

6404/m

I. 6423/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

11/05/22

H 028528

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.

Adl. District Sub-Registrar  
Bahala, South 24 Parganas

05 MAY 2022

**DEVELOPMENT AGREEMENT**


THIS DEVELOPMENT AGREEMENT is made this 5<sup>th</sup> day of May 2022 (Two thousand and twenty two)

BETWEEN

10A  
12012  
201148003

Sl. No. 1458 Date 02/05/2022  
Sold to Kanchan Das Adv  
of Alipore police court Kol-27  
Rupees 5200/-



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













1458 Rs 5200/- (Rs five thousand only)



A.D.S.R Benala  
5 MAY 2022  
Dist.- South 24 Pgs.





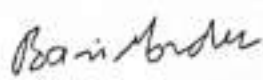


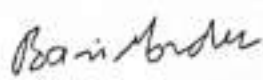


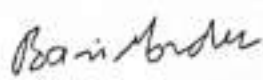
**Land Lord Details :**

Sl. No.	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri Rajib Mukherjee</b>                      Son of Late Ramapati Mukherjee                      Executed by: Self, Date of Execution: 05/05/2022                      , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office                 </td> <td></td> <td></td> <td>Rajib Mukherjee</td> </tr> <tr> <td>05/05/2022</td> <td>LTI</td> <td>05/05/2022</td> <td>05/05/2022</td> </tr> </tbody> </table> <p>P-15, Senhati Colony, City:- , P.O:- Behala, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: 35xxxxxx8h, Aadhaar No: 96xxxxxxx5709, Status :Individual, Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office</p>	Name	Photo	Finger Print	Signature	<b>Shri Rajib Mukherjee</b> Son of Late Ramapati Mukherjee Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office			Rajib Mukherjee	05/05/2022	LTI	05/05/2022	05/05/2022
Name	Photo	Finger Print	Signature										
<b>Shri Rajib Mukherjee</b> Son of Late Ramapati Mukherjee Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office			Rajib Mukherjee										
05/05/2022	LTI	05/05/2022	05/05/2022										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Smt Chandrani Banerjee</b>                      Wife of Shri Sumitro Kumar Banerjee                      Executed by: Self, Date of Execution: 05/05/2022                      , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office                 </td> <td></td> <td></td> <td>Chandrani Banerjee</td> </tr> <tr> <td>05/05/2022</td> <td>LTI</td> <td>05/05/2022</td> <td>05/05/2022</td> </tr> </tbody> </table> <p>10G, Sashi Bhusan Banerjee Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: arxxxxx7j, Aadhaar No: 43xxxxxxx7827, Status :Individual, Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office</p>	Name	Photo	Finger Print	Signature	<b>Smt Chandrani Banerjee</b> Wife of Shri Sumitro Kumar Banerjee Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office			Chandrani Banerjee	05/05/2022	LTI	05/05/2022	05/05/2022
Name	Photo	Finger Print	Signature										
<b>Smt Chandrani Banerjee</b> Wife of Shri Sumitro Kumar Banerjee Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office			Chandrani Banerjee										
05/05/2022	LTI	05/05/2022	05/05/2022										

**Developer Details :**

Sl. No.	Name, Address, Photo, Finger print and Signature
1	<p><b>Maa Tara Contractor And Developer</b>                      Sonamukhi Road, Block/Sector: Pranto Pally; City:- , P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 , PAN No.:: agxxxxx7l, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

Sl. No.	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri Bani Mondal</b>                      (Presentant)                      Son of Late Monoranjan Mondal                      Date of Execution -                      05/05/2022, , Admitted by:                      Self, Date of Admission:                      05/05/2022, Place of                      Admission of Execution: Office                 </td> <td></td> <td></td> <td></td> </tr> <tr> <td>May 5 2022 11:31AM</td> <td>LTI 05/05/2022</td> <td>05/05/2022</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Shri Bani Mondal</b> (Presentant) Son of Late Monoranjan Mondal Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office				May 5 2022 11:31AM	LTI 05/05/2022	05/05/2022	
Name	Photo	Finger Print	Signature										
<b>Shri Bani Mondal</b> (Presentant) Son of Late Monoranjan Mondal Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office													
May 5 2022 11:31AM	LTI 05/05/2022	05/05/2022											
4/3K/246, Ho-Chi-Minh Sarani, City:- , P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx7L, Aadhaar No: 57xxxxxxxx9292 Status : Representative, Representative of : Maa Tara Contractor And Developer (as proprietor)													

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Kanchan Das</b> Son of Shri L M DAS Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, Diktrint:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	05/05/2022	05/05/2022	05/05/2022
Identifier Of Shri Rajib Mukherjee, Smt Chandrani Banerjee, Shri Bani Mondal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajib Mukherjee	Maa Tara Contractor And Developer-3.76406 Dec
2	Smt Chandrani Banerjee	Maa Tara Contractor And Developer-3.76406 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajib Mukherjee	Maa Tara Contractor And Developer-100.00000000 Sq Ft
2	Smt Chandrani Banerjee	Maa Tara Contractor And Developer-100.00000000 Sq Ft



On 25-04-2022  
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 25,17,747/-

Sandip Biswas  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
South 24-Parganas, West Bengal

On 05-05-2022  
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 11:10 hrs on 05-05-2022, at the Office of the A.D.S.R. BEHALA by Shri Bani Mondal.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)  
Execution is admitted on 05/05/2022 by 1. Shri Rajib Mukherjee, Son of Late Ramapali Mukherjee, P-15, Serhati Colony, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service, 2. Smt Chandrani Banerjee, Wife of Shri Sumitro Kumar Banerjee, 10G, Sashi Bhusan Banerjee Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife

Identified by Shri Kanchan Das, , Son of Shri L M DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) (Representative)  
Execution is admitted on 05-05-2022 by Shri Bani Mondal, proprietor, Maa Tara Contractor And Developer (Sole Proprietorship), Sonamukhi Road, Block/Sector: Pranto Pally, City:- , P.O:- Sarsuna, P.S:-Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN:- 700061

Identified by Shri Kanchan Das, , Son of Shri L M DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees  
Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 03/05/2022 3:34PM with Govt. Ref. No: 192022230019252868 on 03-05-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7112192502640 on 03-05-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-  
by online = Rs 20/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 028528, Amount: Rs.5,000/-, Date of Purchase: 02/05/2022, Vendor name:  
Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 03/05/2022 3:34PM with Govt. Ref. No: 192022230019252868 on 03-05-2022, Amount Rs: 20/-, Bank: SBI  
EPay ( SBIPay), Ref. No. 7112192502640 on 03-05-2022, Head of Account 0030-02-103-003-02

*Sandip*

**Sandip Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69,  
Registered in Book - I  
Volume number 1607-2022, Page from 215480 to 215516  
being No 160706423 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA  
Date: 2022.05.11 16:12:56 +05:30  
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/05/11 04:12:56 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)



(1) SRI RAJIB MUKHERJEE, (PAN:- ASVPM6248H) (Aadhaar No. 9621 7393 5709 ) Son of Late Ramapali Mukherjee, by faith Hindu, by occupation - Service, By nationality - Indian, Permanent residence of 8, Ram Narayan Mukherjee Road, P.O. Sarsuna, P.S. Thakurpukur now Sarsuna, Kolkata 700 061, District South 24 Parganas, Presently residing at P-15, Senhati Colony, P.O and P.S-Behala, Kolkata:-700034, (2) SMT. CHANDRANI BANERJEE, (PAN:- ARWPB0307J) (Aadhaar No. 4315 5816 7827) Wife of Sri Sumitro Kumar Banerjee, Daughter of Late Ramapali Mukherjee, by faith - Hindu, by occupation - Housewife, By nationality - Indian, Permanent residence of 8, Ram Narayan Mukherjee Road, P.O. Sarsuna, P.S. Thakurpukur now Sarsuna, Kolkata 700 061, District South 24 Parganas, Presently residing at 10G, Shashi Bhushan Banerjee Road, P.O:- Barisha, P.S- Thakurpukur, Kolkata:-700008, District- South 24 Parganas; hereinafter jointly referred to as the "LAND OWNERS/FIRST PARTIES" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrator legal representatives and assigns) of the ONE PART.

AND

M/S. MAA TARA CONTRACTOR & DEVELOPER, a Proprietorship Business, having its office at Sonamukhi Road, Pranto Pally, P.O& P.S:- Sarsuna, Kolkata – 700 061, District- South 24 Parganas; represented by its Proprietor SRI BANI MONDAL (PAN – AGZPM8247L ), (Aadhaar No. 5703 5983 9292) Son of Late Monoranjan Mondal, resident of 4/3K/246, Ho-Chi-Minh Sarani ,by faith – Hindu, P.O-Sarsuna, P.S:- Then Thakurpukur now Sarsuna, Kolkata – 700 061; District- South 24 Parganas; hereinafter called and referred to as the "DEVELOPER/ SECOND PARTY" (which terms and expression shall unless excluded by or repugnant to the subjects or context be deemed to mean and include its successors- in-office, legal representatives and assigns)of the OTHER PART.

WHEREAS One Subodh Chandra Mukhopadhyay, since deceased was the recorded owner of ALL THAT piece and parcel of Bastu land measuring .66 Satak be the same or a little more or less together with Building standing thereon lying and situated in Dag No. 1099 under Khatian No. 2307 in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Behala then



Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 127 of The Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas as per Record of Rights (parcha) in the Last Revisional Settlement and finally published.

AND WHEREAS while thus seized and possessed of the aforesaid property as absolute owner thereof the said Subodh Chandra Mukhopadhyay gifted, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 0.05 Satak equivalent to 3 Cottahs 0 Chittak 0 Sq. ft. be the same or a little more or less together with Part of Building standing thereon out of the .66 Satak be the same or a little more or less together with Building standing thereon lying and situated in Dag No. 1099 under Khatian No. 2307 in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Behala then Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 127 of The Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas to his son-in-law Ujjal Bhattacharjee alias Ujjal Kumar Bhattacharya i.e. husband of his deceased younger daughter Smt. Nina Bhattacharjee by a registered Deed of Gift.

AND WHEREAS after getting the said property the said Ujjal Bhattacharjee alias Ujjal Kumar Bhattacharya seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute owner thereof and mutated his name in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as Municipal Premises No. 37/1, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata - 700061 and its Assessee No. 41-127-14-0100-4 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS while thus seized and possessed of the remaining portion of the aforesaid property i.e. .61 Satak be the same or a little more or less together with Building standing thereon the said Subodh Chandra Mukhopadhyay during his

lifetime executed his Last Will and Testament dated 04/01/1980 in respect of his aforesaid property by which the said Subodh Chandra Mukhopadhyay gave, devised and bequeathed his aforesaid property unto and in favour of his middle daughter-in-law Smt. Dipali Mukherjee, Wife of Late Ramapati Mukherjee.

AND WHEREAS after the death of the said Subodh Chandra Mukhopadhyay, the husband of Ramapati Mukherjee husband of Smt. Dipali Mukherjee as Executor of the said Last Will and Testament of the said Subodh Chandra Mukhopadhyay applied for probate of the said Will before the Learned District Delegate at Alipore under Act 39 Case No. 400 (P) of 1986 and the said Ld. District Delegate of Alipore, South 24 Parganas granted the probate of the said Last Will and Testament of Subodh Chandra Mukhopadhyay, since deceased on 09/07/1991.

AND WHEREAS as per direction of the said Last Will and Testament the said Smt. Dipali Mukherjee got the aforesaid property absolutely and seized and possessed of or otherwise well and sufficiently entitled to the said properties as absolute owner thereof and mutating his name in the Assessment Record of the then South Suburban Municipality.

AND WHEREAS after inception of the Calcutta Municipal Corporation now renamed as The Kolkata Municipal Corporation the said property is assessed and numbered as Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata - 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas and also in the Office of the B.L. & L.R.O., T. M. Block in respect of the said property and since then have been enjoying and possessing the same uninterruptedly by doing all acts of ownership and paying taxes thereto

AND WHEREAS during enjoyment of the said property as absolute owner thereof the said Smt. Dipali Mukherjee sold, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 2 Cottahs 9 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure having an area of 100 Sq. ft. (more or less) sanding thereon out of the .61 Satak be the same or a little more or less lying and situated in Dag No. 1099 under Khatian No. 2307 in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura,



Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas to one Smt. Reba Bhattacharjee, Wife of Gour Bhattacharjee by a Deed of Sale dated 06/08/2007 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 21, Pages from 6399 to 6418, Being No. 08580 for the year 2010 with a valuable consideration mentioned therein.

AND WHEREAS during enjoyment of the said property as absolute owner thereof the said Smt. Dipali Mukherjee also gifted, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 9 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure having an area of 100 Sq. ft. (more or less) sanding thereon out of the total property lying and situated in R.S and L.R Dag No. 1099 under R.S Khatian No. 2307 and L.R khatian Nos. 9656, & 9665, in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas to her son and daughter Rajib Mukherjee and Smt. Chandrani Banerjee by a Deed of Gift dated 29/09/2011 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 25, Pages from 5678 to 5693, Being No. 09329 for the year 2011.

AND WHEREAS after getting the said property the said Rajib Mukherjee and Smt. Chandrani Banerjee seized and possessed of or otherwise well and sufficiently entitled to the said property as joint owners thereof and mutated their names in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as **Municipal Premises**

No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS the said Smt. Dipali Mukherjee further gifted, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 14 Chittaks 16 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure having an area of 100 Sq. ft. (more or less) sanding thereon out of the total property lying and situated in R.S and L.R Dag No. 1099 under R.S Khatian No. 2307 and L.R khatian Nos. 9656, & 9665, in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas to her son and daughter Rajib Mukherjee and Smt. Chandrani Banerjee by a Deed of Gift dated 29/09/2011 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 25, Pages from 5478 to 5493, Being No. 09331 for the year 2011.

AND WHEREAS after getting the said property the said Rajib Mukherjee and Smt. Chandrani Banerjee seized and possessed of or otherwise well and sufficiently entitled to the said property as joint owners thereof and mutated their names in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as Municipal Premises No. 37A, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0339-6 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities.



AND WHEREAS the said Smt. Dipali Mukherjee further gifted, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 1 Cottah 6 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure sanding thereon out of the total property lying and situated in Dag No. 1099 under Khatian No. 2307 in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata - 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas to her son and daughter Rajib Mukherjee and Smt. Chandrani Banerjee AND the said Ujjal Bhattacharjee alias Ujjal Kumar Bhattacharya gifted, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 1 Cottah 0 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure sanding thereon out of the total property lying and situated in Dag No. 1099 under Khatian No. 2307 in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37/1, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata - 700061 and its Assessee No. 41-127-14-0100-4 in the District of South 24 Parganas to her son Bilu Bhattacharya AND the said Smt. Reba Bhattacharjee gifted, transferred and conveyed ALL THAT piece and parcel of Bastu land measuring 2 Cottahs 9 Chittak 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure sanding thereon out of the total property lying and situated in Dag No. 1099 under Khatian No. 2307 in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata - 700061 and its Assessee No. 41-

127-14-0037-1 In the District of South 24 Parganas to her son Goutam Bhattacharjee by a Deed of Gift dated 29/09/2011 duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. 1, CD Volume No. 25, Pages from 6329 to 6349, Being No. 09330 for the year 2011.

AND WHEREAS after getting the said property the said Rajib Mukherjee and Smt. Chandrani Banerjee seized and possessed of or otherwise well and sufficiently entitled to the said property as joint owners thereof and mutated their names in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as Municipal Premises No. 37C, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0341-4 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS after getting the said property the said Biltu Bhattacharya seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute owner thereof and mutated his name in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as Municipal Premises No. 37/1A, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0338-4 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS the Owners/First Parties herein decided to develop the Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas and is enjoying the same by payment of rates and taxes to the appropriate authorities said property by erecting New Building on the said plot of



land after demolishing the existing structure standing thereon as per plan to be sanctioned and/or approved by The Kolkata Municipal Corporation.

AND WHEREAS accordingly the Owners/First Parties herein approached the Developer/Second Party herein to construct the "BUILDING" on the said property after demolition of existing structure standing thereon as mentioned in the first schedule hereto as per Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation.

AND WHEREAS the Developer/Second Party after discussion with the Owners/First Parties herein have agreed to undertake the development work on the said plot of land and as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this Development Agreement on this day, month and year above written by incorporating the terms and conditions as follows:-

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

The owners of the land have agreed to develop and the developer has agreed to execute to development of ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 9 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure having an area of 200 Sq. ft. (more or less) standing thereon out of the total property lying and situated in R.S and L.R Dag No. 1099 under R.S Khatian No. 2307 and L.R khatian Nos. 9656, & 9665, in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna, Kolkata - 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganasmorefully described in the Schedule - 'A' hereunder and referred to as SAID PROPERTY herein.

AND WHEREAS as the said SRI RAJIB MUKHEJEE, SMT. CHANDRANI BANERJEE, hereby handover the said property to the developer for the purpose of new construction in free from all encumbrances, acquisition urban land ceiling and/or any other encumbrances what so ever in fully vacant possession upon execution of this DEVELOPMENT AGREEMENT for smooth sailing of the project.

1. The OWNERS shall mean (1) SRI RAJIB MUKHEJEE, Son of Late Ramapati Mukherjee, Permanent residence of 8, Ram Narayan Mukherjee Road, P.O. Sarsuna, P.S. Thakurpukur now Sarsuna, Kolkata 700 061, District South 24 Parganas, Presently residing at P-15, Senhati Colony, P.O and P.S-Behala, Kolkata:- 700034, (2) SMT. CHANDRANI BANERJEE, Wife of Sri Sumitro Kumar Banerjee, Daughter of Late Ramapati Mukherjee, Permanent residence of 8, Ram Narayan Mukherjee Road, P.O. Sarsuna, P.S. Thakurpukur now Sarsuna, Kolkata 700 061, District South 24 Parganas, Presently residing at 10G, Shashi Bhushan Banerjee Road, P.O:- Barisha, P.S- Thakurpukur, Kolkata:-700008, District- South 24 Parganas
2. The DEVELOPER shall mean M/S. MAA TARA CONTRACTOR & DEVELOPER, a Proprietorship Business, having its office at Sonamukhi Road Pranto Pally, P.O- Sarsuna, P.S:- Then Thakurpukur now Sarsuna, Kolkata - 700 061, District- South 24 Parganas; represented by its Proprietor SRI BANI MONDAL son of Late Monoranjan Mondal, resident of 4/3K/246, Ho-Chi-Minh Sarani, P.O- Sarsuna, P.S:- Then Thakurpukur now Sarsuna, Kolkata - 700 061; District- South 24 Parganas;
3. The SAID PROPERTY shall mean ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 9 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure having an area of 200 Sq. ft. (more or less) sanding thereon out of the total property lying and situated in R.S and L.R Dag No. 1099 under R.S Khatian No. 2307 and L.R khallan Nos. 9656, & 9665, in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station



Thakurpukur presently Sarsuna, Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas.

4. The BUILDING shall mean and include the multi storied building to be constructed at the said property mentioned in earlier paragraph. There is a proposal of Multi-storied building to be sanctioned from KMC authority.
5. COMMON FACILITIES shall mean and include corridors, stairs, caretaker room ways passage, if any drive ways, common lavatories if any, provided by the developer, water pump and water facilities, which will be provided by the developer in the new building. The occupiers of the proposed multi storied building and only the owner/s of the Flat/s of the proposed multi stories building shall have the right to enjoy the roof of the proposed Building for all ceremonial and other occasions and/or with due approval and permission of the Association of Flat owners and for maintaining T.V antenna and water reservoir,
6. COMMON EXPENSES shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the said premises and the proposed building in particular the common parts as also meaning of the common expenses and matters relating to mutual right and obligations of the Developer, the owner and their nominees including the intending purchased/s and the common use and enjoyment thereof, which mentioned in the SCHEDULE –E hereunder.
7. SALEABLE SPACE shall mean a space in the new proposed building available for the independent use and occupation by the developer after making due provisions for common facilities and space required thereof and also after providing the owners allocation.
8. OWNERS'S ALLOCATION : The Developer shall provide the following as Owner's Allocation After completion of the building in all respect the Developer shall Provide the following allocations to the owners of the proposed Building as per mutual understanding between the parties hereto together with undivided proportionate share of land underneath the said building and proportionate right to common areas, facilities and amenities as are available in the said building as well

as in the said premises. The owner's allocation will be handed over in finished and complete condition with fittings and fixtures as per Schedule-E below.

**OWNER'S NO (1) SOLELY ENTITLED TO GET**

- i) 1(one) Residential Flat measuring more or less 975 Sq.ft Super Built-up area on the North-West side of the Third floor of the newly constructed building.
- ii) 1(One) Car Parking space front side of the ground floor measuring 120 Sq.ft.

**OWNER'S NO (2) SOLELY ENTITLED TO GET**

- i) 1(one) Residential Flat measuring more or less 978 Sq.ft Super Built-up area on the North-West side of the Second floor of the newly constructed building.
- ii) 1(One) Car Parking space at the ground floor.

Subject to the execution of a Deed of Partition between the owners herein, after the possession of the same is handed over by the Developer.

9. **Developer's Allocation** - Shall mean the remaining constructed area except Owners' allocation, of the proposed newly constructed building including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with absolute right to enter into Agreement for Sale or transfer of Flats within the Developer's allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer/Second Party.

Ultimate roof of the Building shall be common for all occupants of the Building including owners.

The Developer/Second Party shall have right to enter into Agreement for Sale/ Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building in the manner hereinafter provided.

9. **THE ARCHITECT** shall mean such person or persons with requisite qualification who will be appointed by the developers for designing and planning of the new building.

10. **BUILDING PLAN** will mean such plan prepared by the architect for the construction of the building and sanctioned by the KMC and/or any other competent authority as the case may be.



11. SUPER BUILT-UP AREA: Shall always mean, covered area of the flat, proportionate staircase (ground floor to roof) of the flat and common parts, portion, facilities of the new building.

12. TRANSFER with its grammatical variation shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in the multi storied building to sell / gift thereof from the developer allocation without causing in any manners the inconvenience to the owners allocation.

13. TRANSFeree shall mean a person, firm, limited company association of person to whom any space in the building will be transferred from the developer's allocations.

14. TIME shall mean that the Developer shall obtained building plan from the concerned authority within 6 months from the execution of this agreement and thereafter the construction shall be completed in all respect should be ready for possession within 30 (Thirty) months from the date of sanction of the building plan. So that the building shall be completed 36 months from the execution of this agreement.

15. WORDS importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly was importing neutral gender shall include both masculine and feminine genders.

#### COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement and this will be a registered agreement.

#### OWNERS RIGHTS AND REPRESENTATION

1. The owners are absolutely seized and possessed and/or otherwise well and sufficient entitled to the said property.
2. None other than the owners or his/her legal heirs have any claim, right, title, and/or demand over and in respect of the said premises and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the urban land (ceiling and regulation) Act, 1976.

#### DEVELOPMENT'S RIGHT

1. The owners hereby grants subject to what has been under provided, exclusive right to the developers to building up on and to exploit the said plot of land and shall be able to construct the new building thereon in accordance with the proposed multi-storied building with the plan to be sanctioned by KMC with or without any amendment and/or modification thereto made or cause to be made by the parties thereto.
2. All applications, plans, and other papers and documents as may be required by the developers for the purpose obtaining necessary sanctioned from the appropriate authorities shall be prepared as submitted by the developers at their own cost and expenses and the developers shall pay charges bear all fees including architect fees required to be paid or deposited for exploitation of the said property provided however the developers shall be exclusively entitled to all refunds and any or all payments and/or deposits made by the developers, from the competent authority.
3. Nothing in this presents shall be constructed as a demise or assignment or conveyance in law by the owners of the said premises or any part thereof to the developer as creating any right, title or interest in respect of the developers to exploit the same in terms thereof and to deal with the developers allocation in the new building in the manner hereinafter stated.

#### CONSIDERATION

1. In consideration of the owners having agreed to permit the developer to commercially exploit the said property and to construct, erect, and build a new building in accordance with the to be sanctioned by KMC in the name of owners/developer and in accordance with the specification and materials description of which are stated in details in Schedule "C" below i.e on completion of proposed building on the property in question the owners shall be at first instance entitled to get according to the owners allocation as mentioned.

#### POSSESSION

1. The owners will give quite peaceful and unencumbered possession of the aforesaid premises to the developer's simultaneously with the execution of this



agreement enabling the developer to serve the entire premises and for making soil testing and preparation of the proposed building plan.

2. The developer shall on completion of the new building put the owners undisputed possession owners allocation in complete and finished and inhabitable condition and the owners shall enjoy the said owner's allocation together to all rights in common to the common portion as absolute owners thereof.

3. The developer shall be exclusively entitled to the developer allocation in the proposed building with exclusive right to transfer or otherwise deal with or disposed off the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developer allocations.

4. In so far as necessary all dealing by the developer in respect of the new building shall be in the name of the owners for which purpose the owners undertake to give the developer a registered Power of Attorney in form and manner reasonably required by the developer it is being understood however that such dealing shall not in any manners fasten or create any financial or legal liabilities upon the owners nor there shall be any clause inconsistency with or against the terms mentioned in this agreement .

#### JOINT OBLIGATION

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building from the execution of this agreement till handover the owner's allocation.

2. As soon as the new building is completed within time hereinafter mentioned the developer shall give written notice to the owners for handing over the owner's allocation in the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and after one month from the date of receipt of service of such notice and at all times thereafter, the owners shall be exclusively responsible for payment of all

municipal taxes, rates, duties of the owners allocation and other public outgoings and imposition whatsoever for the same of brevity, referred to as the said rates payable in respect of the owners allocation, the said rates to apportioned pro-rate with referable to the salable space in the building if they are levied on the building as a whole.

3. After distribution of all flats and /or space amongst the prospective buyers and owners, there will be an association to be formed amongst the respective flat owners maintaining the proposed building.

4. That owners shall not do any act deed or thing whereby the developer shall be prevented from construction and completion of the said multistoried building.

5. The developer shall develop and construct a multi storied building on the said land and described in the Schedule "A" herein below after utilizing the available maximum F.A.R as per corporation rules.

6. The owners will write their name and put signature in all papers and documents and deed those may come on the way of the developer for successful completion of the project since the project will be promoted in the owner's name.

7. The owners will forward to the developer the original title deed or deeds of the lands as aforesaid on execution of the instant agreement against valid receipts for developer record and reference and after completion of the building the Developer return all original documents of the land owners.

#### COMMON RESTRICTION

The owners allocation in the proposed new building will be subject to the same restrictions on transfer which will be demarked after plan sanction by way of supplementary agreement before starting the work and use as are applicable to the developer allocation in the new building intended for common benefits of all occupiers of the new building which shall include the follows:-

a. The owners shall not use or permit to be used of the owners allocation in the new building or any option thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance



hazard to the owners /occupiers of the new building the developer and his nominee /nominees shall also not use or permit to be used of the developer allocation in the new building or any portion thereof for carrying or any obnoxious illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance hazard to the owners of the new building.

b. Both the parties shall abide by all laws, bylaws, rules and regulations of the Governments, local bodies and associations when formed in future as the case may be without invading the right of the owners.

c. The respective allottee shall keep their respective allocation in the building in good working conditions and repairs neither parties shall through, accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors any other portions of the new building.

#### OWNER'S OBLIGATION

1. The owners hereby agree and covenant with the developer not cause any interference or hindrance in the construction of the building at the said property by the developer.
2. The owners hereby agree and covenant with the developer or not to do any act or deed or thing hereby the developer may be prevented from selling assigning and /or disposing of any portion or portions of the developer allocated portion in the building or of the said property, if the owners get their respective owner's allocation along with many consideration as described hereip before.
3. The owners hereby agree and covenant with the developer not to let out, grant lease, mortgage and /or charge the allocated portion of the developer in the super built up construction but shall have ll right to let out grant, lease, mortgages and /or charge. Their allocated owners portions to any person /persons, company /companies, save and except the developer allocation. The developer also shall not have any right to let out ,grant ,lease, mortgage and /or charges the allocated super built up area of the owners but shall have all the right to let out grant, lease, take booking money etc from the person/persons, company, companies in respect of the

developer allocation and shall have further to sell the developer allocation and shall have further to sell the developer allocation to the prospective purchaser and or its nominee/nominees after giving full satisfaction to the owners agreed herein.

#### DEVELOPER'S OBLIGATION

The developer hereby agrees and covenant with the owners.

- a. The developer shall complete the construction of the new building within 36 (Thirty six ) months from the date of execution of this agreement the owners must execute a Power of Attorney and hand over the Khas Possession in favour of the developer after signing the development agreement. The developer be prevented from performing their obligation under this agreement by the force majeure clause which include act of God, earthquake, tempest or flood or any other acts, beyond the control of the developer and which is lasting continuously for a further .
- b. The developer shall be held and responsible to get the necessary papers, mutated, sanction plan from the KMC as with active co-operation on the part of the owners.
- c. Not to violate or contravene any of the provision or rules applicable for construction of the building.

#### OWNER'S INDEMNITY

The owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy their allocated portion without any interference and/or disturbance provide the developer performance and fulfills all and singular the terms and conditions herein contained and/or part to be observe and performed.

#### DEVELOPER'S INDEMNITY

1. The developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission or commission of the promoters in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the KMC on that behalf.



2. The developer hereby undertakes to keep the owners indemnified against all action suit costs proceedings and claim that may arise out of the developer allocation with regard to the development of the said premises and/or in the matter of constructions of the building and/or any defect therein.

#### MISCELLANEOUS

1. The owners and the developer have entered in to the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owners. The parties hereto an proceed with these agreement nothing in these presents shall be construed as a demise or assignment or conveyance in and the owners of the said property or any part thereof to the developer or as creating any right title and interest in respect thereof in the developer or other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the owners of affection and their estate shall not be encumber and liable for payment of the dues of such bank or banks and that purpose the developer shall keep the owners indemnified against all action suits proceedings and cost charges and expenses in respect thereof.
2. That if it orders and/or claim by the registrar of the registration stamp on the basis of any assessment of valuation of the entire property ,the developer shall be or the said costs and accordingly shall be entitled to sell ,transfer ,alienate by way of final deed of conveyance /s in respect of the undivided proportionate share of land and the portions of the building save and except the owners allocation to any persons at their sole discretion as vendor after giving delivery the owners allocation to the owners with full satisfaction and for that the owners shall give all powers to the developer.
3. That the owners hereby fully agree and give consent the developer shall have right to advertise, fix hoarding or benefit or commercial exploitation of the new proposed building from the date of execution of this agreement and on completion of the building or earlier all such advertisements and hoarding shall be cleared of by the developer at his own cost.

4. The Xerox copy of agreement and the deeds in respect of the said property shall be kept at the city office of the developer for inspection of the intended purchaser /s, the developer and or its nominee/s will be at liberty to inspect the original deeds of the owners herein.

5. The Advocate, appointed, by the Developer, shall act as an Advocate of the development project and all documents including the documents for sale and transfer shall be prepared and finalized by him/her.

6. The parties hereto shall pay rates and taxes for their respective allocations from the date of obtaining completion certificate from the Kolkata Municipal Corporation and/or any other authorities and/or from, the date(s) such taxes are payable for the new building or building still disposal, thereafter by their nominees.

#### FORCE MAJURE

1. The parties hereto shall not be considered to be liable for any objection hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended for during the duration such majeure, if any.

2. Force majeure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strikes, lockout and /or any other act or commission beyond the control of the parties hereto.

#### THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 9 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure having an area of 200 Sq. ft. (more or less) sanding thereon out of the total property lying and situated in R.S and L.R Dag No. 1099 under R.S Khatian No. 2307 and L.R khatian Nos. 9656, & 9665, in Mouza Sarsuna, J. L. No. 17, R. S. No. 486, Touzi Nos. 47 and 56, Pargana Magura, Police Station Thakurpukur presently Sarsuna, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of Municipal Premises No. 37, Ram Narayan Mukherjee Road, within Ward No. 127 of The Kolkata Municipal Corporation and its mailing address 8, Ram Narayan Mukherjee Road, Police Station Thakurpukur presently Sarsuna,



Kolkata – 700061 and its Assessee No. 41-127-14-0037-1 in the District of South 24 Parganas is butted and bounded by:-

- ON THE NORTH :- Land of R.S and L.R Dag No.1099;  
 ON THE SOUTH :- Land of Ujjal Bhattacharya.  
 ON THE EAST :- Property Of Indranil Mukherjee  
 ON THE WEST :- 12 ' Feet Wide Road

**THE SCHEDULE 'B' ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

**OWNER'S NO (1) SOLELY ENTITLED TO GET**

- i) 1(one) Residential Flat measuring more or less 975 Sq.ft Super Built-up area on the North-West side of the Third floor of the newly constructed building.
- ii) 1(One) Car Parking space front side of the ground floor measuring 120 Sq.ft.

**OWNER'S NO (2) SOLELY ENTITLED TO GET**

- iii) 1(one) Residential Flat measuring more or less 978 Sq.ft Super Built-up area on the North-West side of the Second floor of the newly constructed building.
- iv) 1(One) Car Parking space at the ground floor.

Subject to the execution of a Deed of Partition between the owners herein, after the possession of the same is handed over by the Developer.

**THE SCHEDULE 'B' ABOVE REFERRED TO**

**(DEVELOPER'S ALLOCATION)**

Shall mean the remaining constructed area, except Owners' allocation of the proposed newly constructed building including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with absolute right to enter into Agreement for Sale or transfer of Flats within the Developer's allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer/Second Party.

Ultimate roof of the Building shall be common for all occupants of the Building including owners.

The Developer/Second Party shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building in the manner hereinafter provided.

**SCHEDULE 'C' ABOVE REFERRED TO**

**(COMMON PORTIONS)**

1. Entrance and Exit.
2. Boundary Wall and main gate.
3. Drainage and sewerages lines and other installations of the same.
4. Electric Writings and other fittings.
5. Water Supply system.
6. Roof
7. Water Pump, water reservoir together with all common plumbing installations for flow of water.
8. Such other common parts, common area, equipments installations, fitting, fixtures and spaces in and around the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.
9. All costs of maintenance operating repairing white washing painting decorating redecorating rebuilding reconstruction lighting the common portion and the common areas of the proposed building including outer walls.

**SCHEDULE 'D' ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. The salary of all persons employed for the common purpose including guards, darwans, sweepers, plumbers electricians.
2. Insurance premium for insuring building (if any)
3. All charges deposit, subscriptions, required for the purpose of common utilities to the co-owners in common.
4. Taxes, Rates including water and other levies in respect of the land and the proposed building save those separately assessed.
5. Costs of formation and operation of the Association and/or society of the proposed building.



SCHEDULE "E" ABOVE REFERRED TO  
(SPECIFICATION)

1. **STRUCTURE AND FOUNDATION:** - Building designed on R.C.C foundations conforming to National Building code and/or West Bengal Municipal Act and Building Rules or as per floor and design.
2. **FLOORING & SKIRTING:-**
  - i) Bed Room , Drawing and dinning and Kitchen Marble finished.
  - ii) Bath Room wall tiles upto 6' and floor Marble.
  - iii) Kitchen Room Black Stone & Covered By 3' tiles.
3. **INTERNAL WALLS:** - Plaster walls finished with plaster of putty bricks work will be done 200 mm thickness for external and 75 mm for internal partition walls otherwise mentioned in drawings.
4. **EXTERNAL WALLS:-** External walls to be whether coat paint.
5. **STAIRCASE:-** Plaster walls finished with plaster of paris.
6. **LIFT :-** Good quality 4 (four) passenger elevator.
7. **ELECTRICAL:-** All concealed wiring in every wire would be ISI Mark:-
  - a) Bed Room:- 2 Nos light points, 1 No Fan Point, 1 No A.C Point, 1 No 5amp Plug Point.
  - b) Drawing and dining: - 2 Nos. light points, 2 Nos fan point, 1 No 15amp Plug Point., 1 No 5amp Plug Point.
  - c) Kitchen:- 1 No light point, 2 Nos plug point, 1 No 5amp Plug Point.
  - d) Bath room :- 1No light point, 1 No 15amp Plug Point.
8. **ELECTRIC METER :-** A Separate electric meter shall be provided for each flat at the cost , security deposits to be paid reimbursed by the intending buyers or flat holder/and owner.  
The developer shall provide for the electric meter common services including stair case lighting at costs but the amount of deposit shall be proportionately recovered from the intending buyers or flat holder.

9. **PLUMBING:-** A) Concealed pipe line:- (UPVC) Astral pipe use only.  
B) Fittings:-  
i) Kitchen: - 1No Steel sink, 1No Bib cock.  
ii) Bath Room:-1 No commode,1 No bath shower, 2 Nos Bib cock, conceal geyser line.  
iii) Drawing and Dinning:- 1 No Basin, 1 No pillar cock.
10. **WATER:-** The Developer will provide corporation water from underground reservoir.
11. **WINDOW :-** Aluminum powder coated openable shutter type
12. **DOORS:-** i) Main entrance wooden flash door.  
ii) Others Door flash Doors.  
iii) Bath Room PVC Door.
13. **WALL :-** Finished with plaster of Paris/Putti.
14. **EXTRA WORK:-** Purchaser including Land owner requesting for extra work and for change in above mentioned specifications towards betterment and fitting of costly items shall be entertained before commencement of the construction work of the specified items and the purchaser/Land owners shall be required to pay for the extra work as may be requested by the purchaser/land owners and such request shall be entertained before commencement of the construction work of the specified item and the purchaser/Land owners shall be required pay in advance for the extra cost as may be determined by the Developer or its Architect/Civil Engineer.
15. **MATERIAL:-** Standard materials shall be used for the construction of the proposed building.



IN WITNESS WHEREOF both the Parties hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties hereto in the presence of

WITNESSES :-

1. Rasanta Das.  
S/o Lt-Amal Das  
Allpore Police Court  
Kol-27.

2. Sri Subhankar Roy  
Son of Bimal Roy  
Bagpara road, Sarsuna  
KST-61.

Rajib Mukherjee

Chaudhary Boursyee

SIGNATURE OF THE OWNERS/  
FIRST PARTIES

MAA TARA CONTRACTOR & DEVELOPER

Bani Bouda  
Proprietor











SIGNATURE OF THE DEVELOPER/  
SECOND PARTY

Drafted by me:-











Kanchandak

Advocate











Allpore Criminal Court, Kol-27

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

Name RAJIB MUKHERJEE  
 Signature Rajib Mukherjee

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

Name CHANDRANI BANERJEE  
 Signature Chandran Banerjee

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

Name.....  
 Signature Bani Meher



PA No. 12345



D

Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No./Year	2001148003/2022	Office where deed will be registered
Query Date	13/04/2022 6:13:53 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Kanchan Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8561239996, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2]	
Selforth Value	Market Value	
Rs. 2/-	Rs. 25,17,747/-	
Total Stamp Duty Payable (SD)	Total Registration Fee Payable	
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 5,000/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ram Narayan Mukherjee Road, , Premises No: 37, , Ward No: 127, Pin Code : 700051

Sch No	Plot Number	Khatian Number	Land Use/Proposed Use	ROR	Area of Land	Selforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha 9 Chatak	1/-	24,63,747/-	Width of Approach Road: 12 Ft.
Grand Total :					7.5281Dec	1/-	24,63,747/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft. Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1/-	54,000/-	



Query No: 2001148003 of 2022, Printed On : Apr 25 2022 9:49AM, Generated from wbregristration.gov.in

**Land Lord Details :**

Sl. No.	Name & address	Status	Execution/Admission Details
1	Shri Rajib Mukherjee Son of Late Ramapati Mukherjee, P-15, Senhall Colony, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. asxxxxx8h, Aadhaar No.: 96xxxxxxx5709, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Smt Chandrani Banerjee Wife of Shri Sumitro Kumar Banerjee, 10G, Sashi Bhusan Banerjee Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. axxxxxx7j, Aadhaar No.: 43xxxxxxx7827, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

**Developer Details :**

Sl. No.	Name & address	Status	Execution/Admission Details
1	Maa Tara Contractor And Developer ( Sole Proprietorship ) , Sonamukhi Road, Block/Sector: Pranto Pally, City:- , P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 PAN No. agxxxxx7i, , Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

Sl. No.	Name & Address	Representative of
1	Shri Bani Mondal Son of Late Monoranjan Mondal 4/3K/246, Ho-Chi-Minh Sarani, City:- , P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGxxxxx7L, Aadhaar No.: 57xxxxxxx9292	Maa Tara Contractor And Developer (as proprietor)

**Identifier Details :**

Name & address
Shri Kanchan Das Son of Shri L M DAS Aipore Police Court, City:- , P.O:- Aipore, P.S:-Aipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Rajib Mukherjee, Smt Chandrani Banerjee, Shri Bani Mondal





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajib Mukherjee	Maa Tara Contractor And Developer-3.76406 Dec
2	Smt Chandrani Banerjee	Maa Tara Contractor And Developer-3.76406 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajib Mukherjee	Maa Tara Contractor And Developer-100 Sq Ft
2	Smt Chandrani Banerjee	Maa Tara Contractor And Developer-100 Sq Ft

Owner and Land or Building Details as received from KMC.				
Sl. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 411271400371 Premises No. : 37 Ward No. : 127 Street Name : RAM NARAYAN MUKHERJEE ROAD	Reference Deed No. : I-09329 Date of Registration. : Sep 29, 2011 Office Where Registered : ADSRBEHALA	Owner Name : SRI RAJIB MUKHERJEE, SMT CHANDRANI BANERJEE Owner Address : 8, RAM NARAYAN MUKHERJEE ROAD, KOLKATA Pin No. : 700061	Character of Premises: Constructed Building Total Area of Land: 4 Cottah, 9 Chatak.

**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 13-05-2022) for e-Payment. Assessed market value & Query is valid for 30 days. (i.e. upto 13-05-2022)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Query No: 2001140003 of 2022, Printed On : Apr 25 2022 9:45AM, Generated from wbregistration.gov.in



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

GRN Details

GRN: 192022230019252868  
GRN Date: 03/05/2022 15:32:43  
BRN: 7112192502640  
Gateway Ref ID: IGANMRDFCI  
Payment Status: Successful  
Payment Mode: Online Payment (SBI Epay)  
Bank/Gateway: SBICPay Payment Gateway  
BRN Date: 03/05/2022 15:34:04  
Method: State Bank of India NB  
Payment Ref. No: 2001148003/4/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Kanchan Das  
Address: Alipore Police court kol  
Mobile: 8961239996  
Contact No: 08961239996  
Depositor Status: Advocate  
Query No: 2001148003  
Applicant's Name: Mr Kanchan Das  
Identification No: 2001148003/4/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl.No	Payment ID	Head of VC Description	Head of VC	Amount (₹)
1	2001148003/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2001148003/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				41

IN WORDS: FORTY ONE ONLY.