

4196/2023

7-3532/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AP 041094

2/663955/23

12-05
16/03/23

Additional Registrar of Assurances-II
Kolkata

Certified that the Document is admitted to
Registration by the Registrar of Assurances-II
Kolkata and the
endorsement is the part of the document
Additional Registrar
of Assurances-II Kolkata

16 MAR 2023

DEVELOPMENT AGREEMENT

1. Date : 16.03.2023.
2. Place : Kolkata
3. Parties :
 - 3.1 USHA CHAKRABORTY
[PAN. AOTPC3350C]

Contd.....2

180377

Pinaki Chattopadhyay
Advocate
Judge's Court Barisal

NAME	
AGE	
PS	
25 JAN 2023	
SURANJAN BUKHERJEE	
Lawyer, Barisal	
C. C. Court	
Barisal	

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



GRN Details

GRN	150320232033395524	Payment Mode	Online Payment
GRN Date	15/03/2023 18:06:09	Bank Gateway	Bank of Baroda
BRN	1327706400	BRN Date	15/03/2023 18:07:45
GRIPS Payment ID	150320232033395524	Payment Init. Date	15/03/2023 18:06:09
Payment Status	Successful	Payment Ref. No	2000663955/2/2023

(Scan QR Code)

Depositor Details

Depositor's Name	pinaki chattopadhyay
Address	teghana main rd, kol 157
Mobile	9163923942
Depositor Status	Advocate
Query No	2000663955
Applicant's Name	Mr SUJIT ACHARYA
Identification No	2000663955/2/2023
Remarks	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy)	15/03/2023
Period To (dd/mm/yyyy)	15/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000663955/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2000663955/2/2023	Property Registration- Registration Fee	0030-02-104-001-16	71
Total				39992

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED NINETY TWO ONLY.

PAID

[AADHAAR NO. 658245890696] & [MOBILE NO. 9007732725], wife of Late Tapas Chakraborty, daughter in law of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at F/F-7/1, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

3.1.1 **SOUMI CHAKRABORTY [PAN. CQDPC1209A], [AADHAAR NO. 686925256902] & [MOBILE NO. 7439466202]**, daughter of Late Tapas Chakraborty, grand daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at F/F-7/1, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

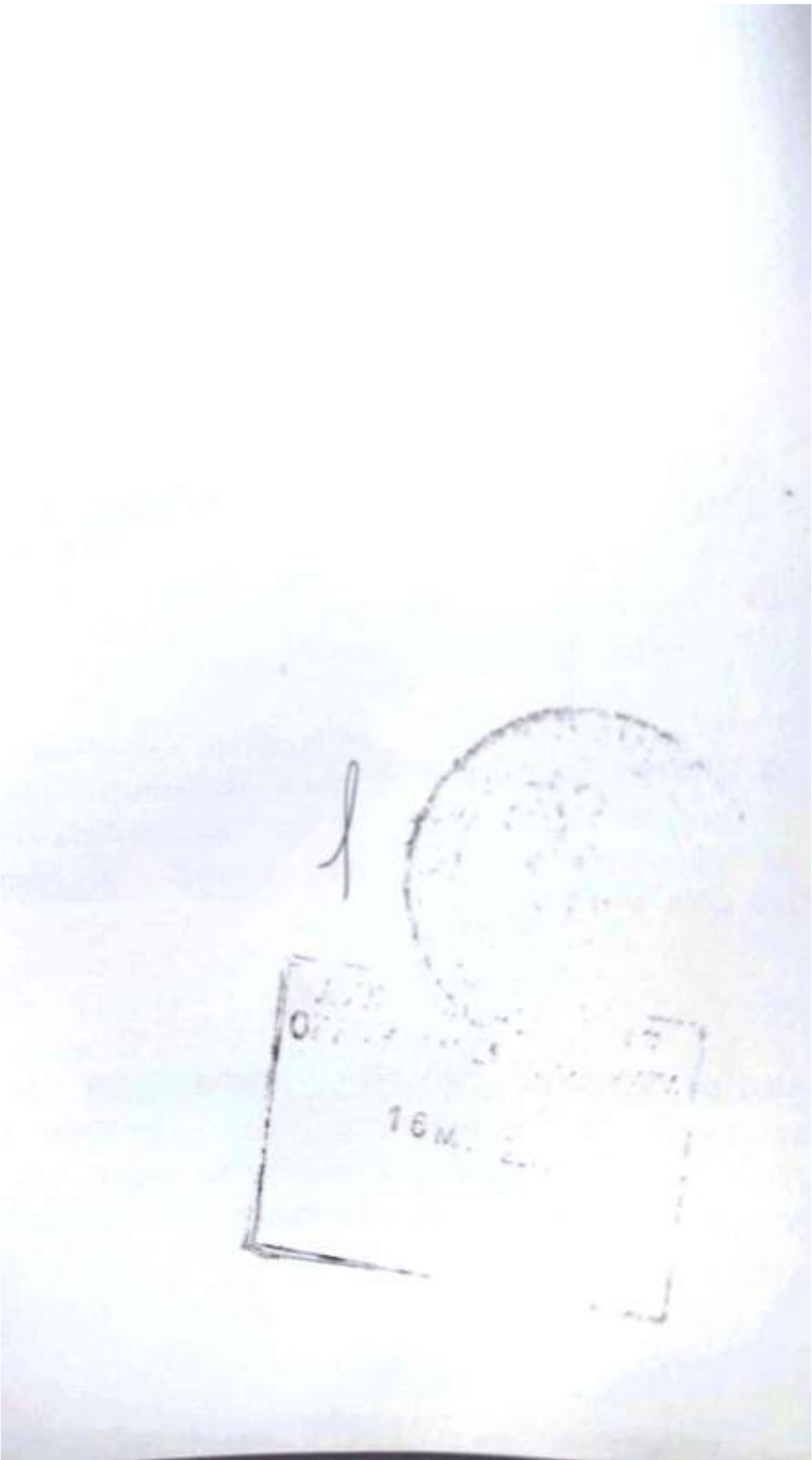
3.1.2 **RAKHI BHATTACHARYA [PAN. BZTPB3881P], [AADHAAR NO. 258137296936] & [MOBILE NO. 8601201687]**, wife of Tara Nath Bhattacharya, daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at D-32/153, Devnathpura, Bangalitola, P.O. Bangalitola, P.S. Dashashwmeagh, District - Varanasi, Pin - 221001, Uttar Pradesh.

3.1.3 **MADHABI SAHA [PAN. DVOPS7522H], [AADHAAR NO. 824973117903] & [MOBILE NO. 9330795665]**, wife of Goutam Saha, daughter of Late Jiban Kumar Chakraborty, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 6, Khalisha Kota Pally, Birati, P.O. Birati, P.S. Dum Dum, Kolkata - 700051, District North 24 Parganas, West Bengal.

Hereinafter jointly and collectively called and referred to as the **"LANDOWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

AND

3.2 **ANIKET CONSTRUCTIONS [PAN. AIWPB8626P]**, a Proprietorship Concern, having its office at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its



Proprietor namely **AVIJIT BOSE [PAN. AIWPB8626P], [AADHAAR NO. 592357298154] & [MOBILE NO. 9836770322]**, son of Sital Bose, by faith

Hindu, by occupation - Business, by nationality - Indian, residing at Indiran Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, presently residing at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. Subject Matter of Development :

4.1. Development Project & Appurtenances :

4.1.1 Project Property : ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K : CH : SFT.</u>
1493	1541	199	158	Sali	04 : 06 : 00
1492	1540	69	1023	Sali	01 : 03 : 00
1494	1542	416	410	Sali	00 : 08 : 00
					05 : 00 : 00

In total a demarcated plot of land measuring **6 (Six) Cottahs** be the same **a little more or less**, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to **R.S. Dag Nos. 1541, 1540 & 1542**, under C.S. Khatian Nos. 199, 69 & 416, **R.S. Khatian Nos. 158, 1023 & 410**, lying and situate at **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality,



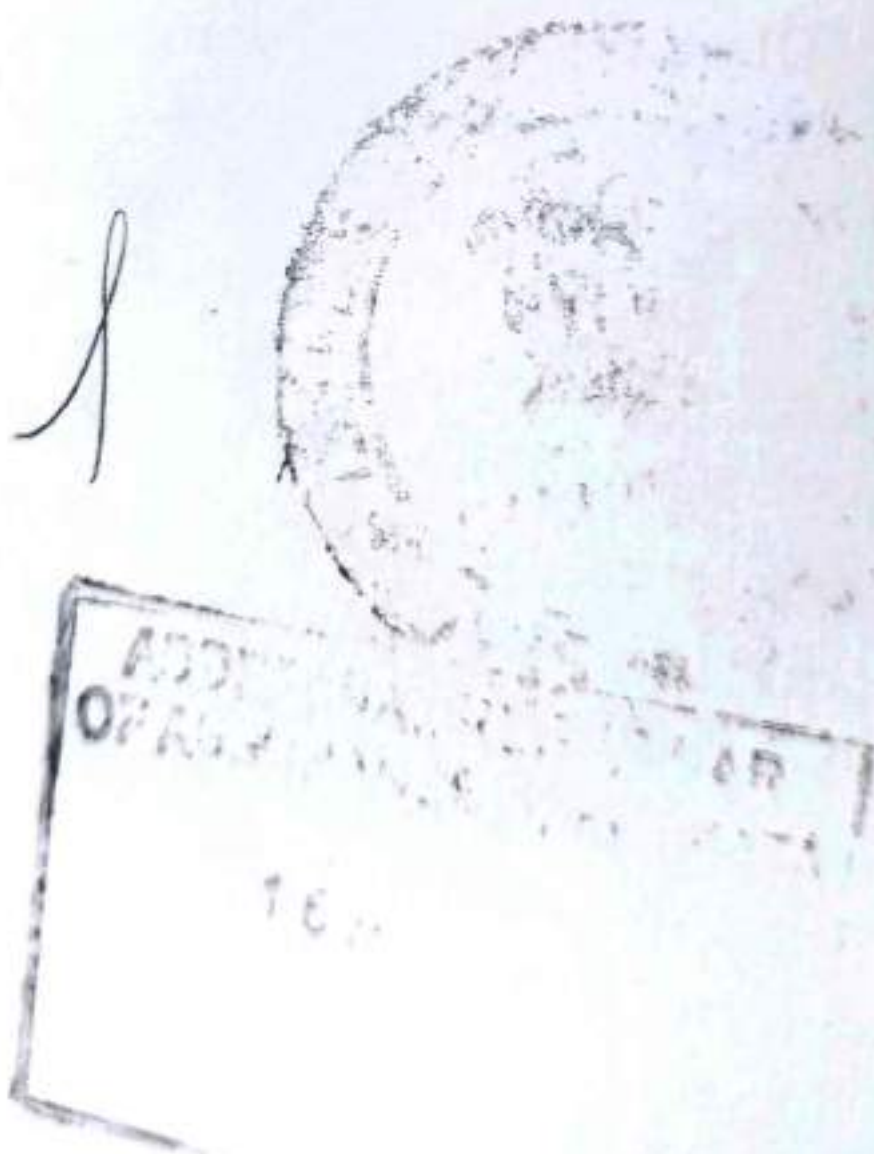
having Holding No. Block A 70 N in Ward No. 24 presently within the local limit of Duttineswar Municipal Corporation, having Holding No. 79/ N Block A, Jyanga, in Ward No. 24 having Assesse No. 20033120277, having Decree No. 1, C.P. 1, Barua Road, Jyanga, P.O. Jyanga, Kolkata, situated in the District North 24 Parganas, in the State of West Bengal, more fully described in the First Schedule hereinafter written

BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :

Representations and Warranties Regarding Title : The Landowners have made the following representation and given the following warranty to the Developer regarding title

CHAIN OF TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF [1] USHA CHAKRABORTY, [2] SOUMI CHAKRABORTY, [3] RAKHI BHATTACHARYA & [4] MADHABI SAHA, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, IS AS FOLLOWS :

Absolute Ownership of Pulin Chandra Das : One Pulin Chandra Das was the absolute owner of ALL THAT piece and parcel of land measuring 12 (Twelve) Cottahs 1 (One) Chittack 19 (Nineteen) sq.ft. more or less, comprised in C.S. Dag Nos. 1494, 1493 & 1492 corresponding to R.S. Dag Nos. 1542, 1541 & 1540, under C.S. Khatian Nos. 416, 199 & 69, R.S. Khatian Nos. 410, 158 & 1023, lying and situate at Mouza - Jyanga, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by way of four separate Registered Deeds of Conveyance (1) First of which was purchased from one Bholanath Dey, son of Late Jogendra Nath Dey, which was registered 12.07 1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 89, being Deed No. 6036 for the year 1960 (2) second of which was purchased from one Durgahala Das, which was registered 12.07 1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, being Deed No. 6037 for the year 1960 (3) Third of which was purchased from one Atul Chandra Naskar, son of Late Parikshit Naskar, which was registered 12.07 1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1 Volume No. 77, Pages 190 to 192, being Deed No. 6039 for the year 1960 & (4) Fourth of which was purchased from one



Mohan Lal Naskar & Others, which was registered 26.04.1963, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, being Deed No. 3544 for the year 1963 respectively.

- 5.1.1.2 **Demise of Pulin Chandra Das** : While in absolute possession and absolute ownership over the aforesaid property, the said Pulin Chandra Das died intestate, leaving behind his wife namely Molina Das, two sons namely (1) Babu Das & (2) Robin Das, and also one daughter namely Purnima Biswas, wife of Madhu Biswas, as his heirs and successors in interest in respect of the aforesaid land, left by the said Pulin Chandra Das, since deceased.
- 5.1.1.3 **Absolute Joint Ownership of (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and deceased father, Pulin Chandra Das, the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring 12 (Twelve) Cottahs 1 (One) Chittack 19 (Nineteen) sq.ft. more or less, comprised in C.S. Dag Nos. 1494, 1493 & 1492 corresponding to R.S. Dag Nos. 1542, 1541 & 1540, under C.S. Khatian Nos. 416, 199 & 69, R.S. Khatian Nos. 410, 158 & 1023, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.4 **Joint Sale by the said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas to one Jiban Kumar Chakraborty** : The said said (1) Molina Das, (2) Babu Das, (3) Robin Das & (4) Purnima Biswas, out of their aforesaid joint possession/joint ownership, sold, transferred and conveyed ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Sold Property/Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K : CH : SFT.</u>
1493	1541	199	158	04 - 05 - 00
1492	1540	69	1023	01 - 03 - 00
1494	1542	416	410	00 - 08 - 00
				06 - 00 - 00



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ADDITIONAL SECRETARY
OFFICE OF THE SECRETARY
16/12/2019

In total land measuring 6 (Six) Cottahs more or less equivalent to 10 (Ten) Decimals more or less, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Jiban Kumar Chakraborty, son of Late Jadunath Chakraborty, by the strength of a Registered Deed of Conveyance, which was registered on 07.02.1979, registered in the office of the Additional District Registrar, Barasat, 24 Parganas, and recorded in Book No. 1, Volume No. 10, Pages 198 to 204, being Deed No. 312 for the year 1979.

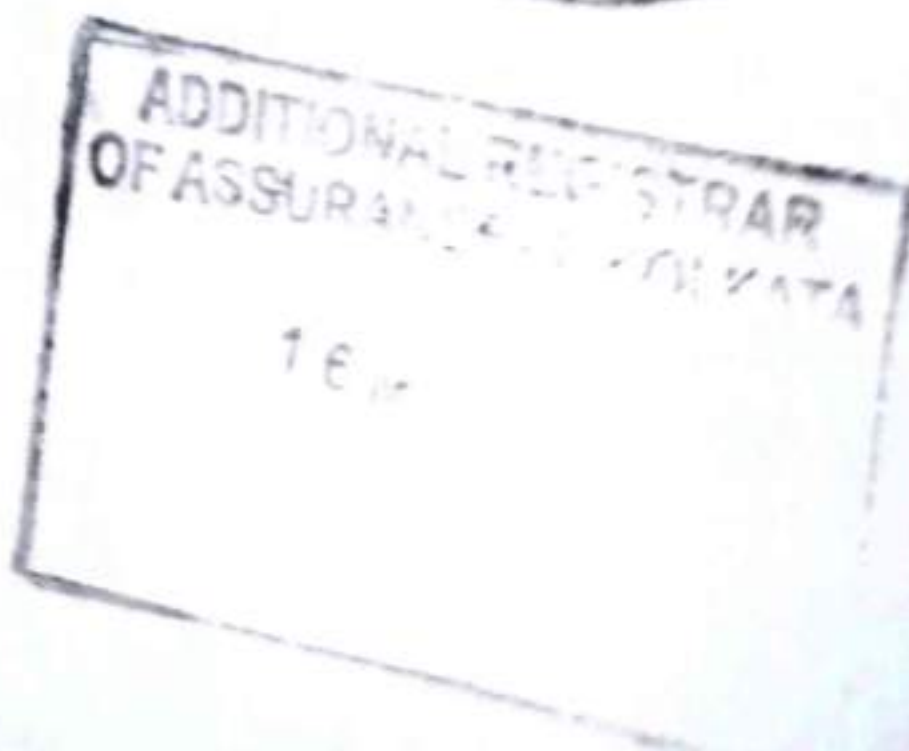
5.1.1.5 Absolute Ownership of Jiban Kumar Chakraborty under Deed No. 312 for the year 1979 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 312 for the year 1979, the said Jiban Kumar Chakraborty, became the absolute owner of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u> <u>No.</u>	<u>R.S. Dag</u> <u>No.</u>	<u>C.S. Khatian</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>Absolute Ownership/Land Area</u> <u>K : CH : SFT.</u>
1493	1541	199	158	04 - 05 - 00
1492	1540	69	1023	01 - 03 - 00
1494	1542	416	410	00 - 08 - 00
				06 - 00 - 00

In total land measuring 6 (Six) Cottahs more or less equivalent to land measuring 10 (Ten) Decimals more or less, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.1.6 Record by Jiban Kumar Chakraborty : After having absolute possession and absolute ownership over the aforesaid property, the said Jiban Kumar Chakraborty duly recorded and mutated his name in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, having Premises No. F/F-7/1, Jyangra, Hatiara Road, P.O. Jyangra, P.S. Baguiati (formerly Rajarhat), Kolkata - 700059.

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It is also to be noted here that after formation of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), the said Jiban Kumar Chakraborty also duly recorded and mutated his name in the record of the concerned Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 13, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, Jyangra, P.O. Jyangra, P.S. Baguiati (formerly Rajarhat), Kolkata - 700059, in the District North 24 Parganas.

- 5.1.1.7 **Demise of Jiban Kumar Chakraborty** : While in absolute possession and absolute ownership over the aforesaid property, the said Jiban Kumar Chakraborty died intestate on 07.05.2016, leaving behind his son namely Tapas Chakraborty, and also two daughters namely (1) Rakhi Bhattacharya, wife of Tara Nath Bhattacharya & (2) Madhabi Saha, wife of Goutam Saha, as his heirs and successors in interest in respect of the aforesaid land, left by the said Jiban Kumar Chakraborty, since deceased, and each having possessed undivided 1/3rd share in the aforesaid property, i.e. in the estate of the said Jiban Kumar Chakraborty, since deceased.

It is to be mentioned here that the wife of the said Jiban Kumar Chakraborty namely Usha Chakraborty, who predeceased him on 22.07.2008.

- 5.1.1.8 **Absolute Joint Ownership of (1) Tapas Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased father, Jiban Kumar Chakraborty, the said (1) Tapas Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Absolute Joint Ownership</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K : CH : SFT.</u>
1493	1541	199	158	04 - 05 - 00
1492	1540	69	1023	01 - 03 - 00
1494	1542	416	410	00 - 08 - 00
				06 - 00 - 00

In total land measuring 6 (Six) Cottahs more or less equivalent to land measuring 10 (Ten) Decimals more or less, comprised in C.S. Dag Nos.



ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA

16/11/2019

1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Tenur No. 3027, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 13, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas,

5.1.1.9 Demise of Tapas Chakraborty : The said Tapas Chakraborty, son of Late Jiban Kumar Chakraborty died intestate on 11.10.2020, leaving behind his wife namely Usha Chakraborty, and only daughter namely Soumi Chakraborty, as his heirs and successors in interest in respect of his undivided 1/3rd share in the aforesaid property, left by the said Tapas Chakraborty, since deceased, in the estate of the said Jiban Kumar Chakraborty, since deceased.

5.1.1.10 Absolute Joint Ownership of (1) Usha Chakraborty, (1A) Soumi Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance as described above, the said (1) Usha Chakraborty, (1A) Soumi Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha, Landowners herein, have become the absolute joint owners of the aforesaid property, i.e. **ALL THAT** piece and parcel of land measuring :

<u>C.S. Dag</u> <u>No.</u>	<u>R.S. Dag</u> <u>No.</u>	<u>C.S. Khatian</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>Nature of</u> <u>Land</u>	<u>Joint Ownership</u> K : CH : SPT
1493	1541	199	158	Sali	04 - 05 - 00
1492	1540	69	1023	Sali	01 - 03 - 00
1494	1542	416	410	Sali	00 - 08 - 00
					06 - 00 - 00

In total a demarcated plot of land measuring **6 (Six) Cottahs be the same a little more or less**, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to **R.S. Dag Nos. 1541, 1540 & 1542**, under C.S. Khatian Nos. 199, 69 & 416, **R.S. Khatian Nos. 158, 1023 & 410**, lying and situate



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
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of Mouza Jyangra, I.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana Kankata, P.S. Bagurati (formerly Rajarhat), A.D.S.R.O. Rajarhat, New Murshidabad, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 13, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, Jyangra, P.O. Jyangra, Kolkata 700059, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE AND POWER OF ATTORNEY :

6.1 Desire of Development : The said (1) Usha Chakraborty, (1A) Soumi Chakraborty, (2) Rakhi Bhattacharya & (3) Madhabi Saha, Landowners herein have jointly expressed their desire to develop the aforesaid demarcated plot of land measuring **6 (Six) Cottahs be the same a more or less**, morefully described in the First Schedule hereunder written, by constructing a high rise building/s thereon, and the present Developer has accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developer herein for the said demarcated plot of land mentioned above and explicitly described in the First Schedule hereunder written.

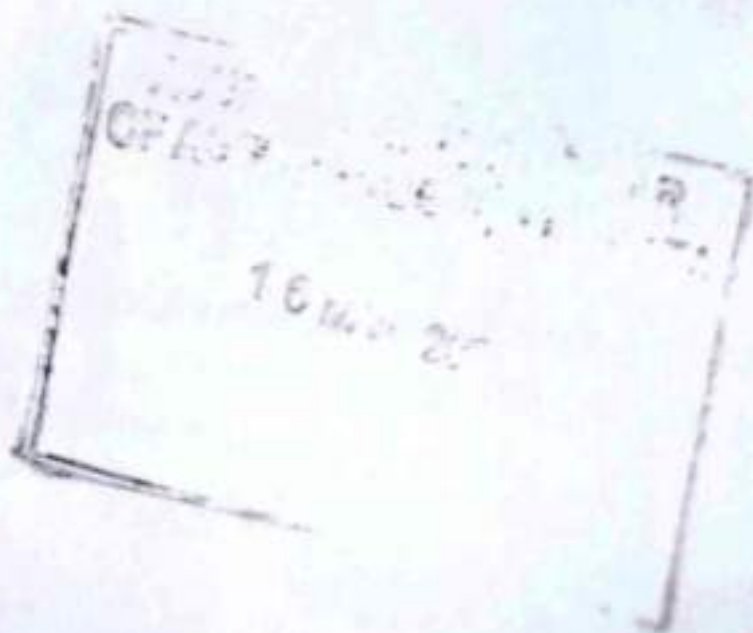
6.1.1 Registered Development Power of Attorney : For the smooth running of the said project, the Landowners herein agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowners herein have appointed and nominated the developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

7. DEFINITION :

7.1 Building : Shall mean high ¹/_{rise} building/s so to be constructed on the schedule property.

7.1.1 Common Facilities & Amenities : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas

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and other amenities and facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

- 7.1.2 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowners, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed high rise building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the high rise building, which will be sanctioned by the competent authority for construction of the building including its modification and amenities and alterations.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.



7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

8. **LANDOWNERS' RIGHT & REPRESENTATION :**

8.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

8.1.1 **Free From Encumbrance** : The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

9. **DEVELOPER'S RIGHTS :**

9.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.

9.1.1 **Right of Construction** : The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

9.1.2 **Construction Cost** : The Developer shall carry total construction work of the present multi storied building at his own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

9.1.3 **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.

9.1.4 **Booking & Agreement for Sale** : Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said

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proceedings will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as Registered Power of Attorney Holder. All the sales/allocations of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in his own name but without creating any liability on the Landowners.

9.15 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.

9.16 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

9.17 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.

9.18 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.

9.19 **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners in respect of Developer's Allocation.

10 **CONSIDERATION :**

10.1 **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

11 **DEALING OF SPACE IN THE BUILDING :**

11.1 **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the

1



Building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

Exclusive Power of Dealings of Developer : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

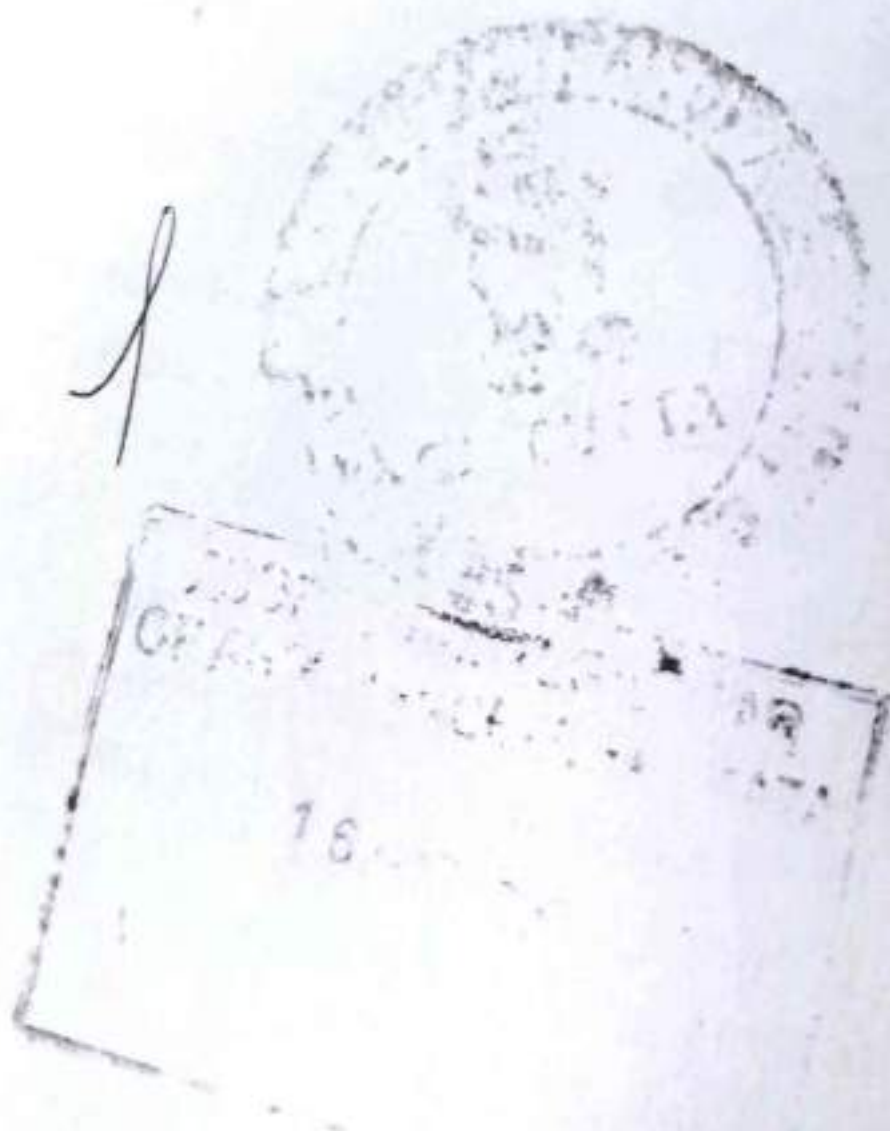
12 **NEW BUILDING :**

12.1 **Completion of Project :** The Developer shall at his own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

12.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats/units therein on ownership basis and as mutually agreed upon.

12.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.

12.1.3 **Municipal Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowners and the Developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or his nominees and the Landowners and/or their nominee/nominees respectively.



- 12.1.4 **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

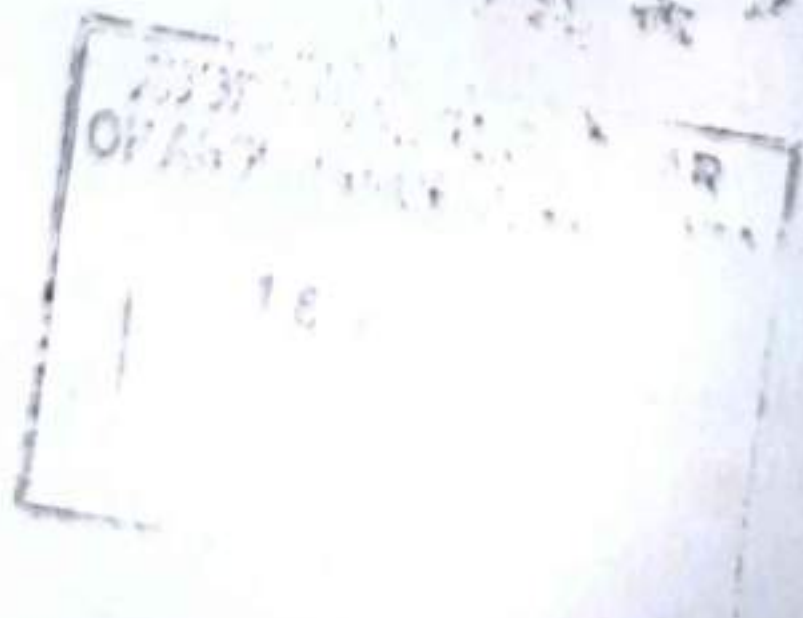
13. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :**

- 13.1 **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the authority being provided to that effect.
- 13.1.1 **Payment of Municipal Taxes** : Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.
- 13.1.2 **Share of Common Expenses & Amenities** : As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. **COMMON RESTRICTION :**

- 14.1 **Restriction of Landowners and Developer in common** : The Landowners' Allocation in the building shall be subject to the same restriction and use

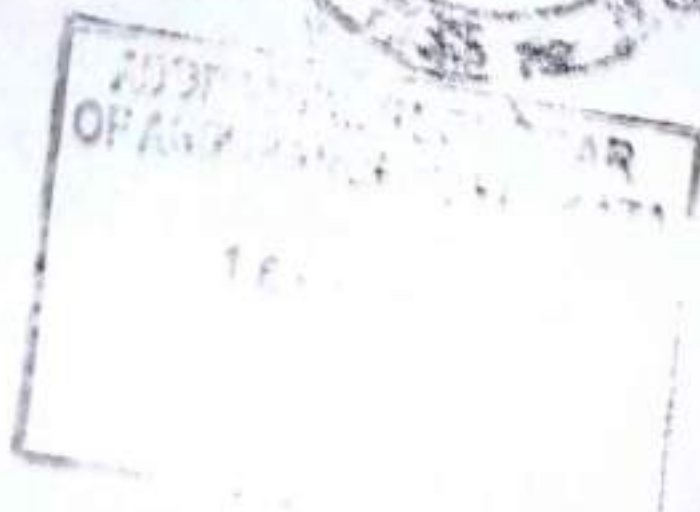
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as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-

- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 14.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

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14.3 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

14.3.4 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

15. **LANDOWNERS' OBLIGATION :**

15.1 **No Interference :**

The Landowners hereby agree and covenant with the Developer :

- i) not to cause any interference or hindrance in the construction of the building by the Developer.
- ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

16. **DEVELOPER'S OBLIGATIONS :**

16.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of sanctioning the building plan from the concerned authority. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation

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16.1.1 **Penalty** : If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.2,000/- (Rupees Two Thousand only) per month to the Landowners as demurrage.

16.1.2 **No Violation** : The Developer hereby agrees and covenants with the Landowners :

- i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- ii) not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

17. **LANDOWNERS' INDEMNITY :**

17.1 **Indemnity** : The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners :

- i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

19. **MISCELLANEOUS :**

19.1 **Contract Not Partnership** : The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners



and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

- 19.1.1 **Not specified Premises** : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.
- 19.1.2 **Not Responsible** : The Landowners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.3 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/ association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

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ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA
16

19.1.4 **Name of the Building :** The name of the building shall be given by the developer in due course.

19.1.5 **Right to borrow fund :** The Developer shall be entitled to borrow money at his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of her estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

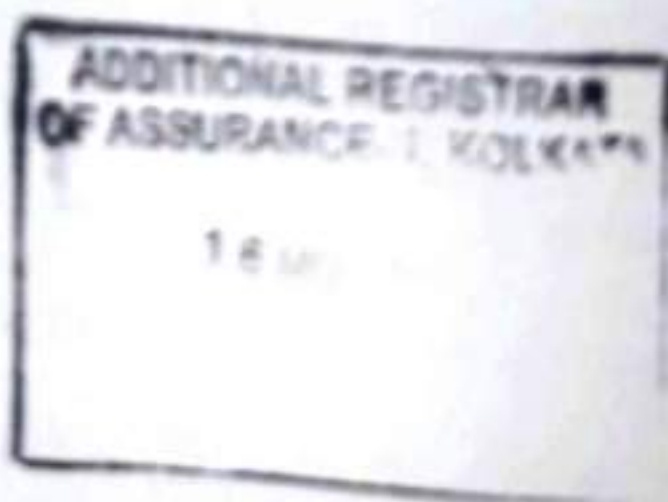
19.1.6 **Documentation :** The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

19.1.7 **Electrical Transformar :** The Electrical Transformar will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformar will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformar in the project within the stated period of handing over the possession and under no circumstances, the Landowners and purchaser/s of the building will blame and will take any steps on this point to the developer.

20. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.



DISPUTES :

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

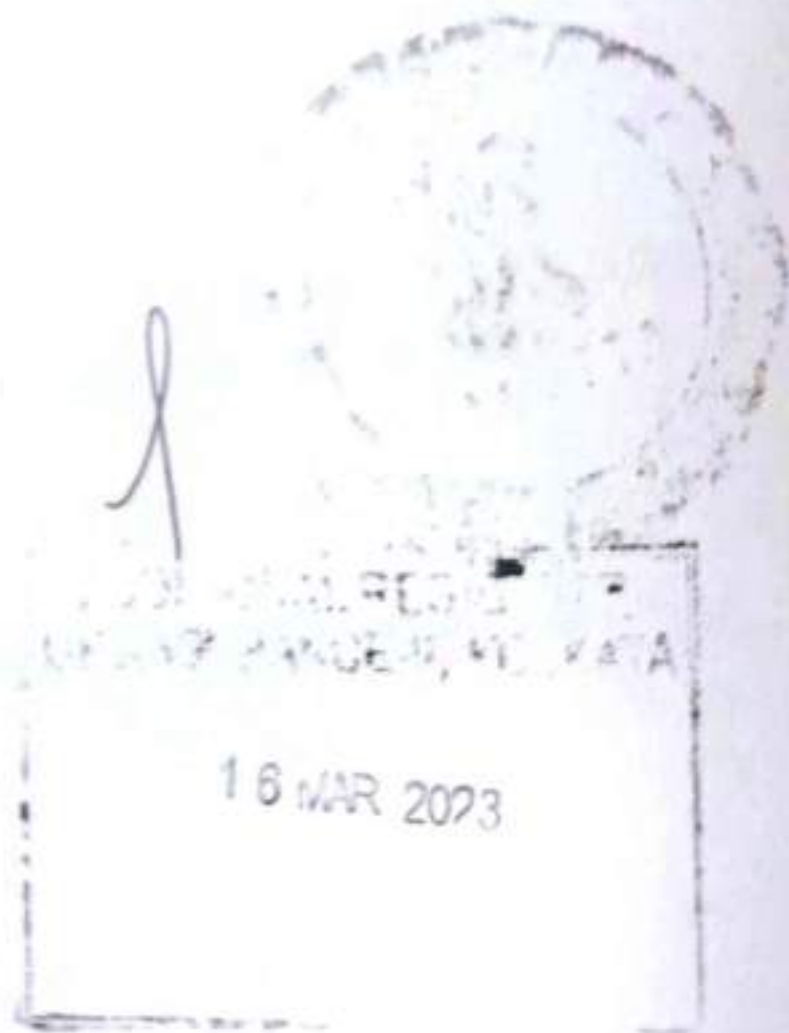
22. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO **[Description of Land & Premises]**

ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K : CH : SFT.</u>
1493	1541	199	158	Sali	04 - 05 - 00
1492	1540	69	1023	Sali	01 - 03 - 00
1494	1542	416	410	Sali	00 - 08 - 00
					06 - 00 - 00



In total a demarcated plot of land measuring 6 (Six) Cottahs be the same a little more or less, comprised in C.S. Dag Nos. 1493, 1492 & 1494, corresponding to R.S. Dag Nos. 1541, 1540 & 1542, under C.S. Khatian Nos. 199, 69 & 416, R.S. Khatian Nos. 158, 1023 & 410, lying and situate at **Mouza - Jyangra**, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. Block-A, 79/N, in Ward No. 28, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 79/N, Block-A, Jyangra, in Ward No. 13, having Assessee No. 20033120277, having Premises No. F/F-7/1, Hatiara Road, Jyangra, P.O. Jyangra, Kolkata - 700059, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : R.S. Dag No. 1538 & 40 ft. Wide P.W.D. Road [Hatiara Road].
 ON THE SOUTH : R.S. Dag No. 1540 (P).
 ON THE EAST : R.S. Dag No. 1539.
 ON THE WEST : R.S. Dag No. 1542 & House of Bivarani Samajdar & Others.

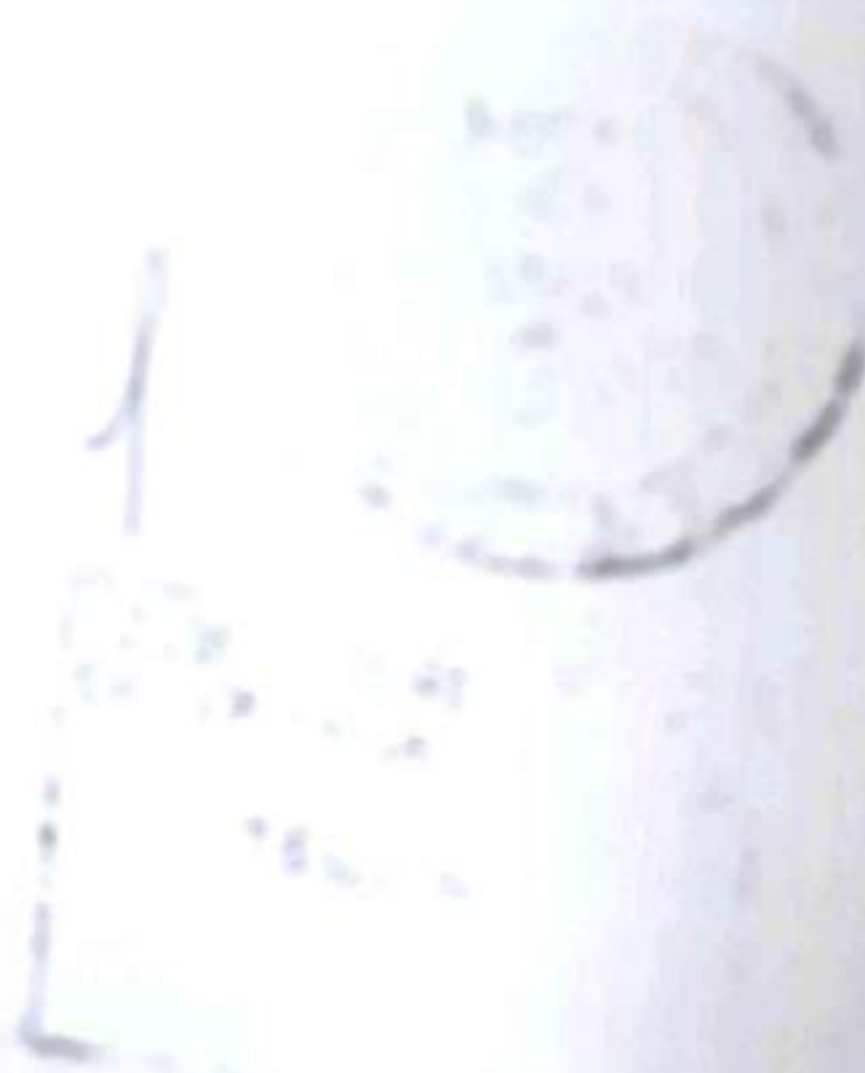
THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of high rise building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will get an area measuring 48% constructed area in form of flats/shops/garages to be allotted from any floor in the proposed building, so to be constructed by the developer on the schedule land morefully described in the First Schedule hereinabove written.

Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flats/units within the purview of the Landowners' Allocation



The Landowners will also get a sum of Rs.5,000/- (Rupees Five Thousand only) as non-refundable security deposit, to be payable at the time of signing and executing this present Development Agreement.

It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the high rise building, so to be constructed by the present Developer on the land in question. The other constructed area will exclusively be treated as Developer's Allocation.

The flats/units will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

The Landowners will also give permission to amalgamate their plot with other neighbour plots and the Owners' Allocation as described above is/will be fixed as aforesaid.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building (excluding Landowners' Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8"/5" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5"/3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of Marble/Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6' height with white glazed tiles of

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RECEIVED
OFFICE OF THE
18 MAR 1951

6. KITCHEN : Cooking platform and sink with tap will be of black stone 2'-6" height glazed white standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian type/commode, all with PVC Cistern. All fittings are in standard type. One wash hand basin in dining space of flat.
8. DOORS : All doors are wooden frame & flush doors. Standard lock and peep hole on main entrance door.
9. WINDOWS : Alluminium Channel window with full glass panel and good quality grill will be provided in the windows.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill (half) will be fully covered.
13. LIFT : Four persons capacity lift will be provided in the project.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point & one A.C. Point.
3. Living/Dining Room : Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point & one Gyzzer point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling Bell : One Calling Bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

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ADDITIONAL RECORD
OF ASSURANCE H. M.
16 MAR 1900

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. Sudip- Acharya,
of- Dakshin Para,
P.O. PS- Barasat,
Kolkata- 700124.

Usha Chakraborty
Usha Chakraborty

2. Jayashree Mondal
W/o- Subhankar Paul
Malabana, P.O. Saranpur
P.S. Swarnnagar,
Dist- 24 P.O.S (N)
Pin- 743286

Soumi Chakraborty
Soumi Chakraborty

Rakhi Bhattacharya

Rakhi Bhattacharya

Drafted By :

Pinaki Chattopadhyay Swarnnagar
Add-
F/1305/14/2011
Jugta Court, Barasat.

For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700157.
Ph. : 9830061809.

Madhabi Saha
Madhabi Saha
Landowners

Aniket Bose

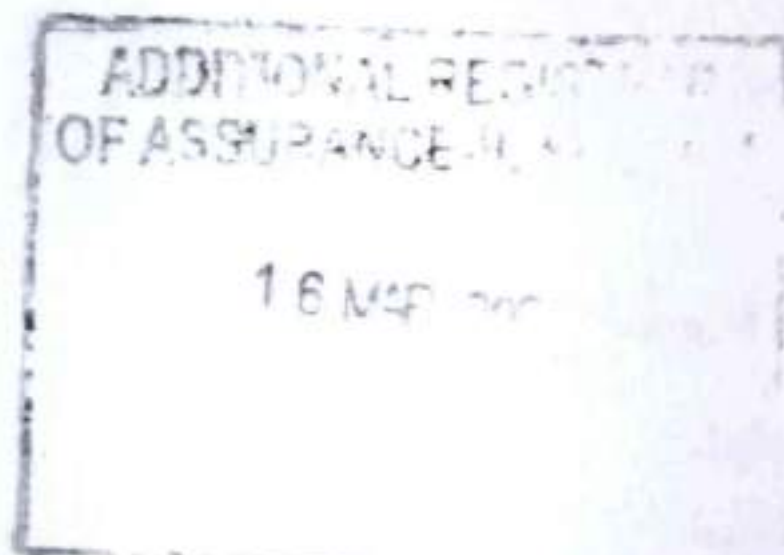
Aniket Constructions
Represented by its Proprietor
Avijit Bose
Developer

Composed By :

Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.

Contd.....25

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MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of **Rs.5,000/- (Rupees Five Thousand only)** in cash from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Witnesses :-

1. *Susmit Acharya*

Usha Chakraborty
Usha Chakraborty

2. *Jayashree Mondal*

Soumi Chakraborty
Soumi Chakraborty

Rakhi Bhattacharya

Rakhi Bhattacharya

Madhabi Saha
Madhabi Saha

Landowners

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of **Rs.5,000/- (Rupees Five Thousand only)** in cash from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Witnesses :-

1. *Susir Acharya*

Usha Chakraborty
Usha Chakraborty

2. *Jayashree Mondal*

Soumi Chakraborty
Soumi Chakraborty

Rakhi Bhattacharya

Rakhi Bhattacharya

Madhabi Saha
Madhabi Saha

Landowners



1. NAME
 2. AGE
 3. SEX
 4. OCCUPATION
 5. ADDRESS

FINGER PRINTS TO BE TAKEN FOR THE YEAR 2000
 IN THE YEAR 2000 ALL THE FINGER PRINTS
 MUST BE TAKEN FOR THE YEAR 2000



L.H.					
R.H.					

NAME: Shree. Subashchandra

ATTENDED: Shree. Subashchandra



L.H.					
R.H.					

NAME: Shree. Subashchandra

ATTENDED: Shree. Subashchandra



L.H.					
R.H.					

NAME: Shree. Subashchandra

ATTENDED: Shree. Subashchandra



L.H.					
R.H.					

NAME: Shree. Subashchandra

PART OF THE
 (PLAINT)
 (PLAINT/SELLER)
 (PLAINT/CLAIMANT)
 (PLAINT)

UNDER RULE 64 OF THE LR ACT 1998
 N.H. L.H. BOX SMALL TO THE MR PRINTS
 R.H. BOX THUMB TO SMALL PRINTS



Lisha Chakraborty

ATTESTED :- Lisha Chakraborty

L.H.					
R.H.					



Soumi Chakraborty

ATTESTED :- Soumi Chakraborty

L.H.					
R.H.					



Ranhi Bhattacharya

ATTESTED :- Ranhi Bhattacharya

L.H.					
R.H.					



Ranhi Bhatia

ATTESTED :- Ranhi Bhatia

L.H.					
R.H.					



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
16 MAR 2023



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
16 MAR 2023

NATURE OF THE
 ACCIDENT
 OCCIDENT / OTHER
 CAUSE / CLAIMANT
 DATE / TIME

UNDERSTANDING OF THE ACT 1988
 AND THE INSURANCE ACT 1938
 AND THE INSURANCE ACT 1938



August 13, 2018



ATTESTED :- August 13, 2018

	L.H.					
	R.H.					

ATTESTED

	L.H.					
	R.H.					

ATTESTED

	L.H.					
	R.H.					

ATTESTED :-

OF THE
 ACCUSANT
 ACCUSANT (SILENT)
 ACCUSANT (SILENT)
 WITH PHOTO

UNDER RULE 6E FOR THE ACT 1998
 AND 1.10 HAVE BEEN TO THE PROSECUTOR
 AND HAVE BEEN TO THE PROSECUTOR



Angela B. B. B.

I. H.					

ATTENDED - Angela B. B. B.

	I. H.					
	R. H.					

ATTENDED -

	I. H.					
	R. H.					

ATTENDED -

	I. H.					
	R. H.					



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
16 MAR 2023

Major Information of the Deed

Deed No :	I-1902-03532/2023	Date of Registration	16/03/2023
Query No / Year	1902-2000663955/2023	Office where deed is registered	A R A. - II KOLKATA, District: Kolkata
Query Date	13/03/2023 6:04:39 PM	Additional Transaction	
Applicant Name, Address & Other Details	SUJIT ACHARYA Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No : 628908 Status : Solicitor firm	[4305] Other than Immovable Property Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00]	
Transaction	Additional Transaction	Market Value	
[1110] Sale, Development Agreement or Construction agreement		Rs. 2,07,89,998/-	
Set Forth value		Registration Fee Paid	
Stampduty Paid(SD)		Rs. 155/- (Article E, E. B)	
Rs. 40,021/- (Article 48(g))			
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (1 area)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Hatiaara Road, Mouza: Jyangra, , Ward No: 13, Holding No:79/N JI No: 16, Pin Code : 700059

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Det
L1	RS-1541	RS-158	Bastu	Shali	4 Katha 5 Chatak		1,49,42,811/-	Width of App Road: 40 Ft. Adjacent to Road.
L2	RS-1540	RS-1023	Bastu	Shali	1 Katha 3 Chatak		41,14,687/-	Width of App Road: 40 Ft. Adjacent to Road.
L3	RS-1542	RS-410	Bastu	Shali	8 Chatak		17,32,500/-	Width of App Road: 40 Ft. Adjacent to Road.
		TOTAL :			9.9Dec	0 /-	207,89,998 /-	
		Grand Total :			9.9Dec	0 /-	207,89,998 /-	

1. Person Details

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
USHA CHAKRABORTY Wife of Late TAPAS CHAKRABORTY Executed by: Self, Date of Execution: 16/03/2023 Admitted by: Self, Date of Admission: 16/03/2023, Place: Office			
16/03/2023	16/03/2023	16/03/2023	

F/F-7/1, HATIARA ROAD, City:- , P.O:- JYANGRA, P.S:- Bagulati, District:- North 24 Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No:- ADxxxxxx0C, Aadhaar No:- 6xxxxxxx0696, Status: Individual, Executed by: Self, Date of Execution: 16/03/2023, Admitted by: Self, Date of Admission: 16/03/2023, Place: Office

Name	Photo	Finger Print	Signature
SOURI CHAKRABORTY Daughter of Late TAPAS CHAKRABORTY Executed by: Self, Date of Execution: 16/03/2023 Admitted by: Self, Date of Admission: 16/03/2023, Place: Office			
16/03/2023	16/03/2023	16/03/2023	

F/F-7/1, HATIARA ROAD, City:- , P.O:- JYANGRA, P.S:- Bagulati, District:- North 24 Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of India, PAN No:- CQxxxxxx9A, Aadhaar No:- 68xxxxxxx6902, Status: Individual, Executed by: Self, Date of Execution: 16/03/2023, Admitted by: Self, Date of Admission: 16/03/2023, Place: Office

Name	Photo	Finger Print	Signature
RAKHI BHATTACHARYA Wife of TARA NATH BHATTACHARYA Executed by: Self, Date of Execution: 16/03/2023 Admitted by: Self, Date of Admission: 16/03/2023, Place: Office			
16/03/2023	16/03/2023	16/03/2023	

D/ 22/153, DEVIKATHPURA, BANGALITOLA, City:- , P.O:- BANGALITOLA, P.S:- DASHASHWMEGH, District:- Varanasi, Uttar Pradesh, India, PIN:- 221001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No:- BZxxxxxx1P, Aadhaar No:- 25xxxxxxx6936, Status: Individual, Executed by: Self, Date of Execution: 16/03/2023, Admitted by: Self, Date of Admission: 16/03/2023, Place: Office

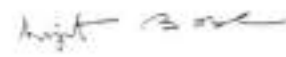
Name	Photo	Finger Print	Signature
MADHABI SAHA Son of GOUTAM SAHA Executed by: Self, Date of Execution: 16/03/2023 Admitted by: Self, Date of Admission: 16/03/2023, Place of Admission: Office	 16/03/2023	 LTI 16/03/2023	 16/03/2023

KHALISHA KOTA PALLY, BIRATI, City:- , P.O:- BIRATI, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700051 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DVxxxxxx2H, Aadhaar No: 82xxxxxxxx7903, Status :Individual, Executed by: Self, Date of Execution: 16/03/2023
 Admitted by: Self, Date of Admission: 16/03/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANIKET CONSTRUCTIONS INDRANI APARTMENT, 2ND FLOOR, DR. B.C.ROY SARANI, JYANGRA, UTTARAYAN, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 , PAN No.: A1xxxxxx6P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	AVIJIT BOSE (Presentant) Son of SITAL BOSE Date of Execution - 16/03/2023, , Admitted by: Self, Date of Admission: 16/03/2023, Place of Admission of Execution: Office	 Mar 16 2023 3:35PM	 LTI 16/03/2023	 16/03/2023
INDRANI APARTMENT, 2ND FLOOR, DR. B.C.ROY SARANI, JYANGRA, UTTARAYAN, City:- , P.C DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 70005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: A1xxxxxx6P, Aadhaar No: 59xxxxxxxx8154 Status : Representative, Representative of : ANIKET CONSTRUCTIONS (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
SUJIT ACHARYA Son of SUNIL ACHARYA DAKHINPARA, City:- , P.O:- BARASAT, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124	 16/03/2023	 16/03/2023	 16/03/2023

Identifier Of USHA CHAKRABORTY, SOUMI CHAKRABORTY, RAKHI BHATTACHARYA, MADHABI SAHA, AVI, BOSE

Transfer of property for L1

	To. with area (Name-Area)
CHAKRABORTY	ANIKET CONSTRUCTIONS-1.77891 Dec
CHAKRABORTY	ANIKET CONSTRUCTIONS-1.77891 Dec
BHATTACHARYA	ANIKET CONSTRUCTIONS-1.77891 Dec
MADHABI SAHA	ANIKET CONSTRUCTIONS-1.77891 Dec

Transfer of property for L2

From	To. with area (Name-Area)
USHA CHAKRABORTY	ANIKET CONSTRUCTIONS-0.489844 Dec
SOU MI CHAKRABORTY	ANIKET CONSTRUCTIONS-0.489844 Dec
RAKHI BHATTACHARYA	ANIKET CONSTRUCTIONS-0.489844 Dec
MADHABI SAHA	ANIKET CONSTRUCTIONS-0.489844 Dec

Transfer of property for L3

Sl No	From	To. with area (Name-Area)
1	USHA CHAKRABORTY	ANIKET CONSTRUCTIONS-0.20625 Dec
2	SOU MI CHAKRABORTY	ANIKET CONSTRUCTIONS-0.20625 Dec
3	RAKHI BHATTACHARYA	ANIKET CONSTRUCTIONS-0.20625 Dec
4	MADHABI SAHA	ANIKET CONSTRUCTIONS-0.20625 Dec

Endorsement For Deed Number : I - 190203532 / 2023

16-03-2023

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

Rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 48 Stamp Act 1899

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

Registration at 14.52 hrs on 16-03-2023, at the Office of the A.R.A. - II KOLKATA by AVIJIT BOSE

Certificate of Market Value(WB PUVI rules of 2001)

That the market value of this property which is the subject matter of the deed has been assessed at Rs 40,021/-

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

Execution is admitted on 16/03/2023 by 1. USHA CHAKRABORTY, Wife of Late TAPAS CHAKRABORTY, F.F. 7/1, HATIJARA ROAD, P.O. JYANGRA, Thana Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession House wife, 2. SOUMI CHAKRABORTY, Daughter of Late TAPAS CHAKRABORTY, F.F. 7/1, HATIJARA ROAD, P.O. JYANGRA, Thana Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Student, 3. RAKHI BHATTACHARYA, Wife of TARA NATH BHATTACHARYA, D 32/53, DEVNATHPURA, BANGALITOLA, P.O. BANGALITOLA, Thana DASHASHWMEGH, Varanasi, UTTAR PRADESH, India, PIN - 221001, by caste Hindu, by Profession House wife, 4. MADHABI SAHA, Wife of GOUTAM SAHA, 6, KHALISHA KOTA PALLY, BIRATI, P.O. BIRATI, Thana Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by Profession House wife

Indetified by SUJIT ACHARYA, Son of SUNIL ACHARYA, DAKHINPARA, P.O. BARASAT, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

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

Execution is admitted on 16-03-2023 by AVIJIT BOSE, PROPRIETOR, ANIKET CONSTRUCTIONS, INDRANI APARTMENT, 2ND FLOOR, DR. B.C. ROY SARANI, JYANGRA, UTTARAYAN, City:-, P.O.:- DESHBANDHU NAGAR P.S.-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Indetified by SUJIT ACHARYA, Son of SUNIL ACHARYA, DAKHINPARA, P.O. BARASAT, Thana Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 155.00/- (B = Rs 50.00/-, E = Rs 21.00/-, J = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 71/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2023 6:07PM with Govt. Ref. No: 19202230333955291 on 15-03-2023, Amount Rs: 71/-, Bank: Bank of Baroda (BARB0INDIAE), Ref. No. 1327596890 on 15-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 180377, Amount: Rs. 100.00/-, Date of Purchase: 25/01/2023, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2023 6:07PM with Govt. Ref. No: 19202230333955291 on 15-03-2023, Amount Rs: 39,921/-, Bank: Bank of Baroda (BARB0INDIAE), Ref. No. 1327596890 on 15-03-2023, Head of Account 0030-02-103-003-02

Signature

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2023, Page from 116542 to 116576
being No 190203532 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.03.21 15:09:58 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2023/03/21 03:09:58 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2023

DEVELOPMENT AGREEMENT

BETWEEN

Usha Chakraborty
Soumi Chakraborty
Rakhi Bhattacharya
Madhabi Saha

Landowners

Aniket Constructions

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700157
Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road
Kolkata - 700157