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document are the part of this document.


Advt. Dist. Sub-Registrar  
Kolkata, South 24 Parganas

15 JUN 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 15<sup>th</sup> day of June, Two Thousand  
and Sixteen (2016)

BETWEEN

  
Advocate

(1) **DR. MIHIR KUMAR DAS (PAN- ACTPD8297M)**, son of Late Phani Bhusan Das, by faith – Hindu, by Occupation – Physician, by Nationality – Indian, residing at P-43, Green View, P.O. Garia, P.S. Patuli, Kolkata – 700084, (2) **SMT. CHAMPA DAS (PAN- ADSPD9431B)**, wife of Late Shyamal Das, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 1, Santi Path, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075 and (3) **SMT. SHEULI DAS (PAN- AGMPD6726G)**, wife of Sri Parimal Das, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 101B, Raja S. C. Mullick Road, Flat No.D, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047, hereinafter jointly called and referred to as the “**OWNERS**” (which expression unless repugnant to the context shall mean and include their heir/heirs, executor/executors, administrator/ administrators, representative/ representatives and assign/assigns) the **ONE PART**

**AND**

“**MESSRS MATRIK**”, a proprietorship firm, having its registered office situated at 400 B/1Z, N.S.C. Bose Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047 represented by its sole proprietress **SMT. RUMA RAY, (PAN - AFMPR0344B)**, wife of Sri Mrinal Ray, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 87/12, Raja S.C. Mullick Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047, hereinafter called and the “**DEVELOPER**” (which expression unless repugnant to the context shall mean and include her heir/heirs, executor/executors, administrator/administrators, representative/representatives, successors-in-office and successors-in-interest and assigns) of the **OTHER PART**.

**WHEREAS** one Sri Phani Bhusan Das since deceased and his wife and son namely Smt. Sefali Rani Das, alias Sefali Das since deceased and Dr. Mihir Kumar Das jointly purchased a plot of Rayati Bastu land measuring land area of 6 (Six) Cottahs 23 (Twenty Three) Sqft. each having undivided  $1/3^{\text{rd}}$  share situated in Mouza Baishnabghata, J.L. No. 28, Pargana – Khaspur, R.S. No. 38, Touzi No. 255, comprising in R.S. Dag No. 720, under R.S. Khatian No. 468, within previously P.S. Jadavpur, presently P.S. Patuli, District at present South 24 Parganas by virtue of a registered Deed of Conveyance (Bengali) dated 09.01.1981 registered in the office of Sub-Registrar, Alipore and entered into Book No. 1, Volume No. 40, at pages 39 to 45, Deed No. 77 for the year 1981 from one Sri Hari Bikash Chattopadhyay, son of Late Hari Charan Chattopadhyay of



Baishnabghata, Kendua, P.S. presently Patuli (formerly P.S. Jadavpur), Kolkata – 700 084, District South 24 Parganas, who obtained this property by virtue of a registered Deed of Settlement dated 08.11.1971 registered in the office of Sub-Registrar of Alipore, South 24 Parganas and entered into Book No. 1, Volume No. 88, at pages 270 to 283, Deed No. 4477 for the year 1971.

**AND WHEREAS** during life time said Phani Bhusan Das since deceased erected a two storied building on the said purchased land in the year 1985.

**AND WHEREAS** previously this property was under the jurisdiction of Jadavpur Municipality and at present the said property comes under the jurisdiction of the Calcutta Municipal Corporation presently known as The Kolkata Municipal Corporation it is now known as K.M.C. Premises No. 92, Roypur, Assessee No. 31-101-22-0092-8, Ward No. 101.

**AND WHEREAS** said Phani Bhusan Das died intestate on 14.10.1995 leaving behind his wife Smt. Sefali Rani Das alias Sefali Das since deceased, one son namely Dr. Mihir Kumar Das, the **OWNER** No. 1 herein and two daughters namely Smt. Champa Das and Smt. Shefali Das the **OWNERS** Nos. 2 **AND** 3 herein who jointly inherited the undivided  $1/3^{\text{rd}}$  share of Phani Bhusan Das, since deceased as per Hindu Succession Act 1956 each having undivided  $1/12^{\text{th}}$  share of the property.

**AND WHEREAS** after the death of said Phani Bhusan Das the **OWNER** No. 1 namely Dr. Mihir Kumar Das herein becomes the owner of undivided  $5/12^{\text{th}}$  share of the property (i.e. his own undivided  $1/3^{\text{rd}}$  share + inherited  $1/12^{\text{th}}$  share), said Smt. Sefali Rani Das alias Sefali Das since deceased became the owner of undivided  $5/12^{\text{th}}$  share of the total property (i.e. her own undivided  $1/3^{\text{rd}}$  share + inherited  $1/12^{\text{th}}$  share) and each Smt. Champa Das and Smt. Sheuli Das become the owner of undivided  $1/12^{\text{th}}$  inherited share as per Hindu Succession Act 1956.

**AND WHEREAS** during life time said Smt. Sefali Rani Das alias Sefali Das donated her undivided  $5/12^{\text{th}}$  share of the total property to her daughter Smt. Sheuli Das, the **OWNER** No. 3 herein by virtue of a registered Deed of Gift dated 17.01.1997, registered in the office of A.D.S.R. Alipore and entered into Book No. 1, Volume No.



50, at pages 353 to 364, Deed No. 1524 for the year 1997 and as a result the said Smt. Sheuli Das becomes the owner of undivided  $\frac{1}{2}$  share of the total property (i.e. her undivided  $\frac{1}{12}$ <sup>th</sup> share + donated  $\frac{5}{12}$ <sup>th</sup> share)

**AND WHEREAS** the mother of present owners of the property Sefali Rani Das died intestate on 12.02.2007.

**AND WHEREAS** thus the present owners of the property are the absolute joint owners of the property of which the **OWNER NO. 1** namely **DR. MIHIR KUMAR DAS** is having undivided  $\frac{5}{12}$ <sup>th</sup> share, the **OWNER NO. 2** namely Smt. **CHAMPA DAS** is having the ownership of her inherited undivided  $\frac{1}{12}$ <sup>th</sup> share and the **OWNER No. 3** namely **SMT. SHEULI DAS** becomes the owner of undivided  $\frac{1}{2}$  share of the total property (i.e. her own undivided  $\frac{1}{12}$ <sup>th</sup> inherited share + donated undivided  $\frac{5}{12}$ <sup>th</sup> share of her mother's share).

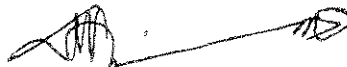
**AND WHEREAS** the present **OWNERS** are now the absolute joint owners of the total Bastu land measuring an area of 6 (Six) Cottahs 3 (Three) Chittacks 23 (Twenty Three) Sqft. whereon standing an old two storied building measuring covered area of 2000 (Two thousand) Sqft.

**AND WHEREAS** the present owners mutated their property in the record of the K.M.C. known as K.M.C. Premises No. 92, Roypur, Assessee No. 31-101.22-0092-8 and also known postal address P-43, Green View, P.O. Garia, P.S. Patuli (formerly P.S. Jadavpur), Kolkata - 700 084 and entire land measuring an area of 6 (Six) Cottahs 3 (Three) Chittacks 23 (Twenty Three) Sqft. togetherwith existing two storied old building measuring covered area of 2000 (Two thousand) Sqft. has been described in the **SCHEDULE - 'A'** below.

**AND WHEREAS** the **OWNERS** are very much desirous to construct a ground plus three storied building on their said land after demolishing the existing old two storied building and to do and to make the construction of a new building on their said land, the **OWNERS** have decided to develop their land through the **DEVELOPER/SECOND PARTY** herein as the **OWNERS** have no experience as well as fund for such development.

**AND WHEREAS** the **OWNERS** approached the **DEVELOPER/SECOND PARTY** herein for the promotion work of their said land and property as described in the **SCHEDULE -A** below by erecting thereon a ground plus three storied building with lift facility.

**AND WHEREAS** the party of the **SECOND PART/ DEVELOPER** herein has agreed to make the construction of the proposed new building in flat systems and the **DEVELOPER** decided that the **OWNERS** shall get from the **DEVELOPER** : (A) 50% (Fifty Percent) of the sanction flat area and also 50% (Fifty Percent) of the sanction Car Parking space area on ground floor and 50% of the sanction office space on ground floor of the proposed ground plus three storied building with lift facility; out of the Owners' Allocated flats, the **OWNERS** shall jointly get entire **SECOND** floor flats (consisting of two or more flats), one complete flat on Third Floor North-East side and value of the balance of 50% share of Third floor flat @ Rs. 4500/- (Rupees Four Thousand Five Hundred) per sqft. on built up area to be paid by the **DEVELOPER** to the **OWNERS**. Third floor of the proposed building shall consist of **Three flats**. (B) (i) Rs. 10,00,000/- (Rupees Ten Lac only) as non-refundable sum to be paid at the time of execution of this Agreement. The **DEVELOPER** has paid this sum within these presents to the **OWNERS** who have acknowledged the receipt of the same as per memo below. (ii) Further sum of Rs. 20,00,000/- (Rupees Twenty Lac only) as interest free **Security Deposit** amount out of which Rs. 15,00,000/- (Rupees Fifteen Lac only) to be paid at the time of execution of this Agreement and (iii) Rs. 5,00,000/- (Rupees Five Lac only) is to be paid by the **DEVELOPER** to the **OWNERS** immediate after completion of the Mutation of B.L. & L.R.O. in the name of the **OWNERS** herein in respect of the total land at the cost of the **DEVELOPER**. (C) This interest free **Security Deposit** shall be adjusted @ Rs. 4,500/- (Rupees Four Thousand Five Hundred) per Sq.ft. on built up area of owners' allocated flat of the proposed building if the **OWNERS** fail to refund the said interest free **Security Deposit** amount to the **DEVELOPER** before taking delivery of their **OWNERS' ALLOCATION**. The **DEVELOPER** shall give the **OWNER No. 1** only as shifting of Rs. 18,000/- (Rupees Eighteen Thousand only) per month during construction of the ground plus three storied building after demolishing the existing two storied building which shall be demolished by the **DEVELOPER** immediate after sanctioning the building plan and entire sale proceeds of such demolition shall be



taken by the **DEVELOPER** herein. The **OWNERS** shall enjoy the proportionate share of land and other common rights of the building as described in the **SCHEDULE- C** below. This is called the **OWNERS' ALLOCATION** morefully described and mentioned in the **SCHEDULE "B"** hereunder written and it is appearing as consideration for the land of the **OWNERS** herein as described in the **SCHEDULE "A"** hereunder written and the **DEVELOPER** shall develop the entire land through her proprietorship firm and shall get the rest sanction area i.e. construction of the proposed building along with undivided proportionate share of land and shall enjoy the other common portion of the said premises.

**AND WHEREAS** the Party of the **SECOND PART** i.e. the **DEVELOPER** herein shall get the rest (A) 50% (Fifty Percent) sanction Flat area of the proposed building which shall be of **ENTIRE FIRST FLOOR flats** (consisting of two or more flats) and **ONE FLAT ON THIRD FLOOR SOUTH-EASTERN SIDE** and one flat **ON THIRD FLOOR EASTERN SIDE (FRONT SIDE)** and (B) 50% (Fifty Percent) of the sanction Car Parking space area and (C) 50 % of one office space of the ground floor of the proposed building as mentioned in the **SCHEDULE "D"** herein. Besides the **DEVELOPER** shall enjoy the undivided proportionate share of land and also enjoy all Service area and all other area along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "A"** and **"C"** hereunder written excluding the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein. It is noted that the entire two storied building which is standing in the said Premises shall be demolished by the **DEVELOPER** at its cost and the Developer shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed ground plus three storied building at her cost and under her supervision and labour to be erected as per annexed Specification as well as the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. allocated to the **DEVELOPER**.

**NOW THE AGREEMENT WITNESSETH** and it is hereby agreed by and



between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
  - (a) **OWNERS** : shall mean the Parties of the **FIRST PART** herein namely (1) **DR. MIHIR KUMAR DAS** son of Late Phani Bhusan Das, by faith – Hindu, by Occupation - Physician, by Nationality – Indian, residing at P-43, Green View, P.O. Garia, P.S. Patuli, Kolkata – 700084, (2) **SMT. CHAMPA DAS**, wife of Late Shyamal Das, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 1, Santi Path, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075 and (3) **SMT. SHEULI DAS**, wife of Sri Parimal Das, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 101B, Raja S. C. Mullick Road, Flat No.D, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047 and their legal heir/ heirs, executor/executors, administrator/administrators, and legal representative /representatives.
  - (b) **DEVELOPER** : shall mean “**MESSRS MATRIK**”, a proprietorship firm, having its registered office situated at 400 B/1Z, N.S.C. Bose Road, P.O. Naktala, presently P.S. Netaji Nagar, Kolkata – 700 047 represented by its sole proprietress **SMT. RUMA RAY**, (PAN - AFMPR0344B), wife of Sri Mrinal Ray, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 87/12, Raja S.C. Mullick Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047, Party of the **SECOND PART** herein for the time being and her respective, legal heirs, representatives, administrators and assigns.
  - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
  - (d) **PREMISES** : shall mean the Property known as K.M.C. Premises No.92, Roypur measuring land area of 6 Cottahs 3 Chittacks 23 Sqft. whereon standing an old two storied building within the K.M.C. Ward No.101, Assessee No.31-101-22-0092-8 and the said property is also known as Postal address P-43, Green View, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata – 700 084 as mentioned and described in the **SCHEDULE 'A'** hereunder written.



- (e) **BUILDING** : shall mean the proposed building to be constructed on the said Premises as per sanction residential ground plus three Storied building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, and landings, passage ways, driveways, common lavatories, ground floor common toilet if any, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor, lift room, lift and lift well and lobby and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER** as well as from the **OWNERS**.
- (g) **OWNERS' ALLOCATION** : shall mean the **OWNERS** shall get from the **DEVELOPER** : (A) 50% (Fifty Percent) of the sanction flat area and also 50% (Fifty Percent) of the sanction Car Parking space area on ground floor and 50% of the sanction office space on ground floor of the proposed ground plus three storied building with lift facility; out of the Owners' Allocated flats, the **OWNERS** shall jointly get entire **SECOND** floor flats (consisting of two or more flats), one complete flat on Third Floor North-East side and value of the balance of 50% share of Third floor flat @ Rs. 4500/- (Rupees Four Thousand Five Hundred) per sqft. on built up area to be paid by the **DEVELOPER** to the **OWNERS**. Third floor of the proposed building shall consist of Three flats. (B) (i) Rs. 10,00,000/- (Rupees Ten Lac only) as non-refundable sum to be paid at the time of execution of this Agreement. The **DEVELOPER** has paid this sum within these presents to the **OWNERS** who have acknowledged the receipt of the same as per memo below. (ii) Further sum of Rs. 20,00,000/- (Rupees Twenty Lac only) as interest free **Security Deposit** amount out of which Rs. 15,00,000/- (Rupees Fifteen Lac only) to be paid at the time of execution of this Agreement and (iii) Rs. 5,00,000/- (Rupees Five Lac only) is to be paid by the **DEVELOPER** to the **OWNERS** immediate after completion of the Mutation of B.L. & L.R.O. in





the name of the **OWNERS** herein in respect of the total land at the cost of the **DEVELOPER**. (C) This interest free **Security Deposit** shall be adjusted @ Rs. 4,500/- (Rupees Four Thousand Five Hundred) per Sq.ft. on built up area of owners' allocated flat of the proposed building if the **OWNERS** fail to refund the said interest free **Security Deposit** amount to the **DEVELOPER** before taking delivery of their **OWNERS' ALLOCATION**. The **DEVELOPER** shall give the **OWNER No. 1** only as shifting of Rs. 18,000/- (Rupees Eighteen Thousand only) per month during construction of the ground plus three storied building after demolishing the existing two storied building which shall be demolished by the **DEVELOPER** immediate after sanctioning the building plan and entire sale proceeds of such demolition shall be taken by the **DEVELOPER** herein. The **OWNERS** shall enjoy the proportionate share of land and other common rights of the building as described in the **SCHEDULE- C** below.

- (h) **DEVELOPER'S ALLOCATION** : the Party of the **SECOND PART** i.e. the **DEVELOPER** herein shall get the rest (A) 50% (Fifty Percent) sanction Flat area of the proposed building which shall be of **ENTIRE FIRST FLOOR** flats (consisting of two or more flats) and **ONE FLAT ON THIRD FLOOR SOUTH-EASTERN SIDE** and one flat **ON THIRD FLOOR EASTERN SIDE (FRONT SIDE)** and (B) 50% (Fifty Percent) of the sanction Car Parking space area and (C) 50 % of one office space of the ground floor of the proposed building as mentioned in the **SCHEDULE "D"** herein. Besides the **DEVELOPER** shall enjoy the undivided proportionate share of land and also enjoy all Service area and all other area along with the common rights and facilities of the 'proposed building as morefully described in the **SCHEDULE "A"** and **"C"** hereunder written excluding the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein. It is noted that the entire two storied building which is standing in the said Premises shall be demolished by the **DEVELOPER** at its cost and the Developer shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed ground plus three storied building at her cost and under her supervision and labour to be erected as per annexed Specification as well as



the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. allocated to the **DEVELOPER**.

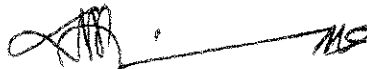
- (i) **THE ARCHITECT**: shall mean such qualified persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said Premises at her cost.
- (j) **BUILDING PLAN**: would mean such ground plus three storied plan to be prepared by the Planner for the construction of the building to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- (k) **TRANSFER**: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree**: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
- 2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
- 3. **THE OWNERS DECLARE** as follows:
  - (a) That they are the absolute joint Owners and are seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE 'A'** below.
  - (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
  - (c) That the said property is free from all encumbrances, land ceiling, charges, liens



dependents, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation.
- (b) **ALLOCATION :**
  - I. **OWNERS' ALLOCATION :** the **DEVELOPER** shall give the **OWNERS** 50% of the sanction flat area and 50% of the sanction Car Parking area and 50% of office space on ground floor as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written.
  - II. **DEVELOPER'S ALLOCATION :** the **DEVELOPER** shall enjoy the rest 50% of the sanction flat area and 50% of the sanction Car Parking area and 50% of office space on ground floor as morefully described in the **SCHEDULE - D** below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification/ completion plan of the sanctioned building plan from the appropriate authorities to be prepared signed and submitted by the **DEVELOPER** for and in the name of the **OWNERS** at the cost of **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the



**OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project. The **DEVELOPER** shall first hand over a copy of the plan to be drawn. After getting the building plan to be sanctioned copy of the same shall be handed over to the **OWNERS**.

- (e) That the **DEVELOPER** shall erect the building in the said premises as per sanction building plan and for the same the **OWNERS** shall put their signatures as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion togetherwith proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**. It is pertinent to mention that immediate after sanction of the building plan a Supplementary Agreement shall be executed between the parties for the distribution of Owners' Allocation and the Developer's Allocation in respect of the said property and its development work. After execution of the such Supplementary Agreement both parties shall enjoy their individual allocation.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a ground plus three storied building thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation. The **OWNERS** shall have right to inspect the progress of the work.
- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by her for such construction of the said proposed building according to the building plan to be sanctioned by The Kolkata Municipal Corporation referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and



other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement. But the **DEVELOPER** shall not have any right to assign this project to any Third Party.

- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of her allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owners or others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.
- (j) That the **DEVELOPER** shall at her own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 30 (Thirty) months from the date of sanction of building plan and/or also from the date of taking over vacant possession of the **SCHEDULE 'A'** mentioned property after demolishing the existing building whichever is later.
- (k) That the **DEVELOPER** shall install in the said building at her own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.

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5. **THE OWNERS HEREBY AGREE AND CONVENANTS WITH THE DEVELOPER as follows:-**

- (i) Not to cause any interference or hindrance whatsoever in during the construction work of the said building at the said premises by the **DEVELOER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, and/or disposing of any portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNERS** positively shall give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**. The **DEVELOPER** shall complete the entire building within 30 (Thirty) months from the date of sanction of the building plan and/or also from the date of taking over vacant possession after demolishing the existing building which ever is later.
- (iv) The **DEVELOPER** shall sell the flats of the proposed building, as the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the respective flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the schedule



hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make Agreement for Sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well Completion plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate General Power of Attorney in favour of the **DEVELOPER** and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favour of the intending Purchasers.

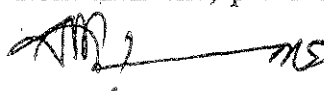
6. **THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNERS** as follows :-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
  - (ii) To complete the construction of the building within 30 (Thirty) months from the date of sanctioning of the building plan in the premises as well as from the date of taking over vacant possession after demolishing the existing building whichever is later. But if the construction work is hampered by flood, any prevailing rule, cyclone or tempest, the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time may be mutually decided by the **OWNERS** and the **DEVELOPER**. However if the **DEVELOPER** fails to complete the project in all respects within the extended time, in that event the **DEVELOPER** shall pay to the **OWNERS** a sum of Rs. 20,000/- (Rupees Twenty Thousand only) per month as compensation till the proposed building is completed in all respects and Owners' Allocation are handed over to the **OWNERS**.
  - (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.



- (iv) Not to do any act, deed or thing from the part of the **DEVELOPER** whereby the **OWNERS** is prevented from enjoying, selling, assigning and/or disposing of any of the **OWNERS' ALLOCATION** in the said building.
- (v) To erect the building as per plan to be sanctioned by the concerned Municipality.
- (vi) Completion time of the project shall be 30 (Thirty) months from the date of sanction of the building plan by The Kolkata Municipal Corporation as well as from the date of taking over vacant possession after demolishing the existing building which ever is later.
- (vii) A Supplementary Agreement shall be executed after sanction of the building plan, clearing, showing and demarcating the respective portion of **OWNERS' ALLOCATION** and the **DEVELOPER'S ALLOCATION** and thereafter the construction will be started by the **DEVELOPER**.
- (viii) N.O.C., Mutation, Assessment Book copy, K.M.C. tax with arrears, if any, upto the date of signing the agreement, shall be paid by the **OWNERS**. If the **DEVELOPER** now pays such amount of K.M.C. taxes with arrears, the entire amount shall be adjusted with the non-refundable amount of the **OWNERS** as mentioned in the Schedule – B below.
- (ix) Thereafter such tax upto the period of handing over of **OWNERS' ALLOCATION** shall be borne by the **DEVELOPER**. After taking over Owners Allocation the Owners shall have to pay the taxes and maintenance for their flats and Car Parking spaces.
- (x) The complete construction specification shall be part of the agreement under Annexure X.

#### 7. MUTUAL COVENANT AND INDEMNITIES :-


- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the **OWNERS' ALLOCATION** as mentioned in the Schedule – 'B' below and shall enjoy their Allocation without interference or disturbances from their end, provided the **DEVELOPER** shall






perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure and bear the cost of plan sanction, soil test etc. and bear the cost of the project.

- (ii) The **OWNERS** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER** to complete the project and also register conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building.
- (iii) The **OWNERS** shall hand over the original title Deeds, link deed and other original papers in respect of the property to the **DEVELOPER** at the time execution of the agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNERS** and these shall be handed over to the Owners/Association of flat owners after completion of registration of the Developer's Allocation.
- (iv) The **OWNERS** shall clear up all the previous outstanding taxes of K.M.C. till the **DEVELOPER** is taken over possession of the premises for development and after taking possession of the **OWNERS' ALLOCATION** in the said building, the **OWNERS** shall be liable to pay the necessary maintenance of the building and also the proportionate taxes. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) The **OWNERS** shall execute and register the Agreement for Sale or Deeds on **DEVELOPER'S ALLOCATION** whenever the **OWNERS** shall be called for; besides the **OWNERS** shall execute all the unregistered Agreement for Sale on Developer's Allocation without raising any objection if required.
- (vi) Immediate after sanction of building plan the allocation of the **OWNERS** and the **DEVELOPER** shall be fixed up and settled after discussion between the parties and thereafter by a supplementary Agreement which shall be executed and



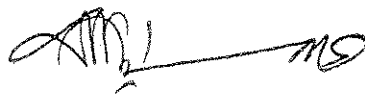
registered between the parties at the cost of the **DEVELOPER** and the necessary Development Power of Attorney shall be then registered by the **OWNERS** in favour of the **DEVELOPER** to sell the **DEVELOPER'S ALLOCATION**.

- (vii) The **OWNERS** shall never be liable regarding the construction of the proposed building to be erected as per sanction plan to be sanctioned by concerned Municipality at the cost of the **DEVELOPER**.
- (viii) The Owners' area shall be constructed by the **DEVELOPER** for and on behalf of the **OWNERS** and/or for their nominees. The rest of the areas of the proposed building shall be constructed by the **DEVELOPER** for and on behalf of itself and/or its nominees. The **OWNERS** and the **DEVELOPER** shall be entitled absolutely to their respective areas and shall be liberty to deal therewith in any manner they deem fit and proper **SUBJECT HOWEVER** to the general restrictions for mutual advantage inherent in ownership flat scheme. The **OWNERS** will also be at liberty to enter into Agreement for sale of their respective areas **SAVE** that the **OWNERS** shall adopt the same agreement as the **DEVELOPER** may adopt in its agreement with the **OWNERS** to the Developer's/Promoter's area at least in so far as the same relates to common portions, common areas and common expenses and other matters of common interests. At any time after delivery of possession of the Owners of the Owners' area, the undivided, impartible, proportionate share in the land shall be sold and conveyed, absolutely by the Owners to the Developer/promoter and/or its nominees and the consideration for the same shall be the cost of construction of the Owners' area and no further amount except mentioned under the **OWNERS' ALLOCATION** shall be payable to the **OWNERS**. The costs of preparation, stamping and registration of the conveyance shall be borne and paid by the respective Purchaser/Transferees.
- (ix) The **OWNERS** will have no obligation to any financial claim or other legal violation of the project
- (xi) In case any of the Parties hereto commit any default in fulfillment of their/its obligations contained herein, then and in such event, the other party shall be

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entitled to specific performance and/or damages.

- (xi) This Agreement shall never be constructed or considered to be any partnership business.
- (xii) By and under this agreement for development the OWNERS agreed with the DEVELOPER for the development of the said property inter alia on the condition that the DEVELOPER shall be entitled to develop the said property at its own cost and expenses according to the sanction building plan obtained from The Kolkata Municipal Corporation and will realize the cost of construction of the development by selling the flats alongwith Car Parking Space except the portions allocated to the OWNERS to be constructed there at.
- (xiii) The DEVELOPER shall keep the OWNERS saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings, that may arise in pursuance hereof including.
  - (a) All claims or demands that may be made due to anything done by the DEVELOPER during construction of the New Building, including, claims by the OWNERS of adjoining properties, for damage to their building.
  - (b) All claims and demands of the suppliers, contractor, workmen and agents of the DEVELOPER, or any account whatsoever, including any accident or other loss.
  - (c) Any demand and/or claim made by the unit owners of the Developer's area.
  - (d) Any action taken by the K.M.C. and/or any other authority for any illegal or faulty construction or otherwise of the New Building even after handing over to the Owners and other unit holders.
- (xiv) It has been decided by the Parties that the OWNERS shall refund the security deposit amount to the DEVELOPER before taking delivery of the Owners' Allocation (immediate after completion) failing which the DEVELOPER shall serve a demand notice to the OWNERS for 30 days to realize the said security deposit amount @ Rs. 4500/- (Rupees Four Thousand Five hundred per Sqft.).



8. **ARBITRATION :**

- (i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.
- (ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

**SCHEDULE OF THE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**

**SCHEDULE - 'A'**

ALL THAT piece and parcel of homestead land measuring an area of 6 (Six) Cottahs 3 (Three) Chittacks 23 (Twenty Three) Sqft. together with an existing two storied old building is standing measuring built up area of 2000 (Two thousand) Sqft. and after demolishing the same a ground plus three storied building shall be erected thereon as per sanction building plan to be sanctioned by the Developer from the K.M.C. and the property is situated in Mouza- Baishnabghata, J.L. No. 28, Pargana- Khaspur, Touzi No. 255, R.S. No. 38, comprising in R.S. Dag No. 720, under R.S. Khatian No. 468 and it is presently known as K.M.C. Premises No.92, Roypur, within the K.M.C. Ward No.101, Assessee No. 31-101-22-0092-8 and the said property is also known as Postal address P-43, Green View, P.O. Garia, presently P.S. Patuli, (formerly P.S. Jadavpur), Kolkata - 700 084, District South 24-Parganas and the entire property is butted and bounded by :-



ON THE NORTH : Government plot and its boundary ;  
ON THE SOUTH : Land and building of Chattopadhyay ;  
ON THE EAST : 12'-0" wide K.M.C. Road;  
ON THE WEST : Government plot and its boundary.

**SCHEDULE - 'B' ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**  
**TO BE OBTAINED FROM THE DEVELOPER**

The OWNER shall get from the DEVELOPER the followings :

the OWNERS shall get from the DEVELOPER : (A) 50% (Fifty Percent) of the sanction flat area and also 50% (Fifty Percent) of the sanction Car Parking space area on ground floor and 50% of the sanction office space on ground floor of the proposed ground plus three storied building with lift facility; out of the Owners' Allocated flats, the OWNERS shall jointly get entire SECOND floor flats (consisting of two or more flats), one complete flat on Third Floor North-East side and value of the balance of 50% share of Third floor flat @ Rs. 4500/- (Rupees Four Thousand Five Hundred) per sqft. on built up area to be paid by the DEVELOPER to the OWNERS. Third floor of the proposed building shall consist of Three flats. (B) (i) Rs. 10,00,000/- (Rupees Ten Lac only) as non-refundable sum to be paid at the time of execution of this Agreement. The DEVELOPER has paid this sum within these presents to the OWNERS who have acknowledged the receipt of the same as per memo below. (ii) Further sum of Rs. 20,00,000/- (Rupees Twenty Lac only) as interest free Security Deposit amount out of which Rs. 15,00,000/- (Rupees Fifteen Lac only) to be paid at the time of execution of this Agreement and (iii) Rs. 5,00,000/- (Rupees Five Lac only) is to be paid by the DEVELOPER to the OWNERS immediate after completion of the



Mutation of B.L. & L.R.O. in the name of the **OWNERS** herein in respect of the total land at the cost of the **DEVELOPER**. (C) This interest free **Security Deposit** shall be adjusted @ Rs. 4,500/- (Rupees Four Thousand Five Hundred) per Sq.ft. on built up area of owners' allocated flat of the proposed building if the **OWNERS** fail to refund the said interest free **Security Deposit** amount to the **DEVELOPER** before taking delivery of their **OWNERS' ALLOCATION**. The **DEVELOPER** shall give the **OWNER No. 1** only as shifting of Rs. 18,000/- (Rupees Eighteen Thousand only) per month during construction of the ground plus three storied building after demolishing the existing two storied building which shall be demolished by the **DEVELOPER** immediate after sanctioning the building plan and entire sale proceeds of such demolition shall be taken by the **DEVELOPER** herein. The **OWNERS** shall enjoy the proportionate share of land and other common rights of the building as described in the **SCHEDULE-"A"** and **"C"** below. and the **DEVELOPER** shall develop the entire land through her proprietorship firm and shall get the rest sanction area i.e. construction of the proposed building along with undivided proportionate share of land and shall enjoy the other common portion of the said premises. It is noted that the **OWNERS** have mutually decided among themselves that entire non refundable advance and also security deposit money shall be received by the **OWNER No.1** namely Dr. Mihir Kumar Das herein as self and on behalf of the Owner Nos. 2 and 3 and accordingly the Owner No.1 has received the non-refundable amount and the security deposit amount as per memo below and acknowledged the receipt of the same.

**SCHEDULE - 'C' ABOVE REFERRED TO**  
**(COMMON RIGHTS AND FACILITIES)**

Stair-case and landings common passage, water lines and water, lift, lift lobby, lift room and lift well, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof, main gate and entrance and undivided proportionate share of land, pump and motor, septic tank, water reservoir and overhead water tank.



**SCHEDULE - 'D' ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

The Party of the **SECOND PART** i.e. the **DEVELOPER** herein shall get the rest (A) 50% (Fifty Percent) sanction Flat area of the proposed building which shall be of **ENTIRE FIRST FLOOR** flats (consisting of two or more flats) and **ONE FLAT ON THIRD FLOOR SOUTH-EASTERN SIDE** and one flat **ON THIRD FLOOR EASTERN SIDE (FRONT SIDE)** and (B) 50% (Fifty Percent) of the sanction Car Parking space area and (C) 50 % of one office space of the ground floor of the proposed building as mentioned in the **SCHEDULE "D"** herein. Besides the **DEVELOPER** shall enjoy the undivided proportionate share of land and also enjoy all Service area and all other area along with the common rights and facilities of the proposed building as morefully described in the **SCHEDULE "A"** and **"C"** hereunder written excluding the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein. It is noted that the entire two storied building which is standing in the said Premises shall be demolished by the **DEVELOPER** at its cost and the Developer shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in this **SCHEDULE "D"**. The Party of the **SECOND PART** shall erect the entire proposed ground plus three storied building at her cost and under her supervision and labour to be erected as per annexed Specification as well as the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. allocated to the **DEVELOPER**.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. *Mrinal Ray*  
87/12 Raja S.C. Mullick Road  
Kolkata - 700047

1. *Mihir kumar Das*

2. *Champa Das*

3. *Shreli Das*

2. *Abhijit Kumar Mishra*  
69/1, Baghajatin Place  
Kolkata - 700086

SIGNATURE OF THE OWNERS

**For M/S. MATRIK**

*Ruma Ray*  
Proprietress

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

*Debes Kumar Misra* (Signature)  
(MR. DEBES KUMAR MISRA)  
ADVOCATE [Enrollment No.F/364/329/1989]

HIGH COURT, CALCUTTA  
Resi-cum-Chamber :69/1, Baghajatin  
Place, Kolkata-86

PH-9830236148(D.K.M.),  
Email:debeskumarmisra@gmail.com  
9051446430(Somesh),  
Email:mishrasomesh08@gmail.com  
9836115120(Tapesh),  
Email:tapesh.mishra85@gmail.com



ANNEXTURE : X

**SCHEDULE OF WORK**  
**(SPECIFICATION OF THE BUILDING CONSTRUCTION)**  
**All Civil Work as per I.S.I. standard.**

1. Vitrified tiles in Bed Room, Drawing, Dining, Verandah.
2. Ceramic tiles flooring in Kitchen, Toilet and Marble in stair and Stair case.
3. Sal Wood Door frame.
4. Factory made ply Flush Door Shutter (water proof). Main door with sanmica finish.
5. Aluminum sliding window with straight grill.
6. Plaster of Paris in inside wall.
7. colour paint in stair and staircase.
8. Glazed tiles Up to 6 ft. height in toilet wall, 3 ft. height in kitchen on black Granite kitchen platform.
9. Concealed Electrical wiring with copper wires, Two Light point and Fan, Plug point one each in Bed Room, Drawing/Dining Room, 15A plug point in Drawing/Dining & Toilet including switch and switch board as necessary one A.C. point in any one Bed Room and cable point in Living Dining Room.
10. Concealed water supply line with G.I. & Blue pipes.
11. White pan, basin & commode.
12. Steel Sink in Kitchen.
13. Black Granite kitchen platform in kitchen.
14. Synthetic enamel paint in door shutter.
15. Weathercoat paint in out side wall.
16. Verandah railing up to window seal height.
17. Lift (Reputed company).

It is noted that if any extra work is done as per the desire of the OWNER. for such extra work, the OWNER shall pay the necessary cost to the DEVELOPER.

**MEMO OF CONSIDERATION**

RECEIVED the sum of Rs.25,00,000/- (Rupees Twenty Five Lac) only as within mentioned non refundable sum Rs. 10,00,000/- and Rs. 15,00,000/- totaling Rs.25,00,000/- (Rupees Twenty five Lac) only as part of interest free security deposit amount from the Developer in the manner following :

<u>Sl.No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank's Name &amp; Branch</u>	<u>Amount (Rs.)</u>
1.	15.06.2016	008552	Bank of India, Garia Branch.	Rs.10,00,000.00
2.	15.06.2016	008553	- Do -	Rs.15,00,000.00

Total : Rs. 25,00,000.00

(Rupees Twenty Five Lac) only

**WITNESSES:**

1. *Mrinal Ray*  
87/12 Raja S.C. Mukherjee Road  
Kolkata - 700047

1. *Mihir Kumar Das*











2. *Champa Das*

2. *Abhijit Kumar Mishra*  
69/A, Baghoyati Place  
Kolkata - 700086

3. *Sheruli Das*











SIGNATURE OF THE OWNERS

*[Signature]*  
*Adam*

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left hand					
right hand					










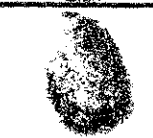
Name... MIHIR KUMAR DAS...

Signature... Mihir Kumar Das...

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					











Name... CHANDRA DAS...

Signature... Chandra Das...

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name... SHEULI DAS...

Signature... Sheuli Das...



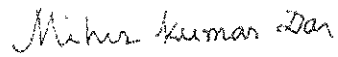
	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



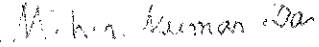
Name... RUMA RAY...

Signature... Ruma Ray...





## Seller, Buyer and Property Details




### A. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>Dr Mihir Kumar Das                      Son of Late Phani Bhusan Das                      P-43, Green View, P.O:- Garia, P.S:- Patuli,                      District:-South 24-Parganas, West Bengal, India,                      PIN - 700084</p>	 15/06/2016 12:40:16 PM	 LTI 15/06/2016 12:40:21 PM
		 15/06/2016 12:40:35 PM	

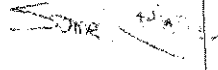
Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Dr Mihir Kumar Das                      Son of Late Phani Bhusan Das                      P-43, Green View, P.O:- Garia, P.S:- Patuli,                      District:-South 24-Parganas, West Bengal, India,                      PIN - 700084 Sex: Male, By Caste: Hindu,                      Occupation: Others, Citizen of: India, PAN No.                      ACTPD8297M.; Status : Individual; Date of                      Execution : 15/06/2016; Date of Admission :                      15/06/2016; Place of Admission of Execution :                      Office</p>	 15/06/2016 12:40:16 PM	 LTI 15/06/2016 12:40:21 PM
		 15/06/2016 12:40:35 PM	

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Smt Champa Das  Wife of Late Shyamal Das  1, Santi Path, P.O:-Santoshpur, P.S:- Purba  Jadabpur, District:-South 24-Parganas, West  Bengal, India, PIN - 700075 Sex: Female, By  Caste: Hindu, Occupation: House wife, Citizen of:  India, PAN No. ADSPD9431B,; Status : Individual;  Date of Execution : 15/06/2016; Date of  Admission : 15/06/2016; Place of Admission of  Execution : Office</p>	 15/06/2016 12:40:58 PM	 LTI 15/06/2016 12:41:03 PM
		<p><i>Champa Das</i></p> <p>15/06/2016 12:41:17 PM</p>	
3	<p>Smt Sheuli Das  Wife of Shri Parimal Das  101B, Raja S. C. Mullick Road, P.O:- Naktala,  P.S:- Patuli, District:-South 24-Parganas, West  Bengal, India, PIN - 700047 Sex: Female, By  Caste: Hindu, Occupation: House wife, Citizen of:  India, PAN No. AGMPD6726G,; Status :  Individual; Date of Execution : 15/06/2016; Date of  Admission : 15/06/2016; Place of Admission of  Execution : Office</p>	 15/06/2016 12:41:34 PM	 LTI 15/06/2016 12:41:40 PM
		<p><i>Sheuli Das</i></p> <p>15/06/2016 12:41:58 PM</p>	

Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<b>MESSRS MATRIK</b> 400 B/1Z, N.S.C. Bose Road, P.O:- Naktala, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India. PIN - 700047 PAN No. AFMPR0344B,; Status : Organization; Represented by representative as given below:-		
1(1)	<b>Smt Ruma Ray</b> 87/12, Raja S.C. Mullick Road, P.O:- Naktala, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFMPR0344B,; Status : Representative; Date of Execution : 15/06/2016, Date of Admission : 15/06/2016; Place of Admission of Execution : Office	 15/06/2016 12:39:31 PM	 LTI 15/06/2016 12:39:37 PM
		 15/06/2016 12:39:56 PM	

## B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<b>Mr Somesh Mishra</b> Son of Shri Debes Kumar Misra High Court, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	<b>Dr Mihir Kumar Das, Smt Champa Das, Smt Sheuli Das, Smt Ruma Ray</b>	 15/06/2016 12:42:12 PM

## C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: ROYPUR, , Premises No. 92, Ward No: 101		6 Katha 3 Chatak 23 Sq Ft	45,00,000/-	45,34,870/-	Proposed Use: Bastu, Width of Approach Road: 12 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F1	Floor No: 1	1000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete
F2	Floor No: 2	1000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	2000 Sq Ft.	5,00,000/-	12,75,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Dr Mihir Kumar Das	MESSRS MATRIK	3.42069	33.3333
	Smt Champa Das	MESSRS MATRIK	3.42069	33.3333
	Smt Sheuli Das	MESSRS MATRIK	3.42069	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Dr Mihir Kumar Das	MESSRS MATRIK	666.667 Sq Ft	33.3333
	Smt Champa Das	MESSRS MATRIK	666.667 Sq Ft	33.3333
	Smt Sheuli Das	MESSRS MATRIK	666.667 Sq Ft	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Somesh Mishra
Address	High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160504050 / 2016

Query No/Year	16050000812484/2016	Serial no/Year	1605004688 / 2016
Deed No/Year	I - 160504050 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Dr Mihir Kumar Das	Presented At	Office
Date of Execution	15-06-2016	Date of Presentation	15-06-2016

Remarks

On 15/06/2016

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 12:01 hrs on : 15/06/2016, at the Office of the A.D.S.R. ALIPORE by Dr Mihir Kumar Das , one of the Executants.

Certificate of Market Value (W.B. RV Rules of 2004)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 58,09,870/-

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

Execution is admitted on 15/06/2016 by

Dr Mihir Kumar Das, Son of Late Phani Bhusan Das, P-43, Green View, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, By caste Hindu, By Profession Others

Indetified by Mr Somesh Mishra, Son of Shri Debes Kumar Misra, High Court, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/06/2016 by

Smt Champa Das, Wife of Late Shyamal Das, 1, Santi Path, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, By caste Hindu, By Profession House wife

Indetified by Mr Somesh Mishra, Son of Shri Debes Kumar Misra, High Court, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/06/2016 by

Smt Sheuli Das, Wife of Shri Parimal Das, 101B, Raja S. C. Mullick Road, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, By caste Hindu, By Profession House wife

Indetified by Mr Somesh Mishra, Son of Shri Debes Kumar Misra, High Court, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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



Execution is admitted on 15/06/2016 by

Smt Ruma Ray Proprietress, MESSRS MATRIK, 400 B/1Z, N.S.C. Bose Road, P.O:- Naktala, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Smt Ruma Ray, Daughter of Shri Mrinal Ray, 87/12, Raja S.C. Mullick Road, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, By caste Hindu, By profession Business

Indetified by Mr Somesh Mishra, Son of Shri Debes Kumar Misra, High Court, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,510/- ( B = Rs 27,489/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 27,510/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 6,550/-, by Stamp Rs 500/-

#### Description of Stamp

1. Rs 500/- is paid on Impressed type of Stamp, Serial no 4772, Purchased on 14/06/2016, Vendor named A K Purakayastha.

#### Description of Draft

1. Rs 6,550/- is paid, by the Draft(8554) No: 000427516922, Date: 14/06/2016, Bank: STATE BANK OF INDIA (SBI), BAGHAJATIN STATION ROAD BRANCH.



(Amitava Chanda)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2016, Page from 110640 to 110674  
being No 160504050 for the year 2016.



Digitally signed by AMITAVA CHANDA  
Date: 2016.06.16 15:42:38 +05:30  
Reason: Digital Signing of Deed.

(Amitava Chanda) 16-06-2016 15:42:37  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)