

7671/18

(4) I-6527/18



1605-100025/504/18

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 228555

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 11.22
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 10-10021/-
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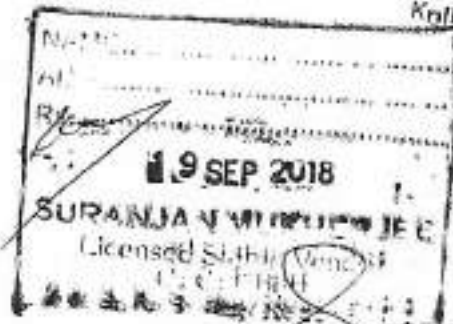
27 SEP 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 27th day of September, Two Thousand Eighteen (2018);

BETWEEN

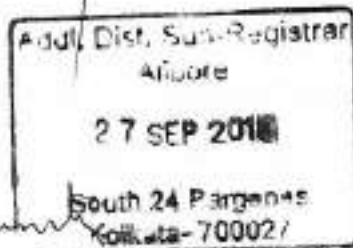
ALOKE KUMAR MAITY
Advocate
City Civil Court
Kolkata - 700 001



19 SEP 2018
19 SEP 2018



Suranjit Deb Nath
S/o M. Ranjit Deb Nath
1E/9A C.R. Colony
P.O - Jadapur/Venindia
P.S - Jadapur
Kal - 70032
occn. business



(1) **SRI AJIT KUMAR CHOWDHURI**, son of Late Pulin Chandra Chowdhury, PAN AIAPC8672Q, faith - Hindu, by occupation - Advocate, by Nationality - Indian, (2) **SRI SAMARJIT PAL**, son of Late Sujit Kumar Pal, PAN-APDPP7033E, faith - Hindu, by occupation - Business, by Nationality - Indian, (3) **SMT. TANAYA PAL**, daughter of Late Late Sujit Kumar Pal, PAN- AYHPP1588M, faith - Hindu, by occupation - Housewife, by Nationality - Indian, all are residing at- 8B-8C, Green Park, P.O. Garia, P.S. Patuli, Kolkata-700 084, hereinafter referred to and called as the "**OWNERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, Legal representatives and assigns) of the **FIRST PART;**

A N D

"**M/S. MA CONSTRUCTION**", a proprietorship firm having its Principal Place of business at 4/6, Chittaranjan Colony, P.O Jadavpur University, P.S. - Jadavpur, Kolkata - 700032, West Bengal, engaged in Civil Engineering and Construction of buildings, represented by its proprietor namely **SRI MRINAL BHOWMICK**, son of Late Bimal Chandra Bhowmick, **PAN NO. AZVPB1475C**, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 4/6, Chittaranjan Colony, P.O Jadavpur University, P.S. Jadavpur, Kolkata- 700 032, hereinafter referred to and called as "**DEVELOPER**" (which terms or expression shall be deemed to mean and include his respective heirs, successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

WHEREAS Owner No.1, Sri Ajit Kumar Chowdhuri was purchased ALL THAT piece and parcel of Bastu land measuring 2 Cottas 10 Chittacks more or less comprised in Mouza- Bademasur, J.L. No.31,



Adcl. Dist. S. P. Registrar
Kolkata
27 SEP 2018
South 24 Parganas
Kolkata-700027

Touzi No.246, under C.S. Khatian No.267, C.S. Dag No.213, P.S. Jadavpur District - 24-Parganas now South 24-Parganas from Smt. Nirupama Das, Smt. Sipra Das, Smt. Shanti Das & Sri Indrajit Kumar Das on 06.06.1975 which was registered in the office joint sub registrar of Alipore at Behala on recorded in Book No.I, Volume No.47, pages from 214 to 224 Being No.2743 fro the year 1975.

AND WHEREAS after the purchased the aforesaid property aforesaid Ajit Kumar Chowdhuri mutated his name in the record of Kolkata Municipal Corporation and said corporation was allotted Premises No. 183, Baghajatin, 'G' Block, Kolkata-700084, and Assessee No.31-101-06-0183-0 and Mutated his name in the record of B.L.& L.R.O. vide Case No. M/C NO- 607/18 after the mutation the R.S. Khatian No. & R.S. Dag No. has been changed, the new R.S. Khatian No. is 391 & R.S. Dag No.268/1432.

AND WHEREAS now said Ajit Kumar Chowdhuri is the owner **ALL THAT** piece and parcel of Bastu land measuring 2 Cottas 10 Chittacks more or less but now physical measuring **2(Two) Cotthas 8(Eight) Chittack 9.66(Nine Point Six, Six) sq.ft** comprised in Mouza-Bademasur, J.L. No.31, Touzi No.246, R.S. Khatian No. is 391 & R.S. Dag No.268/1432 under jurisdiction Kolkata Municipal Corporation in Ward No 101, **Premises No. 183, Baghajatin, 'G' Block, Kolkata-700084, Assessee No.31-101-06-0183-0.**

AND WHEREAS another Sri Sujit Kumar Pal father of owners No 2 & 3, was purchased **ALL THAT** piece and parcel of Bastu land measuring 2 Cottas 9 Chittacks more or less comprised in Mouza- Bademasur, J.L. No.31, Touzi No.246, under C.S. Khatian No.267, C.S. Dag No.213, P.S. Jadavpur District - 24-Parganas now South 24-Parganas from Smt. Nirupama Das, Smt. Sipra Das, Smt. Shanti Das & Sri

Indrajit Kumar Das on 06.06.1975 which was registered in the office joint sub registrar of Alipore at Behala on recorded in Book No.I, Volume No.57, pages from 149 to 159 Being No.2742 fro the year 1975.

AND WHEREAS after the purchased the aforesaid property aforesaid Sujit Kumar Pal mutated his name in the record of Kolkata Municipal Corporation and said corporation was allotted Premises No.182, Baghajatin, 'G' Block, Kolkata-700084, and Assessee No.31-101-06-0182-8.

AND WHEREAS said Sujit Kumar Pal died intestate on 02.12.2012 leaving behind him wife Krishna Pal & one son Sri Samarjit Pal and one married daughter Smt. Tanaya Pal as his legal heirs and successors according to Hindu Succession Act.,

AND WHEREAS thereafter Krishna Paul died intestate on 08.04.2018 leaving behind her only son Sri Samarjit Pal and one married daughter Smt. Tanaya Pal as her legal heirs and successors according to Hindu Succession Act.,

AND WHEREAS after the death of Sujit Kumat Pal & Krishna Pal, Samarjit Paul and Tanaya Pal have become the owners of the aforesaid property and they mutated their name in the records of Kolkata Municipal Corporation and paid all taxes regularly.

AND WHEREAS said Samarjit Pal mutated his name in the record of B.L. & L.R.O. vide mutation Case No. 608/18 and after the mutation the R.S. Khatian No. & R.S. Dag No. has been changed the new R.S. Khatian No. is 391 & R.S. Dag No., is 268/1432.

AND WHEREAS said Tanaya Pal mutated her name in the record of B.L. & L.R.O. vide mutation Case No. 605/18 and after the mutation

the R.S. Khatian No. & R.S. Dag No. has been changed the new R.S. Khatian No. is 391 & R.S. Dag No., is 268/1432.

AND WHEREAS now said Samarjit Pal & Tanaya Pal are the joint owners ALL THAT piece and parcel of Bastu land measuring 2 Cottas 10 Chittacks more or less but now physical measuring 2(Two) Cotthas 7(Seven) Chittack 3.35(Three Point Three, Five) sq.ft comprised in Mouza- Bademasur, J.L. No.31, Touzi No.246, R.S. Khatian No. is 391 & R.S. Dag No., is 268/1432 under jurisdiction Kolkata Municipal Corporation in Ward No 101, Premises No. 182, Baghajatin, 'G' Block, Kolkata-700084, Assessee No.31-101-06-0182-8.

AND WHEREAS the aforesaid lands of the parties hereto Premises No 183, Baghajatin, 'G' Block. Kolkata-700084, and Premises No.182, Baghajatin, 'G' Block. Kolkata-700084, all the Premises adjacent and are in the Ward No. 101 of the Kolkata Municipal Corporation.

AND WHEREAS the parties hereto are closely related to each other as such they desire to hold, occupy, possession and enjoy the said land and the said Two premises in ejmali rights for their own benefit and interest 2(Two) Cotthas 8(Eight) Chittack 9.66 (Nine Point Six, Six) sq.ft (168.122 SQM) And 2(Two) Cotthas 7(Seven) Chittack 3.35(Three Point Three, Five) sq.ft. (163.355 SQM) respectable with old dilapidated Two storied Building each Ground Floor measuring 800 Sq.Ft more or Less with Cemented Flooring and First Floor measuring 800 Sq.Ft more or Less with Cemented Flooring, in their schedule by all the parties.

AND WHEREAS the parties for their mutual benefits and thereby in order to exchange their plots to each other for their better possession and occupation executed a Deed of Exchange for Amalgamation for Single Premises and single Assessee.

AND WHEREAS, Owner No.1, SRI AJIT KUMAR CHOWDHURI, and owners No 2 & 3 SRI SAMARJIT PAL, SMT. TANAYA PAL have exchanged their 50% share to each other by virtue a Deed of Exchange for Amalgamation dated 07.08.2018 which was registered in the office of the A.D.S.R. Alipore, South 24 Parganas, and recorded in Book No. I, Volume No. 1605-2018, Pages from 164482 to 164503, Benig No. 160505215 for the Year 2018, for better Enjoyment. SRI AJIT KUMAR CHOWDHURI of owner No 1, have 50% share and SRI SAMARJIT PAL & SMT. TANAYA PAL are Owners No 2 & 3 have rest 50% share of this property and they have jointly recorded and amalgamate mutated their names in the office of the Kolkata Municipal Corporation vide Mutation Case No. M/101/31-AUG-18/677 and said KMC allotted as **Premises No.183, Baghajatin G Block, Assessee No.31-101-06-0183-0.**

AND WHEREAS thus as aforesaid Owners the party of the first part is the rightful and absolute Owners and is seized and possessed of or otherwise well and sufficiently entitled free from encumbrances whatsoever to **ALL THAT** piece and parcel of Bastu land total measuring about more or less 4(Four) Cotthas 15(Fifteen) Chittack 13(Thirteen) sq.ft (331.477 SQM) with Two Stored Building together with all rights of easements and privileges comprised in Mouza-Badamasur, J.L. No.31, R.S. Dag No.268/1432, R.S. Khatian No.391, Scheme Plot No-3 & 4, under Jurisdiction Kolkata Municipal Corporation in Ward No.101, Premises No.183, Baghajatin G Block, Assessee No.31-101-06-0183-0, Postal Address No. 8B-8C, Green Park, Kolkata - 700084, P.O - Garia, P.S. Patuli, District South 24 Parganas, Sub-Registration office at Alipore, morefully described in the Schedule "A" hereunder written and hereinafter referred to as the "said property /land".

AND WHEREAS now the Owners herein the parties of the First Part, in view of inadequate accommodation and in view of financial difficulties could not make a suitable construction of a building on the said land for more profitable use and therefore the Owners have been searching a suitable person who will construct the building over the said Schedule "A" land as per the Building plan for profitable use of the Owners as well as for the Developer who will invest funds for making construction and coming to know of the desires of the Owners, the Developers herein have acquired experience in the construction of the building and conducting business in the similar trade proposed and agreed to construct a suitable G+III storied Building with Lift over the said land belonging to the Owners by investing funds by the Developer for construction of the proposed Building.

AND WHEREAS, it is mutually settled by and between the Owners and the Developer herein, that the First Party/ Owners will get **50% FAR** i.e. **SRI AJIT KUMAR CHOWDHURI** Owner No.1 will get 25% of the Second Floor, South-East side,(Front Portion), 50% of the Third Floor, South-East-North side and 25% of the Ground Floor, South-East side, **SRI SAMARJIT PAL & SMT. TANAYA PAL** Owners No. 2 & 3 Will get 25% of the Second Floor, North-West side, 50% of the Third Floor, South-West-North side and 25% of the Ground Floor, South Facing, (Eastern side of Lift & Stair case) and the **SRI AJIT KUMAR CHOWDHURI** Owner No.1 will also get Non- refundable amount **Rs.12,00,000/-** (Rupees Twelve Lakh) only and **SRI SAMARJIT PAL & SMT. TANAYA PAL** Owners No. 2 & 3 will also get Non- refundable amount **Rs.12,00,000/-** (Rupees Twelve Lakh) only and the Second Party will get remaining portion of the New Constructed Building after providing for the Allocation of the Owners .

NOW THIS AGREEMENT WITNESSETH THAT BOTH THE PARTIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS:-

1. In the Premises and in consideration of mutual advantage and benefits to be receive and derived by both the parties herein, do hereby enter this Joint Venture Agreement for the Development of the said Property.
2. That the said Owners do hereby appoint, authorize and nominate and empower the said Developer to act as the Developer of the said property and at the costs to be borne and incurred by the said Developer to have a prepared and sanctioned a building plan (G+III) with Lift duly sanctioned by the Kolkata Municipal Corporation.
3. That the Developer shall be always entitled to enter in to the said property and to have the same surveyed and measured with the help of their men, labours, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a building Plan prepared by a qualified Architect/ Engineer/ Surveyor until completion of the building.
4. That the Developer shall be entitled to in the name of and on behalf of the Owners and submit the plan and enter into all correspondences and make representations before the Municipal Corporation Authorities and appear before them and do all necessary acts, deeds and things in that behalf and pay all fees and charges for getting the proposed G+III Storied Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from Kolkata Municipal Corporation and for that purpose to sign and grant receipts.
5. That the Owners agrees that, upon the plan being sanctioned by the Kolkata Municipal Corporation, the Developer shall be entitled to start or commence the Development work and to start

to commence the construction of the proposed building at the land of the said premises in accordance with the said sanctioned building plan.

6. That the Developer is sole liable to pay the K.M.C. taxes relating to the property until handover the peaceful possession of the landowners allocation.
7. That upon the plan being sanctioned the Developer agrees to construction of the said building in a substantial and works like manner and use standard materials of the size and specification stated in the sanctioned plan.
8. That the Developer hereby undertook to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the making of construction of the said building.
9. That the Owners agrees and undertakes and confirms that, the Developer shall be entitled to construct and complete the building on the land of the said premises and retain, enjoy and deal with and transfer the Developer's allocation TOGETHER WITH undivided share in the land of the said premises attributable to the said Developer's allocation only without any interruption, objection, disputes, interference, hindrance of the said Owner and that the appointment of the said Developer as 'Developer' of the said premises and the rights of the said Developer to construct the said building in terms of the agreement.
10. That the Developer shall keep all original title Deeds tax receipt etc. of the said premises in his own custody free from all encumbrances, charges, liabilities he shall always allow the Owners to have inspection of the said documents as and when require for establishing and proving the title of the said Owners and he shall allow the Owners to make true copies and extracts

and Xerox copies thereof at the cost of the Owners as will be required from time to time. All the original documents will be return back to the Owners along with possession certificate. It is also agreed that, the original sanctioned building plan after obtaining from the Kolkata Municipal Corporation shall be in the custody of the said Developer and the Owners will get a xerox copy of the said sanctioned plan for their own satisfaction, and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said plan prepared and sanctioned. It is to be noted that the Landowner has handover all the original relevant documents in respect of the land and its title to the Developer during the execution of this Agreement against proper acknowledgement.

11. It is agreed that, the Owners shall also from time to time sign all other documents and execute, register the same at the cost and expense of the Developer and shall also sign, applications as may be necessary from time to time for the purpose of getting the building plan sanctioned and for the Development of the said premises and construction of the new G+III storied building with Lift on the land of the schedule mentioned premises.
12. That it is clearly agreed and understood by and between the parties herein, that the Owners will not be liable to bear and to pay the cost of construction of the Owner's allocation and other common benefits and facilities, it will be borne by the Developer herein. 'The Owners' allocation' has been determined as consideration against the cost of their landed property.
13. That the Developer herein, shall be entitled to appoint an Engineer/Architect/L.B.S., Overseers/or their Supervisors, Agents, Building Contractors, Labor Contractors and/or other

person/s, men as may be decided and selected by the Developer from time to time commencing, carrying on with the construction and for the purpose of the completion of the new G+III storied building with Lift as per sanctioned building plan at the schedule mentioned premises.

14. That immediately upon execution of this Development Agreement and after sanction of the building plan, the Owners shall make over khas vacant and peaceful possession of the said premises to the said Developer without any objection or any further delay. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the entire premises and delivery, sale and/or transfer of the flats and/or constructed portion duly completed under the Developer's allocation. The Owners shall not be entitled to revoke rights of khas possession to be held by the Developer until and unless the new G+III storied building is not completely finished strictly within the stipulated period of time as mutually agreed by and between the parties herein.
15. That the Owners agrees and covenant not to interfere with the possession of the Developer and also with that act and work of the said building and the Owner shall not in any manner object, restrict, obstruct, hinder or impede the said work of construction in the said G+III storied Building with Lift by the said Developer.
16. That the Developer shall unless hindered or impeded or obstructed by circumstances beyond control or any abnormal situation will complete the construction of the said building on the land of the said premises within 24 (Twenty Four) months from the date of commencement of the construction work after sanction of the building plan along with 6 (Six) months time period for the purpose of FORCE MAJEURE.

17. That from the date of receiving khas vacant possession of the said property until making over the vacant khas possession of Owner's allocation to the said Owner the Municipal Corporation rates and taxes of the said property shall be borne and paid by the Developer and it is agreed that, the Owner shall not be liable for the same. It is however, agreed and expressly understood that, all arrears of Municipal Corporation Rates and Taxes and other outgoings of the said property up to the date of receiving khas vacant possession of the said property by the Developer shall be borne exclusively.
18. That is agreed, that the Owners and the Developer shall duly comply with all the requirements and other formalities of obtaining sanction of the Building plan and the Owners shall always sign, execute all documents, Plans, affidavits and undertakings, declaration, that will be required to be filed with the Kolkata Municipal Corporation from time to time in connection with the sanction of the said Building Plan. The Developer, will also as the Constituted Attorney on behalf of the Owners, to be entitled to do, sign, execute and/ or to deliver all documents, plans, affidavits, undertakings in the name of the Owners.
19. That it is agreed, that the land of the said premises shall always from dated hereof be indivisible and impartable and neither the Owners nor the Developer nor his respective transferees shall be entitled to claim any partition, sub-division or any separation of the land of the said premises and it is agreed that, the said land shall be held jointly undivided but in proportionate share.
20. That the Owners agrees to defend the title of the said premises and also defend the possession and rights of the Developer or construction the said building and envisaged in the Agreement made for the (G+3) storied building.

21. That the Developer shall be entitled to use the entire available F.A.R. in respect of the said premises and get the plan prepared and sanctioned using the entire F.A.R.(Floor Area Ratio).
22. That the Developer shall be at liberty to sell and/ or allot the Developer' allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement For Sale and transfer hereof or in its discretion to enter Agreement for the construction of the said Developer' Allocation for and on behalf of the respective persons intending to acquire the said flat/s and car parking spaces and to receive construction costs from them from time to time. The Developer shall also be entitled to enter into Agreement for sale of Undivided share of land of the said property in favour of the Purchaser of the flats and / garages and / or persons intending to acquire the flats and have the same constructed by the said Developer. The Owners agrees that, he will join to the said Agreement respectively for the sale of undivided share of land and/ or also for either sale of the said constructed flat and/or for constructing the flats on behalf of the respective intending persons as may be required by the Developer from time to time and the Owners will agree to transfer undivided share in the land and to confirm and transfer of the constructed area and / or making of construction of the flats on behalf of the Purchasers or intending persons after getting the allotment of the Owner .
23. That it is agreed that, the entire consideration amount on sale of the said undivided share in land and also the price of the constructed flats and / or the cost of constructions of the said flats and the garages under the Developer allocation shall be received exclusively by the Developer as aforesaid without any right, claim or dispute or objection of the said Owners .

24. That the Owners have assured that there is no notice of requisition or acquisition from the Govt. or from any other Statutory Authorities served on the said Owners and /or their predecessor-in-title at their of execution of Agreement and that the Owners are fully entitled to deal with the said property as it's absolute Owner and to enter into this Agreement with the Developer without any restriction restrained or objection from any body.
25. That the Developer shall be entitled and is authorized in the name of the Owner as per as necessary to apply for and obtain cement, steel, bricks and other building materials for construction and the said building at the land of the said premises and apply and obtain and/or permit connection water, electricity power, drainages, sewers and other inputs and facilities of the said building and enjoyment of the flats and portions therein.
26. That after completion of project the Developers will first handover the possession to the land Owners as land Owner's allocation and thereafter to the intending purchaser or purchasers.
27. That after completion of construction of the Owner's Allocation (inside and out side only) the Developer shall give written notice to the Owner intimating the Owner to take possession of the Owner's Allocation in the building within 30 (Thirty) days from the date of completion of the Owner's Allocation and the Developer shall be entitled to hold and keep the management of the said building at the costs of the respective flat holders persons entitled to other places and portions of the said building and to receive proportionate contribution of maintenance charges, taxes, replacements expenses, repair expenses and costs of installation, repairs, maintenance etc., as are paid by the Flat

Holders of the building containing self-contained residential apartments.

28. That after completion of the building, any extra work / construction demanded by the Owners herein (other than mentioned in the work schedule) will be borne by the Owners herein, for such extra work or construction in their allocation.
29. That the Land Owner and the Developer herein both inter- alia assured and confirmed between themselves that in case of their absence/illness or upon their demise, their respective legal heirs will join the other party for the purpose of successful accomplishment of the G+III Storied Building with lift as per the sanction building plan and as per the terms and condition of the as mutually agreed by and between the present Owner and the present Developer and as such in case of such accident, no such change in the terms and condition will be incorporated by and between the parties, merely a fresh Joint Venture Agreement and Power of Attorney will be executed followed up by necessary affidavits, mutation etc..
30. The Developer will be responsible to settle all disputes if any (financial and legal) with the intending purchaser/s in case they withdraw from the project before completion of the project.
31. The Developer will provide their Utmost effort to sell the Developer Allocation's one floors to one intending purchaser if not possible then the floors will be divided in to two units.
32. After completion of the building the Developer will arrange for mutation in Kolkata Municipal Corporation for apportionment and property tax of the proposed building for the flat Owners along with the land Owner and at the same time the cost for mutation along with Kolkata Municipal Corporation tax shall be borne by of the flat Owner.

33. It is obligatory on part of the Developer to obtain Completion Certificate (C.C.) From the Kolkata Municipal Corporation and the Completion Certificate, should be hand over to the flat Owner Association to keep it in their custody.
34. That the Developer could sell, lease or rent his allocated portion i.e. Developer's allocation to any intending buyer/ Purchaser/s for residential and the Owner will not crate any objection in this matter in future and shall always co-operate with the Developer in future.
35. The Developer will give to the Land Owner both side shifting charges and monthly rent for temporary accommodation until the completion of the flats.
36. In the event of any dispute, arising in connection with the Project under the present offer shall be resolved through an arbitrator under the provision of the Arbitration and Conciliation Act'1996.

:-SCHEDULE - 'A' ABOVE REFERRED TO:-

(PREMISES)

ALL THAT piece and parcel of Bastu land total measuring about more or less 4(Four) Cotthas 15(Fifteen) Chittack 13(Thirteen) sq.ft (331.477 SQM) with with Two Stored old Building (Cemented Flooring) each measuring 800 sq.ft. more or less together with all rights of easements and privileges comprised in Mouza- Badamasur, J.L. No.31, R.S. Dag No.268/1432, R.S. Khatian No.391, Scheme Plot No-3 & 4, under Jurisdiction Kolkata Municipal Corporation in Ward No 101, Premises No.183, Baghajatin G Block, Assessee No.31-101-06-0183-0, Postal Address No. 8B-8C, Green Park, Kolkata - 700084, P.O - Garia, P.S. Patuli, District South 24 Parganas, being the and which is butted and bounded as follows: -

ON THE NORTH : By C.S Dag No 213.

ON THE SOUTH : By 15 ft. wide K.M.C Road.

ON THE EAST : By C.S Dag No 213, Scheme Plot No.5.
ON THE WEST : By C.S Dag No 213, Scheme Plot No.2.

:- SCHEDULE - 'B' ABOVE REFERRED TO :-
(OWNER'S ALLOCATION)

ALL THAT piece and parcel of 50% FAR i.e. SRI AJIT KUMAR CHOWDHURI Owner No.1 will get 25% of the Second Floor, South-East side,(Front Portion), 50% of the Third Floor, South-East-North side and 25% of the Ground Floor, South-East side, SRI SAMARJIT PAL & SMT. TANAYA PAL Owners No. 2 & 3 Will get 25% of the Second Floor, North-West side, 50% of the Third Floor, South-West-North side and 25% of the Ground Floor, South Facing, (Eastern side of Lift & Stair case) and SRI AJIT KUMAR CHOWDHURI Owner No.1 will also get Non- refundable amount **Rs.12,00,000/-** (Rupees Twelve Lakh) only i.e. **Rs.5,00,000/-** (Rupees Five Lakh) only has paid at the time of execution of this Agreement and remaining **Rs.7,00,000/-** (Rupees Seven Lakh) only will be paid before the possession of the New Flats and SRI SAMARJIT PAL & SMT. TANAYA PAL Owners No. 2 & 3 will also get Non- refundable amount **Rs.12,00,000/-** (Rupees Twelve Lakh) only i.e. **Rs.5,00,000/-** (Rupees Five Lakh) only has paid at the time of execution of this Agreement and remaining **Rs.7,00,000/-** (Rupees Seven Lakh) only will be paid before the possession of the New Flats, more fully and particularly mentioned in the Memo of Consideration towards the consideration against joining the said Development Agreement with the Developer. It is also agrees that the rest of the sanctioned F.A.R. of the new building shall be vested to the Developer and the Owner shall have no objection and/or claim in respect of the Developer allocation and its disposal to the interested buyers/ purchasers at any price or total consideration against such transfer.

The above allocation shall be operative after execution of a registered partition deed among the owners.

Tanaya Pal

Samarjit Pal

Ajit Kumar Chowdhuri

-: SCHEDULE - 'C' ABOVE REFERRED TO :-

DEVELOPER'S ALLOCATION

ALL THAT piece and parcel of the remaining 50% F.A.R. i.e. Entire First Floor, 50% of the Second Floor Southern side and remaining 50% Car Parking Space on the Ground Floor after providing for the allocation of the Owners together with the undivided, proportionate share of land and premises and common benefits, facilities, rights, meant for the Flat Owner as more fully and particularly described in the Schedule - 'D'.

-: SCHEDULE - 'D' ABOVE REFERRED TO :-

(PARTICULARS OF COMMON AREAS AND FACILITIES)

1. The open space around the building comprising the entrance therein, the staircase on all floors including the landing thereof.
2. The foundation columns, gutters, beams, supports, main walls.
3. The main entrance of the premises as well as of the building.
4. Common passage and lobby on the ground floor.
5. The electric meter room and the main electric connection in the premises.
6. Overhead reservoirs (R.C.C.) .
7. Water pump, water tanks, pipes and other common plumbing, installations and all other water supply equipments.
8. Drainage and sewerage systems.
9. Boundary walls and such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the main building as are necessary for passage in user and occupancy of the flats in common and as are specified expressly as common parts after construction of the building.
10. Lift, Lift Room etc.
11. Roof.

SPECIFICATION OF FLAT

1. Structure :: R.C.C frame structure with column footing foundation as per requirement.
2. Brick Works :: With good quality bricks in cement mortar 8" thick wall in external portion and all internal walls to be 3"/5" with cement plaster.
3. Flooring :: Marble flooring in all the portion of the flat minimum standard.
4. Doors :: Wooden frames (Shal Wood) in all doors with waterproof ply flush doors. The main door will be made by teak wood for all main doors.
5. Windows :: Wooden/Aluminium windows and Seasam (Shaal) wood frame with grill and glass fittings.
6. Kitchen :: Marble flooring of minimum standard, one kitchen slab with granite finish and glazed tiles upto 4'-0" height on top of kitchen slab and at necessary points with steel sink and necessary taps.
7. Bathroom :: Floor marble of minimum standard and glazed tiles on the wall upto 6'-0" height with necessary taps and a commode with P.V.C. cistern, one wash basin (all white colours) etc.

8. Wall Finishing :: Cement plastered wall with plaster of Putty finish.
9. Colour :: Doors, windows and grill to be finished by enamel paints. Outside wall by cement based colour finish with weather coat.
10. Electrical :: Concealed and conduit type with best quality copper wire.

Electrical Point

Room	Fan	Light	Plug Points		Exhaust	A.C.
			5 Amp.	15 Amp.		
Bedroom-1	1	2	1	-	-	1
Bedroom-2	1	2	1	-	-	-
Bedroom-3	1	2	1	-	-	-
Living/Dining	2	3	1	1	-	-
Kitchen	-	1	2	1	1	-
Toilet-1	-	1	1	1	1	-
Toilet-2 (W.C.)	-	1	-	-	1	-
Balcony	-	1	1	-	-	-

Any additional points to be provided at extra cost.

11. Water :: Supply from K.M.C. and supply pump provided through overhead tank. The pump motor that will be used for pulling up water to overhead tank should have out start and auto stop system.
12. Lift

IN WITNESS WHEREOF the parties hereinto put their respective
Signature & Seals on the Day Month & Year first above written

WITNESSES:-

1. Biswanath Deb Nath
15/9A C.R. Colony
Cal. - 32

2. Alok K. Maity
Advocate
City Civil Court
Kolkata - 700001.

1. Ajit Kumar Choudhury

2. Samayit Pal

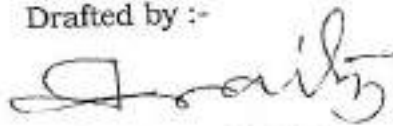
3. Tanuja Pal

SIGNATURE OF THE OWNERS

For MA CONSTRUCTION
Anirudh Bhowmick
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by :-



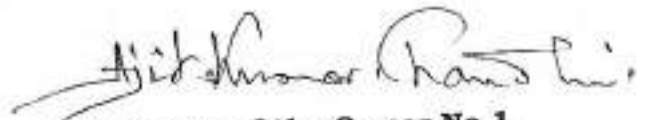
Alok Kumar Maity
Advocate
City Civil Court,
Kolkata - 700001.
WB/344/2002.

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs.10,00,000/-** (Rupees Ten Lakh) only by Cheque from **M/S. MA CONSTRUCTION** at the time of execution of Development Agreement as mutually agreed upon.

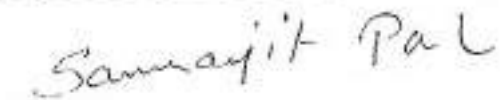
Sl. No.	Cheque	Bank	Date	Amount
1	000571	BOB, Baghajatin Br. Kolkata	15.04.2017	Rs.2,00,000/-
2	008835	Bandhan Bank	04.07.2018	Rs.1,00,000/-
3	000833	BOB, Baghajatin Br. Kolkata	27.09.2018	Rs.2,00,000/-
				Rs.5,00,000/-

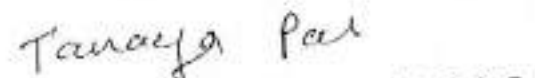
(Rupees Five Lakh) only.


Signature of the Owner No.1

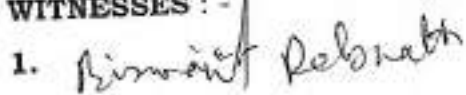
Sl. No.	Cheque	Bank	Date	Amount
1	000556	BOB, Baghajatin Br. Kolkata	07.03.2018	Rs.2,00,000/-
2	000052	Bandhan Bank	04.07.2018	Rs.1,00,000/-
3	000834	BOB, Baghajatin Br. Kolkata	27.09.2018	Rs.2,00,000/-
				Rs.5,00,000/-

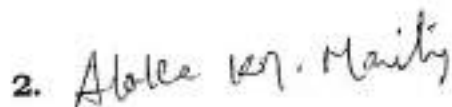
(Rupees Five Lakh) only.




Signature of the Owners No.2 & 3

WITNESSES :-

1. 

2. 

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Ajit Kumar Pandey



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Samayit Pal

SPECIMEN FORM FOR TEN FINGER PRINTS



PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



Tanuja Pal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Tanuja Pal*



Mrinal Bhoamika

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature *Mrinal Bhoamika*



Adm. Dist. Sub-Registrar
Adicha
27 SEP 2018
South 24 Parganas
Kolkata-700077



जलयकर वलसलग
INCOME TAX DEPARTMENT



भारत सरकलर
GOVT OF INDIA

AJIT KUMAR CHOWDHURI
PULIN CHOWDHURI
01/01/1940
Pensioner Account Number
AIAPC8672Q



Ajit Kumar Chowdhuri
Signature

Ajit Kumar Chowdhuri



Su...

आयकर विभाग
INCOMETAX DEPARTMENT



भारत सरकार
GOVERNMENT OF INDIA

TANAYA PAL
SUJIT PAL

25/12/1978
Permanent Account Number
AYHPP1588M



Authorised
Signatory

*In case this card is lost/ forged kindly inform from the
Income Tax PAN Services Unit, IITPS
Plot No. 2, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.*

*इस कार्ड के खोने/झूठे पर कृपया सूचित करें/सूचित करें :
आयकर सेवा सेवा इकाई, ए. टी. पी. एस.
प्लॉट नं. 2, सेक्टर 11, सी. बी. डी. बेलपुर,
नवी मुंबई - 400 614.*

Tanaya Pal

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-028969725-2

Payment Mode Counter Payment

GRN Date: 20/09/2018 11:53:55

Bank : Vijaya Bank

BRN : 9203020091800023

BRN Date: 24/09/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 16051000251504/4/2018

[Query No./Query Year]

Name : ALOKE KUMAR MAITY

Contact No. :

Mobile No. : +91 9830816285

E-mail :

Address : CHITTARANJAN COLONY

Applicant Name : Mr ALOKE KUMAR MAITY

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16051000251504/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	16051000251504/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	10021
Total				19942

In Words : Rupees Nineteen Thousand Nine Hundred Forty Two only

Major Information of the Deed

Deed No :	I-1605-06527/2018	Date of Registration	27/09/2018
Query No / Year	1605-1000251504/2018	Office where deed is registered	
Query Date	11/09/2018 1:54:18 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	ALOKE KUMAR MAITY CITY CIVIL COURT, Thana Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. 9830616285, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs 2/-	Rs 77,90,892/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs 10,021/- (Article:48(g))	Rs 10,021/- (Article:E, E, B)		
Remarks	Received Rs 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P S - Paluri, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baghajatin G&E Block, Premises No 183, Ward No 101


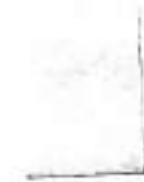




Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Baslu		4 Katha 15 Chatak 13 Sq Ft	1/-	65,90,892/-	Width of Approach Road: 15 Ft.
Grand Total :					8.1767Dec	1/-	65,90,892/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1600 Sq Ft	1/-	12,00,000/-	Structure Type Structure
<p>Gr Floor, Area of floor: 800 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor: 800 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1600 sq ft	1/-	12,00,000/-	

Major Information of the Deed : I-1605-06527/2018-27/09/2018

Land Lord Details :



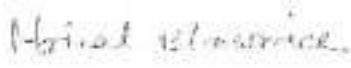
Sl No	Name, Address, Photo, Finger print and Signature
1	Name Photo Fringerprint Signature
1	<p>Mr AJIT KUMAR CHOWDHURI (Presentant) Son of Late PULIN CHANDRA CHOWDHURY Executed by: Self, Date of Execution: 27/09/2018 , Admitted by: Self, Date of Admission: 27/09/2018 ,Place : Office</p>   <p>27/09/2018 27/09/2018</p> <p><i>Ajit Kumar Chowdhuri</i> 27/09/2018</p> <p>BB-8C, GREEN PARK, P.O:- GARIA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: AIAPC8672Q, Status :Individual, Executed by: Self, Date of Execution: 27/09/2018 , Admitted by: Self, Date of Admission: 27/09/2018 ,Place : Office</p>
2	<p>Mr SAMARJIT PAL Son of Late SUJIT KUMAR PAL Executed by: Self, Date of Execution: 27/09/2018 , Admitted by: Self, Date of Admission: 27/09/2018 ,Place : Office</p>   <p>27/09/2018 27/09/2018</p> <p><i>Samarjit Pal</i> 27/09/2018</p> <p>BB-8C, GREEN PARK, P.O:- GARIA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APDPP7033E, Status :Individual, Executed by: Self, Date of Execution: 27/09/2018 , Admitted by: Self, Date of Admission: 27/09/2018 ,Place : Office</p>
3	<p>Smt TANAYA PAL Daugther of Late SUJIT KUMAR PAL Executed by: Self, Date of Execution: 27/09/2018 , Admitted by: Self, Date of Admission: 27/09/2018 ,Place : Office</p>   <p>27/09/2018 27/09/2018</p> <p><i>Tanaya Pal</i> 27/09/2018</p> <p>BB-8C, GREEN PARK, P.O:- GARIA, P.S:- Patuli, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYHPP1588M, Status :Individual, Executed by: Self, Date of Execution: 27/09/2018 , Admitted by: Self, Date of Admission: 27/09/2018 ,Place : Office</p>

Major Information of the Deed - I-1605 06527/2018-27/09/2018


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MA CONSTRUCTION 4/B, CHITTARANJAN COLONY, P.O - JADAVPUR UNIVERSITY, P.S - Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700032 , PAN No - AZVPB1475C, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MRINAL BHOWMICK Son of Late BIMAL CHANDRA BHOWMICK Date of Execution - 27/09/2018, , Admitted by: Self, Date of Admission: 27/09/2018, Place of Admission of Execution: Office	 <small>Sep 27 2018 11:43AM</small>	 <small>1 B 27/09/2018</small>	 <small>27/09/2018</small>
4/6, CHITTARANJAN COLONY, P.O:- JADAVPUR UNIVERSITY, P.S:- Jadavpur, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700032, Sex Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No - AZVPB1475C Status Representative, Representative of : MA CONSTRUCTION (as SOLE PROPRIETOR)				

Identifier Details :

Name & address	
Mr BISWAJIT DEBNATH Son of Late RANJIT DEBNATH 1E/9A, CHITTARANJAN COLONY, P.O - JADAVPUR UNIVERSITY, P.S - Jadavpur, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700032, Sex Male, By Caste Hindu, Occupation Business, Citizen of India, Identifier Of Mr AJIT KUMAR CHOWDHURI, Mr SAMARJIT PAL, Smt TANAYA PAL, Mr MRINAL BHOWMICK	 27/09/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR CHOWDHURI	MA CONSTRUCTION-2 72556 Dec
2	Mr SAMARJIT PAL	MA CONSTRUCTION-2 72556 Dec
3	Smt TANAYA PAL	MA CONSTRUCTION-2 72556 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR CHOWDHURI	MA CONSTRUCTION-533 33333333 Sq Ft
2	Mr SAMARJIT PAL	MA CONSTRUCTION-533 33333333 Sq Ft
3	Smt TANAYA PAL	MA CONSTRUCTION-533 33333333 Sq Ft

Major Information of the Deed - I 1605-06527/2018-27/09/2018

Endorsement For Deed Number : I - 160506527 / 2018

On 11-09-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 77,90,892/-



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

On 27-09-2018

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 11.22 hrs on 27-09-2018, at the Office of the A.D.S.R. ALIPORE by Mr. AJIT KUMAR CHOWDHURI, one of the Executants

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

Execution is admitted on 27/09/2018 by 1. Mr AJIT KUMAR CHOWDHURI, Son of Late PULIN CHANDRA CHOWDHURY, 8B-8C, GREEN PARK, P O GARIA, Thana Patuli, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Advocate, 2. Mr SAMARJIT PAL, Son of Late SUJIT KUMAR PAL, 8B-8C, GREEN PARK, P O GARIA, Thana Patuli, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Smt TANAYA PAL, Daughter of Late SUJIT KUMAR PAL, 8B-8C, GREEN PARK, P O GARIA, Thana Patuli, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Identified by Mr BISWAJIT DEBNATH, . . Son of Late RANJIT DEBNATH, 1E/9A, CHITTARANJAN COLONY, P.O. JADAVPUR UNIVERSITY, Thana Jadavpur, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Business

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

Execution is admitted on 27-09-2018 by Mr MRINAL BHOWMICK, SOLE PROPRIETOR, MA CONSTRUCTION (Sole Proprietorship), 4/6, CHITTARANJAN COLONY, P O - JADAVPUR UNIVERSITY, P S - Jadavpur, Kolkata, District - South 24-Parganas, West Bengal, India, PIN - 700032

Identified by Mr BISWAJIT DEBNATH, . . Son of Late RANJIT DEBNATH, 1E/9A, CHITTARANJAN COLONY, P.O. JADAVPUR UNIVERSITY, Thana Jadavpur, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Business

Major Information of the Deed : I-1605-06527/2018-27/09/2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/09/2018 12:00AM with Govt. Ref. No: 192018190289697252 on 20-09-2018, Amount Rs: 10,021/-,
Bank: Vijaya Bank (VIJB0009203), Ref. No. 9203020091800023 on 24-09-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

Description of Stamp

1 Stamp Type: Impressed, Serial no 77093, Amount: Rs.100/-, Date of Purchase: 19/09/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/09/2018 12:00AM with Govt. Ref. No: 192018190289697252 on 20-09-2018, Amount Rs: 9,921/-, Bank: Vijaya Bank (VIJB0009203), Ref. No. 9203020091800023 on 24-09-2018, Head of Account 0030-02-103-003-02

Md Shadman

Md Shadman

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

Major Information of the Deed - I-1605-0652 / 2018-27/09/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page from 209091 to 209126
being No 160506527 for the year 2018.



Digitally signed by SUKANYA
TALUKDAR
Date: 2018.10.03 14:49:43 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 03/10/2018 14:49:20
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)