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

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

09 FEB 2018

DEVELOPMENT  
AGREEMENT

1. Date : 9th February 2018
2. Place : Kolkata
3. Parties :
- 3.1 SUBHEN GAIN @  
SUVEN BIKASH

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সন ও তারিখ -

16.1.18

ক্রেতার নাম -

সাকিন -

Enaki Chattopadhyay

স্ট্যাম্প নম্বর - 10

ভেডার -

Sh. Bant, Cal

বারাসাত কোর্ট, উত্তর ২৪ পরগণা

ভেডার - শ্রী হারান চন্দ্র সাধু

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ট্রজারী অফিস - বারাসাত



Additional District Registrar,  
New Town, North 24 P.W.

09 FEB 2018

**GAIN [PAN NO. BNLPG3786J]**, son of Radhakant Gain @ Radhakant Gyne @ Radhakant Gayen @ Radhakanta Gain, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sulanguri Dakshin Para, Gouranga Nagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700 159, District North 24 Parganas, West Bengal.

3.1.1 **RABI GYNE @ RABIN GAIN [PAN NO. BELPG9403D]**, son of Radhakant Gain @ Radhakant Gyne @ Radhakant Gayen @ Radhakanta Gain, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sulanguri Dakshin Para, Gouranga Nagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700 159, District North 24 Parganas, West Bengal.

3.1.2 **SWAPAN GAYEN @ SWAPAN GAIN [PAN NO. BANPG6292C]**, son of Radhakant Gain @ Radhakant Gyne @ Radhakant Gayen @ Radhakanta Gain, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sulanguri Dakshin Para, Gouranga Nagar, P.O. Gouranga Nagar, P.S. New Town, Kolkata - 700 159, District North 24 Parganas, West Bengal.

All hereinafter jointly and collectively 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 respective heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

**AND**

3.2 **AD CONSTRUCTION [PAN NO. ABGFA0140G]**, a Partnership Firm, having its office address at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal, represented by its Partners namely (1) **ABHIJIT BOSE @ AVIJIT BOSE [PAN NO. AIWPB8626P]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) **DEBASISH DATTA [PAN NO. ADTPD5789R]**, 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. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal.





ADDITIONAL DISTRICT MAGISTRATE  
Rajarhat, New Town, North 24-Pgs

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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 respective heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners and the Developer collectively Parties and individually Party.

**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>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land in</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>Dag (In Decimall)</u>	<u>K : CH : SFT.</u>
3091	367	1917/2, 1638/3, 1900/4	Sali	30	02 - 13 - 19
3092	367	1917/2, 1638/3, 1900/4	Sali	14	01 - 06 - 26
					04 - 04 - 00

In total a demarcated plot of land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, comprised in C.S. Dag Nos. 2889 & 2890, **R.S./L.R. Dag Nos. 3091 & 3092**, under C.S Khatian No. 295/1, R.S. Khatian No. 367, **L.R. Khatian Nos. 1917/2, 1638/3 & 1900/4**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayat, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter 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 Subordinate Judge  
Kannur, North Malabar  
09/10/1913

- 5.1.1 **Absolute Ownership of Ramnath Shaw under Deed No. 3276 for the year 1962** : One Ramnath Shaw was the absolute owner of land measuring 14.50 (Fourteen Point Five Zero) Decimal more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Sishu Ranjan Mondal & Others, by the strength of a Registered Deed of Conveyance, registered on 23.04.1962, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 55, Pages 58 to 59, being Deed No. 3276 for the year 1962.
- 5.1.2 **Demise of Ramnath Shaw** : While in absolute possession and ownership over the aforesaid plot of land, the said Ramnath Shaw died intestate, leaving behind his wife Basmati Shaw, as his only legal heir and successor in interest in respect of the aforesaid property, left by the said Ramnath Shaw, since deceased.
- 5.1.3 **Absolute Ownership of Basmati Shaw** : Thus on the basis of the aforementioned facts and circumstances, the said Basmati Shaw, wife of Late Ramnath Shaw, became the absolute owner of the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimal more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.4 **Sale By Basmati Shaw to Hazari Barui @ Hazari Lal Barui** : The said Basmati Shaw sold, transfer and conveyed the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimal more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Hazari Barui @ Hazari Lal Barui, son of Late Adhar Chandra Barui, by the strength of a Registered Deed of Conveyance, registered on 10.10.1980, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 143, Pages 183 to 185, being Deed No. 7780 for the year 1980.



Administrative District 300-Kennedy,  
Raleigh, New Jersey, North 24-Pgs

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5.1.5 **Absolute Ownership of Hazari Barui @ Hazari Lal Barui under Deed No. 7780 for the year 1980** : Thus on the basis of the aforesaid Registered Deed, bearing Deed No. 7780 for the year 1980, the said Hazari Barui @ Hazari Lal Barui, became the absolute owner of the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimal more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.6 **Sale By Hazari Barui @ Hazari Lal Barui to the present owners, (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain** : The said Hazari Barui @ Hazari Lal Barui, out of his aforesaid ownership, sold, transferred and conveyed a demarcated plot of land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to the present owners, (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain, by the strength of a Registered Deed of Conveyance, registered on 07.06.1988, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 94, Pages 227 to 236, being Deed No. 4651 for the year 1988.

5.1.7 **L.R. Records** : After purchasing the aforesaid property, the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain duly recorded their names in the record of the L.R. Settlement in following ways :

<u>Name</u>	<u>R.S./L.R. Dag No.</u>	<u>L.R. Khatian No.</u>
Subhen Gain @ Suven Bikash Gain	3091 & 3092	1917/2
Rabi Gyne @ Rabin Gain	3091 & 3092	1638/3
Swapan Gayen @ Swapan Gain	3091 & 3092	1900/4

5.1.8 **Absolute Joint Ownership of (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain under Deed No. 4651 for the year 1988** : Thus on the basis of the aforementioned Registered Deed of



Conveyance, bearing Deed No. 4651 for the year 1988 and on the basis of the L.R. Records as described above, the said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain, Landowners herein, became the absolute joint owners of:

**ALL THAT** piece and parcel of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land in</u>	<u>Joint Ownership</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>Dag [In Decimal]</u>	<u>K - CH - SFT.</u>
3091	367	1917/2, 1638/3, 1900/4	Sali	30	02 - 13 - 19
3092	367	1917/2, 1638/3, 1900/4	Sali	14	01 - 06 - 26
					<u>04 - 04 - 00</u>

**In total a demarcated plot of land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, comprised in C.S. Dag Nos. 2889 & 2890, R.S./L.R. Dag Nos. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, L.R. Khatian Nos. 1917/2, 1638/3 & 1900/4, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, and which is morefully described in the First Schedule hereunder written.**

6. **Desire of Development of the Land & Acceptance :** The said (1) Subhen Gain @ Suven Bikash Gain, (2) Rabi Gyne @ Rabin Gain & (3) Swapan Gayen @ Swapan Gain, Landowners herein expresses their desire to develop the aforesaid plot of land measuring **4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less**, morefully described in the First Schedule hereunder written, by constructing a high rise building/s thereon, and the present Developer have accepted the said proposal and the present Landowners have decide to enter into the present Development Agreement with the Developer herein for the said plot of land mentioned above and explicitly described in the First Schedule hereunder written.
7. **Registered Power of Attorney :** For the smooth running of the said project, the Landowners herein agree to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the Developer herein, as their Constituted Attorneys, to act on behalf of the Landowners.



Additional District Surgeon General  
Madras, New Town, North 74.4-63

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8. **DEFINITION :**

- 8.1 **Building** : Shall mean high rise building/s so to be constructed on the schedule property.
- 8.2 **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.
- 8.3 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowners, morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation** : Shall mean all the remaining area of the proposed high rise building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- 8.7 **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.
- 8.8. **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.
- 8.9 **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.



*Rajahmundry* Sub-Registrar  
Rajahmundry, New Town, North 24-Pgs

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8.10 **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.

8.11 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

9. **LANDOWNERS' RIGHT & REPRESENTATION :**

9.1 **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.

9.2 **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.

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

10.1 **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.

10.2 **Right of Construction** : The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

10.3 **Construction Cost** : The Developer shall carry total construction work of the present 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.

10.4 **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.



Additional Director, Public Health  
Retired, New Town, North 24-Pgs

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- 10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/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.
- 10.6 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 10.7 **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.
- 10.8 **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.
- 10.9 **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.
- 10.10 **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.
11. **CONSIDERATION :**
- 11.1 **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.



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

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

12.1 **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.

12.2 **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.

13. **POWER AND PROCEDURE :**

13.1 We, the Landowners/Executant/Principal herein, are executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Agreement for Sale/Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the Developer herein, as our constituted attorneys, to do, act and represent ourselves in our names and on our behalf, as follows :

(a) To appear and represent before the authorities of Panchayet/Municipal Authority, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

(b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the



Additional District Magistrate  
Bangalore, New 1060, North 24-rye

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necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorneys may think fit and proper.

- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for high rise building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance and/or any other instrument and document in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.



Additional information on the subject  
Tajshat, New Town, North 24th St

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- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contract for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

#### 14. NEW BUILDING :

- 14.1 **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.



Additional District Sub-Registrar  
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14.2 **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.

14.3 **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.

14.4 **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 and 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.

14.5 **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.

#### 15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :

15.1 **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 Authority being provided to that effect.



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Rajahmundry, Andhra Pradesh, North 24-Pgs

- 15.2 **Payment of Panchayet/Municipal 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.
- 15.3. **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.
16. **COMMON RESTRICTION :**
- 16.1 **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 :-
- 16.1.1 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.
- 16.1.2 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.



National Institute of Standards and Technology  
Gaithersburg, New 1080, North 24-Pub



- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) 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.
- 16.1.4 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.
- 16.1.5 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.
- 16.1.6 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.
- 16.1.7 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.
- 16.1.8 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 Landowners' 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.



Department of Prisons, New South Wales.  
Natal, New South Wales, North 24-1708

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17. **LANDOWNERS' OBLIGATION :**

17.1 **No Interference :**

The Landowners hereby agree and covenant with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building.

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.

18. **DEVELOPER'S OBLIGATIONS :**

18.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agrees and covenants 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 permits the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation

18.2 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 1,000/- (Rupees One Thousand) only per month to the Landowners as demurrage.

18.3 **No Violation :** The Developer hereby agrees and covenants with the Landowners

not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and / or disposing of any Landowners' Allocation in the building at the said premises vice versa.



Accounts Officer, Government  
Rajasthan, New Town, No. 1-2-3

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19. **LANDOWNERS' INDEMNITY**

**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.

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners

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.

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.

21. **MISCELLANEOUS :**

21.1 **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.

21.2 **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 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



Additional District Registrar  
Rajahmundry, New Town, North 24-100

09 FEB 2018

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.

- 21.3 **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.
- 21.4 **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.
- 21.5 **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 or 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.
- 21.6 **Name of the Building** : The name of the building shall be given by the developer in due course.
- 21.7 **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.
- 21.8 **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



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



before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection.

22. **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.

23. **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.



Additional District Superintendent  
Des Moines, Iowa, North 24-Pgs

24. 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.

THE FIRST SCHEDULE ABOVE REFERRED TO  
[Description of Plot of Land]

ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land in</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>Dag [In Decimal]</u>	<u>K : CH : SFT.</u>
3091	367	1917/2, 1638/3, 1900/4	Sali	30	02 - 13 - 19
3092	367	1917/2, 1638/3, 1900/4	Sali	14	01 - 06 - 26
					04 - 04 - 00

In total a demarcated plot of land measuring 4 (Four) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, comprised in G.S. Dag Nos. 2889 & 2890, R.S./L.R. Dag Nos. 3091 & 3092, under C.S Khatian No. 295/1, R.S. Khatian No. 367, L.R. Khatian Nos. 1917/2, 1638/3 & 1900/4, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Subodh Majhi.  
ON THE SOUTH : 30 ft. Wide Hideo Road.  
ON THE EAST : Keshaw Prasad Jaiswal.  
ON THE WEST : 12 ft. Wide Panchayet Road.



Additional District 3/16-Registrar  
Rejerhat, New Town, North 24+gs

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**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 :-

**The Landowners' Allocation will be allotted as follows :-**

1. The Landowners will jointly get 48% (Forty Eight Percent) of the total constructed area in form of self contained 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 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 flats/shops/garages within the purview of the Landowners' Allocation and the said Supplementary Development Agreement/s will be treated as part and parcel of this present Development Agreement.

2. The Landowners will also jointly get a sum of Rs. 9,00,000/- (Rupees Nine Lakh) only as non-refundable/forfeit amount to be given by the Developer in following insatallments :

- i) First installment amounted to Rs. 7,00,000/- (Rupees Seven Lakh) only will be given at the time of signing, executing and registering of this present Development Agreement.
- ii) Second and final installment amounted to Rs. 2,00,000/- (Rupees Two Lakh) only will be given after starting of construction of work of the proposed building.

3. 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.





~~Additional District 200-Kantipur  
Rajerhat, New Town, North 24-Pge~~

09 FEB 2018

4. The 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.
5. 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 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) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.

**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.
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.



Additional District Registrar  
New Town, North 24 Pgs

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 : Aluminium 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 : 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 Gzyer 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 then specified above would be regarded as extra work for which separate payment is required to be paid.



Additional District Sub-Registrar  
North 24 Parganas, West Bengal

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**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. *Purodas Dahi*  
Ranaprishna paty  
New Town  
KOL - 112

*Subhen Gain*  
Subhen Gain  
@ Suven Bikash Gain

2. *Tanakh Singh*  
Ranaprishna paty  
Bajin, KOL - 159

*Rabi Gyne*  
Rabi Gyne  
@ Rabin Gain

*Swapan Gayen*

Swapan Gayen

@ Swapan Gain

**Landowners**

*Abhijit Bose*  
@ Abhijit Bose

Abhijit Bose @

Avijit Bose

*Debasish Datta*  
Debasish Datta

Partners of

AD Construction

**Developer**

Drafted By :

*Pinaki Chattopadhyay*  
Pinaki Chattopadhyay  
Adv.  
F/130/2011  
Judge's Court, Bowbazar.

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 2570 8471.

Composed By :

*Gopa Dasgupta*  
Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.



National District Sub-Registrar  
New Town, North 24 Pgs

03/03/18

**MEMO OF CONSIDERATION**

Received on or before the date of execution of this present Development Agreement, a sum of Rs. 7,00,000/- (Rupees Seven Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Date</u>	<u>Ch No.</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
09.02.2018	000087	BOB, Bagmati Br.	2,75,000/-
09.02.2018	000088	BOB, Bagmati Br.	2,75,000/-
07.02.2018	-	RBI Nole	1,50,000/-

**Witnesses :-**

1. Ripra Das Dhal  
Rambhadrana paly  
New town  
#04 - 16

2. Ansh Singh

Subhen Gain  
@ Seven Bikash Gain

Rabi Gyne  
@ Rabin Gain

Swapan Gain

Swapan Gayen

@ Swapan Gain

**Landowners**



Additional District Registrar  
Rajarhat, New Town, North 24 Pgs

09 FEB 2018



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

 Anujit Bose @ Abhijit Bose	L.H.					
	R.H.					

ATTESTED :- Anujit Bose @ Abhijit Bose

 Debajit Datta	L.H.					
	R.H.					

ATTESTED :- Debajit Datta

 अनिल कुमार	L.H.					
	R.H.					

ATTESTED :- अनिल कुमार द्वारा अपने पति/पत्नी के साथ

 अनिल कुमार	L.H.					
	R.H.					

ATTESTED :- अनिल कुमार





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

6 - 3 - 1918

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



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

 <i>Sisupala Jain.</i>	L.H.					
	R.H.					

ATTESTED :- *Sisupala Jain.*

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-



Additional District Judge-Registrar  
Rajahmundry, New Town, North 24-Pgs

03/11/2018

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DEBASISH DATTA  
DHARMADAS DATTA  
29/12/1974



Permanent Account Number  
ADTPD5789R



*Debasish Datta*  
Signature

*Debasish Datta*



Arijit Bose  
@ Abhijit Bose







Swapam Gayen

~~अज्ञात व्यक्ति~~

~~3/1/75 अज्ञात विजयम जयन~~





**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**RABI GYNE**  
**RADHAKANT GYNE**  
**01/01/1970**  
 Permanent Account Number  
**BELPG9403D**  
 Signature  
  
**भारत सरकार**  
**GOVT. OF INDIA**  
  
  


रवी गयेन  
 रविप्रवीण गयेन

*In case this card is lost / found, kindly inform / return to:*  
**Income Tax PAN Services Unit, UTI/ESI,**  
**Plot No. 3, Sector 11, CBD Belapur,**  
**Navi Mumbai - 400 614.**  
 इस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस करें।  
 आयकर पैन सेवा इकाई, ए.टी.ई.एस.आई.,  
 प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
 नवी मुंबई - 400 614.



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**  
**भारत सरकार**  
**GOVT. OF INDIA**

SUBHEN GAIN  
 RADHAKANT GAIN

12/03/1967  
 Permanent Account Number  
**ENLPG3786J**

  
 Signature



भारत सरकार

*In case this card is lost / found, kindly inform / return to*  
 Income Tax PAN Services Unit, UTTISI  
 Plot No. 3, Sector 11, CBD Belapur,  
 Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस करें :  
 आयकर सेवा सेवा यूनिट, UTTISI  
 प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर,  
 नवी मुंबई-400 614.



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

BRN: 19-201718-016602133-1

Payment Mode Online Payment

BRN Date: 01/02/2018 12:46:23

Bank: State Bank of India

BRN: CKE8644843

BRN Date: 01/02/2018 12:47:55

DEPOSITOR'S DETAILS

Name: PINAKI CHATTOPADHYAY  
Contact No.: Mobile No.: +91 9830061809  
E-mail:  
Address: Sangeeta Apt Gr Fl Teghoria Main Rd  
Applicant Name: Mr P CHATTOPADHYAY  
Office Name:  
Office Address:  
Status of Depositor: Advocate  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No 3

Id No.: 15231000018765/3/2018  
[Query No./Query Year]



PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15231000018765/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	15231000018765/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	7021

In Words: Rupees Seventeen Thousand Forty Two only  
Total 17042

*Mr. Chatterjee  
Advocate  
Judicial Court  
Barrister  
Reg No: W/3/50/94*



### Major Information of the Deed




Deed No :	I-1523-01579/2018	Date of Registration	09/02/2018
Query No / Year	1523-1000018765/2018	Office where deed is registered	
Query Date	18/01/2018 12:30:10 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	P CHATTOPADHYAY TEGHORIA, Thana : Baguiati, District: North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9830061809, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 89,40,938/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 7,021/- (Article E, E, B)		
Remarks			

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

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	LR-1917/2	Bastu	Shali	2 Katha 13 Chatak 19 Sq Ft	1/-	59,72,313/-	Width of Approach Road: 30 Ft, Adjacent to Metal Road,
L2	LR-3092	LR-1917/2	Bastu	Shali	1 Katha 6 Chatak 26 Sq Ft	1/-	29,68,625/-	Width of Approach Road: 30 Ft, Adjacent to Metal Road,
TOTAL :					7.0125Dec	2 /-	89,40,938 /-	
Grand Total :					7.0125Dec	2 /-	89,40,938 /-	

#### Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Mr SUBHEN GAIN</b> Son of Mr RADHAKANT GAIN Executed by: Self, Date of Execution: 09/02/2018 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office	 <small>09/02/2018</small>	 <small>LTI 09/02/2018</small>	 <small>09/02/2018</small>

Major Information of the Deed :- I-1523-01579/2018-09/02/2018





SULANGURI DAKSHINPARA, 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.:: BNLPG3786J, Status :Individual, Executed by: Self, Date of Execution: 09/02/2018  
 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office

2

Name	Photo	Fingerprint	Signature
<b>Mr RABI GYNE</b> Son of Mr RADHAKANT GAIN Executed by: Self, Date of Execution: 09/02/2018 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office	 09/02/2018	 LTI 09/02/2018	 09/02/2018

SULANGURI DAKSHINPAA, 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.:: BELPG9403D, Status :Individual, Executed by: Self, Date of Execution: 09/02/2018  
 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office

3

Name	Photo	Fingerprint	Signature
<b>Mr SWAPAN GAYEN</b> Son of Mr RADHAKANT GAYEN Executed by: Self, Date of Execution: 09/02/2018 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office	 09/02/2018	 LTI 09/02/2018	 09/02/2018

GHUNI, P.O:- GOURANGANAGAR, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700162 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BANPG6292C, Status :Individual, Executed by: Self, Date of Execution: 09/02/2018  
 , Admitted by: Self, Date of Admission: 09/02/2018 ,Place : Office

**Developer Details :**



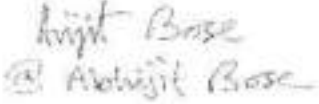



Sl No	Name,Address,Photo,Finger print and Signature
1	<b>AD CONSTRUCTION</b> P 19 CIT RD, P.O:- ULTADANGA, P.S:- Maniktala, District-Kolkata, West Bengal, India, PIN - 700067 , PAN No.:: ABGFA0140G, Status :Organization, Executed by: Representative

Major information of the Deed :- I-1523-01579/2018-09/02/2018






Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr ABHIJIT BOSE, (Alias Name: Mr AVIJIT BOSE) (Presentant)</b> Son of Mr SITAL BOSE Date of Execution - 09/02/2018, , Admitted by: Self, Date of Admission: 09/02/2018, Place of Admission of Execution: Office	<b>Photo</b>  Feb 9 2018 3:13PM	<b>Finger Print</b>  LT 09/02/2018	<b>Signature</b>  09/02/2018
DR B C ROY SARANI, 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.: AIWPB8626P Status ; Representative, Representative of : AD CONSTRUCTION (as PARTNER)				
2	<b>Name</b> <b>Mr DEBASISH DATTA</b> Son of Mr DHARMA DAS DATTA Date of Execution - 09/02/2018, , Admitted by: Self, Date of Admission: 09/02/2018, Place of Admission of Execution: Office	<b>Photo</b>  Feb 9 2018 3:21PM	<b>Finger Print</b>  LT 09/02/2018	<b>Signature</b>  09/02/2018
P 19 CIT RD, P.O- ULTADANGA, P.S:- Maniktala, District:-Kolkata, West Bengal, India, PIN - 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADTPD5789R Status : Representative, Representative of : AD CONSTRUCTION (as PARTNER)				

Identifier Details :

Name & address	
Mr KRISHNA DAS Son of Late H DAS PD 7 ARJUNPUR, P.O- ARJUNPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr SUBHEN GAIN, Mr RABI GYNE, Mr SWAPAN GAYEN, Mr ABHIJIT BOSE, Mr DEBASISH DATTA	09/02/2018 

Major Information of the Deed :- I-1523-01579/2018-09/02/2018



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr SUBHEN GAIN	AD CONSTRUCTION-1.56139 Dec
2	Mr RABI GYNE	AD CONSTRUCTION-1.56139 Dec
3	Mr SWAPAN GAYEN	AD CONSTRUCTION-1.56139 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr SUBHEN GAIN	AD CONSTRUCTION-0.776111 Dec
2	Mr RABI GYNE	AD CONSTRUCTION-0.776111 Dec
3	Mr SWAPAN GAYEN	AD CONSTRUCTION-0.776111 Dec

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 3091(Corresponding RS Plot No:- 3091), LR Khatian No:- 1917/2	Owner: সুভেন বিকাশ গাইন, Gurdian: রাধাকান্ত, Address: গৌরাস নগর, Classification: শানি, Area: 0.02000000 Acre,
L2	LR Plot No:- 3092(Corresponding RS Plot No:- 3092), LR Khatian No:- 1917/2	Owner: সুভেন বিকাশ গাইন, Gurdian: রাধাকান্ত, Address: গৌরাস নগর, Classification: শানি, Area: 0.01000000 Acre,

**Endorsement For Deed Number : I - 152301579 / 2018**

On 18-01-2018

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 89,40,938/-



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

On 09-02-2018

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

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

Major information of the Deed :- I-1523-01579/2018-09/02/2018





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

Presented for registration at 13:09 hrs on 09-02-2018, at the Office of the A.D.S.R RAJARHAT by Mr ABHIJIT BOSE  
Alias Mr AVIJIT BOSE.

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

Execution is admitted on 09/02/2018 by 1. Mr SUBHEN GAIN, Son of Mr RADHAKANT GAIN, SULANGURI DAKSHINPARA, P.O: GOURANGANAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Business, 2. Mr RABI GYNE, Son of Mr RADHAKANT GAIN, SULANGURI DAKSHINPARA, P.O: GOURANGANAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Business, 3. Mr SWAPAN GAYEN, Son of Mr RADHAKANT GAYEN, GHUNI, P.O: GOURANGANAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700162, by caste Hindu, by Profession Business

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-02-2018 by Mr ABHIJIT BOSE, Mr AVIJIT BOSE PARTNER, AD CONSTRUCTION, P 19 CIT RD, P.O- ULTADANGA, P.S- Maniktala, District-Kolkata, West Bengal, India, PIN - 700067

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 09-02-2018 by Mr DEBASISH DATTA, PARTNER, AD CONSTRUCTION, P 19 CIT RD, P.O- ULTADANGA, P.S- Maniktala, District-Kolkata, West Bengal, India, PIN - 700067

Identified by Mr KRISHNA DAS, Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7,021/- ( B = Rs 7,000/- .E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2018 12:47PM with Govt. Ref. No: 192017180166021331 on 01-02-2018, Amount Rs: 7,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKE8644843 on 01-02-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,021/-

**Description of Stamp**

1 Stamp: Type: Impressed, Serial no 3387, Amount: Rs. 100/-, Date of Purchase: 16/01/2018, Vendor name: H C Sadhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2018 12:47PM with Govt. Ref. No: 192017180166021331 on 01-02-2018, Amount Rs: 10,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKE8644843 on 01-02-2018, Head of Account 0030-02-103-003-02

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

Major information of the Deed :- I-1523-01579/2018-09/02/2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 63447 to 63486  
being No 152301579 for the year 2018.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2018.02.20 18:02:14 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 02/20/2018 6:01:58 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)



DATED THE            DAY OF            2018

**DEVELOPMENT AGREEMENT**

**BETWEEN**

Subhen Gain  
@ Suven Bikash Gain

Rabi Gyne  
@ Rabin Gain

Swapan Gayen  
@ Swapan Gain  
**Landowners**

AD Construction  
**Developer**

**Drafted By**  
**Pinaki Chattopadhyay & Associates**  
**Advocates**

Sangita Apartment, Ground Floor  
Teghoria Main Road  
Kolkata - 700 157  
Ph. : 2570 8471

**Composed By**  
**Gopa Dasgupta**  
Teghoria Main Road  
Kolkata - 700 157