1897 I-1721/2018 एक सौ रुपये ₹s. 100 ONE ক.<u>-</u>100 HUNDRED RUPEES सत्यमय जयत IRGINDIA INDIANONJUDICIA পশ্চিমবণ্ডগ पश्चिम बंगाल WEST BENGAL চি৯০-16010000 72 ertified that the document is admitted to registration. The signature sheet/s and the endersment sheets attached with this decument are the part of this document Jistrict Sub-Registrar-I DEVELOPMENT AGREEMENT THIS AGREEMENT made on this 237th day of May BETWEEN MR. MANAS KUMAR BANERJEE alias MANAS BANERJEE, having PAN No. ACVPB 8801 H, son of Late Ganesh Chandra Banerjee, by occupation -Retired, by faith-Hindu, Indian Citizen, residing at residing at 62/D, Maharaja Tagore Road, P.O. Dhakuria, P.S. Lake, Kolkata-700 031, hereinafter called and referred to as the 'OWNER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, succes-

sors, representative, administrator and assigns) of the FIRST PART.

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HAPPY VALLEY REALTORS AND INFRASTRUCTURE, a Partnership Business, having PAN No. AAKFH 7887 C and having their registered office at 8/44 B, Fern Road, P.O. & P.S. Gariahat, Kolkata-700 019, represented by their Partners, namely, 1) MR. OSIUR RAHAMAN, having PAN No.AAIPR 5107 K, son of Late Yakjub Ali, by faith- Islam, by occupation -Business, Indian Citizen, residing at 14/1, Jhawtala Road, P.O. Circus Avenue, P.S. Karaya, Kolkata-700 017, 2) MR. AVIJIT GHOSHAL, having PAN No. AVKPG 0712 A, son of Late Sudhir Chandra Ghoshal, by faith- Hindu, by occupation -Business, Indian Citizen, residing at 67, Tanupukur Road, P.O. Dhakuria, P.S. Kasba now Garfa, Kolkata-700 031, hereinafter called and referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include respective legal heirs, successors, Successors-in-Interest, representatives, administrators and assigns) of the OTHER PART.

WHEREAS one Sri Uma Shankar Banerjee, son of Sri Shibendra Chandra Banerjee was the lawful owner of a plot of land, being scheme plot No. 4, measuring about 3 Cottahs 8 Chittacks more or less, lying and/or situated in Mouza - Dhakuria, Pargana - Khaspur, J.L. No. 18, Touzi No. 230/233, comprised in Dag No. 1045, appertaining to Khatian No. 97, under P.S. Jadavpur, in the District of 24 Parganas (South), which he purchased from the then lawful owner, Central Land and Building Society Ltd., a Public Limited Company, having its registered office at 2/2, Southern Avenue, under P.S. Tollygunge, Calcutta, against valuable consideration and by virtue of a registered Deed of Conveyance (Saaf Kobala), duly executed on 27.09.1947 and was registered in the office of the Joint Sub-Registrar at Alipore and was recorded in Book-I, Volume No.54, Pages from 291 to 296, being No. 2966, for the Year 1947.

AND WHEREAS after becoming the lawful owner of the aforesaid plot of land, being scheme plot No. 4, measuring about 3 Cottahs 8 Chittacks more or less, lying and/or situated in Mouza - Dhakuria, Pargana - Khaspur, J.L. No. 18, Touzi No. 230/233, comprised in Dag No.1045, appertaining to Khatian No. 97, under P.S.

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Jadavpur, in the District of 24 Parganas (South), the said Uma Shankar Banerjee was in peaceful possession of the same, free from all encum-brances, and subsequently, he gifted, transferred and conveyed the same, i.e., <a href="ALL THAT">ALL THAT</a> piece and parcel of Bastu plot of land, being scheme plot No. 4, measuring about 3 Cottahs 8 Chittacks more or less, lying and/or situated in Mouza - Dhakuria, Pargana - Khaspur, J.L. No. 18, Touzi . No. 230/233, comprised in Dag No. 1045, appertaining to Khatian No. 97, under P.S. Jadavpur, in the District of 24 Parganas (South), in favour of his full blood brother, Sri Ganesh Chandra Banerjee, son of Sri Shibendra Chandra Banerjee, by virtue of registered Deed of Gift, duly executed on 12. 11.1955, duly registered in the office of the S.R. at Alipore and was recorded in Book-I, Volume No. 127, Pages from 235 to 238, being No. 8153, for the Year 1955.

AND WHEREAS accordingly, Sri Ganesh Chandra Banerjee, herein became the lawful and absolute owner of the said Premises and mutated his name as the absolute Owner of the aforesaid Plot of land and the same was known, numbered and assessed as Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031 and subsequently, constructed a single storied Building, in the said Premises for the purpose of his residence and was in peaceful possession of the same, free from all encumbrances, whatsoever by paying all land revenues to the Govt. of West Bengal and Municipal Taxes from to time.

AND WHEREAS while in peaceful possession of the same, free from all encumbrances, whatsoever the said Sri Ganesh Chandra Banerjee, died testated on 25.09.1997, leaving his wife, Smt. Jayanti Banerjee and his sons, namely, Sri Tapas Banerjee, Sri Manas Kumar Banerjee and married daughters, namely, Smt. Jyotsna Moitra and Smt. Mithun Chakraborty as his legal heirs and successors as per the provisions of the Hindu Succession Act, 1956.

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AND WHEREAS Sri Ganesh Chandra Banerjee, since deceased, during his life time, executed a WILL on 02.04.1996, in respect to his aforesaid property, in

favour of his wife, Smt. Jayanti Banerjee and in absence of her in favour of his younger son, Sri Manas Kumar Banerjee and appointed his younger son, Sri Manas Kumar Banerjee as the EXECUTOR of the said WILL. Accordingly, in terms of the said WILL, the said Sri Manas Kumar Banerjee as the EXECUTOR of the said WILL, applied before the District Delegate at Alipore under Act, 39, vide Case No. 376 of 1998(P) and after necessary compliances of the official formalities thereof and appropriate hearing of the same, he had been granted Probate on 31.03.2006. During the pendency of the said Probate Case, Smt. Jayanti Banerjee, wife of Late Ganesh Chandra Banerjee died intestate on 30.04.1999, leaving behind her sons, namely, Sri Tapas Banerjee, Sri Manas Kumar Banerjee and married daughters, namely, Smt. Jyotsna Moitra and Smt. Mithun Chakraborty as her legal heirs and successors as per the provisions of the Hindu Succession Act, 1956.

AND WHEREAS as aforesaid, in terms of the said WILL and Probate, being granted by the District Delegate at Alipore, the said Sri Manas Kumar Banerjee alias Manas Banerjee became the exclusive owner of the aforesaid Property at Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X and is now in peaceful possession of the same, free from all encumbrances, whatsoever. Subsequently, the Owner/ First Part herein is in peaceful possession of the same by mutating his name as the absolute Owner of the said Premises at Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X, having Assessee No. 210921501470, in the records of the Kolkata Municipal Corporation by complying necessary formalities in respect to the said mutation and by paying municipal taxes upto date and duly paid the land revenues from time to time to the concerned Departments of the Govt. of West Bengal.

AND WHEREAS being the lawful and absolute owner of the same, Sri Manas Kumar Banerjee alias Manas Banerjee has now decided to develop the aforesaid property by obtaining a sanctioned building Plan of a (G + III) multistoried Building from the competent Authority of the Kolkata Municipal Corporation by complying all necessary formalities in respect to the said development. Now the owner / First herein decided to appoint, engage some reputed, most reliable, experienced and a sound Developer (both technically and financially) for the purpose of development and construction of the new (G+III) multi-storied Building at Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X, having Assessee No. 210921501470, and to complete the said Project and as per the sanctioned Building Plan and declared for the same.

AND WHEREAS the Developer herein, coming to know the facts of such desire of the Owner herein, has made a proposal in relation to the aforesaid develop-ment of the said property before the Owner. The Owner after necessary investigation and thorough understanding with the Developer herein, has agreed to develop the said premises by the Developer. Both the parties hereto have mutually analysed, discussed and agreed to execute a Development Agreement under certain terms and conditions to satisfy the interest of both the parties thereto. The Owner herein, for his own advantage and benefits, have agreed to appoint, M/S. HAPPY VALLEY REALTORS AND INFRASTRUCTURE, a Partnership Business, having PAN No. AAKFH 7887 C and having their registered office at 8/44B, Fern Road, P.O. & P.S. Gariahat, Kolkata-700 Q19, represented by their Partners, namely, 1) MR. OSIUR RAHAMAN, having PAN No.AAIPR 5107 K, son of Late Yakjub Ali, by faith- Islam, by occupation -Business, Indian Citizen, residing at 14/1, Jhawtala Road, P.O. Circus Avenue, P.S. Karaya, Kolkata-700 017, 2) AVIJIT GHOSHAL, having PAN No.AVKPG 0712 A, son of Late Sudhir Chandra Ghoshal, by faith-Hindu, by occupation -Business, Indian Citizen, residing at 67, Tanupukur Road, P.O. Dhakuria, P.S.Kasba now Garfa, Kolkata-700 031, the Other Part herein, as the Developer of the said property for constructing the proposed (G+III) multi-storied

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Building as per the sanctioned building Plan. The Developer herein, has also agreed to develop the said property by constructing the pro-posed (G+III) multi-storied Building as per the sanctioned Building Plan at it's own risk, cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein, without involving the owner in the matter of the hazzards of construction.

AND WHEREAS it is mutually settled by and between the Owner and the Developer herein, that, the Owner will be entitled to 50% of the sanctioned F.A.R, comprised the following:-

- i) Out of the Owner's Allocation, 50% of the sanctioned F.A.R, being the entire Second Floor, comprised of a self-contained Flats, consists of 4 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 2 Toilets and 1 W.C., 2 Verandahs and 50% of the Third Floor, being a self contained 2BHK Flat, consists of of 2 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 1 Toilet and 1 W.C., 1 Verandah on the Back side of the aforesaid (G+III) multi-storied Building and 50% of Car Parking Spaces in the Ground Floor at Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X, having Assessee No. 210921501470.
- ii) Apart from the floor allocation, the Owner shall also be entitled to a Non-refundable Amount of Rs.7, 50,000/- (Rupees Seven Lakh Fifty Thousand) only payable at the time of execution of this Development Agreement.

AND WHEREAS the balance or remaining portion, of the sanctioned F.A.R., comprised of the self-contained flat/s on the entire First Floor and 50% of the Third Floor, being a self-contained Flat, consists of 2 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 1 Toilet and 1 W.C., 1 Verandah on the Front side of the aforesaid (G+III) multi-storied Building and balance Car Parking Spaces in the Ground Floor of the G+III Storeyed Building, shall be vested on the Developer herein, save and except Owner's Allocation. .....P/7.

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AND WHEREAS both the Owner and the Developer herein, have amicably discussed, negotiated, agreed and finally settled that, the proposed (G+III) multistoried Building shall be completed within the aforesaid stipulated time period of 24 months (18 + 6) as per the Sanctioned Building Plan to be obtain and after completion of the aforesaid building, the Owner herein, shall be allotted his portion within the aforesaid stipulated time period of 24 months inclusive Force Majuere time if any, as per the Sanctioned Building Plan along with his agreed amount of Final payment/installment within the stipulated time period. However, in the mean time, the Developer shall have every lawful right to enter into Agreement For Sale with all intending Buyers/ Purchasers for the purpose of transfer of the self-contained Flats in the said premises under the Developer's Allocation (save and except Owner's Allocation) at any settled price without any objection from the Owner. The Developer herein, shall also be entitled to receive the part or full consideration against sale of Developer's Allocation in the said premises without any objection from the owner.

# NOW THIS AGREEMENT WITNESSETH THAT BOTH THE PAR-TIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS:-

- In the Premises and in consideration of mutual advantages and benefits to be received and derived by both the parties herein, do hereby enter this Development Agreement for the development of the said property.
- 2.A) OWNER: Shall mean MR. MANAS KUMAR BANERJEE alias MANAS BANERJEE, having PAN No.ACVPB 8801 H, son of Late Ganesh Chandra Banerjee, by occupation-Retired, by faith-Hindu, Indian Citizen, residing at residing at 62/D, Maharaja Tagore Road, P.O. Dhakuria, P.S. Jadavpur, Kolkata-700 031, hereinafter called and referred to as the SOWNER.
- B) <u>DEVELOPER</u>: Shall mean <u>M/S HAPPY VALLEY REALTORS AND IN-</u> <u>FRASTRUCTURE</u>, a Partnership Business, having PAN No. AAKFH 7887 C and having their registered office at 8/44 B, Fern Road, P.O. & P.S. Gariahat, Kolkata-700

019, represented by their Partners, namely, 1) MR. OSIUR RAHAMAN, having PAN No.AAIPR 5107 K, son of Late Yakjub Ali, by faith- Islam, by occupation - Business, Indian Citizen, residing at 14/1, Jhawtala Road, P.O. Circus Avenue, P.S. Karaya, Kolkata-700 017, 2) MR. AVIJIT GHOSHAL, having PAN No.AVKPG 0712 A, son of Late Sudhir Chandra Ghoshal, by faith- Hindu, by occupation -Business, Indian Citizen, residing at 67, Tanupukur Road, P.O. Dhakuria, P.S. Kasba now Garfa, Kolkata-700 031, hereinafter called and referred to as the 'DEVELOPER'.

C) PREMISES: Shall mean ALL THAT piece and parcel of Bastu plot of land, being scheme plot No. 4, measuring about 3 Cottahs 8 Chittacks more or less, lying and/or situated in Mouza - Dhakuria, Pargana - Khaspur, J.L. No. 18, Touzi No. 230/233, comprised in Dag No. 1045, appertaining to Khatian No. 97, under P.S. Jadavpur, in the District of 24 Parganas (South) being Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road),, P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No.92, Br. No. X, having Assessee No. 210921501470 and butted and bounded as follows:-

ON THE NORTH : BY 16 FT. WIDE ROAD( Maharaja Tagore Road) .

ON THE SOUTH : BY PREMISES No.32/3 J, Gariahat Road South.

ON THE EAST : BY 12 FT. WIDE K.M.C. ROAD .

ON THE WEST : BY PREMISES No. 62, Maharaja Tagore Road.

which is more fully and particularly mentioned in the Schedule - 'A' of this Agreement and hereafter called 'The Said Property'.

D) <u>BUILDING</u>:-Shall mean G± III storeyed Building to be constructed on the land of the said Property, which Building will contain self-contained residential flats/ Units and space for Covered Car Parking Spaces and space for water pump and motor, space for electric meter, underground and overhead water reservoir, septic tank, Mounted room etc., thosewill be constructed at Municipal Premises



No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X, having Assessee No. 210921501470 in accordance with the Sanctioned Building Plan.

- E) <u>COMMON FACILITIES</u>: Shall mean and include the corridor, stairs, stair-cases, staircase landing, stairways, pathways for easement from the main road and other open spaces including side, rear, front spaces and facilities, lobbies, Mounted room on the top floor, space for electric meter, passages, overhead water reservoir, underground or semi-grounded water reservoirs, septic tank, lift and necessary installation etc. and any other area left for beautification that will be provided by the Developer for the enjoyment of the flat holders
- E) <u>COMMON FACILITIES</u>: Shall mean and include the corridor, stairs, stair-cases, staircase landing, stairways, pathways for easement from the main road and other open spaces including side, rear, front spaces and facilities, lobbies, Mounted room on the top floor, space for electric meter, passages, overhead water reservoir, underground or semi-grounded water reservoirs, septic tank, lift and necessary installation etc. and any other area left for beautification that will be provided by the Developer for the enjoyment of the flat holders
- F) OWNER'S ALLOCATION :- Shall mean and include, the Owner will be entitled to 50% of the sanctioned F.A.R, comprised the following :-
- i) Out of the Owner's Allocation, 50% of the sanctioned F.A.R, being the entire Second Floor, comprised of a self-contained Flats, consists of 4 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 2 Toilets and 1 W.C., 2 Verandahs and 50% of the Third Floor, being a self contained 2BHK Flat, consists of of 2 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 1 Toilet and 1W.C., 1 Verandah on the Back side of the aforesaid (G+III) multi-storied Building and 50% of Car Parking Spaces in the Ground Floor at Municipal Premises No. 62 D, Maharaja Tagore

Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X, having Assessee No. 210921501470.

- ii) Apart from the floor allocation, the Owner shall also be entitled to an consolidated Non-refundable Amount of Rs.7, 50,000/- (Rupees Seven Lakh Fifty Thousand) only payable at the time of execution of this Development Agreement.
- G) <u>DEVELOPER'S ALLOCATION</u>: Shall mean and include the balance or remaining portion, of the sanctioned F.A.R., comprised of the self-contained flat/s on the entire First Floor and 50% of the Third Floor, being a self-contained Flat, consists of 2 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 1 Toilet and 1 W.C., 1 Verandah on the Front side of the aforesaid (G+III) multi-storied Building and balance Car Parking Spaces in the Ground Floor of the G+III Storeyed Building, shall be vested on the Developer herein, save and except Owner's Allocation.
- H) TRANSFER: Shall mean and include transfer by the delivery of possession and by any other means adopted for effecting transfer of the saleable spaces and / or flats of the said include meaning of the terms, as defined under the Income Tax Act and also the Transfer of Property Act.
- TRANSFEREE: Shall mean a person, firm, limited company, association of persons to whom the saleable space or flat in the said building will be agreed to be transferred and / or for whom the said flat shall be agreed to be constructed by the Developer in exercise of the authority of the Developer to construct the said respective flats of the Developer's Allocation for and on behalf of such persons and at the costs of such persons who will be interested in purchasing and having flat at the said building to be constructed at the said premises.

ARCHITECT: Shall mean an Architect / Civil Engineer / L.B.S. who shall be appointed by the Developer herein and shall take the total responsibility of the proposed Project at the aforesaid Premises.

- K) <u>TITLE DOCUMENTS</u>: Shall mean and include the photocopies or Certified Copies of the Original Title Documents in respect of the said property or any portion thereof which shall be under the possession of the Developer during the subsistence of the Development Agreement.
- 2. THIS AGREEMENT SHALL BE DEEMED TO HAVE COMMENCED ON AND WITH EFFECT FROM THE DATE OF THE EXECUTION OF THIS AGREEMENT AND SHALL REMAIN IN FORCE AS LONG THE PARTIES HERETO PERFORM OR OBSERVE THEIR RESPECTIVE TERMS AND CONDITIONS AND COVENANTS HEREIN CONTAINED.
- 3. That the said Owner doth hereby revocably appoint, authorise and nominate and empower the said Developer to act as Developer of the said property and at the costs to be borne and incurred by the said Developer to have prepared and sanctioned a building plan duly sanctioned by The Kolkata Municipal Corporation.
- 4. That the Developer shall be always entitled to enter into the said property and to have the same surveyed and measured with the help of their men, labourers, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a Building Plan prepared by a qualified Architect/Engineer/Supervisor.
- 5. That the Developer shall be entitled to sign in the name of and on behalf of the Owner and submit the plan and enter into all correspondences and make representations before the Municipal Corporation Authorities and appear before them and do all necessary acts, deeds and things in that, behalf and pay all fees and charges for getting the proposed (G+III) multi-storied Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from the Kolkata Municipal Corporation and for that purpose to sign and grant receipts.

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- 6. That the Owner agrees that, upon the plan being sanctioned by the Kolkata Municipal Corporation, the Developer shall be entitled to start or commence the development work, preparing the ground and to start to commence the construction of the proposed building at the land of the said premises in accordance with the said sanctioned Building Plan.
- 7. That upon the plan being sanctioned, the Developer agrees to construct the construction of the said building in a substantial and work like manner and use standard materials of the size and specification stated in the sanctioned plan.
- 8. That the said Owner doth hereby agrees to indemnify and keep the Developer duly indemnified against all claims, demands, liabilities, if any of any third party against the said premises and/or against the said Owner and also against any actions, charges, Liens, claims, encumbrances and mortgage or any third party claim in the said premises and in case of any such prob-lems or claims, the said Owner/ First Part herein shall sort each and every claim / dispute on his own at his own cost and expenses.
- That the Developer doth hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the making of construction of the said building.
- 10. That the Owner hereby agrees, undertakes and confirms that the Developer shall be entitled to construct and complete the building on the land of the said premises and retain, enjoy and deal with and transfer the Developer's Allocation TOGETHER WITH undivided share in the land of the said premises attributable to the said Developer's Allocation without any interruption, objection, disputes, interference, hindrance of the said Owner and that the appointment of the said Developer as the said building in terms of the Agreement shall always be revocable on the part of the said Owner. It is however agreed by the Developer that the Developer shall not deliver up the possession of Developer's Allocation to Third Party without First delivering up the possession of the Owner's Allocation to the Owner within the notice period of 30 (thirty) days as stipulated in Clause No.35. ....P/13.

- That the Owner has already handedover all Xerox copies and certified copies of 11. the original title deeds to the Developer. The original Title Deed shall be in the custody of Developer and the Owner herein undertakes that its free from all encumbrances charges liabilities and the Developer will produce the same as and when it would be required by the Owner or by the intending Buyers of the Flats/ units and Car Parking Spaces etc. The Owner shall not deal with the same in any manner and shall not deposit the same for securing any money claim and the Owner herein, shall always allow the Developer to have inspection of the said documents as and when required for establishing and proving the title of the said Owner. It is recorded that, true xerox authenticated copies of the said title deeds has already been given to the Developer herein, shall be bound to provide all the original copies of Deeds, Documents, Certificates, Receipts before the Competent Authority as and when asked by the Developer. It is also agreed that the original sanctioned plan after obtaining from the Kolkata Municipal Corporation shall be in the custody of the said Developer and the Owner will get a copy of the said sanctioned plan for his own satisfaction and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said plan prepared and sanctioned.
- 12. That it is agreed that, the Owner shall also from time to time sign all other documents and execute, register the same at the cost and expenses of the Developer and shall also sign, applications as may be necessary from time to time for the purpose of getting the building plan sanctioned and for the development of the said premises and construction of the new G+III Storeyed Building on the land of the schedule mentioned premises. The new G+III Storeyed Building shall be completed within 24 (18+6) months from the date of commencement of work as per the sanctioned Building Plan.
- 13. That it is clearly agreed and understood by and between the parties herein, that the Owner will not be liable to bear and to pay the cost of construction of the Owner's Allocation and other common benefits and facilities, it will be borne by the Developer herein. 'The Owner's Allocation' has been determined as consideration against the cost of his landed property as well as the proportionate share against Developer's Allocation.

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- 14. That the Developer herein, shall be entitled to appoint an Engineer/Architect, Licensed Building Surveyor, Overseers and/or their Supervisors, Agents, Building Contractors, Labour Contractors and/or other person/s, men as may be decided and selected by the Developer from time to time commencing, carrying on with the construction and for the purpose of completion of the new G+III Storeyed Building as per the sanctioned plan at the Schedule mentioned premises.
- 15. That immediately upon execution of this Development Agreement and after sanction of the building plan, the Owner shall make over the khas vacant and peaceful possession of the said premises to the said Developer without any objection or any further delay. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the entire premises and delivery, sale and/or transfer of the flats and/or constructed portions duly completed under the Developer's Allocation. However, the Developer shall be entitled to receive the entire sale proceeds of the old and dilapidated Building and shall prepare and develop the said land and premises for necessary construction at their own cost and expenses and the Developer will be entitled to start construction on the same as per the sanctioned Building Plan.
- 16. That for the purpose of ascertaining the undivided share in the land attributable to the Developer's Allocation, the total Super Built Up Area of the entire flats and the total area of land shall be duly measured and ascertained by Architects / Engineer in charge of construction of the said building and his decision in this behalf shall be final and binding. However, the Owner/ First Part may conduct necessary measurement and survey of the Owner's Allocation after finishing of the Owner's Allocation and prior to the delivery of the Owner's Allocation only in presence of the Developer and Architects / Engineer in charge of construction of the said building.
- 17. That the said Owner doth hereby grant unto and authorise the Developer with exclusive right and power to build upon and exploit of the said land of the said premises and to construct on the land of the said premises, building of such height and lawful nature thereof as shall be decided by the said Developer and will be permitted to be

constructed under the building plan to be got sanctioned by the said Developer in terms of the Agreement. It is agreed that, the Developer shall be solely responsible for such construction of the building according to the said building Rule and in compliance with all law, rules and provisions and in strict conformity with the details drawings specifications proposals and features contained in the said plan to be sanctioned, and all necessary cost and expenses in relation thereto till completion of the building, sale and / or transfer / hand over of the flats to the intending Buyers. The said Developer shall always keep the said Owner indemnified against all claims and processes and responsibilities arising out of any deviation in constructing the said building by the said Developer and the Developer shall always remain responsible for all third party claims during the period of construction.

- 18. That the Owner agrees and convenants not to interfere with the possession of the Developer and also with that act and work of the said building and the Owner shall not in any manner object, restrict, obstruct, hinder or impede the said work of construction in the said building by the said Developer, If it is as per Building Permit and in conformity of this Agreement.
- 19. That the Developer shall unless hindered or impeded or obstructed by circumstance beyond control or any abnormal situation, will complete the construction of the said building on the land of the said premises within 24 months from the date of commencement of the construction of the work after sanction of the building plan including 6 (six) months time period for the purpose of FORCE MAJEURE and shall deliver the possession of the Owner's Allocation to the Owner within the said period in good and habitable condition.
- 20. That from the date of receiving khas vacant possession of the said property until making over the vacant khas possession of Owner's Allocation to the said Owner herein, all municipal Rates and taxes of the said property shall be borne and paid by the Developer and it is agreed that, the Owner shall not be liable for the same. It is however, agreed and expressly understood that all arrears of Municipal Rates and

Taxes and other outgoings of the said property upto the date of making possession to the Owner and execution of this Agreement to the Developer shall be borne and paid by the said Developer exclusively.

- 21. That it is agreed that, the Owner and the Developer shall duly comply with all requirements and other formalities of obtaining sanction of the Building Plan and the Owner shall always sign, execute all documents, plans, affidavits and undertakings, declaration, that will be required to be filed with the K.M.C. from time to time in connection with the sanction of the said building plan. The Developer shall also as Constituted Attorney on behalf of the Owner, by virtue of a registered Power of Attorney, be entitled to do, sign, execute and/or to deliver all documents, plans, affidavits, undertakings in the name of the Owner.
- 22. That the Developer shall be entitled to get the said plan modified from time to time according to their discretion and the copy of the plan to be supplied to the Owner before modification and in doing so the rights of the Owner in respect of Owner's Allocation to be given shall not in any manner be affected AND the Developer shall be bound always to complete the construction of the said Owner's Allocation in all respects and make over khas possession of the same to the Owner before delivery of any flat / apartment / space to any other person or persons.
- 23. That it is agreed that, in calculating the proportion of Super Built-Up Area of the Owner's and Developer's Allocation and area of the roof, open side, front, rear spaces on the ground floor and other compulsorily left over spaces shall be taken into account and calculation and all common facility of the building and common space are common with the Owner and the Developer.
- 24. That the Owner and the Developer shall comply with all other requirements of the Municipal Authorities and / or other authorities having jurisdiction in the matter relating to the constructions of the said building at the land of the said premises and will abide by the direction or directions of the Municipal Authorities and other authority having jurisdiction in the matter.

  ...P/17.

- 25. That it is agreed that, the land of the said premises shall always from dated hereof be indivisible and impartable and neither the Owner nor the Developer nor their respective transferees shall be entitled to claim any partition, sub-division or any separation of the land of the said premises and it is agreed that, the said land shall be held jointly undivided but in proportionate share.
- 26. That the Owner agrees to defend the title of the said premises and also defend the possession and rights of the Developer or constructing the said building and envisaged in the Agreement.
- 27. That the Developer shall be entitled at it's own costs and charges and expenses to carry out all and every items of work from development of the said premises including laying drains, cables, water pipes and other connections and electricity connection in terms of the said plan to be sanctioned and / or other terms and conditions that may be imposed by The Kolkata Municipal Corporation and the Owner agrees to always assist and co-operate with the Developer as will be required and necessary from time to time to carry out in the said development work and make construction of the said building as per said sanctioned plan.
- 28. That the Developer shall be entitled to use the entire available F.A.R. in respect of the said premises and get the plan prepared and sanctioned using the entire F.A.R.
- 29. That it is mutually agreed that the Developer shall be entitled to the sale proceeds of the existing old and dilapidated Building in the said Premises exclusively and the Owner shall not be entitled to claim any part of it in future from the Developer and as a matter of fact which has been compensated through the payment of non-refundable amount of Rs.7, 50,000/- (Rupees Seven Lakh Fifty Thousand) only at a time and the Owner herein shall be entitled to an amount per month as the monthly expenses for alternative accommodation during the period of the construction till the date of delivery of the Owner's Allocation, which shall be exclusively paid by the Developer herein as mutually settled by and between them.

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- That the Developer shall be at liberty to sell and / or allot the Developer's . Allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement For Sale and transfer hereof or in it's discretion to enter into agreement for the sale of the said Developer's Allocation to the intending Purchasers to acquire the said flat/s and to receive construction costs from them from time to time. The Developer shall also be entitled to enter into Agreement For Sale of undivided share of land of the said property in favour of the Purchaser of the flats and / or persons intending to acquire the flats and have the same constructed by the said Developer save and except the proportionate right of the Owner. The Owner agrees that, he will join the said Agreement respectively for the sale of undivided share in land and / or also for either sale of the said constructed flat and / or for constructing the flats on behalf of the respective intending persons as may be required by the Developer from time to time and the Owner will agree to transfer the undivided share in the land and to confirm and transfer the undivided share in the land and to confirm and transfer of the constructed area and / or making of construction of the flats on behalf of the Purchasers or intending persons after getting the allotment of the Owner.
- 31. That it is agreed that, the entire consideration amount on sale of the said undivided share in land and also the price of the constructed flats and / or the costs of constructions of the said flats of the Developer's Allocation shall be received exclusively by the Developer as aforesaid without any right claim or dispute or objection of the said Owner.
- 32. That the Developer shall always have lawful right as the official Developer on the land of the said property in respect of the costs of construction and other expenses that shall be borne and paid and incurred by the Developer till the completion of the construction and sale and transfer of Developer's Allocation and/or of undivided share of land of the Developer's Allocation in favour of the Developer or it's nominees and / or appointees in terms of the said Agreement.
- 33. That the Parties are in Agreement with that, if for cogent reason, the Developer can not complete the proposed G+III Storeyed Building in all respect within the stipulated time period as well as the period under Force Majeure, in that event the

Developer shall submit further extention of Time (EOT) to the Owner stating the 
reason for such delay in writting. Upon which the Parties will mutually settle and may 
extend further period to complete the Building in all respect as may agreed by both the 
Parties.

- 34. That the Owner has assured that, there is no notice of requisition or acquisition from the Government or from any other statutory authorities served on the said Owner upto the date of execution of agreement and that, the Owner is fully entitled to deal with the said property as it's absolute owner and to enter into this agreement with the Developer without any restriction restraint or objection from any body. The Owner hereby declares that there is no pending suit and / or legal dispute in the said property either in the name of the present owner or against the said property.
- 35. That the Developer shall be entitled and is authorised in the name of the Owner as far as necessary to apply for and obtain cement, steel, bricks and other building materials for construction and the said building at the land of the said premises and apply and obtain and/or permit connections water electricity power drainages sewers and other inputs and facilities of the said building and enjoyment of the flats and portions therein.
- 36. That after completion of construction of the building, the Developer shall give written notice to the Owner intimating him (the Owner) to take possession of the Owner's Allocation in the building within 30 days from the date of completion of the building and the Developer shall be entitled to hold and keep the management of the said building at the costs of the respective flat holders persons entitled to other places and portions of the said building and to receive proportionate contribution of maintenance charges, taxes, replacement expenses, repair expenses and costs of installations repairs maintenance etc., as are paid by the Flat Holders of the building containing self-contained residential apartments.
- 37. That both the parties herein, have mutually agreed that, the name of the proposed G+III Storeyed Building will be decided by the Developer only and the same shall be known as "HAPPY VALLEY" in the Schedule -

'A' mentioned Premises.

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- 38. That during the construction and completion of the building if any problem corps up, that, will be sorted out immediately and both the parties herein, shall settle the matter / problem by discussion for the purpose of securing their best interest and benefit.
- 39. That it is also mutually settled that, in case of serious dis-agreement by and between the parties herein, that, matter will be referred to the common Arbitrator as mutually agreed upon and the decision of that Arbitrator will be binding upon both the parties herein.
- 40. That after completion of the building, any extra work / construction demanded by the Owner herein, (other than mentioned in the work schedule) all such expenses and costs will be borne by the Owner herein, for such extra work or construction in his allocation.
- 41. That the Parties hereby declare and agree that these present do not constitute and the Parties do not intend to be a Partnership or Association of Persons. This is only a Development Agreement for the purpose of Development of the Property and followed by construction of a Multi-Storeyed Building in respect of the said Property granted in favour of the Developer under the mutually agreed terms and conditions as contained in these presents.
- 42. That the Courts of the District South 24 Parganas alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties.

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# SCHEDULE - 'A' ABOVE REFERRED TO PREMISES

ALL THAT piece and parcel of Bastu plot of land, being scheme plot No. 4, measuring about 3 Cottahs 8 Chittacks more or less, lying and/or situated in Mouza - Dhakuria, Pargana - Khaspur, J.L. No. 18, Touzi No. 230/233, comprised in Dag No. 1045, appertaining to Khatian No. 97, along with an Old and dilapidated single storied Building, measuring about 1000 Sq.Ft. more or less, constructed thereon, under P.S. Lake, in the District of 24 Parganas (South) being Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No.92, Br.No.X, having Assessee No. 210921501470 and butted and bounded as follows:-

ON THE NORTH : BY 16 FT. WIDE ROAD (MAHARAJA TAGORE

ROAD).

ON THE SOUTH : BY PREMISES No.32/3 J, GARIAHAT ROAD

SOUTH. -

ON THE EAST : BY 12 FT. WIDE K.M.C. ROAD .

ON THE WEST : BY PREMISES NO. 62, MAHARAJA TAGORE

ROAD.

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### SCHEDULE - 'B' ABOVE REFERRED TO OWNER'S ALLOCATION

ALL THAT piece and parcel of the 50% of the sanctioned F.A.R, comprised the following:-

- i) Out of the Owner's Allocation, 50% of the sanctioned F.A.R, being the entire Second Floor, comprised of a self-contained Flats, consists of 4 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 2 Toilets and 1 W.C., 2 Verandahs and 50% of the Third Floor, being a self contained 2BHK Flat, consists of of 2 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 1 Toilet and 1W.C., 1 Verandah on the Back side of the aforesaid (G+III) multi-storied Building and 50% of Car Parking Spaces in the Ground Floor at Municipal Premises No. 62 D, Maharaja Tagore Road (Postal Address being 62/D, Maharaja Tagore Road), P.O. Dhakuria, P.S. Lake, Kolkata-700 031, within the limits of the Kolkata Municipal Corporation, Ward No. 92, Br. No. X, having Assessee No. 210921501470.
- ii) Apart from the floor allocation, the Owner shall also be entitled to a consolidated Non-refundable Amount of Rs.7, 50,000/- (Rupees Seven Lakh Fifty Thousand) only payable at the time of execution of this Development Agreement.

# SCHEDULE - 'C'ABOVE REFERRED TO DEVELOPER'S ALLOCATION

ALL THAT piece and parcel of the balance or remaining portion, of the sanctioned F.A.R., comprised of the self contained flat/s on the entire First Floor and 50% of the Third Floor, being a self contained Flat, consists of 2 Bedrooms, 1 Drawing cum Dining, 1 Kitchen, 1 Toilet and 1W.C., 1 Verandah on the Front side of the aforesaid (G+III) multi-storied Building and balance Car Parking Spaces in the Ground Floor of the G+III Storeyed Building, shall be vested on the Developer herein, save and except Owner's Allocation.

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# SCHEDULE - 'D' ABOVE REFERRED TO (PARTICULARS OF COMMON AREAS AND FACILITIES)

- Stair case on all floors.
- Stair case landing and mid landings from all floors.
- Common passage from Public Road, entrance gate upto the stair case on the Ground Floor and lobby / path way upto the entrance of the Schedule Appt.
- Common passage and lobby on ground floor.
- Roof, Mounted Room, Parapet wall and other necessary installations.
- Water Pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
- All open spaces in the front side and the side spaces surrounding the multistoreyed building.
- 4(Four) Passenger Lift and necessary installations
- All electrical fittings, electrical wiring, common electrical meter, common electrical meter board and other necessary electrical installations meant for common use for the flat/unit holders.
- Drainage and sewers including man-hole, junction pits etc.
- 11. Boundary walls and main gate and/or side gates if any.
- 12. Such other common parts, areas, equipments and installations fixtures, fittings and spaces in or about the said-building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

# THE SCHEDULE - 'E' ABOVE REFERRED TO TECHNICAL SPECIFICATION OF THE UNITS/ BUILDING

A) General : The building shall be R.C.C. framed structure as per

the KMC Santioned Building Plan/s.

B) Brick work : i) All exterior brick work shall be 8" thick in 1: 6

Mortar as per approved by KMC.

All Partition Brick Wall shall be 3" and / or 5"
 thick in 1:4 Mortar.
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#### C) Plaster Work

: That the outside Plaster of the Building is 3/4" thick (Average) whereas the inside plaster will be 1/2" Thick (Average) and ceiling Plaster 1/4" thick in 1:3 Mortar.

#### D) Roof &

#### Roof Treatment

- Concrete roof will be treated with Water proofing Chemicals, sand, cement, quarter stone chips and morter and will be finished with Net Cement.
- 3' ft. height parapet wall will be provided all around the roof.
- Suitable rain Water pipe for proper drainage and necessary connection with main drainage pit.

### E) Stairs and Stair-case:

 The stairs steps, staircases, risers and and skirting shall be finished with good quality marble with 6 mm. or 18 mm. Width of the Stair Case shall not be less than 10-1/2 inches. Height of the One step to next step not more than 6".M.S. flat or 1/2" Sqare Bar patti railing as per Stair-case drawing.

### F) Floor finish, Skirting etc. ;

 All Bedrooms, Drawing, dining and Kitchen will be finished in Good Quality Marble Flooring.

All Toilets / W.C. flooring will be finished with Good quality Ceramic Tiles or Marble. All Kitchen Walls and Toilets / W.C. walls shall be finished with Good quality Ceramic Tiles.

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# G) Plumbing & Outside Pipe & Drainage Line :-

All inside plumbing work will be concealed. All outside Plumbing work will be done with Supreme Brand PVC Pipes and necessary fittings for drainage, particularing from Toilet to Septic Tank with 6" PVC Pipe. All Rain Water pipes will be PVC Pipes.

#### H) Doors and Windows

#### Doors

#### 1. Main Entrance Door

- Main Entrance door shall be of wooden panel
   Door with Door Frame shall be Sal Wood
   ( Malasia)Size 4 X 2-1/2 or as per drawing.
- b) Brass Handle.
- c) 3 No. Oxidised Hinges.
- d) 8" long Oxidised tower bolt from inside.
- e) 1 Eye Hole.
- f) One Night Latch( of Godrej Brand)

### 2. Other Doors

- All Doors 35 mm. flush door finished with Teak wood ply and polished on the both sides of the Door or as per drawing.
- Wooden door frame, shall be Sal Wood (Malasia) Size 4" X 2-1/2".
- c) Cyllindrical Lock.
- d) 3 No. Oxidised Hinges.
- e) 6" long Oxidised tower bolt from inside.

### Toilet and W.C. Doors

- a) 35 mm. P.V.C. doors in Kitchen, Toilet and
   W.C. and / or Flush Door.
- b) 3 No. Oxidised Hinges.
- e) 4" long Oxidised tower bolt from inside.

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#### I) Windows :-

All alluminium Sliding Windows with Glass. Grill:- M.S. Grill 1/2" Sqare Bar fitted win dows steel frame or extended Box type.

#### F) Toilet & Kitchen

#### One Bath & 1 W.C.

- a) One Commode in each Toilet and W.C. ISI approved Parryware Brand.
- b) Shower Head,
- c) Commode Shower and One Tap.
- d) Hot and Cold Mixtrure Taps
- e) Flushing Cistern( P.V.C.)

#### Kitchen

One Stainless steel sink in kitchen, one tap.

One Granite stone Cooking Top/ Table in the kitchen.

# I) Electrical Installation:

All electrcal points should be modular switches & Plug & Board cover concealed Electrical wiring (Havels).

- a) 3 Light Points, One ceiling Fan point and 1 No. 15 Amps. Plug point & One Air Conditioner Point in each Bedroom.
- b) 4 light points, 2 fan points 5 Amp., 1 plug point 5 Amp., 1 plug point -15 Amp., 2 (One)A.C. points in Drawing room and Dining Room.
- c) One light point, 2(One) 15 Amps plug Point and One 5 Amps plug Point in Kitchen.

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1 Light Point, 1 Geyser Point- 15 Amps Plug Point, 1 Exhaust Fan Point in each Toilet.

1 Light Point, 1 Exhaust Fan Point in each W.C.

1 Light Point and 1 Fan Point in each Verandah. .

### J) Paints & Colourwash

The Building shall be painted externally with Weather Coat. The inside of the Building shall be finished with Plaster of Paris on the plastered surface. Each Doors, Windows of the Common Area and each flat shall be finished with good quality enamal paints.

### K) LIFT

: A four passenger Lift of reputed Brand and necessary instalation thereof.

#### Water Supply:

One R.C.C. overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical submersible pump with motor will be installed in the underground Water Reservoir to deliver water to overhead reservoir from the underground water reservoir.

### Compound:

Standard height compound wall to be made existing road level. M.S. Grill Gate as per approved design of the Architect and will be painted both sides. All the above technical specifications are subject to being approved by K.M.C. Authority and with necessary modification/alteration if any.

# Specification of Materials :-

- 1) Cement :- Ambuja, Lafarge, A.C.C,
- 2) Steel :- Elegant,
- 3) Brick 1 No. Piget,
- 4) Stone Chips- 3/4 and /or 5/8,
- 5) Sand Medium Coarse,
- 6) Door Frame- Malaysia Sal,
- 7) Main Entrace Door-Teak Wood,
- (8) Widow-Alluminium Sliding with Glass.

9) M.S. Grill- 1/2 Inch Sqare Bar.

- all Comode, PVC Cistern made by Hindware Brand.
- Hot & Cold Mixture made by Hindware Brand.
- 12) Marble Slab- Marwar.
- All Paints Asian Paints.
- Electric Wire Finolex and modular Box and Switches (Crabtree).

IN WITNESS WHEREOF, all the parties herein, hereby agreed, understood and have set and subscribed their hands and signatures on the day, month and year first above written.

#### SIGNED AND DELIVERED

In presence of:

WITNESSES :-

1. Lipe Glock
121/2 M. den, chitre fortundK-1-74

2. Bardyarath Banense 13/1, Dr. Kedar Banense In. Kalkata 700031. Mara Kunan Barenja Aleâs. Mara Barenjee

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED

In presence of:

WITNESSES :-

1. Prodip Mondal 30/6/13, PK. G.S Bose Rd. Ucol-39. INFRA STRUCTURE

Partner

2. Rejn Bhelle Chargei Scippre Police Coust 101-27 INFRA STRUCTURE

SIGNATURE OF THE DEVELOPER

Drafted and prepared by me:

Arollend Lines Singeth

High Court, Calcutta.

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#### MEMO OF CONSIDERATION

RECEIVED a sum of Rs.7,50,000/-(Rupees Seven Lakh Fifty Thousand) only as the non-refundable amount from M/S. HAPPY VALLEY REALTORS AND INFRASTRUCTURE, a Partnership Business, having PAN No. AAKFH 7887 C and having their registered office at 8/44 B, Fern Road, P.O. & P.S. Gariahat, Kolkata-700 019, on the day, month and year first above written.

#### PARTICULARS

AMOUNT(RS.)

Vide Banker's Cheque No.494887, dated 19.05.2018, drawn on THE KARUR VASYA BANK Shakespere Sarani Br., Kolkata - 700 017, in favour of MANAS BANERJEE.

7,50,000.00

Rs.7,50,000.00

(RUPEES SEVEN LAKH FIFTY THOUSAND ONLY).

Mara Kunem Barerja

SIGNATURE OF THE OWNER

WITNESSES :-

1. Indip Mondal. 30/1/2, DR. G.S. Bose Rd-101-39.

2. Reja Bhella Charges

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Signature Oni 2.1





# ভারতীয় রিশিট পরিচম প্রাধিকরণ

#### ভারত সরকার Unique Identification Authority of India Government of India

ভাদিকাভূচির আই ডি/Enrolment No.: 1040/19770/04050

인 To 및 미르가 파매해 의 Menes Banerjee 등 62D MAHARAJA TAGORE ROAD DHAKURIA Dhakuria S.O Dhakuria Kolkata West Bengal 700031

MN163019292DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

8033 0713 7844

আখার - সাধারণ মানুষের অধিকার



शास्त्र सरकार GOVERNMENT OF INDIA



মানস বাাগাজী Manas Bancrice দিন্তা : গুলেশ চক্ত আনাজী Fether : GANESH CHANDRA BANERJEE কয় সূল / Year of Belt : 1944 (GREENSELE)

ming SPE / Year of Birth : 1944 別中年 / Marie

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জ্বাধার - সাধারণ মানুষের অধিকার

Marin Banerju





#### তথ্য

- আধার পরিচয়ের প্রমান, নাগরিকরের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনবাইন অথেন্টিকেশন বারা প্রাপ্ত করন।

#### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- আধর সারা দেশে মানা।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিদেবা প্রাণ্ডির সহায়ক কবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

16/30/1609



#### ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF NOVA

ঠিকাল। ৫০টি, মহারাজা টেখা মেড, ডাকুরিবা, চাকুরিরা, কেলকারা, শশ্মিমাড, 700031 Address: 62D, MAHARAJA TAGORE ROAD, DHAKURIA, Dhakuria S.O. Dhakuria, Mari Bagos

700031



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PACE SERVICES 194 Section 194



# ভারতের নির্বাচন কমিপন পরিচয় পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

KNH6678643



: যানস বানালী নিৰ্বাচকের নাম

Elector's Name : Manas Banarjee

শিবার নাম : পদেশ চন্দ্ৰ বানাজী

Ganesh Chandra Banerjoe Father's Name

Pre'Sex : 10 M

ब्बच काविन Date of Birth : 15/08/1944

Bang's

# KNH6678643

GZIO, GERMAN (CONTENTAL : MINNAY, MINN OR MINN (MICCO) रिकाना

67ID, MAHARAJA TAGORE ROAD. JADAVPUR, SOUTH 24 PARGANAS. 700031

Date: 13/92/2011

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149-Kasba Constituency

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TH NAME MANAS BANERJEE

पिता का नान JFATHER'S NAME GANESH CHANDRA BANERJEE

WITH THE PARTY OF BIRTH

15-08-1944

Vasker Lew

अस्तरकार आयुक्त, प.सं.सी

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

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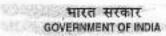
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Aviit Ghoshal Date of Birth/DOB: 15/12/1959 Male/ MALE



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আমার আধার, আমার পরিচয়



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

C/O Sudhir Chandra Ghoshal, 67, TANUPUKUR ROAD, Dhakuria, Kolkata, West Bengal - 700031

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आयकर विमाग INCOMETAX DEPARTMENT



नारत सरकार GOVT. OF INDIA

AVUIT GHOSHAL SUDHIR CHANDRA GHOSHAL 15/12/1869

Permanem Account Number

AVKPG0712A

Signature

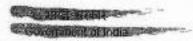
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Income Yes, PAN Services Unit, PTPSE Flor No. 3, Sector 31, CRD descript, North Alembai - 400 844 Swinish A. GRECORE Service power of Sector 31

इव कार के छाते, पारंपर रूपणा गुण्या कर लाहार क्लाका पेन केंग्रा मुनेट, पू राजकारी कर रूप प्लाट के 3. संप्रय २०५६ की दी के घरण्या गरी पार्ट-४०० केंग्र







Osiur Rahman DOB: 05/09/1958 Male / MALE



2509 6170 3874

मेरा आधार, मेरी पहचान



Unique Identification Authority of India

Address: S/O: Yakub Ali , 14/1, JHAWTALA ROAD, Circus Avenue, Kolkata, West Bengal - 700017

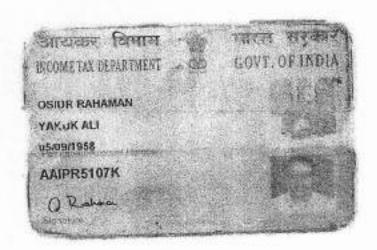
2509 6170 3874





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#### Major Information of the Deed

Deed No :	I-1601-01721/2018	Date of Registration	23/05/2018		
Query No / Year	1601-0000723717/2018	Office where deed is registered			
Query Date	07/05/2018 2:55:19 PM	D.S.R I SOUTH 24-PARGANAS, District: Sout 24-Parganas			
Applicant Name, Address & Other Details	ATANU BHATTACHARJEE ALIPORE, Thana: Alipore, District Mobile No.: 9831047036, Status	trict : South 24-Parganas, WEST BENGAL, PIN - 700027			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,50,000/-]			
Set Forth value		Market Value			
Rs. 2/-	100	Rs. 1,40,49,998/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 20,121/- (Article:48(g))	· (v.	Rs. 7,553/- (Article:E, E, B, M(b), H)			
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuin	g the assement slip.(Urban		

#### Land Details:

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Maharaja Tagore Road, , Premises No. 62D

Sch	Plot Number	Khatian Number	Land Proposed	In the second second	Area of Land	RESIDENCE AND ADDRESS OF THE PARTY OF THE PA	Market Value (In Rs.)	Other Details
L1			Bastu		3 Katha 8 Chatak	100	The state of the s	Width of Approach Road: 16 Ft.,
8 6	Grand	Total:			5.775Dec	1/-	132,99,998 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	7 50 000/	Structure Type: Structure
				7,50,000/-	
		oor : 1000 Sq Ft.,	Residential Use, C		age of Structure: 5 Years, Roof Type

#### Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Fringerprint	Signature		
	Mr MANAS KUMAR BANERJEE, (Alias: Mr MANAS BANERJEE) Son of Mr GANESH CHANDRA BANERJEE Executed by: Self, Date of Execution: 23/05/2018 , Admitted by: Self, Date of Admission: 23/05/2018 ,Place : Office			Maria Human Panospie Maria Panospie		
		25/05/2018	23/05/2018	23/05/2018		
	Bengal, India, PIN - 700031	Sex: Male, By 0 1H, Status :Indi	Caste: Hindu, O vidual, Executed	ke, District:-South 24-Parganas, West ccupation: Retired Person, Citizen of: d by: Self, Date of Execution:  : Office		

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	HAPPY VALLEY REALTORS AND INFRASTRUCTURE  8/44B,FERN ROAD, P.O:- GARIAHAT, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, PAN No.:: AAKFH7887C, Status :Organization, Executed by: Representative

Representative Details:

Sor		The second second second		
Mr OSIUR RAHAMAN Son of Late YAKUB ALI Date of Execution - 23/05/2018, , Admitted by: Self, Date of Admission: 23/05/2018, Place of Admission of Execution: Office			Oon Ree	
		Way 23 2018 1:34PM	LTI 23/05/2018	23/09/2018

# Mr AVIJIT GHOSHAL (Presentant ) Son of Mr SUDHIR CHANDRA GHOSHAL Date of Execution 23/05/2018, Admitted by: Self, Date of Admission: 23/05/2018, Place of Admission of Execution: Office May 23 2018 1:31PN LTB Signature Signature

67, TANU PUKUR ROAD, P.O:- DHAKURIA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVKPG0712A Status: Representative, Representative of: HAPPY VALLEY REALTORS AND INFRASTRUCTURE (as PARTNERS)

#### Identifier Details:

Name & address	THE REPORT OF THE PARTY OF THE
Mr ARDHENDU BIKAS SENGUPTA Son of Late DIBYENDU BIKASH SENGUPTA HIGH COURT, CALCUTTA, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-K Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,, Identifier OSIUR RAHAMAN, Mr AVIJIT GHOSHAL	Kolkata, West Bengal, India, PIN - 700001, Of Mr MANAS KUMAR BANERJEE, Mr
11104.00	23/05/2018

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	Mr MANAS KUMAR BANERJEE	HAPPY VALLEY REALTORS AND INFRASTRUCTURE-5.775 Dec			
Transfer of property for S1					
SI.No	From	To. with area (Name-Area)			
1	Mr MANAS KUMAR BANERJEE	HAPPY VALLEY REALTORS AND INFRASTRUCTURE-1000.00000000 Sq Ft			

Endorsement For Deed Number: I - 160101721 / 2018

#### On 23-05-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 only 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 13:05 hrs on 23-05-2018, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr AVIJIT GHOSHAL ,.

#### 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 1,40,49,998/-

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

Execution is admitted on 23/05/2018 by Mr MANAS KUMAR BANERJEE, Alias Mr MANAS BANERJEE, Son of Mr GANESH CHANDRA BANERJEE, 62D MAHARAJA TAGORE ROAD, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT , CALCUTTA, P.O: G P O, 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 23-05-2018 by Mr OSIUR RAHAMAN, PARTNERS, HAPPY VALLEY REALTORS AND INFRASTRUCTURE (Partnership Firm), 8/44B,FERN ROAD, P.O.- GARIAHAT, P.S.- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT , CALCUTTA, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 23-05-2018 by Mr AVIJIT GHOSHAL, PARTNERS, HAPPY VALLEY REALTORS AND INFRASTRUCTURE (Partnership Firm), 8/44B, FERN ROAD, P.O.- GARIAHAT, P.S.- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT ,CALCUTTA, P.O: G P O, 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 7,553/- (B = Rs 7,500/-, E = Rs 21/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7,553/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 18/05/2018 5:01PM with Govt. Ref. No: 192018190240061961 on 18-05-2018, Amount Rs: 7,553/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF9272618 on 18-05-2018, 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 100/-, by online = Rs 20,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 9385, Amount: Rs.100/-, Date of Purchase: 27/03/2018, Vendor name: S. Kr. Dey Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2018. 5:01PM with Govt. Ref. No: 192018190240061961 on 18-05-2018, Amount Rs: 20,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF9272618 on 18-05-2018, Head of Account 0030-02-103-003-02



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

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

GRN:

19-201819-024006196-1

Payment Mode

Online Payment

GRN Date: 18/05/2018 17:00:42

State Bank of India

BRN:

CKF9272618

BRN Date:

18/05/2018 17:01:26

#### DEPOSITOR'S DETAILS

ld No.: 16010000723717/2/2018

[Query No./Query Year]

Name:

Atanu Bhattacharjee

Contact No.:

Mobile No.

+91 9831047036

E-mail:

Address:

Alipore

Applicant Name:

Mr ATANU BHATTACHARJEE

Office Name:

Office Address:

Status of Depositor:

Solicitor firm

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

#### PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16010000723717/2/2018	Property Registration, Stamp duty	0030-02-103-003-02	20021
2	16010000723717/2/2018	Property Registration-Registration	0030-03-104-001-16	7663

Total

27574

In Words:

Rupees Twenty Seven Thousand Five Hundred Seventy Four only

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2018, Page from 60824 to 60870 being No 160101721 for the year 2018.



Digitally signed by DEBASIS PATRA Date: 2018.05.30 14:03:37 +05:30 Reason: Digital Signing of Deed.

Dalw

(Debasis Patra) 30/05/2018 14:03:06
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)