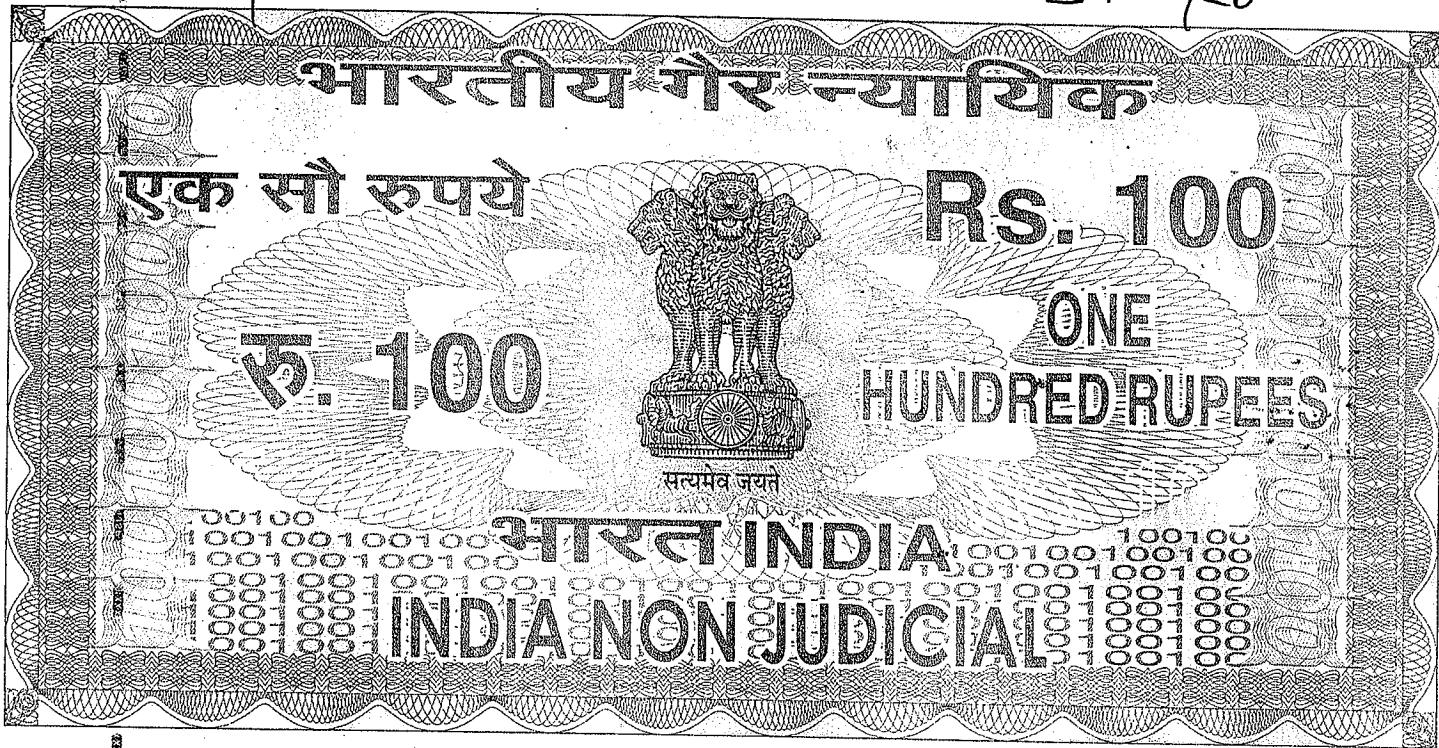


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Certified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

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

25 FEB 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this
the 25th day of February Two Thousand Twenty Five (2025)
BETWEEN

18 FEB 2025

11212
Date
Suzvik Das
Adm in
Signature
Signature
Signature

Samiran Das
Stamp Vender
Alipore Police Court
South 24 Pgs., KOL-27



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE

25 FEB 2025

Identified by me:

Souvik Das

Advocate

Alipore Judges' Court

Kolkata 700027

son of Late Sunil Kumar Das

(1) SMT. SWASTIKA CHAKRABORTY, (PAN: AMHPC8635N), (AADHAAR NO. 7389 5169 9978), wife of Sri Snehashish Mukherjee, daughter of Late Indradas Chakraborty, by religion : Hindu, by nationality : Indian, by occupation: Housewife, residing at Bhuswarga GHS, Flat No. 102, CE-17, Street No. 208, Newtown, Post Office & Police Station – Newtown, Kolkata – 700156, District : North 24-Parganas, **(2) SRI SANDIP BHATTACHARYA alias SANDIP BHATTACHARJEE,** (PAN: AYBPB5975C), (AADHAAR NO. 3631 5994 9672), son of Late Sudha Ranjan Bhattacharjee and Late Basanti Bhattacharjee, by religion: Hindu, by nationality : Indian, by occupation: Service, residing at Village : Rajchandrapur, Post Office : Ghoshpara, Police Station – Nischanda Bally, Pin – 211227, District- Howrah, **(3) SRI. ROHAN CHAKRABORTY,** (PAN: AKFPC5670D), (AADHAAR NO. 3579 0298 5740), son of Late Ramdas Chakraborty, by religion: Hindu, by nationality : Indian, by occupation: Self-employed, residing at Village: Panpara (Kearinitola), Post Office : Midnapore, Police Station – Kotwali, District : Paschim Medinipur, Pin- 721101, District: Paschim Midnapore hereinafter called the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **FIRST PART.**

AND

PCB CONSTRUCTION, (PAN: ABGFP0839B), a Partnership Firm having its office at 145(40), Panchanatala Road, Post Office: Paschim Putiary, Police Station- Haridevpur, Kolkata -700041, District: South 24-Parganas represented by its Partners, **(1) MR PANNALAL CHAKRABORTY,** (PAN: AEIPC4787N), (AADHAAR No. 6199 1873 0772), son of Late Makhan Lal Chakraborty, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 115/1, Karunamoyee Ghat Road, Post Office & Police Station-

Haridevpur, Kolkata -700082, District: South 24-Parganas, (2) **MR CHANDAN KUMAR DAS**, (PAN: AHOPD4275D), (AADHAAR No. 5282 5002 4827), son of Late Sukumar Das, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 261, Sodepur 1st Lane, Haridevpur, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (3) **MR BIPLAB ROY**, (PAN: AVSPR8580P), (AADHAAR No. 6066 8969 1879), son of Late Ganesh Chandra Roy, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 28, Jiban Mohini Ghosh Park, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, hereinafter called and referred to as **DEVELOPER** (which term or expression shall unless exclude by or repugnant to be deemed to mean and include all their successors-in-office, executors, administrator-in-office, assigns and legal representatives, successor, representatives and assigns) of the **SECOND PART**.

WHEREAS one Sarat Chandra Chakraborty, son of Late Iswar Chandra Chakraborty during his lifetime by virtue of Deed of Partition (Bengali Bantan Nama Dalil) dated 20.05.1953 corresponding to 6th Jaysta 1360 as per Bengali Calendar registered at the Competent Registry Office and recorded in Book No. I, Deed No.1125 for the year 1953 and particularly mentioned in "Gha" Schedule of the said Deed become the owner of plot of land measuring an area of 14 Cotthas 8 Chittaks a little more or less at Mouza : Saiedpur, Pargana : Khaspur, Touzi No. 8, J.L. No. 12, R.S. No. 28, Khatian No. 134/1, Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District : previously 24-Parganas at present South 24-Parganas, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122 after partition with other two co-owners namely Dinnath Bhattacharjee and Mrityunjay Chakraborty.

AND WHEREAS after becoming the owner of the said land said Sarat Chandra Chakraborty mutated his name with the Kolkata Municipal Corporation being municipal premises no. 56, Sodepur Road, Kolkata -700082 and also with the concerned B.L.R.O. and enjoying the same free from all encumbrances and the said property particularly mentioned in the First Schedule written herein below.

AND WHEREAS said Sarat Chandra Chakraborty also erected a one storied building in the said premises municipal premises no. 56, Sodepur Road, Kolkata - 700082 in the year 1965 and leaving therein with his family members and the said property particularly mentioned in the First Schedule written herein below.

AND WHEREAS while seize and possessed the said land and structure said Sarat Chandra Chakraborty died intestate on 10.09.1973 leaving behind him his widow Late Shantilata Chakraborty, three sons namely Shibdas Chakraborty, Indradas Chakraborty and Ramdas Chakraborty and three daughter namely Basanti Bhattacharjee, wife of Late Sudha Ranjan Bhattacharjee, Pratima Mukherjee, wife of Late Swapan Mukherjee and Smt. Sonali Ghoshal, wife of Late Indrajit Ghoshal who inherited the said property having undivided 1/7th share each particularly mentioned in the Scheduled herein below.

AND WHEREEAS thereafter said Shantilata Chakraborty died intestate on 03.08.1994 leaving behind her three sons, Shibdas Chakraborty, Indradas Chakraborty and Ramdas Chakraborty and three daughter namely Basanti Bhattacharjee, wife of Late Sudha Ranjan Bhattacharjee, Pratima Mukherjee, wife of Late Swapan Mukherjee and Smt. Sonali Ghoshal as his heirs, heiresses and successors who jointly become the joint owners of the said property having undivided 1/6th each particularly mentioned in the Scheduled written herein below.

AND WHEREAS thereafter said Ramdas Chakraborty died intestate on 12.12.2002 leaving behind him his wife Smt. Rinku Chakraborty only son Sri Rohan Chakraborty and only daughter Smt. Mousumi Chakraborty as his heirs, heiresses and successors who became the joint owners of the undivided 1/6th share in the said property at municipal premises no. 56, Sodepur Road, Kolkata - 700082 along with other co-owners.

AND WHEREAS thereafter said Indradas Chakraborty died intestate on 07.04.2008 leaving behind him his wife Uma Chakraborty and only daughter Smt. Swastika Chakraborty as his heirs, heiresses and successors who became the joint owners of the undivided 1/6th share in the said property at municipal premises no. 56, Sodepur Road, Kolkata -700082 along with other co-owners.

AND WHEREAS said Uma Chakraborty died intestate on 13.07.2017 leaving behind her only daughter Smt. Swastika Chakraborty as her heirs, heiresses and successors who became the joint owners of the undivided 1/6th share in the said property at municipal premises no. 56, Sodepur Road, Kolkata -700082 along with other co-owners.

AND WHEREAS said Basanti Bhattacharjee died intestate on 24.09.2006 leaving behind her only son, Sri Sandip Bhattacharya as her heirs, heiresses and successors who became the joint owners of the undivided 1/6th share in the said property at municipal premises no. 56, Sodepur Road, Kolkata -700082 along with other co-owners and his husband Late Sudha Ranjan Bhattacharya died intestate on 02.02.2018.

AND WHEREAS said Pratima Mukherjee died intestate on 27.12.2010 leaving behind her only son Sri Subhajit Mukherjee as her heirs, heiresses and successors who became the joint owners of the undivided 1/6th share in the said property at

municipal premises no. 56, Sodepur Road, Kolkata -700082 along with other co-owners and his husband Late Swapan Mukherjee died intestate on 29.11.2014.

AND WHEREAS thereafter Shibdas Chakraborty died intestate on 08.08.2019 leaving behind him his wife Smt. Bulbul Chakraborty, only son Sri Sandipan Chakraborty and only daughter Smt. Dipanwita Bhattacharjee as his heirs, heiresses and successors who became the joint owners of the undivided 1/6th share in the said property at municipal premises no. 56, Sodepur Road, Kolkata - 700082 along with other co-owners.

AND WHEREAS thus said Smt. Bulbul Chakraborty, Sri Sandipan Chakraborty, Smt. Dipanwita Bhattacharjee, Smt. Swastika Chakraborty, Sri Sandip Bhattacharya alias Sri Sandip Bhattacharjee, Sri Subhajit Mukherjee, Smt. Rinku Chakraborty, Sri Rohan Chakraborty, Smt. Mousumi Chakraborty and Smt. Sonali Ghoshal become the joint undivided owners in respect of their respective share in the said property plot of land measuring an area of 14 Cotthas 8 Chittaks, a little more or less at Mouza : Saiedpur, Pargana: Khaspur, Touzi No. 8, J.L. No. 12, R.S. No. 28, R.S. Khatian No. 134/1& L.R. Khatian No. 644, R.S. & L.R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24 - Parganas at present South 24 - Parganas, municipal premises no. 56, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122 along with a one storied building standing thereon measuring 1500 sq. ft. a little more or less particularly mentioned in the First Scheduled written herein below.

AND WHEREAS while seize and possessed the said land and building, SRI SUBHAJIT MUKHERJEE, son of Late Swapan Mukherjee and Late Pratima

Mukherjee peacefully and without any objection from any quarter and out of his love and affection have decided to gifted his undivided $1/6^{\text{th}}$ share in the said property to the other co-owners, measuring landed area of 2 Cotthas 6 Chittaks 30 Sq. Ft. (undivided $1/6^{\text{th}}$ portion of total land area of 14 Cotthas 8 Chittaks a little more or less) and 250 sq. ft. of constructed area (out of total constructed area of 1500 sq. ft. a little more or less) particularly mentioned in the Second Schedule written herein below and thereby renounce all his right title interest at Mouza : Saiedpur, Pargana: Khaspur, Touzi No. 8, J.L. No. 12, R.S. No. 28, R.S. Khatian No. 134/1& L.R. Khatian No. 644, R.S. & L.R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24 - Parganas at present South 24 - Parganas, municipal premises no. 56, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122 particularly mentioned in First Schedule property by way of GIFT in favour of all co-owners namely Smt. Bulbul Chakraborty, Sri Sandipan Chakraborty, Smt. Dipanwita Bhattacharjee, Smt. Swastika Chakraborty, Sri Sandip Bhattacharya, Smt. Rinku Chakraborty, Sri Rohan Chakraborty, Smt. Mousumi Chakraborty and Smt. Sonali Ghoshal of the property by virtue of a Deed of Gift dated 30.4.2021, registered at the Office of District Sub-Registrar – III, Alipore, South 24-Parganans and recorded in Book No. I, Volume No. 1603-2021, Pages 129150 to 129195 being Deed No. I-160303829 for the year 2021 and the said SRI SUBHAJIT MUKHERJEE, renounce all his right, title and interest in the said First Schedule property.

AND WHEREAS while seize and possessed the said land and building, SMT. RINKU CHAKRABORTY and SMT. MOUSUMI CHAKRABORTY ALIAS SMT. MOUSUMI PANDEY, peacefully and without any objection from any quarter and out of their love and affection have decided to gifted their undivided $2/3^{\text{rd}}$ share out of $1/5^{\text{th}}$ share in the said property to the SRI ROHAN

CHAKRABORTY, measuring landed area of 1 Cotthas 14 Chittaks 42 sq. ft. a little more or less (undivided $\frac{2}{3}$ rd share out of $\frac{1}{5}$ th portion of total land area of 14 Cotthas 8 Chittaks a little more or less) and 200 sq. ft. of constructed area (out of total constructed area of 1500 sq. ft. a little more or less) and renounce all their right, title and interest in the said First Schedule property. The said Deed of Gift dated 30.4.2021, registered at the Office of District Sub-Registrar – III, Alipore, South 24-Parganans and recorded in Book No. I, Volume No. 1603-2021, Pages 129254 to 129281 being Deed No. I-160303835 for the year 2021

AND WHEREAS while seize and possessed the said land and building, SMT BULBUL CHAKRABORTY, SMT. DIPANWITA BHATTACHARJEE, peacefully and without any objection from any quarter and out of their love and affection have decided to gifted their undivided $\frac{2}{3}$ rd share out of $\frac{1}{5}$ th share in the said property to the SRI SANDIPAN CHAKRABORTY, measuring landed area of 1 Cotthas 14 Chittaks 42 sq. ft. a little more or less (undivided $\frac{2}{3}$ rd share out of $\frac{1}{5}$ th portion of total land area of 14 Cotthas 8 Chittaks a little more or less) and 200 sq. ft. of constructed area (out of total constructed area of 1500 sq. ft. a little more or less) and renounce all their right, title and interest in the said First Schedule property. The said Deed of Gift dated 30.4.2021, registered at the Office of District Sub-Registrar – III, Alipore, South 24-Parganans and recorded in Book No. I, Volume No. 1603-2021, Pages 129196 to 129222 being Deed No. I-160303833 for the year 2021.

AND WHEREAS while seize and possessed the said land and building, SMT. SONALI GHOSH, peacefully and without any objection from any quarter and out of their love and affection have decided to gifted her undivided $\frac{1}{5}$ th share in the said property to the SRI SANDIPAN CHAKRABORTY, measuring landed area of 2 Cotthas 14 Chittaks 18 sq. ft., a little more or less (undivided $\frac{1}{5}$ th share out of total land area of 14 Cotthas 8 Chittaks a little more or less) and 300

sq. ft. of constructed area (out of total constructed area of 1500 sq. ft. a little more or less) and renounce all her right, title and interest in the said First Schedule property. The said Deed of Gift dated 30.4.2021, registered at the Office of District Sub-Registrar – III, Alipore, South 24-Parganans and recorded in Book No. I, Volume No. 1603-2021, Pages 129107 to 129130 being Deed No. I-160303834 for the year 2021.

AND WHEREAS by virtue of the afore stated Gifts said SRI SANDIPAN CHAKRABORTY, SMT. SWASTIKA CHAKRABORTY, SRI SANDIP SANDIP BHATTACHARYA ALIAS SRI SANDIP BHATTACHARJEE and SRI. ROHAN CHAKRABORTY become the joint owner in respect of the said property measuring an area of 14 Cotthas 8 Chittaks a little more or less (as per physical measurement total area comes to 14 Cotthas 7 Chittaks 14.89 Sq. Ft. =967.102 Sq. Mt. as per physical measurement (14 Cotthas 7 Chittaks 15 Sq. Ft.) at Mouza: Saiedpur, Pargana: Khaspur, Touzi No. 8, J.L. No. 12, R.S. No. 28, R.S. Khatian No. 134/1 & L.R. Khatian No. 2447, 2450, 2442, 2449, R.S. & L. R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24 - Parganas at present South 24 - Parganas, municipal premises no. 56, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122 along with a 50 years old one storied building standing thereon measuring 1219.28 Sq. Ft. more or less and a Asbestos Shed structure measuring 229 Sq. Ft. more or less (both cement flooring) wherein Sri. Sandipan Chakraborty have joint 40% share and Smt. Swastika Chakraborty, Sri Sandip Bhattacharya and Sri Rohan Chakraborty each have joint 20% share each in the said property.

AND WHEREAS the said Sri. Sandipan Chakraborty, Smt. Swastika Chakraborty, Sri Sandip Bhattacharya and Sri Rohan Chakraborty while seized

and possessed the said land and building with an intention to possess and enjoy their respective portion peacefully and separately have mutually partitioned their joint undivided share in the said property mentioned herein above to specify and demarcate their allocations at municipal premises no. 56, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122 amicably amongst themselves to avoid any future complications keeping 1 Cotthas 6 Chittaks 43 Sq. Ft. land more or less on the East side of the premises for common passage made a Deed of Partition dated 19.02.2024, registered before the District Sub-Registrar-III, Alipore and recorded in Book No. I, Volume No. 1603-2024, Pages 63109 to 63139 being Deed No. 160302503 for the year 2024.

AND WHEREAS as per said Deed of Partition dated 19.02.2024, a Bastu land measuring 5 Cotthas 13 Chittaks 44 Sq. Ft. (4229 Sq. Ft.) a little more or less along with a pacca building standing thereon measuring 465 Sq. Ft. a little more or less (cement flooring) at at Mouza: Saiyadpur, Pargana : Khaspur, Touzi No. 8, J.L. No. 112, R.S. No. 28, R.S. Khatian No. 134/1 & L.R. Khatian No. 2450, R.S. & L. R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24-Parganas at present South 24- Parganas, municipal premises no. 56, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, within Kolkata Municipal Corporation, Ward No. 122 morefully described in the **“SECOND SCHEDULE”** written in the Deed of Partition being **LOT A** specifically demarcated in **RED** border line in the partition plan allotted to Sri Sandipan Chakraborty.

AND WHEREAS as per said Deed of Partition dated 19.02.2024, a Bastu land measuring 7 Cotthas 2 Chittaks 18 Sq. Ft. (5148 Sq. Ft.) of land a little more or less along with a pacca building standing thereon measuring 754 Sq. Ft. a little

more or less (cement flooring) and asbestos shed construction measuring 229 Sq. Ft. (cement flooring) more or less at Mouza: Saiyadpur, Pargana : Khaspur, Touzi No. 8, J.L. No. 112, R.S. No. 28, R.S. Khatian No. 134/1 & L.R. Khatian No. 2442, 2449, 2447, R.S. & L. R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24-Parganas at present South 24- Parganas, municipal premises no. 56, Sodepur Road, Police Station- Haridevpur, Kolkata - 700082, within Kolkata Municipal Corporation, Ward No. 122, morefully described in the "**THIRD SCHEDULE**" written in the Deed of Partition being **LOT B** specifically demarcated in **GREEN** border line in the partition plan allotted to Smt. Swastika Chakraborty, Sri Sandip Bhattacharya and Sri Rohan Chakraborty the owners herein and particularly mentioned in the said property particularly mentioned in the **FIRST SCHEDULE** written herein below.

AND WHEREAS after such afore stated Partition the owners herein have mutated their property with the Kolkata Municipal Corporation in respect of their property particularly mentioned in the **FIRST SCHEDULE** written herein below as municipal premises no. 56A, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, within Kolkata Municipal Corporation, Ward No. 122, vide Assessee No. 411221210418 and enjoying the said property free from all encumbrances.

AND WHEREAS the owners herein for their better use and enjoyment of their aforesaid property intend to develop the same by erecting a Multistoried building upon their aforesaid land through a Developer having sufficient knowledge and fund for the same and the Developer herein on good faith intend to develop the said property as per Building Plan to be sanctioned by the K.M.C. negotiated with the Developer, (1) **MR PANNALAL CHAKRABORTY**, (PAN: AEIPC4787N), (AADHAAR No. 6199 1873 0772), son of Late Makhan Lal

Chakraborty, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 115/1, Karunamoyee Ghat Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (2) **MR CHANDAN KUMAR DAS**, (PAN: AHOPD4275D), (AADHAAR No. 5282 5002 4827), son of Late Sukumar Das, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 261, Sodepur 1st Lane, Haridevpur, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (3) **MR BIPLAB ROY**, (PAN: AVSPR8580P), (AADHAAR No. 6066 8969 1879), son of Late Ganesh Chandra Roy, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 28, Jiban Mohini Ghosh Park, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, all partners of **PCB CONSTRUCTION**, (PAN: ABGFP0839B), a Partnership Firm having its office at 145(40), Panchanatala Road, Post Office: Paschim Putiary, Police Station- Haridevpur, Kolkata -700041, District: South 24-Parganas in respect of First Schedule property.

AND WHEREAS thereafter the Land Owners/First Part and the Developer/Second Part herein entered into the present Development Agreement for the purpose of smooth construction of the building for certain terms and conditions which are as follows:-

NOW THIS AGREEMENT WITNESSETH and it is hereby declared by and between the **PARTIES** as follows:-

ARTICLE-I **DEFINATIONS**

1.01 OWNERS: shall means **(1(1) SMT. SWASTIKA CHAKRABORTY,**
(PAN: AMHPC8635N), (AADHAAR NO. 7389 5169 9978), wife of Sri

Snehashish Mukherjee, daughter of Late Indradas Chakraborty, by religion : Hindu, by nationality :Indian, by occupation: Housewife, residing at Bhuswarga GHS, Flat No. 102, CE-17, Street No. 208, Newtown, Post Office & Police Station – Newtown, Kolkata – 700156, District : North 24-Parganas, **(2) SRI SANDIP BHATTACHARYA alias SANDIP BHATTACHARJEE,** (PAN: AYBPB5975C), (AADHAAR NO. 3631 5994 9672), son of Late Sudha Ranjan Bhattacharjee and Late Basanti Bhattacharjee, by religion: Hindu, by nationality :Indian, by occupation: Service, residing at Village : Rajchandrapur, Post Office : Ghoshpara, Police Station – Nischanda Bally, Pin – 211227, District- Howrah, **(3) SRI. ROHAN CHAKRABORTY,** (PAN: AKFPC5670D), (AADHAAR NO. 3579 0298 5740), son of Late Ramdas Chakraborty, by religion: Hindu, by nationality :Indian, by occupation: Self-employed, residing at Village: Panpara (Kearinitola), Post Office : Midnapore, Police Station – Kotwali, District : Paschim.Medinipur, Pin-721101 hereinafter referred to as the the Party of the **FIRST PART** and shall include their respective heirs and assigns.

1.02 DEVELOPER: shall means **PCB CONSTRUCTION,** (PAN: ABGFP0839B), a Partnership Firm having its office at 145(40), Panchanatala Road, Post Office: Paschim Putiary, Police Station- Haridevpur, Kolkata -700041, District: South 24-Parganas represented by its Partners, (1) **MR PANNALAL CHAKRABORTY,** (PAN: AEIPC4787N), (AADHAAR No. 6199 1873 0772), son of Late Makhan Lal Chakraborty, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 115/1, Karunamoyee Ghat Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (2) **MR CHANDAN KUMAR DAS,** (PAN:

AHOPD4275D), (AADHAAR No. 5282 5002 4827), son of Late Sukumar Das, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 261, Sodepur 1st Lane, Haridevpur, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (3) **MR BIPLAB ROY**, (PAN: AVSPR8580P), (AADHAAR No. 6066 8969 1879), son of Late Ganesh Chandra Roy, by faith Hindu, by occupation : Business, by nationality: Indian, residing at 28, Jiban Mohini Ghosh Park, Post Office & Police Station- Haridevpur, Kolkata - 700082, District: South 24-Parganas the Party of the **SECOND PART** and shall include its representatives, heirs and assigns.

1.03 PROPERTY: shall means **ALL THAT** piece and parcel of a bastu land measuring 7 Cotthas 2 Chittaks 18 Sq. Ft. of land a little more or less along with a 50 years old one storied pacca residential building standing thereon measuring 754 Sq. Ft. a little more or less (cement flooring) and asbestos shed residential construction measuring 229 Sq. Ft. (cement flooring) more or less at Mouza: Saiyadpur, Pargana : Khaspur, Touzi No. 8, J.L. No. 112, R.S. No. 28, R.S. Khatian No. 134/1 & L.R. Khatian No. 2442, 2449, 2447, R.S. & L. R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24-Parganas at present South 24- Parganas, municipal premises no. 56A, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122, Assessee No. 411221210418, **TOGETHER WITH** all common rights over the common passages **ALONGWITH** all easement and quasi easement rights attached thereto, entrance and exit, passages and paths, common installations, boundary which is particularly mentioned in the **FIRST SCHEDULE** written herein below.

- 1.04 DEVELOPMENT AGREEMENT:** shall means the instant Agreement made between the Owners and the Developer herein.
- 1.05 BUILDING:** shall means the proposed building consisting of Residential Flats and other structures the parties hereto proposed to erect in or upon the said property as per plan to be sanctioned by the concerned authority of K.M.C.
- 1.06 BUILDING PLAN:** shall means the Plan shall be prepared by the Developer in the names of the owners and duly signed by the owners or their authorized Attorney and sanction to be obtained by the Developer from the Kolkata Municipal Corporation and shall include any alteration, modification, revise in accordance with the Building Rules of the Kolkata Municipal Corporation.
- 1.07 UNIT:** shall mean a separate and self-contained area intending to be used for common purpose and shall include any other place to be constructed in the building and capable of being occupied and enjoyed independently.
- 1.08 ARCHITCT:** shall means such person/s confirming all Municipal Statutory provisions, rules, regulations and other statutory provisions who shall be appointed by the Developer for designing and planning of the Building also includes supervision during construction of the building, if so appointed by the Developer.
- 1.09 COMMON FACILITIES:** shall include all passages, ways, stair-ways, corridors, lobbies, shafts, rain water pipes, sewerage and drainage pipe lines, underground sewer fittings and fixture, manhole, pits, galleries, roof, terrace, filter water connection and pipes lines, overhead and

underground reservoirs, pipes lines, motor pumps, fences and boundary wall, courtyard, C.E.S.C. supply, electric connection and electric supply to the common areas and fittings, fixtures, entire exterior walls, boundary walls, common driveway and other facilities whatsoever required for the establishment of location, enjoyments, provisions, maintenance and management of affairs of the said building in the said property.

1.10 AREA: shall mean and include the Built-up constructed area in the said property.

1.11 THE SUPER COVER AREA OR SUPER BUILT-UP AREA OF AN UNIT: shall means covered area of the unit together with its proportionate share of the passages with proportionate share in the common facilities and advantages as well as proportionate undivided share or interest in the land underneath the structure.

1.12 OWNERS' ALLOCATION: shall means Owners' will get their Owners' Allocation respectively as mentioned in the **SECOND SCHEDULE** here under written.

1.13 DEVELOPER'S ALLOCATION: shall means beside the above stated Owners' Allocation of the building remaining portion of the building as mentioned in the **THIRD SCHEDULE** hereunder written.

1.14 DEMOLITION AND DEBRIS: The Developer shall be at his own risk and responsibility shall demolish the existing Structure of the **FIRST SCHEDULE** property at his own cost and the value of the Debris shall belong to the Developer/**SECOND PART**.

1.15 TRANSFEROR: shall means the Owners as well as Developer in respect of their respective share.

1.16 TRANSFEREE: shall means the person, Firm, Company, Association of persons or Co-Operative Society the whom any Flat/Unit in the Building is intended to be transferred by the **OWNERS** and the **DEVELOPER**.

ARTICLE-II **TITLE AND DECLARATION**

2.01 The First Party/owners hereby declare that they have good and absolute right, title and interest to the said property without any claim or any right, title or interest of any person/s claiming through or under them.

2.02 The Owners hereby undertake and assure that the Developer shall be entitled to construct and complete the Building as per sanctioned plan as agreed between the Parties hereto and after handing over the Owners' Allocation deal with the Developer's Allocation therein without any interferences from the Owners or any one of them or any other person claiming through and under them or in trust for them.

ARTICLE-III **ALLOCATION OF SHARE IN THE CONSTRUCTED BUILDING**

3.01 The Owners hereby declare that out of entire Building as per Sanction Plan of the proposed Building the Owners shall be entitled the Owners' Allocation as described in the **SECOND SCHEDULE** hereunder written including common rights of all common spaces, passages and areas, facilities, amenities, roof, staircase and landing along with proportionate

share upon the land of the said premises as described in the **FIRST SCHEDULE** hereunder written.

ARTICLE-IV **COMMENCEMENT OF WORK**

4.01 The Developer will start construction of the Building within a month from the date of sanction building plan and the Developer shall submit the sanction building plan to the Kolkata Municipal Corporation within 15 days from the date of mutation and conversion of land to Bastu in the records of B.L. & L.R.O. and all updated mutation of Kolkata Municipal Corporation. The Landowners will handover possession of the property mentioned in the **FIRST SCHEDULE** after sanction of building plan and the developer will hand over the owners' allocation /possession after completion of the building.

ARTICLE-V **TIME OF COMPLETION**

5.01 The Developer will complete the construction of proposed building and will deliver the peaceful vacant physical possession of the Owners' Allocation to the Owners within 24 months from the date of obtaining sanction of the building plan or getting possession of the scheduled property from the owners, whichever is later. In case the owners' allocation more fully described in the Second Schedule is not completed within the stipulated period a further period of 6 months shall be extended and that will be final and binding upon the parties and failure on the part of the developers, the developers shall be liable to pay damage @ Rs.5,000/- per month to each owners until the construction has been completed and allotted portion of the owners has been delivered. Time is the essence of contract and failure to

comply with the time line will allow the provision of the Specific Relief Act, the said time schedule of months is firm and final and shall strictly be adhered to, the developer shall affirm that the owner's allocation will be complete in all respect and habitable condition before handing over possession. That if the said project is required to registered as per the provisions of the RERA on that event the time schedule of the RERA approved project will be followed.

ARTICLE-VI **DEVELOPER'S RIGHT**

6.01 The Owners hereby grant right to the Developer to construct, erect and built multi-storied Building in the said premises in accordance with the said Plan to be sanctioned by the Kolkata Municipal Corporation with or any amendments and/or modifications thereto made or caused to be made by the Developer subject to the sanction obtained from the appropriate authority.

6.02 All application/Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction or modification of the Plan from the appropriate authorities shall be prepared by the Developers at their own costs and expenses and the Developer required to be paid or deposited for the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposit made by the Developer.

ARTICLE-VII **CONSIDERATION**

7.01 The Owners' Allocation at the cost of the Developer will be treated as consideration to be given to the Owners against which the Owners will

transfer the undivided proportionate share /interest of land in the said premises attributable to the Developer's Allocation.

7.02 The Owners' Allocation shall be constructed, erect and complete with good durable and standard materials as Specification as mentioned in the ARTICLE-XI hereunder written.

7.03 The Owners shall not be liable to any or contribute nor the Developer shall entitled to call upon the Owners to pay or contribute any amount or any liabilities in respect of proposed construction of Multi Storied Building upon the premises of the Land Owners herein.

ARTICLE-VIII **COMMON EXPENSES**

8.01 The expenses and cost maintaining the common parts of the building which will be borne or paid proportionately by the flat/occupiers more fully and particularly described in the **FIFTH SCHEDULE** hereunder written after giving possession of the Flats.

ARTICLE-IX **POSSESSION AND CONSTRUCTION**

9.01 It has been agreed by and between the Owners and the Developer to construct, erect and complete the said Building in the said premises. The Developer shall construct the new building at their own cost and expenses without any liability of the owners whatsoever. The Developer will be responsible for any kind of expenses, settlement in respect of their allocation

regarding shop, godown, tenant, parking, garage or any third party claim without effecting the Owners' Allocation in the First Scheduled property.

ARTICLE-X

COMMON RESTRICTION

The Owners' Allocation in the entire completed Building shall be subject to the same restrictions on transfer and use as are application to the Developer's Allocation in the Building intended for the common benefits of all occupiers of the entire completed Building which shall include the following:-

- 10.01 The Owners and the Developer or its nominee shall not use or permit to use his respective allocation in the Building or any portion thereof for carrying on any obnoxious and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazardous to the other occupiers of the new Building.
- 10.02 No Party shall demolish or permit demolish of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration or any portion thereof without the previous consent of the other.
- 10.03 Both the parties shall abide by all law, bye-laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation, and/or breach of any of the said laws, bye-laws, rules and regulations.
- 10.04 The respective Allottees shall keep the interior and exterior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceilings etc. in each of their respective allocation of the Building in good working condition and repair and in particular so as not to cause any

damage to the Building or any other spaces or accommodation therein and shall keep other occupiers of the Building indemnified from and against the consequences of breach.

10.05 No goods or other items shall be kept both the parties and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in the new Building.

10.06 No party shall throw or accumulate any dirty, rubbish waste or refuse or permit the same to be thrown or accumulate in or around the Building or in the compounds. Corridors or any portion of the Building.

ARTICLE-XI **SPEFICATION**

The construction works of the proposed building will be done as follows:-

1. R.C.C. WORKS :

For Column, Beams, Slab etc. as per Re-enforcement, Drawing, Concrete with Stone Chips Gravies, Medium Course of sand, Steel Cement ISI Mark.

2. PLASTER WORK :

All wall Plaster (Inside or Outside) and Ceiling Plaster would be with Cement/sand. Internal Walls be finished with Plaster of Paris/Putty.

3. FLOOR WORK :

Full Tiles Flooring with 4" Skirting Height.

4. DOOR :

All door frames shall be made of good quality wood with all Water proof Flush Doors will be provided. Collapsible gate on the main door

5. WINDOWS :

Aluminum Sliding Window with glass fitting with other necessary fittings will be provided.

6. **WALL :**

All external walls shall be of 200 mm thick Brick/Block Wall with Cement Plaster. Internal Partition Wall shall be 75 mm thick Brick/Block Wall with both sides Cement Plaster.

7. **LIFT AND STAIRCASE :**

Stairs will be Marble with Standard materials.

8. **WATER SUPPLY :**

Each flat shall be provided with water supply lines from concrete/PVC overhead water tank and the said overhead tank shall be filled up by plumbing water storage tank reservoir at ground level. The ground level water storage tank shall be filled by K.M.C. supply.

9. **SANITARY & PLUMBING :**

i) Septic Tank would be as per K.M.C. Specification. All Soil Pipes would be of P.V.C, properly fixed with the Wall and connected with the Septic Tank.

ii) **BATHROOM :**

Indian and English Type all would be Open with Cistern.

All Porcelain material would be of Standard make (I.S.I.) and White Colour, 2 No. of Bib-Cock and 1 No. Shower Connection would be provided. Toilet Marble finished and Wall upto 6'-0" Glazed Tiles.

iii) **KITCHEN:**

Cooking platform made by Black Stone and the adjacent wall upto 3'Ft. Glazed Tiles and one Tap Water Pipe Line on the Sink.

10 **ELECTRICITY:**

i) **COMMON POINTS :**

Common Points for Main Gate, passage surrounding the Building, Pump Room, Stair, Gate, Landing, Terrace (Copper wire with fittings).

ii) **BED ROOM :**

Light Points, Fan Points, Power Points at Board (5 Amp.), (Copper wire with fittings). A/C point in Bed Room. All Switches and Board is of standard quality.

iii) **DRAWING-DINING :**

Light Points, Fan Points, Power Points (5 Amp.) at Board. Power Point each for Television and Fridge (Copper wire with fittings).

iv) BATH ROOM :

Light Point, Exhaust fan Point (Copper Wire with fittings), One Geezer Point.

v) KITCHEN :

Light Point, Power Point (5 Amp.) at Board, Exhaust Fan Point/Chimni Point, Micro Oven Point.

vi) BALCONY :

Light Point (Copper wire with fittings)

vii) ENTRANCE OF THE FLAT :

One Door Bell Point.

11. PAINTING :

Exterior Portion of the Building would be finished with Snowchem/Weather Paint.

12. GENERAL :

All the internal approach Roads/Passages shall be of cement concreted (Jhama) and on edge of 75 mm brick point, brick boundary wall upto a height of 5'-0" with plaster.

Each flat shall have separate C.E.S.C. Meter and the cost of the same will be borne by all the Flat Owners individually. Any addition and alteration in the flat as well as any additional work, apart from this Specification shall be subject to approval of the Architect and the requisite cost shall be borne by the Owners in advance.

Maintenance of the flats and building at proportionate cost will be managed by the flat owners. Extra cost is to be paid in advance to the Developer*.

ARTICLE-XII
OWNERS' OBLIGATIONS

12.01 The Developer shall be entitled to construct and complete the new building in accordance to the sanction of the building plan without any interference or hindrance from the Owners.

12.02 During the continuance of this Agreement, the Owners will not let-out, grant lease and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the Developer.

12.03 The Owners will execute all Deeds of Conveyance for the conveying the undivided proportionate share of land relating to the Developer's Allocation to the Developer or its nominee after taking possession of the Owners' Allocation as the Owners.

12.04 The Owners will execute and registered a Development Power of Attorney in favour of (1) **MR PANNALAL CHAKRABORTY**, son of Late Makhan Lal Chakraborty, residing at 115/1, Karunamoyee Ghat Road, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (2) **MR CHANDAN KUMAR DAS**, son of Late Sukumar Das, residing at 261, Sodpur 1st Lane, Haridevpur, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas, (3) **MR BIPLAB ROY**, son of Late Ganesh Chandra Roy, residing at 28, Jiban Mohini Ghosh Park, Post Office & Police Station- Haridevpur, Kolkata -700082, District: South 24-Parganas all Partners of **PCB CONSTRUCTION**, (PAN: ABGFP0839B) a Partnership Firm having its office at 145(40), Panchanatala Road, Post Office: Paschim Putiary, Police Station- Haridevpur, Kolkata -700041, District: South 24-Parganas

authorizing them inter alia to sell, transfer, settlement the undivided proportionate share/ interest of land in the premises attributable to the Developer's Allocation and receive consideration therefore at its discretion, execute Deed of Conveyance in respect of the Developer's Allocation and present the same before the competent Registration Authority, to be a true and lawful ATTORNEY in the name and on behalf of the Principals /Owners for the purpose of development of the "said premises" on the terms and conditions mentioned therein.

- 12.05** The Owners, if required, will execute Agreement for Sale in respect of sale of undivided proportionate share of land pertaining to the Developer's Allocation and present the same before the Registration authority in respect of flats and other spaces pertaining to the Developer's Allocation for registering at the cost of the Developer and/or his nominee.
- 12.06** That the Owners/First part herein will be responsible for payment of Municipal Taxes of the Kolkata Municipal Corporation before Joint Venture Agreement.
- 12.07** The Owners with execution of this Agreement will hand over all original documents, title deeds relating to the said premises to the Developer against accountable receipt.
- 12.08** The Owners will extend all reasonable co-operation to the Developer for effecting construction of the new Building.

ARTICLE-XIII **DEVELOPER'S OBLIGATION**

- 13.01** The Developer hereby agree and covenants with the First Party to start the construction of the building in accordance with the Sanctioned Plan

and shall complete the entire construction work within 24 months from the date of sanction of Building Plan with 6 months grace period.

13.02 The Developer hereby agrees and covenants with the Owners not to violate or covenant any of the statutory provisions or rules or regulations or notifications, application for construction of the said Building and hereby agrees and undertakes to hold the Owners indemnified against all acts contravention and deviations of the Developer.

13.03 The Developer hereby agree and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Building at the said premises.

13.04 Generally construction of the building shall be completed within the period as above provided on enforcement of any new legislation or introduction of new circular or substantial cause, time may be extended.

13.05 The Developer will be responsible for any settlement for smooth construction of the building in respect of their allocation regarding shop, godown, tenant, parking, garage or any third party claim without effecting the Owners' Allocation in the First Scheduled property and also bear all expanses for municipal taxes, B.L.& R.O. tax etc.

ARTICLE-XIV
OWNERS' INDEMNITY

14.01 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocated space without any interference and/or disturbances provided the Developer perform and fulfill all the terms, conditions and obligations herein contained and/or on their part to be observed and performed.

ARTICLE-XV
DEVELOPER'S INDEMNITY

15.01 The Developer hereby undertakes to complete the construction at his own cost and to keep the Owners indemnified against all third party claims and actions out of any sort of act or commission or omission of the Developer in or relation the construction of the said building.

15.02 If during the course of construction, any person or adjacent neighbours shall take action in respect of the construction of the said Building, then in that event, the Developer shall be liable at his own costs for defending such action or proceeding and shall also be liable to pay the costs which may become payable in respect of such proceedings and for the aforesaid purpose, the Developer hereby agree to indemnify and keep the Owners indemnified at all times against all suits, actions, proceedings, costs, charges and expenses in respect thereof, but the Land Owners will co-operate with the Developer in all respect in all respect by signing all documents and also shall produce all original title deeds and documents in respect of their properties as and when so required.

15.03 That an amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid by the Developer to the Owners herein in equal 3 share of Rs. 10,00,000/- (Rupees Ten Lakh) each and out of said total amount, the developer is

paying Rs. 1,00,000/- (Rupees One Lakh) only to each landowners and rest amount of Rs. 27,00,000/- (Rupees Twenty Seven Lakh @ Rs.9,00,000/- each) will be paid at the time of handing over possession of the flats to the owners at the time of handing over possession of the Owners' Allocation in the newly constructed building.

ARTICLE-XVI
MISCELLANEOUS

- 16.01** The Owners and Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Developer and the Owners and the Parties hereto shall not constitute as an Association of the persons.
- 16.02** Any notice required to be given by the Developer shall without prejudice to any other mode or service available be deemed to have been served on the Owners if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the registered office of the Developer at his recorded address.
- 16.03** The Developer and the Owners shall mutually framed a scheme under the existing statutory rules, regulations and customs for the management and administration of the said Building and/or common parts thereof. The Owners and the Developer hereby agree to abide by all the rules and regulations of such management/society /association /holding /organization and hereby give their consent to abide by the same.

16.04 Nothing in this present shall be construed as a demise or assignment or conveyance in law by the owners of the said premises or any part thereof to the developer or in creating any right, title or interest in respect thereof to the developer save and except to commercially expose the same in terms hereof by constructing the building on the said premises and to deal with the developers allocation in the building in the manner herein stated without creating any liability, financial or otherwise whatsoever upon the owners.

ARTICLE-XVII
FORCE MAJURE CLAUSE

17.01 The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation prevented by the existence of force majeure and shall be suspended from the obligation during duration of the force majeure.

ARTICLE-XVIII
JURISDICTION

1. That if at any time disputes shall arise between the parties hereto regarding the construction and interpretation of any terms and conditions contained and touching these present or determination of any liability of any of the parties under these agreement same will be referred to a single arbitrator in case the parties agree upon, otherwise to two arbitrators one by the Developer and another by the Owners and the same shall be deemed to be reference within the meaning of The Arbitration and Conciliation Act 1996 or any statutory modification, amendment for settlement of the disputes.

THE FIRST SCHEDULE ABOVE REFERRED TO

(entire land)

ALL THAT piece and parcel of a bastu land measuring 7 Cotthas 2 Chittaks 18 Sq. Ft. of land a little more or less along with a 50 years old one storied pacca residential building standing thereon measuring 754 Sq. Ft. a little more or less (cement flooring) and asbestos shed residential construction measuring 229 Sq. Ft. (cement flooring) more or less at Mouza: Saiyadpur, Pargana : Khaspur, Touzi No. 8, J.L. No. 112, R.S. No. 28, R.S. Khatian No. 134/1 & L.R. Khatian No. 2442, 2449, 2447, R.S. & L. R. Dag No. 288, Police Station previously Behala thereafter Thakurpakur at present Haridevpur, Sub-Registry Office Alipore, District previously 24-Parganas at present South 24- Parganas, municipal premises no. 56A, Sodepur Road, Police Station- Haridevpur, Kolkata -700082, previously within Behala Municipality at present within Kolkata Municipal Corporation, Ward No. 122, Assessee No. 411221210418

TOGETHER WITH all common rights over the common passages **ALONGWITH** all easement and quasi easement rights attached thereto, entrance and exit, passages and paths, common installations, boundary and butted and bounded as follows:-

On the North by : 6J, Sodepur Road,

On the South by : Land of Sandipan Chakraborty,

On the East by : 5250 MM wide common passage,

On the West by : 232, Sodepur Road and 10, Sodepur Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Owners' allocation)

The Owners shall get 3 flats measuring 1000 Sq. Ft. super built-up area (20% Super Built Up) each on the Front (North-East) side of the building at First, Second and Third Floor in the building constructed as per sanctioned plan duly sanctioned by the K.M.C. Building Department at municipal premises no. 56A, Sodepur Road, Police Station- Haridevpur, ,Kolkata-70082, within the limits of Kolkata Municipal Corporation, Ward No. 122, District: South 24-Parganas as **OWNERS ALLOCATION** and a sum of Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid by the Developer to the Owners herein in equal 3 share of Rs. 10,00,000/- (Rupees Ten Lakh) each and out of said total amount, the developer is paying Rs. 1,00,000/- (Rupees One Lakh) each to the Landowners and rest amount of Rs. 27,00,000/- (Rupees Twenty Seven Lakh @ Rs.9,00,000/- each) will be paid at the time of handing over possession of the flats to the owners. Be it mentioned here that the Owners have jointly declared that after getting the Owners' Allocation from the Developer, they will be settled their allocation provided in Development Agreement by way of Registered Partition Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)

The Developer shall get remaining portion of the new multistoried building as "Developer' Allocation" except "Owners' Allocation" mentioned in Second Schedule written herein above together with proportionate share of land attributable with common area, facilities and amenities thereto of the said Building, which shall be ultimately conveyed by the Owners to the Developer's nominated person or persons or intending buyers.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Areas & Facilities)

1. Land on which the said building is located all easements, rights and appurtenant belonging to the said land and the building.
2. Staircase of all the floors and ultimate roof/ terrace of the building.
3. Staircase Landing of all floors.
4. Common passage and lobby on the ground floor excepting the Parking space area, if any.
5. Water Pump, Water Tank, Pipes and other common Plumbing installations.
6. Electric Space/ Rooms, Main Meters, Main Line fittings (excluding those are installed for any particular Unit/Flat).
7. Water and sewerage evacuation pipes from the Flats/ Units to drains and sewers common to the said premises.
8. Drainage and sewers and from the said building to the Municipal Drainage.
9. Pump Room/Space.
10. Boundary walls and Main Gate.
11. Ventilation Duct.
12. Such other common parts.
13. Lift, and lift machine room.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses to be borne proportionately with other Co-Owners including the Owners in the Multi Storied Building)

1. MAINTENANCE:

All expenses for clearing, sweeping, maintaining white washing, painting, repairing and replacing including the sanitary and plumbing.

2. OPERATION:

All expanses for running and operating all machineries, equipment and installation in common parts including water pump with motor and lighting the common areas if any, including the cost of repairing.

3. INSURANCE:

Insurance premium against fire, riot, strike, malicious damage, earthquake etc. risk covering the said flat and the said building.

4. MUNICIPAL LAND REVENUE AND OTHER TAXES:

Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.

5. STAFF:

The salaries of all other expenses for the staff employee or to be employed for common purpose including their Bonus, if any and other emoluments benefits.

6. FLAT OWNERS ASSOCIATION:

Establishment and all other expanses of the Association including its formation establishment and miscellaneous expanses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.

7. RESERVE:

Creating of fund for replacement, renovation and/or periodic expanses.

8. OTHER:

All other expenses and /or outgoing including litigation expenses as may be incurred by the Builder.



IN WITNESS WHEREOF the Parties hereto set and subscribe their respective hands and seals on the day, month and year hereinabove written voluntarily willfully and after going through the contents herein understanding the meaning of the same and realizing the result thereof.

SIGNED, SEALED & DELIVERED at
KOLKATA, IN THE PRESENCE OF
WITNESSES:

1. *Souvik Das*
 Advocate
 Alipore Judges' Court
 Kolkata - 700027
2. *Snehashish Muneerjee*
 Newtown, Kolkata
 700156

Drafted by me as per information supplied &
 instruction given by the parties & prepared
 in my office:

Souvik Das

Souvik Das
 Advocate.

Alipore Judges' Court
 Kolkata - 700027.

(Enrollment No. WB/593/2001).

Swastika C
S. Ghattacharya
Bhan Chakrabarty
SIGNATURE OF THE
OWNERS

PCB CONSTRUCTION

T. Rakshit
 Partner

PCB CONSTRUCTION

Charan K
 Partner

PCB CONSTRUCTION

Biplab Ray

Partner
SIGNATURE OF THE
DEVELOPER

✓

MEMORANDUM OF CONSIDERATION

Received a sum of **Rs. 3,00,000/- (Rupees Three Lakh)** from the Developers in following manners:

- 1) By cheque no. 000005 dated 24/02/2025
drawn on HDFC Bank Ltd., Hridevpur Branch
(Swastika Chakraborty) Rs.1,00,000/-
- 2) By cheque no. 000007 dated 24/02/2025
drawn on HDFC Bank Ltd., Hridevpur Branch
(Rohan Chakraborty) Rs.1,00,000/-
- 3) By cheque no. 000006 dated 24/02/2025
drawn on HDFC Bank Ltd., Hridevpur Branch
(Sandip Bhattacharya) Rs.1,00,000/-
..... Rs.3,00,000/-

Rupees Three Lakh only

WITNESS:

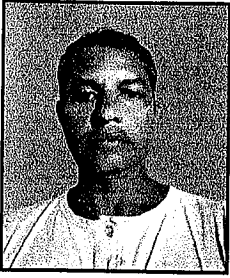
1. Souvik Das
Advocate
Alipore Judges' Court
Kolkata - 700027
2. Snehasis Mukherjee
Newtown Kolkata
700156

Swastika C
Bhattacharya
Rohan Chakraborty
**SIGNATURE OF THE
OWNERS**

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

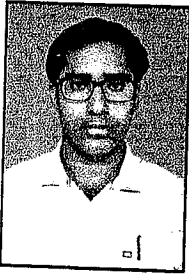
Name SWASTIKA CHAKRABORTY

Signature Swastika . c

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name SANDIP BHATTACHARYA

Signature S. Bhattacharya

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name ROHAN CHAKRABORTY

Signature Rohan Chakraborty



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name PANNA LAL CHAKRABORTY
Signature Panna Lal Chakraborty



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name CHANDAN KUMAR DAS
Signature Chandan K



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name B. I. PLABRON
Signature B. I. Plabron



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

LFB0835678



নির্বাচকের নাম : শৌভিক দাস

Elector's Name : Souvik Das

পিতার নাম : সুনীল দাস

Father's Name : Sunil Das

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : 06/06/1974
Date of Birth : 06/06/1974

Souvik Das

LFB0835678

ঠিকানা:
212ডি মুর এভিনিউ রিজেন্ট পার্ক কলকাতা 700040

Address:
2/2D MOORE AVENUE REGENT PARK
Kolkata 700040

[Signature]

Date: 11/08/2007

150-টলিগঞ্জ নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for
150-Tollygunge Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
তোলা ও একই নামের নতুন সচিব পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

1211068

Major Information of the Deed

Deed No :	I-1603-03408/2025	Date of Registration	25/02/2025
Query No / Year	1603-2000537063/2025	Office where deed is registered	
Query Date	22/02/2025 3:31:39 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SOUVIK DAS ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9051446481, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 42,21,858/-	
Stamp duty Paid (SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 3,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (in an area)		

Land Details :

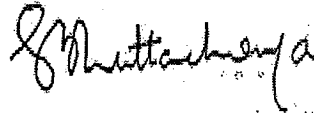
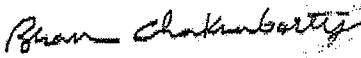
District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sodepur Road, , Premises No: 56A, , Ward No: 122 Pin Code : 800082

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	7 Katha 2 Chatak 18 Sq Ft	1/-	34,84,608/-	Width of Approach Road: 16 Ft.,
Grand Total :				11.7975Dec	1 /-	34,84,608 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	983 Sq Ft.	1/-	7,37,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 983 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		983 sq ft	1 /-	7,37,250 /-	

Land Lord Details :

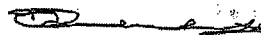
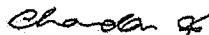
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs SWASTIKA CHAKRABORTY Wife of Mr SNEHASHISH MUKHERJEE Executed by: Self, Date of Execution: 25/02/2025 , Admitted by: Self, Date of Admission: 25/02/2025 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	25/02/2025	LTI 25/02/2025	25/02/2025	
	BHUSWARGA, GHS, CE-17, STREET NO. 208, NEWTOWN, Flat No: 102, City:- , P.O:- NEWTOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: AMxxxxxx5N, Aadhaar No: 73xxxxxxxx9978, Status :Individual, Executed by: Self, Date of Execution: 25/02/2025 , Admitted by: Self, Date of Admission: 25/02/2025 ,Place : Office			
2	Name Mr SANDIP BHATTACHARYA, (Alias: Mr SANDIP BHATTACHARJEE) Son of Late SUDHA RANJAN BHATTACHARJEE Executed by: Self, Date of Execution: 25/02/2025 , Admitted by: Self, Date of Admission: 25/02/2025 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	25/02/2025	LTI 25/02/2025	25/02/2025	
	Village:- RAJCHANDRAPUR, P.O:- GHOSHPARA, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 211227 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.: AYxxxxxx5C, Aadhaar No: 36xxxxxxxx9672, Status :Individual, Executed by: Self, Date of Execution: 25/02/2025 , Admitted by: Self, Date of Admission: 25/02/2025 ,Place : Office			
3	Name Mr ROHAN CHAKRABORTY Son of Late RAMDAS CHAKRABORTY Executed by: Self, Date of Execution: 25/02/2025 , Admitted by: Self, Date of Admission: 25/02/2025 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	25/02/2025	LTI 25/02/2025	25/02/2025	

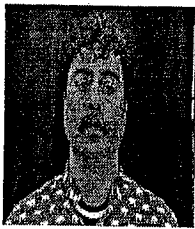
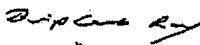
Village:- PANPARA(KEARINITOLA), P.O:- MIDNAPORE, P.S:-Kotwali
 , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu,
 Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.:: AKxxxxxx0D
 Aadhaar No: 35xxxxxxxx5740, Status :Individual, Executed by: Self, Date of Execution:
 25/02/2025
 , Admitted by: Self, Date of Admission: 25/02/2025 ,Place : Office

Developer Details :

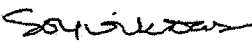
Sl No	Name,Address,Photo,Finger print and Signature
1	PCB CONSTRUCTION 145(40), Panchanantala Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ABxxxxxx9B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PANNALAL CHAKRABORTY (Presentant) Son of Late MAKHANLAL CHAKRABORTY Date of Execution - 25/02/2025, , Admitted by: Self, Date of Admission: 25/02/2025, Place of Admission of Execution: Office	 Feb 25 2025 11:13AM	 LTI 25/02/2025 Captured	 25/02/2025
2	Name	Photo	Finger Print	Signature
	Mr CHANDAN KUMAR DAS Son of Late SUKUMAR SUKUMAR Date of Execution - 25/02/2025, , Admitted by: Self, Date of Admission: 25/02/2025, Place of Admission of Execution: Office	 Feb 25 2025 11:14AM	 LTI 25/02/2025 Captured	 25/02/2025
115/1, Karunamayee Ghat Road, City:- , P.O:- HARIDDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: AExxxxxx7N, Aadhaar No: 61xxxxxxxx0772 Status : Representative, Representative of : PCB CONSTRUCTION (as PARTNER)				
261, Sodepur 1st Lane, City:- , P.O:- HARIDDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: AHxxxxxx5D, Aadhaar No: 52xxxxxxxx4827 Status : Representative, Representative of : PCB CONSTRUCTION (as PARTNER)				

Name	Photo	Finger Print	Signature
Mr BIPLAB ROY Son of Late GANESH CHANDRA ROY Date of Execution - 25/02/2025, , Admitted by: Self, Date of Admission: 25/02/2025, Place of Admission of Execution: Office	 Feb 25 2025 11:14AM	 LTI 25/02/2025	 25/02/2025
28, JIBAN MOHONI GHOSH PARK, City:- , P.O:- HARIDDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AVxxxxxx0P, Aadhaar No: 60xxxxxxxx1879 Status : Representative, Representative of : PCB CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOUVIK DAS Son of Late SUNIL KUMAR DAS ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 25/02/2025	 25/02/2025	 25/02/2025
Identifier Of Mrs SWASTIKA CHAKRABORTY, Mr SANDIP BHATTACHARYA, Mr ROHAN CHAKRABORTY, Mr PANNALAL CHAKRABORTY, Mr CHANDAN KUMAR DAS, Mr BIPLAB ROY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs SWASTIKA CHAKRABORTY	PCB CONSTRUCTION-3.9325 Dec
2	Mr SANDIP BHATTACHARYA	PCB CONSTRUCTION-3.9325 Dec
3	Mr ROHAN CHAKRABORTY	PCB CONSTRUCTION-3.9325 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs SWASTIKA CHAKRABORTY	PCB CONSTRUCTION-327.66666700 Sq Ft
2	Mr SANDIP BHATTACHARYA	PCB CONSTRUCTION-327.66666700 Sq Ft
3	Mr ROHAN CHAKRABORTY	PCB CONSTRUCTION-327.66666700 Sq Ft

Endorsement For Deed Number : I - 160303408 / 2025

On 25-02-2025

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 10:56 hrs on 25-02-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr PANNALAL CHAKRABORTY .

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 42,21,858/-

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

Execution is admitted on 25/02/2025 by 1. Mrs SWASTIKA CHAKRABORTY, Wife of Mr SNEHASHISH MUKHERJEE, BHUSWARGA, GHS, CE-17, STREET NO. 208, NEWTOWN, Flat No: 102, P.O: NEWTOWN, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession House wife, 2. Mr SANDIP BHATTACHARYA, Alias Mr SANDIP BHATTACHARJEE, Son of Late SUDHA RANJAN BHATTACHARJEE, P.O: GHOSH PARA, Thana: Bally, , Howrah, WEST BENGAL, India, PIN - 211227, by caste Hindu, by Profession Service, 3. Mr ROHAN CHAKRABORTY, Son of Late RAMDAS CHAKRABORTY, P.O: MIDNAPORE, Thana: Kotwali, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Professionals Indetified by Mr SOUVIK DAS, , , Son of Late SUNIL KUMAR DAS, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 25-02-2025 by Mr PANNALAL CHAKRABORTY, PARTNER, PCB CONSTRUCTION (Partnership Firm), 145(40), Panchanantala Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Indetified by Mr SOUVIK DAS, , , Son of Late SUNIL KUMAR DAS, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 25-02-2025 by Mr CHANDAN KUMAR DAS, PARTNER, PCB CONSTRUCTION (Partnership Firm), 145(40), Panchanantala Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Indetified by Mr SOUVIK DAS, , , Son of Late SUNIL KUMAR DAS, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 25-02-2025 by Mr BIPLAB ROY, PARTNER, PCB CONSTRUCTION (Partnership Firm), 145 (40), Panchanantala Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Indetified by Mr SOUVIK DAS, , , Son of Late SUNIL KUMAR DAS, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,053.00/- (B = Rs 3,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 3,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/02/2025 8:00PM with Govt. Ref. No: 192024250419203898 on 24-02-2025, Amount Rs: 3,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9255965596037 on 24-02-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11212, Amount: Rs.100.00/-, Date of Purchase: 18/02/2025, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/02/2025 8:00PM with Govt. Ref. No: 192024250419203898 on 24-02-2025, Amount Rs: 6,921/-, Bank: SBI EPay (SBlePay), Ref. No. 9255965596037 on 24-02-2025, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1603-2025, Page from 86380 to 86426
being No 160303408 for the year 2025.**



Dhar

Digitally signed by Debasish Dhar
Date: 2025.02.25 17:00:27 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 25/02/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.