

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

32
2/6/22

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

3/160/26/22 57AB 793589

Certifying that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet or sheets attached with this document are the part of this documents.

Additional District Court Registrar,
Rajarhat, New Town, North 24-Pgs

22 JUN 2022

DEVELOPMENT AGREEMENT

1. Date : 22.06.2022

2. Place : Kolkata

3. Parties :

3.1 BIPON BASU [PAN : CAYPB3829C], [AADHAAR

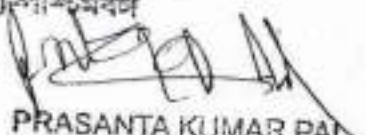
25 MAY 2022

6225-101-2

Pinaki Chattopadhyay
Advocate

Judge's Court, Barasat

জেলা-পশ্চিম মেদিনীপুর
রাধা-পশ্চিমবঙ্গ



PRASANTA KUMAR PAL
Stamp Vendor
Dantan A.D.S.R. Office



Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

25 May 2022



DIPON 174 2022

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

GRN Details

GRN:	192022230050486331	Payment Mode:	Online Payment
GRN Date:	15/06/2022 12:24:30	Bank/Gateway:	Bank of Boroda
BRN :	1290627760	BRN Date:	15/06/2022 12:26:19
Payment Status:	Successful	Payment Ref. No:	3001601926/4/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	PINAKI CHATTOPADHYAY
Address:	TEGHORIA MAIN ROAD
Mobile:	9830061809
Contact No:	9830061809
Depositor Status:	Advocate
Query No:	3001601926
Applicant's Name:	Mr PINAKI CHATTOPADHYAY
Identification No:	3001601926/4/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	3001601926/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	7020
2	3001601926/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	7041

IN WORDS: SEVEN THOUSAND FORTY ONE ONLY.



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

22 JUN 2022

NO. 474573719156] & [MOBILE NO. 9038013738], son of Late Biren Basu @ Birendra Nath Basu & Late Chinta Basu @ Late Chinta Rani Basu, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ramkrishna Pally, Aswininagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.

- 3.2 **BIPLAB BASU [PAN : CAYPB3830K] [AADHAAR NO. 411483574561] & [MOBILE NO. 8013209533]**, son of Late Biren Basu @ Birendra Nath Basu & Late Chinta Basu @ Late Chinta Rani Basu, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ramkrishna Pally, Aswininagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700159, District North 24 Parganas, West Bengal.

Hereinafter jointly called and referred to as the **"LANDOWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

AND

- 3.2 **AD CONSTRUCTION [PAN : ABGFA0140G]**, a Partnership Firm, having its office address at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700067, District - Kolkata, West Bengal, represented by its Partners namely (1) **AVIJIT BOSE [PAN : AIWPB8626P], [AADHAAR NO. 592357298154] & [MOBILE NO. 9836770322]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyanga, Uttarayan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) **DEBASISH DATTA [PAN NO. ADTPD5789R], [AADHAAR NO. 795665917826] & [MOBILE NO. 9433112399]**, son of Dharmadas Datta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Maniktala, Kolkata - 700067, District - Kolkata, West Bengal.

Hereinafter called and referred to as **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners and the Developer collectively Parties and individually Party.



Additional District Sub-Registrar,
SINGU, WEST BENGAL.

62 JUN 2022

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**4. Subject Matter of Development :****4.1 Development Project & Appurtenances :****4.1.1 Project Property : ALL THAT piece and parcel of land measuring :**

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Khatian in the name of</u>	<u>Nature of</u> <u>Land</u>	<u>Total Land Area</u> <u>[In Decimal]</u>
3091	3846	Chinta Basu, deceased	Sali	02.000
3092	3846	Chinta Basu, deceased	Sali	01.000
3091	8432	Bipon Basu	Sali	00.415
3092	8432	Bipon Basu	Sali	00.195
3091	8433	Biplab Basu	Sali	00.415
3092	8433	Biplab Basu	Sali	00.195
				<u>04.220</u>

In total vacant plot of Sali land measuring **4.22 (Four Point Two Two) Decimals** be the same a little more or less equivalent to land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 38.232 (Thirty Eight point Two Three Two) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian Nos. 3846, 8432 & 8433 [in the name of (i) Chinta Basu, since deceased, (ii) Bipon Basu & (iii) Biplab Basu], lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat presently New Town, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayat, Pin - 700159, in the District North 24 Parganas, in the State of West Bengal, and which is morefully described in the First Schedule hereunder written.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**5.1 Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.



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

22 JUN 2022

5.1.1 **CHAIN AND TITLE REGARDING OWNERSHIP OF CHINTA BASU @ CHINTA RANI BASU, SINCE DECEASED, IN R.S./L.R. DAG NOS. 3091 & 3092, IN MOUZA - GHUNI, AS IS FOLLOWS :-**

5.1.1.1 **Absolute Ownership of Bholanath Majhi :** One Bholanath Majhi, son of Late Balai Majhi, was the absolute owner of land measuring :

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>Total Land in Dag</u> <u>[In Decimal]</u>	<u>Nature of</u> <u>Land</u>	<u>Absolute Ownership</u> <u>[In Decimal]</u>
3091	30	Sali	02
3092	14	Sali	01
			03

In total land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.2 **L.R. Record :** While in absolute possession and absolute ownership over the aforesaid property, the said Bholanath Majhi duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1343.

5.1.1.3 **Sale by Bholanath Majhi to one Chinta Basu @ Chinta Rani Basu :** While in absolute possession and absolute ownership over the aforesaid property, the said Bholanath Majhi, sold, transferred and conveyed the aforesaid plot of land measuring :

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>[In Decimal]</u>	<u>Nature of</u> <u>Land</u>	<u>Sold Property</u> <u>[In Decimal]</u>
3091	1343	30	Sali	02
3092	1343	14	Sali	01
				03

In total land measuring 3 (Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 1343 (in the name of Bholanath Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Chinta Basu @ Chinta Rani Basu, wife of Biren Basu @ Birendra Nath Basu, by the strength of a Registered Deed of Conveyance, registered on 05.09.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 1, Pages 4112 to 4127, being Deed No. 00218 for the year 2008.



Additional District Sub-Registrar,
Rajahmundry, New Town, North 2000

11-11-2016

- 5.1.1.4 **Absolute Ownership of Chinta Basu @ Chinta Rani Basu under Deed No. 00218 for the year 2008** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 00218 for the year 2008, the said Chinta Basu @ Chinta Rani Basu, became the absolute owner of ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>[In Decimal]</u>	<u>Nature of</u> <u>Land</u>	<u>Absolute Ownership</u> <u>[In Decimal]</u>
3091	1343	30	Sali	02
3092	1343	14	Sali	01
				03

In total land measuring 3 (Three) Decimals more or less equivalent to land measuring 1 (One) Cottah 13 (Thirteen) Chittacks 0 (Zero) sq. ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 1343 (in the name of Bholanath Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.5 **L.R. Record** : While in absolute possession and absolute ownership over the aforesaid property, the said Chinta Basu @ Chinta Rani Basu duly recorded her name in the record of the L.R. Settlement in **L.R. Khatian No. 3846**.

5.1.2 **CHAIN AND TITLE REGARDING JOINT OWNERSHIP OF (1) BIPON BASU & (2) BIPLAB BASU, IN R.S./L.R. DAG NOS. 3091 & 3092, IN MOUZA - GHUNI, AS IS FOLLOWS :-**

- 5.1.2.1 **Absolute Recorded Ownership of Kalipada Majhi** : One Kalipada Majhi, son of Late Balai Majhi, was the absolute recorded owner of land measuring :

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>[In Decimal]</u>	<u>Nature of</u> <u>Land</u>	<u>Absolute Ownership</u> <u>[In Decimal]</u>
3091	514	30	Sali	01.67
3092	514	14	Sali	00.78
				02.45

In total land measuring 2.45 (Two Point Four Five) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, alongwith other lands.



Additional District Sub-Registrar,
Pajharhat, New Town, North 24 Pgs

4 JUN 2022

- 5.1.2.2 **Demise of Kalipada Majhi :** While in absolute possession and absolute ownership over the aforesaid property, the said Kalipada Majhi died intestate, leaving behind his wife, Mola Majhi @ Mongala Majhi, six sons namely (1) Manmatha Majhi, (2) Bablu Majhi, (3) Astom Majhi, (4) Prabhas Majhi, (5) Gour Majhi & (6) Nemaï Majhi and three daughters namely (1) Chhaya Mondal, (2) Maya Majhi & (3) Maharani Mondal, as his heirs and successors in interest in respect of the aforesaid property, left by the said Kalipada Majhi, since deceased.
- 5.1.2.3 **Demise of Prabhas Majhi :** While in absolute joint possession and absolute joint ownership over the aforesaid property, the said Prabhas Majhi, son of Late Kalipada Majhi died intestate, leaving behind his wife, Mina Majhi and only son namely Pranab Majhi, as his heirs and successors in interest in respect of his share in the aforesaid property, left by the said Prabhas Majhi, since deceased, in the estate of the said Kalipada Majhi, since deceased.
- 5.1.2.4 **Demise of Gour Majhi :** While in absolute joint possession and absolute joint ownership over the aforesaid property, the said Gour Majhi, son of Late Kalipada Majhi died intestate, leaving behind his wife, Doly Majhi and only daughter namely Moumita Majhi, as his heirs and successors in interest in respect of his share in the aforesaid property, left by the said Gour Majhi, since deceased, in the estate of the said Kalipada Majhi, since deceased.
- 5.1.2.5 **Absolute Joint Ownership of Mola Majhi & Others :** Thus on the basis of the aforementioned facts and circumstances, the said (1) Mola Majhi @ Mongala Majhi, (2) Manmatha Majhi, (3) Bablu Majhi, (4) Astom Majhi, (5) Mina Majhi, (5A) Pranab Majhi, (6) Doly Majhi, (6A) Moumita Majhi, (7) Nemaï Majhi, (8) Chhaya Mondal, (9) Maya Majhi & (10) Maharani Mondal, became the absolute joint owners of the aforesaid total plot of land measuring :

<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Joint Ownership</u>
<u>Dag No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
3091	514	30	Sali	01.67
3092	514	14	Sali	00.78
				<u>02.45</u>

In total land measuring 2.45 (Two Point Four Five) Decimals more or less, comprised in R.S./L.R, Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, alongwith other lands and each having 1/10th share in the aforesaid property.



Agricultural District Sub-Registrar,
Rajahmundry, West Godavari District

22 JUN 2022

5.1.2.6 **Registered General Power of Attorney Executed by the said (1) Nemai Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi in favour of Apurba Kumar Biswas :** The said (1) Nemai Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi, jointly executed a Registered General Power of Attorney, appointing their constituted attorney, Apurba Kumar Biswas, son of Niranjana Biswas as their constituted attorney with power to sell, transfer and convey their joint share in the aforesaid total land, to any third parties. The said General Power of Attorney was registered on 16.09.2014, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. IV, CD Volume No. 2, Pages 974 to 986, being Deed No. 1083 for the year 2014.

5.1.2.7 **Joint Sale by (1) Nemai Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi to (1) Bipon Basu & (2) Biplab Basu :** While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Nemai Majhi, (2) Maharani Mondal, (3) Mina Majhi, (3A) Pranab Majhi, (4) Doly Majhi & (4A) Moumita Majhi, through their aforesaid constituted attorney, Apurba Kumar Biswas, sold, transferred and conveyed their 4/10th share in the aforesaid total plot of land measuring :

<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Sold Property</u>
<u>Dag No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
3091	514	30	Sali	00.66
3092	514	14	Sali	00.31
				00.97

In total land measuring 0.97 (Zero Point Nine Seven) Decimals more or less equivalent to 0 (Zero) Cottah 9 (Nine) Chittacks 18 (Eighteen) sq.ft. more or less out of the aforesaid total plot of land measuring 2.45 (Two Point Four Five) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Bipon Basu & (2) Biplab Basu, owners herein, by the strength of a Registered Deed of Conveyance, registered on 28.01.2015, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages 2079 to 2093, being Deed No. 00663 for the year 2015.

5.1.2.8 **Sale by Astom Majhi to the said (1) Bipon Basu & (2) Biplab Basu :** While in absolute possession and absolute ownership over the aforesaid property, the said Astom



Additional District Sub-Registrar,
Coimbatore, New T.

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Majhi, sold, transferred and conveyed his 1/10th share in the aforesaid total plot of land measuring :

<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Sold Property</u>
<u>Dag No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
3091	514	30	Sali	00.17
3092	514	14	Sali	00.08
				<u>00.25</u>

In total land measuring 0.25 (Zero Point Two Five) Decimals more or less equivalent to 0 (Zero) Cottah 2 (Two) Chittacks 15 (Fifteen) sq. ft. more or less out of the aforesaid total plot of land measuring 2.45 (Two Point Four Five) Decimals more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the said (1) Bipon Basu & (2) Biplab Basu, by the strength of a Registered Deed of Conveyance, registered on 11.05.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2017, Pages 112802 to 112822, being Deed No. 152303876 for the year 2017.

5.1.2.9 **Absolute Joint Ownership of (1) Bipon Basu & (2) Biplab Basu under (1) Deed No. 00663 for the year 2015 & (2) Deed No. 152303876 for the year 2017 :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 00663 for the year 2015 & (2) Deed No. 152303876 for the year 2017, the said (1) Bipon Basu & (2) Biplab Basu, owners herein, became the absolute joint owners of ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Absolute Ownership</u>
<u>Dag No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
3091	514	30	Sali	00.83
3092	514	14	Sali	00.39
				<u>01.22</u>

In total land measuring 1.22 (One Point Two Two) Decimals more or less equivalent to land measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 33 (Thirty Three) sq. ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 514 (in the name of Kalipada Majhi), in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.



Additional District Sur Registrar,
Rajahmundry, 16/6/22

22 JUN 2022

- 5.1.2.10 **L.R. Record** : After purchasing the aforesaid property, the said (1) Bipon Basu & (2) Biplab Basu, duly recorded their names in the record of the L.R. Settlement, as follows :-

<u>Name</u>	<u>L.R. Khatian No.</u>
Bipon Basu	8432
Biplab Basu	8433

5.1.3 **INDIVIDUAL & JOINT OWNERSHIP :**

- 5.1.3.1 **Individual & Joint Ownership of (1) Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipon Basu & (2A) Biplab Basu** : Thus on the basis of the aforementioned facts and circumstances and on the basis of the aforementioned Registered Deeds of Conveyance, bearing (1) Deed No. 00218 for the year 2008, (2) Deed No. 00663 for the year 2015 & (3) Deed No. 152303876 for the year 2017, the said (1) Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipon Basu & (2A) Biplab Basu, became the absolute owners of :

ALL THAT piece and parcel of land measuring :

<u>Name of the Owner</u>	<u>R.S./L.R. Dag No.</u>	<u>L.R. Khatian No.</u>	<u>Individual Ownership [In Decimal]</u>	<u>Total Ownership [In Decimal]</u>
Chinta Rani Basu	3091	3846	02.00	02.00
Chinta Rani Basu	3092	3846	01.00	01.00
Bipon Basu & Biplab Basu	3091	8432, 8433	00.83	00.83
Bipon Basu & Biplab Basu	3092	8432, 8433	00.39	00.39
				<u>04.22</u>

In total land measuring **4.22 (Four Point Two Two) Decimals more or less** equivalent to land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 38.232 (Thirty Eight point Two Three Two) sq.ft. more or less, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under L.R. Khatian Nos. 1343 & 514 corresponding to **L.R. Khatian Nos. 3846, 8432 & 8433**, in **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, and morefully described in the First Schedule hereunder written.



Additional District Sub-Registrar,
Rajahmundry, Andhra Pradesh

22 JUN 2022

5.1.4 REGISTERED DEVELOPMENT AGREEMENT, DEMISE OF CHINTA BASU AND PRESENT OWNERSHIP OF (1) BIPON BASU & (2) BIPLAB BASU :

5.1.4.1 Registered Development Agreement Executed by the said (1)*Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipun Basu & (2A) Biplab Basu : It is to be mentioned here that the said (1) Chinta Basu @ Chinta Rani Basu, since deceased, (2) Bipun Basu & (2A) Biplab Basu, jointly executed a Registered Development Agreement in respect of their aforesaid property with present Developer, A.D Construction, with some terms and condition mentioned therein. The said Registered Deed Of Development Agreement was registered on 19.11.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I Volume No. 1523-2018, Pages 425169 to 425214, being Deed No. 152312766 for the year 2018.

It is to be mentioned here that in accordance with the said Registered Development Agreement dated 19.11.2018, being Deed No. 152312766 for the year 2018, the said Bipun Basu & Biplab Basu along with their mother/co-owner, Chinta Basu @ Chinta Rani Basu, since deceased, jointly received Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand) only as refundable amount from the AD Construction, Developer herein, which is duly acknowledged by the said (1) Bipun Basu & (2) Biplab Basu.

5.1.4.2 Demise of Chinta Basu @ Chinta Rani Basu : The said Chinta Basu @ Chinta Rani Basu died intestate on 28.04.2021, leaving behind her aforesaid two sons namely (1) Bipun Basu & (2) Biplab basu, as her heirs and successors in interest in respect of her aforesaid property, left by the said Chinta Basu @ Chinta Rani Basu, since deceased. It is to be mentioned here that husband of the said Chinta Basu @ Chinta Rani Basu, since deceased namely Biren Basu @ Birendra Nath Basu, who died intestate on 15.10.2020 before the demise of the said Chinta Basu @ Chinta Rani Basu, since deceased.

5.1.4.3 Absolute Total/Joint Ownership of (1) Bipun Basu & (2) Biplab Basu : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased mother, Chinta Basu @ Chinta Rani Basu, the said (1) Bipun Basu & (2) Biplab Basu, Landowners herein, are the absolute joint owners of **ALL THAT** piece and parcel of land measuring :

<u>Name of the Owner</u>	<u>R.S./L.R.</u>	<u>L.R. Khatian</u>	<u>Total/Joint Ownership</u>
	<u>Dist.No.</u>	<u>No.</u>	<u>[In Decimal]</u>
Bipun Basu & Biplab Basu	1091	8432, 8433, 3846	02.83
Bipun Basu & Biplab Basu	1092	8432, 8433, 3846	01.39
			04.22



Additional District Sub-Registrar,
Rajahat, North 24 Parganas, West Bengal

2024

In total land measuring 4.22 (Four Point Two Two) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 38.232 (Thirty Eight point Two Three Two) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian Nos. 1343 & 514 corresponding to L.R. Khatian Nos. 3846, 8432 & 8433, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, and morefully described in the First Schedule hereunder written.

5.1.5 **DECISION OF EXECUTING FRESH DEVELOPMENT AGREEMENT & DEVELOPMENT POWER OF ATTORNEY :**

5.1.5.1 **Decision for executing a fresh Registered Development Agreement & Registered Development Power of Attorney :** After demise of the said Chinta Basu @ Chinta Rani Basu, the said (1) Bipun Basu & (2) Biplab Basu, Landowners herein and the said A.D. Construction, Developer herein, jointly decided to execute a fresh Registered Development Agreement along with Register Development Power of Attorney in respect of the aforesaid property and which is morefully described in the First Schedule hereunder written, with some terms and conditions enumerated herein.

6. **DEFINITION :**

- 6.1 **Building :** Shall mean high rise building/s so to be constructed on the schedule property.
- 6.1.1 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other amenities and facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building including stairs, top roof, sewerage line and connection morefully and particularly described in the schedule heretobelow.
- 6.1.2 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit/flat/shop/garage for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement including common areas as mentioned in the schedule heretobelow.
- 6.1.3 **Landowners' Allocation :** Shall mean the consideration against the project by the Landowners, which is morefully described in Second Schedule hereunder written.
- 6.1.4 **Developer's Allocation :** Shall mean all the remaining area of the proposed high rise building excluding Landowners' Allocation including the proportionate share of common



Additional District Sub-Registrar,
Bargarh, Odisha

26 - JUN 2026

facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.

- 6.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 6.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.
- 6.1.7 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the high rise building, which will be sanctioned by the competent authority in the name of the Landowners for construction of the building including its modification and amenities and alterations.
- 6.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 6.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 6.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

7. LANDOWNERS' RIGHT & REPRESENTATION :

- 7.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 7.1.1 **Free From Encumbrance** : The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.



Additional District Sub-Registrar,
Rajshahi, New Town, Dhaka-1000

22 JUN 2022

8. **DEVELOPER/PROMOTER'S RIGHTS :**

- 8.1 **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 8.1.1 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 8.1.2 **Construction Cost :** The Developer shall carry total construction work of the multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation and/or the proposed high rise building.
- 8.1.3 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 8.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possesion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.
- 8.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 8.1.6 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 8.1.7 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 8.1.8 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowners.



Additional District Sub-Registrar,
Palanpur, New Town, North 24 Pgs

8.1.9 **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowners in respect of Developer's Allocation.

9. **CONSIDERATION :**

9.1 **Permission against Consideration** : The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

10. **DEALING OF SPACE IN THE BUILDING :**

10.1 **Exclusive Power of Dealings of Landowners** : The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

10.1.1 **Exclusive Power of Dealings of Developer** : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

11. **NEW BUILDING :**

11.1 **Completion of Project** : The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

11.1.1 **Installation of Common Amenities** : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

11.1.2 **Architect Fees etc.** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.



Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

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- 11.1.3 **Panchayet/Municipal Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowners sand the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or their nominees and the Landowners and/or their nominee/nominees respectively.

- 11.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

12. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :

- 12.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipal Corporation being provided to that effect.

- 12.1.1 **Payment of Panchayet Taxes :** Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Panchayet/Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.

- 12.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.



Additional District Sub-Registrar,
Rajahmundry, New Town, North 1st Div.

22 JUN 2022

13. **COMMON RESTRICTION :**

- 13.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 13.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 13.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 13.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 13.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 13.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 13.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.



Additional District Super Registrar
Peshawar, Khyber Pakhtunkhwa

22 JUN 2022

13.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

13.1.8 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

14. LANDOWNERS' OBLIGATION :

14.1 **No Interference :**

The Landowners hereby agree and covenant with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

15. DEVELOPER'S OBLIGATIONS :-

15.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agree and covenant with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 48 (Forty Eight) months from the date of sanctioning the building plan from the concerned authority. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation

15.1.1 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.2,000/- (Rupees Two Thousand) only per month to the Landowners as demurrage.



Additional District Sub-Registrar,
Rajahat, New Town, Muzaffargarh.

20/11/2024

- 15.1.2 **No Violation** : The Developer hereby agrees and covenants with the Landowners :
- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
 - (ii) not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of Landowners' Allocation in the building at the said premises vice versa.

16. **LANDOWNERS' INDEMNITY :**

- 16.1 **Indemnity** : The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

17. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

18. **MISCELLANEOUS :**

- 18.1 **Contract Not Partnership** : The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

- 18.1.1 **Not specified Premises** : It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby



Additional District Sub-Registrar,
Rajahat, New Town, North 24 Pgr

22 JUN 2022

undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.

- 18.1.2 **Not Responsible** : The Landowners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 18.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 18.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 18.1.5 **Name of the Building** : The name of the building shall be given by the developer in due course.
- 18.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or affecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 18.1.7 **Documentation** : The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will be bound to produce documents in original before any competent authority for inspection.



Additional District Sub-Registrar,
Rajahmundry, New Town

22 JUN 2022

- 18.1.8 **Electrical Transformer** : The Electrical Transformer will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformer will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformer in the project within the stated period of handing over the possession and under no circumstances, the Landowners and purchaser/s of the building will blame and will take any steps on this point to the developer.

19. **FORCE MAJEURE** :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

20. **DISPUTES** :

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

21. **JURISDICTION** :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.



Additional District Sub-Registrar,
Rajarhat, New Town, Kolkata

20/06/2022

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land]

ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Khatian in the name of</u>	<u>Nature of</u> <u>Land</u>	<u>Total Land Area</u> <u>[In Decimal]</u>
3091	3846	Chinta Basu, deceased	Sali	02.000
3092	3846	Chinta Basu, deceased	Sali	01.000
3091	8432	Bipon Basu	Sali	00.415
3092	8432	Bipon Basu	Sali	00.195
3091	8433	Biplab Basu	Sali	00.415
3092	8433	Biplab Basu	Sali	00.195
				<u>04.220</u>

In total vacant plot of Sali land measuring **4.22 (Four Point Two Two) Decimals** be the same a little more or less equivalent to land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 38.232 (Thirty Eight point Two Three Two) sq.ft. more or less, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under **L.R. Khatian Nos. 3846, 8432 & 8433** [in the name of (i) Chinta Basu, since deceased, (ii) Bipon Basu & (iii) Biplab Basu], lying and situate at **Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat presently New Town, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town**, within the local limit of **Jyangra Hatiara 2 No. Gram Panchayet, Pin - 700159**, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : 6 ft. Wide Common Passage.
ON THE SOUTH : Land of Subodh Majhi.
ON THE EAST : Land of Pradip Das.
ON THE WEST : 16 ft. Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of high rise building over and above the same will be entitled to have the allocation in the manner as follows :-



Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

22 JUN 2022

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will get 48% (Forty Eight Percent) of the total constructed area in form of self contained self contained residential flats/shops/garages in the proposed building, so to be constructed by the developer on the schedule land morefully described in the First Schedule hereinabove written.

Later on, after preparation of the Floor Plan, the said residential flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the said residential flats/shops/garages within the purview of the Landowner's Allocation.

2. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the high rise building, so to be constructed by the present Developer on the land in question.
3. The said residential flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
4. The Landowners will also give permission to amalgamate their plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate to their land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building [excluding Landowners' Allocation as described above] including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8"/5" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5"/3" thick brick wall and plastered with cement mortar.



Additional District Sub-Registrar,
Rajahmundry, North 24 Pgs

26 JULY 2022

4. FLOORING : Flooring is of Marble/Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with white glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink with tap will be of black stone 2'-6" height glazed white standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian type/commode, all with PVC Cistern. All fittings are in standard type. One wash hand basin in dining space of flat.
8. DOORS : All doors are wooden frame & flush doors. Standard lock and peep hole on main entrance door.
9. WINDOWS : Alluminium Channel window with full glass panel and good quality grill will be provided in the windows.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill (half) will be fully covered.
13. LIFT : If possible, Four persons capacity lift will be provided in the project.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point & one A.C. Point.
3. Living/Dining Room : Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point & one Gyzer point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling Bell : One Calling Bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.



Additional District Sub-Registrar,
Rajahat, New Town, North 24-Pgs

2 JUN 2022

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. Himanshu Biswas
8/0 Lata Bimal Biswas
Raman Nagar Bana Bana
POST R COPUR PUR
P. S: Airport
KOL: 136

2. Himanshu Biswas
Raman Nagar Bana Bana
POST R COPUR PUR
KOL: 136

Bipon Basu.
Bipon Basu

Biplab Basu.
Biplab Basu
Landowners

Drafted By:

Panch Nayagan Swamikal
Adv.
F/1305/914/2011
Jugta Gnd. Banaant.

For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700157.

AD Construction

Avijit Bose
Partner

Avijit Bose

AD Construction

Debasish Datta
Partner

Debasish Datta
Partners of AD Construction

Developer

Composed By:

Gopa Dasgupta

Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700157.



Additional District Sub-Registrar,
Rajarhat, New Town, North 24 Pgs

22 JUN 2022

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

	L.H.					
	R.H.					












Bijan Bose
ATTESTED :- *Bijan Bose*

	L.H.					
	R.H.					

Biplob Bose
ATTESTED :- *Biplob Bose*

	L.H.					
	R.H.					

Arijit Bose
ATTESTED :- *Arijit Bose*

	L.H.					
	R.H.					

Lalain Datta
ATTESTED :- *Lalain Datta*



Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

22 JUN 2022



Major Information of the Deed

Deed No :	I-1523-10247/2022	Date of Registration	22/06/2022
Query No / Year	1523-3001601926/2022	Office where deed is registered	
Query Date	30/05/2022 12:55:04 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY TEGHORIA MAIN ROAD, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 7003254724, Status : Advocate		
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. 48,42,452/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,030/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, JI No: 23, Pin Code : 700159

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-3091 (RS :-)	LR-3846	Bastu	Shali	2 Dec	1/-	22,95,000/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L2	LR-3092 (RS :-)	LR-3846	Bastu	Shali	1 Dec		11,47,500/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
		TOTAL :			3Dec	1 /-	34,42,500 /-	



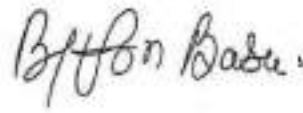


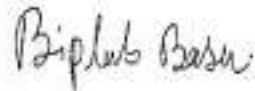
District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, JI No: 23, Pin Code : 700157

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	LR-3091 (RS :-)	LR-8432	Bastu	Shali	0.415 Dec		4,76,213/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L4	LR-3092 (RS :-)	LR-8432	Bastu	Shali	0.195 Dec		2,23,763/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L5	LR-3091 (RS :-)	LR-8433	Bastu	Shali	0.415 Dec		4,76,213/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,



L6	LR-3092 (RS :-)	LR-8433	Bastu	Shali	0.195 Dec		2,23,763/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
		TOTAL :			1.22Dec	0 /-	13,99,952 /-	
		Grand Total :			4.22Dec	1 /-	48,42,452 /-	

Land Lord Details :



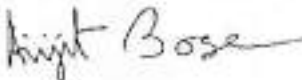


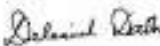
Sl No.	Name,Address,Photo,Finger print and Signature			
1	Name Mr BIPON BASU Son of BIREN BASU ALIAS BIRENDRANATH BASU Executed by: Self, Date of Execution: 22/06/2022 , Admitted by: Self, Date of Admission: 22/06/2022 ,Place : Office	Photo  22/06/2022	Finger Print  LTI 22/06/2022	Signature  22/06/2022
RAMKRISHNAPALLY, City:- Not Specified, P.O:- GOURANGANAGAR, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CAxxxxxx9C, Aadhaar No: 47xxxxxxxx9156, Status :Individual, Executed by: Self, Date of Execution: 22/06/2022 , Admitted by: Self, Date of Admission: 22/06/2022 ,Place : Office				
2	Name Mr BIPLAB BASU Son of BIRENDRA NATH BASU ALIAS BIREN BASU Executed by: Self, Date of Execution: 22/06/2022 , Admitted by: Self, Date of Admission: 22/06/2022 ,Place : Office	Photo  22/06/2022	Finger Print  LTI 22/06/2022	Signature  22/06/2022
RAMKRISHNAPALLY, City:- Not Specified, P.O:- GOURANGANAGAR, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CAxxxxxx0K, Aadhaar No: 41xxxxxxxx4561, Status :Individual, Executed by: Self, Date of Execution: 22/06/2022 , Admitted by: Self, Date of Admission: 22/06/2022 ,Place : Office				



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AD CONSTRUCTION P 19,CIT ROAD , SCHEME VIII,, City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067 , PAN No.:: ABxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AVIJIT BOSE (Presentant) Son of SITAL BOSE Date of Execution - 22/06/2022, , Admitted by: Self, Date of Admission: 22/06/2022, Place of Admision of Execution: Office	 <small>Jun 22 2022 4:42PM</small>	 <small>LTI 22/06/2022</small>	 <small>22/06/2022</small>
	INDRANI APARTMENT , 2ND FLOOR, DR B C ROY SARANI, City:- Not Specified, P.O:- JYANGRA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx6P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AD CONSTRUCTION (as PARTNER)			
2	Name	Photo	Finger Print	Signature
	Mr DEBASISH DATTA Son of DHARMADAS DATTA Date of Execution - 22/06/2022, , Admitted by: Self, Date of Admission: 22/06/2022, Place of Admission of Execution: Office	 <small>Jun 22 2022 4:44PM</small>	 <small>LTI 22/06/2022</small>	 <small>22/06/2022</small>
	P 19, CIT ROAD , SCHEME VIII, City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : AD CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr HARICHAND BISWAS Son of Late B BISWAS RAM NAGAR BARA BERI, City:- Not Specified, P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136	 <small>22/06/2022</small>	 <small>22/06/2022</small>	 <small>22/06/2022</small>
Identifier Of Mr BIPON BASU, Mr BIPLAB BASU, Mr AVIJIT BOSE, Mr DEBASISH DATTA			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr BIPON BASU	AD CONSTRUCTION-1 Dec
2	Mr BIPLAB BASU	AD CONSTRUCTION-1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr BIPON BASU	AD CONSTRUCTION-0.5 Dec
2	Mr BIPLAB BASU	AD CONSTRUCTION-0.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr BIPON BASU	AD CONSTRUCTION-0.415 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr BIPON BASU	AD CONSTRUCTION-0.195 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr BIPLAB BASU	AD CONSTRUCTION-0.415 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mr BIPLAB BASU	AD CONSTRUCTION-0.195 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, JI No: 23, Pin Code : 700159

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3091, LR Khatian No:- 3846	Owner:চিৎরাপী বসু, Gurdian:বীরেন বসু, Address:রামকৃষ্ণপল্লী, পো:গৌরাসনগর, Classification:শালি, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 3092, LR Khatian No:- 3846	Owner:চিৎরাপী বসু, Gurdian:বীরেন বসু, Address:রামকৃষ্ণপল্লী, পো:গৌরাসনগর, Classification:শালি, Area:0.01000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, JI No: 23, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L3	LR Plot No:- 3091, LR Khatian No:- 8432	Owner:বিপন বসু, Gurdian:বীরেন বসু ওরফে বীরেননাথ বসু, Address:রামকৃষ্ণপল্লী, পো:-গৌরাসনগর, কোলকাতা:-159, Classification:শালি, Area:0.01000000 Acre,	Mr BIPON BASU



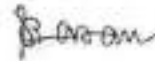
L4	LR Plot No:- 3092, LR Khatian No:- 8432	Owner:বিনয় বসু, Gurdian:বীরেন বসু ওরফে বীরেন্দ্রনাথ বসু, Address:রামকৃষ্ণপল্লী, পোঃ-গৌরাসনগর, কোলকাতা:-159 , Classification:শালি,	Mr BIPON BASU
L5	LR Plot No:- 3091, LR Khatian No:- 8433	Owner:বিনয় বসু, Gurdian:বীরেন বসু ওরফে বীরেন্দ্রনাথ বসু, Address:রামকৃষ্ণপল্লী, পোঃ-গৌরাসনগর, কোলকাতা:-159 , Classification:শালি,	Mr BIPLAB BASU
L6	LR Plot No:- 3092, LR Khatian No:- 8433	Owner:বিনয় বসু, Gurdian:বীরেন বসু ওরফে বীরেন্দ্রনাথ বসু, Address:রামকৃষ্ণপল্লী, পোঃ-গৌরাসনগর, কোলকাতা:-159 , Classification:শালি,	Mr BIPLAB BASU



On 3rd-05-2022

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 48,42,452/-



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

On 22-06-2022

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 13:57 hrs on 22-06-2022, at the Office of the A.D.S.R. RAJARHAT by Mr AVIJIT BOSE ,

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

Execution is admitted on 22/06/2022 by 1. Mr BIPON BASU, Son of BIREN BASU ALIAS BIRENDRANATH BASU, RAMKRISHNAPALLY, P.O: GOURANGANAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Business, 2. Mr BIPLAB BASU, Son of BIRENDRA NATH BASU ALIAS BIREN BASU, RAMKRISHNAPALLY, P.O: GOURANGANAGAR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Business

Identified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

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

Execution is admitted on 22-06-2022 by Mr AVIJIT BOSE, PARTNER, AD CONSTRUCTION (Partnership Firm), P 19,CIT ROAD , SCHEME VIII,, City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

Identified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

Execution is admitted on 22-06-2022 by Mr DEBASISH DATTA, PARTNER, AD CONSTRUCTION (Partnership Firm), P 19,CIT ROAD , SCHEME VIII,, City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

Identified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/06/2022 12:26PM with Govt. Ref. No: 192022230050486331 on 15-06-2022, Amount Rs: 21/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 1290627760 on 15-06-2022, Head of Account 0030-03-104-001-16

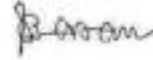


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 10/-, by online, = Rs 7,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6825, Amount: Rs.10/-, Date of Purchase: 25/05/2022, Vendor name: P K Pal
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/06/2022 12:26PM with Govt. Ref. No: 192022230050486331 on 15-06-2022, Amount Rs: 7,020/-, Bank:
Bank of Baroda (BARB0INDIAE), Ref. No. 1290627760 on 15-06-2022, Head of Account 0030-02-103-003-02



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





Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2022, Page from 421969 to 422004
Seri No 152310247 for the year 2022.



Digitally signed by SANJOY BASAK
Date: 2022.06.23 17:56:32 +05:30
Reason: Digital Signing of Deed.

Basak

(Sanjoy Basak) 2022/06/23 05:56:32 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2022

DEVELOPMENT AGREEMENT

BETWEEN

Bipon Basu

Biplab Basu

Landowners

AD Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157