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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 584844

16/08/18  
 Ce - 1/230 995

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

*[Handwritten Signature]*

Additional District Sub-Registrar  
 Rajshahi, New Town, North 24 Parganas

16 AUG 2018

THIS DEED OF DEVELOPMENT AGREEMENT

Made this the 16th day of August, 2018

[Two Thousand Eighteen]

BETWEEN

*[Handwritten mark]*

SI No. 84807

Name: \_\_\_\_\_

Address: SUPROTIM SAMA  
ADVOCATE  
JUDGES COURT KARAKAT

Rs. 100/-

Kolkata Collectorate,  
11, Netaji Subhas Rd.,  
Kolkata-1

Amal K. Saha  
Licensed Stamp  
Vendor

Date: \_\_\_\_\_

1 AUG 2018

GRN: \_\_\_\_\_  
GRN Date: 19-2-\_\_\_\_\_  
BRN: \_\_\_\_\_  
DE: \_\_\_\_\_



Additional District Sub-Registrar  
Rajarat, New Town, North 24 Parganas

16 AUG 2018

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

GRN: 19-201819-027551911-1

Payment Mode Online Payment

GRN Date: 16/08/2018 10:43:39

Bank : State Bank of India

BRN : IK00SJGCB6

BRN Date: 16/08/2018 10:46:04

DEPOSITOR'S DETAILS

Id No. : 15231000230995/4/2018

[Query No./Query Year]

Name : SUPROTIM SAHA

Contact No. :

Mobile No. : +91 9830124656

E-mail : suprotim62@gmail.com

Address : BA122B D B NAGAR KOLKATA 700059

Applicant Name : Mr SUPROTIM SAHA

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15231000230995/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	19921
2	15231000230995/4/2018	Property Registration- Registration Fees	0030-03-104-001-15	6021

Total

25942

In Words : Rupees Twenty Five Thousand Nine Hundred Forty Two only

[1] **SRI ANIMESH CHOWDHURY [PAN ACOPC0456G]**, by occupation - Business, [2] **SRI ARINDAM CHOWDHURY [PAN ACYPC1954D]**, by occupation - Service, both are sons of Late Saroj Kanti Chowdhury, [3] **SRI ASHIM CHOWDHURY [PAN AEUPC4051R]**, son of Late Kanoj Kanti Chowdhury, by occupation - Business, [4] **SRI MANOJ KANTI CHOWDHURY [PAN BHYP C7276A]**, son of Late Nani Mohon Chowdhury, by occupation - Business and [5] **SRIMATI PADMA CHOWDHURY [PAN BHYP C7275D]**, daughter of Late Dharendra Prasad Saha and wife of Sri Manoj Kanti Chowdhury, by occupation - Housewife, all by faith - Hindu, by nationality - Indian, residing at DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, West Bengal, hereinafter referred to as the **LANDOWNERS** [which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns] of the **ONE PART**.

**AND**

**M/S. THE JMT CONSTRUCTION [PAN AAJFT2227M]**, a Partnership Firm, governed by the Indian Partnership Act, 1932 as amended up-to-date, having its Office at Aruna Abasan - II, Arunachal Hatiara, Post Office - Hatiara, under Police Station - New Town, District North 24-Parganas, PIN - 700 157, West Bengal, represented by its Partners namely [1] **SRI DEBENDRA NATH DUTTA [PAN AHJPD2014K]**, son of Late Dukhi Ram Dutta, residing at Hatiara Sarada Pally, Post Office - Hatiara, under Police Station - New Town, District North 24-Parganas, PIN - 700 157, West Bengal and [2] **SRI AJAY GHOSH [PAN ANHPG0136D]**, son of Sri Laxmi Narayan Ghosh, residing at DC-104, Narayantala [West], under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, both by faith - Hindu, by occupation - Business, by nationality - Indian, hereinafter referred to and called as the **DEVELOPER** [which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include its successors-in-office and assigns] of the **OTHER PART**.

**WHEREAS:**

- A. That, by a **Saf Bikray Kobala** dated the **8th** day of **July, 1968** one **SRI NIRMAL KUMAR PODDAR**, son of Sri Binode Behari Poddar, therein referred to and called as the **Vendor**, due to his urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece or parcel of a plot of land measuring about 1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot be the same a little more or less **TOGETHER WITH** a structure standing thereupon under Mouza -

RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027, comprised in C. S. Dag No. 702 and 702/734 appertaining to C. S. Khatian No. 208 corresponding to R. S. Khatian No. 320, under Police Station - Rajarhat, District 24-Parganas, unto and in favour of [1] **SRI SAROJ KANTI CHOWDHURY**, [2] **SRI KANOJ KANTI CHOWDHURY** and [3] **SRI MANOJ KANTI CHOWDHURY**, all are sons of Late Nani Mohan Chowdhury, jointly referred to and called as the **Purchasers** therein, which was duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded into **Book No. I, Volume No. 81, Pages 215 to 219, Being No. 5873 for the year 1968** against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession absolutely and forever;

- B. That, while thus said [1] **SRI SAROJ KANTI CHOWDHURY**, [2] **SRI KANOJ KANTI CHOWDHURY** and [3] **SRI MANOJ KANTI CHOWDHURY**, all are sons of Late Nani Mohan Chowdhury jointly seized and possessed of or otherwise well and sufficiently entitled to the aforesaid property, said **KANOJ KANTI CHOWDHURY** died intestate on **7th day of August, 1996**, leaving behind him, his legally married wife namely **SRIMATI BHARATI CHOWDHURY**, only married daughter namely **SRIMATI KARABI SAHA [CHOWDHURY]**, wife of Sri Swapan Kumar Saha and only son namely **SRI ASHIM CHOWDHURY**, as the only legal heir, heiresses, successors, representatives towards the estate of deceased **KANOJ KANTI CHOWDHURY** by virtue of Law of Inheritance as per Hindu Succession Act, 1956, as amended up-to-date;
- C. That, thereafter said **SAROJ KANTI CHOWDHURY** died intestate on **7th day of June, 1998**, leaving behind him, his legally married wife namely **SRIMATI INDRANI CHOWDHURY**, only married daughter namely **SRIMATI ADITI SAHA [CHOWDHURY]**, wife of Sri Jadu Gopal Saha and **2 [two] sons** namely [1] **SRI ANIMESH CHOWDHURY** and [2] **SRI ARINDAM CHOWDHURY**, as the only legal heir, heiresses, successors, representatives towards the estate of deceased **SAROJ KANTI CHOWDHURY** by virtue of Law of Inheritance as per Hindu Succession Act, 1956, as amended up-to-date;
- D. Thereafter after the demise of **KANOJ KANTI CHOWDHURY** and **SAROJ KANTI CHOWDHURY** said [1] **SRIMATI BHARATI CHOWDHURY**, [2] **SRIMATI KARABI SAHA [CHOWDHURY]**, [3] **SRI ASHIM CHOWDHURY**, [4] **SRIMATI INDRANI CHOWDHURY**, [5] **SRIMATI ADITI SAHA [CHOWDHURY]**, [6] **SRI ANIMESH CHOWDHURY**, [7] **SRI ARINDAM CHOWDHURY** and [8] **SRI MANOJ KANTI CHOWDHURY**, mutated their names with the records of the Office or Offices of the local authority or

authorities and are paying Municipal taxes and Government rents up-to-date against their names as absolute joint owners and occupiers thereof and thus enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to gift and transfer the same to others;

- E. That, after the demise of **KANOJ KANTI CHOWDHURY**, by virtue of law of inheritance, [1] **SRIMATI BHARATI CHOWDHURY**, [2] **SRIMATI KARABI SAHA [CHOWDHURY]** and [3] **SRI ASHIM CHOWDHURY**, became the absolute joint owners of **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702 and 702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/22**, having **Municipal Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "A"**;
- F. That, after the demise of **SAROJ KANTI CHOWDHURY**, by virtue of law of inheritance, [1] **SRIMATI INDRANI CHOWDHURY**, [2] **SRIMATI ADITI SAHA [CHOWDHURY]**, [3] **SRI ANIMESH CHOWDHURY** and [4] **SRI ARINDAM CHOWDHURY**, became the absolute joint owners of **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702 and 702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No.**

320, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/22**, having **Municipal Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "A"**;

- G. That, by a **Saf Bikray Kobala** dated the **2nd** day of **February, 1970**, [1] **SRI PANCHU GOPAL GHOSH**, son of Late Nitai Charan Ghosh, [2] **SRIMATI PHOOL MANI GHOSH**, wife of Late Nitai Charan Ghosh and [3] **SRIMATI KALIDASI GHOSH**, wife of Late Ganesh Chandra Ghosh, thereafter jointly referred to and called as the Vendors, due to their urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece or parcel of a plot of land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702** and **702/734** appertaining to C. S. Khatian No. 208 corresponding to **R. S. Khatian No. 320**, under Police Station - Rajarhat, District 24-Parganas, unto and in favour of [1] **SRIMATI INDRANI CHOWDHURY**, wife of Sri Saroj Kanti Chowdhury, [2] **SRIMATI BHARATI CHOWDHURY**, wife of Sri Kanoj Kanti Chowdhury and [3] **SRIMATI PADMA CHOWDHURY**, wife of Sri Manoj Kanti Chowdhury, thereafter jointly referred to and called as the Purchasers, which was duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded into **Book No. I, Volume No. 19, Pages 31 to 35, Being No. 630** for the year 1970 against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession absolutely and forever;
- H. That, by a **Saf Bikray Kobala** dated the **13th** day of **March, 1981**, one **SRI RABINDRA KUMAR CHAKRABORTY**, son of Late Amulya Kumar Chakraborty, thereafter referred to and called as the Vendor, due to his urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece or parcel of a plot of land measuring about **2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 687** corresponding to **R. S. Dag No. 746** appertaining to C. S. Khatian No. 113

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corresponding to **R. S. Khatian No. 483**, under Police Station - Rajarhat, District 24-Parganas, unto and in favour of said [1] **SRIMATI INDRANI CHOWDHURY**, wife of Sri Saroj Kanti Chowdhury, [2] **SRIMATI BHARATI CHOWDHURY**, wife of Sri Kanoj Kanti Chowdhury and [3] **SRIMATI PADMA CHOWDHURY**, wife of Sri Manoj Kanti Chowdhury, thereafter jointly referred to and called as the Purchasers, which was duly registered with the Office of the Additional District Registrar at Barasat, 24 Parganas [North] and recorded into **Book No. 1, Volume No. 18, Pages 263 to 267, Being No. 981 for the year 1981** against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession absolutely and forever;

- I. That, by virtue of aforesaid Saf Bikray Kobala, said [1] **SRIMATI INDRANI CHOWDHURY**, wife of Sri Saroj Kanti Chowdhury, [2] **SRIMATI BHARATI CHOWDHURY**, wife of Sri Kanoj Kanti Chowdhury and [3] **SRIMATI PADMA CHOWDHURY**, wife of Sri Manoj Kanti Chowdhury, mutated their names in the records of the Office or Offices of the local authority or authorities and are paying Municipal taxes and Government rents up-to-date against their names as absolute joint owners and occupiers thereof and thus enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to gift and transfer the same to others;
- J. That, said **SRIMATI BHARATI CHOWDHURY**, wife of Late Kanoj Kanti Chowdhury became the sole and absolute owner of:
  - a. **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702** and **702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-

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Parganas, PIN - 700 059, , referred to and called as **Scheme Plot No. "B"**;

- b. **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 11 [eleven] Chittacks 1 [one] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 687** corresponding to **R. S. Dag No. 746** appertaining to **C. S. Khatian No. 113** corresponding to **R. S. Khatian No. 483**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "C"**;

K. That, said **SRIMATI INDRANI CHOWDHURY**, wife of Late Saroj Kanti Chowdhury became the sole and absolute owner of:

- a. **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702** and **702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new]; District North 24-

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Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "B"**;

- b. **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 11 [eleven] Chittacks 1 [one] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **2 [two] Cottahs 1 [one] Chittacks 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 687** corresponding to **R. S. Dag No. 746** appertaining to **C. S. Khatian No. 113** corresponding to **R. S. Khatian No. 483**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "C"**;
- L. That, out of love and affection by a **Deed of Gift** dated the **25th day of June, 2015** said **[1] SRIMATI BHARATI CHOWDHURY**, wife of Late Kanoj Kanti Chowdhury and **[2] SRIMATI KARABI SAHA [CHOWDHURY]**, wife of Sri Swapan Kumar Saha and daughter of Late Kanoj Kanti Chowdhury, jointly gifted, granted and transferred **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 5 [five] Chittacks 15 [fifteen] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **67 [sixty seven] Square Feet** be the same a little more or less; which is the **undivided un-demarcated 2/9th share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702** and **702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/22**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under

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Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "A"** said **SRIMATI BHARATI CHOWDHURY**, wife of Late Kanoj Kanti Chowdhury had gifted **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the **undivided un-demarcated 1/3rd share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702 and 702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "B"** and said **SRIMATI BHARATI CHOWDHURY**, wife of Late Kanoj Kanti Chowdhury had also gifted **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 11 [eleven] Chittacks 1 [one] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the **undivided un-demarcated 1/3rd share** of total land measuring about **2 [two] Cottahs 1 [one] Chittacks 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 687** corresponding to **R. S. Dag No. 746** appertaining to **C. S. Khatian No. 113** corresponding to **R. S. Khatian No. 483**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "C"**, in favour of said **SRI ASHIM CHOWDHURY**, son of Late Kanoj Kanti Chowdhury, the **Landowner No. 3** herein which was duly registered with the Office of the Additional District Sub-Registrar at

Rajarhat and recorded into Book No. 1, Volume No. 1523-2015, Pages from 32492 to 32515, **Being No. 152307065** for the year **2015** and thus handed over vacant and peaceful possession of their undivided undemarcated share of aforesaid properties absolutely and forever;

- M. That, out of love and affection by another **Deed of Gift** dated the **25th** day of **June, 2015** said **[1] SRIMATI INDRANI CHOWDHURY**, wife of Late Saroj Kanti Chowdhury and **[2] SRIMATI ADITI SAHA [CHOWDHURY]**, wife of Sri Jadu Gopal Saha and daughter of Late Saroj Kanti Chowdhury, jointly gifted, granted and transferred **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 4 [four] Chittacks 0 [zero] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **50 [fifty] Square Feet** be the same a little more or less, which is the **undivided un-demarcated 2/12th share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702 and 702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/22**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "A"** said **SRIMATI INDRANI CHOWDHURY**, wife of Late Saroj Kanti Chowdhury had gifted **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the **undivided un-demarcated 1/3rd share** of total land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702 and 702/734** appertaining to **C. S. Khatian No. 208** corresponding to **R. S. Khatian No. 320**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub

Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "B"** and **SRIMATI INDRANI CHOWDHURY**, wife of Late Saroj Kanti Chowdhury had also gifted **ALL THAT** piece or parcel of a plot of land measuring about **0 [zero] Cottah 11 [eleven] Chittacks 1 [one] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **100 [one hundred] Square Feet** be the same a little more or less, which is the undivided un-demarcated **1/3rd share** of total land measuring about **2 [two] Cottahs 1 [one] Chittacks 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in C. S. Dag No. 687 corresponding to R. S. Dag No. 746 appertaining to **C. S. Khatian No. 113** corresponding to **R. S. Khatian No. 483**, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "C"**, in favour of said **[1] SRI ANIMESH CHOWDHURY** and **[2] SRI ARINDAM CHOWDHURY**, both are sons of Late Saroj Kanti Chowdhury, the **Landowner Nos. 1 and 2** herein which was duly registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded into Book No. I, Volume No. 1523-2015, Pages from 32516 to 32542, **Being No. 152307066** for the year **2015** and thus handed over vacant and peaceful possession of their undivided un-demarcated share of aforesaid properties absolutely and forever;

- N. That, by virtue of aforesaid Deeds, law of inheritance and mutation as well, said **[1] SRI ANIMESH CHOWDHURY**, **[2] SRI ARINDAM CHOWDHURY**, both are sons of Late Saroj Kanti Chowdhury, **[3] SRI ASHIM CHOWDHURY**, son of Late Kanoj Kanti Chowdhury and **[4] SRI MANOJ KANTI CHOWDHURY**, son of Late Nani Mohon Chowdhury, became the absolute joint owners of **ALL THAT** piece or parcel of a plot of land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702** and **702/734** corresponding to R. S. and L. R. Dag No. 761 appertaining

to C. S. Khatian No. 208 corresponding to **R. S. Khatian No. 320**, corresponding to L. R. Khatian No. 193,1049 and 1495, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding No. RGM/23/22**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "A"**;

O. That, by virtue of aforesaid Deeds, law of inheritance and mutation as well, said [1] **SRI ANIMESH CHOWDHURY**, [2] **SRI ARINDAM CHOWDHURY**, both are sons of Late Saroj Kanti Chowdhury, [3] **SRI ASHIM CHOWDHURY**, son of Late Kanoy Kanti Chowdhury and [4] **SRIMATI PADMA CHOWDHURY**, daughter of Late Dharendra Prasad Saha and wife of Sri Manoj Kanti Chowdhury, became the absolute joint owners of the following:

(a) **ALL THAT** piece or parcel of a plot of land measuring about **1 [one] Cottah 8 [eight] Chittacks 0 [zero] Square Foot** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 702 and 702/734** corresponding to R. S. and L. R. Dag No. 761 appertaining to C. S. Khatian No. 208 corresponding to **R. S. Khatian No. 320** corresponding to L. R. Khatian No. 161,729 and 995, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "B"**;

(b) **ALL THAT** piece or parcel of a plot of land measuring about **2 [two] Cottahs 1 [one] Chittacks 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** a **Roof Tile Shed** standing thereupon measuring about **300 [three hundred] Square Feet** be the same a little more or less, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in **C. S. Dag No. 687** corresponding to **R. S. and L. R. Dag No. 746** appertaining to **C. S.**

**Khatian No. 113** corresponding to **R. S. Khatian No. 483** corresponding to L. R. Khatian No. 161,729 and 995, within the limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding No. RGM/23/21**, having **Premises No. DC-13, Shastri Bagan**, within the jurisdiction of the Additional District Sub Registrar at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] and Baguiati [new], District North 24-Parganas, PIN - 700 059, referred to and called as **Scheme Plot No. "C"**;

- P. That, for better enjoyment, said by a **Declaration for Amalgamation** dated the **16<sup>th</sup>** day of **August, 2018** which was duly registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded into Book No. 1, **Being No. 152309363** for the year **2018** said **[1] SRI ANIMESH CHOWDHURY, [2] SRI ARINDAM CHOWDHURY**, both are sons of Late Saroj Kanti Chowdhury, **[3] SRI ASHIM CHOWDHURY**, son of Late Kanoj Kanti Chowdhury, **[4] SRI MANOJ KANTI CHOWDHURY**, son of Late Nani Mohon Chowdhury and **[5] SRIMATI PADMA CHOWDHURY**, daughter of Late Dharendra Prasad Saha and wife of Sri Manoj Kanti Chowdhury, the Landowner herein amalgamated their 3 [three] separate properties into a single property i.e. **ALL THAT** piece or parcel of a plot of land measuring about **5 [five] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** an old and dilapidated two storied Brick built building measuring about **1000 [one thousand] Square Feet** more or less [**Ground Floor: 500 (five hundred) Square Feet** more or less and **First Floor: 500 (five hundred) Square Feet** more or less] standing thereon, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in C. S. Dag Nos. 687, 702, 702/734 corresponding to **R. S. and L. R. Dag Nos. 761 (land measuring about 3 [three] Cottahs** be the same a little more or less) and **746 (land measuring about 2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less) appertaining to C. S. Khatian Nos. 208 and 113 corresponding to **R. S. Khatian Nos. 320 and 483** corresponding to **L. R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, within the local limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding Nos. RGM/23/21 and RGM/23/22**, having **Premises No. DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059**, which is

morefully and particularly mentioned in the **First Schedule** written hereunder and referred to and called as the **SAID PREMISES**;

**AND WHEREAS** the said Landowners are desirous to develop the land at the said premises, described in the First Schedule hereunder written by constructing a G + IV [Four] Storied building over there as per plan to be sanctioned by the **Bidhannagar Municipal Corporation**, but due to paucity of fund and lack of experience in that matter, they approached the Developer herein, to make construction of the proposed G + IV [Four] Storied building over the land at the said premises as per the building plan to be sanctioned by the **Bidhannagar Municipal Corporation** at the said premises.

**AND WHEREAS** said Developer having engaged with construction and development of Building agreed to the proposal of the said Landowners and is being interested to develop the land at the said premises by constructing a proposed G + IV [four] storied building as per the sanctioned plan to be sanctioned by the **Bidhannagar Municipal Corporation** at its own costs.

**AND WHEREAS** the said Landowners and the Developer have mutually agreed to develop the land at the said premises on the following terms and conditions as mentioned herein under.

**AND WHEREAS** the Landowners herein shall execute a Registered General Power of Attorney to appoint the Developer herein as the Attorney of the Landowners to do the job smoothly, entrusted upon the Developer according to this agreement.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. **PREMISES** shall mean **ALL THAT** piece or parcel of a plot of land measuring about **5 [five] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** an old and dilapidated two storied Brick built building measuring about **1000 [one thousand] Square Feet** more or less [**Ground Floor: 500 (five hundred) Square Feet** more or less and **First Floor: 500 (five hundred) Square Feet** more or less] standing thereon, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in C. S. Dag Nos. 687, 702, 702/734 corresponding to **R. S. and L. R. Dag Nos. 761 (land measuring about 3 [three] Cottahs** be the same a little more or less) and **746 (land measuring about 2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less) appertaining to C. S. Khatian Nos. 208 and 113 corresponding to **R. S. Khatian Nos. 320 and 483** corresponding to **L. R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, within the local

limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding Nos. RGM/23/21** and **RGM/23/22**, having **Premises No. DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059**, more specifically and particularly described in the **First Schedule** hereunder written;

2. **LANDOWNERS** shall mean [1] **SRI ANIMESH CHOWDHURY**, by occupation - Business, [2] **SRI ARINDAM CHOWDHURY**, by occupation - Service, both are sons of Late Saroj Kanti Chowdhury, [3] **SRI ASHIM CHOWDHURY**, son of Late Kanoj Kanti Chowdhury, by occupation - Business, [4] **SRI MANOJ KANTI CHOWDHURY**, son of Late Nani Mohon Chowdhury, by occupation - Business and [5] **SRIMATI PADMA CHOWDHURY**, daughter of Late Dharendra Prasad Saha and wife of Sri Manoj Kanti Chowdhury, by occupation - Housewife, all by faith - Hindu, by nationality - Indian, residing at DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, West Bengal and include their respective heirs, executors, administrators, legal representatives and assigns;
3. **DEVELOPER** shall mean **M/S. THE JMT CONSTRUCTION**, a Partnership Firm, governed by the Indian Partnership Act, 1932 as amended up-to-date, having its Office at Aruna Abasan - II, Arunachal Hatiara, Post Office - Hatiara, under Police Station - New Town, District North 24-Parganas, PIN - 700 157, West Bengal represented by its Partners namely [1] **SRI DEBENDRA NATH DUTTA**, son of Late Dukhi Ram Dutta, residing at Hatiara Sarada Pally, Post Office - Hatiara, under Police Station - New Town, District North 24-Parganas, PIN - 700 157, West Bengal and [2] **SRI AJAY GHOSH**, son of Sri Laxmi Narayan Ghosh, residing at DC-104, Narayantala [West], under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, both by faith - Hindu, by occupation - Business, by nationality - Indian, include its heirs, executors, administrators, legal representatives successors-in-office and assigns;
4. **PLANS** shall means plan of the proposed new building to be sanctioned by the **Bidhannagar Municipal Corporation** including variations/modifications therein, if any, also must be sanctioned or approved by the Bidhannagar Municipal Corporation;

5. **ARCHITECT** shall mean and include any person or firm to be appointed or nominated by the Developer with the consent as Architect for the supervision of the construction of the Building hereinafter defined;
6. **ASSOCIATION** shall mean any Association, Syndicate Committee, Limited, Limited company or Registered Society that may be formed together with all the existing Purchasers of the Flat or nominated by the Landowners for the common purposes having such rules and regulations and restrictions as be deemed proper and necessary by the Landowners and the intending Purchasers but not inconsistent with the provisions and covenants herein contained;
7. **CORPORATION** shall mean the Bidhannagar Municipal Corporation and shall include to its concerned authorities who may recommend, approved and/or sanction the plans and/or modified plans, if any;
8. **COMMON PORTIONS** shall mean all the common portions and installations to comprise in the new buildings and the premises after the development including pathways, boundary walls, durwan's room, service areas etc.;
9. **COMMON EXPENSES** shall mean and including all expenses to be incurred by the unit Owners for the management and maintenance of the new building and the premises;
10. **PROJECT** shall mean the work of development undertaken to be done by the Developer of the premises to be completed and possession of the completed units is taken over by the unit Owners.
11. **PROPORTIONATE** with its convenient variations shall mean such ratio, the covered area of any unit or units be in relations to the covered area of the total units in the new building;
12. **LANDOWNERS' ALLOCATION** shall mean **entire First Floor and entire Third Floor** of the proposed G + IV storied building each floor consisting of 3 [three] Self contained separate Flats each Flat having equal measurement together with undivided impartiable proportionate share of land whereof the said building is to be erected and the rights of use common areas and facilities of the said building to be constructed.

That, if the Developer manages to construct additional floor upon the proposed G + IV [Four] Storied building in that event the Landowners shall be entitled to get 50% [fifty percent] Constructed Area of the additional

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floor upon the proposed G + IV [Four] Storied building of the proposed G + IV storied building as additional allocation;

Further more the Developer shall pay a sum of **Rs. 6,00,000/- [Rupees six lac] only** as non-refundable and/or forfeited consideration towards the Landowners on the day of signing of this Agreement;

13. **DEVELOPER'S ALLOCATION** shall mean after providing Landowners' allocation the remaining portion of the constructed area in the proposed G + IV [four] storied building is to be allotted to the Developer as Developer's allocation together with undivided impartiable proportionate share of land whereof the said building is to be erected and the rights of use common areas and facilities of the said building to be constructed and the entire Developer's Allocation are morefully and particularly described in the THIRD SCHEDULE hereunder written;

14. **BUILDING** shall mean and included:

- a. The Developer shall construct, erect and complete the proposed G + IV [Four] storied building over the land at the said premises in accordance with the sanctioned plan to be sanctioned by the **Bidhannagar Municipal Corporation** at its own cost and the type of construction, specification of construction materials to be used should be of good quality and the detailed architectural design of the proposed building to be as per the choice of the Developer.
- b. The Developer shall install and provide in the said building at his own cost standard submersible pump set, deep tube-well/overhead water tank, electric meter room, electric wirings, fittings and installations, plumbing and other facilities as are required to be provide in the G + IV [Four] storied building.
- c. The entire building shall be of uniform construction as per the specification which is mentioned in Annexure hereunder written and the Landowners will have authority to inspect the quality of materials, if any other kind of extra facilities or materials are required by the Landowners or intending purchasers in their respective allocation all extra costs, charges, and expenses incurred by the Developer and such payment of reimbursement to be made by the Landowners and intending purchasers to the Developer before the delivery of possession of their allocations. The Landowners herein may appoint his nominated person to scrutinize the nature of work, quality of materials and job

specification of the construction and in that case the Developer will not have any objection.

- d. All dealings by the Developer in respect of construction of the proposed G + IV [four] storied building shall be in the name of the Landowners, but no financial transaction on behalf of Landowners from any other source or party or agency, such dealings shall not create in any manner of fosters or create any financial, civil and/or criminal liability of the Developer.
- e. The Developer shall be fully responsible and keep the Landowners indemnified for any deviation or unauthorized construction or accident or omission or mishap during the construction of the said building and any damage of adjacent of the building during construction or after is all legal and/or financial liabilities will be borne by the Developer of that.
15. **SALEABLE SPACE** shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required there for.
16. **UNIT** shall mean any individual Flat, Car Parking Space, Commercial Space etc. in the new building which is capable of being exclusively owned, used and/or enjoyed as individual unit;
17. **UNIT OWNER** shall mean any person or persons who acquired, hold and/or enjoys any unit in the new building and shall include the Landowners and the Developer, for units hold by them form to time.
18. **FORCE MAJURE** shall means and included Essentially frees both parties from liability or obligation when an extraordinary event circumstances beyond the control of the parties, such as strike, riot, crime, war, storm, tempest, civil commotion or an event described by the legal term act of God [such as hurricane, flooding, earthquake, volcanic eruption etc.] prevents one or both parties from fulfilling their obligations under the contract. In practice, most Force Majeure clauses do not excuse a party's non-performance entirely but only suspends it for the duration of the force majeure, Force Majeure is generally intended to include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence of a party, which have a materially adverse effect on the ability of such party to perform its obligations, as where non-performance is caused by the usual and natural consequences of the external forces which where the intervening circumstances are specifically contemplated;

19. **ADVOCATE** shall mean and include an well qualified person and/or firm, to be appointed by the Developer herein time to time to look after the legal consequences relating to the said Premises.

NOTE:

1. Masculine Gender shall include the Feminine Gender and vice-versa.
2. Singular shall include the Plural and vice-versa.
3. The Landowners has assures, represents and confirm to the Developer as follows :-
  - a. **ALL THAT** piece or parcel of a plot of land measuring about **5 [five] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** an old and dilapidated two storied Brick built building measuring about **1000 [one thousand] Square Feet** more or less [**Ground Floor: 500 (five hundred) Square Feet** more or less and **First Floor: 500 (five hundred) Square Feet** more or less] standing thereon, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in C. S. Dag Nos. 687, 702, 702/734 corresponding to **R. S. and L. R. Dag Nos. 761 (land measuring about 3 [three] Cottahs be the same a little more or less) and 746 (land measuring about 2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet be the same a little more or less)** appertaining to C. S. Khatian Nos. 208 and 113 corresponding to **R. S. Khatian Nos. 320 and 483** corresponding to **L. R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, within the local limits of **Ward No. 23 of the Rajarhat Gopalpur Municipality** now under **Ward No. 10 of the Bidhannagar Municipal Corporation**, having **Municipal Holding Nos. RGM/23/21 and RGM/23/22**, having **Premises No. DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat, [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059**, more specifically and particularly described in the **First Schedule** hereunder written.
  - b. No person other than the Landowners herein has any right, title and/or interest of any nature whatsoever in the said premises or any part thereof.

- c. The right, title and interest of the Landowners herein in the premises is free from all encumbrances whatsoever [save as mentioned herein] and the Landowners has a good and marketable title thereto.
- d. There are no thika tenants on the premises and the Landowners have not received any notice of any such claim or proceedings.
- e. That, there is a Tenant and Occupier in the existing building, the Developer shall be liable to provide allocation or consideration to the existing Tenant and Occupier from their allocation and the Landowners shall not be responsible for the same;
- f. No part of the premises has been or is liable to be vested under the Urban ceiling and Regulations Act, 1976 and/or under any other law and the proceeding have been initiated or pending in respect thereof.
- g. The premises or any part thereof is at present not affected by any acquisition requisition or attachment of any authority or authorities under any law and/or otherwise nor any notice have been received or come to the notice of the Landowners.
- h. Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, revenue or any other public demand.
- i. The Landowners has not in any way dealt with the premises whereof the right title and interest of the Landowners as the Ownership, use, development thereof is or may be affected in any manner whatsoever.
- j. The Landowners shall have no difficulty in obtaining income tax clearance certificate and/or any permission for the completion of the transfer of Developer's Area to the Developer and/or its nominees at the cost and expenses of the Developer and/or otherwise in fulfilling his/her other obligations hereunder for such purpose of obtaining permission Developer shall pay all amount of fees payable for the transfer of Developer's area.
- k. The representations of the Landowners mentioned hereinabove are hereafter collectively called the "SAID REPRESENTATIONS" and the Landowners confirm that the said representations are true and correct.



1. Relying upon the said representations and after thorough investigation regarding the Landowners' marketable title in the property and the Developer accepted the Landowners' title in the property as clear and marketable and on such satisfaction and acceptance and the Developer has agreed to develop **ALL THAT** piece or parcel of a plot of land measuring about **5 [five] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** an old and dilapidated two storied Brick built building measuring about **1000 [one thousand] Square Feet** more or less **[Ground Floor: 500 (five hundred) Square Feet** more or less and **First Floor: 500 (five hundred) Square Feet** more or less] standing thereon, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in C. S. Dag Nos. 687, 702, 702/734 corresponding to **R. S. and L. R. Dag Nos. 761 (land measuring about 3 [three] Cottahs** be the same a little more or less) and **746 (land measuring about 2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less) appertaining to C. S. Khatian Nos. 208 and 113 corresponding to **R. S. Khatian Nos. 320 and 483** corresponding to **L. R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, within the local limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding Nos. RGM/23/21 and RGM/23/22**, having **Premises No. DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059**, more specifically mentioned in the First Schedule written hereunder, to completed the project, pay the moneys and do the work as and on the terms hereunder.
4. The Developer assure, represents, and confirm to Landowners as follows:-
- a) The Developer has vast experience, sufficient infra structure, sufficient money and enough competent to apply and obtain revised plan sanctioned and also competent to complete the building in terms of this agreement within the stipulated period mentioned hereunder.
  - b) The Developer has approved and is fully satisfied with regard to the Landowners' title of the said premises and the Developer has caused prior to execution of this agreement all necessary searches

independently at their own costs with regard to the marketability of the title of the said premises and is satisfied with the same.

- c) The Developer will at its own costs and expenses apply and obtain revised plan sanctioned and also complete the building at their own costs and expenses within the stipulated period in terms of this agreement.
  - d) In case there is any damage to the building or unforeseen situation happens to any workmen, laborers in course of construction, the Developer will be personally liable for the same and shall indemnify the Landowners from all costs, consequences and damages and Landowners are not at all responsible for any loss in case of life or property during construction of the new building and demolition of existing building in agreed allocated premises.
  - e) The Developer shall at its own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purposes of completion of the said building in the said premises.
  - f) The Landowners will not be liable for any acts, deeds and things not only on the part of the Developer and not liable for Landowners' part also;
5. The representations of the Landowners and Developer mentioned hereinabove are hereafter collectively called "THE SAID REPRESENTATIONS" and the Landowners and Developer respectively confirm that the said representations are true and correct as per their knowledge and belief;
6. The Landowners herein have agreed to appoint the Developer herein as the Developer of the premises and the Developer, relying upon the said representation, has agreed to develop the premises, to complete the project, pay the monies and to the works as and on the terms and conditions mentioned hereunder.

**NOW IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO TO** as follows:

- 1. IN consideration of the Landowners having agreed to grant to the Developer the exclusive right to develop the said premises, the Developer has agreed to build the said proposed building at his own

cost and expenses without call in upon to contribute an amount whatsoever for the said building from the Landowners.

2. The Landowners have appointed the Developer as Developer of the premises as desired by the Developer on the terms and conditions herein contained.
3. The Landowners of the premises shall be responsible in the following matter:
  - a. Simultaneously with the execution hereof the Landowners shall handover all original Deeds and other documents relating to the premises.
  - b. At any time thereafter the Landowners shall allow the Developer to enter upon the premises and do all the works relating to the construction of the proposed new building as per sanctioned building plan immediately the Developer obtaining possession of the said premises.
  - c. The Landowners hereby grants subject to what has been provided hereinafter the exclusive rights to the Developer to build, construct, erect and complete the building and to Commercial Space exploit the same by entering into agreement for sale with the intending purchasers and/or transfer and or construction in respect of the Developer's allocation in accordance with the plan to be sanctioned by the **Bidhannagar Municipal Corporation** with or without amendment and/or modification made or cause by the Developer.
  - d. The Developer shall be entitled to modify or alter the plan and to submit the same to Bidhannagar Municipal Corporation in the name of Landowners and the Developer shall pay and bear all fees/costs including sanction fees, charges and expenses of sanctioned plan for construction of the said building on the said plot of land subject to prior approval of Landowners.
  - e. Subject to force majeure and reasons beyond control of the Developer within 24 [twenty four] months from the date of provisional sanctioned plan, the Developer shall at its own cost and expenses complete the project by constructing the new building and shall deliver possession of the entire portion or allocation of the Landowners' area to the Landowners.

- f. The Developer shall be entitled to occupy and use the land from the date of this agreement subject to the terms of this agreement. SUBJECT TO the terms of this agreement, the Developer shall be entitled to use the premises for setting up a temporary office and/or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project. It is clarified that at any time after the execution hereof, the Landowners shall permit the Developer to enter upon the premises, and to do all works incidental for the construction of new building/buildings.
4. The Landowners' Allocation shall be constructed by the Developer for and or behalf of the Landowners and/or their nominees. The rest of the new building shall be constructed by the Developer for and on behalf of itself and/or for its nominee and/or nominees. The Developer is constructing the building from its own fund. The Landowners will get their allocation against the land lying in the Developer Allocation.
5. The Landowners and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal those with any manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage in the OWNERSHIP FLAT SCHEMES. They will also be at liberty to enter into agreements for sale of their respective areas and receive the full consideration there under SAVE THAT the Landowners shall adopt the same covenants as the Developer may adopt in its agreement with the unit Owners of the Developer's area, at least in so far as the same relates to common portions, common expenses and other matters of common interest. The form of agreement by the parties shall be as drawn by the Advocates of the Landowners and the Developer, for their respective allocation.
6. If so required by the Developer, the Landowners shall join and/or cause such persons as may be necessary to join as parties to the conveyance by the Landowners, Developer and/or transferees.
7. The Landowners in pursuance of the said agreement shall execute and register a General Power of Attorney in favour of the Developer for appoint as the ATTORNEY of the Landowners herein and by virtue of which the Developer shall be entitled to enter into agreement for sale in respect of the Developer's allocation. The Developer shall also be entitled to execute and register Deed of Conveyance in respect of the proportionate share of land relating to the area under the Developer's Allocation under the agreement by virtue of a separate Registered

General Power of Attorney which would be executed by the Landowners.

8. The Landowners shall be entitled to transfer or otherwise deal with the Landowners' allocation in the said new building.
9. The Developer shall be exclusively entitled to the Developer's Allocation in the new building and shall have the absolute right and full authority to transfer and/or otherwise deal with and/or dispose of the same after delivering the possession of the Landowners' Allocation to the Landowners.
10. The Developer at its own cost and expenses shall install and erect pump, over head reservoir and other facilities in the said building as are required to be provided in a residential apartment/building.

**COMMON OBLIGATIONS:**

- i. The Landowners and the Developer shall punctually and regularly pay and bear respective rates and taxes for their respective allocations to the concerned authorities or otherwise as may be mutually agreed upon between the Landowners and the Developer after delivering the possession of Flats to the Landowners.
- ii. As and from the date of delivery of possession of the Landowners Allocation the Landowners along with other Flat owners on the said premises shall also be responsible to bear and shall forthwith pay on demand to the caretaker the proportionate service charges for the common facilities in the new building payable in respect of the Landowners' Allocation. Such charges are to include proportionate share of lights, sanitation or maintenance, occasional repair and renewal charges, charges for bill collection and management of the common facilities etc.
- iii. The Landowners shall not intentionally do any act, deed or thing whereby the Developer shall be prevented from proceeding with construction of the said project.

**COMMON RESTRICTIONS:**

- I. The Landowners' Allocation in the building shall be subject to the same restriction and usages as are applicable in the building intended

for common benefits of all occupiers of the building which shall include the followings.

- II. Neither Party shall use or permit to be used the respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity or use for other than the residential use thereof for any purpose which may cause any nuisance or hazard to the occupier of the building.
- III. Neither party shall demolish fix nor permit demolition of any wall or other structure in their respective allocations or any portions thereof or make any structural alterations therein without the provisions and consent of the other on that behalf.
- IV. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory Bodies and/or bodies as the case may be and shall attend to answer and be responsible for any deviation of any of the said law, bye-laws, rules and regulations.
- V. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repairs and in particular not to cause any damages to the building or any other space or recommendation therein and shall keep the other occupiers of the building indemnified from against the consequence of any breach.
- VI. The Landowners shall permit the Developer and its men, agents and servants with or without materials and other at all reasonable times to enter upon the Landowners' Allocation and/or every part thereof after giving proper notice and reasonable times for the purpose of maintenance and repairing and maintaining, cleaning, lightening and keeping in order and good condition any common facilities and/or common areas for the purpose of maintenance.

**LANDOWNERS' OBLIGATIONS:**

- I. The Landowners doth hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer so far the construction work is done as per building plan to be sanctioned by the **Bidhannagar Municipal Corporation** without any reasonable ground.

- II. The Landowners doth hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocation portion in the building at the said premises.
- III. The Landowners hereby agree and covenant with the Developer not to let out grant, lease, mortgage and/or charge the said premises or any portions thereof without the consent in writing of the Developer during the period of construction except the Landowners share in the said building.

**DEVELOPER OBLIGATION:**

- a. The Developer shall not discontinue or abandon the construction of the proposed building except the suspension of the work due to force majeure events;
- b. The Developer shall obtain a valid Occupancy Certificate or Completion Certificate from Bidhannagar Municipal Corporation or applicable concerned Government Authority;
- c. The Developer shall use standard material [as per IS Code] for construction of the Landowners' allocation with Vitrified Tiles flooring with 3 [three] track sliding windows;
- d. That, the Developer shall pay a sum of **Rs. 30,000/- [Rupees thirty thousand] only** towards the Landowners per month as cost of alternative accommodation from the day of getting hand over of vacant and peaceful possession of aforesaid premises from the Landowners till handover of vacant and peaceful possession of Owners' Allocation towards the Landowner and the Developer shall pay the charges for **12 [twelve] months i.e. Rs. 3,60,000/- [Rupees three lac sixty thousand] only** at a time in advance;
- e. The Developer hereby undertake to keep the Landowners indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the said building;
- f. In the event the Landowners desires to change any specifications before construction or completing the Landowners' allocation then in such event the Developer shall make necessary changes and the Landowners shall only pay the different of price of the materials;

- g. It is made clear that immediately after sale of the Developer's allocation, within 6 [six] months the Flat Owners' Association will be formed by the Landowners and the Developer or the nominees or the Purchaser of the Developer and the said Association shall maintain and manage the building in accordance with the rules and bye laws as may be framed by the Flat Owners and simultaneously the Developer herein shall handover all related original papers of the premises towards the association of the Flat owners after receive the valid Occupancy Certificate or Completion Certificate from the Bidhannagar Municipal Corporation or applicable concerned Government Authority;
- h. That the name of the proposed Building shall be **"ANNAPURNA BHAVAN"**;
- i. PROVIDED THAT such Power of Attorney is only restricted with regard to the Developer's allocation. PROVIDED FURTHER the Developer and/or its constituted Attorney shall be liable for all acts, deeds and things by virtue of acting pursuant to the Power of Attorney granted by the Landowners and shall indemnify the Landowners from all loss, consequences, damages that the Landowners may suffer due to the acts, deeds and things on the part of the Developer or the Attorney;
- j. In the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the Landowners and the Developer, the Landowners having agreed to grant the exclusive right of development of the said premises to the Developer.
- k. Nothing in this agreement shall constitute a transfer or an agreement to transfer, or an assignment, or demise, by the Landowners, of the said Land or any built up area to the Developer. But confers upon the Developer the exclusive and absolute rights of Development in conformity with the agreement.
- l. The respective allocations shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach;

- m. The Developer shall not be entitled to transfer and or assign benefit of the Agreement or any portion thereof before delivering complete, peaceful, vacant possession of the Landowners Allocation to the Landowners.
- n. The Developer hereby agrees and covenants with the Landowners not to violate or contravene any of the provisions of rules applicable to construction of the said building;
- o. The Developer hereby agrees and covenants with the Landowners not to do any act deed or thing whereby the Landowners is prevented form enjoying selling assigning and/or disposing any of the Landowners' Allocation in the building of the said premises as the Landowners' allocated area as mentioned in the Second Schedule written hereunder;
- p. The Developer agrees not to part with possession of the Developer's allocation of any portion thereof unless possession of the Landowners' Allocation is delivered to the Landowners PROVIDED HOWEVER it will not prevent the Developer from entering into any agreement for sale with the Developer' Allocation;
- q. To pay all outgoings from the date of these presents.
- r. To arrange appoint or nominate at its sole risk responsibilities and cost architect, contractors, sub-contractors or labourers for carrying out and proceed with the construction of the said building and other common spaces according to the approved drawing plans and specifications and in conformity and arrange building materials articles, tools and other implements and to hire and engage suppliers, labourers and to pay and meet with other remuneration fees and salaries. The Landowners shall never be liable for any such dealing and/or transaction by the Developer.
- s. To construct and complete the said building as per Indian standard specifications and with best available materials and in accordance with the drawing, plan and specifications to be approved by the Landowners and sanctioned by the competent authority and in conformity with the said details of construction.
- t. To complete the work of construction to the satisfaction of the Landowners and to do all other acts, deeds and things as may be found necessary for smooth and expeditious to the construction of the said building.
- u. The construction work shall be at the sole risk and responsibility of the Developer and it is mutually agreed and clearly understood that the



Landowners shall not be responsible for any technical and/or engineering defect in connection for which the Developer shall be solely responsible and directly answerable to the concerned authority and to the Landowners.

- v. The Developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenditure e.g. payments for building materials, fees and remuneration of Architect, labourers payments etc. in such manner as the Developer shall think fit and proper as its absolute discretion. The Landowners shall not be liable or responsible for such payment or any part thereof.
- w. If for any reason any losses and incurred and damages caused or suffered on account of negligence of the Developer or the Sub-Contractor's agent, architect, labour etc. in connection with the construction of the said building the Developer shall be solely liable therefore and shall keep the Landowners indemnified from any such losses or damages.
- x. The Developer shall complete in respect of the construction of the said building according to the drawings plan and specification sanctioned by the competent authority and in conformity with the details of construction to the full satisfaction of the Landowners within 24 [twenty four] months from the date of obtaining of Building Sanction Plan and a further period of 6 [six] months shall be extended due to force-majeure clause, If required and thereafter. In default this Agreement for Development shall be in operative, void and cancelled otherwise pay compensation and damages @ Rs. 2,000/- [Rupees two thousand] only per month to the Landowners.
- y. The time is essence of this contract;
- z. The Developer shall abide by the all bye laws, rules and regulations and sanction for the construction of the said building which shall be constructed by the Developer according to the sanction Plan, the Developer reserved its right to make any minor changes including the Landowners' allocation provided such charge in compensated by the Transferees/ Purchasers and the Landowners will not liable to pay any charge for this changes.

#### **LANDOWNERS' INDEMNITY:**

The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy the Developer's allocated space without any interference or disturbances provided the Developer performing and fulfilling

all the terms and condition herein and/or on the part of the Developer to be observed an performed.

**DEVELOPER'S INDEMNITY:**

The Developer hereby undertake to keep the Landowners indemnified against any actions, suits, proceedings and claims that may arise out of the Developer's action with regard to the developing of the said premises and/or in the matter of construction of the said building and/or any defect therein.

**MISCELLANEOUS:**

- I. The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained shall be deemed to construe as partnership between the Landowners and the Developer or as a joint Venture between the parties hereto in any manner nor shall the parties constitute as association of persons.
- II. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not specified herein may be required to be lawfully done by the Landowners and various applications and other documents may be required to be signed or made by the Landowners relatives to which specified specific provisions may not have been mentioned herein, the Landowners doth hereby undertake to do all such acts, deed and things and matters and further the Landowners doth hereby undertakes that the Landowners shall execute any such additional Power of Attorney and on authorization as maybe required by the Developer for the aforesaid purpose and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be PROVIDED HOWEVER that all such acts, deeds, matters and things do not in any way infringe the rights of the Landowners and/or against the spirit of these presents.
- III. The Landowners shall not be liable in any Income Tax, or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against such proceedings, costs, charges and expenses in respect thereof.
- IV. As and from the date of completion of the building the Developer and/or then transferees and the Landowners and/or their transferees shall be liable for rent and taxes, including GST [if applicable].

- V. That, the Parties and/or their transferees shall be liable to pay all sorts of taxes, levis including service taxes, imposed by the Government of India as well as Government of State of West Bengal.
- VI. It is hereby made clear that the construction of the building at the said premises must be done in accordance with the sanction building plan and it is also made clear that after completion of the construction work the Developer shall deliver possession of the Landowners' allocation to the Landowners.
- VII. It is understood that from time to time to facilitate the construction of the building by Developer deeds matter and things and herein not specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and the Landowners shall execute any such Power of Attorney and/or authorities as may be required by the Developer for the purpose.
- VIII. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequence of any breach;
- IX. No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building;
- X. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building;
- XI. Neither of the parties shall permit other's agents with or without workmen and others at all responsible times to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

- XII. The Developer is entering into this Agreement being prima-facie satisfied with regard to the title of the Landowners in respect of the aforesaid property. The Developer however, reserves its rights to cause necessary searches with regard to the marketability of the title of the Landowners in respect of the said property which is to be completed within a period of 30 [thirty] days from the date of execution of this agreement;
- XIII. That after completion of the entire works of building, before the possession is made over by the Developer to the Landowners the total construction comprised in the said building shall be measured in presence of both parties and such measurement shall be final, conclusive and binding upon the parties hereto and thus allocation of either parties will be finally determined. After determination of the allocation of either parties if it is found that the constructed area is more than what has been stated under this agreement then in the said event before taking over the possession the Landowners shall bound to make payment at the price of the then time for the excess area so found and similarly if the area shall found to be less what has been allocated under this agreement then in that said event the Developer shall liable to paid the amount at the price of the then time for the shortage of area so found to the Landowners.

**FORCE MAJURE:**

SUBJECT TO force majeure and reasons beyond the control of the Developer, within 24 [twenty four] months hereafter i.e. from the day of getting the sanction building plan from the local authority, and handing over the vacant possession of land by the Landowners to the Developer as well as from the date of commencement of construction work of the proposed Building, the Developer shall complete the project by constructing the said Building and/or otherwise and deliver possession of the Landowners' allocated area to the Landowners herein in a habitable condition as per the particulars mentioned in the SECOND SCHEDULE hereto, with such reasonable changes as be advised by the Architects SUBJECT TO the Landowners meeting their obligation of this agreement.

**LEGAL NOTICE:**

Both the parties shall have liberty to avail the opportunities under the specific performance of contract of this agreement for the non-compliance of the covenant hereinbefore mentioned alternatively at anytime for any dispute that may arise between the parties hereto regarding the construction or

interruption of any of the terms and conditions herein contained or touching these presents or for determination of any liability of any the parties under this agreement and the same shall be referred to the mutually approved person to persons.

#### **JURISDICTION:**

All litigations will be tried under the District Court of North 24-Parganas at Barasat.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO [Description of Premises]**

**ALL THAT** piece or parcel of a plot of land measuring about **5 [five] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less **TOGETHER WITH** an old and dilapidated two storied Brick built building measuring about **1000 [one thousand] Square Feet** more or less **[Ground Floor: 500 (five hundred) Square Feet** more or less and **First Floor: 500 (five hundred) Square Feet** more or less] standing thereon, under **Mouza - RAGHUNATHPUR, J. L. No. 8, R. S. No. 134, Touzi No. 3027**, comprised in C. S. Dag Nos. 687, 702, 702/734 corresponding to **R. S. and L. R. Dag Nos. 761 (land measuring about 3 [three] Cottahs** be the same a little more or less) and **746 (land measuring about 2 [two] Cottahs 1 [one] Chittack 2 [two] Square Feet** be the same a little more or less) appertaining to C. S. Khatian Nos. 208 and 113 corresponding to **R. S. Khatian Nos. 320 and 483** corresponding to **L. R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, within the local limits of **Ward No. 23** of the **Rajarhat Gopalpur Municipality** now under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, having **Municipal Holding Nos. RGM/23/21 and RGM/23/22**, having **Premises No. DC-13, Shastri Bagan, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhan Nagar [Salt Lake City] presently at Rajarhat, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059**, which is butted and bounded as follows:

ON THE NORTH : AVA APARTMENT;

ON THE SOUTH : PROPERTY OF TAMAL BOSE AND OTHERS;

ON THE EAST : TWELVE FEET WIDE ROAD;

ON THE WEST : EIGHTEEN FEET WIDE ROAD;

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**THE SECOND SCHEDULE ABOVE REFERRED TO  
[Description of Landowners' allocation]**

**ALL THAT** the Landowners shall be entitled to get **entire First Floor** and **entire Third Floor** of the proposed G + IV storied building each floor consisting of 3 [three] Self contained separate Flats each Flat having equal measurement, together with undivided impartible proportionate share of land whereof the said building is to be erected and the rights of use common areas and facilities of the said building to be constructed as per specification mentioned hereunder in habitable conditions together with proportionate share of right title and interest in common facilities and amenities specifically mentioned in the Fourth Schedule written hereunder including other rights to use the same.

That, if the Developer manages to construct additional floor upon the proposed G + IV [Four] Storied building in that event the Landowners shall be entitled to get 50% [fifty percent] Constructed Area of the additional floor upon the proposed G + IV [Four] Storied building of the proposed G + IV storied building as additional allocation;

Furthermore the Developer shall pay a sum of **Rs. 6,00,000/- [Rupees six lac] only** as non-refundable and/or forfeited consideration towards the Landowners on the day of signing of this Agreement;

**THE THIRD SCHEDULE ABOVE REFERRED TO  
[Description of Developer's allocations]**

**ALL THAT** after providing Landowners' allocation the remaining portion of the constructed area in the proposed G + IV [Four] storied building is to be allotted to the Developer as Developer's allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the area to be allocated to the Developer;

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
[Common Areas and Facilities]**

The Landowners of the land along with the other co-owner, occupiers, society or syndicate association shall allow each other the following easement and quasi easement rights, privileges etc.

1. The Land on which the Building is located and all easements, rights and appurtenances belonging to the land and the building;

2. The foundation, columns, girders, beams, supports etc.
3. Space for installation of common and individual electric meter and Submersible pump and distribution pipes;
4. Water pump, water tank water pipes and other common plumbing installation;
5. Top of the roof, lobbies, landings and stair case, lift well, lift Room, lift cage, lift machine and accessories, corridors, entrance and exits in the ground floor of the building;
6. Electrical wiring, motor and fittings;
7. Water and sewerage, evacuation pipes to the drains and sewerage;

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**[General Specification of Works]**

Foundation	: R.C.C./Raft or Pile foundation according to structural design and all superstructure will be R. C. C. [minimum M25] and framed structure anti termite treatment should be done. All toilet floor and wall, balcony, lift well, roof should be water proof with Sika/SWC/ Pidilite approved material;
Brick Work	: Brick work of 8", 5" and 3" with specified plaster;
Flooring	: Flooring of finished with Vitrified Tiles/Marble and 4" skirting on all sides;
Doors	: Malaysian Sal Wooden frame, the shutter of the main door will be of Teak Wood and the shutters of the other doors of the Flat and main door will be fitted with eye piece, the frame and shutter of Toilet will be made of P. V. C.
Windows	: Aluminum anodized sliding window, fitted with glass panels and covered grills;
Kitchen	: Polished Black stone platform with a S. S. sink Grade 304 [Nirali] and glazed tiles up-to 4'-0" Height above

- the platform;
- Toilet : Glaze tiles up-to 7'-0" height, one commode, Porcelain shower, one Bibcock, one wash basin water conceal pipe lines and one geyser point;
- Water Supply : 24 hours water supply will be provided by deep tube well with pumps;
- Wall Coats : All the interior walls will be finished with coats of Wall Putty and exterior walls will be finished with Putty rain coat paint [Pidilite];
- Electric Meter : Charges of procurement of the electric meter will be borne by the individual Flat/ Commercial Space/Car Parking Space owner;
- Transfer and Registration : The costs and expenses of Sale Deed/ Agreement for Sale, stamping, registration, Advocate's fees, other duties and charges Applicable on the date of transfer and registration shall be on account of the Owner of the Flat/Commercial Space/Car Parking Space;
- Extra Works : Any extra work other than our standard specification Shall be charged extra and such amount shall be Deposited before the execution of such work;
- Electricals : a) Concealed Wiring [Finolex/Havells] in all Flats [Copper electrical wiring].
- b) Each Flat will be provided with the following electrical points with modular switch.
- ❖ Bed Room: 2 [Two] Light points, 1 [One] Fan point and 1 [One] Plug point [5 amp].
  - ❖ Dining/Drawing: 2 [Two] Light points, 1 [One] Fan point, 1 [One] Plug point [15 amp.] and 1 [One] Plug point [5 amp.].
  - ❖ Kitchen: 1 [One] Light point and 1 [One] Plug point [15 amp.].
  - ❖ Toilet: 1 [One] Light point and 1 [One] Exhaust

## Fan Point.

- ❖ Attached Toilet: 1 [One] Light point and 1 [One] Exhaust Fan Point.
- ❖ Verandah: 1 [One] Light point.
- ❖ Entrance: 1 [One] Light point and Door Bell point.

Note: 1 [One] Air-conditioner Point will be provided in each Flat;

## Common Facilities

- ❖ Lift will be of Otis or Kone.
- ❖ C.C.T.V. in each floor and common portion of the building [charges to be paid by the intending Purchasers];
- ❖ Water Iron Filter [Zero B] [charges to be paid by the intending Purchasers];

## Facilities for Landowners only

- ❖ Collapsible Gate [6 Nos.];
  - ❖ Charges for Electric Meter, water iron filter and C. C. T. V. shall not be paid by the Landowners;
  - ❖ Vitrified Tiles: Vermora/Kajaria/Somani-double charge digital @ Rs. 45/- [Rupees forty five] only;
  - ❖ The Kitchen top of the Flats of the Landowners shall be laid with Granite;
  - ❖ 2 [Two] Air-conditioner Points will be provided in each Flat of the Landowners;
  - ❖ 2 [Two] Plug points [15 amp.] Plug Points and 2 [Two] Plug points [5 amp.] Plug Points in Kitchen and 1 [One] Plug point [15 amp.] Plug Point in Verandh.
  - ❖ Plumbing Fittings will be Jaquar;
- All materials will be approved by the Landowners

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by  
the LANDOWNERS and the DEVELOPER  
in the presence of:

1. Arjit Chowdhury  
Dc-13, Sastri bazar, Bagmati  
KOL-59

2. Abhijit Chowdhury  
Dc-13, Sastri bazar  
KOL-59

Amirudh Chowdhury  
Ajindam Chowdhury  
Ashia Chowdhury  
Manoj Kar Chowdhury  
Padma Chowdhury

SIGNATURE OF LANDOWNERS

The JMT Construction  
Partner

The JMT Construction  
Partner

Drafted and prepared in my  
Office:

**SUPROTIM SAHA,**

Advocate, [W.B. 134/1990,  
Judges' Court at Barasat],  
MONOLATA, BA/12/2B,  
Deshbandhu Nagar,  
Kolkata - 700 059.

SIGNATURE OF DEVELOPER

**RECEIPT**

Received a sum of **Rs. 6,00,000/- [Rupees six lac] only** towards the non-refundable and/or forfeited consideration as mentioned in these Present as according to memo of consideration stated herein below.

**MEMO OF CONSIDERATION**

Date	Bank	Branch	Cheque No.	Amount [Rs.]
16/08/2018	HDFC	Bageulati	NEFT	2,00,000/-
16/08/2018	-DO-	-DO-	NEFT	2,00,000/-
16/08/2018	-DO-	-DO-	NEFT	1,00,000/-
16/08/2018	-DO-	-DO-	NEFT	1,00,000/-
<b>Total Rs.</b>				<b>6,00,000.00</b>

**Rupees six lac only.**

**WITNESSES**

1. *Arijit Chowdhury*

2. *Abhejith Choudhary*

*Animesh Chowdhury*

*Ajindam Chowdhury*

*Ashin Chowdhury*

*Manoj Kar Chowdhury*

*Padma Chowdhury*

Drafted by me and prepared in my office:

*Suprotim Saha*  
**SUPROTIM SAHA,**  
 Advocate, [W.B. 134/1990,  
 Judges' Court at Barasat],  
 MONOLATA, BA/12/2B,  
 Deshbandhu Nagar,  
 Kolkata - 700 059.

SIGNATURE OF LANDOWNERS

**SPECIMEN FOR TEN FINGER PRINTS**

SL. No. **SIGNATURE OF THE EXECUTANT/PRESENTANT**



*Manoj Karb. Choudhary*



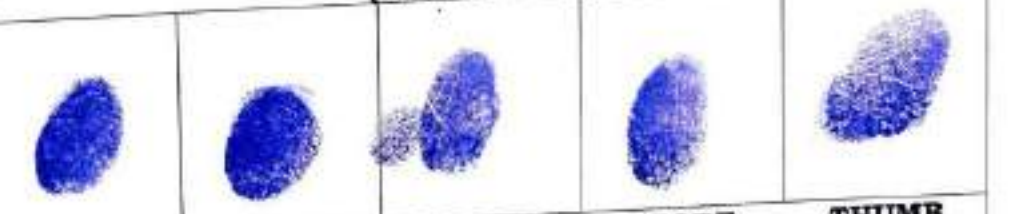
LITTLE RING MIDDLE FORE THUMB  
[LEFT HAND]



THUMB FORE MIDDLE RING LITTLE  
[RIGHT HAND]



*Padma Choudhary*



LITTLE RING MIDDLE FORE THUMB  
[LEFT HAND]



THUMB FORE MIDDLE RING LITTLE  
[RIGHT HAND]



*Manoj Karb. Choudhary*



LITTLE RING MIDDLE FORE THUMB  
[LEFT HAND]



THUMB FORE MIDDLE RING LITTLE  
[RIGHT HAND]

**SPECIMEN FOR TEN FINGER PRINTS**

SL. No. **SIGNATURE OF THE EXECUTANT/PRESENTANT**



*Animesh Chowdhury*



**LITTLE**



**RING**



**MIDDLE**



**FORE**



**THUMB**

**[LEFT HAND]**



**THUMB**



**FORE**



**MIDDLE**



**RING**



**LITTLE**

**[RIGHT HAND]**



*Anindam Chowdhury*



**LITTLE**



**RING**



**MIDDLE**



**FORE**



**THUMB**

**[LEFT HAND]**



**THUMB**



**FORE**



**MIDDLE**



**RING**



**LITTLE**

**[RIGHT HAND]**



*Ashin Chowdhury*



**LITTLE**



**RING**



**MIDDLE**



**FORE**



**THUMB**

**[LEFT HAND]**



**THUMB**



**FORE**



**MIDDLE**



**RING**



**LITTLE**

**[RIGHT HAND]**

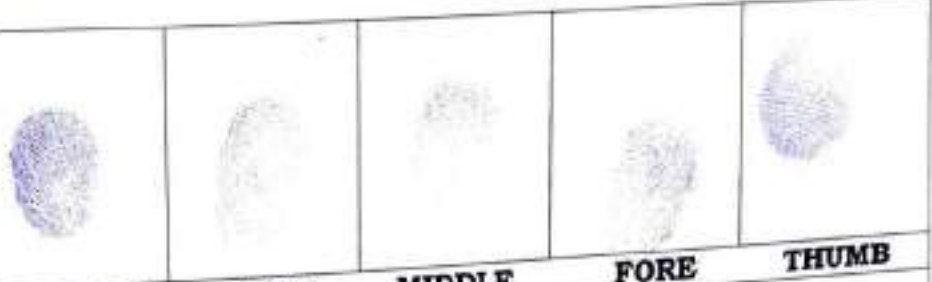
**SPECIMEN FOR TEN FINGER PRINTS**

Sl. No.

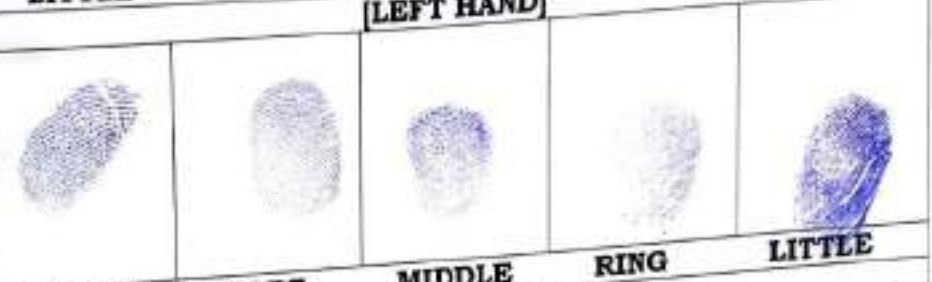
**SIGNATURE OF THE EXECUTANT/PRESENTANT**



*Ajay Chaudhary*

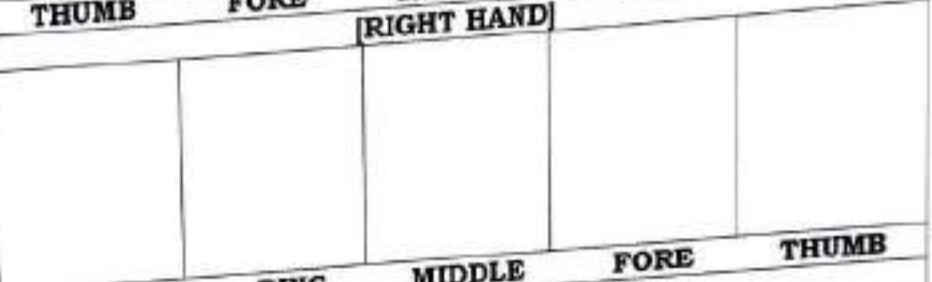


LITTLE RING MIDDLE FORE THUMB  
[LEFT HAND]

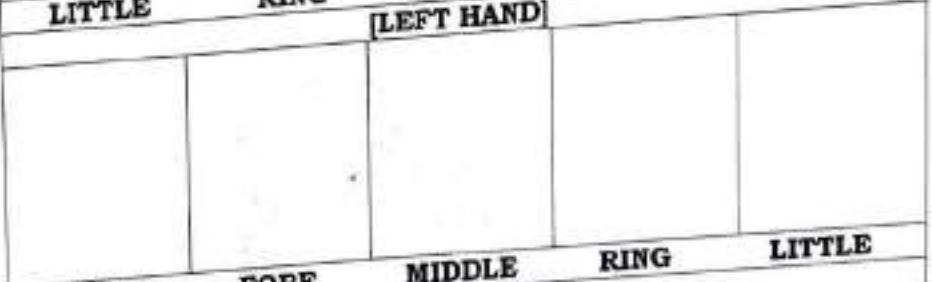


THUMB FORE MIDDLE RING LITTLE  
[RIGHT HAND]

PHOTO



LITTLE RING MIDDLE FORE THUMB  
[LEFT HAND]

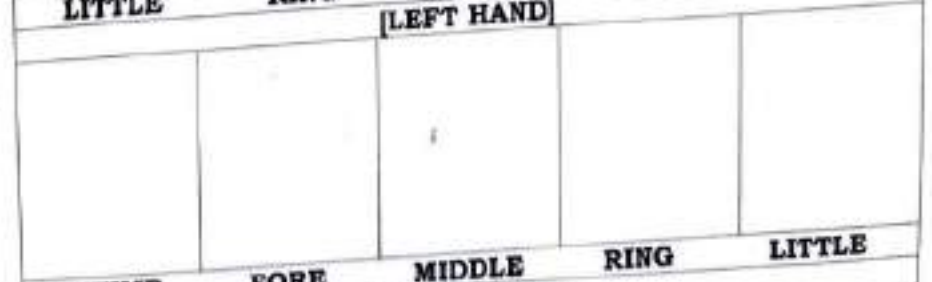


THUMB FORE MIDDLE RING LITTLE  
[RIGHT HAND]

PHOTO



LITTLE RING MIDDLE FORE THUMB  
[LEFT HAND]



THUMB FORE MIDDLE RING LITTLE  
[RIGHT HAND]

## Major Information of the Deed

Deed No :	I-1523-09386/2018	Date of Registration	16/08/2018
Query No / Year	1523-1000230995/2018	Office where deed is registered	
Query Date	14/08/2018 3:23:29 PM	A D S R RAJARHAT, District North 24-Parganas	
Applicant Name, Address & Other Details	SUPROTIM SAHA MONOLATA BA 12/2B DESHBANDHU NAGAR Thana Baguiati District North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No 9830124656 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 6,00,000/-]		
Set Forth value	Market Value		
Rs. 6,00,000/-	Rs 1,29,82,643/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article 48(g))	Rs. 6,021/- (Article E. E. B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S. - Rajarhat, Municipality BIDHANNAGAR MUNICIPALITY CORPORATION, Road Shastri Bagan(Raghunathpur), Mouza: Raghunathpur

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-761	LR-193	Bastu	Shali	3 Katha	3,00,000/-	72,44,998/-	Width of Approach Road: 18 Ft.
L2	LR-746	LR-1495	Bastu	Shali	2 Katha 1 Chatak 2 Sq Ft	2,00,000/-	49,87,645/-	Width of Approach Road: 18 Ft.
<b>TOTAL :</b>					<b>8.3577Dec</b>	<b>5,00,000 /-</b>	<b>122,32,643 /-</b>	
<b>Grand Total :</b>					<b>8.3577Dec</b>	<b>5,00,000 /-</b>	<b>122,32,643 /-</b>	










### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
Gr Floor: Area of floor 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure 0Year, Roof Type Pucca, Extent of Completion Complete					
Floor No. 1, Area of floor 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure 0Year, Roof Type Pucca, Extent of Completion Complete					
<b>Total</b>		<b>1000 sq ft</b>	<b>1,00,000 /-</b>	<b>7,50,000 /-</b>	

Major Information of the Deed I-1523-09386/2018 16/08/2018

Sl No and Lord Details :

Name, Address, Photo, Finger print and Signature

Sl No	Name	Photo	Fingerprint	Signature
1	<p><b>Mr ANIMESH CHOWDHURY</b>            Son of Late SAROJ KANTO CHOWDHURY            Executed by: Self, Date of Execution: 16/08/2018            , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office</p>	 16/08/2018	 LTI 16/08/2018	 16/08/2018
<p>DC 13 SHASTRI BAGAN, P.O:- DESHBANDHU NAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACOPC0456G, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office</p>				
2	<p><b>Mr ARINDAM CHOWDHURY</b>            Son of Late SAROJ KANTI CHOWDHURY            Executed by: Self, Date of Execution: 16/08/2018            , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office</p>	 16/08/2018	 LTI 16/08/2018	 16/08/2018
<p>DC 13 SHASTRI BAGAN, P.O:- DESHBANDHUNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: ACYPC1954D, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office</p>				
3	<p><b>Mr ASHIM CHOWDHURY</b>            Son of Late KANOJ KANTI CHOWDHURY            Executed by: Self, Date of Execution: 16/08/2018            , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office</p>	 16/08/2018	 LTI 16/08/2018	 16/08/2018
<p>DC 13 SHASTRI BAGAN, P.O:- DESHBANDHU NAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AEUPC4051R, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office</p>				

Major Information of the Dead :- I-1523-09386/2018-16/08/2018

24/08/2018 Query No:-15231000230995 / 2018 Deed No / 152309386 / 2018. Document is digitally signed

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Name	Photo	Fingerprint	Signature
<b>Mr MANOJ KANTI CHOWDHURY</b> Son of Late NANI MOHON CHOWDHURY Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office	 16/08/2018	 LTI 16/08/2018	 16/08/2018

DC 13 SHASTRI BAGAN, P.O:- DESHBANDHUNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BHYP7276A, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office










Name	Photo	Fingerprint	Signature
<b>Smt PADMA CHOWDHURY</b> Daugther of Late DHIRENDRA PRASAD SAHA Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office	 16/08/2018	 LTI 16/08/2018	 16/08/2018

DC 13 SHASTRI BAGAN, P.O:- DESHBANDHU NAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BHYP7275D, Status :Individual, Executed by: Self, Date of Execution: 16/08/2018 , Admitted by: Self, Date of Admission: 16/08/2018 ,Place : Office

**Developer Details :**




SI No	Name,Address,Photo,Finger print and Signature
1	<b>THE JMT CONSTRUCTION</b> ARUNA ABASAN II ARUNACHAL HATIARA, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAJFT2227M, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr DEBENDRA NATH DUTTA (Presentant)</b>            Son of Late DUKHI RAM DUTTA            Date of Execution - 16/08/2018, , Admitted by: Self, Date of Admission: 16/08/2018, Place of Admission of Execution: Office         </td> <td>   Aug 16 2018 3:53PM         </td> <td>   LTI 16/08/2018         </td> <td>   16/08/2018         </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr DEBENDRA NATH DUTTA (Presentant)</b> Son of Late DUKHI RAM DUTTA Date of Execution - 16/08/2018, , Admitted by: Self, Date of Admission: 16/08/2018, Place of Admission of Execution: Office	 Aug 16 2018 3:53PM	 LTI 16/08/2018	 16/08/2018
Name	Photo	Finger Print	Signature						
<b>Mr DEBENDRA NATH DUTTA (Presentant)</b> Son of Late DUKHI RAM DUTTA Date of Execution - 16/08/2018, , Admitted by: Self, Date of Admission: 16/08/2018, Place of Admission of Execution: Office	 Aug 16 2018 3:53PM	 LTI 16/08/2018	 16/08/2018						

Major Information of the Deed :- I-1523-09386/2018-16/08/2018

HATIARA SARADA PALLY, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AHJPD2014K Status : Representative, Representative of : THE JMT CONSTRUCTION (as DEVELOPER)

2	Name	Photo	Finger Print	Signature
	<b>Mr AJAY GHOSH</b> Son of Mr LAXMI NARAYAN GHOSH Date of Execution - 16/08/2018, , Admitted by: Self, Date of Admission: 16/08/2018, Place of Admission of Execution: Office	 <small>Aug 16 2018 4:01PM</small>	 <small>L1 16/08/2018</small>	 <small>16/08/2018</small>
DC 104 NARAYANTALA WEST, P.O:- NARAYANTALA, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: ANHPG0136D Status : Representative, Representative of : THE JMT CONSTRUCTION (as DEVELOPER)				

**Identifier Details :**

**Name & address**

Mr PRANAB MAJUMDER  
 Son of Mr P MAJUMDER  
 PROMODGARH, P.O:- GOURANGANAGAR, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700159, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, Identifier Of Mr ANIMESH CHOWDHURY, Mr ARINDAM CHOWDHURY Mr ASHIM CHOWDHURY, Mr MANOJ KANTI CHOWDHURY, Smt PADMA CHOWDHURY, Mr DEBENDRA NATH DUTTA, Mr AJAY GHOSH

16/08/2018



Major Information of the Deed - I-1523-09386/2018-16/08/2018

24/08/2018 Query No.-15231000230695 / 2018 Deed No I - 152309386 / 2018. Document is digitally signed

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**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr ANIMESH CHOWDHURY	THE JMT CONSTRUCTION-0.99 Dec
2	Mr ARINDAM CHOWDHURY	THE JMT CONSTRUCTION-0.99 Dec
3	Mr ASHIM CHOWDHURY	THE JMT CONSTRUCTION-0.99 Dec
4	Mr MANOJ KANTI CHOWDHURY	THE JMT CONSTRUCTION-0.99 Dec
5	Smt PADMA CHOWDHURY	THE JMT CONSTRUCTION-0.99 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr ANIMESH CHOWDHURY	THE JMT CONSTRUCTION-0.681542 Dec
2	Mr ARINDAM CHOWDHURY	THE JMT CONSTRUCTION-0.681542 Dec
3	Mr ASHIM CHOWDHURY	THE JMT CONSTRUCTION-0.681542 Dec
4	Mr MANOJ KANTI CHOWDHURY	THE JMT CONSTRUCTION-0.681542 Dec
5	Smt PADMA CHOWDHURY	THE JMT CONSTRUCTION-0.681542 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr ANIMESH CHOWDHURY	THE JMT CONSTRUCTION-200.00000000 Sq Ft
2	Mr ARINDAM CHOWDHURY	THE JMT CONSTRUCTION-200.00000000 Sq Ft
3	Mr ASHIM CHOWDHURY	THE JMT CONSTRUCTION-200.00000000 Sq Ft
4	Mr MANOJ KANTI CHOWDHURY	THE JMT CONSTRUCTION-200.00000000 Sq Ft
5	Smt PADMA CHOWDHURY	THE JMT CONSTRUCTION-200.00000000 Sq Ft



Major information of the Deed :- I-1523-09386/2018-16/08/2018

24/08/2018 Query No - 15231900230995 / 2018 Deed No - 1 - 152309386 / 2018 Document is digitally signed

## Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Shastri Bagan(Raghunathpur), Mouza: Raghunathpur

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 761(Corresponding RS Plot No:- 761), LR Khatian No:- 193	Owner:কলোজকাটি চৌধুরী, Gurdian:নবীমোহন চৌধুরী, Address:পাং- রঘুনাথ পুর, Classification:বাড়,
L2	LR Plot No:- 746(Corresponding RS Plot No:- 746), LR Khatian No:- 1495	

Endorsement For Deed Number : I - 152309386 / 2018

On 14-08-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,29,82,643/-

Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 16-08-2018

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

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

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

Presented for registration at 14:38 hrs on 16-08-2018, at the Office of the A.D.S.R. RAJARHAT by Mr DEBENDRA NATH DUTTA .

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

Execution is admitted on 16/08/2018 by 1. Mr ANIMESH CHOWDHURY, Son of Late SAROJ KANTO CHOWDHURY, DC 13 SHASTRI BAGAN, P.O: DESHBANDHU NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Business, 2. Mr ARINDAM CHOWDHURY, Son of Late SAROJ KANTI CHOWDHURY, DC 13 SHASTRI BAGAN, P.O: DESHBANDHUNAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Service, 3. Mr ASHIM CHOWDHURY, Son of Late KANUJ KANTI CHOWDHURY, DC 13 SHASTRI BAGAN, P.O: DESHBANDHU NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Business, 4. Mr MANOJ KANTI CHOWDHURY, Son of Late NANI MOHON CHOWDHURY, DC 13 SHASTRI BAGAN, P.O: DESHBANDHUNAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Business, 5. Smt PADMA CHOWDHURY, Daughter of Late DHIRENDRA PRASAD SAHA, DC 13 SHASTRI BAGAN, P.O: DESHBANDHU NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession House wife

Indelified by Mr PRANAB MAJUMDER, . . Son of Mr P MAJUMDER, PROMODGARH, P.O: GOURANGANAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by profession Service

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

Execution is admitted on 16-08-2018 by Mr AJAY GHOSH, DEVELOPER, THE JMT CONSTRUCTION, ARUNA ABASAN II ARUNACHAL HATIARA, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Major Information of the Deed :- I-1523-09386/2018-16/08/2018

24/08/2018 Query No -15231000230995 / 2018 Deed No: I - 152309386 / 2018, Document is digitally signed

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Identified by Mr PRANAB MAJUMDER, , Son of Mr P MAJUMDER, PROMODGARH, P.O: GOURANGANAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by profession Service Execution is admitted on 16-08-2018 by Mr DEBENDRA NATH DUTTA, DEVELOPER, THE JMT CONSTRUCTION, ARUNA ABASAN II ARUNACHAL HATIARA, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by Mr PRANAB MAJUMDER, , Son of Mr P MAJUMDER, PROMODGARH, P.O: GOURANGANAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by profession Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,021/- ( B = Rs 6,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2018 10:46AM with Govt. Ref. No: 192018190275519111 on 16-08-2018, Amount Rs: 6,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00SJGCB6 on 16-08-2018, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

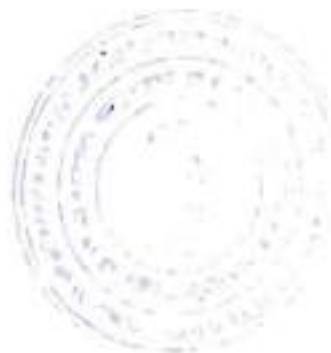
Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 19,921/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 84807, Amount Rs.100/-, Date of Purchase: 01/08/2018, Vendor name: AMAL KUMAR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2018 10:46AM with Govt. Ref. No: 192018190275519111 on 16-08-2018, Amount Rs: 19,921/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00SJGCB6 on 16-08-2018, Head of Account 0030-02-103-003-02

Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal



Major Information of the Deed :- I-1523-09386/2018-16/08/2018

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1523-2018, Page from 309881 to 309942  
being No 152309386 for the year 2018.



Digitally signed by DEBASISH DHAR  
Date: 2018.08.24 12:25:52 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 24-08-2018 12:25:24 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

# RAJARHAT GOPALPUR MUNICIPALITY

Rajarhat Gopalpur Municipality

FORM 10 [Vide Rule 61]

PROPERTY TAX RECEIPT

Assessment No : 200331108302

Receipt No : 20033167765

Receipt Date : 01/07/2014

Name of the Assesse : INDRANI CHOUDHURY , BHARATI CHOUDHURY ,  
PADMA CHOUDHURY

Holding No : 21

Ward No : 23

Locality/Street : Block-F

Received the sum of Rs. 7604.00 (in words) Seven thousand Six Hundred Four Rupees only  
on account of property tax and surcharge as detailed below :

### Details of Payment

	Details of Arrear Received (Year wise)					Current (2014 - 2015)				
	Year(Others)	2011-2012	2012-2013	2013-2014	Total Arrears (2013-2014-1 To 2013-2014-4)	1st Qtr Amount	2nd Qtr Amount	3rd Qtr Amount	4th Qtr Amount	Total Amount
Property Tax	0.00	0.00	0.00	6680.00	6680.00	240.00	240.00	240.00	240.00	7640.00
Rebate on Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	12.00	12.00	12.00	36.00
Surcharge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rebate on Surcharge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Amount :										7604.00

Paid At :

  
Signature of authorized person

Paymode : Cash

Collecting Sarkar/Counter : PRAD/UT DEY

Signature of the Chairman/Vice-Chairman/Executive Officer

**RAJARHAT GOPALPUR MUNICIPALITY**  
Rajarhat Gopalpur Municipality

FORM 10 [Vide Rule 61]

PROPERTY TAX RECEIPT

Assessment No : 200331108792

Receipt No : 20031168660

Receipt Date : 03/07/2014

Name of the Assessee : MANOJ KANTI CHOWDHURY, [NDRAN]  
CHOWDHURY, ANIMESH CHOWDHURY, ARINDAM  
CHOWDHURY, BHARATI CHOWDHURY, ASHIM  
CHOWDHURY, & ORS

Holding No : 22

Ward No : 23

Locality/Street : Block-F

Received the sum of Rs. 2889.00 (in words) Two thousand Eight Hundred Eighty-Nine Rupees only  
on account of property tax and surcharge as detailed below :

Details of Payment

	Details of Arrear Received (Year wise)					Current (2014 - 2015)					Total Amount
	Year(Others)	2011-2012	2012-2013	2013-2014	Total Arrears (2013-2014-1 To 2013-2014-4)	1st Qtr Amount	2nd Qtr Amount	3rd Qtr Amount	4th Qtr Amount		
Property Tax	0.00	0.00	0.00	2550.00	2550.00	88.00	88.00	88.00	88.00	2902.00	
Rebate on Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	4.40	4.40	4.40	13.20	
Surcharge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rebate on Surcharge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Amount :										2888.80	
Round off Amount :										0.20	
Net Amount :										2889.00	

Paid At



Signature of any authorised person

Paymode : Cash

Collecting Sarkar/Counter : PRADYUT DEY

Signature of the Chairman/Vice-Chairman/Executive Officer