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Additional District Sub-Registrar Sodepur, North 24-Parganas

0 7 DEC 2017

DEVELOPMENT AGREEMENT OR CONSTRUCTION AGREEMENT

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Address.....

A. K. Maity

(Govt.) Licensed Stamp Vendor

10, Old Post Office Street

Kolkata - 700001

License No.: 1/ 2017-2018

Issue Date :----



W8h Court, Calelle

Additional District Sub-Registrar Sodepur, North 24-Parganas 0 7 DEC 2017

BETWEEN

1.SRI NILRATAN BANERJEE (PAN: BDWPB7482B), 2. SRI SWAPAN KUMAR BANERJEE (PAN: ADRPB2465J), 3. SRI TAPAN KUMAR BANERJEE (PAN: ADQPB4746F), All Son of Late Bhagabati Charan Banerjee, All by Occupation Retired, All by Faith Hindu, All by Nationality Indian, All Residing at Holding No.73. 80 and 81, H.B.Town, Road No.4, Scheme Plot No.152,P.O.Sodepur, P.S. Khardah, District North 24 Parganas,Kolkata- 700 110, hereinafter referred jointly to as the "LAND OWNERS" (which term shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns) of the ONE PART/FIRST PART.

AND

BUDDHAJIT REALITY (PAN: AARFB5238Q), a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North)being represented by its Partners. (1) MRS. CHAMPA SAHA (PAN: CSIPS3594R), Wife of Sri Debjit Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, and (2) MR. AVIJIT SAHA (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality - Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, hereinafter jointly called the "DEVELOPER" (which term and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successors, successors - in - interest, executors, administrators and assigns) Partner No.1 represented by constituted attorney and Partner SRI AVIJIT SAHA, son of Sri Basudeb Saha, by caste Hindu, by occupation Business, by Nationality by Indian residing at 39, Jay Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036, their true and lawful Attorney (hereinafter referred to as the said Attorney) which has recorded in office of Addl. Registrar of Assurances-III, Kolkata as Book No.IV, Volume No.1903-2017, Being No. 190304576 in the year 2017 of the OTHER PART/SECOND PART .

PRE RECITAL

WHEREAS:

The Vendor herein claims to be the Owner and/or well and sufficiently entitle to ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs more or less comprises of the structures standing thereon being Holding No. 62(old)(S/L No.307), H.B.Town Plot No.152 together with all the rights title interest benefit entitlements attached to the said piece and parcel of land under Police Station Khardah within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), hereinafter referred to as the said Premises and declares that the Vendor had acquired the title in the said property in the under written manner.

A.The Governor Of West Bengal acquired certain lands at the instance of the H.B. Industrial Co. Ltd., registered under the Companies Act, now in liquidation, (hereafter to as the said "Company") which has its registered Office at Sodepore within the municipal limits of Panihati in the District of 24 Parganas, for resettlement of refuses and creation of better living condition in mouza Sodepore, Natagarh and Ghola, P.S. Khardah, District 24 Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March 1956 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

B. Pursuant to the provisions at Sec. 10 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed inter alia that the Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land all costs, charges and expenses of the acquisition proceeding as may be estimated by the collector of West Bengal Land Development & Planning act, 1948.

C.In accordance with the provisions of the said agreement the company deposited with the Collector of 24 parganas Rs. 1,19,185 being part of the costs of acquisition of the said lands and possession of the said lands was

made over to the said Company with the right to have the lands transferred to the company upon full payment of the amount of compensation and the costs of lands to bona fide refugees and homeless, Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.

- D.The Company having failed to comply with the terms and conditions of the said hereinafter in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Government for dealing with and disposing of the same in execution of the said scheme.
- E. The Transferee Sri Bhagabati Charan Banerjee had prior to the termination of the said hereinbefore in part recited Agreement dated the 17th day of November 1950 deposited with the company the sum of Rs. 1625 for the allotment of the plot of Land hereinafter mentioned and described in the Schedule hereunder written to the Transferee but no transfer had been effected by the Company in favour of the Transferee Sri Bhagabati Charan Banerjee of the said Land.
- F. The Transferee has applied to the Administrator for allotment of the plot of land mentioned in the Schedule hereunder written, forming part of portion of the said lands so acquired as aforesaid under the land development and Planning Act, for residential purposes and the Administrator, sodepore Development Scheme, had agreed to allot to the Transferee 5 (five) cottah of land, on payment of the Consideration written thereon. In addition to the sum Paid by the Transferee to the Company as aforesaid towards the price of the said land and upon assignment by the Transferee in favour of the Governor, the claim of the Transferee to recover from the company the said sum.
- G. The transferee has requested the Governor to execute these presents for the purpose of vesting the said lands, allotted to him, in the Transferee and the Governor has agree to do so.

H.The pursuant of the said Agreement and consideration the Government of West Bengal through its official on behalf of the Governor of the State of West Bengal executed a deed of Transfer in favour of the aforesaid Sri Bhagabati Charan Banerjee on 11th Day of April, 1970 where was duly registered in the office of the Sub Registrar Barracpore, North 24-Parganas and the same was recorded in Book No.I, Volume No.28, Page 185 to 190 being No. 1539 for the year 1970.

I.After the said purchase while seized and possessed of the said property said Bhagabati Charan Banerjee son of late Gobinda Charan Banerjee became absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza - Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 under R.S. Khatian No.941, Police station - Khardah, District: North 24 Parganas, being Holding No. 62(old) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by virtue of a deed of conveyance dated 11.04.1970 for valuable consideration mentioned therein. Sri Bhagabati Charan Banerjee mutated his name in the assessment register of Panihati Municipality and had been paying taxes up to date.

J.Thereafter said Bhagabati Charan Banerjee died intestate on 16.06.1985 leaving behind his widow namely Malati Banerjee, one Married Daughter namely Bela Chowdhury and three Sons namely Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee and except none other legal heirs or Successors.

K. Thereafter said Malati Banerjee died intestate on 04.05.1997 leaving behind his one Married Daughter namely Bela Chowdhury and three Sons namely Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee and except none other legal heirs or Successors.

L. The Now Bela Chowdhury, Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, H.B.Town Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 under R.S. Khatian No.941, Police

station - Khardah, District: North 24 Parganas, being Holding No. 62(old) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

M. Thereafter said Bela Chowdhury has gifted to her three brothers jointly her 1/4th portion of ALL THAT piece and parcel of land measuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District: North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat by virtue of Deed of Gift which registered at A.D.S.R, Sodepur and Recorded in Book No.1, Volume No.1524-2017, Pages 166294 to 166321, being No.152405776 for the year 2017 on 02.11.2017.

N. Therefore and by virtue of above gift, Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, H.B.Town Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District: North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

PRESENT CONDITION AND STATUS

AND WHEREAS the age of the said premises has become so old and the condition of the building has become so dilapidated, that the said premises is almost impossible for the habitation of the civilized citizens.

AND WHEREAS considering the real situation of the said premises, the PARTIES HERETO OF THE FIRST PART, have jointly decided to demolish the whole old building and to construct a new Multi-storied building in accordance with the plan to be sanctioned by the Panihati Municipality.

AND WHEREAS for some obvious reasons it has become difficult of the PARTIES OF THE FIRST -PART, hereto look - after the constructional works.

AND WHEREAS by reason of such difficulties the PARTIES OF THE FIRST - PART, hereto have jointly and unanimously decided to appoint and engage the DEVELOPER here in to construct the said building in the said premises on the basis of this Agreement, the terms and condition here in after contained, executed by & between the OWNERS AND DEVELOPER and the OWNERS also agreed to execute one registered Power of Attorney in favour of the said DEVELOPER, to act on their behalf.

THE OWNERS HERE IN REPRESENTED AND ASSURED THE DEVELOPER AS FOLLOWS:

- a. That the said property is free all encumbrances, mortgage, charge, liens, claims, impendence, demands, liabilities, acquisitions, alignment and trusts whatsoever.
- b. That the owners and/or their predecessor in title have not deposited the titled deeds and documents in respect of the said property with any person or party with an intention to create equitable mortgage of as security for performance of any act payments of any money or otherwise, as said property is free from all encumbrances.
- c. That the said property and/or any part there of are not adversely affected by the provisions of the Urban Lane (Ceiling & Regulation) Act, 1976.
- d. That there is no impediment of any nature whatsoever in undertaking and/or carrying out the development of the said properties and/or construction of new multistoried building therein.

- e. That pursuant to the negotiations the Developer shall at their own costs, prepare an appropriate building plan for a new building upon the premises, utilizing maximum F.A.R., possible and have the said plan sanctioned by the Panihati Municipality and it is made specifically clear that all costs, charges, expenses, including incidental expenses for obtaining a sanction of the said building plan shall be paid and borne by the Developer and the Owners shall not have any liability and/or responsibility in this behalf.
- f. That the Owners shall hand over physical vacant possession of the said premises/property after the sanction of the building plan.
 - g. That the Developer shall start construction of the new Building as per the plan sanctioned by the Panihati Municipality and complete the proper construction within 30 (Thirty) months from the date of sanctions of the Building plan, with proper materials conforming to high standers of engineering.
- h. That within one month from the date of sanction of the building plan and/or so soon the Owners delivers physical possession of the property to the Developer. It is further agreed that after sanction of the building plan and on vacating the premises by the Owners, it is specifically agreed that the Developer shall complete the construction of the proposed new Building within 24(Twenty four) months from the date of the sanction building plan if necessary with further 6 months extension subject to the FORCE MAJURE. If Developer takes more than that time then only pay compensation 18% p.a. of the market value
 - i. That the cost of construction of the new building shall be borne by the Developer and shall be carried out by engaging their own men, agents and servants and the Owners shall t not interfere in any manner, whatsoever, during the period of construction till completion of the Building in all respect and the Owners have no liability in this regard provided required standard is maintained at all levels through out the construction period. It is specifically agreed that in construction of the new building the Developer shall engage security guards and/or other type of persons for construction of new building according to the choice of the Developer, using quality materials.

- j. That the Developer shall be liable for payment of any compensation to the workers under the law in case of any injury caused and/or sustained by the worker/s during the period of construction.
- k. That the Developer shall observe all the formalities as are required under the prevailing law/rules and regulations of the government, including soil test etc. and shall be liable of any violation thereof.
- 1. That the Owners shall execute a General Power of Attorney in favour of the Developer authorizing them to sign all papers, plans and documents as may be required as the constituted attorney of the Owners may deem fit and proper and to do all such things and to take the necessary actions in relation to construction of the new building on the said plot of land on behalf of the owners and to represent the owners before any authority as may be necessary and to negotiate with the prospective buyers of flats, excluding Owner's Allocation concerning the Municipal Premises/Holding No. 73, 80 and 81, H.B.Town, Road No.4, Sodepur Development Scheme Plot No.152 , Police Station Khardah, Kolkata-700110, District North 24 Parganas, and to receive the advances from the buyers and to acknowledge and grant receipt of the amount so received from the prospective buyers, except the land owner's allocation. And the Owners have to hand over original Deeds and Documents to Developer at the time of execution of Registered Power of Attorney.
- m. It is specifically agreed that the Developer shall be fully entitled to advertise the project to secure intending buyers of entire new building to be constructed upon the said plot of land and contact with, such intending buyers for sate of the flat/s etc. as such accept some of money from the intending buyers as the purchaser may deed fit and proper at the absolute discretion of the Developer in respect of their allocation and for that purpose owners shall not have any claims and/or objections, whatsoever, in that regard.
- n. It is specifically agreed that the Vendors/owners at the request of the
 Developer shall execute, register Deed of Conveyance to the intending
 ... buyers and/or in favour of the Developer in the said project, if it is required

and in such circumstances the Developer should join as a confirming party therein.

- o. That the construction shall be completed in all respect and the flats shall be ready for occupation for habitation and/or occupancy with in valid period of sanctioned building plan.
- p. It is specifically mentioned that both the parties herein are jointly liable for the terms and conditions of the instant agreement, if any of the parties herein, violate the terms and conditions of this agreement the other party will be at liberty to take legal actions as per provisions of the specific performance of contract against the others.
- q. That the Developer will not be liable for any delay of construction of the building due to any unforeseen and unfortunate event happening of which is beyond the control of human being i.e. riots, arson, or natural calamity and/or act of god only, provided however any other delays would tantamount to lapses on the part of the Developer.
- r. In pursuance of the negotiations here under made by and between the Owners and the Developer, the Developer shall carry out the construction of suitable building as per sanctioned building plan of the Panihati Municipality.
- s. That in the event the Developer above named agrees to undertake, the development of the said property, the owners herein shall in and appoint the Developer herein to undertake the development of the said on the under mentioned terms.
- t. That relying on the above mentioned various representations and assurances made by the Owners above named and believing the same to be true the Developer herein has agreed to undertake the development of the said property on the agreed terms & conditions as herein after recorded.

NOW THIS INDENTURE WITTNESSETH and it is here by mutually agreed and decided by and between the parties here to as follows:

ARTICLE - 1

DEFINATIONS

- A. <u>OWNERS</u>:. Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee
- B. DEVELOPER: Developer shall mean BUDDHAJIT REALITY

 PAN: AARFB5238Q), a Partnership firm having its office at 28/3, Joy
 Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist-24

 Parganas (North)being represented by its Partners. (1) MRS. CHAMPA SAHA

 (PAN: CSIPS3594R) Wife of Sri Debjit Saha, by Faith Hindu, By Occupation
 Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane,
 P.S. & P.O. Baranagar, Kolkata-700 036, and (2) MR. AVIJIT SAHA (PAN:
 CFIPS 8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation
 Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane,
 P.S. & P.O. Baranagar, Kolkata-700 036, hereinafter Jointly called to as the
 "DEVELOPER" (which term and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successors, successors in interest, executors, administrators and assigns)."
 - C. <u>TITLE DEED</u>: Title Deed shall mean all the documents referred to their above of the recitals, as chain of transfer from the time to time.
- D. <u>PREMISES</u>: The premises shall mean the property ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station Khardah, District: North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, together with the right to use the paths and passages along with all easement and quasi-easement rights attached

thereto more fully described and mentioned in the First Schedule hereto below herein after referred to as "the said Property" and delineated in the plan and map annexed hereto and bordered in RED there on.

- E. <u>BUILDING</u>: The building shall mean the Multi storied building to be constructed on the said premises/ Landed Property.
- -F. <u>BUILT UP AREA</u>: The built up area shall mean construction areas (inside and outside) under the roof.
- G. <u>SUPER BUILT UP AREA</u>: The super built up are a shall mean the total covered areas of the units plus the area of the walls, pillars as also landings, stairs, entrances, corridors, lobbies, electric room, care taker room and other common parts areas and spaces in the building. In this respect the certificate of the Architect shall be final.
- H. COMMON FACILITIES AND AMENITIES: The Common facilities and amenities shall include corridors, hall ways, stair-ways, drive ways, common lavatories, passageway, pump rooms tube-wall, underground water reservoir, Roof, Lift, overhead 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, provisions, maintenances, and/or management of the Building
- I. <u>SALABLE SPACE</u>: The saleable space shall mean the space of the building available for independent and occupation after making due provisions for common facilities and the space required therefore.

J. OWNERS CONSIDERATION :

Land Owner's Allocation:

Ratio - Owner's 40% of as per Building Construction area

Owner No. 1, 2 and 3 will receive one self contained flat measuring about 1246 sq ft more or less covered area complete in all respect consisting of 3(three) Bed rooms, dining, drawing room, kitchen, 2(two) toilets and Balcony at 2nd floor(South-East side) and adjustable Rs. 1,00,000/-(Rupees one lac) only at the time of Registered Development Agreement and Power,

one self contained flat measuring about 1246 sq ft more or less covered area complete in all respect consisting of 3(three) Bed rooms, dining, drawing room, kitchen, 2(two) toilets and Balcony at 4th floor(South -Bast side) and one garage measuring about 125 sq ft in the garage area in ground floor and adjustable Rs. 1,00,000/-1 Rupees one lac) only at the time of Registered Development Agreement and Power And one self contained flat measuring about 1246 sq ft more or less covered area complete in all respect consisting of 3(three) Bed rooms, dining, drawing room, kitchen, 2(two) toilets and Balcony at 1st floor(South-East side) and one garage measuring about 125 sq ft in the garage area in ground floor and adjustable Rs. 1,00,000/-(Rupees one lac) only at the time of Registered Development Agreement and Power respectively

- K. <u>DEVELOPER'S ALLOCATION:</u> The Developer allocation shall mean the remaining Developer's 60% (Sixty) containing self-contained flats/garages/Shops along with the remaining other spaces at the different floor on the proposed building save and except the above mentioned owner's allocation. It is specifically agreed, the Developer shall be entitled to own, possess, transfer, or otherwise dispose of as the absolute owner there of as per provision contained as fully and particularly set out in the Third Schedule here under -written.
- L. <u>THE ARCHITECT</u>:- The Architect shall mean the architect and engineers and as such the persons -who may be appointed by the Builders/developer for both designing and planning the building and supervising of the development work and/or construction of the said proposed Building.
- M. <u>THE ADVOCATE</u>: Mr. Goutam Chakraborty, Learned Advocate, High Court, having the Office at 6, Old Post Office Street, Room No.72, 2nd floor, Kolkata 700 001, will look after all legal matter and he has been appointed as project's Learned Advocate by the Developer.
- N. <u>BUILDING PLAN</u>:- The Building plan shall mean and include the Building plan to be sanctioned by the Panihati Municipality, for construction of the proposed building and also include the renewed/revised and/or modify and other plans, elevations, designs, maps, drawings, and other

specifications for completion of the development of the said premises and construction of the said building as may from time to time be sanctioned by the Panihati Municipality and other appropriate authorities if any such plan prepared by the Architects for the construction of the building and sanctioned by the building department of the Panihati Municipality or any other competent authorities as the case may be provided however owners would be extending all the best possible helps to the effect. If required and if the owners fail to deliver any papers documents etc. necessary for the sanction of the aforesaid building plan and if any delay is caused for the same the Developer would not be held liable.

- O. <u>TRANSFER</u>:- The transfer with the grammatical variations shall include possession under an agreement or part performance of a contract and by any other means and also as defined U/S 294(7), (i) to (vi) 269 UA(a), f(i) and (ii) of the income Tax Act, 1961, although the same may not amount to a TRANSFER OF PROPERTY ACT, 1882.
- P. TRANSFEREE: The transferee shall mean a person, firm, limited company, association of persons or body of individuals, to whom any space in the Building has to be transferred.

ARTICLE - II

INTERPRETATIONS

- Any reference statue shall include any statutory extension or modification and there enactment of such statute and the rules, regulations of under made there under.
 - Any covenant by the Developer and/or the owners not to do or commit
 any act deed or thing to be done or committed.
 - (i) Signature: Words importing singular shall include plural and vice-versa.
 - (ii) Masculine: Shall mean and include feminine and vice-versa.

(iii)

The paragraph heading herein shall not form part of the agreement and the same have been taken for the construction or interpretation of these present.

ARTICLE - III

COMMENCEMENT AND DECLARATION

- THIS AGREEMENT shall deem to have commenced on and with effect from the date of execution of these presents.
- THE OWNERS DECLARE as follows:-
- (a) That they absolute seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) That the said premises/property is free from aft encumbrances and the owners have title in respect of the said premises/property.
- (c) That the said premises/property is free from all encumbrances, charges, lines, lispendens, mortgage, attachment, claims, demands, liabilities, trust, acquisitions, requisitions etc. whatsoever or howsoever provided.
- (d) The said premises is also not affected by any scheme or proceedings or notice for acquisition or requisition by the Central or State Government or any local body or Authorities whatsoever.
- (e) That there is no excess vacant land at the said premises/property within the meaning of the urban land (celling and regulation) Act, 1976.
- (f) That there is not legal impediment for the owners to entrust the developer the development of the said premises and/or the construction of the building as per the sanction plan to be sanctioned from the Panihati Municipality.

(g) The Owners have not entered into any agreement/agreements for sale and/or development respect of the said premises with any other person or persons.

ARTICLE - IV

OWNERS REPRESENTATIONS

- That this agreement for development vis-a -vis the construction made between the owners herein and the developer shall remain valid lawful and subsists until completion of the proposed building and sale of developer's allocation.
- By virtue of this agreement the developer shall apply for building plan for sanction Panihati Municipality after obtaining mutation in the name of the present joint owners and after approval of the owners.
- The owners declare that they have not done any act, deed, matter or thing whereby the developer is prevented to undertake the development of the said premises.
- 4. While the Developer herein undertakes the development of the said premises the owners herein shall extend it's co-operation/assistance to the developer in the matter of delivering vacant possession of the portion of the premises simultaneously with the execution of this agreement.
- 5. That there is no legal impediment of any nature whatsoever in the development of the said premises and/or construction of the proposed building on demolishing the existing structure lying and situate in the said premises.
- 6. In pursuance of the negotiations made in between the developer and the owners all the owners in occupation of the said premises are agreeable to vacate the portion of the said premises in their respective occupations.
- The owners shall irrevocably nominee the developer above named to undertake the development of the said premises on the agreed terms.

8. The owners herein shall cause all the existing occupiers of the said premises to vacate and deliver the vacant and peaceful possession of the portion of the said premises as per negotiation have already made provided however the developer shall pay the agreed amount to the owners to perform their part.

ARTICLE -V

DEVELOPER REPRESENTATIONS

- 1. The Developer has sufficient knowledge and expertise in the matter of development of the immovable properties and construction new Building. The developer has sufficient means of necessary finances as may be required for carrying out these said project and/or development of the said premises and/or the construction of the said Building as per the Panihati Municipality sanctioned Building Plan. The Developer has become satisfied with respect to the Deeds and Documents regarding Land in question and they will not raise any issue regarding Land in question.
- 2. The developer shall carry out the said development in respect of the said premises and/or construction of the said Building after demolition of the existing Building and structure strictly in accordance with the sanctioned building plan and also in accordance with the relevant municipal laws relating to the development of the immovable property and/or construction of new building end adhere strictly as per provision contained in these preset.

ARTICLE -VI

DEVELOPER OBLIGATIONS/COVENANTS

1. In consideration of the premises and subject to the provisions contained in these present the Developer here by agree and undertake to carry out the said project of development of the said premises and/or the said and/or construction of said building in accordance with the sanctioned plan and in accordance with the rules regulations and Bye-laws of the Panihati Municipality as may then be prevailing and on the terms and conditions herein recorded and complete the construction of the proposed

building within 24(Twenty four) months from the date of the sanction of the building plan.

- The developer herein shall be responsible to arrange all necessary finances/funds/moneys as may be from time to time necessary or required for the development of the said land and/or construction of the said building.
- 3. The developer shall apply for and obtain necessary plan/plans duty sanctioned by the Panihati Municipality as may be required for construction of the proposed Building and/or development of the said land subject to the necessary permissions clearances, approvals and no-objections from the appropriate authorities including necessary permission under the Urban land (Ceiling & Regulation) Act 1976 if so required.
- 4. The developer unless prevented by act beyond its control or restrain order from the appropriate court of law or any government or Semi Government Authorities or the Panihati Municipality shall complete the said development work and/or construction of the proposed Building within 24(Twenty four) months, after the issuances of the sanctioned plan by the Panihati Municipality and also subject to the owners causing delivery of vacant and peaceful possession of the said premises to the developer.
- 5. The developer of the said -premises and/or the construction of the said building shall be made complete in all respect including installation of the electricity connections, water pumps, fittings, sewerage the drainage connection, plumbing and sanitary fittings and also over head and underground water tanks within the stipulated 30 (thirty) months from the date of sanction Building plan.
- 6. The developer shall carry out and/or complete said development work and/or the construction of the said building by use of standard quality building materials, sanitary, and electrical fittings.
- 7. The developer herein shall solely the responsible for the structural stability of the building and for the soundness of the construction and that till the possession of the owner's allocation are made over to the owners, the developer shall be liable for all claims and actions which may arise from the same and also due to deviation from the sanctioned plan and/or the

violation of the Municipal Laws. The Building so develop should be stable against earthquake and/or other natural calamities.

- 8. The developer shall apply for and obtain all necessary documents, permission and no-objection.
- 9. The developer shall carry out the said development in respect of the said premises and/or construction of the said building, after demolition of the existing building and structure in accordance with the sanctioned building plan and also in accordance with the relevant municipal laws relating to the development of the immovable property and/or construction of new building and adhere strictly as per the provisions contained in these present.
- 10. That the Owners shall be liable to deliver vacant peaceful possession of the aforesaid property to the Developer to demolish the same for the construction of the proposed new building. The Developer will bear the expenses for demolish the building and the Developer will take all old bricks, doors, windows and other old building materials. It is provided that the Developer shall arrange dwelling accommodation for three(3) owners namely Swapan Kumar Banerjee within Rs.8000/-(Rupees eight Thousand only) and Nilratan Banerjee and Tapan Kumar Banerjee both within 6500/-(Rupees six thousand and five hundred only) each owners till handing over the owner's allocation Flat in the newly constructed building and till then Developer shall bear the expenses for the same. The vacant possession of the old premises by the Owners to the Developer shall be made only after accommodation for the owners, as above said, have been arranged by the Developer.
- 11. The Developer will be responsible to bring out the Completion Certificate (CC) from the Panihati Municipality.
- 12. The Developer shall be held responsible if any accident takes place at the time of demolition of the existing building or during construction of the proposed building.

ARTICLE -VII

DEVELOPMENT WORK

- I. The owners duly appointed and/or hereby appoint the developer as the contractor and/or developer for carrying out the said project in respect of the said premises on the terms herein recorded.
- 2. The owners hereby entrust the said project of development of the said premises and/or construction of the said building to the developer herein to be carried out as per the sanctioned building plan and on the terms and conditions herein recorded.
- 3. The Developer hereby accepts it's appointment as the developer and/or contractor in respect of the said premises and further agree to undertake the said project of development of the said premises in the manner and in terms and conditions herein recorded.
- 4. The project of development of the said premises and/or construction of the said building shall be carried in the manner as follows:
- (i) By obtaining all necessary clearances, permission approvals, and 'No-Objection' under the provision of the Urban land (Ceiling & Regulation) Act, 1976, as may from time to time necessary for carrying out the development work and/or construction of the building at the said premises by the wners.
- By obtaining sanctioned plan from the Panihati Municipality of the said premises and/or construction of said building under the Municipal laws as may then be prevailing 1/or the rules regulations and bye laws framed there under by the eloper.

By erecting the proposed multistoried building and other structure in pon the said land as per the sanctioned plan and he same strictly in rdance with the rules, regulations and bye-laws of the Panihati cipality.

That the land owners take the responsibility of the title of the land, g known as municipal Premises/Holding

- 6. The owners also declare and confirm that in case of delay or default on the part of the owners to cause delivery of vacant and peaceful possession of the said premises in it's entirety to the developer within the reasonable period from the date of sanctioned of the building plan.
- 7. The owners herein shall be responsible to cause all the existing occupiers cum owners to vacate and deliver the vacant and peaceful possession of the said premises to the developer.
- 8. The owners shall not do any act, deed, thing, matter, nor permit any one to do any act, deed, thing, or matters which may in any manner cause obstruction and/or interference in carrying out and completing of development of the said premises and/or construction of the said building by the developer. The owners shaft handover aft the certified and/or attested copy's of the title deeds and along with the relevant documents and/or papers to the developer simultaneously with the execution of this agreement.
- 9. The owners shall sing and execute and deliver all necessary paper, application, plans, sketches, maps, design and other documents as may from time to time be required by the developer for obtaining necessary sanction, permission, approval and/or no-objection certificates from the appropriate government authorities and/of the department with regard to the proposed construction of the Building and/or development of the said premises of the said building and/of units threat.
- 10. The owners shall as may be from time to time be necessary sign, execute and deliver all applications, papers, documents and declarations to enable the developer to apply and obtain telephone, electricity, sewerage, water connection and other public utility and essential services in or upon the said premises and/or the Building.
- 11. The owners herein shall grant power of attorney in favour of the developer to sign on behalf of the owners all applications, paper and documents, agreements and represent the owners before the Panihati Municipality and other appropriate authorities, government offices and/or departments including telephone, electricity and other authorities and further to apply for the obtain all necessary sanctions, approvals

- permissions and no-objection certificates as may Be required for carrying out the said development work and/or construction of the said Building.
- 12. The owners herein shall be responsible to vacate the old premises before the starting of the demolition work of the old existing building and for this purpose the developer shall bear all necessary cost and expenses.
- The owners herein shall;-
- (i) Render best co-operation and assistance to the developer in the matter of development of the said premises and/or construction of the proposed building and also in obtaining alt necessary permissions /approval from authorities.
- (ii) Not do any act, deed, thing, matter permit anyone to do any act, deed, thing and matter which may in any manner cause obstruction and/or interference in carrying out and complying the development of the said premises and/or construction of the said building by the developer.
 - (iii) The owners shall sign and execute and deliver all necessary papers, application, plans, sketches, maps, designs and other documents as may from time to time be required by the developer for obtaining necessary sanctions, permissions, approvals and/or no-objections certificates from the appropriate government authorities and/or departments -with regard to the proposed construction of the building and/or development of the said premises and for obtaining all other facilities as may be necessary for the beneficial and occupation of the said building/flats/units in the said premises.
 - (iv) That the owners will execute a General-Power of Attorney in favour of the developer authorizing them to sign all the paper, plan and documents as may be required as the constituted attorney of the owners may deem fit and proper and to do everything and to take all action in relation to construction of the new building on the said plot of land on behalf of the owners and to represent the owners before any authority as may be necessary and to negotiate with the prospective buyers of the flats, concerning the municipal Premises/Holding No. 73, 80 and 81 of H.B.Town Road No.4 Police station Khardah, Kolkata-700110 District: North 24 Parganas and to take advance amount/money from the said

buyers and to acknowledge and grant receipt of the amount so received from the prospective Buyers.

In consideration of the premises after the completion of the (v) development work in respect of the said project in the manner as here in agreed and after the owners have received the delivery of the flats/units of the building forming part of the owner's allocation as per this agreement the owners shall complete the sale by executing the Deed of Conveyance in favour of the developer and/or it's nominee transferees in respect of the undivided proportionate share of interest in the said land attributable and/or in relation to several flats/units forming part of the developer's - allocation and/or flats/units as may be allotted to the developer on account of the cost to be incurred by the developer an account of Owners as mentioned in the preceding clauses above by executing and registering appropriate deed/deeds of transfer containing the usual covenants for title provided however that the consideration money as may be receivable on account of sale of undivided proportionate share of interest of the said land attributable and/or in relation to the several flat/units forming part of the developer's allocation and/or those as may be allotted to the developer as aforesaid shall exclusively belong to and/or receivable by the developer.

ARTICLE- VIII

CONSTRUCTION

- 1. The construction of the said building shall be strictly as per the 'Municipal laws for the time being in force and/or rules regulations and bye-laws framed there under and further strictly in accordance with the sanction plan in these respect. The developer shall keep the owners absolutely indemnified and harmless against all actions, claims and demands whatsoever as may be made due to construction of the said building and/or violation in rules regulations and bye-laws under the Municipal Laws for the time in force.
- 2. The developer herein shall be entitled to appoint and employ masons, mistries, engineers, contractors, managers, supervisors and other employees for carrying out the said development work and/or consideration of the proposed building as the developer shall think fit and proper. In this respect

the developer herein shall solely be responsible and/or liable for payment of supervisors, chowkidars, darwans and also other staff who may be appointed and/or proposed building in this respect, the owners shall not in any manner be responsible.

- 3. The developer herein shall appoint such architect and engineer for the development work, and/or construction of the proposed building as the developer shall think fit and proper the developer herein shall solely be responsible and/or liable for payment of salaries/wages and/or remuneration of the architects or engineers and in this regard the owners shall in manner not be responsible.
- 4. All the cost, charges, expenses for and on development work, and/or construction of the proposed building including the owner's allocation shall covered and/or discharged by the developer.

ARTICLE- IX

SPACE- ALLOCATION

- The total units and/or available space of the building shall be divided and/or distributed between the owners and the developer in the manner herein after stated.
- 2: The owners shall be entitled to altogether 40% (Forty) percent of the constructed Area., each of them shall be primarily allocated three flats as has been more fully and particularly described in the Second Schedule, hereunder written. After making such allocation, the balance constructed area out of the total 40% Owner's allocation shall be retained by the Developer against consideration value of Rs.2000/- (Two thousand) only per sq. ft. of constructed area. Such amount shall be paid to owners within (1) one year from completion of construction up to plinth level.
- 3. That the developer shall be entitled to the remaining 60% (sixty) percent of the constructed Area along with the remaining spaces of the proposed building save and except above mentioned owner's allocation. It is specifically agreed that the developer shall be entitled to own possess, transfer or otherwise dispose of as the absolute owner thereof as per the

provision contained as fully and particularly set out in the Third Schedule,

- 4. That it has been specifically agreed by and between the owners and the developer at first shall deliver habitual physical possession of the flat of the owner's allocation before giving the possession of the flats to the out side prospective buyers from the portion of the developer's allocation.
- 5. After allotment of the said unit and other saleable space to the developer out of the owner's allocation as mentioned in the preceding clauses the remaining units and/or saleable spaces to be delivered to the owners shall firstly be delivered in respect of their allocations in the building.
- The demarcation and allotment of the units spaces including parking of the building shall be the developer and the same shall be final and binding to all.
- The owners shall be entitled to sell transfer and let out or otherwise dispose of either on ownership basis or other wise and/or enter agreements of contracts for disposal of the owner's allocation. Similarly the developer shall be entitled to sell, transfer and let out or otherwise dispose of either on ownership basis or otherwise and/or enter into agreements or covenants for disposal of the developer's allocations Provided however and it is agreed and made clear that all agreements, contracts, deeds and documents for the sale or otherwise disposal by the owners of units/saleable spaces forming part of the developer's allocation of the unit/saleable spaces forming part of the developer's allocation shall be drawn up on similar terms, conditions and covenants as may be finalized by the developer.
- 8. Notwithstanding anything to the contrary contained in these presents it is agreed and made clear that the roof of the proposed building shall at all times be for the common use by the purchaser of the flats and/or occupiers of the units and/or spaces forming part of both the owners and the developer allocation at the building.
- 9. No consent or authority etc. of the owners is required in the matter of the developer entering into contracts and/or agreements for selling otherwise disposing of flats/units saleable space forming part of the

developer allocation and the developer may do so while collecting the earnest money part payment and construction money from transactions and in this regard the owners and developer here by consent to the same.

10. Upon receipts of the owner's allocation the owners shall sign execute and register all agreements and/or contracts for selling or otherwise disposing of the units/saleable space pertaining to the developer's allocation by the developer.

ARTICLE- X

CONSIDERATION

- In consideration of the premises and in consideration of the 1. owners appointing the developer as the builder and/or contractor and further allowing the developer to commercially exploit the said premises and to promote/develop the same and also to complete the construction of the said building and also construction of allotment of the developer's allocation, to the developer in the manner as herein agreed, the developer shall at all its own cost and expenses carry out and complete the development work in respect of the said premises and construction of the building and further erect and/or construct several units forming the part of owner's allocation for and on account and on behalf of the owners and/or nominees or transferee/s and make available to the same complete in all respect to be held, owned and possessed by owners and/or their nominee/s and/or transferee/s as absolute owner there of. In this regard to the owners shall not in any manner be liable or responsible to pay the cost of construction or other costs, charges and expenses whatsoever.
- 2. In consideration of these presents and in consideration of the same developer hereby empowered agreed and expressed under the development of the said premises and 100% construction of the said building and further the developer erecting and/or constructing the several units forming part of the owner's allocation for and on account and on behalf of the owners and/or their transferee/s and/or nominee/s and making the same available to the owners and/or their transferee/s and/or nominee/s to the manner as here in agreed, shall be entitled as absolute owners in respect of the

developer's allocation including an undivided proportionate share in the land comprised in the said premises.

ARTICLE- XI

RATES, TAXES AND MAINTENANCE

- 1. On and from the issuance of the sanction plan and vacating the existing occupiers the developer here in shall bear and pay the Municipal Taxes and other rates relating to the said building and/or the said land till the developer completing construction of the said building and making over the same to the owners and in this respect, the owners shall not in any manner be liable or responsible and further the developer shall keep the owners exclusively indemnified and harmless against payment of the same.
- On and from the date of completion of the project and also making over to the buyers and/or transferees of the several units/saleable spaces forming part of the owner's allocation and the developer's allocation complete in all respect as this agreement the buyers and/or transferees of the said several units and/or saleable spaces of the building shall be responsible to pay and/or shall bear Municipal taxes and other rates taxes and out goings and also to pay the monthly maintenance and service charges on account of their respective units.
- 3. On and from the date of completion of the construction of the said building the developer herein shall look after manage and administer the day to day maintenance of the building till the formation of the holding organization as herein after provided.

ARTICLE - XII

HOLDING ORGANIZATION

After the completion of the construction of the building and carrying out the said development work, the developer herein shall cause an associations/society/syndicate to be floated and/or incorporated for the purpose of managing and maintaining and common facilities, common areas

and amenities at the said building. The developer herein shall frame the rules, regulation and bye - laws of the holding organization.

ARTICLE - XIII

COMMON RESTRICTIONS

- The owners and/or the developer in the building shall be equally sharing the same restrictions on hand as may be applicable to the developer's allocation in the building and vice versa.
- 2. The owners and/or the developer shall not permit the use of the respective portions in the building for carrying out any wrongful, offensive, illegal and/or immoral trade or activity, neither use, nor permit the use hereof for any purpose, which may nuisance or hazardous to the other occupiers of the building.
- 3. The owners and/or developer and/or respective transferees shall not demolish or permit demolition of any wall or structures respectively, in the owner's allocation and/or the developer's allocation or any portion there of or make any structural alteration therein without the previous consent of the developer and such restrictions may include the open space for immunity and beatification of the project, which may cover the extra land scarping, path ways lightings, ventilation, passages, etc. for the mutual and beneficial interest of developer's and/or owners and/or respective transferees.
- 4. The owners and the developer and/or their respective transferees shall be abide by the al bye-laws, and regulations of the government, Local Bodies, and the holding organization as the case may be and shall attend and be responsible for any deviation and/or breach of the laws, rules and regulations thereof.
- 5. The owners and the developer and/or their respective transferees shall keep the sewerages, drainage, pipes and other fittings and fixture and the floor and the calling etc., respectively of the owner's allocation and the developer's allocation in the building in good working and repair condition and in particular so.

- 6. Both the owners and developer here by agree and undertake to sign and execute all deed and documents which may be required for the purpose of smooth implementation of this agreement as and when required.
- 7. Both the owners and the developer shall be entitled to specific performance of this agreement. None of the parties hereto shall be entitled to dispute the legality and/or validity of this agreement.

ARTICLE -XV

DOCUMENTATION

All agreements, contracts, deeds, documents for the sale and disposal of the owners allocation to the owners and disposal of the developer's shall be identical, containing the similar terms and conditions and will be prepared by the developer's nominated advocate, subject to the payment of all the legal fees, cost, charges of the said advocate, as decided by Developer from time to time.

Article-XVI

Arbitration

Save and except what has been specifically stated hereunder all disputes and differences between the parties out of the meaning, construction, or import of this agreement or their agreement or their respective rights and liabilities, as per this agreement shall be adjudicated by respective rights and liabilities reference to the arbitration within the meaning of the ARBITRATION & CONCILIATION ACT, 1996, and latest amendment and modification thereof from time to time.

Article-XVII

JURISDICTION

All the courts within the landed property's situational jurisdiction and the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain and determine, all actions suits and proceedings arising out of these presents between the parties have to.

THE DEVELOPER FURTHER DECLARE:-

- That the developer shall pay all the outstanding taxes regarding the said premises. It is pertinent to mention that Developer will first handed over the physical possession of Owner's Allocation flat then only registered the Developer's Allocation flat and spaces.
- 2. That the developer shall bear all mutation charges/expenses for mutation.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PREMISES)

ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with one storied pucca Structure measuring about 800 sq ft little more or less (Cement flooring, 20 years old) standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District: North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4, within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is butted and bounded in the manner as follows:

ON THE NORTH : By House of Smt. Chaya Rani

Chakraborty;

ON THE SOUTH : By House of Smt. Anila Bhattacherjee

ON THE EAST : H.B. Town Road No.,4 (On Road)

ON THE WEST : Scheme Plot No.144

THE SECOND SCHEDULE ABOVE REFERRED TO

Ratio - Owner's 40% of as per Constructed area

1. Owner No. 1, 2 and 3 will receive one self contained flat measuring about 1246 sq ft more or less covered area complete in all respect consisting of 3(three) Bed rooms, dining, drawing room, kitchen, 2(two) toilets and Balcony at 2nd floor(South-East side) and adjustable Rs. 1,00,000/-(Rupees one lac) only at the time of Registered Development Agreement and Power, one self contained flat measuring about 1246 sq ft more or less covered area complete in all respect consisting of 3(three) Bed rooms, dining, drawing room, kitchen, 2(two) toilets and Balcony at 4th floor (South -East side) and one garage measuring about 125 sq ft in the garage area in ground floor and adjustable Rs. 1,00,000/-(Rupees one lac) only at the time of Registered Development Agreement and Power And one self contained flat measuring about 1246 sq ft more or less covered area complete in all respect consisting of 3(three) Bed rooms, dining, drawing room, kitchen, 2(two) toilets and Balcony at 1st South-East side) and one garage measuring about 125 sq ft in the garage area in ground floor and adjustable Rs. 1,00,000/-(Rupees one lac) only at the time of Registered Development Agreement and Power respectively

(The roof and other common places of the building shall remain common to all).

THE THIRD SCHEDULE ABOVE REFERRED TO

The developer shall be entitled to remaining 60% (sixty) percent of the new building of the units and/or space along with the remain other spaces of the proposed building, save and except the above mentioned owner's allocation, of the newly constructed building in the said premises. It is specifically agree the developer shall be entitled to own, posses, transfer and otherwise dispose of as the absolute owners there of as per the provisions contained to be called "Developer's Allocation", on account of it's ownership right to use, occupy and enjoy their share and/or allocation, either for the

residential purpose or commercial purposes in any manner whatsoever save and except any immoral and/or illegal purpose. (The roof of the building shall remain common to all).

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION AND AMENITIES

BUILDING

: Building comprising Multi-Storied(G+4)

with Lift.

FOUNDATION.

: R.C.C. raft on columns, concrete pilling

with good quality Steel and good quality

Cement(ISI mark).

STRUCTURES

: R.C. Columns, beams, and R.C. slabs and

R.C. beams and columns plus brick works.

WALLS & CEILINGS

8" thick external brick walls and 4" internal walls, (Block/Slab) with cement,

sand, mortar, cement plaster, internal surfacing on cement plastering in internal walls plaster of Paris with external walls

good quality colour finish.

FLOORING

: Vetrified Titles/Marble flooring in bed

rooms, living/ dining hall, verandah,

kitchen, toilets and baths.

STAIRCASE

: Stair Case made by Marble finish.

DOORS

: Internal doors, flush doors with hush bolt

having, main doors 30 mm flush doors all

door frame of Wooden(Shal).

WINDOWS

: Fully enamel sliding with glass fitting cover

with grill.

TOILETS & FITTINGS

: Anglo Indian komote, cistern and wash basin etc. (6' Ft. height white glazed tiles to be fitted on 3 sides of the bath room.

COOKING PLATFORM :

Black stone top slab on cooking platform and Steel sink cock 3' Ft. height glazed tiles.

ELECTRICAL

: Concealed conduit piping with copper wirings.

- a) 2 nos. light points, 1 no. fan point, and 2 nos. 5 amp. Plug points with switch board having provisions of setting fans, regular in each rooms. One A.C Point in Master Bed room.
- b) Drawing/Dining hall shall have 2 nos. light points, 1 no. fan point, 1 no. 5 amp. plug point.
- c) Kitchen shall have 1 no. light point, 1 no. exhaust fan point.
- d) Stair case shall have 1 no. light point in each landing areas.
- e) 1 Calling bell point in each flat.
- f) Toilet one light point and one exhaust fan and Gyser

g) one point in Varanda.

WATER SUPPLY:

Sub-marshal pump and over head tank for 24

hours supply

ROOF TREATMENT: On the Top floor

N.B. The Landlords will take the responsibility and also keep the existing electric meter in their custody and new Meter for their own cost.

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

SIGNED SEALED AND DELIVERED

By the above named LAND OWNERS

& DEVELOPER in the presence of:

Witnesses:

1. A Sim Nour Deg Ad water.

- 1. N'I ratan Banerye
- 2. Susapan Vinnen Sanges.
- 3. Tapoutkum Bonj.

SIGNATURE OF THE LANDOWNERS

2. Buddhadels mungi 6. old post of 7 st mused - 70001

TIJABA TILAHOGUB

SIGNATURE OF THE DEVELOPER

Prepared in my Office,

GOUTAM CHAKRABORTY,

ADVOCATE

cutam Churala

High Court, Calcutta

Reg No.WB/1415/1999

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned adjustable money of Rs. 1,00,000/- (Rupees One lac only) in the following manner by the undersigned.

Paid by Cash
Cheque No-022438 df 07-12-2017
ALIAHABAD BANK

1,00,000/-

Total (Rupees One lac only)

1,00,000/-

WITNESSES

1. Asim Remenders Advocate

12 le rateur Baneryan

2. Bud bhoad many

Signature of the Owner

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned adjustable money of Rs. 1,00,000/- (Rupees One lac only) in the following manner by the undersigned.

Paid by Cash Cheque NO-022439 dl-07-12-2017 ALLAHABAD BANK

1,00,000/-

Total (Rupees One lac only)

1,00,000/-

WITNESSES

1. Asin Kin Das Advocati Strappon Viener Baneije.

2. Beddhadeb Muy my

Signature of the Owner

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned adjustable money of Rs. 1,00,000/- (Rupees One lac only) in the following manner by the undersigned.

Paid by Cash

cheque No 022440 df-07-12-2017

ALLAHABAD BANK

1,00,000/-

Total (Rupees One lac only)

1,00,000/-

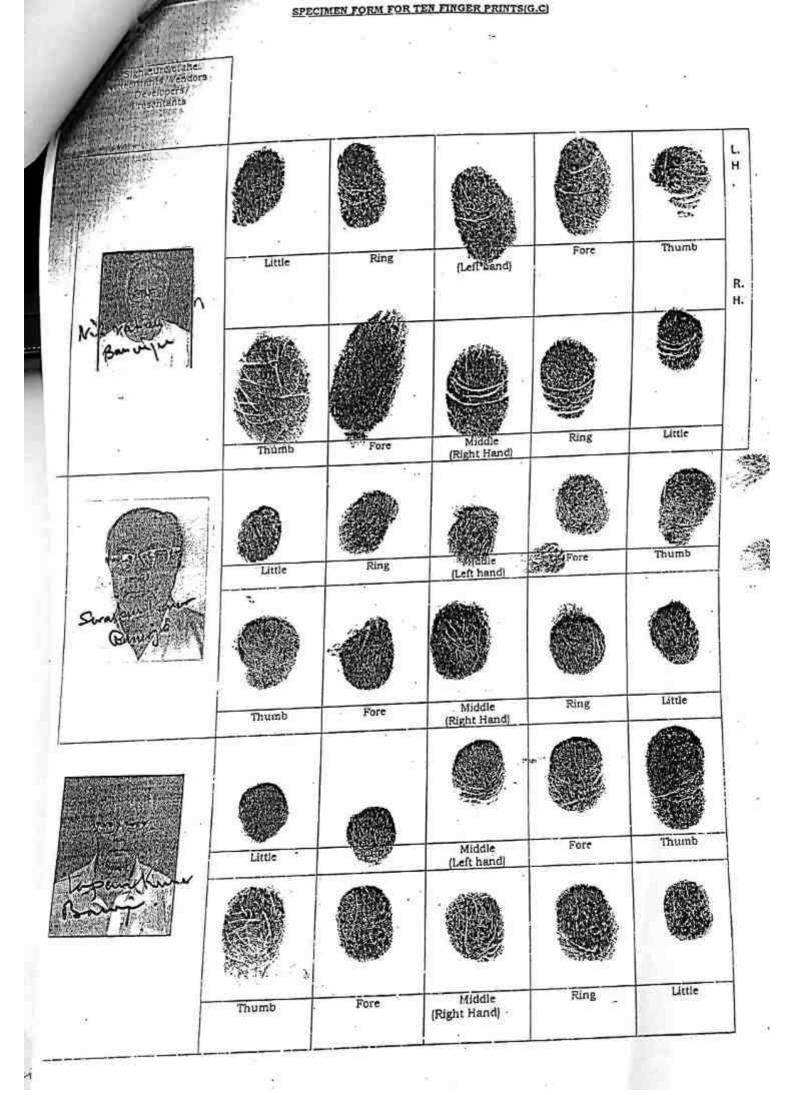
WITNESSES

1. Asin Kumor Dag. Advocaté.

Tapankune Baroje

2. Buddhedel menyi

Signature of the Owner



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ভারত সরকার Government of India



তণন কুমার ব্যানার্জী Tapan Kumar Banerjee

পিডা: ভগবার্ডী চরদ ব্যাদার্জী

Father: Bhagabati Charan Banurjee

अभारतिय / DOB : 02/09/1950

पुत्रव / Male

6650 9473 1985

– সাধারণ মানুষের অধিকার

Tafonkum Bangi



ভারতীয় বিশিষ্ট শরিচ্য গ্রাধিকরণ Unique identification Authority of India

ठिकानाः

S/O: ভগবতী চরন ব্যানার্জী, এ/152 এইচ.বি.টাউন, রোড নং 4, সোদপুর, পানিহাটি (এম), সোদপুর, উত্তর ২৪ পরগনা, পশ্চিম বঙ্গ, 700110

Address:

S/O: Bhagabati Charan Banerjee, A/152 H.B TOWN, ROAD NO-4, SODEPUR, Panihati (m), Sodepur, North 24 Parganas, West Bengal, 700110

6650 9473 1985

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ADQPB4746F



TH INAME

TAPAN KUMAR BANERJEE

विता का भाम /FATHER'S NAME BHAGABATI CHARAN BANERJEE

जन्म हिथि /DATE OF BIRTH

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

SIGNATURE
SIGNAT

Milralan Beneujer



ভারত সরকার

ভৌরত সরকার

ভৌরত সরকার

শীব্রতন ব্যানাজী

Nilratan Banerjee

জন্মতারিখ / DOB : 10/07/19:11
বুরুব / Male

9807 6524 8094

আমার আঘার, আমার পরিচয়

N'I vatan Bansujer



ভারতীয়াবিশিষ্ট পরিচ্য প্রাধিকরণ আমার্মিট্যামিটামান্তিরাতিক Authority of India

ঠিকানা: এস/ও: ভগবতী ব্যানার্জী, এ/152, মোন্ট নং 1, এইচ মী টাউন, পার্নিহাটি (এম), উত্তর ২৪ প্রগনা, সোদপুর, পশ্চিম বঙ্গ, 700110 Address; S/O: Bhagabati Banerjee, a/152, ROAD NO 4, H B TOWN, Panihati (m), North 24 Parganas, Sodepur; West Bengal, 700110

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Vilratan

Banerje



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নির্বাচকের নাম : নীলরতন ব্যানাজী

Elector's Name : Nilratan Banerjee

পিতার নাম : তগবতী ব্যানাজী

Father's Name Bhagabati Banerjee

लिम / Sex : गृ१ / M

জন্ম তারিখ Date of Birth : 10/07/1941

Nil valan Banenjee

BHR0909416 (उकाना: अ 152 विकास विकास कि विकिस स्त्राप्त मेर 4 31 चफ्रपद

Address:
A 152 Bijaypur H B Town Road No 4 31
Khardaha North 24 Parganas 700110

Date: 07/08/2007 135-शनिशीं निर्वाहन क्लाव्यत्र निर्वाहक निरक्तन आरिकातित्कत्र वाक्तत्र व्यन्तृष्ठि Facsimile Signature of the Electoral Registration Officer for 135-Panihati Constituency

ষ্টিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার পিট্রে নাম ভোগা ও একই নত্মরের নতুন সচিত্র পরিচয়পত্র পাওয়ার জনা নির্দিষ্ট ফর্মে এই পরিচয়পত্তের নত্মরটি উল্লেখ করুন। In case of change in address mention this Card No. In the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

Nil valan Bananjer

स्थाई लेखा संख्या

ANENT ACCOUNT NUMBER

ADRPB2465J

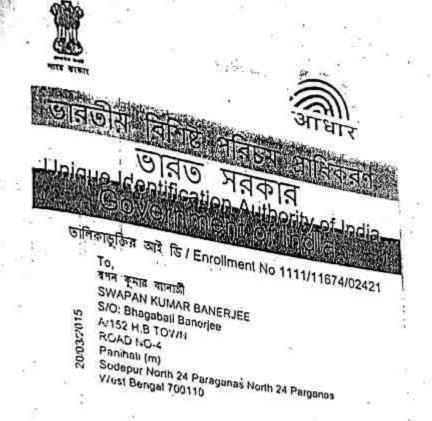
SWAPAN KUMAR BANERJEE

पिता का नाम /FATHER'S NAME BHAGAWATI CHARAN BANERJEE

जन्म तिथि /DATE OF BIRTH

03-08-1946

हस्ताक्षर /SIGNATURE



Ref: 3945 / 25C / 1309613 / 1309685 / P



SE593390021FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

6103 1237 6099

আধার – সাধারণ মানুষের অধিকার



ভারত, সরকার Government of India



ষদন কুমার বাানাজী SWAPAN KUMAR BANERJEE জন্মডারিখ / DOB : 03/08/1946 দুকুৰ / Male



6103 1237 6099

আধার – সাধারণ মানুষের অধিকার

Swapon Kunan Bunga



* TEL-WHAT COLUMN



- আধার পরিচয়ের প্রমাণ, নাগরিকছের প্রমাণ _{শীয়।}
- मित्रुद्धार प्रमान अन्तारेन प्रमानीकत्रन द्वाता नाल क्रुक्त ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

व्याधात भाता (प्रत्य माना)।

 আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাম্ভির সহায়ক হবে।

Aadhaar is valid throughout the country.

Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচ্য ঘাধিকরণ Unique identification Authority of India

ठिकानाः S/O: ७१वछी वरानाञी, ೨/152 १३६.वि.ठाउँन, त्ताउ नः ४, पानिशाँठ (२म), ठेउत २८ प्रतगना, रमापपूर, पष्टिम वश्र, ७००११०

Address: S/O: Bhagabati Banerjee, A/152 H.B TOWN, ROAD NO-4, Panihati (m), North 24 Parganas, Sodepur, West Bengal, 700110

6103 1237 6099

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Ewapan Kuman Bannijea



লিক / Sex : পুং / M জন্ম ডারিব Date of Birth: 03/08/1946

Durapen Kriman Baneije

BHR0909432

ঠিকান। এ 152 বিজ্ঞান্য এইচ বি টাউন বোড নং 4 শানিব্যটি 31 বড়াক্ উত্তর 24 শুরুবলা - 700110

Address: A 152 Bijaypur H B Town Road No 4Panihati 31 Khardaha North 24 Parganas 700110

Date: 03/08/2007 135-नानिवारि निर्दोगन एकटवाड निर्दाणक निर्देशन जारिकाडिटका पाकटबड अनुकरि Facsimile Signature of the Electoral Registration Officer for 135-Panihati Constituency

ঠিকানা পরিবর্তন হলে সতুন ঠিকানায় ভোটার নিটেই নাম ভোলা ও একই নবামের নতুন সঠিত পরিচয়পত পাওমার জন্য নিষ্টিই কর্মে এই পরিচয়পত্তর নবারটি উল্লেখ কমন। In case of change in address mention this Card No. In the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.



BUDDHAJIT REALITY

A ANJIN-Sal-

Partner

STICION TO TOTAL INCOMETAX DEPARTMENT AVIJIT SAHA



भारत सरकार GOVT, OF INDIA

BASUDEV SAHA

20/07/11979

Permanent Account Number :-

CFIPS8983R

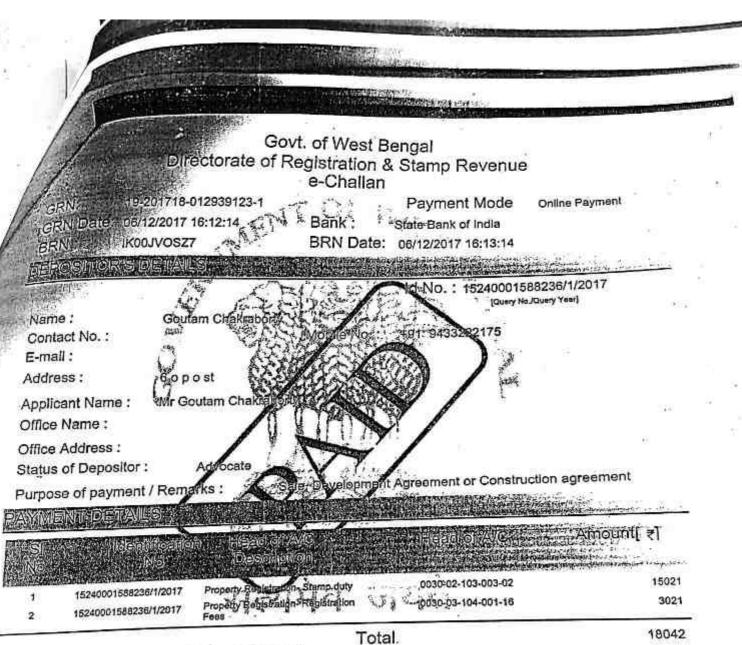
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In Words : Rupees Eighteen Thousand Forty Two only

Major Information of the Deed

inger (UNIO) Inger (UNIO) (Vigoria) Inger (UNIO)	1-1524-06363/2017 1524-0001588236/2017 19/11/2017 12:27:26 PM	Of the Deed Date of Regil Heaton
Applicant Name, Addr & Other Details	6, O P O St, Thana: Hare Street, 9433222175, Status: Advocate	A.D.S.R. SODEPUR, District: North 24-Parganas District: Kolkata, WEST BENGAL, Mobile No.:
[0110] Sale, Developm	ent Agreement or Construction	And inferior in vanceration
agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs :
Set Fort value	A STATE OF THE STA	[3,00,000/-]
Rs. 2/-		ENCOMERCE SERVICES
Stampoury Pale(SD) (2	A TOTAL DATE OF THE PARTY OF TH	Rs. 1,08,04,998/-
Rs. 20,021/- (Article:48	(g))	Rediscation FaetRaid (4-6) Rs. 3,021/- (Article:E, E, B)
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban

Land Details:

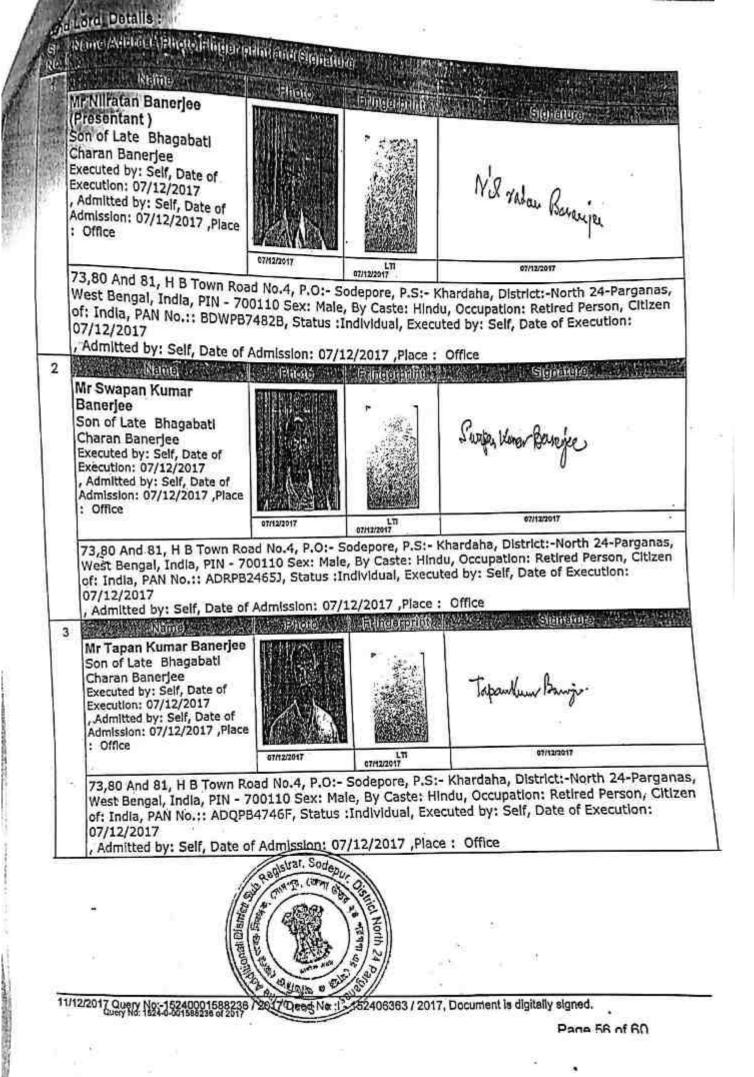
District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: H. B. Town No.05, Mouza: SODEPUR, Holding No:73 80 81, 73 80 81

Sch Na	Plot	Khallen Wumber	Lami Controls	Ust Litofa	/Alreator Land	Settranti) Value (links)		
	Contract Con	RS-941	Bastu Bastu		5 Katha	1/-		Property is on Road Adjacent to Metal Road,
	Connel	Total:			8.25Dec	1 /-	102,49,998 /-	

Structure Details:

		800 Sq Ft.	1/-	5,55,000/-	Structure Type: Structure
	On Land L1				· ジング (1972)
-				Computed Floor A	on of Structure: 20 Years, Roof Ty
- Gr	Floor, Area of flo	or: 800 Sq Ft.,F	Residential Use	, Cemented Ploor, A	age of Structure: 20 Years, Roof Typ
Di	icca, Extent of Co	mpletion: Compl	ete		





veveloper Details :

Sii | Name Address Ishoto Fingar pulmi and Signaturo

BUDDHAJIT REALITY

28/3, Joy Narayan Banerjee Lane, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036, PAN No.:: AARFB5238Q, Status:Organization, Executed by: Representative

Representative Details:

Kemeral Kemeral	Fluore 1-p	S Emple Pelon	Islamitude 4
Mr Avijit Saha Son of Mr Basudeb Saha Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office			Anisir sal

39, Joy Narayan Banerjee Lane, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CFIPS8983R Status: Representative, Representative of: BUDDHAJIT REALITY (as partner and attorney)

Identifier Details:

Mr Goutam Chakraborty
Son of Mr T P Chakraborty
6, O P O St, P.O:- Gpo, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By
6, O P O St, P.O:- Gpo, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By
6, O P O St, P.O:- Gpo, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By
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6, O P O St, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By
6, O P O St, P.S:- Hare Street, Male, By
7, PIN - Male, P

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Tran	ster of projectivy for list	
SI.No	From	To, with area (Name-Area)
1	Mr Nilratan Banerjee	BUDDHAJIT REALITY-2.75 Dec
2	Mr Swapan Kumar Banerjee	BUDDHAJIT REALITY-2.75 Dec
3	Mr Tapan Kumar Banerjee	BUDDHAJIT REALITY-2,75 Dec
Tirans	(arm) (ampany for Sil	
	From	To. with area (Name-Area)
1	Mr Nilratan Banerjee	BUDDHAJIT REALITY-266,66666700 Sq Ft
2	Mr Swapan Kumar Banerjee	BUDDHAJIT (7.65.66666700 Sq Ft
3	Mr Tapan Kumar Banerjee	BUDDHAJIT REALTY 286 6666700 Sq Ft

11/12/2017 Query No: -15240001588236 / 2017 Beet No: 152408363 / 2017, Document is digitally signed.

Endorsement For Deed Number: 1 - 152406363 / 2017

Cathlere of Admissibility (Rule 43 W.B. Redistration Rules (994) (2017)

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

Presentation United Section 52 & Rule 224(0) 46(1); WIB Reclaration Rules (1952)

Presented for registration at 12:03 hrs on 07-12-2017, at the Office of the A.D.S.R. SODEPUR by Mr Nilratan Banerjee, one of the Executants.

Certificate of Markor Value (Well PUM) rules of 2004))

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

Admission of Execution (Under Section 63, W.E. Registration Rubs) (1997). Execution is admitted on 07/12/2017 by 1. Mr Nilratan Banerjee, Son of Late Bhagabati Charan Banerjee, 73,80 And 81, H B Town Road No.4, P.O: Sodepore, Thana: Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person, 2. Mr Swapan Kumar Banerjee, Son of Late Bhagabati Charan Banerjee, 73,80 And 81, H B Town Road No.4, P.O: Sodepore, Thana: Khardaha, North 24-Parganas, WEST Charan Banerjee, 73,80 And 81, H B Town Road No.4, P.O: Sodepore, Thana: Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person, 3. Mr Tapan Kumar Banerjee, Son of BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person, 3. Mr Tapan Kumar Banerjee, Son of Late Bhagabati Charan Banerjee, 73,80 And 81, H B Town Road No.4, P.O: Sodepore, Thana: Khardaha, , North 24-Late Bhagabati Charan Banerjee, 73,80 And 81, H B Town Road No.4, P.O: Sodepore, Thana: Khardaha, , North 24-Late Bhagabati Charan Banerjee, 73,80 And 81, H B Town Road No.4, P.O: Sodepore, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person

Indetified by Mr Goutam Chakraborty, , , Son of Mr T P Chakraborty, 6, O P O St, P.O. Gpo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-12-2017 by Mr Avijit Saha, partner and attorney, BUDDHAJIT REALITY (Partnership Firm), 28/3, Joy Narayan Banerjee Lane, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal,

Indetified by Mr Goutam Chakraborty, , , Son of Mr T P Chakraborty, 6, O P O St, P.O: Gpo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 3,021/- (B = Rs 3,000/- ,E = Rs 21/-) and Payment of Fees Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2017 4:13PM with Govt. Ref. No: 192017180129391231 on 06-12-2017, Amount Rs: 3,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00JVOSZ7 on 06-12-2017, Head of Account 0030-03-104-001-16



06363 / 2017, Document is digitally signed.

Page 58 of 60

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tified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000/-,

Description of Stamp 1. Stamp Type Court-Fees, Amount: Rs.10/-Stamo hyperimbressed, Serial no 60330, Amount: Rs.5,000/-, Date of Purchase: 07/11/2017, Vendor name: A K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Child Chil

Maixneye 6hot

Maltreyee Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR North 24-Parganas, West Bengal



11/12/2017 Query No:-15240001588236 / 2017 Deed No :1 - 152406363 / 2017, Document is digitally signed.

Pane 59 of 60

Volume number 1524-2017, Page from 185369 to 185428 being No 152406363 for the year 2017.



Digitally signed by Maitreyee Ghosh Date: 2017.12.11 16:57:31 +05:30 Reason: Digital Signing of Deed.

Maitneyer Ghot

(Maitreyee Ghosh) 11-12-2017 16:51:48
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

