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

[Signature]
District Sub-Registrar-V
Alipore, South 24 Parganas
24.04.17

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 24th day of April Two Thousand and Seventeen (2017)

BETWEEN

[Signature]
[Signature]

Serial, 6091 Date 19-04-17
Name.....
Address.....
Rs. 500/-

Tapesh Mishra
Advocate
High Court, Calcutta

A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Kol-27



District Sub-Registrar-V
Alipore, South 24 Parganas

24 APR 2017

Identified by:

Tapesh Mishra
Advocate
High Court, Calcutta.

ENROL. No. F/1226/2007

SMT. ANASUA BANERJEE, (PAN – AJAPB3181E), wife of Sri Subhasish Banerjee, by faith - Hindu, by Occupation – Household work, by Nationality – Indian, residing at Baruipur Doltala, Near Ration Godwon, P.S. and P.O. Baruipur, Kolkata - 700 144, District – South 24-Parganas, hereinafter called and referred to as the “**OWNER/FIRST PARTY**” (which expression unless repugnant to the context shall mean and include her heir/heirs, executor/executors, assign/assigns, administrator/ administrators and representative/representatives) of the **FIRST PART**

AND

“**MESSRS BASBHUMI**”, (PAN – AFNPB5701P), a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA, (PAN – AFNPB5701P)**, son of Sri Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, hereinafter called the “**DEVELOPER/ SECOND PARTY**” (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/representatives, successors-in-office and successors-in-interest) of the **SECOND PART**.

WHEREAS by virtue of a registered Deed of Conveyance dated 15th June, 2011 registered in the office of Addl. District Sub-Registrar, Baruipur and entered into Book No. 1, CD Volume No. 16, at Pages 1174 to 1191, Deed No. 5052 for the year 2011, present **OWNER** namely **Smt. Anasua Banerjee** purchased the land comprising in R.S. Dag No. 48/108, measuring land area 1 (One) Cottah 8 (Eight) Chittacks and in R.S. Dag No. 47/109 measuring land area of 10 (Ten) Chittacks totaling land area of 2 (Two) Cottahs 2 (Two) Chittacks both under R.S. Khatian No. 84, C.S. Khatian No. 12 of Mouza - Chakmasur, J.L. Mo. 30, Touzi No. 151, within K.M.C. Ward No. 109, P.S. Survey Park, formerly P.S. Purba Jadavpur, District - South 24 Parganas from the previous Owners/Vendors namely Sri Subrata Paul, Sri Sovan Paul, Sri Mahabrata Paul, Sri Jogesh Chandra Paul, Smt. Suvra Das and Sri Binoy Bhushan Basu for a valuable consideration as mentioned thereof.



AND WHEREAS by virtue of another registered Deed of Conveyance dated 05.02.2015, registered in the office of Addl. District Sub-Registrar Sealdah and entered into Book No. 1, CD Volume No. 1, Page No. 9796 to 9812, Deed No. 502 for the year 2015, the present **OWNER** namely **SMT. ANASUA BANERJEE** again purchased the land area of 2 (Two) Cottahs 12 (Twelve) Chittacks comprising in R.S. Dag No. 48/108 and 47/109 both under R.S. Khatian No. 84 of Mouza - Chakmasur, J.L.No. 30, Touzi No. 151, Police Station - Survey Park, formerly P.S. Purba Jadavpur, Kolkata, known as Premises No. 2127, Chakgaria, Assessee No.31-109-03-5430-8 from Sri Binoy Bhushan Basu for a valuable consideration as morefully mentioned therein.

AND WHEREAS thereafter the present **OWNER** has recorded her name in the record of the Ld. B.L. & L.R.O., Kasba in respect of her total purchased land in Mouza - Chakmasur, J.L. No. 30, comprising in R.S. Dag No. 48/108 measuring land area of 1 (One) Cottah 8 (Eight) Chittacks and in R.S. Dag No. 47/109 measuring land area of 3 (Three) Cottahs 6 (Six) Chittacks both under of R.S. Khatian No. 84 in Mutation Case No. 457/15 and has being paying the land taxes to the authority concerned.

AND WHEREAS subsequently the present **OWNER** has recorded her name in the record of The Kolkata Municipal Corporation known as Premises No. 2127/1, Chakgaria, Assessee No. 31-109-03-6931-1, Kolkata - 700 075 in respect of land area 2 (Two) Cottahs 2 (Two) Chittacks and known as Premises No. 2127, Chakgaria, Assessee No.31-109-03-5430-8, Kolkata - 700 075 in respect of land area 2 (Two) Cottahs 2 (Two) Chittacks and as both the lands are situated adjacent to each other the present **OWNER** herein is now enjoying and possessing the total land in a single unit measuring total land area of 4 (Four) Cottahs 14 (Fourteen) Chittacks more or less by amalgamating the same before the K.M.C. and now the entire property is known and numbered as K.M.C. Premises No. 2127, Chakgaria, being Assessee No.31-109-03-5430-8, Kolkata - 700 075.

AND WHEREAS the present **OWNER** herein is now the absolute owner and is seized and possessed of All That land measuring an area of 4 (Four) Cottahs 14 (Fourteen) Chittacks togetherwith a tile shed measuring an area of 300 (Three hundred) Sq.ft. and the said land has been more fully described in the **SCHEDULE "A"** hereunder written. It is pertinent to mention that there is an existing occupier in the said tile shed of the Premises under the control of the present **OWNER**.



AND WHEREAS the **OWNER** is very much desirous to construct a new ground plus three storied building on her said property and to do make construction of a new building upon the said property of the Owner and the **OWNER** has approached the **DEVELOPER** for development of the said property and the **DEVELOPER** agreed to do so as per the terms and conditions mentioned hereinafter. The **OWNER** is developing her land through the **DEVELOPER** herein.

AND WHEREAS the **DEVELOPER** has agreed to make the construction of the proposed new Ground Plus three Storied Building with Lift facility on the said land as 46% : 54% ratio i.e. the **OWNER** shall get 46% (Forty six Percent) of the total Sanction Flat area and also 46% sanction Car parking area and the **DEVELOPER** shall get 54% (Fifty four percent) of the total sanction flat area and 54% of remaining Ground floor sanction area. The **OWNER'S** 46% (Forty six percent) shall be comprised of entire complete First Floor of the proposed building and an area of measuring 200 (Two hundred) Sq.ft. built up area from the Northern side of Ground floor in the proposed building and the balance area of the said 46% (Forty six Percent) shall be obtained by the **OWNER** from the Southern side (Back side) of the Third Floor of the proposed building after deducting an area of measuring 500 (Five hundred) Sq.ft. built-up area against the adjustable advance as mentioned below together with the **OWNER** shall also get 46% (Forty six Percent) of the total Sanction Car Parking Space area on Ground floor Southern side of the proposed building. Besides this the **OWNER** shall also enjoy the undivided proportionate share of land and the entire Owner's Allocation has been mentioned in the **SCHEDULE - 'B'** below. The **OWNER** shall also get an adjustable advance of Rs.20,00,000/- (Rupees Twenty Lac only) from the **DEVELOPER** by three separate installments as clearly mentioned in the **SCHEDULE-'B'** below. After Sanction of the building Plan a Supplementary Agreement may be executed between the **OWNER** and the **DEVELOPER** strictly in compliance with this agreement for clear distribution of the Flats and Car Parking area and also commercial areas, if any of the proposed building.

AND WHEREAS the **DEVELOPER** herein shall get the balance remaining area of the proposed building as per sanctioned building plan to be sanctioned by K.M.C. excluding **OWNER'S ALLOCATION** and hereinafter referred to as the "**DEVELOPER'S ALLOCATION**". The **DEVELOPER'S ALLOCATION** has been clearly mentioned and



described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground Plus three Storied Building with Lift facility on the said land at his own cost. The building shall be erected as per annexed Specification as well as the building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNER** : shall mean the party of the **FIRST PART** herein namely **SMT. ANASUA BANERJEE**, wife of Sri Subhasish Banerjee, and her legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean **MESSRS BASBHUMI**, a proprietorship firm represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA**, Party of the **SECOND PART** herein for the time being and its respective successor or successors in interest, legal heirs, representatives and administrators.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
 - (d) **PREMISES** : shall mean the Property situated at Mouza – Chakmasur, J.L. No. 30, within K.M.C. Ward No. 109, being Premises No. 2127/1, Chakgaria, Assessee No. 31-109-03-6931-1 and Premises No. 2127, Chakgaria, Assessee No. 31-109-03-5450-8 to be amalgamated. Police Station – Survey Park, Kolkata – 700 075 as mentioned and described in the **SCHEDULE 'A'** below.
 - (e) **BUILDING** : shall mean the proposed ground plus three storied building with lift facility to be constructed on the said premises as per sanctioned Ground Plus three Storied Building plan with Lift facility for residential purpose to be sanctioned by The Kolkata Municipal Corporation Borough Office – XII considering the specifications as mentioned in Annexure - X hereunder.



- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair case, passages ways, driveways, common lavatories, pump room, Lift, lift lobby, lift-well and lift room of the proposed building, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the Owner and the other flat owners.
- (g) **OWNER'S ALLOCATION** : The **OWNER** shall get 46% (Forty six Percent) of the total Sanction Flat area. The **OWNER'S** 46% (Forty six percent) shall be comprised of entire complete First Floor of the proposed building and an area of measuring 200 (Two hundred) Sq.ft. built up area from the Northern side of Ground floor in the proposed building and the balance area of the said 46% (Forty six Percent) shall be obtained by the **OWNER** from the Southern side (Back side) of the Third Floor of the proposed building after deducting an area of measuring 500 (Five hundred) Sq.ft. built-up area against the adjustable advance as mentioned below together with the **OWNER** shall also get 46% (Forty six Percent) of the total Sanction Car Parking Space area on Ground floor Southern side of the proposed building. Besides, the **OWNER** shall get an adjustable advance of Rs.20,00,000/- (Rupees Twenty Lac only) from the **DEVELOPER** by three instalments as mentioned in the **SCHEDULE-'B'** below. After Sanction of the building Plan a Supplementary Agreement may be executed by and between the **OWNER** and the **DEVELOPER** strictly in compliance with the contents of this agreement for clear distribution of the Flats and Car Parking area of the proposed building. The **OWNER** shall also enjoy the undivided proportionate share of land as morefully mentioned in the **SCHEDULE "B"** hereunder written.
- (h) **DEVELOPER'S ALLOCATION** : shall mean balance remaining area of the proposed building as per sanctioned building plan to be sanctioned by K.M.C. excluding the **OWNER'S ALLOCATION** as mentioned herein together with



undivided proportionate share of land and other common rights and facilities etc. as described in the **SCHEDULE 'D'** hereunder written.

- (i) **THE ARCHITECT** : shall mean such persons who will be strictly appointed by the **DEVELOPER** for both designing and planning superintending the works of the proposed building.
 - (j) **BUILDING PLAN** : would mean such proposed Ground plus three storied building plan with Lift facility for residential purpose to be prepared by the Planner/Architect for the construction of the proposed building to be erected as per the Plan to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
 - (k) **TRANSFER**: shall mean the **OWNER** may transfer her allotted share of 46 % (Forty six percent) and the **DEVELOPER** may transfer his allotted share of 54% (Fifty four percent) of the proposed building togetherwith their respective share of Car Parking Spaces on ground floor of the proposed building to be erected as per sanctioned building plan strictly complying with the Building Rules of Kolkata Municipal Corporation and such transfer to be made under the provisions of the transfer of property Act, 1882.
 - (l) **TRANSFeree**: shall mean any person, firm, limited company association or persons or body or individuals to whom any space in the building has been transferred for residential purpose only.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
 3. **THE OWNER DECLARES** as follows:
 - (a) That she is the absolute recorded Owner and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE – A** below.




(b) That the said property is free from all encumbrances and the **OWNER** has a good marketable title in respect of the said land as described in the **SCHEDULE – A** below.

(c) That the said Premises is free from all encumbrances, charges, liens lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANTS** as followings:

- (a) That the **OWNER** has hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- (b)(i) **OWNER'S ALLOCATION** : the **DEVELOPER** shall give the **OWNER** as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** below.
- (ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall get the rest flats and Car parking Space of the proposed building as the **DEVELOPER'S ALLOCATION** as described in the **SCHEDULE-'D'** hereunder written.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities have been prepared signed and submitted by the **DEVELOPER** for and in the name of the **OWNER** at the cost of **DEVELOPER** and if any alteration /modification of making further plans for proposed construction are required the **OWNER** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities on the said land and the **DEVELOER** shall appear, represent, sign before the concerned authorities



on behalf of the **OWNER** and in his name in connection with any or all of the matters aforesaid and the **OWNER**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.

- (e) That the **DEVELOPER** Firm shall erect the building in the said premises as per the sanction building plan to be sanctioned by K.M.C. and for the same the **OWNER** shall put his signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion togetherwith the undivided proportionate share of land and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER** but the **OWNER** shall not be liable for the same.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground Plus three Storied Building with Lift facility thereon in accordance with the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office.
- (g) The **DEVELOPER** shall construct the new building on the land and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper for such construction of the said proposed building according to the building plan to be sanctioned by The Kolkata Municipal Corporation on the said land for residential purpose only at the cost of the **DEVELOPER** and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to his respective share of his allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive



right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.

- (i) The **DEVELOPER** shall apply in the name of the **OWNER** and represent him before the Government Authorities, local and public bodies if required in connection with the proposed construction work of the said building thereon in terms of this agreement and the **OWNER** shall not raise any objections for it.
- (j) That the **DEVELOPER** shall at its own costs construct the proposed building in accordance with sanctioned building plan as per specifications with bearing all responsibilities thereto and the **DEVELOPER** shall have to obtain sanctioned building plan from The Kolkata Municipal Corporation and the **DEVELOPER** shall complete the entire construction works of the proposed building within twenty four months from the date of sanction. If the construction works are hampered due to the events like earth quake, flood, riot, cyclone or tempest and/or for unforeseen circumstances the time may be extended accordingly up to a maximum period of six months.
- (k) That the **DEVELOPER** shall install pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities in the said building at his own cost as required to be provided in the new building to be constructed by the **DEVELOPER**.
- (l) If the **OWNER** fails to, prove her marketable title of the property after agreement, the **OWNER** has to refund the entire paid up adjustable advance and other damages on demand.
- (m) That the **DEVELOPER** shall complete the project within the stipulated period as mentioned herein and shall arrange Completion Certificate in respect of the project.
- (n) That the **DEVELOPER** shall be liable to pay the cost of project and he shall be liable to the every supplier of this project for the payment.



- (o) That an existing occupiers in the said Premises under the control of the **OWNER**. If the such occupier demands anything in respect of his occupation, the **OWNER** shall be only responsible for same and if he demands anything for his occupation, the same shall be strictly given from the Owner's allocation.

5. **THE OWNER HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER** as follows:-

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said property as per plan and specification mentioned herein above by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNER** hereby empowers and authorizes the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE - A** hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNER** shall execute and register a separate General Power of Attorney in favour of the **DEVELOPER** and this power shall remain in force till the completion of the project and/or for performance of all acts, deeds and things as recited hereinbefore within the stipulated period and after expiry of the stipulated period, the said power of attorney be automatically cancelled and/or rescind.



6. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNER** as follows :-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and if any sanction of modification or alteration is required, it shall be done at the **DEVELOPER'S** cost.
 - (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction the building plan of the said premises. If the construction works are hampered due to events like earth quake, flood, riot, cyclone or tempest and/or for unforeseen circumstances the completion time may be extended accordingly up to a maximum period of six months or else liquidated damamage charge would be imposed as mentioned hereinbefore.
 - (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
 - (iv) That the **DEVELOPER** shall sell the flats and garages of the Developer's shares as described in the **SCHEDULE 'D'** excluding the **Owner's shares** as described in the **SCHEDULE 'B'** hereunder written **TOGETHER WITH** proportionate undivided share of land and common portions, roof rights, common places and common services of the building and shall receive advance, booking money, part payment, full consideration money of the respective flats and garages of his allotted shares from the intending purchaser or purchasers and shall execute and register Agreement for Sale for the said purposes but the **OWNER** shall not be liable for such money transaction at any manner whatsoever. The **DEVELOPER** shall execute and register Deed of Conveyance or Conveyances in terms of the Transfer of Property Act, 1882, in favour of the intending purchaser or purchasers after handing over building Completion Certificate from the competent authority o the **OWNER** on the strength of the Power of Attorney but the **OWNER** will be indemnified at all material times for all responsibilities and liabilities therefore.
 - (v) That the **DEVELOPER** shall not do any act, deal or thing for preventing the **OWNER** from enjoying, selling, assigning and/or transferring any flats, spaces and garages as described in the "**SCHEDULE- B**" hereunder written at any





manner whatsoever.

- (vi) K.M.C. tax with arrears, if any, upto the date of signing the agreement, shall be paid by the Owner.
- (vii) That the **DEVELOPER** shall pay all taxes, impositions, fines etc. to The Kolkata Municipal Corporation till handing over peaceful vacant possession of the flats and Car Parking Spaces to the **OWNER** as her shares as described in the 'SCHEDULE- B' and also handing over building completion certificate from the competent authority to the **OWNER**.
- (viii) That the **DEVELOPER** shall start construction work immediately after getting the sanctioned building plan from The Kolkata Municipal Corporation and the **OWNER** shall strictly hand over peaceful vacant portion of the said property to the **DEVELOPER** within one month from the date of getting of the said sanctioned building plan from the **DEVELOPER** without any pretext and/or delay.
- (ix) If the **DEVELOPER** construct the proposed building by using low quality of building materials causing damages to the building then the **OWNER** shall not be liable for the same and the **DEVELOPER** shall have to bear all responsibilities thereof.
- (x) That the specification as described in the 'Annexure- X' shall be treated as a part of this agreement.

7. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the **OWNER'S ALLOCATION** and the **DEVELOPER** shall enjoy his Allocation without interference or disturbances from his end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNER** shall execute and register a General Power of Attorney in favour of the **DEVELOPER** to complete the project and also register conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute



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and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building.

- (iii) The **OWNER** shall handover the photocopy of all the original Deeds, link deeds, mutation of B.L. & L.R.O. and K.M.C. and other original papers in respect of the property to the **DEVELOPER** at the time execution of the agreement and the **OWNER** shall have to show/produce such Title Deed, link deeds, K.M.C. Mutation Certificate and other original papers in original in the concerned offices as when required by the **DEVELOPER** without any delay, provided that the **OWNER** hereby declares and confirms that during pendency of this Agreement she shall not charge, mortgage, lien and any kind of encumber the said property by depositing the title deed of the property.
- (iv) The **OWNER** shall clear up all the previous outstanding taxes of K.M.C. and after taking possession of the **OWNER'S ALLOCATION** in the said building the **OWNER** shall have to pay the necessary maintenance of the building and also pay the proportionate taxes. The **DEVELOPER** shall pay the taxes for the period of construction of the building till hand over of the building completion certificate from the competent authority.

8. **ARBITRATION:**

- (i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive and such procedure to be followed under provisions of the Arbitration and conciliation Act, 1996 and subsequent amendments thereof.
- (ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.



9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

SCHEDULE - 'A'

Presently homestead
ALL THAT piece and parcel of land measuring more or less 4 (Four) Cottahs 14 (Fourteen) Chittacks whereon standing a small tile shed measuring an area of 300 (Three hundred) Sq.ft. comprising in R.S. Dag No. 47/109, under Khatian No. 24 measuring land area 3 (Three) Cottahs 6 (Six) Chittacks and also land area measuring 1(One) Cottah 8 (Eight) Chittacks more or less in R.S. Dag No. 48/108, under Khatian No. 84, i.e. total land area measuring 4 (Four) Cottahs 14 (Fourteen) Chittacks, within Mouza - Chakmasur, J.L. No. 30, Touzi No. 151, P.S.- Survey Park, District- South 24 Parganas under Ward No. 109 of The Kolkata Municipal Corporation, known as K.M.C Premises No. 2127, Chakgaria, Assessee No.31-109-03-5430-8 and the entire property is butted and bounded by:

- ON THE NORTH : 26'-0" wide K.M.C. Road;
- ON THE SOUTH : Vacant Land / Part of R.S. Dag No. 47 & 48;
- ON THE EAST : House of Krishna Dasi and 13'-0" wide K.M.C. Road;
- ON THE WEST : House of Surela Ghosh/ Part of R.S. Dag No. 47 & 47/109.

SCHEDULE - 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The **OWNER** shall get 46% (Forty six percent) of the total sanction flat area of the proposed building. The **OWNER'S** 46% (Forty six percent) shall be comprised of entire complete First Floor of the proposed building and an area of measuring 200 (Two hundred) Sq.ft. built up area from the Northern side of Ground floor in the proposed building and the balance area of the said 46% (Forty six Percent) shall be obtained by the **OWNER** from the Southern side (Back side) of the Third Floor of the proposed building



Presently homestead

after deducting an area of measuring 500 (Five hundred) Sq.ft. built-up area against the adjustable advance as mentioned below together with the **OWNER** shall also get 46% (Forty six Percent) of the total Sanction Car Parking Space area on Ground floor Southern side of the proposed building. The **OWNER** shall get the entire First Floor in complete and well to do conditions with all fittings and fixtures and balance area after adjustment on Third Floor, Southern side (Back side) of the building in complete and well to do conditions with all fittings and fixtures togetherwith proportionate shares of land and common rights etc. as mentioned in the SCHEDULE – C below. Besides it, the **DEVELOPER** shall pay to the **OWNER** the sum of **Rs.20,00,000/- (Rupees Twenty Lac only) as an adjustable advance** by three installments : (i) At the time of execution and registration of this Agreement the sum of Rs.1,00,000/- (Rupees One Lac only) and the **OWNER** has acknowledged the receipt of the same as per memo below, (ii) On and within 1 (One) month from the date of execution and registration of this Agreement the sum of Rs.9,00,000/- (Rupees Nine Lac only) shall be paid and (iii) Immediate within 30 Days after sanction the balance sum of Rs.10,00,000/- (Rupees Ten Lac only) shall be paid by the **DEVELOPER** to the **OWNER**.

SCHEDULE – ‘C’ ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, landings, common passage, ways, easements, water lines and water, electricity main line and its wiring, meter room, land and boundary wall, lift, Lift-well and lift room of the proposed building, fixtures and fittings vacant spaces, roof, and mummy roof, stair, main gate and entrance and proportionate land, pump and motor, pump room, septic tank, water reservoir and water tank.

SCHEDULE – ‘D’ ABOVE REFERRED TO
(DEVELOPER’S ALLOCATION)

The **DEVELOPER** shall get balance remaining area of the proposed building as per sanctioned building plan to be sanctioned by K.M.C. excluding **OWNER’S ALLOCATION** togetherwith undivided proportionate shares of land and common rights etc. as mentioned in the SCHEDULE – C above and other facilities and amenities thereto.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Subhas Banerjee
Baripur, Odisha
Godara Kol. 700144

Anasua Banerjee
SIGNATURE OF THE OWNER

2. Tapesh Mishra
High Court, Calcutta.

For BASBHUMI
Debashree
Proprietor
(DEBABRATA BHATTACHARYA)

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra
(DEBES KUMAR MISRA) (Signature)
ADVOCATE [Enrollment No. F/364/329/1989]
HIGH COURT, CALCUTTA
Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata-700086
PH-9830236148(D.K.M.),
Email: debeskumarmisra@gmail.com
9051446430(Somesh),
Email: mishrasomesh08@gmail.com
9836115120(Tapesh),
Email: tapesh.mishra85@gmail.com

ANNEXTURE:X

SCHEDULE OF WORK
(SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil work as per I.S.I. standard.

1. Entire Flooring will be Vitrified Tiles (2'0"x2' 0") except Toilet, Kitchen & Staircase which will be with Marble {Marwar Variety(3'0"x2' 0")}
 2. Sal Wood (Malaysian) frame in door.
 3. Factory made phenol bonded waterproof flush door shutter in door.
 4. M.S. grill (Square Bar) and Aluminum Sliding Window.
 5. Plaster of Paris inside of wall & staircase.
 6. Weather Coat paint in out side wall (Weather shield Max).
 7. Synthetic enamel paint in doors & windows (ICI/Berger).
 8. Colour glazed tiles (8" x 12") in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
 9. Granite slab on kitchen over granite slab kitchen platform.
 10. Stainless Steel sinks in kitchen.
 11. Concealed electrical & water supply line.
 12. Verandah railing upto window seal height.
 13. White vitreous commode, pan, and basin of Parryware/Hindware.
 14. Main door one side Teak finish & Godrej Lock (Bed Room lock : Mortise Lock Godrej - 2 Livers).
 15. Essco Mark plumbing fittings.
 16. Roof tiles on roof for leak and heat proof.
 17. Two No's Sheet Gate + One Single Gate in Boundary Wall.
 18. Lift (GEE/LT ELEVATORS or equivalent)
 19. Outside corridor finished by checker tiles.
- | | |
|----------------|--|
| Bed Room | : 2 Light Points, 1 Fan Point, 1 Plug Point. |
| Drawing/Dining | : 2 Light Points, 2 Fan Points, 1 Plug point, 1 Telephone Point, 1 Cable Point, 1 Plug Point (15 Amp), 1 Calling Bell Point. |
| Kitchen | : 1 Light Point, 1 Plug Point (15 Amp), 1 Exhaust Fan Point. |
| Toilet | : 1 Light Point, 1 Greaser Point, 1 Exhaust Fan Point. |
| W.C. | : 1 Light Point, 1 Exhaust Fan Point. |
| Verandah | : 1 Light Point. |
- Flat Wise Separate Main Switch.

It is noted that if any extra work is done out of the said specification by the **OWNER**, for such extra work, the **OWNER** shall pay the necessary cost to the **DEVELOPER**.

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only from the **DEVELOPER** as adjustable advance from the promotion work of the Premises No. 2127, Chakgaria, Ward No. 109 in the manner followings :-

<i>Sl. No.</i>	<i>Date</i>	<i>Cheque No.</i>	<i>Name of the Bank and Branch</i>	<i>Amount Rs.</i>
1.	24.04.2017	041359	Central Bank of India, Ghugudanga, Kolkata – 700030.	Rs. 1,00,000.00

TOTAL : Rs. 1,00,000.00

(Rupees One Lac only)

WITNESS :

1. Subhas Banji.
Banipur, Ration Gola
KOL. 700 144

2. Tapesh Mishra
Advocate
High Court,
Cuttack.











Anasua Banja
SIGNATURE OF THE OWNER

Advocate

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











Name

Signature

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

Name ANASUA BANERJEE

Signature Anasua Banerjee

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

Name DEBABRATA BHATTACHARYA

Signature D. Bhattacharya

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

Name

Signature

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

GRN: 19-201718-000559947-1 Payment Mode Online Payment
GRN Date: 24/04/2017 13:40:30 Bank : ICICI Bank
BRN : 1195783260 BRN Date: 24/04/2017 13:42:01

DEPOSITOR'S DETAILS

Id No. : 16300000542146/12/2017
[Query No./Query Year]

Name : debabrata bhattacharya
Contact No. : Mobile No. : +91 9331028661
E-mail :
Address : 8R, roy para bye lane, kol-50
Applicant Name : Mr TAPESH MISHRA
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16300000542146/12/2017	Property Registration- Registration Fees	0030-03-104-001-16	20900

In Words : Rupees Twenty Thousand Nine Hundred only
Total 20900

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

GRN: 19-201718-000535099-1

GRN Date: 23/04/2017 01:08:43

BRN: 1195081973

Payment Mode Online Payment

Bank: ICICI Bank

BRN Date: 23/04/2017 01:11:13

DEPOSITOR'S DETAILS

Name : DEBABRATA BHATTACHARYA
Contact No. : Mobile No. : +91 9331028661
E-mail :
Address : 8R,Roypara By Lane
Applicant Name : Mr TAPESH MISHRA
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

Id No. : 16300000542146/1/2017

[Query No./Query Year]

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16300000542146/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	1142
2	16300000542146/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	19521

In Words : Rupees Twenty Thousand Six Hundred Sixty Three only

Total

20663

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANASUA BANERJEE
KANAKENDU ROYCHAUDHURI
09/12/1977
Permanent Account Number
AJAPB3181E

Anasua Banerjee
Signature




Anasua Banerjee


PERMANENT ACCOUNT NUMBER
AFNPB5701P

THE NAME
DEBABRATA BHATTACHARYA

THE NAME FATHER'S NAME
NRIPENDRA NATH BHATTACHARYA

THE DATE / DATE OF BIRTH
19-11-1970

PRINT SIGNATURE



 COMMISSIONER OF INCOME-TAX, W.D. - II

D. Bhattacharya

इस कार्ड के लो / रिट जाने पर कृपया जारी करने वाले अधिकारी को सूचित / बताने के लिए निम्न संख्या पर संपर्क करें (सभी दिनों 24 घण्टे)।
 १७,
 चौकी बजार,
 कोलकाता - 700 080.

In case this card is lost/ found, kindly inform/reture to the issuing authority :
 Joint Commissioner of Income-tax (System & Technical),
 P-7,
 Chowbazar Square,
 Calcutta - 700 080.

Major Information of the Deed

Deed No :	I-1630-01208/2017	Date of Registration	24/04/2017
Query No / Year	1630-0000542146/2017	Office where deed is registered	
Query Date	22/04/2017 4:44:02 PM	D.S.R. - V SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	TAPESH MISHRA H C CALCUTTA,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836115120, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,18,63,122/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 22,042/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chak Garia, Road Zone : (Chakgaria – Rest) , , Premises No. 2127, Ward No: 109

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		4 Katha 14 Chatak	1/-	1,17,73,122/-	Width of Approach Road: 26 Ft.,
Grand Total :					8.0438Dec	1 /-	117,73,122 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	90,000 /-	

Land Lord Details :



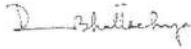
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Smt ANASUA BANERJEE (Presentant) Wife of Mr SUBHASISH BANERJEE Executed by: Self, Date of Execution: 24/04/2017 , Admitted by: Self, Date of Admission: 24/04/2017 ,Place : Office			
		24/04/2017	LTI 24/04/2017	24/04/2017

Baruipur Doltala, Near Ration Godwon, P.O:- Baruipur, P.S:- Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 700144 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:AJAPB3181E Status :Individual

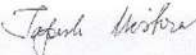
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MESSRS BASBHUMI (Sole Proprietorship) 8R, ROY PARA BYE LANE, P.O:- SINTHEE, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050 PAN No.:AFNPB5701P Status :Organization

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DEBABRATA BHATTACHARYA Son of Mr Nripendra Nath Bhattacharjee Date of Execution - 24/04/2017, , Admitted by: Self, Date of Admission: 24/04/2017, Place of Admission of Execution: Office			
		Apr 24 2017 1:31PM	LTI 24/04/2017	24/04/2017
8R, Roy Para Bye Lane, P.O:- Sinthee, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AFNPB5701P Status : Representative, Representative of : MESSRS BASBHUMI (as Proprietor)				

Identifier Details :

Name & address	
Mr TAPESH MISHRA Son of Mr D K MISRA HIGH COURT, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Smt ANASUA BANERJEE, Mr DEBABRATA BHATTACHARYA	
	24/04/2017

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt ANASUA BANERJEE	MESSRS BASBHUMI-8.04375 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Smt ANASUA BANERJEE	MESSRS BASBHUMI-300 Sq Ft

Endorsement For Deed Number : I - 163001208 / 2017

On 24-04-2017

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

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

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

Presented for registration at 12:52 hrs on 24-04-2017, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Smt ANASUA BANERJEE ,Executant.

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 1,18,63,122/-

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

Execution is admitted on 24/04/2017 by Smt ANASUA BANERJEE, Wife of Mr SUBHASISH BANERJEE, Baruipur Doltala, Near Ration Godwon, P.O: Baruipur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession House wife

Indetified by Mr TAPESH MISHRA, , Son of Mr D K MISRA, HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, 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 24-04-2017 by Mr DEBABRATA BHATTACHARYA, Proprietor, MESSRS BASBHUMI (Sole Proprietorship), 8R, ROY PARA BYE LANE, P.O:- SINTHEE, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050

Indetified by Mr TAPESH MISHRA, , Son of Mr D K MISRA, HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, 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 22,042/- (B = Rs 21,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 22,042/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/04/2017 1:11AM with Govt. Ref. No: 192017180005350991 on 23-04-2017, Amount Rs: 1,142/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1195081973 on 23-04-2017, Head of Account 0030-03-104-001-16
Online on 24/04/2017 1:42PM with Govt. Ref. No: 192017180005599471 on 24-04-2017, Amount Rs: 20,900/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1195783260 on 24-04-2017, Head of Account 0030-03-104-001-16

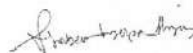
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 19,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 103711, Amount: Rs.500/-, Date of Purchase: 19/04/2017, Vendor name: A K Purakayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/04/2017 1:11AM with Govt. Ref. No: 192017180005350991 on 23-04-2017, Amount Rs: 19,521/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1195081973 on 23-04-2017, Head of Account 0030-02-103-003-02
Online on 24/04/2017 1:42PM with Govt. Ref. No: 192017180005599471 on 24-04-2017, Amount Rs: 0/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1195783260 on 24-04-2017, Head of Account



Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2017, Page from 35438 to 35466

being No 163001208 for the year 2017.



Sati Prosad Bandopadhyay

Digitally signed by SATIPRASAD
BANDYOPADHYAY
Date: 2017.04.25 15:23:56 +05:30
Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 25-04-2017 15:23:55
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DATED THIS 24TH DAY OF APRIL 2017

BETWEEN

SMT. ANASUA BANERJEE

OWNER

AND

MESSRS BASBHUMI

represented by its sole Proprietor

SRI DEBABRATA BHATTACHARYA

DEVELOPER

AGREEMENT

**MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA**

ADVOCATES

HIGH COURT, CALCUTTA

69/1, BAGHAJATIN PLACE

(NEAR BAGHAJATIN RLY. STN.)

KOLKATA-700086

PH. 2425-0490

MOBILE : 9830236148

9051446430, 9836115120.