



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

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

27 FEB 2017

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 27th day of February, TWO
THOUSAND AND SEVENTEEN (2017) B E T W E E N

23 FEB 2017

- 14474

No. Rs. 5000/- Date...

Name: M/S. Ma Monosa construction

Address: 198, Banerjee para.

Vendor: Subhankar Das V-25/22, Vivekanandapark.

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol - 27

14474 = 5000X1 = 5000



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ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

Bhaskar Mozumder
Advocate
S/o. Nikhil Mozumder
Alipore Police Court
P.O. & P.S. Alipore
KOL - 27.

1. SRI TARIT BHATTACHARJEE, Son of Late Swadharma Ranjan Bhattacharjee, by Faith- Hindu, by Nationality- Indian, by Occupation- Service, **2. SRI BIDYUT BHATTACHARYYA**, Son of Late Swadharma Ranjan Bhattacharjee, by Faith- Hindu, by Nationality- Indian, by Occupation- Service, both residing at V-23/18, Vivekananda Park, P.O. Garia, P.S. Bansdrone, Kolkata-700084, hereinafter known and referred to as the **LAND OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed shall mean and include their respective heirs, executors, administrators, legal representatives nominees, and/or assigns) of the **FIRST PART**.

AND

M/S. MA MONOSA CONSTRUCTION, a Proprietorship Firm, having its office at 198 Banerjee Para, V-25/22, Vivekananda Park, Kamdahari, P.O.- Garia, P.S.- Bansdrone, Kolkata-700084, represented by its sole Proprietor namely **SRI SIMANTA SAHA**, son of Sri Badal Prasad Saha, having PAN No. CFJPS 0774 P, by Faith- Hindu, by Occupation - Business, by Nationality - Indian, residing at T/98, Kamdahari Subhash Pally, P.O. Garia, P.S.- Bansdrone, Kolkata-700084, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors-in-office, executors, administrators, legal representatives, and nominees and assigns) of the **OTHER PART**.

WHEREAS One Batakrishna Pal and Natu Behari Pal jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less an area of 08 Cottahs 13 Chittaks 00 Sq.ft. lying and situated at Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate Touzi No.14, comprised in Khatian No.111, appertaining to R.S.Dag No.255, under Police Station-Regent Park now



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Bansdroni, within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas.

AND WHEREAS the said Batakrishna Pal and Natu Behari Pal during such peaceful possession and uninterrupted enjoyment of the said property sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of land measuring more or less an area of 08 Cottahs 13 Chittaks 00 Sq.ft. lying and situated at Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate Touzi No.14, compried in Khatian No.111, appertaining to R.S.Dag No.255, under Police Station-Regent Park now Bansdroni, within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of 1.Smt. Charubala Devi, wife of Motilal Chakraborty, of 25, Suren Thakur Road, Ballygunge, Kolkata and 2. Swadharma Ranjan Bhattacharjee, by virtue of a registered Bengali Deed of Sale, duly registered in the office of S.R.Alipore and recorded in Book No.I, Volume No.102, Pages from 214 to 222, Being No.6112, for the year 1956.

AND WHEREAS since after purchase the said Smt.Charubala Devi, wife of Motilal Chakraborty, of 25, Suren Thakur Road, Ballygunge, Kolkata and Swadharma Ranjan Bhattacharjee while jointly seized and possessed of the said property they metes and bounds their property by virtue of a registered Deed of Partition, duly registered in the office of Sadar Registrar at Alipore and recorded in Book No.I, Volume No.108, Pages from 141 to 145, Being No.6400 for the year 1960 they divided the aforesaid the property by metes and bound between themselves and the said Swadharma Ranjan Bhattacharjee, therein referred to as the Second Party was allotted **ALL THAT** piece and parcel of land measuring more or less an area of 03 Cottahs 15 Chittaks 00 Sq.ft. lying and situated at Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate



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Touzi No.14, compried in Khatian No.111, appertaining to R.S.Dag No.255, under Police Station-Regent Park now Bansdroni, within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas in pursuance of the aforesaid Deed of Partition Being No.6400 for the year 1960.

AND WHEREAS Swadharma Ranjan Bhattacharjee while seized and possessed of the said property with a view to love and affection gifted, transferred and conveyed **ALL THAT** piece and parcel of land measuring more or less an area of 03 Cottahs 15 Chittaks 00 Sq.ft. lying and situated at Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate Touzi No.14, compried in Khatian No.111, appertaining to R.S.Dag No.255, under Police Station-Regent Park now Bansdroni, within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of Smt.Parul Bhattacharjee, since deceased, wife of Swadharma Ranjan Bhattacharjee by virtue of a registered Bengali Deed of Gift, duly registered in the office of A.D.S.R at Alipore and recorded in Book No.I, Volume No.347, Pages from 23 to 30, Being No.13428, for the year 1982.

AND WHEREAS since after got the said Smt.Parul Bhattacharjee, since deceased, wife of Swadharma Ranjan Bhattacharjee while seized and possessed of the said landed property died intestate on 06/10/1999 leaving behind him, two sons namely **1.SRI TARIT BHATTACHARJEE, 2.SRI.BIDYUT BHATTACHARYYA**, as his only surviving legal heirs to inherit the said landed property with the provision of the Hindu Succession Act., 1956.

AND WHEREAS the said **1.SRI TARIT BHATTACHARJEE, 2.SRI.BIDYUT BHATTACHARYYA**, being the Present Owners herein become the absolute lawful owners **ALL THAT** piece and parcel of land measuring more or less an area of 03 Cottahs 15 Chittaks 00



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Sq.ft. lying and situated at Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate Touzi No.14, comprised in Khatian No.111, appertaining to R.S.Dag No.255, under Police Station-Regent Park now Bansdroni, within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R.-I, at Alipore and accordingly the Present Owners herein duly mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No.152, Gostatala, Kolkata-700084** and they have been paying corporation taxes in their names in the records of **KMC Assessee No.31-111-09-0152-9** and the Present Owners duly constructed a brick built tile shed structure having an area more or less 300 Sq.ft. over the schedule landed property at their own costs, expenses and efforts.

AND WHEREAS after mutation of the said landed property the said **1.SRI TARIT BHATTACHARJEE, 2.SRI.BIDYUT BHATTACHARYYA**, being the Present Owners herein jointly enjoying, occupying and using of **ALL THAT** piece and parcel of land measuring more or less an area of **03 Cottahs 15 Chittaks 00 Sq.ft. ALONG WITH** tile shed structure having an area more or less 300 Sq.ft. lying and situated at **Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate Touzi No.14, comprised in Khatian No.111, appertaining to R.S.Dag No.255, being KMC Premises No.152, Gostotala, under Police Station-Regent Park now Bansdroni, vide KMC Assessee No.31-111-09-0152-9 within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R.-I, at Alipore**, morefully and particularly described in the Schedule "A" hereunder written.

AND WHEREAS with a view to develop the land, as described



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in the Schedule below and to erect multi storied building over the same in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation, the land owner herein have invited the developer to undertake the charge of such constructional and/or development works of the schedule property at its costs, expenses and efforts.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the land owner and agreed to develop the Schedule property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein have entered into this Agreement in between them on the following terms and conditions :-

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

ARTICLE : I

DEFINITION : For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

SAID PROPERTY : Shall always mean **ALL THAT** piece and parcel of land, as morefully and particularly described in the Schedule "A" hereunder written.

PROPOSED BUILDING MEANS : The proposed Straight Three storied building to be constructed upon the said property as per Sanctioned Building Plan to be sanctioned by Kolkata Municipal



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Corporation

FLAT/APARTMENT MEANS : The unit of a self contained accommodation of the said building for residential purpose having one or more rooms along with kitchen, inclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, alongwith free access and right to ingress and egress to and from the main entrance and public Road.

PLAN OR MAP SHALL MEAN : The building plan to be sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alteration as may be made by the developer from time to time as and when required and the Developer shall modified or revised plan and that at all risk and liabilities of the Developer

OWNERS MEANS : **1.SRI TARIT BHATTACHARJEE,** Son of Late Swadharma Ranjan Bhattacharjee, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, **2.SRI.BIDYUT BHATTACHARYYA,** Son of Late Swadharma Ranjan Bhattacharjee, by Faith- Hindu, by Nationality- Indian, by Occupation- Service, both residing at V-23/18, Vivekananda Park, P.O.Garia, P.S.Bansdrani, Kolkata-700084.

DEVELOPER MEANS : **M/S. MA MONOSA CONSTRUCTION,** a Proprietorship Firm, having its office at 198 Banerjee Para, V-25/22, Vivekananda Park, Kamdahari, P.O.- Garia, P.S.-Bansdrani, Kolkata-700084, represented by its sole Proprietor namely **SRI SIMANTA SAHA,** son of Sri Badal Prasad Sah, having PAN No.CFJPS 0774 P, by Faith- Hindu, by Occupation - Business, by Nationality - Indian, residing at T/98, Kamdahari Subhash Pally, P.O.Garia, P.S-Bansdrani, Kolkata-700084.



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ARCHITECT : shall mean any qualified person or persons of firm or firms of LBS appointed or nominated by the Developer as the architect of the building/buildings to be constructed upon the said property.

SPECIFICATION AND AMENITIES : materials and specification as is recommended by the Architect for the construction of the building amenities means - All fittings as described in the annexure and will be provided by the developer in those flats including the Flat/ Unit and/or constructed areas of the Land Owner hereinafter called Reserved portion.

COMMON/ SERVICE AREA SHALL MEAN

- i) Staircase on all floors.
- ii) Staircase landings on all floors.
- iii) Common passage and lobbies on the ground floor.
- iv) Water pump, water tanks, reservoir, water pipes, septic tank, all rainwater pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures .
- vi) Drainage and sewerage.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and covered and uncovered space and areas.
- ix) Roof of the floor.

OWNERS' ALLOCATION : The Owners' Allocation shall mean Three Flats on the different floors and One Car Parking Space, measuring more or less 100 Sq.ft. built-up, on the Ground Floor, out of which **SRI TARIT BHATTACHARJEE**, shall get one 2BHK Flat, measuring more or less 800 sq.ft. super built-up area, on the Ground Floor, in the



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North-East-West side, and one 3BHK Flat, measuring more or less 1100 sq.ft. super built-up area, on the First Floor, in the North-East-West side and One Car Parking Space, measuring more or less 100 Sq.ft., on the Ground Floor and **SRI.BIDYUT BHATTACHARYYA**, shall get one 2BHK Flat, measuring more or less 700 sq.ft. super built-up area, on the Second(Top) Floor, in the South-East side, of the proposed Straight Three Storied building, as per sanction plan, to be sanction by the Kolkata Municipal Corporation.

The Developer shall also pay a sum of Rs.50,000/- (Rupees Fifty Thousand) Only Non-adjustable or forfeited amount in favour of Owner namely **SRI TARIT BHATTACHARJEE**, at the time of execution of this Agreement.

TAX LIABILITY : the Owners shall not be liable to pay any tax or take liability in respect of selling flats under developer allocation.

INSPECTION OF THE CONSTRUCTION : the Owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the Owners, the same shall be replaced by the standard good quality by the developer, failing which the Owners shall take legal steps against the developer..

DELIVERY OF THE XEROX COPY : the developer shall deliver Xerox copy of the Registered Sale Deed in respect of the developer's allocated flats to the Owner at time of registration of the said deeds.

RESERVED PORTION SHALL MEAN : Owners' allocation.

DEVELOPER'S ALLOCATION : The Developer Allocation shall mean remaining Flat/s on each and every Floors, of the Proposed Straight Three storied building, as per sanction Building Plan to be



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sanctioned by the Kolkata Municipal Corporation out side the Owners' Allocation, as morefully and particularly described in the Schedule "C" hereunder written.

INTENDING BUYERS SHALL MEAN : all or any person/ persons, firms, organisations who are interested to purchase any flat/flats, and any other spaces of the said building particularly from the developer's allocation.

UNAVOIDABLE CIRCUMTANCES SHALL MEAN : Unatural calamities earthquake, civil disorder, by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

AREA OF FLAT MEANS : the built-up area of a flat and also as per measurement of approved plan..

ARTICLE : II

DEVELOPER'S OBLIGATION :

That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building or by mortgaging his/their flat together with undivided proportionate share of land in question for development provided the developer fulfill the following obligations towards the land Owners.

- a. That the developer will construct the proposed building upon the said property strictly as per the building plan to be sanctioned by the Kolkata Municipal Corporation.



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- b. That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect.
- c. That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.
- d. That the entire cost and expenses for the construction of the building will be borne by the Developer and the developer shall have no claim or demand in any part of the said expenses from the land Owner.
- e. That after giving lawful physical possession of the flats under the owner's allocation in favour of the land owner the developer shall have the right to sell the other flats of the proposed building in the favour of the buyer or buyers having the right to fix-up consideration value for the same in favour of such buyers and to enter into agreement for sale with such buyers, to receive part price or full consideration money from such buyers under the terms and conditions as the developer shall think fit and proper and on receipt of the full payment for the concerned flat/flats from the purchaser/purchasers, the developer shall execute deed of sale in favour of the purchaser transferring the flat/flats in his favour and in such deed the Developer shall join as a confirming Party.
- f. That the Developer shall construct the building as per sanction of the building plan by the Kolkata Municipal Corporation authority and shall complete the same in terms of the said sanctioned building plan and hand over lawful physical possession of the Owner's allocation in favour of the land owner within the period of **24 months** from the date of



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obtaining the sanctioned building plan from the Kolkata Municipal Corporation. It is to be noted herein that the time as mentioned in this paragraph shall be the essence of this contract.

- g. That the developer shall have no right or shall not be entitled to sale transfer and/or otherwise encumbered the flats under the owners' allocation in any manner whatsoever.
- h. That the developer shall act as an independent contractor in construction the building and undertake to keep the land Owners indemnified from time to time, all 3rd parties claims and actions arising out of any act of commission or accident such as loss of life of labours, mistries and allied natures of things of relating to the construction of the building.
- i. That developer shall be responsible to fulfil all the abovementioned obligations towards the land owner, failing which the land owner shall have every option to claim and/ or cancel, rescind the present agreement.
- j. That the Developer if and when the circumstances demand shall install separate electric meter in the name of the owner at the proposed building for the flats under the developers allocation. The meter installation charges and security deposit if any for the same will be borne by the Developer.
- k. That the owner shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- l. That the Developer may fails to deliver the possession of the owner's allocation within the stipulated period of **24 months** from the date of obtaining the sanctioned building plan from



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the Kolkata Municipal Corporation and etc., subject to the unavoidable circumstances (like eath quake, natural calmaties, serious political calamaties).

- m. That the Owner with the execution of the said Development Agreement the Land Owner agree to execute a Registered General Power of Attorney or Development Power of Attorney immediately or within 15 days from the date of execution of this Agreement, appointing the Developer as his lawful Constituted Attorney empowering and entrusting him upon all the rights, liberties and authorities in respect of the Schedule property (together with the right of selling of the flats of the proposed construction except Owner's allocation) so that the Developer shall carry on the proposed Development and/or constructional work of the Schedule property peacefully and smoothly.
- n. That after demolition of the old structure all materials and debris shall be born by the Developer in his lawful custody.
- o. That after execution of this Agreement within next 30 days owner shall bound to handing over the vacant physical lawful khas possession of the said property in favour of the Developer herein without any delay or default.
- q. That the developer shall pay sum of Rs.5,000/- to 6,000/- per month to the owners herein towards monthly rent for their alternative residential accomodations from the date of handing over physical possession of the schedule property in favour of the developer for the purpose of constructional work till hand over lawful physical possession of the Owners' Allocation infavour of the Owners and developer also bear the shifting



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ARTICLE : III

RIGHT AND PRIVILEGES OF THE DEVELOPER :

- a. *That save and except those portion which shall be kept reserved for the land Owners, the developer shall be entitled to sell and/or transfer rest of the flats of the said building to any intending buyer/ buyers in such a price and in such terms and conditions as determined by the developer.*
- b. *That the developer shall be entitled to receive the entire consideration money in respect of the developer allocation from the intending buyers against issuing proper receipt thereof.*
- c. *That the Land Owners shall have no right and/or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the landowners shall not be entitled to claim the profit of the said venture or part thereof, on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owner's Allocation.*
- d. *That the developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the developer may think fit and proper.*
- e. *That the developer shall be entitled to execute all or any sort of Agreement with any intending flat/s buyer/buyers and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flat/space of*



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the building under the developer's allocation only, after handing over the possession of the owner to their and further shall be entitled to be present before the Registration office or offices for the registration of all those Deeds of documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land owner and for that purpose the land owner will execute a General Power of Attorney/ Development Power of Attorney in favour of the developer to do all such acts deeds and things required for the proposed construction and registration of the Deed of Transfer against Flat/Unit/ Constructed area together with impartible proportionate share of the entire land under Schedule "A" property in favour of the flat buyers and land owner will ratify in favour of the flat buyers and the land owner will rectify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers.

- f. That during the period of construction of the proposed building the developer shall be in absolute possession of the said property and the land owner shall not be entitled to disturb the possession of the developer in any manner whatsoever.
- g. In order to carryout development work unhindered at the subject site, The present occupant Tarit Bhattacharjee & his family will be provided with an alternative free of cost accommodation by the developer and shall continue to stay there till the handed over the Owner,s Allocation.

Also transportation charges to be borne by the developer for carrying house hold goods.



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ARTICLE : IV

LAND OWNER OBLIGATION AND PRIVILEGES :

- a. *That the land Owners do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time they have nor received any notice and notices to the effect that they said land is affected by any scheme of the Government of West Bengal or of the or Kolkata Municipal Corporation and/or any other statytory boby at the time of signing of this Agreement so, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the developer herein has entered into this Agreement.*
- b. *That the landowner shall at the time of execution of this presents deliver all the original documents regarding the title of the land and others papers an documents against proper receipts/certified copies from the developer.*
- c. *That the land Owners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But shall have absolute right & authorities to inspect the main structural part of the building as well as the construction of Owner's portion for time to time and also get it checked by any Engineer or Specialised person and any defect or deviation would be removed by the second party/developer.*
- d. *That the land owner shall not be required to share or pay any*



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portion of costs for construction of the proposed building including the cost of construction of the land owner's allocation which will be solely borne by the developer.

- e. That in the event, if a co-operative society and/or Association be formed, the Landowner shall become the member of the said society and/or Associations the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- f. The land Owners shall have the right to sell, transfer, the flats under his allocation to any third party to his own discretion and with the possession of land owner's allocation rendered the developer shall execute a proper possession letter. The developer shall have no interference in any manner whatsoever.
- e. That if the Owners shall get above portion of said owners' allocation to that effect Owners will be adjusted the said above portion of the owners' allocation as per present market price from the Developer herein and accordingly vice-versa.

ARTICLE : V

CANCELLATION AND ARBITRATION :

- a. All communication in the form of letter, notice, correspondence form/to either of the parties will be made to the address given herein in this Agreement and will be communicated by postal services or personal peon services and letter, notice, served upon either of the parties by other.
- b. The Court within District South 24 Parganas shall have the jurisdiction to entertain and try in accordance with the law, suits and proceedings arising out of this agreement.
- c. Both the parties do hereby undertake to co-operate with each



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other in all respect to materialise the said development project within the stipulated time of **24 months** from the date of obtaining the sanctioned building plan from the Kolkata Municipal Corporation.

:-: THE SCHEDULE "A" ABOVE REFERRED TO :-:

(Description of the Land)

ALL THAT piece and parcel of land measuring more or less an area of **03 Cottahs 15 Chittaks 00 Sq.ft.** **ALONG WITH** tile shed structure having an area more or less 300 Sq.ft. lying and situated at **Mouza- Kamdahari, J.L. No.49, R.S.No.200, District Collectorate Touzi No.14, compried in Khatian No.111, appertaining to R.S.Dag No.255, being KMC Premises No.152, Gostotala, under Police Station-Regent Park now Bansdroni, vide KMC Assessee No.31-111-09-0152-9, within the limits of Ward No.111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R.-I, at Alipore,** and the same is butted and bounded in the manner follows :-

ON THE NORTH : 12'ft. wide KMC Road.
ON THE SOUTH : Land of Batakrishna Pal.
ON THE EAST : Land of Charubala Devi.
ON THE WEST : Land under Dag No.259.

:-: THE SCHEDULE "B" ABOVE REFERRED TO :-:

(Owner's Allocation and Consideration)

The Owners' Allocation shall mean Three Flats on the differeents floor and One Car Parking Space, measuring more or less 100 Sq.ft., ^{built up area,} on the Ground Floor, out of which **SRI TARIT BHATTACHARJEE,** shall get one 2BHK Flat, measuring more or less 700 sq.ft. super built-up area, on the Ground Floor, in the North-East-West side, and one 3BHK Flat, measuring more or less 1100 sq.ft. super

Bidyut Bhattacharya
Sumantra Saha

Jayit Bhattacharya



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built-up area, on the First Floor, in the North-East-West side and One Car Parking Space, measuring more or less 100 Sq.ft. built-up, on the Ground Floor and **SRI.BIDYUT BHATTACHARYYA**, shall get one 2BHK Flat, measuring more or less 700 sq.ft. super built-up area, on the Second(Top) Floor, in the South-East side, of the proposed Straight Three Storied building, as per sanction plan, to be sanction by the Kolkata Municipal Corporation.

The Developer shall also pay a sum of Rs.50,000/- (Fifty Thousand Only) Only Non-adjustable or forfeited amount in favour of Owner namely **SRI TARIT BHATTACHARYA**, at the time of execution of this Agreement.

-: THE SCHEDULE "C" ABOVE REFERRED TO :-

(Developer Allocation)

The Developer Allocation shall mean remaining Flat/s and space/s on each and every Floors, of the Proposed Straight Three storied building, as per sanction Building Plan to be sanctioned by the Kolkata Municipal Corporation out side the Owners' Allocation.

-: THE SCHEDULE "D" ABOVE REFERRED TO :-

(Details of Specification of the Proposed Building)

- 1. GENERAL :** The proposal is creation of Straigh Three storied R.C.C. framed residential building.
- 2. FOUNDATION :** R.C.C. box foundation, coloumns, beams, slab as designed by the structurass Engineer per plan.
- 3. BRICK WORK :** All External and internal Brick work of the building will be of average 8" and 3" thick will sand cement motar
- 4. PLASTER :** All walls shall be plastery with 1:6 cement sand mortar. Ceiling with 1:4 cement and sand mortar.
- 5. FLOORING :** Bed Rooms, Drawing room, Dining Room, and Balconies with marble/victrified tiles (2'-6"x 2') (3'-6"x 2') flooring and skirting upto 6" heigh.



[Handwritten signature in blue ink]

Signature.....

27 FEB 2017

**ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.**

6. TOILET : Marble flooring and glazed tile on walls upto door height (6 ft.) with loft.

7. KITCHEN : White or pink marble flooring and glazed tiles above kitchen, counter top upto lintel height. Cooking platform one black stone, one 21" stainless steel sink.

8. DOOR : Main Entrance Door.

i) Panelled door of Gammer wood with sal frame with fully polished.

ii) Tower bolt from in side, door handle on out sides. One eyehole, one door stopper, one buffer.

Others Doors :- i) All shutters will be made of commercial ply flush door with sal frame.

ii) One aluminium tower bolt from inside with door knobs/ handle, door stopper, buffer as per requirement.

9. WINDOWS : All windows will be of aluminium channel sliding with full glass, windows will comprise of M.S.Grille.

10. WATER SUPPLY : One overhead reservoir will be provided on the Top of the roof as per design. One underground reservoir of brick work provided with adequate capacity as per plan to deliver water to overhead tank.

Suitable electrical pump with motor will be installed at the Ground Floor to deliver water to overhead reservoir.

11. SANITARY AND PLUMBING :

a) Kitchen Two Steel Bibcock.

b) Dining- One white basin with one steel Bibcock.

c) In the Toilet One white Commode, two bibcocks one shower, one Greasier point, in the W.C. One white commode with two bibcock.

12. STAIRCASE : Staircase railing with mild steel grille, Walls finished by plaster of paris.

13. ROOF : i) Over the R.C.C. roof flooring and net cement finish.
ii) 3'ft. height parapet wall 5" thickness of Brick work.

14. ELECTRICAL WIRING : i) Concealed wiring in the Entire



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ADDL. DIST. SUB-REGISTRAR
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Apartment.

ii) 2 light, 1 fan and 1 plug point (5 Amp.) at Bed rooms, 1 AC point in every bed room.

iii) 2 light, 2 fan, 1 plug (5Amp.) and 2 no. 15 Amp. plug point, 1 Exhaust Fan point in dining cum Kitchen room.

iv) 1 Light and 1 fan point in the Toilet and 1 Plug Point (15 Amp.)

v) 1 Light Point in the Balcony.

vi) 1 Calling bell point at the Entrance door of each flat.

15. EXTERNAL WALLS : External walls of building shall be painted.

16. COMPOUND : Compound will be paved wherever required by I.P.S. finish with net cement.

Boundary walls 125 mm thickness & 4' feet in height to be created along the boundary line except the openings provided with gates.

17. COMMON FACILITIES : The building will have overhead tank, pump, semi-underground water reservoir of required capacity. Common staircase, roof with light point sewerage septic tank etc.

18. EXTRA WORK & CHANGES : No external or internal changes is actually allowed.

Internal changes and extra work may be allowed Only once with price approval and payment in Advance, Change of internal plan to be approved by the Developer on the advice of the Engineer.

Note : Decorative finish/fittings/fixtures may be provided at extra cost and advance payment.



Signature.....

27 FEB 2017

**ADDL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.**

: 22 :

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED AND DELIVERED AT KOLKATA

in the presence of:

WITNESSES:

1. Shishendu Datta
Alipore police court
Kol-27

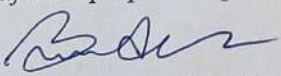
Savit Bhattacharjee
PAN-BSNPB 2754E
Bidyut Bhattacharyya
PAN-ACNPB 0726B.

2. Debarish Bose
E-48, Kalachand para
Kamdhari, Garia
Kol-84

**SIGNATURE OF THE LAND OWNERS/
FIRST PARTY**

MA MONOSA CONSTRUCTION
Simanta Saha
Proprietor

Drafted & prepared by me :


BHASKAR MOZUMDER
Advocate

Alipore Police Court 1/6/2018
Kolkata - 700027.

**SIGNATURE OF THE DEVELOPER/
SECOND PARTY**



Signature.....

27 FEB 2017

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

MEMO OF CONSIDERATION

RECEIVED Sum of Rs. 50,000/- (Rupees Fifty Thousand) only by **1. SRI TARIT BHATTACHARJEE, 2. SRI BIDYUT BHATTACHARYA**, from **M/S. MA MONOSA CONSTRUCTION**, a Proprietorship Firm, represented by its sole Proprietor namely **SRI SIMANTA SAHA**, son of Sri Badal Prasad Saha in terms of this agreement in presence of the following witnesses and in the following manners :-

:-: MEMO :-:

	<u>Amount</u>
	<u>(Rs.)</u>
i) By way Cash	40,000/-
ii) By way cheque vide No.505180, dated 29/06/16,	10,000/-
drawn of Indian Bank, Garia Branch.	

TOTAL Rs 50,000/-

(Rupees Fifty Thousand) only.

WITNESSES:

1. Shishendu Datta

2. Debashish Sore

Tarit Bhattacharjee

Bidyut Bhattacharya











**SIGNATURE OF THE LAND OWNERS/
FIRST PARTY**



Signature.....

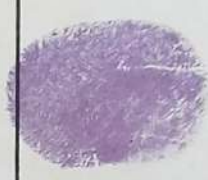




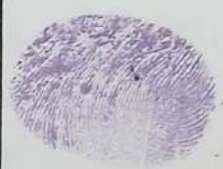




27 FEB 2017

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

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











Name

Signature Jarid Bhattacharya

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

Name

Signature Bidyut Bhattacharya

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

Name SIMANTA SAHA

Signature Simanta Saha



Signature.....

27 FEB 2017

**ADDL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.**

Major Information of the Deed

Deed No :	I-1605-01004/2017	Date of Registration	27/02/2017
Query No / Year	1605-0000241416/2017	Office where deed is registered	
Query Date	23/02/2017 3:22:10 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bhaskar Mozumder Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9903936068, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 32,39,997/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,050/- (Article:48(g))	Rs. 560/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



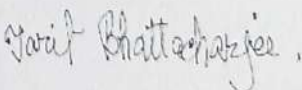
District: South 24-Parganas, P.S:- Bansdronei, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gostatala, Premises No. 152, Ward No: 111



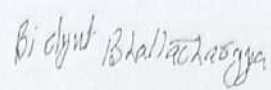
Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	3 Katha 15 Chatak	1/-	31,49,997/-	Width of Approach Road: 12 Ft.,
Grand Total :				6.4969Dec	1 /-	31,49,997 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	90,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerprint	Signature
	Shri Tarit Bhattacharjee Son of Late Swadharma Ranjan Bhattacharjee Executed by: Self, Date of Execution: 27/02/2017 , Admitted by: Self, Date of Admission: 27/02/2017 ,Place : Office			
		27/02/2017	LTI 27/02/2017	27/02/2017
V-23/18, Vivekananda Park,, P.O:- Garia, P.S:- Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PA No.:BSNPB2754EStatus :Individual				




Name	Photo	Fingerprint	Signature
Shri Bidyut Bhattacharyya Son of Late Swadharma Ranjan Bhattacharjee Executed by: Self, Date of Execution: 27/02/2017 , Admitted by: Self, Date of Admission: 27/02/2017 ,Place : Office			
27/02/2017	LTI 27/02/2017	27/02/2017	

V-23/18, Vivekananda Park,, P.O:- Garia, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:ACNPB0726BStatus :Individual


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M/S MA MONOSA CONSTRUCTION 198 Banerjee Para V-25/22, Vivekananda Park,, P.O:- Garia, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700084 PAN No.:CFJPS0774PStatus :Organization

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Shri Simanta Saha Son of Shri Badal Prasad Saha Date of Execution - 27/02/2017, , Admitted by: Self, Date of Admission: 27/02/2017, Place of Admission of Execution: Office				
Feb 27 2017 12:18PM		LTI 27/02/2017	27/02/2017	
T/98, Kamdahari, Subhash Pally, P.O:- Garia, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:CFJPS0774P Status : Representative, Representative of : M/S MA MONOSA CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name & address
Mr BHASKAR MOZUMDER Son of Mr Nikhil Majumder Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Tarit Bhattacharjee, Shri Bidyut Bhattacharyya, Shri Simanta Saha

27/02/2017

Transfer of property for L1		
	From	To. with area (Name-Area)
1	Shri Tarit Bhattacharjee	M/S MA MONOSA CONSTRUCTION-3.24844 Dec
2	Shri Bidyut Bhattacharyya	M/S MA MONOSA CONSTRUCTION-3.24844 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Tarit Bhattacharjee	M/S MA MONOSA CONSTRUCTION-150 Sq Ft
2	Shri Bidyut Bhattacharyya	M/S MA MONOSA CONSTRUCTION-150 Sq Ft

Endorsement For Deed Number : I - 160501004 / 2017

On 27-02-2017

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:05 hrs on 27-02-2017, at the Office of the A.D.S.R. ALIPORE by Shri Simanta Saha ,

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 32,39,997/-

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

Execution is admitted on 27/02/2017 by 1. Shri Tarit Bhattacharjee, Son of Late Swadharma Ranjan Bhattacharjee, V-23/18, Vivekananda Park,, P.O: Garia, Thana: Bansdronei, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service, 2. Shri Bidyut Bhattacharyya, Son of Late Swadharma Ranjan Bhattacharjee, V-23/18, Vivekananda Park,, P.O: Garia, Thana: Bansdronei, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service

Indetified by Mr BHASKAR MOZUMDER, , , Son of Mr Nikhil Majumder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 27-02-2017 by Shri Simanta Saha, PROPRIETOR, M/S MA MONOSA CONSTRUCTION, 198 Banerjee Para V-25/22, Vivekananda Park,, P.O:- Garia, P.S:- Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr BHASKAR MOZUMDER, , , Son of Mr Nikhil Majumder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 560/- (B = Rs 539/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 560/-

Amount of Stamp Duty
that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 2,050/-, by
Stamp Rs 5,000/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 14474, Amount: Rs.5,000/-, Date of Purchase: 24/02/2017, Vendor name: S Das
Description of Draft
1. Draft(8554) No: 000404925318, Date: 24/02/2017, Amount: Rs.2,000/-, Bank: STATE BANK OF INDIA (SBI),
NAKTALA
2. Draft(8554) No: 000404925310, Date: 23/02/2017, Amount: Rs.50/-, Bank: STATE BANK OF INDIA (SBI), NAKTALA



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2017, Page from 28557 to 28589
being No 160501004 for the year 2017.



Digitally signed by AMITAVA CHANDA
Date: 2017.03.02 16:10:23 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 02-03-2017 16:10:22
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)