

294

I-06957/2018

10



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

E 062243

P-1824041/18

अनुमति प्राप्त होना आवश्यक है
 submitted to registration. The
 sheet / sheets & the
 sheet / sheet
 attached with this document
 as the part of this document

Additional District Sub-Registrar
 Sodepur, North 24 Parganas
 10 DEC 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 07th day of
December 2018 (Two Thousand Eighteen)

B E T W E E N

M. B. CONSTRUCTION
 Proprietor
[Signature]

Contd....P/2

[Handwritten mark]

SMT BHASWATI CHAKRABORTY , PAN - BFKPC5216E, wife of Sri Bhaskar Chakraborty, by faith - Hindu , by Nationality - Indian , by occupation - Housewife , residing at Vill - Mohispota, P.O. Natagarh, P.S. Ghola, Dist : North 24 Parganas, Kolkata - 700 113, hereinafter called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors administrators, legal representatives and/or assigns) etc . of the **FIRST PART** .

A N D

M.B. CONSTRUCTION , PAN - AMEPB5726A, a proprietorship firm having its office at Birnagar (Lockgate) P.O. Bengal Enamel , P.S. Titagarh , Dist : North 24 Parganas , represented by its proprietor namely **SRI MANOJ BISWAS** , PAN - AMEPB5726A , son of Sri Haripada Biswas , by faith - Hindu , by Nationality - Indian , by occupation - Business , residing at Birnagar (Lockgate) P.O. Bengal Enamel , P.S. Titagarh , Dist : North 24 Parganas , hereinafter called and referred to as the "**DEVELOPER/ CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-Office, legal representatives and/or assign) of the **SECOND PART** .

WHEREAS one Pachi Bala Dasi got a plot of land measuring 1.19 Acre in Dag No 443 , under Khatian Nos. 178 & 180 and land measuring 11 decimal in Dag No. 468, under Khatian Nos. 268 & 269, thus total land measuring 1 Acre 30 decimal, lying and situated at Mouza - Mohispota, J.L. No. 26, Touzi No. 198 under P.S. Ghola, Dist : North 24 Parganas by way of patta from the then jaminder Elem Mondal , by virtue of a registered Deed of Patta 10.04.1937.

AND WHEREAS after obtaining the aforesaid property said Pachi Bala Dasi while so seized and possessed of the same she transferred the aforesaid property by way of gift to her son Laxmikanta Naskar , by virtue of a registered Deed of Gift and the same was registered in the Office of Sub-Registrar, Barrackpore on 17.11.1948, being Deed No. 1941 for the year 1948 .

AND WHEREAS after obtaining the aforesaid property said Laxmi Kanta Naskar sold and transferred some portion of land and thereafter he recorded his name in the Settlement Records in Khatian No. 493 , Dag No. 443 , land measuring 60 decimal and in Khatian No. 493 , Dag No. 494 , land measuring 59 decimal , thus total land measuring 1 Acre 19 decimal and while so seized and possessed of the same he sold and transferred the same to Sri Birupaksha Sarkar and his co-sharer namely Sri Jyotish Chandra Bhattacharjee , Sri Susanta Chakraborty and Sri Satadal Behari Nag, by virtue of a registered Deed of Sale and the same was registered in the Office of Sub-Registrar, Barrackpore on 16.06.1971, written in Book No. 1, Volume No. 48, pages from 4 to 8 , being Deed No. 2648 for the year 1971 .

AND WHEREAS said Birupaksha Sarkar sold and transferred a plot of land measuring 3 Cottahs 8 Chittaks to his son Bamalaksha Sarkar, by virtue of a registered Deed of Sale and the same was registered in the Office of Sub-Registrar Barrackpore on 30.10.1971 , being No. 4179 for the year 1971 .

AND WHEREAS said Bamalaksha Sarkar, Bimalaksha Sarkar and Amalaksha Sarkar were the joint owner of rest plot of land by way of inheritance and said Lakshikanta Naskar was the owner of a plot of land measuring 115 1. by

way of inheritance in Mohispota , Khatian No. 290, Dag No. 447 and while so seized and possessed of the same said Lakshikanta Naskar sold and transferred his aforesaid property to the Biruapksha Sarkar , Jyotish Chandra Bhattacharjee , Susanta Chakraborty and Satadal Behari Nag , by virtue of a registered Deed of Sale and the same was registered in the Office of Sub- Registrar Barrackpore on 25.05.1972 , written in Book No. 1, Volume No. 37, pages from 271 to 274, being No. 1935 for the year 1972 .

AND WHEREAS after purchasing the aforesaid property Biruapksha Sarkar , Jyotish Chandra Bhattacharjee , Susanta Chakraborty and Satadal Behari Nag while so seized and possessed of the same said Birupaksha Sarkar died intestate leaving behind him his three sons namely Bamalaksha Sarkar , Bimalaksha Sarkar and Amalaksha Sarkar as his only legal heirs and successors to inherit his undivided share of property left by deceased Birupaksha Sarkar.

AND WHEREAS after demise of Birupaksha Sarkar, his legal heirs namely Bamalaksha Sarkar , Bimalaksha Sarkar and Amalaksha Sarkar were the joint owner of the aforesaid property and their co-sharers Jyotish Chandra Bhattacharjee , Susanta Chakraborty and Satadal Behari Nag were the joint owner of another property and due to their better use and enjoyment they amicably partition their property amongst themselves and said Bamalaksha Sarkar, Bimalaksha Sarkar and Amalaksha Sarkar , Jyotish Chandra Bhattacharjee and Susanta Chakraborty were the owner of a landed property and while so seized and possessed of the same they jointly sold and transferred a plot of land measuring 6 Cottahs 6 Chittaks in R.S. Dag No. 443 , under R.S. Khatiani Nos. 493 & 494 out of total land measuring 17 Cottahs and land

measuring 4 Cottahs 3 Chittaks 22.5 Sq. ft. in R.S. Dag No. 447, under R.S. Khatian No. 290 , thus total land measuring 10 Cottahs 9 Chittaks 22.5 Sq. ft. to the present owner herein Smt. Bhaswati Chakraborty , by virtue of a registered Deed of Sale and the same was registered in the Office of Sub-Registrar , Barrackpore on 25.06.1982, written in Book No. 1, Volume No. 82, pages from 125 to 134, being No. 3773 for the year 1982 .

AND WHEREAS said Satadal Behari Nag sold and transferred a plot of land measuring 1 Cottah 8 Chittaks in R.S. Dag No. 443 , under R.S. Khatian Nos. 493 & 494 out of his total property to the present owner herein Sri Bhaswati Chakraborty, by virtue of a registered Deed of Sale and the same was registered in the Office of A.D.S.R, Barrackpore on 13.08.1986, written in Book No. 1, Volume No. 94, pages from 269 to 274, being No. 5185 for the year 1986 .

AND WHEREAS after purchasing the aforesaid property by way of two different deeds and in the meantime the present owner herein sold and transferred some portion of land and she become the sole and absolute owner of rest plot of land measuring 8 (eight) Cottahs and recorded her name in the L.R. Settlement Records in L.R. Khatian Nos. 203 & 565 , L.R. Dag Nos. 443 & 447, classification as Bastu and also mutated her name in the Assessment Register of Bilkanda 1 No. Gram Panchayet and paying Govt. rents and Panchayet Taxes regularly and punctually and still occupying and enjoying the same without any disturbances from any corner whatsoever .

AND WHEREAS the above named owner of the First Part desirous to develop her property as described in the Schedule written hereunder by way of raising a multi - storied building comprising of certain shop rooms and residential flats and garages and office upon the Schedule property .

AND WHEREAS due to financial stringency and hardship the above named owner of the First Part is not in a position to materialise her desire as to affecting the development of their property as described in the Schedule below.

AND WHEREAS the above named owner of the First Part have given an offer to the party of the Second Part urging theme thereby to develop the said property by way of construction of a multi storied building subject to the approval by the local Bilkanda 1 No. Gram Panchayet at the developer's own costs and in pursuance of the Building Plan as would be sanctioned by the Local Bilkanda 1 No. Gram Panchayet .

AND WHEREAS the Party of the Second Part having immense experience as builder and having sound financial capability have accepted the said offer of the party of the First Part so as to effecting development upon the said property as described in the Schedule below after having due satisfaction relating to be right , title and interest of the owner of the First Part over the Schedule property written hereunder on terms and conditions laid down hereunder and has mutually agreed by and between the parties hereto .

AND WHEREAS for brevity and precision of this agreement following clarifications constituting thereby part of the agreement have been made .

JP

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto as follows :-

ARTICLE - I
DEFINITIONS

OWNER : - shall mean the **SMT BHASWATI CHAKRABORTY** , PAN - BFKPC5216E , wife of Sri Bhaskar Chakraborty, by faith - Hindu , by Nationality - Indian , by occupation - Housewife , residing at Vill - Mohispota, P.O. Natagarh, P.S. Ghola, Dist : North 24 Parganas, Kolkata - 700 113.

DEVELOPER : shall mean **M.B. CONSTRUCTION** , a proprietorship firm , having its office at Birnagar (Lockgate) P.O. Bengal Enamel , P.S. Titagarh , Dist : North 24 Parganas , represented by its proprietor namely **SRI MANOJ BISWAS** , son of Sri Haripada Biswas , by faith - Hindu , by Nationality - Indian , by occupation - Business , residing at Birnagar (Lockgate) P.O. Bengal Enamel , P.S. Titagarh , Dist : North 24 Parganas.

SAID LAND : - 8 (eight) Cottahs together with 100 Sq. ft. R.T. shed structure standing thereon , lying and situated at Mouza - Mohispota, J.L. No. 26, Touzi No. 198, comprised and contained in R.S. & L.R. Dag Nos. 443 & 447 , under R.S. Khatian Nos. 290, 493 & 494 , corresponding to L.R. Khatian Nos. 203 & 565 under the local limits of Bilkanda 1 No. Gram Panchayet , within the jurisdiction of A.D.S.R.O. Sodepur, under P.S. Ghola , Dist : North 24 Parganas , Kolkata - 700 113 .

BUILDING : shall mean and include the multi-storied building to be constructed on the aforesaid Bilkanda 1 No. Gram Panchayet consisting several numbers of self contained flats , shops , offices , godown and garages etc of the proposed building .

COMMON FACILITIES : shall mean and include , corridors , stair cases , passages , if any drive ways , common lavatories , tower , lift , discs , generators , water pump , septic tank , statutory , open space surrounding the said holding , main gate , main entrance , caretaker room , main structure , pipe lines , drains , water reservoir and main meter etc. and all other facilities which will be provided by the Developers in the said new building and proportionate share of land . Ultimate roof will be used by the all flat occupiers of the proposed building for water overhead tank/reservoir .

SALEABLE SPACE : shall mean the entire constructed area/space on all the floors in the said new multi-storied building .

OWNER'S ALLOCATION : shall mean the land Owner will get 4 residential flats , one flat on the front side/North-East side another flat on the South-East side and another flat on North side and another flat on North-West side , each flat measuring 600 Sq. ft. each i.e. 2400 Sq. ft. Carpet area on the Second Floor and will also get three shop rooms on the Ground Floor (inside/Back side), two shop rooms, measuring covered area 100 Sq. ft. each and another one shop room , measuring covered area 150 Sq. ft. according to the building sanction plan as owner's allocation area of the said multi-storied building (G+4) and will also get Rs. 40,00,000/- (Rupees Forty Lakh) only out of which the landowner will get Rs. 2,00,000/- (Rupees Lakh) only at the time of registration of Development Agreement and Development Power of Attorney and will also get Rs. 18,00,000/- (Rupees Eighteen Lakh) only within 3 (three) months i.e. at the time of handed over vacant possession of the said property and balance amount of Rs. 20,00,000/- (Rupees Twenty Lakh) only will be get at the time of complete possession of owner's allocation of the multi storied building after making due provisions for common facilities and the space required thereof and after providing the Developer's allocation .

DEVELOPER'S ALLOCATION : shall mean the rest constructed area/ space on all the floors except owner's allocation in the said new multi-storied building (G+4) available for independent use and occupation by the Developer after making due provisions for common facilities and the space required thereof and after providing the Owner's allocation .

THE ARCHITECT : shall mean such person or persons with requisite qualification who will be appointed by the Developers for designing and planning of the said new building .

BUILDING PLAN : shall mean such plan prepared by the Architect for the construction of the said new building and sanctioned by the Bilkanda 1 No. Gram Panchayet .

TRANSFER : shall mean with its grammatical variations shall include transfer by possession and by and other means adopted for effecting what is understood as a transfer of space in the building to the purchaser thereof .

TRANSFeree : shall mean a person , firm , limited company , association of person to whom any space in the building will be transferred .

TIME : shall mean the construction shall be completed positively within 24 (twenty four) months from the date of sanction of the plan , save and except , the work be prevented by any force majeure/ natural calamity /unwanted litigation. Time is the essence of this agreement .

COMMENCEMENT

The agreement shall be deemed to have commenced with effect from the date of execution of this agreement . The land owner will execute a registered Power of Attorney in favour of the Developer or their nominated person and if any defect arise regarding the title of the said property then the Vendors /owner will refund the entire payable amount to the Developer within six month from the date of signing of this Development Agreement .

The Developer shall have to arrange the separate accommodation for his own cost to the present owner till the multi-storied building will complete or handed over the owner's allocation flat in due time and the Developer shall have to pay house rent of Rs. 6,000/- (Rupees Six Thousand) only per month within 10th of every English calendar month after vacating possession till the owner's allocation/ possession will be delivered .

OWNER'S RIGHTS AND REPRESENTATIONS

1. The owner are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of Schedule mentioned hereinbelow.
2. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulations)Act , 1976 .

DEVELOPER'S RIGHTS

1. The owner hereby grant subject to that has been hereunder provided exclusive right to the Developer to build upon and to exploit commercially that said plot of land and shall be able to construct the new residential building thereupon in accordance with plan to be sanctioned by the Bilkanda 1 No. Gram Panchayet with or without any amendment and/or modification thereto made or caused to be made by the parties hereto and approved by the Bilkanda 1 No. Gram Panchayet .

COMMON REPRESENTATION

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing dues or post as and from the date of handing over vacant possession of the land or part of it by the owner to the Developer .
2. As soon as the proposed building be completed within the time hereinafter mentioned that Developer shall give written notice to the owner for owner allocation and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and certificate of the Architect being produced to the effect then after 30 days from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner allocation , the said rates to be apportioned pro-rate with reference to the saleable space in the building if they are levied on the building as a whole .
3. The owner shall not to do any act , deed or thing whereby the Developer shall be prevented from completion of construction work of the said building .

COMMON RESTRICTION

The owner's allocation in the proposed new building shall be subject to the same restriction on transfer and use as are applicable to the developer's allocation in the said new building intended for common benefits of all occupiers of the new building which shall include the following :

1. The owner shall not use or permit to the use of the owner allocation in the said new 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 new building . The Developer and his nominee/nominees shall , also , not to use or permit to the use of the developer's allocation in the new building or any portion thereof 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 new building .
2. All the parties shall abide by all laws , bye laws rules and regulations of the Government Statutory bodies and regulations of the Government , local bodies and association when formed in future as the case may be without invading the right of the owner .
3. The respective allottee shall keep their respective allocation in the new building in good working condition and repairs .
4. Neither party shall throw or accumulate any dirt, rubbish , waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compounds corridors or any other portion or portions of the building .

OWNER'S OBLIGATION

1. The owner hereby agree and covenant with the Developer , not to cause any interference of hindrance in the construction of the building at the said property by the Developer .

2. The owner hereby agrees and covenants with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling , assigning and/or disposing of any part or portion of the Developer's allocated portion in the building or of the said property save and except the right of property .
3. Provided that developer follows the terms and condition as specified in the agreement .

DEVELOPER'S OBLIGATION
The Developer hereby agrees and
covenants with the owner

1. That the Developer shall complete the construction of the building within **24 (twenty four)** months positively from the date of sanctions of the building plan (the time of completion of the building fully shall be strictly observed) . The period of construction will be extended if there is any force meajure/ natural calamity /unwanted litigation in respect of the property . If the Developer takes the advance money or booking money from the intending Purchaser/Purchasers and subsequent thereto without completing the covenants i.e. the completion of the building fly away the whole liabilities and responsibilities in returning the money and/or punishment shall be borne by the Developer alone or in absence his heirs ; successors , legal representatives and assigns will be held responsible and liable for the same .
2. Not to violate or contravene any of the provision or rules applicable for construction of the building .

OWNER INDEMNITY

The owner hereby undertake that the Developer shall entitled to the said construction and shall enjoy their allocated space without any interference and/or disturbances provided the Developer performs and fulfill all an singular the terms and conditions herein contained and/or its part to be observed and performed .

DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or in relation to the construction and sale of Developer's allocation of the new building .
2. The Developer hereby undertakes to keep the owner indemnified against all actions , suits , costs , proceedings and claim that may arise with regard to the development of the said premises and/or in the matter of construction of the said building .
3. The Developer hereby indemnify that the Developer , hereinbefore , will deliver the peaceful possession to the owner of the owner's allocated portion as mentioned hereinabove .


MISCELLANEOUS

1. The owner and the Developer hereto have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership amongst them . The parties hereto can proceed with this agreement .

2. Nothing in these presents shall be construed as a demise or assignment of conveyance in land by the owner of the said property or any thereof to the Developer other right, title and interest in respect thereof in the Developer other than on exclusive license to the Developer of commercially exploit the same in the terms thereof, provided however the Developer shall be entitled to borrow money from any Bank or Banks only for Developer's allocated area without creating any financial liability on the owner or affecting and or be liable for payment of any due of such bank or banks and for that purpose the Developer shall keep the owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the owner if sent to under registered post with acknowledgement due at the address given in this agreement.

4. The owner hereby fully agrees that the Developer shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit of exploitation of the new building from the date of execution of this agreement and on completion of the building or earlier all such advertisement and hoarding shall be cleared of by the Developer at his own costs.

 5. The original agreement, original title deed, all other necessary documents and permissions in original from different proper authorities, original sanction plan, original tax receipt etc. in respect of the said property shall be kept at the

office of the Developer for the inspection of the intending purchasers subject to the above all original deeds and documents are to be treated as the property of the flat owners' association and duly handed over the same by the Developer to the said flat owners' association that will be formed after completion of the total building .

6. The Developer shall not in any manner give up the construction of the new building till completion . If the Developer give up the construction in any incomplete manner and keeps it abandoned for a period of six months , in that event the owner shall be at liberty and/or shall re-enter into the property and shall be further entitled to enter into further agreement/agreements with any other person/persons regarding the development and completion of the project under the terms and conditions as will settled with the said person/persons and/or the owner shall personally develop and complete the construction of the building and shall be able to sell , transfer , lease , let out or deal with the said building according to their own choice and after selling return the Developers' costs that will be invested by the Developer supported by papers as settled between the parties .

FORCE MAJURE

1. The parties hereto are not considered to be liable for any obligation hereunder to the extent that performance of the relative obligation was prevented by any "Force Majure" and this contract shall remain suspended during the duration of such meajure , if any .

2. Force majeure shall mean floods , earth quake , riot , war storms , tempest , civil commotion , strikes , lockout and or any other act or commission beyond the control of the parties hereto affected thereby and non-availability of essential materials like cement , steel etc.

ARBITRATION

In case of any disputes or differences or any question arising , except time limitation , between the parties hereto with regard to this agreement the same shall be referred to arbitration under the provisions of the Indian Arbitration Act , 1940 and/or any other statutory modification and/or enactments .

JOINT OBLIGATIONS

1. The Developer shall develop and construct a multi storied building on the said land as per plan of local Bilkanda 1 No. Gram Panchayet on the said land as per said Municipality rules after utilizing the available R.A.R. as per present rules in vague .

2. The owner will put their names and signatures in all lawful papers/ plans/ documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be promoted . And also , the owner will put his signatures , as required time to time on the lawful papers , documents , forms , agreements on request or demand of the Developer for successful completion of the project .

SCHEDULE ABOVE REFERRED TO
(Description of the Property hereby agreed)

ALL THAT piece and parcel of Bastu land measuring 8 (eight) Cottahs together with 100 Sq. ft. R.T. shed structure standing thereon , lying and situated at Mouza - Mohispota, J.L. No. 26, Touzi No. 198, comprised and contained in R.S. & L.R. Dag Nos. 443 & 447 , under R.S. Khatian Nos. 290, 493 & 494 , corresponding to L.R. Khatian Nos. 203 & 565 under the local limits of Bilkanda 1 No. Gram Panchayet , within the jurisdiction of A.D.S.R.O. Sodepur, under P.S. Ghola , Dist : North 24 Parganas , Kolkata - 700 113, which is butted and bounded by :-

ON THE NORTH : Property of Niranjan Das .

ON THE SOUTH : Property of Tapas Laskar .

ON THE EAST : 30' - 0" Panchayet Road .

ON THE WEST : Property Mr. Parthababu .

The estimated value of the said property is Rs. 50,00,000/- (Rupees Fifty Lakh) only

Contd...P/20

THE SCHEDULE "B" ABOVE REFERRED TO

OWNER'S ALLOCATION : shall mean the land Owner will get 4 residential flats , one flat on the front side/North-East side another flat on the South-East side and another flat on North side and another flat on North-West side , each flat measuring 600 Sq. ft. each i.e. 2400 Sq. ft. Carpet area on the Second Floor and will also get three shop rooms on the Ground Floor (inside/Back side), two shop rooms, measuring covered area 100 Sq. ft. each and another one shop room , measuring covered area 150 Sq. ft. according to the building sanction plan as owner's allocation area of the said multi-storied building (G+4) and will also get Rs. 40,00,000/- (Rupees Forty Lakh) only out of which the landowner will get Rs. 2,00,000/- (Rupees Lakh) only at the time of registration of Development Agreement and Development Power of Attorney and will also get Rs. 18,00,000/- (Rupees Eighteen Lakh) only within 3 (three) months i.e. at the time of handed over vacant possession of the said property and balance amount of Rs. 20,00,000/- (Rupees Twenty Lakh) only will be get at the time of complete possession of owner's allocation of the multi storied building after making due provisions for common facilities and the space required thereof and after providing the Developer's allocation . he space required thereof and after providing the Developer's allocation .

THE SCHEDULE "C" ABOVE REFERRED TO

DEVELOPERS ALLOCATON shall mean remaining constructed area according to the building sanctioned plan except owner's allocation in the proposed building to be constructed on the said premises after deducting owner's allocation including proportionate share of the common facilities and amenities after providing for owner's allocation .

Be it mentioned here that the roof of the top floor will reserved jointly for the Developer and landowner for their mutual consent of both parties .

THE SCHEDULE "D" ABOVE REFERRED TO
(Specification of construction for the flat/unit)

- FOUNDATION : Rain forced cement concrete footing .
- STRUCTURE : R.C.C. frame structure .
- BRICK WORK : Made of 1st class brick 200 mm.
Wall : 1:5 cement mortar 75:125 mm.
Wall : 1:4 cement mortar .
- WALL : Partition Wall will be 3" and 5" and side will be 8" .
- FLOOR : Entirely finished with Marble (Marwar Cutpice) .
- TOILET & W.C. : One Commode and one Indian type with High Density P.V.C. Cistern , shower (C.P.) for each flat .
Toilet Wall : 5 ft. high citu Tiles .
Floor : W.C. Dado : 4" high tiles .
- KITCHEN : (a) Cooking platform : Black Marble Stone
(b) Still Sink .
(c) Upto 2 ½ ft above from kitchen top level plain coloured glazed tiles 10" x 15 "
- DOOR : Main door would 1 ½ " thickness gamari wooden door and inside : 35 mm thick solid block board core construction commercial flush doors (Hot pressed) boned with phenol synthetic resin .
- WINDOW : Aluminum Channel window with grill .
- WALL : Inside and outside plaster with inside Putti and primer painting of Doors and windows .
- ELECTRICALS : (a) Concealed wiring Heavy duty copper wire fitting Fixing (Havels/ Finolex) .
(b) Electrical points 30 only per Flat .
(c) individual meter by the name of owner own cost .

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 & DELIVERED

In the presence of: -

17 Atson An.
Titargaul
Vas. 700113

Sanat kr sin.
47. H.D. Paul St.
PO:- Jhapra, Nawabganj
PS:- Noapara.
Dist:- 24. P.G.S. (M)

Bhawati Chakraborty
SIGNATURE OF THE OWNERS

M. B. CONSTRUCTION

M. B. Construction
Proprietor

SIGNATURE OF THE DEVELOPER

op

Contd...P/23

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 2,00,000/- (Rupees Two Lakh) only from the within named Developer as advance/earnest money in the following manner

<u>Cash/Cheque</u>	<u>Bank</u>	<u>Branch</u>	<u>Date</u>	<u>Amount</u>
183613	S.B.I.	Babanpur	02.12.18	2,00,000/-
			Rs.	2,00,000/-

(Rupees Two Lakh) only

Witnesses :-

1. *Alson Anil*
Tibegard
Wod - 700119

2. *Sauat Ks Sen*
47. H.D. Paul St.
PO:- Khatapur, Nawabganj
PS:- Noapara
Dist:- 24. P.O.S. (N)

Dhatri Chakraborty

Signature of the Owner

Drafted by me :-

Kalyanswar Ghosh
(Sri Kalyanswar Ghosh)
Deed Writer
License No. W.B.-D.W.-X-38/1990
A. D.S. R. O. Barrackpore

Typed by me :

Jyoti Sanka Mandal
(Jyoti Sanka Mandal)
Barrackpore .

Major Information of the Deed

Deed No :	I-1524-06957/2018	Date of Registration	07/12/2018
Query No / Year	1524-0001824041/2018	Office where deed is registered	
Query Date	03/12/2018 3:43:40 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Kalyaneswar Ghosh Sastitala Ichapur, Thana : Noapara, District : North 24-Parganas, WEST BENGAL, PIN - 743144, Mobile No. : 9330923505, Status : Deed Writer		
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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 50,00,000/-	Rs. 54,29,994/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Gram Panchayat: BILKANDA-I, Mouza: MohishPota

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-443	RS-290	Bastu	Bastu	4 Katha	25,00,000/-	26,99,997/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS-447	RS-493	Bastu	Bastu	4 Katha	24,70,000/-	26,99,997/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
TOTAL :					13.2Dec	49,70,000 /-	53,99,994 /-	
Grand Total :					13.2Dec	49,70,000 /-	53,99,994 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	



Major Information of the Deed :- I-1524-06957/2018-01

Lord Details :

Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Fingerprint	Signature
1	Smt Bhaswati Chakraborty (Presentant) Wife of Shri Bhaskar Chakraborty Executed by: Self, Date of Execution: 07/12/2018 , Admitted by: Self, Date of Admission: 07/12/2018 ,Place : Office			
		07/12/2018	LTI 07/12/2018	07/12/2018

, Mohispota, P.O:- Natagarh, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700113 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BFKPC5216E, Status :Individual, Executed by: Self, Date of Execution: 07/12/2018 , Admitted by: Self, Date of Admission: 07/12/2018 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M B Construction , Birnagar Lockgate, P.O:- Bengal Enamel, P.S:- Titagarh, District-North 24-Parganas, West Bengal, India, PIN - 743122 , PAN No.:: AMEPB5726A, Status :Organization, Executed by: Representative

Representative Details :

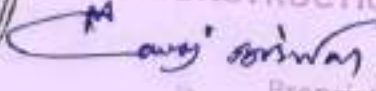
SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Manoj Biswas Son of Shri Haripada Biswas Date of Execution - 07/12/2018, , Admitted by: Self, Date of Admission: 07/12/2018, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Dec 7 2018 3:36PM</td> <td>LTI 07/12/2018</td> <td>07/12/2018</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri Manoj Biswas Son of Shri Haripada Biswas Date of Execution - 07/12/2018, , Admitted by: Self, Date of Admission: 07/12/2018, Place of Admission of Execution: Office					Dec 7 2018 3:36PM	LTI 07/12/2018	07/12/2018
Name	Photo	Finger Print	Signature										
Shri Manoj Biswas Son of Shri Haripada Biswas Date of Execution - 07/12/2018, , Admitted by: Self, Date of Admission: 07/12/2018, Place of Admission of Execution: Office													
	Dec 7 2018 3:36PM	LTI 07/12/2018	07/12/2018										

, Birnagar Lockgate, P.O:- Bengal Enamel, P.S:- Titagarh, District:-North 24-Parganas, West Bengal, India, PIN - 743122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMEPB5726A Status : Representative, Representative of : M B Construction (as proprietor)

Identifier Details :

Name & address
Mr Afsar Ali Son of Late A Ali , G C Road, P.O:- Titagarh, P.S:- Titagarh, District-North 24-Parganas, West Bengal, India, PIN - 700119, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Identifier Of Smt Bhaswati Chakraborty, Shri Manoj Biswas



M. B. CONSTRUCTION

 Proprietor

Major Information of the Deed :- I-1524-06957/2018-07/12/2018

07/12/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Bhaswati Chakraborty	M B Construction-6.6 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Bhaswati Chakraborty	M B Construction-6.6 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Bhaswati Chakraborty	M B Construction-100.00000000 Sq Ft

Endorsement For Deed Number : I - 152406957 / 2018

On 07-12-2018

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 13:23 hrs on 07-12-2018, at the Office of the A.D.S.R. SODEPUR by Smt Bhaswati Chakraborty .Executant.

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 54,29,994/-

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

Execution is admitted on 07/12/2018 by Smt Bhaswati Chakraborty, Wife of Shri Bhaskar Chakraborty, , Mohispota, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by Profession House wife

Indetified by Mr Afsar Ali, , Son of Late A Ali, , G C Road, P.O: Titagarh, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, by caste Muslim, by profession Business

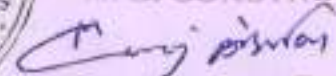
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 07-12-2018 by Shri Manoj Biswas, proprietor, M B Construction, , Birnagar Lockgate, P.O- Bengal Enamel, P.S.- Titagarh, District-North 24-Parganas, West Bengal, India, PIN - 743122

Indetified by Mr Afsar Ali, , Son of Late A Ali, , G C Road, P.O: Titagarh, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700119, by caste Muslim, by profession Business

Major Information of the Deed :- I-1524-06957/2018-07/12/2018

M. B. CONSTRUCTION



Proprietor

Amount of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- (B = Rs 2,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2018 6:24PM with Govt. Ref. No: 192018190314110021 on 06-12-2018, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00VNVMX9 on 06-12-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 534, Amount: Rs.5,000/-, Date of Purchase: 05/10/2018, Vendor name: S. Bhowmik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2018 6:24PM with Govt. Ref. No: 192018190314110021 on 06-12-2018, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00VNVMX9 on 06-12-2018, Head of Account 0030-02-103-003-02

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

M. B. CONSTRUCTION

Proprietor



Major Information of the Deed :- I-1524-06957/2018-07/12/2018

ate of Registration under section 60 and Rule 69.
ed in Book - I
me number 1524-2018, Page from 219686 to 219722
ing No 152406957 for the year 2018.



Digitally signed by INDRADIP GHOSH
Date: 2018.12.12 11:48:08 +05:30
Reason: Digital Signing of Deed.

(Indradip Ghosh) 12-12-2018 11:42:24
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)

M. B. CONSTRUCTION
M. B. Construction
Proprietor