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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the document is admitted to
 registration. The signature sheets and
 the endroement sheets attached with the
 document are the part of this document.

District Sub-Register-III
 Alipore, South 24-pargana
 30-05-23
 31.05.2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 30th day
 of May, 2023 (Two Thousand Twenty Three)

নং 8028 তার 30-5-23
ক্রমিক নাম Ashoke Nag Chowdhury
পেঃ সানোওয়াজ মন্ডল
(SHANOWAJ MONDAL)
জেঃ
মোঃ এ. ডি. এস. আর., বারুইপুর
জেলা দক্ষিণ 28 পরগণা
মূল্য 5000/-

P.S. Baruaipara

শ্রীমতী
6256

শ্রীমতী
6257
K 838487

শ্রীমতী

6258

Saleem Sayyad

6259

T. J. Ashoke Nag Chowdhury
by the pen of Jayatee Nag Chowdhury



6260

Jayatee Nag Chowdhury
wife of Ashoke Nag Chowdhury
Mukilpara Baruaipara
same wife

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
30 MAY 2023

BETWEEN

SRI ASHOKE NAG CHOWDHURY, PAN - ABSPN3306P, Aadhaar No - 8481 7798 1919, Son of Late Swadesh Ranjan Nag Chowdhury, by faith - Hindu, by occupation - Retired Person, residing at Nag Chowdhury Bhawan, Ukilpara, Ward No. - 15, P.O. & P.S.- Baruipur District - South 24 Parganas Kolkata - 700144 hereinafter referred to as the **OWNER/VENDOR** (which term or expression shall unless be excluded by or repugnant to the context shall be deemed to mean and include his heirs, successors, executors, representatives and assigns) of the **FIRST PART**.

AND

SRI ABHIRUP NAG CHOWDHURY, PAN - AVMPN5599A, Aadhaar No - 3163 2540 4773, Son of Sri Ashoke Nag Chowdhury, by faith - Hindu, by occupation - Business, by faith - Hindu, by occupation - Business, residing at Nag Chowdhury Bhawan, Ukilpara, Ward No. - 15, P.O. & P.S.- Baruipur District - South 24 Parganas Kolkata - 700144 hereinafter referred to as the **CONFIRMING PARTY** (which term or expression shall unless be excluded by or repugnant to the context shall be deemed to mean and include his heirs, successors, executors, representatives and assigns) of the **SECOND PART**.

AND

CIVILIZE ENTERPRISE, PAN - AANFC9515F, a Partnership Firm, having its registered office at Vill & P.O. - Madarat, P.S. - Baruipur, District - 24 Parganas (S), Pin - 743610, represented by its partners - **A) SRI ASHIM HALDER**, PAN - ACZPH7565G, Aadhaar No. 4219 6046 1602, son of Late Balai Halder @ Balai Chandra Halder, by faith Hindu; by occupation Business, residing at Madarat Paik Para, P.O. - Madarat, P.S. - Baruipur, Dist. - South 24 Parganas, Pin - 743610,

Ashim Halder

B) SALIM SARDAR, PAN - CFSPS8180J, Aadhaar No. 2903 1615 2821, son of Late Jamal Sardar, by faith Muslim, by occupation Business, residing at Madarat Masjid Para, P.O. - Madarat, P.S. - Baruipur, Dist. - South 24 Parganas, Pin - 743610, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless be excluded by or repugnant to the context shall be deemed to mean and include its office and assigns) of the **THIRD PART**.

WHEREAS the demarcated piece and parcels of land measuring $05\frac{1}{2}$ decimals comprised in C.S. Dag No. - 1387, R.S. Dag No. - 1387/3149 of R.S. Khatian No. - 4398 appertaining to Mouja - Baruipur, P.S. - Baruipur, District - 24 Parganas (South) belonged to Subodh Chandra Bhadra, who while in absolute possession exercising his various acts of possession with full right, title, interest sold and transferred the same to Bibhuti Bhusan Ghosh by registered sale deed dated 24.02.1967 registered at Baruipur S.R. office entered in Book No. - 1, Volume No. - 35, Page No. - 29 to 32, Being No. - 1187 of this year 1967.

AND WHEREAS on the basis of said purchase the said Bibhuti Bhusan Ghosh mutated his name in the record of J.L.R.O and also mutated his name in the official records of Baruipur Municipality.

AND WHEREAS the said Bibhuti Bhusan Ghosh while in peaceful khas possession obtained building plan sanctioned by Baruipur Municipality had constructed a single storied building thereon having covered area measuring 1125 Sq. feet and also constructed a staircase up to the roof of building.

AND WHEREAS the said Bibhuti Bhusan Ghosh was seized and possessed of the aforesaid property with full right, title and interest died intestate on 27.11.1986 and his property devolved upon his widowed wife Kanak Ghosh, two married daughters Santa Mukherjee, Mala Dutta and two sons Anup Ghosh and Dr Adhip Ghosh in equal share under the provision of the Hindu Succession Act 1956.

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and
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AND WHEREAS after the death of the said Bibhuti Bhusan Ghosh his aforesaid legal heirs, sons, daughters and widowed wife mutated their names in the relevant records of concerned authorities.

AND WHEREAS the legal heirs of Bibhuti Bhusan Ghosh since deceased after obtaining sanction and permission from Baruipur Municipality made construction 1st floor of the aforesaid single storied building having covered area of 1185 sq. feet consisting of bed rooms, dining cum Drawing Room, Varandah, corridor, kitchen, bath, privy mezzanine floor etc.

AND WHEREAS the aforesaid son, daughters and widowed wife the legal heirs of Late Bibhuti Bhusan Ghosh seized and possessed of the aforesaid two storied building together with land jointly out of them Kanak Ghosh, Santa Mukherjee, Anup Ghosh, Mala Dutta out of natural love and affection gifted their undivided share therein in all that the entire share and interest of 1st floor covering an area of construction of their share together with undivided proportionate share of land underneath the building with right of user of common area, staircase etc. of the building to Dr Adhip Ghosh by a registered deed of gift dated 29.06.1992 and the said deed was registered D.R. Alipur entered in Book No. 1, Volume No. 210, Page No. 329 to 339, Being No. 11178 of the year 1992.

AND WHEREAS Dr Adhip Ghosh and widowed wife, son and two daughters being the absolute owner and in possession of entire ground floor of the said two storied building.

AND WHEREAS after transferring the entire 1st floor of the building together with land underneath the building by an English deed of conveyance dated 22.03.2001 all the legal heirs of Late Bibhuti Bhusan Ghosh i.e. widowed wife, two sons and two daughters as an absolute owners and in possession entire ground floor together with land underneath the building sold and transferred the entire Ground floor of the two storied building measuring an area 1185 Sft together with undivided proportionate share of land for valuable consideration to Ashoke Nag Chowdhury the owner herein.

Ashoke Nag Chowdhury

AND WHEREAS the said deed was registered at DSR - IV, Alipur entered in Book No. - 1, Volume No. - 27, Page No. 1443 to 1458, Being No. 3529 of the year 2003.

AND WHEREAS as mention aforesaid deed of gift registered deed of gift being No. 11178 of the year 1992, Dr. Adhip Ghosh became absolute owner by inheritance and by deed of gift sold and transferred entire first floor of the building lying and situate of R.S. Dag No. 1387/3149 under Khatian No.- 4398 appertaining to Mouja - Baruipur P.S. - Baruipur, District - 24 Parganas (South) to Ashoke Nag Chowdhury for valuable consideration by virtue of Sale deed dated 22.03.2001 being Deed No. 3532 registered at DSR - IV entered in Book No. - 1, Volume No. - 27, Page No. - 1459 to 1474, Being No. - 3532 of the year 2003.

AND WHEREAS by a registered deed of Indenture dated 12.12.1952 one Nagendralal Bandopadhyay purchased 09 decimals of Dag No. 1387, under Khatian No. 4398, of Mouza - Baruipur from Angshujit Mukhopadhyay by Deed No. 8863.

AND WHEREAS the said Nagendralal Bandopadhyay on being purchase the said land was in exclusive khas possession sold and transferred the same to Subodh Chandra Bhadra for valuable consideration by virtue of Sale Deed, being No. 1031 of the year 1958.

AND WHEREAS by virtue of purchase Subodh Chandra Bhandra became owner of 09 Decimals of land out of which demarcated portion of 02 Cottha more or less $3\frac{1}{3}$ decimals of land sold and transferred the same to Satyendra Bhusan Ghosh and the said deed was registered at S.R. Baruipur, entered in Book No. - 1, Volume No. - 30, Page No. - 81 to 85, Being No. - 1188 of the year 1967.

AND WHEREAS on the basis of the said purchase Satyendra Bhusan Ghosh had constructed a two storied building using, possessing and enjoying the same as dwelling house died intestate living behind him widow and a daughter Arati Ghosh and Keya Dasgupta as his legal heirs and successors.

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AND WHEREAS by a registered deed of Bengali indenture Arati Ghosh and Keya Dasgupta of Baruipur Ukil Para P.O. + P.S. - Baruipur, District 24 Parganas (South) being an absolute owner and possession by inheritance got the property measuring 02 cotthas more or less $3\frac{1}{3}$ decimals of land together with two storied building sold and transferred the said property for valuable consideration to Ashoke Nag Chowdhury and the said deed was registered at the office of the A.D.S.R. Baruipur entered in book No. - 1, Volume No. - 103, Page No. 383 to 392 being No. 6078 of the year 2002.

AND WHEREAS Nirbedendu Bhadra and his mother Nilinibala Bhadra and his three sister Bina Dutta, Ranjusree Dutta and Manjusree Nag were the joint owners of land measuring 6.50 decimals together with tiled shaded construction lying and situate of R.S. Dag No. - 1387/3148 under R.S. Khatian No. - 4398 appertaining to Mouja - Baruipur, District - 24 Parganas (South).

AND WHEREAS the predecessor of Nirbedendu Bhadra & others i.e. Nagendra Chandra Bhadra during his life time purchased the said property from Angshujit Mukhopadhyay by a deed of conveyance dated 13.09.1953 registered at the office of the S.R. Baruipur being No.- 3439 of the year 1953 and the said deed entered in book No. - 1, Volume No. - 35, Page No. 247 to 252 being No. 3439 of the year 1953.

AND WHEREAS on the basis of said purchase the said Nagendra Chandra Bhadra being an absolute owner and in possession of the said property exercising his various acts of possession died intestate leaving behind him son, widowed wife and three daughters mentioned aforesaid and on death of Nagendra Chandra Bhadra the said property devolved upon his aforesaid legal heirs and representatives i.e. Nirbedendu Bhadra, Nalinibala, Bina Dutta, Ranjasree Dutta, Manjusree Nag.

Manjusree Nag
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AND WHEREAS the mother, sisters as aforesaid of Nirbedendu Bhadra gifted their undivided $\frac{1}{3}$ th share of the said property out of their natural love and affection by virtue of registered deed of gift dated 16.04.1987 registered at the office of the S.R. Baruipur entered in Book No. - 1, Volume No. - 37, Page No. - 183 to 188, Being No. 2601 of the year 1987.

AND WHEREAS on the basis of said gift Nirbedendu Bhadra became absolute owner of land measuring 6.50 decimals together with one storied building died intestate leaving behind him wife and daughter named Anita Bhadra and Rupa Dey and the said property of Nirbedendu Bhadra devolved upon his said legal heirs and successors.

AND WHEREAS the said Anita Bhadra and Rupa Dey on the basis of inheritance got the said property, being and urgent need of money sold and transferred the said property for valuable consideration to Ashoke Nag Chowdhury by virtue of sale deed dated 05.05.2010 registered at the office of the A.D.S.R. Baruipur entered in Book No. - 1, Volume No. 11, Page No. - 3091 to 3109, Being No. - 03619 of the year 2010.

AND WHEREAS certain mistake crept in this said deed 03619 of the year 2010, subsequently the vendors of the said deed for correction and removal of said mistake executed and registered a deed of declaration registered at the office of the ADSR Baruipur entered in Book No. - 1, Volume No. 1611-2016, Page No. 86790 to 86803, Being No. 161104960 of the year 2016.

AND WHEREAS on the basis of aforesaid recitals, Ashoke Nag Chowdhury becomes the absolute owner and in possession of property described in schedule 'A' hereunder written mutating his name to the concerned authority and also converting portion of land into Bastu is desirous to develop the land through a suitable and renowned developer by construction of commercial-cum-residential complex over the schedule 'A' property as described in schedule 'A' hereunder along with annexed plan.

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AND WHEREAS the Land Owner herein being unable to run the business in the present situation for want of proper fund and facilities has been suffering from huge loss for several years for not utilizing the said property properly and having no fund to construct a new building at his own cost with modern facilities has been searching for a Developer to construct a new commercial-cum-residential complex at his cost, risk, capacity and responsibility for which the developer will bear all cost to construct the complex.

AND WHEREAS the Developer herein, being renowned and experienced Developer in the line of development and construction of building in and around Baruipur area, the owner has approached to the Developer herein with an intention to develop the said property by construction of a multi-storied commercial-cum-residential Building on the above mentioned land of the Land Owner with all modern amenities, facilities and services, such as Lift, sewerage system, underground and overhead water tank, proper fire protection equipments and required Electrical installation with good and standard quality materials only at Developer's cost and at sole risk and responsibility, as per building plan to be sanctioned by the Baruipur Municipality after procuring N.O.C. from all concerned authorities and the Developer has accepted such proposal of the Land owner on some specific terms and conditions hereinafter contained.

AND WHEREAS the LAND OWNER and the DEVELOPER have already entered into a Memorandum of Agreement dated 28.04.2023 with some specific terms and conditions mentioned therein.

AND WHEREAS in terms of the said Memorandum of Agreement dated 28.04.2023 the building plan to be sanctioned in the name of the Land Owner herein from the Baruipur Municipality in respect of the proposed (G+4) multi-storied building and at present both of the parties hereto have agreed to enter into instant **AGREEMENT FOR DEVELOPMENT** for avoiding any future complications and recording some specific terms and conditions hereinafter contained, to complete the entire project successfully.

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 [Signature]

AND WHEREAS the confirming party herein is carrying on business of Confectioners under the name and style of ROYALE BAKERS AND CONFECTIONERS being in urgent need of money took loan from HDFC Bank, 1st Floor, Gillanders House, Netaji Subhas Road, Kolkata - 700001 branch, depositing the title deeds and other relevant papers as security for repayment of loan.

AND WHEREAS for want of fund and capital the confirming party was unable to repay the loan and approached the Developer to repay the loan amount together with interest.

AND WHEREAS the Developer agreed to repay the loan amount together with interest on the understanding for promotion of 'A' schedule property and the amount paid by the Developer considered as refundable security deposit of the proposed project.

AND WHEREAS the confirming party admits and acknowledge the said loan has repaid and the property mortgaged to the bank has been released as such confirming join in this agreement for confirmation that no amount in due for repayment of loan to the Bank.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH and it is hereby agreed by the parties hereto as follows:-

1. DEFINITIONS:

(a) **LAND-** ALL THAT piece and parcel of Bastu land measuring more or less 8 $\frac{5}{6}$ + 6.5 Satak situated at Holding no. 68, Baruipur Ukilpara Road, P.O. and P.S. Baruipur, Ward No. 15 of Baruipur Municipality, Kolkata: 700144, comprising in R.S. Dag no. 1387/3149 & 1387/3148 under R.S Khatian no. 4398 of Mouza Baruipur, J.L No. 31, District: South 24 Parganas, fully described in the Schedule "A" hereunder written and hereinafter referred to as the said land.

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(b) **BUILDING**- Shall mean proposed (G+4) multi-storied building upon land, situated at Holding no. 68, Baruipur Ukilpara Road, P.O. and P.S. Baruipur, Ward No. 15, of Baruipur Municipality, Kolkata: 700144. comprising in R.S. Dag no. 1387/3149 & 1387/3148 under R.S Khatian no. 4398 of Mouza - Baruipur, J.L No. 31, District: South 24 Parganas, as fully described in the Schedule "A" herein under written and hereinafter referred to as the said building.

(c) **PROPOSED PLAN**- Shall mean the plan which is attached herewith and has been made part and parcel of this instant agreement. The Developer can modify with negotiation of owner amend, renew, addition or alteration of the said plan for better utilization of the project.

(d) **PLAN**- Shall mean the building plan for the construction of the said proposed multi-storied building to be sanctioned by the Baruipur Municipality.

(e) **ARCHITECT**: Shall mean such person who may be appointed by the Developer for both designing and planning the building on the said premises.

(f) **LAND OWNER** - Shall mean **SRI ASHOKE NAG CHOWDHURY**, PAN - ABSPN3306P, Aadhaar No - 8481 7798 1919, Son of Late Swadesh Ranjan Nag Chowdhury, by faith - Hindu, by occupation - Retired Person, residing at Nag Chowdhury Bhawan, Ukilpara, Ward No. - 15, P.O. & P.S.- Baruipur District - South 24 Parganas Kolkata - 700144.

(g) **DEVELOPER** - Shall mean **CIVILIZE ENTERPRISE**, PAN - AANFC9515F, a Partnership Firm, having its registered office at Vill & P.O. - Madarat, P.S. - Baruipur, District - 24 Parganas (S), Pin - 743610, represented by its partners -
A) SRI ASHIM HALDER, PAN - ACZPH7565G, Aadhaar No. 4219 6046 1602, son of Late Balai Halder @ Balai Chandra Halder, by faith Hindu, by occupation Business, residing at Madarat Paik Para, P.O. - Madarat, P.S. - Baruipur, Dist. - South 24 Parganas, Pin - 743610,

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B) SALIM SARDAR, PAN - CFSPS8180J, Aadhaar No. 2903 1615 2821, son of Late Jamal Sardar, by faith Muslim, by occupation Business, residing at Madarat Masjid Para, P.O. - Madarat, P.S. - Baruipur, Dist. - South 24 Parganas, Pin - 743610.

(h) OWNER'S ALLOCATION - means the 50% commercial area, & 45% residential area of the total F.A.R./Constructed Area in the proposed new building to be allotted to the LAND OWNER herein and 2,50,00,000/- (Two crore Fifty lakhs) only as interest free refundable security deposit.

The **OWNER'S ALLOCATION** has been specifically mentioned in Schedule "B" hereunder written.

(I) DEVELOPER'S ALLOCATION- means the remaining 50% commercial area and 55% residential area of the total F.A.R./Constructed Area in the proposed new building to be allotted to the DEVELOPER herein.

The **DEVELOPER'S ALLOCATION** has been mentioned in Schedule "C" hereunder written.

After construction if there is any problem arise for allocating their share then both owner and developer would adjust their allocation floor wise to solve the problem of demarcation but no way any party will not be deprived of hold its allocation.

(J) COMMON AREAS - Shall mean the part and areas of the said building to be enjoyed by the owners and / or occupiers of the several independent flats/units/spaces/commercial part thereof of the building including the **LAND OWNER'S** allocation herein, for effective enjoyment of their respective allocation in the form of flats/units/Spaces/commercial part thereof as common areas.

Ms. M. K. ...
/s/

(K) COMPETENT AUTHORITIES - Shall mean the Baruipur Municipality and other competent authorities under which the proposed (G+4) multi-storied building will be constructed in terms of this agreement as per said sanctioned building plan.

(L) UNIT: Shall mean and include the proposed Flat/space /Shop/Hall/Garage etc. with proportionate share of land underneath the proposed building upon which the said proposed Flats/ Shops/Hall/Garages etc. including the common parts/ space etc. Will be constructed in terms of this Agreement for Development.

(m) PROJECT: Shall mean the development of land by constructions of the proposed (G+4) storied building or upto any storey/stories for selling leasing of the Flats/Shop/Hall/garage/spaces; of the building as envisaged hereunder either for commercial or for residential purposes in terms of this Agreement for Development.

(n) SALEABLE SPACE:- shall mean the space in the proposed building available for independent use and occupation after making the provisions for common facilities and the space required thereof.

2) The LAND OWNER and the DEVELOPER further covenant with each other as follows:-

i) The **LAND OWNER** is absolutely seized and possessed of and/or well sufficiently entitled to the said property mentioned in schedule 'A' below.

ii) That none other than the **LAND OWNER** i.e. the party of the First Part herein, have right, title over and in respect of the said property and/or any portion thereof.

iii) That the **DEVELOPER** i.e. the Party of the Third Part hereto have taken inspection of all the relevant available title deeds and documents in respect of the said property of **LAND OWNER** in respect of the property mentioned in the Schedule "A" hereunder written. If further documents required the owner shall have to provide to the Developers.

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iv) That the **DEVELOPER** shall be custodian of the original documents including title deeds, tax receipts and other available relevant documents of the said property for the present and shall produce the same to the Authorities and Departments of the Baruipur Municipality and other concerned Authorities, Bank and any Financial Institutions as and when the same would be called for by the Authorities concerned.

v) That the **LAND OWNER** shall hand over and/or deliver photocopies of the rest of the available papers, documents and records relating to the said property along with photocopy of up to date tax bills of the Baruipur Municipality.

vi) The **DEVELOPER** shall be entitled to inspect all the relevant title deeds in respect of the said property and will cause necessary searches about the marketable title of the **LAND OWNER** in respect of the said property within 6 (six) months from the date of execution of the instant Agreement for Development.

vii) The **LAND OWNER** hereby grants the exclusive right of development of the said premises by way of construction of the proposed multi-storied building unto and in favour of the **DEVELOPER** herein in terms of instant Agreement as well as aforesaid Memorandum of Agreement dated 28.04.2023 entered into between the parties herein.

viii) That the Developer has at its own instance and cost, through a Contractor shall start demolition work of the existing building at Holding no. 68, Baruipur Ukilpara Road, P.O. and P.S. Baruipur, Ward No. 15. of Baruipur Municipality, Kolkata: 700144, comprising in RS. Dag no. 1387/3149 & 1387/3148 under R.S. Khatian no. 4398 of Mouza Baruipur, J.L. No. 31. District: South 24 Parganas and the Developer will be entitled to get all the sale proceeds of the debris collected after demolition of the

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existing building except commercial Tin shed with structure (i.e. centrifugal roof fans) to be entirely handed over to the owner and rest portion will come under Developer and the **LAND OWNER** herein shall have no objection whatsoever in this matter at any point of time during the period of demolition as well as during the period of development work at the said premises.

ix) That the **Land Owner** shall hand over Complete Vacant possession of the existing property mentioned in Schedule "A" hereunder written to the **DEVELOPER** within 1 (one) month from the date of registration and execution of the instant Development Agreement, and/or complete vacant possession whichever is earlier.

x) That the **DEVELOPER** shall construct the proposed multi-storied building according to the plan subject to modification, addition, alteration and developer obey to comply all rules and regulation enacted by State Government in respect of construction and after completion of the same, shall hand over the possession owner's allocation to the land owner's subject to refund security deposit Rs. 2,50,00,000/- (Two Crores Fifty Lakhs) only shall be refunded before taking possession of owner's allocation. For the purpose of removal of disputes and complications the owner shall execute and register a Development Power of Attorney in favour of Developer for the purpose of construction work and for all the saleable area of owner's allocation and developer's allocation.

xi) It is agreed by and between the parties hereto that the **DEVELOPER** shall complete the construction of the proposed building according to the sanctioned plan and shall hand over the Land owner's allocation to the Land Owner preferably within 24 (Twenty Four) months subject to refund security deposit, but in no event later than 30 (Thirty) months, from the date of obtaining Sanction plan, from the **LAND OWNER**. The **DEVELOPER** shall complete the project within the time specified and stipulated herein. It is to be mentioned here that if there is dispute and difference arises between the parties until resolved the said period shall be extended.

K. S. Hall
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xii) The **DEVELOPER** shall proceed with such development work in compliance of the provisions as laid down in the Act, Rules, and Regulations of the Baruipur Municipality and enacted by State Government and shall complete the proposed (G+4) storied building as per building plan sanctioned by the Baruipur Municipality at its complete risk and responsibility and at its cost, without creating any financial liability upon the Land Owner and more over it is agreed by the parties hereto that at any point of time the **LAND OWNER** shall not be responsible for any incident or accident which may occur in the said premises during the construction activities and/or for any defects of construction in the said project.

xiii) That the **DEVELOPER** shall install, erect and arrange within the new building at its own cost and expenses, pump sets, tube well or municipal water, etc. and will arrange and construct water storage tank on the ground floor and over head reservoirs as required to be provided in a residential-cum-commercial multi-storied building considering the number of units/flats to be constructed as per approved/sanctioned plan.

xiv) That the **LAND OWNER** shall clear up and/or pay all outstanding dues regarding the said property (i.e. Municipal Tax, water tax etc.) up to the date of handing over possession of the existing property to the Developer herein, and the **DEVELOPER** shall bear taxes and all other outgoings from the date of receiving such possession of the existing property from the Land Owner herein up to the date of handing over of the owner's allocations in the proposed new building to the **LAND OWNER**, herein. The **LAND OWNER** and the **DEVELOPER** or its nominated occupiers or purchasers of the flat or flats, space or spaces (parted out of Developer's allocation) shall continue to pay the Municipal rates, taxes, and outgoings levies or impositions proportionately of the said proposed building since after taking possession of their respective portions/units in the proposed building and until and unless the same are separately assessed all the flat Owners/occupiers shall be bound to pay the proportionate rates, taxes, levies or impositions etc. To the Baruipur Municipality Authority on pro-rata basis.

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xv) At the time of delivering the possession of the existing property by the Land Owner herein to the Developer for commencing the Development work the **DEVELOPER** shall grant letter/receipt/written intimation to the **LAND OWNER** at the time of taking part enjoy of the scheduled property declaring receipt of possession of the scheduled property for starting the development work.

xvi) That after handing over owner's allocation the parties herein shall form a Flat Owner's Association for maintenance and performing regular common service of the proposed multi-storied building and the cost for the same shall be borne by the owners/occupiers of the flat(s)/commercial area/areas and other units/spaces in pro-rata basis.

xvii) That the instant Development Agreement and the proposed Development Power of Attorney to be executed by the **LAND OWNER** in favour of the **DEVELOPER** as mentioned in **ARTICLE -II** hereunder written, shall be registered before the competent Registration Office and the entire cost and expenses for such registration shall be borne by the **DEVELOPER**.

xviii) If their needs more classification and or modification of this agreement then both parties will make an agreement separately in addition to this agreement to their any short fall of this agreement.

ARTICLE-I

(Developer's Covenant)

- (i) The development of the said property and/or construction of the said proposed new building shall be made by the **DEVELOPER** on behalf of the **LAND OWNER** in the proposed new building on the schedule "A" property.

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- (ii) The construction of the new building shall be done by the Developer, with all ancillary services and specification thereof sanctioned by the Authority of Baruipur Municipality and the **DEVELOPER** shall be at liberty to construct for both residential-cum-commercial use, whereas the **DEVELOPER'S** responsibilities will include co-ordinating with all other statutory authorities and to complete the construction of the building plumbing, electrical and sanitary fittings, lift, and installations by providing good and standard materials as well as with good workmanship manner as per the rules, regulations, sanction and specifications of the concerned statutory authorities.
- (iii) The **DEVELOPER** herein shall be responsible to arrange necessary finance and/or moneys as may from time to time be required for the said work of development and/or construction of the said proposed new building either from the valid intending buyers of flats and spaces of the new building, parted out of Developer's allocation and/or other valid sources or financial institution as the **DEVELOPER** herein shall think fit and proper. The **LAND OWNER** shall have no responsibility and/or liability for collection of finance by the Developer/Promoter from the intending buyers of flats or spaces or any person or concerns or financial institution or shall be liable for any legal obligation or damages arising out of the same. Simultaneously the **DEVELOPER** will not be liable for any cost and damages arisen due to any previous liability and/or illegal activities of the **LAND OWNER** or his predecessors, for the period prior to the date of execution of this Agreement.
- (iv) The **DEVELOPER** shall not ask the **LAND OWNER** to finance and/or pay costs of construction and/or development of the said property for any reason or purpose at any point of time.

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- (v) **The DEVELOPER** at its own cost and expenses apply for and obtain all necessary sanction or permission or approval or 'No objection' certificate' From the appropriate Government Authority/Corporation and/or Municipality and/or Fire Brigade and other Statutory Bodies including necessary 'No objection' certificate from any authority as may from time to time be necessary or required for the purpose of carrying out the work of development of the said property, till the final completion certificate acquired from Municipality.
- (vi) **The Developer** and the owner jointly take approval and/or sanction from the Fire Brigade Authority before commencement of the construction of the proposed building. The necessary costs shall bear by Developer.
- (vii) **The DEVELOPER** shall at its own costs and expenses apply for and obtain temporary and/or permanent connection for supply of electricity required during the time of construction of the proposed building, but after completion of the construction and from the date of handing over possession of the Owner's allocation to the Land Owner, the proportionate cost will be borne by the **DEVELOPER** and the **LAND OWNER** as may be required for bringing separate meter in their respective allocation and/or flats, etc.
- (viii) **The DEVELOPER** shall make arrangement for the installation main electricity service lines (transformer) to the proposed building at its own cost and responsibility and the **DEVELOPER** shall be at liberty to levy proportionate cost of bringing such service lines (transformer) to the proposed building from the respective flat/unit owners, parted out of Developer's allocation, but not on flats of owner's allocation and shall not create any financial liability upon Land Owners for bringing and/or

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installation of such Transformer, since the same shall come under cost of construction to be borne by the **Developer**. But it is again mentioned herein that all the flat owners including those of the **Land Owners** and intending purchasers herein shall bear the cost and expenses for bearing separate electric meter for their respective flats and units including the security deposit required therefore.

- (ix) The **DEVELOPER** shall at its own costs and expenses install and provide services and facilities as may be necessary in the said proposed building as per the statutory Act and Rules and/or regulations of the Baruipur Municipality and/or of State Government authorities.
- (x) That the profit or loss arising out of the whole project and the sale proceeds of units/flats, parted out of Developer's allocation, disbursement of all expenses and any liability pertaining to the project shall be exclusive affair of the **DEVELOPER** and shall also be enjoyed by the **DEVELOPER**, wherein the **LAND OWNER** shall have no liability whatsoever, nor the **LAND OWNER** shall in any way be responsible in any debts, liability, tax or govt. dues pertaining to the proposed project upto its formation/completion of works.
- (xi) That the **DEVELOPER** hereby agrees to and indemnifies the **LAND OWNER** against all action, suits, proceedings, cost, claims or demands for any damages and/or penalties, workmanships as may be aroused out of negligence, bad workmanship, default, defect in construction, deviation of construction, non compliance of any rules and regulations of the Baruipur Municipality or any other appropriate authority concerned.
- (xii) That the **DEVELOPER** hereby undertakes to keep the Land Owner indemnified against the third party claims/demands and actions arising out of any sort of act or commission or omission of the **DEVELOPER** in or related to the construction of the proposed (G+4) storied building on the Schedule "A" property.

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- (xiii) That the **LAND OWNER** will co-operate with the **DEVELOPER** towards construction and implementation of the proposed (G+4) storied building at the Schedule "A" mentioned property, and the **DEVELOPER** during construction period shall always use standard and good quality of building materials like cement (Ultra-tech), sand, iron rod (Elegant), stone, chips, block, woods etc. and complete the construction of the proposed building as per the sanctioned building plan and specifications of the Baruipur Municipality and the Owner's allocation shall be provided to the **LAND OWNER** by the **DEVELOPER** after completion of the construction of the project as per **SPECIFICATIONS OF CONSTRUCTION WORK** mentioned hereunder, within the stipulated period mentioned herein above, free of cost in exchange of the proportionate land of the **LAND OWNER** mentioned in the Schedule "A" below. Be it also mentioned here that the **LAND OWNER** would have access to the Schedule "A" property for inspection of the ongoing construction work from time to time and in that case the Developer shall have no objection thereof.
- (xiv) That the **DEVELOPER** has the right and authority for the purpose of smooth implementation of the said project to take financial assistance from any Financial Institution and/or loan from any Bank at its entire liability and responsibility, in which the **LAND OWNER** shall have no financial liability and/or accountability and/or legal risk or any other risk, responsibility and liability whatsoever. The Developer shall be solely responsible and/or liable to clear up the loan amount without creating any or pressure upon the Land Owner. Be it mentioned here that the **DEVELOPER** shall not be entitled to mortgage encumber, the scheduled property by any means whatsoever save and except house building loan by the intending purchasers of flats out of **Developer's** allocation in the proposed building at their respective risk and responsibility.

M. S. Chakravarty

- (xv) That in the event of force majeure reasons, viz., pandemic, lockdown, cyclone, natural calamity, riot, earth quake, any local disturbance, political disturbance and court proceedings etc. wherein the construction works of the new building may be seriously affected, the time for completing the construction of the proposed building shall be extended for a period of 6 (six) months, after mutual discussion among the parties, and the **DEVELOPER** shall have to ask the Land Owner for such extension of time in writing beforehand, explaining proper reason for the delay and thereafter if the period is extended, the same shall be recorded in writings.
- (xvi) The **DEVELOPER** may apply for and on behalf of land owner and obtain modification and/or rectification to the plan sanctioned by the Baruipur Municipality at its own cost, risk and responsibility. In this respect be it hereby specifically mentioned that if any additional construction including erection of further storey and/or further accommodation and/or and/or constructed by the Developer in the proposed building beyond the existing sanctioned plan, the Developer shall have to obtain and/or regularize the additional and/or modified and/or rectified plan from the Baruipur Municipality as per the Municipal rules and regulations at its own cost and responsibility and in that case, the Owner shall be further entitled to get same ratio of any additional constructional area and/or the further storey and/or further accommodation and/or additional F.A.R beyond the existing sanctioned area free of cost, i.e. without paying any sort of amount to the Developer, including amount towards cost of construction for the same or miscellaneous cost.
- (xvii) The **Developer** shall ensure and be responsible for the structural stability of the proposed building and the land Owner will not be responsible for the same and after completion of the construction of the proposed building, the Developer shall be liable to obtain occupancy Certificate and /or Fit Certificate and/or N.O.C. from the Baruipur Municipality and/or any other State Government authority at its own costs and responsibility and shall hand over a certified copy of the same to the Land Owners on or before delivering the possession of the Owner allocation to the **Land Owner**.

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- (xviii) After completion of the project the **DEVELOPER** will send a notice by post or by hand in writing to the **LAND OWNER** for taking possession of the **LAND OWNER'S** allocation, maintaining the terms and conditions of this agreement.
- (xix) That if the **LAND OWNER** fails and/or neglects to take possession of his allocation fully constructed and fit to receive within 60 (sixty) days from the date of receiving the notice, as well as the Owner in such case the **LAND OWNER** after getting another reminder of notice shall be liable to pay the maintenance charges for his allocated area as well as municipal taxes and rates on pro-rata basis till his name is mutated in respect of his allocated flats/areas.
- (xx) The Developer shall not do any act, deed of thing whereby the Land Owner is, prevented from enjoying, selling, transferring, and/or disposing any portion of the owner's allocation in the new building.
- (xxi) The Construction cost of TOP Floor which will be kept/allowed for owner's allocation to be deducted from Developer's account. The said construction cost will be decided after negotiation with the Engineer.
- (xxii) Any side of the building two numbers of car parking space to be provided for Land owner.
- (xxiii) There will be a provision of shifting charge if the land owner wants to shift some where then he shall get a monthly shifting charges Rs. 15,000/- (Fifteen Thousand) only per month from the Developer till the allocation of the land owner to be handed over officially.

M. S. Kulkarni
for

ARTICLE - II**(Land Owners' Covenant)**

I. That the **LAND OWNER** shall hand over and/or deliver original of the entire title deeds, papers, documents and records relating to the said scheduled property as are available to them along with photocopy of up-to-date tax bills of the Baruipur Municipality. The Developer shall acknowledge the receipt of the original of such documents in writing to the **LAND OWNER**.

II. The **LAND OWNER** will grant Development Power of Attorney in favour of the **DEVELOPER** authorizing and/or empowering the **DEVELOPER** to do all acts, deeds, matters and things necessary for completion of the work of development of the said property and/or construction of the said proposed new building and/or to enter into Agreement(s) for sale with the intending Purchaser(s) in respect of Developer's allocation and Owner's allocation in the proposed building and/or to receive earnest money and full consideration from them with prior knowledge of owner.

III. The **LAND OWNER** will, if so required by the **DEVELOPER**, sign execute and deliver all applications and papers, documents and declaration to enable the **DEVELOPER** to apply for and obtain telephone, electricity, sewerage, water and other public utility services, for the said new proposed Building after giving opportunity to the **LAND OWNER** to verify the same and the Land Owner shall enable the Developer for carrying on all the acts, deeds and things for effective development of the said property by way of construction of a (G+4) storied building in terms of this agreement.

IV. The **LAND OWNER** will not in any manner obstruct or raise his objection in respect of carrying out of the development work of the said property by the Developer, if the Developer is carrying out of the construction work of the proposed project upon the said land in strict compliance of the terms and conditions of this agreement.

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V. That the **LAND OWNER** and the other flat/space purchasers of the proposed (G+4) storied building shall have the common user and beneficial rights and interest upon the common parts, areas and facilities, services which will be provided to the proposed building as per the provisions of the Municipal Acts and Rules.

VI. In the event of any adjacent or neighboring land/Property shall acquire by the Developer subsequent to the execution and registration of this Development Agreement and Power of Attorney the Developer party of the Third Part without any interferences and hindrances can join or separate of the property of this proposed project the adjacent or neighboring property for the proposed of Development of the said adjacent or neighboring property along with this proposed project according to sanction plan sanction by competent authority. In such situation the owner and Confirming party, party of the First and Second part in any way shall have no objection for Development adjacent or neighboring property along with this proposed project. Be it mention have that the said Development program and work shall be by using enjoying and taking all necessary easementary right of this project and adjacent or neighboring project.

VII. The owner earlier can sign his signature in all the relevant documents and papers but due to illness now I, the owner herein not able to sign my signature for shaking my hand as such I (owner) go through the Development Agreement and understanding the meaning and contents thereof thereafter I execute and register this document by putting my thumb impression and my L.T.I. is indentified by my wife SMT. Jayatee Nag Chowdhury.

SCHEDULE-III: CONSIDERATION

1. In consideration of the **LAND OWNER** having granted the **DEVELOPER** an exclusive right to develop the said premises provided herein the **LAND OWNER** shall be entitled to get the absolute ownership of the **LAND OWNER'S** allocated area, out of total constructed area in the new

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building which will be allocated to them in terms of this agreement together with right to use the same in its absolute discretion and without any obstruction, hindrance and/or objection from the **DEVELOPER** and/or their successors and/or the successors and the **LAND OWNER** shall be entitled to sell, transfer, let out lease or otherwise dispose of and deal with the same as they may think fit and proper at any point of time. Subject to full payment of refundable security deposit.

2. The **DEVELOPER** shall bear the following expenses for the development/construction of the project:

All the relevant expenses, such as, expenses for clearing/developing/improving the land and cost of constructing a new G plus Four storied building or further stories, cost for installation of transformer if any and all costs for construction of the proposed building including obtaining of permission/sanction, legal cost and expenses, payment to engineers, labors, workers and other concerns, for all fittings and fixtures thereof and any other allied work in connection with the proposed development.

ARTICLE-IV
(Construction)

I. The construction of the said proposed new building shall be made by the **DEVELOPER** as per the plan sanctioned by the Baraipur Municipality.

II. The **DEVELOPER** shall be entitled to obtain necessary modification and/or rectification plan for the purpose of completion of the construction of the said proposed building, if necessary.

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III. For completion of the construction of the said new proposed building the **DEVELOPER** herein shall not make any deviation and/or violation of the Municipal laws and State Government rules relating to the construction of the new building and in this regard, the **DEVELOPER** shall keep the building and the owner absolutely indemnified and harmless against all civil and criminal actions, claims and demands whatsoever.

IV. The **DEVELOPER** shall retain, appoint and employ such masons, mistries, Architects, Engineers, contractors, Manager, Supervisors, and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new proposed building as the **DEVELOPER** at its own discretion shall think fit and proper.

VII. The **DEVELOPER** shall solely be liable or responsible for the payment of salaries, wages, charges and remunerations of masons, ministries, supervisors, Architects, Contractors, Engineers, Chowkidars, darwans and other staff and employee as may be retained, appointed and/or employed by the **DEVELOPER** during the time of construction of the proposed new in the "A" scheduled land and in this regard, the **LAND OWNER** shall not in any manner would be made responsible or liable.


ARTICLE-V
(Jurisdiction)

The Courts at District 24-Parganas (South) or any appropriate forum shall have the jurisdiction to entertain, try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.


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and
for

SCHEDULE A


ALL THAT piece and parcels of land measuring $8 \frac{5}{6}$ Decimals of R.S. Dag No. 1387/3149 under R.S. Khatian No. 4398 and land measuring 6.50 Decimals of R.S. Dag No. 1387/3148 under R.S. Khatian No. 4398 together with structures (i.e. two storied and single storied building) measuring 1500 Square feet in total appertaining to Mouza - Baruipur under ward no - 15, comprised of Holding No. 68 under the Baruipur Municipality, Ukilpara Road, P.S. - Baruipur, District - South 24 Parganas, a proposed building plan is annexed herewith by colour RED bordered line butted and bounded as follows:

On or towards the North:	21' Feet wide Ukilpara Road.	
On or towards the South:	Baruipur Municipality Office.	
On or towards the East:	Others Land.	
On or towards the West:	Satabdi Diagnostic.	


SCHEDULE "B"
(Owner's Allocation)




ALL THAT 50% commercial area and 45% residential area of the total F.A.R./Constructed Area in the proposed new building to be allotted to the **LAND OWNER** herein and 2,50,00,000/- (Two crore Fifty lakhs) only as interest free refundable security deposit constructed on "A" schedule property. The said interest free security deposit be refunded to the developer before taking position of owner allocation.



SCHEDULE "C"
(Developer's Allocation)



ALL THAT 50% commercial area and 55% residential area of the total F.A.R./Constructed Area in the proposed new building to be allotted to the **DEVELOPER** herein constructed on "A" schedule property.



Uktilwa
for

SCHEDULE "D"

(Common parts, areas, services and facilities of the proposed building)

1. The boundary walls of the entire building with the main gate and side gate/doors.
2. The lift with all its fixtures and fittings.
3. The underground reservoir and delivery water pipe lines from the underground reservoir up to the overhead tank on the top floor.
4. The sewerage lines for the refuse and night soils from the main road up to the building and all pits therein.
5. The overhead tank on the top floor roof/terrace and electric motor and pump for drawing water from the underground reservoir up to the overhead tank in the terrace.
6. Main entrance door of the building, the landing space in the ground floor and all the floors and the staircase leading from the ground floor up to the terrace.
7. The entire terrace/roof on the top floor of the proposed building would be common for all the flat owners including the LAND OWNERS. All of them will have common easement right over the terrace/roof of the building.
8. All the electric lines, fittings, connections and points in all the common parts and areas as aforesaid.
9. All the outer walls and back/front/side spaces of the building.

SCHEDULE "E"(SPECIFICATION)

- | | |
|---------------------|---|
| A. Main structure : | Cement casting R.C.C. columns. |
| B. Floor : | vitriified / anti-skid tiles/marble. |
| C. Door : | Quality wooden frames and solid core
flush/panel shutters. Panelled main door shutter. |

K. S. H. H. H.
/

- D. Window : Aluminium window with steel grill.
Sliding (Aluminium)
- E. Wall : Plaster cement and sand mortar with putty inside wall.
- F. Electric : Concealed wiring, 3 points in bed rooms, living & dining room for fan, light, AC and TV with one extra plug point 15 Amp.
Power point of 15 Amp. each in dining space & kitchen & bathroom with point for light, fan / exhaust fan / Geyser all with branded latest switches / MCB etc.
- G. Bathroom : Flooring - Anti-Skid tiles, Door - PVC
Wall Tiles - Wall Dados in Ceramic Tiles up to 6 feet height.
Sanitary wares - White branded WC Commode with Cistern and fittings with one bib cock tap, Basin with tap and plumbing point with tap of the shower line.
- H. Kitchen: Slandered size black stone counter top with 2' feet glaze tiles at the wall. Stainless Steel sinks with tap.
- I. exterior: Latest durable water proof outer finish with colour.
- J. Stair Case/Stair : Should have a ramp for patient support.
- K. Lift : Six passengers lift for medical purposes. SS body without lift carriage room should run or power back up to be provided.

Reciept

Date - 28/04/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023042800042650) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 1,50,00,000/- (One Crore Fifty Lacs) only.

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Date - 12/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023051200075773) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 10,00,000/- (Ten Lacs) only.

Date - 15/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023051500094442) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 20,00,000/- (Twenty Lacs) only.

Date - 24/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023052400087830) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 20,00,000/- (Twenty Lacs) only.

Date - 29/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023052900024761) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 40,00,000/- (Fifty Lacs) only.

Date - 29/05/2023, Cheque through IDBI Bank being no. (085810) Bhattacharya Para branch Rs. 10,00,000/- (Ten Lacs) only.

In total of Rs. 2,50,00,000/- (Two Crores Fifty Lacs) only.

M. S. Dhillon

Date - 12/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023051200075773) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 10,00,000/- (Ten Lacs) only.

Date - 15/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023051500094442) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 20,00,000/- (Twenty Lacs) only.

Date - 24/05/2023, R.T.G.S. through IDBI Bank being ID no. (IBKLR92023052400087830) Bhattacharya Para branch being A/c - 1135102000007276 to Beneficiary A/c No. - 04521000058435 HDFC Bank, Padmapukur Branch Rs. 20,00,000/- (Twenty Lacs) only.

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Date - 29/05/2023, Cheque through IDBI Bank being no. (085810) Bhattacharya Para branch Rs. 10,00,000/- (Ten Lacs) only.

In total of Rs. 2,50,00,000/- (Two Crores Fifty Lacs) only.

[Handwritten Signature]

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

SIGNED & DELIVERED:-

In the presence of

L.T. J Ashoke Nag Chowdhury

WITNESSES:-

1. Jayatee Nag Chowdhury,
Mhilspara Baraipur.
2. Sujit Kumar Das
resident, Baraipur



By the Pen of Jayatee Nag Chowdhury
SIGNATURE OF THE FIRST PART

Munir Khan

SIGNATURE OF THE SECOND PART












Drafted by me: -
Minal Kant Mukherjee
Advocate
Baruipur civil court
En. No. F/337/336/88












CIVILIZE ENTERPRISE
Ashim Halder
Partner












CIVILIZE ENTERPRISE
Salem Sayyid
Partner












SIGNATURE OF THE THIRD PART



Typed by: -
Asgha Sen Chowdhury
Asgha Sen Chowdhury, Baruipur.

Executant / Presentant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 By Hand of <i>L. S. Ashok Nay choudhary</i> <i>L. S. Ashok Nay choudhary</i>	Left Hand					
	Right Hand					
Signature.....						

Claimant / Executant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Pradyumn</i>	Left Hand					
	Right Hand					
Signature..... <i>Pradyumn</i>						

Claimant / Executant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Asim Haldar</i> GRINZE ENTERPRISE <i>Asim Haldar</i> Partner	Left Hand					
	Right Hand					
Signature.....						

Executant / Presentant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 Saem Singh Partner	Left Hand					
	Right Hand					

Claimant / Executant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 Jayadev Nay Choudhary	Left Hand					
	Right Hand					

Claimant / Executant		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

SITE PLAN AT R.S. KHATIAN - 4398, R.S. DAG NO. - $\frac{1387}{3149}, \frac{1387}{3148}$ IN
MOUZA- BARUIPUR, J.L. NO. - 31, WARD NO. - 15, HOLDING NO. - 68,
P.S- BARUIPUR, DIST- SOUTH 24 PARGANAS, UPON UKIL PARA
ROAD, UNDER BARUIPUR MUNICIPALITY

AREA STATEMENT-
LAND AREA = 15.30 DECI.(M/L)



L.T. J. Ashoke Choudhury
By the pen of J. Ashoke Choudhury

24003(78'-9")

26517(87'-00")

8687(28'-6")

17526(57'-6")

23469(77'-00")

21' WIDE UKIL PARA ROAD

SIG. OF OWNER

Ashutosh
Abhijit Chakraborti L.B.S. / E.B.S.
Registered Civil engineer & Consultant of
Kol. MPL. Corp., RJP-SOV. MPL & Barulpur MPL
Registration No. 15/2 (Class-I)

SIG. OF ENGINEER

(Signature)

SITE PLAN
SCALE - 1:100

OFFICE SEAL

CIVILIZE ENTERPRISE

Ashim Halder
Partner

CIVILIZE ENTERPRISE

Suleim Sayed
Partner



ভারত সরকার



Enrollment No. 11907337611907

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 Jayadeb Nag Chowdhury
 W/O. Ranjit Ghosh Chowdhury
 Laxmi Para
 BARISPARA
 Barasat
 Barasat South 24 Parganas
 West Bengal 700144
 983007159
 AL991490087



আপনার সংখ্যা / Your Aadhaar No. :

2581 3011 9068

- সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India
 জয়দেব নাগ চৌধুরী
 Jayadeb Nag Chowdhury
 পিতা - রঞ্জিত ঘোষ চৌধুরী
 Father - RANJIT GHOSH CHOWDHURY
 মোবাইল / DOB: 25/08/1968
 ঠিকানা / Family



2581 3011 9068

- সাধারণ মানুষের অধিকার

Jayadeb Nag Chowdhury

* এই কার্ডটি সর্বত্রই প্রযোজ্য।
 * This card is valid throughout the country.
 * To establish identity, authenticity or to

is proof of identity, authenticity or to
 * To establish identity, authenticity or to

- * এই কার্ডটি সর্বত্রই প্রযোজ্য।
- * This card is valid throughout the country.
- * To establish identity, authenticity or to



ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
 W/O. Ranjit Ghosh Chowdhury
 Laxmi Para, Barasat, Barasat
 South 24 Parganas,
 West Bengal, 700144

Address
 W/O. Ranjit Ghosh Chowdhury
 Laxmi Para, Barasat, Barasat
 South 24 Parganas,
 West Bengal, 700144

2581 3011 9068



Major Information of the Deed

Deed No :	I-1603-07601/2023	Date of Registration	31/05/2023
Query No / Year	1603-2001355286/2023	Office where deed is registered	
Query Date	26/05/2023 3:40:20 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Md Hanif Thana : Barulpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8910431316, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,50,00,000/-]		
Set Forth value	Market Value		
Rs. 4,00,00,000/-	Rs. 4,31,09,845/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 2,50,053/- (Article:E, E, B,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Barulpur, Municipality: BARUIPUR, Road: Ukilpara Road, Mouza: Barulpur, , Ward No: 15, Holding No:68 JI No: 31, Pin Code : 700144

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1387/3149	RS-4398	Commercial Use	Bastu	8.8 Dec	2,00,00,000/-	2,28,00,001/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
L2	RS-1387/3148	RS-4398	Commercial Use	Bastu	6.5 Dec	1,80,00,000/-	1,80,00,000/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
TOTAL :								
Grand Total :					15.3Dec	380,00,000 /-	408,00,001 /-	
					15.3Dec	380,00,000 /-	408,00,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1100 Sq Ft.	15,00,000/-	18,09,844/-	Structure Type: Structure
Gr. Floor, Area of floor : 550 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 550 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L2	400 Sq Ft.	5,00,000/-	5,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					

Total :	1500 sq ft	20,00,000 /-	23,09,844 /-
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Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri Ashoke Nag Chowdhury Son of Late Swadesh Ranjan Nag Chowdhury Nag Chowdhury Bhawan, Ukilpara, Ward No 15, City:- , P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: abxxxxxx6p, Aadhaar No: 84xxxxxxxx1919, Stat :Individual, Executed by: Self, Date of Execution: 30/05/2023 , Admitted by: Self, Date of Admission: 30/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/05/2023 , Admitted by: Self, Date of Admission: 30/05/2023 ,Place : Pvt. Residence</p>
2	<p>Shri Abhirup Nag Chowdhury (Presentant) Son of Shri Ashoke Nag Chowdhury Nag Chowdhury Bhawan, Ukilpara, Ward No 15, City:- , P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: avxxxxxx9a, Aadhaar No: 31xxxxxxxx4773, Status :Confirming Party, Executed by: Self, Date of Execution: 30/05/2023 , Admitted by: Self, Date of Admission: 30/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/05/2023 , Admitted by: Self, Date of Admission: 30/05/2023 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>CIVILIZE ENTERPRISE Madarat, City:- , P.O:- Madarat, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 743610 , PAN No.:: AAxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Ashim Halder Son of Late Balai Halder Alias Balai Chandra Halder Madarat Paik Para, City:- , P.O:- Madarat, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 743610, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx5g, Aadhaar No: 42xxxxxxxx1602 Status : Representative, Representative of : CIVILIZE ENTERPRISE (as PARTNERS)</p>
2	<p>Salim Sardar Son of Late Jamal Sardar Madarat Masjid Para, City:- , P.O:- Madarat, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 743610, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: cfxxxxxx0j, Aadhaar No: 29xxxxxxxx2821 Status : Representative, Representative of : CIVILIZE ENTERPRISE (as PARTNERS)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
Smt Jayatee Nag Chowdhury Wife of Shri Ashoke Nag Chowdhury Nag Chowdhury Bhawan, Ukilpara, Ward No 15, City:-, P.O:- Barulpur, P.S:- Barulpur, District-South 24-Parganas, West Bengal, India, PIN:- 700144			

Identifier Of Shri Ashoke Nag Chowdhury, Shri Abhirup Nag Chowdhury, Ashim Halder, Salim Sardar

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Ashoke Nag Chowdhury	CIVILIZE ENTERPRISE-8.8 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Ashoke Nag Chowdhury	CIVILIZE ENTERPRISE-6.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Ashoke Nag Chowdhury	CIVILIZE ENTERPRISE-1100.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Shri Ashoke Nag Chowdhury	CIVILIZE ENTERPRISE-400.00000000 Sq Ft

Endorsement For Deed Number : I - 160307601 / 2023

On 30-05-2023

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

Presented for registration at 19:48 hrs on 30-05-2023, at the Private residence by Shri Abhirup Nag Chowdhury , on of the Executants.

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

Execution is admitted on 30/05/2023 by 1. Shri Ashoke Nag Chowdhury, Son of Late Swadesh Ranjan Nag Chowdhury, Nag Chowdhury Bhawan, Ukilpara, Ward No 15, P.O: Baruiপুর, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Retired Person, 2. Shri Abhirup Nag Chowdhury, Son of Shri Ashoke Nag Chowdhury, Nag Chowdhury Bhawan, Ukilpara, Ward No 15, P.O: Baruiপুর, Thana: Baruiপুর, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Business

Indetified by Smt Jayatee Nag Chowdhury, , Wife of Shri Ashoke Nag Chowdhury, Nag Chowdhury Bhawan, Ukilpara, Ward No 15, P.O: Baruiপুর, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession House wife

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

Execution is admitted on 30-05-2023 by Ashim Halder, PARTNERS, CIVILIZE ENTERPRISE, Madarat, City:- , P.O:- Madarat, P.S:-Baruiপুর, District:-South 24-Parganas, West Bengal, India, PIN:- 743610

Indetified by Smt Jayatee Nag Chowdhury, , Wife of Shri Ashoke Nag Chowdhury, Nag Chowdhury Bhawan, Ukilpara, Ward No 15, P.O: Baruiপুর, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession House wife

Execution is admitted on 30-05-2023 by Salim Sardar, PARTNERS, CIVILIZE ENTERPRISE, Madarat, City:- , P.O:- Madarat, P.S:-Baruiপুর, District:-South 24-Parganas, West Bengal, India, PIN:- 743610

Indetified by Smt Jayatee Nag Chowdhury, , Wife of Shri Ashoke Nag Chowdhury, Nag Chowdhury Bhawan, Ukilpara, Ward No 15, P.O: Baruiপুর, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession House wife

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 31-05-2023.

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 : (g) of Indian Stamp Act 1899.

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 4,31,09,845/-

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,50,053.00/- (B = Rs 2,50,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,50,053/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of Wb Online on 29/05/2023 10:16AM with Govt. Ref. No: 192023240072909841 on 29-05-2023, Amount Rs: 2,50,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CGPFDM6 on 29-05-2023, Head of Account 0030-03-104-016

Online on 30/05/2023 1:06PM with Govt. Ref. No: 192023240075250791 on 30-05-2023, Amount Rs: 32/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CGQUBS3 on 30-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs, 5,000.00/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8028, Amount: Rs.5,000.00/-, Date of Purchase: 30/05/2023, Vendor name: Shanowaj Mondal


Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W

Online on 29/05/2023 10:16AM with Govt. Ref. No: 192023240072909841 on 29-05-2023, Amount Rs: 5,021/-, B

State Bank of India (SBIN0000001), Ref. No. IK0CGPFDM6 on 29-05-2023, Head of Account 0030-02-103-003-02

Online on 30/05/2023 1:06PM with Govt. Ref. No: 192023240075250791 on 30-05-2023, Amount Rs: 65,000/-, B

State Bank of India (SBIN0000001), Ref. No. IK0CGQUBS3 on 30-05-2023, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

**OFFICE OF THE D.S.R. - III SOUTH 24
PARGANAS**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 217660 to 217701
being No 160307601 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.06.01 14:14:24 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/06/01 02:14:24 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)