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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Kolkata on this the 20th day of November, Two Thousand and Twenty Four (2024);

BETWEEN

Whereas the Government is authorized to
Registration. The signature sheets and the
enclosure sheets attached with the
document are the part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas

20 NOV 2024

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18 NOV 2024

No. ₹ 100/- Date

Name :

Address :

Vendor :

Alipore Collectorate, 24 Pgs. (South)

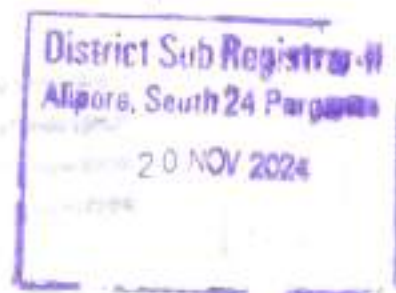
SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27

Mr. Asoke Das Advocate
Alipore Judges' Court,
Kolkata-700027

[Handwritten signature]



Identifier:-

Tapas Manna

MR. TAPAS MANNA

Son of Sri Golak Manna, Occupation: Service,
At 2/1, Kedar Chatterjee Road,
Post & Police Station: Behala, Kolkata: 700034.

1. M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED (PAN - AAFCP6006M & CIN NO-U45400WB2010PTC151418 & DATE OF INCORPORATION: 19/07/2010), incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL (PAN- AGAPK2729G & AADHAAR NO. 6826 1630 2008 & DATE OF BIRTH: 01.01.1971) AND SRI AMAL KUMAR KOYAL (PAN-AMSPP3856G & AADHAAR NO. 5970 1825 6332 & DATE OF BIRTH: 06.01.1972)**, both sons of Sri Pabitra Kanti Koyal, both by religion: Hindu, by occupation: Business, both by Nationality Indian, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, in the District: 24 Parganas (South), **2) DEBI RANI DUTTA CHOWDHURY (PAN: AXWPD6818L & AADHAAR NO. 4306 0022 6386 & DATE OF BIRTH: 22/07/1945)**, wife of Late Samar Dutta Chowdhury, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) and **3) SMT. MINATI GHOSH (PAN: AYDPG5556A & AADHAAR NO. 8069 2620 5057 & DATE OF BIRTH: 06/04/1971)**, wife of Sri Nital Pada Ghosh and daughter of Late Samar Dutta Chowdhury, by religion- Hindu, by occupation- Housewife, by Nationality- Indian, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, in the Dist.- 24 Parganas (South), West Bengal: 743610; **4) ASHIM DUTTA CHOWDHURY (PAN: ADCPC5174C & AADHAAR NO. 7766 7153 7932 & DATE OF BIRTH: 02/07/1952)**, by occupation- Service, son of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **5) AMIT DUTTA CHOWDHURY (PAN: ARGPC3012F & AADHAAR NO. 8070 9223 5290 & DATE OF BIRTH: 06/04/1953)**, by occupation- Retired Person, son of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **6) SOMEN DUTTA CHOWDHURY (PAN: ADQPD5182P & AADHAAR NO. 4966 5364 2405 & DATE OF BIRTH: 1/11/1959)**, by occupation- Service, son of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 41/17/4C, kailash Ghosh Road, Choarmore, Dhara Para, P.O. Barisha, P.S. Haridevpur, Kolkata - 700008, in the District: 24 Parganas (South) **7) MILY DUTTA CHOWDHURY ALIAS MILY MITRA (PAN: AFYPD5413R & AADHAAR NO. 5454 6791 0188 & DATE OF BIRTH: 29/09/1957)** by occupation- Service, wife of Sri Chandon Kanti Mitra and daughter of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **8) LILI BOSE ALIAS LILY BASU (PAN: DGFPB9174J & AADHAAR NO. 5235 4900 9165 & DATE OF BIRTH: 09/03/1953)**, by occupation- Housewife, wife of Sri Samar Bose and daughter of Late Sudhindra Nath Dutta Chowdhury, by religion- Hindu, by Nationality- Indian, residing at Village- Kamarpole, P.O. Sarisha, P.S. Diamond Harbour, Pin Code - 743368, in the District: 24 Parganas (South) and **9) SMT. ANJALI ROY CHOWDHURY (PAN: AQJPR4167C & AADHAAR NO. 2893 6855 2280 & DATE OF BIRTH: 16/06/1935)**, by occupation- Business, wife of Late Ajit Kumar Roy Chowdhury, by religion- Hindu, by Nationality- Indian, residing at 71/2, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) hereinafter jointly called and referred to as the **"LAND OWNERS"** (which term or expression shall unless excluded by or repugnant to the context and meaning thereof, shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives, agents and assigns) of the **ONE PART:**

AND

BIGVISION UST DEVELOPERS LLP (PAN: ABAPB7860L) (DATE OF INCORPORATION: 21/02/2023) (GST NO. 19ABAPB7860L1Z1) (LLP/CIN NO: ACA-0279) (TAN NO: CALB24307D) a Limited Liability Partnership Firm having its registered Office at 75/27A, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **AUTHORIZED SIGNATORY** of the said Firm namely - **SRI SOURAV ROY (PAN - ALHPR0226K & AADHAAR NO- 4264 6400 6706 & DATE OF BIRTH: 06/06/1978) (MOBILE NO. 96746 75024)** son of Sri Subrata Roy, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 67/1, S. N. Roy Road, Post - Sahapur, Police Station - New Alipore, Kolkata - 700038, in the District - 24 Parganas (South) West Bengal, India, hereinafter absolute called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART:**



RECITAL

LOT "A"

PREMISES NO. 145, D. H. ROAD,

WHEREAS one Sri Himangshu Bhusan Dutta Chowdhury, son of Late Sarat Chandra Dutta Chowdhury, was the recorded owner in the R.S. Record of Right in respect of Bastu land with two storied residential building measuring more or less 2 Cottahs 13 Chittaks 0 Sq. Ft. lying and situated at Mouza- Purba Barisha, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, KMC Premises No. 145, Dimond Harbour Road, Borough No. XVI, within the local limits of Kolkata Municipal Corporation S.S. Unit under jurisdiction A.D.S.R. Behala, in the District South 24 Parganas.

AND WHEREAS while owning and possessing the aforesaid property as absolute owner said Sri Himangshu Bhusan Dutta Chowdhury died intestate on or about 14th day of April 1986, leaving behind him his only wife namely- Smt. Sova Rani Dutta Chowdhury, alongwith his three sons namely- 1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury and 3) Sri Kshiti Prasad Dutta Chowdhury and also his two married daughters namely- 4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhebdut Barua, as his legal heirs and successors according to the meaning of Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956 and to inherited the aforesaid property jointly and each of them inherited undivided 1/6th Share in the said property equally.

AND WHEREAS thereafter for proper demarcated and delineated of the aforesaid property one registered Deed of Declaration (Boundary) was duly registered by all the Owners on dated 17.07.1996, which was recorded in Book No. I, Being Deed No. 3130, for the year 1996, in the office of A.D.S.R. Behala.

AND WHEREAS during enjoyment the same the said Smt. Sova Rani Dutta Chowdhury widow of Late Himangshu Bhusan Dutta Chowdhury died intestate on 25th July, 2004, and after her demise her all sons and daughters inherited her undivided 1/6th Share under the aforesaid property by way of inheritance.

AND WHEREAS thus by virtue of aforesaid law of inheritance the said 1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhebdut Barua, became the absolute joint Owners in respect of the aforesaid property.

AND WHEREAS thereafter said 1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhendut Barua, sold, transferred and conveyed of ALL THAT piece and parcel of Bastu land measuring about 7 Chittaks 23 Sq. Ft. more or less out of 2 Cottahs 13 Chittaks more or less lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit, under the jurisdiction of the A.D.S.R.O. Behala, in the District South 24 Parganas, to one M/S. PABITRA CONSTRUCTIONS PVT. LTD. by a Deed of Conveyance dated 29th day of January 2016, and the said Deed was duly registered in the office of the Additional District Sub-Registrar at Behala and the same was duly recorded in Book No. I, Volume No. 1607-2016, Page 26722 to 26769, Being No. 1607-00729 for the Year 2016.

AND WHEREAS the said (1) Sri Debi Prasad Dutta Chowdhury (2) Sri Jyoti Prasad Dutta Chowdhury and (3) Sri Kshiti Prasad Dutta Chowdhury (4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and (5) Smt. Padma Barua, wife of Sri Subhendut Barua decided to develop the said rest portion of Bastu Land measuring an area about 2 Cottahs 5 Chittaks 22 Sq. Ft. lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit, by demolishing the existing pucca buildings and constructing a multi storied building in its place but due to lack of experience and insufficient funds approached to said developer M/S PABITRA CONSTRUCTIONS PVT. LTD. to develop the same.

AND WHEREAS the said (1) Sri Debi Prasad Dutta Chowdhury (2) Sri Jyoti Prasad Dutta Chowdhury and (3) Sri Kshiti Prasad Dutta Chowdhury (4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and (5) Smt. Padma Barua, wife of Sri Subhendut Barua and the said developer had entered into with M/S PABITRA CONSTRUCTIONS PVT. LTD. an Development Agreement which was duly registered on 11.10.2017 in the office of the A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2017, Pages 266841 to 266883, Being No. 1607-09024 for the year 2017, along with a Development Power of Attorney



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which was duly registered on 11.10.2017 in the office of the A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2017, Pages 265350 to 265381, Being No. 1607-09039 for the year 2017, in respect of the aforesaid Property.

AND WHEREAS thereafter said Kshiti Prasad Dutta Chowdhury died intestate on 09/02/2018, leaving behind him his only wife Smt. Krishna Dutta Chowdhury and one married daughter namely- Smt. Arpita Sen as his legal heirs and both of them became the absolute joint Owners of the said undivided and impartible share of land enjoying the peaceful joint possession and free from all sorts of encumbrances.

AND WHEREAS the said Debi Prasad Dutta Chowdhury also died intestate on 18/09/2021, leaving behind him his only wife namely- (1) Smt. Mira Dutta Chowdhury and one son namely- (2) Sri Subhadip Dutta Chowdhury and One Daughter namely- (3) Smt. Chandrima Ghosh, as his legal heirs and all of them became the absolute joint Owners of the said undivided and impartible share of land enjoying the peaceful joint possession and free from all sorts of encumbrances.

AND WHEREAS thereafter said (1) Sri Jyoti Prasad Dutta Chowdhury, (2) Smt. Mira Dutta Chowdhury, (3) Sri Shubhadip Dutta Chowdhury, (4) Smt. Chandrima Ghosh, (5) Smt. Krishna Dutta Chowdhury, (6) Smt. Arpita Sen, (7) Smt. Chhaya Rani Bose & (8) Smt. Padma Barua are the absolute joint Owners in possession of the said undivided proportionate share of Bastu Land measuring an area about 2 Cottahs 5 Chittaks 22 Sq. Ft. lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit, under Jurisdiction of Kolkata Municipal Corporation S.S. Unit, as which has been fully mentioned and written in the schedule below, hereinafter called and referred to as the "**SAID PROPERTY**" and the present Owners are being paying all its as Usual Revenues, Rents, Taxes, Khajnas to the Kolkata Municipal Corporation and B.L. & L.R.O. whatsoever in their names.

AND WHEREAS the said (1) Sri Jyoti Prasad Dutta Chowdhury, (2) Smt. Mira Dutta Chowdhury, (3) Sri Shubhadip Dutta Chowdhury, (4) Smt. Chandrima Ghosh, (5) Smt. Krishna Dutta Chowdhury, (6) Smt. Arpita Sen, (7) Smt. Chhaya Rani Bose & (8) Smt. Padma Barua the aforesaid all **OWNERS** herein are now lawfully, absolutely seized and possessed of **ALL THAT** piece and parcel of Bastu Land measuring an area about 2 Cottahs 5 Chittaks 22 Sq. Ft. lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation (S.S. Unit), having its Municipal Assessee No. 41-123-06-0140-2, in the District South 24-Parganas and enjoying the same by paying taxes and outgoings to the appropriate authority hereunder and hereinafter referred to as the "**Said Premises**" and are otherwise well and sufficiently entitled to said **PROPERTY** as its absolute **OWNERS** in simple free from all encumbrances.

AND WHEREAS thereafter by a Deed of Conveyance duly registered on 19th day of July 2024 the said (1) Sri Jyoti Prasad Dutta Chowdhury, (2) Smt. Mira Dutta Chowdhury, (3) Sri Shubhadip Dutta Chowdhury, (4) Smt. Chandrima Ghosh, (5) Smt. Krishna Dutta Chowdhury, (6) Smt. Arpita Sen, (7) Smt. Chhaya Rani Bose & (8) Smt. Padma Barua jointly sold, transferred and conveyed of **ALL THAT** piece and parcel of Bastu Land measuring an area about 2 Cottahs 5 Chittaks 22 Sq. Ft. lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit, unto in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRIKAMAL KAYAL AND SRIAMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) and the said Deed of Conveyance duly registered in the office of the Additional District Sub-registrar at Behala and duly recorded in Book No.1, Volume No. 1607-2024, Pages from 170793 to 170829, Being Deed No. 1607-06303 for the year 2024.

AND WHEREAS after execution of the aforesaid Deed of Conveyance the said Development Agreement which was duly registered on 11.10.2017 in the office of the A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2017, Pages 266841 to 266883, Being No. 1607-09024 for the year 2017, along with a Development Power of Attorney which was duly registered on 11.10.2017 in the office of the A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2017, Pages 265350 to 265381, Being No. 1607-09039 for the year 2017, in respect of the aforesaid Property is null and void and the security deposit adjusted with the sale proceed of the said land with the said Owners from the **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**.



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AND WHEREAS by way of aforesaid Registered Deed of Conveyance the said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED** became the absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring an area about **2 Cottahs 5 Chittaks 22 Sq. Ft.** lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation (S.S. Unit), and known and numbered with New Assessee No. 41-123-06-0145-1, in the District South 24-Parganas.

LOT "B"

PREMISES NOS. 147 & 150.

WHEREAS ALL THAT a piece and parcel of Bastu Land measuring about **17 Decimal** appertaining to R.S. Khatian No. 2612 and Part of C.S. & R.S. Dag Nos. 57 and another two Bastu Lands measuring **9 Decimal** appertaining to R.S. Khatian No. 2612 and C.S. & R.S. Dag Nos. 58 **AND 6 Decimal** appertaining to R.S. Dag No. 55/4599, under Khatian No. 2611 and **5 Decimal** of Tank/Pukur Land being part of Dag No. 56 and right of way in passage appertaining to R.S. Dag Nos. 55/4600 and 55/4601, Khatian No. 2616, Mouza: Purba Barisha, J.L. No. 23, Touzi No. 2-6, 8-10, 11-16, P.S. Behala now Thakurpukur, District 24 Parganas (South) under rent free Samil Khatian No. 1158 and other several properties belonged to Five Brothers namely- Suresh Chandra Dutta Chowdhury, Jogesh Chandra Dutta Chowdhury, Pulin Behari Dutta Chowdhury, Satish Chandra Dutta Chowdhury, Sarat Chandra Dutta Chowdhury each having Undivided 1/5th Share therein. The said five brothers inherited aforesaid property left by their father Nrisinga Dutta Chowdhury.

AND WHEREAS the said five brothers for solution of difference between them over joint possession of the said joint properties orally and amicably partitioned the said properties by metes and bounds in the year 1947 on the basis of valuation.

AND WHEREAS the said Suresh Chandra Dutta Chowdhury who during his lifetime was a Hindu by religion and was governed by the Dayabhaga School of Hindu Law of Succession Act, while owning and possessing his aforesaid properties as absolute owner on payment of Municipal Taxes died intestate in the year 1948 leaving behind him his Two Daughters viz. Jamuna Mitra & Annapurna Basu and only son namely- Sri Samarendra Nath Dutta Chowdhury. The wife of the said **Suresh Chandra Dutta Chowdhury** predeceased her husband. According to the then reasons or provisions of the Dayabhaga School of Hindu Law of Succession Act, the said two daughters of the said **Suresh Chandra Dutta Chowdhury** had no right to inheritance of their father's estate. Only said Sri Samarendra Nath Dutta Chowdhury being the only sole male heir of his father absolutely inherited the aforesaid properties measuring about **24 Decimal** to the exclusion of others and began to own and possess the same by recording his name in the R.S. Record of Right as absolute owner and in the Assessment Book of the erstwhile S.S. Municipality in the then Municipal Holding No. 179, Diamond Harbour Road Ward No. 20 thereafter known and numbered as Premises No. 95 and 147 Diamond Harbour Road and K.M.C. Assessee Nos. 41-123-06-0145-1 and 41-123-06-0142-6 under Municipal Ward No. 123.

AND WHEREAS it appears that about **3 Decimal** of Bastu Land in the Western portion appertaining to R.S. Dag No. 57 has been acquired by the State of West Bengal.

AND WHEREAS after demise of his father, the said Sri Samarendra Nath Dutta Chowdhury mutated his name in respect of **1 Decimal** of Bastu Land appertaining to R.S. Dag No. 57 and **7 Cottahs 8 Chittaks** be the same a little more or less equivalent to two Plot of Lands as **9 Decimal** of Bastu Land appertaining to R.S. Dag No. 58, and **6 Decimal** of Danga Land appertaining to R.S. Dag No. 55/4599. Another **5 Decimal** of Tank/Pukur Land of part Dag No. 56 and right of way over Dag Nos. 55/4600 and 55/4601 in the office of the D.L. & L.R.O. and the said Sri Samarendra Nath Dutta Chowdhury had paid Government Rent to the B.L. & L.R.O. upto 1417 B.S. aggregating to **12 Cottahs 11 Chittaks 12 Square Feet** The said Lands were assessed and numbered as Premises No. 95 and 147 Diamond Harbour Road and K.M.C. Assessee Nos. 41-123-06-0145-1 and 41-123-06-0142-6 under Municipal Ward No. 123.

AND WHEREAS said **Sri Samar Dutta Chowdhury** has rented the ground floor of his residential house (1740 sq. ft. approx.) to one **SRI TANMAY RAY CHAUDHURI (PAN: ADHPR5575M & AADHAAR NO. 5720 9331 6331 & DATE OF BIRTH: 14/07/1963)**, by occupation- Retired Govt. Servant, son of Late. Krishna Deb Ray Chaudhuri, by religion- Hindu, by Nationality- Indian, residing at 71/2, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South), hereinafter called as Tenant (which term or expression shall unless excluded by or repugnant to the context and meaning thereof, shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives, agents and assigns on 31.08.1995 for a period of 30 years, to 30.08.2025 the Developer and Owner herein will be provide 5% of the total Revenue from the 48% of Owner's Allocation as his rehabilitation Cost.



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AND WHEREAS the said Sri Samarendra Nath Dutta Chowdhury is the owner of the 4 Decimal of Bastu Land in the southern portion of Dag No. 57, 9 Decimal of Bastu Land of Dag No. 58, 6 Decimal of Danga Land of Dag No. 55/4599, and another 5 Decimal of Tank/Pukur Land part of Dag No. 56 totaling 21 Decimal together with right of way/passage over Dag Nos. 55/4600 and 55/4601.

AND WHEREAS thereafter said Sri Samarendra Nath Dutta Chowdhury died intestate on 18.10.2014 leaving behind him his only wife Smt. Debi Rani Dutta Chowdhury and his one married daughter Smt. Minati Ghosh as his only legal heirs and/or successors.

AND WHEREAS Sri Kamal Koyal & Amal Kumar Koyal approached to SRI TANMAY RAY CHAUDHURI to vacate the said rented 1740 Sq. Ft. area for the purpose of development of the land by constructing a multi- stored building and entered in to a unregistered agreement with SRI TANMAY RAY CHAUDHURI on January 2024.

LOT- "C"

PREMISES NO. 148, D. H. ROAD,

WHEREAS one Sri Sudhindra Nath Dutta Chowdhury & Sri Jatindra Nath Dutta Chowdhury was the absolute joint owner of total Bastu Land measuring about 5 Cottahs 3 Chittaks more or less lying and situated at Premises No. 148, Diamond Harbour Road, Mouza: Purba Barisha, J.L. No. 23, Khatian No. 1059, Dag No. 55, Ward No. 123, and a Tank/Pukur measuring about 2.5 Decimal comprised in Dag No. 56, Ward No. 123, Assessee No. 41-123-06-0144-0, within the jurisdiction of A.D.S.R.O. Behala, District 24 Parganas South, under Kolkata Municipal Corporation S.S. Unit.

AND WHEREAS both brothers said Sri Sudhindra Nath Dutta Chowdhury and Sri Jatindra Nath Dutta Chowdhury amicably settled and partitioned the aforementioned property and each became the absolute owner of 2 Cottahs 9 Chittaks of Bastu Land and after the said partition both of them constructed their own dwelling house in their portion of the said lands.

AND WHEREAS said Sudhindra Nath Dutta Chowdhury died intestate on 11.10.2009, leaving behind him his Three Sons namely- Ashim Dutta Chowdhury, Amit Dutta Chowdhury, Somen Dutta Chowdhury and Two Married Daughters namely Mily Mitra, Lily Bose as his legal heirs and successors.

AND WHEREAS after the demise of said Sudhindra Nath Dutta Chowdhury, the above heirs and successors inherited the aforesaid property jointly and the said Ashim Dutta Chowdhury is the absolute owner and occupier of undivided 1/5th share of the aforesaid property and has been enjoying and possessing the same absolutely and exclusively.

AND WHEREAS the said Ashim Dutta Chowdhury decided to develop his portion of the said Bastu Land with his existing Pucca dwelling building by constructing a multi-storied building and appointed said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) as the **Developer** to construct a multi-storied building by executing a Development Agreement dated 29th July 2017 which was duly registered in the office of the Additional District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. 1, Volume No. 1607-2017, Page 208851 to 208884, Being No. 1607-07003 for the year 2017 along with a Power of Attorney dated 18.09.2020, in respect of the said property, which was duly registered in the office of the Additional District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. 1, Volume No. 1607-2020, Page 212443 to 212470, Being No. 1607-05975 for the year 2020 thereafter aforesaid **OWNER** and the said M/S PABITRA CONSTRUCTIONS PVT. LTD. further executed and registered a **CANCELTION & REVOCATION OF DEVELOPMENT AGREEMENT**, dated 20th day of November, 2024, which was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. 1, Volume No. 1602-2024, Being No. 1602-15403 for the year 2024. **ALONGWITH CANCELTION & REVOCATION OF DEVELOPMENT POWER OF ATTORNEY** on the same date, which was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. 1, Volume No. 1602-2024, Being No. 1602-00318, for the year 2024.



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LOT- "D"

PREMISES NO. 149, D. H. ROAD,

WHEREAS one Sri Sudhindra Nath Dutta Chowdhury & Sri Jatindra Nath Dutta Chowdhury was the absolute joint owner of total Bastu Land measuring about 5 Cottahs 3 Chittaks more or less lying and situated at Premises No. 148, Diamond Harbour Road, Mouza: Purba Barisha, J.L. No. 23, Khatian No. 1059, Dag No. 55, Ward No. 123, and a Tank/Pukur measuring about 2.5 Decimal comprised in Dag No. 56, Ward No. 123, Assessee No. 41-123-06-0144-0, within the jurisdiction of A.D.S.R.O. Behala, District 24 Parganas South, under Kolkata Municipal Corporation S.S. Unit.

AND WHEREAS both brothers said Sri Sudhindra Nath Dutta Chowdhury and Sri Jatindra Nath Dutta Chowdhury amicably settled and partitioned the aforementioned property and each became the absolute owner of 2 Cottahs 9 Chittaks of Bastu Land and after the said partition both of them constructed their own dwelling house in their portion of the said lands.

AND WHEREAS said Sri Jatindra Nath Dutta Chowdhury died intestate leaving behind him his only wife namely- Smt. Puspa Dutta Chowdhury and Two Sons namely- Sri Swapan Dutta Chowdhury & Sri Sankar Dutta Chowdhury and Four Married Daughters namely- Smt. Chabi Dutta, wife of Kalyan Dutta, Smt. Rubi Ghosh, wife of Nandalal Ghosh, Smt. Gouri Chatterjee, wife of Late Chandan Chatterjee, Smt. Rupa Halder, wife of Ranjan Halder as his legal heirs and successors according to the meaning of Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956 and to inherited the aforesaid property jointly and each of them inherited undivided 1/7th Share in the said property equally.

AND WHEREAS thereafter said (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, both sons of Late Jatindra Nath Dutta Chowdhury (4) Smt. Chabi Dutta, wife of Kalyan Dutta, (5) Smt. Rubi Ghosh, wife of Nandalal Ghosh, (6) Smt. Gouri Chatterjee, wife of Late Chandan Chatterjee, (7) Smt. Rupa Halder, wife of Ranjan Halder are the legal heirs and successors of Sri Jatindra Nath Dutta Chowdhury, Since Deceased and after demise of the said Sri Jatindra Nath Dutta Chowdhury, his aforesaid all sons and daughters became the absolute joint Owners and jointly seized and possessed over a Bastu Land measuring an area about 2 Cottahs 9 Chittaks, be the same a little more or less lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597 and undivided share of a Tank/Pukur measuring about 2.5 Decimal comprised in Dag No. 56, Premises No. 149, Diamond Harbour Road, Ward No. 123, having its Assessee No. 41-123-06-0144-0, in the District South 24 Parganas, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit.

AND WHEREAS the said (1) Smt. Puspa Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, (4) Smt. Chabi Dutta, (5) Smt. Rubi Ghosh, (6) Smt. Gouri Chatterjee and (7) Smt. Rupa Halder, decided to develop the said Bastu Land with existing pucca building and had appointed the said Developer Firm as **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely- **SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Barulpura, P.O. - Joka, P.S: Thakurpukur, Kolkata - 700104, District 24 Parganas (South) and had executed a **Notarized Development Agreement** Dated 16.12.2011 to develop the said property along with a registered General Power of Attorney in favour of the partners of the said developer firm namely Sri Kamal Koyal and Sri Amal Kumar Koyal and the same was duly registered in the office of the Additional District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. IV, Volume No. 7, Page 2258 to 2274, Being No. 02722 for the year 2011.

AND WHEREAS thereafter said Smt. Puspa Dutta Chowdhury, died intestate on 10th day of January, 2020, and after demise of the said Smt. Puspa Dutta Chowdhury, the aforesaid Developer Firm has lost all Power due to death of the said Smt. Puspa Dutta Chowdhury, on 10th day of January, 2020, who was one of the undivided Shareholder in respect of the aforesaid property and also one of the Principals of the said Power of Attorney, which was duly registered in the office of the Additional District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. IV, Volume No. 7, Page 2258 to 2274, Being No. 02722 for the year 2011, has already been revoked automatically and her all legal heirs said Sri Swapan Dutta Chowdhury, Sri Sankar Dutta Chowdhury, Smt. Chabi Dutta, Smt. Rubi Ghosh, Smt. Gouri Chatterjee and Smt. Rupa Halder, by a Deed of Conveyance duly execution on 4th day of January, 2023 but the said Deed of Conveyance duly registered on 30th day of March, 2023, jointly sold, transferred and conveyed of **ALL THAT** piece and parcel of Bastu Land measuring an area about 2 Cottahs 9 Chittaks, be the same a little more or less lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597 and undivided share of a Tank/Pukur measuring about 2.5 Decimal comprised in Dag No. 56, Premises No. 149, Diamond Harbour Road, Ward No. 123,



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A.D.S.R.O. Behala, in the District South 24 Parganas, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit, unto in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL, both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) and the said Deed of Conveyance duly registered in the office of the Additional District Sub-registrar at Behala and duly recorded in Book No.1, Volume No. 1607-2023, Pages from 123213 to 123244, Being Deed No. 1607-03891 for the year 2023.

AND WHEREAS after execution of the aforesaid Deed of Conveyance the said Notarized Development Agreement Dated 16.12.2011 is nullandvoided and the security deposit adjusted with the sale proceed of the said land with the said Owners from the M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED.

AND WHEREAS by way of aforesaid Registered Deed of Conveyance the said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED became the absolute Owner of ALL THAT piece and parcel of Bastu Land measuring an area about 2 Cottahs 9 Chittaks, be the same a little more or less lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597 and undivided share of a Tank/Pukur measuring about 2.5 Decimal comprised in Dag No. 56, Premises No. 149, Diamond Harbour Road, Ward No. 123, having its Assessee No. 41-123-06-0144-0, in the District South 24 Parganas, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit.

LOT- "E"

PREMISES NO. 145 B/1, D. H. ROAD.

WHEREAS one Sri Himangshu Bhusan Dutta Chowdhury, son of Late Sarat Chandra Dutta Chowdhury, was the recorded owner in the R.S. Record of Right in respect of Bastu land with two storied residential building measuring more or less 2 Cottahs 13 Chittaks 0 Sq. Ft. lying and situated at Mouza- Purba Barisha, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, KMC Premises No. 145, Dimond Harbour Road, Borough No. XVI, within the local limits of Kolkata Municipal Corporation S.S. Unit under jurisdiction A.D.S.R. Behala, in the District South 24 Parganas.

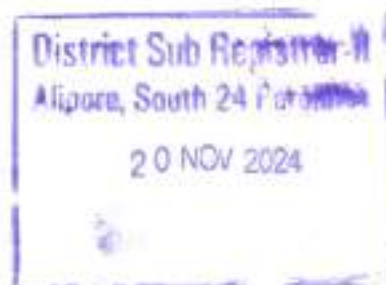
AND WHEREAS while owning and possessing the aforesaid property as absolute owner said Sri Himangshu Bhusan Dutta Chowdhury died intestate on 14th day of April 1986, leaving behind him his only wife namely- Smt. Sova Rani Dutta Chowdhury, alongwith his three sons namely- 1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury and 3) Sri Kshiti Prasad Dutta Chowdhury and also his two married daughters namely- 4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhebdut Barua, as his legal heirs and successors according to the meaning of Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956 and to inherited the aforesaid property jointly and each of them inherited undivided 1/6th Share in the said property equally.

AND WHEREAS thereafter for proper demarcated and delineated of the aforesaid property one registered Deed of Declaration (Boundary) was duly registered by all the Owners on dated 17.07.1996, which was recorded in Book No. 1, Being Deed No. 3130, for the year 1996, in the office of A.D.S.R. Behala.

AND WHEREAS during enjoyment the same the said Smt. Sova Rani Dutta Chowdhury widow of Late Himangshu Bhusan Dutta Chowdhury died intestate on 25th July, 2004, and after her demise her all sons and daughters inherited her undivided 1/6th Share under the aforesaid property by way of inheritance.

AND WHEREAS thus by virtue of aforesaid law of inheritance the said 1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhebdut Barua, became the absolute joint Owners in respect of the aforesaid property.

AND WHEREAS thereafter said 1) Sri Debi Prasad Dutta Chowdhury, 2) Sri Jyoti Prasad Dutta Chowdhury, 3) Sri Kshiti Prasad Dutta Chowdhury, 4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and 5) Smt. Padma Barua, wife of Sri Subhebdut Barua, sold, transferred and conveyed of ALL THAT piece and parcel of Bastu land measuring about 7 Chittaks 23 Sq. Ft. more or less out of 2 Cottahs 13 Chittaks more or less lying and situated at Mouza: Purba Barisha, P.S. Thakurpukur, J.L. No. 23, Part of Dag No. 55, Khatian No. 2576, Ward No. 123, Premises No. 145, Diamond Harbour Road, Borough No. XVI, within the local limits of the Kolkata Municipal Corporation S.S. Unit, under the jurisdiction of the A.D.S.R.O. Behala, in the District South 24 Parganas, to one M/S. PABITRA CONSTRUCTIONS PVT. LTD. by a Deed of Conveyance dated 29th day of January



2016, and the said Deed was duly registered in the office of the Additional District Sub-Registrar at Behala and the same was duly recorded in Book No. I, Volume No. 1607-2016, Page 26722 to 26769, Being No. 1607-00729 for the Year 2016.

AND WHEREAS thereafter said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baraipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) duly mutated their names before the Kolkata Municipal Corporation and applied for change of the Premises Number and the same was accepted and was allotted as **Municipal Premises No. 145 B/1, D. H. Road**, in respect of the said property.

LOT 'F'

PREMISES NO. 85 CHANDI CHARAN GHOSH ROAD.

WHEREAS one Sri Jogendra Nath Sen, was seized and possessed of and/or otherwise well sufficiently and absolutely entitled to ALL THAT piece and parcel of Rayati Sthitiban Bastu Land measuring about 41 Decimal be the same a little more or less, lying and situated at Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old), within the limits of the then South Suburban Municipality and also within the limits of the District of 24 Parganas (South).

AND WHEREAS the said Sri Jogendra Nath Sen died intestate leaving behind him his surviving widow namely- **Smt. Gyanoda Sundari Debi** and two Sons namely- **Sri Promotho Nath Sen & Sri Nalini Kanta Sen**, as his legal heirs and successors who jointly inherited all the properties left by the said deceased under the provisions of the then Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. or Hindu Law of Inheritance including the 41 Decimal of Bastu Land as described hereinabove.

AND WHEREAS thereafter said Sri Promotho Nath Sen, died intestate leaving behind him his widow namely- **Smt. Pramila Bala Sen** and two minor daughters namely- **Kumari Lilabati Sen and Kumari Irabati Sen** as his only legal heirs and successors who jointly inherited the undivided share of the said Promotho Nath Sen, since deceased, in the said property under the provisions of the then Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. or Hindu Law of Inheritance and they had acquired limited interest in the said property.

AND WHEREAS by virtue of a Deed of Partitioned, executed on 03.02.1940 and duly registered on 05.02.1940 in the office of the Sub-Registrar at Behala and recorded in Book No. I, Volume No. 2, Page No. 300, Being No. 171 (Duplicate Deed) and Being No. 170 (Main Deed) the co-Owners of the said properties had partitioned the same amongst themselves by metes and bounds and by virtue of the said Deed of Partition the all heirs of the said Promotho Nath Sen had been allotted a Plot of Bastu Land measuring about 4 Cottahs and 41 Square Feet be the same a little more or less, together with structures standing thereon and described in Plot No. A of the Plan No. 1, of the said Deed of Partition. The said Deed of Partition had been executed by **Smt. Pramila Bala Sen**, widow of Late Promotho Nath Sen, for self and as the natural guardian of her said two Minor Daughters.

AND WHEREAS the said **Smt. Gyanoda Sundari Debi** widow of Late Jogendra Nath Sen thereafter, out of her allotment in the said properties, which had been allotted to her by virtue of the said Deed of Partition, had gifted 3 Cottahs of land to her son **Sri Nalini Kanta Sen** after such gift she had continued to be as the Khas and absolute owner of remaining 1 Cottah of land and after demise of the said **Smt. Gyanoda Sundari Debi**, her son said **Sri Nalini Kanta Sen** had released his right, title and interest under the said 1 Cottah of land in favour of **Smt. Pramila Bala Sen, Smt. Lilabati Bose (maiden name Kumari Lilabati Sen) and Smt. Irabati Mitra (maiden name Kumari Irabati Sen)** and virtue of the said released they became the absolute joint Owners of the said properties.

AND WHEREAS thereafter said **Smt. Pramila Bala Sen** had gifted, by virtue of an Oral Gift, her undivided share and interest in both the plots of land to unto and in favour of her two daughters **Smt. Lilabati Bose & Smt. Irabati Mitra**, respectively, absolutely and forever.

AND WHEREAS by means of inheritance as well as gift **Smt. Lilabati Bose & Smt. Irabati Mitra** became jointly seized and possessed of and/or otherwise well sufficiently and absolutely entitled to the Plot of Land measuring about 5 Cottahs 41 Sq. Ft. be the same a little more or less and thereafter the aforesaid two sisters had decided to partition the said joint property by metes and bounds and thereafter by virtue of a Deed of Partition, executed on 24.04.1964, duly registered at the office of the then



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Sub Registrar at Behala and recorded in Book No. I, Volume No. 28, Pages 51 to 55, Being No. 1443 for the year 1964 they had amicably partitioned their aforesaid joint property.

AND WHEREAS after the partition and severance of joint interest in the manner aforesaid said Smt. Lilabati Bose, wife of Sri Nilkanta Bose became seized and possessed of and/or otherwise well sufficiently and absolutely entitled to ALL THAT piece and parcel of land measuring about 2 Cottahs 8 Chittaks be the same a little more or less, together with the structures standing thereon.

AND WHEREAS by virtue of a Deed of Conveyance executed on 24.04.1964, that is on the date of registration of the said Deed of Partition, duly registered at the office of the then Sub Registrar at Behala and recorded in Book No. I, Being No. 1443 for the year 1964 and Smt. Lilabati Bose, wife of Sri Nilkanta Bose, had sold transferred and conveyed a portion of her property measuring about $\frac{1}{2}$ (Half) Cottah be the same a little more or less, lying and situated at Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old), within the limits of the then South Suburban Municipality to unto and in the use of her sister Smt. Irabati Mitra.

AND WHEREAS after the registration of said Deed of Conveyance in respect of $\frac{1}{2}$ (Half) Cottah of land in the manner aforesaid said Smt. Lilabati Bose continued to seized and possessed of and/or otherwise well sufficiently and absolutely entitled to the remaining portion of the property, measuring about 2 Cottahs, but as per actual physical measurement as 2 Cottahs and 10 Sq. Ft. be the same or little more or less lying and situated at Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old), comprised in part of R.S. Dag No. 59, within the limits of the then South Suburban Municipality, presently under Ward No. 123 of the Kolkata Municipal Corporation (S.S. Unit), being Municipal Premises No. 85, Chandi Charan Ghosh Road, Kolkata 700008.

AND WHEREAS by virtue of an Indenture of Conveyance, executed on the 1st day of July, 1967 and registered at the office of the then Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 60, Page 254 to 265, Being No. 3902 for the year 1967, the said Smt. Lilabati Bose, wife of Sri Nilkanta Basu, and Smt. Pramila Bala Sen, widow of Late Promotho Nath Sen, sold and/or conveyed ALL THAT piece and parcel of the "said Property" to unto and in the use of Sri Pranatosh Kumar Basu, son of Late Ashutosh Basu.

AND WHEREAS the said Sri Pranatosh Kumar Basu, son of Late Ashutosh Basu had sold and/or conveyed ALL THAT piece and parcel of the "said Property" unto and in favour of M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 21.11.2012 and was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. I, Volume No. 15, Page 8926 to 8948, Being No. 12417 for the year 2012.

AND WHEREAS by way of aforesaid Registered Deed of Conveyance the said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED became the absolute Owner of ALL THAT piece and parcel of Bastu Land measuring an area about 2 Cottahs and 10 Sq. Ft. be the same or little more or less lying and situated at Mouza: Barisha, R.S. No. 43, J.L. No. 23, under Khatian No. 222 (Old), comprised in part of R.S. Dag No. 59, within the limits of the then South Suburban Municipality, presently under Ward No. 123 of the Kolkata Municipal Corporation (S.S. Unit), being Municipal Premises No. 85, Chandi Charan Ghosh Road, Kolkata 700008, having its Municipal Assessee No. 41-123-05-0100-6.

LOT- "G"

PREMISES NO. 152B, D. H. ROAD,

WHEREAS one Sri Chittaranjan Dutta Chowdhury, was the owner in respect of ALL THAT a piece and parcel of land measuring more or less 3 Cottahs 14 Sq. Ft. together with old dilapidated 2 storied building standing thereon, lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2069, appertaining to Dag Nos. 55 & 55/4594(P), being known and numbered as Municipal Premises No. 152, Diamond Harbour Road, Police Station Thakurpukur, Kolkata 700008, within the limits of the Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, bearing Assessee No. 41-123-06-0147-5, in the District 24 Parganas (South).



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AND WHEREAS the said Sri Chittaranjan Dutta Chowdhury and his wife died leaving behind their son (1) Sri Subir Dutta Chowdhury, and three married daughters namely (2) Smt. Kankana Sarkar, wife of Sri Amal Krishna Sarkar, (3) Smt. Chandana Das, wife of Sri Amitava Das and (4) Smt. Bandana Guha, wife of Sri Shobhanlal Guha, as their legal heirs and they jointly inherited the aforesaid property as per provision of the Hindu Law of Succession under the Rule of Dayabhaga School of Hindu Law of Succession Act. 1956.

AND WHEREAS the said (1) Sri Subir Dutta Chowdhury, and three married daughters namely (2) Smt. Kankana Sarkar, wife of Sri Amal Krishna Sarkar, (3) Smt. Chandana Das, wife of Sri Amitava Das and (4) Smt. Bandana Guha, wife of Sri Shobhanlal Guha, duly mutated their names with the office of the Kolkata Municipal Corporation (S.S. Unit) in respect of the aforesaid property and absolutely seized and possessed the same as joint Owners thereof by paying taxes therein.

AND WHEREAS while seized and possessed the aforesaid property as the joint Owners thereof, the said (1) Sri Subir Dutta Chowdhury, and three married daughters namely (2) Smt. Kankana Sarkar, wife of Sri Amal Krishna Sarkar, (3) Smt. Chandana Das, wife of Sri Amitava Das and (4) Smt. Bandana Guha, wife of Sri Shobhanlal Guha, sold and/or conveyed **ALL THAT** a piece and parcel of demarcated house appertaining land measuring more or less **1 Cottah 9 Chittaks** together with structure standing thereon, lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2069, appertaining to Dag Nos. 55 & 55/4594(P), being known and numbered as Municipal Premises No. 152, Diamond Harbour Road, Police Station Thakurpukur, Kolkata 700008, within the limits of the Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, bearing Assessee No. 41-123-06-0147-5, District 24 Parganas (South) unto and in favour of one Smt. Anjali Roychowdhury, wife of Ajit Kumar Roychowdhury by virtue of a Deed of Conveyance dated 05.03.2016 which was duly registered in the office of the Additional District Sub-Registrar, at Behala, South 24 Parganas and recorded in Book No. 1, Pages from 66373-66409, Being No. 02002 for the year 2016.

AND WHEREAS by way of aforesaid Registered Deed of Conveyance the said **SMT. ANJALI ROY CHOWDHURY**, became the absolute Owner of **ALL THAT** a piece and parcel of demarcated house appertaining land measuring more or less **1 Cottah 9 Chittaks** together with structure standing thereon, lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2069, appertaining to Dag Nos. 55 & 55/4594(P) and after mutation of the aforesaid property now being known and numbered as Municipal Premises No. 152B, Diamond Harbour Road, Police Station Thakurpukur, Kolkata 700008, within the limits of the Kolkata Municipal Corporation (S.S. Unit), under Ward No. 123, bearing Assessee No. 41-123-06-1077-4, District 24 Parganas (South).

LOT- "H"

PREMISES NO. 261, D. H. ROAD.

WHEREAS the said Smt. Debi Rani Dutta Chowdhury and Smt. Minati Ghosh legal heirs of Sri Samarendra Nath Dutta Chowdhury alias Smar Dutta Chowdhury son of Late Suresh Chandra Dutta Chowdhury sold and/or conveyed undivided **5 Decimal** of Tank/Pukur lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2612, L.R. Khatian No. 5006, Dag No. 56, Ward No. 123, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit Borough XVI unto and in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED** incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL** both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 5th day of March 2021 and was duly registered in the office of the A.D.S.R.O. at Behala, and recorded in Book No. 1, Volume No. 1607-2021 Pages 139905 to 139936, Being No. 1607-03634 for the year 2021.

AND WHEREAS thereafter said (1) Sri Debi Prasad Dutta Chowdhury (2) Sri Jyoti Prasad Dutta Chowdhury and (3) Sri Kshiti Prasad dutta Chowdhury, (4) Smt. Chhaya Rani Bose, wife of Late Asit Bose and (5) Smt. Padma Barua, wife of Sri Subhebdut Barua all legal heirs of Sri Himangshu Bhusan Dutta Chowdhury, son of Late Sarat Chandra Dutta Chowdhury, sold and/or conveyed undivided **5 Decimal** be the same a little more or less, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Dag No. 56, Khatian No. 2577, Ward No. 123, within the local limits of Kolkata Municipal Corporation S.S. Unit under jurisdiction A.D.S.R. Behala, in the District South 24 Parganas unto and in favour of said **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED** incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL** both



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sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S: Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 21st day of January, 2013 and was duly registered in the office of the A.D.S.R.O. at Behala, and recorded in Book No. I, Volume No. 2, Pages 4451 to 4466, Being No. 00571 for the year 2013.

AND WHEREAS thereafter said (1) Sri Amal Dutta Chowdhury (2) Sri Ashoke Dutta Chowdhury (3) Sri Achintya Dutta Chowdhury (4) Sri Gobinda Dutta Chowdhury (5) Sri Biswanath Dutta Chowdhury (6) Sri Ashis Mitra (7) Sri Swarup Roy and (8) Sri Supriyo Roy and (9) Smt. Ashima Ghosh all legal heirs of Sri Bibhuti Bhusan Dutta Chowdhury sold and/or conveyed undivided and impartible share in possession of 5 Decimal of Tank/Pukur lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2968, Dag No. 56, Ward No. 123, unto and in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRIKAMAL KAYAL AND SRIAMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S: Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 22nd day of October 2014 and was duly registered in the office of the A.D.S.R.O. Behala, and recorded in Book No. I, Volume No. 29 Pages 1225 to 1242, Being No. 08953 for the year 2014.

AND WHEREAS thereafter said (1) Sri Subir Dutta Chowdhury, (2) Smt. Kankana Sarkar, wife of Sri Amal Krishna Sarkar, (3) Smt. Chandana Das, wife of Sri Amitava Das and (4) Smt. Bandana Guha, wife of Sri Shobhanlal Guha legal heirs of Sri Chittaranjan Dutta Chowdhury, son of Late Pullin Behari Dutta Chowdhury sold and/or conveyed the undivided and impartible share in possession of 5 Decimal of Tank/Pukur lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2577, Dag No. 56, Ward No. 123, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit unto and in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRIKAMAL KAYAL AND SRIAMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S: Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 5th day of March 2016 and was duly registered in the office of the A.D.S.R.O. at Behala, and recorded in Book No. I, Volume No. 1607-2016 Page 66702 to 66739, Being No. 1607-02003 for the year 2016.

AND WHEREAS thereafter (1) Sri Amal Dutta Chowdhury (2) Sri Ashoke Dutta Chowdhury (3) Sri Achintya Dutta Chowdhury (4) Sri Gobinda Dutta Chowdhury (5) Sri Biswanath Dutta Chowdhury (6) Sri Ashis Mitra (7) Sri Swarup Roy and (8) Sri Supriyo Roy and (9) Smt. Ashima Ghosh, all legal heirs of Sri Bibhuti Bhusan Dutta Chowdhury, son of Late Satish Chandra Dutta Chowdhury sold, conveyed and transferred undivided and impartible share in possession of 5 Decimal of Tank/Pukur lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2968, Dag No. 56, Ward No. 123, to said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRIKAMAL KAYAL AND SRIAMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S: Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of the said Deed of Conveyance dated 22nd October 2014 and was duly registered in the office of the A.D.S.R.O. Behala, and recorded in Book No. I, CD Volume No. 29 Page 1225 to 1242, Being No. 08953 for the year 2014.

AND WHEREAS thereafter Smt. Dipali Ghosh & Miss. Shreya Dutta both legal heirs of Sri Bibhuti Bhusan Dutta Chowdhury, son of Late Satish Chandra Dutta Chowdhury jointly sold and/or conveyed ALL THAT piece and parcel of Tank/Pukur measuring about 8 Chittaks 3 Sq. Ft. be the same a little more or less lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, comprised in Dag No. 56, under Khatian No. 2968, Police Station: Thakurpukur, within the local limits of Kolkata Municipal Corporation, in the District 24 Parganas South, to said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRIKAMAL KAYAL AND SRIAMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S: Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 8th October 2015 and was duly registered in the office of the A.D.S.R.O. at Behala, and recorded in Book No. I, Pages from 116726-116750, Being No. 08056 for the year 2015.



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AND WHEREAS the said (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, both sons of Late Jatindra Nath Dutta Chowdhury (4) Smt. Chabi Dutta, wife of Kalyan Dutta, (5) Smt. Rubi Ghosh, wife of Nandalal Ghosh, (6) Smt. Gouri Chatterjee, wife of Late Chandan Chatterjee, (7) Smt. Rupa Halder, wife of Ranjan Halder, sold and/or conveyed 2.5 Decimal of undivided Tank/Pukur, lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 3548, Dag No. 56, Ward No. 123, unto and in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED, incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 14th December 2021 and was duly registered in the office of the A.D.S.R.O. at Behala, and recorded in Book No. I, Volume No. 1607-2021 Page 564708 to 564754, Being No. 1607-15775 for the year 2021.

AND WHEREAS the said (1) Sri Ashim Dutta Chowdhury, (2) Sri Amit Dutta Chowdhury, (3) Sri Somen Dutta Chowdhury, (4) Smt. Mily Mitra, (5) Smt. Lily Bose sold, transferred and conveyed 2.5 Decimal of undivided Tank/Pukur, lying situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 1059, L.R. Khatian No. 5301, Dag No. 56, Ward No. 123, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit. Borough XVI, Kolkata 700008, District South 24 Parganas unto and in favour of said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) by virtue of a Deed of Conveyance dated 14th day of December 2021 and was duly registered in the office of the A.D.S.R.O. at Behala, and recorded in Book No. I, Volume No. 1607-2021 Page 564667 to 564707, Being No. 1607-15774 for the year 2021.

AND WHEREAS after the purchase of all the aforesaid Tank/Pukur property by the said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) duly amalgamated the said Tank/Pukur property totaling about 15 Cottahs 2 Chittaks 10 Sq. Ft. more or less and mutated their name before the Kolkata Municipal Corporation and the same was numbered as Municipal Premises No. 281, Diamond Harbour Road, having its Assessee No. 41-123-06-1194-B.

AND WHEREAS thereafter said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED filed an application before the office of the concern D.L. & L.R.O. for conversion of the aforesaid Tank/Pukur Land To Bastu Land in respect of his aforesaid land measuring 15 Cottahs 2 Chittaks 10 Sq. Ft. lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian Nos. 2612, 2577, 2968, 3548 and Khatian No. 1059 under L.R. Khatian No. 5301, Dag No. 56, within Police Station: Thakurpukur, in the District: 24 - Parganas vide Case No. CONV2022163000049 dated 07.01.2022 and the said D.L. & L.R.O. Authority issued a Conversion Certificate in favour of the M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED on 20.05.2022 vide Memo No. 51A(C)/12/4089/P/22 against Vide Case No. 12/ 2022.

GENERAL:

WHEREAS thereafter said M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South) after purchase all afore mentioned portion or properties out of the total land they become one of the Co-Sharers of the said properties along with other Co-Sharers, and the all Co-Sharers decided to amalgamation of their rest of the land with others Co-Sharers Land which are contiguous of their land through some Deed of Gifts.

AND WHEREAS thereafter in the aforesaid manner one (1) Sri Ashim Dutta Chowdhury, (2) Sri Amit Dutta Chowdhury, (3) Sri Somen Dutta Chowdhury, (4) Smt. Mily Mitra, (5) Smt. Lily Bose gifted ALL THAT piece and parcel of 1 Chittak out of total land measuring about 2 Cottahs 9 Chittaks more or less together with 600 Sq. Ft. pucca structure standing thereon lying



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and situated at Mouza: Purba Barisha, J.L. No. 23, Khatian No. 1059, Dag No. 55, 55/4597, 55/4600, 55/4601, K.M.C. Premises No. 148, Diamond Harbour Road, Ward No. 123, Assessee No. 41-123-06-014-38, and A.D.S.R.O. Behala, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit, Kolkata 700008, in the District South 24 Parganas unto and IN FAVOUR OF (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, son of Late Jatindra Nath Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, (4) Smt. Chhabi Dutta, daughter of Late Jatindra Nath Dutta Chowdhury, (5) Smt. Rubi Ghosh, daughter of Late Jatindra Nath Dutta Chowdhury, (6) Smt. Gouri Chatterjee, daughter of Late Jatindra Nath Dutta Chowdhury, (7) Smt. Rupa Halder, daughter of Late Jatindra Nath Dutta Chowdhury, (8) Sri Debi Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (9) Sri Jyoti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury (10) Sri Kshiti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (11) Smt. Chhaya Rani Bose, daughter of Late Himangshu Bhusan Dutta Chowdhury, (12) Smt. Padma Barua, daughter of Late Himangshu Bhusan Dutta Chowdhury, (13) Smt. Debi Rani Dutta Chowdhury, wife of Late Samar Dutta Chowdhury, (14) Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury, (15) Smt. Anjali Roy Chowdhury, wife of Late Ajit Kumar Roychowdhury, (16) M/S PABITRA CONSTRUCTIONS PVT. LTD. by virtue of a Deed of Gift dated 13.01.2023, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 24890 to 24928, Being No. 1607-00407 for the year 2023.

AND WHEREAS (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, & (3) Sri Sankar Dutta Chowdhury, both sons of Late Jatindra Nath Dutta Chowdhury, (4) Smt. Chhabi Dutta, daughter of Late Jatindra Nath Dutta Chowdhury, (5) Smt. Rubi Ghosh, daughter of Late Jatindra Nath Dutta Chowdhury, (6) Smt. Gouri Chatterjee, daughter of Late Jatindra Nath Dutta Chowdhury, (7) Smt. Rupa Halder, daughter of Late Jatindra Nath Dutta Chowdhury gifted ALL THAT piece and parcel of 1 Chittak out of total land measuring about 2 Cottahs 9 Chittaks more or less together with 600 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag No. 55/4597. being Premises No. 149, Diamond Harbour Road, Ward No. 123, Assessee No. 41-123-06-0144-0, and A.D.S.R.O. Behala, P.S. Thakurpukur, under the jurisdiction of Kolkata Municipal Corporation S.S. Unit, Kolkata 700008, in the District South 24 Parganas unto and IN FAVOUR OF (1) Sri Ashim Dutta Chowdhury, (2) Sri Amit Dutta Chowdhury, (3) Sri Somen Dutta Chowdhury, (4) Smt. Mily Mitra, (5) Smt. Lily Bose, (6) Sri Debi Prasad Dutta Chowdhury, all sons of Late Himangshu Bhusan Dutta Chowdhury, (7) Sri Jyoti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury (8) Sri Kshiti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (9) Smt. Chhaya Rani Bose, daughter of Late Himangshu Bhusan Dutta Chowdhury, (10) Smt. Padma Barua, daughter of Late Himangshu Bhusan Dutta Chowdhury, (11) Smt. Debi Rani Dutta Chowdhury, wife of Late Samar Dutta Chowdhury, (12) Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury, (13) Smt. Anjali Roy Chowdhury, wife of Late Ajit Kumar Roychowdhury, (14) M/S PABITRA CONSTRUCTIONS PVT. LTD. by virtue of a Deed of Gift 13.01.2023, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 24785 to 24826, Being No. 1607-00406 for the year 2023.

AND WHEREAS (1) Smt. Debi Rani Dutta Chowdhury, wife of Late Samar Dutta Chowdhury, (2) Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury, had gifted of ALL THAT piece and parcel of 1 Chittak out of total land measuring about 11 Cottahs 8 Chittaks 04 Sq. Ft. more or less together with 700 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, R.S. Khatian No. 2612 and C.S. Dag No. 58 and R.S. Dag No. 55/4599, Khatian No. 2611, and right of way in passage appertaining to R.S. Dag Nos. 55/4600 and 55/4601, Khatian No. 2616, J.L. No. 23, Touzi No. 1-6, 8-10, and 12-16, P.S. Behala now Thakurpukur, being Premises No. 150, Diamond Harbour Road, Ward No. 123, District South 24 Parganas unto and IN FAVOUR OF (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, son of Late Jatindra Nath Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, (4) Smt. Chhabi Dutta, daughter of Late Jatindra Nath Dutta Chowdhury, (5) Smt. Rubi Ghosh, daughter of Late Jatindra Nath Dutta Chowdhury, (6) Smt. Gouri Chatterjee, daughter of Late Jatindra Nath Dutta Chowdhury, (7) Smt. Rupa Halder, daughter of Late Jatindra Nath Dutta Chowdhury (8) Sri Ashim Dutta Chowdhury, (9) Sri Amit Dutta Chowdhury, (10) Sri Somen Dutta Chowdhury, (11) Smt. Mily Mitra, (12) Smt. Lily Bose, (13) Sri Debi Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (14) Sri Jyoti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury (15) Sri Kshiti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (16) Smt. Chhaya Rani Bose, daughter of Late Himangshu Bhusan Dutta Chowdhury, (17) Smt. Padma Barua, daughter of Late Himangshu Bhusan Dutta Chowdhury, (18) Smt. Anjali Roy Chowdhury, wife of Late Ajit Kumar Roychowdhury, (19) M/S PABITRA CONSTRUCTIONS PVT. LTD. by virtue of a Deed of Gift 21.12.2022, duly registered in the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Page 1170192 to 1170222, Being No. 1904-20489 for the year 2022.



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AND WHEREAS (1) Sri Debi Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (2) Sri Jyoti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury (3) Sri Kshiti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (4) Smt. Chhaya Rani Bose, daughter of Late Himangshu Bhusan Dutta Chowdhury, (5) Smt. Padma Barua, daughter of Late Himangshu Bhusan Dutta Chowdhury, gifted ALL THAT piece and parcel of 1 Chittak out of total land measuring about 2 Cottahs 5 Chittaks 22 Sq. Ft. more or less together with 500 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, J.L. No. 23, Touzi No. 1-6, 8-10, and 12-16, under Khatian No. 2576, comprised in Dag No. 55, 55/4597, 55/4600, 55/4601, within the local limits of Kolkata Municipal Corporation, being Premises No. 145, Diamond Harbour Road, Ward No. 123, after separation the K.M.C. Premises No. Comes to 145B, Diamond Harbour Road, Kolkata 700008, Assessee No. 411230611961, District South 24 Parganas unto and IN FAVOUR OF (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, son of Late Jatindra Nath Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, (4) Smt. Chhabi Dutta, daughter of Late Jatindra Nath Dutta Chowdhury, (5) Smt. Rubi Ghosh, daughter of Late Jatindra Nath Dutta Chowdhury, (6) Smt. Gouri Chatterjee, daughter of Late Jatindra Nath Dutta Chowdhury, (7) Smt. Rupa Halder, daughter of Late Jatindra Nath Dutta Chowdhury, (8) Sri Ashim Dutta Chowdhury, (9) Sri Amit Dutta Chowdhury, (10) Sri Somen Dutta Chowdhury, (11) Smt. Mily Mitra, (12) Smt. Lily Bose (13) Smt. Debi Rani Dutta Chowdhury, wife of Late Samar Dutta Chowdhury, (14) Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury, (15) Smt. Anjali Roy Chowdhury, wife of Late Ajit Kumar Roychowdhury, (16) M/S PABITRA CONSTRUCTIONS PVT. LTD. by virtue of a Deed of Gift 13.01.2023, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 24827 to 24866, Being No. 1607-00408 for the year 2023.

AND WHEREAS one Smt. Anjali Roy Chowdhury, wife of Late Ajit Kumar Roychowdhury, gifted ALL THAT piece and parcel of 1 Chittak out of total land measuring about 1 Cottahs 9 Chittaks more or less together with 400 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under Khatian No. 2969, appertaining to Dag No. 55 and 55/4594(P), P.S. Behala now Thakurpukur, Kolkata Municipal Corporation Premises No. 152, Diamond Harbour Road, after separation of the Plot the Premises No. Comes to 152B, Diamond Harbour Road, Ward No. 123, Assessee No. 411230610774, Kolkata 700008, District South 24 Parganas unto and IN FAVOUR OF (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, son of Late Jatindra Nath Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, (4) Smt. Chhabi Dutta, daughter of Late Jatindra Nath Dutta Chowdhury, (5) Smt. Rubi Ghosh, daughter of Late Jatindra Nath Dutta Chowdhury, (6) Smt. Gouri Chatterjee, daughter of Late Jatindra Nath Dutta Chowdhury, (7) Smt. Rupa Halder, daughter of Late Jatindra Nath Dutta Chowdhury, (8) Sri Ashim Dutta Chowdhury, (9) Sri Amit Dutta Chowdhury, (10) Sri Somen Dutta Chowdhury, (11) Smt. Mily Mitra, (12) Smt. Lily Bose (13) Smt. Debi Rani Dutta Chowdhury, (14) Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury, (15) Sri Debi Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (16) Sri Jyoti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury (17) Sri Kshiti Prasad Dutta Chowdhury, son of Late Himangshu Bhusan Dutta Chowdhury, (18) Smt. Chhaya Rani Bose, daughter of Late Himangshu Bhusan Dutta Chowdhury, (19) Smt. Padma Barua, daughter of Late Himangshu Bhusan Dutta Chowdhury, (20) M/S PABITRA CONSTRUCTIONS PVT. LTD. by virtue of a Deed of Gift 10.01.2023, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 21141 to 21175, Being No. 1607-00268 for the year 2023.

AND WHEREAS said M/S PABITRA CONSTRUCTIONS PVT. LTD. gifted (1) ALL THAT piece and parcel of 1 Chittak out of total land measuring about 2 Cottahs more or less together with 500 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, under C.S. Khatian No. 222, comprised in part of C.S. Dag No. 59, P.S. Thakurpukur, Kolkata Municipal Corporation Premises No. 85, Chandi Charan Ghosh Road, Ward No. 123, Assessee No. 41-123-05-0100-6, Borough No. XVI, Kolkata 700008, District South 24 Parganas (2) ALL THAT piece and parcel of 1 Chittak out of total land measuring about 15 Cottahs 2 Chittaks 0 Sq. Ft. more or less together with 500 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, R.S. and L.R. Dag No. 56, under L.R. Khatian No. 5301, being Premises No. 281, Diamond Harbour Road, P.S. Thakurpukur, Ward No. 123, Assessee No. 41-123-06-1194-8, Borough No. XVI, Kolkata 700008, District South 24 Parganas and (3) ALL THAT piece and parcel of 1 Chittak out of total land measuring about 7 Chittaks 23 Sq. Ft. more or less together with 300 Sq. Ft. pucca structure standing thereon lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16, R.S. and L.R. Dag No. 55, under Khatian No. 2576, being Premises No. 145B/1, Diamond Harbour Road, P.S. Thakurpukur, Ward No. 123, Assessee No. 41-123-06-1197-3, Kolkata 700008, District South 24 Parganas unto and IN FAVOUR OF (1) Smt. Puspa Dutta Chowdhury, wife of Late Jatindra Nath Dutta Chowdhury, (2) Sri Swapan Dutta Chowdhury, son of Late Jatindra Nath Dutta Chowdhury, (3) Sri Sankar Dutta Chowdhury, (4) Smt. Chhabi Dutta, daughter of Late Jatindra Nath Dutta Chowdhury, (5) Smt. Rubi Ghosh, daughter of Late Jatindra Nath Dutta



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Chowdhury, (6) Smt. Gouri Chatterjee, daughter of Late Jatindra Nath Dutta Chowdhury, (7) Smt. Rupa Halder, daughter of Late Jatindra Nath Dutta Chowdhury, (8) Sri Ashim Dutta Chowdhury, (9) Sri Amit Dutta Chowdhury, (10) Sri Somen Dutta Chowdhury, (11) Smt. Mily Mitra, (12) Smt. Lily Bose (13) Smt. Debi Rani Dutta Chowdhury, (14) Smt. Minati Ghosh, daughter of Late Samar Dutta Chowdhury, (15) Sri Debi Prasad Dutta Chowdhury, son of Late Himangshu Bhushan Dutta Chowdhury, (16) Sri Jyoti Prasad Dutta Chowdhury, son of Late Himangshu Bhushan Dutta Chowdhury (17) Sri Kshiti Prasad Dutta Chowdhury, son of Late Himangshu Bhushan Dutta Chowdhury, (18) Smt. Chhaya Rani Bose, daughter of Late Himangshu Bhushan Dutta Chowdhury, (19) Smt. Padma Barua, daughter of Late Himangshu Bhushan Dutta Chowdhury, (20) Smt. Anjali Roy Chowdhury, wife of Late Ajit Kumar Roychowdhury by virtue of a Deed of Gift 18.01.2023, duly registered in the office of the Additional District Sub-Registrar, Behala and recorded in Book No. I, Volume No. 1607-2023, Page 25498 to 25546, Being No. 1607-00569 for the year 2023.

AND WHEREAS by strength of the aforesaid Six Registered Gift Deeds, the said 1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Baruipara, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South), 2) DEBI RANI DUTTA CHOWDHURY, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, and 3) SMT. MINATI GHOSH, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at VIII & P.O. South Mohanpur, P.S. Magrahat, Dist- 24 Parganas (South), West Bengal: 743610; became the joint Owners of total Bastu Land as per Assessment Record of K.M.C., together with undivided one dilapidated Structure comprising covered area of 5000 Square Feet within the limits of the Kolkata Municipal Corporation, Ward No. 123, names as the joint Owners of the said land as the Single Plot of Land in the records of the Kolkata Municipal Corporation **AND** thereafter the Owners herein amalgamated the said plots into a Single Plot of Land measuring about 29 COTTAS OR CHITTAKS AND 10 SQUARE FEET, be the same a little more or less, as per Assessment Record of K.M.C., together with undivided one dilapidated Structure comprising covered area of 5000 Square Feet, mutated their names as the joint Owners of the said land as the Single Plot of Land in the records of the Kolkata Municipal Corporation as Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 13, being Assessee No. 41-123-06-0145-1 and during the possession over their said property alongwith the said Bonafide Tenant Sri Tanmoy Ray Chaudhuri possession an area of 1740 sq. ft. (approx.)

AND WHEREAS while thus seized and possessed of the total Land of the said property, the present **OWNERS** have enjoying and possessing the said Property as Lawful Joint Owners with aforesaid Co-sharers of ALL THAT piece and parcel of a Bastu Land measuring about 36 COTTAS OR CHITTAKS AND 24 SQUARE FEET, be the same a little more or less, together with undivided one dilapidated Structure comprising covered area of 5000 Square Feet, lying and situated at lying and situated at Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 13, being Assessee No. 41-123-06-0145-1, which is morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter called and referred to as the "SAID PROPERTY", free from all encumbrance, attachments, liens and lispences. Except the tenant Sri Tanmoy Ray Chaudhuri Occupying an Area of 1740 Sq.Ft.

AND WHEREAS thus the all present Owners herein intend to develop the said land at the said premises and being unable to develop the said land at the said premises and looking for a Developer with experience who will be able to formulate a scheme for development of property into Residential & Commercial Project and disposal of the same which would be their mutual advantage and thus have agreed with the Developer to develop the same by erecting new building thereon consisting of several Flats and Spaces as per to be Building Plan to be sanctioned and/or approve by the Kolkata Municipal Corporation in the name of Owners and Developer's Firm on the term and conditions contained therein.

AND WHEREAS simultaneously the **OWNERS** therein and U S T CONSTRUCTIONS a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station; New Allpore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the PARTNER and AUTHORIZED SIGNATORY of the said Firm namely - MR. SOURAV ROY, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Allpore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, executed a registered Development Agreement on 15th day of March, 2023, which was duly registered in the office of the Addl. District Sub-Registrar at Behala and recorded in Book No. I, Volume No. 1607-2023, Pages from 101703 to 101777, Being No. 1607-03128 for the year 2023, ALONGWITH executed a registered Development Power of Attorney on the same date, which was duly registered in the office of the Addl. District Sub-Registrar at Behala and recorded in Book No. I, Volume No. 1607-2023, Pages from 101926



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to 101955, Being No. 1607-03135 for the year 2023, and the said **1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED** incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL**, both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Barulpura, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South). **2) DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, and **3) SMT. MINATI GHOSH**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, Dist.- 24 Parganas (South), West Bengal: 743610; described therein as the **OWNERS** of the One Part, and the said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAY ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, described therein as the **DEVELOPER FIRM** of the Other Part, for the **SAID PROPERTY** written hereinabove, which are more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS but due to some unavoidable circumstances the said **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAY ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, P.O. Sahapur, Police Station Behala, presently New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, have not completed the said project due to the reasons beyond their control.

AND WHEREAS the aforesaid all **OWNERS** herein and the said **U S T CONSTRUCTIONS** further executed and registered a **CANCELATION & REVOCATION OF DEVELOPMENT AGREEMENT**, dated 20th day of November, 2024, which was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. I, Volume No. 1602-2024, Being No. 1602-15404 for the year 2024, **ALONGWITH CANCELATION & REVOCATION OF DEVELOPMENT POWER OF ATTORNEY** on the same date, which was duly registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. IV/Volume No. 1602-2024, Being No. 1602-00319 for the year 2024, for Cancellation and Revocation of the said **Development Agreement** dated 15th day of March, 2023 & **Development Power of Attorney** dated 15th day of March, 2023, in between the aforesaid **OWNER** and "**U S T CONSTRUCTIONS**" for the aforesaid **PROPERTY** written hereinabove, which are morefully and particularly described in the **FIRST SCHEDULE** hereunder written and the said security deposit adjusted with the the **M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED**.

AND WHEREAS the said **1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED** incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL**, both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Barulpura, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, District 24 Parganas (South). **2) DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, and **3) SMT. MINATI GHOSH**, wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, Dist.- 24 Parganas (South), West Bengal: 743610; as the **OWNERS** therein and the Co-Owners herein are now lawfully, absolutely seized and possessed of their respective shares in respect of the said property and enjoying the same by paying taxes and outgoing to the appropriate authority which has specifically described in the **FIRST SCHEDULE** hereunder and hereinafter referred to as the "**Said Premises**" and are otherwise well and sufficiently entitled to said **PROPERTY** in simple free from all encumbrances.

AND WHEREAS accordingly **1) M/S PABITRA CONSTRUCTIONS PRIVATE LIMITED** incorporated under the Companies Act, 1956 having its registered office at 28, Mahatma Gandhi Road, P.O.- Joka, P.S. Thakurpukur, Kolkata - 700104, District, South 24 Parganas represented by the Directors namely - **SRI KAMAL KAYAL AND SRI AMAL KUMAR KOYAL**, both sons of Sri Pabitra Kanti Koyal, both are residing at Joka Barulpura, P.O. - Joka, P.S. Thakurpukur, Kolkata - 700104, in the District: 24 Parganas (South). **2) DEBI RANI DUTTA CHOWDHURY**, wife of Late Samar Dutta Chowdhury, residing at 8/2, Kali Kinkar Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) and **3) SMT. MINATI GHOSH** wife of Sri Nitai Pada Ghosh and daughter of Late Samar Dutta Chowdhury, residing at Vill & P.O. South Mohanpur, P.S. Magrahat, in the Dist.- 24 Parganas (South), West Bengal: 743610; **4) ASHIM DUTTA CHOWDHURY**, son of Late Sudhindra Nath Dutta Chowdhury, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24



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Parganas (South) **5) AMIT DUTTA CHOWDHURY**, son of Late Sudhindra Nath Dutta Chowdhury, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **6) SOMEN DUTTA CHOWDHURY**, son of Late Sudhindra Nath Dutta Chowdhury, residing at 41/17/4C, kailash Ghosh Road, Choarmore, Dhara Para, P.O. Barisha, P.S. Haridevpur, Kolkata - 700008, in the District: 24 Parganas (South) **7) MILY MITRA**, wife of Sri Chandan Kanti Mitra and daughter of Late Sudhindra Nath Dutta Chowdhury, residing at 506, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, in the District: 24 Parganas (South) **8) LILY ROSE**, wife of Sri Samar Bose and daughter of Late Sudhindra Nath Dutta Chowdhury, residing at Village- Kamarpole, P.O. Sarisha, P.S. Diamond Harbour, Pin Code - 743368, in the District: 24 Parganas (South) and **9) SMT. ANJALI ROY CHOWDHURY**, wife of Late Ajit Kumar Roy Chowdhury, residing at 71/2, Diamond Harbour Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700104, in the District: 24 Parganas (South) all the present **OWNERS** herein in respect of the **Total Amalgamated Property** measuring about **38 COTTAHS, 2 CHITTAKS AND 24 SQUARE FEET**, be the same a little more or less, together with undivided one dilapidated Structure comprising covered area of **5000 Square Feet**, lying and situated at lying and situated at **Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. 16, being Assessee No. 41-123-06-0145-1**, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, approached to **BIVISION UST DEVELOPERS LLP (PAN: ABAFB7660L) (GST NO. 19ABAFB7660L1Z1) (LLP/CIN NO: ACA-0279) (TAN NO: CALB24307D)** a Limited Liability Partnership Firm having its registered Office at 75/27A, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY, (PAN: ALHPRO226K) (AADHAAR NO. 4264 6400 6706) (MOBILE NO. 9674675024)** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, the **Developer** herein to construct the **"MULTI STORIED BUILDING"** on the said property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

AND WHEREAS the **Developer** after discussion with the **Owners** have agreed to undertake the development work on the said plot of land after the demolition of the existing structure standing thereon and as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this **DEVELOPMENT AGREEMENT** by incorporating the terms and conditions of the Development of the said premises which are as follows :-

AND WHEREAS the **Owners** herein intend to develop the said land at the said premises and being unable to develop the said land at the said Property and looking for a **Developer** with experience who will be able to formulate a scheme for development of the said Property into **Residential & Commercial Project** and disposal of the same which would be their mutual advantage and thus have agreed with the **Developer** to develop the same by erecting new building thereon consisting of several **Flats, Shops, Car Parking Spaces, Units and Other Spaces** as per to be Plan to be sanctioned and/or approve by the **Kolkata Municipal Corporation** on the term and conditions contained herein.

AND WHEREAS accordingly the **Owners** herein approached the **Developer** herein to construct the **"BUILDING"** on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the **Kolkata Municipal Corporation**.

AND WHEREAS the **Developer** after discussion with the **Owners** have agreed to undertake the development work on the said undivided **PLOT OF LAND** after the demolition of the existing structure standing thereon and as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this **DEVELOPMENT AGREEMENT** by incorporating the terms and conditions of the Development of the said premises which are as follows :-

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

PART - A: DEFINITION, TITLE OF THE OWNERS AND PURPOSE.

A.1. DEFINITION:



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A.1.1. IN THIS AGREEMENT, UNLESS IT IS CONTRARY OR REPUGNANT TO THE CONTEXT, THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS:-

- (i) **"AGREEMENT"** shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the specific power of attorney.
- (ii) **"AGREED RATIO AS REVENUE SHARING"** shall mean the ratio of sharing or distribution of distributable project revenue between the Owner No. 1 on the one hand and the Developer on the other hand; It is agreed by and between the parties herein that the Owner No. 1 shall have sale proceeds after adjustment of the Refundable Security Deposit i.e. Rs. 4,00,00,000/- (Rupees Four Crore) only remaining sale proceeds of the entire units under the said project the Owner No.1 will get 40%, Owner No.9 will get 3% and the Tenant will get 5% and the Developer will get 52% of the sales revenue of the said sale proceeds.
- (iii) **"APPLICABLE LAW"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include any changes and/or amendments from time to time being in force;
- (iv) **"APPROVALS"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever irrespective of its nomenclature required under any Applicable Law from any Government Authority for sanction of Plans, (as defined hereinafter) construction, development, ownership, management, operation, implementation and completion of the Project (as defined hereinafter), including any completion certificate and any occupation certificates;
- (v) **"ARCHITECT"** shall mean such person or persons and/or firm or firms who may be appointed by the Developer from time to time at its own costs for preparation drawing and designing of the plan and planning and supervision of the construction of the Project at the Said Property;
- (vi) **"ASSOCIATION"** shall mean any association, syndicate, committee, body, society or company which would comprise one representative from all the Units and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
- (vii) **"COMMON AREAS, INSTALLATIONS AND FACILITIES"** shall mean the areas, facilities and amenities in the Building(s) and/or the Said Property earmarked for common use and enjoyment of the unit owners/occupiers of the Units and shall include corridors, stairways, landings, lobbies, entrances and/or exit gates, passageways, driveways, pathways, lifts, shafts/ducts, drains, sewers, pits, lift machine room, electric/generator /meter or other equipment room, common toilets, other spaces, overhead Tank/Pukur, underground water reservoirs, pumps/motors, pipes, plumbing, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be;
- (viii) **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining and up-keeping the Project (and in particular the Common Areas, Installations and Facilities), rendition of common services in common to the Unit owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Installations and Facilities, in common;
- (ix) **"DEVELOPMENT RIGHTS"** shall refer to the right, power, entitlement, authority, sanction and permission to:-
- a. **To enter** upon and take permissive possession of the Said Property as a licensee for the purpose of development and construction of the Project in accordance with the terms of this Agreement and, unless the Agreement is terminated earlier in accordance with law, however, such permissive possession should be vacant;



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- b.** To appoint employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project in accordance with the Approvals;
- c.** To carry out all the infrastructure and related work/ constructions for the Project, including levelling, water storage facilities, water mains, sewages, septic Tank/Pukur, storm water drains, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Said Property as may be required by any approvals, layout plan, or order of any Governmental Authority;
- d.** To launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas in the Project and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas in the project and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer ownership, possession, use or occupation of all Units and/or saleable areas comprised in the Project to the respective intending purchasers / transferees;
- e.** To execute all necessary, legal and statutory writings, agreements and documentations including, the leasing, declarations affidavits and/or gift deeds for sanction of plan, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the documents for sale, lease or transfer of the same.
- f.** To manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer/assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
- g.** To apply for and obtain any approvals in its name or in the name of the Owner No. 1, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owner No. 1 for the purpose of development and construction of the Project;
- h.** Generally to do any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;
- i.** To Collaborate with, engage or work conjointly with another developer who may be an individual, firm, association, LLP, company or any other entity in similar business in order to get the work of development and construction of the Project done effectively and expeditiously. In no way the induction of any third party will affect the right of landowner and the Developer hereby agrees to indemnify the landowner in case any mishaps.
- j.** "Distributable Project Revenue" shall mean and include the Revenue accruing and arising to the "Project" by way of receipts from Purchaser/s/Allottee/s in the "Project" including the basic sale price or consideration, "Floor Rise Charges" and "Premium Location Charges" but shall not include the following :-
- (i) Marketing fee payable to the Developer,
 - (ii) Club membership fees and charges,
 - (iii) External electrification charges,
 - (iv) Power backup charges,
 - (v) Gymnasium charges
 - (vi) Maintenance security deposit,
 - (vii) Advance maintenance charges,
 - (viii) GST as applicable,



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K. Escrow Account: Shall mean an escrow account is a third party account where funds are kept before they are transferred to the ultimate party. Escrow Accounts are a financial instrument in which an asset or escrow money is held by a third party on behalf of other parties that are in the process of completing a transaction.

Explanation A: The fees and charges mentioned at **Serial No. (I)** in the instant definition clause shall be retained by the Developer solely and shall be the Developer's property for all time to come in as much as it is the Developer who would the Marketing of the Project constructed by it.

Explanation B: The fees and charges mentioned at **Serial Nos. (II) to (VII)** in the instant definition clause shall be retained by the Developer solely as a consideration for providing and for the maintenance of the said facilities, however, upon the Apartment Owners Association being formed and being ready to provide and maintain the said facilities, once the Developer hands over charge to the Apartment Owners Association the Developer shall no longer be entitled to such payments from such day of handing over charge to the Apartment Owners Association but on condition that the Apartment Owners Association shall have no right over the payments already made to the Developer prior to the Developer handing over charge to the Apartment Owners Association.

(viii) Contributions received from the customers towards electricity,

(ix) Water, sewerage deposit and other connection related charges,

(x) Reticulated Gas connection and related charges and deposits,

(xi) Association Deposit,

(xii) GST,

(xiii) Any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs.

Explanation C: The fees and charges mentioned at **Serial Nos. (VIII) TO (XIII)** in the instant definition clause would be collected/recovered from the Unit Purchasers/ Purchasers in relation to the "Saleable Area" as a contribution from such Purchasers for the onward transfer/deposit to the concerned Government Authority or "Association of Allottees".

(xiv) The cost of interest and compensation paid to the Purchaser/s/Allottee/s relating to project construction and development.

Explanation D: The cost mentioned at **Serial No. (XIV)** in the instant definition clause shall be borne by the Developer alone.

(xv) The cost of interest and the compensation paid to the Purchaser/s/Allottee/s on claims relating to title.

Explanation E: The cost mentioned at **Serial No. (XV)** in the instant definition clause shall be borne solely by the Owner.

(xvi) All the Excluded Receipts as defined in clause 7.6 of this Agreement) to be shared by the Owner No. 1 and the Developer in the ratio mentioned in this Agreement.

(x) "**Effective Date**" shall mean the date of execution of this Agreement by the Parties.

(xi) "**Encumbrance**" shall mean any mortgage whether simple, usufruct, equitable or otherwise, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

(xii) "**Force Majeure**" shall mean an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, bandh and/or strikes, crowd disorder or other industrial action, terrorist action, civil commotion, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

(xiii) "**Maintenance Organization**" shall mean the Developer for the time being and upon its formation, the Association, who shall be responsible to carry out and look after the maintenance management and upkeep of the Project and the Said Property particularly and in general, the Common Areas, Installations and Facilities thereat;



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(xiv) **"Parking Spaces"** shall mean and include the areas and spaces, either covered or open or stacked, meant or earmarked or intended to be reserved by the Developer in the Project for the purpose of parking of two or four wheeled vehicles of the Unit Owners;

(xv) **"Plans"** shall mean the plan for construction and development of the Project and the new buildings at the Said Property to be prepared by the Architect and caused to be sanctioned by the Developer from the concerned municipal corporation, or such other authority or department or body who may have jurisdiction in that behalf and shall include conceptualization and all modifications alterations additions amendments renewals revalidations and/or extension thereof or thereto made or caused by the Developer and intimate the same to the Owner No. 1;

(xvi) **"Project"** shall mean the project comprising of Unit/(s) to be constructed at the Said Property by the Developer for the purpose of sale of the Units, Parking Spaces, etc. comprised therein to the intending purchasers, in accordance with the Plans and wherever the context so refers or permits, shall include the Parking Spaces, the Common Areas Installations and Facilities and other areas or spaces to be constructed by the Developer at the Said Property and shall also include the land comprised in the Said Property;

(xvii) **"Project Costs"** shall include all costs and expenses for the construction and development of the Project, marketing cost of the Project, Architect fees etc. and all costs for obtaining any approvals for the same;

(xviii) **"Proportionate"** or **"Proportionately"** or **"Proportionate Share"** insofar as the matters of Units and/or Unit Owners and/or the Common Purposes are concerned, shall mean the proportion in which the total built-up area of a Unit may bear to the total built-up area of all the Units in the Project.

PROVIDED THAT where it refers to the share of any rates and/or taxes and/or the common expenses in general, then such share of whole of the common expenses shall be such as be determined by the Developer or the Association upon its formation, and insofar as the sharing of the gross revenue of the Project amongst the Owner No. 1 and the Developer is concerned;

(xix) **"Said Property"** shall mean **ALL THAT** piece and parcel of a Bastu Land measuring about **36 COTTARS, 2 CHITTAKS AND 24 SQUARE FEET.** be the same a little more or less, together with undivided one dilapidated Structure comprising covered area of **5000 Square Feet.** lying and situated at lying and situated at Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. XVI, being Assessee No. 41-123-06-0145-1, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the structure, right of ways, common paths, passages, drains, lights and all and every manner of former or other rights, liberties, privileges and all kinds of easements, profits, appurtenances, appendages whatsoever standing in and upon or belonging or in any way appertaining to the said property hereby along with all other general, quasi-easement and easement rights & liberties attached and due to the property, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** - **"THE PROPOSED BUILDING"** shall mean developing or constructing and exploiting Residential building or buildings proposed to be constructed on the said premises in conformity to the **MULTI** storied building plan to be approved by the competent authority on Reputed Civil Engineer and shall include the other spaces intended for the enjoyment of the building by its occupant (s).

(xx) **"Transfer"** with its grammatical variations shall mean and include transfer by possession or by sale or by any other means adopted for effecting what is understood as a transfer of space in the Project to the purchaser/transferee thereof;

(xxi) **"Units"** shall mean the divided, demarcated and developed spaces or other constructed areas in the Project to be constructed on/at the Said Property which are capable of being independently and exclusively held used, owned, occupied and/or enjoyed by the respective owners and, in respect of each such Unit, wherever the context so permits or intends, shall include the proportionate undivided indivisible impartible part or share in the land comprised in the Said Property underneath the building in which each such Unit is comprised and/ or is appurtenant thereto;

(xxii) **"Unit Owners"** shall according to the context, mean all persons who have from time to time purchased or agreed to purchase any Unit in the Project, whether or not possession of such Units have been taken, including the Developer for those units not alienated or agreed to be alienated by it, if any.

A.1.2. THE PARAGRAPH HEADINGS HEREIN SHALL NOT FORM PART OF THIS AGREEMENT AND THE SAME HAVE BEEN GIVEN ONLY FOR THE SAKE OF CONVENIENCE AND SHALL NOT BE TAKEN INTO ACCOUNT FOR THE CONSTRUCTION OR INTERPRETATION OF ANY OF THE TERMS OR PROVISIONS OF THESE PRESENTS.



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A.1.3. Words importing *Singular Number* shall include the *Plural Number* and *Vice-Versa*.

A.1.4. Words importing *Masculine Gender* shall include the *Feminine Gender* and *Neuter Gender*; similarly words importing *Feminine Gender* shall include *Masculine Gender* and *Neuter Gender*; likewise *Neuter Gender* shall include *Masculine Gender* and *Feminine Gender*.

A.1.5. The all Landowners are in vacant and peaceful possession of the Said Property.

A.1.6. The Developer has represented that they are/it is engaged in real-estate Development business and have the requisite infrastructure and financial ability to develop the Said Property and has approached the all Land owners to appoint the Developer for developing the Said Property.

A.1.7. In order to facilitate the smooth Development of the Said Property and the successful completion of the Project to be developed and built thereat and the marketing thereof the all Landowners have agreed to appoint the Developer to carry out, on behalf of the Landowners, the development and marketing of the Project, the sale of the saleable spaces in the Project comprising the Units, Parking Spaces and other constructed or developed areas or spaces thereat till completion of sale and/or Transfer of all such saleable spaces in the Project and the Developer has agreed to accept such appointment and to implement the Project on the terms and conditions, as contained hereinafter.

A.2. PURPOSE:

A.2.1. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Landowners in favour of the Developer with respect to the Said Property.

A.2.2. The Parties shall extend all co-operations to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

A.2.3. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties, respectively, may have against each other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

A.2.4. The Parties hereby accept the basic understanding between them as recorded herein and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the all Landowners hereby appoint the Developer as the exclusive developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment.

A.2.5. The Developer agrees to enter into this agreement upon believing the representation made by the all Landowners regarding the title of the property mentioned in the **FIRST SCHEDULE** and the Developer upon being fully satisfied with the title of the Owners do hereby agreed to enter into this present agreement.

A.2.6. This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution hereof and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed in all respect.

A.2.7 It is also been admitted between the Landowner and the Developer that every month Audit will take place in respect to the expenses incurred by Developer in respect of Development in the Said Property.

SECTION - B: AGREEMENT

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE - I: COMMENCEMENT

1.1. This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.



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ARTICLE - II: TITLE INDEMNITIES AND REPRESENTATIONS

2.1 The present Landowners do hereby declare and covenant with the Developer as follows:-

i) That by way of the abovementioned **all Deed of Conveyance and Amalgamation**, the Owners herein absolutely seized and possessed of and/or otherwise well and sufficiently entitled to and have a clear and marketable title over the holdings in the Said Property morefully described in the **First Schedule** hereunder.

ii) That the said property is not subject to any other encumbrances, mortgage of any nature including equitable, charges, liens, lispendences, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, thika tenancies, occupancy rights, restrictions, restrictive covenants, vesting, acquisition, requisitions, alignments, claims, demands and liabilities of any nature, whatsoever or howsoever, and they have a good and marketable title to the said property except one Tenant **SRI TANMAY RAY CHAUDHURI**. The all Landowners do hereby clarify and declare specifically that neither any of the Title Deeds of the said Property nor any document related to the said property has been deposited with any Bank or Financial Institution or with anybody else with the intention to create equitable mortgage over and/or in respect of the said property or any part thereof in favour of any such Bank or Financial Institution or anybody else.

iii) It is declared and clarified that no one else except the Landowners has/have any right title interest claim or demand, whatsoever or howsoever, in respect of the Said Property or any part thereof.

iv) That the all **Landowners** have absolute indefeasible right title and authority to enter into this Agreement with the **Developer**, in respect of the Said Property for the purpose of development thereof.

2.2. The **Owner No. 1** hereby agrees that they will make payment of all the rates, taxes, dues, outgoings, land revenue etc. by whatever name it is or it may be called together with the interest and penalty thereon, if any, in respect of the said property comprising the subject land and obtain necessary clearances and/or No Outstanding Certificates from the concerned authorities and/or bodies and/or departments, within **7 (Seven)** working days from the date of payment of Adjustable Security Deposit in totality and hand over the same to the **Developer**, failing which the **Owner No. 1** will be liable to convey such extent/measure/area of land, which is free from all encumbrances, as would be equivalent to the value of Adjustable Security Deposit. It is also hereby agreed that after execution of this present agreement it will be on the part of Developer to pay the municipal and other ancillary statutory taxes in respect to the said property.

2.3 The **Owner No. 1** hereby further agree that in case any dispute regarding the title of the **Owner No. 1** with respect to the Said Property or any part thereof arises, at any time hereafter, the **Owner No. 1** shall be liable to clear all disputes and make the said property entirely hassle-free, dispute-free and encumbrance-free at its/their own costs and expenses without fastening any liability, be it financial or otherwise, upon the **Developer** and the **Owner No. 1** do and each of them doth hereby agree to indemnify and keep the **Developer** saved harmless and indemnified of from and against all losses, costs, damages or actions, which the **Developer** may suffer or be put to due to such disputes. It is further clarified and agreed that the **Developer** shall be entitled to stop or suspend the work of **Development** of the Project at the sole risk, costs and consequences of the **Owner No. 1** (and with no liability of any kind whatsoever visiting the **Developer**) until all disputes and claims in respect of the Said Property or part thereof are cleared or settled by the **Owner No. 1** and the said property is made entirely hassle-free, dispute-free and encumbrance-free by the **Owner No. 1**. It is hereby clarified that the period of such suspension/stalling/stoppage of work shall stand excluded from the time/period agreed/specified for completion of the Project and the Developer shall also be entitled to compensation for its loss of business earning capacity if entire period during which the project shall remain suspended/stalled owing to the disputes that may have arisen as aforesaid exceeds three months.

ARTICLE - III: TITLE DEEDS

3.1 The **Owner No. 1** and the **Developer** have agreed that simultaneously with the execution of this Agreement, the Landowners will hand over all original title deeds and other documents in respect of the Said Property in custody of the Developer.

ARTICLE - IV: APPOINTMENT

4.1 The **Developer** has represented that it has the required infrastructure, financial ability and expertise to commence and thereby conclude the construction on the Said Property within the time specified herein. Based on such express representations upon being duly satisfied thereby, the **Owner No. 1** have exclusively appointed the **Developer** to develop the Said Property.



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4.2 The all Landowners do hereby appoint the Developer to exclusively carry out the development of the Project on the Said Property and to carry out the Project on behalf of the Landowners on the terms and conditions, as hereinafter contained.

ARTICLE - V: POSSESSION

5.1 Notwithstanding anything contrary contained elsewhere in this Agreement, for the purpose of this Agreement alone, the Landowners hereby agree to grant to the Developer the right to occupy and use the Said Property simultaneously with signing of this Agreement. The Developer shall be entitled to carry out survey, soil testing and other development related works at the Said Property. The Developer hereby confirms and undertakes that such grant shall only act as a permissive possession of the Said Property for the purpose of development of the said property in terms of the Instant Development Agreement.

ARTICLE - VI: DEVELOPER'S OBLIGATIONS /COVENANTS

6.1 Simultaneously with the execution of this Agreement, The Developer have already paid a sum of Rs. 1,00,00,000/- (Rupees One Crore) only as refundable deposit to the Owner No.1 out of Total Rs. 5,50,00,000/- (Rupees Five Crore Fifty Lakh) Only which has been paid in the manner mentioned in the Memo of Consideration written hereunder and the balance sum of Rs. 4,50,00,000/- (Rupees Four Crore Fifty Lakh) Only shall be paid within one month from the date of execution of these presents.

It is agreed that the said entire deposit is refundable and the refundable amount will be Rs.7,00,00,000/- (Rupees Seven Crore) only as agreed and the same shall be progressively adjusted against and out of the share of net sale revenue of Residential Allocation of The Land Owners i.e. 20% payable to the Owner No. 1 and 80% payable to Developer under the First-In, First-Out Method, meaning thereby that the said deposit shall be deducted and continue to be deducted from the share of net sale revenue payable to the owners till the time the said deposit is fully recovered. The Developer shall be entitled to deduct and keep on deducting the said deposit from the share of net sale proceeds payable to the Owner No. 1 as and when the computation is made to ascertain the proportionate share of money.

It is further agreed that after adjustment of the aforesaid refundable security deposit i.e. Rs.7,00,00,000/- (Rupees Seven Crore) only remaining sale proceeds of the under the said project the Owner No.1 will get 40%, Owner No.9 will get 3% and the Tenant will get 5% and the Developer will get 52% of the sales revenue of the said sale proceeds.

It has been decided amongst the owners that the Owners No. 2 to 9 and Tenant shall be given one THE FOLLOWING, in the said building OR FROM THE SALES REVENUE at the aforesaid Premises at the discretion of the developer.

2. & 3. Jointly One Open Car Parking Space.
4. TOTAL AMOUNT of Rs.95.00 Lakh out of which Rs. 20.00 Lakh within a period of one year from signing of this agreement. Rest of Rs 75 Lakhs will be paid within a period of two year from the date of signing of this agreement.
5. One Self Contained Flat Measuring 700 Sq. Ft Super Built Up Area in the 4th Floor.
6. At The time of Registration of this agreement - 10 Lacs, vide Cheque No. 004121 dated 13/11/2024.
Amounting Rs. 5.00 Lakh in the month of December 2024 vide Cheque No. 004122 dated 28/12/2024 .
Amounting Rs. 10.00 Lakh in the month of January 2025 vide Cheque No. 004123 dated 28/01/2025 .
Amounting Rs. 10.00 Lakh in the month of February 2025 vide Cheque No. 004124 dated 28/02/2024 .
Amounting Rs. 6.25 Lakh in the month of March 2025 vide Cheque No. 004125 dated 28/03/2024 .
7. One Self Contained Flat Measuring 700 Sq. Ft Super Built Up Area in the 4th Floor.
8. At The time of Registration of this agreement - 5 Lacs, Within One Year 21 Lacs.
9. 3% as sales revenue deducting the proportionate marketing cost, municipal taxes, GST as applicable, accruing on and from the date of completion of project till completion of sale, common area maintenance and other common utility charges in respect of the unsold Units, if any and cost of maintenance

The Tenant herein will be get 5% of the total Revenue from the 48% of Owner's Allocation as his rehabilitation Cost deducting the proportionate marketing cost, municipal taxes, GST as applicable, accruing on and from the date of completion of project till completion of sale, common area maintenance and other common utility charges in respect of the unsold Units, if any and cost of maintenance.

It is recorded that the Developer will provide the aforesaid all Flats to Owners as Owner's Allocation as un-partitioned.



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6.2 The Developer, subject to satisfaction with the title of the Landowners, has agreed to take up the Project and hereby confirms and undertakes that, the Developer shall commence the construction of Project alongwith the sanction Plan within 12 (Twelve) Months from the date of execution of these presents and the date of getting necessary approvals and permissions in respect of the Said Property and total completion of the said project within 60 (Sixty) Months from the sanction Plan of the said Project, subject to any Force Majeure, as defined in this Agreement, or conditions which are beyond the reasonable control of the Developer. It is also hereby mutually agreed that the construction of the said multi storied building will be only of B+G+12 only, in case any deviation is being done and it get exceeds B+G+12 then also on the extra part being constructed the revenue will be shared on 48% to the Owner No. 1., Owner No. 9, the Tenant and 52% to the Developer.

6.3 The Developer (as the representative of the Landowners) shall, at the earliest, obtain from the Planning Authorities, sanction of the revised Plans in connection with the development. In this regard it is clarified that full potential of the Said Property shall be utilized for the construction of the Project, the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Plans and Occupancy Certificate, if any) and all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

6.4 The Developer shall commence the process of inviting applications for **Booking of Saleable Areas** in the Project within 1 (One) Month from the date of receipt of sanction of the revised Plans from the appropriate authorities.

6.5 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys and also undertake all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owner No. 1 shall not be liable or responsible.

6.6 The Developer would be entitled to change its nature/character from a Partnership firm to a Company or LLP or otherwise as permitted by law, without the consent of the Owner No. 1 but without affecting the understanding, as envisaged herein and no such change of nature and character would affect either the Developer's rights and interest or the Landowners' right and interest flowing from the instant agreement.

6.7 The Project shall be made complete in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage /sewerage, water, electricity and any other essential connections and the landscaping and electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.

6.8 The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection or any other connections at or for the Said Property and/or the new buildings(s) and/or Units, as may from time to time be required.

6.9 On and from the date of execution of this Agreement, the Developer shall be in management and custody of the Said Property and shall bear and pay all costs and expenses on account of security and safety of the Said Property.

6.10 The Developer shall not violate or contravene any provisions or rules applicable for construction of building(s) and development of the Said Property.

6.11 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.

6.12 The Developer shall not initiate any proceedings/litigation against third parties in the Court in exercise of the authority given to Developer under this Agreement without intimation to the Landowners.

6.14 For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project, the Landowners hereby agree that the Developer alone shall be entitled and authorized in the name of the Landowners and also itself to receive all Earnest Money, Advance, Deposit, Consideration and all other amount payable by the Unit/Flat/Car Parking Space/Commercial Space from Purchaser/s for the sale and Transfer of their respective Unit/Flat/Car Parking Space/Commercial Space in his/her/their favour and give valid receipts and discharges therefore. It is hereby agreed that monthly audit will take place in respect of the earnest money, advances, deposits, considerations and all other amounts payable by the Unit/Flat/Car Parking Space/ Commercial Space from Purchaser/s for the sale and Transfer of their respective Unit/Flat/Car Parking Space/Commercial Space. And all expense of the said Audit Process will be borne by the Landowners herein.



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6.15 The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Landowners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the Said Property and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units in the Project. It is agreed by the parties that in the event such matter and/or dispute and/or litigation and/or case and/or issue is such that the same has arisen due to any defect of title and that affects the rights and interest of the Developer and/or causes loss to the Developer, the Developer shall be entitled to compensation apart from reimbursement of the costs incurred by the Developer in such regard.

6.16 The Developer shall frame the scheme for developing the Said Property in consultation with the Architects and send a copy thereof to the Owner No. 1 who shall be entitled within 15 (fifteen) days of the date thereof to give their comments on the same, failing which it shall be deemed that the Owner No. 1 do not have any comments thereon. The Developer shall take into consideration (but, it is clarified, not be bound by any such comments) while preparing the final scheme and revised Plans for development of the Said Property.

6.17 The Developer will duly intimate the Landowners and mutually decide the terms and condition of lease or rent or leave and license if they give any unit/(s) on lease or rent or leave and license.

ARTICLE - VII: MARKETING OF PROJECT

7.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided by the Developer.

7.2 The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in its own name or in the name of the Landowners in respect of sale/ lease/leave and license of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.

7.3 The Parties have mutually asserted that, the entirety of the Project shall be sold out and completed within 60 Months from the date of Sanction Building Plan alongwith Completion of KMC Mutation, B.L.L.R.O. Mutation & ULC Clearance of the said Building. In case, the entirety of the Project does not get sold or does not get constructed within the time specified herein, excluding any sort of Force Majeure, the Developer hereby agrees to pay Rs. 25,000/- (Twenty-Five Thousand) Only per month as penalty, Fractional entitlements shall be adjusted by financial compensation.

7.4 The Owners hereby agree and the Developer hereby agrees, undertakes and acknowledges that the Developer shall be entitled to enter into any arrangement or Agreement For Sale/Lease/Leave And License/Allotment For Sale, booking of any Unit/Flat/Car Parking Space/Commercial Space or any other Space/Area in the Project to be developed or constructed over the Said Property and to accept or receive any request for booking or allotment of sale/lease/leave and license of any Unit/Flat/Car Parking Space/Commercial Space or any other Space/Area in the Project to be developed or constructed over the Said Property.

7.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws.

7.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale, lease and/or otherwise, transfer of the Unit/(s) comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned herein below, save and except the receipts on account of (i) all payments made by the intending purchasers as reimbursement of GST, CESS AND OTHER TAXES, as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits/expenses for formation of the Association and Maintenance Organisation, Common Expenses, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges /costs/expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes/regularization/completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment, and (iv) all security deposits paid by any person/tenant in case of grant of lease /leave and license/any other non-permanent right of use of Project spaces (all hereinafter



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collectively referred to as "the **Excluded Receipts**"), which shall be exclusively received by the Developer for its use of the respective purposes.

7.7 All the above sums/receipts except receipts towards taxes, legal fees, stamp duties and registration charges, shall be paid by the intending purchasers directly to the **Developer** and all such payments shall be held by the **Developer** in its accounts for the purpose for which the same is received and shall be applied to achieve all such purposes.

ARTICLE-VIII: INCOMES & EXPENDITURES/ACCOUNTS/FINANCIAL COVENANTS:

8.1 All costs and expenses for the Development of the Project shall be for and to the account of and be borne and paid by the Developer.

8.2 The total revenue in terms of sale proceeds of the Project spaces (excluding the Excluded Receipts) shall be shared by the **Owner No. 1, Owner No. 9 and The Tenant** and the **Developer** in the Agreed Ratio. The total revenue in terms of rentals for grant of lease, leave and license or other rights of non-permanent Transfer or use of the Project spaces shall be shared by the **Owner No. 1** and the **Developer** in the Agreed Ratio. It is clarified that in case of grant of any lease or leave or license or any other form of right, the amounts deposited by the intending lessees/tenants on account of security deposits shall be held exclusively by the **Developer** and the **Owner No. 1** shall be entitled to any part or share thereof. However, it is agreed that the total interests, if any, earned by the **Developer** on such security deposits shall be shared by the **Owner No. 1** and the **Developer** in the Agreed Ratio as and when realized.

8.3 Refunds to be made on any amount shall be at the first instance made by the **Developer** from the "**Specified Account**" to be adjusted from the future revenues of development.

It is further agreed that if any cancellation of booking occurs, then in that case the refund to the Buyer will be made by the **Developer** on the first instance and the same will be adjusted from the next revenue transfer made to the **Owner No. 1** on such proportion as would be equivalent to the agreed ratio.

8.4 It has been decided that, the sale of the total saleable spaces/units in the Project to the transferees shall be made by the **Developer** and the sale proceeds shall be collected by the **Developer**. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees shall be deposited in a separate bank account ("**Specified Account**") which shall be operated by the **Developer** in the manner that the **Owner No. 1** shall receive the only **Owner No. 1**' share of the Agreed Ratio of sale proceeds, subject to adjustment of the Security Deposits paid by the **Developer** to the **Owner No. 1** as agreed under Article 6.1 of this agreement and the **Developer** receives the **Developer's** share of the Agreed Ratio of sale proceeds and other sums due to it in terms of this Agreement, subject to direct repayment of the Project Finance Liability in terms of financing arrangements. It is pertinent to mention herein that on the 1st working day of every week, the **Developer** will transfer the **Owner No. 1** share of the Agreed Ratio of sale proceeds excluding the Excluded Receipts, TDS as per provision of Section 194 (IC) of the Income Tax Act, 1961, other statutory deductibles, as per any law prevailing for the time being in force, if any, and Security Deposits paid by the **Developer** to the **Owner No. 1**.

8.5 The **Developer** will maintain accounts for all receipts and shall be entitled to make payments of costs and expenses for development of the Project from out of such receipts. Such accounts shall be audited annually by mutually appointed auditors. Unless errors are pointed out within **60 (Sixty) Days** of receipt of copies of such accounts, the audited accounts so provided shall not be put into question or be subject to any query from any of the parties thereafter.

8.6 With effect from the month when booking of Unit/Flat/Car Parking Space /Commercial Space are started, by the 15th day of each succeeding month, the **Developer** will write to the **Owner No. 1**, enclosing a statement containing details of adjustments and transactions entered into with persons for sale/lease or otherwise Transfer of spaces in the Project along with the statement of the Specified Account, during the immediately preceding English calendar month, cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, with relevant particulars and other details. In this regard it has been stated that the **Developer** shall endeavor to generate and distribute revenue payable to the **Owner No. 1** within **60 Months** from the date of **Sanction Building Plan** alongwith Completion of **KMC Mutation, B.L.R.O. Mutation & ULC Clearance** of the said Building. In case, the entirety of the Project does not get sold or does not get constructed within the time specified herein, excluding any sort of Force Majeure or other conditions which are beyond the reasonable control of the **Developer** (including but not limited to stoppage or stalling of work owing to any dispute relating to title of the property), the **Developer** shall be liable to pay damages to the **Owners** as **Rs. 25,000/- per month** for the entire period of delay.



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8.7 **GST, Cess and all other taxes, impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the development of the Said Property or matters connected therewith (Taxes), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees and deposited in the Specified Account mentioned above. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of Taxes in respect of the sale of the Units to the transferees shall be made out of the sale proceeds and shall be borne by both parties in the Agreed Ratio. That the Developer shall deduct one (1) percent of TDS (Tax Deduction at Source) every time from the Landowners amount and after deduction the Developer is paying the Landowner their amount as mentioned above.**

8.8 **It is further recorded that, the intending purchasers may deduct tax deductible at source in accordance with the provisions of the Income Tax laws of India. Credit for such taxes deducted at source shall be taken by the Developer at the first instance and proportionate audit in the Agreed Ratio passed on to the Owner No. 1 on an annual basis by suitable adjustments of payments from the Specified Account.**

8.9 **After completion of development of the Project, the parties shall carry out final reconciliation of accounts of the Project and pay or receive suitable adjustment amounts, to or from each other. Apart from the share or dues of Owner No. 1 in the sale proceeds of the Project, the Owner No. 1 shall have no other share or interest in any other head or account arising out of the Development of the Said Property.**

ARTICLE - IX: SANCTIONS & DEVELOPMENT - RIGHTS AND RESPONSIBILITIES

9.1 **All applications, plans, revised plans, papers and other documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer and all costs and expenses including Architect's fees charges and expenses required to be paid or deposited for exploitation of the Said Property shall be borne by the Developer.**

9.2 **The Developer shall abide by all laws, by-laws, rules and regulations of the Government, local bodies and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws by-laws rules and regulations.**

9.3 **During the period of construction of the Project, the Owner No. 1, Owner No. 9 and The Tenant may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/observations, if made on such inspection, shall be communicated to the corporate office of the Developer, who may discuss the same with the Architect and implement, if feasible.**

9.4 **The Developer shall be entitled to develop and construct the Project at the Said Property in accordance with the Plans/revised plans. The type of construction, specification of materials to be used for the construction of the new buildings comprising the residential and other Units in the Project shall be such, as may be finalized by the Architect.**

9.5 **The Developer shall have right to collaborate with, engage or work conjointly with another third party developer who may be an individual, firm, association, LLP, company or any other entity in similar business in order to get the work of development and construction of the Project done effectively and expeditiously. It is agreed and acknowledged that in case the Developer decides to complete the construction and marketing of the project by collaborating with or by engaging or by jointly working with another developer as aforesaid and any tripartite agreement is required to be executed for such purpose by and amongst the Developer, the Owner No. 1 and such third party developer, the Owner No. 1 shall be bound to execute such agreement subject to the condition that no liability other than or in addition to that which has already been envisaged by the Instant Development Agreement shall visit the Owner No. 1 and the revenue sharing ratio between the Developer and the Owner No. 1 as mentioned in this agreement shall not be disturbed.**

9.6 **The Developer shall be obliged to obtain water and sewerage connections, electricity connection, etc. for the said Project in accordance with the laws for the time being in force. All security deposits and charges and fees in respect of all amenities, utilities and facilities and/or on account thereof, shall be borne by the Developer.**

9.7 **The Project shall be constructed with and shall have all amenities and facilities commensurate with a modern residential project of the type and nature envisaged herein.**



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9.8 The Developer shall abide by all laws by-laws rules and regulations of the appropriate Government and local bodies relating to development of the Said Property and to be observed by it in favour of this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations. The Developer hereby agrees to keep the Owner No. 1, Owner No. 9 and The Tenant saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, noncompliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Property and/or any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer.

Provided that in carrying out all of the obligations of the Developer, as aforesaid, the Owner No. 1 will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render their active co-operation and assistance in getting and keeping valid all such consents and the Owner No. 1 agree not to do or cause to be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.

9.9 The Developer shall be entitled to construct the new buildings at the Said Property without any hindrance or obstruction from the Owner No. 1 or any person claiming under through or in trust for them.

9.10 The Developer shall with consultation with the Owner No. 1 be entitled to make any variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned municipality or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Owner No. 1.

9.11 The Architect, in consultation with the Developer, shall determine as to what quality and specifications of building materials are to be used in construction of the new buildings in the Project. However, the Developer shall be entitled to modify the Plans, but all such changes shall be subject to the following: (i) the average size of each Unit should not be altered and (ii) the total saleable area should not get increased or decreased significantly.

9.12 The Developer shall determine and ascertain the super built-up area of the Project with the objective of optimum utilization of available space, keeping in mind the market scenario.

9.13 The intending buyers of the constructed spaces in the Project shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreements for Sale to be executed in their favour.

9.14 It is also agreed that as a matter of necessity, the intending purchasers shall also be entitled to mortgage and/or create charge over or in respect of their respective Units while obtaining loans for purchasing the same in the said Project.

9.15 To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Owner No. 1 and in addition, the Owner No. 1 hereby agree upon being required by the Developer in this behalf to forthwith execute any such additional powers or authorities as may be required by the Developer for implementing the said Project and the Owner No. 1 also undertake to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.

9.16 The Developer shall in consultation with the Owner No. 1, frame all rules and regulations regarding the usage and rendition of common services to the intending purchasers and also the common restrictions which should be normally kept in the sale and transfer of the residential and commercial Units in the Project.

9.17 All Common Areas, Installations and Facilities in the Project shall be managed by the Developer and upon the formation and owner's association hand over to the Association for the common use and enjoyment of the Unit Owners.

ARTICLES -X: THIRD PARTY INTERESTS - DOCUMENTATION

10.1 **DEVELOPMENT POWER OF ATTORNEY:** The Owners shall grant proper authority to the Developer by executing a Development Power of Attorney, for the purpose of the construction of the Multi Storied Building on the said premises and represent the Owners for all purpose in connection with the construction work of the said building before the appropriate authorities along with execution and registration of Agreement for Sale and Deed of Conveyance of Flats, Car Parking



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*Spaces and other spaces of the said Building provided the same shall not create any financial liabilities upon the **Owners** for construction of the Multi Storied Building in any manner whatsoever.*

10.2 FURTHER ACTS: Notwithstanding grant of the aforesaid **Development Power of Attorney** the **Owners** hereby undertakes that the **Owners** will sign all papers, documents deeds etc. required for the construction of the **Multi Storied Building** of the said premises and sanction of Building Plan at the Developer's cost as per requisitions of the developer, and the **Developer** to carry on the work of development and construction of the Project at the Said Property with power to sell, lease, let-out or otherwise deal with or Transfer the Units, Parking Spaces and/or other constructed areas or spaces in the Project to be constructed at the Said Property and also the **Developer** and/or its nominee or nominees to sign all documents of transfer including all Agreements, Deed or Deeds of Conveyance of the Units, Parking Spaces, etc., in favour of the ultimate purchasers thereof as and when requested by the **Developer**. If the **Developer** so consider feasible, it shall sign all such documents as the duly constituted attorney of the **Owners**; the **Developer** having an interest in the subject matter of the appointment, its authority shall continue unrevoked till completion of the Project and delivery of possession. The **Owners** agree that they shall, while executing such documents, not demand or claim any further or additional sum or money or any part or share of the considerations to be received by the **Developer** from the said intending Transferees/Purchasers and/or Lessees.

10.3 The **Developer** will be entitled to deal with and/or execute agreements for sale in respect of the Units and/or other constructed areas in the buildings in the Said Property for the purpose of sale, lease and/or otherwise transfer thereto to third parties and/or end users on such terms and conditions as it may deem fit and proper without any interference by the **Owner No. 1**. Decision of the **Developer** regarding selection of such third parties and all terms and conditions of sale, shall be final and binding.

10.4 The **Developer** will be entitled to present for any Conveyance or Conveyances for registration, to admit execution and receipt of consideration before the District Sub-Registrar or Addl. District Sub-Registrar or Registrar of Assurances Kolkata having authority for and to have the said conveyance registered and to do all acts, deeds and things which our said Attorney shall consider necessary for conveying the Flats, in respect of the Units and/or other constructed areas in the buildings in the Said Property to any Intending Purchaser or Purchasers as fully and effectually in all respect as could do the same by the **Owner No. 1**.

10.6 The **Developer** also will be entitled to sign, execute, admit, execution of and present for registration and register Sale Deed, Deed of Conveyance, and all Deed of Conveyance or Conveyances or Agreement on our behalf in respect of Sale of the Flats, in respect of the Units and/or other constructed areas in the buildings on the said premises in favour of the intending purchaser/purchasers before competent Registering Authority and have them registered according to law which we could do the same be ourselves.

10.7 The Deed or Deeds of Conveyance of the Units together with the undivided proportionate share or interest of land comprised in the Said Property and attributable to such Unit, shall be drawn by the advocates appointed by the Developer and Landowner's upon mutual discussion and executed by the Developer for itself and on behalf of the Owner No. 1, either in favour of the intending purchasers or their nominee or nominees after completion of the respective Units.

ARTICLE - XI: GENERALLY

11.1 The **Developer** hereby agrees and covenants with the **Owner No. 1** that save and except the provisions made in this Agreement in **Article -IX, Para No.9.12** he or it shall not to transfer and/or assign this Agreement or any rights or benefits hereunder in favour of any third party without the prior written consent of the **Owner No. 1**. Any transfer of shares or the doing or not doing of any other act deed or thing which results in the management and control of party being changed shall be deemed to be an assignment without consent.

11.2 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.



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11.3 Each Party shall indemnify, keep indemnified, defend and hold harmless the other Party and its partners, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty contained in this Agreement; (ii) any breach of or non-compliance with any covenant or any other term of this Agreement; and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect of Said Property.

11.4 Additionally the Owner No. 1 agree to indemnify, keep indemnified, defend and hold harmless the Developer and its partners, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any claim of right, title, ownership and interest in, to or upon the Said Property or any obstruction hindrance or impediment to development of the Said Property by Owner No. 1 and/or any third party. In such event the Owner No. 1 shall forthwith reimburse all the expenses and costs incurred by and make good the loss caused to the Developer on account of any such claim of right, title, ownership and interest in, to or upon the Said Property or any obstruction hindrance or impediment to development of the Said Property either by the Owner No. 1 or any third party. If in case the Developer fails to continue with the project due to such reason then in that case the Owner No. 1 will be liable to reimburse the entire cost as incurred by the Developer on actual basis within 60 days from the date of such communication from the Developer. It is clarified and agreed by and between the parties that in the event the Owner No. 1 fails to reimburse the reimbursable amount in favour of the Developer within the aforesaid period of sixty days, the Developer shall be entitled to interest at the rate of 8% per annum on the amount payable to the Developer for the entire period in excess of the said sixty days till the date of actual payment thereof. It is further clarified, agreed and acknowledged that in default of such reimbursement or the interest component thereon, the said property shall remain charged in favour of the Developer till the entire reimbursable amount with the agreed interest is paid to the Developer by the Owner No. 1 and the Owner No. 1 shall have no right to deal with the said property till such payment is made by the Owner No. 1 to the Developer in full.

11.5 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owner No. 1 and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliance, by the Developer, of the Applicable Laws for development and construction of the Project.

11.6 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owner No. 1 from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.

11.7 The Developer shall indemnify and always keep the Owner No. 1, its employees, assigns and agents indemnified and harmless against:

11.7.1 All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project or upto handing over possession of Units to the intending purchasers and the Developer shall defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law;

11.7.2 Any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials;

11.7.3 All acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the concerned authority in regard to meeting its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project;

11.7.4 All borrowings made for the Project and mortgages and charges created over the Said Property.

11.7.5 It is clarified and agreed by and between the parties that in the event the Developer fails to pay any amount in terms of clause 11.4 hereinabove in favour of the Owner No. 1 within a period of 60 (sixty) days, the Owner No. 1 shall be entitled to interest at the rate of 8% per annum on the amount payable on the said amount in terms of clause 11.4 hereinabove to the Owner No. 1 in excess of the said sixty days till the date of actual payment thereof.

11.8 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15 (fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure. Similar notice in



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writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service (which would include proof of dispatch by registered post or speed post or a nationally recognized courier service provider at the address recorded in the instant agreement or in case of change of address at such address of which due notice had been duly given by the relevant party well in advance), neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

11.9 The all Landowners and the Developer shall thus not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of Force Majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the Force Majeure condition.

11.10 The documents for transfer including **Agreements for Sale and Deeds of Conveyance of the Units in the Project** shall be prepared by the developer or his **Nominated Advocate**. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the new buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the new building. The legal fees, if any, payable by every transferee of Units in the Project to the developer at such rate which is determined/fixed by the developer and shall be paid at the time of the registration of the respective Agreements for Sale and the Deeds of Conveyance. The said legal fee is applicable for any flat / Unit booked in the project.

11.11 If at any time additional/further constructions become permissible on the Said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Owner No. 1 and the Developer in the ratio mentioned herein.

11.12 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the all Landowners to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.

11.13 All cost of stamp duty and registration fees and charges to the concerned authorities, if any, required to be paid for registration of this Agreement and all incidental or miscellaneous and other charges and/or expenses to be incurred in respect thereof shall be paid by the Developer.

11.14 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post or delivered by hand to the registered office addresses of the Landowners and Developer.

ARTICLE - XII: DISPUTE RESOLUTION AND FORUM

12.1 Parties shall attempt in good faith to resolve any dispute, differences, conflict or claim arising out of or in relation to the agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date of which either party has served written notice on the other of the dispute ("dispute notice") then the following provisions shall apply.

12.2 In the event of a dispute arising out of or in connection with the agreement not being resolved in accordance with the above provisions, either party shall be entitled to, by notice in writing ("arbitration notice") to the other party, refer such dispute for final resolution by binding arbitration in accordance with the provisions of the **Arbitration and Conciliation Act, 1996** or any statutory enactment or modification there under and such arbitration shall be before **Three Arbitrators, one to be appointed by Owner No. 1 and the other to be appointed by the Developer and the one Arbitrator thereafter by mutual consent shall appoint an umpire and/or the third Arbitrator.** Place of arbitration will be at Kolkata. The language of arbitration will be in English and the Arbitrators shall have the power to pass summary awards in all matters including claim of damages by either parties.

12.3 In connection with the aforesaid arbitration proceedings, the courts at the District Court having territorial jurisdiction over the Said Property and the High Court only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.



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ARTICLE - XIII: JURISDICTION

13.1 Court: Courts at Kolkata alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

ARTICLE-XIV (RERA)

1. Each party agrees to undertake all of their obligations under this agreement in a manner that the project is compliant with **RERA** at all times. Any penalty or implication or consequence due to non-compliance of the provisions of **RERA** in respect of the project shall be borne and made by the relevant party due to whose non-compliance such penalty or implication being imposed under **RERA**.
2. The parties hereto shall not be considered to be liable for any obligation herein to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
3. To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up-keep of the lands.
4. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
5. To pay punctually and regularly their respective proportionate part of share of service, charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developers shall be entitled to collect and provided the required service thereof.
6. The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
7. Until installation of separate meters for supply of electrical energy at the respective units to pay charges for consumption of electrical energy consumed in the respective units and proportionate part of common areas and facilities within the time as may be stipulated.
8. To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up-keep of the premises.
9. To permit at all reasonable time the concern authorized person in charge of the maintenance of the said premises and the building to enter into any part of the spaces and view and inspect the interiors thereof or for the purpose of repair or replacement of any common pipes, drains or installations.
10. Not to create any disturbances or annoyance either to the other co-occupiers of the Building or to the neighbors.
11. Not to store or keep any article, dirt or refuse on any part of the common areas save and except the specified portion of so demarcated in writing.
12. Not to affix any sign board on any part of the Building or to paint or Colour any part of the outer walls, windows or other parts of the units at least so far the external portion of the building in concerned.
13. Not to do or permit to be done any acts, deeds or things which may prejudice the insurance cover of the building.
14. Not to claim any additional right save and except provided in writings.



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Alipore, South 24 Parganas
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ARTICLE-XII (TERMINATION)

1. *Notwithstanding anything to the contrary contained herein, the Owners shall, without prejudice to their rights under law, be not entitled to terminate this Agreement under any circumstances whatsoever inasmuch as the Owners hereby transfer substantial right and interest in favour of the developer in respect of the said premises.*
2. *In the event of for breach of contract or default by either party, the defaulting party shall pay damages for the various losses and damages suffered by the non-defaulting party.*

ARTICLE-XIII (MISCELLANEOUS)

1. *Nothing contained herein shall be deemed to construe or constitute as partnership between the Owners and the Developer or an association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said lands or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.*
2. *It is understood that from time to time to facilitate the development work, various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the developer shall require adequate powers and authorities from the Owners and for such matters, the owner shall provide all required power and authorities unto and in favour of the developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with the law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.*
3. *Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations after completion of the building and handing over vacant possession of the respective units to the respective parties in habitable condition.*
4. *The Owners hereby undertake that the Developer shall be entitled to complete development of the said property and construct the New Buildings and enjoy its allotted space without any interference and/or disturbance. The Owners hereby agree to indemnify the Developer against all actions, suits, claims, costs and proceedings that may arise in respect of or relating to the Owners' title of the said property.*
5. *Parties agree that to the extent permitted under applicable law, the rights and obligations of the parties under this development agreement and other documents shall be subject to the right of specific performance and may be specifically enforced against defaulting party. The parties acknowledge that any breach of the provisions of this development agreement and/or other documents will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from the competent court in the event of any such breach or threatened breach by any other party. The parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected party shall notwithstanding the above rights shall also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party.*
6. *The parties shall indemnify and keep each other saved, harmless and indemnified of from against any and all loss, damage or liability (whether criminal or civil) suffered by the other party.*
7. *Any notice or other written communication given under, or in connection with, this agreement may be delivered personally with acknowledgement or sent by prepaid recorded delivery, or by registered post with acknowledgement due or through courier service to the proper address and for attention of the relevant party (or to such other address as is otherwise notified by each party from time to time). The Owners shall address all such notices and other written communications to the Developer and the Developer shall address all such notices and other written communications to the all Owners.*



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8. Any delay or indulgence by the Owners in enforcing the terms of these presents or any forbearance or giving of time to the developer shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Owners.
9. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
10. This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement. The Schedules hereto form an integral part of this Agreement and are incorporated by reference herein.
11. Neither party shall be liable to the other or deemed to be in default under this Agreement for any failure or delay to observe or perform any of the terms and conditions applicable to it under this Agreement (other than the payment of money) caused or arising out of any act beyond the control of that party and where any failure or delay is caused by such event all times provided for in this Agreement shall be extended for a period commensurate with the period of delay.
12. The Developer shall not be considered to be liable for any obligations herein to the extent that the performance of such obligation is prevented by the existence of force majeure condition. In this regard, "**FORCE MAJEURE**" and/or any other act beyond the control of the parties hereto:-

ARTICLE-XIV (DISPUTE RESOLUTION)

1. If any dispute arises between the parties relating to or arising out of this Agreement, then either party may give written notice to the other party of the dispute specifying in reasonable the nature of the dispute; and the matters on which the parties are unable to agree as at the date of that notice.
2. **Arbitration & Conciliation:** In case of any difference or dispute arising, directly or indirectly, between the parties herein on any of the terms and conditions contained herein or any dispute, differences or claims arising out of or between the Parties in connection with this Agreement or touching these presents, the construction of any of its provisions, or the rights, duties or liabilities of the Parties hereto hereunder including the validity and existence of this Agreement, such difference or dispute shall be referred to sole arbitrator and the award of the arbitrator shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act, 2015 and any modification thereof shall be applicable for settlement of disputes, thus referred. The Venue for holding all such proceeding shall be at the office of the Arbitrator. The arbitration proceedings shall be conducted in English. The award made in such arbitration will be final and binding on the Parties.
3. This Agreement is executed in Kolkata and only the Hon'ble High Court at Kolkata and all its Subordinate Courts shall have the jurisdiction.

FIRST SCHEDULE ABOVE REFERRED TO:

(TOTAL PROPERTY)

ALL THAT piece and parcel of a Bastu Land measuring about **38 COTTAKS, 2 CHITTAKS AND 24 SQUARE FEET**, be the same a little more or less, together with undivided one dilapidated Structure comprising covered area of **5000 Square Feet** lying and situated at lying and situated at Mouza: Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10, and 12-16, Khatian No. 2607, Dag Nos. 55/4597, 56, 57, being Municipal Premises No. 150, Diamond Harbour Road, Ward No. 123, Borough No. XVI, being Assessee No. 41-123-06-0145-1, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 123, Kolkata-700008, Police Station: Thakurpukur, in the District: 24-Parganas (South), with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto **AND THE** aforesaid **TOTAL PROPERTY** butted and bounded as follows:-

ON THE NORTH :

By 8' Feet wide Common Passage and 87 Diamond Harbour Road, 87/3 Diamond Harbour Road, 87/4 Diamond Harbour Road;

ON THE SOUTH :

By Premises No.4/3 (88) Chandi Charan Ghosh Road and Pramila Villa;

ON THE EAST:

By 8' Feet wide Common Passage and Common Drain;

ON THE WEST :

By 120' Feet Wide Diamond Harbour Road;

Zone:

Ward No. 123, 126 Premises Located on D. H. Road.



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SECOND SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF OWNER'S ALLOCATION)

OWNER'S ALLOCATION shall mean the Owners' Share under the project would be **40 (Forty)%** of the sales revenue to be shared with the **Owner No. 1** from the sale of the units at the said Project after deducting the proportionate marketing cost, municipal taxes, GST as applicable, accruing on and from the date of completion of project till completion of sale, common area maintenance and other common utility charges in respect of the unsold Units, if any and cost of maintenance of the **Escrow RERA Project Bank Account**. The other owners hereby accord their consent and unconditionally permit the developer to pay the said deposit to the account of the **Owner No. 1** in this context, completion of project mean the date on which the developer applied for the completion certificate to the Kolkata Municipal Corporation pursuant to completion of the construction work.

It is further agreed that after adjustment of the aforesaid refundable security deposit i.e. **Rs.7,00,00,000/- (Rupees Seven Crore)** only remaining sale proceeds of the under the said project the **Owner No.1** will get **40%**, **Owner No.9** will get **3%** and the **Tenant** will get **5%** and the **Developer** will get **52%** of the sales revenue of the said sale proceeds.

It has been decided amongst the owners that the **Owners No. 2 to 9 and Tenant** shall be given one **THE FOLLOWING**, in the said building **OR FROM THE SALES REVENUE** at the aforesaid Premises at the discretion of the developer.

2. & 3. Jointly One Open Car Parking Space.

4. TOTAL AMOUNT of Rs.95.00 Lakh out of which Rs. 20.00 Lakh within a period of one year from signing of this agreement. Rest of Rs 75 Lakhs will be paid within a period of two years from the date of signing of this agreement.

5. One Self Contained Flat Measuring 700 Sq. Ft Super Built Up Area in the 4th Floor.

6. At The time of Registration of this agreement - 10 Lacs, vide Cheque No. 004121 dated 13/11/2024.

Amounting Rs. 5.00 Lakh in the month of December 2024 vide Cheque No. 004122 dated 28/12/2024 ,

Amounting Rs. 10.00 Lakh in the month of January 2025 vide Cheque No. 004123 dated 28/01/2025 .

Amounting Rs. 10.00 Lakh in the month of February 2025 vide Cheque No. 004124 dated 28/02/2024 .

Amounting Rs. 6.25 Lakh in the month of March 2025 vide Cheque No. 004125 dated 28/03/2024 .

7. One Self Contained Flat Measuring 700 Sq. Ft Super Built Up Area in the 4th Floor.

8. At The time of Registration of this agreement - 5 Lacs, Within One Year 21 Lacs.

9. 3% as sales revenue deducting the proportionate marketing cost, municipal taxes, GST as applicable, accruing on and from the date of completion of project till completion of sale, common area maintenance and other common utility charges in respect of the unsold Units, if any and cost of maintenance.

The Tenant herein will be get 5% of the total Revenue from the 48% of Owner's Allocation as his rehabilitation Cost deducting the proportionate marketing cost, municipal taxes, GST as applicable, accruing on and from the date of completion of project till completion of sale, common area maintenance and other common utility charges in respect of the unsold Units, if any and cost of maintenance.

It is recorded that the Developer will provide the aforesaid all Flats to Owners as Owner's Allocation as un-partitioned.

It is mutually agreed that between the parties hereta that the cost of said **ABOVE ALLOCATION FOR THE Owners No. 2 to 9 and The Tenant** would be deducted from the said **48%** of the sales revenue payable to the **Owner no.1** .

REFUNDABLE SECURITY DEPOSIT

The **Developer** have already paid a sum of **Rs. 1,00,00,000/- (Rupees One Crore)** only as refundable deposit to the **Owner No.1** out of Total **Rs. 5,50,00,000/- (Rupees Five Crore Fifty Lakh)** Only which has been paid in the manner mentioned in the Memo of Consideration written hereunder and the balance sum of **Rs. 4,50,00,000/- (Rupees Four Crore Fifty Lakh)** Only shall be paid within **one month** from the date of execution of these presents.

It is agreed that the said entire deposit is refundable and the refundable amount will be **Rs.7,00,00,000/- (Rupees Seven Crore)** only as agreed and the same shall be progressively adjusted against and out of the share of net sale revenue of Residential Allocation of The Land Owners **Le. 20%** payable to the **Owner No. 1** and **80%** payable to Developer under the **First-In, First-Out Method**, meaning thereby that the said deposit shall be deducted and continue to be deducted from the share of net sale revenue payable to the owners till the time the said deposit is fully recovered. The Developer shall be entitled to deduct and



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keep on deducting the said deposit from the share of net sale proceeds payable to the Owner No.1, 9 and the Tenant will get 40% , 3% and 5% respectively as and when the computation is made to ascertain the proportionate share of money.

It is further agreed that after adjustment of the aforesaid refundable security deposit i.e. Rs.7,00,00,000/- (Rupees Seven Crore) only remaining sale proceeds of the under the said project the Owner No.1, 9 and the Tenant will get 40% , 3% and 5% respectively and the Developer will get 52% of the sales revenue of the said sale proceeds.

It is further recorded that after completion of construction work of the aforesaid property the Owners herein will not claim or demand any further ratio or square feet of the said proposed new building on the aforesaid property except mentioned in above.

TOGETHER WITH undivided proportionate share of Land Property along with common land and common Facilities, utilities, civic amenities, as to be provided in the proposed newly constructed building at the **FIRST SCHEDULE** mentioned land property here above written.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION shall mean save and except the Owners' Allocation as aforesaid, the Developer shall be entitled 52% of the sales revenue from the sale of the units at the said Project after deducting the proportionate marketing cost and municipal taxes accruing after the date of completion of buildings.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE COMMON PORTION AFTER CONSTRUCTION OF THE NEW BUILDING ON THE FIRST SCHEDULE
PROPERTY)

[PART-I]

(I) AREAS

- a) Entrance and exit.
- b) Boundary Walls and Main Gate of the Premises.
- c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
- d) Entrance lobby.
- e) Lift & Lift well.

(II) WATER, PUMPING AND DRAINAGE

- a) Drainage and sewerage lines and together installations for the same (except only those as per installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installation for carriage of any unit/or exclusively for its use.

(III) ELECTRICAL INSTALLATION

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from CESC.

- (IV) OTHERS:** Such other common parts, areas, equipment's, installation, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owners.

- (V) ROOF:** Roof of the Building an exclusive rights of the Developer Firm for Right to install antenna and other electrical electronic reception systems at such place on the ultimate roof of the Building, for such purpose, from time to time;



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Alipore, South 24 Parganas
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IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at
Kolkata in presence of:

WITNESSES

1.

Jaydeep Bhattacharya
49, N.C. Das Road
K-34

2. Sangita Maji
Patmohana
Arausol
Pin - 713371

PABITRA CONSTRUCTIONS PVT. LTD.

Director.

PABITRA CONSTRUCTIONS PVT. LTD.

Director.

মোহন চন্দ্র

Mimoti Ghosh
Ashim Dutta Choudhury

Amit Dutta Choudhury
Soumen Dutta Choudhury

Riy Dutta Choudhury

Lily Bose
Anjali Roy Choudhury

Signature of the OWNERS

BIGVISION UST DEVELOPERS LLP

PARTNER

Signature of the DEVELOPER

Drafted by me as per documents production
Or referred to me by the Developer:-

Advocate,

Advocate,

Alipore Judges' Court, Kolkata-27,

Enrollment No. 1/262/1997.

REGISTRATION DIVISION



District Sub Registrar-II
Alipore, South 24 Parganas

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MEMO OF CONSIDERATION

RECEIVED from the within named DEVELOPER a Sum of Rs. 1,00,00,000/- (Rupees One Corore) only, as refundable/adjustable amount mentioned above of these presents as per memorandum below:-

By RTGS/NEFT/Account Payee Cheque No. _____

Dated 21/04/23 drawn on Indusind Bank

New Alipore Branch amounting to..... R/INDB/R3202304210060
8247

Rs. 50,00,000/-

Cheque No. 000537 Indusind Bank
New Alipore, 12/07/23

Rs. 10,00,000/-

RTGS / 20/03/24 Indusind Bank
New Alipore INDBR32024032000363214

Rs. 20,00,000/-

RTGS / 21/04/24 Indusind Bank
New Alipore INDBR32024032100387683

Rs. 20,00,000/-

Rs. 1,00,00,000/-

Rupees One Corore only;

WITNESSES:

1. Jaydeep Bhattacharya

PABITRA CONSTRUCTIONS PVT. LTD.

Director.

PABITRA CONSTRUCTIONS PVT. LTD.

Director.

2. Sangita Maji

• Pratibha Ghosh
• Mimaki Ghosh
• Ashim Dutta Chowdhury
• Amit Dutta Chowdhury
• Soreen Dutta Chowdhury
• Moy Saha Chowdhury
• Lily Bose
• Riyati Ray Chowdhury

SIGNATURES OF THE OWNERS



District Sub Registrar-II
Alipore, South 24 Parganas
20 NOV 2024



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



192024250282097188

GRN Details

GRN:	192024250282097188	Payment Mode:	SBI Epay
GRN Date:	20/11/2024 11:51:38	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5399151182945	BRN Date:	20/11/2024 11:52:03
Gateway Ref ID:	243252624116	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	201120242028209717	Payment Init. Date:	20/11/2024 11:51:38
Payment Status:	Successful	Payment Ref. No:	2002938289/1/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SOURAV ROY
Address:	75/27A, S N ROY ROAD, KOLKATA - 700038
Mobile:	9674675024
Period From (dd/mm/yyyy):	20/11/2024
Period To (dd/mm/yyyy):	20/11/2024
Payment Ref ID:	2002938289/1/2024
Dept Ref ID/DRN:	2002938289/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002938289/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002938289/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	100021
Total				175042

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.





	Thumb	First	Middle	Ring	Little
LEFT :					
RIGHT :					

Name: KAMAL KAYAL

Signature:



LEFT :					
RIGHT :					

Name: ANIL KUMAR KOYAL

Signature:



LEFT :					
RIGHT :					

Name: DEBI RANEE DUTTA CHOWDHURY

Signature:



LEFT :					
RIGHT :					

Name: MINATI GHOSH

Signature: Minati Ghosh.



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Major Information of the Deed

Deed No :	I-1602-15405/2024	Date of Registration	20/11/2024
Query No / Year	1602-2002938289/2024	Office where deed is registered	
Query Date	20/11/2024 9:25:12 AM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Jaydeep Bhattacharya Nafar Chandra Das Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700034, Mobile No. : 9831109027, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 10,79,48,421/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,00,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

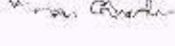
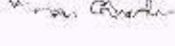
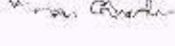
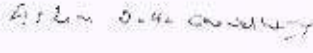
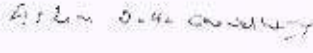
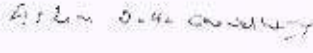
District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Harbour Road, Road Zone : ((Ward no. 123,126) Premises located on DH Road --) , , Premises No: 150, , Ward No: 123 Pin Code : 700008

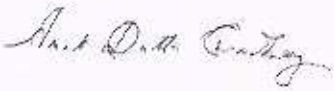
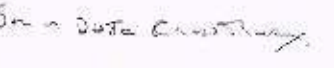
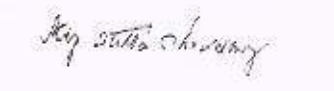
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Baslu	38 Katha 2 Chatak 14 Sq Ft	1/-	10,41,98,421/-	Width of Approach Road: 120 Ft.,
Grand Total :				62.9383Dec	1 /-	1041,98,421 /-	

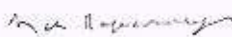
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq Ft.	1/-	37,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 5000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5000 sq ft	1 /-	37,50,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	PABITRA CONSTRUCTIONS PRIVATE LIMITED 28, MAHATMA GANDHI ROAD,, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX0 , PAN No.: AXxxxxx6M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative												
2	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> DEBI RANI DUTTA CHOWDHURY Wife of Late SAMAR DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office </td><td>  </td><td>  Captured </td><td>  </td></tr> <tr> <td>20/11/2024</td><td>LTI</td><td>20/11/2024</td><td>20/11/2024</td></tr> </tbody> </table> 8/2, KALI KINKAR ROAD,, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.: AXxxxxxx8L, Aadhaar No: 43xxxxxxxx6386, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Name	Photo	Finger Print	Signature	DEBI RANI DUTTA CHOWDHURY Wife of Late SAMAR DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured		20/11/2024	LTI	20/11/2024	20/11/2024
Name	Photo	Finger Print	Signature										
DEBI RANI DUTTA CHOWDHURY Wife of Late SAMAR DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured											
20/11/2024	LTI	20/11/2024	20/11/2024										
3	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mrs MINATI GHOSH Wife of Mr NITAI PADA GHOSH Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office </td><td>  </td><td>  Captured </td><td>  </td></tr> <tr> <td>20/11/2024</td><td>LTI</td><td>20/11/2024</td><td>20/11/2024</td></tr> </tbody> </table> VILLAGE - SOUTH MOHANPUR,, City:- , P.O:- SOUTH MOHANPUR, P.S:-Magrahat, District:-South 24-Parganas, West Bengal, India, PIN:- 743610 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: AYxxxxxx6A, Aadhaar No: 80xxxxxxxx5057, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mrs MINATI GHOSH Wife of Mr NITAI PADA GHOSH Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured		20/11/2024	LTI	20/11/2024	20/11/2024
Name	Photo	Finger Print	Signature										
Mrs MINATI GHOSH Wife of Mr NITAI PADA GHOSH Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured											
20/11/2024	LTI	20/11/2024	20/11/2024										
4	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Mr ASHIM DUTTA CHOWDHURY Son of Late SUDHINDRA NATH DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office </td><td>  </td><td>  Captured </td><td>  </td></tr> <tr> <td>20/11/2024</td><td>LTI</td><td>20/11/2024</td><td>20/11/2024</td></tr> </tbody> </table> 506, DIAMOND HARBOUR ROAD,, City:- , P.O:- BARI SHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.: ADxxxxxx4C, Aadhaar No: 77xxxxxxxx7932, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mr ASHIM DUTTA CHOWDHURY Son of Late SUDHINDRA NATH DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured		20/11/2024	LTI	20/11/2024	20/11/2024
Name	Photo	Finger Print	Signature										
Mr ASHIM DUTTA CHOWDHURY Son of Late SUDHINDRA NATH DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured											
20/11/2024	LTI	20/11/2024	20/11/2024										

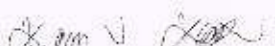
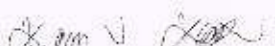
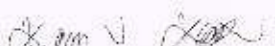
5	Name Mr AMIT DUTTA CHOWDHURY Son of Late SUDHINDRA NATH DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Photo  20/11/2024	Finger Print  LTI 20/11/2024 Captured	Signature  20/11/2024
506, DIAMOND HARBOUR ROAD,, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: ARxxxxxx2F, Aadhaar No: 80xxxxxxxx5290, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office				
6	Name Mr SOMEN DUTTA CHOWDHURY Son of Late SUDHINDRA NATH DUTTA CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Photo  20/11/2024	Finger Print  LTI 20/11/2024 Captured	Signature  20/11/2024
41/17/4C, KAILASH GHOSH ROAD,, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: ADxxxxxx2P, Aadhaar No: 49xxxxxxxx2105, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office				
7	Name Mrs MILY DUTTA CHOWDHURY, (Alias: Mrs MILY MITRA) Wife of Mr CHANDAN KANTI MITRA Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Photo  20/11/2024	Finger Print  LTI 20/11/2024 Captured	Signature  20/11/2024
506, DIAMOND HARBOUR ROAD,, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: AFxxxxxx3R, Aadhaar No: 54xxxxxxxx0188, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office				

8	Name LILI BOSE, (Alias: LILY BASU) Wife of Mr. SAMAR BOSE Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Photo  20/11/2024	Finger Print  Captured LTI 20/11/2024	Signature  20/11/2024
VILLAGE - KAMARPOLE,, City:- , P.O:- SARISHA, P.S:-Diamond Harbour, District:-South 24-Parganas, West Bengal, India, PIN:- 743368 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: DGxxxxxx4J, Aadhaar No: 52xxxxxxxx9165, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office				
9	Name Mrs ANJALI ROY CHOWDHURY Wife of Late AJIT KUMAR ROY CHOWDHURY Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office	Photo  20/11/2024	Finger Print  Captured LTI 20/11/2024	Signature  20/11/2024
71/2, DIAMOND HARBOUR ROAD,, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: AOxxxxxx/C, Aadhaar No: 28xxxxxxxx2280, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BIGVISION U S T DEVELOPERS LLP 75/27A, S N ROY ROAD,, City:- , P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Date of Incorporation:XX-XX-2XX3 , PAN No.:: ABxxxxxx0L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

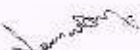
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature				
1	<table border="1"> <tr> <td> Name Mr KAMAL KAYAL Son of Mr. PABITRA KANTI KOYAL Date of Execution : 20/11/2024 , , Admitted by: Self, Date of Admission: 20/11/2024 , Place of Admission of Execution: Office </td> <td> Photo  Nov 20 2024 4:10PM </td> <td> Finger Print  Captured LTI 20/11/2024 </td> <td> Signature  20/11/2024 </td> </tr> </table>	Name Mr KAMAL KAYAL Son of Mr. PABITRA KANTI KOYAL Date of Execution : 20/11/2024 , , Admitted by: Self, Date of Admission: 20/11/2024 , Place of Admission of Execution: Office	Photo  Nov 20 2024 4:10PM	Finger Print  Captured LTI 20/11/2024	Signature  20/11/2024
Name Mr KAMAL KAYAL Son of Mr. PABITRA KANTI KOYAL Date of Execution : 20/11/2024 , , Admitted by: Self, Date of Admission: 20/11/2024 , Place of Admission of Execution: Office	Photo  Nov 20 2024 4:10PM	Finger Print  Captured LTI 20/11/2024	Signature  20/11/2024		

JOKA BARUIPARA,, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: AGxxxxxx9G, Aadhaar No: 68xxxxxxxx2008 Status : Representative, Representative of : PABITRA CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)

2	Name	Photo	Finger Print	Signature
	Mr AMAL KUMAR KOYAL Son of Mr PABITRA KANTI KOYAL Date of Execution - 20/11/2024, , Admitted by: Self, Date of Admission: 20/11/2024, Place of Admission of Execution: Office		 Captured	
		Nov 20 2024 4:20PM	LTI 20/11/2024	20/11/2024

JOKA BARUIPARA,, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: AMxxxxxx6G, Aadhaar No: 59xxxxxxxx8332 Status : Representative, Representative of : PABITRA CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)

3	Name	Photo	Finger Print	Signature
	Mr SOURAV ROY (Presentant) Son of Mr SUBRATA ROY Date of Execution - 20/11/2024, , Admitted by: Self, Date of Admission: 20/11/2024, Place of Admission of Execution: Office		 Captured	
		Nov 20 2024 4:16PM	LTI 20/11/2024	20/11/2024

67/1, S N ROY ROAD,, City:- , P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ALxxxxxx6K, Aadhaar No: 42xxxxxxxx6708 Status : Representative, Representative of : BIGVISION U S T DEVELOPERS LLP (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TAPAS MANNA Son of Mr GOLAK MANNA 2/1, K C ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034		 Captured	
	20/11/2024	20/11/2024	20/11/2024

Identifier Of Mr KAMAL KAYAL, Mr AMAL KUMAR KOYAL, DEBI RANI DUTTA CHOWDHURY, Mrs MINATI GHOSH, Mr SOURAV ROY, Mr ASHIM DUTTA CHOWDHURY, Mr AMIT DUTTA CHOWDHURY, Mr SOMEN DUTTA CHOWDHURY, Mrs MILY DUTTA CHOWDHURY, LILI BOSE, Mrs ANJALI ROY CHOWDHURY

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	PABITRA CONSTRUCTIONS PRIVATE LIMITED	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
2	DEBI RANI DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
3	Mrs MINATI GHOSH	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
4	Mr ASHIM DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
5	Mr AMIT DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
6	Mr SOMEN DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
7	Mrs MILY DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
8	LILI BOSE	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
9	Mrs ANJALI ROY CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-6.99315 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	PABITRA CONSTRUCTIONS PRIVATE LIMITED	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
2	DEBI RANI DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
3	Mrs MINATI GHOSH	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
4	Mr ASHIM DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
5	Mr AMIT DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
6	Mr SOMEN DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
7	Mrs MILY DUTTA CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
8	LILI BOSE	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft
9	Mrs ANJALI ROY CHOWDHURY	BIGVISION U S T DEVELOPERS LLP-555.55555600 Sq Ft

Endorsement For Deed Number : I - 160215405 / 2024

On 20-11-2024

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

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

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

Presented for registration at 15:47 hrs on 20-11-2024, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr SOURAV ROY ..

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 10,79,48,421/-

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

Execution is admitted on 20/11/2024 by 1. DEBI RANI DUTTA CHOWDHURY, Wife of Late SAMAR DUTTA CHOWDHURY, 8/2, KALI KINKAR ROAD,, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife, 2. Mrs MINATI GHOSH, Wife of Mr NITAI PADA GHOSH, VILLAGE - SOUTH MOHANPUR,, P.O: SOUTH MOHANPUR, Thana: Magrahat, , South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by Profession House wife, 3. Mr ASHIM DUTTA CHOWDHURY, Son of Late SUDHINDRA NATH DUTTA CHOWDHURY, 506, DIAMOND HARBOUR ROAD,, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 4. Mr AMIT DUTTA CHOWDHURY, Son of Late SUDHINDRA NATH DUTTA CHOWDHURY, 506, DIAMOND HARBOUR ROAD,, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Retired Person, 5. Mr SOMEN DUTTA CHOWDHURY, Son of Late SUDHINDRA NATH DUTTA CHOWDHURY, 41/17/4C, KAILASH GHOSH ROAD,, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 6. Mrs MILY DUTTA CHOWDHURY, Alias Mrs MILY MITRA, Wife of Mr CHANDAN KANTI MITRA, 506, DIAMOND HARBOUR ROAD,, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 7. LILI BOSE, Alias LILY BASU, Wife of Mr SAMAR BOSE, VILLAGE - KAMARPOLE,, P.O: SARISHA, Thana: Diamond Harbour, , South 24-Parganas, WEST BENGAL, India, PIN - 743368, by caste Hindu, by Profession House wife, 8. Mrs ANJALI ROY CHOWDHURY, Wife of Late AJIT KUMAR ROY CHOWDHURY, 71/2, DIAMOND HARBOUR ROAD,, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business

Identified by Mr TAPAS MANNA, , Son of Mr GOLAK MANNA, 2/1, K C ROAD,, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Service

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

Execution is admitted on 20-11-2024 by Mr KAMAL KAYAL, DIRECTOR, PABITRA CONSTRUCTIONS PRIVATE LIMITED, 28, MAHATMA GANDHI ROAD,, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Mr TAPAS MANNA, , Son of Mr GOLAK MANNA, 2/1, K C ROAD,, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Service

Execution is admitted on 20-11-2024 by Mr AMAL KUMAR KOYAL, DIRECTOR, PABITRA CONSTRUCTIONS PRIVATE LIMITED, 28, MAHATMA GANDHI ROAD,, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Mr TAPAS MANNA, , Son of Mr GOLAK MANNA, 2/1, K C ROAD,, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Service

Execution is admitted on 20-11-2024 by Mr SOURAV ROY, PARTNER, BIGVISION U S T DEVELOPERS LLP, 75/27A, S N ROY ROAD,, City:- , P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Identified by Mr TAPAS MANNA, , Son of Mr GOLAK MANNA, 2/1, K C ROAD,, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,053.00/- (B = Rs 1,00,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,00,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/11/2024 11:52AM with Govt. Ref. No: 19202425028209/188 on 20-11-2024, Amount Rs: 1,00,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5399151182945 on 20-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 046944, Amount: Rs.100.00/-, Date of Purchase: 18/11/2024, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 20/11/2024 11:52AM with Govt. Ref. No: 192024250282097188 on 20-11-2024, Amount Rs: 75,021/-,

Bank: SBI EPay (SBlePay), Ref. No. 5399151182945 on 20-11-2024, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

**OFFICE OF THE D.S.R. - II SOUTH 24-
PARGANAS**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 505222 to 505280
being No 160215405 for the year 2024.



[Handwritten signature]

Digitally signed by Suman Basu
Date: 2024.11.22 11:13:59 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 22/11/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS

West Bengal.



	Thumb	First	Middle	Ring	Little
LEFT :					
RIGHT :					

Name: KAMAL KAYAL

Signature:



LEFT :					
RIGHT :					

Name: ANIL KUMAR KOYAL

Signature:



LEFT :					
RIGHT :					

Name: REBI RANI DUTTA CHOWDHURY

Signature:



LEFT :					
RIGHT :					

Name: MINATI GHOSH

Signature: Minati Ghosh.



LEFT :

RIGHT :

Thumb	First	Middle	Ring	Little

Name: ASHIM DUTTA CHOWDHURY

Signature: Ashim Dutta Chowdhury



LEFT :

RIGHT :

Name: AMIT DUTTA CHOWDHURY

Signature: Amit Dutta Chowdhury



LEFT :

RIGHT :

Name: SOMEN DUTTA CHOWDHURY

Signature: Somen Dutta Chowdhury



LEFT :

RIGHT :

Name: MITY DUTTA CHOWDHURY

Signature: Mity Dutta Chowdhury



	Thumb	First	Middle	Ring	Little
LEFT :					
RIGHT :					

Name: LILY BOSE ALIAS LILY BASU

Signature: Lily Bose



LEFT :					
RIGHT :					

Name: ANJALI ROY CHOWDHURY

Signature: Anjali Roychowdhury



LEFT :					
RIGHT :					

Name: SOUBRAY ROY

Signature: Sourav Roy



LEFT :					
RIGHT :					

Name: _____

Signature: _____