

06733/16

I. 6768/16



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 399301

13-32
 29/6/16
 Q.N. 655246/16.

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

R. Prudh
 District Sub-Registrar-II
 Alipore, South 24 Parganas

29 JUN 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the
29th day of June, Two Thousand Sixteen (2016)

BETWEEN

1) **SRI SANTOSH KUMAR MUKHERJEE, PAN - AWYPM0792R**, son of late Panchanan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at 25/7/1, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas & 2) **SMT. BANI CHAKRABORTY, PAN - ATRPC2846C**, wife of Sri Naresh Chandra Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at 155, Mahatma Gandhi Road, holding No. 25/7, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas, hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

AND

"M/S.BALAJI", a Proprietorship firm, having its registered Office at 353/3A, Mahatma Gandhi Road Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, represented by its Proprietor **SRI SANJAY AICH, PAN - AGEPA 9773G**, Son of Sri Nemai Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma

28/6/2016
Name: R. J. S.
Address: WENDO: MAMATA
ALIPORE JUDGES' HUNT
KOLKATA-700027

J.M.
17/7

Signature of Vendor



District Sub-Register-II
Alipore, South 24 Parganas

Sonju Das
S/O Haru Das
Sadepura UK Road Kal-82
P.S. Harindrapur
Dec - Business

Gandhi Road, Post Office Haridevpur, Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

WHEREAS the owner no. 1 herein, by way of purchased from the then owner Provakar Gangully, became the owner of a plot of land measuring 02 Cottahs 08 Chittaks, by way of a Deed of Conveyance, which was registered before the office of DR Alipore and was recorded in Book No. I, Deed No. 16349 for the year 1990.

AND WHEREAS the owner no. 1 herein after purchasing the above land recorded his name before the B.L. & L.R.O. and also recorded in Kolkata Municipal Corporation and since then the property has been known and numbered as KMC Premises No. 155A, Mahatma Gandhi Road, KMC Ward No. 122, Vide Assessee No. 411220716410, P.S. Haridevpur, Kolkata 700 082.

AND WHEREAS one Sahabuddin Mondal since deceased, was the absolute owner in respect of land

measuring 85 decimals and other land also lying and situated at Mouza Haridevpur, J.L. No. 12, under Khatian No. 50, Dag No. 634, P.S. the then Thakurpukur now Haridevpur, District South 24 Parganas.

AND WHEREAS after the demise of said Sahabuddin Mondal he left behind Samsuddin Mondal, Mafijuddin Mondal as his only sons, Saharjan Bewa as his wife and two daughter namely Sahenabanu and Laila Khatoon as his only legal heirs and successor and they became the joint owners of the property as per the Mohamadan Law.

AND WHEREAS the above persons while enjoying the said property jointly they to avoid future complicity and to proper utilization of the said land appointed a Surveyor for Survey of the entire land and on 16.07.75 by way of a Deed of Partition registered before the office of S.R. Alipore, partitioned the entire land as per their desire the said deed was recorded in Book No. I, Volume No. 104, Pages 217 to 226, Being No. 3642 for the year 1975.

AND WHEREAS as per the said Partition Deed Samsuddin Mondal one of the co-owners had been allotted **SCHEDULE - A** also marked in the Plan annexed therein.

AND WHEREAS the said Samsuddin Mondal after obtaining the said land by way of partition while enjoying a demarcated portion of land 06 Cottahs he due to urgent need of money while announce to sell the said land the present owner no. 2 herein purchased the said land by way of a Deed of Conveyance which was registered before the office of S.R. Alipore and was recorded in Book No. I, Volume No. 135, Pages 242 to 247, Being No. 5297 for the year 1975.

AND WHEREAS after purchasing the above land the present owner no. 2 while enjoying the said property she due to urgent need of money sold, transferred and conveyed a demarcated portion of land measuring 04 Cottahs out of the total land and since that time she is retaining a balance portion of land measuring 02 Cottahs and has been enjoying the same by mutating her name with the records of the Kolkata Municipal Corporation and since then the property has been known and numbered as KMC Premises No. 155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, and also recorded in the office of B.L. & L.R. in Khatian No. 1275.

AND WHEREAS the owner no. 1 herein due to some valid reason sold, transferred and conveyed undivided 01 Chittak of land out of his total land in favour of the owner no. 2 herein, by way of a registered Deed of Conveyance, dated 29th June, 2015, registered before the office of DSR II, Alipore, South 24 Parganas and was recorded therein Book No. 1, CD Volume No. 1602-2015, Pages from 36270 to 36296, Being No. 16026629 for the year 2015.

AND WHEREAS the owner no. 2 herein due to some valid reason sold, transferred and conveyed undivided 01 Chittak of land out of her total land in favour of the owner no. 1 herein, by way of a registered Deed of Conveyance, dated 29th June, 2015, registered before the office of DSR II, Alipore, South 24 Parganas and was recorded therein Book No. 1, CD Volume No. 1602-2015, Pages from 36242 to 36269, Being No. 16026628 for the year 2015.

THUS the present owners herein became the joint owners of **ALL THAT** piece and parcel of undivided land measuring about 04 Cottahs 08 Chittaks, be the same a little more or less, lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634. And thereafter the owners herein for proper

utilization of the above land amalgamated the two plots into a single plot through KMC and since then the property has been known and numbered as **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, which is more fully described in the **SCHEDULE - A** hereunder written and hereinafter referred to as the "**Said Premises**" and the owners herein enjoying the same by paying taxes regularly to the proper authority and using the said land free from all encumbrances.

AND WHEREAS while the present owners have been enjoying and possessing the entire land with structure as sixteen annas owners thereof, free from all encumbrances, the owners of the first part are desirous of developing the said premises by construction of new building for residential purpose, but due to insufficient of fund and lack of knowledge unable to do the same, and the owners herein while searching a developer for construction of a new Building by demolishing the existing structure, the other part herein being informed about the intention of the owners and have approached the owners to construct a new building and the owners being convinced with the said approach accepted the Developer's proposal with and accordingly both the parties have entered into this Development

Agreement on the following terms and conditions as are mentioned hereinafter.

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

ARTICLE - I
DEFINITIONS

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01 **OWNERS** : Shall mean 1) **SRI SANTOSH KUMAR MUKHERJEE**, son of late Panchanan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at 25/7/1, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas & 2) **SMT. BANI CHAKRABORTY**, wife of Sri Naresh Chandra Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at 155, Mahatma Gandhi Road, holding No. 25/7, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas the party of the First Part and shall include their representative, heir and assigns.

1.02 **DEVELOPER**: Shall mean **M/S.BALAJI**, a Proprietorship firm, having its registered Office at 353/3A,

Mahatma Gandhi Road Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, represented by its Proprietor **SRI SANJAY AICH**, Son of Sri Nemaï Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma Gandhi Road, Post Office Haridevpur, Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, the party of the other part and shall include its representative, heirs, successor-in-interest, successor-in-office and assigns.

1.03 SAID PREMISES: ALL THAT piece and parcel of land measuring 04 Cottah 08 Chittaks be the same a little more or less, together with 100 square feet structure standing thereon lying and situate at , lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634, now within the limits of the Kolkata Municipal Corporation being **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Pargana, more fully described in the **SCHEDULE 'A'** written herein below.

1.04 BUILDING : A proposed Building having residential character as per Building Plan to be sanctioned by the concerned authority.

1.05 **ARCHITECT** : Shall mean such Architect or Architects as may be appointed from time to time by the Developer at its own costs and expenses for designing, planning and supervising the proposed building at the said premises.

1.06 **COVERED AREA**: Shall mean Inside Area Plus Proportionate Area of four sides wall and proportionate share of stairs.

1.07 **SUPER BUILT UP AREA OF THE UNIT**: Shall mean the total covered area of the unit, as certified by the Architect for the time being of the building/s, plus proportionate share of common areas, as shall be determined by the Developer in consultation with the owners and the Architect and aggregate of both shall be deemed to be Super Built up area of the Unit.

1.08 **PLANS**: Shall mean the Building plans with the maximum available F.A.R. to be submitted to the concerned authority in the names of the Owners of the First Part in respect of a multi storied building at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as may make subsequently upon sanction by the concerned authority.

1.09 **COMMON AREA:** Shall mean and include outside corridors, stairways, outside passage ways drive way, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tank and other areas meant for common enjoyment of the buyers/ occupants in the said premises.

1.10 **COMMON FACILITIES AND AMENITIES:** Shall mean and include stair-ways, water pumps and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyer/ occupants.

1.11 **OWNER'S ALLOCATION:** The owner no. 1 shall get – two flats, out of which one flat on the first floor, north/road side, measuring about 710 square feet super built area and a flat, on the third floor, south-eastern side, measuring about 700 square feet super built up area and a car parking space in the ground floor together with the undivided proportionate share on the ground land along with common areas and facilities of the proposed building. Apart from that the developer shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only as adjustable advance to the owner no.1, which shall be paid by the developer at the time of execution of this agreement.

The owner no. 2 shall get – two flats, out of which one flat on the first floor, north-western side, measuring about 680

square feet super built area and a flat, on the third floor, north-western side, measuring about 680 square feet super built up area together with the undivided proportionate share on the ground land along with common areas and facilities of the proposed building. Apart from that the developer shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only as non-refundable amount to the owner no.2, which shall be paid by the developer at the time of execution of this agreement.

1.12 DEVELOPER'S ALLOCATION: The Developer shall get the remaining portion of the proposed new building in the manner of flats and car parking spaces, after handing over the owner' allocation as mentioned above, together with the undivided proportionate share on the ground land, along with proportionate share of land and common areas, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by the owners /First Party to the Developer's nominated person or persons.

1.13 ARCHITECT : Shall mean any qualified person or persons or firm appointed or nominated by the developer at its own cost as architect or architects of the building to be constructed on the said premises at the entire cost and expenses of the developer.

- ✓ 1.14 **FLOOR AREA RATIO** : Shall mean the maximum floor area ratio available for construction of the premises according to prevailing municipal law considering the total area of the said **SCHEDULE 'A'** premises.
- ✓ 1.15 **BUILDING MATERIALS** : Shall mean the materials including Doors and windows and other fittings, fixtures for construction and completion of the proposed building properly described in the **JOB-SPECIFICATION** hereunder written.
- ✓ 1.16 **ENCUMBRANCES** : Shall mean charges, liens, listeners, claims, liabilities, trusts, demands, acquisition and requisition.
- ✓ 1.17 **COMMON EXPENSES** : Shall mean the expenses to be incurred by the parties.
- ✓ 1.18 **TIME** : Shall mean the construction shall be completed by the builder/developer within 24⁷ from the date of obtaining sanction plan from the Kolkata Municipal Corporation. The Developer shall a further period of three months in the event of force majeure.

✓1.19 **TRANSFEROR:** shall mean the owners as well as Developer in respect of their respective shares.

✓1.20 **TRANSFeree:** Shall mean the person, firm, company, association of persons or co-operative society to whom any flat/ unit in the building is intended to be transferred by the owners and/or the developer.

1.21 **DEMOLITION AND DEBRIS:** The developer shall at its risk and responsibility shall demolish the existing building and collected Debris at his benefit.

1.22 **SHIFTING :** The developer shall bear the shifting charges of the owners during the period of construction.

ARTICLE - II

OWNER'S RIGHTS & REPRESENTATIONS

2.01 That the total area comprised in the said premises is 04 Cottahs 08 Chittaks, more fully described in the **SCHEDULE 'A'** written herein below.

2.02 The Owners will furnish all original documents to the Developer in respect of the **SCHEDULE 'A'** property, but the Developer have no right to mortgage the same before any financial institution. After completion of the project, the

developer will return back the said original document to the owner.

2.03 The owners shall put the Developer in possession of the said premises with full power and right to commence carry on and complete development thereof in terms of the proposed building sanction plan of the K.M.C. the said permission to develop the said premises will be personal to the Developer and under no circumstances the Developer will assign his right to develop to any other party without prior written consent of the owners , which the owners are not bound to provide to the developer.

2.04 The developer will be deemed to be in possession of the said premises and will be free to do all acts, deeds and things required for the development of the said premises as per sanctioned plan at his own costs, expenses and risks. The name of the complex or building therein shall be such as may be mutually decided by the developer and the owners and no personal name will be entertained.

2.05 That with the consent and approval of the owners the developer will submit Building Plans in the name of the owners or apply for any other sanctions, permission or approvals. It is clear understood that all the fees and costs

and expenses relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer.

2.06 The owners will convey and/or transfer the proportionate share in the total land appertaining to the Developer's allocation, free from all encumbrances to the developer or the persons nominated by the developer after handed over the owner' allocation to the owners by the developer.

2.07 The owners shall become absolutely entitled to deal with their allocation as and when required from time to time and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

ARTICLE - III

DEVELOPER'S RIGHT & REPRESENTATIONS

3.1 The owners hereby grants, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises.

3.2 The Developer shall be entitled to prepare modify and/or alter the Building Plans in consultation with the owners and to submit the same to concerned authority in the name of

the owners at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architect's Fees, charges and expenses required to be paid or deposited for obtaining the sanction from the concerned authority for construction of Building on the said premises. However if on the request of any prospective purchaser, any particular internal modification/alteration is made in that event the purchaser of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification /alteration to the concerned authority.

✓ **PROVIDED HOWEVER** the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the Developer for construction. The owners hereby undertakes that if such refund of payment and/or deposits is made in the names of the owners, as the Building Plans will be submitted in the names of the owners.

3.3 The developer declares and undertakes that he will develop the entire premises by construction of one building of the said premises.

✓ 3.4 The Building will be constructed with new First Class Building materials and good workmanship and with such specifications more fully described/mentioned in the **SCHEDULE 'D'** hereunder written and strictly in accordance with Building Plans with such internal additions,

modifications and alterations therein as be designed with the consultant and approval of the owners and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary Body or Authorities.

3.5 The developer will proceed expeditiously in all matter of development thereof by preparation of Building plan and must obtain the sanction of the building plan as early as possible.

✓3.6 Both party hereby agreed that the owners will be fully entitled to enjoy the owner's allocation and entitled to sell, convey, gift or otherwise alienate and/or transfer their interest in any manner to any person, Association of Persons, firm, companies, body-corporate, co-operative societies, Government Agencies etc. and the Developer also entitled to sell, convey, gift or otherwise alienate and/or transfer his interest in any manner to any person, Association of persons, firm, companies, body-corporate, co-operate societies, government agencies etc. after taking written consent/power of Attorney of the owner.

3.7 The Developer shall complete the project of development of the said premises including all facilities and amenities within 24 months from the date of obtaining sanctioned building plan and handover possession of the

owner's allocation. But the developer shall submit the building plan before the Kolkata Municipal Corporation within six months from this agreement. If the developer fails and neglects to perform the covenant i.e. to complete the building in accordance with the specification in the **SCHEDULE 'D'** and fully completed with all common facilities, enjoyments and amenities within the period mentioned above provided that if any time is lost due to **FORCE MAJEURE** then so much of the time, as is so lost, will be further added to the period of another 6 (six) months. Time is the essence of this agreement.

3.8 That if the Developer failed and neglected to handover the owner's allocation within the above period with force majeure if be added in that event the developer has to pay Rs.100/- (Rupees One Hundred) per month as compensation to the owners.

3.9 In case of any amendment and/or changes by the concerned offices present rules and regulations and conditions and/or provisions under any statute for carrying out the construction work mentioned hereinabove it would be the responsibility of the developer to comply therewith at its own costs and expenses and the owners will extend all possible discussion and render all assistance, if necessary to the developer in complying therewith.

3.10 The Developer shall remain responsible to clear all the outgoings, statutory dues of concerned offices and all other rates and taxes in respect of the said premises from the date of handing over possession to the developer by the owners till the date of handing over owner's allocation, completed in all respects as per specification of construction work mentioned in the **SCHEDULE 'D'** hereunder written to the owner. Thereafter, the parties hereto shall bear and pay all outgoings in respect of their respective allocation/areas in the proposed building and each party shall keep the other served harmless and indemnified in respect thereof.

3.11 The Owners will not be in any way responsible for the construction of the units/flats comprised in the developer's allocation and/or regarding delivery of units/flats, nor the owners will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the developer and intending purchasers.

3.12 The developer hereby indemnify and keep indemnified the owners against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the owners on account of arising out of any breach of any of these terms or any laws including labour law, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any

Third Party in respect of such construction or otherwise however.

3.13 The developer affirms to deliver the area allocable to the owners as per the specification mentioned in the **SCHEDULE 'D'**.

3.14 That the owners shall handover the said land in favour of the developer free from all encumbrances without any occupier/s or trespasser/s.

ARTICLE - IV
MISCELLANEOUS

4.1 The owners immediately after signing of this agreement shall execute a General Power of Attorney in favour of the developer for manage, control and supervise the project.

4.2 The developer at the time of development shall be entitled to construct Godown and put up sign Boards and Hoardings, on the said premises on temporary basis and shall be entitled to advertise in the Daily News Papers for Sale of Developer's allocation after execution of these presents for the purpose of this agreement. Similarly the owners may be entitled to advertise in the daily news papers for sale of owner's allocation.

4.3 The owners will join as the party in any Agreement where the Developer may enter any Agreement with the purchaser /purchasers in respect of any Unit/Flats along with common facilities of the Developer's allocation in the building, but the owners need not sign the Memo of Consideration part thereof. Similarly, if required by the owner, the developer will join as confirming party in respect of any agreement of owner's allocation in the proposed building.

4.4 If the owners after accepting the possession of the owner's allocation from the developer as per agreement if the developer takes proper written consent to sale any particular person from owners fails and/or neglects to execute and register the Sale Deeds then the developer will have all rights to get the sale deeds executed and registered through proper court of law.

4.5 It is agreed by both the parties that the owners shall have all rights to inspect the day to day progress of the construction of the Building and their suggestions should be regarded by the Developer and its Engineer with regard to the construction.

4.6 The owners will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said premises including rent, property taxes,

water and electricity charges, municipal dues, taxes and other outgoings upto the date of handing over possession to the developer for construction. After hand over possession to the developer by the owners, the developer will borne all rates and taxes etc. till completion of project and thereafter the developer and the owners shall bear all the costs in proportion to their respective shares.

4.7 That the developer for betterment of project can amalgamate this land with another adjacent plot of land at its own risk and cost and for which the owners shall give their consent.

4.8 That the developer at the cost of the owners shall bring electric meters in the name of the owners or their other family members in respect of the owner's allocated portion only.

ARTICLE - V

FORCE MAJEURE

5. **FORCE MAJEURE** Shall mean flood, earth quake, riot, war, storm tempest.

ARTICLE - VI
JURISDICTION

6. Only the court within the ordinary original civil jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this agreement and/or development agreement, including the Arbitration Proceedings etc. will be at Kolkata jurisdiction.

THE SCHEDULE 'A ABOVE REFERRED TO

(ENTIRE LAND)

ALL THAT piece and parcel of land measuring 04 Cottah 08 Chittaks be the same a little more or less, together with 200 square feet structure standing thereon, lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634, now within the limits of the Kolkata Municipal Corporation being **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, the said property is butted and bounded as follows:-

ON THE NORTH	:	6 feet KMC Road.
ON THE SOUTH	:	Chaitali Mujamders.
ON THE EAST	:	17 feet wide KMC Road.
ON THE WEST	:	Sandip Jana.

THE SCHEDULE 'B' ABOVE REFERRED TO

(Owner's Allocation)

The owner no. 1 shall get – two flats, out of which one flat on the first floor, north/road side, measuring about 710 square feet super built area and a flat, on the third floor, south-eastern side, measuring about 700 square feet super built up area and a car parking space in the ground floor together with the undivided proportionate share on the ground land along with common areas and facilities of the proposed building. Apart from that the developer shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only as adjustable advance to the owner no.1, which shall be paid by the developer at the time of execution of this agreement.

The owner no. 2 shall get – two flats, out of which one flat on the first floor, north-western side, measuring about 680 square feet super built area and a flat, on the third floor, north-western side, measuring about 680 square feet super built up area together with the undivided proportionate share on the ground land along with common areas and

facilities of the proposed building. Apart from that the developer shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only as non-refundable amount to the owner no.2, which shall be paid by the developer at the time of execution of this agreement.

THE SCHEDULE 'C' ABOVE REFERRED TO

(Developer's Allocation)

The Developer shall get the remaining portion of the proposed new building in the manner of flats and car parking spaces after handing over the owner's allocation as mentioned in the Schedule 'B' herein above together with the undivided proportionate share on the ground land, along with proportionate share of land and common areas, facilities and amenities including the open spaces of the premises, proposed to be constructed at K.M.C. Premises No. 155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Pargana which shall be ultimately conveyed by the OWNERS /First Party to the Developer's nominated person or persons.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Job Specification)

FOUNDATION : The building is designed on R.C.C. Footing and Frame as per Design.

WALLS : All the external walls shall be 200mm thick brick wall with cement plaster.

All internal Partition walls shall be 75mm thick Brick walls with both side cement plaster.

DOOR & WINDOW: All the door will be of flush door and all the windows will be sliding aluminum windows.

DOOR & WINDOW FITTINGS : All the doors will be fitted with sal wood frame & all doors shutters shall be of 32 mm thick flash doors. With water proof ply but the main door will be of sagoon wood and a collapsible gate in the main entrance of each flat only in owners allotted portion.

FLOORING : All the Floors of the said flat shall be provided with marble (white of 2 feet X 2 feet size), kitchen and toilet shall have 6'-0" High Glazed Tiles (Coloured) over skirting on all sides, W.C. wall will be same as toilet. Kitchen will have 2'-1/2" High glazed coloured tiles over the granite table of 22" granite top and also a steel sink will be fixed.

INTERNAL FINISHED TO WALLS : All interior walls, ceilings of rooms, verandah, kitchen-cum-dining living and toilets, W.C. shall be finished in Plaster of Paris and the Door shutter will be one coat primer.

SANITARY & PLUMBING : All the internal Horizontal Soil and Waste Pipes shall be of 60mm. and 100mm P.V.C. Pipes joint in cement. All the vertical soil, vent and waste water pipes shall be in 50 mm to 100mm Dia P.V.C. pipes joined with Cement Mortar and exposed to walls. All the Rain water pipes shall be 100 mm dia in good quality of P.V.C. pipes.

All the outside water supply pipes shall be P.V.C., Concealed to walls and the Toilet and Kitchen water line will be of P.V.C. pipe fitted. All the Toilets will be fitted with commode with Low-Down P.V.C. Cistern. 1 Nos. 16" X 20" white wash basin, shower with cold water provisions, bath room fittings such as stop cock, bib-cock, pillar cock etc. with ISI Brand.

ELECTRIFICATION : All the internal wiring shall be concealed in Plaything conduct, all wires shall be of copper, all switch Boards of Havells with walls with "Havells" cover and all switches of Havells Brand.

All bed rooms shall be provided with 3 nos. light points plus 1 no. fan point and 1 no. 5 amp. Plug point and 1 no. A.C. Point. All living rooms 4 nos. of light point plus 1 nos. fan point, 1 no. 5 amp. Plug point

Dining space shall be provided with 3 nos. light point + 1 no. 15 amp. Plug point. In the Toilet there will be one light point and 1 no. Gizzer Point.

Kitchen - 15 amp 2 nos. and 5 amp 1 no. plug points, light point - 2 nos.

Both the verandah shall be provided with 1 No. light point.

WATER SUPPLY: Each Flat will be provided with Water supply line P.V.C. Overhead Water tank, Overhead Tank shall be filled up by water from the underground submersible pump for all the flats.

GENERAL: all the internal approach road shall be of cement concreted (Jhama). Brick Boundary wall upto a Height 5' with Both Side Plaster. Each flat shall have separate electric meter and the cost will be borne by all the flat holder/ purchasers individually.

Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the owners/purchasers in advance.

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

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF :-

1. *Harish Ch. Chakraborty*
25/7 Baroda Sarani - 82
Barnichakraborty

Sambhu kr. Mukherjee
SIGNATURE OF THE OWNERS

2. *Rajesh Dutta*
Adv
Alipore Judges Court, K-27

BALAJI
Balraj Alu
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me :-

Rajesh Dutta
Adv
(Rajesh Dutta)
Advocate KRS/1074/99

Alipore Judges' Court,
Kolkata 700027

Typed by me :-

Sandeep Datta

Alipore Judges' Court,
Kolkata 700027.

MEMO OF CONSIDERATION
MEMO

RECEIVED by the within named owner no. 1 from the within named developer a sum of Rs.1,00,000/- (Rupees One Lakh) only as adjustable amount in the following manner:-

(Rupees One Lakh) only

WITNESSES:-

1. *Naresh Ch. Chakraborty*

2. *Rajesh Kumar*
Sanjay Kumar
SIGNATURE OF THE OWNER NO. 1

MEMO OF CONSIDERATION**MEMO**






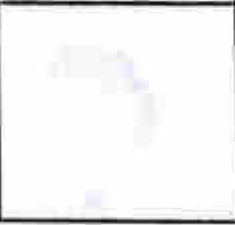


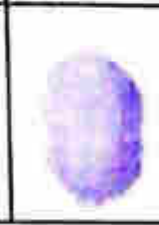

RECEIVED by the within named owner no. 2 from the within named developer a sum of Rs.1,00,000/- (Rupees One Lakh) only as non-refundable amount in the following manner:-

(Rupees One Lakh) only

WITNESSES:-






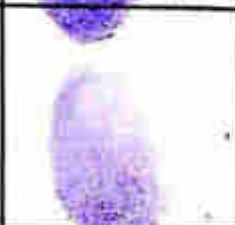




1. *Prakash C. Chakrabarty*

2. *Rajesh Kumar*
Banichakraborty
SIGNATURE OF THE OWNER NO. 2

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








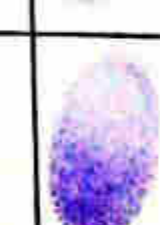


Name.....

Signature..... *Sambath kr. Mukherjee*

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

Name.....

Signature..... *Barnimukherjee*

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

Name..... *SANJOY AICH*

Signature..... *Sanjoy Aich*



2. 6768/16

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

Query No / Year	16020000655246/2016	Query Date	16/05/2016 9:06:11 PM
Office where deed will be registered	D.S.R. -II SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	RAJESH DUTTA		
Address	Thana : Alipore, District : South 24-Parganas, WEST BENGAL		
Applicant Status	Advocate		
Other Details	Mobile No. : 9831703958		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Rs. 2/-	Total Market Value:	Rs. 66,74,999/-
Stampduty Payable	Rs. 10,021/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 2,242/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any Information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



Query No: 16020000655246/2016, 29/06/2016 01:51:20 PM SOUTH 24-PARGANAS (D.S.R. II)

Land Details

Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
District: South 24-Parganas, P.S.- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Kabar Danga More -- Karunamoyee Ghat Road (Premises located NOT on M.G.Road)) . . Premises No. 155, Ward No: 122	(Kabar Danga More -- Karunamoyee Ghat Road (Premises located NOT on M.G.Road))	4 Katha 8 Chatak	1/-	66,14,999/-	Proposed Use: Bastu, Width of Approach Road: 17 Ft.,

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
7	Floor No: 1	200 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure

Land Lord Details

Sl No.	Name & Address	Status	Execution And Admission Details	Other Details
1	Mr SANTOSH KUMAR MUKHERJEE Son of Late PANCHANAN MUKHERJEE 25/7/1, BARADA SARANI, P.O:- HARIDDEVPUR, P.S.- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700082	Individual	Executed by: Self, To be Admitted by: Self.	Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. AWYPM0792R,
2	Smt BANI CHAKRABORTY Wife of Mr NARESH CHANDRA CHAKRABORTY 25/7, BARADA SARANI, P.O:- HARIDDEVPUR, P.S.- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700082	Individual	Executed by: Self, To be Admitted by: Self.	Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ATRPC2846C.



Query No: 16020000655246/2016, 29/06/2016 01:47:34 P.M. (SOI III - PARGANAS WEST BENGAL - II)

Developer Details				
No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	M/S BALAJI 353/3A, MAHATMA GANDHI ROAD, P.O:- HARIDDEVPUR, P.S:- Thakurpukur, District- South 24-Parganas, West Bengal, India, PIN - 700082	Organization	Executed by: Representative,	PAN No. AGEPA9773C,

Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr SANJAY AICH 353/3A, MAHATMA GANDHI ROAD, P.O:- HARIDDEVPUR, P.S:- Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN - 700082	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India,		M/S BALAJI (as PROPRIETOR)

Identifier Details		
Identifier Name & Address	Other Details	Identifier of
Mr SANJU DAS Son of Mr HARU DAS SODEPUR K K ROAD, P.O:- HARIDDEVPUR, P.S:- Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN - 700082	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India;	Mr SANTOSH KUMAR MUKHERJEE, Smt BANI CHAKRABORTY, Mr SANJAY AICH

Transfer of Property from Land Lord To Developer				
Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	Mr SANTOSH KUMAR MUKHERJEE	M/S BALAJI	3.7125 Dec	50
L1	Smt BANI CHAKRABORTY	M/S BALAJI	3.7125 Dec	50

Transfer of Property from Land Lord To Developer				
Sch No.	Land Lord Name	Developer Name	Transferred Area	Transferred Area in(%)
S1	Mr SANTOSH KUMAR MUKHERJEE	M/S BALAJI	100 Sq Ft	50
S1	Smt BANI CHAKRABORTY	M/S BALAJI	100 Sq Ft	50

For information only



Query No: 16020000655246/2016, 29/06/2016 01:47:33 PM (M/S BALAJI, Smt BANI CHAKRABORTY, Mr SANJAY AICH)

Seller, Buyer and Property Details
Land & Developer Details

Presentant Details

Name, Address, Photo, Finger print and Signature of Presentant

Mr SANTOSH KUMAR MUKHERJEE
 Son of Late PANCHANAN MUKHERJEE
 25/7/1, BARADA SARANI, P.O:- HARIDEVPUR,
 P.S:- Thakurpukur, District:-South 24-Parganas,
 West Bengal, India, PIN - 700082



29/06/2016 3:07:13 PM



LTI

29/06/2016 3:07:25 PM

Santosh Kr. Mukherjee

29/06/2016 3:07:53 PM

Land Lord Details

Name, Address, Photo, Finger print and Signature

Mr SANTOSH KUMAR MUKHERJEE
 Son of Late PANCHANAN MUKHERJEE
 25/7/1, BARADA SARANI, P.O:- HARIDEVPUR,
 P.S:- Thakurpukur, District:-South 24-Parganas,
 West Bengal, India, PIN - 700082 Sex: Male, By
 Caste: Hindu, Occupation: Retired Person, Citizen
 of India, PAN No. AWYPM0792R.; Status :
 Individual; Date of Execution : 29/06/2016; Date of
 Admission : 29/06/2016; Place of Admission of
 Execution : Office



29/06/2016 3:07:13 PM



LTI

29/06/2016 3:07:25 PM

Santosh Kr. Mukherjee

29/06/2016 3:07:53 PM



Developer Details

Name, Address, Photo, Finger print and Signature

ANIS BALAJI

353/3A, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700082 PAN No. AGEPA9773G,; Status : Organization, Represented by representative as given below:-

Mr SANJAY AICH

353/3A, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 29/06/2016; Date of Admission : 29/06/2016; Place of Admission of Execution : Office



29/06/2016 3:06:34 PM



LTI

29/06/2016 3:06:47 PM

Sanjay Aich

29/06/2016 3:07:03 PM

Identifire Details

SL No.	Identifier Details		
	Identifier Name & Address	Identifier of	Signature
1	Mr SANJU DAS Son of Mr HARU DAS SODEPUR K K ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr SANTOSH KUMAR MUKHERJEE, Smt BANI CHAKRABORTY, Mr SANJAY AICH	<i>Sanju Das</i> 29/06/2016 3:08:59 PM

C. Transacted Property Details

Sch No.	Property Location	Land Details		Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
		Plot No & Khetian No	Area of Land			



Property Location	Land Details				
	Plot No & Khallan No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
South 24-Parganas, P.S.- Kharapukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Kabar Danga More – Karunamoyee Ghat Road (Premises located NOT on M.G.Road)) . . Premises No. 155, Ward No: 122	(Kabar Danga More – Karunamoyee Ghat Road (Premises located NOT on M.G.Road))	4 Katha 8 Chatak	1/-	66,14,999/-	Proposed Use: Bastu, Width of Approach Road: 17 Ft.,

Structure Location	Area of Structure	Structure Details		
		Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
Floor No: 1	200 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
On Land L1	200 Sq Ft.	1/-	60,000/-	

Sch No.	Transfer of Property from Land Lord to Developer			
	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr SANTOSH KUMAR MUKHERJEE	M/S BALAJI	3.7125	50
	Smt BANI CHAKRABORTY	M/S BALAJI	3.7125	50

Sch No.	Transfer of Property from Land Lord to Developer			
	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr SANTOSH KUMAR MUKHERJEE	M/S BALAJI	100 Sq Ft	50
	Smt BANI CHAKRABORTY	M/S BALAJI	100 Sq Ft	50

Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	RAJESH SUTTA
Address	Thana, District: South 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the D.S.R. - I | SOUTH 24-PARGANAS, District: South 24-Parganas
Endorsament For Deed Number : I - 160206768 / 2016

16020000655246/2016 Serial no/Year 1602006733 / 2016
I - 160206768 / 2016

[0110] Sale, Development Agreement or Construction agreement

Mr SANTOSH KUMAR MUKHERJEE Presented At Office

29-06-2016 Date of Presentation 29-06-2016

29/06/2016

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

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

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

Presented for registration at 13:32 hrs on : 29/06/2016, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr SANTOSH KUMAR MUKHERJEE, one of the Executants.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 66,74,999/-

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

Execution is admitted on 29/06/2016 by

Mr SANTOSH KUMAR MUKHERJEE, Son of Late PANCHANAN MUKHERJEE, 25/7/1, BARADA SARANI, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Hindu, By Profession Retired Person

Indetified by Mr SANJU DAS, Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Hindu, By Profession Business

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

Execution is admitted on 29/06/2016 by

Smt BANI CHAKRABORTY, Wife of Mr NARESH CHANDRA CHAKRABORTY, 25/7, BARADA SARANI, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Hindu, By Profession Service

Indetified by Mr SANJU DAS, Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Hindu, By Profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 29/06/2016 by



Mr SANJAY AICH PROPRIETOR, M/S BALAJI, 353/3A, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR,
P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Mr SANJAY AICH, Son of
Mr NEMAI CHANDRA AICH, 353/3A, MAHATMA GANDHI ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur,
South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Hindu, By profession Business
Identified by Mr SANJU DAS, Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana:
Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700082, By caste Hindu, By Profession
Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,242/- (B = Rs 2,189/- ,E = Rs 21/-
,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 2,242/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Draft Rs
10,000/-, by Stamp Rs 50/-

Description of Stamp

1. Rs 50/- is paid on Impressed type of Stamp, Serial no 2704, Purchased on 28/06/2016, Vendor named
Mamatajuddin Gazi.

Description of Draft

1. Rs 10,000/- is paid, by the Draft(8554) No: 000404156173, Date: 28/06/2016, Bank: STATE BANK OF INDIA
(SBI), COMMERCIAL BR BALLYGUNGE.

(Signature)

(Rina Chaudhury)

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



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2016, Page from 196802 to 196844
being No 160206768 for the year 2016.



Digitally signed by RINA CHAUDHURY
Date: 2016.06.30 17:44:26 +05:30
Reason: Digital Signing of Deed.

R. Chaudhury

(Rina Chaudhury) 30/06/2016 17:44:25
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)