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सारतीय/रोस/न्यायिक



INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signodure encorsement sheets extended with this document are the part of this document.

District Seb-Registrar-II Alipore, South 24 Parganas

5 YUE 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this 2nd day of August, 2019
(Two Thousand and Nineteen) of the Christian Era.

BETWEEN

Aboll.

MOUSUMI GHOSH LICENSED STAMP VENDOR KOLKATA REGISTRATION OFFICE



District Sub-Register-II
Alipore, South 24 Parganosi

Samaresh Das 5/0 Somesh Ch. Das Advocale High Court Calculta.

02/00/2010 QUELY NO. - 1002000 1200000 .

- 2 AUG 2019

PRADIP SETH (PAN-ALGPS2565R), son of Nemai Seth, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 82/1, Raja Ram Mohan Roy Road, P.O.. Paschim Putiary, P.S. Behala, Kolkata- 700041, hereinafter called and referred to as the <u>OWNER/VENDOR</u> (which term or expression unless excluded by or repugnant to the context shall mean and include his heirs, successors, administrators, executors, legal representatives and assigns) of the <u>FIRST PART</u>.

AND

M/S. AKSHARAM DEVELOPERS (PAN-ABNFA5872A)a partnership firm having its office at 413, Panchanantala Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata- 700041, West Bengal, represented by its Partners namely (1) SRI DEBASHISH BANERJEE (PAN-AMOPB3741K), son of Dilip Kumar Banerjee, by faith- Hindu, by occupation- Business, residing at 37, Panchanantala Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata- 700041 and (2) SMT. ANINDITA BOSE ALIAS ANINDITA CHAKRABORTY (PAN- AVOPB2648A), wife of Pratik Chakraborty, by faith- Hindu, by occupation- Business, residing at 8/2, Bhattacharjee Para Lane, Ramrajatala, P.O. Santragachi, P.S. Chatterjeehat, District- Howrah, Pin- 711104, hereinafter called and referred to as the DEVELOPER (which term or expression unless excluded by or repugnant to the context shall mean and include its successors-in-office, executors, legal representatives and assigns) of the SECOND PART.

WHEREAS one Dhirendra Kumar Pal was the sole and absolute owner of the R.S. Dag No. 1196 under R.S. Khatian No. 297 at



District Sub-Register-B Alipore, South 24 Pargrames

~ 2 AUG 2019

Mouza- Paschim Putiari, J.L. No.26, R.S. No. 275, Touzi No.18, Pargana Magura area of Land 67 decimal within the Police Station- Thakurpukur, District- South 24 Parganas and possessed the same without any obstruction hindrance from any concern whatsoever.

AND WHEREAS said Dhirendra Kumar Pal gifted his son Pushpa Kanti Pal land area measuring more or less 54 decimal out of total land area 67 decimal in R.S. Dag No. 1196(part) under R.S. Khatian No. 297 at Mouza- Paschim Putiari, J.L. No.26, R.S. No. 275, Touzi No.18, Pargana Magura by a registered gift Deed which was registered in the Office of Sub-Registrar Alipore in Book No.I, volume No.90, Pages from 10 to 13, being No.8230 for the year 1973 dated on 22.08.1973 and possessed and occupied the same without any obstruction hindrance from any corner for long time.

AND WHEREAS said Pushpa Kanti Pal sold and transferred piece and parcel of land measuring 11 Cottah 4 Chittacks out of total land area 54 decimal in R.S. Dag No. 1196 (part) under R.S. Khatian No. 297 at Mouza- Paschim Putiari, J.L. No. 26, R.S. No. 275, Touzi No.18, Pargana- Magura by a registered Deed of Conveyance which was registered in the Office of District Sub-Registrar, Alipore in Book No.I, Volume No.307, being No. 17194 for the year 1985 dated 23.12.1985 and handed over the right, title and possession of the same in favour of (1) Sri Bimal Gomes, son of Late Jacob Gomes, (2) Smt. Asha Gomes wife of Sri Bimal Gomes, both are residing at Paschim Putiary, P.S. R.C. Thakurani, Village Ramchandrapur, P.S. Thakurpukur,

Kolkata- 700104 for ever and accordingly has become the absolute joint owners of the said land and mutated their names with the proper authority concerned and has been paying rents the panchayet Khajna and taxes, impositions and outgoings in their names as such absolute owners thereof free from all sorts encumbrances attachments liens, charges and liabilities whatsoever more fully and particularly mentioned and described in the Schedule thereunder and hereunder written and hereinafter for the sake of brevity and to avoid prolixity referred to as the said property inter alia.

and whereas Sri Bimal Gomes and Smt. Asha Gomes as joint owners therein decide to sell & transfer all that the said pieces & parcel of land measuring about 5 Cottahs 10 Chittacks 00 sq. ft. more or less bastu land in the records of the L.R. Parcha together with messuages tenements & hereditaments standing thereon with right of ingress egress comprised in Mouza-Paschim Putiary, J.L. No.26, R.S. No.275, Touzi no. 18, appertaining to Khatian no. 297, comprised in the Dag No. 1196(Part) under Joka 1 No. Gram Panchayet, P.S. Thakurpukur, in the District of South 24 Parganas morefully described below the schedule stated thereunder free from all encumbrances, charges, liens, lispendens, trust, acquisition & requisition, claims & demands whatsoever or howsoever.

AND WHEREAS the intending Purchaser Sri Pradip Seth has expressed his desire to purchase from Sri Bimal Gomes and Smt.

Asha Gomes as the Vendors therein all that the said piece and parcel of bastu land admeasuring 5 Cottahs 10 Chittacks more

or less together with messuages, tenements and hereditaments standing thereon with right of ingress and egress over the said Mouza-Paschim Putiary, J.L. No. 26, R.S. No. 275, Touzi No. 18, appertaining to Khatian No. 297, comprised in the Dag No. 1196(part) under Joka 1 No. Gram Panchayet, P.S. Thakurpukur in the District of 24 Parganas (South) Sub-Registry Office at Behala.

AND WHEREAS in view of what is stated hereinabove and relying on the aforesaid representations and believing the same to be true and correct Sri Pradip Seth the Purchaser therein has agreed to Purchase and Sri Bimal Gomes and Smt. Asha Gomes as the Vendors therein have agreed to transfer by way of Sale ALL THAT the said piece and parcel of Bastu land under being part of Mouza- Paschim Putiary, J.L. No. 26, R.S. No. 275, Touzi No. 18, appertaining to Khatian No. 297, comprised in the Dag No. 1196 (part) under Joka I Gram Panchayet, P.S. Thakurpukur measuring about 5 Cottahs 10Chittacks 00 sq. ft. more or less Bastu land in the District of 24 Parganas (South) by a Deed of Conveyance dated 07.02.2011 which was registered in the Office at D.S.R.- II, Alipore, 24 Parganas (South) and recorded in Book No.I, CD Volume No.3, page from 5535 to 5547, being no: 01450, for the year 2011 free from all encumbrances, charges, lien, lispendens, trust, acquisition & requisition, claims & demands whatsoever or howsoever as stated hereunder.

AND WHEREAS after being the sole and absolute owner of 5 Cottah 10 Chittacks 00 sq. ft. of bastu land Sri Pradip Seth mutated his name in the records of the Kolkata Municipal Corporation by paying upto date taxes and levies and the aforesaid land was numbered as Municipal Premises No.10, Paschim Putiary, P.S. Thakurpukur, Kolkata- 700104, under Ward No. 142, Vide Assessee No.71-142-06-0105-4.

AND WHEREAS after being the absolute Owner Sri Pradip Seth as the Vendor/ Owner herein obtained a sanction building plan from the Kolkata Municipal Corporation vide sanction building permit no.2015160227, dated 23.02.2016.

AND WHEREAS the present Land Owner could not construct the building on the said plot of land and was searching for a reputed Promoter/ Developer for constructing multi-storied building on the said land as per sanction building plan approved by the Kolkata Municipal Corporation under certain terms and conditions inter alia at its own costs and expenses and therefore the Developer herein knowing such intention of the land Owner herein agreed to develop the below Schedule property on the terms and conditions stipulated hereunder.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows:

ARTICLE "V" : DEFINITION

1.O. OWNER:

Shall mean <u>PRADIP SETH</u> (PAN-ALGPS2565R), son of Nemai Seth, residing at 82/1, Raja Ram Mohan Roy Road, P.O. Paschim Putiary, P.S. Behala, Kolkata- 700041 his legal heirs,

successors, executors, legal representatives, administrative and/or assigns.

DEVELOPER:

Shall mean <u>M/S. AKSHARAM DEVELOPERS</u> (PAN-ABNFA5872A) a partnership firm having its office at 413, Panchanantala Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata- 700041, West Bengal, represented by its Partners namely (1) <u>SRI DEBASHISH BANERJEE</u> (PAN-AMOPB3741K), son of Dilip Kumar Banerjee, by faith- Hindu, by occupation- Business, residing at 37, Panchanantala Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata- 700041 and (2) <u>SMT. ANINDITA CHAKRABORTY</u> (PAN-AVOPB2648A), wife of Pratik Chakraborty, by faith- Hindu, by occupation- Business, residing at 8/2, Bhattacharjee Para Lane, Ramrajatala, P.O. Santragachi, P.S. Chatterjeehat, District-Howrah, Pin- 711104, its successors-in-office, executors, legal representatives, administrative and/or assigns.

1.1: THE SAID PLOT / PREMISES:

Shall mean and include the bastu land measuring about 5 (five) Cottahs 10(ten) Chittacks more or less together with structure standing thereon lying and situated at Mouza-Paschim Putiary, J.L. No.26, R.S. No. 275, Touzi No. 18, appertaining to Khatian No. 297, comprised in the Dag No. 1196 (Part) in the records of the L.R. Parcha in the District of 24 Parganas (South), previously under Joka I Gram Panchayet presently within the Kolkata Municipal Corporation, Premises No. 10, Paschim Putiary, P.S. Thakurpukur, Kolkata-700104, under Ward No. 142, Vide

Assessee No.71-142-06-0105-4 as described in the Schedule hereunder written.

1.2. : BUILDING :

shall mean and include G+4 storied building likely to be constructed as per approval of competent authority consisting several flats and Garages etc. on the proposed building to be constructed on the below mentioned Schedule property, lying and situated at Municipal Premises No. 10, Paschim Putiary, P.S. Thakurpukur, Kolkata- 700104, under Ward No. 142, Vide Assessee No.71-142-06-0105-4, District 24 Parganas (South).

1.3. : **UNIT** :

Shall mean the constructed area and/or spaces the building and/or constructed area capable of being occupied and enjoyed independently.

1.4. : THE SUPER BUILT UP AREA :

shall mean the total covered area to comprise in the unit as certified by the Architect plus the proportionate share of the common area and aggregate of the same.

1.5: THE PLAN:

Sanction building permit No. 2015160227, dated 23.02.2016 as approved by the Kolkata Municipal Corporation.

1.6. : COMMON FACILITIES AND AMENITIES :

shall mean and include corridors, stair case, passages, ways, shifts, common lavatories, pump room, underground water reservoir, overhead water tank, lift, lift room, lift duct, water pump and motor ultimate floor of the said building and other facilities which may be mutually agreed upon between the parties and as required for the purpose of establishment location, enjoyment, provision, maintenance and/or management of the said building.

1.7. : <u>TRANSFER</u> :

shall mean, as required under The Indian Registration Act, 1908, as well as described under Transfer of Property Act 1882, for Transfer of flats, shops etc. with undivided undemarcated proportionate share of the land.

1.8. : TRANSFEREE/BUYERS :

shall mean the purchaser of any portion of the residential unit of the building as to be constructed according to the sanctioned Plan no. 2015160227, dated 23.02.2016 of the Kolkata Municipal Corporation.

ARTICLE "II" : DATE OF COMMENCEMENT

2.1. : This agreement shall have the effect on and from the day of execution of this agreement.

ARTICLE "III": OWNERS REPRESENTATION

3.1. : The Owner seized and possessed of or otherwise, and sufficiently entitled to <u>ALL THAT</u> piece and parcel of bastu land measuring about 5 (five) Cottahs 10(ten) Chittacks more or less together with structure standing thereon lying and situated at Mouza-Paschim Putiary, J.L. No.26, R.S. No. 275, Touzi No. 18, appertaining to Khatian No. 297, comprised in the Dag No. 1196

(Part) in the records of the L.R. Parcha in the District of 24 Parganas (South), previously under Joka I Gram Panchayet presently within the Kolkata Municipal Corporation, Premises No. 10, Paschim Putiary, P.S. Thakurpukur, Kolkata-700104, under Ward No. 142, Vide Assessee No.71-142-06-0105-4.

3.2.: That the said land is free from all encumbrances charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever, and the land Owner has a clear and marketable title in respect of the said land morefully and particularly described in the Schedule hereunder written.

ARTICLE IV: DEVELOPERS REPRESENTATION

- 4.1. : The Developer hereunder take to carry out the work of development of the said premises and for construction of the buildings consisting of several self contained flats and other constructions thereupon in accordance with the plan sanctioned by the Kolkata Municipal Corporation vide sanction building plan No. 2015160227, dated 23.02.2016 and/or on the basis of the modified plan and/or revised plan thereafter as mutual understanding between the parties herein, in this regard all expenses shall be borne by Developer.
 - 4.2. : Time is the essence of the contract.
- 4.3. : That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title, or interest in respect of the said premises in favour of the Developer other than an exclusive licence or right to the

Developer to do or refrain from doing the acts and things in terms hereof and to deal with the developer's allocations and the Developer shall also not be entitled to assign to any third party the right of development of the instant premises.

- 4.4.: The Owner shall show all the Original and Xerox copies of the deeds, porchas, municipal tax receipt, relating to the said property to the Developer for submission to the Kolkata Municipal Corporation, B.L. & L.R.O. other Govt. Departments as and when required.
- 45. That the owner on the day of execution of this Development Agreement also shall execute a Registered Development Power of Attorney, to do all acts, deeds and things as required for the purpose of promotion as well as commercial exploitation of the Schedule plot of land and also for the purpose of execution of the agreement with the intending flat purchasers and to put signatures in Sale Deed on behalf of the Owner in respect of the developer's allocation and collection of money from those purchasers and/or dealing with and/ or dispose of the Developer allocated share of the F.A.R. as mentioned hereunder.
- 4.6.: That the Developer at its own costs and expenses shall complete the proposed project upon the plot of land, within 15(fifteen) months from the day of signing of this Development Agreement and also shall handover the owner's allocation to the owner herein. If developer fails to handover the possession to Owner within 15(fifteen) months from the date of execution of this agreement then the developer will be liable to pay Rupees

1,50,000/-(One Lac fifty thousand) per month, till handover the possession to Owner and which is not refundable.

- 4.7. The Owner and the Developer shall be exclusively entitled to have their respective share of allocation in the Residential cum Commercial building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim and interest therein whatsoever of the others and the land Owner shall not in anyway interfere with it. Be it noted that the Developer shall have the right to transfer or to take any advance money from the intending purchaser of the Developer's Allocation from the day of execution of registered Power of Attorney by the Owner herein in favour of the Developer herein.
- 4.8. That the Developer shall at its own costs and expenses complete the commercial cum residential buildings and other constructions upon the said land in accordance with the sanctioned plan and confirming to such specifications as are mentioned in the schedule hereunder written.

ARTICLE V : DEVELOPERS AUTHORITY

- 5.1. The Owner hereby appoints the Developer and/or promoter for the purpose of the development of the said premises and/or construction of the residential cum commercial building as per the scheme of the development as herein agreed. The Developer hereby also confirms this appointment.
- 5.2. The Owner doth hereby entrust the work of development of the said premises on the terms and conditions contained in this agreement.

- 5.3. The Developer shall carry out the work of development in respect of the said premises for 15(fifteen) months only from the date of execution of this Development Agreement.
- a) By erecting and/or constructing G+4 storied building or other structure in or upon the said premises at its own costs and expenses.
- b) By allotting the Owner's Allocation to the Owner in time.

ARTICLE VI; OWNER'S ALLOCATION & CONSIDERATION

6.1. In consideration of the Owner permission and/or allowing the Developer herein to develop the said premises and construct Building thereon in the manner and in terms of conditions of this agreement and according to Plan sanctioned by the Kolkata Municipal Corporation vide sanction building plan No. 2015160227, dated 23.02.2016 and further allowing and empowering the Developer after execution of registered Power of Attorney to enter into agreement for sale and receive earnest money from the Developer's Allocation and upon receiving full consideration to sell and transfer the flats of the said proposed Building.

The Owner herein, shall be entitled to get the entire first floor (commercial space) and the entire fourth floor alongwith 50% (fifty percent) ground floor which includes two shops (South-Eastern portion) and garages (covered and open area) alongwith undivided proportionate impartible share or interest of the land underneath the building to be constructed on said plot of land according to the approved sanction building Plan of the Kolkata

Municipal Corporation alongwith common rights and facilities of the said Proposed Premises.

That the Developer has paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) only which is non refundable and which has been admit and acknowledges by the Owner herein.

ARTICLE VII: DEVELOPER'S ALLOCATION

7.1. In consideration of the development work and/or contribution of the proposed residential building at the cost and expenses of Developer, the Developer shall get and be entitled to have all and entire area of the proposed premises, except the Owner's allocation. Developer allocation defines the entire Second floor and the entire Third floor alongwith 50% (fifty percent) ground floor which includes two shops (North-Eastern portion) and garages (covered and open area) alongwith undivided proportionate impartible share or interest of the land underneath the building to be constructed on said plot of land according to the approved sanction building Plan of the Kolkata Municipal Corporation alongwith common rights and facilities of the said Proposed Premises.

ARTICLE VIII: DEVELOPER'S OBLIGATIONS

8.1. It is agreed and made clear that the Owner herein shall not in any manner be liable and/or responsible for the costs charges and expenses for the development of the said premises and/or construction of the proposed commercial cum residential building and in this respect the Developer hereby agrees to keep the Owner absolutely indemnified and harmless.

- 8.2. The Developer herein shall Keep the Owner absolutely indemnified and harmless against all actions, claims and demands which may arise due to any deviation and/or violation of the West Bengal Municipal Act and Rules, The Contract Labour Abolition and Regulation Act, Workmen Compensation Act, 1923 and rules thereof and the West Bengal Building (Regulation of Promotion of construction and transfer of Promoters) Act. 1993, and provisions of the W.B. Sales Tax or Income Tax for the income to be accrued from this venture or any other act or rules that may be applicable.
- 8.3. The Developer herein shall solely be responsible or liable for the payment of salaries, wages, charges remuneration of all mistiris, masons, supervisors, architects, contractors, engineers, chowkidars, darwan and other employees and staffs as may be retained appointed and/or employed by the Developer and in this regard, the Owner shall not in any manner be responsible.
- 8.4. The Developer shall also be liable to indemnify the land Owner for the amount as may be incurred due to the Developer unfinished work and/or relating to the Developer allocation in the proposed residential cum commercial building and the Developer shall be liable for all or any from the sanctioned plan and if any fine and penalty levied by any Authority the same to be paid safely by the Developer.

8.5. The Developer shall complete the construction and erections of the said building within 15(fifteen) months from the date of execution of this Development Agreement.

ARTICLE IX: OWNER'S OBLIGATIONS AND COVENANTS

- 9.1. The Owner shall render his best co-operation and assistance to the Developer in/the matter of development of the said plot or construction of the proposed building as may be from time to time necessary or required.
- 9.2. The Owner herein shall sign execute and deliver all application, letters and papers and documents as may be necessary or required for obtaining telephone electricity water drainage, sewerage and other public service, in or upon the said building or portion thereof in the name of the transferee/Owner or other person or persons in respect of Developer Allocation.
 - 9.3. The Owner shall handover all the Xerox copy and shall be bound to show the original Title Deeds, R.O.R. of Kolkata Municipal Corporation Rent Receipts, Mutation Certificates alongwith other papers and documents regarding tike Title of the below schedule property in favour of the Developer herein, at the time of execution of registered Power of attorney in favour of the Developer herein without any excuse, as the Developer shall do needful for completing the proposed Project at its own cost and expenses.

- 9.4. The Owner shall not in any manner object or obstruct the carrying out of the development if the said premises and/or construct of the said commercial own residential building and to do any act, deed, matter or development of the said premises and/or construction of the proposed building complex by the Developer.
- 9.5. Neither the Owner nor the Developer herein shall in any manner encumber, mortgage, charge or otherwise deal with or dispose of the said plot and/or the said land of any portion thereof pending this agreement and/or development work.
- 9.6. That the Owner herein shall co-operate with the Developer herein and time to time shall sign in all necessary documents and papers and also present before the concerned authority (if necessary) and do the needful for completing the aforesaid project.
- 9.7 That in case of any deviation of plan or construction of any extra area by the Developer herein, only the developer shall be liable to pay expenditure. That the developer also shall bear the expenditure for any sort of bribe for the extra area of deviation. That the Owner shall only bear the K.M.C. deviation fees proportionately with the Developer herein.

ARTICLE X: RATES AND TAXES

10.1. The Developer has to pay all Kolkata Municipal Corporation taxes electric and Telephone Bills from the date of execution of this Agreement to the Developer and all other rates and taxes as may be payable by the Developer relating of its allocated portion of the demise premises and in the event of failure by the Developer to pay the same, the Owner shall be entitled to recover taxes as may be paid by the Owner on account of the allocated area of The Developer.

- 10.2. The Developer and the transferee of the flats and other space in the building shall bear and pay the proportionate amount of the Municipal taxes and other taxes and rates whatsoever on the basis of the areas of the flat and other spaces of the building as may require by him respectively.
- 10.3. The Developer or the transferees of flat and other spaces of the said premises shall bear and pay the proportionate amount of cost of maintenance service charges on account of proper maintenance of common areas essential service.
- 10.4. The land Owner herein shall also respectively tear and pay the proportionate amount of costs, maintenance and service charges as may be found payable on account of are as to be allotted to him.

ARTICLE XI: DOCUMENTATION

11.1 All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the transferee of flats/ shops/office and other spaces of the proposed commercial cum residential building and such fees, costs and expenses shall have to be related to the

developer's allocation share not in any way relating to the Owner allocated area.

THE SCHEDULE - 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of bastu land measuring about 5 (five) Cottahs 10(ten) Chittacks more or less together with structure standing thereon lying and situated at Mouza-Paschim Putiary, J.L. No.26, R.S. No. 275, Touzi No. 18, appertaining to Khatian No. 297, comprised in the Dag No. 1196 (Part) in the records of the L.R. Parcha in the District of 24 Parganas (South), previously under Joka I Gram Panchayet presently within the Kolkata Municipal Corporation, Premises No. 10, Paschim Putiary, P.S. Thakurpukur, Kolkata-700104, under Ward No. 142, Vide Assessee No.71-142-06-0105-4 and which is butted and bounded as follows:-

ON THE NORTH : By Church Property.

ON THE SOUTH : By Land of Sri Bimal Gomes and

Smt. Asha Gomes.

ON THE EAST : By 30 ft. wide Julpia Road.

ON THE WEST : By land of Sri Ajit Sinha & others.

THE "SCHEDULE - 'B' REFERRED TO ABOVE (OWNERS ALLOCATION)

That the owner shall be entitled to get the entire first floor commercial area and the entire fourth floor alongwith 50% (fifty percent) ground floor which includes two shops (South-Eastern portion) and garages (Open and Covered area) alongwith undivided proportionate impartible share or interest of the land developer's allocation share not in any way relating to the Owner allocated area.

THE SCHEDULE - 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of bastu land measuring about 5 (five) Cottahs 10(ten) Chittacks more or less together with structure standing thereon lying and situated at Mouza-Paschim Putiary, J.L. No.26, R.S. No. 275, Touzi No. 18, appertaining to Khatian No. 297, comprised in the Dag No. 1196 (Part) in the records of the L.R. Parcha in the District of 24 Parganas (South), previously under Joka I Gram Panchayet presently within the Kolkata Municipal Corporation, Premises No. 10, Paschim Putiary, P.S. Thakurpukur, Kolkata-700104, under Ward No. 142, Vide Assessee No.71-142-06-0105-4 and which is butted and bounded as follows:-

ON THE NORTH : By Church Property.

ON THE SOUTH : By Land of Sri Bimal Gomes and

Smt. Asha Gomes.

ON THE EAST : By 30 ft. wide Julpia Road.

ON THE WEST : By land of Sri Ajit Sinha & others.

THE "SCHEDULE - 'B' REFERRED TO ABOVE (OWNERS ALLOCATION)

That the owner shall be entitled to get the entire first floor commercial area and the entire fourth floor alongwith 50% (fifty percent) ground floor which includes two shops (South-Eastern portion) and garages (Open and Covered area) alongwith undivided proportionate impartible share or interest of the land underneath the building to be constructed on said plot of land according to the approved sanction building Plan of the Kolkata Municipal Corporation alongwith common rights and facilities of the said Proposed Premises.

That the Developer has paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) only which is non refundable and which has been admit and acknowledges by the Owner herein.

THE SCHEDULE 'C' REFERRED TO ABOVE (SPECIFICATION FOR OWNER'S ALLOCATION ONLY)

Building designed on R.C.C. foundations confirming to national building Code and Kolkata Municipal Corporation Rules or ISI marked.

FLOORING & SKIRTING:

All rooms and verandah, will have cast in floor, vitrified tiles (2'-0" x 2'-0") / Marble (3'-0" x 2'-0") with 4" skirting all around with dado in West areas.

Floor of Toilet & Kitchen will be of Marble flooring with 7 ft Glazed tiles 18" x 12".

TOILETS:

All toilets will be provided with GI pipe for general water, one standard (ISI Marked) white basin, commode (white colour) with one low down cistern, all toilet's will have Marble flooring upto 4" height skirting and 7' height in all around area for walls will be provided with glazed tiles and hot-cold water system for shower (excluding Geyser) and basin with flooring of vitrified tiles or marble finish.

underneath the building to be constructed on said plot of land according to the approved sanction building Plan of the Kolkata Municipal Corporation alongwith common rights and facilities of the said Proposed Premises.

That the Developer has paid a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) only which is non refundable and which has been admit and acknowledges by the Owner herein.

THE SCHEDULE 'C' REFERRED TO ABOVE (SPECIFICATION FOR OWNER'S ALLOCATION ONLY)

Building designed on R.C.C. foundations confirming to national building Code and Kolkata Municipal Corporation Rules or ISI marked.

FLOORING & SKIRTING:

All rooms and verandah, will have cast in floor, vitrified tiles (2'-0" x 2'-0") / Marble (3'-0" x 2'-0") with 4" skirting all around with dado in West areas.

Floor of Toilet & Kitchen will be of Marble flooring with 7 ft Glazed tiles 18" x 12".

TOILETS:

All toilets will be provided with GI pipe for general water, one standard (ISI Marked) white basin, commode (white colour) with one low down cistern, all toilet's will have Marble flooring upto 4" height skirting and 7' height in all around area for walls will be provided with glazed tiles and hot-cold water system for shower (excluding Geyser) and basin with flooring of vitrified tiles or marble finish.

KITCHEN:

Kitchen will have one Black stone cooking top and black stone shelf and one steel sink and with one sink cock with marble flooring (3'-0" x 2'-0").

DOORS & DOORS FRAME:

All doors will have a wooden frame 4" x 2.5" and 32mm thick flush door with laminate finish and mortise lock with commercial ply Main door 35mm thick flash door with bothside teak polish/laminations finish, with Branded Lock (Godrej).

WINDOW FRAME & GRILLS:

All window will be of sliding aluminium glass windows with top quality grill fittings.

INTERNAL WALLS:

Plaster walls finished with wall putty, Bricks work will be done 8" thickness for external and 3" for internal partition walls with cement morter (4:1).

EXTERNAL WALLS:

External walls will be finished with two coat of cement primer and 2 coats with coat paints.

STAIRCASE:

Plaster wall finished with white plaster of paris.

Stair will be marble finished with 4" skirting. From Skirting level to 6 ft. above to be applied with paint stair and verandah.

ELECTRICAL:

All concealed wiring in every rooms, toilet, kitchen, living-cumdining and verandah with Branded, ISI Marked wires.

BED ROOMS :

- One bracket light point.
- 2. One tube light point.
- One ceiling fan point with regulator.

- 4. One night lamp point.
- 5. One 5 pin plugs point on switch board.
- 6. On A/C. Point.

LIVING/DINING:

- 1. Two tube light point.
- 2. Two bracket light point.
- 3. One ceiling fan point.
- 4. Two 5 Amp. Point.
- 5. One 5 pin plug point on switch board.
- 6. One TV Antenna concealed pipe line layout only.
- 7. One Electric Call Bell point attached at Flat entrance.
- 8. One Light point at entrance.

TOILET:

- 1) 2 (two) light points.
- 2) 1(one) exhaust fan point.
- 3) 1(one) geyser point.

W.C.:

- 1) 2 (two) light points.
- 2) 1(one) exhaust fan point.

KITCHEN:

- 1) 2 (two) light points.
- 2) 1(one) exhaust fan point.
- 1(one) 15 Amp and 2(two) 5 Amp. points.
- 4) 1(one) aqua guard point above the sink.

VERANDAH:

1(one) light point.

N. B.: 1(one) A.C. point will be provided as per request of land Owners in each flat. Stair case lights will be provided at each bends of stair case. Light points at the main entrance will also be provided.

LIFT:

Branded Lift (ISI Marked)..

ELECTRICAL METER:

A separate electric meter shall be provided for each flat at the cost security deposits to be paid reimbursed by the intending buyers of flat holder. One light point at roof with 15 Amp plug point will be provided. One light point with the plug point at back side (near septic tank).

PLUMBING:

Concealed GI pipe line for basis, shower and tap in attached toilets, one inlet and outlet connected for kitchen, sink. P.V.C. pipes at outside the building for inlet and outlet of waste water. Taps and fixtures (white coloured) will be used of BRANDED ISI marked Companies with proper warranties.

WATER:

Two PVC water reservoir will be provided on roof and necessary deep tube well with pump (boring) and motor will be installed at ground floor to deliver water to overhead including soil pipe line will be completed with PVC pipe and if any K.M.C. water line to be inserted in the building in such circumstances the expenditure shall be proportionate recovered from the intending buyers or flat Owners /s.

EXTRA WORK:

Intending Purchasers/Owners request for extra work and or change in above mentioned specifications towards betterment and fixing of costly items shall be entertained before commencement of the construction work of the specified item and the buyers shall be required to pay for the extra cost as may be requested. The different of extra cost will be determined by the developer or its Architect in advance before the said work.

IN WITNESS WHEREOF the parties herein hereby set and subscribed his respective hands and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF:

WITNESSES:

WITNESSES: 1. Fill of Ory CHOTON HITHER 24, Roja Canthebarkey for	in Prosip Son
2. Prealix Chabeaborts. 8/2 Bhattacharjee	OWNER
fora lone,	PARTNER
	Mindita Chakrakorty IGNATURES OF THE DEVELOPER

Drafted by me under instruction of the Parties :-

Samaresh Das

Advocate

High Court, Calcutta Enrolment No.WB-1430/2001

Computer printed: Pradip Saka (Pradip Saha) 6, Old Post Office Street, . Kolkata - 700001.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 10,00,000/-(Rupees Ten Lakhs) only as non refundable amount paid by the Developer to the Vendor towards Kolkata Municipal Corporation Plan sanction fees and existing boundary wall on the Schedule property as per memo below.

MEMO

1. Paid by way of cheque.

Rs. 10,00,000 =

Total: Rs.10,00,000/-

(Rupees Ten Lakhs Only).

WITNESSES:

1. MIZOTOM

CHOTONYINHERD

By Reja Controlon Rey

Ray, Kur Dagay

2. Powerk Cha Koobarty.

0/2 Bhattacharpe

SIGNATURE OF THE VENDOR/ OWNER

Rosa Cono,

Sonforegaely - 7/1104

CRADIO SETA



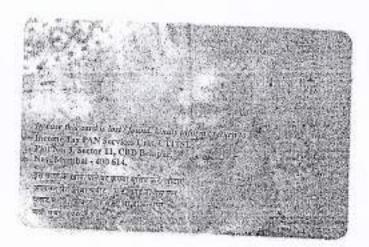
Jui (Pausigo Sata)

Assessed to the bid.









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8102/10/90



ভারত সরকার

Unique Identification Authority of India Government of Incla

जनिस्तृतील बाहे कि / Enrollment No. : 1040/19523/97612

Debashish Banerjee (शामीय स्वयादी 37 PANCHANANTALA ROAD Paschim Putieri S.O Paschim Putieri, Kolkota West Bengel - 700041

KL190408411DF

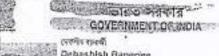




যাপনার আধার সংখ্যা/ Your Aadhaar No. :

6493 6654 3837

আধার - সাধারণ মানুষের অধিকার



Debashish Bangrjee Part: With you would FATRO: DILIP KUMAR BANERLIEE

www.verYear of Birth: 1985 gray Male



6493 6654 3837

আধার - সাধারণ মানুষের অধিকার







তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনগাইন অবেন্টিকেশন হার্য প্রাপ্ত করন্দ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- তাথার সারা দেশে মানা।
- 🏿 আধার ভবিষাতে সরকারী ও বেসরকারী পরিসেবা প্রান্তির সহায়ক হরে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



জ্জারতীয়ারিরিট্টা পরিচয়-প্রাথিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Brote, 27 HASSING WA প্ৰতিৰ প্ৰচিত্ৰটি এই ও জেলালা *(PCNTR, 1600A)

Address: 57 PANCHANANTALA ROAD, Paschim Putteri S.O. Pasichim Putiari, Kolkata, West Bengal, 700041

T

EXERCISE.









Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201920-005294018-1

Payment Mode

Online Payment

GRN Date: 01/08/2019 18:32:35

Bank:

State Bank of India

BRN:

IK0ADXWWF4

BRN Date:

01/08/2019 18:37:33

DEPOSITOR'S DETAILS

ld No.: 16020001239003/9/2019

[Query No./Query Year]

Name:

Dillp Kumar Banerjee

Mobile No. :

+91 9230079609

E-mail:

Address:

37 Panchanantala Road, Kolkata70004

Applicant Name:

Mr SAMARESH DAS

Office Name:

Contact No. :

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 9

PAYMENT DETAILS

SI.	Identification No.	Head of A/C Description	Head of A/C	Amount[7]
1	16020001239003/9/2019	Property Registration- Stamp duty	0030-02-103-003-02	
2	16020001239003/9/2019	Property Registration, Registration Fees	0030-03-104-001-16	100

In Words:

Rupees Seventeen Thousand Twenty Four only



नारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ABNFA5872A

नाम / Name AKSHARAM DEVELOPERS

ਸਿਸਮ / ਸ਼ਤਤ ਕੀ ਗਰਿਵ Date of Incorporation / Formation 05/11/2018



Major Information of the Deed

Deed No:	1-1602-06087/2019	Date of Registration	02/08/2019		
CONTROL CONTROL	The state of the s				
Query No / Year	1602-0001239003/2019	Office where deed is r	Office where deed is registered		
Query Date	30/07/2019 6:20:43 PM	D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details	SAMARESH DAS High Court, Calcutta, Thana: Hare 700001, Mobile No.: 9830185069	Street, District : Kolkata, Wi	EST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Dec than Immovable Prope 10,00,000/-]	laration : 2], [4311] Other		
Set Forth value		Market Value			
		Rs. 49,07,037/-			
Stampduty Paid(SD)		Registration Fee Paid	100-00		
Rs. 7,021/- (Article:48(g))		Rs. 10,053/- (Article:E,	E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) area)				

Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pasch Putiary Colony, , Premises No: 10, , Ward No: 142 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The state of the s	Market Value (In Rs.)	Other Details
L1			Bastu		5 Katha 10 Chatak		48,47,037/-	Width of Approa Road: 30 Ft.,
	Grand	Total:			9.2813Dec	0 /-	48,47,037 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(in Rs.)	
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Till Shed, Extent of Completion: Complete

5-1-1-1	Total:	200 sq ft	0 /-	60,000 /-	
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and Lord Details :

1	Name	Photo	Finger Print	Signature
	Mr PRADIP SETH Son of Mr Nemai Seth Executed by: Self, Date of Execution: 02/08/2019 , Admitted by: Self, Date of Admission: 02/08/2019 ,Place : Office			
		02/06/2019	02/04/2019	62/08/2019

India, PAN No.:: ALGPS2565R, Status :Individual, Executed by: Self, Date of Execution 02/08/2019 , Admitted by: Self, Date of Admission: 02/08/2019 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
- 4	AKSHARAM DEVELOPERS 413, Panchanantala Road, P.O:- Paschim Putiary, P.S:- Behala, District:-South 24-Parganas, West Bengal, Ind PIN - 700041, PAN No.:: ABNFA5872A, Status::Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	Mr DEBASHISH BANERJEE (Presentant) Son of Mr Dilip Kumar Banerjee Date of Execution - 02/08/2019, Admitted by: Self, Date of Admission: 02/08/2019, Place of Admission of Execution: Office			Jahrshich Boneyin
		Aug 2:2010 3:01PM	LTI 02/06/2019	02/08/2019

Name	Photo	Finger Print	Signature
Smt ANINDITA BOSE, (Alias Name: Smt ANINDITA CHAKRABORTY) Wife of Pratik Chakraborty Date of Execution - 02/08/2019, , Admitted by: Self, Date of Admission: 02/08/2019, Place of Admission of Execution: Office			Jundila Chahrabing
	Aug 2 2019 3:01PM	LTI 02/18/2019	02/06/2019

8/2, Bhattacharjee Para Lane, Ramrajatala, P.O:- Santragachi, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711104, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AVOPB2648A Status: Representative, Representative of: AKSHARAM DEVELOPERS (as

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SAMARESH DAS Son of Mr Somesh Chandra Das High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001			Someresh Dez
	02/00/2019	02/08/2013	02/08/2019

fer of property for L1	
From	To. with area (Name-Area)
Mr PRADIP SETH	AKSHARAM DEVELOPERS-9.28125 Dec
fer of property for S1	
From	To. with area (Name-Area)
Mr PRADIP SETH	AKSHARAM DEVELOPERS-200.00000000 Sg Ft
	From Mr PRADIP SETH fer of property for St From

Endorsement For Deed Number: I - 160206087 / 2019

Pertificate 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 49,07,037/-

8-a

Samar Kumar Pramanick DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 02-08-2019

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:40 hrs on 02-08-2019, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by M DEBASHISH BANERJEE ...

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

Execution is admitted on 02/08/2019 by Mr PRADIP SETH, Son of Mr Nemai Seth, 82/1, Raja Ram Mohan Roy R P.O: Paschim Putiary, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu Profession Business

Indetified by Mr SAMARESH DAS, , , Son of Mr Somesh Chandra Das, High Court, Calcutta, P.O: GPO, Thana: Ha Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 02-08-2019 by Mr DEBASHISH BANERJEE, Partner, AKSHARAM DEVELOPERS (Partnership Firm), 413, Panchanantala Road, P.O:- Paschim Putiary, P.S:- Behala, District-South 24-Parganas, V Bengal, India, PIN - 700041

Indetified by Mr SAMARESH DAS, , , Son of Mr Somesh Chandra Das, High Court, Calcutta, P.O: GPO, Thana: H Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 02-08-2019 by Smt ANINDITA BOSE, , Smt ANINDITA CHAKRABORTY Partner, AKSHARAM DEVELOPERS (Partnership Firm), 413, Panchanantala Road, P.O:- Paschim Putiary, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700041

Indetified by Mr SAMARESH DAS, , , Son of Mr Somesh Chandra Das, High Court, Calcutta, P.O: GPO, Thana: H Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/-,E = Rs 21/-,F Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of 'Online on 01/08/2019 6:37PM with Govt. Ref. No: 192019200052940181 on 01-08-2019, Amount Rs: 10,053/-, State Bank of India (SBIN0000001), Ref. No. IK0ADXWWF4 on 01-08-2019, Head of Account 0030-03-104-001-

ayment of Stamp Duty

Certified that required State Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 50/-, online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Senal no 13334, Amount: Rs.50/-, Date of Purchase: 30/07/2019, Vendor name: M

Description of Ordine Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W. Online on 01/08/2019 6:37PM with Govt. Ref. No: 192019200052940181 on 01-08-2019, Amount Rs: 6,971/-, Bar State Bank of India | SBIN0000001), Ref. No. IK0ADXWWF4 on 01-08-2019, Head of Account 0030-02-103-003-02

82-or

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2019, Page from 215699 to 215740 being No 160206087 for the year 2019.



&-a_

Digitally signed by SAMAR KUMAR PRAMANICK

Date: 2019.08.02 17:42:06 +05:30 Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 02/08/2019 17:41:55 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)