

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

H 010464

Triffed that the document is admitted to erified that the document is admitted to the signature sheets with sheets arrached with sheets are the part of this document. District Sub-Registrar-V Alipore, South 24 Parganas 24 JAN-2022

JOINT VENTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 24th Day of THOUGAND and TWENTY-TWO JANUARY

BETWEEN

MUKHERJEE having (1)SRI DEBABRATA (PAN NO: COCPM4452G), (AADHAR NO - 5252 6228 4654), (MOBILE NO - 9874447161), Son of Late Kamal Kumar Mukherjee, by Faith -Hindu, by Occupation - Business, by Nationality - Indian.

.......CONTD. PAGE "2"

2 4 JAN 2022

20323

Realty India put co

238 NSC BOSE Rel

Stamp Vendor Alipore Police Court South 24 Per Met " Ps. Netaji naper 161-40

IOW MIGHT

-2 (divis "

20323 Or 52001- 1 me fine hornsand only



SOUTH 24 PGS, ALIPORE 510 519 Saram yadan

P. P. Rd. Bansdrown

- (2) SRI SUBRATA MUKHERJEE having (PAN NO: CGYPM8938H), (AADHAR NO: 7056 4585 6398), (MOBILE: 8910131496), Son of Late Kamal Kumar Mukherjee, by Faith Hindu, by Occupation Business, by Nationality Indian, both are residing at 100C, Raja Subodh Chandra Mullick Road, Post Office Naktala, Police Station Netaji Nagar, Kolkata. 700047.
- (3) SRI ANIMESH MUKHERJEE having (PAN NO: ATZPM9621), (AADHAR NO: 7488 4922 5550), (MOBILE NO: 8910055401)
 Son of Late Anil Kumar Mukherjee, by Faith Hindu, by Occupation Business, by Nationality Indian and
- (4) SRI ALOKE MUKHERJEE having (PAN NO: BJHPM2982E), (AADHAR NO: 2943 4420 3395), (MOBILE NO: 9163690932], Son of Late Anil Kumar Mukherjee, by Faith Hindu, by Occupation Business, by Nationality Indian, both are residing at 100B, Raja Subodh Chandra Mullick Road, Post Office Naktala, Police Station Netaji Nagar, Kolkata 700047, hereinafter jointly called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heir/s, executors, administrator/s, representative/s, successor/s, nominee/s and assign/s) of the FIRST PART:

A N D

PABA REALTY INDIA PRIVATE LIMITED, (PAN:AAKCP2886Q) (CIN:U70109WB2019PTC229693) A company registered under Companies Act 1956 and having its registered office at 238, NSC Bose Road, Swati Garden, Netaji Nagar, P.O. Regent Park, P.S. -

Netaji Nagar, Kolkata - 700040, represented by one of its Directors MR. BANDHAR LAL DAS (PAN:AJDPD8616R), (AADHAR NO. 9830 5658 7184), (MOBILE NO: 9830022152), S/o Late Binit Lal Das, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, Residing at Swati Apartment, Flat No- 1H, 238, N.S.C. Bose Road, Near Agriculture Office, Kolkata 700040, hereinafter referred to as the PROMOTER / DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, in office, Successors-in-interest and/or executors, administrators, assigns its respective heirs executors administrators legal representatives and assigns of the SECOND PART.

WHEREAS one Kamal Mukherjee, since decease, by a registered Deed of Partition dated 28th January, 1975 became the sole and absolute OWNERS in respect of ALL THAT piece and parcel of message, tenement, hereditament and land measuring 2 Cottahs 0 Chittaks 0 Sq. Feet be the same a little more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi, No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation. The said deed of Partition was duly executed and registered in the office of District, Sub: Registrar at Alipore in Book No. 1, Volume No. 37, Pages from 87 to 102, being Deed No. 532, for the year 1975.

AND WHEREAS the said Kamal Kumar Mukherjee while thus seized and possessed of or otherwise sufficiently entitled to the aforesaid property as sole and absolute OWNERS thereof to the exclusion of others, died intestate on 22nd March, 2011 leaving behind him surviving his wife Smt. Arati Mukherjee, two daughters namely Smt. Rinku Bhattachaijee, Smt. Iti Das and two sons namely Sri Debabrata Mukherjee and Sri Subrata Mukheijee who jointly inherited in equal shares the aforesaid property as co-OWNERS thereof left by the said Kamal Kumar Mukherjee.

AND WHEREAS after taking possession of the aforesaid property, the said Smt. Arati Mukherjee, wife of Late Kamal Kumar Mukherjee, Smt. Rinku Bhattacharjee, wife of Sri Kishori Mohan Bhattacharjee, daughter of Late Kamal Kumar Mukherjee and Smt. Iti Das wife of Sri Kamal Das, daughter of Late Kamal Kumar Mukherjee were the OWNERS of undivided 3/5th share of right, title, interest in ALL THAT piece and 'parcel of land measuring more or less 864 Sq. ft. equivalent to 1 Cottah 3 Chittaks and 11 Sq. ft out of 2 Cottahs more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward, No. 100, Borough X of the Kolkata municipal Corporation.

AND WHEREAS being in natural love and affection, the said Smt. Arati Mukherjee. Smt. Rinku Bhattachaijee and Smt. Iti Das jointly gifted ALL THAT piece and parcel of land 864 Sq. ft.

equivalent to 1 Kattah 3 Chittaks and 11 Sq. ft. out of 2 Cottahs more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No, .28, :Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structure standing thereon, lying situate and being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata Municipal Corporation unto and in favour of Sri Debabrata Mukherjee and Sri Subrata Mukherjee the Vendors herein by virtue of a Deed of Gift, which was registered in the office of Addl. District Sub-Registrar Alipore and recorded in Book No. 1, Volume No. 1605-2016, Page from 113789 to 113810, Being No. 160504191, for the year 2016.

AND WHEREAS while the said Deed of Gift, the Sri Debabrata Mukherjee (LAND OWNERS No. 1 herein) and Sri Subrata Mukherjee (LAND OWNERS No. 2 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said total bastu land measuring 2 Cottahs 00 Chittack and 00 Sq. ft. together with structure standing thereon more or less without any interruption or hindrances from others.

AND WHEREAS being urgent need of money said Sri Debabrata Mukherjee (LAND OWNERS no. 1 herein) and Sri Subrata Mukherjee (LAND OWNERS no. 2 herein) have sold, transferred, conveyed of ALL THAT piece and parcel of undivided Bastu land and structure measuring 100 square feet be the same a

little more or less out of total Bastu land measuring 2 Cottahs more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon. lying situated at being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata, municipal- Corporation 24-Parganas in favour of Sri Animesh Mukherjee (Land OWNERS no. 3 herein) in the District of South and Sri Aloke Mukherjee (Land OWNERS no. 4 herein) by way of a registered Deed of Sale registered on 29th December 2016 before the office of District Sub-Registrar-1 at Alipore and recorded in Book No. 1, Volume No. 1601-2016, Page from 116765 to 116785, being No. 160103887 for the year 2016.

AND WHEREAS while the said Deed of Sale, the Sri Animesh Mukherjee (LAND OWNERS No. 3 herein) and Sri Aloke Mukherjee (LAND OWNERS No. 4 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said undivided land measuring 100 Square Feet more or less without any interruption or hindrances from others.

AND WHEREAS One Anil Kumar Mukherjee, since deceased, by a registered deed of Partition dated 22nd November, 1962 became the sole and absolute OWNERS in respect of ALL THAT piece and parcel of message, tenement, hereditament and land admeasuring 6 Cottahs 3 Chittaks 23 sqft. be the same a little more or less comprised in Mouza - Baishnabghata, Pargana

7

Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100C, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation. The said deed of Partition was duly executed and registered in the office of District Sub-Registrar at Alipore in Book No. 1, Volume No. 67, Pages from 286 to 287, being Deed No. 4666, for the year 1962.

and whereas the said Anil Kumar Mukherjee while thus seized and possessed of or otherwise sufficiently entitled to the aforesaid properly as sole and absolute OWNERS thereof to the exclusion of others, died intestate on 10.01.2004 leaving behind him surviving his two sons namely Sri Animesh Mukherjee and Sri Aloke Mukherjee who jointly inherited in equal shares the aforesaid property as co-OWNERS thereof left by the said Anil Kumar Mukherjee.

and whereas after taking possession of the aforesaid property, the said Sri Animesh Mukherjee and Aloke Mukherjee, both sons of Late Anil Kumar Mukherjee ALL THAT piece and parcel of message, tenement, hereditament and land admeasuring 6 Cottahs 3 Chittaks 23 sq. ft. be the same a little more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100C, Raja Subodh Chandra Mullick Road, P.S.

Netaji Nagar, Kolkata- 700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation.

AND WHEREAS while the said inherited property, the Sri Animesh Mukherjee (Land OWNERS no. 3 herein) and Sri Aloke Mukherjee (Land OWNERS no. 4 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said total bastu land measuring 06 Cottahs 03 Chittaks and 23 Sq. ft. together with structure standing thereon more or less without any interruption or hindrances from others.

AND WHEREAS being urgent need of money said Sri Animesh Mukherjee (Land OWNERS no. 3 herein) and Sri Aloke Mukherjee (Land OWNERS no. 4 herein) have sold, transferred, conveyed of ALL THAT piece and parcel of undivided Bastu land and structure measuring 100 square feet be the same a little more or less out of total Bastu land measuring 06 Cottahs 03 Chattak and 23 more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11 J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100С, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24-Parganas in favour of Sri Debabrata Mukherjee (LAND OWNERS No. 1 herein) and Sri Subrata Mukherjee (LAND OWNERS No. 2 herein) by way of a registered Deed of Sale registered on 30th December, 2016 before the office of District Sub-Registrar-I at Alipore and recorded in Book No. I,

Volume No. 1601-2016. Page from 116786 to 116805, being No. 160103899 for the year 2016.

AND WHEREAS while the said Deed of Sale, the Sri Debabrata Mukherjee (LAND OWNERS No.1 herein) and Sri Subrata Mukherjee (LAND OWNERS No.2 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said undivided land measuring 100 Square Feet more or without any interruption or hindrances from others.

AND WHEREAS the said two plots are adjacent with each other and are free from all encumbrances, charges, liens, mortgage and/or any other nature of attachments whatsoever and have no acquisition or requisition or any case both in Civil or Criminal nature is/are pending in the respective learned Court(s) or elsewhere in respect of the said two property/ premises and the said two premises are presently under the possession of the said OWNERS No. 1, 2, 3, & 4 herein respectively no one else had or has any right, title or interest and claim whatsoever and or howsoever in respect of the said two property/Premises and the all property/premises free encumbrances, are said attachments, liens, charges and/or claims and still in possession and enjoyment continued by the such OWNERS No. 1, 2, 3, & 4 herein.

AND WHEREAS in course of enjoying the said two properties the said OWNERS herein namely (1) SRI DEBABRATA

MUKHERJEE, (2) 3RI SUBRATA MUKHERJEE, (3) SRI ANIMESH MUKHERJEE and (4) SRI ALOKE MUKHERJEE being absolute OWNERS of their respective property for better use and enjoyment of their 'respective properties on the basis in amicable settlement by and between all the parties are and both the parties herein have jointly decided to Amalgamate their respective plots into a single land.

and whereas for the above reason and for implementation of their said desire the said OWNERS herein jointly or duly Amalgamated the said two properties into a single K.M.C. Premises being No. 100C, Raja Subodh Chandra Mullick Road. P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24-Parganas.

AND WHEREAS the said (1) SRI DEBABRATA MUKHERJEE, (2) SRI SUBRATA MUKHERJEE, (3) SRI ANIMESH MUKHERJEE and (4) SRI ALOKE MUKHERJEE became the joint OWNERS of the said land and building standing thereon and recorded their names in the office of the Kolkata Municipal Corporation (Jadavpur Unit) and the said land and building standing thereon became known and numbered as Premises No. 100C, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24- Parganas.

ANO WHEREAS now the said property is free from all encumbrances, charges, liens, mortgage and/or any other nature. of attachments whatsoever and have no acquisition or requisition

or any case pending both in Civil or criminal nature in the respective learned Court(s) or elsewhere in respect of the said property/ premises which is more fully and particularly described in the SCHEDULE "A" written hereunder the said premises is presently under the absolute joint of the said OWNERS of the First Part herein namely (1) SRI DEBABRATA MUKHERJEE, (2) SRI SUBRATA MUKHERJEE, (3) SRI ANIMESH MUKHERJEE and (4) SRI ALOKE MUKHERJEE no one else had or has any right, title or interest or claim whatsoever and or howsoever in respect of the said Premises and the sad premises is free from all encumbrances, attachments, liens, charges and/or claims and still in possession and enjoyment continued by the said OWNERS of the First Part herein.

and whereas presently due to some personal problems the said OWNERS herein jointly intend to develop the said property by constructing a multi storied building in Accordance with the Building Plan prepared by a Technical Person and duly approved by the K.M.C. for their better beneficial use of residential accommodation and other purpose/s after taking will necessary permissions which is/are will be required for effecting their said intension but due to insufficient technical know-how, experience and man power and finance, the said OWNERS herein realized their inability proceed with the matter and to implement their such desire and intension and thereby with a view to develop the said land and to construct a building with modern amenities and facilities, consisting of several flats / shop / car parking/other space/s etc. as per the Sanetion of Building Plan and for this the

said **OWNERS** herein were searching for a suitable, solvent and experienced Developer and/or builder who will invest his/her/it's own financial resources having good man power, experience and technical knowledge for smooth implementation of the said project on the said land as more fully and particularly described in the Sehedule- A written hereunder.

and intension of the said OWNERS herein from a reliable source, the said Developer of the Second Part herein approached the said OWNERS and offered to develop the said K.M.C. premises No. 100C, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24-Parganas for construction of a multi storied building as sanetioned by the K.M.C. at The entire costs, expenses, technical knowledge, Engineer, architect, etc. of the Developer and being satisfied on such with the said OWNERS herein the said Developer of the Second Part herein agreed to develop the said by Constructing a multi storied building as will be said by the K.M.C. and both the parties herein have agree to make the proposed project viable under certain terms and conditions as mentioned herein below.

AND WHEREAS at or before execution of this Agreement the said OWNERS of the First Part herein have jointly and solemnly represented and assured the said Developer of the Second Part as follows:-

THAT the said OWNERS of the First Part herein jointly have full and absolute authority and/or there is/are no :bar/legal barrier otherwise to enter upon this Agreement.

THAT accept the said OWNERS nobody else has got any right, title, interest Claim or demand of any nature whatsoever and howsoever over the said premises and/or any part thereof.

THAT there is/are no notice of acquisition and requisition or any case or preceding both in Civil and in Criminal Nature is/are pending in the respective Court(s) or elsewhere upon the said premises or any part thereof.

THAT the said OWNERS had/ have not entered into any Agreement, transfer, lease, Development Agreement or otherwise for any purpose regarding the said premises or any part thereof. THAT the said premises is free from all encumbrances, charges, liens, lispendences, attachments whatsoever and howsoever.

THAT there is no proceeding under the Public Demand Act against the said OWNERS in respect of the said premises.

AND WHEREAS relying upon the said assurances made by the said OWNERS of the First Part Developer of the Second Part have agreed to enter into this Agreement with the said OWNERS in terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH that both the parties hereto have jointly agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder Unless excluded by or repugnant to the subject and/or context shall have the following meaning:

ARTICLE NO.1 : DEFINITION

Unless in this presence it is repugnant to or inconsistent therewith:

- shall mean : (I) SRI DEBABRATA. 1.1 OWNERS MUKHERJEE, Son of Late Kamal Kumar Mukherjee, (2) SRI SUBRATA MUKHERJEE, Son of Late Kamal Kumar Mukherjee, both are residing at 100C, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, (3) SRI ANIMESH MUKHERJEE, Son of Late Anil Kumar Mukherjee, and [4] SRI ALOKE MUKHERJEE having ", Son of Late Anil Kumar Mukherjee, all are residing at 100B, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata -700047 . District - 24 Parganas, (SOUTH) which includes their respective legal heirs, executors, administrators, successors, legal representatives and/or permitted assigns.
- 1.2 DEVELOPER PABA REALTY INEIA PRIVATE
 LIMITED, A company registered under Companies Act
 1956 and having its registered office at 238, NSC Bose

Road, Swati Garden, Netaji Nagar, P.O – Regent Park, P.S. – Netaji Nagar, Kolkata 700040, represented by one of its Directors MR. BANDHAN LAL DAS, S/o Late Binit Lal Das, by Nationality- Indian, by Religion – Hindu, by Occupation – Business, Residing at Swati Apartment, Flat No- IH, 238, N.S.C. Bose Road, Near Agriculture Office, Kolkata 700040, P.O: REGENT PARK P.S: NETAJI NAGAR which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, in office, Successors-in-interest and/or executors. administrators, assigns its respective heirs executors administrators legal representatives and assigns.

- premises of 100C, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata 700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24-Parganas, more fully and particularly described as schedule "A" to be appeared hereunder.
- BUILDING shall mean the partly G+III and G+IV storied building to be constructed at the said premises in accordance with the plan as to be sanctioned by the Kolkata Municipal Corporation and/or appropriate authority.

FACILITIES AND AMENITIES -COMMGN 1.5 corridors, stairways, roof passage ways, include driveways, pump, pump room, if any and overhead and underground water reservoir, water pump and motor and other facilities which will be mutually agreed upon between the parties and required the enjoyment, provisions, establishment, location, maintenance and/or management of the building or the buildings which remain exclusive property of the developer and the OWNERS in proportionate share as stated hereunder.

I.6 **SALEABLE SPACE** - shall mean the space in the building and/or buildings available for independent use and occupation after making due provisions for common facilities and the space required thereof save and except the OWNERS' allocation.

1.7 OWNERS ALLGCATION - Owners' allocation

and

shall

mean Two flats On the FiRST OR SECOND FLOOR on the NORTH side of the proposed building jointly measuring and not exceeding I225 square super built up area in total and one car parking space on the ground floor of the allotted flats and Owners' allocation

shall mean

2

3

Bul

•

Two flats on the FIRST OR SECOND FLOOR on the NORTH side of the proposed building jointly measuring not exceeding 1700 square feet super built up area with two car parking space on the ground floor of the allotted flats and also the area to be allotted to the tenants/occupier of the said premises as per agreements to be entered by the developer at its sole discretion.

- DEVELOPER'S ALLOCATION mean the shail 1.8 area after providing the OWNERS' constructed allocation of the building proposed to be constructed at the said premises together with the proportionate right, facilities title and interest in common the amenities including the right to use thereon at the said upon construction of the building together premises with the absolute right on the part of the developer to enter into an agreement for sale, transfer, lease, rent or in any way encumber to deal with the same as absolute OWNERS thereof.
- ARCHITECT/ENGINEER: shall mean "M/S ARCHISN WORK" of 02 LAKE ROAD, KOLKATA: 700 026 who have been appointed by the Developer as CONSULTANT for the commercial exploitation of the premises as aforementioned.

- 1.10 **TRANSFER**:- shall mean person/firm/limited company/association and/or persons to whom any space of the building has been transferred.
- 1.11 UNIT OR SPACE FOR ALLOCATION: shall mean the super built -up space in the building available for occupation by the transferees.
- 1.12 Words importing singular shall include plural and vice versa.
- shall gender importing masculine Words 1.13 genders likewise and neuter feminine include genders include feminine Importing words masculine and neuter genders and similarly word s importing neuter gender shall include masculine and feminine genders.

ARTICLE :- "CGMMENCEMENT "

2.1 This agreement shall be deemed to have been commenced on and with effect from the date of Sanction of the plan by THE KOLKATA MUNICIPAL CORPORATION or the date of receiving vacant and peaceful possession of the property from the OWNERS whichever is later.

ARTICLE - III OWNES' RIOHTS AND REPRESENTATIONS

7

- The OWNERS and their tenants are the sole occupier and 3.1° absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and have agreed to make over and deliver the peaceful possession thereof to the Developer simultaneously with the execution of this agreement together with the right to construct a building as per sanctioned plan to be issued by the Kolkata Municipal Corporation for the purpose of development on the terms and conditions as hereinafter appearing. That the said property is free from all encumbrance's charges, lien, attachment, trust, acquisition or requisition whatsoever or howsoever and the OWNERS has a marketable title in respect of the said premises and will be bound to show the same/ arrange to obtain and show on demand from KMC and/or any other agency and banks and loan giving institutions at their own costs and expenses.
- 3.3 Nobody except the OWNERS have any claim, right, title and/or demand in respect of said property and/or any portion thereof.
- 3.4 The OWNERS have a good, clear, absolute, marketable title to enter into this agreement with the Developer.
- 3.5 No notice of acquisition or requisition have been received or served upon the OWNERS or they have any knowledge or

are aware of any such notice or orders of acquisition or requisition in respect of the said property or any part thereof.

- 3.6 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulation) Act 1976. Being land and land with structure as the section 27(1) has been struck down by the Hon'ble Supreme Court.
- 3.7 There is no bar, legal or otherwise, for OWNERS to obtain the certificate under section 230A of the Indian Income Tax Act 1961 and other consents and permission that may be required for the said purpose.
- 3.8 That there is no suit or proceeding pending regarding the title in respect of the said property or any part thereof.
- 3.9 The OWNER'S name has been mutated in the books and records of Kolkata Municipal Corporation and other authorities at their own costs and expenses.
- 3.10 Any qualified technical person duly appointed by the owners or the owner themselves may visit the site and construction and inspect the owners' allocation from time to time or at all times and object and/or give stop or der to the construction of work there in if found deviation I or any addition alteration or found usage of sub-standard materials, work there in if found deviation I or any addition alteration or found usage of substandard materials.

3.11 The Developer is entering into this Agreement relying on the aforesaid representations and/or assurances and the documents (Xerox copies) provided by the OWNERS made and/or obtained on the part of the OWNERS and acting on the faith thereof.

ARTICLE IV - DEVELOPER'S RIGHTS & OBLIGATIONS

- 4.0 The **OWNERS** hereby grant subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the proposed building on the said plot of land and to commercially exploit the same by entering into an agreement for sale and/or transfer in respect of the developer's allocation in accordance with the plan sanctioned by the Kolkata Municipal Corporation with or without amendment and/or modification made, caused by the Developer in accordance with Kolkata Municipal Corporation's rules and regulations.
- 4.1 That the Developer shall have the exclusive right to make construction on the said premises in accordance with the said plan to be sanctioned by the Kolkata Municipal Corporation without any interference or obstructions on the part of the OWNERS or any of their representatives.
- 4.2 Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in law by the

OWNERS of the said premises or any part thereof to the developer or creating any right title or interest in respect there of the Developer other than an exclusive license to the Developer for development and to deal with the Developer's allocation in the building to be constructed there on in the manner and subject to the terms hereinafter stated.

- 4.3 The developer have formulated one "OWN YOUR OWN FLAT" scheme where developer will nominate person/persons willing to purchase one flat/unit/car-parking space/commercial space at an agreed price from the DEVELOPER through an AGREEMENT POR SALE in respect to the Developer's allocation and the OWNERS will not object to transfer the undivided PROPORTIONATE SHARE OF LAND attributable to the respective flat/unit/car-parking space/commercial space making due payments by the said INTENDING PURCHASER. The Developer will receive the said part of consideration amount of the said proportionate share of land for and on behalf of the OWNERS included in their flat cost in lieu of the proportionate cost of construction and allied expenses and consideration amount and shifting charges spent incurred for the OWNERS as well as the OWNERS' ALLOCATION in the said building.
- 4.4 The Developer will nominate purchase/purchases willing to purchase Flat/Flats, unit/units godown/godowns parking/os along with proportionate share of said land and proportionate share of all amenities and facilities and all common will enter into an agreement for sell and the OWNERS will be bound to

transfer and made a conveyance at a price already agreed by the intending purchaser/s. The developer will collect this money as a reimbursement for construction for the OWNER'S allocation.

- 4.5 Time is the essence of this contract and the Developer will have to construct and complete the owners' allocation and hand over their possession within a period of 18 (eighteen) months from the date of receiving the construction water connection after sanction of the plan but to subject to force majeure conditions and supply of electricity and will mutate the owners' allocation in the name of the owners in the books and records of the Kolkata Municipal Corporation at his cost and expenses.
- 4.6 That the developer will follow all the basic rules for a good construction and will adhere to the sanctioned plan and its elevation with best quality materials and proper supervision and will construct and complete owners' allocation strictly as per the sanctioned plan without any addition and alteration and or deviation from the aforementioned sanctioned plan.
- 4.7 It is specifically agreed by the developer that he will construct and complete the building as an agent of the owners and/or their nominees, inheritors, heirs or permitted assigns and will not do any act, deed or things to the contrary of the interest of the owners or which may cause hindrance to the peaceful occupation and/or enjoyment of the owners' allocation by the owners or their relatives, men, agent or the nominees and also

to deal with their share of the property to alienate, encumber the same by giving rent, lease, license to stay or dispose the same by Deed of sale or in any way they may deem fit and proper and any contrary step of the developer will be considered as a serious breach of this contract and the owners may take civil, criminal or both actions against him for such illegal action on his part in accordance with law in the appropriate court having jurisdiction in Alipore and Kolkata High Court.

- 4.8 The developer will have to pay all the taxes and outgoings in respect of the said premises for the land and the constructed building during pendency of this agreement till the mutation is completed and land owners will not bear any tax after entering this development agreement till the owners' allocation is handed over with complete habitable condition.
- 4.9 Be it mentioned that if the project period is elongated beyond the period as aforestated without any valid reason and specifically due to negligence and/or financial stringency of the developer and in such case the developer have to compensate the owners by paying 10,000/- rupees per month over and above the receivables by the owners in their premises. Rs. 2000/- will be added to the aforestated compensation in a recurring manner in each subsequent month.
- 4.10 Immediate after obtaining the sanctioned plan, the developer has to provide a Xerox copy of the same clearly demarcated the allocation by delineating the position of the <u>Owners of the</u>

FIRST PART by red border and the position of Owners of the SECOND PART by green border.

- 4.11 The developer has to use the best quality building materials which need to be certified by the appointed Architect of the project through regular, periodic inspection and the developer have to remove the rejected materials immediately after rejection from site at his own costs and expenses.
- 4.12 The owner will have the First Priority for getting possession First before any other intending purchasers.
- 4.13 The Developer should be liable/responsible regarding the safety of the laborer's working at the site during the course of construction.
- 4.14 The Developer shall be liable/responsible to rehabilitate/compensate the tenants and the owners will not be liable/responsible in any manner whatsoever.

4.15 The develop shall install electric meters of the owners only at his own cost.

ARTICLE V - DEPOSITS & APARTMENT CONSIDERATION

5.1 That in consideration of the OWNERS having agreed to permit the developer to commercially exploit the said premises and construct, erect and built the building on the

TR IN ME

said plot of land in accordance with the plan to be submitted to the Kolkata Municipal Corporation and/or any revised plan and also to sell and/or transfer the appropriate share of land attributable to the Developer's allocation in the proposes building in favour of the Developer or his nominee or nominee or nominees, the Developer agrees as follows:

- 5.2 (a) To pay cost of supervision of the development and construction of the OWNERS' allocation in the proposed building.
 - (b) To bear all costs, charges, expenses for construction of the building at the said premises.
 - (c) The aforesaid shall construe the apparent consideration for grant of right of Developer and for commercially exploitation of the proposed building by the developer.

ARTICLE VI PROCEDURE

6.1 The OWNERS shall grant in favour of the developer and/or its nominee or nominees a registered general power of Attorney as per the provisions of the existing law after providing required stamp duty for their own allotment to assist the Developer or its nominee or nominees for construction and completion of the proposed building and also to enter into an agreement for sale with the prospective allotted of the

developer's allocation and also to execute and register the appropriate deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building the cost of construction of the Developer's allocation of the proposed building from the respective allocation of the proposed building from the respective allotted. And also to do all other acts, deeds and things as may be found necessary by the Developer for commercially exploitation of the proposed building.

ARTICLE VII - POSSESSION

- 7. 1 That the OWNERS shall simultaneously with the execution of this agreement deliver the possession in respect of the said property to enable the developer to take the necessary measurements and/or do the other needful like soil testing etc. necessary for the sanction of the plan construct and complete the proposed building and for commercial exploitation of the same.
- 7. 2 That the Developer shall immediately on and from the date of the sanction of the plan, will be entitled to commence the construction of the proposed building in terms of the said sanctioned plan on the said plot of land.

ARTICLE VIII - SPACE ALLOCATION



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name DEGABRATA NUKHERJEE

Signature Debatrola Muzheries



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name Subrata Mukherjee.



	Thumb	1st finger	middle linger	nng finger	small finger
left hand		The state of the s			
right hand					88.00

- The OWNERS shall on completion of the building take 8.1 possession of the OWNERS' allocation together with all rights in common and facilities and amenities as specified herein and the OWNERS will not be obliged to pay with respect to the specified F.A.R OF THE OWNERS' ALLOCATION unless deviated from the specifications of the construction as detailed hereafter. The developer shall be exclusively entitled to the Developer's allocation exclusive right to transfer or deal with or dispose of the same without any right, claim or interest therein whatsoever of the OWNERS and they shall not in any way interfere with or disturb the quiet and peaceful possession by the developer of the developer's allocation and no further consent shall be required from them and this agreement by itself shall be the consent of the OWNERS.
- 8.2 The OWNERS have agreed to join and / or execute and / or be the confirming party as may be found necessary by the Developer of the proportionate share of land inclusive of share of the common use and facilities corresponding to the Developer's allocation in the propose building and the OWNERS also agrees to execute Deed of conveyance or conveyance for such transfer in favour of the Developer or his nominee or nominees Subject to receiving his allocation with full and final satisfaction. Until and unless the OWNERS' allocation be handed over and the liquidated amount be paid in time, the Developer shall not register the documents in favour of intending purchaser/purchasers for his/his

allocation prior to hand over the OWNERS' allocation and payment of the consideration amount.

ARTICLE IX - BUILDING

- 9.1 The Developer shall at his own cost construct, erect and complete the building and all common facilities and amenities at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architect from time to time within a period of 24 months from the date of sanction of the plan by THE KOLKATA MUNICIPAL CORPORATION.
- 9.2 Subject as aforesaid to the decision of the architect regarding the quality of the materials, shall be final and binding over the parties provided, however the OWNERS or his authorized agent will represent the OWNERS not below the rank of any graduate civil engineer to look after, check and/or verify the construction on behalf of the OWNERS if so desired by them.
- 9.3 That the Developer shall install, erect the said building at his own cost as per the specification and drawing provided by the architect necessary water storage tank, overhead reservoir, pump, and other facilities including electrification save and except the permanent electric connection at the said premises which is to be arranged by the Developer on payment and/or deposit of requisite fees by the OWNERS to

the CESC of their respective share in terms of area to be occupied by them inclusive of the car parking area.

- 9.4 It has further been agreed between the parties that in case the Developer can not complete the said building within the stipulated time, The developer will be bound to pay a sum of Rs. 10.000/- per month for the delayed period which has been fixed to be six months if he is found responsible for such delay which has been agreed upon by and between the parties herein.
- 9.5 All other charges, expenses, including architect's fees and cost of building materials shall be paid by the developer.

ARTICLE X COMMON FACILITIES

- 10.1 The Developer shall pay and the OWNERS shall not bear any property taxes and other outgoing in respect of the said property from the date of delivery of possession of the said property until the completion of the building and delivery of possession to the OWNERS.
- 10.2 Soon after the building is completed, the Developer shall give written notice to the OWNERS to take possession of the OWNERS' allocation of the proposed building and the OWNERS shall within 15 days from the date thereof shall take possession of the said OWNERS' allocation.

- 10.3 The OWNERS and the developer shall punctually and regularly pay their respective portion of the rates and taxes to the concerned authorities on completion of the building.
- 10.5. As and from the date of service of notice of possession to the OWNERS and/or persons in occupation of OWNERS' allocation or portion thereof shall be liable to proportionately with other CO-OWNERS' / occupiers and shall forthwith pay on demand to the developer the proportionate service charges for the common facilities in the said building payable in respect of the OWNERS' allocation which includes proportionate share of taxes, light, sanitation repair and renewal charges for bill collections and management of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical equipment other electrical and mechanical installations, appliances, corridors, passageways, and other common facilities whatsoever as may be mutually agreed from time to time provided that if any additional maintenance or a repair required, The OWNERS and or the person/s in occupation thereof shall be exclusively liable to pay and bear the additional and/or maintenance and/or repair charges as the case may be. Any transfer of any part of the OWNERS' allocation in the new building shall be subject to the same provisions to that of the Developer.

- 10.6 Should the OWNERS and/or the person or persons in occupation of OWNERS' allocation or portion or portions thereof fail to pay any amount payable in respect of the said rates or service charges for the common facilities within fifteen days of demand in that behalf the OWNERS and/or the person or persons in occupation of OWNERS' allocation or part or parts thereof shall be liable to pay interest on the amount outstanding at the highest rate of bank interest per annum from the 1st due date of such payment.
- 10.7 The OWNERS shall not do any act deed or thing whereby the Developer shall be prevented from constructing and completing and/or do any other act relating to the said building in so far the Developer abides by the terms and conditions and true spirit of this document.
- 10.8 As and from the date of completion of the new building the Developer and/or his transferees shall each be liable to pay and bear proportionate charges on account of Wealth tax and other taxes payable in respect of their respective allocation.
- 10.9 There is no existing agreement regarding the development or sale of the said premises and that all other arrangements, if any prior to this agreement have been cancelled and are being superseded by this agreement.

ARTICLE - XI - COMMON RESTRICTIONS:

- The OWNERS' allocation in the building shall be subject to the same restrictions on transfer and use as are applicable to be Developer's allocation in the said building.
- 11.2 Neither of the parties shall transfer, convey let out, mortgage, grant or lease in respect of their respective allocation unless:
- a) such party shall have observed and performed all terms and conditions on his/her their or its respective part to be observed and performed.
- b) the proposed Transferee shall have to give a written undertaking to be bound by the terms and conditions hereof and to duly and promptly in relations to the area in his/her their/its possession.
- 11.3 Both parties shall abide by all laws, bye-laws, rules and restrictions as may be imposed by the Government local bodies as the case may be and shall attend to answer and be responsible for deviation, violation and/or breach of any/of the said laws, bye-laws, rules and regulations.
- 11.4 The allottee or allottees shall keep the interior and walls of his /her /their its respective allotment or allotments clean and harmless as also sewers, drains, oldes and other



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name ALONE MUKHERJEE
Signature Aloke Mukhuze

			-
1	9	9	
	ě		
	A		

	Thumb	1st finger	middle linger	ring tinger	small linger
left hand					
right hand					

Name BANDHAN LAL DAS
Signature Bu u Sal

PHOTO

	Thumb	1st linger	middle finger	ring finger	small finger
left hand					
right hand	1.				

fittings and fixtures and appurtenances and floor and ceiling etc. in such of his /her /their its respective allocations in the new building in good working conditions and repair and in particular so as not to cause any damage to the building or any part there of or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

- Neither party shall do or / cause permit to be done any act or thing which may render void or voidable any insurance of the building of any part thereof shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 11.6 No goods or other items shall be kept by the OWNERS/DEVELOPER for display or otherwise in the corridors or other parts or places of common use in the building for free movement in the corridor and other places of common use in the building.
- 11.7 Neither party shall throw or accumulate any dirt, rubbish waste of refuse or permit the same to be thrown or accumulated in or about the new building and / or premises. save and except in the course of normal use of the same.

ARTICLE-XII - OWNER'S OBLIGATION

- 12.1 The OWNERS hereby agrees and covenant with the developer not to cause any interference or hindrance in the matter of construction and doing any other work in respect of the said building at the said premises by the developer subject to however the developer's compliance with and / or acting in consonance in this agreement.
- 12.2 The OWNERS hereby agree and covenant with the developer not to do any act or deed or thing whereby the developer may be prevented from selling, assigning and /or disposing of any of the developer's allocated portion in the building or at the said property, subject to developer complying with the terms and conditions of this agreements.

ARTICLE - XIII - OWNER'S INDEMNITY

13.1 The OWNERS hereby undertakes that the Developer shall be entitled to the said Developer's allocation and shall enjoy the said allocation without any interference and / or disturbance provided that the developer performs and fulfils all the terms and conditions herein contained and on its part to be observed and performed.

ARTICLE - XIV - DEVELOPER'S INDEMNITY

- 14.1 The developer hereby undertakes to keep the OWNERS indemnified against all third-party claims and actions arising out of any act or commission or omission by the developer in or relating to the construction of the said building.
- 14.2 The Developer hereby undertakes to keep the OWNERS indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or in the matter of construction of the said building.

ARTICLE - XV - TITLE

15.1 The original Title Deeds in respect of the said premises during the continuation of the Agreement shall be kept with the Developer.

ARTICLE - XVI - MISCELLANEOUS

16.1 The ultimate roof of the building shall exclusively belong to the ultimate OWNERS and/or residents of the said building and any further construction if feasible shall belong to the Developer only.

- 16.2 It is understood that from time to time to facilitate construction of the building by the developer various deeds, matter and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relative to which specified provisions may not have been mentioned herein, the OWNERS hereby undertakes to do all such acts, deed s matter and things that may be reasonably required to be done in the matter and OWNERS shall execute any such additional power of Attorney and/or authorisation as may be required by the Developer for the purpose and the OWNERS 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 on the rights of the OWNERS and/or go against the spirit of this agreement and the common law.
- 16.3 Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served on the OWNERS if delivered by hand and duly acknowledged or sent by pre-paid registered post with acknowledgement due and be deemed to have been served on the OWNERS and likewise if delivered by hand duly acknowledged or sent by prepaid registered post with acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have

been served on the Developer if sent by the Registered office of the Developer.

- 16.5 The name of the building shall be "VARADA MOANA" as per the discretion of the DEVELOPER.
- 16.5 As and from the date of completion of the new building, the Developer and/or his /her their/its transferees shall each be liable to pay and bear proportionate charges on account of Wealth tax and other taxes payable in respect of their respective allocation.

There is no existing agreement regarding the development or sale of the said premises and that all other arrangements, if any prior to this agreement have been cancelled and are being superseded by this agreement.

ARTICLE - XVII - FORCE MAJEURE

- 17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 17.2 Force majeure shall mean flood, earthquake, riot, war, pandemic, epidemic, storm tempest, civil commotion, strike,

lockout and or any other act or commission beyond the control of the parties hereto.

- 18. After preparation of the draft deed agreement, the terms being heard by the OWNERS on all terms and conditions and signed by them.
- 19. This Agreement has been entered into at 100C RAJAS C MULLICK ROAD, Kolkata 700 047 and the courts at Kolkata within the ordinary original civil jurisdiction shall alone have the Jurisdiction to entertain try and determine all actions suits and proceedings under this Agreement and there will be no arbitration and the right of objection for both the parties will be restriced specific performance of contract.

SCHEDULE OF THE PROPERTY " A " (ABOVE REFERRED TO)

ALL THAT piece or parcel of Bastu land measuring more or less 8 Cottah 3 Chattak 23 Square feet along with multiple pucca structure measuring about 1700 square feet and multiple tile shed structure measuring 1800 square feet comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 100C, Raja Subodh Chandra Mullick Road, P.S. Netaji Nagar, Kolkata - 700047 within the limits of Ward No. 100, Borough X of the Kolkata

municipal Corporation in the District of South 24- Parganas butted and bounded as follows

ON the East :- 12' feet wide common passage;

ON the West :- Premises No. 96, Raja S. C. Mullick

Road (Sudakshina Housing Estate - B

ON the South - Putul Park (Baishnabghata)

ON the North :- Premises No. 99, 100D & 100A/3,

Raja S.C. Mullick Road;

OR HOWSOEVER :- The same may be butted & bounded /

described identified and distinguished.

IN WITNESS WHERE-OF the PARTIES here unto set and subscribed their hands and seals on this RA TH Day of JANUARY and the year 2022 first above written.

SIGNED, SEALED AND DELIVERED BY THE IN THE PRESENCE OF WITNESSES : -

- 1) Debatorate Muchanger
- 2) Subrala Mukharjee 3) Animeth Muchongre

1. Rayosh Kumad Panaleso 26 A. Jalin Bas Abrad P.S. Toley gung e Kolkali-Todo 29

Drafted & Prepared

By Me

Enrolment No. Alpere Police Court Rebets-700 027 W # -425 / 1979

٠.:

FOURTH SCHEDULE ABOVE REFERRED TO

- 1. **BUILDING**: R.C.C. STRUCTURE WITH SUITABLE FOUNDATION AND R.C.C. ROOF WITH NEW BUILDING MATERIALS WILL BE PROVIDED. 8" THICK EXTERNAL BRICK WORK, 5" ON PARTITION WALLS BETWEEN TWO FLATS AND STAIR CASE/5" OR 3" AS INTERNAL PARTITION WALLS WILL BE PROVIDED. PLASTER WILL BE PROVIDED WITH CEMENT SAND RATIO AS SPECIFIED IN CODES ON BRICK SURFACES EXCEPT ON MACHINE BRICKS, IF USED AS ELEVATION TREATMENT.
- 2. DOOR FRAMES: WOODEN DOOR FRAMES MADE OF GOOD QUALITY WOOD WITH 4" x 3" SECTION FOR MAIN DOOR, 3"x3" FOR BED ROOMS AND 3"x2.5" FOR BATHROOM, KITCHEN AND VARANDA. Anodized aluminum WINDOWS WILL BE PROVIDED WITH SUITABLE DESIGN AND GLAZING AS SUGGESTED BY THE ARCHITECT. IRON GRILLS WILL BE PROVIDED ACCORDING TO THE APPROVED DESIGN BUT NOT EXCEEDING 1.4KG OF IRON PER SQ.FT.
- 3. **ELECTRICALS** CONCEAL ELECTRICAL WIRING WILL BE PROVIDED WITH 1/18.3/22,3/20,7/20 or EQUIVALENT MULTI CORE COPPER WIRE OF GOOD

QUALITY.A SEPERATE CIRCUIT OF POWERLINES WILL BE PROVIDED WITH INDICATOR AND ONE FUSE IN EACH UNIT TOTAL 12 NOS OF 5AMP POINTS AND 2 NOS OF 15 AMP POINTS AND ONE AC POINT WILL BE PROVIDED IN EACH FLAT.

ONE LIGHT POINT IN EACH STAIR, ONE AT MOUNTI ROOF, ONE IN ENTRANCE AND TWO LIGHT POINTS AND COMPOUND LIGHTING WILL BE PROVIDED.

ALL THE PURCHASERS OF THE BUILDING WILL BEAR THE PROPORTIONATE SHARE OF THE DEPOSITS AND OTHEER EXPENSES FOR THE INSTALLATION OF THE NEW CONNECTION TO CATER THE ELECTRICAL LOAD REQUIEREMENTS OF THE NEW BUILDING INCLUSIVE THE COST OF THE INDIVIDUAL METER AND SECURITY EXPENSES AND/OR DEPOSITS THEREOF SAVE AND EXCEPT THE OWNERS WHO WILL DISCONNECT HIS METER AT HIS OWN EXPENSES AND WILL REINSTALL THE SAME AND THE DEVELOPER WILL NOT PAY ANY EXPENSES FOR THE SAME.

4. **KITCHEN**: - KITCHEN SHELF (ONE), TABLE NOT EXCEEDING 6'-0" IN LENGTH AND TILES NOT EXCEEDING 2.5'-0" HIGH BUILT IN BLACK/GREEN STONE, SINK WILL BE PROVIDED WITH ONE EXHAUST FAN FACILITY. (FAN WILL BE FIXED AT THE COST OF

INTENDING PURCHASER / OWNERS @ 1500/-RUPEES)

- 5. **VERANDAH** :- 3' HIGH MASONARY RAILING WILL BE PROVIDED IN VARANDAH AND NO IRON GRILLS WILL BE PROVIDED.
- 6. FLOORING: THE ENTIRE FLOOR WILL BE MADE OF 2'X2' VITRIFIED TILES. ALL THE INNER SURFACES WILL BE PLASTER OF PARIS FINISH AND FLOORS MAY BE MADE OF MARBLE/CERAMIC TILES.(WHITE)
- 7. BATH ROOM/S :- BATH ROOM WILL BE FINISHED WITH GLAZED TILES UP-TO 6'-0" HIGH ON WALLS FROM FLOOR WITH ONE GUJRAT MADE BASIN (COLOUR) IN COMMON BATH ROOM, ONE SHOWER ONE PILLAR COCK AND TWO BIB COCKS WITH white PORCEALIN COMODE AND RELIANCE BRAND (white) PLASTIC CYSTERN. ONE PLAIN white BASIN WITHOUT STAND WILL BE PROVIDED IN THE DRAWING CUM DINING PLACE.
- 8. PAINTS :- TWO COATS OF WOOD PRIMER WILL BE PROVIDED OVER SYNTHETIC ENAMEL ON ALL WOODEN SURFACE TWO COATS OF CEMENT BASED PAINT WILL BE PROVIDED ON EXTERIOR WALLS.

- 9. FITTINGS & FIXTURES :- ALL DOORS AND WINDOW FITTINGS AND FIXTURES WILL BE MADE OF ANODIZED ALUMINIUM. A COLLAPSIBLE GATE WILL BE PROVIDED AT THE MAIN DOOR OF THE FLAT.
- 10. WATER ARRANGEMENTS: UNDER GROUND RECERVOIR WITH MUNICIPAL WATER CONNECTION AND OVERHEAD WATER TANK OF SUITABLE SIZE WILL BE PROVIDED WITH PUMP AND MOTOR AND DEEP TUBEWELL MAY BE PROVIDED AFTER REALISATION OF THE COST FROM THE INTENDING PURCHASERS.
- 11. ELECTRIC METER: A SEPERATE ELECTRIC METER WILL BE PROVIDED TO EACH FLAT AT THE COST AS AFOREMENTIONED. THREE PHASE METER WILL BE PROVIDED FOR PUMP COMMON LIGHTING AND STAIR AND DARWAN ROOM ALONG WITH COMPOUND LIGHTING AND THE COST WILL BE REALISED FROM ALL FLAT OWNERS/ULTIMATE OCCUPIERS. M.C.B BOX WILL BE PROVIDED IN THE DISTRIBUTION SYSTEM.
- 12. LIFT: A FOUR/FIVE passenger lift will be provided.



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

GRN Details

GRN:

192021220168596701

GRN Date:

23/01/2022 22:01:01

BRN:

74183464

Payment Status:

Successful

Online Payment

Bank/Gateway:

Payment Mode:

ICICI Bank

BRN Date:

23/01/2022 22:01:30

Payment Ref. No:

2000180442/2/2022

[Query No/*/Query Year]

Depositor Betails

Depositor's Name:

PABA REALTY INDIA PVT LTD

Address:

238 NSC BOSE ROAD NETAJI NAGAR

Mobile:

9830022152

Depositor Status:

Buyer/Claimants

Query No:

2000180442

Applicant's Name:

Mr RAJESH KUMAR YADAV

Identification No:

2000180442/2/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

SI. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000180442/2/2022	Property Registration-Stamp duty	0030-02-103-003-02	35020
2	2000180442/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	35041

THIRTY FIVE THOUSAND FORTY ONE ONLY. IN WORDS:







190

- জাকর পরিচয়ের প্রমাণ, নাগরিকতের প্রমাণ নয়।
- 💷 পরিচয়ের প্রথাণ অনলক্ষে অথেশ্টিকেশন ধার। প্রাপ্ত করুন।

INFORMATION

- Aachaar is proof of Identity, not of citizenship.
- To establish identity, authenticate online.





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকালা।

১০০এ/৪, আর.এস.সি মলিক সোত্ত,

নাক্তবা, বংক্তবা, কোদকাতা,

विकारक, 700047

Address:

(00A/4, R.S.C MULLICK ROAD, NAKTALA, Naktala

S.O. Naktala, Kolketa, West

Bengal, 700047









आयकर विमाग

INCOME TAX DEPARTMENT

SUBRATA MUKHERJEE

KAMAL KUMAR MUKHERJEE

01/03/1969

Juniorett Augsaul für also

CGYPM8938H

Intrata Hillinger

भारत सरकार GOVT OF INDIA





इस कार्ड हो खोने / याने पर कृषणा कृषित करें / जीवस्' । अन्यकर पैन सेवा इकाई, एन एस जी एस इ की मंजित, मंत्री स्टर्लिंग, प्लॉट न, 341, सर्वे मं. 991/8 मोक्स काशोगी, कीप बंगला चौक के पास पुर्ण --413 016.

If this card is lost / someone's lost card is found, please inform / neture to :
Income Tax PAN Services Unit, NSDL
56: Boor, Manuf. Starling,
Plot No. 341, Survey No. 997/8.
Model Colony, Near Deep Sungalow Chowk,
Pune — 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 9081 e-mail: timinfo@madl.co.in



आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT OF INDIA

ALOKE MUKHERJEE ANIL MUKHERJEE

25/03/1955 Perminent Account Number

BJHPM2982E

Aluna

Signature





इस कार्ड के खोने / यामे पर कृपया सूचित करें / लीटाएं अवकर पेन संबाधकाई, एन एस दें! एस सीसरी मंजील, सकायर चेंबर्स, इनेर टेसिफोन एक्स्पेंज के भजदीक, बानेर पुना —411045

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDE
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Page - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 c-mail: timinfo@asdi.co.in

आयकर विमाग INCOME TAX DEPARTMENT



मारत सरकार GOVT. OF INDIA

म्बानी लेखा संख्या करते Permanent Associat Number Card

AAKCP2886Q

PARA REALTY INDIA PRIVATE



25092030

Freque / rea of some 08/01/2019

क्षेत्र कार्य के कोगे/पाने वर कृतका सुवित को/क्षेत्रक्र)

कारणा है। केश कार्या, पर गूल के एन चीमी क्षीता, रही स्टॉर्डर, स्टॉर में, उंडर, स्टॉर में, 197/8, स्टिस्ट मार्टिस, देव समात क्षेत्र के पान, 31- C11 DIA

If this could be first / normanne is fout could be found, please inflorm / return to ;

Income Tax PAN Services Unit, MSDL 4th Floor, Maren Sterling, Plot No. 341, Survey No. 907/8, Model Colony, New Deep Burgalow Chowk, Pune: 4(1 016.

Tel 91-20-2721 8080, that 91-70-2721 8081 to-mail: 000050(31-11-000)

PABAREALTY INDIA PVT LTD

Bul W 328

(DIRECTOR)

आयकर विमाग INCOME TAX DEPARTMENT

भारत सरकार GOVT OF INDIA

BANDHAH LAL DAS

BINIT LAL DAS

13/10/1988

Appears Number

AJDPEGGOST

Budler led Day

Signature



Bu w In

इस कर्ज के कोने/पाने पर कृपका श्रुवित करें/लीवारे उस्तवस्य देश सेवा इकतो, ६२ एव से ६२ ं में परिता, मेरी स्टरिंग, प्लॉड में, 341, को में, 997/4, मोराम फानोनी, दीर फंसत बीढ़ के क्ल. gft - 411 016.

F this word in him/amorate's had cook to flower, please inflows / remove as :

Income Tax PAN Services Unit, NEDL 5th Floor, Mantri Stering, Plot No. 341, therety No. 3978, Model Colons, New Dasp Bungslow Choose, Pener - 443 650.

(C) (M) (M)

Major Information of the Deed

Remarks	Received Rs. 50/- (FIFTY only) area)		the assement slip.(Urban			
Rs. 40,020/- (Article:48(g))	-	Rs. 53/- (Article:E, E)				
Stampduty Pald(SD)		Registration Fee Paid				
Rs. 3/-		Rs. 2,31,33,256/-				
Sat Forth value		Market Value				
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other then Immo Declaration [No of Declaration				
Transaction		Additional Transaction				
Applicant Name, Address & Other Details RAJESH KUMAR YADAV ALIPORE POLICE COURT, BENGAL, Mobile No.: 9433		T,Thana : Alipore, District : South 24-Parganas, WEST 33378878, Status :Solicitor firm				
Query No / Year 1630-2000180442/2022 Query Date 18/01/2022 4:41:59 PM		Office where deed is registered 1630-2000180442/2022				
						eed No : [-1630-00550/2022

Land Details:

District: South 24-Pargenas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Read: Raja S. C. Mullick Road, , Premises No: 100C, , Ward No: 100 Pin Code : 700047

Sch No	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		8 Katha 3 Chatak 23 Sq Ft	1/-	2,14,99,756/-	Width of Approach Road: 12 Ft.,
	Grand	Total:			13.5621Dec	1/-	214,99,756 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (in Rs.)	Market value (in Re.)	Other Details
S1	On Land L1	1700 Sq Ft.	1/-	11,47,500/-	Structure Type: Structure
S2	On Land L1	1800 Sq Ft.	1/-	4,86,000/-	Structure Type: Structure

Land Lord Details:

1	Name	Photo	Finger Print	Signature			
	Debabrata Mukherjee Son of Late Kamal Kumar Mukherjee Executed hy: Ssif, Date of Execution: 24/01/2022 , Admitted by: Self, Date of Admission: 24/01/2022 ,Place : Office			Debabrela Munhinger			
		24/05/2022	24/01/2022	24/01/2022			
	24-Parganas, West Bengal, I Citizen of: India, PAN No.:: Executed by: Self, Date of E , Admitted by: Self, Date of	India, PIN:- 70 COxxxxxx2G, A xecution: 24/0 Admission: 24/	0047 Sex: Maie, E Nadhaar No: 52xx 1/2022 /01/2022 ,Place :	tala, P.S:-Regent Park, District:-Sout By Caste: Hindu, Occupation: Busines: xxxxxx4654, Status :Individual, Office			
2	Name	Photo	Finger Print	Signature			
	Subrata Mukherjee Son of Late Kamal Kumar Mukherjee Executed by: Self, Dats of Execution: 24/01/2022 , Admitted by: Self, Date of Admission: 24/01/2022 ,Place : Office	1200		Subrida Nukharja			
		24/01/2022	LTI 24/01/2022	24/01/2022			
	100C, Raja Subodh Chandra Mulicik Road, City:-, P.O:- Naktala, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CGxxxxxx8H, Aadhaer No: 70xxxxxxxx6398, Status:Individual, Executed by: Self, Date of Execution: 24/01/2022, Place: Office						
	Name	Photo	Finger Print	Signature			
3	Animesh Mukherjee Son of Late Anil Kuma Mukherjee	A		Animela MurchenJeo			
•	Executed by: Self, Date of Execution: 24/01/2022, Admitted by: Self, Date of Admission: 24/01/2022, Place: Office	MAN					
3	Executed by: Self, Date of Execution: 24/01/2022, Admitted by: Self, Date of Admission: 24/01/2022, Place	2AI01/2022	LT1 24/01/2022	24/01/2022			

Name	Photo	Finger Print	Signature
Aloke Mukherjee Son of Late Anii Ku Mukherjee Executed hy: Self, Dat Execution: 24/01/202; , Admitted by: Self, Dat Admission: 24/01/202; : Office	te of 2 ate of		Alokekwehreis
	24/0 W2022	LTI 24/01/2022	Z4/01/2022

100B, Raja Subodh Chandra Mullcik Road, City:- , P.O:- Naktala, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN: - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BJxxxxxx2E, Aadhaar No: 29xxxxxxxx3395, Status :Individual,

Executed by: Self, Date of Execution: 24/01/2022

, Admitted by: Self, Date of Admission: 24/01/2022 , Place: Office

Developer Details :

SI No	Name, Address, Photo, Fingsr print and Signature
ı .	PABA REALTY INDIA PRIVATE LIMITED 238, NSC BOSE ROAD, SWATI GARDEN, City:-, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24- Parganas, West Bengal, India, PIN:- 700040, PAN No.:: AAXXXXXX6Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	BANDHAN LAL DAS (Presentant) Son of Late BINIT LAL DAS Date of Execution - 24/01/2022, Admitted by: Self, Date of Admission: 24/01/2022, Place of Admission of Execution: Office	A		Bu W So
		Jan 24 2022 2:45PM	LTI 24/01/2072	24/01/2022

Identifier Details:

Name	Photo	Finger Print	Signature
RAJESH KUMAR YADAV Son of SIA SARAM YADAV 9, 2ND LANE , VIDYASAGAR PARK, City:- , P.O:- BANSDRONI, P.S:- Bansdroni, District:-South 24-Parganas. West Bengal, India, PIN:- 700070			Rojesh kn. zadar
	24/01/2022	24/01/2022	24/01/2022

7 ransfer of property for L1						
SI.No	From	To. with area (Name-Area)				
1	Debabrata Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-3.39052 Dec				
2	Subrata Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-3.39052 Dec				
3	Anlmesh Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-3.39052 Dec				
4	Aloke Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-3.39052 Dec				
Trans	er of property for S1					
SI,No	From	To, with area (Name-Area)				
1	Debabrata Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-425.00000000 Sq Ft				
2	Subrata Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-425.00000000 Sq Ft				
3	Animesh Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-425.00000000 Sq Ft				
4	Aloke Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-425.00000000 Sq Ft				
Transi	er of property for \$2					
SI.No	From	To, with area (Name-Area)				
1	Debabrata Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-450.00000000 Sq Ft				
2	Subrata Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-450.00000000 Sq Ft				
3	Anlmesh Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-450.00000000 Sq Ft				
4	Aloke Mukherjee	PABA REALTY INDIA PRIVATE LIMITED-450,00000000 Sq Ft				

Endorsement For Deed Number: 1 - 163000550 / 2022

On 24-01-2622

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

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

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

Presented for registration at 13:30 hrs on 24-01-2022, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by BANDHAN LAL DAS ,.

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 2,31,33,256/-

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

Execution is admitted on 24/01/2022 by 1. Debabrata Mukherjee, Son of Late Kamal Kumar Mukherjee, 100C, Raja Subodh Chandra Mullolk Road, P.O: Naktala, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 2. Subrate Mukherjee. Son of Late Kamal Kumar Mukherjee, 100C, Raja Subodh Chandra Mulloik Road, P.O: Naktala, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 3. Animesh Mukherjee, Son of Late Anil Kuma Mukherjee, 100B, Raja Subodh Chandra Mulloik Road, P.O: Naktala, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 4. Aloke Mukherjee, Son of Late Anil Kumar Mukherjee, 100B, Raja Subodh Chandra Mulloik Road, P.O: Naktala, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by RAJESH KUMAR YADAV, , , Son of SIA SARAM YADAV, 9, 2NB LANE , VIDYASAGAR PARK, P.O. BANSDRONI, Thana: Bansdroni, , South 24-Perganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by profession Business

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

Execution is admitted on 24-01-2022 by BANDHAN LAL DAS, DIRECTOR, PABA REALTY INDIA PRIVATE LIMITED, 238, NSC BOSE ROAD, SWATI GARDEN, City:-, P.O;- REGENT PARK, P.S;-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by RAJESH KUMAR YADAV, . , Son of SiA SARAM YADAV, 9, 2ND LANE , VIDYASAGAR PARK, P.O: BANSDRONI, Thana: Bansdroni, . South 24-Parganas, WEST BENGAL, India, PiN - 700070, by caste Hindu, by profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W8 Online on 23/01/2022 10:02PM with Govt. Ref. No: 192021220168596701 on 23-01-2022, Amount Rs: 21/-, Benk: ICICI Bank (ICIC00000006), Ref. No. 74183464 on 23-01-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 20323, Amount: Rs.5,000/-, Date of Purchase: 24/01/2022. Vendor namo: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. et WB Online on 23/01/2022 10:02PM with Govt. Ref. No: 192021220168596701 on 23-01-2022, Amount Rs: 35,020/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 74183464 on 23-01-2022, Head of Account 0030-02-103-003-02

Rita Lepcha

1/2

DISTRICT SUB-REGISTRAR
DFFICE OF THE D.S.R. - V SOUTH 24PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume нumber 1630-2022, Page from 34861 to 34929

being No 163000550 for the year 2022.



Digitally signed by RITA LEPCHA DAS Date: 2022.02.11 15:22:06 +05:30 Reason: Digital Signing of Deed.

(Rita Lepcha) 2022/02/11 03:22:06 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.