

DEED OF ALLOCATION

CUM

**POSSESSION AGREEMENT IN CONNECTION WITH
DEVELOPMENT AGREEMENT DATED _____.**

THIS DEED OF ALLOCATION is made on this _____ day of June, Two Thousand Nineteen (2019)

BETWEEN

(1) **SMT. ASHA MITRA (PAN-BJBPM1721M)**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA (PAN-PAN-BJBPM1723K)**, Son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, hereinafter jointly called the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives, and assigns) of the **FIRST PART**,

AND

* **MAA BHABATARINI REALTOR PVT. LTD.**, a Company incorporated under the Companies Act, 1956, having its Registered office at Podrah, P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankaril, District Howrah, hereinafter referred to the "**DEVELOPER**" (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or contest be deemed to mean and include its successors and successors-in-interest/office, and their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND WHEREAS one Gokul Chandra Ghosh was the owner and occupier of the land alongwith Bagan Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (two) Chittaks 30 (Thirty) Square feet, situated at 8, Baksara Village Road, Howrah and during enjoyment of the said property, Gokul Chandra Ghosh transferred the entire property in favour of Sk. Ahamed Ali, the resident of Nazirgunge by way of Patta which was Registered on 28.04.1920 and since then said Sk. Ahamed Ali began to enjoy the property by paying taxes before the Office of Howrah Municipality;

AND WHEREAS Sk. Ahamed Ali while enjoying and possessing the aforesaid property died leaving behind him surviving his wife, one son and one daughter as the legal heirs and successors of Late Sk. Ahamed Ali;

AND WHEREAS the wife, son and daughter of Late Sk. Ahamed Ali being in urgent need of money for non payment of taxes in respect of the aforesaid property jointly sold and transferred the same in favour of Nandalal Bag, the resident of Baluhati by virtue of a registered Kobala dated 3rd June 1941 and recorded in Book No.1, Volume No.20, Pages 123 to 127, Being No.805, for the year 1941 and since purchase Nandalal Bag became owner in respect of his purchased property and on account of staying at distant place from his purchased property, Nandalal Bag sold and transferred the same in favour of Sri Rampada Rat Shaw, Son of Late Bacchulal Shaw by virtue of a registered Kobala dated 11th March, 1946 and the said Kobala was registered in the Office of Howrah Sub-Registrar and recorded in Book No.1, Volume No.17, Pages 20 to 23, Being No.563, for the year 1946 and since then said Sri Rampada Rai Shaw became absolute owner in respect of his purchased property and said. Rampada Rai Shaw while enjoying and possessing his purchased property filed a Rent Suit before the Ld. 2nd Munsif being Suit No.379/1955 for repaying one hundred rupee for the cost of the decree of the said suit and also other diverse cogent

reasons, Sri Rampada Rai Shaw sold and transferred the said property in favour of Smt. Sabita Rani Paul, wife of Sri Hari Kishori Paul by virtue of a registered Kobala dated 15th July, 1959 and said Kobala was Registered in the Office of District Sub-Registrar at Howrah and recorded in Book No.1, Volume No.63, Pages 1 to 5, Being No.3363, for the year 1959;

AND WHEREAS it is stated hereby that Smt. Sabita Rani Paul filed a Title Suit in the Court of 2nd Munsif at Howrah being Title Suit No.2 of 1964 against one Khagendra Chandra Ghosh and Nagen Chandra Ghosh, both Sons of Late Rashbihari Ghosh and in this case Nagen Chandra Ghosh, the Defendant No.2 therein was not interested in respect of the property in question and only Khagendra Chandra Ghosh, the Defendant No.1 therein was contesting the suit and finally, the suit was compromised by filing Compromise Petition Registered as Title Suit No.395/1981 by both the parties;

AND WHEREAS in the Compromise Petition it was stated that Smt. Sabita Rani Paul, the Plaintiff therein admitted that Khagendra Chandra Ghosh, the Defendant No.1 therein was the sole owner in respect of the aforesaid property and the Defendant No.1 Khagendra Chandra Ghosh was possessing the property since the date of purchase dated 15th July 1959 and the Defendant No.1 Sri Khagendra Chandra Ghosh paid entire amount of consideration to the Seller namely Rampada Rat Shaw in respect of the aforesaid property and Sabita Rani Paul also admitted that she never paid any amount of consideration to the Seller at, the time of purchase of the aforesaid property and Sabita Rani Paul further stated that she has had no manner of right, title and interest or possession over the aforesaid property;

AND WHEREAS thereafter said Sabita Rani Paul declared in the Deed of Declaration that the Second Party Khagendra Chandra Ghosh was the real owner in respect of the aforesaid property and she was nothing but a name lender only and said Khagendra Chandra Ghosh had paid full consideration money at the time of purchasing the property out of his own pocket and the Sabita Rani Paul did not pay single farthing for consideration and said Deed of Declaration was registered in the Office of Additional District Sub-Registrar at Howrah on 18th September, 1992 and recorded in Book No.1, Volume No.104, Pages 37 to 42, Being No.5143, for the year 1992;

AND WHEREAS Nagendra Chandra Ghosh, the brother of Khagendra Chandra Ghosh also stated in the Deed of Declaration dated 18.09.1992 that Khagendra Chandra Ghosh, the Second Party therein was the real owner in respect of the aforesaid property and Sabita Rani Paul was nothing but a name lender only and he has had no manner of right, title and interest or possession in respect of the property purchased by Khagendra Chandra Ghosh on 15th July, 1959 and neither he paid any consideration respect of the aforesaid property and the said Deed of Declaration was Registered in the Office of Additional District Sub-Registrar at Howrah on 18.09.1992 and recorded in Book No.1, Volume No.77, Pages 66 to 71, Being No.3477, for the year 1992;

AND WHEREAS since declaration Khagendra Chandra Ghosh was the sole owner and occupier of all that piece and parcel of Bastu Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (Two) Chittaks 30 (Thirty) Square feet out of which he sold and transferred some portions of the said property;

AND WHEREAS said Khagendra Chandra Ghosh while enjoying and possessing the aforesaid property by paying taxes before the Office of Howrah Municipal Corporation died on 22.04.2001 leaving behind him surviving his wife Smt. Nihar Bala Ghosh, and only Daughter Smt. Asha Mitra as the only legal heiresses and successors;

AND WHEREAS after demise of said Khagendra Chandra Ghosh, the remaining portions of Bastu Land measuring more or less 16 (Sixteen) Cottahs 4 (Four) Chittaks 40 (Forty)

Square feet together with structure made of R.T. Shed standing thereon devolved upon his wife Smt. Nihar Bala Ghosh and Daughter Smt. Asha Mitra and said Nihar Bala Ghosh and Asha Mitra jointly inherited the property left by Khagendra Chandra Ghosh and they absolutely became joint owners in respect of the property left by the deceased Khagendra Chandra Ghosh each having undivided half share thereof. It is stated here that some portions of land out of 16 Cottah 4 Chittaks 40 square Feet which is used as Road and some portions of land measuring more or less 0 Katha 10 Chittak 6 Square Feet was transferred in favour of Rupak Kumar Mitra by Niharbala Ghosh and Asha Mitra by virtue of a Deed of Gift which was registered in the Office of D.S.R. at Howrah in the year 2010 and recorded in Book No. 1, CD Volume No. 27, Pages 6813 to 6832, Being No. 12087 for the year 2010 and since then said Rupak Kumar Mitra became absolute Owner in respect of the said property and remaining portion of land measuring more or less 15 Cottahs 10 Chittaks 34 square Feet have been jointly enjoying and possessing by said Niharbala Ghosh and Asha Mitra.

AND WHEREAS said Niharbala Ghosh out of her love and affection she gifted her undivided property measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet to the extent of half share thereof, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 in favour of her grand son namely Sri Arindam Mitra, the Owner No. 2 herein by virtue of a registered Deed of Gift dated 20th December, 2010 and the said Deed of Gift was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. 1, CD Volume No. 27, Pages from 6833 to 6852, Being No. 12088, for the year 2010 and since then said Arindam Mitra became absolute Owner in respect of his said gifted property;

AND WHEREAS said Asha Mitra, the daughter of Late Khagendra Chandra Ghosh inherited from his father all that piece and parcel of undivided Bastu land measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet out of 15 Cottahs 10 Chittaks 34 Square Feet, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 and she became absolute Owner in respect of the said property;

AND WHEREAS the properties of the parties hereto have been amalgamated into one compact unit by virtue of a Deed of Declaration, which was registered in the Office of District Sub-Registrar at Howrah on 2nd August, 2011 and recorded in Book No. 1, CD Volume No. 16, Pages from 393 to 406, Being No. 06235, for the year 2011 and after amalgamation and after amalgamation they have jointly mutated their names in the Howrah Municipal Corporation and thereafter the old holding No. 8, Baksara Village Road has been changed and now numbered as 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah;

AND WHEREAS the present owners while possessing the aforesaid property peacefully an uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present Owners are in search of a better sufficiently experienced and financially capable Developer who could do the needful construction on the said property as desired and expected.

AND WHEREAS accordingly the Owners/Vendors herein have jointly entered into an Agreement for Development with the developer herein on 09.04.2015 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 12, pages from 3029 to 3068, Being No. 3459 for the year 2015 and simultaneously the Owners/Vendors herein executed a Development Power of Attorney in favour of the Developer/ Confirming Party/ Third Part herein empowering the Developer/ Confirming Party/ Third Part herein to commence construction of a multistoried building over the said property and to sell out the Flats/Units of the said building on his behalf and the said Power of Attorney was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 12, pages from 4156 to 4171, Being No. 3460 for the year 2015.

AND WHEREAS for the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R.C No 222/16-17 dated 13.02.2017 and accordingly the Developer/ Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND named as "ANANDA NIKETAN" as per the said sanctioned building plan;

AND WHEREAS on the strength of the aforesaid Development Agreement and the Power of Attorney, the Developer has constructed a multistoried building over the said property consisting of several Flats and other Units.

AND WHEREAS it was settled terms of the said agreement that the owner shall get his allocation in the manner as follows :-

- (i) Two Front side shop room (adjacent to each other) measuring more or less 300 Square Feet (West facing) i.e. 150 Sq.ft each.
- (ii) Flat (West-South facing) being No. 204 on the First Floor measuring an area of about 1300 Square Feet excluding staircase consisting of three bed rooms etc. fully fittings and ready to use the same.
- (iii) Flat (West facing) being No. 101 on the Second Floor measuring an area of about 800 Square Feet excluding staircase consisting of two bed rooms etc. fully fittings and ready to use the same.
- (iv) One personal Car parking space measuring more or less 200 Square Feet
- (v) Construction of Temple which will be constructed in front of the proposed multistoried Building.
- (vi) The Developer has paid a total amount of Rs. 51,00,000/- (Rupees Fifty One Lakh) only to the Owners herein.

The same shall be allotted to the Owners with proportionate share, right, title and interest and the common facilities and space together with proportionate share in the land underneath the building .

TOGETHER WITH right or use and enjoy all common areas and facilities of the land of the proposed building .

AND WHEREAS the developer herein hereby has given the aforesaid allocation to the owner herein and the Owner has got his aforesaid allocated portion from the developer herein which the Owner herein hereby accepted the said allocation according to his full and final satisfaction.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Bastu Land measuring more or less 15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with proposed building standing thereon named as "ANANDA NIKETAN", comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within

H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by :-

On the North : Drain thereafter Baksara Village Road.
On the South : Property of Sambhu Mukherjee and 8/4, 8/5, Baksara Village Road.
On the East : H.M.C. Drain.
On the West : Drain thereafter Baksara Village Road.

SCHEDULE OF OWNER'S ALLOCATION

- (i) Two Front side shop room (adjacent to each other) measuring more or less 300 Square Feet (West facing) i.e. 150 Sq.ft each.
- (ii) Flat (West-South facing) being No. 204 on the First Floor measuring an area of about 1300 Square Feet excluding staircase consisting of three bed rooms etc. fully fittings and ready to use the same.
- (iii) Flat (West facing) being No. 101 on the Second Floor measuring an area of about 800 Square Feet excluding staircase consisting of two bed rooms etc. fully fittings and ready to use the same.
- (iv) One personal Car parking space measuring more or less 200 Square Feet
- (v) Construction of Temple which will be constructed in front of the proposed multistoried Building.
- (vi) The Developer has paid a total amount of Rs. 51,00,000/- (Rupees Fifty One Lakh) only to the Owners herein.

The same shall be allotted to the Owners with proportionate share, right, title and interest and the common facilities and space together with proportionate share in the land underneath the building .

TOGETHER WITH right or use and enjoy all common areas and facilities of the land of the proposed building .

The entire allocation mentioned above has been morefully and particularly described and delineated with RED border in three plans annexed hereto which have been made a part of this document.

IN WITNESS WHEREOF the Parties hereby hereto put their respective signature on this Deed of Conveyance on this day, month and year above written.

WITNESSES

1.

SIGNATURE OF THE OWNERS

SIGNATURE OF THE DEVELOPER

Drafted by me:

Advocate

Judges' Court at Howrah

Computerized by

Timir Das

Howrah Court

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs. 51,00,000/-** (Rupees Eleven Lakhs Fifty Thousand) only from the developer herein towards security money in the following manner :-

<u>Date</u>	<u>Cheque/Cash</u>	<u>Bank Name</u>	<u>Amount</u>
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Total Rs. 51,00,000/-

SIGNATURE OF THE OWNERS