

01/09/21, VC-3/24/21

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III
Alipore, South 24-parganas

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 12th day of November Two Thousand Twenty One
BETWEEN

arena Sen

27392

23 SEP 2021

DATE.....

SOLD TO..... S. PRANOYSHUBHRA Advocate

ADDRESS..... High Court, Calcutta

RS..... 100/-

A. S. CONSTRUCTION

arena Sen

Partner

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA. 700 004

23 SEP 2021

A. S. CONSTRUCTION

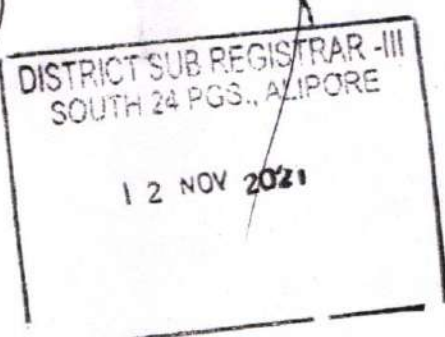
Shyamali Majumdar

Partner



8702

Schastashyay
(DHURJATI PRASAD CHATTOPADHYAY)



8703

Identified by me
Prasen kr. Sen
s/o Late Santosh kr. Sen.
B/45, New Raipura
Kolkata - 700 084
occu: Retired

DHURJATI PRASAD CHATTOPADHYAY (PAN-ABXPC4188M) (AADHAAR NO.939732400056), son of Late Manmohan Chattopadhyay, by occupation Retired Person, by Nationality Indian and residing at No.A/81, New Raipur Road, Post office-Garia, Police Station- Patuli, Kolkata 700084, hereinafter referred to as "the **OWNER/LAND OWNER**" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include his heirs executors administrators and legal representatives and/or assigns) of the **ONE PART AND**

A.S.CONSTRUCTION (PAN-AANFA8136C), a Partnership firm, having its registered Office at No.A/65, New Raipur, Post office-Garia, Police Station-Patuli, Kolkata-700084 and being represented by its Partners namely, (1) (Smt.) Aparna Sen (PAN-ATVPS5979E, Aadhaar No. 695778493700) wife of Sri Pradip Sen, by occupation-Business, residing at No.A/65, New Raipur, Post office-Garia, Police Station-Patuli, Kolkata 700084 and (2) (Smt.) Shyamali Majumder (PAN-AKZPM7038D, Aadhaar No.403681570258) wife of Sri Samir Majumder, by occupation- Business, residing at No.A/66, New Raipur, Post office-Garia, Police Station- Patuli, Kolkata 700084, both by Nationality-Indian, hereinafter referred to as the **"DEVELOPER"** (which expression shall mean and include its successors-in-interest and/or assigns and also include its partners for the time being and their respective heirs legal representatives executors administrators and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. The Land Owner herein is seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner of **All That** the piece or parcel of land containing an area of 3 (three) Cottahs 2 (Two) Chittacks more or less Together with structure standing thereon, situate lying at Dag No.713 recorded in Khatian No.105, in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station-Patuli (formerly Jadavpur) in the District of South 24-Parganas and comprised in Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Kolkata 700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder and hereinafter referred to as "the **said PREMISES**". Devolution of title of the Land Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- B. The Owner herein, have agreed to and with a view to develop the said Premises by constructing a new building thereon and have approached the Developer and the Developer have also agreed to the same and have consented to the said development of the said Premises.
- C. **REPRESENTATION BY THE OWNER:** The Owner has represented before and assured the Developer, inter alia, as follows:
 - i) The Owner is the full and absolute owner of the said premises free from all encumbrances and liabilities whatsoever;
 - ii) The said premises and every part thereof is free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments acquisition requisition alignment claims demands and

liabilities of whatsoever or howsoever nature and the Owner is in 'khas' and absolute possession of the said premises.

- iii) Save and except the Owner no person have or can claim any right title interest or share whatsoever or howsoever in the said premises or any part thereof;
- iv) There is no suit or proceeding pending against the Owner regarding the title of the Owner to the said premises or any part thereof or otherwise relating to the said premises or any part thereof;
- v) The Owner do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and further the Owner have not filed any statement under Section 6(1) of the said Act of 1976.
- vi) No amount or outgoing or liability (including municipal rates and taxes, Urban Land Tax, Water Tax etc.) is due and payable and/or outstanding to any person or authority in respect of the said premises or any part thereof.
- vii) The Owner have never executed any development agreement or agreement for Sale or otherwise transfer of the said premises or any part thereof nor executed any Power of Attorney or any other document concerning the said premises or any part thereof in favour of any person nor have otherwise dealt with the said premises or any part thereof or accepted any earnest money or consideration there against from any other person;
- viii) That there is no difficulty in the Owner complying with the terms and conditions hereunder agreed to be observed fulfilled and performed by them.

D. The Owner being desirous of developing and exploiting commercially the said Premises by constructing New Building thereon, approached the said Developer to develop the same for mutual benefit and relying on the aforesaid representations and/or assurances made and/or contained on the part of the Owner and believing the same to be true and correct and acting on faith thereof, the Developer have agreed to so develop and exploit commercially the said Premises on the terms and conditions hereinafter contained.

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

1. In this Agreement unless there be something contrary or repugnant to the subject or context:
 - a) **PREMISES** shall mean the Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Police Station-Patuli (formerly under Jadavpur), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, morefully and particularly described in the **FIRST SCHEDULE** hereunder written;
 - b) **OWNER** shall presently mean Sri Dhurjati Prasad Chattopadhyay only.

- c) **BUILDING** shall mean the new building subject to the plan being sanctioned by the Kolkata Municipal Corporation and to be constructed by the Developer at the premises.
- d) **UNIT PURCHASERS/HOLDERS** shall mean all persons who purchase or agree to purchase and be in possession of the Units in the building with or without car parking spaces (including the Developer if they retain any one or more Units out of their allocation hereunder for their own use).
- e) **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include the pathways, passages, stairways, landings, underground water reservoir, overhead water tank, water pump with motor, electrical, plumbing and other installations and facilities (including the lift and the roof of the building) in or for the building for being used in common by the Unit Holders morefully and particularly described in the **FIFTH SCHEDULE** hereunder written.
- f) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep security and administration of the building and other common purposes and rendition of services in common to the Unit Purchasers/Holders;
- g) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining upkeeping administering and security of the building and in particular the common areas installations and facilities, rendition of common services in common to the Unit Purchasers/Holders, collection and disbursement of common expenses and dealing with all matters of common interest of the Unit Purchasers/Holders;
- h) **PLAN** shall mean the plans drawings and specifications of the building as be caused to be prepared by the Developer from the Engineer/Architect and sanctioned by the Kolkata Municipal Corporation.
- i) **OWNERS' ALLOCATION/AREA** shall mean divided and demarcated the 50 (fifty) % covered space/area to comprise in and being the entire 1st (first) floor and the Gross Sale proceeds from the sale of the 3rd (third) (top) floor, being his 50% undivided share therein, out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50 (fifty) % of the Car Parking Space in the ground floor of the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land underneath the said constructed area and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto, to belong exclusively and absolutely to the Owner, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.
- j) **DEVELOPER'S ALLOCATION/AREA** shall mean the remaining divided and demarcated 50(fifty)% covered saleable space/area to comprise and

being entire 2nd (second) floor and 50% undivided share of the 3rd (third) (top) floor, out of the total sanctioned constructed area and also to comprise in the 50% of the Car Parking Space in the ground floor of the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer, morefully and particularly described in the **THIRD SCHEDULE** hereunder written.

- k) **UNITS** shall mean all the residential apartments and other constructed areas in the Building capable of being held occupied and used as exclusive and independent residential flat / apartment.
 - l) **PARKING SPACE** shall mean the spaces in the ground floor of the Building capable of being parked therein or thereat motor cars and two wheelers.
 - m) **ADVOCATE** shall mean Mr. S.Pranoysubhra, Advocate, High Court, Calcutta
2. The Owner doth hereby permit and grant exclusive right to the Developer (a) to build upon and exploit commercially the said Premises described in the **FIRST SCHEDULE** hereunder written by constructing a New Buildings thereon and (b) to sell or otherwise transfer or dispose of the Developer's Allocation to the person or persons desirous of owning or otherwise acquiring the same, for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
 - 2.1. The right granted to the Developer to develop the said premises shall not be revoked by the Owner so long the Developer fulfils its obligations hereunder complies with the terms and conditions and also the covenants as mentioned hereunder.
 3. The Owner hereby and records that the said Owner have permitted and granted exclusive right to the Developer to amalgamate the said Premises, with adjacent Premises for the purpose of development herein envisaged, the Developer shall cause the lands comprised in the said Premises, and such adjacent Premises to be amalgamated prior to the Development work or the Developer shall have the liberty to develop the same as separate Premises, the decision for such Development will be the sole discretion of the Developer.
 4. Within 15 days from the date of sanctioning of the plan by the Kolkata Municipal Corporation and Owner's convenient date, whichever is later, the Owner shall deliver complete vacant peaceful possession of the entirety of the said Premises to the Developer to carry on the work of construction at the said Premises. Time in this regard shall be of essence to the contract.
 5. The Owner declares that the entirety of the said Premises is in "Khas" physical possession of the Owner.
 6. After the parties complying with their obligations those contained hereunder or earlier at the sole discretion of the Developer, the Developer shall cause the

plan to be sanctioned for construction of the Building from the Kolkata Municipal Corporation.

- 6.1 While causing to be prepared the plan for construction of the Building, the Developer shall make all best possible efforts to avail of/utilise the maximum permissible FAR available on the said Premises for residential building.
- 6.2 All fees of the Engineers for the entire project (including for preparation of plan and drawings) and all fees costs and charges payable to the Kolkata Municipal Corporation for sanction of plan for the Building shall be borne and paid by the Developer.
- 6.3 For the purposes connected with the preparation, submission and sanctioning of the plans, the Owner shall render all co-operation and assistance to the Developer in getting the said Premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents powers and authorities and produce the title deeds and other papers and documents relating to the said Premises as may from time to time be required of by the Developer and/or the Engineers.
7. Upon delivery of complete peaceful vacant possession of the entirety of the said Premises to the Developer, the Developer shall demolish all existing buildings and structures, if any at the said Premises and appropriate with the Developer the net sale proceeds realised out of the sale of the salvage and/or debris thereof.
8. The Developer shall at its own costs and expenses construct the Building at the said Premises in accordance with the plan as be sanctioned by the Kolkata Municipal Corporation.
- 8.1 The Developer shall construct the new Buildings in good substantial and workman like manner and use new and First Class quality of materials. The quality of materials shall be such as may from time to time be recommended by the Engineers and such recommendation of the Engineers shall be acceptable to the parties hereto. The specifications of construction of the Building and the fittings fixtures facilities and amenities to be provided therein shall be such as are mentioned in the **FOURTH SCHEDULE** hereunder written.
- 8.2 The Developer shall apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the Building at its own costs and expenses either in the name of the Developer and/or the Owner.
- 8.3 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building and obtaining inputs, utilities and facilities therein as stated in clause 8.2 hereinabove and the Owner agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- 8.4 The Owner agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed Building at the said Premises by the Developer and not to do any act deed or thing whereby the

rights of the Developer hereunder may be affected or the Developer are prevented from making or proceeding with the construction of the Building or selling or otherwise transferring the Developer's Allocation.

- 8.5 For the purpose of construction of the Building, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Such employees shall be the employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 8.6 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed Building and shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of new buildings.
9. The Developer while making construction of the Building shall ensure that there is no deviation from the Building Sanction Plan save those which are sanctionable.
10. In the proposed building to be constructed by the Developer at the said Premises:
 - a) The Land Owner shall be allocated/entitled to divided and demarcated the 50 (fifty) % covered space/area to comprise in and being entire 1st (first) floor and the Gross Sale proceeds from the sale of the 3rd (third) (top) floor, being his 50% undivided share therein, out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50% of the Car Parking Space in the ground floor of the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land underneath the said constructed area and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto, to belong exclusively and absolutely to the Owner, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.
 - b) The Developer shall be allocated/entitled to the remaining divided and demarcated 50 (fifty) % covered sealable space/area to comprise in and being entire 2nd (second) floor and 50% undivided share of the 3rd (third) (top) floor, out of the total sanctioned constructed area to and also to comprise in 50% of the Car Parking Space in the ground floor of the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer, morefully and particularly described in the **THIRD SCHEDULE** hereunder written.
 - c) The Developer shall be allocated/entitled to all the other Units to be constructed at the said Premises being all the remaining constructed

area not allocated to any of the Owner in the said Premises and/or in the said building **TOGETHER WITH** proportionate indivisible undivided share in the land comprised in the said Premises and also in the common areas installations and facilities attributable to the Developer's Allocation **TOGETHER AND WITH** the right to park motor cars in the ground floor of the Building that could be parked in the ground floor of the Building, to belong exclusively and absolutely to the Developer.

- 10.1 All the units in the Building so ultimately allocated/demarcated for the Owner (hereinafter referred to as "the **Owner's Allocation**") and the same shall absolutely belong to the Owner with liberty to deal with the same **TOGETHER WITH** proportionate indivisible undivided share in the land comprised in the said Premises and common rights in the roof top of the buildings as also in the common areas installations and facilities as and being properties appurtenant thereto in such manner and on such terms and conditions as the Owner may deem fit and proper and independent of and to the exclusion of the Developer **AND** similarly all those units/car parking spaces etc., in the Building so ultimately allocated/ demarcated for the Developer are jointly hereinafter referred to as "the **Developer's Allocation**" and the same shall belong absolutely to the Developer with liberty to deal with the same **TOGETHER WITH** undivided share in the land comprised in the said Premises and common rights in the roof top of the buildings as also in the common areas installations and facilities as and being properties appurtenant thereto in such manner and on such terms and conditions as the Developer may deem fit and proper and not independent of and not to the exclusion of the Owner.
11. In consideration of the Developer constructing the said building (which includes, inter alia, the Owner's Allocation) and agreeing to construct and make fully fit for use and occupation after obtaining completion certificate (not obliged) in terms hereof and deliver peaceful possession of the Owner's Allocation to the Owner as stated herein without claiming any cost of construction therefor and simultaneously thereafter the Developer shall have the exclusive right to hold own use posses enjoy sell transfer deal with and dispose and shall handover the possession out the Developer's Allocation to the intended Purchaser's of the Developer's Allocation together with undivided share in the common areas installations and facilities as also in the land comprised in the said Premises attributable thereto and realise and appropriate the sale proceeds thereof in terms hereof.
12. The Developer shall be at its sole discretion and liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for sale or otherwise transfer of units, car parking spaces and other constructed areas constituting and comprising in the Developer's Allocation and belonging to the Developer together with or independent of or independently the land comprised in the said Premises attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper (but not inconsistent with the terms and conditions herein contained as regards the user and maintenance of the building) and realise and appropriate the sale proceeds and other amounts receivable therefor and the Owner shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and shall have no concern therewith. The Owner will similarly also enjoy and have the privilege of the same rights liberties and facilities with regard to the Owner's Allocation and the Developer shall not raise any dispute or objection to the

acts, deeds and things done to the interest and benefit of the Owner with regard thereto and shall have no concern therewith.

- 12.1 It is clarified that all amounts receivable under such agreements for sale or other documents of transfer by the Developer for sale of land comprised in the said Premises as be appurtenant to the Developer's Allocation and the units, car parking spaces and other constructed areas comprised in the Developer's Allocation shall be to the account of and shall be received by the Developer exclusively and the Owner shall have no concern therewith and similarly the consideration receivable for sale of the Owner's Allocation under agreements for sale or other documents of transfer entered into by the Owner with the prospective buyers thereof shall be to the account of and shall be received by the Owner exclusively and the Developer shall have no concern therewith.
- 12.2. It is further clarified that the Owner and/or his nominees or assignees and the Developer and/or their nominees or assignees shall be liable for payment of stamp duty legal charges registration charges etc., for all transfers as be effected by them respectively in respect of their respective allocations and shall indemnify and keep the other saved harmless and indemnified in respect thereof.
13. The Owner will, as and when required by and at the request of the Developer but only after construction of the Owner's Allocation in all respects and the same being fit for use and occupation as per completion certificate of the Kolkata Municipal Corporation and after the expiry of 15 days of notice being served by the Developer to the Owner offering the Owner to take possession of the Owner's Allocation, execute and register one or more sale deed or deeds or other documents of transfer for sale of such proportionate undivided share in the land comprised in the said Premises as be attributable to the Developer's Allocation in favour of the Developer or through the Power of Attorney executed by the said Owner on behalf of the said Developer or their Partners and/or its nominee or nominees in such share or shares as the Developer may require or nominate from time to time without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer. Be it clarified that such notice shall not under any circumstances be deemed to be taken as handing over of the Owner's allocation in the building upon receipt of such notice the Owner shall verify the measurement of such flats and shall also satisfy himself about the quality of construction including the fixtures and the fittings provided therein as per the specifications mentioned in the **Fourth Schedule** and shall also be entitled to get copies of relevant sanction of electricity, lift, water, drainage and sewage from the competent authority, and accordingly the Owner confirms and assures that they shall not raise any further objection thereto.
- 13.1 All costs of construction of the Owner's Allocation shall be borne and paid by the Developer exclusively and the same shall be and be deemed to be the price/cost of the proportionate undivided indivisible share in the land comprised in the said Premises attributable to the Developer's Allocation and all benefits and rights agreed to be granted by the Owner to the Developer. The Owner shall not be liable to contribute or pay any amount in respect of such construction.
14. The Owner declares that they have not executed any agreement in favour of any person and they are in khas possession of the said Premises and they have

not encumbered the said Premises in any manner. In case the said Premises be affected by any encumbrance or any person or persons makes any claim on the said Premises, then the Owner shall have the same cleared at his own costs and expenses and indemnify the Developer of from and against all losses damages costs claims and demands as may be suffered by the Developer as consequence thereof. Further, the Developer shall also be entitled, but not obliged, to have such encumbrances cleared and claims satisfied at the costs and expenses of the Owner, which costs and expenses shall be forthwith reimbursed by the Owner to the Developer.

15. In case any of the unit purchasers/holders and/or other persons commits any default or breach of his/her/their agreement for acquiring the built up space comprised in the Developer's Allocation then in that event the Developer shall be at liberty to terminate such agreement for and on behalf of itself and/or the Owner and to deal with the space and rights of such defaulting purchaser in such manner as the Developer may deem fit and proper. All losses and incomes accruing in respect thereof shall be for and to the account of the Developer. The built up space constructed for and on behalf of such defaulting purchaser/unit holder shall be and be deemed to be the said Premises of the Developer and which shall be dealt with by the Developer in such manner as the Developer may deem fit and proper and the Owner shall have no concern therewith and the Developer shall keep the Owner saved harmless and indemnified against in respect of all losses and liabilities arising out of the aforesaid.
16. The Owner hereby agree and covenant with the Developer as follows:-
 - (a) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the said Premises by the Developer and/or its agents but the Owner shall have every right to inspect the quality of material used or workmanship of the Developer during the time of construction.
 - (b) To be responsible for payment of all taxes and liabilities on the said Premises upto the date hereof and subsequently thereafter the Developer shall be liable for the same till handing over of the possession.
 - (c) To bear and pay the municipal and all other rates taxes and other dues and outgoings in respect of the said Premises (including electricity etc.) accruing due till the date hereof and those accruing due for the period thereafter till the Developer offering the Owner to use and enjoy the Owner's Allocation after constructing and completing the same shall be borne and paid by the Developer and those accruing due for the period thereafter, the parties hereto respectively shall be liable to pay the same in respect of their respective Allocations.
 - (d) To render necessary co-operation and assistance to the Developer for obtaining all permissions clearances and certificates if so required and found necessary for effectuating and completing the sale and transfer of proportionate undivided share in the land comprised in the said Premises attributable to the Developer's Allocation within 60 days of receiving a notice to that effect from the Developer.
 - (e) To render necessary co-operation and assistance to the Developer in construction and completion of the proposed buildings.
 - (f) Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof.

- (g) Not to let out, grant, lease, mortgage, charge or otherwise encumber the said Premises or any part thereof as from the date hereof but nothing contained herein shall prevent the Owner to deal with and dispose of the Owner's Allocation.
17. The Owner shall simultaneously with the execution hereof deliver all originals of documents of title relating to the said Premises, which shall remain in custody of the Developer and the Developer doth hereby covenant with the Owner that they shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and costs of the other produce or cause to be produced to the Owner or agents or as they may direct at any trial hearing commission examination or otherwise as occasion shall arise such documents of title and shall also allow to take copies or extracts or abstracts therefrom and shall and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
18. The Developer shall construct complete and make habitable the project in all respects and as per the specifications specified in the **FOURTH SCHEDULE** hereunder written and deliver possession of the Owner's Allocation within 24 months from the date of sanction or the Owner delivering peaceful vacant possession of the said Premises to the Developer, whichever is later, with a grace period of six months.
- 18.1 The Developer shall be at the liberty to deliver physical possession of any of the units or spaces allocated for the Developer for use of the intending purchasers thereof after handing possession of the entire first Floor out of the Owner's Allocation, however it has been agreed between the parties hereto that Developer shall sell the 3rd (third) floor flat, for which the Developer shall pay a sum Rs.20,00,000/= to the Land Owner out of the Gross Sale Proceed from sale of the 3rd (third) floor flat, out of which a sum of Rs.10,00,000/= is being paid at the time of execution of this agreement (the receipt whereof the Owner admits and acknowledges) and balance sum of Rs.10,00,000/=, will be paid at the time of delivery of possession of the Owner's Allocation and the Owner shall not raise any objection with regard thereto and shall not demand possession of the said 3rd (third) floor flat nor any further amount from the Gross Sale Proceeds for the same.
19. For the purpose of maintenance, management, upkeep, protection and administration of the building and the said Premises and rendition of the services in common to the Unit Purchasers/Holders of the said building and doing all other acts deeds and things for the common expenses and common purposes, the parties hereto shall form or cause to be formed an Association or Society or Syndicate of the Unit Purchasers/Holders.
20. The new building to be constructed by the Developer at the said Premises shall bear such name as shall be decided by the Developer.
21. The Developer shall be entitled to obtain loans, project loans etc., from any Bank, Financial Institution etc., for development of the said Premises on security or charge or mortgage of the Developer's Allocation and/or the said Premises. However, all the liabilities of refund of such loan shall be that of the Developer only and the Owner shall not be made liable therefor in any manner.

22. All agreements, sale deeds and other documents for sale or otherwise transfer of the respective allocations of the parties hereto shall be prepared by the Advocate of the Developer and such documents will have to confer to the terms and conditions contained in this agreement.
23. As and when desired by the Developer, the Owner shall grant to the Developer and/or nominees power of attorney, for the following purposes:
- i) To apply for and obtain all necessary permissions and sanctions from different authorities in connection with the construction and completion of the Building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authority or authorities in that regard.
 - ii) To apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage, gas, lifts in the Building and other common areas and facilities required for construction and use and enjoyment of the Building.
 - iii) To sell or otherwise transfer the Developer's Allocation and for that to sign execute and register all agreements, sale deeds and all other documents of transfer.
 - iv) To have the units comprised in the Developer's Allocation as well as in the Owners' Allocation separately assessed by the Kolkata Municipal Corporation.
 - v) To commence prosecute enforce defend answer and/or oppose all legal proceedings in connection with the powers and authorities abovestated and for effectuating and implementing these presents.
- 23.1 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this agreement.
- 23.2 The said power or powers of attorney shall form a part of this agreement as long as the Developer fulfils its obligations hereunder contained.
24. It is understood that to facilitate the construction of new Buildings by the Developer and for obtaining necessary connections and utilities therein or therefor, 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 Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to help the said Developer do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute 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 the rights of the Owner.
25. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure. **FORCE MAJEURE**

shall mean flood, pandemic, earthquake, riot, war, storm, tempest, civil commotion, air raid or any other Act of God or any order of the Government or statutory body or Court affecting the public in general, thereby restraining or temporarily suspending the sanctioning of plans or construction of buildings in the locality in which the said building is intended to be constructed. It is made clear that any interference obstruction by any local people/club and/or political party shall also be considered as Force Majeure and shall be dealt with by the Owner.

26. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder..
27. The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be deemed to be construed as partnership between the Developer and the Owner or as joint venture between them in any manner nor shall be deemed to constitute an Association of Persons.
28. Be it noted that by this Development Agreement and the Development Power of Attorney, to be executed in pursuance to this Development Agreement, the Developer shall only be entitled to receive consideration money by executing Agreement for Sale/Deed of Conveyance for transfer of the Developer's Allocation as per the provisions laid down in this Development Agreement as a Developer without getting any ownership of any part of the said Premises mentioned in the First Schedule hereinbelow, further this Development Agreement and the Development Power of Attorney, to be executed in pursuance to this Development Agreement, shall never be treated as Agreement for Sale/Deed of Conveyance for transfer of Property between the Land Owner and the Developer in anyway. This clause shall have overriding effect to anything written in this agreement in contrary to this Clause.
29. **ARBITRATION:**
 - (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the Owner and the Developer arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - (b) **Arbitral Tribunal:** The arbitral tribunal shall be composed of Arbitrator, to be appointed by the Developer.
 - (c) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
 - (d) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
 - (e) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall be entitled (but not obliged) to enforce the award. The Parties further

agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

- (f) **Summary Proceedings and Interim Awards:** The Arbitrator shall have the right to proceed summarily and to make interim awards

30. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if delivered by hand or sent by prepaid registered post with acknowledgement due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)

ALL THAT the piece or parcel of land containing an area of 3 (three) Cottahs 2 (Two) Chittacks more or less Together with structure standing thereon, containing an area of 200 Square feet more or less, situate lying at Dag No.713 recorded in Khatian No.105, in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station-Patuli (formerly Jadavpur) under Registration Office Sub-Registrar, Alipore in the District of South 24-Parganas and comprised in Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Kolkata 700084, within the limits of the Kolkata Municipal Corporation, Ward No.101 and butted and bounded as follows:

On the North	:	by KMC Road;
On the South	:	by Dipanwita Chattopadhyay's Land;
On the East	:	by portion of Dag No.714 (P); and
On the West	:	partly by house of Sri A. Sengupta and partly by Dag No.713.

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:
(OWNER'S ALLOCATION)

ALL THAT the 50 (fifty) % covered space/area to comprise in and being entire 1st (first) floor and the Gross Sale proceeds from the sale of the 3rd (third) (top) floor, being his 50% undivided share therein, out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50% of the Car Parking Space in the ground floor of the newly constructed building as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land underneath the said constructed area and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto.

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

ALL THAT the remaining 50 (fifty) % covered saleable space/area to comprise in and being entire 2nd (second) floor and 50% undivided share of the 3rd (third) (top) floor, out of the sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50% of the Car Parking Space in the ground

floor of the newly constructed building as per sanction plan of the Kolkata Municipal Corporation and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications of construction)

1. **Structure** – R.C.C. framed structure,
2. **Brick work** - Brick work with 1st class bricks in cement mortar 1:6 for 200/125/75 mm thick wall and 1:4 thick brick wall.
3. **Plaster** – 13mm thick inside plaster in cement mortar 1:6 (for 0' wall) 13mm thick inside plaster in cement mortar 1:5 (for 3" wall), 6.5 mm thick ceiling plaster in cement mortar 1:4, 24 mm thick outside plaster in cement mortar 1:5
4. **Flooring**- Skirting- All habitant rooms and verandah (Balcony and drawing cum dining wall be laid with Vitrified Tiles and skirting upto 5" height, including the kitchen and toilets.
5. **Doors and Frames** – All door frames will be made of Sal wood and the shutter of main entrance door will be made of standard quality Commercial Flush board, with a provision of door Hatch Bolt, other door shutters may be 33 mm flush board with one coat of primer and toilet will be PVC all other fittings (tower bolts) Hasp bolt, door stoppers inside etc. will be of Stainless steel instead of Aluminium, one magic eye in front door.
6. **Grill and Railing**- All window and verandah (Balcony) will be furnished with proper grill and railing as per Engineer's approved designs with synthetic enamel paint.
7. **Kitchen/Pantry** – Green marble slab will be laid on kitchen table top and glazed tiles will also be provided upto 3 feet above the table top.
8. **Toilets**- All toilets including W.C. will be provided with Western type commodes, PVC cistern, stainless steel shower and bib cock,. Glazed tiles will be provided on all four sides of the toilet and W.C.s upto 5' ft. height. There will be a provision for 1 wash basin.
9. **Plumbing & Sanitary**- One septic tank, semi underground water reservoir and overhead reservoir with proper pipe lines will be provided. All pipe lines in toilet and kitchen will be exposed with P.V.C. pipes.
10. **Electricity**-
 - i. Total concealed wiring for all the flats, provided with copper wiring
 - ii. Sufficient conducting and wiring for Exhaust Fans and other electrical gazettes.
 - iii. Rising Main with Top of Boxes shall be provided in each flat.
 - iv. Telephone point and Cable Point and wiring in each floor

- v. Electrical switches of good quality for one fan, two light and one plug point in the Bedrooms and one A.C point at any one bedroom of his choice, and two fan, two light and Two plug point and also one TV plug point and Refrigerator/washing machine point at the Dining-Cum-Drawing space.
- vi. Exhaust Fan point, Micro oven/Mixer point, one light and one 15 Amp plug point at the Kitchen
- vii. Geyser point (in any one toilet), Exhaust Fan point and one light at the toilets.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Area, Installations and Facilities)

1. Stair case on all the floor of the said building.
2. Stair case landing on all the floors of the said building.
3. Common passage including main entrance on the floor landing from the ground floor and to the roof of the building.
4. Water pump with motor, under ground reservoir, overhead tank and KMC water supply.
5. Electric service line electric main line/wiring electric meter for a pump installed in the building and in the meter room and meter, electric lines with switches etc. in the common area.
6. Such other common parts, areas, equipments installation, fixtures, fittings and spares in or about the said building as are necessary and such other things and materials to be used commonly.
7. Drainage and sewerage system.
8. Boundary walls and main gate.
9. Ultimate Roof
10. Lifts alongwith lift shaft and Lift machine rooms.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A1. By a Saaf Kobala dated 8th May 1959 made between Central Land and Building Society Limited therein referred to as the Vendor, Sreemati Renuka Chatterjee therein referred to as the Purchaser and Sree Santimoy Chatterjee therein referred to as the Confirming Party and registered with the Sub-Registrar, Alipore Sadar, 24 Parganas, in Book No.I Volume No.92 Pages 1 to 7 Being No.4533 for the year 1959, the said Central Land and Building Society Limited and Sree Santimoy Chatterjee for the consideration therein mentioned did thereby grant sell convey transfer assign confirm and assure their respective right title interest unto and to the said Sreemati Renuka Chatterjee **ALL THAT** the piece or parcel of land containing an area of (ii) 9 (Nine) Satak more or less

situate lying at Dag No.713 and (ii) 1 (One) Satak more or less situate lying at Dag No.720, both recorded in Khatian No.105 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi No.246, 1516-1518, R.S No.17, under the then Police Station-Tollygunge (thereafter Jadavpur now Patuli), under Registration Office Sub-Registrar, Alipore in the then District of 24-Parganas (now South 24-Parganas), absolutely and forever.

- A2. In the events aforesaid, the said Sreemati Renuka Chatterjee became the sole and absolute owner of **ALL THAT** the piece or parcel of land containing an area of (ii) 9 (Nine) Satak more or less situate lying at Dag No.713 and (ii) 1 (One) Satak more or less situate lying at Dag No.720, both recorded in Khatian No.105 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under the then Police Station- Tollygunge (thereafter Jadavpur now Patuli), under Registration Office Sub-Registrar, Alipore in the then District of 24-Parganas (now South 24-Parganas), and got her name mutated in the records of the then Bademasar Gram Panchayat thereafter in Jadavpur Municipality and the then Calcutta Municipal Corporation as Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Calcutta 700084.
- A3. After purchase of the aforesaid land, the said Sreemati Renuka Chatterjee constructed a two storied building on the said Land in the year 1979.
- A4. The said Smt. Renuka Chatterjee (Chattopadhyay) Alias Renuka Chattopadhyay, a Hindu during her life time and also at the time of her death and governed by the Dayabhaga School of Hindu Law died on or about 16th January 2013 after making and publishing his Last Will and Testament dated 18th December 1998 and registered with the Additional Registrar of Assurances-III, Calcutta, in Book No.III Volume No.5 Pages 207 to 213 Being No.640 for the year 1998, whereby and where-under and appointed Sri Dhurjati Prasad Chattopadhyay as Sole Executor of her said Last Will and Testament and gave devised and bequeathed inter alia the aforesaid land with two Storied Building standing thereon to the Land Owner herein namely, Sri Dhurjati Prasad Chattopadhyay.
- A5. The Sole Executor named in the said Last Will and Testament of Smt. Renuka Chatterjee (Chattopadhyay) Alias Renuka Chattopadhyay, since deceased, applied before the Court of Learned District Delegate at Alipore, Learned 1st Civil Judge, Senior Division, Alipore for grant of probate in Act 39 Case No.405 of 2014 (Probate), when the said Will was proved and Probate in respect thereof was granted by the Court of Learned District Delegate, Alipore, Learned 1st Civil Judge, Senior Division, Alipore to the said Sole Executor, Sri Dhurjati Prasad Chattopadhyay on 25th January 2019.
- A6. In the events aforesaid, Sri Dhurjati Prasad Chattopadhyay became the sole and absolute owner of **All That** the piece or parcel of land containing an area of (i) 9 (Nine) Satak more or less situate lying at Dag No.713 and (ii) 1 (One) Satak more or less situate lying at Dag No.720, both aggregating to an area of 10 (Ten) Satak equivalent to 6 (Six) Cottahs 36 (Thirty Six) Square feet (which was physically found to be 5 (five) Cottahs 2 (Two) Chittacks 14(fourteen) Square feet in Dag No.713 and 9(Nine) Chittacks 31 (Thirty One) Square feet in Dag No.720, both aggregating to an area of 5 (five) Cottahs 12 (Twelve) Chittacks) more or less, both recorded in Khatian No.105 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under

Police Station- Patuli (formerly Jadavpur) under Registration Office Sub-Registrar, Alipore in the District of South 24-Parganas Together with two Storied Building standing thereon, containing an area of 1200 Square feet more or less and comprised in Premises No.191, New Raipur (postal address being No. A/81, New Raipur Road), Kolkata 700084, hereinafter referred to as "the said **MOTHER'S PROPERTY**".

- B1. By a Saaf Kobala (in Bengali) dated 30th November 1963 made between Mukul Kumar Mukherjee therein referred to as the Vendor and Manmohan Chattopadhyay therein referred to as the Purchaser and registered with the Sub-Registrar, Alipore Sadar, 24 Parganas, in Book No.I Volume No.176 Pages 130 to 133 Being No.9344 for the year 1963, the said Mukul Kumar Mukherjee for the consideration therein mentioned did thereby grant sell convey transfer assign confirm and assure his right title interest unto and to the said Manmohan Chattopadhyay **ALL THAT** the piece or parcel of land containing an area of 14 Chittacks more or less situate lying at Dag No.714 recorded in Khatian No.93 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi No.246, 1516-1518, R.S No.17, under the then Police Station- Tollygunge (thereafter Jadavpur now Patuli), under Registration Office Sub-Registrar, Alipore in the then District of 24-Parganas (now South 24-Parganas), absolutely and forever.
- B2. In the events aforesaid, the said Manmohan Chattopadhyay became the sole and absolute owner of **ALL THAT** the piece or parcel of land containing an area of 14 Chittacks more or less situate lying at Dag No.714 recorded in Khatian No.93 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under the then Police Station- Tollygunge (thereafter Jadavpur now Patuli), under Registration Office Sub-Registrar, Alipore in the then District of 24-Parganas (now South 24-Parganas).
- B3. The said Manmohan Chattopadhyay, a Hindu during his life time and also at the time of his death and governed by the Dayabhaga School of Hindu Law died on or about 4th March 2005 after making and publishing his Last Will and Testament dated 18th December 1998 and registered with the Additional Registrar of Assurances-III, Calcutta, in Book No.III Volume No.5 Pages 201 to 206 Being No.639 for the year 1998, whereby and where-under and appointed Sri Dhurjati Prasad Chattopadhyay as Sole Executor of his said Last Will and Testament and gave devised and bequeathed inter alia the aforesaid land to the Land Owner herein namely, Sri Dhurjati Prasad Chattopadhyay.
- B4. The Sole Executor named in the said Last Will and Testament of Manmohan Chatterjee (Chattopadhyay) Alias Manmohan Chattopadhyay, since deceased, applied before the Court of Learned District Delegate at Alipore, Learned 1st Civil Judge, Senior Division, Alipore for grant of probate in Act 39 Case No.406 of 2014 (Probate), when the said Will was proved and Probate in respect thereof was granted by the Court of Learned District Delegate, Alipore, Learned 1st Civil Judge, Senior Division, Alipore to the said Sole Executor, Sri Dhurjati Prasad Chattopadhyay on 25th January 2019.
- B5. In the events aforesaid, Sri Dhurjati Prasad Chattopadhyay became the sole and absolute owner of **All That** the piece or parcel of land containing an area of 14 Chittacks more or less (which was physically found to be 4 Chittacks 36 Square feet) with 100 Square feet tiles shed standing thereon situate lying at Dag No.714 recorded in Khatian No.93 in Mouza-Bademasar, J.L.No.31,

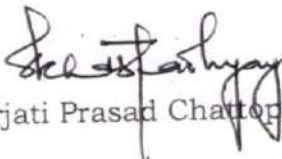
Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station- Patuli (formerly Jadavpur) under Registration Office Sub-Registrar, Alipore in the District of South 24-Parganas, hereinafter referred to as "the **said FATHER'S PROPERTY**".

- C. In the events aforesaid, Sri Dhurjati Prasad Chattopadhyay became the sole and absolute owner of the said Mother's Property and the said Father's Property, being **Firstly All That** the piece or parcel of land containing an area of (i) 9 (Nine) Satak more or less situate lying at Dag No.713 and (ii) 1(one) Satak more or less situate lying at Dag No.720, both aggregating to an area of 10 (Ten) Satak equivalent to 6 (Six) Cottahs 36 (Thirty Six) Square feet {which was physically found to be 5 (five) Cottahs 2 (Two) Chittacks 14(fourteen) Square feet in Dag No.713 and 9(Nine) Chittacks 31 (Thirty One) Square feet in Dag No.720, both aggregating to an area of 5 (five) Cottahs 12 (Twelve) Chittacks} more or less with two Storied Building standing thereon, containing an area of 1200 Square feet more or less, both recorded in Khatian No.105, and **Secondly All That** the piece or parcel of land containing an area of 14 Chittacks more or less (which was physically found to be 4 Chittacks 36 Square feet) with 100 Square feet tiles shed standing thereon situate lying at Dag No.714 recorded in Khatian No.93, all in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station- Patuli (formerly Jadavpur) under Registration Office Sub-Registrar, Alipore in the District of South 24-Parganas and comprised in Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Kolkata 700084.
- D. The Land Owner herein also got his name mutated in the records of the Kolkata Municipal Corporation in respect of the said Premises, containing a land area of 6 (Six) Cottahs 36 (Thirty Six) Square feet more or less, as the owner thereof vide Assessee No.311011501910.
- E. By a Deed of Gift dated 27th August 2021 made between Land Owner herein namely, Sri Dhurjati Prasad Chattopadhyay, therein referred to as the Donor of the One Part and (Smt.) Dipanwita Chattopadhyay therein referred to as the Donee of the other part and registered with the District Sub-Registrar-III, South 24 Parganas at Alipore in Book No.I Volume No.1603-2021 Pages 219571 to 219594 Being No.160306988 for the year 2021, the Land Owner herein, in consideration of his natural love and affection that he bear towards the Donee, being her wife, Smt.) Dipanwita Chattopadhyay, out of his own free will and volition, freely and voluntarily gifted transferred assigned and assured unto and to the Smt.) Dipanwita Chattopadhyay, as and by way of Gift **ALL THAT** the piece or parcel of land containing an area of 2(Two) Cottahs 10 (Ten) Chittacks more or less with structure standing thereon, containing an area of 1200 Square feet more or less and lying situate at Dag Nos.713 (Part) {containing a land area of 2(Two) Cottahs 14 (fourteen) Square feet in the said Dag} and 720 {containing a land area of 9(Nine) Chittacks 31 (Thirty One) Square feet in the said Dag}, both recorded in Khatian No.105 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station- Patuli (formerly Jadavpur), in the District of South 24 Parganas and comprised in portion of Premises No.191, New Raipur (postal address being No. A/81, New Raipur Road), Kolkata 700084, absolutely and forever.

- F. By another Deed of Gift dated 27th August 2021 made between Land Owner herein namely, Sri Dhurjati Prasad Chattopadhyay, therein referred to as the Donor of the One Part and (Miss.) Amrita Chattopadhyay therein referred to as the Donee of the other part and registered with the District Sub-Registrar-III, South 24 Parganas at Alipore in Book No.I Volume No.1603-2021 Pages 219595 to 219618 Being No.160306987 for the year 2021, the Land Owner herein, in consideration of his natural love and affection that he bears towards the Donee, being his only daughter, Amrita Chattopadhyay, out of his own free will and volition, freely and voluntarily gifted transferred assigned and assured unto and to the the piece or parcel of land containing an area of 4 (Four) Chittacks 36 (Thirty Six) Square feet more or less with 100 Square feet tiles shed standing thereon situate lying at Dag No.714 recorded in Khatian No.93 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station- Patuli (formerly Jadavpur), in the District of South 24 Parganas and comprised in portion of Premises No.191, New Raipur (postal address being No. A/81, New Raipur Road), Kolkata 700084, as and by way of Gift **ALL THAT** the piece or parcel of land containing an area of 4 (Four) Chittacks 36 (Thirty Six) Square feet more or less with 100 Square feet tiles shed standing thereon situate lying at Dag No.714 recorded in Khatian No.93 in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station- Patuli (formerly Jadavpur), in the District of South 24 Parganas and comprised in portion of Premises No.191, New Raipur (postal address being No. A/81, New Raipur Road), Kolkata 700084, absolutely and forever.
- G. In the events aforesaid and after the said Gifts, the Land Owner herein continued to be seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner of **All That** the piece or parcel of land containing an area of 3 (three) Cottahs 2 (Two) Chittacks more or less Together with structure standing thereon, situate lying at Dag No.713 recorded in Khatian No.105, in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station-Patuli (formerly Jadavpur) under Registration Office Sub-Registrar, Alipore in the District of South 24-Parganas and comprised in Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Kolkata 700084, which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereinabove written and hereinbefore referred to as "the **SAID PREMISES**".
- H. The Land Owner herein also got his name mutated in the records of the Kolkata Municipal Corporation in respect of the said Premises, containing a land area of 3 (three) Cottahs 2 (Two) Chittacks more or less, as the owner thereof vide Assessee No.311011501910.

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

SIGNED SEALED AND DELIVERED by the abovenamed **OWNER** at **Kolkata** in the presence of:


(Dhurjati Prasad Chattopadhyay)

1. Prasun kr. Sen
B/45, New Raipura,
KOL - 700 084

2. Swapan Maitry

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **DEVELOPER** at **Kolkata** in the presence of:

1. Prasun kr. Sen

2. Swapan Maitry

Tom Shankarara

P.O. of P.S. - Tombrak

Dist - Purba Midnapore

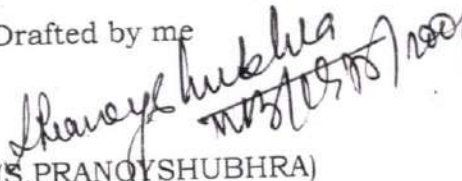
A.S. CONSTRUCTION
Aparna Sen

Partner

A.S. CONSTRUCTION

Shyamali Majumdar
Partner

Drafted by me


(S. PRANOISHUBHRA)
Advocate
High Court, Calcutta

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	A S CONSTRUCTION A/65, New Raipur, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AAxxxxxx6C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs Aparna Sen (Presentant) Wife of Mr Pradip Sen A/65, New Raipur, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATxxxxxx9E, Aadhaar No: 69xxxxxxxx3700 Status : Representative, Representative of : A S CONSTRUCTION (as Partner)
2	Mrs Shyamali Majumder Wife of Mr Samir Majumder A/66, New Raipur, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx8D, Aadhaar No: 40xxxxxxxx0258 Status : Representative, Representative of : A S CONSTRUCTION (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Prasun Kumar Sen Son of Late Santosh Kumar Sen B-45, New Raipu, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084			

Identifier Of Mrs Aparna Sen, Mrs Shyamali Majumder, Mr DHURJATI PRASAD CHATTOPADHYAY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr DHURJATI PRASAD CHATTOPADHYAY	A S CONSTRUCTION-5.15625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr DHURJATI PRASAD CHATTOPADHYAY	A S CONSTRUCTION-200.00000000 Sq Ft

On 12-11-2021

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

Presented for registration at 22:34 hrs on 12-11-2021, at the Private residence by Mrs Aparna Sen ,.

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 33,41,250/-

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

Execution is admitted on 12/11/2021 by Mr DHURJATI PRASAD CHATTOPADHYAY , Son of Late Manmohan Chattopadhyay , A/81, New Raipur Road, P.O: Garia, Thana: Patuli , South 24-Parganas, WEST BENGAL, India, PIN 700084, by caste Hindu, by Profession Retired Person

Indetified by Mr Prasun Kumar Sen, , , Son of Late Santosh Kumar Sen, B-45, New Raipu, P.O: Garia, Thana: Patuli , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Retired Person

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

Execution is admitted on 12-11-2021 by Mrs Aparna Sen, Partner, A S CONSTRUCTION, A/65, New Raipur, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Prasun Kumar Sen, , , Son of Late Santosh Kumar Sen, B-45, New Raipu, P.O: Garia, Thana: Patuli , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Retired Person

Execution is admitted on 12-11-2021 by Mrs Shyamali Majumder, Partner, A S CONSTRUCTION, A/65, New Raipur, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Prasun Kumar Sen, , , Son of Late Santosh Kumar Sen, B-45, New Raipu, P.O: Garia, Thana: Patuli , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Retired Person



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 17-11-2021

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/11/2021 10:16AM with Govt. Ref. No: 192021220111713661 on 12-11-2021, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 69951432 on 12-11-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by online = Rs 6,920/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/11/2021 10:16AM with Govt. Ref. No: 192021220111713661 on 12-11-2021, Amount Rs: 6,920/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 69951432 on 12-11-2021, Head of Account 0030-02-103-003-02



Sudikshit Roy Barma
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 18-11-2021

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- and Registration Fees paid by Cash Rs 32/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no AK3889, Amount: Rs.100/-, Date of Purchase: 23/09/2021, Vendor name: Anjushree Banerjee



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

SPECIMEN FORM FOR TEN FINGERPRINTS



Sela

<i>Sela</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<i>Apavna Sen</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<i>Shyamali Majumdar</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<i>Prasun Mr. Sen</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



आयकर विभाग

INCOME TAX DEPARTMENT

DHURJATI PRASAD CHATTOPADHYAY

MANMOHAN CHATTOPADHYAY

31/03/1962

ABXPC4188M

Secretary

भारत सरकार

GOVT. OF INDIA



Secretary





भारत सरकार
GOVERNMENT OF INDIA



ধুর্জটি প্রসাদ চট্টোপাধ্যায়
Dhurjati Prasad Chattopadhyay
পিতা : মনমোহন চট্টোপাধ্যায়
Father : Manmohan Chattopadhyay
জন্ম বার / Year of Birth : 1962
পুরুষ / Male



9397 3240 0056

- সাধারণ মানুষের অধিকার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১/৪১ নিউরাইপুর রোড, কোলকাতা,
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Bengal, 700084



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G. N. Palani 590 001



A. S. CONSTRUCTION

Aparna Sen

Partner

A. S. CONSTRUCTION

Shyamali Majumdar

Partner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

APARNA SEN

DINESH DUTTA

22/02/1972

Permanent Account Number

ATVPS5979E

Aparna Sen
Signature



Aparna Sen



भारत सरकार
Government of India

ভারত সরকার

Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/19567/Q4673

To
অপর্ণা সেন
Aparna Sen
A/65 NEW RAIYPUR
KOLKATA GARIA
South Twenty Four Parganas
West Bengal 700084

12405278



MN12405278DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

6957 7849 3700

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



অপর্ণা সেন
Aparna Sen
পিতা : দীপেশ দত্ত
Father : Dinesh Datta
জন্ম সাল / Year of Birth : 1972
মহিলা / Female



6957 7849 3700

আধার - সাধারণ মানুষের অধিকার

Aparna Sen

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHYAMALI MAJUMDER
RABINDRA NATH SEN
10/08/1968
Permanent Account Number
AKZPM7038D

Signature



Shyamali Majumder





भारत सरकार
GOVERNMENT OF INDIA



শ্যামলী মজুমদার
Shyamali Majumder
পিতা : রবীন্দ্রনাথ সেন
Father : Rabindranath Sen
জন্ম সাল / Year of Birth : 1968
মহিলা / Female



4036 8157 0258

আপার - সাধারণ মানুষের অধিকার

Shyamali Majumder



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
এ/৬৬, নিউ রায়পুর, কোলকাতা,
গড়িয়া, দক্ষিণ ২৪ পরগণা,
পশ্চিমবঙ্গ, ৭০০০৮৪

Address:
A/66, NEW RAIPUR,
KOLKATA, GARIA, South
Twenty Four Parganas, West
Bengal, 700084



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1800 180 1947



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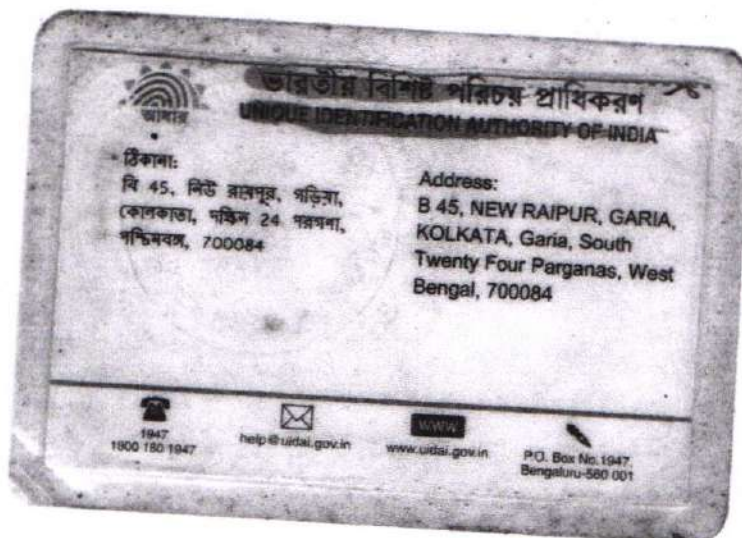


www.uidai.gov.in



P.O. Box No.1947,
Bengaluru-560 001

Shyamali Majumder



Prasun Kumar Sen

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 395907 to 395943
being No 160311613 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.12.20 11:14:17 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/12/20 11:14:17 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)