

557/2018

भारतीय गेर न्यायिक भारत INDIA

ক. 500

पाँच सौ रुपये



FIVE HUNDRED
RUPEES

Rs. 500

INDIA NON JUDICIAL

পশ্চিমবাঞ্চা पश्चिम बंगाल WEST BENGAL



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25 JAN 2018

of Assertation in Follows

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made on this the 20th day of Japuary, Two Thousand Eighteen (2018) of the Christian Era;

BETWEEN

SRI ARINDAM CHAKRABARTI, son of Late Nirmalendu Chakrabarti, having P A N - ABSPC0688B, by Faith - Hindu, by Occupation - Service, by Nationality - Indian, 2. SMT. SHILA CHAKRABORTY, wife of Late Nirmalendu Chakrabarti, having P A N - ACHPC4746N, by Faith - Hindu, by Occupation - Household work, by Nationality - Indian, 3. SRI SAUMYENDU CHAKRABORTY, son of Late Bimalendu Chakraborty, having P A N - ACNPC5085A, by Faith - Hindu, by Occupation - Service, by Nationality - Indian, 4. SRI ANGSHUMAN CHAKRABARTI, son of Late Bimalendu Chakrabarti, having P A N - ADOPC4383K, by Faith - Hindu, by Occupation - Service,

700055

112940

| Sl. No | Sold to | and a series | | |
|--------|---------|--------------|-------|---------|
| Sl. No | Address | Witech | Cross | Company |

A. K. Maity

Licensed Stamp Vendor 10, Old Post Office Street Kolkata - 700001

Rs. 500/- (Rupees Five Hundred) only

Issue Date:....

19 JAN 2018

Sellin Jang 13.



Anjon chowdhury

Ho: Lote Teyenolog lal Chowdhury

12, Dum Dum Park

Kolkota-700055

OF ASSURANCESAV, POLKATA 2 0 JAN 2018

ADDITIONAL REGISTRAR

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

GRN:

19-201718-015819742-1

Payment Mode

Online Payment

GRN Date: 20/01/2018 11:17:20

Bank:

HDFC Bank

BRN:

443183946

BRN Date: 20/01/2018 11:18:51

DEPOSITOR'S DETAILS

ld No.: 19041000021325/7/2018

(Query No./Query Year)

Name:

Hitech Construction Company

Contact No. :

25909295

Mobile No. :

+91 9874566446

E-mail:

hitech.cons@yahoo.com

Address:

556 Dum Dum Park Tarik No3 Kolkata 700055

Applicant Name:

Mr RATNADIP MUKHERJEE

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 7

PAYMENT DETAILS

| - | SI. No. | Identification No. | Head of A/C Description | Head of A/C | Amount[₹] |
|---|------------|-----------------------|--|--------------------|------------|
| | 1 | 19041000021325/7/2018 | Property Registration- Stamp duty | 0020-02-103-003-02 | 39521 / |
| ~ | 2 | 19041000021325/7/2018 | Property Registration-Registration Fees | 0020-03-104-001-16 | 10406 |

In Words:

Rupees Forty Nine Thousand Nine Hundred Twenty Seven only

49927





Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata Signature / LTI Sheet of Query No/Year 19041000021325/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with |
|-----------|--|-----------|-------|--------------|-----------------------------------|
| 1 | Mr ARINDAM CHAKRABORTY 557, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Aridam Chakman 20/1/2018 |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 2 | Smt SHILA CHAKRABORTY 557, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Shi 12 Chalcrodunty 20.1. 2018 |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 3 | Mr SAUMYENDU CHAKRABORTY 557, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District -North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Burry Workship |



I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with |
|-----------|---|-----------|-------|--------------|-----------------------------|
| 4 | Mr ANGSHUMAN CHAKRABORTY 557, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Angetimen Bekeller |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with |
| 5 | Smt MIRA CHAKRABORTY 557, DUMDUM PARK, P.O BANGUR AVENUE, P.S Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Missachaksabe 20-1-2018. |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 6 | Mr RABIN GANGULY 530, DUMDUM PARK, P.O.: BANGUR AVENUE, P.S.: Lake Town, District: North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Seling by 3. |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with |
| 7 | Smt MOUSUMI GANGULY 530, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | Houmi Cargaly 20-01-2018 |



I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI Io. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|-----------|---|--|-------|--------------|-----------------------------|
| 8 | Smt JAYANTI CHAKRABORTY 557, DUMDUM PARK, P.O BANGURE AVENUE, P.S Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Land Lord | | | BIOT-10-06 guding |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 9 | Mr RABIN GANGULY 530, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055 | Represent ative of Developer [HITECH CONSTR UCTION COMPAN Y] | | | Jellingery 3. |
| SI | | Category | Photo | Finger Print | Signature with date |
| 310 | GANGULY 530, DUMDUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, | Represent ative of Developer [HITECH CONSTR UCTION COMPAN Y J | | | Horsoni Ggalf 20-01-2018 |

ADDITIONAL RESIDENAR OF ASSUBBILL SHY, KYLKINA

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| Si Vo. | Name and Address of identifier | Identifier of | Signature with date |
|---|--------------------------------|---|---------------------|
| Mr ANJAN CHOWDHURY Son of Late TEJENDRA LAL CHOWDHURY DUMDUM PARK, P.O BANGUR AVENUE, P.S Lake Town, District North 24-Parganas, West Bengal, India, PIN - 700055 | | Mr ARINDAM CHAKRABORTY, Smt SHILA CHAKRABORTY, Mr SAUMYENDU CHAKRABORTY, Mr ANGSHUMAN CHAKRABORTY, Smt MIRA CHAKRABORTY, Mr RABIN GANGULY, Smt MOUSUMI GANGULY, Smt JAYANTI CHAKRABORTY, Mr RABIN GANGULY, Smt MOUSUMI GANGULY | Anjon-Chanshus |

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR

OF ASSURANCE

OFFICE OF THE A.R.A.
IV KOLKATA

Kolkata, West Bengal



ADDITIONAL REGIT / FAR OF ASSURANCE VIV. MOLKATA

by Nationality – Indian, **5.** <u>SMT. MIRA CHAKRABORTY</u>, wife of Late Bimalendu Chakraborty, having P A N – AOFPC4471C, by Faith – Hindu, by Occupation – Household work, by Nationality – Indian and all resident of Plot No.557, Dum Dum Park, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055 in the District of North 24-Parganas, **6.** <u>SRI RABIN GANGULY</u>, son of Late Sudhir Kumar Ganguly, having P A N – ADTPG7283K and **7.** <u>SMT. MOUSUMI GANGULY</u>, wife of Sri Rabin Ganguly, having P A N – ADNPG3770B, both 6 and 7 are by Faith – Hindu, both by Nationality – Indian, both by Occupation – Carrying on Business as Co-Partners of "Hitech Construction Company", having residence-cum-Office at Plot No.530, Dum Dum Park, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055 in the District of North 24-Parganas and hereinafter collectively referred to and called as the "LANDOWNERS" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all their respective legal heirs, executors, representatives, administrators and / or assigns) of the <u>FIRST PART</u>;

- AND-

SMT. JAYANTI CHAKRABORTY, daughter of Late Nibaran Chakraborty, having P A N – BROPC8817K, by Faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at Plot No.557, Dum Dum Park, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055 in the District of North 24-Parganas and herein after referred to and called as the "CONFIRMING PARTY" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all her legal heirs, executors, representatives, administrators and / or assigns) of the SECOND PART;

- AND -

HITECH CONSTRUCTION COMPANY, P A N – AAFFH6644E, a Partnership Firm of Promoters, Developer, Contractors and Engineers, having its registered Office at Plot No.556, Dum Dum Park, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055 in the District of North 24-Parganas and represented by its Partners namely, 1. Sri Rabin Ganguly, son of Late Sudhir Kumar Ganguly, having P A N – ADTPG7283K and 2. Smt. Mousumi Ganguly, wife of Sri Rabin Ganguly, having P A N – ADNPG3770B, both by Faith – Hindu, both by Occupation – Business, both by Nationality – Indian and both residing at Plot No.530, Dum Dum Park, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055



in the District of North 24-Parganas and hereinafter referred to and called as the
"DEVELOPER" (which term or expression shall unless otherwise excluded
by or repugnant to the context or subject be deemed to mean and include all its
successor or successors-in-Interest, executors, administrators, representatives
and / or assigns) of the THIRD PART.

WHEREAS:

- a) By or under an Agreement dated 21st December, 1951 made between the Government of West Bengal and the Krishnapur Refugee Co-Operative Colony Limited (a registered Co-operative Society having Registration No.69 of 1949, 24-Parganas) and hereinafter referred to as the 'said Society', all that piece and parcel of 85.33 Acres of Bastu land comprised in C. S. Dag Nos.2323, 2324, 2326, 2327, 2330-33, 2343-73, 2376-93, 2395-2404, 2413-17, 2425-32, 2440, 2442-91 and 2555-58 lying under Mouza Krishnapur (presently, Shyamnagar), J. L. No.17, R. S. No.180 under Police Station Rajarhat (presently, Lake Town) in the District of 24-Parganas (presently, North 24-Parganas) had been allotted by the Government of West Bengal unto and in favour of the said Society.
- b) The said Krishnapur Refugee Co-Operative Colony Limited upon acquiring the aforesaid 85.33 Acres of land area in the manner stated herein before, made out a Scheme for development of the same by splitting it into several residential Plots with an object of rehabilitation of the Refugees from the then East Pakistan by allotment and distribution of the said split out Plot of lands amongst the members of the Society who have no other homestead land elsewhere in India.
- West Bengal vide execution and registration of an Indenture of Conveyance dated the 27th November, 1975, duly transferred and conveyed the aforesaid residential Plots of land ad-measuring total area of 85.33 Acres be the same a little more or less unto and in favour of the said Krishnapur Refugee Co-operative Colony Limited empowering and authorizing thereby the said Society to fulfill the object of rehabilitation of its members, being the refugees of the then East Pakistan, by lawful allotment and distribution of the said Plots of land on Ownership basis in favour of the members of the said Society. The said Deed of Indenture was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 27th November, 1975 and recorded there in Book No. I, Volume No.175, Pages 193 to 200, Being No.9811 for the Year 1975 of the said Office.



ADDITIONAL REGISTIONAL OF ASSURANCE AND AVERAGE AND ASSURANCE AND ADDITIONAL PROPERTY.

- said Krishnapur Refugee Co-operative Colony Limited in d) continuation of its process to allot and distribute the residential Plots of land to its members, by executing a registered Deed of Conveyance (Bengali Saf-Bikray Kobola) dated 17th February, 1976, against receipt of valuable consideration duly sold, conveyed, transferred, assigned and assured unto and in favour of Smt. Usha Rani Chakraborty, wife of Sri Nibaran Chandra Chakraborty as Purchaser thereof all that piece and parcel of revenue paying Bastu land ad-measuring an area of 6 (Six) Kattahs be the same a little more or less and lying and situate at Being Scheme Plot No.557, Dum Dum Park, Police Station - Lake Town, Kolkata - 700 055 appertaining to Mouza - Shyamnagar, J. L. No.17 (now 32 / 20), R. S. No.180 comprised in C. S. Dag Nos.2447 and 2448 within the Municipal limit of Ward No.28 under the South Dum Dum Municipality, Additional District Sub-Registration Office at Bidhannagar, Salt Lake City in the District of North 24-Parganas and hereinafter referred to as the 'said Premises' and more particularly described in the First Schedule written hereinafter. The said Deed of Conveyance (Bengali Saf-Bikray Kobola) was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 17th February, 1976 and recorded there in Book No. I, Volume No.34, Pages - 81 to 85, Being No.1403 for the Year 1976 of the said Office.
 - Chakraborty, upon acquiring the absolute lawful right, bonafide interest, marketable title and peaceful physical possession in respect of the herein above stated all that 6 (Six) Kattahs of revenue paying Bastu land in the manner stated hereinbefore, duly mutated her name in the Assessment Register of the South Dum Dum Municipality wherein the said Premises had been recorded as Municipal Holding No.898 within the limit of Ward No.28 under the South Dum Dum Municipality and since thereafter, by raising the construction of a Brick built 2 (Two) Storeyed residential building, the said Smt. Usha Rani Chakraborty as an absolute lawful Owner seized and possessed of the said Premises together with the building standing thereon free from all encumbrances, to the exclusion of all other on Payment of requisite Municipal rates and taxes there for.
 - f) The said Smt. Usha Rani Chakraborty, wife of Sri Nibaran Chandra Chakraborty, in course of her such absolute lawful occupation and enjoyment of the said Premises together with Brick built 2 (Two) Storeyed residential building



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standing thereon, died on 08th August, 1991 after publishing her registered Last Will and Testament dated 04th March, 1984 (Being No.5 of Book No. III for the Year 1984 of the Office of the Sub-Registrar at Bidhannagar, Salt Lake City) and registered Codisil dated 25th March, 1984 (Being No.6 of Book No. III for the Year 1984 of the Office of the Sub-Registrar at Bidhannagar, Salt Lake City) and Second registered Codisil dated 18th February, 1988 (Being No.4 of Book No. III for the Year 1988 of the Office of the Sub-Registrar at Bidhannagar, Salt Lake City) bequeathing and distributing thereby all her immovable Estate being entirety of the said Premises including the Brick built 2 (Two) Storeyed residential building and lying and situate at Plot No.557, Dum Dum Park (Municipal Holding 898), Police Station - Lake Town, Kolkata - 700 055 unto and in favour of her 3 (Three) Sons namely, Sri Nirmalendu Chakraborty, Sri Bimalendu Chakraborty and Sri Amalendu Chakraborty and in their absence and / or demise to their respective legal heirs and heiresses as Legatees thereof with reservation of "Life Interest" on a part or portion of the Ground Floor area of the building for the un-married Youngest Daughter namely, Smt. Jayanti Chakraborty.

- That after demise of the said Usha Rani Chakraborty on 08th August, 1991, the Executors named in the herein above stated registered Last Will and Testament dated 04th March, 1984 executed by Late Usha Rani Chakraborty, filed an application for Grant of Probate of the said Last Will and Testament and the Codicils made there under before the Court of the Learned District Judge, North 24-Parganas at Barasat wherein the said application was registered as Misc. Case No.217 of 1992 (Probate). On completion of the hearing of the said application, the Court of the Learned District Judge, North 24-Parganas at Barasat, was pleased to pass an Order in the said Misc. Case No.217 of 1992 (Probate) granting the Probate on 25th January, 1995, in faovur of the Executors in respect of the said Last Will and Testament and the Codicils of Late Usha Rani Chakraborty empowering and authorizing thereby the named Executors to implement the allotment and distribution of the Properties in terms of the direction so made by Late Usha Rani Chakraborty in the said Last Will and Testament and Codicils in favour of the Legatees and beneficiary named there under.
- h) That by virtue of the Grant of Probate of the Learned Court of the District Judge, North 24-Parganas at Barasat as well as after having allotment and distribution of peaceful physical possession of the respective undivided share

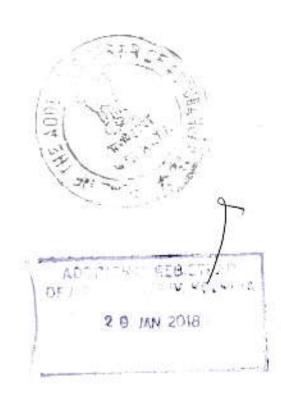


ADDITIONAL REGISTRAR
OF ASSURABORERY, KOLKATA

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and interest in respect of the said Premises together with the old Brick built 2 (Two) Storeyed residential building standing thereon, the said 3 (Three) Sons of Late Usha Rani Chakraborty namely, Sri Nirmalendu Chakraborty, Sri Bimalendu Chakraborty and Sri Amalendu Chakraborti as Legatees and the unmarried Youngest Daughter namely, Smt. Jayanti Chakraborty as Beneficiary (Life Interest Holder) thereto while in collective lawful possession, occupation and enjoyment thereof free from all encumbrances to the exclusion of all other, the Second Son of the said Late Usha Rani Chakraborty namely, Sri Bimalendu Chakraborty died intestate on 17th April, 1998 leaving him surviving 2 (Two) Sons namely, Sri Soumyendu Chakraborty and Sri Angshuman Chakrabarti and the Wife namely, Smt. Mira Chakraborty as the only successors to inherit equally all that undivided share and interest of the said Late Bimalendu Chakraborty in respect of the said Premises together with old Brick built 2 (Two) Storeyed building standing thereon in terms of the Last Will and Testament and Codicils of Late Usha Rani Chakraborty.

- namely, Sri Nirmalendu Chakraborty thereafter, also died intestate on the 13th January, 2006 leaving him surviving the only Son / Child namely, Sri Arindam Chakrabarti and the Wife namely, Smt. Shila Chakraborty as the only successors to inherit equally all that undivided share and interest of the said Late Nirmalendu Chakraborty in respect of the said Premises together with old Brick built 2 (Two) Storeyed building standing thereon in terms of the Last Will and Testament and Codicils of Late Usha Rani Chakraborty.
- j) Thus in the aforesaid manner, the respective successors of the deceased 2 (Two) Sons of Late Usha Rani Chakraborty namely, 1. Sri Arindam Chakrabarti, son of Late Nirmalendu Chakraborty, 2. Smt. Shila Chakraborty, wife of Late Nirmalendu Chakraborty, 3. Sri Soumyendu Chakraborty, son of Late Bimalendu Chakraborty, 4. Sri Angshuman Chakrabarti, son of Late Bimalendu Chakraborty and 5. Smt. Mira Chakraborty, wife of Late Bimalendu Chakraborty, along with the Third Son of the said Late Usha Rani Chakraborty namely, Sri Amalendu Chakrabarti became the collective lawful Owners of the said Premises containing an area of 6 (Six) Kattahs of land together with old Brick built 2 (Two) Storeyed residential building standing thereon and situate at Plot No.557, Dum Dum Park (Municipal Holding No.898), Police Station Lake Town, Kolkata 700 055 and duly mutated their respective names in the Assessment Register of the South Dum Dum



Municipality as collective lawful Owners of the said Premises on Payment of requisite Municipal rates, taxes and other statutory charges there for and seized and possessed of the said Premises free from all encumbrances to the exclusion of all other.

That in course of such collective lawful occupation and enjoyment of the k) said Premises by all the Owner name herein above, the Third Son of Late Usha Rani Chakraborty namely, Sri Amalendu Chakrabarti with the confirmation and endorsement of the other Co-Owners of the said Premises, by executing a registered Deed of Conveyance dated 19th day of January, 2018, duly sold, conveyed and transferred all his undivided 14.07% Share and interest in respect of the said Premises which is equivalent to land area of 13 (Thirteen) Chittacks and 21 (Twenty-One) Square feet together with Constructed area of 256 Square feet approximately, being a part or portion of the Ground Floor area of the 40 years old Brick built 2 (Two) Storeyed building standing thereon unto and in favour of Sri Rabin Ganguly, son of Late Sudhir Kumar Ganguly and Smt. Mousumi Ganguly, wife of Sri Rabin Ganguly as bonafide Joint Purchasers thereof against receipt of Payment of the Valuable Consideration mentioned there in. The said Deed of Conveyance was registered with Office of the Additional Registrar of Assurance - IV, Kolkata on the said 19th January, 2018 and recorded there in Book No. I, Being No. 00596 - for the Year 2018 of the said Office.

Makes

Chakrabroty, 2. Smt. Shila Chakraborty, wife of Late Nirmalendu Chakraborty, 3. Sri Soumyendu Chakraborty, son of Late Bimalendu Chakraborty, 4. Sri Angshuman Chakrabarti, son of Late Bimalendu Chakraborty and 5. Smt. Mira Chakraborty, wife of Late Bimalendu Chakraborty, being the Landowners Nos. 1 and 5 hereof and Sri Rabin Ganuguly, son of Late Sudhir Kumar Ganguly and Smt. Mousumi Ganguly, wife of Sri Rabin Ganguly being Landowners No.6 and 7 hereof in the manner stated herein before thus became the collective lawful Owners of the herein above stated all that piece and parcel of 6 (Six) Kattahs of revenue Paying Bastu land together with 40 (Forty) Years old Brick built 2 (Two) Storeyed residential building having the total Constructed area of 1630 Square feet approximately standing thereon and situate at being entirety of Plot No.557, Dum Dum Park, Police Station – Lake Town, Kolkata – 700 055 within the Municipal limit of Ward No.28 under the South Dum Dum Municipality in the District of North



Page - 8.

24-Parganas and herein after referred to as the "said Premises" and more particularly mentioned in the First Schedule written herein after and seized and possessed of the same free from all encumbrances to the exclusion of all other upon mutating their respective names in the Assessment Register of the South Dum Dum Municipality as collective lawful Owners of the said Premises on Payment of requisite Municipal rates, taxes and other statutory charges there for till date.

- m) The Landowners No.1 to 7 hereof in course of their such collective lawful occupation and enjoyment of their said Premises, felt and realized that, it would be beneficial for the common interest of all of them to develop the said Premises by constructing thereupon a Multi-Storeyed Building in accordance with the sanctioned Building Plan of the Municipal Authority and accordingly, further decided to engage a competent Developer to conduct such development work on the said Premises of the Landowners.
- That the Party of the Second Part hereof being the Confirming Party n) hereto namely, Smt. Jayanti Chakraborty, unmarried youngest daughter of Late Usha Rani Chakraborty by virtue of the directives of the Last Will and Testament and Codicils of Late Usha Rani Chakraborty, is a beneficiary (life interest holder) in respect of part or portion of the Ground Floor area of the existing 40 (Forty) years old Brick built 2 (Two) Storeyed Building standing on the said Premises of the Landowners No. 1 to 7 hereof, also felt and realized that, considering the present dilapidated condition of the said existing 40 (Forty) years old Brick built Building it is also necessary to rebuild the same upon demolishing the existing old building by way of development of the said Premises through a Competent Developer and having thus realized, by executing the present Agreement for Development duly confirmed and endorsed her full consent and 'No Objection' in respect of proposed development of the said Premises upon relinquishing all her life interest in respect of the part or portion of the Ground Floor area of the existing old building in favour of the Parties of the First Part hereto as Landowners of the said Premises.
 - experienced Promoter and Builder engaged in the field of building promotion and construction, having came to know the aforesaid intention of the Landowners and the Confirming Party as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the Marketable Title, bonafide interest and peaceful physical possession of the said Premises of the Landowners and having been fully

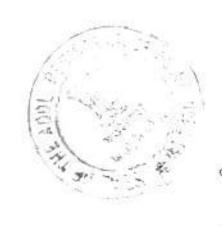


satisfied in all respect regarding the collective lawful right, bonafide interest, peaceful possession and marketable title of the Landowners in respect of the said Premises, with specific undertaking of not to raise any question in future on any ground with regard thereto, made an approach to the Landowners hereto for allowing the Developer hereof to undertake such proposed development work by constructing there upon the Multi-Storeyed building on the said Premises of the Landowners exclusively at the costs, arrangements and expenses of the Developer upon regularization of all requisite formalities pertaining to the proposed development work of the said Premises of the Landowners.

p) The Landowners No. 1 and 7 hereof having thus approached by the Developer hereto in the manner stated herein before as well as with due confirmation of the Confirming Party hereof decided to allow the Party of the Third Part hereof as Developer for proposed development work and accordingly, by executing the present Agreement for Development as well as by executing a registered Development Power of Attorney agreed to authorise, engage, empower and permit the Party of the Third Part hereof as Developer to proceed with the proposed development work by constructing a Multi-Storeyed building on the said Premises of the Landowners in accordance with the Building Plan cause to be sanctioned in the name of the Landowners by the authorities of the South Dum Dum Municipality at the costs and expenses of the Developer on the mutually agreed terms and conditions so arrived at between the Parties hereof and stipulated herein after.

NOW, THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:

- That the present Agreement for Development shall deemed to have been commenced on and with effect from the date of execution of the Agreement i.e. the 20th day of January, 2018 and shall continued to be in subsistence for 30 (Thirty) months from the date of handing over of vacant physical possession of the said Premises by the Landowners to the Developer hereof.
- In these present unless there is anything repugnant to or inconsistent with :
- 2.1. <u>The Landowners</u> shall mean the said 1. <u>Sri Arindam Chakrabarti</u>, son of Late Nirmalendu Chakrabarti, 2. <u>Smt. Shila Chakraborty</u>, wife of Late Nirmalendu Chakrabarti, 3. <u>Sri Saumyendu Chakraborty</u>, son of Late Bimalendu Chakraborty,



ADDITIONAL REGISTRAR OF ASSURANCES IV, KOLSKIA

- 4. <u>Sri Angshuman Chakrabarti</u>, son of Late Bimalendu Chakrabarti, 5. <u>Smt. Mira Chakraborty</u>, wife of Late Bimalendu Chakraborty, 6. <u>Sri Rabin Ganguly</u>, son of Late Sudhir Kumar Ganguly and 7. <u>Smt. Mousumi Ganguly</u>, wife of Sri Rabin Ganguly and further mean and include all their respective legal heirs, executors, representatives, administrators and/or assigns as the case may be.
- 2.2. The Developer shall mean the said Hitch Construction Company, a Partnership Firm of Promoters, Developer, Contractors and Engineers and represented by its Partners namely, I. Sri Rabin Ganguly, son of Late Sudhir Kumar Ganguly, and 2. Smt. Mousumi Ganguly, wife of Sri Rabin Ganguly and having its registered Office at Plot No.556, Dum Dum Park, Police Station Lake Town, Kolkata 700 055 and further include all its successor or successors-in-interest, executors and administrators as the case may be. It is categorically agreed that, the Developer hereof shall not be entitled to transfer and/or assign the benefit of the present Agreement for Development to any other Third party, firm or body corporate in any manner whatsoever without prior written consent of the Landowners.
- 2.3. The <u>Said Premises</u> shall mean all that piece and parcel of revenue paying Bastu Land ad-measuring an area of 6 (Six) Kattahs be the same a little more or less together with 40 Years old Brick built 2 (Two) Storeyed Building having the total Constructed area of 1630 Square feet approximately standing thereon and lying and situate at being entirety of Plot No.557, Dum Dum Park, Police Station Lake Town, Kolkata 700 055 within the Municipal limit of Ward No.28 under the South Dum Dum Municipality in the District of North 24-Paraganas and more particularly described in the First Schedule written herein after.
- 2.4. The <u>Building</u> shall mean all that self-contained fully finished G + 4 Storeyed building comprising of multiple self-contained residential Flats, Car Parking Spaces and other constructed Units and to be constructed by the Developer exclusively at its own costs, arrangements and expenses in accordance with the sanctioned Building Plan of the South Dum Dum Municipality caused to be sanctioned in the name of the Landowners.
- 2.5. The <u>Landowners' Allocation</u> shall mean free of cost allocation of all that 50 % (Fifty Percent) Share of the total constructed area of the newly built G + 4 Storeyed Building and to be provided by the Developer to the Landowners No. 1 and 7 hereof by allotment of several self-contained residential Flats,



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Car Parking Spaces and Cash Consideration amount along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of **Landowners' Allocation** and more particularly described in the Second Schedule, Part – I written herein after.

- 2.6. The <u>Developer's Allocation</u> shall mean the remaining <u>50% (Fifty) Percent</u> <u>Share</u> of the total constructed area of the proposed G + 4 Storeyed building spreading over on all the Floor area of the Building together with undivided, proportionate and impartable share of land attributable thereto of the said Premises along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of <u>Developer's Allocation</u> and more particularly described in the Second Schedule, Part II written herein after.
- 2.7 <u>The Common Areas</u> shall mean such portions and/or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Landowners hereof and more particularly described in the Fourth Schedule written hereinafter.
- 2.8 The Common Expenses shall mean the expenses so to be borne by the Landowners hereof along with other Co-owners of the building for preservation, maintenance and operation of all common services, facilities, amenities and areas attached to the land and building and more particularly described in the Fifth Schedule written hereinafter.
- 2.9 The Covered Area shall mean the built-up area measuring at floor level of any Flat/Unit taking the external dimension of the Flat/Unit including the built-up area of Balconies/Verandahs thereto excepting the walls separating one Unit from other of which 50% only to be added.
- 2.10 <u>The Super Built-up Area</u> shall mean the covered area of the Flat/ Unit as above plus proportionate share of Landing, Lobby, Corridor, Staircase, Lift and Lift Shaft plus 25% (Twenty Five percent) thereof.
- 2.11. The <u>Present Agreement</u> shall deemed to have been commenced with immediate effect i. e. from the date of execution of the present Agreement. The present Agreement shall not be construed as a Partnership between the Landowners and the Developer nor the same will be treated as an Agreement for Sale of the



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said Premises or any part or portion thereof between the Parties hereto save and except constructive permission by the Landowners to the Developer for proceeding with the development work on the said Premises of the Landowners by constructing there upon a G+4 Storeyed building in accordance with the sanctioned building Plan of the South Dum Dum Municipality on observance of the terms and conditions so agreed to between the Parties hereof and appearing hereinafter.

The Landowners represent and declare as follows:

- a) That the Landowners hereof jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said amalgamated Premises as Joint lawful Owners thereof.
- b) That the said Premises is free from all encumbrances and the Landowners have had good, valid and lawful marketable title till date in all respect relating to the said Premises.
- e) That the said Premises of the Landowners are also free from all kind of charges, claims, liens, lispendens, attachment, trust, acquisition and requisition of any nature whatsoever.
- d) That there is no excess vacant land at the said Premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, Furthermore, the said Premises is not the subject matter of any notice of attachment under the Public Demands Recovery Act.
- e) That there is no bar legal or otherwise for the Landowners to obtain the necessary consent and permission that may be required under the law of the land in dealing with the said Premises in any manner whatsoever.
- f) That the Landowners as lawful Owner of the said Premises have had full right and authority to sign and execute the present Agreement for development with the Developer hereof.
- g) That the Landowners had not been granted and/or agreed, committed or contracted or even entered into any Agreement for Sale, Agreement for Development or lease of the said Premises or any part or portion thereof with any person or persons other than the Developer hereof and the Landowners



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till date neither created any mortgage, charge nor attach the said Premises with other encumbrances in any manner whatsoever.

- h) That the Landowners have not yet done any act, deed, matter or thing whereby or by reason whereof the development of the said Premises by the Developer hereto may be prevented or affected in any manner whatsoever.
- i) That there are no law Suit and/or legal proceedings pending at present before any legal forum of the land either in the name of the Landowners or in respect of their said Premises or any part or portion thereof. Furthermore, no part or portion of the said Premises of the Landowners are affected and/or attached by any Judgment, Decree or Order passed by any Court of Law.
- j) That no part or portion of the said Premises is at present affected by any notice of requisition and/or acquisition of any Statutory Authority and till date no notice or intimation of any such proceedings had been served upon the Landowners.

4. The Landowners and the Developer doth hereby declare and covenant as follows:-

- a) That in lieu of the consideration so mentioned in the Second Schedule, Part I written hereinafter, the Landowners hereby grant terminable permissive right and authority to the Developer to conduct the development work in respect of the said Premises of the Landowners by constructing thereon a G + 4 Storeyed building in accordance with the sanctioned Building Plan of the South Dum Dum Municipality upon regularization of all related matter in respect of the said Premises at the costs and expenses of the Developer. Upon obtaining the sanction of Building Plan, the construction work of the G + 4 Storeyed building shall necessarily to be completed in all respect within the specified time period of 30 (Thirty) months from the date of handing over of physical vacant possession of the said Premises by the Landowners.
 - b) That all application, building plan/s and other papers and documents that may be required by the Developer for the purpose of obtaining the sanction of the building plan/s shall be prepared by the Developer on behalf of the Landowners at the Developer's own costs and expenses. However, all such plan/application are to be signed by the Landowners as and when so called upon by the Developer.



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- e) It is made clear that, the Developer hereof immediately after execution of the present Agreement for Development, at its own costs and arrangements shall take all necessary step to obtain the sanction of requisite Building Plan from the authorities of the South Dum Dum Municipality upon fulfilling all relevant building rules and regulations.
- That the Developer hereof upon obtaining the sanction of requisite d) Building Plan from the authorities of the South Dum Dum Municipality, shall serve written Notice to the Landowners with Photo copy of the said sanctioned Building Plan requiring them, to deliver the constructive possession of their said Premises to the Developer for starting the construction work of the proposed G + 4 Storeyed building thereon subject to arrangement of alternative accommodation for the Landowner and the Confirming Party in the nearby locality exclusively at the costs and arrangements of the Developer for the entire period of construction work of the proposed G + 4 Storeyed building or till the date of handing over of peaceful physical possession of Landowners' Allocation in decent habitable condition to the Landowners are being made by the Developer. It is also agreed that, effective from the date of handing over of such constructive possession of the said Premises by the Landowners to the Developer, all Municipal rates, rents and taxes as also other outgoings in respect of the said Premises till such time the possession of the Landowners' Allocation are being handed over, shall be borne and paid by the Developer. All outgoing on and from the date of delivery of possession of Landowners' Allocation shall be the liability of the Landowners and to be payable by the Landowners.
- e) That the Developer shall be authorised in the name of the Landowners so far as necessary, to apply for having temporary and permanent connections of drainage, sewerage, electricity, water supply and / or other utilities that may be required for the construction and completion of the proposed G + 4 Storeyed building including due occupation and enjoyment of the same for decent human habitation.
- f) That the Landowners and the Developer shall be exclusively entitled to hold, possess, occupy and enjoy their respective allocation in the newly constructed building with further right of transfer and / or to deal with or dispose of the same without any claim, demand, right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.



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- g) That on completion of the entire construction work of the proposed G + 4 Storeyed building inasmuch as upon satisfactory handing over of peaceful physical vacant possession of Landowners' Allocation in decent habitable condition to the Landowners hereof at the first instance, the Developer hereto will be at liberty to deliver the possession and / or to dispose of the Developer's Allocation of the newly constructed building in favour of the prospective buyer/s at such Consideration or Price that the Developer may think fit and proper to which the Landowners have nothing to say.
- 5. That the Landowners hereof in connection with the present Agreement for Development as well as for all other related acts, deeds and things, sign and execute a registered Development Power of Attorney unto and in favour of the Developer hereto empowering there under to do and perform all such acts, deeds and things that are required to be done for developing the said Premises by completing the construction work of the G + 4 Storeyed building and also to sale the flats, units and other constructed spaces of the building fallen under Developer's Allocation including delivery of possession thereof in favour of the prospective Purchaser/s.

Dealings of Space of the Building :

- a) The Developer shall on completion of the construction work of the G + 4 Storeyed Building as well as upon obtaining the requisite Building Completion/ Occupancy Certificate from the Municipal Authority put the Landowners first in undisputed possession of the Landowners' Allocation <u>TOGETHER WITH</u> right and interest on all common areas, facilities, provisions and amenities attached to and available with the land and building and such common right and interest are to be enjoyed collectively by the Landowners with the other Co-Owners of Flat / Unit or Space of the building.
- b) The Landowners hereof after having delivery of Possession of Landowners' Allocation from the Developer in terms of the present Agreement, will be entitled to hold, possess, own, use, occupy, enjoy, transfer or otherwise to deal with the Landowners' Allocation according to their absolute discretion.
- c) The Developer hereof subject to observance and fulfillment of all the terms and conditions of the present Agreement, shall be entitled to the Developer's Allocation of the newly constructed G + 4 Storeyed building with every other right



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transfer or otherwise deal with or dispose of the same according to its sole discretion without any right, claim or interest therein of whatsoever nature of the Landowners and the Landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7. Consideration:

- The Developer being the Party of the Other Part hereof shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats of the building complex under construction together with proportionate share of land attributable thereto excluding and excepting the Floor/Flat and/or Unit provided for Landowners' Allocation, with any prospective Purchaser/s at such Consideration and on such terms and conditions that the Developer shall think fit and proper. The Landowners hereof however, without raising any objection, at the request of the Developer if so required, shall execute and register the necessary Deed of Conveyance/s unto and in favour of the Purchaser or Purchasers towards sale of flats and/or units and spaces of the building as and when so called for by the Developer PROVIDED HOWEVER that, the Landowners as Vendors in all such Deed of Conveyance/s shall not claim or be entitled to claim any amount towards the value of constructed area or towards the consideration value of proportionate area of land of the said Premises as the consideration amount relating thereto have agreed to be paid by the Developer hereof to the Landowners through the free of cost allocation of all that Landowners' Allocation together with Payment of Non-Refundable Cash Consideration amount so particularly mentioned in the Second Schedule, Part - I written hereinafter.
- b) It is categorically agreed to and declared by the Landowners hereof that, as the entire cost of construction of the proposed G + 4 Storeyed building and other miscellaneous expenses relating thereto are to be borne by the Developer exclusively without any investment on the part of the Landowners for that very reason, the Consideration money receivable towards sale/transfer of flat/s, units and/or spaces of Developer's Allocation in the newly constructed building including earnest money or booking amount there for shall be received and appropriated exclusively by the Developer and the Landowners hereof will have no claim or even right to claim on any part or portion thereof including that of Payment of any Tax liability there for which is to be borne and payable only by the Developer for all time to come hereafter.



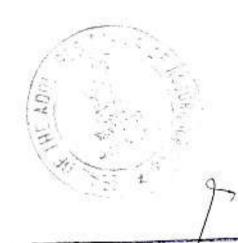
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Building and other related matters :-

- 8.1. The Developer shall at the Developer's own cost and risk make the construction and complete the G + 4 Storeyed building at the said Premises of the Landowners in accordance with the sanctioned building plan with such Standard (1.S.I. branded) Building materials and with such specifications so particularly mentioned in the Third Schedule hereunder written and that may be recommended by the Qualified Architect/Engineer duly engaged by the Developer from time to time.
- 8.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials so to be used for construction of the proposed building at the said Premises of the Landowner will be treated as final with all its binding effect on the Parties hereof.
- 8.3. The Developer shall install and erect in the said building at the Developer's own costs pump set, deep tube-wells, water storage tanks, over-head reservoir, electric wiring, fittings and installations and other facilities that are required to be provided in a residential building having self-contained flats and constructed for sale of flats on Ownership basis.
- 8.4. The Developer shall be authorised in the name of the Landowners to apply for and to obtain the temporary and permanent connections of Electricity, Water supply line, Sewerage line, Telephone, Cooking gas connections etc. on the said Premises including the building to be constructed thereon.
- 8.5. The Developer shall at its own costs and expenses and without creating any financial or other liability upon the Landowners construct and complete the proposed G + 4 Storeyed building having several self-contained residential Flats in accordance with the sanctioned Building Plan.
- 8.6. On and from the date of taking over possession of the said Premises by the Developer for starting the construction work of the said proposed building, any liability becoming due on account of statutory rates, rents and taxes as also other outgoings in respect of the said Premises for new construction of the building and till such time the physical vacant possession of the Landowners' Allocation in decent habitable condition are being handed over, shall be borne and paid by the Developer.



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It is made specifically clear that, all outstanding dues on account of rates and taxes as also other outgoings in respect of the said Premises till the date of handing over possession of the said Premises to the Developer hereof in terms of the present Agreement for starting the constructional work of the proposed building shall remain be the liability of the Landowners and shall be borne and paid by the Landowners as and when called upon by the Developer.

- 8.7. The Developer on completion of the entire construction work of the G + 4 Storeyed building, shall remain responsible and liable to obtain the requisite Building Completion/Occupancy Certificate from the authorities of the South Dum Dum Municipality upon regularization of all matter related there with exclusively at its own costs and expenses. Furthermore, the Developer shall remain bound to hand over a duly attested Photo Copy of the said Completion Certificate to the Landowners for their record and ready reference within the time period of 30 (Thirty) Months.
- 8.8. As soon as the construction work of the building as well as that of Landowners' Allocation is completed in terms of the Specification mentioned in the Third Schedule written here under, the Developer shall serve written notice requiring the Landowners to have the inspection regarding satisfactory completion of the construction work of the allocated portion of the Landowners and on inspection if found satisfactory, the Landowners will take delivery of physical possession thereof within 30 (Thirty) days from the date of service of such notice and for all time thereafter, the Landowners shall be held responsible for payment of all Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the Landowners' Allocation in the building. However, the said rates and charges shall be payable on pro-rata basis if the same is being levied on the building as a whole.
 - 8.9. As and from the date of service of notice of possession of the Landowners' Allocation, the Landowners shall also be held responsible to pay and bear and shall forthwith pay to the Developer and on its formation, to the Flat Owners' Association, monthly service charges for the common facilities in the new building complex payable in respect of the Landowners' Allocation. Such charges are to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges, expenses for sanitation, electricity, renovation, replacement,



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electrical and maintenance charges for the building and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and provisions, stair-ways, lift and lift shaft, corridors, passage-ways, gardens, park-ways and other facilities whatsoever provided for common use of the occupants of the building.

- 8.10. Any transfer relating to any portion of the Landowners' Allocation in the new building shall be subject to the provisions contained hereof and the respective transferee shall always be held responsible to honour all the terms and conditions of the present Agreement without raising any objection there for.
- 8.11. Both the Developer and the Landowners herein shall enjoy their respective allocations/portions in the said G + 4 Storeyed building forever with absolute right and authority to hold, possess, own, use, occupy, enjoy, transfer, sale, gift, lease, mortgage and / or assign the same in any manner they like. All such right and authority of the Parties hereof subject to observance and due compliance of the terms and conditions of the present Agreement in no way could be taken off or infringed by either of the Party under any circumstances.

COMMON RESTRICTIONS.

The Landowners' Allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building which shall include as follows:

- 9.1. Both the Parties hereof shall not use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor shall use the same in such manner that might have cause any nuisance or hazard to the other occupiers of the building.
- 9.2. Both the Parties hereof shall not demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration or addition thereat without written consent of the other to that extent.
- 9.3. Both the Landowners and the Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective



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allocation in the building in good, running and workable condition so the same may not cause any damage to the building.

- 9.4. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner to free movement of users of the corridors and other places of common use in the building.
- 9.5. Both the Parties shall not throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or on any other portion of the building.
- 9.6. Both the Parties hereto shall permit others agent, workmen and representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping the building and it's common areas in good order and condition.

10. <u>LANDOWNERS' OBLIGATION</u>.

- 10.1. The Landowners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the proposed G + 4 Storeyed building at their said Premises. If any interference or hindrance is caused by the Landowners or by any of their men, agent and representatives in that event, the Landowners will be held responsible for the same.
- 10.2. The Landowners doth hereby further covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the newly constructed building at the said Premises in favour of the Intending Purchaser/s of Flat/s, units and other space of the building fallen under Developer's Allocation.
- 10.3. The Landowners doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage, assign and/or to create charge or part with possession of the said Premises or any portion thereof in favour of any Third Party during the subsistence of the present Agreement for Development.



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