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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

[Signature]
 Advt. Dist. Sub-Registrar
 Sodepur, North 24 Parganas

DEVELOPMENT AGREEMENT

19 DEC 2023

THIS DEVELOPMENT AGREEMENT is made on this 19th day of December, 2023 (Two Thousand Twenty Three) of the Christian Era.

[Signature]
 (Bidhan Ch. Chowdhury)

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M. B. CONSTRUCTION
[Signature]
 Proprietor

[Signature]
 19/12/23
 11:28 A.M.
 9-2-3034558/23
 Advt. Dist. Sub-Registrar
 Sodepur, North 24 Parganas

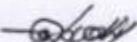
19 DEC 2023

MR. BISHWAJIT DUTTA (PAN : BEJPD1849A), son of Sri Tapan Dutta, by ^{Nationality - Indian} faith - Hindu, by occupation - Business, residing at - Mohispota (Dakshinayan), P.O. Natagarh, P.S. Ghola, District - North 24 Parganas, Kolkata -700 113, in the State of West Bengal, India, hereinafter called and referred to as the **FIRST PARTY/LAND OWNER** (Which expression shall unless repugnant to the contempt be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

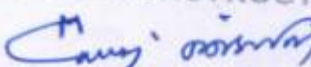
AND

M. B. CONSTRUCTION, a Proprietorship concern, having its Office at - Babanpur, Birnagar (Lock Gate), P.O. Bengal Enamel, P.S. Titagr, District - North 24 Parganas, Pin Code - 743122, in the State of West Bengal, India, represented by its Proprietor :- SRI MANOJ BISWAS (PAN -AMEPB5726A; AADHAAR NO: 6069 2866 0133), son of Late Haripada Biswas, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at - Babanpur, Birnagar (Lock Gate), P.O. Bengal Enamel, P.S. Titagr, District - North 24 Parganas, Pin Code - 743122, in the State of West Bengal, India, hereinafter called and referred to as the **SECOND PARTY/ DEVELOPER/PROMOTER** (Which expression shall unless repugnant to the context be deemed to include its successors, successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS ; One **Sadananda Das** purchased all that piece and parcel of Bastu land measuring 08 Decimals equivalent to 05 Cottahs, lying and situated at District - North 24 Parganas, Additional District Sub-Registrar Office Barrackpore (formerly), presently Sodepore, P.S. Khardah (formerly), presently Ghola, J.L. No. 14, H.B. Industrial Development Company Limited Scheme Plot No. 334, C.S. Plot No. 806, within the jurisdiction of Panihati Municipality, Ghola D Block, by


(Bidhan Ch. Chowdhury)

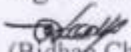
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M. B. CONSTRUCTION

Proprietor

Bishwajit Dutta

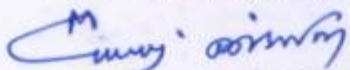
virtue of registered Deed of Sale dated 20.08.1955, registered in the office of the Sub-Registrar Barrackpore, North 24 Parganas and recorded in Book No. I, Volume Number 52, pages from 69 to 70, being Deed No. 2668 from H.B. Industrial Development Company Limited and after purchasing the same the said Sadananda Das remained in peaceful possession and enjoyment of the same with his family members. Said Sadananda Das died intestate in the year 1982 leaving behind him as his legal heirs and successors his wife (Smt. Golapi Sundori Das), daughter (Smt. Renubala Das) and son (Nimai Das) and they jointly inherited the land left behind by Sadananda Das, since deceased.

AND WHEREAS ; while in such possession and enjoyment of the said land, Smt. Golapi Sundori Das and Renubala Das jointly gifted their undivided $\frac{2}{3}$ rd share measuring 3 Cottah 3 Chittacks 29 Sq.Ft., more or less, along with R.T. Shed Structure standing thereupon, to Nimai Das by virtue of a Deed of Gift dated 10.10.2002 registered in the office of the District Sub-Registrar, North 24 Parganas, Barasat and recorded in Book No. I, Volume Number 97, pages from 97 to 104, being Deed No. 5059 for the year 2002 and upon receipt of the same said Nimai Das along with his inherited undivided $\frac{1}{3}$ rd share became the sole and absolute owner of the entire of the said Bastu land measuring 08 Decimals equivalent to 05 Cottahs, more or less, lying and situated at District – North 24 Parganas, Additional District Sub-Registrar Office Barrackpore (formerly), presently Sodepore, P.S. Khardah (formerly), presently Ghola, Mouza – Ghola, J.L. No. 14, Re. Su. No. 103, Touzi No. 6, R.S. Dag No. 106, corresponding to L.R. Dag No. 1030, under L.R. Khatian No. 3110, within the jurisdiction of Panihati Municipality, under Ward No. 30, Holding No. 87, Ghola D Block and remain in peaceful possession and enjoyment of the same with his family members. Said Nimai Das died intestate on 12.07.2010 leaving behind him as his legal heirs and successors his wife (Smt. Rajlaxmi Das) and 5 daughters namely


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M. B. CONSTRUCTION

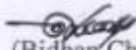

Proprietor

Smt. Pramila Das (wife of Sri Swapan Kumar Das), Smt. Basanti Biswas (wife of Sri Chittaranjan Biswas), Smt. Pratima Chowdhury (wife of Sri Ashok Chowdhury), Smt. Nilima Das (daughter of Late Nimai Das) and Smt. Eti Das (wife of Sri Kamalesh Das) and they jointly inherited to the extent of 1/6th share each of the land left behind by Nimai Das, since deceased.

AND WHEREAS ; while in such possession and enjoyment of the undivided share as aforesaid Smt. Rajlaxmi Das (wife of Late Nimai Das) gifted her undivided 1/6th share of land measuring 13 Chittacks 15 Sq.Ft., more or less, along with 60 Sq.Ft. R.T. Shed standing thereupon to her grandson (daughter's son i.e. Pramila Das's son) Sri Palash Das (son of Sri Swapan Kumar Das) by way of a Deed of Gift dated 21.01.2015 registered in the office of the A.D.S.R. Sodepur, North 24 Parganas and recorded in Book No. 1, C.D. Volume Number 1, pages from 7822 to 7845, being Deed No. 00348 for the year 2015.

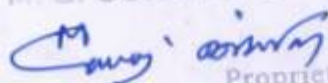
AND WHEREAS ; thus by virtue of the Deed of Gift as aforesaid Palash Das became the owner of the undivided 1/6th share (measuring 13 Chittacks 15 Sq.Ft., more or less,) out of the aforesaid land measuring 5 Cottahs, more or less and his mother Smt. Pramila Das became the owner of the undivided 1/6th share (measuring 13 Chittacks 15 Sq.Ft., more or less,) out of the aforesaid land measuring 5 Cottahs, more or less. Hence Palash Das and Smt. Pramila Das jointly became the owner of undivided 2/6th share (measuring 1 Cottah 10 Chittacks 30 Sq.Ft., more or less,) out of the aforesaid land measuring 5 Cottahs, more or less, by virtue of Gift and inheritance having full power, absolute authority to deal with their undivided share in any manner whatsoever as per the provisions of the Transfer of Property Act, 1882.

AND WHEREAS ; thereafter Smt. Pramila Das and Palash Das (respectively wife and son of Sri Swapan Kumar Das) jointly sold, conveyed and


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M. B. CONSTRUCTION


Proprietor

transferred their undivided 2/6th share (measuring 1 Cottah 10 Chittacks 30 Sq.Ft., more or less,) along with undivided R.T. shed measuring 120 Sq.Ft. standing thereupon, out of the aforesaid land measuring 5 Cottahs, more or less, to Sri Bishwajit Dutta (the Land Owner herein) by virtue of a Deed of Conveyance dated 16th day of March, 2021 registered in the office of the A.D.S.R. Sodepur, North 24 Parganas and recorded in Book No. I, Volume Number 1524-2021, page from 85710 to 85740, being No. 152402231 for the year 2021 and by virtue of the purchase as aforesaid the Land Owner herein became the absolute owner of the undivided 2/6th share (measuring 1 Cottah 10 Chittacks 30 Sq.Ft., more or less,) along with undivided R.T. shed measuring 120 Sq.Ft. standing thereupon (herein after referred to as the FIRST SCHEDULE mentioned land), out of the aforesaid land measuring 5 Cottahs, more or less and is in peaceful possession and enjoyment of the same without any encumbrances from any corner whatsoever.

AND WHEREAS ; while in such possession and enjoyment of the aforesaid undivided share of land i.e. the FIRST SCHEDULE mentioned land, the Land Owner herein recorded his name in the L.R. Settlement Record of Right as Rayata in respect of the aforesaid land of L.R. Dag No. 1030 under L.R. Khatian No. 10953 in his own name and also recorded his name in the records of the local Panihati Municipality in respect of the aforesaid land under Holding No. 74, Ghola D Block, Ward No. 30 along with the other co-sharers of the aforesaid total land measuring 5 Cottahs.

AND WHEREAS ; since after such purchase, L.R. record and municipality mutation the Land Owner herein is in peaceful possession and enjoyment of the undivided 2/6th share of land along with the R.T. Shed standing thereupon i.e. the FIRST SCHEDULE mentioned land, simultaneously with the other co-sharers of the total land measuring about 5 Cottahs.


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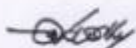
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M. B. CONSTRUCTION

Proprietor

AND WHEREAS ; the Land Owner herein (**Bishwajit Dutta**) being desirous to construct a multistoried building on the FIRST SCHEDULE mentioned land but due to insufficient fund, lack of technical expertise and want of required time due to pre-engagement of his respective work, the Land Owner herein could not materialize his such desire to construct a building and/or buildings on the FIRST SCHEDULE mentioned land and was searching for a reputed Promoter/Developer who would construct multi-storied building on the FIRST SCHEDULE mentioned land under certain terms and conditions inter alia at its own costs and expenses after obtaining necessary sanction from the competent authority and having come to know such desire and/or intention of the Land Owner herein, the Developer/Promoter herein approached the Land Owner herein to allow the Developer/Promoter i.e. **M. B. CONSTRUCTION** to construct the said proposed multi - storied building on his land/premises i.e. the FIRST SCHEDULE mentioned land.

AND WHEREAS ; the Land Owner herein further shown his intention to the present Developer/Promoter herein **M. B. CONSTRUCTION**, a Proprietorship concern, having its Office at – Babanpur, Birnagar (Lock Gate), P.O. Bengal Enamel, P.S. Titagrh, District – North 24 Parganas, Pin Code – 743122, in the State of West Bengal, India, **represented by its Proprietor :- SRI MANOJ BISWAS (PAN –AMEPB5726A; AADHAAR NO: 6069 2866 0133)**, son of Late Haripada Biswas, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at – Babanpur, Birnagar (Lock Gate), P.O. Bengal Enamel, P.S. Titagrh, District – North 24 Parganas, Pin Code – 743122, in the State of West Bengal, India, hereinafter referred to as the Developer/Promoter, for Developing the FIRST SCHEDULE mentioned land and also shown its financial incapability, technical expertise for which the Developer/Promoter herein approached the Land


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Owner herein and expressed its intention to develop the FIRST SCHEDULE mentioned land according to the Building Plan to be approved and sanctioned by the Panihati Municipality.

AND WHEREAS ; the land owner agreed to authorize the Developer/Promoter to construct a Multi – storied building over the FIRST SCHEDULE mentioned land according to the Building Plan to be approved by the Panihati Municipality as specification with floors, plans, elevation sections made in compliance with the statutory requirements in the FIRST SCHEDULE mentioned land at the cost of the Developer/Promoter on the terms and conditions stipulated hereunder.

AND WHEREAS ; at or before execution of this Agreement the Land Owner herein has represented to the Developer/Promoter herein as follows :

- (a) That the Land Owner herein has full power and absolute authority and there is no legal bar to enter into this Agreement.
- (b) That except the above named Land Owner no one else has any right, title, interest, claim or demand in any manner whatsoever and/or howsoever over the FIRST SCHEDULE mentioned land.
- (c) That there is no notice of acquisition and/or requisition or any case or proceeding, either civil or criminal in nature, is pending in any Court of Law regarding the FIRST SCHEDULE mentioned land.
- (d) That the Land Owner herein has not entered into any Agreement for Sale, Development Agreement, Lease, Assignment or otherwise with regard to the FIRST SCHEDULE mentioned land.
- (e) That the FIRST SCHEDULE mentioned land is free from all encumbrances, charges, liens, lispens, attachments whatsoever and/or howsoever.


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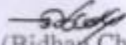
AND WHEREAS ; relying upon the aforesaid representations made by the Land Owner herein, the Developer/Promoter herein has agreed to enter into this Agreement with the Land Owner herein in respect of the FIRST SCHEDULE mentioned land on the terms and conditions hereunder appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

ARTICLE I

DEFINITIONS

1. **OWNER** :- Shall mean SRI BISHWAJIT DUTTA as the absolute owner and his legal heirs, successors, executors, legal representatives, administrators, nominees and/or assigns, as the case may be.
2. **DEVELOPER** :- Shall mean M. B. CONSTRUCTION, a Proprietorship concern, having its Office at – Babanpur, Birnagar (Lock Gate), P.O. Bengal Enamel, P.S. Titagrh, District – North 24 Parganas, Pin Code – 743122, in the State of West Bengal, India. **represented by its Proprietor** :- SRI MANOJ BISWAS (PAN – AMEPB5726A; AADHAAR NO: 6069 2866 0133), son of Late Haripada Biswas, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at – Babanpur, Birnagar (Lock Gate), P.O. Bengal Enamel, P.S. Titagrh, District – North 24 Parganas, Pin Code – 743122, in the State of West Bengal, India and its heirs, successors, successors-in-office, executors, legal representatives, administrators, nominees and/or assigns, as the case may be.
3. **LAND/PREMISES** :- Shall mean and include ALL THAT piece and parcel of the undivided 2/6th share (measuring 1 Cottah 10 Chittacks 30 Sq.Ft., more or less,) along with undivided R.T. shed measuring 120 Sq.Ft. standing thereupon, out of the total land measuring 5 Cottahs, more or less, lying and situated in Mouza – Ghola, J.L. No. 14, Re. Su. No. 103, Touzi No. 6, R.S. Dag No. 106,


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corresponding to L.R. Dag No. 1030, under L.R. Khatian No. 10953, within the local limits of Panihati Municipality, under Ward No. 30, Holding No. 74, Ghola D Block, District – North 24 Parganas, within the jurisdiction of Additional District Sub-Registrar Office Barrackpore (formerly), presently Sodepore, P.S. Khardah (formerly), presently Ghola, which is more fully and particularly described in the FIRST SCHEDULE hereunder written.

4. **BUILDING** :- Shall mean and include multi storied building consisting several flats/shop/garage and floors etc. proposed to be constructed at Holding No. 74, Ward No. 30, under the Panihati Municipality, at Ghola D Block, P.S. Ghola (as described in the FIRST SCHEDULE hereunder written), which will be constructed in accordance with the building plan to be sanctioned by the Panihati Municipality and shall include other spaces intended for the use and enjoyment in common amongst the respective apartment owners of the proposed multistoried building.

5. **FLOOR AREA RATIO** :- Shall mean constructed area available for the purpose of getting sanctioned plan of the newly proposed building from the Panihati Municipality for construction purpose at the FIRST SCHEDULE mentioned land as per the amended building regulation under the West Bengal Municipal Act, 1993.

6. **COMMON FACILITIES AND AREA** :- Shall mean and include passages, ways, landing, lobbies, corridors, stair-case, lift, roof, water pump, common lavatories, pump room, underground water reservoir, over head water tank, partition wall, motor, parapite wall etc. and other spaces and facilities whatsoever necessary for the establishment, provisions, maintenance and/or management of the newly proposed building and/or common facilities or any of them thereon, as the case may be.

7. **SALEABLE SPACE** :- Shall mean the space of the Developer's Allocation in the newly proposed building which is available for independent use and occupation after making due provisions for Owner's Allocation and common facilities and the space required there for.
8. **PROPORTIONATE OR PROPORTIONATELY** :- Shall mean the proportion which the super built up area of any Unit be to the super built up area of all the Units in the said building PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental income or user of the respective Units by the co-owner respectively.
9. **OWNER'S ALLOCATION** :- Shall mean and include –
- (a) The Owner will get one self contained Flat in total measuring about 600 Sq.Ft. of Covered Area with the proportionate share of Lift, Stair and Lobby on the Top Floor South-West Side of the newly constructed building.
 - (b) The Owner will get a total sum of Rs.2,00,000/- (Rupees Two Lakh) only at the time of execution and registration of this Development Agreement.
10. **DEVELOPER'S ALLOCATION** :- Shall mean the remaining construction area of the newly proposed building after providing the Owner's Allocation in the newly proposed building.
11. **ARCHITECT/LICENSED BUILDING SURVEYOR** :- Shall mean any qualified person or persons and/or firm or firms appointed or nominated by the Developer for design and planning of the newly proposed building to be constructed at the FIRST SCHEDULE mentioned land.

12. **BUILDING PLAN** :- Shall mean the plan or plans to be prepared by the registered Architect for construction of the newly proposed building to be sanctioned by the Panihati Municipality. The Developer shall prepare the building plan taking into consideration the total area of the FIRST SCHEDULE mentioned land.

13. **TRANSFER** :- Shall mean, with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transferred of space in the newly constructed building to the intending Purchaser(s) thereof.

14. **TRANSFeree** :- Shall mean a person, persons, firm, association to whom any space in the said newly proposed building at the FIRST SCHEDULE mentioned land to be transferred by virtue of these in the natural and legal process for the lawful progress.

15. **WORD** :- singular shall include plural and vice versa.

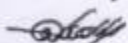
16. **MASCULINE** :- Shall include the feminine and neuter gender and vice versa.

17. **ROOF** :- Shall mean and include the roof of the entire building excluding the space required for installation of overhead water tank. The Land Owner with the Developer shall have common right to use the roof, but the ownership of the top roof will remain with the Developer, staircase, covered spaces at the top of the building and required balance vacant space will be in use for common purpose.

ARTICLE II

DATE OF COMMENCEMENT

This Agreement shall remain in effect on and from the date of signing this Development Agreement till the completion and handing over of the newly


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proposed building, subject to fulfillment of all terms and conditions hereunder contained on the part of the Owner and Developer, the Owner and Developer shall use their good offices for fulfillment and achievement of the said construction, but if it is found either by the Owner or the Developer that after taking their best efforts fulfillment does not come in force within 24 months from the date of sanction of the building plan from the Panihati Municipality, but time may be extended during the duration of the FORCE MAJURE. Time is the essence of the contract.

ARTICLE III

OWNER'S RIGHT AND REPRESENTATION

- [1] That the Land Owner is seized and possessed of and/or otherwise and sufficiently entitled to the FIRST SCHEDULE mentioned land.
- [2] That the said land is free from all encumbrances charges, liens, lispends, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever, and the land owners have a clear and marketable title in respect of the said land morefully and particularly described in the FIRST SCHEDULE hereunder written.
- [3] That if for any fault of the Land Owner the development works stops, in that event the Land Owner is fully responsible for that and pay full compensation to the Developer at the market value, as early as possible.
- [4] That the Developer herein at its own cost demolish the existing old dilapidated condition structure which was at present lying over the aforesaid property and after erecting the new proposed building upon the FIRST SCHEDULE mentioned land shall handover the peaceful vacant possession to the Land Owner as per Owner's Allocation.
- [5] That the Land Owner shall execute proper conveyances in favour of the Purchaser(s) nominated by the Developer in which the Land Owner shall make such other person or persons, if any, join, if necessary as convincing, confirming or


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assuring party or parties, as the case may be, to pass and convey an absolute title unto the Purchaser(s) without any financial and/or other liabilities whatsoever between the Developer and intending Purchaser(s) or to redeem any charges or encumbrances regard to title to the premises.

[6] That on or before commencement of the construction works of foundation of the proposed new multi storied building, the Land Owner shall handover to the Developer all original Deeds, previous Title Deeds, B.L.&L.R.O. Record of Right, Municipality Mutation Certificate and such other original documents and the Developer shall handover the same to the Secretary of the Flat Owner's Association to be formed after completion of the newly proposed building.

[7] That the Land Owner hereby agreed that the Developer may sanction the building plans and revise building plans from the Panihati Municipality as per sole discretion of the Developer after delivery of possession of the Land Owner.

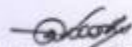
ARTICLE IV

DEVELOPER'S REPRESENTATION

[1] The Developer hereunder take to carry out the work or development of the said Land and for construction of the building consisting of several self contained flats/shop/garage and other constructions thereupon in accordance with the plan sanctioned by the Panihati Municipality.

[2] The land owner handed over all the Xerox copies of the Deeds and other documents relating to the said property to the developer. The developer shall complete the investigation of the market ability of the title schedule plot of land.

[3] The land owner will grant to the developer a registered Development Power of Attorney to do all acts, deeds and things as required for the purpose of promotion as well as residential with commercial exploitation of the schedule plot of land and also for the purpose of execution of the agreement for sale with the intending Flat/Shop/Garage Purchaser/s in respect of his/her/ their demand(s).


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[4] That within **24 (Twenty Four) months** from the date of sanctioning of the building plan the multistoried building shall be completed by the Developer.

ARTICLE V

DEVELOPER'S AUTHORITY

[1] The land owner hereby appoints the developer as the builder and/or promoter for the purpose of the development of the said premises and/or construction of the residential cum commercial building as per the scheme of the development as herein agreed. The developer hereby also confirms this appointment.

[2] The land owner doth hereby entrust the work of development of the said premises on the terms and conditions contained in this agreement.

[3] The developer's has right to common uses of top floor of the said new premises.

[4] The developer shall carry out the work of development in respect of the said premises at his own risks.

[a] By constructing a commercial cum a residential building or other structures in or upon the said premises at its own costs and expenses.


[b] By allotting the owner allocation to the owner in time as per Article 'VI'.

ARTICLE VI

OWNER'S ALLOCATION

[1] That the Developer shall have every right to amalgamate the FIRST SCHEDULE mentioned property with the adjacent property of the developer herein and after amalgamation the developer shall get sanctioned building plan from the municipality and also construct the building upon the said amalgamated plot of land.

[2] The Land Owner shall be entitled to get a self contained flat having covered area of **600 Sq.ft.**, more or less , **On the South-West side** of the **Tof Floor** of the proposed multi-storied building to be constructed at the said amalgamated plot of


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land as per specification described in the Third Schedule hereunder written together with proportionate share of the land and proportionate share in the common areas and facilities are more particularly described in the Second Schedule hereunder written , attached to the said building (herein after referred to as **the Owner's share**).

[3] Be it mention that Developer shall also pay **Rs. 2,00,000/- (Rupees Two Lakh)** only by Cheque/Cash at the time of execution of this Development Agreement & Development Power of Attorney.

[4] That the works of construction of multi-storied building as per this agreement shall not be stopped due to disturbance as regards anything among the landowner and/or shall his own problem.

ARTICLE VII

PERIOD OF COMPLETION


[1] That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder.

[2] That the developer at its own costs and expenses with **24 months** from the date of sanctioning of the building plan by the Panihati Municipality shall complete the building which time may be extended for further period as shall be mutually be settled between the parties.

ARTICLE VIII

OWNER OBLIGATIONS AND COVENANTS

If the Developer strictly complied all the terms and conditions of this agreement that the owner will render his best co-operation and assistance to the Developer in the matter of development of the said plot or construction of the proposed building as may be from time to time necessary or required.


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ARTICLE IX
RATES AND TAXES

1. The Developer to pay all municipal Taxes, electric and telephone bills from the date of handing over possession of the said premises to the developer.
2. The Developer and the transferee of the flats and other space in the building shall bear and pay the proportionate amount of the Municipal taxes and other taxes and rates whatsoever on the Bastu of the areas of the flat and other spaces of the building as may required by him respectively.

ARTICLE X
MISCELLANEOUS CLAUSES

That the land owner will also grant a registered power of attorney as required for the purpose of registration of the deed of conveyance of Flat / unit/Shop/Garage in favour of the intending Purchaser(s).

ARTICLE XI
FORCE MAJURE


The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the FORCE MAJURE and shall be suspended from the obligation during the duration of the FORCE MAJURE or any other reason beyond the immediate control of the Developer.

ARTICLE XII
JURISDICTION

The High Court at Calcutta and its subordinate Courts of the District of North 24 Parganas shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the undivided 2/6th share (measuring 1 Cottah 10 Chittacks 30 Sq.Ft., more or less,) of "BASTU" land along with


(Bidhan Ch. Chowdhury)

Contd...17

undivided R.T. shed measuring 120 Sq.Ft. standing thereupon, out of the total land measuring 5 Cottahs, more or less, lying and situated in Mouza – Ghola, J.L. No. 14, Re. Su. No. 103, Touzi No. 6, R.S. Dag No. 106, corresponding to L.R. Dag No. 1030, under L.R. Khatian No. 10953, within the local limits of Panihati Municipality, under Ward No. 30, Holding No. 74, Ghola D Block, District – North 24 Parganas, within the jurisdiction of Additional District Sub-Registrar Office Barrackpore (formerly), presently Sodepore, P.S. Khardah (formerly), presently Ghola, Kolkata – 700110, in the State of West Bengal.

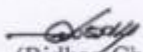
BUTTED AND BOUNDED BY :-

- ON THE NORTH :- 12 Feet Wide Common Road.
 ON THE SOUTH :- House of Sri Dinabandhu Das.
 ON THE EAST :- House of Late Sambhunath Das & Benubala Das.
 ON THE WEST :- House of Sri Niranjan Das.

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE BUILDING)

PART -I

SL. NO.	PARTICULARS	SPECIFICATION
1.	Building Type	: R.C.C. framed structure. Peripheral walls 8 inches thick and partition walls 5 inches and 3 inches thick. 1 st class brick to be used. cement sand mortar in appropriate ratio shall be used.
2.	User of building.	: Residential/commercial/semi-commercial and car parking unit/godown.
3.	Elevation	: As per architectural design.


 (Bidhan Ch. Chowdhury)


Contd...18

SL. NO.	PARTICULARS	SPECIFICATION
4.	Common areas.	: Marbonite floors and skirting, both interior and exterior Walls will be suitably painted with acrylic paint as per colour scheme.
5.	Lift well	: Cement finish.
6.	Roof	: Water proof treated.
7.	Boundary wall and parapet wall	: 5-inch brick wall as per architectural design.
8.	Lift	: 4-passenger high speed cab.
9.	Water supply	: Thru corporation water supply system.
10.	Gates, Doors and windows in the common areas.	: Main gate shall be made of MS grills/ wood and other doors and windows in the common areas and roof will be made of MS grills/ wood as per architectural design.
11.	Electrical wiring in the common areas	: Conduit wiring with fire retardant multi-strand copper wire, MCBs and modular switches.

(SPECIFICATION OF THE FLAT)

PART -II

SL. NO.	PARTICULARS	SPECIFICATION
1.	Structure and walls	: R.C.C. framed structure. Peripheral walls 8 inches thick and partition walls 5 inches and 3 inches thick. 1 st class brick in suitable cement sand mortar plastered.
2.	Floors and kirting	: Marbonite.
3.	Doors	: Wooden doorframe with flush door with necessary fittings.


(Bidhan Ch. Chowdhury)

Contd...19

SL. NO.	PARTICULARS	SPECIFICATION
4.	Windows	: Aluminium sliding window with glass pane and necessary fittings.
5.	Wall finish	: Wall putty on internal walls of the flat, Lime wash on other internal walls of the building and snowcem colour on outer walls.
6.	Sanitary	: Bathroom walls upto 6 feet with glazed tile, one white ceramic Indian type W.C. or western type W.C. with cistern, one washbasin, shower and two C. P. taps.
7.	Kitchen	: Wall on gas table upto 3 feet with glazed tiles. Kitchen Table made of Black Stone with partitions.
8.	Electrical installation	: Concealed wiring with copper wire and points as under : a) 2 Light Points, 1 Fan Point, and 1 Plug Point in each bed room, one A/c Point in each Flat. b) 2 Light Points, 1 Fan Points, and 2 Plug Points, 1 TV point, 1 Fridge point and 1 Cable outlet in drawing-cum-dining room; c) 1 Light Point, 1 Exhaust Fan Point, and 1 Plug Point in toilet and kitchen, 1 Geyser point in the Bath room; Required numbers of switches, plug bases, fuses, switchboard, junction box.
10.	Water supply	: Municipal water supply from the overhead reservoir.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS AND FACILITIES)

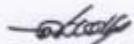
1. **AREA:-**
 - a) The land comprised in the said property;
 - b) All vertical & horizontal supports concerning the building;
 - c) The roof, parapet walls of the building and boundary wall gate;
 - d) Covered path, passages and portion;
 - e) Staircase, staircase landings and stair case room;
 - f) Lift well, Lift room, Lift cab and all its related equipment and devices and wiring.
 - g) All statutory open spaces and
 - h) Other spaces for installing electric devices, machinery, pumps, overhead water tanks and other common installations mentioned hereinafter.

2. **PLUMBING:** Water pumps, water reservoirs, water tank, water distribution network (save those inside the said flat/any other unit);

3. **ELECTRIC WIRING:** Wiring and accessories for lighting of the common areas of the building and wiring from the electric meter board to one point inside or at the main gate of the said flat.

4. **DRAINS:** Drains, septic tank, sewers and pipes etc. and related network ;

5. **OTHERS:** Other common areas and facilities installations and/or equipment as are provided in the building for common use and/or enjoyment of the flats.


(Bidhan Ch. Chowdhury)

Contd...21

THE FOURTH SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

[1] That the Developer shall have every right to amalgamate the FIRST SCHEDULE mentioned property with the adjacent property of the developer herein and after amalgamation the developer shall get sanctioned building plan from the municipality and also construct the building upon the said amalgamated plot of land.

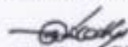
[2] The Land Owner shall be entitled to get a self contained flat having covered area of **600 Sq.ft.**, more or less , **On the South-West side** of the **Top Floor** of the proposed multi-storied building to be constructed at the said amalgamated plot of land as per specification described in the Third Schedule hereunder written together with proportionate share of the land and proportionate share in the common areas and facilities are more particularly described in the Second Schedule hereunder written , attached to the said building (herein after referred to as **the Owner's share**).

[3] Be it mention that Developer shall also pay **Rs. 2,00,000/- (Rupees Two Lakh)** only by Cheque/Cash at the time of execution of this Development Agreement & Development Power of Attorney.

[4] That the works of construction of multi-storied building as per this agreement shall not be stopped due to disturbance as regards anything among the landowner and/or shall his own problem.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)


Save and except Owner's Allocation as mentioned in the Fourth Schedule entire constructed area of the building to be raised by the Promoter/Developer herein in or over the Schedule property i.e. alongwith the undivided proportionate share of land and common facilities and amenities of the said proposed multi storied building shall be treated as **DEVELOPER'S ALLOCATION**.


 (Bidhan Ch. Chowdhury)

Contd...22

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS & INSTALLATIONS)

1. All electrical wiring (copper) and fittings and fixture for lighting the staircase, lobby and other common area and operating the lift, water pump and motor.
2. Drains and sewers from the building to municipal drain.
3. Staircase and landing to be constructed as per specification.
4. Lift, lift walls, lift rooms containing lift installation, wiring etc.
5. Water pump with motor, water reservoir, overhead tank and distribution pipes from overhead water tank to different units and from reservoir to overhead water tank and also the pumps room.
6. Electrical Installation and main switch and meters.
7. Water and sewerage, evacuation pipes from the units to drains and sewers common to the building.
8. Overhead water tank of the building (if any).
9. Generator Room for installing the same (if any).
10. Master Antenna Television and the overhead water tank of the building (if any).
11. Any other installation which is General Sense will appear common and commonly usable.


(Bidhan Ch. Chowdhury)

Contd...23

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hand and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presents of witnesses:-

1) *Bhramacharya*
Tugberia, Gihola.

Biskwajit Deeta

(SIGNATURE OF THE LAND OWNER)

2) *Pradyumn Singh*
Kandarpur,
27/07 - 2021

M. E. CONSTRUCTION
Pradyumn Singh
Proprietor

(SIGNATURE OF DEVELOPER)

Ref.

- [i] L.R. Plot information , [ii] L.R. Parcha ,
- [iii] Sale Deed No. 2231/2021 (A.D.S.R.O.Sodepur) ,
- [iv] Panchati Municipal Tax receipt . [v] Site Plan .
- [vi] Photocopy of Voter Card , Aadhar Card , Pan Card &
- [vii] without any searching of title and searching report

Drafted by and Read over and explained by me

Bidhan Ch. Chowdhury
(Sri Bidhan Ch. Chowdhury)

Advocate

High Court Calcutta

Enrollment No.WB/943/07

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 2,00,000/- (Rupees Two Lakh) only as per the memo below :-

<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Cash/Cheque</u>	<u>Amount</u>
18-12-2023	Bank of India	Mohispota	058778	2,00,000/-

Bishwajit Datta

(SIGNATURE OF THE LAND OWNER)

WITNESSES :

1) *[Signature]*
Tugberia, Gohala.

2) *[Signature]*
20/3/2024
27/01-2024

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

	LH					
	RH.					

ATTESTED :- *M. Anuj*

 Bi	LH					
	RH.					

ATTESTED :- Bishwasit Datta

PHOTO	LH.					
	RH.					

ATTESTED :-

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



191220232032001738

GRIPS Payment Detail

GRIPS Payment ID: 191220232032001738 Payment Init. Date: 19/12/2023 10:13:33
Total Amount: 6042 No of GRN: 1
Bank/Gateway: SBI EPay Payment Mode: SBI Epay
BRN: 6222122362339 BRN Date: 19/12/2023 10:14:10
Payment Status: Successful Payment Init. From: Department Portal

Depositor Details

Depositor's Name: Mr BIDHAN CH CHOWDHURY
Mobile: 9123833880

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240320017398	Directorate of Registration & Stamp Revenue	6042
Total			6042

IN WORDS: SIX THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240320017398

GRN Details

GRN: 192023240320017398 Payment Mode: SBI Epay
GRN Date: 19/12/2023 10:13:33 Bank/Gateway: SBIEpay Payment Gateway
BRN : 6222122362339 BRN Date: 19/12/2023 10:14:10
Gateway Ref ID: 42196318 Method: Axis Bank-Retail NB
GRIPS Payment ID: 191220232032001738 Payment Init. Date: 19/12/2023 10:13:33
Payment Status: Successful Payment Ref. No: 2003034558/1/2023
[Query No*/Query Year]

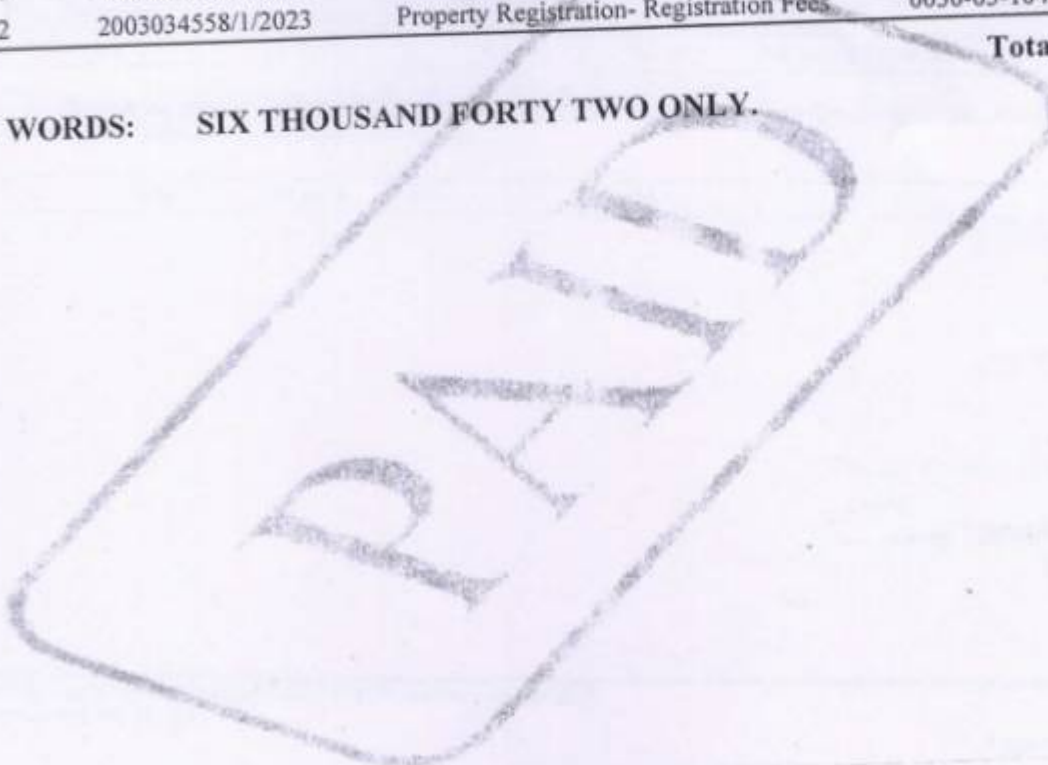
Depositor Details

Depositor's Name: Mr BIDHAN CH CHOWDHURY
Address: NATAGARH
Mobile: 9123833880
Period From (dd/mm/yyyy): 19/12/2023
Period To (dd/mm/yyyy): 19/12/2023
Payment Ref ID: 2003034558/1/2023
Dept Ref ID/DRN: 2003034558/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003034558/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	4021
2	2003034558/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	2021
			Total	6042

IN WORDS: SIX THOUSAND FORTY TWO ONLY.



Major Information of the Deed

Deed No :	I-1524-09190/2023	Date of Registration	19/12/2023
Query No / Year	1524-2003034558/2023	Office where deed is registered	
Query Date	10/12/2023 11:20:44 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	B C Chowdhury Bkp Court,Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9123833880, 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 : 2,00,000/-]		
Set Forth value	Market Value		
	Rs. 13,82,401/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

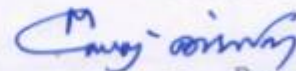
District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: D Block, Mouza: Ghola, , Ward No: 30, Holding No:74 JI No: 14, Pin Code : 700110

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1030 (RS :-)	LR-10953	Bastu	Bastu	1 Katha 10 Chatak 30 Sq Ft		13,50,001/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					2.75Dec	0/-	13,50,001/-	



Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	120 Sq Ft.	0/-	32,400/-	Structure Type: Structure
Gr. Floor, Area of floor : 120 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		120 sq ft	0/-	32,400/-	

M. B. CONSTRUCTION


Proprietor



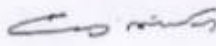
Land Lord Details :

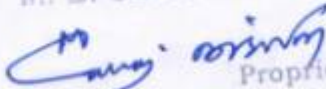
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BISHWAJIT DUTTA (Presentant) Son of Mr TAPAN DUTTA Executed by: Self, Date of Execution: 19/12/2023 , Admitted by: Self, Date of Admission: 19/12/2023 ,Place : Office		 Captured	Bishwajit Dutta
	19/12/2023		LTI 19/12/2023	19/12/2023
MOHISPOTA(DAKSHINAYAN), City:- Not Specified, P.O:- NATAGARH, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700113 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BExxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/12/2023 , Admitted by: Self, Date of Admission: 19/12/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	M B CONSTRUCTION BABANPUR, BIRNAGAR(LOCK GATE), City:- Not Specified, P.O:- BENGAL ENAMEL, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 743122 , PAN No.:: AMxxxxxx6A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MANOJ BISWAS Son of Late HARIPADA BISWAS Date of Execution - 19/12/2023, , Admitted by: Self, Date of Admission: 19/12/2023, Place of Admission of Execution: Office		 Captured	
	Dec 19 2023 11:57AM		LTI 19/12/2023	19/12/2023
BABANPUR, BIRNAGAR(LOCK GATE), City:- Not Specified, P.O:- BENGAL ENAMEL, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 743122, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx6A, Aadhaar No: 60xxxxxxxx0133 Status : Representative, Representative of : M B CONSTRUCTION (as PROPRIETOR)				

M. B. CONSTRUCTION

 Proprietor

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRADIP SAMUI Son of Mr BALARAM SAMUI KARNAMADHABPUR, City:- Not Specified, P.O:- KARNAMADHABPUR, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700113		 Captured	
	19/12/2023	19/12/2023	19/12/2023
Identifier Of Mr BISHWAJIT DUTTA, Mr MANOJ BISWAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BISHWAJIT DUTTA	M B CONSTRUCTION-2.75 Dec

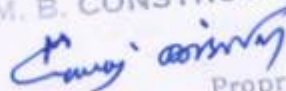
Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr BISHWAJIT DUTTA	M B CONSTRUCTION-120.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: D Block, Mouza: Ghola, , Ward No: 30,
Holding No:74 JI No: 14, Pin Code : 700110

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1030, LR Khatian No:- 10953	Owner:বিশ্বজিট দত্ত, Gurdian:ভাস্কর দত্ত, Address:শিখা, Classification:বঙ্গ, Area:0.02660000 Acre,	Mr BISHWAJIT DUTTA

M. B. CONSTRUCTION

Proprietor

Endorsement For Deed Number : I - 152409190 / 2023

On 19-12-2023

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

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

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

Presented for registration at 11:53 hrs on 19-12-2023, at the Office of the A.D.S.R. SODEPUR by Mr BISHWAJIT DUTTA ,Executant.

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 13,82,401/-

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

Execution is admitted on 19/12/2023 by Mr BISHWAJIT DUTTA, Son of Mr TAPAN DUTTA, MOHISPOTA (DAKSHINAYAN), P.O: NATAGARH, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by Profession Business

Indetified by Mr PRADIP SAMUI, , Son of Mr BALARAM SAMUI, KARNAMADHABPUR, P.O: KARNAMADHABPUR, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

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

Execution is admitted on 19-12-2023 by Mr MANOJ BISWAS, PROPRIETOR, M B CONSTRUCTION (Sole Proprietoship), BABANPUR, BIRNAGAR(LOCK GATE), City:- Not Specified, P.O:- BENGAL ENAMEL, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 743122

Indetified by Mr PRADIP SAMUI, , Son of Mr BALARAM SAMUI, KARNAMADHABPUR, P.O: KARNAMADHABPUR, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/12/2023 10:14AM with Govt. Ref. No: 192023240320017398 on 19-12-2023, Amount Rs: 2,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6222122362339 on 19-12-2023, Head of Account 0030-03-104-001-16

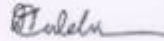
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 4,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2494, Amount: Rs.1,000.00/-, Date of Purchase: 14/12/2023, Vendor name: M Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/12/2023 10:14AM with Govt. Ref. No: 192023240320017398 on 19-12-2023, Amount Rs: 4,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6222122362339 on 19-12-2023, Head of Account 0030-02-103-003-02



Debjani Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

M. B. CONSTRUCTION

Proprietor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2023, Page from 298026 to 298060
being No 152409190 for the year 2023.



Debjani Halder

Digitally signed by DEBJANI HALDER
Date: 2023.12.22 15:21:05 +05:30
Reason: Digital Signing of Deed.

(Debjani Halder) 22/12/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

M. B. CONSTRUCTION

M. B. Construction
Proprietor