

পশ্চিমবঙল पश्चिम बंगाल WEST BENGAL

B 005370

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LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT IS made on this the 31st day of JANUARY,

in the year TWO THOUSAND FOURTEEN of the Christian Era,

BETWEEN

- (A) SRI ASHIT CHAKRABORTY, by occupation Business
 - (B) SRI AMIT BARAN CHAKRABORTY, by occupation Service
 - (C) SRI ALOK BARAN CHAKRABORTY, by occupation Service
 - (D) SMT.KARABI CHAKRABORTY, by occupation House-wife wife of Sri Biplab Chakraborty

All sons and daughter of Late Anil Baran Chakraborty and Late Radha Rani Chakraborty, all by faith - Hindu, by nationality - Indian and all having address at 63, Vidyasagar Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum;

- (A) SMT.NILIMA CHAKRABORTY, by occupation House-wife
 - (B) SRI ASHOK CHAKRABORTY, by occupation Service
 - (C) SRI ASHIM CHAKRABORTY, by occupation Service
 - (D) SMT.JABA CHAKRABORTY, by occupation House-wife wife of Sri Prantor Chatterjee
 - (E) SMT.KRISHNA ACHARYA, by occupation House-wife wife of Sri Kajal Baran Acharya

No. 2(a) - wife, 2(b) to 2(c) - sons and 2(d) to 2(e) - daughter of Late Abinesh Chandra Chakraborty, all by faith - Hindu and all having address at 63, Vidyasagar Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum,

3. SRI BIJON BARAN CHAKRABORTY son of Late Bijoy Baran Chakraborty and Late Rina Chakraborty, by faith — Hindu, by occupation - Service, having address at 63, Vidyasagar Road, P.O. Bediapara, Kolkaia — 700 077, P.S. Dum Dum, represented by and through his Constituted Attorney SRI DHRUBA JYOTI CHAKRABORTY son of Sri Rabindra Nath Chakraborty, by faith — Hindu, by occupation — Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkaia — 700 077 empowered by a registered General Power of Attorney executed at the Office of the A.D.S.R.

Cossipore Dum Dum and recorded therein in Book No.IV, CD Vol.No.3, Pages 3595 To 3610, Being No.01259 for the year 2013.

hereinafter jointly called and known as 'LAND-OWNERS' (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART.

AND

GANPATI CONSTRUCTION, a partnership firm having its principal place of business at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBA JYOTI CHAKRABORTY son of Sri Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, hereinafter called and referred to as the DEVELOPERIPROMOTER (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and assigns) of the SECÓND PART.

WHEREAS, land admeasuring Seven(7) Cottahas Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. as per deeds of purchase and as per physical measurement, physically measured by the Survey/Pleader Commissioner appointed by the Ld.Civil Judge(Sr.Div) at Barasat on the basis of T.S. No.238 of 1998 Eight(5) Cottahs Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less with two-storied pudda old dispidated building measuring a total constructed area of 3782 Sq.ft., which the above named owners including their predecessor-in-interest enjoying within brick-built boundary for more than Fifty-six (56) year without any claim or demands from any one lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza – Sinthi Niz, J.L.

No.11. Touzi No.1298/2833, curved out by R.S. Dag Nos.586 & 578 appertaining to R.S. Khatian No.29 was belonged to the predecessor-in-interest of the present owners viz. Smt.Suro Bala Devi, since deceased, wife of Late Manada Charan Chakraborty.

AND WHEREAS, the said Smt. Suro Bala Devi wife of Late Manada Charan Chakraborty purchased the schedule mentioned entire land under two different deeds being (1). Deed No.6734 for the year 1957 (executed on 05/09/1957) of Sub-Registrar, Cossipore Dum Dum land admeasuring Three(3) Cottans Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. more or less AND (2) Deed No.7821 for the year 1957 (executed on 12/11/1957) of Sub-Registrar, Cossipore Dum Dum land admeasuring Four(4) Cottahs more or less.

AND WHEREAS, both the lands are adjacent to each other within brick built boundary measuring Seven(7) Cottahas Thirteen(13) Chhittacks and Edieen(15) Sq.ft as per deeds of purchase and as per physical measurement, physically measured by the Survey/Pleader Commissioner appointed by the Ld.Civil Judge(Sr.Div) at Barasat on the basis of T.S. No.238 of 1998 Eight(8) Cottahs Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less.

AND WHEREAS, after purchase, the said Smt. Suro Bala Devi became the sole and absolute owners of land measuring an area of Seven(7) Cottahas Thirteen(13) Chillitacks and Fifteen(15) Sq.ft. more or less as per deeds of purchase and as per physical measurement, physically measured by the Survey/Pleader Commissioner appointed by the Ld.Civil Judge(Sr.Div) at Barasal on the basis of T.S. No.238 of 1998. Eight(8) Cottaha Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza – Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by R.S. Dag Nos.586 & 578 appertaining to R.S. Khalian No.29 and mutated her name in the records of the local South Dum Dum Municipality which is now known as Municipal Holding No.123, Bediapara Lane in Ward No.11.

AND WHEREAS, Increasiver the said Smt. Suro. Bala Devi, since necessed, constructed a two-storied pucca building and residing there with her temily members and while enjoying the said landed property in her khas possession, the said Smt. Suro. Bala Devi, since decessed, gifted the said land and building to her four sons (1) Abinash Chandra Chakraborty, since decessed, (2) Anil Baran Chakraborty, since decessed, (3) Bijoy Baran Chakraborty, since decessed and (4) Sri Deb Das Chakraborty, and the said Deed of Gift was registered with the Office of the Sub-Registrar, Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.119, Pages 26 to 28, Being No.8130 for the year 1959.

AND WHEREAS, after acquire the said land the said (1) Abinash Chandra Chakraborty, since deceased, (2) Anil Baran Chakraborty, since deceased and (4) Sri Deb Das Chakraborty became the joint owners in respect of the schedule mentioned entire landed property and each of them singularly hold undivided 1/4th share and while enjoying the same in ejmali, three nos. co-sharers out of four nos. co-sharers viz. (1) Abinash Chandra Chakraborty. (2) Anil Baran Chakraborty and (3) Bijoy Baran Chakraborty, died intestate leaving behind them the following legal heirs and successors:-

(1) ABINASH CHANDRA CHAKRABORTY died intestate on 03/04/1983 leaving behind him his following legal heirs and successors:

4	SMT. NILIMA CHAKRABORTY	- Wife
10)	SRI ASHOK CHAKRABORTY	- Son
iii	SRI ASHIM CHAKRABORTY	- Son
(v)	SMT. JABA CHAKRABORTY	- Daughter
v)	SMT. KRISHNA ACHARYA	- Daughter

AND WHEREAS, efter the death of the said Ablnesh Chandra Chakraborty his above named legal heirs and successors became the joint owners of undivided 1/4th Share of Municipal Holding No.123, Bediapera Lane

and they singularly hold undivided 1/20th Share of schedule mentioned entire landed property.

- (2) ANIL BARAN CHAKRABORTY died intestate on 29/06/1974 leaving behind him his following legal heirs and successors:
 - i) SMT RADHA RANI CHAKRABORTY, since deceased, Wife
 - ii) SRI ASIT CHAKRABORTY Son
 - iii) SRI AMIT BARAN CHAKRABORTY Son
 - (V) SRI ALOK BARAN CHAKRABORTY Son
 - v) SMT.KARABI CHAKRABORTY Daughter

AND WHEREAS, after the death of the said Anil Baran Chakraborty his above named legal heirs and successors became the joint owners of undivided 1/41* Share of Municipal Holding No.123, Bediapara Lane and they singularly hold undivided 1/20* Share of the schedule mentioned entire landed property.

AND WHEREAS, suddenly on 16/01/2004 one of the Co-sharer viz.

Radha Rani Chakraborty died Intestate and after her death her husband and thereafter her undivided 1/2015 share devolved on her three sons viz. Sri Asit Chakraborty, Sri Amit Baran Chakraborty and Sri Alok Baran Chakraborty and only deughter Smt. Karabi Chakraborty.

AND WHEREAS, after the death of the said Anil Baran Chakraborty and his wife viz. Radha Rani Chakraborty their following legal heirs and successors became the joint owners of undivided 1/4% share and singularly hold undivided 1/16% Share of the schedule mentioned entire landed property.

- i) SRI ASIT CHAKRABORTY Son
- ii) SRI AMIT BARAN CHAKRABORTY + Son
- III) SRI ALOK BARAN CHAKRABORTY Son
- (iv) SMT.KARABI CHAKRABORTY Daughter

- (3) BIJOY BARAN CHAKRABORTY died intestate on 11/01/1994 leaving behind him his following legal heirs and successors:-
 - I) SMT.RINA CHAKRABORTY, since deceased Wife
 - II) SRI BIJON BARAN CHAKRABORTY Son

AND WHEREAS, after the death of the said Bijoy Baran Chakraborty his wife. Rina: Chakraborty, since deceased and only son Sri Bijon Baran Chakraborty became the joint owners of the landed property left by Late Bijoy Baran Chakraborty and jointly hold undivided 1/4th share and singularly hold undivided 1/8th Share of the schedule mentioned entire landed property.

AND WHEREAS, suddenly on 09/05/2013, the said Rina Chakraborty died intestate on leaving behind him her only son Sri Bijon Baran. Chakraborty and after her death the said Bijon Baran Chakraborty became the sole owner of undivided 1/4th share of the schedule mentioned entire landed property.

(4) SRI DEB DAS CHAKRABORTY is still alive and holding undivided 1/4²⁸ share of the schedule mentioned entire landed property.

AND WHEREAS, in the year 1998 some of the owners viz. Sri Ashok Chakraborty, Sti Ashim Chakraborty, Smt.Nilima Chakraborty, Kumari Jaba Chakraborty(now married), Smt.Krishna Acharya, Sri Ashit Chakraborty, Sri Amit Baran Chakraborty, Sri Alok Baran Chakraborty, Smt.Radha Rani Chakraborty(now deceased) and Smt.Karabi Chakraborty, hereinafter jointly called as "Plaintiff" instituted a Civil Suit for Partition of their ejmail land against Sri Deb Das Chakraborty, Sri Bijan Baran Chakraborty and Smt.Rina Chakraborty(now deceased), hereinafter jointly called as "Defendant" in the Ld.Court of 2nd Civil Judge (Senior Div.) at Barasal being Title Suit No.238 of 1998.

AND WHEREAS, on 28/05/2009 an Order was passed by the Civil Judge, Senior Division, 2nd Court, Barasat and the said order is appended below:-

"It is hereby declared that plaintiff Nos.1 to 5 have 1/20 share each over the suit property, Plaintiff Nos.6,7,8 & 10 have 1/16th share each over the suit property. Defendant No.1 has 1/4th share over the suit property and defendant nos.2 & 3 have 1/8th share each over the suit property.

The parties to the suit are directed to get the property for amicable partition by mates and bounds within three months, failing which either of the parties shall be at liberty to move for final partition in accordance with the law."

AND WHEREAS, no amicable partition by mates and bounds have settled, so the plaintiffs appealed to Court for Partition and the Court appointed one survey person/commissioner for partition the suit property. The Commissioner come to the suit property several days meted both the parties look measurement and submitted the partition report to the Ld.Court of 2nd Civil Judge(Sr. Division) at Barasat being T.S. No.238 of 1998.

AND WHERAS, in the mean time Radha Rani Chakraborty from Plaintiff part and Rina Chakraborty from Defendant part died intestate leaving behind them their legal heirs and successors as mentioned above. The defendant No.1, Debdas Chakraborty was also suffering for some acute diseases and almost bed ridden and even to undergo dialysis thrice a week.

AND WHEREAS, now the above owners have decided to amicably settled to make partition of their landed property and considering the present alive owners (Plaintiffs & Defandants) and have amicably decided to separate their portion of land as per the Commission's report & guideline. AND both the parties deciares that they will withdraw the said Title Suit being T.S.No.238 of 1998 of Ld Court of 2rd Civil Judge (Sr.Division) at Barasat and the another pending-case in the Ld Court of 2rd Civil Judge(Sr.Div.) at Barasat being M.S.No.7 of 1999.

AND WHEREAS, the above named owners made a Deed of Partiton as per the report of the Commissioner appointed by the Ld.Court and Whereas the Defendant No.1 will pay Owelty money of Rs.2,25,947 to the Plaintiff Nos.6,7,8 & 10 and Rs 1,15,256/- to the Plaintiff Nos.1 to 5 and the said Dwelty Money is to be paid at the time of execution of this Deed of Partition and the said partition deed was registered with the office of the A.D.S.R. Cossipore Dum Dum on 31/01/2014

AND WHEREAS, as per the above Deed of Partition, the above named owners jointly acquired the Schedule-'C' property land admeasuring Six(6) Collabas Eleven(11) Chhittacks and Forty-one(41) Sq.ft. land with old dilapidated two-storied brick-built building lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza – Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by R.S. Dag No.586 & 578 appertaining to R.S. Khatian No.29.

AND WHEREAS, after acquiring the said land the said (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA ACHARYA (6) SRI ASIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY (9) SMT.KARABI CHAKRABORTY and (10) SRI BIJON BARAN CHAKRABORTY became the joint owners of the schedule mentioned landed property and mutated their joint names in the records of the South Dum Dum Municipality under Municipal Holding No.123(New) & 81(Old), Bediapara Lane in Ward No.11 as well as also applied for mutation in the records of B.L. & L.R.O., Bkp-II, Sodepur for separate Khatian Nos.

AND WHEREAS, the said building is very old in style and in dilapidated condition and that is why the above owners have decided to demolish the existing structure and re-construct a new building on the said land but due to lack of money and technical know-how the First Party/owner have decided to hand-over the said land to a competent Developer who can complete the entire construction at their cost and risk.

AND WHEREAS, to commercially exploit the said premises being Municipal Holding No. 123(New) & 81(Old), Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, the First Party/Land-owners have entered

into this agreement with the Second Party/Developer to construct and/or raise a multistoried building at the entire cost and responsibility of the Developer, on the said plot of land in manner and process as specifically stipulated by and between the parties hereunder written.

AND WHEREAS, the Owner SI, No. 3 viz. Srl Bijon Baran Chakraborty, is the owner of undivided 1/310 Share of the schedule mentioned landed property i.e. Two(2) Cottahas Three(3) Chhittack and Sixteen(16) Sq.ft. be the same a little more or less out of the total land area of Six(6) Cottahas Eleven(11) Chnittacks and Forty-one(41) Sq.tt. and have already received Rs 21,00,000=00 (Rupees Twenty-one Lacs) only as total full and final consideration money for devoting his land in joint venture at the time of execution of this agreement and release, relinquish all his demands and rights on his undivided 1/3" share of Municipal Holding No.123(New) & 81(Old). Sedispare Lone in Ward No.11 of the South Dum Dum Municipality in favour of GANPATI CONSTRUCTION, a partnership firm having its principal place of business at 784, Purbs Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata -700 030, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugath, P.S. Dum Dum, Kolkata - 700 030 and SRI DHRUBA JYOTI CHAKRABORTY son of Sri Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rebindre Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077.

AND WHEREAS, the Owners St.Nos.1(a) to (d) & Owners St.Nos.2(a) to (e) are the joint owners of undivided 2/3¹² Share of the schedule mentioned landed property i.e. Four(4) Cottahas Eight(8) Chhittacks and Twenty-five(25) Sq.tt. more or Jess out of the lotal land area of Six(6) Cottahas Eleven(11) Chhittacks and Forty-one(41) Sq.ft.

AND WHEREAS, Owners St.Nos.1(a) to (d) & Owners St.Nos.2(a) to (e) have jointly agreed to take proportionate Fifty percent(50%) sanction area as per sanction building plan of their undivided land area of Four(4) Cottahas

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Eight(8) Chhittacks and Twenty-five(25) Sq.ft, more or less out of the total land area of Six(8) Cottahas Eleven(11) Chhittacks and Forty-one Sq.ft, as the building plan will be sanctioned on the entire land area of Six(6) Cottahas Eleven(11) Chhittacks and Forty-one Sq.ft.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows -

ARTICLE - I, DEFINITIONS

- LAND-OWNERS: Shall mean the said (1) SMT.NILIMA
 CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM
 CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA
 ACHARYA (6) SRI ASIT CHAKRABORTY (7) SRI AMIT BARAN
 CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY (9) SMT.KARABI
 CHAKRABORTY and (10) SRI BIJON BARAN CHAKRABORTY and their
 legal heirs, representatives executors, administrators and assigns.
- DEVELOPER: Shall mean GANPATI CONSTRUCTION, and its partners and successors-in-business/office.
 - 3 PREMISES: Shall mean the Municipal Holding No.123(New) & 81(Old), Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, Kolkata 700 077, P. S. Dum Dum, otherwise called and known as Mouza Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by R.S. Dag No.586 & 578 appertaining to R.S. Khatian No.29, morefully and particularly described in the schedule hereunder written.
- 4 BUILDING: Shall mean the Multi-storied building to be so constructed at the said premises in accordance with the plan to be sanctioned by the appropriate authority of the South Dum Dum Municipality or further storied if the authority granted.

- COMMON FACILITIES AND AMENITIES: Shall mean Corridor, Stairways & Lift, Roof, Passage ways, Over-head/Under-ground water tank. Water pump and Motor and other facilities, which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building and land there under as per Apartment ownership Act 1972.
- SALEABLE SPACE: Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the space required there for in respect of the Developer's allocation only.
- 7 OWNERS' ALLOCATION ; shall mean
 - SRI BIJON BARAN CHAKRABORTY will be entitled to get Rs.21,00,000=00 (Rupees Twenty-one Lacs) only as money consideration as full and final consideration money for devoting his land in joint venture and release, relinquish all his demands and rights on his land and building to be so constructed in favour of the Developer.
 - (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA ACHARYA (6) SRI ASIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY & (9) SMT.KARABI CHAKRABORTY will jointly be entitled proportionate Fifty percent (50%) sanction area as per sanction building plan on their undivided 2/3rd share of land i.e. Four(4) Cottahas Eight(8) Chhittacks and Twenty-five(25) Sq²ft, more or less out of the lotal land area of Six(6) Cottahas and Eleven(11) Chhittacks and Forty-one(41) Sq.ft in forms of Self Contained Flats.

- c) That the owners will be entitled the monthly rent at actual, those who are actually residing in the demised premises.
- N.B. 1. No other consideration either in cash or in kind will be entitled by the above named owners.
 - 2. A supplementary Agreement will be executed by the above mentioned parties after obtaining the sanction building plan from the South Dum Dum Municipality for allocation of owners' allocation in details.
- 6 ARCHITECT: Shall mean the persons who may be appointed by the developer for designing and planning of the said building and obtain the sanction building plan.
- BUILDING PLAN: Shall mean the plan to be sanctioned by the appropriate authorities with such alterations or modifications as may be made the developer with their cost with the approval of the appropriate authority from time to time.

ARTICLE - II, COMMENCEMENT

THIS AGREEMENT shall be deemed to have commenced on and with effect from the 31st day of JANUARY in the year two thousand FOURTEEN of the Christian Era.

ARTICLE - III LAND-OWNER'S REPRESENTATIONS

The land-owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, attachments and liens whatsoever and the Developer herein is also primarily satisfied with regard to their title and possession to the property in question after searching.

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The said premises is not vested under the Urban Land (Celling and Regulation) Act, 1976.

ARTICLE - IV DEVELOPER'S RIGHTS

- The land-owners hereby grant subject to what has been hereinafter provided the exclusive right to the developer to built, construct, erect and complete the said building compromising of various sizes of flats in order to sell the said flats to the member of the public for their residential purpose by entering into agreements for sell and or transfer and/or construction in respect of the Developer's Allocation in accordance with plan to be sanctioned by the appropriate authorities with or without amendment and/or modification made or caused by the Developer. The Developer hereby agree with the Land-owners that they will give possession to the owners of land in the self contained flat to be completed in all respect at first at the newly constructed building to possession to the purchasers.
- The developer shall be entitled to prepare, modify or after the plan with approval of the land-owners and to submit the same to the appropriate authorities in the name of the developer at its own costs and developer shall pay and bear the expenses required to be paid or deposited for obtaining the sanction of the building plan from the appropriate authorities for construction of the building at the said premises, provided, however, that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer. The Developer shall obtain building sanction plan from the concerned Municipality within Six(6) months from the date of execution of this agreement subject to force majure clause or any objection raised from municipality/locality is raised.
- 3 Nothing in these presents shall be construed as a demise or assignment or transfer by the land-owners of the said premises or any thereof to the

developer or as creating any right or interest in respect thereof in favour of the developer or an exclusive license to the developer to sell the flats of their said premises in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms thereafter stated. The Developer and/or its nominee or nominees/assignees shall have right to transfer the developer's right to any one of their choice. The Developer shall at first deliver the owners allocation in the building to the land-owners thereafter to the intending purchasers. After providing the owner's allocation all flats, garages, shops, open and covered spaces along with proportionate share of land underneath will lies with the developer.

ARTICLE - V APARTMENT CONSIDERATION

- in consideration of the land-owners having agreed to permit the developer to sell the flats of the said premises except land-owner's allocation and construct, erect and complete the building on the said premises the developer agrees:-
- At their own costs will obtain all necessary permissions and/or approvals and/or consents.
- b) In respect of the construction of the building to pay costs of supervision of the development, construction of the owner's allocation in the building at the said premises.
- To bear all costs, charges and expenses for construction in the building at the said premises.
- Allocation to owners in the building to be constructed at the said premises within 36 (Thirty-six) months from the date of obtaining the sanction building plan from the South Dum Dum Municipality and extra six months for the cause of any accidental incidents. Be it referred to here that the Developer shall obtain the sanction building plan within six (6) months from the municipality from the date of execution of this agreement subject to force majure clause or any objection from municipality/locality is raised.

- The Developer shall also construct, erect and complete at their own costs the entire common facilities and amenities for land-owner's allocation of the said building.
- 3 The Developer shall have no right to claim for payment or reimbursement of any costs, expenses or charges included towards construction of the building from the land-owners.
- 4. The existing building will be demolished by the developer and the sale proceed will be received by the developer.

ARTICLE - VIII ; PROCEDURE

The land-owners will grant to the developer and/or nominee or nominees one Registered General power of Attorney and One Notarised General Power of Attorney as may be required for the purpose of obtaining the sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities.

ARTICLE - XI : CONSTRUCTION

- The Developer shall solely and exclusively responsible for construction
 of the said building.
- The Developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the landowners and to transfer or otherwise deal with or to dispose of the same without any right claim or interest therein whatsoever of the landowners and land-owners will not in any way interfere with or disturb the quite and peaceful possession of the developer's allocation unless the land-owners interest is prejudiced.

ARTICLE - XII : BUILDING

- The Developer shall at their own cost construct, erect, and complete the building and common facilities amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time and such construction of the building shall be complete entirely by the developer within 36 moths from the date of plan sanction. Extra six months could be extended for the cause of any accidental incident.
- Ine developer shall erect the said building at their own cost as per specification and drawings provided by the architect, pump, tube-well, water storage tanks, overhead reservoirs, electrification, permanent electric connections and until permanent electric connection is obtained, temporary electric connection shall be provided and other facilities as are required to be provided as residential building (will be bear by the developer) self-contained apartment and constructed spaces for sale and/or residential flats and/or constructed spaces therein on ownership basis.
- The developer shall be authorized in the name of the owners in so far as necessary to apply and obtain quotas, entitlements and other allocation of or for cement, steel, bricks and other building materials allocation to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power drainage, sewerage to the building and other impute and facilities required for the construction of enjoyment of the building, for execute Agreement for sale, to receive money from the intending purchaser, to execute necessary Deed of Conveyance in favour of purchaser for the developer's allocated portion only for which purpose the land-owners shall execute in favour of the developer.

 General Power of Attorney as shall be required by the developer.

- The developer shall at its own cost and expenses and without creating any financial or other liability on the land-owners, construct in complete the building and various units and/or spartments herein according with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the land-owners in writings.
- 6. All costs, charges and expenses including architect's fees shall be paid discharged and borne by the developer and the land-owners shall have no liability in this context.
- The Developers will not violate or contravene any of the provisions or rules applicable to the construction of the said building.
- 8. Not to do any act, deed or thing whereby the land-owners are prevented from enjoying, assigning and/or disposing of any of the land-owners allocation in the Building at the said premises.
- 9. The Developer will keep the land-owners indemnified against all Third Party claims and actions arising out of any sort of act or commission of the Developer in relation to the construction of the said building provided however that the title of the land as per as per owners' statement is true and correct and the Developer herein is also primarily satisfied with regard to the matters referred to above
- 10. It is agreed that from the date of this agreement the Developer shall pay and discharge all taxes and other imposition up to the date of delivery of possession of the land-owners' allocation to the landowners...
- The land-owners hereby agree with the developer that all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the said property and construction and completion of the building thereon in accordance

with the terms and conditions as may be stipulated by the concerned authorities unless the owner's interest is prejudiced.

- It is specifically agreed upon that the land-owners shall not claim any right, title, interest over any other portion/room/flat excluding their allocated portion as mention in the land-owners' allocation of the proposed building at any time in future but the land-owners shall have right to use the common portion of the building as detailed below. The other portion of the building excluding the land-owners' allocation shall be regarded the exclusively allocated portion of the developers in the proposed building. The developer will arrange Completion Certificate of the building and hand-over the copy of the same to the land-owners and verification of original certificate.
- The sale proceeds of the developer's allocation and proportionate land interest with regard to the Developer's allocation will be considered as consideration money and will go against the cost of construction of the flats/apartments and also remuneration for preparation of plans, costs and fees for sanction of the same, other miscellaneous expenses incurred by the Developer.
- 14. The land-owners will not be liable for any Income Tax, wealth tax or any other taxes in respect of the Developer's allocation which shall be the liability of the developer who shall keep the land-owners indemnified against all actions, suits, proceedings, and expenses in respect thereof.
- 15. It is agreed that the Developer shall be entitled to receive and retain with them all the moneys from the persons and to appropriate the same in such manner as the Developer may deem fit. All the moneys which shall be received by the developer from such persons shall belong to the Developer and will be received by them on their own account. The land-owners will not at all be liable or responsible to any such persons so far as the said moneys are concerned either the refund thereof or for any misapplication or non-application thereof or part thereot. This

provisions shall be specifically brought to the notices of all such purchasers, lessee etc. in the agreement or terms of allotments entered into. Provided the developer will give possession to the land-owners at first and thereafter they can give possession to the intending purchasers.

- Nothing herein shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the said premises in favour of the Developer other than all exclusive license or right to the developer to do or restrain from doing acts and things in terms hereof and to deal with the Developer's allocation.
- The developer shall install in the said building at their own costs, pump operated deep tube-well, water storage tank, over head reservoir, electric wiring and installation and other facilities as are required for construction for sale of flats therein on ownership basis or as mutually agreed. It is agreed that the Developer shall install electric meter at their own cost in the name of the land-owners.
- 18. The developer shall be authorized in the name of the land-owners in so far as is necessary to apply for and obtain temporary and permanent connection of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the building.
- The land-owners agreed and covenant with the Developer not to cause any interference or hindrance in the construction of the said building on the said premises by the Developer and not to do any deed or thing whereby the Developer may be prevented from selling, assigning and or disposing of any of the Developer's portion in the building at the said premises provided the owners' allocation is delivered to the owners first.

ARTICLE - XIII - COMMON FACILITIES

- The developer shall pay and bear the property taxes and other dues and out goings in respect of the said building according to dues as and from the date of handing over vacant possession by the land-owners.
- 3. The name of the building shall be settled by the developer...
- There is no existing agreement in respect of the said premises and all other agreement if any, prior or sale the said premises and all other agreement if any, prior to this agreement have been cancelled and are being suppressed by this agreement and the land-owners jointly agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.
- 5. The land-owners undertake and agrees to execute and register all conveyance (if asked by the developer) and transfer in favour of the persons with whom the developer (the Stamp duty or Registration fees and all other expenses towards the registration will be borne by the developer) intending purchaser

ARTICLE - XIV - FORCE MAJURE

- The developer shall not be considered to be liable to any obligations
 hereunder to the extent that the performance the force and shall be
 suspended from the obligations during the duration of the force majure.
- 2 Force majure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike and/or other or further commission belong to the reasonable control of the developer.

ARTICLE - XV - ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration which will be governed by the Arbitration Act, 1940 or any statutory modifications there under in force.

SCHEDULE - 'A' OF THE PROPERTY

ALL THAT piece or parcel of land situated in the District of North 24Parganas, P.S. Dum Dum, Sub - Registration Office at Cossipore Dum Dum,
Municipal Holding No 123(New) & 81(Old), Bediapara Lane in Ward No.11 of
the South Dum Dum Municipality, Kolkata - 700 077, Area of land -Six(6)
Cottanas Eleven(11) Chhittacks and Forty-one(41) Sq.ft. be the same a little
more or less, otherwise Called and Known as Mouza - Sinthi Niz, J.L. No.11,
Touzi No.1298/2833, curved out by R.S. Dag Nos. 578 & 586 appertaining to
R.S. Khatian No.29, being butted and bounded as follows:-

ON THE NORTH | 20'-00" wide Municipal Road

ON THE SOUTH : Lot-'B' Property (Land Area 2 Cot. 30 Sq.ft. of

Sri Debdas Chakraborty)

ON THE EAST Land & Building of others

ON THE WEST 20'-00" wide Municipal Road

THE THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION OF FLAT

- BUILDING STRUCTURE: R.C.C. column, beam, Roof, pillar, Tie-beam as per structural design competent Authority, outside brick wall 5° or thickness, inside partition wall 5°/3° as per Engineer's direction.
- 2 FOUNDATION: RCC Pilling Foundation as per recommendation of engineer
- 3. FLOORING: All bed rooms, dining, kitchen, verandah & toilet will be finished with marble/vitrified tiles along with 4° skirting, and Stair case & landing will be finished with marble. Passage and entrance will be net cement finished. Roof-treatement will be made with stone-chips; sand and finished with net cement/tiles.
- DADO: The toilet dado up to 6" height with glaze titles.
- A) KITCHEN: One cooking black granite stone over the black stone platform installed at the kitchen and back wall would be 3* height white glaze tiles of above cooking platform to protect the oil spot. One Steel sink black-stone is also installed in the kitchen. (Plumbing line made by (Suprim Pipe) Bibcock will be made (ESS ESS/Paryware)
- 5 TOILET In the toilets white (Nycer/Hindware) commode/pan and sanitary fittings including wash basins will be installed. One Gizer Point will be in the toilet
- 6. WINDOW. All frame and palls of the windows would be made of aluminum with sliding window fitted Colour one way glass with with grille.
- VERANDAH/ BALCONY: Parapet wall up to 3'-0" height.

- B DOOR: All Door frames will be standard quality wood and pallah will be commercial Flush door. Doors of toilet will be made of P.V.C. Main door will be made by (Segun) wood with polish.
- WATER SUPPLY Water supply round the clock is assured.
- 10 PLUMBING All plumbing pipe line will be concealed.
- 11 <u>ELECTRIC</u>: Full concealed wiring. In each bed room three light point,
 One 5 Amp plug point and one fan point, in dining three light point
 one 15 amp plug point and one fan points. All electric ware made by
 Finolex/Havels.
 - Kitchen: One light point, one exhaust fan point, one 15 Amp. Plug point.
 - Toilet One light point, one exhaust fan point.

Calling Bell: One calling bell point at the main entrance, one tight point at the balcony.

- 12. PAINTING: Inside wall of the flat will be finished with paris.
- 13. STAIRCASE Marble Finish with lift Facilities available.
- Available greenery outside the building for beautification.

IN WITNESS WHEREOF, the parties to these presents hereto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED AND DELIVERED BY THE LAND-DWNERS AT KOLKATA IN THE PRESENCE OF THE FOLLOWING PERSONS:~

- 1.(0) Ashit chaserbaty.
 - (b) Amok Barrem character.
 - (0) Alon Berran chambale.

(0) Korali Chakscal sety. · Delabrata delyaborn 8 fo Del Les Chekralary 2.(8) 7[1754 6205] Co virplager pd. C02-75

2 Soma Chakraborty 63, Yidyanegan Rost Kul-94

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- (0) Jaba chaltersee
- (0) Wrichma Acharda

3. Delanjoh: chames.

As Constituted attenney of Oyan Baran Cle Kralohy

SIGNATURE OF THE LAND-OWNERS

ACulem John Launes ...

SIGNED AND DELIVERED BY THE DEVELOPER AT KOLKATA IN THE PRESENCE OF THE FOLLOWING PERSONS:-

GANPATA CONSTRUCTION

Laurer Partner

SIGNATURE OF THE DEVELOPER

Sildhalla Mha

2 Soma Chakraborty

MEMO OF CONSIDERATION

RECEIVED with thanks an amount of Rs.21,00,000=00 (Rupees Twnetyone Lacs) only from the GANPATI CONSTRUCTION, the developer of this agreement as per memo given in the presence of the following witness:-

By Cash on different dates

Rs.21,00,000=00

TOTAL

Rs.21,00,000=00

(Rupees Twenty-One Lacs Only)

SIGNED AND DELIVERED BY THE SRI BIJAN BARAN CHAKRABORTY AT KOLKATA in the presence of the following Witness:-

Alukenija. elemen:

(DHRUBAJYOTI CHAKRABORTY)

As Constituted Attorney of Sri Bijon Baran Chakraborty

Deleutotal a cheryales NH

2 Soma Chakrabarty

Prepared by me;

SIDDHARTHA MITRA

Alga:CourtiKolkala.

SPECIMEN FORM FOR TEN FINGERPRINTS

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Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number : I - 01338 of 2014 (Serial No. 01265 of 2014 and Query No. 1506L000001444 of 2014)

00/00/2014

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

--- to registration at 20 40 hrs. on 105/02/2014, at the Private residence, by Ashit Chakraborty,

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

Execution is admitted on 05/02/2014 by

- Dhruba Jyoti Chakraborty, son of Rabindra Nath Chakraborty, 180, Bedia Para Lane, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700077, By Caste Hindu, By Profession: Business
- 2 Ashit Chakraborty, son of Late Anil Baran Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana:-Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700077, By Caste Hindu, By Profession: Business
- 3 Amit Baran Chakraborty, son of Late Anil Baran Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana -Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin. -700877 By Caste Hindu, By Profession: Service
- 4 Alok Baran Chakraborty, son of Late Anil Baran Chakraborty, 63, Vidya Sagar Road, Kolkata, Thans-Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin -700077, By Caste Hindu, By Profession: Service
- 5 Karabi Chakraborty, daughter of Late Anil Baran Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana:-Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin 700077, By Caste Hindu, By Profession: House wife
- 6 Nilma Chakraborty, wife of Late Abinash Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana:-Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700077, By Caste Hindu, By Profession: House wife
- Asnox Chakrabony, son of Late Abinash Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana:-Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700077, By Caste Hindu, By Profession: Service
- Ashim Chakraborty, son of Late Abinash Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana:-Dum Dum, P.O.:-Bediapara, District:-North 24-Parganas, WEST BENGAL, India, Pin t-700077, By Caste Hindu, By Profession; Service
- 9 Jaba Chakraborty, daughter of Late Abinash Chakraborty, 63, Vidya Sagar Road, Kolkata, Thana: Dum Dum, P.O. Bediapara, District: North 24-Parganas, WEST BENGAL, India, Pin 700077 By Caste Hindu, By Profession: House wife

(Utpal Rumar Basu)

A. D. S. R. COSSIPORE DUMBUR

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Government Of West Bengal

Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number: 1 - 01338 of 2014 (Serial No. 01265 of 2014 and Query No. 1506L000001444 of 2014)

10 Krishna Acharya, daughter of Late Abinash Chakraborty , 63, Vidya Sagar Road, Kolkata, Thana:-Dum Dum P.O. Bediapara, District North 24-Parganas, WEST BENGAL, India, Pin :-700077, By Caste Profession House wife

Leat Construction, 784, Purba Sinthee Road, Kolkata, Thana:-Dum Dum, District:-North algunas WEST BENGAL, India, Pin :-700030. By Profession Business

12. Dhruba Jyoti Chakraborty

Partner, Ganpati Construction, Madhugarh, 784, Purba Sinthee Road, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700030. . By Profession : Business

Identified By Siddhartha Mitra, son of ..., High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

Decision Chakraborty, son of Rabindra Nath Chakraborty, 180, Bedia Para Lane, Kolkata, Dum District -North 24-Parganas, WEST BENGAL, India, Pin :-700077 By Caste Hindu at Procession, Business as the constituted attorney of Bijon Baran Chakraborty is admitted by him.

Siddhartha Mitra, son of High Court, Kolkata, District:-Kolkata, WEST BENGAL, B. Caste Hindu, By Profession: Advocate.

> (Utpal Kumar Basu) A. D. S. R. COSSIPORE DUMDUM

On 06/02/2014

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs -81,53,333/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impresive Rs. - 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 5050/- is paid , by the draft number 826369, Draft Date 31/01/2014, Bank : State Bank of India, SOUTH SINTHEE, received on 06/02/2014

> (Utpal Kumar Basu) A. D. S. R. COSSIPORE DUMDUM

> > (Utpal Kumar Basu) A. D. S. R. COSSIPORE DUMDUM

EndorsementPage 2 of 3.

2/02/2014 16:40:00



Government Of West Bengal Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number: 1 - 01338 of 2014 Serial No. 01265 of 2014 and Query No. 1506L000001444 of 2014)

2/02/2014

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

ssime under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, The number 4, 5(f), 53 of Indian Stamp Act 1899, also under section 5 of West Bengal Land notorms Act. 1955; Court fee stamp paid Rs. 10/enyment of Fees:

Amount By Cash

Rs. 23110,00/-, on 12/02/2014

(Under Article : B = 23089/- ,E = 21/- on 12/02/2014)

(Utpal Kumar Basu) A. D. S. R. COSSIPORE DUMDUM



Kumar Basu) A. D. S. R. COSSTPORE DUMDUM Endorsementtage 3 of 3

Canada Passtration under section 60 and Rule 69.

to 18 18 for the year 2014.



(Utpal Kumar Basu) 13-February-2014 A. D. S. R. COSSIPORE DUMDUM Office of the A.D.S.R. COSSIPORE DUMDUM West Bengal