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certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document

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Addl. District Sub-Registrar
Sonarpur, South 24 Parganas

Q100-8901/14

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Sonarpur, South 24 Pgs.
- 2 JUN 2014

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made ^{2ND}... day
of JUNE..... 2014 (Two Thousand Fourteen) A.D.

:- BY AND BETWEEN :-

Contd.....2

0008



3572 Date 12/8/2014.
 Sold to Bijoy Ghosh
 of c/o Rajnarayan Park.
 Rupees 5000/- Boral. Kal-154.

Samiran Das
 Stamp Vendor
 Alipore Police Court
 South 24 Pgs., Kol-27

Rs. 5000/-



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Sajal Kumar Bhattacharyya.
 S. K. Bhattacharyya (LL. B.)
 Advocates,
 Alipore Police Court,
 Kolkata- 700 027

1) **SRI BIJOY GHOSH PAN ADYPG4183B** Son of Late Lalmohan Ghosh, by Occupation: Business, residing at: C/9, Rajnarayan Park, P.O & Village-Boral, P.S - Sonarpur, Kolkata- 700 154, District: 24 Parganas (South)

2) **SRI PARTHO MONDAL PAN BGUPM4393M** Son of Sri Bipul Mondal, by Occupation: Business, residing at: 153 No, Subhaspally, P.S-Bansdrani, P.O-Garia, Kolkata- 700084

3) **SMT. BULA DASGUPTA** alias/nee **Jayanti Mitra PAN: BUQPD9920D** Wife of Sri Manik Dasgupta and Daughter of Late Sachindra Nath Mitra, by Occupation-Housewife, formerly residing at Laskarpur, Dakshin Lenin Nagar, P.S-Sonarpur, District-24 Parganas (South), Kolkata-700153, Presently residing at: 5/24, Azadgarh, P.S-Regent Park, Kolkata-700040

4) **SRI TARUN MITRA Form 60 Produced** Son of ^{Late} Sachindra Nath Mitra, by Occupation-Retired, residing at: Boral, Uttar Sripur, P.O-Boral, P.S-Sonarpur, Kolkata- 700154 herein after jointly **called or referred to as the LAND OWNERS/ PRINCIPALS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, survivors, executors, successors, Administrators, representatives and/or assigns) the Party of the **FIRST PART.**

A N D

M/S. PACIFIC CONSTRUCTION PAN:ADYPG4183B, a Proprietorship Firm, **Represented by** its' sole proprietor **SRI BIJOY GHOSH** Son of Late Lalmohan Ghosh, having its office at **395, Boral Main Road, Rangkal, P.O.Garia, P.S-Sonarpur, Kolkata-700084** and residing at C/9 Rajnarayan Park, P.O.& Village-Boral, P.S: Sonarpur, Kolkata-700154 by Faith-Hindu, Nationality-Indian here-in-after called or referred to as the **DEVELOPER/BUILDER/CONTRACTOR** (which term or expression shall unless excluded by or repugnant to the context to be deemed to mean and include its legal heirs, claimant, legal-representatives, successors, administrators, executors of the office and/or assigns) of the **SECOND PART.**

WHEREAS a long years ago, One Sri Haripada Naskar had been enjoying a plot of land hereunder described more than 12 (Twelve) years by Constructing a small Tile-Shed house with every right, title and Possession thereof, free from all encumbrances, without any interference,

Sri Haripada Naskar

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hindrance and disturbances by others and the said plot of land measuring 16 (Sixteen) Decimal more or less situates at Mouja- Sripur Bagharghole, J.L.No.59, Zilla Collectorate Touzi No.1, R.S. No. 172, Comprised of Dag No.276, appertaining to Khatian No. 848, P.S. Sonarpur, District 24-Parganas.

AND WHEREAS While said Haripada Naskar had been in possession of the aforesaid Property, due to his urgent need of Cash, he sold Conveyed and transferred with Possession All that aforesaid entire areas of Land measuring more or less 16 (Sixteen) decimal unto or in favour of Smt Usha Rani Ghosh, wife of Sri Kalipada Ghosh of Sripur-Bagharghole, P.S. Sonarpur, District 24-Parganas, by virtue of **a Sale-Deed** (Bangoli Kobala Dalil) executed **on 12th June-1969** and the same was duly **registered at the Office of the District Sub-Registrar, Alipore, 24-Parganas** and **entered into Book No.1, Volume No. 86, Pages from 130 to 133 being No.2605 for the year 1969** and after registration of the same, said Smt. Usha Rani Ghosh, lawfully seized and Peaceably Possessed of the said land together with a small Tile shed hut and sufficiently entitled to every right, title, interest and unencumbered Possession of the said entire land without any interference by others.

AND WHEREAS while said Smt Usha Rani Ghosh had been enjoying the said land with every right, title and Possession, without any hindrance, interference and obstruction by others from any Corner, she Sold discharge and transferred a portion of land from the Southern Side measuring 08 (eight) Decimal unto and in favour of Sri Fani Bhusan Sarkar and remained in possession of the rest land Measuring 08 (eight) decimal or in local measurement **04 Cottahs 13 Chittaks 15 Sq. Ft.** more or less Together- with a 200 Sq. ft. Tile shed house thereon, having marketable title, good right, absolute authority and peaceful possession of the same.

AND WHEREAS said Smt. Usha Rani Ghosh, due her Urgent need of cash for same reasonable purposes, declared to sell of her aforesaid remaining land measuring **08 (eight) Decimal** or in local measurement **04 Cottahs 13 Chittaks 15 Sq.Ft.** more or less and One **Sri Tarun kumar Mitra** Son of Late Sachindra Nath Mitra being informed of the

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same, offered to purchase the aforesaid entire land measuring 08 (eight) decimal or as per local measurement areas measuring **04 Cottahs 13 Chittaks 15 Sq.Ft.** more or less recorded as "BASTU" as per L.R. Settlement together with 200 Sq.ft. Tile Shed house thereon situates at Mouja- Sripur Bagharghole, J.L. No. 59 R.S. No. 172, Touzi No.1, Comprised of Sabek Dag No. 276, Hall or L.R. Dag No. 461, appertaining to C.S. & R.S. Khatian No. 848, corresponding to L.R. Khatian No.1319 at a marketable consideration mentioned therein.

AND WHEREAS by and under Deed of Sale or Bengali BICROY KOBALA executed by **said Smt. Usha Rani Ghosh**, therein called **VENDOR** dated **16th November 1970** where she sold, conveyed and transfer with possession All that aforesaid land areas **measuring 04 Cottahs 13 Chittaks 15 Sq.Ft. more or less** Together with 200 Sq. Ft. Tile Shed structure thereon in favour of said **Tarun Kumar Mitra @ Tarun Mitra** therein called **PURCHASER** of the said property and the same was duly registered at the Office of the **Sub-Registrar, Alipore, 24-Parganas** and recorded in **Book No.1, Volume No.126, Pages 210 to 214, Being No. 4813 for the year 1970**. Thus, said Tarun Kumar Mitra became a lawful absolute Owner of the aforesaid Bastu land and lawfully seized and possessed of its good right, marketable title and peaceful possession thereto.

AND WHEREAS while said Tarun Kumar Mitra had been enjoying the aforesaid land with structure having marketable right, title and possession thereof, out of his good faith, respect towards his mother and said mother has natural love and affection towards his son and **said son, Tarun Kumar Mitra** Gifted, transferred with possession all that aforesaid Piece and Parcel of Land Together-with structure more fully described hereunder Schedule unto or in favour of his Mother Smt. Laxshmi Rani Mitra alias Laxshmi Mitra wife of Late Sachindra Nath Mitra, by virtue of a Bengoli Deed of Gift (Danpatra Dalil) and the same was duly registered at the Office of **District Registrar at Alipur, 24-Parganas** and entered into **Book No.1, Volume No.54, Pages from 109 to 111 being No.1157 for the year 1977**. Thus said Laxshmi Rani Mitra alias Laxshmi Mitra became the lawful absolute Owner, possessor with every right and title of the aforesaid Land with structure.

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AND WHEREAS while said Laxshmi Rani Mitra wife of Late Sachindra Nath Mitra had been enjoying all that areas of land measuring **08(eight) Decimal OR 04 Cottahs 13 Chittaks 15 Sq. Ft.** more or less **Together with** R.T.Shed 200 Sq.ft.(approx) thereon, situates at **Mouja: Sripur Bagharghole, J.L. No.59, Comprised of Sabek Dag No. 276, L.R. Dag No. 461, appertaining to Sabek and Hall Khatian No. 848, L.R. Khatian No. 1319, P.S. Sonarpur, District 24-Parganas (South) now** within the Jurisdiction of **Rajpur Sonarpur Municipality**, ward No formerly 31, **now 33**, paying rent and taxes as applicable time to time, her name was rightfully and correctly recorded in the L.R. record.

AND WHEREAS while said Lakshmi Rani Mitra was alive, She due to her urgent need of cash sold, conveyed and transferred with Possession unto the some one Purchaser **all that** areas of land measuring 01 (One) Cottahs more or less **Together-with** 50 Sq. Ft. Tile Shed, out of the entire land 08 (eight) Decimal **OR** 04Cottahs 13Chittaks 15 Sq. Ft. more or less and R.T. Shed 200 Sq. Ft. (approx), situates at Mouja: Sripur Bagharghole, J.L. No. 59, Comprised of Sabek Dag No. 276, L.R. Dag No. 461, appertaining to Sabek and Hall Khatian No. 848, L.R. Khatian No. 1319, P.S. Sonarpur, District 24-Parganas (South), within the Jurisdiction of Rajpur Sonarpur Municipality, ward No. formerly 31, now 33 and **remained in possession the areas of land 03 Cottahs 13 Chittaks 15 Sq.Ft. Together-with Tile Shed 150 Sq. Ft. herein-after called the entire property** more fully mentioned in the Schedule below.

AND WHEREAS unfortunately, said Laxshmi Mitra died intestate on 17th November 1986 at her residential address at North Sripur, Boral, P.S. Sonarpur, Kolkata 700 154, leaving behind her five Sons namely:- **1) Arun Kumar Mirta 2) Barun Kumar Mitra 3) Tarun Kumar Mitra 4) Swapan Kumar Mitra 5) Tapan Kumar Mitra @ Tapan Mitra** all are sons of Late Sachindra Nath Mitra **and two married Daughters namely (6) Smt. Basanti Rani Dutta (nee Mirta) (7) Jayanti Dasgupta** alias **Bula Dasgupta (nee Mitra)** both 6 and 7 are the daughter of Late Sachindra Nath Mitra and be it mentioned here that the husband of said Laxshmi

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Rani Mitra alias Laxshmi Mitra named Sachindra Nath Mitra was predeceased .

AND WHEREAS all the aforesaid heirs of Laxshmi Rani Mitra jointly and lawfully seized and possessed of or otherwise sufficiently entitled to every right, title, interest and possession into and over the aforesaid land as per Hindu law of inheritance or Hindu Secession Act. 1956 and said Sri Arun Kumar^{Mitra} and others Six Co-Shares mentioned in Preceding Para, jointly enjoying the aforesaid land actually measuring **03 (Three) Cottahs 13 (thirteen) Chittack 15(fifteen) Sq.Ft.** more or less Together-with 150 Sq. Ft. Title Shed, situates at **Mouja: Sripur Bagharghole. J.L. No. 59, R.S. No. 172, Touzi No.1, Sabek and R.S. Dag No. 276, L. R. Dag No.461, Sabek and R.S. Khatian No. 848, L.R. Khatian No. 1319, P.S. Sonarpur, District: 24 Parganas (South)** and duly recorded their names in respect of aforesaid land in the record of Rajpur Sonarpur Municipality.

AND WHEREAS while the above named Present Owners have been enjoying the aforesaid land Together-with Tile-Shed with their joint absolute right, title and Possession, free from all encumbrance having each 1/7th (One by seventh) undivided share, interest and possession into and over the said land and house, Five out of seven owners i.e. 1,2,4,5 and 6 as recited in earlier Para namely **Sri Arun Kumar Mirta, Sri Barun Kumar Mitra, Sri Swapan Kumar Mitra, Sri Tapan Kumar Mitra and Smt. Basanti Rani Dutta**, therein Called the **VENDORS**, due to their urgent need of cash declared to sell or dispose of their entire 5/7th (Fifth by Seventh) part of undivided share, interest and possession into and over the Land and Structure after setting aside remaining 2/7th undivided share of land measuring **01 Cottahs 01 Chittaks 23 Sq. Ft. more or less** Together-with structure measuring **30 Sq. FT.** more or less in favour of the other two Co-sharers/Co-owners on the legitimate ground on the majority Co-owners as their urgent necessity of cash or as the case may be to avoid a major peril and subsequently finalized to sell the aforesaid 5/7th (Fifth by Seventh) part of undivided land and structure, being the areas of 'Bastu' Land measuring **1971 Sq. Ft. or 02 (Two) Cottahs 11 (Eleven) Chittaks 37 (Thirty Seven) Sq. Ft.** more or

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less in undivided manner out of the total land **03 Cottahs 13 Chittaks 15 Sq. FT.** with Tile Shed house 150 Sq. Ft. in undivided manner.

AND WHEREAS thereafter, **Sri Arun Kumar Mirta, Sri Barun Kumar Mitra, Sri Swapan Kumar Mitra, Sri Tapan Kumar Mitra and Smt. Basanti Rani Dutta,** being the Five co-sharers out of Seven Co-sharer of the said entire land, **therein Called VENDORS** absolutely sold, transferred and disposed of with physical possession of the **5/7th** undivided share of the entire **Bastu land** measuring areas **1971 Sq. Ft. OR 02 (two) Cottahs 11 (Eleven) Chittaks 37 (Thirty Seven) Sq. Ft.** more or less and undivided areas of structure measuring 130 Sq. Ft. out of the **total land 03 Kt. 13 Ch. 15 Sq. Ft. more or less and total structure 150 Sq. Ft. more or less** unto or in favour of **Sri Bijoy Ghosh** Son of Late Lalmohan Ghosh and **Sri Partho Mondal** Son of Sri Bipul Mondal, **herein the Land Owners No 1 & 2** and the said entire land with Tile shed is lying and situated at: **Mouja-Sripur-Bagharghole. J.L. No. 59,** R.S. No. 172, under the Zill Collectorate Touzi No.1 Comprised of **C.S and R.S Dag No. 276 (L.R. Dag No. 461),** appertaining to **C.S and R.S. Khatian No. 848, (L.R.Khatian No.1319) P.S. Sonarpur** within the jurisdiction of Rajpur Sonarpur Municipality, Ward No.33, Holding No.87, Uttar Sreepur Road, District-24-Parganas (South), **by virtue of a Deed of Sale,** executed on **9th day of December-2013,** registered at the **Office of the A.D.S.R. Sonarpur,** and duly recorded in **Book No.1, Volume No. 28, Pages from 3568 to 3593, being No. 12685** for the year 2013 and the said Deed of Sale is a self-explanatory.

AND WHEREAS, thus said **Sri Bijoy Ghosh** and **Sri Partho Mondal** jointly and lawfully have seized and possessed of or otherwise sufficiently entitled to every right, title, interest and possession of **all that** areas undivided land areas **02 (two) Cottahs 11(Eleven) Chittaks 37 (Thirty Seven)Sq. Ft.** or a little more or less and undivided areas of structure measuring 130 Sq. Ft. more or less on the strength of lawful purchase as aforesaid and the other **two Owners** namely **Sri Tarun Kumar Mitra** alias **Tarun Mitra** Son of Late Sachindra Nath Mitra and **Smt. Bula Dasgupta** alias **Jayanti Dasgupta (nee Mitra)** the daughter of Late Sachindra Nath Mitra, called as others Co-sharer of the said

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Property remained in joint possession of areas of land measuring **01 Cottahs 01 Chittaks 23 Sq. Ft.** Together-with structure measuring **30 Sq. FT.** or more, each having $1/7$ (One Seventh) undivided share of land and Structure that is in total $2/7$ (Two Seventh) undivided share of land and Tile-Shed Structure in accordance with Hindu law of inheritance and Hindu succession Act. 1956 and the said undivided land total land 03 Kt. 13 Ch. 15 Sq. Ft. more or less and total structure 150 Sq. Ft. more or less lying and situated at: **Mouja-Sripur-Bagharghole. J.L.No.59**, R.S. No.172, under the Zill Collectorate Touzi No.1 Comprised of C.S and R.S Dag No. 276 (L.R. Dag No. 461), appertaining to C.S and R.S. Khatian No. 848, (L.R.Khatian No.1319) **P.S. Sonarpur** within the jurisdiction of Rajpur Sonarpur Municipality, Ward No.33, Holding No.87, Uttar Sreepur Road, District 24-Parganas (South).

AND WHEREAS the **Owners / Principals** of these Presents, being the **Owners No.1 & 2** namely **Sri Bijoy Ghosh 2) Sri Partho Mondal** are lawful Owner of $5/7^{\text{th}}$ (Five Seventh) undivided Portion of land and Structure measuring land areas **02** (two) **Cottahs 11**(Eleven) **Chittaks 37** (Thirty Seven) **Sq. Ft.** or a little more or less and structure **120 Sq. Ft.** more or less and **Owners Nos. 3 & 4** namely **3) Smt. Bula Dasgupta** alias/nee Jayanti Mitra and **4) Sri Tarun Kumar Mitra @ Tarun Mitra** are the Owners of undivided $2/7^{\text{th}}$ **Portion** of land and structure that is **All That** areas of land measuring **01 Cottahs 01 Chittaks 23 Sq. Ft.** more or less Together-with undivided part of structure about 30 Sq. Ft. or a little more and have been enjoying the same jointly by amicable understanding between themselves, having each undivided right, title interest and possession into and over the said land according to undivided share as mentioned above as per lawful purchase and inheritance as described earlier as aforesaid, more particularly mentioned hereunder Schedule and the Owner No-1 and 2 jointly hold $5/7^{\text{th}}$ share and Owner No-.3 & 4 jointly hold $2/7^{\text{th}}$ share i.e. 5:2 ratio lawfully .

AND WHEREAS all the **Land Owners**, herein the Party of the **First Part** mutually and amicably have decided, settled to develop their entire demolishing existing structure hereunder written in the **Schedule-A** in the form of construction of Multistoried Building in accordance with the

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Sanctioned Plan, be obtained from the competent Authority of Rajpur Sonarpur Municipality but the Land Owners, the First Part are unable to materialize the said intention of erection of new Building due to paucity of fund and lack of knowledge in the matter of civil construction and subsequently entrusted the **Developer, the Second Part and after satisfactory oral discussion in the matter of construction of new Building be erected at the cost and convenience of the Developer but due to avoid any future misunderstanding, disputes and differences, the both parties hereto entered into this **Agreement for Development** with M/S Pacific Construction a Sole Proprietorship Firm, Represented by Sri Bijoy Ghosh Son of Late Lalmohan Ghosh having its office at: **395, Boral Main Road, Rangkal, P.O. Garia, P.S-Sonarpur, Kolkata-700084**, herein the Second Part and both the parties enter this Agreement, binding with the following terms and conditions by these presents as mentioned hereunder :-**

NOW THIS DEVELOPMENT AGREEMENT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1.1 LAND OWNERS: 1) SRI BIJOY GHOSH Son of Late Lalmohan Ghosh, 2) SRI PARTHO MONDAL Son of Sri Bipul Mondal 3) SMT. BULA DASGUPTA alias/nee Smt. Jayanti Mitra Wife of Sri Manik Dasgupta 4) SRI TARUN MITRA Son of Late Sachindra nath Mitra, here-in-after called or referred to as the **Land Owners / Principals.**

1.2 DEVELOPER : shall mean **M/S PACIFIC CONSTRUCTION**, a Sole Proprietorship Firm, **Represented by** its sole proprietor **SRI BIJOY GHOSH** Son of Late Lalmohan Ghosh having its office at: **395, Boral Main Road, Rangkal, P.O. Garia, P.S. Sonarpur, Kolkata-700084** and residing at C/9 Rajnarayan Park, P.O.+Village:Boral, P.S:Sonarpur, Kolkata-700154, here-in-after called or referred to as the **DEVELOPER/ BUILDER / CONTRACTOR.**

(Incuse of demise of the Present Owners and the Proprietor of the Developers' Firm both parties legal heirs, successors, executors and legal representatives shall be included).

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1.3 HOLDING: shall mean the areas of land **03 Cottahs 13 Chittaks 15 Sq. Ft.** more or less and the entire structure areas as per measurement **150 Sq.Ft.**(be demolished for new construction),lying and situates at **Mouja:- Sripur Bagharghole. J.L.No.59, R.S.No.172,** Zill Collectorate Touzi No.1 Comprised of **C.S and R.S Dag No. 276 (L.R. Dag No. 461), appertaining to C.S and R.S. Khatian No. 848, (L.R. Khatian No.1319) P.S-Sonarapur** within the jurisdiction of **Rajpur Sonarpur Municipality, Ward No.33, Holding No.87, Uttar Sreepur Road, District: 24-Parganas (South) .**

1.4 BUILDING: Shall mean the Building to be constructed on the said plot of land or Holding in accordance with the Sanctioned Plan, be approved and granted by the appropriate authority of Rajpur Sonarpur Municipality .

1.5. COMMON FACILITIES AND AMENITIES: shall include corridors, Hall-ways, stair-ways, passages, ways, lavatories, provided by the Developer along -with pump-room, water, water- reservoir, over head tank, water pump. and motor and other common facilities which may transfer at the time of possession and by any other means adopted for effecting what is understood as a transfer of space with undivided proportionate share or interest in land proportionate to the area of the Flat and the right to use in common space in said Building Premises.

1.6. SALEABLE SPACE: shall mean the space in the Building available for independent use and occupation after making due provision for common passages, facilities and the space required for common use for all lawful occupiers.

1.7. ARCHITECT: shall mean the person or persons Civil-engineer who may be appointed by the Developer for designing and planning and supervision of the said Building.

1.8. BUILDING PLAN : shall mean the Plan be **sanctioned by the concerned Authority of Rajpur Sonarpur Municipality** or any other authorities be required for the said Building construction with such alterations or modifications as the case may be made by the Developer with the approval of the Owners from time to time and for which the

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Developer will have the right to get its sanctioned of the revised Plan, sanctioned by the concerned Authority of Rajpur Sonarpur Municipality and others and in case of any deviation alteration and modification, the supplementary Building Plan to be made and approved from the concern authority of the said Municipality and Revised Plan to be shown to the Land Owner if required .

1.9. TRANSFER : with its grammatical variation shall mean transfer by mean of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer and any new constructed in the from of Flat/Car-Parking/Shops whatsoever with undivided interest in land proportionate to the area of the Flat and the right to use in common space in multi-storied building by purchaser/occupiers of any unit of the said newly constructed Building .

1.10. TRANSFEREE: shall mean the person, Firm, Limited Company, Association/persons to whom any space, Flat, Car-Parking, Commercial or any other Space of said Building would be transferred.

1.11. TRANSFEROR: shall mean the Vendor and the Developer and particularly the Vendor shall have right to appoint or engage his Attorney or Attorneys on behalf of them who will perform all acts, Deeds and things in the name of the Vendors including the good right and absolute authority to sign, execute, present and get registered all Deeds, documents on behalf of the Land Owner from the authentication Registration office .

1.12. WORDS: importing masculine gender shall include feminine gender and neuter gender, like-Wise importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

1.13 Facilities, subject to stipulation of the said building as per Apartment Act 1972 and its time to time amendment thereof or now in force and both the land owners and the Developer shall be under the purview of Income-Tax act and follow the rules .

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It is understood between the Land-Owners and the Developer.

It is clearly Stated that the Flats and others salable areas here-in-after called as Land Owner's Allocation, comprised of the Building on the below Schedule land of the Land-Owners shall be handed over in Complete and habitable Condition within 24 (Twenty Four) months from the date of the Sanctioned Plan which shall be extended further 06 (Six) months and allocation of the Developer and the Land Owners here under provided out of the total F.A.R OR CONSTRUCTED AREAS of the said new Building .

1.14 THE LAND OWNER'S ALLOCATION: On or after the Completion of the Building or Project in all respect or after sanctioned of Building Plan the **Land Owners' Allocation** shall be handed over in the following manner which is One of the most essences of this Agreement:

i) **The Land Owners No.1 Sri Bijoy Ghosh & 2) Sri Partho Mondal** Son of Sri Bipul Mondal **shall jointly get 40%** (Forty Percent) of the Total Built up areas OR of the total construction or F.A.R. as per Sanctioned Plan, be obtained from Rajpur Sonarpur Municipality and the same shall be delivered to them .

ii) **The Land Owner No.3 Smt. Bula Dasgupta** alias/nee **Smt. Jayanti Mitra** shall get One **Residential Flat** measuring **250** (Two Hundred Fifty) **Sq.Ft. Built up areas** on the **Top Floor** and the said **Flat** consisting of **One Bed Room, One Dining cum Kitchen, One Toilet** comprised of the **Building erected on the land** mentioned hereunder **Schedule-A**, under **Holding No. 87 Boral Uttar Sreepur, Ward No. 33 of Rajpur Sonarpur Municipality, Kolkata- 700154 .**

iii) **The Land Owner No. 4, Sri Tarun Mitra** Son of Late Sachindra Nath Mitra, shall also **get the two Flats each measuring 350** (Three Hundred Fifty) **Sq. Ft. Built up area** more or less **or in total more or less 700** (Seven hundred) **Sq.Ft. Built up area** in the same **Floor** which shall be shall be **settled as per Developers' Choice.**

Further, said **Land Owner No.4, Sri Tarun Mitra** Shall get **Rs.1,50,000/-**(Rupees One Lac Fifty thousand) **Only** as non-adjustable

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money to be treated as consideration of proportionate share of land and the same is non-refundable money at a time or part by part.

All the aforesaid Land Owners' Allocation shall be provided Together-with undivided proportionate share or interest of the below **Schedule-A** land **Together-with** common areas and others Common Facilities and Common amenities subject to general restriction to be provided to all Flat Owners and the aforesaid Flats/Units shall be handed over in habitable vacant condition **TO HAVE AND HOLD** with all usufructs to enjoy hereditably with right to transfer the same by way of any kinds of Deed or Deeds. Each and every land Owner shall have right to sell or dispose of each allocation as recited above independently without help of others.

Be it noted here that the Land Owners and the Developer have every right to adjust or alter the aforesaid allocated portion by way of mutual understanding and the same shall be reflected in the Supplementary Agreement be signed by both party which is to be treated as part and parcel of this Development Agreement and the same shall be considered as legal document to all whom it may concern and each parties allocated portion shall be earmarked in the sanctioned Building Plan.

1.15. DEVELOPER ALLOCATION: save and except Owners' Allocation as recited above, the rest of all the constructed salable areas shall be provided to the Developer or treated as Developers' Allocation, here-in Party of the **SECOND PART** in the following manner :-

i) **The Developer/Second Party** shall get its all the allocated Portions in **Built up areas in the following manner:-**

Developers' Allocation shall be : Total Allocation- Less (40% Forty Percent Allocation of Land Owners No 1 & 2 + Allocation of Land Owners No 3 & 4 i.e. 250 Sq. Ft.+ 350 Sq. Ft.+ 350 Sq. Ft.) Built up area which shall be mathematically calculated to have final allocated portion of the Developer after completion of Building without any interference and disturbance by others .

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All the aforesaid Developers' Allocation shall be provided Together-with undivided proportionate share or interest of the below Schedule-A land Together-with common areas and others Common Facilities and Common amenities subject to general restriction to be provided to all Flat Owners and the aforesaid Flats/Units shall be handed over in habitable vacant condition TO HAVE AND HOLD with all usufructs to enjoy hereditably with right to transfer the same by way of any kinds of Deed or Deeds. Each and every land Owner shall have right to sell or dispose of each allocation as recited above independently without help of others.

Be it noted here that the Land Owners and the Developers have every right to adjust the aforesaid allocated portion by way of mutual understanding and the same shall be reflected in the Supplementary Agreement as aforesaid .

The Developers' Firm is entitled with the right to sell and/or dispose of and/or retain all other areas, spaces, common users and facilities and undivided proportionate share of land underneath the said Building of the sanctioned plan under their allocation except owners' allocation as recited above which shall be provided First of all after completion of the building as per sanctioned plan, then the rest of the allocation i.e. Developers' Allocation shall be sold, transferred and disposed of on the strength of registered Development/General Power of Attorney must be executed by the Land Owner in favour of the Developers' or in personal name or in the name of the said Firm named M/s. Pacific Construction and the said Development Power of Attorney shall not be cancelled, revoked until and unless all the Developer Allocated Portions are sold to the Third Party or otherwise shall be possessed, enjoyed and controlled by the Developers as per lawful right and title of the same .

1.16. Further, to avoid any intricacy the meaning of Built up area and Super Built up areas given hereunder :-

a) BUILT UP AREA:- the Covered area of the flat or any Covered Constructed portion along with the proportionate share of stair case .

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b) SUPER BUILT UP AREA:-Built up area plus proportionate share or interest of Common land, common areas, facilities, proportionate undivided common right to use of roof, share of meter room, safety tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as it deems fit and proper and as per its choice with the Covered area or built up area .

1.17 GENERAL/ DEVELOPMENT POWER OF ATTORNEY : the Owners shall execute and register one General / Development Power of Attorney in favour of the Developers' personal names or in favour Developers' Firm named **M/S Pacific Construction** in respect of the said land and holding more fully described in the **Schedule-A** Property for the construction of said Building and others needful purposes including empowering him/it with every right and authority including good right and absolute authority to sell, transfer and dispose of Developers' Allocated Portion lawfully at any authenticated registration office under the jurisdiction of the land, sign and execute all kinds of deeds and to present the same to the registration officer, receive the consideration from the intending purchaser and complete the sale proceed by signing on Deed Return Receipt or T.G.R on the strength of General / Development Power of Attorney, executed by the Land Owners and also to do all inter alias acts, deeds and things time to time needful for the purpose of completion of said Building and dispose of Developers' Allocated portion and the Land Owners shall have no right and authority to revoke or rescind the same until both the parties allocation are distributed and the Developers' allocation are sold to the Third Party .

1.18. OWNERS' APPLICATION: the Owners shall be bound to take party by himself or through his Power of Attorney in respect of execution of Deed of Conveyance and other deeds in favour of the intending Buyer or Buyers of the Developer in respect of the Developers' Allocation as the case may be or shall appear before the Registering Authority as and when called for by the Developer for registration of the appropriate registration office or offices and admit execution thereof and shall be bound to do all needful acts, deeds and things for the proper registration on each deed or deeds.

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1.19. POSSESSION : the Land Owners' Allocation and possession will be handed over to the Land Owners before execution and registration of any Deed of Conveyance/s in favour of the Intending Purchaser or Purchasers by the Developers and the Developers shall be bound to execute the possession letters in favour of the Land Owners for each of their allocated portions prior to lawful transfer of Developers allocation. It is further declared by the Land-Owners that the Developers may make agreement/s with the Third Party for the sale of Developers' Allocated Portion prior to give possession of Land Owners' Allocated Portion and entitled to received advance/Part/Full Consideration from then, also may give registration of some of the Flats/units under Developer Allocation due to urgent need of money and the Land Owners are also agreed to handover all Original Copies of Title Deeds, Mutation Certificate, Tax-receipt and others whatsoever under their custody to the Developers at the time of execution of this Development Agreement which will prove their right, title and authority in respect of the aforesaid or below **Schedule-A** landed Property . Further, the Land Owners herein have declared that the below Schedule-A land is free, fare and marketable in all sense and meaning having their full right and authority to execute in all kinds of deeds including this Development Agreement.

ARTICLE - II DEVELOPER'S RIGHT

2.0 The Land Owner hereby grant, subject to what have been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said Building for "Commercially Exploit" the same by entering into Agreement/s for sale with the intending Purchaser of its allocated portion commercially as described and also described in the **Schedule-C** under Developers allocation and may make construction in accordance with the Plan be sanctioned by the appropriate authorities with or without amendment and/or modification made or caused by the Developer . Further, be it mentioned here that the Developer may further extend construction and regularize the same as per Municipal rules .

2.1 In consideration of the above, the Developer shall be entitled to all other flats / units save and except the Owners' Allocation stated herein before at the said Holding together with the proportionate undivided

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share of land and the common facilities, amenities and restrictions as per Apartment Act. 1972 and the Developer shall be entitled to enter into Sale-Agreement with the intending buyers for sale and transfer in its own name with any kinds of Deed of Transfer and to receive, realize and collect all money in respect thereof which allotted portion belongs to the Developer which the Land Owner hereby consent to the Developer entering into the said Agreement and the Owner undertake to convey the salable area with said right to the Purchaser when called upon by the Developer and made a party to his Agreement and also do all acts, Deeds and things for the distribution of Developers' allocated portion in favour of the intending Purchasers or others as per will or intention of the Developer, if required .

2.2 The Developer shall be deemed to be the Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer allocated portion together-with proportionate undivided share of land and also other facilities, privileges subject to restriction as per **Apartment Act 1972** followed by its amendment day by day on the strength of registered **Development Power of Attorney** executed by the Land Owners in favour of the name of **SRI BIJOY GHOSH OR** in favour of **M/S PACIFIC CONSTRUCTION**, herein **the party of the Second Part** where the Land Owners shall give said **SRI BIJOY GHOSH OR** Developers' Firm the exclusive power, right and authority to construct the said building at the cost and convenience of the Developer along-with the right and Authority to sell or transfer in any way of the allocated portion under the Developer's Allocation .

2.3 The Developers shall at its own cost construct and complete the building as per Sanction Plan with the facility and amenities at the said Premises to be built with good and standard building materials as may be specified by the Architect from time to time, and such construction of the said Building shall be completed entirely by the Developers at its own cost and conveniences within 24 (Twenty Four) months from the date of obtaining the Sanction Plan from **Rajpur Sonarpur Municipality** which is expendable for six months which is the most essence of this

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Agreement. Be it further noted here that the act of Gods or force-major and in case of unavoidable circumstances the period of completion of the building to be extended either six months or more or the period of extension for the completion of the said building will be mutually agreed. Time in this respect unless the same is beyond the control of the Developer being deemed to be the essence of the Agreement between the Parties.

2.4 The Developers shall provide in the said Building water connection. Storage tanks, overhead reservoir, electrification, permanent electric connection and until permanent electric connection is obtained temporary electric connection to be provided in a residential multistoried building, having self-contained apartment and constructed spaces for sale and/or residential flat and/or constructed spaces on ownership basis and in that case, the cost of temporary electric connection to be borne by the each Flat/Unit Owners equally or proportionately but in case of common electric connection all Owners shall bear the said cost equally. *Installation Cost of Transformer shall be jointly borne by the all owners / Purchasers.*

2.5 The Developers shall be authorized in the name of the Owners in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power drainage, sewerage and/or Gas to the Building and other facilities required for the construction of enjoyments of the Building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land Owners allocated portion by the Land owners, they shall bear the aforesaid all outgoing expenses for their respective allocated portion only.

2.6 The Developers shall at its own costs and expenses and without creating any financial or other liability on the Land Owners, construct and complete the Building and various units and/or apartments therein in accordance with the Building Plan and any amendment thereto or

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modification thereof made or caused to be made by the Developers with the consent of the owners in writing.

2.7 That, the Developers have right or liberty to sell its allocated portion to the nominee or nominees of the Developer, otherwise the nominee or nominees of the Second part are not entitled to get any portion of the project as intending Purchaser / Purchasers of the said project, but in case of the demise of the Developer, its legal heirs, survivor and or nominees shall be entitled to seize and possess of the constructed areas together-with proportionate undivided share of land under the Developers' Allocated portion without any objection of the Land Owners or any one under the trust of them .

2.8 All taxes, costs, charges and expenses including Architect's fees etc. shall be paid, discharged and borne by the Developers from the date of taking possession of the said land with structure till delivery of possession and the Owner shall have no liability in this context but after getting possession of their allocated portion in fully completed condition, Land Owners shall pay all the rent, rates, taxes, maintenance charges and others outgoings for each of their allocated portion only and it is also mentioned here that the Land Owners shall clear all rent, rates and taxes including outstanding liabilities if any, in respect of the said land on or before delivering possession of the said plot of land hereunder **Schedule-A** to the Developers for the construction of new Building as per sanction plan granted by the competent authority . Be it mentioned here that if the Developer bears any expenses which should be borne by the Land Owner and if any of the Land Owners receive any amount of money apart from written herein shall be adjusted @ Rs. 2000/- per Sq. Ft.

2.9 The Developers shall request the Land Owners to release or deliver possession of the Land either in written or verbally state to release the same in particular date in question of new construction thereon and the Land Owners have to follow the said request without any objection or tantalizing the Developers for said delivery of possession of land .

3.0 LAND OWNERS' REPRESENTATIONS: The Land Owner hereby declare that the below schedule land is fair and free, from all

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encumbrances having a good marketable right, title, interest and possession of his own and he has here to fore not done any acts deeds or things by which the below A Schedule landed property may be affected and arise any litigation in regards to the unencumbered status of the said Land and also declares as follows :-

a) That, Owners, the Party of the First Part are absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said premises and the Land Owners have not here to fore execute any deed, agreement with third party in respect of their below schedule land and shall not execute the same after these presents .

b) That, the said Premises is free from all encumbrances and the owner has marketable title in respect of the said premises .

c) That, there is no excess vacant land at the said Premises within the meaning of the Urban land (Ceiling and regulation) Act. 1976 and both parties obey the income tax rules after these presents .

d) That, the Owners hereby grants, exclusive right to Developers to under take new construction on the said Premises in accordance with the Plan or Plans to be sanctioned by the authority of Kolkata Municipal Corporation and to demolish the existing Building and commercially enjoy all building materials by The Developer subject to rental accommodation to Sri Tarun Mitra only.

e) That, all application plans and other papers and Xerox copy of documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at the Developer's cost and expenses without any objection .

f) That, the Land Owners here-in-after shall not claim any division or sub-division of the land and also of the Building constructed on the said land and do not perform any acts, deeds or things which go against the interest of the developer till Developer's Allocation are sold transferred in any way .

3.1 The Developers, the Second Part accepts to complete the construction and deliver the Owners' share within 24 (Twenty Four months) after getting the sanctioned building Plan from the Authority Concern subject to the continuance or normalcy in the city of Kolkata

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and its adjacent locality and subject to natural calamities beyond the control of the Second Part which include civil commotion, fire, flood, riots etc. may cause from the date of sanction and approval of the plans also subject to giving vacant possession of the land by the Land Owners and in that case the period of completion of the building may be delayed as aforesaid .

3.2 The Second Part hereby undertaken to the Land Owners to keep them harmless, identified from or against all third party claims, action arising out of any sorts of non-payment bills of the Contractors or any other person/persons relating to the construction on the Land described hereunder **Schedule-A** .

3.3 The Land Owners hereby nominate, constitute and appoint the Developers' Firm or partners personally, the Second Party as their true and lawful constitute attorney to execute, perform all or any inter-alias acts, deeds and things or any more cause to be done for below schedule land in question of construction and selling each Flats/Units/Salable areas together-with proportionate share of Land under the Developers allocation and for this purpose as mentioned above .

3.4 The Land Owner 4 Sri Tarun Kumar Mitra @ Tarun Mitra has received Rs. 10,000/- (Rupees Ten Thousand) only by Cash and remaining amount Rs.1,40,000/- shall be paid, by the Developer part by part hereafter which shall be treated as minimum Consideration Value of this Agreement and non-adjusted the same against Land Owner's Allocation .

ARBITRATION: Any dispute or difference which may arise between the Parties herein-with in regard to the construction and disposing of the Developers Allocated portions as mentioned above and also providing Land-Owners allocations as mentioned under the meaning of these presents or effect of this Deed or any part thereof shall be referred to any two arbitrators each to be engaged or appointed by such party and their decision shall be binding upon both the parties herein which shall be met up as per Law by a submission within the meaning of the Arbitration and Reconciliation Act. 1996, including its statutory modifications re-enactment and up-to-date amendment thereof.

Tarun Mitra

Received by -

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Both, the Land Owners and the Developer shall have every right to appear before any Jurisdiction court of law either Civil or Criminal for any unsolved disputes raised out of this Development Agreement.

SCHEDULE-A ABOVE REFERRED TO

(The description of Land where new Building will be Constructed)

ALL THAT Piece and Parcel of **Bastu** land **03 Cottahs 13 Chittaks 15 Sq. Ft.** and entire structure areas as per measurement **150 Sq. Ft.** be demolished for new construction, lying and situates at **Mouja-Sripur Bagharghole. J.L.No. 59, R.S. No. 172, Zill Collectorate Touzi No. 1** Comprised of **C.S or R.S Dag No. 276 (L.R. Dag No. 461),** appertaining to **C.S or R.S. Khatian No. 848, (L.R. Khatian No.1319), P.S-Sonarpur** within the jurisdiction of **Rajpur Sonarpur Municipality , Ward No-33, Holding No. 87, Uttar Sreepur Road, District 24-Parganas (South),** herein collectively called the **property under this Development Agreement** with all usufructs thereof, all using rights of ingress and egress with all easement rights interest, possession. The aforesaid land is butted and bounded by :

ON THE NORTH	:	Land under Dar No- 275
ON THE SOUTH	:	24 Ft. Wide Municipal / Govt. Road
ON THE EAST	:	Land under Dag No- 276 (P)
ON THE WEST	:	Land under Dar No- 274

SCHEDULE - B ABOVE REFERRED TO

(The Description of Land Owners' Allocation)

THE LAND OWNER'S ALLOCATION: On or after the Completion of the Building or Project in all respect or after sanctioned of Building Plan the **Land Owners' Allocation** shall be handed over in the following manner which is One of the most essences of this Agreement:

- i) **The Land Owners No.1 & 2 Sri Bijoy Ghosh 2) Sri Partho Mondal** Son of Sri Bipul Mondal shall jointly get 40% (Forty Percent) of the **Total Built up areas O R** of the **total construction or F.A.R.** as per **Sanctioned Plan** be obtained from **Rajpur Sonarpur Municipality** and the same shall be delivered to them .

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ii) **The Land Owner No.3 Smt. Bula Dasgupta** alias/nee **Smt. Jayanti Mitra** shall get One **Residential Flat** measuring **250** (Two Hundred Fifty) **Sq.Ft. Built up areas** on the **Top Floor** and the said **Flat** consisting of **One Bed Room, One Dining cum Kitchen, One Toilet** comprised of the **Building** erected on the land mentioned hereunder **Schedule-A**, under **Holding No. 87 Boral Uttar Sreepur, Ward No. 33** of **Rajpur Sonarpur Municipality, Kolkata- 700154** .

iii) **The Land Owner No. 4, Sri Tarun Kumar Mitra** Son of Late Sachindra Nath Mitra, shall also get the two **Flats** each measuring **350** (Three Hundred Fifty) **Sq. Ft. Built up area** more or less or in total more or less **700** (Seven hundred) **Sq.Ft. Built up area** in the same **Floor** which shall be settled as per **Developers' Choice**.

Further, said **Land Owner No.4, Sri Tarun Kumar Mitra @ Tarun Mitra** Shall get **Rs. 1,50,000/-**(Rupees One Lac Fifty thousand) **Only** as non-adjustable money to be treated as consideration of proportionate share of land and the same is non-refundable money at a time or part by part.

All the aforesaid Land Owners' Allocation shall be provided Together-with undivided proportionate share or interest of the below **Schedule-A** land **Together-with** common areas and others Common Facilities and Common amenities subject to general restriction to be provided to all Flat Owners and the aforesaid Flats/Units shall be handed over in habitable vacant condition **TO HAVE AND HOLD** with all usufructs to enjoy hereditably with right to transfer the same by way of any kinds of Deed or Deeds. Each and every land Owner shall have right to sell or dispose of each allocation as recited above independently without help of others.

SCHEDULE - C ABOVE REFERRED TO

(The description of Developers' Allocation)

DEVELOPER ALLOCATION: save and except Owners' Allocation as recited above, the rest of all the constructed salable areas shall be provided to the Developer or treated as Developers' Allocation, here-in Party of the **SECOND PART** in the following manner :-

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i) **The Developer/Second Party** shall get its all the allocated Portions in **Built up areas in the following manner:-**

Developers' Allocation shall be : Total Allocation- Less (40% Forty Percent Allocation of Land Owners No 1 & 2) + (Allocation of Land Owners No 3 & 4 i.e. 250 Sq. Ft.+ 350 Sq. Ft.+ 350 Sq. Ft.) Built up area which shall be mathematically calculated to have final allocated portion of the Developer after completion of Building without any interference and disturbance by Owners or Others any one under the trust of Owners .

All the aforesaid Developers' Allocation shall be provided Together-with undivided proportionate share or interest of the below **Schedule-A** land **Together-with** common areas and others Common Facilities and Common amenities subject to general restriction to be provided to all Flat Owners and the aforesaid Flats/Units shall be handed over in habitable vacant condition **TO HAVE AND HOLD** with all usufructs to enjoy hereditably with right to transfer the same by way of any kinds of Deed or Deeds. Each and every land Owner shall have right to sell or dispose of each allocation as recited above independently without help of others.

Be it noted here that the Land Owners and the Developers have every right to adjust the aforesaid allocated portion by way of mutual understanding and the same shall be reflected in the Supplementary Agreement as aforesaid .

The Developers' Firm is entitled with the right to sell and/or dispose of and / or retain all other areas, spaces, common users and facilities and undivided proportionate share of land underneath the said Building of the sanctioned plan under their allocation except owners' allocation as recited above which shall be provided First of all after completion of the building as per sanctioned plan, then the rest of the allocation i.e. Developers' Allocation shall be sold, transferred and disposed of on the strength of registered Development/General Power of Attorney must be executed by the Land Owner in favour of the Developers' or in personal name or in the name of the said Firm named



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M/S Pacific Construction and the said Development Power of Attorney shall not be cancelled, revoked until and unless all the Developer Allocated Portions are sold to the Third Party or otherwise shall be possessed, enjoyed and controlled by the Developers as per lawful right and title of the same .

SCHEDULE - D ABOVE REFERRED TO
(COMMON AREAS AND COMMON FACILITIES)

COMMON AREAS shall mean corridors, path-ways, stairways, Roof, beam, main structure, underground Water reservoir, overhead water reservoir Pump, Pump room, Motor, Roof, Parapet Wall, Drainage and Sewerage, vacant land and all others that are fit for common use of Main Door Free ingress and egress boundary wall, Meter Room and common purposes of all occupiers Developer/Land Owner. All other spaces, areas, installations, fittings and fixture as may from time to time be installed and arranged and provided for common service and common benefit.

SCHEDULE - "E" ABOVE REFERRED TO
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, redecorating etc. of the said structures and in particular the roof, gutter and rain water pipes of the building, water pipes, and electric wire of the building including entrance passage and landing stair case of the said building and also including the boundary walls and compound terrace etc. of the same .
- b) The costs of cleaning and lightening of the passages, landing, staircases and other parts of the building as enjoyed by the purchasers/occupiers .
- c) The cost of decorating the exterior of the building.
- d) Salaries of staff /care-taker /security Guard/sweeper etc.
- e) Municipal taxes, levies etc. to be paid proportionately until the Purchasers' flat is not separately assessed.
- f) Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchasers/occupiers as called as legal expenses.
- g) Such other expenses as may from time to time be deemed fit and proper by the ASSOCIATION of the aforesaid building.
- h) All other expenses & outgoings to be paid by the purchasers/occupiers as follows:-
 - i) Changing of light point or light.
 - ii) Changing of pipe for common purpose.
 - iii) If transformer is installed, the Land Owners shall bear proportionate cost of expenses .

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SIXTH SCHEDULE REFERRED TO ABOVE

(Specification)

STRUCTURE AND FOUNDATION: Building designed on R.C.C foundations as per sanction plan floor and design.

FLOOR & SKIRTING : All bed rooms and dining will have marble slab minimum size as per choice of the Developers with 6" skirting dado.

TOILETS : Two toilets will be provided with PVC pipe for general water supply from over head tank with water connection from reasonable source. One standard white basin, commode, one white WC with down cistern for toilet and walls have well known company tiles upon 4' - 0" height all around and 6'-0" height in bath area and flooring will be marble, with one guesser point and Ex-fan point. One basin in drawing/dining.

KITCHEN :Kitchen will have marble with 6" skirting all around, Kitchen will have one Granite / Black Stone table and one Black stone/Aluminum sink, walls have glaze tiles upon 2'-6" height from the top of Granite stone kitchen table.

DOORS & DOORS FREMS :All doors will have 4" X 3" Sal wooden frame and 32 mm thick flush door, main door may be wooden with lock and magic eye. AND iron made collapsible gate in front.

WINDOWS FRAME & GRILLS :All windows are Aluminum made/sliding with clear sheet Glass with Box grill.

INTERNAL WALLS : Plaster walls finished with plaster of Paris, Bricks works will be done 8" thickness for external and 3" for internal partition walls.

EXTERNAL WALLS : External walls to be one coated with water proof cement paint/weather coat.

WIRING : All concealed wiring in every rooms, toilet, kitchen, living cum-dining and verandah, the use material will be ISI marked and Light Point shall be as under

BED ROOM :

i) One bracket light point, ii) One tube-light point iii) One ceiling fan point iv) One night lamp point v) One 6 pin plug point on switch board vi) A. C. point vii) One T. V. Antenna concealed pipe line lay out only.

LIVING/ DINING :

i) One tube-light point ii) One bracket light point iii) One ceiling fan point iv) One 5 AMP point v) One 5 pin plug point on switch Board vi) One T.V.. Antenna concealed pipe line lay out only vii) One Electric Call bell attached at Flat entrance.

Anything extra is demanded by the OWNERS apart from the technical specification given in Schedule that shall be made or done by the cost of the Owners payable in advance according to the market price.



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IN WITNESS WHERE OF the parties hereto have put their signatures on this day, month and year first above written.


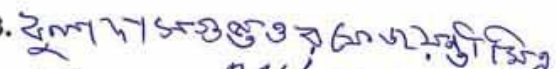
SIGNED, SEALED AND DELIVERED:

In the presence of witness at 395, Boral Main Road Kolkata -84.

WITNESSES :

1.
Payel Samanta
2, Russa Road
3rd lane (s)
Kol- 700033

2. Bideput Das
BORAL LAKE POLLY
PO- BORA-
P.S.-SONARPUR
KOL- 154

1. 
2. Tapan Majhi
3. 
4. Jasun Mitra

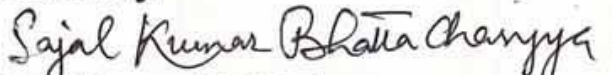
SIGNATURE OF THE LAND OWNERS
THE PARTY OF THE FIRST PART

For PACIFIC CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER / BUILDER/
For M/S. PACIFIC CONSTRUCTION.
THE PARTY OF THE SECOND PART

Drafted by:


Sajal Kumar Bhattacharyya,

Advocate, E.N No. WB- 1770/2001

Alipore Police Court, Kol-27

Alipore Police Court, Kol-27












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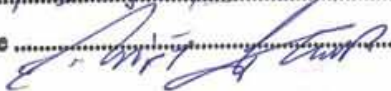

Avi Chowdhury












Garia, Kolkata - 84














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 left hand					
	 right hand				












Name BIJOY GHOSH
 Signature 


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

Name PARTHA MONDAL
 Signature 

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 left hand					
	 right hand				

Name SRI TARUN MITRA
 Signature 

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 left hand					
	 right hand				




Name SMT. BULA DASGUPTA
 Signature 











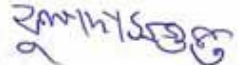



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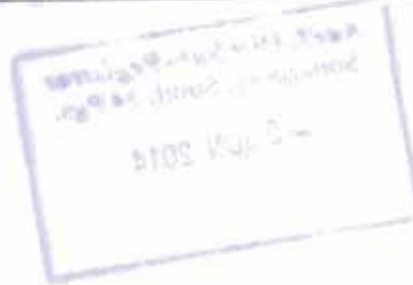
Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. SONARPUR, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 06631 / 2014, Deed No. (Book - I , 05406/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Bijoy Ghosh C/9 Rajnarrayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	 02/06/2014	 LTI 02/06/2014	 02.06.2014

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Bijoy Ghosh Address -C/9 Rajnarrayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 02/06/2014	 LTI 02/06/2014	
2	Partho Mondal Address -153, Subhas Pally, Kolkata, Thana:-Bansdroni, P.O. :-Garia, District:-Kolkata, WEST BENGAL, India, Pin :-700084	Self	 02/06/2014	 LTI 02/06/2014	
3	Bula Dasgupta Address -5/24 Azadgarh, Kolkata, Thana:-Regent Park, District:-Kolkata, WEST BENGAL, India, Pin :-700084	Self	 02/06/2014	 LTI 02/06/2014	
4	Tarun Mitra Address -Boral Uttar Sripur, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 02/06/2014	 LTI 02/06/2014	




(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR



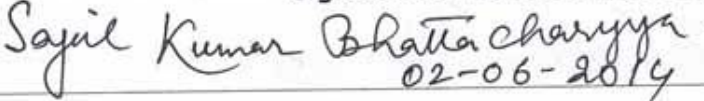
Advt. Dist. Sub-Registrar
Sonarpur, South 24 Pgs.
- 2 JUN 2014

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. SONARPUR, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 06631 / 2014, Deed No. (Book - I , 05406/2014)


Signature of the person(s) admitting the Execution at Office.

Sl. No. Admission of Execution By	Status	Photo	Finger Print	Signature
5 Bijoy Ghosh Address -C/9 Raj Narayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 02/06/2014	 LTI 02/06/2014	 2.6.2014

Name of Identifier of above Person(s)
 Sajal Kumar Bhattacharyya
 Alipore Police Court, Kolkata, District:-Kolkata, WEST
 BENGAL, India, Pin :-700027

Signature of Identifier with Date

 02-06-2014




 (Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR

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Additional District Sub-Registrar
Sonarpore, South 24 Parganas
= 2 JUN 2014

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Government Of West Bengal
Office Of the A.D.S.R. SONARPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 05406 of 2014
(Serial No. 06631 of 2014 and Query No. 1608L000008901 of 2014)

On 02/06/2014

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 : 4, 5(f) of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 02/06/2014

(Under Article : ,E = 21/- on 02/06/2014)

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.-19,25,329/-

Certified that the required stamp duty of this document is Rs.- 5020 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 30/- is paid , by the draft number 099430, Draft Date 29/05/2014, Bank : State Bank Of India, SUBHASHGRAM, received on 02/06/2014

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

Presented for registration at 12.17 hrs on :02/06/2014, at the Office of the A.D.S.R. SONARPUR by Bijoy Ghosh , one of the Executants.

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

Execution is admitted on 02/06/2014 by .

1. Bijoy Ghosh, son of Lt. Lalmohan Ghosh , C/9 Rajnarrayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : Business
2. Partho Mondal, son of Bipul Mondal , 153, Subhas Pally, Kolkata, Thana:-Bansdroni, P.O. :-Garia, District:-Kolkata, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
3. Bula Dasgupta Alias Jayanti Mitra, daughter of Lt. Sachindra Nath Mitra , 5/24 Azadgarh, Kolkata, Thana:-Regent Park, District:-Kolkata, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : House wife
4. Tarun Mitra, son of Lt. Sachindra Nath Mitra , Boral Uttar Sripur, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : Retired Person

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

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ADDL. INSP. SUB-REGISTRAR,
SOMAPUR, SOUTH 24 PGS.
- 2 JUN 2014

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Government Of West Bengal
Office Of the A.D.S.R. SONARPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 05406 of 2014
(Serial No. 06631 of 2014 and Query No. 1608L000008901 of 2014)

5. Bijoy Ghosh

Partner, M/s Pacific Construction, 395 Boral Main Rd., Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.

, By Profession : Business

Identified By Sajal Kumar Bhattacharyya, son of . . ., Alipore Police Court, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Advocate.

(Biswajit Dey)

ADDITIONAL DISTRICT SUB-REGISTRAR



Bj

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

1. The Registrar of Land Revenue,
Sonarpore, South 24 Parganas
District, West Bengal.

2. The District Registrar, Sonarpore, South 24 Parganas
District, West Bengal.

3. The District Registrar, Sonarpore, South 24 Parganas
District, West Bengal.

4. The District Registrar, Sonarpore, South 24 Parganas
District, West Bengal.

Adl. Dist Sub-Registrar,
Sonarpore, South 24 Parganas
- 2 JUN 2011



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 580 to 613
being No 05406 for the year 2014.



(Biswajit Dey) 03-June-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR
West Bengal