

2536/17

I - 2523 / Page 1 of 23

70

भारतीय गैर न्यायिक

दस  
रुपये

TEN  
RUPEES

रु.10

Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

274733/17 08AB 295967

10-20 P.M

Certified that this document is admitted to Registration. The signature sheet and the endorsement sheet attached to the document are part of this document.

Additional District Sub Registrar  
Sankish

- 7 SEP 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the...<sup>9th</sup>

Day of August, Two Thousand and Seventeen (2017) BETWEEN  
SRI SUDHINDRA NATH BASU, son of Late Jatindra Nath Basu, by  
faith- Hindu, by occupation- Retired, having PAN- DEIPB5690N  
residing at 19, Tara Sankar Sarani, P.O.- Belgachia, Kolkata-700037,  
Police Station- Tala, hereinafter jointly and severally called and  
referred to as the OWNER/ FIRST PARTY (which term or expression  
shall unless excluded by or repugnant to the context shall be deemed

Handwritten signature/initials

307322

M. L. SHAW  
NOTARY  
REGN. No - 85/07  
GOVT. OF W.B.  
KOLKATA

S.L. No. .... Sold To .....  
Rs. .... Adrs. ....  
P. K. DAS  
(Govt.) LICENSED-STAMP VENDOR -  
11A, Mirza Galib Street, Kol-87  
L. No-285, Rs. ....  
Issue Date: 29 MAR 2017 Sign: ✓

29 MAR 2017

*Subin Das*

*V.C.I  
2013*

*Subin Das*



Identified by  
Rita Shaw  
Adv.  
Sealdah Civil Court  
Kol-14  
F-38-23/98

A. D. S. R. SEALDAH  
- 9 AUG 2017  
Dist. - South 24 Parganas

to mean and include his heirs, successors, executors, administrators, legal representatives and/ or assigns) of the **ONE PART**;

A N D

M/S. B. L. PROJECT & INFRASTRUCTURES, a partnership firm, having PAN-AALFBO210G, having its registered office at 73/1, Indra Biswas Road, Kolkata-700 037, Police Station- Tala, Post Office- Belgachia represented through its partners (1) **SRI MINTU DAS**, son of Late Babu Lal Das, having PAN-AEVPD2843R, by faith- Hindu, by occupation- Business, by Nationality- Indian, of 49B, Indra Biswas Road, Kolkata-700 037, Police Station- Tala, Post Office- Belgachia, (2) **SRI DEBABRATA CHAKRABORTY**, son of Late Amal Bikash Chakraborty, having PAN-ACIPC5882E, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are of 56/1C, Anath Nath Dev Lane, Kolkata-700 037, Police Station- Tala, Post Office- Belgachia, hereinafter called and referred to as the **DEVELOPER/ SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its partners, successors-in-office, heirs, administrators, legal representatives and/ or assigns) of the **OTHER PART**;

**WHEREAS** by and under an Indenture Dated 5<sup>th</sup> Day of September, 1940 made and executed by and between The Trustees For The Improvement Of Calcutta, a body corporate constituted by the Calcutta Improvement Act, 1911, therein referred to as the One Part and one Banku Behary Ghosh, therein referred to as the Purchaser of the Other Part and duly registered with the office of the Sub-Registrar of Sealdah and recorded therein in Book no. 1, Volume no. 46, pages from 24 to 26, Being no. 2044 for the year 1940, the said The Trustees For The Improvement Of Calcutta at and for the valuable consideration as mentioned therein sold, conveyed, transferred, assured and confirmed **ALL THAT** piece and parcel of revenue free



v.C.T.I  
2047

*(Canting)*



v.C.T.I  
2056

Sulhadra Nath Basu



A. D. S. R. SEALDAH  
- 9 AUG 2017  
Dist.- South 24 Parganas

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

19-201718-005398530-1  
BRN Date: 08/08/2017 21:42:14  
BRN: 103049485  
Payment Mode: Online Payment  
Bank: Punjab National Bank  
BRN Date: 08/08/2017 09:40:31

DEPOSITOR'S DETAILS

Name: MINTU DAS  
Contact No.:  
E-mail: goutamnath1985@gmail.com  
Address: 73 by 1 INDRA BISWAS ROAD KOLKATA 700 037  
Applicant Name: Mr Rite Shaw  
Office Name:  
Office Address:  
Status of Depositor: Buyer/Claimants  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Id No.: 16061000274788/3/2017  
(Tender Number)  
Mobile No.: +91 8820080611  
Payment No. 2

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16061000274788/3/2017	Property Registration-Stamp duty	0050-02-103-003-02	7021
2	16061000274788/3/2017	Property Registration-Registration Fees	0030-03-104-001-16	40021

In Words: Rupees Forty Seven Thousand Forty Two only

Total

47042



Government of West Bengal

Department of Finance (Revenue) . Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 1606/1000274789/2017

1. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Sudhindra Kumar Basu 19 Tara Sankar Sarani, P.O:- Belgachia, P.S:- Tala, District:- South 24-Parganas, West Bengal, India, PIN - 700037	Land Lord		2056 	Sudhindra Kumar Basu 09.08.2017
2	Shri Minu Das 48b Indra Biswas Road, P.O:- Belgachia; P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037	Representative of Developer [M/s B L Project And Infrastructure]		2047 	 09/08/2017
3	Shri Debabrata Chakraborty 56/1c Anath Nath Dev Lane, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037	Representative of Developer [M/s B L Project And Infrastructures]		2043 	Debabrata Chakraborty 09/08/2017

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Rita Shaw Daughter of M L Shaw S C Court, Cal, P.O:- Entaly, P.S:- Entaly, District-South 24-Parganas, West Bengal, India, PIN - 700014	Shri Sudhindra Kumar Basu, Shri Mintu Das, Shri Debabrata Chakraborty	<i>Rita Shaw</i> 9/8/17

(Sudhindra Kumar Basu)  
**ADDITIONAL DISTRICT  
SUB-REGISTRAR**  
OFFICE OF THE A.D.S.R.  
SEALDAH  
South 24-Parganas, West  
Bengal

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(6)

land containing by ad measuring an area of 6 Cottahs 9 Chittaks and 9 Sq. Ft, be the same a little more or less, situate lying at and being Plot no. 67 of the surplus lands in Calcutta Improvement Scheme called Cossipore Chitpore Open Space formed out of premises nos. 52, Khetal Ghosh Lane and 1, North Tallah Lane, Police Station- Chitpore, which morefully described in the Schedule thereunder, hereinafter called as the "said property", written unto and in favour of said Banku Behary Ghosh.

**AND WHEREAS** after purchase as aforesaid while said Banku Behary Ghosh being the sole and absolute owner seized and possessed the said property, by and under a Deed of Sale in Bengali Script dated 14<sup>th</sup> August, 1959 made and executed by and between the said Banku Behary Ghosh, therein referred to as the Vendor (Kobala Data) and (1) Jatindra Nath Basu, (2) Sachindra Nath Basu, (3) Sunil Krishna Basu, (4) Sudhindra Nath Basu, the owner herein, (5) Samarendra Nath Basu and (6) Subodh Kumar Basu, jointly referred to the Purchaser (Kobala Grahita) therein and duly registered with the office of the Sub-Registrar at Sealdah and recorded therein in Book no. I, Volume no. 43, pages from 81 to 86, Being no. 1964 for the year 1959, at and for the valuable consideration as mentioned therein, the said Banku Behary Ghosh sold, conveyed, transferred, assured and confirmed said property being **ALL THAT** piece and parcel of revenue free land containing by ad measuring an area of 6 Cottahs 9 Chittaks and 9 Sq. Ft, be the same a little more or less, situate lying at and being Plot no. 67 of the surplus lands in Calcutta Improvement Scheme called Cossipore Chitpore Open Space formed out of premises nos. 52, Khetal Ghosh Lane and 1, North Tallah Lane, Police Station- Chitpore, which morefully described in the schedule thereunder written unto and in favour of said (1) Jatindra Nath Basu, (2) Sachindra Nath Basu, (3) Sunil Krishna Basu, (4) Sudhindra Kumar Basu, the owner herein (5) Samarendra Nath Basu and (6) Subodh Kumar Basu jointly free from all encumbrances and forever.





A. D. S. R. SEALDAH  
- 9 AUG 2017  
Dist. - South 24 Parganas

upon the death of said Sachindra Nath Basu jointly inherited his estate and became the joint owners thereof.

**AND WHEREAS** said Jatindra Nath Basu died on 28.12.1980 and said Dipak Basu, son of Sachindra Nath Basu, being the Executor appointed under the said Will applied for probate of the said last Will and Testament dated 18.04.1977 and the Ld. Seventh Court of the Additional District Judge at Alipore was pleased to grant Probate of the said Will on 11<sup>th</sup> September, 2001 in O.S. case no. 11 of 1985 and accordingly the undivided and un-demarcated  $1/6^{\text{th}}$  share of said Jatindra Nath Basu over the said premises devolved upon the said Swapan Basu, Dipak Basu, Chanchal Basu and Smt. Sipra Adhikary, being the sons and married daughter of said Sachindra Nath Basu as directed and indicated in the said last Will and Testament dated 18.04.1977 of Jatindra Nath Basu.

**AND WHEREAS** thus the said Swapan Basu, Dipak Basu, Chanchal Basu and Smt. Sipra Adhikary jointly become the owners of the undivided and un-demarcated  $2/6^{\text{th}}$  i.e.  $1/3^{\text{rd}}$  share over the said premises.

**AND WHEREAS** the said Sunil Krishna Basu, being one of the co-owners having  $1/6^{\text{th}}$  undivided and un-demarcate share over the said premises, while during his life time seized and possessed the same with the other co-owners of the premises, made and published his last Will and Testament dated 17<sup>th</sup> May, 1999 and thereby said Sunil Krishna Basu relinquished and bequeathed his said undivided and un-demarcated share over the said premises unto and in favour of his only son Surajit Basu, including other provisions as directed and stipulated therein and appointed said Sri Samiran Das and Smt. Chanda Das as the Executor and Executrix of the said Will with a provision that Samiran Das and in case of death of said Samiran Das his wife said Smt. Chanda Das can get probate of the said Will.

AND WHEREAS said Sunil Krishna Basu died on 04.11.2000 and on his demise, the said Samiran Das being the Executor appointed under the said Will applied for probate of the said Will and the Ld. District Delegate at Sealdah was pleased to grant probate on 18<sup>th</sup> Day of August, 2001 of the said last will and Testament dated 17.05.1999 of Sunil Krishna Basu and accordingly the undivided 1/6<sup>th</sup> share of Sunil Krishna Basu devolved upon his only son Sri Surajit Basu.

AND WHEREAS Subodh Kumar Basu also died intestate on 19.04.2006 leaving behind him, his wife Smt. Samira Basu, two daughters namely (1) Smt. Shukla Chowdhury and (2) Smt. Sampa Banerjee and only son Sri Sudipto Basu, as his legal heirs and successors, who upon the demise of said Subodh Kumar Basu jointly inherited his estate and became the joint co-owners of undivided and un-demarcated 1/6<sup>th</sup> share of the said premises.

AND WHEREAS the said Samarendra Nath Basu also died intestate on 19.04.2005 leaving behind him, his widow Smt. Mamata Basu, only son Sri Avishek Basu and only daughter Smt. Soma Dasgupta being his legal heirs and successors, who jointly upon the death of said Samarendra Nath Basu inherited his estate and become the joint co-owners having undivided and un-demarcated 1/6<sup>th</sup> share over the said premises.

AND WHEREAS the Owner/ First Party herein seized and possessed of and/ or otherwise well and sufficiently entitled to ALL THAT piece and parcel of undivided and un-demarcated 1/6<sup>th</sup> share or interest over the entire premises being premises no. 19, Tara Shankar Sarani, Kolkata-700 037, Police Station- Tala, which morefully described in the Schedule "B" hereunder written.

AND WHEREAS several negotiation take place by and between the parties and on the basis of that the First Party agreed with the

developer to enter in a Development Agreement for development of the property being premises no. 19, Tara Sankar Sarani, Kolkata-700 002, morefully mentioned in the Schedule written hereunder with some terms and conditions as it is mentioned herein.

AND WHEREAS the Land Owner of the one part has made the following representations to the Developer/ other part:-

- (i) The Land Owner is one of the co-owner having 1/6<sup>th</sup> share or interest of Municipal premises 19, Tara Shankar Sarani, Kolkata-700 037, Police Station- Chitpore now Tala having Assessee no. 110052400260, under KMC ward no. 005, which morefully described in the Schedule "B" hereunder written and hereinafter referred to as the "said premises".
- (ii) The Scheduled property is free from all encumbrances, charges, mortgage, lien, lispendents, attachments, claims and demands whatsoever.
- (iii) The Land Owner is in absolute possession in respect of his share pertaining to his marketable title of the Scheduled premises.
- (iv) That the Land Owner shall pay and clear all municipal rates and taxes in respect of the said premises up to the date of this agreement with regards to his share.
- (v) That the said premises is not affected by any alignment, notice of acquisition and/or requisition by the Government.
- (vi) The Developer is completely satisfied regarding Title of the Owners before entering into the Agreement.

AND WHEREAS the party of the other part/ Developer believing the aforesaid representations of the party of the one part as true and genuine after satisfied with the Title, the parties hereto desire to enter upon in the Development agreement in respect of the Schedule property hereinafter written on the terms, conditions and stipulations hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

01. Whereas the Land Owner / first party shall do and/ or engage the said **M/S. B. L. PROJECT & INFRASTRUCTURES**, a partnership firm, duly incorporated under provisions of the Indian Partnership Act, 1936, having its registered office at 73/1, Indra Biswas Road, Kolkata-700 037, Police Station- Tala, represented through its partners (1) **SRI MINTU DAS**, son of Late Babu Lal Das, having PAN-AEVPD2843R, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are of 49B, Indra Biswas Road, Kolkata-700 037, Police Station- Tala, (2) **SRI DEBABRATA CHAKRABORTY**, son of Sri Amal Bikash Chakraborty, having PAN-ACIPC5882E, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are of 56/1C, Anath Nath Dev Lane, Kolkata-700 037, Police Station- Tala, as the developer to undertake the said construction work on the said premises under certain terms and condition.
02. That in lieu of his 1/5<sup>th</sup> undivided share, the land owner shall be entitled to get a **non-refundable sum of Rs.34,00,000/- (Rupees Thirty Four Lac) only** togetherwith (1) one Single Bed Room flat measuring about 350 Sq. Ft. of built-up area on the 1<sup>st</sup> floor South-East side (2) two numbers of two bed room flat each measuring about 530 Sq. Ft. of built-up area amongst which one on the 2<sup>nd</sup> Floor back portion North side and other on the 3<sup>rd</sup> floor back side (3) One Car Parking space measuring about 120 Sq. Ft. on the ground floor and (4) One office room as present form on Ground floor back portion about 200 Sq. ft. of built-up area and temporary accommodation of the said office room as back side. The owner shall provide temporary (shifting) accommodation during construction period two bed room flat and one one bed room flat and the owner herein undertake to vacate and hand over the possession of the said

flat at the time of handing over vacant possession of the owner's allocation as set forth in the Schedule "C" hereunder written. And the Developer herein shall get and/ or be entitled to rests constructed floor area of the newly proposed newly constructed area towards developer's allocation. Be it mentioned herein that the existing tenants shall be adjusted from the land owner's allocation.

03. That simultaneously with the execution of these presents, the Developer herein has paid the sum of Rs.29,00,000/- (Rupees Twenty Nine Lac) only to the owner towards part of said non-refundable amount which the owner herein duly received by and under an Accountable receipt issued by the Owner himself as appearing in the memo written hereunder.
04. That the Developer herein undertake to pay the balance amount of Rs.5,00,000/- (Rupees Five Lac) only out of said non-refundable amount of Rs.34,00,000/- (Rupees Thirty Four Lac) only to the owner herein within three months from the commencement of the proposed construction work.
05. That simultaneously with the execution of these presents, the Developer herein keep in deposit with the Owner herein the sum of Rs.6,00,000/- only towards interest free security deposit amount and the owner herein acknowledge the receipt of the said amount in an Accountable receipt issued by the owner himself as appearing in the memo hereunder.
06. The Owner herein undertake, promise, assure and confirm to return the said security deposit amount of Rs.6,00,000/- (Rupees Six Lac) only to the Developer in the manner follows:
  - a) Rs.4,00,000/- (Rupees Four Lac) only at the time of getting possession of the Owner's Allocation in the proposed building.
  - b) Rest Rs.2,00,000/- (Rupees Two Lac) only at the time of handing over the copy of C.C. issued by the K.M.C.

07. After the execution of this agreement the developer shall be at liberty to prepare or cause to be prepared plan or plans for constructing a G+IV storied building on the site of the said premises to be approached by the Land Owner by showing demolition of the existing structure standing thereon in the plan/ plans and the Land Owner shall as and when necessary sign such plan or plans and other papers and writings that may be required for the purpose of obtaining sanction of such plan or plans by the developer from The Kolkata Municipal Corporation or obtaining permission from the competent authority.
08. The Developer shall, by the strength of Development Power of Attorney, sign and execute all plans, drawings, specification, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
09. That with the execution of these presents, the Developer shall also have liberty to enter into Development Agreement/ Agreements with the other co-owners of the said premises on the terms and conditions as the Developer shall think fit and proper.
10. That the developer shall and/ or authorized for demolish the existing structures standing at the said premises at its own, costs, expenses and risks and all old building materials shall be the property of the developer.
11. That the Developer shall have every right and authority to let, give lease and sell the Developer's allocation to any intending

purchaser as the Developer will think fit and proper. The Third Party and/ or intending purchaser will be same religion as the Owner. The Developer must not let out, create any lease and/ or sell any portion of Developer's allocation to any party who is not belongs to same religion as the owner belongs to.

12. It being expressly agreed that the costs, charges and expenses for obtaining sanction of such plan or plans whatsoever will be borne and paid by the Developer and the Land owner shall not be liable for imbursement of such costs, charges and expenses for obtaining sanction of such plan or plans but the expenses for mutating the name of Land owner as co-owner in respect of the schedule "A" property shall be borne by the Land owner.
- X 13. That the Land Owner shall hand over original of all documents of title relating to the said premises no. 19, Tara Shankar Sarani, Kolkata-700037, Police Station- Tala having Assessee no. 110052400260 under KMC ward no. 005 with the execution of the these presents to the Developer to facilitate the construction work and to produce the same before the Kolkata Municipal Corporation, Courts, Tribunals, Banks as and when necessary and the Developer undertake to handover those original documents to the Flat Owners' Association.
14. That upon receipt of the sanctioned plan the developer herein shall be entitled to develop the said premises by constructing multi-storied building having several self contained flats/ apartments, car parking space, shops etc. and additional floor if any permissible under law as desire by the developer.
15. The developer shall arrange and engage at its own risk and cost all the labourers, supervisors and engineers required for the said construction work to complete the said proposed building.



13. In the event of any accident or mishap of any nature during the period of the said construction of the said building, the developer undertakes to face the consequences of any nature there from and is also hereby indemnifying the Land Owner from any loss or damages, claim or responsibility arising out of such accident or mishap.
14. The Developer shall engage licensed building Architect, Engineer and Supervisors for the supervision of the construction work of the said building.
15. The Developer shall arrange at its own risk water and electricity for the construction of the said building.
16. The Developer shall arrange and organize at its own risk and cost all other materials and services required for the purpose of said construction till accomplishment of construction to the satisfaction of relevant concerned parties.
17. That with the execution of these presents Developer is authorized in the name of the owner so far as necessary to apply for obtain quotas entitlements and other allocation of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and the Developer shall obtain at its own risk water and possible drainage connections and other statutory clearances of the said building from the Kolkata Municipal Corporation and other statutory bodies and shall make all the needful arrangement to ensure perfect completion of the said building fit for occupation and human habitation.
18. The Developer at its own risks shall arrange sanction of electricity for the said building and bring electric meters for all apartments and for common use. However all the outstanding

and liabilities till the date of signing of this agreement in this regard will be borne by the landlord/ landowner and all charges for the bringing of new meters shall be paid by the individual tenants/ occupants/ Owners proportionately save and except the existing meters in the name of the owner.

19. The Developer shall at its own cost construct the building in or upon the said premises without any hindrance or disturbance by or on behalf of the Land Owner or any person/ persons claiming through or under him. The developer shall ensure that the building shall conform to standard class building material and any structural or construction defects and damages caused thereby shall be the sole responsibility of the developer and will keep the Land Owner indemnified against all losses, claims changes and expenses arising in any eventually.
20. That the party of the other part/ developer is exclusively empowered and authorized to enter into the premises during demolition and construction and employ any sub-contractor / contractors, labours or masons for the development of the premises.
21. That the Land Owner shall not in any stage of the construction interfere with the work which shall be carried on by the developer or its contractors, sub-contractors and employees and the developer shall have absolute discretion in this matter and complete demolition and construction and control over the proposed construction.
22. That first party will execute and register a General power of Attorney and/ or Development Power of Attorney in favour of the developer to carry out and complete the project as well as to induct tenant/ tenants/ sell out the Developer's allocation at

such rate as desire by the Developer in respect of the Developer's allocation.

26. That the existing tenanted area on the said premises shall be rehabilitating from the owner's allocation.
27. That the construction work shall be completed within 36 (thirty six) months from the date of commencement of constructions work as per specification given in the Schedule "D" hereunder written. The Construction work would be started within 45 days of getting the plan sanctioned by The Kolkata Municipal Corporation or getting vacant khas possession of the said premises which ever is later. The further grace periods shall be allowed to the Developer for carrying and complete the construction work in the even if, the Developer is prevented from carrying the construction work due to force majeure such as flood, riot, bandh, fire, labour strike etc or any other course as mentioned hereinafter.
28. That the owner herein undertake, promise, assure and confirm that the owner shall handover the peaceful vacant khas possession of the "A" Scheduled property to the Developer for carrying on the proposed construction work within one month from the date of obtaining of Sanction Building Plan by the Kolkata Municipal Corporation or as and when the Developer shall ask for after shifting the owner, whichever is earlier.
29. That the Developer shall be at liberty and entitled to dispose/sale/ let-out of its allocated area at the said newly proposed building to the intending Tenants/Lessees/ purchasers and to take advance/ part payment/ entire consideration money/ premiums from those intending Tenants/ Lessees/ Purchasers and to execute and register proper Deed of Documents/ Deed of Lease/ Deed of Conveyance in their favour

and wherein the Land Owners shall join as a party, as Lessor/ Vendor, as the case may be, Developer as Developer, as the case may be. But the Deed of Conveyance to be registered only after hand over the owner's allocation and possession in respect of flats and car parking spaces and thereafter the Developer will handover possession to the intending purchasers.

27. The owner hereby agrees and covenants with the developer not to do any act deed or thing whereby the Developer may be prevented from selling assigning and/ or disposing of the any of the Developer's allocation and/ or selecting the person in whose favour the developer shall sell/ transfer the developer's allocation.
28. The owner hereby agree and covenants with the Developer not to let out grant, lease, mortgage, encumber, and/ or charges the said plot of land or premises or any portion thereof till the purpose of this agreement is fully satisfied.
29. That the owner undertakes, promises, assures and confirms that during the continuance of this agreement the owner shall not enter into any Development or Sale agreement with the third party with regards to the said premises or any part thereof.
30. The land owner shall not be entitled to claim any amount of sale proceed of the Developer's allocated portion mentioned above and nor shall be entitled to claim any aforesaid amount of sale proceeds from intending purchaser or purchasers of Developer's allocated portion received by the Developer herein. The land owner shall have common right over the land passage, open space, roof, landing etc. with the developer and/ or with the intending purchaser/ purchasers of the flat/ unit under developer's allocated portion.

34. The land owner shall not be entitled to claim any other portion or portions of the constructed and covered area of the proposed multi storied building other than the land owner's allocated portion mentioned in the "C" SCHEUDLE hereunder written.
35. That the owner herein represents, promise, assure, undertakes and confirm that he will pay and bear the proportionate share or expenses of municipal rates and taxes, common expenses with regards to the owner's allocation on and from the date of getting possession of the owner's allocation as stated hereinbefore.
36. The Developer shall be entitled to fix the sign board on the said property for advertisement and insertions in news papers and any other advertising media and both the parties herein jointly shall select a name of the new multistoried building.
37. That in case of death of the owner herein, the legal heirs and/ or legal representatives of the deceased owner will be bound to construct and execute to the developer a fresh power of attorney on the same terms and conditions without changes of the any terms and conditions or demands mentioned in these presents.
38. That the owner further undertakes, promises, assures and confirms not to file any suit intentionally against the developer which will obstruct the developer from the carrying out the job of construction. If the suit filed by owner intentionally against the developer and for that reasons the construction work is delayed and/ or stopped, in that event developer entitled to claim cost of construction carried out by the Developer upto the date of stop work; also entitled to additional compensation which assessed by or registered valuer to be appointed by the Developer but the owner always keep close surveillance on the construction work and its materials.

36. That the owner herein shall pay and bear the municipal rates & taxes and other out goings of the premises upto the date of execution of these presents and shall also pay and bear the costs of recording his name by causing due mutation with records of the Kolkata Municipal Corporation as one of the co-owners of the premises and the Developer shall pay and bear the municipal rates & taxes and other out goings of the premises and from the date of execution of these presents till completion of the proposed building
37. That falling any terms by the developer as agreed in these presents, the owner shall have right to cancel the development Agreement and General power of Attorney forthwith, and also holding the Developer liable for damages and other legal consequences.
38. That jurisdiction of the litigation would be Hon'ble Court at Calcutta and other Competent Courts of law.

**SCHEDULE "A" ABOVE REFERRED TO:**

(Entire Property/ Premises)

ALL THAT piece and parcel of revenue free land containing by ad measuring an area of 6 Cottahs 9 Chittaks and 9 Sq. Ft, be the same a little more or less, togetherwith one residential building having 2000 Sq. Ft. of constructed area standing thereon, situate lying at and being Municipal premises no. 19, Tara Shankar Sarani, Kolkata-700 037, Police Station- Tala having Assessee no. 110052400260 under KMC ward no. 005, being butted and bounded in the manner following

ON THE NORTH : Khelat Babu Lane  
ON THE SOUTH : Tarasankar Sarani  
ON THE EAST : 18A, Tarasankar Sarani  
ON THE WEST : 20, Tarasankar Sarani

**SCHEDULE "B" ABOVE REFERRED TO:**

(Owner's Right/ Share over the Premises)

**ALL THAT** undivided and un-demarcated 900 Sq. Ft. of land being the undivided and un-demarcated 1/6<sup>th</sup> share out of 5 Cottahs 9 Chittaks and 9 Sq. Ft. of land and undivided and un-demarcated 333.33 Sq. Ft. of structure being the 1/6<sup>th</sup> share out of 2000 Sq. Ft. of structure, situate lying at and being part or portion of Municipal premises no. 19, Tara Shankar Sarani, Kolkata-700 037, Police Station- Tala i.e. the part of "A" scheduled property.

**SCHEDULE "C" ABOVE REFERRED TO:**

The Land Owner shall be entitled to get a non-refundable sum of Rs.34,00,000/- (Rupees Thirty Four Lac) only and (1) one Single Bed Room flat measuring about 350 Sq. Ft. of built-up area on the 1<sup>st</sup> floor South-East side (2) two numbers of two bed room flat each measuring about 530 Sq. Ft. of built-up area amongst which one on the 2<sup>nd</sup> Floor back portion North side and other on the 3<sup>rd</sup> floor back side (3) One Car Parking space measuring about 120 Sq. Ft. on the ground floor and (5) One office room as present form on Ground floor back portion about 200 Sq. ft. of built-up area towards Owners Allocation and the Developer herein shall get and/ or be entitled to rests constructed area. of the newly proposed building towards Developer's allocation. Be it mentioned herein that the existing tenants shall be adjusted from the land owner's allocation.

**SCHEDULE - ABOVE REFERRED TO :**  
**SPECIFICATION OF BUILDING**

1. **BUILDING:**  
 Total R.C.C. frame structure including decorative elevation as per architectural design. Proper anti-termite treatment in foundation is to be done as per manufacturer's specification.
2. **BRICK WORK IN SUPER STRUCTURE:**
  - a) Peripheral Brick work 200 thick with 1:5 mortar, curing to be done properly.
  - b) Internal Brick work 125 mm thick at flat to flat partition and 75 mm internal walls, wire mesh will be applied in 75 mm thick brick work in each three layers with 1:4 mortar. Bricks are to be soaked before laying.  
 Inside wall plaster 12 mm thick average over brick work (1:5 mortar) and 6 mm thick average over concrete surface.  
 Out side plaster 19 mm thick with (1:5) mortar  
 (all cement work to be cured properly).
3. **FLOORING:**
  - a) Crazy mosaic at Car Parking Space.
  - b) Flooring in flat good quality white marble at floors and in toilets and kitchen Ceramic tiles mat finish. In the stair, landings etc. with Marble (2'x2' in size).
  - c) Crazy mosaic at top roof over chemically treated water proof roof.
4. **DOOR FRAME :**
  - a) Main door frame Sal Wood (125 x 75 mm) with eye hole.
  - b) Other door frame (100 x 62.5 mm).
5. **DOOR SHUTTER :**
  - a) Main Door shutter C.P. Tick wood make duly polished 1 No. Godrej Lock, 1 No. Tower bolt (Stain less steel/Aluminum)



(10"), 2 Nos. handle, 1 No. buffer, 1 No. stopper and one eye glass at main door.

- b) All other Door will be 32 mm thick Hot Pressed Phenol Bonded both side painted and fitted with one tower bolt, one lock, 1 No. buffer and stopper.

Wooden Moulding beads will be jammed at all doors.

*Sabin*

6. **WINDOW:** *@. P Teak*  
 Wooden/~~aluminium~~ window with frosted glass pane at windows.

- b) M.S. fabricated Griss at window (inside), balcony railing to be made of R.C.C. finished with marble top, and stair railing (moulded wooden) as per design approved by the architect.

7. **LIFT:**  
 One 5 passengers lift of standard Company will be provided.

8. **STAIR CASE:**  
 Stair Case shall be finished with standard M.S. railing with good quality synthetic batten over the hand rail.

9. **ELECTRICALS:**
- a) All concealed Electrical lines (Havells/Finolex) wire, Modular switch/Crabtree or similar No. of switch.
- b) Bed room - 2 light point, 1 Fan Point, 15 Amp. Plut at Main Board, T.V. 1 Tel, 1 int. com. In master bed room.
- c) Liv/Din - 3 Light point, 2 F, 1 - 15 amp. 1-5 amp. 1-T.V. 1 Tel. 1 int. com. One A/c. point in one flat.
- d) Toilet - 2 light point (1 at Basin) 1 - ex. Fan. 1 - Geyser point at toilets.
- e) Kitchen - 2 - Light point 1 Aqu pt. (5 amp) 1 mixer (15 amp), 1 Ex. (5 amp), 1 Chimney

1 No. calling bell pt., at Balcony 1-L, 1-5 amp. One at passage inside flat one DB & CKB for each flat. Light points in common areas court yards main gate roof/terrace.

10. **SANITARY & PLUMBING :**

- a) All toilets and kitchens will be concealed CPVC/PRR/G.I. water line as per design.
- b) Glazed tiles of reputed brand (Kajoria/Somani/Johnson) will be up to door high level.
- c) One European type commode including commode seat and cover (Parry/Hind-ware) P-trap at each toilet with P.V.C. L.D. cistern (Parry/Slimline).  
All tapes will be chromium plated of reputed brand (ESSCO) or equivalent.
- d) 1 No. Ceramic Basin (Parry/Hind-ware) 20" x 16" at each toilet.
- e) 1 No. Pillar cock at Basin, 1 No. cock at hot & cold shower (attached):
- f) Wall mixer at toilet, 1 No. hand jet at commode side, 1 No. overhead shower, 1 No. Mirror, 1 Towel Rod, 1 soap tray will be at each toilet.

11. **PAINTING :**

Inside of the flat finished with POP, All door and M.S. work will be finished with Synthetic enamel paint.

Out side of the building finished with weather court paint.

12. **KITCHEN :**

- a) Granite top kitchen counter (Black) with Black stone shelves under counter, 3'-0" glazed tiles over the counter.  
One standard steel sink at counter, one No. sink cock over sink, one No. cock under sink.

- b) Overhead Reservoir (R.C.C.) under ground Reservoir (R.C.C.) Septic tank (Brick made) if required will as per design or architect. One pump for lifting water.  
One caretaker room and common toilet in the ground floor to be constructed.

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

**SIGNED SEALED AND DELIVERED**

By the parties in the presence of

**WITNESSES :-**

1. *Rita Shaw*  
*Advocate*  
*Sealdah court*

*SUDHINATH BASU*  
*S. Basu*  
-----  
(Signature of Land Owner)

2. *Bikky Bhatia*  
*11/10 B.R.D. Road*  
*Kol-2*

B.L. PROJECT & INFRASTRUCTURES

*[Signature]* Partner  
B.L. PROJECT & INFRASTRUCTURES  
*[Signature]*  
Partner

-----  
(Signature of the Developer)

Drafted & Prepared by me

*M. L. Shaw*  
M. L. Shaw, Advocate & Notary  
Bar Association Room no. 301,  
Sealdah Court, Kol-14.

*WB/502/1985*

MEMO OF CONSIDERATION

RECEIVED from the within named Developer, the within mentioned sum of Rs.25,00,000/- (Rupees Twenty Five Lac) only towards part payment of the non-refundable amount and entire security deposit amount in terms of the instant agreement in the manner following:

Date	Bank & Branch	Cheque No.	Amount.
09.07.2017	O.B.C Shyambazar Br.	060780.	25,00,000/-
07.08.2017	O.B.C Shyambazar Br.	060781.	8,00,000/-











## WITNESSES:

1. Ritu Shaw

Sudhishra Nath Basu












(Signature of Land Owner)

2. bcdeti bcdeti bcdeti

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					


Name SUDIINDRA NATH BASU

Signature S. Basu Sudiindra Nath Basu

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name MINTU DAS

Signature Mintu Das

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name DEBARATA CHAKRABORTY

Signature Debarata Chakraborty



ALL PROJECT & INFRASTRUCTURE

Partner

3200

PERMANENT ACCOUNT NUMBER  
AEVPD2843R

NAME  
BANDALDAS

DATE OF BIRTH  
21/07/1955

COMMISSIONER OF INCOME TAX, M.B. 11

*Bandal Das*

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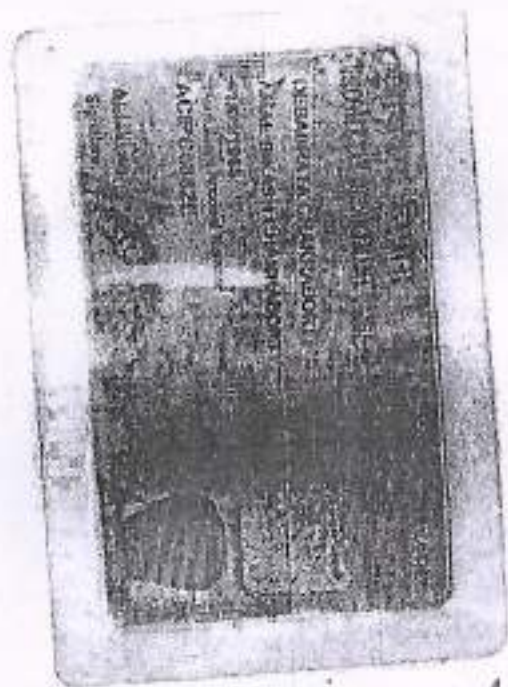
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*Abbie Lincoln*



ELECTION COMMISSION OF INDIA  
 भारत निर्वाचन आयोग

WB/22/180/432048

IDENTITY CARD  
 पहचान कार्ड



Electors Name नाम	Sex लिंग
Father/Mother Husband's Name पिता/माता/पति का नाम	Religion धर्म
Age as on 1.1.1995 1.1.1995 की उम्र	

*(Handwritten signature)*

Address  
 पता

Post  
 डाक

Facsimile Signature  
 साक्षर पंजीकरण अधिकारी का हस्ताक्षर

For 160-BELGACHIA (WEST)  
 Assembly Constituency  
 160-बेलगछिया (पश्चिम)  
 विधानसभा क्षेत्र


Place स्थान	Calcutta कोलकाता
Date दिनांक	25.08.95 22.08.95

*Wm. W. Smith*



**ELECTION COMMISSION OF INDIA**  
ভাৰতীয় নিৰ্বাচন কমিছন  
WB/2013/489709

IDENTITY CARD  
পৰিচয় পত্ৰ  
Duplicate  
প্রতিপত্র



Elector's Name: Debabrata Chakraborty  
নিৰ্বাচকৰ নাম: দেবব্ৰত চক্ৰবৰ্তী  
Father's Name: Anil Bikash Chakraborty  
পিতৃৰ নাম: অনিল বিকাশ চক্ৰবৰ্তী  
Sex: M  
Age as on 1-1-2006: 38  
১-১-২০০৬ ৰ দিনত: ৩৮

*Debabrata Chakraborty*

आयकर विभाग  
INCOMETAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



भारतीय निष्ठा प्रमाण पत्र  
Permanent Residence Certificate

DEIP55690N

नाम / Name  
SUDHINDRA NATH ROSE

पिता का नाम / Father's Name  
JATINDRA NATH ROSE

जन्म तिथि / Date of Birth  
01/01/1937



### Major Information of the Deed

Deed No.	I-1606-02523/2017	Date of Registration	07/09/2017
Query No./ Year	1606-1000274788/2017	Office where deed is registered	
Query Date	02/08/2017 3:58:32 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rita Shaw S C Court, Cal Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 9831077754, 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 : 40,00,000/-]		
Set Forth (Rs.)	Market Value		
Rs. 10,00,000/-	Rs. 41,87,256/-		
Stamp Duty Paid (SD)	Registration Fee Paid		
Rs. 7,031/- (Article:48(g))	Rs. 40,021/- (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.- Tala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Tara Shankar Sarani, Premises No. 19, Ward No: 5

Sch No	Plot Number	Khatia Number	Land Use Proposed	RQR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Basu		900 Sq Ft.	9,60,000/-	39,37,506/-	Width of Approach Road: 20 Ft.
<b>Grand Total :</b>					<b>2.0825Dec</b>	<b>9,60,000 /-</b>	<b>39,37,506 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	333.33 Sq Ft.	40,000/-	2,49,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 333.33 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>333.33 sq ft</b>	<b>40,000 /-</b>	<b>2,49,750 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Sudhindra Nath Basu</b> Son of Late Jatindra Nath Basu 19 Tara Sankar Sarani, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No.:: DEIPB5690N, Status :Individual, Executed by: Self, Date of Execution: 09/08/2017 . Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/08/2017 . Admitted by: Self, Date of Admission: 09/08/2017 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>M/s B L Project And Infrastructures</b> 73/1 Indra Biswas Road, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India. PIN - 700037 , PAN No.: AALF80210G. Status .Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Mintu Das</b> Son of Late Babu Lal Das 49b Indra Biswas Road, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AEVDP2843R Status : Representative, Representative of : M/s B L Project And Infrastructures (as partner)
2	<b>Shri Debabrata Chakraborty (Presentant)</b> Son of Late Amal Bikash Chakraborty 56/1c Anath Nath Dev Lane, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACIPC5882E Status : Representative, Representative of : M/s B L Project And Infrastructures (as partner)

**Identifier Details :**

Name & address	
Rita Shaw Daughter of M L Shaw S C Court, Cal, P.O:- Entaly, P.S:- Entaly, District:-South 24-Parganas, West Bengal, India, PIN - 700014, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Sudhindra Nath Basu, Shri Mintu Das, Shri Debabrata Chakraborty	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Sudhindra Nath Basu	M/s B L Project And Infrastructures-2.0825 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Sudhindra Nath Basu	M/s B L Project And Infrastructures-333.33000000 Sq Ft

Endorsement For Deed Number : I - 160602523 / 2017

08-2017

Certificate of Market Value (WB PLV) (rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41,87,256/-

*hrg*

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

On 09-08-2017

Presentation (Under Section 52 & Rule 22A(3) 46(1) W.B. Registration Rules, 1962)

Presented for registration at 22.20 hrs on 09-08-2017, at the Private residence by Shri Debabrata Chakraborty .

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

Execution is admitted on 09/08/2017 by Shri Sudhindra Nath Basu, Son of Late Jatindra Nath Basu, 19 Tara Sankar Sarani, P.O: Belgachia, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by Profession Retired Person

Identified by Rita Shaw, . . Daughter of M L Shaw, S C Court, Cal, P.O: Entaly, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-08-2017 by Shri Mintu Das, partner, M/s B L Project And Infrastructures (Partnership Firm), 73/1 Indra Biswas Road, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Identified by Rita Shaw, . . Daughter of M L Shaw, S C Court, Cal, P.O: Entaly, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Execution is admitted on 09-08-2017 by Shri Debabrata Chakraborty, partner, M/s B L Project And Infrastructures (Partnership Firm), 73/1 Indra Biswas Road, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Identified by Rita Shaw, . . Daughter of M L Shaw, S C Court, Cal, P.O: Entaly, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

*hrg*

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

On 08-08-2017

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 40,021/- ( B = Rs 40,000/- . E = Rs 21/- ) and Registration Fees paid by by online = Rs 40,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/08/2017 @ 4DAM with Govt. Ref. No: 192017180053985301 on 08-08-2017, Amount Rs: 40,021/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 103049485 on 08-08-2017, 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 by online = Rs 7,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/08/2017 @ 4DAM with Govt. Ref. No: 192017180053985301 on 08-08-2017, Amount Rs: 7,021/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 103049485 on 08-08-2017, Head of Account 0030-02-103-003-02

*fig*  
Satyajit Biswas  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
South 24-Parganas, West Bengal

On 11-08-2017

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 10/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 307322, Amount: Rs.10/-, Date of Purchase: 29/03/2017, Vendor name: P K Das

*fig*  
Satyajit Biswas  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
South 24-Parganas, West Bengal

On 07-09-2017

**Certificate of Admissibility (Rule 43, W.B. Registration Rules 1952)**

Admissible under rule 21 of West Bengal Registration Rule, 1952 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

*fig*  
Satyajit Biswas  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
South 24-Parganas, West Bengal