

15407/2024

14978/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AS 654868

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

Additional Registrar of Assurances-IV, Kolkata

7 OCT-2024

03/10/24
12:20
13/07/24
Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 07th day of October, Two Thousand Twenty Four (2024)

BETWEEN

1. **SMT. SUMITA BHATTACHARJEE** (PAN : CXTPB7284D & AADHAAR : 7758 1321 6606), wife of Late Sankar Bhattacharjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at 2/1, Umakanta Sen Lane, P.O. Ghughudanga, P.S. Chitpur, Kolkata - 700030,
2. **SRI ARITRA BHATTACHARJEE** (PAN : AUDPB3540R & AADHAAR : 9358 7001 3387), son of Late Sankar Bhattacharjee, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at 2/1, Umakanta Sen Lane, P.O. Ghughudanga, P.S. Chitpur, Kolkata - 700030,
3. **SMT. PRANATI BHATTACHARJEE** (PAN : AVRPB7951K & AADHAAR : 4051 8412 1666), wife of Late Mohan Lal Bhattacharjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at 2/1, Umakanta Sen Lane, P.O. Ghughudanga, P.S. Chitpur, Kolkata - 700030,
4. **SRI ARDHENDU BHATTACHARJEE** (PAN : ALEPB8682Q & AADHAAR : 7520 8955 5243), son of Late Mohan Lal Bhattacharjee, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at 2/1, Umakanta Sen Lane, P.O. Ghughudanga, P.S. Chitpur, Kolkata - 700030,
5. **SRI DEBASISH BISWAS** (PAN : BIZPB1033N & AADHAAR : 6097 3610 7053), son of Sri Chabi Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 2B, Khelat Babu Lane, P.O. Belgachia, P.S. Tala, Kolkata - 700037;

All hereinafter collectively called and referred to as the **OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective legal heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**

A N D

SHIVAM CONSTRUCTION, a proprietorship firm having its office at 2B, Khelat Babu Lane, P.O. Belgachia, P.S. Tala, Kolkata - 700037 being represented by its sole proprietor **SRI DEBASISH BISWAS** (PAN : BIZPB1033N & AADHAAR : 6097 3610 7053), son of Sri Chabi Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 2B, Khelat Babu Lane, P.O. Belgachia, P.S. Tala, Kolkata - 700037, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS one Harimoni Devi was absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of bastu land measuring about 3 Katha 6 Sq.ft. more or less lying and situated at Premises No. 2/1, Umakanta Sen Lane, Calcutta within P.S. Chitpore, comprised in Dihi Panchannagram Div. I, Subdivision 17, Mouza - Beerpara, Holding No. 36 under the then Ward No. 31 of Corporation of Calcutta in the District of 24-Parganas

AND WHEREAS said Harimoni Devi by an Indenture of sale dated 05.02.1945 registered at SRO, Sealdah in Book No. I, Volume No. 16, Pages 1 to 5 being No. 224 of 1945 sold conveyed and transferred the aforesaid land unto and in favour of one Sri Jugal Kishore Ghosh and Sri Fakir Chandra Ghosh against valuable consideration therein mentioned

AND WHEREAS thus said Sri Jugal Kishore Ghosh and Sri Fakir Chandra Ghosh became the absolute joint owners of aforesaid property and during continuation of such ownership and possession both of them jointly by an Indenture of sale dated 12.06.1946 registered at SRO, Sealdah in Book No. 1, Volume No. 32, Pages 128 to 133 being No.1182 for the year 1946 sold, conveyed and transferred the aforesaid land unto and in favour of one Smt. Lakshmi Debi, wife of Sri Kalidas Bhattacharjee of 11, Srinath Mukherjee Lane, Calcutta.

AND WHEREAS thus said Lakshmi Debi became sole and absolute owner of aforesaid land duly mutated her name in the records of the then Corporation of Calcutta in respect of aforesaid property and constructed a brick built dwelling house thereon in the year 1947 as per sanctioned building plan and the said land with structure is morefully mentioned and described in the First Schedule written hereunder and hereinafter referred to as the "said land/said premises/said property").

AND WHEREAS said Lakshmi Debi died intestate as widower on 04.06.2005 leaving behind the following persons as her only surviving legal heirs, successors and/or legal representatives in accordance with Hindu Succession Act, 1956

SL. No.	NAME	SHARE	RELATIONSHIP
1.	Mohanlal Bhattacharjee	Undivided 1/7 th Share	Son
2.	Kajal Bhattacharjee	Undivided 1/7 th Share	Son
3.	Kuntal Kr. Bhattacharjee	Undivided 1/7 th Share	Son
4.	Karabi Chatterjee	Undivided 1/7 th Share	Daughter (Married)
5.	Sumita Bhattacharjee	Undivided 1/14 th Share	Widow of predeceased son – Sankar Bhattacharjee (Date of Death : 23.01.1993)
6.	Aritra Bhattacharjee	Undivided 1/14 th Share	Son of predeceased son - Sankar Bhattacharjee
7.	Sandhya Bhattacharjee Biswas	Undivided 1/14 th Share	Widow of predeceased son - Kamal Kr. Bhattacharjee (Date of Death : 26.05.1996)
8.	Anupa Mukherjee	Undivided 1/14 th Share	Daughter of predeceased son - Kamal Kr. Bhattacharjee (Date of Death : 26.05.1996)
9.	Anjana Bhattacharjee Biswas	Undivided 1/7 th Share	Widow of predeceased son - Kanchan Bhattacharjee (Date of Death : 01.11.1996)

AND WHEREAS thus by virtue of inheritance said Mohanlal Bhattacharjee, Kajal Bhattacharjee, Kuntal Kumar Bhattacharjee, Karabi Chatterjee, Sandhya Bhattacharjee, Anupa Mukherjee, Sumita Bhattacharjee, Aritra Bhattacharjee and Anjana Bhattacharjee Biswas became the owners of said premises

AND WHEREAS while enjoying undivided 1/7th share of said premises said Mohanlal Bhattacharjee died intestate on 18.06.2007 leaving behind him surviving his wife namely

Pranati Bhattacharjee and only son namely Ardhendu Bhattacharjee as his only legal heirs, successors and/or legal representatives in accordance with Hindu Succession Act, 1956

AND WHEREAS said Kajal Bhattacharjee by way of an Indenture of Gift dated 14.08.2008 registered at the office at A.R.A.-I, Kolkata in Book No. I, CD Vol. No. 61, Pages from 3567 to 3591 Being No. 11817 for the Year 2008, gifted his undivided 1/7th share of the said premises unto and in favour of his brother Kuntal Kumar Bhattacharjee

AND WHEREAS while enjoying undivided 2/7th share of said premises, said Kuntal Kumar Bhattacharjee died Intestate on 28.07.2024 leaving behind him surviving his wife namely Srabani Bhattacharjee as his only legal heirs, successors and/or legal representatives in accordance with Hindu Succession Act, 1956

AND WHEREAS while enjoying undivided 1/14th share of said premises, said Anupa Mukherjee died intestate on 16.10.2015 leaving behind him surviving Ranjan Pratim Mukherjee, Rounak Mukherjee and Sandhya Bhattacharjee as her only legal heirs, successors and/or legal representatives in accordance with Hindu Succession Act, 1956

AND WHEREAS thus by virtue of recital stated hereinabove said Karabi Chatterjee, Sandhya Bhattacharjee, Ranjan Pratim Mukherjee, Rounak Mukherjee, Anjana Bhattacharjee Biswas, Srabani Bhattacharjee, Sumita Bhattacharjee, Aritra Bhattacharjee, Pranati Bhattacharjee and Ardhendu Bhattacharjee became the owners of ALL THAT piece or parcel of a plot of bastu land containing by estimation an area of 03 Katha 06 Sq.ft. more or less lying and situated at Premises No. 2/1, Umakanta Sen Lane, Kolkata - 700030 having Assessee No. 110041800094 within P.S. Chitpur under the local limits of Kolkata Municipal Corporation in Ward No. 004 within the jurisdiction of A.D.S.R., Sealdah in the District of South 24-Parganas TOGETHERWITH a dilapidated two storied building standing thereon TOGETHERWITH all ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto hereinafter referred to as the "SAID PREMISES/SAID LAND/SAID PROPERTY" morefully mentioned and described in the First Schedule written hereunder and got their names mutated as the owners of said premises in the assessment register of Kolkata Municipal Corporation

AND WHEREAS by an Indenture of sale dated 07.10.2024 duly registered at A.R.A.-IV, Kolkata in Book No. I Being No. 14977 for the year 2024 made between said Karabi Chatterjee, Sandhya Bhattacharjee, Ranjan Pratim Mukherjee, Rounak Mukherjee, Anjana Bhattacharjee Biswas and Srabani Bhattacharjee, Sumita Bhattacharjee, Aritra Bhattacharjee, Pranati Bhattacharjee and Ardhendu Bhattacharjee therein collectively referred to as vendors/confirming Party/confirming parties of first part and second part and Debasish Biswas therein referred to as purchaser of third part, said vendors/confirming Party/confirming parties for the consideration therein mentioned granted, sold, conveyed, transferred, released, assigned, assured and confirmed ALL THAT undivided 5/7th share of said premises unto and in favour of said Debasish Biswas

AND WHEREAS thus by virtue of recital stated hereinabove said Sumita Bhattacharjee (undivided 1/14th share), Aritra Bhattacharjee (undivided 1/14th share), Pranati Bhattacharjee (undivided 1/14th share), Ardhendu Bhattacharjee (undivided 1/14th share) and Debasish Biswas (undivided 5/7th share) became the owners of aforesaid property and are now

Debasish Biswas



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



192024250243427188

GRN Details

GRN:	192024250243427188	Payment Mode:	SBI Epay
GRN Date:	07/10/2024 11:04:19	Bank/Gateway:	SBICPay Payment Gateway
BRN :	1011769961435	BRN Date:	07/10/2024 11:05:00
Gateway Ref ID:	IGARXSBDC3	Method:	State Bank of India NB
GRIPS Payment ID:	071020242024342717	Payment Init. Date:	07/10/2024 11:04:19
Payment Status:	Successful	Payment Ref. No:	2002648363/1/2024
[Query No./Query Year]			

Depositor Details

Depositor's Name:	Mr Debasish Biswas
Address:	2B, Khelat Babu Lane. Kolkata - 700037
Mobile:	9836075022
Period From (dd/mm/yyyy):	07/10/2024
Period To (dd/mm/yyyy):	07/10/2024
Payment Ref ID:	2002648363/1/2024
Dept Ref ID/DRN:	2002648363/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002648363/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	19920
2	2002648363/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				19941

IN WORDS: NINETEEN THOUSAND NINE HUNDRED FORTY ONE ONLY.

absolutely seized and possessed of or otherwise well and sufficiently entitled to Premises No. 2/1, Umakanta Sen Lane, Kolkata - 700030 morefully mentioned and described in the First Schedule written hereunder

AND WHEREAS Owners herein being jointly desirous of development of the said premises, have approached the Developer and offered him to develop the said premises by erecting a multistoried residential building in place of existing dilapidated structures standing thereon

AND WHEREAS at or before the execution hereof the Owners do and each of them doth hereby assure and represent to the Developer as follows:

- a) THAT the Owners have a good marketable title in respect of the said premises.
- b) THAT the said premises is free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, litigations, proceedings, disputes, claims, demands and trust whatsoever or howsoever except some tenancies.
- c) THAT excepting the Owners, none else has any right, title, interest, claim or demand whatsoever or howsoever in respect of the said premises or any part thereof.
- d) THAT there is no bar or impediment legal or otherwise of the Owners in developing, selling, conveying, assigning and transferring of the said premises or any part thereof.
- e) THAT there is/are no acquisition or requisition proceeding pending nor the Owners has been served with any notice of acquisition or requisition in respect of said premises.
- f) THAT no public demand of any kind whatsoever is outstanding against and/or payable by the Owners in respect of said premises or any part thereof.
- g) THAT the Owners have not entered into any Agreement for Sale, Development, Lease or Otherwise nor have created any interest or right of the Third Party into and upon the said premises or any part thereof.
- h) THAT the Owners have not obtained any loan from any Bank, Private or Public Financial Institution in respect of the said property or any part thereof.
- i) THAT the said premises or any part thereof is not under any "Debutter" or "Wakf" and it is free from road alignment.

AND WHEREAS the Developer in good faith has agreed to develop the said premises at his own costs, expenses and responsibilities on the terms and covenants set forth hereunder

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE - I

Definitions : In this Indenture the terms as used shall, unless there is anything contrary and/or repugnant to the subject or context be deemed, to have the following meaning :-

- 1.1 OWNERS : shall mean 1) SMT. SUMITA BHATTACHARJEE, 2) SRI ARITRA BHATTACHARJEE, 3) SMT. PRANATI BHATTACHARJEE, 4) SRI ARDHENDU BHATTACHARJEE and 5) SRI DEBASISH BISWAS and include their respective heirs, successors, executors, legal representatives, administrators and/or assigns.
- 1.2 DEVELOPER : shall mean SHIVAM CONSTRUCTION, a proprietorship firm being represented by its sole proprietor SRI DEBASISH BISWAS and include his heirs, successors, executors, legal representatives, administrators and/or assigns.

- 1.3 **'TITLE DEED'** shall mean all available deeds and documents related to said premises.
- 1.4 **SAID LAND** : Shall mean **ALL THAT** piece or parcel of bastu land containing by estimation an area of 03 Katha 06 Sq.ft. more or less lying and situated at Premises No. 2/1, Umakanta Sen Lane, Kolkata - 700037 within P.S. Chitpur under Ward No. 004, Borough I of Kolkata Municipal Corporation in the District of South 24-Parganas morefully described in the First Schedule hereunder written.
 - 1.1. **SAID PREMISES** :- Shall mean the official identity of the premises being the Municipal Premises hereunder written in the **First Schedule**.
 - 1.2. **NEW BUILDING** : - Shall mean the G+III/G+IV/multistoried residential building to be constructed on the said premises.
 - 1.3. **BUILDING PLAN** :- Shall mean and include the plan or plans, elevations, designs, drawings and specifications of the new building to be sanctioned by the Kolkata Municipal Corporation.
 - 1.4. **OWNERS' ALLOCATION** : Shall mean and include entire top floor of the new building particularly set forth and mentioned in the Second Schedule written hereunder along with undivided proportionate share of the land including undivided proportionate common rights and interests in all common service areas, amenities and facilities thereon
 - 1.5. **DEVELOPER'S ALLOCATION** : Shall mean and include rest of the constructed area of the new building particularly set forth and mentioned in the Second Schedule written hereunder along with undivided proportionate share of the land including undivided proportionate common rights and interests in all common service areas, amenities and facilities thereon
 - 1.6. **COMMON AREAS AND INSTALLATIONS** shall mean and include the corridors, stair-cases, passage-ways, landings, drive-ways, ultimate roof, tank room, water pump room, underground water reservoir, overhead water tank and other installation required for the establishment enjoyment maintenance and/or management of the proposed building to be constructed according to the specification contained in Fourth Schedule hereunder including all open and covered spaces in the ground level of the building at the said land.
 - 1.7. It is hereby agreed by and between the parties (Owners and Developer) and/or their nominees shall become Co-owners of the undivided share of premises, common areas and common parts of the proposed building in the ratio of the constructed space owned by them.
 - 1.8. **'ARCHITECT'** shall mean such person or persons who may be appointed by the Developer for planning, designing, amending, modifying and supervising the said multistoried Ownership Building.
 - 1.9. **'TRANSFeree'** shall mean a person or persons, firm, limited company, association of persons or body of individuals to whom any space in the said multistoried Ownership Building to be sold and/or transferred by the Owners and/or the Developer from their respective allocations.
 - 1.10. **FORCE MAJEURE** : Shall mean any natural calamities such as floods, earthquake, riots etc.
 - 1.11. **TAX LIABILITIES** : The Developer will pay the rates and taxes payable to the Kolkata Municipal Corporation and other statutory authority in respect of said property and shall be payable by him until handing over possession of Owners' allocation to the Owners. The

Owners shall be entitled to get their flats separately assessed through proper apportionment to the Kolkata Municipal Corporation. The Parties shall be liable to bear G.S.T. as per their separate allocation/allotments if so imposed by the authority concerned.

1.12. Words imposing singular shall include plural and vice-versa.

1.13. Words imposing masculine gender shall include feminine and neuter gender and vice-versa.

ARTICLE -II - COMMENCEMENT

2. **THIS DEVELOPMENT AGREEMENT** shall be deemed to have been commenced on and with effect from the date of its execution. However, this Agreement shall not mean and or create any partnership between Owners and the Developer and shall mean a contract by and between them.

ARTICLE - III

OWNERS' REPRESENTATIONS :

- 3.1. The Owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said land/said property/said premises more fully and particularly described in the FIRST SCHEDULE hereunder written as the joint owners thereof.
- 3.2. Except the Owners, none else has any claim interest or demand over and in respect of the said property or any portion thereof.
- 3.3. The Owners herein are fully competent to enter into and execute this Development Agreement cum Development Power of Attorney.
- 3.4. The said property is free from all encumbrances, charges, liens, lispendences, attachments, trusts, acquisitions, requisitions, suits and proceedings whatsoever or howsoever.
- 3.5. There is no Temple, Mosque, debottor or burial ground on the said premises.
- 3.6. There is no excess vacant land at the said premises or the said property within the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto.

ARTICLE - IV

(DEVELOPER'S RIGHT)

- 4.1. The Owners hereby granted and executed subject to what have been herein provided, an exclusive right to the Developer to build upon and to commercially utilise the said property by making construction of a new multistoried building on the said land in accordance with the building plan or plans to be approved by the Kolkata Municipal Corporation in the name of the owners comprising of self-contained residential flats apartments, units, car parking spaces and/or other constructed areas thereon.
- 4.2. All lawful applications, Building Plan/s, Affidavits, Undertakings, Declarations and other documents as may be required by the Developer for the purpose of obtaining necessary sanctions and approvals from the appropriate authorities the Owners hereby executed these presents in favour of the Developer which to be registered by the Developer at the cost and expenses of the Developer and the same shall be submitted by the Developer on behalf of the Owners at Developer's own costs and expenses. All costs, charges and expenses required to be paid or deposited for submission of building plans, modification of building plans to the Kolkata Municipal Corporation and/or other concerned authorities shall be borne and met by the Developer. The Developer shall be exclusively entitled to all refunds if any, available from the Kolkata Municipal Corporation and/or other concerned authorities out of any or all payments and/or deposits made by the Developer from time to time in this connection.

- 4.3. That possession of the said property shall be handed over by the Owners within 45 (forty-five) days from the date of sanctioned building plan, to the Developer for the timely completion of construction work of the said multistoried building, however, the Developer shall henceforth be entitled to enter into the said premises along with his workmen, professionals, architects etc. for preparation of all formalities for the proposed construction.

ARTICLE – V – TITLE DEEDS

- 5.1. The Owners shall be liable to handover all original deeds and documents of said premises to the Developer. The Developer shall be liable to produce the same as and when required by the nominees / transferees of the residential flats/units/constructed spaces/undivided share of the property forming part of the Developer's Allocation and after transfer of Developer's Allocation, the Developer shall handover the same to the Association of Flat Owners of new building.

ARTICLE – VI – CONSIDERATION

- 6.1. In consideration of the Owners allowing the Developer to commercially utilise the said property and agreeing to transfer the Developer's Allocation to the Developer and/or his nominee/s and/or transferee/s, the Developer shall allocate the Owners' Allocation in lieu of and as a part of the consideration for the residue undivided proportionate share of the said land under Second Schedule hereunder together with all the residue constructed areas (common portions) in the new building to be constructed as per building plan.

ARTICLE – VII – PROCEDURE

- 7.1. The Owners hereby grant and execute this Development Agreement in favour of the Developer for the purpose of obtaining necessary permissions approvals and/or sanctions from the various authorities in connection with the development of the said property and also for pursuing and following up the matters with the Kolkata Municipal Corporation and other statutory authorities and also for the purpose of development work and to facilitate the Developer for proper implements of this Development Agreement cum Development Power of Attorney.
- 7.2. For the purpose of development work and for commencement and completion of construction of the building the Owners hereby agree to deliver the peaceful vacant possession of the said property within 45 (forty-five) days from the date of sanctioned building plan.
- 7.3. The Developer shall at his own cost arrange accommodation for the owner nos. 1 to 4 as stated hereinabove for their residence during the period of construction of the new building preferably within the locality in following manner :-
- a) One (2 Bedroom) flat or Rs.10,000/- per month for Sumita Bhattachajee and Aritra Bhattacharjee.
 - b) One (2 Bedroom) flat or Rs.10,000/- per month for Pranati Bhattachajee and Ardhendu Bhattacharjee.
- 7.4. The Owners shall deliver vacant possession of said premises to the Developer within 45 days from the date of getting information of sanction of the plan and the Owners shall shift to the said alternative accommodation.
- 7.5. The Developer shall commence the construction as per said approved plan after demolishing the existing structure thereon at his own cost and initiative.
- 7.6. After completing the building as per terms hereof the Developer shall deliver vacant possession of Owners' Allocation as described in Second Schedule below within the said stipulated period with uninterrupted supply of water and electric.

ARTICLE – VIII – OWNERS' RIGHT

- 8.1. The Developer on completion of the Owners' Allocable portions in good and habitable condition together with essential services such as uninterrupted supply of water and electricity therein shall put the Owners in undisputed possession thereof together with all rights in the common portions and common amenities and facilities along with all easement and quasi-easements rights within 24 (twenty-four) months from the date of handing over possession of said premises provided the Developer is not restrained to progress the construction works due to force-majeure as defined hereunder or any other situation beyond reasonable control of Developer. Any written communication made through Speed Post shall be treated as the sufficient evidence of service of notice in this regard.
- 8.2. Subject as aforesaid, the common portions of the said new Building and the open spaces shall jointly belong to the Developer and the Owners in proportionate to their respective shares.
- 8.3. The cost of CESC meters including main line installation in the new building shall be borne proportionately by the Owners and Developer and/or their respective nominees/transferees for their respective allocations/allotted portions in the new building.
- 8.4. The Developer shall subject to the provision herein contained be exclusively entitled to the Developer's Allocation in the new building with exclusive right to transfer or deal otherwise with or dispose of the same without any right claim demand or interest whatsoever therein of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation in any manner whatsoever.

ARTICLE – IX - BUILDING

- 9.1. The Developer shall at his own cost construct, erect and complete the building in all respect on the said land with good and standard quality materials as may be specified by the Architect/s from time to time, however, the Developer shall be obliged at his own cost to construct, erect and complete the portion of the Owners' Allocation in the new building on the said land with good and standard quality materials as specified in the **FOURTH SCHEDULE** hereunder written.
- 9.2. The Owners and his authorized persons shall be entitled to inspect the work of construction of their allotted portions during the construction of new building.
- 9.3. The quality of the materials to be used by the Developer in construction of new building shall be certified by the Architect from time to time and unless the same is certified, the Developer would not use the said materials.
- 9.4. The salvage arising out of the demolition of the existing structure shall belong to the Developer exclusively and shall be entitled to dispose of the same and realize the proceeds thereof.
- 9.5. The Developer shall at his own costs and expenses and without creating any financial or other liability on the owners construct and complete the said multistoried building and various units and/or apartments therein in accordance with the sanctioned plan or any amendment thereto or modifications thereof made or cause to be made by the Developer.
- 9.6. The nominees/transferees of Developer's allocation shall be entitled to get home loans from banks and financial institutions (without making the Owners liable of their property i.e. owners' allocation) and in this regard the Owners shall never raise objection in any manner whatsoever.
- 9.7. The Owners hereby confirm and authorize the Developer to appoint the Architect/s and other consultants/professionals to assist in and complete the project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid

by the Developer.

- 9.8. All costs, charges and expenses, including Architect's fees of any damage, loss caused owing to negligence, carelessness, accidents and/or any other reason during the construction or erection of the new building on the said land shall be discharged by the Developer and the Owners shall bear no responsibility in this context.

ARTICLE – X - COMMON RESTRICTIONS

The Owners' Allocation in the new building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupants of the new building which shall include the following :-

- 10.1. The Owners/Developer shall not use or permit to use the Owners' Allocation / Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the said new building.
- 10.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 10.3. The parties shall abide by all Laws, Bye-laws, Rules and Regulations of the Government, Kolkata Municipal Corporation and/or any other Local Bodies or statutory authorities 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, Bye laws, Rules and Regulations.
- 10.4. The respective allottees 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 allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
- 10.5. The Owners hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 10.6. No goods or other items/materials shall be kept by the Owners or by the Developer or by their respective occupants for display or otherwise in the corridors or other places of the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case if any hindrance is caused, the Developer or the Allottees, as the case may be, shall be entitled to remove the same at the risk and cost of the other.
- 10.7. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new Building.
- 10.8. The Owners shall permit the Developer and his representatives servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for similar purposes.

ARTICLE – XI - OBLIGATIONS OF THE OWNERS

- 11.1 The Owners hereby agree and covenant with the Developer not to cause any interference

or hindrance in the construction of the new building on the said land by the Developer until and unless violation of any terms and conditions hereunder is made by the Developer which may hamper the owners' interest however.

- 11.2 The Owners shall not do or permit to be done or permitted any act, deed or thing whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 11.3 The Developer shall cause mutation of the names of the Owners in the office of the K.M.C., if required at his initiative and the Owners shall reimburse to the Developer the cost of such proceeding as per bills.
- 11.4 The Owners shall have the right to inspect the construction of the new building and make suggestions in respect thereof, if any, at appropriate time well in advance.
- 11.5 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from constructing transferring and/or disposing of any part or portion of the said Developer's Allocation in the new building subject to the delivery of the undisputed possession of the owner's allocation in good, well finished and habitable conditions within said specific period and time shall be the essence of this contract.
- 11.6 The Owners hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes and/or ground rents on and from the date of receipt of possession of the Owners' allocation. The Owners shall have to take the possession of owners' allocation within 07 (seven) days from date of formal intimation to be given by the Developer to the Owners.
- 11.7 The Owners shall or may cause to be joined such person or persons as Confirming Party/Confirming Parties as may be required by the Developer in the Agreements and/or Transfer Deeds that may be executed for transfer of the Developer's Allocation in favour of the intending Transferee/s.
- 11.8 The Owners shall actively render at all times with all co-operation and assistance to the Developer in construction and completion of the proposed building and for effectuating the sale and/or transfer of Developer's Allocation envisaged hereunder.
- 11.9 Upon the Developer constructing and delivering possession to the owners of their allocation, the Owners shall hold the same terms and conditions and restrictions as regard the user and maintenance of the building as the other flat purchasers of the building.
- 11.10 The Owners hereby execute these presents in favour of the Developer as shall be required for the purpose of sanction and/or modification and/or revised plans and all necessary permissions sanctions and approvals from the various authorities in connection with the construction of new building and obtain various utilities from different authorities and also for pursuing and following up the matters with the Kolkata Municipal Corporation and/or other concerned authorities.
- 11.11 That to assign or transfer of the Developer's Allocation of the premises to its ultimate assigns/nominees/transferees/allottees, the Owners shall empower and authorize the Developer to sell/transfer/dispose of the said Developer's allocation and every part thereof particularly mentioned in the Third Schedule under any terms and/or at any price which the Developer deem fit and proper by virtue of these presents.
- 11.12 In the event of non-cooperation from the owners' end and/or the owners intend to cancel this agreement without any specific reason, the Developer shall be entitled to get refund of entire expenses incurred by the Developer from time to time along with interests at the rate of 18% per annum thereon together with adequate compensation as per law and equity which shall be ascertained by an expert valuer and such compensation shall be made clear

at once at the time of cancellation of this agreement, otherwise the agreement shall be valid and effective at all times.

ARTICLE – XII – OBLIGATION OF THE DEVELOPER

- 12.1. The Developer hereby agrees and covenants with the Owners that he will complete the construction and deliver the possession of the owners' allocation to the owners in the new building within **24 (twenty-four) months** from the date of taking vacant possession of said premises from Owners subject to force majeure and also without any prejudice to the other terms contained in these presents. If the Developer fails/neglects to deliver the possession of owners' allocation within the said stipulated time without any reasonable reason then he will have to pay Rs.10,000/- (Rupees Ten Thousand) only per month to the owners as damage until the possession of owners' allocation is handed over to them.
- 12.2. The Developer hereby agrees and covenants with the owners not to do any act deed or thing whereby the owners are prevented from enjoying transferring, assigning and/or disposing of any of the Owners' Allocation in the said new building.

ARTICLE – XIII – OWNERS' INDEMNITY

- 13.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy his allocated spaces/portions/areas without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or its part to be observed and performed.
- 13.2. The Owners hereby undertake to keep the Developer indemnified against all third party claims and action against the said property in respect of the title to the said land.
- 13.3. The Developer will bear the cost of temporary accommodations of owner nos. 1 to 4 until the possession of their allotted flats under owners' allocation is handed over to them.

ARTICLE – XIV – DEVELOPER'S INDEMNITY

- 14.1. The Developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building on the said land.
- 14.2. The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's Allocation with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect thereon and/or for dealing with the Developer's Allocation as well as the owners' share.

ARTICLE – XV – MISCELLANEOUS

- 15.1. It is understood that from time to time to facilitate the construction of the new building on the said land by the Developer various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein, and the owners hereby undertake to co-operate with the Developer and to do all such acts deeds matters and things as may be reasonably required to be done in the matter and the owners shall sign and execute sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owners and/or go against the spirit of these presents.
- 15.2. The Developer shall frame scheme for the management and administration of new building at the said premises and/or common parts thereof. The owners after getting their allocation hereby agree to abide by all the Rules and Regulations of such

Management/Association/Committee/Holding organization and hereby give their consent to abide by the same.

- 15.3. As and from the date of completion of the new building, the Developer and/or its transferees and the owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of all kinds of Taxes if payable in respect of their respective allocations.
- 15.4. That the new building to be constructed on the said premises shall be known by "SHIVAM APARTMENT" or any such name as be decided by the Developer.

ARTICLE – XVI - FORCE MAJEURE

- 16.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation/s is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- 16.2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion etc.

ARTICLE – XVII - JURISDICTION

17. In the event of any dispute, difference or question arises out of or in respect of this agreement or the subject matter thereof which may at any time arise between the parties hereto or any person claiming under them, shall be adjudicated by the competent Court of Law, having jurisdiction to entertain the same.

THE FIRST SCHEDULE ABOVE REFERRED TO (SAID PREMISES)

ALL THAT piece or parcel of a plot of bastu land containing by estimation an area of 03 Katha 06 Sq.ft. more or less lying and situated at Premises No. 2/1, Umakanta Sen Lane, Kolkata - 700030 having Assessee No. 110041800094 within P.S. Chitpur under the local limits of Kolkata Municipal Corporation in Ward No. 004 within the jurisdiction of A.D.S.R., Sealdah in the District of South 24-Parganas (Zone : Umakanta Sen Lane to Umakanta Sen Lane) **TOGETHERWITH** a more than 70 years old and dilapidated two storied building having total covered area of 1645 Sq.ft. more or less with Cemented floorings **TOGETHERWITH** all ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto and **Lift facility is not available in the said building and the said premises is** butted and bounded as that is to say :-

ON THE NORTH : By 2B, Umakanta Sen Lane

ON THE SOUTH : By Umakanta Sen Lane

ON THE EAST : By 3A, Umakanta Sen Lane

ON THE WEST : By private passage and beyond that 2A, Umakanta Sen Lane

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO (The Owners' Allocation)

ALL THAT piece or parcel of Owners' Allocation shall mean and include entire top floor of the new building along with undivided proportionate share of the land including undivided proportionate common rights and interests in all common service areas, amenities and facilities thereon and the said allocation will be allotted to the owners in following manner :-

- a) One Flat having 400 Sq.ft. covered area be the a little more or less on top floor (front side) will be jointly allotted to Sumita Bhattacharjee and Aritra Bhattacharjee.
- b) One Flat having 400 Sq.ft. covered area be the a little more or less on top floor (front side) will be jointly allotted to Pranati Bhattacharjee and Ardhendu Bhattacharjee.
- c) Balance area of top floor will be allotted to Debasish Biswas.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Developer's Allocation)

ALL THAT piece or parcel of a Developer's Allocation shall mean and include rest of the constructed area (save and except owners' allocation) of the new building along with undivided proportionate share of the land including undivided proportionate common rights and interests in all common service areas, amenities and facilities thereon which shall belong to the Developer and/or his nominee/s or assigns and/or transferee/s.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION OF THE BUILDING)

FOUNDATION : RCC Column & Footing foundation

SUPERSTRUCTURE : RCC framed structure with Cement Brick Works (CBW) in peripheral walls

All concrete works should be done with ULTRATECH/AMBUJA/LAFARGE cement or similar quality.

BRICK WORKS:-

- (i) 200mm (8") in peripheral walls using good quality brick with 1:6 cement sand mortar.
- (ii) 125mm (5") and or 80mm (3") in partition walls using good quality brick with 1:4 cement sand mortar.

All aforesaid brick works should be done with coarse sand and Ordinary Portland cement, 43 grade (KONARAK/ULTRATECH).

FLOORS:-

All living rooms, dining, kitchen, verandahs and balconies would be furnished with Vitrified Tiles (2x2) (Johnson/Kajaria etc.). Stairs and landing would be provided with marble/tiles.

TOILETS :-

- (a) Flooring would be furnished with Marble/Tiles (Antiskid) with 4" skirting.
- (b) Wall tiles dado with Ceramic Tiles upto 6' height from the top of skirting.
- (c) One commode along with its accessories like flush tank, hand shower etc. all complete. (Parryware/Eso/JJ)
- (d) S.S/C.P Shower, S.S/C.P Pillar Cock.
- (e) Concealed PVC water lines.
- (f) Partition wall of Toilet - 3" brick work.
- (g) PVC Doors.
- (h) White basin with S.S/C.P pillar cock in one bath room or any other place as per design/approval of Architect.

WATER STORAGE TANK & WATER LINE

- (a) Underground water reservoir would be made with RCC (M25 mix) along with admixture of suitable water proofing compound. One overhead water tank.
- (b) Water line will be of PVC materials.

DOORS AND WINDOWS:

- (a) All doors will be of good quality flush doors, fitted in wooden door frames.
- (b) Main door will be provided with one latch lock – wooden door.

- (c) Aluminum sliding window with M.S. grill.

SOIL PIPE

- (a) All soil pipes & its allied fittings from toilets will be of PVC and waste water line from toilets and kitchen will also be of PVC pipes.

PAINTING:

- (a) All flats will be coated with putty.
(b) Outside building will be painted with weathercoat.

VERANDAH / BALCONY:

- (a) 3' – 0" H.T. brick work or as per architect's design with Tiles flooring.

STAIRS:

- (a) Marble finished stairs and POP on Walls of staircase.

KITCHEN:

- (a) Blackstone polished platform – granite top
(b) 2' – 6" height porcelain/ceramic tiles above the platform.
(c) Stainless Steel Sink with SS/CP bib or pillar cock & other accessories.
(d) Shelves below the platform.

ELECTRICAL WORKS

- (a) All electrical cables would be of 'FINOLEX'/HAVELLS or of equivalent quality (ISI marked).
Wiring will be done in following manner :-

1. Main line – 4mm,
2. AC/Geyser/Refrigerator/Washing Machine/Chimney/Motor Pump – 2.5mm and
3. All other lines – 1mm/1.5mm

- (b) All switch (modular switches), plug base, fan regulator would be of Anchor or of equivalent quality (ISI marked)

- (c) Each flat would be provided with a reputed MCB.

ELECTRICAL POINTS

- (a) Bed Rooms : 2 light points, 1 fan point, 1 plug point and 1 AC point in anyone bedroom.
(b) Dining/Drawing : 2 light points, 1 fan point with regulator, 1 plug point for refrigerator, 1 cable point along with one TV point.
(c) Toilet/Bathrooms : 1 light point, 1 exhaust fan point and 1 Geyser points in anyone bathroom.
(d) Kitchen : 2 plug points, 2 plug points (15amp), 1 fan point & 1 light point
(e) Verandah/Balcony : 1 light point and 1 plug point for washing machine.
(f) Main Door : 1 calling bell point and 1 light point
(g) Stair / lobby : 1 light point in each floor
(h) Earthing : Building will be earthed properly.

- LIFT : One lift or elevator will be installed as per architect's design.

- EXTRA WORK** : Any extra work as desired by the Owners shall have to bear the cost in advance as per calculation.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Areas, Amenities and Facilities)

1. Entrance and Exits.
2. Boundary walls, gate and entrance, the staircase.
3. Drainage and sewerage line.

4. Electric wiring and other fittings (excluding those installed within the exclusive area of any flat/apartment and/or, exclusive to its use).
5. Staircase / landing, Lift, Lift well with machinery and equipment.
6. Entrance, lobby, ultimate roof, parapet wall, electric meter room / space.
7. Arrangement for water supply.
8. Water pump, underground water reservoir, overhead water tank, together with all the common plumbing installation for supply of water to the underground tank and delivery.
9. The pipes in vacant space / area around the floor of the building to be constructed.
10. Such other common parts, areas, equipment, installation, fittings, fixtures and open space in or about the land and building.

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

SIGNED SEALED AND DELIVERED
by the PARTIES at Kolkata in the
Presence of :-


1.



Sumit Bhattacharya.

Aritra Bhattacharya.

2.


10-4, Star Road
Kolkata-1

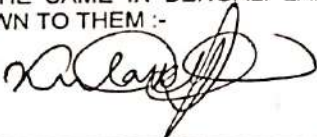
Pranati Bhattacharya

Aritra Bhattacharya (ARDHENDU BHATTACHARJEE)

Debasish Biswas

SIGNATURE OF THE OWNERS

DRAFTED BY ME AS PER INSTRUCTIONS
OF THE PARTIES HERETO AND READ
OVER AND EXPLAINED THE CONTENTS
OF THE SAME IN BENGALI LANGUAGE
KNOWN TO THEM :-



KUNTAL MUKHERJEE
ADVOCATE
HIGH COURT AT CALCUTTA
ERL. NO. WB/799/2011

SHIVAM CONSTRUCTION

Debasish Biswas

Proprietor

SIGNATURE OF THE DEVELOPER

PAGE NO.

SPECIMEN FORM FOR TEN FINGERPRINTS



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature Sumita Bhattacharjee.



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature Arima Bhattacharya.



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature Pranati Bhattacharjee

PAGE NO.

SPECIMEN FORM FOR TEN FINGERPRINTS



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Arjun Bhatia



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Debasish Biswas



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____

Major Information of the Deed

Deed No :	I-1904-14978/2024	Date of Registration	07/10/2024
Query No / Year	1904-2002648363/2024	Office where deed is registered	
Query Date	06/10/2024 10:44:34 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Kuntal Mukherjee High Court At Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830699424, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 70,00,000/-	Rs. 1,30,33,331/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :



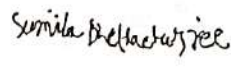





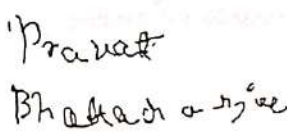
District: South 24-Parganas, P.S:- Chitpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Umakanta Sen Lane, Road Zone : (Umakanta Sen Lane – Umakanta Sen Lane) , , Premises No: 2/1, , Ward No: 004 Pin Code : 700030






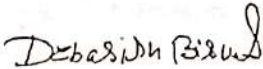
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 6 Sq Ft	60,00,000/-	1,20,33,331/-	Property is on Road ,Last Reference Deed No :1606-I -01182-1946
Grand Total :				4.9638Dec	60,00,000 /-	120,33,331 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1645 Sq Ft.	10,00,000/-	10,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 822.5 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 70 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 822.5 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 70 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1645 sq ft	10,00,000 /-	10,00,000 /-	

Land Lord Details :



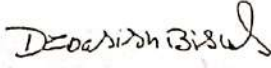


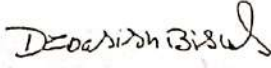


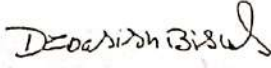
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs Sumita Bhattacharjee Wife of Late Sankar Bhattacharjee Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024	LT	07/10/2024	
	2/1, Umakanta Sen Lane, City:- Kolkata, P.O:- Ghughudanga, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700030 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: cxxxxxxx4d, Aadhaar No: 77xxxxxxx6606, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office			
2	Name Mr Aritra Bhattacharjee Son of Late Sankar Bhattacharjee Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024	LT	07/10/2024	
	2/1, Umakanta Sen Lane, City:- Kolkata, P.O:- Ghughudanga, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700030 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.:: auxxxxxx0r, Aadhaar No: 93xxxxxxx3387, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office			
3	Name Mrs Pranati Bhattacharjee Wife of Late Mohan Lal Bhattacharjee Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024	LT	07/10/2024	
	2/1, Umakanta Sen Lane, City:- Kolkata, P.O:- Ghughudanga, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700030 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: avxxxxxx1k, Aadhaar No: 40xxxxxxx1666, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office			

4	Name Mr Ardhendu Bhattacharjee Son of Late Mohan Lal Bhattacharjee Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office	Photo  07/10/2024	Finger Print  Captured LTI 07/10/2024	Signature  07/10/2024
2/1, Umakanta Sen Lane, City:- Kolkata, P.O:- Ghughudanga, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700030 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.:: alxxxxxx2q, Aadhaar No: 75xxxxxxxx5243, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				
5	Name Mr Debasish Biswas Son of Mr Chabi Biswas Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office	Photo  07/10/2024	Finger Print  Captured LTI 07/10/2024	Signature  07/10/2024
City:- Kolkata, P.O:- Belgachla, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700037 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.:: bixxxxxx3n, Aadhaar No: 60xxxxxxxx7053, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shivam Construction 2B, Khelat Babu Lane, City:- Kolkata, P.O:- Belgachla, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037 Date of Incorporation:XX-XX-1XX3 , PAN No.:: bixxxxxx3n, Aadhaar No: 60xxxxxxxx7053, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature				
1	<table border="1"> <tr> <td> Name Mr Debasish Biswas (Presentant) Son of Mr Chabi Biswas Date of Execution - 07/10/2024 , , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office </td> <td> Photo  Oct 7 2024 4:19PM </td> <td> Finger Print  Captured LTI 07/10/2024 </td> <td> Signature  07/10/2024 </td> </tr> </table>	Name Mr Debasish Biswas (Presentant) Son of Mr Chabi Biswas Date of Execution - 07/10/2024 , , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office	Photo  Oct 7 2024 4:19PM	Finger Print  Captured LTI 07/10/2024	Signature  07/10/2024
Name Mr Debasish Biswas (Presentant) Son of Mr Chabi Biswas Date of Execution - 07/10/2024 , , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office	Photo  Oct 7 2024 4:19PM	Finger Print  Captured LTI 07/10/2024	Signature  07/10/2024		

2B, Khelat Babu Lane, City:- Kolkata, P.O:- Belgachia, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3, PAN No.: bxxxxxx3n, Aadhaar No: 60xxxxxxx7053 Status : Representative, Representative of : Shivam Construction (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Mrityunjay Naskar Son of Mr Sambhu Naskar 7, Bidhan Pally, City:- Dum Dum, P.O:- Ghughudanga, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN:- 700030		 Captured	
	07/10/2024	07/10/2024	07/10/2024
Identifier Of Mrs Sumita Bhattacharjee, Mr Aritra Bhattacharjee, Mrs Pranati Bhattacharjee, Mr Ardhendu Bhattacharjee, Mr Debasish Biswas, Mr Debasish Biswas			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Sumita Bhattacharjee	Shivam Construction-0.359872 Dec
2	Mr Aritra Bhattacharjee	Shivam Construction-0.359872 Dec
3	Mrs Pranati Bhattacharjee	Shivam Construction-0.359872 Dec
4	Mr Ardhendu Bhattacharjee	Shivam Construction-0.359872 Dec
5	Mr Debasish Biswas	Shivam Construction-3.52426 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Sumita Bhattacharjee	Shivam Construction-119.26250000 Sq Ft
2	Mr Aritra Bhattacharjee	Shivam Construction-119.26250000 Sq Ft
3	Mrs Pranati Bhattacharjee	Shivam Construction-119.26250000 Sq Ft
4	Mr Ardhendu Bhattacharjee	Shivam Construction-119.26250000 Sq Ft
5	Mr Debasish Biswas	Shivam Construction-1167.95000000 Sq Ft

Endorsement For Deed Number : I - 190414978 / 2024

On 07-10-2024

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 13:20 hrs on 07-10-2024, at the Office of the A.R.A. - IV KOLKATA by Mr Debasish Biswas .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,30,33,331/-

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

Execution is admitted on 07/10/2024 by 1. Mrs Sumita Bhattacharjee, Wife of Late Sankar Bhattacharjee, 2/1, Umakanta Sen Lane, P.O: Ghughudanga, Thana: Chitpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession House wife, 2. Mr Aritra Bhattacharjee, Son of Late Sankar Bhattacharjee, 2/1, Umakanta Sen Lane, P.O: Ghughudanga, Thana: Chitpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Service, 3. Mrs Pranati Bhattacharjee, Wife of Late Mohan Lal Bhattacharjee, 2/1, Umakanta Sen Lane, P.O: Ghughudanga, Thana: Chitpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession House wife, 4. Mr Ardhendu Bhattacharjee, Son of Late Mohan Lal Bhattacharjee, 2/1, Umakanta Sen Lane, P.O: Ghughudanga, Thana: Chitpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Service, 5. Mr Debasish Biswas, Son of Mr Chabi Biswas, P.O: Belgachia, Thana: Chitpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession Business

Identified by Mr Mrityunjay Naskar, , Son of Mr Sambhu Naskar, 7, Bidhan Pally, P.O: Ghughudanga, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Others

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

Execution is admitted on 07-10-2024 by Mr Debasish Biswas, Proprietor, Shivam Construction (Sole Proprietorship), 2B, Khelat Babu Lane, City:- Kolkata, P.O:- Belgachia, P.S:-Tala, District:-South 24-Parganas, West Bengal, India, PIN:- 700037

Identified by Mr Mrityunjay Naskar, , Son of Mr Sambhu Naskar, 7, Bidhan Pally, P.O: Ghughudanga, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/10/2024 11:05AM with Govt. Ref. No: 192024250243427188 on 07-10-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 1011769961435 on 07-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 149070, Amount: Rs.100.00/-, Date of Purchase: 09/08/2024, Vendor name: S Chatterjee

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

Online on 07/10/2024 11:05AM with Govt. Ref. No: 192024250243427188 on 07-10-2024, Amount Rs: 19,920/-,

Bank: SBI EPay (SBIPay), Ref. No. 1011769961435 on 07-10-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2024, Page from 785294 to 785323
being No 190414978 for the year 2024.



Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.10.19 13:31:47 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 19/10/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.