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District Sub-Register-III
Alipore, South 24-parganas
22/12/2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 22nd day of *December*, 2023 (Two Thousand Twenty Three) ;

BETWEEN

- 7 DEC 2023

No: 1128 Date:Rs 0.00

Name:

Address:

Vendor - Washim Gazi
Alipore Judge's Court
Kolkata-700 027

T. Chowdhury
Advocate
Alipore Judge's Court
Kolkata-27

Signature of Vendor 

- 7 DEC 2023



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

22 DEC 2023

Baridhata Doh
90 St B. Doh
Alipore Police Cen
20.12

SRI JNANOTOSH BHANDARY, (PAN- AEIPB5852P, Aadhaar No. 4772 5618 5256), son of Sri Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, hereinafter called and referred to as **“the LAND OWNER / FIRST PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED (PAN- AADCT9855G), a Private Limited Company, having its registered office at 26/1A, Mohini Mohan Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020, represented by its Directors (1) **SRI JNANOTOSH BHANDARY, (PAN- AEIPB5852P, Aadhaar No. 4772 5618 5256)**, son of Sri Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, (2) **SRI PARITOSH BHANDARY alias P BHANDARY, (PAN- AKFPB2584B, Aadhaar No. 6472 3536 2242)**, son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B,

Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas (3) **SMT. RAJASREE BHANDARY**, (PAN- AFUPB1872Q, Aadhaar No. 6162 0598 2439), wife of Sri Jnanotosh Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at M-243, Baishnabghata Patuli Township, Block- M, Post Office- Patuli, Police Station- Patuli, Kolkata- 700094, District – South 24 Parganas, represented by its authorized signatory **SRI PARITOSH BHANDARY alias P BHANDARY**, (PAN- AKFPB2584B, Aadhaar No. 6472 3536 2242), son of Dulal Bhandary, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Srabani Complex, Block-B, Rajpur, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700149, District – South 24 Parganas, authorized vide board resolution dated 01.04.2022, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns) of the **OTHER PART:**

WHEREAS one Bhutanath Sardar was the sole and absolute land owner and possessor of the Schedule "A" property along with other property finally published under Cadastral Settlement Survey, being C.S. Dag No 98, under C.S. Khatian No.48 under Mouza - Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No. 56, Revenue Survey No. 41, Police Station Sonarpur, formerly Garia No.1 Gram Panchayet, in the District of 24-Parganas.

AND WHEREAS while seized and possessed the said property the said Sri Bhutanath Sardar sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Sri Mahendra Nath Naskar, solely purchaser therein, lying and situate under Mouza - Garagacha, J.L. No. 45, Pargana Khaspur, Touzi No. 56, Revenue Survey No.41, being C.S. Dag No. 98, under C.S. Khatian No.48, Police Station Sonarpur, formerly Garia No. 1 Gram Panchayet, in the District of 24-Parganas with all easement right by virtue of a Bengali Suf - Bikray Kobala Deed therein.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned property and since the said Sri Mahendra Nath Naskar therein seized, possessed and enjoyed his aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any corner.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor the said Sri Mahendra Nath Naskar therein sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Sri Prabodh Chandra Ghosh, solely purchaser therein **ALL THAT** a piece and parcel of Shali land measuring more or less 1.41 Acres, lying and situate under Mouza - Garagacha, J.L. No. 45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, under Police Station Sonarpur, formerly Garia No.1 Gram Panchayet, in the District

of 24-Parganas with all easement right by virtue of a Bengali Suf Bikray Kobala Deed duly executed and registered on 11th day of February, 1941 in the office of the District Sub-Registrar. Alipore, 24-Parganas and the same is recorded in Book No.1, Volume No.31, Pages from 20 to 23, Being No.443 for the year 1941.

AND WHEREAS by virtue of a said Bengali Suf - Bikray Kobala Deed No.443 in the year 1941 the said Sri Prabodh Chandra Ghosh became the sole owner and possessor of the above mentioned property and has been seizing, possessing and enjoying the same by on paying the rates and taxes to the Authority concern.

AND WHEREAS while seized and possessed the sixteenth anna share of the aforesaid property and since the said Sri Prabodh Chandra Ghosh therein seized and possessed his aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendencies, attachments, trust whatsoever from any person or persons.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor therein the said Prabodh Chandra Ghosh died intestate leaving behind his wife namely Smt. Usha Bala Ghosh and his two sons namely Sri Arun Kumar Ghosh and Sri Ajoy Kumar Ghosh are the legal heirs and successors and/or legal representatives of the said deceased Prabodh Chandra Ghosh.

AND WHEREAS thus by way of inheritance (share of husband and father) the said Smt. Usha Bala Ghosh, Sri Arun Kumar Ghosh and Sri Ajoy Kumar Ghosh became the joint land Owners and possessor in respect of the above mentioned property by on paying the rates and taxes to the Authority concern regularly.

AND WHEREAS while seized and possessed the said land occupied as joint land owners and possessor the said Smt. Usha Bala Ghosh, Sri Arun Kumar Ghosh and Sri Ajoy Kumar Ghosh jointly conveyed and transferred the aforesaid property unto and in favour of Ballygunge Estate Private Limited Company, a Company under the Indian Company Act, having its registered office at 220/E, Rashbehari Avenue, Calcutta - 700019, solely purchaser therein **ALL THAT** a piece and parcel of Shali land measuring more or less 141 Acres in two dag numbers, lying and situate under Mouza - Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No. 96, under C.S. Khatian No.48, shali land area more or less 14 (Fourteen) Decimals and another C.S. Dag No.98, C.S. Khatian No.48, shali land area more or less 1.27 Acres, under Police Station Sonarpur, at present within the limits of Rajpur Sonarpur Municipality, being Ward No.01, in the District of South 24-Parganas with all easement right by virtue of a Bengali Nadabi Patra Deed duly executed and registered in the year 1949 in the office of District Registry office at Alipore and the same is recorded in Book No. I, Volume No.28, Pages from 40 to 63, Being No. 1123 for the year 1949.

AND WHEREAS while seized and possessed the sixteenth anna share of the above mentioned property and since the said Ballygunge Estate Private Limited Company therein seized and possessed its aforesaid landed property without any claim, demand, attachments, encumbrances, liens, charges, lispendences, attachments, trust whatsoever from any corner or corners.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor of the aforesaid Property, the Revisional Settlement operation come into force and in the said Revisional Settlement Record of Right the said lands has been recorded in the name of said Ballygunge Estate Private Limited Company, under Revisional Settlement Survey, being R.S. Khatian No.32 relating to R.S. Dag No. 100, Shali land area measuring more or less 1.27 Acres and R.S. Khatian No.32 relating to R.S. Dag No.98, Shali land area measuring more or less 14 (Fourteen) Decimals, land lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag Nos.98 and 96, under C.S. Khatian No.48, under Police Station Sonarpur, formerly Garia No.1 Gram Panchayet, at present within the limits of Rajpur Sonarpur Municipality, being Ward No.01, in the District of 24-Parganas at present South 24-Parganas.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor the said Ballygunge Estate

Private Limited Company therein sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly of 30/1, Gobinda Ghosal Lane, under Police Station Bhawanipur, Kolkata, solely purchaser therein **ALL THAT** a piece and parcel of Shali land measuring more or less 33 (Thirty Three) Decimals in two dag numbers out of total shali land area measuring more or less 1.41 Acres, lying and situate under Mouza Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No. 98, under C.S. Khatian No.48, relating to R.S. Dag No. 100, R.S. Khatian No.32, Shali land measuring more or less 30 (Thirty) Decimals and C.S. Dag No.96, C.S. Khatian No.48, relating to RS. Dag No.98, R.S. Khatian No.32, Shali land measuring more or less 03 (Three) Decimals, under Police Station Sonarpur, at present within the limits of Rajpur Sonarpur Municipality, being Ward No.01, in the District of South 24-Parganas with all easement right by virtue of a Bengali Suf Bikray Kobala Deed duly executed and registered on 15th day of October, 1958 in the office of the Sub-Registrar, Baruipur, 24 Parganas and the same is recorded in Book No.I, Volume No.82, Pages from 238 to 242, Being No.8108 for the year 1958.

AND WHEREAS by virtue of a said Bengali Suf - Bikray Kobala Deed bearing No.8108 in the year 1958 the said Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly by

her own money and benefit and payment of valuable consideration money became the sole and absolute land owner and possessor of the above mentioned property, the L.R. Settlement operation come into force and in the said L.R. Record of Right the said property has been recorded in the name of said Smt. Anima Debi, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly, under L.R. Khatian No.09, L.R. Dag No.107, being C.S. Dag No.98, under C.S. Khatian No.48. relating to R.S. Dag No.100, R.S. Khatian No.32, Shali land measuring more or less 30 (Thirty) Decimals and C.S. Dag No.96, C.S. Khatian No.48, relating to R.S. Dag No.98, R.S. Khatian No.32, L.R. Dag No. 105, Shali land measuring more or less 03 (Three) Decimals, under Mouza - Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur - Sonarpur Municipality, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas and has been seized, possessed and enjoyed the same by on paying the rates and taxes to the Authority concern.

AND WHEREAS thus while seized and possessed of as sole and absolute rightful land owner and possessor the said Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly therein mutated her name in the Office of the Rajpur - Soharpur Municipality in respect of the above mentioned property known, numbered and described as Municipal Holding No.30,

Garagacha, being Ward No.01, in the District of South 24 Parganas and has been seized, possessed and enjoyed the same by on paying the rates and taxes to the Authority concerned regularly.

AND WHEREAS while seized and possessed as sole and absolute rightful land owner and possessor therein the said Smt. Anima Debi alias Anima Rani Debi alias Anima Ganguly, Wife of Prafulya Ratan Gangopadhyay alias Prafulya Ratan Ganguly therein sold, conveyed and transferred with a valuable consideration mentioned therein unto and in favour of Sri Gautam Mandal, Son of Sri Meghnath Mandal of Sreekhanda (Dadpur), Post Office Panchpota, under Police Station Sonarpur, District: South 24 Parganas, solely purchaser therein (vendor herein) ALL THAT a piece and parcel of Shali land measuring more or less 04 (Four) Cottahs 0(Zero) Chittak 02(Two) Square Feet out of total 30 (Thirty) Decimals, lying and situate under Mouza - Garagacha, J.L. No.45, Pargana - Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No. 100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, Post Office - Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality, Holding No.30, Garagacha, being Ward No.01, in the District of South 24 Parganas with all easement right by virtue of a Bengali Suf Bikray Kobala Deed duly executed and registered on 22nd day of September, 2004 in the office of the District Sub-Registrar IV, Alipore, South 24 Parganas and the

same is recorded in Book No.I, Volume No.24, Pages from 2576 to 2596, Being No.04039 for the year 2004.

AND WHEREAS after purchase of the Schedule "A" below mentioned Shali land by virtue of a said Bengali Suf - Bikray Kobala Deed No.04039 in the year 2004 the said Sri Gautam Mandal (vendor herein), Son of Sri Meghnath Mandal became the sole and absolute land owner and possessor of the landed property.

AND WHEREAS thus while seized and possessed of as sole and absolute rightful land owner and possessor the said Sri Gautam Mandal, son of Sri Meghnath Mandal herein mutated his name in the Office of the Rajpur Sonarpur Municipality in respect of the Schedule "A" below mentioned property known, numbered and described as Municipal Holding No.355, Garagacha, being Ward No.01, in the District of South 24 Parganas and has been seizing, possessing and enjoying the same by on paying the rates and taxes to the Authority concerned regularly.

AND WHEREAS Sri Jnanotosh Bhandary, the present owner purchased the said **ALL THAT** piece and parcel of Shali land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, Post Office Garia, under Police Station Sonarpur, within

the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said land from said Sri Gautam Mandal, son of Sri Meghnath Mandal by way of a Deed of Conveyance dated 8th day of April, 2016 which was registered before D.S.R.-IV, Alipore, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2016, pages from 60061 to 60090, being no. 160402189 for the year 2016.

AND WHEREAS present owner mutated her name in B.L. & L.R.O. being L.R. Khatian No 597, L.R. Dag No. 107 and also mutated his name in Rajpur Sonarpur Municipality, being Holding No. 355, Ward No. 1 and also converted the said shali land to bastu land vide conversation Case no. CN/2021/1615/1394.

AND WHEREAS now the Owner herein seized and possessed **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality,

Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said land and the said total landed property is described in the **SCHEDULE "A"** below (hereinafter referred to as the 'said property).

AND WHEREAS the Owner thus being the sole and absolute owner of the said property has seized and possessed of the same by making payments of all out going rates and taxes free from all encumbrances, claims and demands.

AND WHEREAS the First Party / **LAND OWNER** have represented that he is desirous of developing the land for construction of a G + III building and duly sanctioned a **building plan being Plan No. SWS-OBPAS/2207/2022/1330 dated 04.11.2022** but at present due to various reason is unable to initiate the process of doing the same. The First Party stated inter alia that they are desirous of constructing the above said building for their own residential purpose but do not possess the financial means to do the same. They also represented that they are in requirement of financial assistance for their own personal need and as want to dispose off the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owner are now desirous that the said land be developed by constructing a residential Building thereon by the Developer in accordance with the Plan and to

which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing:-

AND WHEREAS the **SECOND PARTY / DEVELOPER** is a reputed Developer of Ownership buildings / flat / apartment, etc. and is interested in developing the **LAND OWNER** and constructing a G+III storied residential building thereon with the objective to sell off the Developer allocation of the proposed building according to ratio after satisfying or giving possession to the **LAND OWNER** according to her allocation in the proposed building.

AND WHEREAS acting on the basis of the above representation made by the both the parties, it has now been mutually agreed by and between the parties hereto that the Second Party / **DEVELOPER** shall at his own cost develop the said property more fully and particularly described in the Schedule- A hereunder written and hereinafter referred to as the SAID LAND on the terms and conditions and in the manner hereinafter provided.

In this Deed of Agreement wherever the context so admits, Singular includes Plural, Masculine includes Feminine and vice versa.

NOW THIS DEED OF AGREEMENT FOR DEVELOPMENT OF THE SAID LAND AND CONSTRUCTION OF RESIDENTIAL G + III STORIED BUILDING THEREON WITNESSETH AND IT IS

HEREBY AGREED TO, BY AND BETWEEN THE PARTIES AS FOLLOWS :

- A. The **OWNER** : Shall mean the Owner above named and her heirs, executors, administrators, legal representatives and/or assigns.
- B. The **DEVELOPER** : Shall mean the Developer above named and its successors and/or assigns.
- C. The said **PROPERTY** : **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355,

Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said land.

ARTICLE : "I" DEFINITIONS

A. **LAND** :-

SAID LAND shall mean **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98, under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said

land, more fully described in the **SCHEDULE "A"** hereunder written.

B. BUILDING:-

BUILDING shall mean and include the earthquake resistant G+III storied RCC Building with necessary and associated structure / infrastructure as may be decided by the Developer but in accordance with the plan already sanctioned by the Rajpur Sonarpur Municipality vide building plan being Plan No. **SWS-OBPAS/2207/2022/1330 dated 04.11.2022** and other appropriate Authorities for construction of the Building at the cost of the DEVELOPER on the said LAND of the OWNER and shall include the flat, Car Parking space, commercial space and other spaces intended for the use of the occupants of the Building on such terms as may be agreed between the land Owner and developer.

C. OWNER AND DEVELOPER:-

Shall include their respective Transferees/Nominees.

D. COMMON FACILITIES:-

Shall mean and include corridors, stairways, liftwell, lift, drains, water pumps, water storage, overhead tanks, gardens and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the Building and the

common facilities or any of them thereon as the case may be.

E. **CONSTRUCTED SPACE:-**

Shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned Plan.

F. **THE OWNER'S ALLOCATION:-**

Shall mean **ALL THAT** 30% constructed area of the proposed G+III storied building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

G. **THE DEVELOPER'S ALLOCATION:-**

Shall mean **ALL THAT** rest 70% constructed area of the proposed building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

H. **BUILDING PLAN:-**

Shall mean Plans for the construction of the proposed Building, which has already sanctioned by the Rajpur Sonarpur Municipality vide **building plan being Plan No. SWS-OBPAS/2207/2022/1330 dated 04.11.2022** and shall include any amendment thereto and/or modification thereof.

- I. **FLOOR AREA:-**
Shall mean the floor area ratio permissible and sanctioned for construction on the said premises according to the prevailing Building Rules of the Rajpur Sonarpur Municipality.
- J. **PARKING SPACE:-**
Shall mean and include the open car parking space provided in the land or within the Building.
- K. **CONSTRUCTED AREA:-**
Shall mean the space in the Building available, for independent use and occupation including the space demarcated for common facilities and services as per sanction Plan.
- L. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**
Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a G+III storied Building to Purchasers thereof and will include the meaning of the said terms and defined in the Income Tax Act, 1961.
- M. **TRANSFeree:-**
Shall mean a person to whom any space in the Building will be or has been agreed to be transferred.

N. **ADVOCATE :**

Shall mean Advocate or Attorney shall mean Tapas Chowdhury, Advocate, Alipore Judges' Court, Kolkata-700027.

ARTICLE - "II"

(TITLE AND INDEMNITIES)

1. The OWNER hereby declare that he has good title in the said property consisting of land and structure by virtue of purchase and they have right and title to enter into this Agreement with the DEVELOPER, and the OWNER hereby undertake to indemnify and keep the DEVELOPER indemnified against any or all Third Party claim, actions or demands whatsoever concerning the OWNER'S title.
2. The OWNER hereby confirm that the DEVELOPER shall be entitled to construct and complete the Building (Residential/ Commercial) as per the approved and sanctioned plan on the said premises and retain and enjoy the DEVELOPER'S allocation therein without any interruption or interference from the OWNER or any person or persons lawfully claiming through or under the OWNER and the OWNER undertake to indemnify and keep the DEVELOPER indemnified against all losses and damages, costs, charges and expenses incurred as a result of any breach of this confirmation.

3. The DEVELOPER undertakes to construct the Building in accordance with the Plan already sanctioned by the Rajpur Sonarpur Municipality and undertakes to pay any damages, penalties, and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.
4. The DEVELOPER shall have the right to appoint Architects, Engineers, Contractors for the construction of the building and hereby undertakes to indemnify and keep the OWNER indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of any act or omissions and commissions of the DEVELOPER and/or the Contractor or any accident or otherwise in or relating in the construction of the building.
5. The DEVELOPER hereby undertakes to construct and complete the Building in all respects diligently and expeditiously within 18 months from the date of execution of this Development Agreement. However, if the Second Party is prevented in completing the project within the stipulated time of 18 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of 6(six) months on such further terms and conditions as may be mutually agreed upon between the First and Second Party. The time of

completion of the proposed building is the essence of the contract. If the developer will not complete the entire project within the stipulated period, then the developer will pay an amount of Rs.5000/- per month as penalty till handing over the possession of owner's allocation to the owner.

6. The DEVELOPER hereby undertakes to construct the Building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Rajpur Sonarpur Municipality or other Body or Authorities concerned relating to any deviation for which it may be responsible.
7. The OWNER hereby also undertake that after taking possession from the DEVELOPER of their allocation doing any deviation in their portion for which the OWNER will be responsible for paying any damages, penalties to the Rajpur - Sonarpur Municipality or other body and authorities.
8. That the Municipality Mutation and Conversation will be done by the developer at the cost of the developer and all other expenses will be bear by the developer.

ARTICLE - "III"

(OWNER'S OBLIGATIONS)

The OWNER / FIRST PARTY covenants as follows:

1. The OWNER shall execute a Registered Development Power of Attorney in favour of Developer to facilitate the

construction of the Building according to the sanctioned plan at the cost and risk of developer. DEVELOPER and sale of the Flats, Car Parking Space, commercial space in Developer's allocation after fully satisfying the requirements of the OWNER.

2. That the First Party / OWNER shall deliver undisputed possession of the schedule land not amounting to transfer and free from encumbrances to the Second Party / DEVELOPER to develop the said land and measurement for preparation of site plan and shall demarcate the property boundary for construction of boundary wall and shall clear up to date all the taxes to the Rajpur – Sonarpur Municipality or the land revenue authorities before delivery of possession of the land.
3. That the First Party / OWNER delivered all Original papers / land documents to the Second Party/ DEVELOPER to enable him to verify the land documents and for obtaining necessary financial assistance from any financial institution at developer's own cost, risk and exclusive liability for construction of the Ownership building on the Said Land as and when necessary.
4. That the First Party / OWNER after agreeing in writing to the site development plan as proposed by the Second party / DEVELOPER will not interfere in the construction works of the Second Party / DEVELOPER nor make any

comments / suggestion / advice / direction regarding alteration / addition of site plan approved by the competent authority. In case of any modification to the original plan, the SECOND Party/DEVELOPER will notify and get agreement in writing prior to carrying out the changes.

5. That the First Party / OWNER after execution of this Deed of Agreement shall not in any way encumber the said land by way of mortgage, lease, sale, gift, let out or any other mode of transfer or dispose of the said property or any portion thereof.
6. That the First Party / OWNER shall keep found against all third party claims or compensations and any other untoward incidents directly attributable to any act of omission of the First Party / OWNER prior to handing over possession of the scheduled land and shall have to negotiate / compromise / rectify at his own cost.
7. The First Party / OWNER do hereby declare, represent and assure the Second Party-/ DEVELOPER as under-
 - (a) That prior to entering into this Agreement for development, they have not entered into any agreement for sale or lease or mortgage or otherwise in respect of the said property in favour of anyone else nor has accepted any earnest money or token money or any other amount from any other persons

towards sale or lease mortgage or otherwise of the said property described in the Schedule - "A" written hereunder.

- (b) That the said property is not subject to any mortgage, lien, charge, suit attachment, either before or after judgement or judicial or quasi judicial proceeding.
 - (c) That the OWNER have not received any notice for acquisition or requisition or reservation of the said property or any part thereof prohibiting or restricting the development thereof from the competent authority.
 - (d) That the OWNER have complied with the provisions of the laws for the time being in force which are applicable to the said property, as also Rules and Regulations, Bye laws of the Rajpur - Sonarpur Municipality , Sonarpur, South 24 Parganas.
 - (e) That the Corporation Taxes and other outgoing in respect of the said property have been paid upto the date of signing this agreement and that nothing is outstanding and no proceedings are pending against the said property of any part thereof.
8. The Conveyance or any other deed of the undivided proportionate share of land/space together with

flat/flats/garage comprised in the said premises as be appurtenant to the Developers' allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in purchasing or otherwise acquiring undivided land or other space and flat/flats in the Developers' allocation in such portion and/or shares as the Developer may from time to time nominate and direct. There will not be any financial obligation on the Owner due to this.

9. It is clarified that all amounts receivable under such agreements or other document of transfer for indivisible proportionate share of land comprised in the said premises and/or flats and/or space shall be for and to the account of the Developer and shall be received by the Developer exclusively of the developer's allocation only and the Owner shall have no objection therewith on the following: -

- (i) Construction of the building should be made by the Developer with his own cost and the developer may obtain any loan from any financial institution, Bank or from any other person against his allocation of the said project. The developer can involve any other person / persons as his partner through partnership deed for completion the said project with prior written authorization from the Owner. Development Power of Attorney shall be given only to the Developer. The OWNER and Developer have no objection against any

intending flat purchaser regarding Banking Loan or loan from any Financial Institution or personal loan from any person.

10. The Owner shall hold the Owner's allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchasers or other Occupiers of the flats of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the Owner's area at the same rate and in the same manner as the Purchasers of the flats of the Developers' allocation.
11. The Owner shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchaser relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building before, during or after construction of the said building according to the plan or plans. All materials, plants and machinery brought in upon the said property or workmen, laborer used, employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owner shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.
12. In case of demise of the Owner during the tenure of the construction and final transaction, their heirs shall in that

case make such acts and things so that this agreement remains valid and fresh General Power of Attorney shall be executed by their heirs so long the final transaction is not completed and in case of negligence or failure all the heirs of the Owner shall be liable to make good of the total loss and damages whatsoever the Developer may suffer in this regard.

13. All notices consents and approvals to be given on behalf of the Owner shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.
14. The responsibility of the management and maintenance of all the open space comprised in the said premises (i.e. excepting the land covered under the building and / or other structure on the said premises) shall be that of the Developer until the Society or Association or Syndicate be formed by the Owner / Occupier and / or Purchasers of the building and/or other structures on the said premises and the Owner and / or Purchasers including the Owner herein agreed to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time responsible for the same.
15. That at the time of handing over the possession of the Schedule "A" property, the land Owner herein clear all taxes and outgoings and conversation of land, no objection certificate from A.P.C.S. along with all proceedings.

16. A supplementary Deed may be executed by both part herein for demarcation of both part allocation in the proposed building.

ARTICLE - "IV"
(DEVELOPER'S OBLIGATIONS)

The Second Party / DEVELOPER covenants with the First Party / OWNER as follows:

1. That the Second Party / **DEVELOPER** shall develop and construct the said RCC residential building in terms of this Agreement and in accordance with the plans sanctioned and approved by competent authority / Rajpur - Sonarpur Municipality. The Approved Site Development Plan, sanctioned Building Plan, structural plan, Layout, No Objection Certificate, Sanction Letter from Rajpur - Sonarpur Municipality, etc shall form part and parcel of this Agreement.
2. That the Second Party / **DEVELOPER** shall indemnify and keep indemnified the First Party / OWNER from the effect and consequences of any breach or violation on its part in fulfilling obligations under any law or any other contract in connection with the Said Land and / or Building to be constructed on the Said land.

3. The Second Party/ DEVELOPER shall not handover possession of any flat of DEVELOPER'S allocation to anyone before delivery of possession of the First party's / OWNER'S share to the OWNER in full satisfaction within the stipulated period. The Owner shall have right to inspect the procedure of construction of proposed building and his allocated portion in the proposed building by themselves or by their nominated person for which the developer must cooperate of every enquiry of the Owner.
4. That the Second Party / DEVELOPER shall complete the construction of the G+III storied building in all respects entirely at its cost, risk and responsibility within 18 months from the date of execution of this Development Agreement. However, if the Second Party is prevented in completing the project within the stipulated time of 18 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of six months on such further terms and conditions as may be mutually agreed upon between the First and Second Party.
5. That at the request of the First Party / OWNER, the building will be named "**SOLITARY HEIGHTS**" which may be prefixed or suffixed with any word as deemed fit

by the Second Party / DEVELOPER but with consent of the OWNER.

6. That the Second party / DEVELOPER shall not do or cause to be done any works / acts or things which may cause disturbance / annoyance / enmity with the neighbors. In case of any disagreements, the DEVELOPER shall resolve the issue bilaterally through mutual discussions with them without involvement financial or otherwise of the First Party / OWNER.
7. That the Second party / DEVELOPER shall develop the Said Land and construct the G+III storied residential building entirely at his cost in accordance with the plan sanctioned by Rajpur Sonarpur Municipality.
8. That the entire responsibility for construction of the Ownership building, i.e. payment of construction permission from the Rajpur - Sonarpur Municipality, to prepare site plan and for making or selling of such flats and selection of parties, etc. shall be exclusively made by the Second party / DEVELOPER.
9. The Developer after completion of the Building shall obtain completion certificate in respect of the Building from the Rajpur - Sonarpur Municipality within the said stipulated period.

10. After obtaining Municipal completion certificate for completion of job, from Rajpur - Sonarpur Municipality the developer should handover the copy of said certificate to the Owner unconditionally.
11. The Developer hereby agrees and covenants with the Owner not to deviate any of the provisions or rules applicable for construction of the said Building.
12. During the construction phase, all expenses including electricity charges, water charges, municipal taxes, etc will be borne by the DEVELOPER. The DEVELOPER shall also adequately insure the building at its cost against all possible risks till the OWNER'S allocation is registered in the names of the OWNER or its nominees at costs by the Developer.
13. That the land Owner shall have no liability to pay any taxes and outgoings in respect of the developer's allocation.

ARTICLE: "V"

(DEVELOPER'S RIGHTS)

1. In consideration of the Developer having agreed to construct, effect and complete a new Building of first class construction as per agreed specification on the said LAND in accordance with the plan sanctioned by the

Rajpur Sonarpur Municipality at its own costs and sole liability and responsibility and in further consideration of the Developer having agreed not to charge towards construction of Owner's allocation as provided hereinafter, the Owner have agreed to grant exclusive right to development of the said premises on the terms and conditions hereinbefore and hereinafter appearing.

2. The Developer acting on behalf of and as Attorney of the Owner shall at the exclusive cost of the Developer from time to time submit the Building Plan sanctioned by the Rajpur Sonarpur Municipality to any other Authority for clearance or approval of the plan or may or shall be required for the construction of the Building on the said premises. The Developer shall cause at its own costs and expenses and such changes to be made in the Building plan or otherwise as shall be required by any Authority or to comply with such clearance or approval as aforesaid expeditiously and without delay with Owner's consent.
3. All applications, Plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner but otherwise at the costs and expenses in all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited thereof or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that

the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.

4. The Developer during all phases of the project shall abide by all the laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.
5. Without prejudice to the obligations of the Developer to construct the allocations of the Owner, to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. (save and except for such shares therein as be appurtenant to the Owner's allocation) and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner i.e. Owner's allocation) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payment therefore.

ARTICLE: "VI"
(EXPLOITATION RIGHTS)

The Owner grant exclusive right to the Developer to construct the said proposed Building in the land referred above and in **SCHEDULE 'A'** below with own finance, risk and responsibility and by allotment, Owner shall be entitled to get 30% constructed area of the proposed G+III storied building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

And the Developer being entitled to the rest 70% of the total constructed area except Owner's allocation of total constructed Flats, Car Parking Spaces the Developer shall be entitled to obtain necessary advance from such Buyer/s on terms and conditions as the Developer in its absolute discretion deem fit and proper.

ARTICLE: "VII"
(BUILDING)

1. The Developer shall at its own costs and liabilities construct the G + III storied building on the said premises according to the Building Plan sanctioned by the Rajpur Sonarpur Municipality.
2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries

and the Owner shall in no way be liable for the payment of the same.

3. The Developer is hereby authorized and empowered in relation to the Construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owner for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the Building and other inputs and facilities required for which purpose, the Owner do hereby agree to execute a Developer Power of Attorney in favour of the DEVELOPER and the Owner shall also sign all such applications and other documents as shall be required by the Developer and other Authorities, for the purpose of or otherwise for or in connection with the construction of the said building for time to time.

ARTICLE: "VIII"

(BUILDING ALLOCATION)

1. Immediately upon the construction of the proposed Building stage by stage and/or its completion or on any parts of the same except Flats, and car parking spaces and covered spaces as mentioned in the **SCHEDULE 'B'** being the OWNER'S allocation, all other Flats, car parking spaces, covered spaces shall belong to the Developer and the Owner shall not have any right, title, interest, claim

and demand whatsoever in respect thereof of the construction, to be made as sanctioned plan mentioned in the **SCHEDULE 'C'**.

2. On completion of the Building and on delivery of said Owner allocation of Flats and Car Parking Spaces and commercial space etc. in Owner's allocation with the stipulated period to the Owner to his full satisfaction, the Owner shall transfer and convey at the request of the Developer and at the cost of the Developer or Transferees and not at the cost of the OWNER, the indivisible proportionate share of the land in respect of the Flats, and car parking spaces, commercial spaces, etc by executing the relevant Deed of Sale / transfer in favour of the Developer or such other person or persons, who may be nominated by the Developer in that regards.

ARTICLE: "IX"
(CONSIDERATION)

The Developer shall construct G + III storied building in the said land according to the Building plans sanctioned by the Rajpur - Sonarpur Municipality. The entire finance for construction of said Building and incidental costs shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats except the Owner's allocation of Flats, and Car Parking spaces as demarcated and also proportionate sanctioned area, if

achieved and Car Parking Space and commercial space in the Building on this terms and conditions.

ARTICLE: "X"
(OWNER'S ALLOCATION)

ALL THAT 30% constructed area of the proposed G+III storied building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

ARTICLE: "XI"
(DEVELOPER'S ALLOCATION)

ALL THAT rest 70% constructed area of the proposed building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

The Developer shall be allocated the rest of the Flat, and Car Parking Space and except the said Flats, Car Parking Spaces and Commercial Space in Owner's allocation, which will be allotted to the Owner. The Developer shall sell the Flats and Car Parking Spaces in its allocation to intending Purchaser or Purchasers at such price and terms and conditions, proceeds of sale of Flats and Car Parking Space in its allocation shall belongs to Developer.

ARTICLE: "XII"
(MISCELLANEOUS)

1. The Owner and the Developer have entered into the Development Agreement purely on a principle to principle basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owner as a Joint Venture between the Owner and the Developer and not in any manner constitute an Association of persons. Each Party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors, administrators, representatives and assigns of the Parties hereto.

2. As and from the date of handing over after completion of the Building, the Developer and/or its Transferees and the Owner and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Rajpur - Sonarpur Municipality and/or other Authorities. ✓

3. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the Parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or

enactment thereto from time to time in force and award given by the Arbitrator shall be binding final and conclusive of the Parties hereto.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developers shall only be entitled to receive consideration money by executing Agreement/ Final Document for Transfer of property as per provisions laid down in the said documents as a Developer without getting any Ownership of any part of the property under Schedule. This development Agreement and the related development power of Attorney shall never be treated as the Agreement / Final Document for transfer of property between the Owners and the Developers in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

ARTICLE: "XIII"

(JURISDICTION)

Appropriate Courts at Alipore, District – South 24-Parganas or Calcutta High Court, shall have the jurisdiction to entertain all disputes and actions between the Parties herein.

SCHEDULE - "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID LAND)

ALL THAT piece and parcel of land measuring more or less 4 (Four) Cottahs 0(Zero) Chittak 02 (Two) Square Feet, lying and situate under Mouza Garagacha, J.L. No.45, Pargana Khaspur, Touzi No.56, Revenue Survey No.41, being C.S. Dag No.98,

under C.S. Khatian No.48, relating to R.S. Dag No.100, R.S. Khatian No.32, L.R. Dag No. 107, L.R. Khatian No.09, at present L.R. Khatian No 597, Post Office Garia, under Police Station Sonarpur at present Narendrapur, within the ambits of Rajpur Sonarpur Municipality, Holding No.355, Garagacha, being Ward No.01, Additional District Sub Registry Office at Garia (formerly Sonarpur), District Sub Registry Office at Alipore, in the District of South 24-Parganas, including all right of ingress and egress over the Road and all easement rights and all trees on the said land and butted and bounded as follows:

ON THE NORTH	:	R.S. Dag no. 90.
ON THE SOUTH	:	12' feet wide Municipal Road.
ON THE EAST	:	Part of R.S. Dag no. 100.
ON THE WEST	:	Part of R.S. Dag no. 100.

SCHEDULE - "B" ABOVE REFERRED TO
(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT 30% constructed area of the proposed G+III storied building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

SCHEDULE - "C" ABOVE REFERRED TO
(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rest 70% constructed area of the proposed building along with proportionate share of land with common areas and facilities sanctioned by the competent authority.

SCHEDULE - "D" ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS)

1. Staircase on all floors, staircase landing on all floors, lift & Lift well.
2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Electrical Power Transformer.
8. Roof, security room, security toilet and meter room.

SCHEDULE - "E" ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.

2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

SCHEDULE "F"
SPECIFICATION
(STRUCTURAL DESIGN)

BUILDING:

G + III storied residential building.

STRUCTURE:

R.C.C. framed structure with brick walls and cement plaster finish.

FLOORING:

Vitrified tiles (2' feet X 2' feet) standard make.

TOILET:

Vitrified tiles, standard make, on walls upto 6 ½ feet high tiles (2' feet X 2' feet). Wash Basin, European type commode with cisterns will be of Parryware / Hindware of better. Mirrors, Soap trays, water mixers, taps, bath shower mixers, etc will be of best quality. There will be plumbing and electrical installation and wiring for geysers.

KITCHEN:

Granite Red colour slab upto a height of 4 feet along with granite table top and stainless steel sink. Electrical wiring for exhaust fan, electrical chimney, and electrical appliances shall be provided.

DOORS:

Main entrance - collapsible gate, Flush wooden shutters with wooden frame painted with two coats wood primer and two coats of paint with brass tower bolts on the inside, brass L-drops in the outside and Godrej make Mortise locks For the main entrance doors, Godrej make readymade doors with locks shall be fitted.

WINDOWS:

Aluminum sliding windows fitting clear glass with M.S. Grill with mosquito net sliding windows.

ELECTRICAL:

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without fittings Electrical Provisions with starter breakers shall be made for ACs in the one Bed room. Electrical wiring will be of Finolex company.

OUTSIDE BUILDING:

Cement base paint finish.

INSIDE WALLS:

Putty finish.

ROOF:

Water proofing treatment on roof.

WATER:

Water pump, overhead water tank and boring water- Bore 1000 sq.ft.

ADDITION/ALTERATION/MODIFICATION:

In case of any addition/alteration/modification (internally) if desired by the proposed Owner and estimate will be submitted by the Developer to them for the same and will be taken up by the Developer only when the said estimates are agreed upon by the proposed Owner

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

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the Presence of:

WITNESSES:

1. *Bandyopadhyay Alok*
Alipore Judge Court
ref. 27

[Signature]
SIGNATURE OF THE OWNER

2. *Paritosh Bhandary*
for
Xa'pore Jm'land
Kolkata-700027

FOR TRANS LOG INTEGRATED SERVICES PVT. LTD.
Paritosh Bhandary
Director

SIGNATURE OF THE DEVELOPER

Drafted by me:

[Signature]
Advocate

Alipore Judges' Court,
Kolkata-27. *F/378/11/3/20*

Computer print at :
S. Pradhan
Alipore Judges' Court,
Kolkata-27.

Thumb 1st Finger Middle Finger Ring finger Small Finger

	Left hand					
	Right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger



Left hand					
Right hand					

Name

Signature

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand					
Right hand					

Name PARITOSH BHANDARY

Signature Paritosh Bhandary

Thumb 1st Finger Middle Finger Ring Finger Small Finger

	Left hand					
	Right hand					

Name

Signature



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS., ALIPORE
22 DEC 2023

Major Information of the Deed




Deed No :	I-1603-19961/2023	Date of Registration	22/12/2023
Query No / Year	1603-2003118377/2023	Office where deed is registered	
Query Date	19/12/2023 4:36:58 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Baidyanath Dolui Alipore,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9064896216, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 61,60,277/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,030/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garagachha Road, Mouza: Garagachha, , Holding No:355 JI No: 45, Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-107 (RS :-)	LR-597	Bastu	Shali	4 Katha 2 Sq Ft	1/-	61,60,277/-	Width of Approach Road: 12 Ft.,
Grand Total :					6.6046Dec	1 /-	61,60,277 /-	



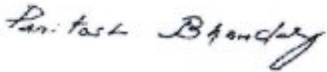
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr JNANOTOSH BHANDARY Son of Mr DULAL BHANDARY Executed by: Self, Date of Execution: 22/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office		 Captured	
		22/12/2023	LTI 22/12/2023	22/12/2023
M 243 BAISHNABGHATA PATULI TOENSHIP, Block/Sector: M, City:- Not Specified, P.O:- PATULI, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx2P, Aadhaar No: 47xxxxxxx5256, Status :Individual, Executed by: Self, Date of Execution: 22/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED 26/1A MOHINI MOHAN ROY ROAD, City:- Not Specified, P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PARITOSH BHANDARY, (Alias Name: Mr P BHANDARY) (Presentant) Son of DULAL BHANDARY Date of Execution - 22/12/2023, , Admitted by: Self, Date of Admission: 22/12/2023, Place of Admission of Execution: Office		 Captured LTI 22/12/2023	 22/12/2023
	SRABANI COMPLEX BLOCK B RAJPUR, City:- Not Specified, P.O:- RAJPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx4B, Aadhaar No: 64xxxxxxxx2242 Status : Representative, Representative of : TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED (as AUTHORISED SIGNATORY)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAIDYANATH DOLUI Son of Late B DOLUI ALIPUR POLICE COURT, City:- Not Specified, P.O:- ALIPUR, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured 22/12/2023	 22/12/2023
Identifier Of Mr JNANOTOSH BHANDARY, Mr PARITOSH BHANDARY			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr JNANOTOSH BHANDARY	TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED-6.60458 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garagachha Road, Mouza: Garagachha, , Holding No:355 JI No: 45, Pin Code : 700084

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 107, LR Khatian No:- 597	Owner:শ্রীমানভোষ জন্ডারী, Gurdian:দুলাল জন্ডারী, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	Mr JNANOTOSH BHANDARY

Endorsement For Deed Number : I - 160319961 / 2023

On 22-12-2023

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 12:42 hrs on 22-12-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr PARITOSH BHANDARY Alias Mr P BHANDARY,.

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 61,60,277/-

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

Execution is admitted on 22/12/2023 by Mr JNANOTOSH BHANDARY, Son of Mr DULAL BHANDARY, M 243 BAI SHNABGHATA PATULI TOENSHIP, Sector: M, P.O: PATULI, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business

Identified by Mr BAIDYANATH DOLUI, , Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-12-2023 by Mr PARITOSH BHANDARY, , Mr P BHANDARY AUTHORISED SIGNATORY, TRANS LOG INTEGRATED SERVICES PRIVATE LIMITED (Private Limited Company), 26/1A MOHINI MOHAN ROY ROAD, City:- Not Specified, P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr BAIDYANATH DOLUI, , Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/12/2023 8:32PM with Govt. Ref. No: 192023240323000758 on 21-12-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 2807125294413 on 21-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 10,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1128, Amount: Rs.10.00/-, Date of Purchase: 07/12/2023, Vendor name: Washim Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/12/2023 8:32PM with Govt. Ref. No: 192023240323000758 on 21-12-2023, Amount Rs: 10,020/-, Bank: SBI EPay (SBlePay), Ref. No. 2807125294413 on 21-12-2023, 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 561446 to 561498
being No 160319961 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.12.29 15:06:02 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 29/12/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.