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Additional District Sub-Registrar
 Coaspore, Dum Dum, 24-Pps. (North)

06 APR 2018

DEVELOPEMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 06th day of April 2018 (Two Thousand and Eighteen) A.D.

27 FEB 2018

27 FEB 2018

NAME - Kousik Saha
 ADD -
 P.S. -
 District - Barrasat
 27 FEB 2018
 S. CHATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, R. S. Roy Road, Kol-1

201574



Kousik Saha
 Advocate
 c/o Mr. B.C. Saha
 Barrasat Sub-judicial Court
 P.O. + P.S. - Barrasat
 Kalkata - 700124
 Dist - 24 Pgs (N)

Addl. District Sub-Registrar
 Comptone Dum-Dum 24 Pgs (N)

06 APR 2018

BETWEEN

SRI SHANKAR LAL YADAV(PAN-AGOPY7683H), son of Late Chunilal Yadav, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 262, R.N. Guha Road, P.O.- Motijheel, P.S.-Dum Dum, Kolkata- 700 074, District- North 24-Parganas, hereinafter referred to and called as the '**OWNER**' (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **FIRST PART;**

AND

MITRA BUILDERS (PAN-AZWPM4021G), a Proprietorship Firm, having its office at 22, Nagerbazar Road, P.O.- Motijheel P.S.- Dum Dum, Kolkata- 700 074, District- North 24-Parganas represented by its Proprietor - **SRI ASHIM MITRA(PAN-AZWPM4021G)**, son of Late Badal Chandra Mitra, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 22, Nagerbazar Road, P.O.- Motijheel, P.S.- Dum Dum, Kolkata- 700 074, District- North 24-Parganas, hereinafter referred to and called as the '**DEVELOPER**' (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **SECOND PART.**

[A] WHEREAS one Bhaglu Parshi was the recorded owner in respect of 10 Cottahs of land more or less, situated at Mouza-Satgachi, Pargana-Kalikata, J.L. No. - 20, Re Su No.-154, Touzi No.-160, comprising in C.S. Dag No.-7 & 5, under Zamindari Khatian No.-33 Ka, C.S. Khatian No.- 35 & 834, under P.S.- Dum Dum, District- 24-Parganas and thus seized and possessed of the same, died intestate leaving behind his Two sons, namely, Hiralal Parshi and Ramraj Parshi as his legal heirs to inherit the aforesaid land as per Dayabhaga School of Hindu Law.

AND WHEREAS aforesaid Hiralal Parshi and Ramraj Parshi thus by way of inheritance got possession of the aforesaid land and to enjoy their share of land in a demarcated way by virtue of a Deed of Partition dated 10/02/1948 partitioned the aforesaid 10 Cottahs of land more or less, situated at Mouza-Satgachi, Pargana-

Kalikata, J.L. No.-20, Re Su No.-154, Touzi No.-160, comprising in C.S. Dag No.-7 & 5, under Zamindari Khatian No.-33 Ka, C.S. Khatian No.- 35 & 834, under P.S.-Dum Dum, District- 24-Parganas, and the said Deed of Partition was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.-I, Volume No.-15, Pages 139 to 142, Being No.-640 for the year 1948.

AND WHEREAS aforesaid Hiralal Parshi and Ramraj Parshi by virtue of Registered Deed of Partition became owners of 5(Five) Cottahs of land in each and thus seized and possessed of the same by paying rents and taxes thereon and subsequently their names are recorded in the R.S. Record of Right of R.S. Dag No.- 52 to 56, under R.S. Khatian No.-35 & 834.

AND WHEREAS aforesaid Hiralal Parshi by virtue of a Registered Bengali Kobala Deed 08/02/1952 transferred 5(Five) Cottahs of land more or less along with structure, situated at Mouza-Satgachi, Pargana-Kalikata, J.L. No.-20, Re Su No.-154, Touzi No.-160, comprises in C.S. Dag No.-7 & 5, under Zamindari Khatian No.-33 Ka, C.S. Khatian No.-33, having Municipal Holding No.-114/1, R.N. Guha Road, under P.S.-Dum Dum, District-24-Parganas, in favour of Sri Pulin Behari Roy, son of Late Manomohan Roy, of Pandey Road, Calcutta, and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.-1, Volume No.-14, Pages 171 to 172, Being No.-509 for the year 1952.

AND WHEREAS aforesaid Pulin Behari Roy by virtue of aforesaid Deed got possession of the aforesaid land and thus seized and possessed of the same died intestate leaving behind his only son, Sri Dinesh Chandra Roy, as his only legal heir to inherit the aforesaid property as per Dayabhaga Law Hindu Succession and subsequently aforesaid Dinesh Chandra Roy, son of Late Pulin Behari Roy of Prataditya Nagar Colony, Gorakshabasi Road, P.S.-Dum Dum, District-24-Parganas, on 10/11/1954 by virtue of a Bengali Kobala Deed transferred aforesaid 5(Five) Cottahs of land along with structure, situated at Mouza-Satgachi, Pargana-Kalikata, J.L. No.-20, Re Su No.-154, Touzi No.-160, comprises in C.S. Dag No.-7 & 5, under Zamindari Khatian No.-33 Ka, C.S. Khatian No.-33, having Municipal Holding No.-114/1, R.N. Guha Road, under P.S.-Dum Dum, District-24-Parganas, in favour of Sri Chandidas Bandyopadhyay, son

of Late Jatindra alias Jatish Chandra Bandyopadhyay, of 8A, Narasingha Avenue, P.S.-Dum Dum, Calcutta, District-24-Parganas and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.-1, Volume No.-81, Pages 158 to 160, Being No.-6001 for the year 1954. Be it pertinent to mention here that for the correction of measurement of land Hiralal Parshi and his daughter Sona Parshi on 09/12/1960 executed a Deed of Relinquishment (Nadabi Patra in Bengali form) in favour of Chandidas Bandyopadhyay and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.-1, Volume No.-217, Pages 268 to 270, Being No.-9157 for the year 1960.

AND WHEREAS aforesaid Chandidas Bandyopadhyay, by virtue of aforesaid Deed got possession of the aforesaid land and mutated his name in the record of the South Dum Dum Municipality and thus seized and possessed of the same as sole and absolute owner on 16/01/1963 by virtue of a Registered Bengali Kobala Deed transferred 02 Cottahs 08 Chittacks more or less land along with structure situated at Mouza-Satgachi, Pargana-Kalikata, J.L. No.-20, Re Su No.-154, Touzi No.-160, comprises in C.S. Dag No.-7 & 5, R.S. Dag No.- 53 (formerly 5/53 then 53 then 52), 55 (formerly 7/55), 56 under Zamindari Khatian No.-33 Ka, C.S. Khatian No.-33, R.S. Khatian No.-834 & 35, under P.S.-Dum Dum, District-24-Parganas, in favour of Sri Tarun Chandra Pal Chowdhury, son of Late Radha Raman Pal Chowdhury, of Dum Dum Shyamnagar, The Health Home, P.S.- Dum Dum, Calcutta- 700028, and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.- 1, Volume No.- 9, Pages from 199 to 203, Being No. - 256 for the year 1963 and subsequently aforesaid Chandidas Bandyopadhyay by virtue of a Registered Bengali Kobala Deed dated 27/11/1963 repurchased the said land from aforesaid 02 Cottahs 08 Chittacks more or less land along with structure from aforesaid Tarun Chandra Pal Chowdhury and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.- 1, Volume No.- 125, Pages from 127 to 129, Being No. - 8788 for the year 1963 and aforesaid Chandidas Bandyopadhyay on 30/12/1963 by virtue of a Registered Bengali Kobala Deed further sold, conveyed the aforesaid 02 Cottahs 08 Chittacks more or less land along with structure along with passage measuring 05 Decimals i.e. total 02

Cottahs 13 Chittacks more or less land in favour of Sri Dilip Kumar Dutta, son of Sri Ramesh Chandra Dutta, of Krishangar City, P.S.- Krishnagar, District- Nadia and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.- I, Volume No.- 13, Pages from 01 to 05, Being No.-17 for the year 1964 and retained 02 Cottahs 08 Chittacks 20 sq. ft. more or less land.

AND WHEREAS aforesaid Dilip Kumar Dutta by virtue of aforesaid Deed got possession of the aforesaid land and on 04/02/1967 by virtue of a Registered Bengali Deed sold, conveyed and transferred the aforesaid land 02 Cottahs 13 Chittacks more or less land (including passage measuring 05 Decimals) in favour of Smt. Ashalata Shaw alias Yadav, wife of Sri Chunilal Shaw alias Yadav, of 251, R.N. Guha Road, P.S.- Dum Dum, District- North 24-Parganas and Sri Chandidas Bandyopadhyay, son of Late Jatindra alias Jatish Chandra Bandyopadhyay, of 8A, Narasingha Avenue, P.S.-Dum Dum, Calcutta, District-24-Parganas, and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.- I, Volume No.- 61, Pages from 297 to 300, Being No.-4701 for the year 1967 and subsequently aforesaid Chandidas Bandyopadhyay on 30/03/1975 by virtue of a Deed of Relinquishment (Mukti Patra in Bengali form) in favour of aforesaid Smt. Ashalata Shaw alias Yadav in respect of his share in the aforesaid land and the said Deed was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No.-I, Volume No.-42, Pages 296 to 298, Being No.-3257 for the year 1975.

AND WHEREAS the aforesaid Ashalata Shaw alias Yadav thus by virtue of aforesaid Deeds got possession of the aforesaid land measuring about 02 Cottahs 08 Chittacks more or less land (along with 4' feet wide Common Passage measuring about 5 Chittacks, which left as Passage) along with structure situated at Mouza-Satgachi, Pargana-Kalikata, J.L. No.-20, Re Su No.-154, Touzi No.-160, comprises in C.S. Dag No.-7 & 5, R.S. Dag No.-55 (formerly 7/55) and 56, under Zamindari Khatian No.-33 Ka, C.S. Khatian No.-35, R.S. Khatian No.-834 & 35, under P.S.-Dum Dum, District-24-Parganas and mutated her name in the L.R. Record of Right as well as in the South Dum Dum Municipal Authority concern as owner of Holding No.-21, R.N. Guha Road,

Kolkata- 700 074, and thus seized and possessed of the same died intestate 03/01/2012 leaving behind his son Sankar Lal Yadav, the present owner herein and one married daughter Munni Devi Roy to inherit the aforesaid and below mentioned "A" Schedule property as per law of Hindu Succession.

AND WHEREAS the aforesaid Sankar Lal Yadav, the present owner herein and Munni Devi Roy thus by way of inheritance became owner in respect of **ALL THAT** piece and parcel of land measuring about 2(Two) Cotthas 8(Eight) Chittacks (as per Physical measurement and as per Deed) **AND** 3.68 Decimals (as per L.R. Record) of land more or less, lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No.- 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.-7, R.S. Dag No.-55 & 56, under C.S. Khatian No.-35, R.S. Khatian No.- 834 & 35, having Municipal Holding No.-114/4 then 514 at present 21, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum, Under P.S.-Dum Dum, District-North 24-Parganas and the on 30/08/2012, the aforesaid Munni Devi Roy by a Registered Deed of Gift (Subha Danpatra in Bengali Form) gifted and transferred her undivided half share in favour his brother Sankar Lal Yadav, the present owner herein and the said Deed was duly registered in the office of the A.D.S.R. Cossipore Dum Dum and recorded in Book No.-I, CD Volume No.- 20, Pages - 5867 to 5879, Being No.- 09022 for the year 2012.

AND WHEREAS thus the aforesaid Sankar Lal Yadav, the present owner herein by virtue of the aforesaid Deed of Gift as well as by inheritance became absolute and sixteen annas owner of the aforesaid land and mutated his name in the L.R. Record of Right as owner of 3.68 Decimals of land comprising in L.R. Dag No.- 63 & 64, under L.R. Khatian No.-6927 and thus became sole and absolute owner in respect of the **ALL THAT** piece and parcel of land measuring about 2(Two) Cotthas 8(Eight) Chittacks (as per Physical measurement and as per Deed) **AND** 3.68 Decimals (as per L.R. Record) of land more or less, together with 800 sq. ft. R.T. Shed, lying and situated at Mouza-Satgachi, Pargana- Kalikata, J.L. No.- 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.-7, R.S. Dag No.-55 & 56, L.R. Dag.No.- 63 (2.50 Decimals out of 3.85

Decimals) & 64 (1.18 Decimals), under C.S. Khatian No.-35, R.S. Khatian No.- 834 & 35, having Municipal Holding No.-114/4 then 514 at present 21, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum, Under P.S.-Dum Dum, District-North 24-Parganas, fully described in the Part-I of Schedule "A" herein below and enjoying the same without any interruption from any corner whatsoever as free from all encumbrances.

[B] WHEREAS One Sk. Golum Azgar and Nur Nehar Bibi were the recorded owners in the respect of the **ALL THAT** piece and parcel of land measuring about 03 Cotthas more or less, lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No.- 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.-8, R.S. Dag No.- 41 (2 Cotthas 5 Chittacks 36 sq. ft.), 56 (10 Chittacks 9 sq. ft.), under C.S. Khatian No.- 33, R.S. Khatian No.- 2295 & 35, having Municipal Holding No.-514, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Calcutta-700 028 (at present Kolkata-700 074), within the South Dum Dum Municipality, under S.R.O. Cossipore Dum Dum, Under P.S.-Dum Dum, District-24-Parganas now North 24-Parganas and thus seized and possessed of the same as joint and absolute owners without any disturbances or hindrances from any corner whatsoever, and subsequently the aforesaid Nur Nehar Bibi died issueless leaving behind his brother Sk. Golum Azgar as the sole and absolute owner of the aforesaid property along with other properties as per Muslim law of inheritance and subsequently the aforesaid Sk. Golum Azgar died intestate leaving behind his only son Sk. Akbar Ali to inherit the aforesaid property along with other properties as per Muslim law of inheritance and the said Sk. Akbar Ali by virtue of a Registered Bengali Kobala Deed dated 21/05/1987, sold, conveyed and transferred the aforesaid 03 Cotthas land more or less in favour of Chunilal Yadav, son of Late Jagannath, of 262, R.N. Guha Road, P.S.- Dum Dum, Calcutta-700 028 (at present Kolkata-700 074), District-24-Parganas now North 24-Parganas and the said Deed was duly registered in the office of the A.D.S.R. Cossipore Dum Dum and recorded in Book No -I, Volume No. - 44, pages - 237 to 244 , Being No.- 2261 for the year 1987.

AND WHEREAS the aforesaid Chunilal Yadav by virtue of aforesaid Deed got possession of the aforesaid land and thus seized and possessed of the same as

absolute owner and mutated his names in the record of the South Dum Dum Municipality and subsequently died on 02/02/2008 leaving behind his wife Ashalata Yadav, his son Sankar Lal Yadav, the present owner herein and one married daughter Munni Devi Roy to inherit the aforesaid property.

AND WHEREAS the aforesaid Ashalata Yadav, Sankar Lal Yadav and Munni Devi Roy thus by virtue of inheritance got possession of the aforesaid land measuring about 03 Cotthas more or subsequently mutated their names in the record of the L.R. Record of Right as owner of L.R. Dag No.-46, under L.R. Khatian No.- 6926 & 6927, as owner of 05 Decimals more or less and also mutated their name in the record of the South Dum Dum Municipality as owner of Holding No.-22, R.N. Guha Road, Kolkata- 700 074, and thus seized and possessed of the same, the aforesaid Ashalata Yadav died intestate 03/01/2012 leaving behind his son Sankar Lal Yadav, the present owner herein and one married daughter Munni Devi Roy to inherit the aforesaid and below mentioned "A" Schedule property as per law of Hindu Succession.

AND WHEREAS the aforesaid Sankar Lal Yadav, the present owner herein and Munni Devi Roy thus by way of inheritance became owner in respect of **ALL THAT** piece and parcel of land measuring about 03(Three) Cotthas lying and situated at Mouza-Satgachi, Pargana- Kalikata, J.L. No. - 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.- 8, R.S. Dag No.- 41 (2 Cotthas 5 Chittacks 36 sq. ft.), 56 (10 Chittacks 9 sq. ft.), L.R. Dag No.- 46, under C.S. Khatian No.- 33, R.S. Khatian No.- 2295, 35, L.R. Khatian No.- 6926 & 6927, having Municipal Holding No.- 514 then 514/A, at present 22, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata - 700 074, under Ward No.- 9, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum. Under P.S.- Dum Dum, District- North 24-Parganas, and the on 30/08/2012, the aforesaid Munni Devi Roy by a Registered Deed of Gift (Subha Danpatra in Bengali Form) gifted and transferred her undivided half share in favour his brother Sankar Lal Yadav, the present owner herein and the said Deed was duly registered in the office of the A.D.S.R. Cossipore Dum Dum and recorded in Book No.-I, CD Volume No.- 20, Pages - 5939 to 5952, Being No.- 09025 for the year 2012.

AND WHEREAS thus the aforesaid Sankar Lal Yadav, the present owner herein by virtue of the aforesaid Deed of Gift as well as by inheritance became absolute and sixteen annas owner of the aforesaid land and mutated his name in the L.R. Record of Right as owner of .05 Decimals of land comprising in L.R. Dag No.-46, under L.R. Khatian No.-6927 and thus became sole and absolute owner in respect of the **ALL THAT** piece and parcel of land measuring about 03(Three) Cottahs of land more or less, lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No. - 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.- 08, R.S. Dag No.- 41 (2 Cottahs 5 Chittacks 36 sq. ft.), 56 (10 Chittacks 9 sq. ft.), L.R. Dag No.- 46, under C.S. Khatian No.- 33, R.S. Khatian No.-2295, 35, L.R. Khatian No.-6927, having Municipal Holding No.- 514 then 514/A, at present 22, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.- 9, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum. Under P.S.- Dum Dum, District- North 24-Parganas, but for the purpose of Road and Pond aforesaid Shankar Lal Yadav relinquished 02(Two) Cottahs 08(Eight) Chittacks of land in favour of the South Dum Dum Municipality and retained 08(Eight) Chittacks of land, which is recorded as classification Pukur in the L.R. Record of Right and thus became sole and absolute owner in respect of **ALL THAT** piece and parcel of land measuring about 08(Eight) Chittacks of land more or less, lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No. - 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.- 08, R.S. Dag No.- 41, L.R. Dag No.-46, under C.S. Khatian No.- 33, R.S. Khatian No.- 2295, 35, L.R. Khatian No.-6927, having Municipal Holding No.- 514 then 514/A, at present 22, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.- 9, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum. Under P.S.- Dum Dum, District- North 24-Parganas, fully described in the Part-II of Schedule "A" herein below and thus seized and possessed of the same without any interruption from any corner whatsoever as free from all encumbrances and decided to develop the aforesaid and below mentioned "A" Schedule property, but due to insufficient fund and other sufficient reasons and also due to lack of finance and lack of technical expertise the owners herein could not construct building and/or buildings on the said plot of land and is searching for a reputed Promoter/Developer, who would construct multistoried building on the said

land under certain terms and conditions interalia at its own costs and expenses after obtaining necessary sanction from the competent authority and knowing the very intention of the owners the Developer approached the owner to allow the Firm to construct the said proposed multistoried building on his land/premises which the owner herein has accepted the same and have decided to enter into a Development Agreement with the Developer herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I- (DEFINITIONS)

In this present unless there is anything repugnant to or inconsistent with: -

- 1.1 OWNER:-**shall mean the said **SHANKAR LAL YADAV**, son of Late Chunilal Yadav, of 262, R.N. Guha Road, P.S.- Dum Dum, Kolkata- 700 074, District- North 24-Parganas.
- 1.2 DEVELOPER:-**shall mean and include said **MITRA BUILDERS**, a Proprietorship Firm, having its office at 22, Nagerbazar Road, P.S.- Dum Dum, Kolkata- 700 074, District-North 24-Parganas represented by its Proprietor- **SRI ASHIM MITRA**, son of Late Badal Chandra Mitra, residing at 22, Nagerbazar Road, P.S.- Dum Dum, Kolkata- 700 074, District- North 24-Parganas.
- 1.3 TITLE DEEDS:** - shall mean all the documents of title relating to the said land and premises which shall be handed over in original and/or certified copy and/or in Xerox copy to the developer at the time of execution of the agreement and/or at the time of the demand of the Developer whenever requires as per demand of the situation.
- 1.4 PREMISES/PROPERTY:-** shall mean **ALL THAT** piece and parcel of **BASTU** land measuring about 2(Two) Cotthas 8(Eight) Chittacks (as per Physical measurement and as per Deed) and 3.68' Decimals (as per L.R. Record) of land more or less, together with 800 sq. ft. R.T. Shed, lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No.- 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.-7, R.S. Dag No.-55 & 56, L.R. Dag No.- 63 (2.50 Decimals out of 3.85 Decimals) & 64 (1.18 Decimals), under C.S. Khatian No.-35, R.S. Khatian No.- 834

& 35, having Municipal Holding No.-114/4 then 514 at present 21, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum, Under P.S.-Dum Dum, District-North 24-Parganas. **AND**

ALL THAT piece and parcel of PUKUR land measuring about 08(Eight) Chittacks of land more or less (which is used as Bastu at present and will be used for leaving statutory space and other works like construction of Septic Tank etc.), lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No. - 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.- 08, R.S. Dag No.- 41, L.R. Dag No.-46, under C.S. Khatian No.- 33, R.S. Khatian No.-2295, 35, L.R. Khatian No.-6927, having Municipal Holding No.- 514 then 514/A, at present 22, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.- 9, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum. Under P.S.-Dum Dum, District- North 24-Parganas.

- 1.5 NEW BUILDING:** - shall mean the Multistoried (G+upper-storied) Building with Lift facility as per available sanctioned area for part commercial and part residential building, which is to be constructed over the aforesaid property as per plan to be sanctioned by the South Dum Dum Municipality.
- 1.6 COMMON AREA FACILITIES AND AMENITIES:** - shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, Roof, Lift and other facilities, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the Owners and Developer.
- 1.7 SALEABLE SPACE:** - shall mean the flat/units/Garage/space in the building available for independent use and occupation after making due provision for common amenities and facilities for better enjoyment against consideration.
- 1.8 COVERED AREA:-** shall mean area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate share of stair/lobby/Lift etc..

1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE:- shall mean and include the total covered area of the unit plus 30% service area, over the aforesaid total built up area.

1.10 CHARGEABLE AREA:- shall mean super built up area as applicable for individual unit.

1.11 ARCHITECT/ STRUCTURAL ENGINEER/L.B.S.:- shall mean person or persons or a Firm or a Company engaged or appointed by the Developer preparation of the Building Plan and also supervision of the construction of the Building, which is to be constructed in the aforesaid below mentioned land.

1.12. BUILDING PLAN: - shall mean such plan to be prepared by the architect for the construction of the building and to be sanctioned by the South Dum Dum Municipality. Be it mentioned here that the Building Plan will be passed by the Developer and at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time.

1.13. OWNER'S ALLOCATION: - shall mean as follows:-

The Land Owner will get fixed area i.e. **(A)** 01(One) Flat having measurement of 700 sq. ft. Covered area (including stair, Lobby & Lift), on the First Floor **and** 1(One) Shop, on the Ground Floor, having measurement of 100 sq. ft. Super built up area, within the Building to be constructed on the amalgamated land **(B)** In addition to that the Land Owner will get Rs.70, 00,000/- (Rupees Seventy Lakh) only as non-refundable amount out of which (i) Rs.22,00,000/- (Rupees Twenty Two Lakh) only at or before the execution of this Agreement and (ii) Rs.48,00,000/- (Rupees Forty Eight Lakh) only at the time delivery of Owners' Allocation.

1.14 DEVLOPERS/PROMOTERS ALLOCTION: - shall mean the remaining entire constructed area in the proposed building to be constructed on the said premises after deducting the Owners' Allocation including proportionate share of the common facilities and amenities after providing for Owners' Allocation.

1.15 TRANSFER: - shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat/Unit/space to the intending purchasers thereof against valuable consideration.

- ARTICLE - II : COMMEENCEMENT & DURATION -

2.1. This agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The owner hereby declares that he is the sole and absolute owner of the 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land and building.

3.2 That the owner hereby agrees that he will not grant lease, mortgage, charge or encumber the 'A' schedule property in any manner whatsoever during the existing/substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.3 That the owner hereby agrees to deliver vacant possession of the 'A' schedule property before sanction of the Building Plan from the South Dum Dum Municipality or as mutually settled by the parties hereto.

3.4. That the owner hereby agrees and undertake to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of

Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land/s, which may be amalgamated by the Developer with this land and for betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein, which will be paid by the Developer initially and afterwards, which will be paid by the Owner to the Developer.

3.5. That the owner shall be liable and responsible for litigation, if any dispute arises due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owner/s, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the Developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the Owner's Allocation shall not be considered the delay on the part of the Developer.

3.6 That the owner hereby undertakes to deliver and/or handover all the Deeds and documents including Original in favour of the Developer at the time of execution of this Agreement.

3.7 That the Owner hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorised the Developer to enter into Agreement for Sale, Lease, Transfer, Mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and expect the Owner's allocation as mentioned. Be it pertinent to mention here that if the Developer wants to amalgamate the adjacent with the land of this Owner, then in that case the Owner shall bound to give consent to the same and also bound to sign and execute necessary deeds and documents as required without any further demand.

3.8 The Owner hereby agrees to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision, of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owner will put her signature on the Agreement for Sale, Deed of Conveyance and other documents, as necessary, after delivery of possession of the Owner's Allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join the Deed of Conveyance or Deed of Transfer as landowner for Transfer of the Flat to the intending Purchaser/s.

3.9 The owner hereby undertakes not to do any act, deeds or things, by which the Developer may prevent from executing any Deed of Conveyance or Deed of Transfer in favour of the intending Purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the Owner's Allocation within the stipulated period (as mentioned in point 3.10), then the owner will be entitled to get compensation/damages from the Developer as deemed fit by the Developer. Be it mentioned here that the Time will be essence of the contract.

3.10 That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively in the name of the Developer Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 36(Thirty Six) months from the date of obtaining the Sanctioned Building Plan and/or from the date of clearance of all the papers and documents and/or delivery of vacant possession, which is later and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6(six) months for any force-majeure, acts of God and/or other uncontrollable reasons, which is or are or shall be beyond control of

the Developer and if the Developer fail or neglect to handover the possession of Owner's Allocation within the said stipulated 42(Forty Two) months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law.

ARTICLE - IV
DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The Developer/Promoter hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan to be sanctioned by the South Dum Dum Municipal Authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect/Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+Upper-storied Building will be submitted for sanction before the South Dum Dum Municipality.

4.2 The Developer hereby declare that the Developer will obtain sanction plan and also declares that it will take care of the local hazards or accident during the continuation of construction and the owner shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/Alteration of the building plan and Completion Plan shall be submitted by the developer with due signature of the owner or on behalf of the owner as may be required and all costs expenses and charges be paid by the Developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

4.4 The Developer hereby agreed to deliver possession of the owner's allocation in the proposed new building within 36(Thirty Six) months from the date of obtaining the Sanctioned Building Plan and/or from the date of clearance of all the papers and documents and/or delivery of vacant possession, which is later, and if required, the owner will further allow 6 months for delivery of possession of the owners' allocation without claiming any damages. ***It is also agreed that the delivery of possession of the owner's allocation and Developer's Allocation will be made simultaneously***

and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that *the Developer will obtain Completion Certificate (C.C.) at its own cost expenses* and Xerox copy of the same will be given to all the owner/occupiers of the units of the newly constructed building.

4.5 That the notice for delivery of possession of the Owner's Allocation, as habitable condition, shall be delivered by the Developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner is bound to take possession within 10 days from the date of service of this letter. If the owner fails to take delivery of possession or neglected to do so, then it will be deemed that the owner's Allocation already delivered and the Developer shall be entitled to transfer the Developer's allocation without any further notice.

4.6 That the owner shall have to clear all the dues, if any arose due to extra work other than the specification of flat/unit as mentioned in the schedule herein below.

4.7 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner will not interfere during the construction and after completion of the building and handover the same to the Owner and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

4.8 That the Developer will settle the existing Tenants at his own cost and expenses and to that effect execute necessary documents with the existing Tenants and the Landowner shall have no liability to that effect.

ARTICLE - V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the Owner's Allocation in the building and other consideration of any mentioned in the Owner's Allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's Allocation.

5.2 That the owner hereby agrees and declares that immediately after execution of this Agreement shall deliver vacant possession in favour of the Developer and existing structure will be removed by the Developer at its own costs and expenses and sale proceeds of the same will be realised by the Developer.

5.3 That if the Developer fails to complete the construction work in respect of the Owner's Allocation within the stipulated period as stated above, and then the Owner shall have liberty to rescind this Agreement as per law time being in force and before cancellation the Owner will refund all the paid up amount, cost and expenses as calculated by the Developer, which will be binding upon the Owner. Be it mentioned here that time will be essence of the contract.

ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owner in undisputed possession in respect of the owner's Allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/space together with right to proportionate share of land excluding the space/unit/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. ***The Developer shall on completion of the building shall obtain Completion Certificate/Occupancy Certificate from the Appropriate Authority concern at its own costs and expenses.***

6.4 That the Developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, Lift and other facilities as are required to be provided in respect of building having self contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the cost of bringing new electric meter in the Owner's Allocation shall be paid by the owner to the Developer. It is also mentioned that the Developer will fix the sale rate for flat/units etc. for Developer's Allocation without consultation of the owner.

ARTICLE - VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats owner will pay due according to their share.

7.2 As soon as the respective self contained flat is completed the developer shall give verbal/written notice to the owner requiring the owner to take possession of the owner's Allocation in the newly constructed building and after 10(Ten) days from the date of service of such notice and at all times, thereafter the owner shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's Allocation and said rates to be apportioned prorata with reference to saleable space in the building, if any are levied on the building as whole.

7.3 The Owner and Developer shall punctually and regularly pay for their respective Allocation the said rates and taxes (including service taxes, GST and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owner hereby agreed that she shall keep the Developer indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner and for the same the Developer will be entitled to get damages.

7.4 The owner or her agents or representatives or any third party of the owner's behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or her legal heirs and representatives shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

-ARTICLE - VIII. COMMON RESTRICTIONS

THE OWNER'S ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

8.1. Neither party shall use or permit to the use of the respective Allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owners, Developer or from the competent authority or from Municipal Authority concern in this behalf.

8.3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.4. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5.No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6.Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

8.7.Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE - IX. OWNER'S DUTY & INDEMNITY

9.1. The owner doth hereby agree and covenant with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or her heirs, agents, servants, representatives causing hindrance or impediments to such construction, the owner will be liable to repay entire amount invested by the Developer amount will be settled by the parties amicably. It is also further agreed that if the Developer is prevented by any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land owners or for any reason, then owner will not be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2. The owner or her legal representatives herein will have no right/authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so, then the owner or her legal representatives shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3. It is agreed that the owner will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work, if required, in respect of the Owner's Allocation in the building without any written consent from the Developer.

9.4. That the owner and her legal heirs hereby declare and undertake that upon the demise of the owner, the legal heirs of the owner will join the Development Agreement and also execute fresh Registered Development Agreement/ Supplementary Agreement and Registered Development Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein and without any further demand.

ARTICLE - X. DEVELOPER'S DUTY

10.1. That the Developer hereby agrees and covenants with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the Owner's Allocation in the building at the said premises after delivery of Re-possession thereof to the owner and also obtain Completion Certificate (C.C.)/ Occupancy Certificate from the competent Authority at its own costs and expenses.

10.2. The Developer hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The Developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the Owner's Share or Allocation and also not to claim any amount from the sale proceeds of the Owner's Allocation.

ARTICLE - XI. MISCELLANEOUS

11.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building shall be "as per choice of Developer".

11.3 As and from the date of getting Completion Certificate/Occupancy Certificate of the building, the Developer and/or its transferees and the owner and/or her respective transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.4 The building to be constructed by the Developer shall be made in accordance with the specification more fully and particulars mentioned and described in the Specification schedule, which will be treated part of the agreement.

ARTICLE - XII. FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XIII. ARBITRATION CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

THE SCHEDULE "A" ABOVE REFERRED TO
(Description of the Entire land and Building)

Part-I

ALL THAT piece and parcel of **BASTU** land measuring about 2(Two) Cotthas 8(Eight) Chittacks (as per Physical measurement and as per Deed) **AND** 3.68 Decimals (as per L.R. Record) of land more or less, together with 800 sq. ft. R.T. Shed, lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No.- 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.-7, R.S. Dag No.-55 & 56, L.R. Dag No.- 63 (2.50 Decimals out of 3.85 Decimals) & 64 (1.18 Decimals), under C.S. Khatian No.-35, R.S. Khatian No.- 834 & 35, having Municipal Holding No.-114/4 then 514 at present 21, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.-09, within the South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum, Under P.S.-Dum Dum, District-North 24-Parganas, which is butted and bounded by:-

ON THE NORTH: - Property of Sobha Chowdhury

ON THE SOUTH: - 10 feet wide Common Passage leads to R.N. Guha Road

ON THE EAST: - Property of Ashim Mitra

ON THE WEST: - Property of Shankar Yadav

Part-II

ALL THAT piece and parcel of **PUKUR** land measuring about 08(Eight) Chittacks of land more or less (which is used as Bastu at present and will be used for leaving statutory space and other works like construction of Septic Tank etc.), lying and situated at Mouza- Satgachi, Pargana- Kalikata, J.L. No. - 20, Re Su No.- 154, Touzi No.- 120, comprising in C.S. Dag No.- 08, R.S. Dag No.- 41, L.R. Dag No.-46, under C.S. Khatian No.- 33, R.S. Khatian No.-2295, 35, L.R. Khatian No.-6927, having Municipal Holding No.- 514 then 514/A, at present 22, R.N. Guha Road, having Premises No.-262, R.N. Guha Road, Kolkata-700 074, under Ward No.- 9, within the

South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum. Under P.S.- Dum Dum, District- North 24-Parganas, which is butted and bounded by: -

ON THE NORTH: - Property of others

ON THE SOUTH: - 10 feet wide Common Passage leads to R.N. Guha Road

ON THE EAST: - Property of Shankar Yadav

ON THE WEST: - 10 feet wide Common Passage then Pond

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)

OWNER'S ALLOCATION shall mean that The Land Owner will get fixed area i.e. (A) 01(One) Flat having measurement of 700 sq. ft. Covered area (including stair, Lobby & Lift), on the First Floor, and 1(One) Shop, on the Ground Floor, having measurement of 100 sq. ft. Super built up area, within the Building to be constructed on the amalgamated land (B) In addition to that the Land Owner will get Rs.70, 00,000/- (Rupees Seventy Lakh) only as non-refundable amount out of which (i) Rs.22,00,000/- (Rupees Twenty Two Lakh) only at or before the execution of this Agreement and (ii) Rs.48,00,000/- (Rupees Forty Eight Lakh) only at the time delivery of Owners' Allocation.

THE SCHEDULE "C" ABOVE REFERRED TO -

DEVELOPERS/PROMOTERS ALLOCATION shall mean remaining constructed area in the proposed building to be constructed on the said premises after deducting the Owners' Allocation including proportionate share of the common facilities and amenities after providing for Owners' allocation.

THE SCHEDULE "D" ABOVE REFERRED TO -
(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/ UNIT)

FOUNDATION WORKS: -

R.C.C Column Foundation (1:2:4)

NATURE OF CONSTRUCTION: -

R.C.C Column Structure

South Dum Dum Municipality, under A.D.S.R.O. Cossipore Dum Dum. Under P.S.- Dum Dum, District- North 24-Parganas, which is butted and bounded by: -

ON THE NORTH: - Property of others

ON THE SOUTH: - 10 feet wide Common Passage leads to R.N. Guha Road

ON THE EAST: - Property of Shankar Yadav

ON THE WEST: - 10 feet wide Common Passage then Pond

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)

OWNER'S ALLOCATION shall mean that The Land Owner will get fixed area i.e. (A) 01(One) Flat having measurement of 700 sq. ft. Covered area (including stair, Lobby & Lift), on the First Floor, and 1(One) Shop, on the Ground Floor, having measurement of 100 sq. ft. Super built up area, within the Building to be constructed on the amalgamated land (B) In addition to that the Land Owner will get Rs.70, 00,000/- (Rupees Seventy Lakh) only as non-refundable amount out of which (i) Rs.22,00,000/- (Rupees Twenty Two Lakh) only at or before the execution of this Agreement and (ii) Rs.48,00,000/- (Rupees Forty Eight Lakh) only at the time delivery of Owners' Allocation.

THE SCHEDULE "C" ABOVE REFERRED TO -

DEVELOPERS/PROMOTERS ALLOCATION shall mean remaining constructed area in the proposed building to be constructed on the said premises after deducting the Owners' Allocation including proportionate share of the common facilities and amenities after providing for Owners' allocation.

THE SCHEDULE "D" ABOVE REFERRED TO -
(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/ UNIT)

FOUNDATION WORKS: -

R.C.C Column Foundation (1:2:4)

NATURE OF CONSTRUCTION: -

R.C.C Column Structure

ROOF FINISH: -

R.C.C Roof Slab (1:2:4)

DOORS AND WINDOWS: -

All doorframes would be made of standard wood, doors shutter would be 32 m. m. thick flushes, doors made of commercial ply fitted with stand and mortice lock on the main door, toilets and kitchen would be P.V.C. door, there would not have any mortice. All windows would be made of Steel (M.S.) with grill and wooden palla.

FLOORING: -

All bedrooms, dining and drawing would be furnished with Marble/Tiles and 6" skirting with Multicolour 2B/2, Chips. Toilets and kitchen would be finished with Marble/Tiles and walls of the toilets would have 60" high glazed tiles dado over the skirting.

SANITARY AND PLUMBING: -

Common toilet would be of matching size shower, two-bib cock and would be fitted with one Indian Type pan (White standard quality) with low P.V.C. Cistern (white) all inside plumbing lines are G.I. non Tata, outside P.V.C. (Jaiswal / Oriplast) & W.C. with one Indian Type white commode of Low P.V.C. (white) cistern two-bib cocks, one standard size white basin in dining/bathroom as desire by the Flat Owners, two-bib cocks in the kitchen.

KITCHEN: -

One Black Stone Platform with cylinder space on bottom, one Black stone sink, 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.

ELECTRICAL WIRING: -

Concealed wiring in all flats (copper electrical wiring). Each flat will be provided with the following electrical points with good quality switch.

Bed Room : - 3 light points, 1 fan points, 1 plug point (5 Amp.)

Dining/ Drawing : - 2 light points, 1 fan point, 1 plug point (15 Amp.), 1 plug point (5 Amp.)

Kitchen : - 1 light point, 1 Exhaust fan point, 1 plug point (15 Amp.)
Common Toilet & W.C. : - 1 light point each, 1 Exhaust fan point each
Verandah : - 1 light point
Entrance : - Door Bell point

WATER SUPPLY: -

Overhead and Underground Reservoir and standard pump set and Water will be provided as per direction and sanction of the Local Authority.

PAINTING: -

Plaster of Paris

Colour wash in outside wall and white wash in all common areas of the building.

VERANDAH GRILLS: -

M.S. Railing up to 1'-6" will be provided on 1'-6" brick work in such verandah.

EXTRA WORK: -

For all extra works and fittings as desired, party shall have to bear the cost as per our calculation and 50% of the calculated costs have to be deposited before start of the work.

LIFT: -

Lift will be provided in the building of standard company.

In case of Garage & Gowdown: -Cemented Flooring and Light point- 1

In case of Shop: - Cemented Flooring, Light point- 1, Fan point-1, 5 Amp.-1, Rolling Shutter.

N.B.- Rs.35,000/- will have to paid for each Electric Meter in the name of individual owner & 440 Volt Meter or increased cost as necessary.

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

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES: -

1. *Susita yada.*
83 Gola Mahal Sadar
Bazar Barrock Pore
Pin-120

Shankor Cal yada
SIGNATURE OF THE OWNER

2. *Rajee Bishar*
21, Nages Bazar Road.
Sun Sen Kal-74

MITRA BUILDERS
Ashwin mitra
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me as per instruction of the Parties
Hereto and read over and Explained by me
and Prepared in my office: -

Kousik Saha
Advocate
(KOUSIK SAHA)
Advocate WB - 1699/2001
District Judges' Court, Barasat
North 24-Parganas

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.22, 00,000/- (Rupees Twenty Two Lakh only) from the within named Developer as part consideration money in the following manner: -

MEMO

1) By Cheque and Cash on Different dates Rs.20,00,000/-
(Entire Cash amount is paid before April, 2016)

2) By Cheque vide No.-010995 dated 06 / 04 / 2018

Drawn on Allahabad Bank Dum Dum Branch Rs.2, 00,000/-

Total

Rs.22, 00,000/-

(Rupees Twenty Two Lakh only)

































WITNESSES: -

1. *Sugita yadav.*

2. *Raju Biswas*

Shankar Lal Yadav
SIGNATURE OF THE OWNER

PAGES NO
SPECIMEN FORM FOR TEN FINGER PRINTS

SL. No.	Signature of the Executants / Presentants	Little	Ring	Middle	Fore	Thumb
	 Ashim Mishra. Ashim Mishra.	 Little	(Left Hand)		 Fore	 Thumb
			 Ring	 Middle		
		 Thumb	(Right Hand)		 Ring	 Little
			 Fore	 Middle		
	 Shankar Lal Yadav Shankar Lal Yadav	 Little	(Left Hand)		 Fore	 Thumb
			 Ring	 Middle		
		 Thumb	(Right Hand)		 Ring	 Little
			 Fore	 Middle		
		 Little	(Left Hand)		 Fore	 Thumb
			 Ring	 Middle		
		 Thumb	(Right Hand)		 Ring	 Little
			 Fore	 Middle		

Major Information of the Deed

Deed No :	I-1506-03065/2018	Date of Registration	06/04/2018
Query No / Year	1506-0000556594/2018	Office where deed is registered	
Query Date	05/04/2018 11:42:21 AM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	kousik Saha Barasat, Judges Court, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9830448242, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 22,00,000/-]		
Set Forth value	Market Value		
	Rs. 53,40,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 22,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Dum Dum, Municipality: SOUTH DUM DUM, Road: R.N.Guha Road, Mouza: Satgachi



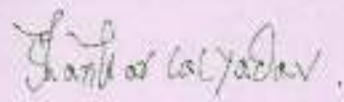
Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-63	LR-6927	Bastu	Bastu	1 Katha 12 Chatak		29,75,000/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
L2	LR-64	LR-6927	Bastu	Bastu	12 Chatak		12,75,000/-	Property is on Road Adjacent to Metal Road,
L3	LR-46	LR-6927	Bastu	Pukur	8 Chatak		8,50,000/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
TOTAL :					4.95Dec	0/-	51,00,000/-	
Grand Total :					4.95Dec	0/-	51,00,000/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	800 Sq Ft.	0/-	2,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 800 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		800 sq ft	0/-	2,40,000/-	

Major Information of the Deed :- I-1506-03065/2018-06/04/2018




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr SHANKAR LAL YADAV Son of Late Chunilal Yadav Executed by: Self, Date of Execution: 06/04/2018 , Admitted by: Self, Date of Admission: 06/04/2018 ,Place : Office	 <small>06/04/2018</small>	 <small>LTI 06/04/2018</small>	 <small>06/04/2018</small>
262, R.N. Guha Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AGOPY7683H, Status :Individual, Executed by: Self, Date of Execution: 06/04/2018 , Admitted by: Self, Date of Admission: 06/04/2018 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MITRA BUILDERS 22, Nagerbazar Road, P.O.- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 , PAN No.: AZWPM4021G, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ASHIM MITRA (Presentant) Son of Late Badal Chandra Mitra Date of Execution - 06/04/2018, , Admitted by: Self, Date of Admission: 06/04/2018, Place of Admission of Execution: Office	 <small>Apr 6 2018 1:02PM</small>	 <small>LTI 06/04/2018</small>	 <small>06/04/2018</small>
22, Nagerbazar Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AZWPM4021G Status : Representative. Representative of : MITRA BUILDERS (as Proprietor)				

Identifier Details :

Name & address
Mr Kousik Saha Son of Mr B C Saha Barasat Judges Court, P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr SHANKAR LAL YADAV, Mr ASHIM MITRA

Major Information of the Deed :- I-1506-03065/2018-06/04/2018

Koush Saha

06/04/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SHANKAR LAL YADAV	MITRA BUILDERS-2.8875 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr SHANKAR LAL YADAV	MITRA BUILDERS-1.2375 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr SHANKAR LAL YADAV	MITRA BUILDERS-0.825 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SHANKAR LAL YADAV	MITRA BUILDERS-800.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Dum Dum, Municipality: SOUTH DUM DUM, Road: R.N.Guha Road, Mouza: Satgachi

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 63(Corresponding RS Plot No:- 55), LR Khatian No:- 6927	Owner:শঙ্কর লাল ইয়াদব, Gurdian:চুনিলাল, Address:নিজ, Classification:বাড়, Area:0.02500000 Acre,
L2	LR Plot No:- 64(Corresponding RS Plot No:- 56), LR Khatian No:- 6927	Owner:শঙ্কর লাল ইয়াদব, Gurdian:চুনিলাল, Address:নিজ, Classification:বাড়, Area:0.01180000 Acre,
L3	LR Plot No:- 46(Corresponding RS Plot No:- 41), LR Khatian No:- 6927	Owner:শঙ্কর লাল ইয়াদব, Gurdian:চুনিলাল, Address:নিজ, Classification:পুকুর, Area:0.05000000 Acre,

Endorsement For Deed Number : I - 150603065 / 2018

Major Information of the Deed :- I-1506-03065/2018-06/04/2018

On 05-04-2018

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 53,40,000/-

Mohul Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

On 06-04-2018

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 12:02 hrs on 06-04-2018, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr ASHIM MITRA .

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

Execution is admitted on 06/04/2018 by Mr SHANKAR LAL YADAV, Son of Late Chunilal Yadav, 262, R.N. Guha Road, P.O. Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Business

Identified by Mr Kousik Saha, , Son of Mr B C Saha, Barasat Judges Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-04-2018 by Mr ASHIM MITRA, Proprietor, MITRA BUILDERS (Sole Proprietorship), 22, Nagerbazar Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074

Identified by Mr Kousik Saha, , Son of Mr B C Saha, Barasat Judges Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,021/- (B = Rs 22,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 22,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2018 10:40AM with Govt. Ref. No: 192018190214155971 on 06-04-2018, Amount Rs: 22,021/-, Bank: Bank of Baroda (BARB0INDIAE), Ref. No. 85823438 on 06-04-2018, Head of Account 0030-03-104-001-16

Major information of the Deed :- I-1506-03065/2018-06/04/2018

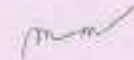
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 205574, Amount: Rs.100/-, Date of Purchase: 27/02/2018, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2018 10:40AM with Govt. Ref. No: 192018190214155971 on 06-04-2018, Amount Rs: 6,921/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 85823438 on 06-04-2018, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

Major Information of the Deed - I-1506-03065/2018-08/04/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2018, Page from 143027 to 143066
being No 150603065 for the year 2018.



M
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2018.04.09 11:26:58 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 09/04/2018 11:25:07
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)