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I certify that the document is admitted  
to registration. The signature sheet  
and the endorsement sheets attached  
with this document are the part  
of this document.

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Ajit Kumar Sub Registrar  
Bishnupur, (Bishnupur) Laxo Chyt

30 NOV 2022

**DEVELOPMENT AGREEMENT OR CONSTRUCTION  
AGREEMENT**

**THIS DEED OF DEVELOPMENT AGREEMENT** is made this the  
30th day of November Two Thousand and Twenty Two (2022).

**BETWEEN**

क्रमांक 3458

25-11-22

मूल्य : 5000/-

प्रेता : Gokul Realcon

ठिकाना : 18, Bidyut Ghakra Pathagar Road, P.S. - Dum Dum at. & Bidyut Hagerbazar

डेपॉर : Rossfita Pan

Kolkata - 700030

नाईसेस प्राप्त स्ट्याम्प डेपॉर

काशिपुर दम्दम ए. डि. एस. आर. अक्सि

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डेपॉरर नाम - रशिता पाल

प्रेजारेर नाम :- बारकपुर

टि डि नं : 24 NOV 2022

स्ट्याम्प खरिदर तरिख

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Dipankumar Dasgupta  
Sate Sagarlal Dasgupta  
Sobarunpally, K.K. Road Dasko  
Nimta. Kal-700049.

Addl District Sub-Registrar  
Bidharnagar, (Salt Lake City)

30 NOV 2022

Business

**SHRI TAPAS KUMAR DATTA**[PAN AGCPD9786G][AADHAAR 5923 6384 8353], son of Late Dr. Chittaranjan Datta by faith - Hindu, by Nationality - Indian, by Occupation - Self-employed (Chartered Accountant), residing at 230, Block "B", Bangur Avenue, P.O. - Bangur Avenue, P.S. Lake Town, Kolkata - 700055, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "LANDOWNER" (which terms and expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the FIRST PART.

A N D

**M/S. GOKUL REALCON**[PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata - 700030, District North 24-Parganas, West Bengal, being represented by its partners namely (1) **M/S. RUDANI & RUDANI PVT. LTD**[CIN U52100WB2011PTC167212] [PAN AAECB6741Q], having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI** [PAN AMIPR3834M] [AADHAAR 3263 1162 1937], son of Shri Manohar Lal Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, (2) **MR. YASH PATEL**[PAN EBHPP6267C][AADHAAR 2725 2473 6033], son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, (3) **SRI BHASKAR CHANDA** [PAN AFWPC0814P] [AADHAAR 4586 4036 8971], son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, PurbaSinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, (4)**SRI RAJA DAS** [PAN AHRPD8115D] [AADHAAR 6127 3349 8025], son of Sri



*[Handwritten signature]*

Asst. District Sub-Registrar  
Gulbarga, (Bell Laxi City)

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Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, Purba Sinthee Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata-700030, District North 24 Parganas, West Bengal, (5) **SRI NITIN RUDANI** [PAN AMIPR3834M] [AADHAAR 3263 1162 1937], son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and (6) **SHRI GOKUL RUDANI**[PAN ASOPR8698H][AADHAAR 5803 4502 0706], son of Shri Manohar Lal Rudani, by faith - Hindu, by Nationality-Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata-700028, District North 24-Parganas, West Bengal , herein after jointly for the sake of brevity referred to and/or called as the **DEVELOPER/PROMOTER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, successors in office, successors-in-interest, nominees and assigns) of the **OTHER PART**. The partner No 2,3,4 and 5 are the only signatory authority for and on behalf of the firm according to the terms and conditions of the partnership Deed.

**Sold of 7-0-36 Seven Cottahs Thirty Six sft land by The Amalgamated Development Limited, the vendor thereof in favour of Dr. Chittaranjan Dutta, the purchaser therein:-**

**WHEREAS** The Amalgamated Development Limited, the vendor thereof announced to sale out ALL THAT a piece and parcel of Mourashi Mokorari sattiya land measuring an area of 7-0-36 Seven Cottahs Thirty Six Sft which is equivalent to 12 satak be the same a little more or less having annual rent of Rupees One Hundred Fifty Six(156) Ana Twelve (12) Pai Six (6) being **Plot No. 230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur , at present Shyamnagar**, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under C.S. Plot/Dag No. 1265, comprised in C.S. Khatian No. 791, P.S. Dum Dum, at present P.S. Laketown, within the limits of South Dum Dum Municipality, Ward No. 29, Additional District Sub Registrar Bidhannagar Salt Lake City, then District 24 parganas, at present District of North 24

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Bidhannagar, (Salt Lake City)

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Parganas and one Dr. Chittaranjan Datta, the purchaser therein purchased the same by a registered Deed of sale 13.12.1957 registered at Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 134, pages 31 to 38, Being No 8493, for the year 1957 from said The Amalgamated Development Limited, the vendor therein and thus Dr. Chittaranjan Datta became the absolute owner of the said property by virtue of the above mentioned purchase and constructed two storied dwelling house thereon and enjoyed the same free from all encumbrances and without having any interruption from anybody or from any corner and the property is clear, good and marketable and said Dr. Chittaranjan Datta recorded his name in B.L & L.R.O comprised in R.S Khatian No 750 under R.S Dag No 1265.

**Demise of Dr. Chittaranjan Datta:-**

**AND WHEREAS** while in course of enjoyed the same said Dr. Chittaranjan Datta died intestate on 11.03.1967 leaving behind his surviving wife namely Smt. Jyotsna Rekha Datta, one son namely Sri Tapas Kumar Datta and three daughter namely Subhra Datta, Shipra Somani, Lina Basu as his legal heirs and successors and the property left by Dr. Chittaranjan Datta, since deceased were jointly inherited by Smt. Jyotsna Rekha Datta, Sri Tapas Kumar Datta, Subhra Datta, Shipra Somani and Lina Basu, by virtue of hereditary right of their husband and father respectively and also by virtue of Hindu Succession Act 1956(Each having undivided 1/5<sup>th</sup> share of the total property).

**Sold of their undivided 3/5<sup>th</sup> share of total land and structure by Subhra Datta, Shipra Somani, Lina Basu, the vendors thereof in favour of Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta, the Purchasers therein:-**

**AND WHEREAS** while in course of enjoyed the above mentioned property Subhra Datta, Shipra Somani, Lina Basu, the vendors therein jointly announced to sale out ALL THAT undivided 3/5<sup>th</sup> share of land measuring an area of 4-3-31 Four Cottahs Three Chittacks Thirty One sft or 7.20 satak be the same a little more or less out of 7-0-36 Seven Cottahs Thirty Six Sft

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or 12 satak be the same a little more or less along with the undivided 3/5<sup>th</sup> share of pucca Two storied dwelling house and Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta, the purchasers therein jointly purchased the same by a registered Deed of Sale on 11.08.1967 registered at Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 101, pages 104 to 107, Being No 7166, for the year 1967 from said Subhra Datta, Shipra Somani, Lina Basu, the vendors therein.

**Absolute ownership of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak land be the same a little more or less together with pucca Two storied dwelling house by Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta:-**

**AND WHEREAS** thus Smt. Jyotsna Rekha Datta and Sri Tapas Kumar Datta jointly became the absolute owners of ALL THAT a piece and parcel of land measuring an area of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak land be the same a little more or less together with pucca Two storied dwelling house, thereon by virtue of the above mentioned purchase and jointly enjoyed the same free from all encumbrances and without having any interruption from anybody or from any corner (Each having undivided  $\frac{1}{2}$  half share of the total property). The property is absolute clear good and marketable.

**Execution of a will by Smt. Jyotsna Rekha Datta in respect of her undivided  $\frac{1}{2}$  (half) share of the total property in favour of her son namely Sri Tapas Kumar Datta:-**

**AND WHEREAS** thereafter while in course of enjoyed the same Smt. Jyotsna Rekha Datta executed a will in respect of her undivided  $\frac{1}{2}$  (half) share of the total property on 17th day of July 1994 in favour of her son namely Sri Tapas Kumar Datta.

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**Demise of Smt. Jyotsna Rekha Datta and grant of probate of will by Learned Court of District Delegate North 24 parganas, Barasat in favour of said Sri Tapas Kumar Datta vide Misc Case No 339/2002:-**

**AND WHERAS** thereafter said Smt. Jyotsna Rekha Datta died on 25.12.2000 and Learned Court of District Delegate North 24 parganas, Barasat grant probate of the said will in favour of said Sri Tapas Kumar Datta vide Misc Case No 339/2002.

**Absolute ownership of Sri Tapas Kumar Datta, the landowner herein:-**

**AND WHERAS** thus Sri Tapas Kumar Datta became the absolute owner of **ALL THAT** a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with Two storied cement flooring residential building thereon having **2200 sft** on the **Ground Floor** and **2200 sft** on the **First Floor** thus total measuring an area of 4400 sft cement flooring residential building being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur**, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under **C.S/R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S./L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, at present in the District of North 24 Parganas and mutated his name in the records of South Dum Dum Municipality under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055** and Sri Tapas Kumar Datta, the landowner herein enjoying the same free from all encumbrances and without having any interruption from anybody or from any corner and the property is absolutely clear, good and marketable.

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**Desirous of Constructing Multistoried building on the said premises by the landowner herein:-**

**AND WHEREAS** the landowner herein intend to construct a multi storied building consisting of Several residential Flats /Garages/ Lift devices etc. on the said Plot of land mentioned in the First Schedule hereunder written "OWN YOUR OWN FLAT" Scheme but due to paucity of fund and other difficulties the landowner herein is unable to proceed with the construction works of the building and the landowner herein requested to the Developer/ Promoter the Other Party herein by demolishing the old structure if any standing thereon.

**Further offer from the Developer hereof to undertake the development work :-**

**AND WHEREAS** **M/S. GOKUL REALCON**[PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata - 700030, District North 24-Parganas, West Bengal, being represented by its partners namely **(1)M/S. RUDANI & RUDANI PVT. LTD**[CIN U52100WB2011PTC167212] [PAN AAECB6741Q], having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI** [PAN AMIPR3834M] [AADHAAR 3263 1162 1937], son of Shri Manohar Lal Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, **(2) MR. YASH PATEL**[PAN EBHPP6267C] [AADHAAR 2725 2473 6033], son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, **(3) SRI BHASKAR CHANDA** [PAN AFWPC0814P] [AADHAAR 4586 4036 8971], son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, Purba Sinthee, P.O. Ghughudanga, P.S. Dum Dum

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Bidhannagar, (Salt Lake City)



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at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, **(4)SRI RAJA DAS [PAN AHRPD8115D] [AADHAAR 6127 3349 8025]**, son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, PurbaSinthec Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata-700030, District North 24 Parganas, West Bengal, **(5)SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and **(6)SHRI GOKUL RUDANI[PAN ASOPR8698H][AADHAAR 5803 4502 0706]**, son of Shri Manohar Lal Rudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, the Party of the other Part hereof being the Developer hereto is an experienced Promoter and Developer engaged in the field of building promotion and construction, having come to know the aforesaid desire of the landowner as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title, bonafide interest peaceful physical possession of the said premises of the landowner and having been fully satisfied in all respect regarding the absolute lawful right, bonafide interest, peaceful possession and marketable title of the landowner in respect of the said premises, with specific undertaking of not to raise any question relating to the same in future on any ground whatsoever, made an approach/offer to the landowner hereto for allowing the Developer thereof to undertake such proposed development work by constructing the multi storied building on the said Premises of the landowner in accordance with the building Plan cause to be sanctioned by the authorities of South Dum Dum Municipality, in the name of the landowner exclusively at the costs, arrangements and expenses of the Developer upon regularization of all requisite legal formalities pertaining to the proposed development work on the said Premises of the landowner.



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**Acceptance of the said offer of the Developer by the landowner :-**

**AND WHEREAS** the landowner hereof having thus approached by the party of the other Part thereto in the manner stated hereinbefore, in acceptance of such offer, decided to allow and engage the Party of the other Part hereof as Developer to proceed with the proposed development work on the said Premises of the landowner and by executing the Development Agreement as well as by executing a registered Development Power of Attorney agreed to engage, appoint, authorize and empower the Party of the other Part hereof as Developer to proceed with the proposed development work by constructing the multi storied building on the said premises of the landowner in accordance with the building plan cause to be sanctioned by the authorities of South Dum Dum Municipality, in the name of landowner exclusively at the costs, arrangements and expenses of the developer on the mutually agreed and settled terms and conditions so arrived at between the parties hereof and stipulated herein after.

That it has been agreed by and between the parties herein that the Developer/Promoter/ other Party herein shall develop the said property fully and particularly described in the First Schedule hereunder written in the manner as agreed upon by and between the parties for construction of one multi-storied building consisting of several residential flats/garages/ Lift devices and other common space as per the sanctioned plan which is to be sanctioned by the South Dum Dum Municipality.

**COMMON PARTS** shall mean the equipment and associates provided for and/or reserved in the said building and/or land appertaining thereto including the common areas passages, top of the roof, stair case, lift, landing, motors, pumps, electrical installations, etc. for common use and enjoyment of the intending purchasers.

**COMMON EXPENSES** shall mean and include a proportionate share of the costs, charges and expenses for working maintenance, upkeep, repair and replacement of the common parts and the common amenities including proportionate share of the South Dum Dum Municipality Tax, Proportionate

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Tax and other taxes and levies relating to or connected with the said building and the said property thereto.

**PROPORTIONATE SHARE** shall mean in the case of any flat the proportionate which the floor space of any flat bears to the aggregate of all the floors spaces of all the Flats in the said building but excluding the areas comprising the common parts and the common areas thereof in the said property.

**SUPER BUILT UP AREA** shall mean **For Flat**= (Covered Area +proportionate Stair Area & lift + 30% Super built up Area).

**NOW THIS INDENTURE WITNESSETH** and it is mutually agreed upon by and between the parties as follows :-

**DEFINATIONS :-**

**LANDOWNER**:-Shall mean **SHRI TAPAS KUMAR DATTA [PAN AGCPD9786G] [AADHAAR 5923 6384 8353]**, son of Late Dr. Chittaa Ranjan Datta, by faith - Hindu, by Nationality - Indian, by Occupation - Self-employed (Chartered Accountant), residing at 230, Block "B", Bangur Avenue, P.O. - Bangur Avenue, P.S. Lake Town, Kolkata - 700055, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "**LANDOWNER**" (which terms and expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

**A N D**

**DEVELOPER-M/S. GOKUL REALCON[PAN AAYFG6346B]**, a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata - 700030, District North 24-Parganas, West Bengal, being represented by its partners namely**(1)M/S. RUDANI & RUDANI PVT. LTD[CIN U52100WB2011PTC167212] [PAN AAECB6741Q]**, having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum,

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Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI** [PAN AMIPR3834M] [AADHAAR 3263 1162 1937], son of Shri Manohar Lal Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, (2) **MR. YASH PATEL**[PAN EBHPP6267C] [AADHAAR 2725 2473 6033], son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, (3) **SRI BHASKAR CHANDA** [PAN AFWPC0814P] [AADHAAR 4586 4036 8971], son of Late Binoy Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, Purba Sinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, (4) **SRI RAJA DAS** [PAN AHRPD8115D] [AADHAAR 6127 3349 8025], son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, Purba Sinthee Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata-700030, District North 24 Parganas, West Bengal, (5) **SRI NITIN RUDANI** [PAN AMIPR3834M] [AADHAAR 3263 1162 1937], son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at Gokul Niwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and (6) **SHRI GOKUL RUDANI**[PAN ASOPR8698H][AADHAAR 5003 4502 0706], son of Shri Manohar Lal Rudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, herein after jointly for the sake of brevity referred to and/or called as the **DEVELOPER/PROMOTER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, successors in office, successors -in- interest, nominees and assigns) of the **OTHER PART**. The partner No 2,3,4 and 5 are the only

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signatory authority for and on behalf of the firm according to the terms and conditions of the partnership Deed.

**Premises:-** Shall mean **ALL THAT** a piece and parcel of land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with Two storied cement flooring residential building thereon having **2200 sft** on the **Ground Floor** and **2200 sft** on the **First Floor** thus total measuring an area of 4400 sft cement flooring residential building being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur**, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under **C.S/R.S. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S Khatian No 750**, P.S. Dum Dum, at present P.S. Laketown, within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas.

**Building:-** Shall mean the multi storied (G+VII) building to be constructed at the said premises in accordance with sanction plan duly sanctioned by the South Dum Dum Municipality.

**Common Facilities and Amenities:-** Shall mean corridors, stairways, lift, lift cage, passage ways, provided by the Developer, pump room and tube well, overhead tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building.

**Saleable:-** Space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required.

**Land Owner's Allocation:-** That upon construction of proposed (G+VII) storied building thereon **ALL THAT** the land owner herein shall be entitled to get following in the said premises as his own allocation as written here under:-

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1. **Ground Floor- 50 % of the building construction area on the Ground floor, (North- West Portion Only)**
2. **First Floor- Entire First Floor.**
3. **Third Floor- Entire Third Floor.**
4. **Fifth Floor- Entire Fifth Floor.**
5. Together with a sum of **Rs. 70,00,000/** (Rupees Seventy Lakh) only as **Forfeit amount** or **Nonrefundable amount** which to be paid by the developer to the landowner herein in the manner as follows:-
  - (a) At the time of Execution of Development agreement **Rs.15,00,000/**
  - (b) At the time of handed over vacant peaceful possession of the said premises **Rs.15,00,000/**
  - (c) **And the rest** amounting to **Rs.40,00,000/(Rupees Forty Lakh)** only shall be paid by the Developer to the landowner herein **part by part in 4 (four) installment** before hand over of landowner's allocation.
  - (d) If the Developer/Promoter unable to sanction G+VII construction on said premises from the statutory /ies authority/ies then:-
    - i) If it is G+V, Ratio shall be 50:50 plus aforesaid cash allocation of landlord.
    - ii) If it is G+VI, Ratio shall be 50:50 upto & including G+V and top floor will be Developer / Promoter's portion, plus aforesaid cash allocation of landlord.
6. Together with the undivided proportionate share of land in the said First schedule mentioned premises.
7. That after taking vacant possession of the said premises by the Developer, **Two(2) Nos 3BHK Flat** and **one(1) Garage** under one roof to be provided by the Developer hereof in favour of the landowner hereof till the handover of the possession of landowner's allocation to the landowner herein within schedule time. That it is clearly mentioned herein said Temporary shifting or alternative accommodation Charges of Rent of flats and garage shall have to be borne by the Developer in every Month.

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**Developers Allocation:-** Shall mean save and except the Land Owners allocated portion in the said premises, the rest of the portion will be treated as **Developer's Allocation** together with the undivided proportionate share, right, title, interest in the land, in common facilities and other amenities including the right to use thereof in the said premises upon construction of the building will be treated as **Developer's Allocation** as mentioned here under as follows:-

1. **Ground Floor- Rest 50 % of the building construction area on the Ground floor, from North- East Portion.**
2. **Second Floor- Entire Second Floor.**
3. **Fourth Floor- Entire Fourth Floor.**
4. **Sixth Floor- Entire Sixth Floor.**
5. **Seventh Floor- Entire Seventh Floor**
6. Together with the undivided proportionate share of land in the said First schedule mentioned premises.
7. In case the Developer herein become unable to obtain sanction of (G+VII) storied building from the concerned Statutory Authority/ies, then:-
  - i) If it is G+V, Ratio shall be 50:50 plus aforesaid cash allocation of landlord.
  - ii) If it is G+VI, Ratio shall be 50:50 upto & including G+V and top floor will be Developer / Promoter's portion, plus aforesaid cash allocation of landlord.

The developer will demolish the existing structure if any and will get the sales proceeds of the materials.

**Architect:-** Shall mean the person or persons who may be appointed by the Developer for designing and planning(Revised) of the building with the approval of the owners.

**Building Plan:-** Shall mean the plan to be sanctioned by the South Dum Dum Municipality with such alteration or modifications as may be made by the developer with the approval of the land owner herein from

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concerned South Dum Dum Municipality authority and the Developer shall bear the entire cost for obtaining sanction plan.

**Transferee:-** Shall mean the person, firm, limited company association or persons to whom any space in the building has to be transferred.

**Word Imparting:-** Singular shall include plural vice-versa.

**Word Imparting:-** Masculine gender shall include feminine and neuter gender likewise words imparting feminine genders shall include masculine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

#### **Articles - II Commencement:-**

This agreement shall be deemed to have commenced on and with effect from the date of execution on agreement.

#### **Owner's Representations:-**

The owner is absolutely seized and possessed of and or otherwise well and sufficiently entitled to **ALL THAT** a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottabs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with Two storied cement flooring residential building thereon having **2200 sft** on the **Ground Floor** and **2200 sft** on the **First Floor** thus total measuring an area of 4400 sft cement flooring residential building being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur**, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under **C.S./R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S./L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas. The property is free from all encumbrances attached and liens whatsoever.

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The said premises are not vested under the Urban Land (Ceiling and Regulation) Act, 1976.

### **Developer's Right**

1. The owner hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats/ Garages in order to sell of said flats / Garages to the member of the public for their residential or commercial purpose by entering into agreements for sale and/or transfer and/or construction in respect of the Developer's allocation in accordance with the plan already sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the Developer with the approval of the Owner.
2. The Developer shall be entitled to prepare modify or alter the plan with approval of the owner and to submit the same to the South Dum Dum Municipality in the name of the owner at its own cost of developer and shall pay and bear all expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities and if the developer made any addition or alteration or alteration & deviation of building plan in that case, the Developer shall bear additional cost/ expenses, penalties for deviation, as imposed by the municipal authority and if required for construction of the building at the said premises provided however that developer shall be exclusively entitled to get all refunds of any or all payments and/or depositors paid by the Developer.
3. Nothing in these presents shall be constructed as a demise or assignment or transfer by the owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the Developer to sell the flats of the said premises in terms thereof and to deal with the developer's allocation in building to be

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constructed thereon in the manner and subject to the terms hereafter stated.

4. That the Developer shall have right to collect finance from its own and/or from the market without creation of any charge or mortgage of the First schedule mentioned premises and have right to take partner/partners as its own choice in that event the land owner herein shall not raise any objection in that regards but that should not obligate the owners share or delay the stipulated time. Any extended time should result in penalty as mentioned in point "D" of apparent consideration.

#### **APPARENT CONSIDERATION**

1. In consideration of the owners having agreed to permit the developer to sell the Developers allocated flats/garages of the said premises and construct, erect and complete the building at the said premises the Developer agreed:-
  - a) At their own costs shall obtain all necessary permission and/or approvals and/or consent of the landowners.
  - b) In respect of the construction of the building to pay costs of supervision of the development and construction of the owners allocation in the building at the said premises.
  - c) To bears all costs charges and expenses for consideration for grant of exclusive right for development for the premises.
  - d) If the Landowner's allocation is not delivered within the stated / stipulated period, the Developer/ Promoter shall be liable to pay compensation to the Landlord as per negotiation between the landlord/landowner and developer/ Promoter.

#### **PROCEDURE:-**

Owner shall grant to the developer and/or its nominee or nominees a Development Power of Attorney as may be required for the purpose of

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obtaining the sanction plan and others from different authorities in connection with the construction of the said multistoried building and also for the pursuing and following up the matter with appropriate authority or authorities.

**CONSTRUCTION**:-The Developer shall be solely and exclusively responsible for construction of the said multistoried building and complete the same and the Developer shall not transfer any third party for construction of the building in any way.

**SPACE ALLOCATION**:-

- a) After completion of the building in all aspects and acquiring '**Occupancy Certificate**', the Developer shall be entitled to obtain the constructed area and other portions of the said building which shall belong to the Developer's Allocation along with undivided proportionate right and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the developer's allocations save and except landowner's allocation as mentioned herein above and also in the Second Schedule here under written.
- b) The developer shall be exclusively entitled to the entire portion in the building save and except the landowner's allocation with exclusive right from Owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest herein whatsoever of the owner and owner shall not in any way to interfere with or disturbed the quiet and peaceful possession of the Developer.

**BUILDING**:

1. The developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned from the concerned South Dum Dum Municipality with good and standard materials as may be specified by the architect from time to time. Such construction of the

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building shall be completed entirely by the Developer maximum within 36 months subject to enhancement of **further six (6) months.**

2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto.
3. The developer shall erect in the building at its own costs as per specification and drawings provided by the architect, pump, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided as residential building self contained apartment/ Car Parking space and constructed space for sale residential flats herein on ownership basis.
4. The developer shall be authorized in the name of the owner in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtained temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyments of the building for which purpose the owners shall execute in favour of the Developer a Development Power of Attorney and other authorities as shall be required by the Developer.
5. The Developer shall at its own cost and expenses and without creating any financial or other liability on the owners construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be the Developer with the consent of the owner in writings.

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6. All costs, charges and expenses including architects fees shall be paid discharged and borne by the Developer and the Owner shall have no liability in this context.
7. The developer shall at its own cost of electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation.

#### COMMON FACILITIES

1. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the owners allocation of the said building according to dues as and from the date of handing over vacant possession by the landowner till as provided hereafter.
2. As soon as the building is completed and the electricity wiring sewerage line and water pipe lines are ready up to the portion of the owners allocation, the developer shall give written notice to the owners requesting the take possession of the owners allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30 (thirty) days from the date of service of such notice and at all times thereafter the owners shall be responsible for payment of all municipal and property taxes, dues, duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity, referred to as the said rates) payable in respect of the owner's allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if they are levies on the building as a whole.
3. The developer shall punctually and regularly pay for rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon the owners and developer and both the parties shall kept each other indemnified against all claims, actions, demand, costs, charges and expenses and proceedings whatsoever directly and indirectly

*[Handwritten signature]*



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instituted against or suffered by or paid by either of them as the case - may be consequent upon a default by the owner or the developer in this behalf.

4. As and from the date of completion, the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of the said charge include of premises for insurance of the building, water, fire and scavenging charges, taxes, light, sanitation and maintenance operation, repair and renewal charges for bill collection, renovation, replacement and expenses for building and mechanical installations, application and equipment, stairways, corridors, passage ways and other common facilities whatsoever as may be mutually agreed from time to time.

#### **LEGAL PROCEEDINGS**

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owners applications and other documents may be required to be signed made by the owners relating to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds matters, and other things that may be reasonably required to be done in the matter and the owner shall execute any such additional power of attorney and/or authorization as may be required by the developer for the purpose and the owner also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts, deeds and

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things do not in any way infringe of the rights of the owners and/or go against the spirit of this agreement.

2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the owner if delivery by hand to hand and duly acknowledgement due to the residence of the owners shall likewise be deemed to have been served on the developer if delivered by hand to hand or send by prepaid register post to the registered office the developer.
3. Both the developer and the owners shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the owner hereof and the owner hereby agrees to abide by all the rules and regulations and as such management society/association/ holdings organization do hereby give her consent to abide by the same.
4. The name of the building shall be decided by the Developer.
5. Nothing in these present shall be construed as a demise or assignment or conveyance in the law by the owner of the premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof other than an exclusive license to Developer to residential exploit the same in the terms thereof provided however Developer shall be entitled to borrow money from any bank without creating any financial liability of the owner or affecting his estate and interest in the premises and it is being expressly agreed and understood that in no event the owner or any of his estate shall be responsible and/or made liable for payment of any dues of such banks and for that purpose, the Developer shall keep the Owner indemnity against all actions suits proceedings and costs, charges and expenses in respect thereof.
6. As and from date of completion of the building the developer and/or its transferees and the Owner and/or their transferees shall be liable to pay

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and bear proportionate charges on account of ground rent and wealth/property taxes payable in respect of their spaces.

7. That it specifically mentioned here that in case of death of landowner herein, his legal heirs shall be entitled to get the owner's allocation as mentioned herein and also shall also be bound to execute the further development agreement and development power of attorney in favour of the present developer & vice-versa under any circumstances.
8. The owner undertake and agrees to execute and register all conveyance and transfer in favour of persons with whom the Developer will enter in to agreement as and when required by the Developer. (The stamp duty and Registration fees and other expenses towards the registration will be borne by the party or its assigns) and vice-versa.
9. That the Land owner herein have to bear all cost and expenses of any Govt. imposed taxes in respect of his Landowner's Allocation portion only after completion of the Project in all aspect.
10. The ultimate Roof right will be treated as common for all unit owners including landowner.

#### **FORCE MAJEURE**

The Parties shall not 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.

#### **ARBITRATION**

If any time any dispute shall raise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liabilities of any of the parties under this

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agreement, the same shall be referred to the arbitration, in case the parties agrees to the case otherwise two arbitrators one to be appointed by the each parties in dispute and the same be deemed to be referred within meaning of Arbitration Act, 1996 or any statutory modifications there under in force.

#### LANDOWNER'S DUTY

That the landowner herein shall be bound to handover all original documents and Deeds and any other related link Deed in favour of the Developer herein at the time of execution of Development Agreement.

#### DEVELOPER'S DUTY

That the developer herein shall have to take every necessary action to proceed constructional work.

That the Developer herein shall be bound to handover occupancy certificate to be obtained from South Dum Dum Municipality to the landowners within the stipulated time of **36 (thirty six) months from the date of sanction building plan.**

#### SPECIAL CLAUSE

1. Penalty: If the Land Owner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation the Land Owners as per negotiation between the land Owners and Developer.
2. No Violation: The Developer hereby agree and covenant with the Land Owners 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 Land Owners are prevented from enjoying, selling, assigning and / or disposing of any Land Owner's Allocation in the building at the said premises vice versa.

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3. *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 Land owner's Allocation on accounts of Loss or vice versa on account of profit from Developer's allocation.
4. 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.
5. 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.
6. *Contract: Contract not Partnership*: The Land owner 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 Land owner and the Developer in any manner nor shall the parties hereto be constituted as association of person/s.
7. *Not responsible*: The Land owner shall not be liable or any Income tax, wealth/Property tax or any other taxes in respect of the Developer's Allocation and the Developer shall not be liable to make payment of the same and keep the Land owner's indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof. If in course of construction of the proposed building any accident / casualties take place resulting in criminal and civil litigations for which the Owners may be required to pay any

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compensation to any party sustaining such injury, the same shall be borne by the Developer absolving the owner of such responsibility and the owner will not be entangled in any manner whatsoever in this regard.

8. In case of Death: In case of death of any parties in these present their respective legal heirs are / will come in force under this agreement to execute and implement all the writings under this agreement.

9. Amendment / Modification: No amendment or Modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties.

10. Formation of Association / Society under law of Association / society's Pan Card: After the completion of the said building and receiving peaceful possession of the allocation, the Land owners hereby agree to abide by all the rules and regulations to be framed by any Society / Association who will be in charge or such management of the affairs of the building and /or common parts thereof and hereby given his consent to abide by such rule and regulation.

#### **JOINT RESPONSIBILITY**

That both the parties herein shall have to be careful before selling out their portion to other party and must not sell any of either parties portion to any unsocial or unwanted persons.

If any contractual parties as in the Development Agreement fail or neglect to fulfill the terms and conditions laid down hereinabove then in that case the aggrieved party shall have the liberty to sue or seek redress before the competent court of law against the other party as per law of the land as

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prevails i.e. vice a versa and the jurisdiction at North 24-Parganas and/or High Court at Calcutta or any other allied upper court and all disputes will be resolved through Court Law.

**JURISDICTION** - District Court of Barasat and all allied upper courts shall have jurisdiction to enter by their actions, title proceeding arising out of this agreement.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**[TOTAL PROPERTY]**

**ALL THAT** a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with Two storied cement flooring residential building thereon having **2200 sft** on the **Ground Floor** and **2200 sft** on the **First Floor** thus total measuring an area of 4400 sft cement flooring residential building being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur**, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under **C.S/R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S. /L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas. The total property is butted and bounded in the manner as follows :

ON THE NORTH BY :20'-0" ft wide Road;  
ON THE SOUTH BY :Land under plot No 224 and 225;  
ON THE EAST BY: Land under plot No 229;  
ON THE WEST BY :Land under plot No 231 and 232;

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SECOND SCHEDULE ABOVE REFERRED TO  
(Land Owner's Allocation)

**Land Owner's Allocation:-** That upon construction of proposed (G+VII) storied building thereon **ALL THAT** the land owner herein shall be entitled to get following in the said premises as his own allocation as written here under:-

1. **Ground Floor- 50 % of the building construction area on the Ground floor, from North- West Portion.**
2. **First Floor- Entire First Floor.**
3. **Third Floor- Entire Third Floor.**
4. **Fifth Floor- Entire Fifth Floor.**
5. Together with a sum of **Rs. 70,00,000/ (Rupees Seventy Lakh)** only as **Forfeit amount** or **Non refundable amount** which to be paid by the developer to the landowner herein in the manner as follows:-
  - a) At the time of Execution of Development agreement **Rs.15,00,000/**
  - b) At the time of handed over vacant peaceful possession of the said premises **Rs.15,00,000/**
  - c) **And the rest amounting to Rs.40,00,000/(Rupees Forty Lakh)** only shall be paid by the Developer to the landowner herein **part by part in 4 (four) installment** before hand over of landowner's allocation.
  - d) If Construction of Building G+V, Ratio shall be 50:50 plus aforesaid cash allocation of landlord.
  - e) If Construction of Building G+VI, Ratio shall be 50:50 upto & including G+V and top floor will be Developer / Promoter's portion, plus aforesaid cash allocation of landlord.
6. Together with the undivided proportionate share of land in the said First schedule mentioned premises.
7. That after taking vacant possession of the said premises by the Developer, **Two (2) Nos 3BHK Flat** and **one(1) Garage** under one roof to be provided by the Developer hereof in favour of the landowner hereof till the handover of the possession of landowner's allocation to the landowner herein within schedule time. That it is clearly mentioned herein said Temporary shifting or alternative

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accommodation charges of Rent of flats and garage shall have to be borne by the Developer in every Month.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(Developer's Allocation)**

**Developers Allocation:-** Shall mean save and except the Land Owners allocated portion in the said premises, the rest of the portion will be treated as **Developer's Allocation** together with the undivided proportionate share, right, title, interest in the land, in common facilities and other amenities including the right to use thereof in the said premises upon construction of the building will be treated as **Developer's Allocation** as mentioned here under as follows:-

1. **Ground Floor- Rest 50 % of the building construction area on the Ground floor, from North- East Portion.**
2. **Second Floor- Entire Second Floor.**
3. **Fourth Floor- Entire Fourth Floor.**
4. **Sixth Floor- Entire Sixth Floor.**
5. **Seventh Floor- Entire Seventh Floor**
6. Together with the undivided proportionate share of land in the said First schedule mentioned premises.
- f) In case the Developer herein become unable to obtain sanction of (G+VII) storied building from the concerned Statutory Authority/ies, then :  
 If Construction of Building G+V, Ratio shall be 50:50 plus aforesaid cash allocation of landlord.  
 If Construction of Building G+VI, Ratio shall be 50:50 upto & including G+V and top floor will be Developer / Promoter's portion, plus aforesaid cash allocation of landlord.

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THE CONSTRUCTION AND DEVELOPMENT SHALL BE EXECUTED AS PER FOLLOWING SPECIFICATION:

Foundation works	::	RCC Column Foundation [1:2:3]
Nature of Construction	::	RCC Column Structure.
Roof Finish	::	RCC Roof slab [1:2:3]
STEEL/IRON		SRMB / ELEGANT & Durgapur TMT Bar etc
Doors & Windows	::	All Door frame would be made of standard MALAYASIA Sal wood, All Doors would be made of Designer Door except Bathroom (PVC Door). All windows would be made of aluminium sliding and fitting with Glass Panels.
CEMENT		LAFARGE, KONARK & ULTRATECH etc
Flooring	::	All Bed rooms, Dining and Drawing would be furnished like Good Quality Tiles/Marble & Kitchen would be furnished with floor tiles/Marble and walls of the toilets would have 6'-0" height water Glazed Tiles.
Sanitary & Plumbing	::	Toilet would be of matching size shower and would be fitted with one hanging Commode [white standard quality] with low down PVC cistern [white]. All inside plumbing lines are of PVC and outside plumbing lines will be of PVC Pipe I.S.I Pan Commode standard [I.S.I] from quality product of supreme.
Kitchen		One Granite platform standard size with cylinder space on bottom. One stainless steel sink will be provided. Skirting made of Glazed Tiles 3'-0" on the back of the cooking platform to protect the oil spots.
Electrical wiring	::	Concealed wiring in all flats (copper electrical wiring from finolex/Havels/ modular switch).
	*	Each Flat will be provided with the following electrical points with standard switch.
	*	in bed room : 3 (three) Light points, 1(one) Fan point, 1(One) Plug point [5 amp], 2(TWO) 15 amp including 1(one) AC point.

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	*	<p>In Dining / Drawing : 2(two) Light points, 1(one) Fan point, 2 (two) Plug point (15 amp), 2 (two) T.V point. including 1(one) AC point.</p> <p>In Kitchen : 1(one) Light point, 1 (one) Exhaust Fan point, 3(three) Plug Point [15 amp], 1 (one) Aquaguard point.</p> <p>In Toilet : 1(one) Light point, 1(one) Exhaust fan point, 1 (one) Gezer point.</p> <p>In Verandah : 1(one) Light point, 1 (one) Plug point.</p> <p>In Entrance : 1(one) Light point, 1 (one) Door Bell point.</p>
Fittings		D'SONS, Jaguar etc.
Dining	::	One white porcelain basin [Standard],
Water supply	::	Overhead water tank attached with connection of Deep tube well with pump and motor deep tube well with Automated water supply system.
Painting	::	Putty in Bed rooms, Dining/ Drawing, Toilets, Kitchen and Verandah.
Out side Painting	*	Weather Coat Long Life.
Modern Lift facility	::	With carrying 4 persons

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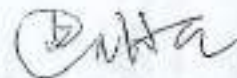
IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

**SIGNED SEALED AND DELEVERED**

By the owner and developer  
in the presence of:

Witnesses:-

1. Pradip Kumar Dasgupta  
Nabarunpally, K.K. Road, Durgam Rd.  
Nimta, Kol-700049



(TAPAS KUMAR DATTA)

**SIGNATURE OF THE LAND OWNER**

2. Manish Bhattacharya  
BD- G. D. B. Nagar  
KOL-5)

3. Tandra Datta .  
PLOT- 230, BLOCK- B.  
BANGOR AVENUE.  
KOLKATA - 700055 .

**GOKUL REALCON**

Yash Patel  
Bhaskar Chandel,

Asif Das  
Sri Sri Rudra'  
Partners

SIGNATURE OF THE DEVELOPER/  
PROMOTER

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Adm District Sub Registrar  
Bihannagar, (Salt Lake City)  
30 NOV 2022



**RECEIVED** of and from the within named Developer within mentioned sum of Rs15,00,000/ (Rupees Fifteen Lakh) only as Forfeit amount or Non refundable amount out of total Rs. 70,00,000/ (Rupees Seventy Lakh) only as Forfeit amount or Non-refundable or non-adjustable amount by the land owner herein as per Memo of Consideration given below:-

**MEMO OF CONSIDERATION**

Date	Bank	Branch	Cheque No	Amount
25.11.2022	ICICI	Nager Bazar	504898	Rs. 14,00,000/
30.11.2022	—	—	Cash	RS. 1,00,000/-
			<b>Total Advance</b>	<b>Rs. 15,00,000/</b>


(Rupees Fifteen Lakh) only

**WITNESSES** :-

1. Pradip Kumar Dasgupta.

2. Manash Bhattacharya

3. Tandra Datta.

  
(TAPAS KUMAR DATTA)

**SIGNATURE OF THE LANDOWNER**

**Prepared By:-**

Manash Bhattacharya

**Manash Bhattacharya**

BD/6, Deshbandhu Nagar

Kolkata-700059,

L. No. DW. XI.45.

A.D.S.R. Cossipore Dum Dum

**Composed by:-**

Avijit Paul

Avijit Paul

100, S.S. Road, Dum Dum

Kolkata-700030.

A.D.S.R. Cossipore Dum Dum



Ad-41 District Sub Registrar  
Bichannagar, (Salt Lake City)

30 NOV 2022

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



192022230190964651

GRN Details

GRN: 192022230190964651 Payment Mode: Online Payment  
GRN Date: 25/11/2022 15:45:18 Bank/Gateway: State Bank of India  
BRN : CKV5014968 BRN Date: 25/11/2022 15:46:23  
GRIPS Payment ID: 251120222019096464 Payment Init. Date: 25/11/2022 15:45:18  
Payment Status: Successful Payment Ref. No: 2003302112/5/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: ROCKY ENTERPRISE  
Address: 88, R. S. ROAD  
Mobile: 8910121422  
Depositor Status: Others  
Query No: 2003302112  
Applicant's Name: Mr Ranajit Das  
Identification No: 2003302112/5/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 5  
Period From (dd/mm/yyyy): 25/11/2022  
Period To (dd/mm/yyyy): 25/11/2022

T - 4935/2022





















Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003302112/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2003302112/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	15021
			Total	50042

IN WORDS: FIFTY THOUSAND FORTY TWO ONLY.



## SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 <i>Arjo ses</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
						
	 <i>Haiti Rudan</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						

2



Addl. District Sub Registrar  
Bidhanagar, (Salt Lake City)

30 NOV 2022

## Major Information of the Deed

Deed No :	I-1504-04935/2022	Date of Registration	30/11/2022
Query No / Year	1504-2003302112/2022	Office where deed is registered	
Query Date	21/11/2022 5:43:58 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Ranjit Das Sodepur, Natagarh, Thana : Ghola, District : North 24-Parganas, WEST BENGAL, PIN - 700113, Mobile No. : 8910121422, Status : Solicitor firm		
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 : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,70,80,997/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 15,021/- (Article:E, E. B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Bangur Avenue, Block-B, Mouza: ShyamNagar, , Ward No: 29, Holding No:1565 JI No: 32, Pin Code : 700055



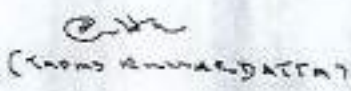
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1265 (RS :- )	LR-750	Bastu	Bastu	7 Katha 36 Sq Ft	1/-	2,41,10,997/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>11.6325Dec</b>	<b>1/-</b>	<b>241,10,997 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4400 Sq Ft.	1/-	29,70,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>4400 sq ft</b>	<b>1/-</b>	<b>29,70,000 /-</b>	





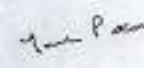
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr TAPAS KUMAR DATTA</b> Son of Late Chittaranjan Datta Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office	 <small>30/11/2022</small>	 <small>LTI 30/11/2022</small>	 <small>30/11/2022</small>
230, Block B, Bangur Avenue, City:- , P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AGxxxxxx6G, Aadhaar No: 59xxxxxxxx8353, Status :Individual, Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>GOKUL REALCON</b> 18, Bidyut Chakra Pathagar Road, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, We Bengal, India, PIN:- 700030 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			


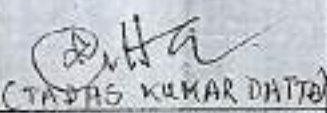

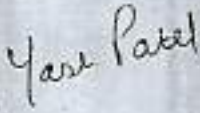

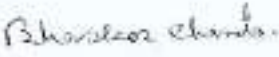
**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr YASH PATEL</b> Son of Mr Bharat Kumar Patel Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 <small>Nov 30 2022 11:00AM</small>	 <small>LTI 30/11/2022</small>	 <small>30/11/2022</small>
149/13, J.N. Mukherjee Road, Salkia, City:- , P.O:- Salkia, P.S:-Salkia, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: EBxxxxxx7C, Aadhaar No: 27xxxxxxxx6033 Status : Representative, Representative of : GOKUL REALCON (as PARTNER)				





## SPECIMEN FORM FOR TEN FINGERPRINTS


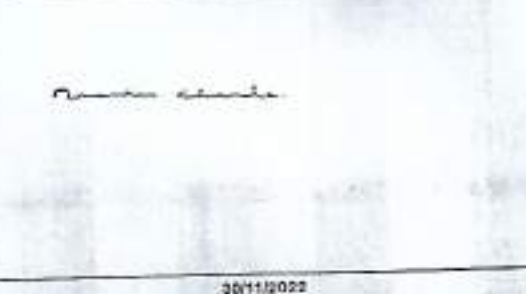
Sl No	Signature of the Executants / Presentants					
	  (TADAS KUMAR DATTA)	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	  Yash Patel	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	  Bhaskar Chandra	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

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Adtl District Sub Registrar  
Bihannagar, (Said Laas City)

30 NOV 2022

2	Name	Photo	Finger Print	Signature
	<b>Mr BHASKAR CHANDA</b> (Presentant) Son of Late Binoy Kumar Chanda Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 <small>Nov 30 2022 11:10AM</small>	 <small>LTI 30/11/2022</small>	 <small>30/11/2022</small>
18, Bidyut Chakra Pathagar Road, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx4P, Aadhaar No: 45xxxxxxxx8971 Status : Representative, Representative of : GOKUL REALCON (as PARTNER)				

3	Name	Photo	Finger Print	Signature
	<b>Mr RAJA DAS</b> Son of Mr Ajit Das Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 <small>Nov 30 2022 11:10AM</small>	 <small>LTI 30/11/2022</small>	 <small>30/11/2022</small>
147, Purba Sinthee Bye Lane, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx5D, Aadhaar No: 61xxxxxxxx8025 Status : Representative, Representative of : GOKUL REALCON (as PARTNER)				

4	Name	Photo	Finger Print	Signature
	<b>Mr NITIN RUDANI</b> Son of Mr Manohar Lal Rudani Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 <small>Nov 30 2022 11:11AM</small>	 <small>LTI 30/11/2022</small>	 <small>30/11/2022</small>
246/8, Rishi Bankim Chandra Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx4M, Aadhaar No: 32xxxxxxxx1937 Status : Representative, Representative of : GOKUL REALCON (as PARTNER)				

Identifier Details :				
Name	Photo	Finger Print	Signature	
<b>Mr Pradip Kumar Dasgupta</b> Son of Late Hazari Lal Dasgupta K. K. Ram Das Road, City:- , P.O:- Nimta, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049	 <small>30/11/2022</small>	 <small>30/11/2022</small>	 <small>30/11/2022</small>	
Identifier Of Mr TAPAS KUMAR DATTA, , Mr YASH PATEL, Mr BHASKAR CHANDA, Mr RAJA DAS, Mr NITIN RUDANI,				



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR DATTA	GOKUL REALCON-11.6325 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR DATTA	GOKUL REALCON-4400.00000000 Sq Ft

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Bangur Avenue, Block-B,  
Mouza: ShyamNagar, , Ward No: 29, Holding No:1565 JI No: 32, Pin Code : 700055

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1265, LR Khatian No:- 750		Seller is not the recorded Owner as per Applicant.



On 30-11-2022

**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 11:04 hrs on 30-11-2022, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr BHASKAR CHANDA ,.

**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 2,70,80,997/-

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

Execution is admitted on 30/11/2022 by Mr TAPAS KUMAR DATTA, Son of Late Chittaranjan Datta, 230, Block B, Bangur Avenue, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Others

Identified by Mr Pradip Kumar Dasgupta, , , Son of Late Hazari Lal Dasgupta, K. K. Ram Das Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 30-11-2022 by Mr YASH PATEL, PARTNER, GOKUL REALCON (Partnership Firm), 18, Bidyut Chakra Pathagar Road, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal India, PIN:- 700030

Identified by Mr Pradip Kumar Dasgupta, , , Son of Late Hazari Lal Dasgupta, K. K. Ram Das Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Execution is admitted on 30-11-2022 by Mr BHASKAR CHANDA, PARTNER, GOKUL REALCON (Partnership Firm) 18, Bidyut Chakra Pathagar Road, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700030

Identified by Mr Pradip Kumar Dasgupta, , , Son of Late Hazari Lal Dasgupta, K. K. Ram Das Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Execution is admitted on 30-11-2022 by Mr RAJA DAS, PARTNER, GOKUL REALCON (Partnership Firm), 18, Bidyut Chakra Pathagar Road, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700030

Identified by Mr Pradip Kumar Dasgupta, , , Son of Late Hazari Lal Dasgupta, K. K. Ram Das Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Execution is admitted on 30-11-2022 by Mr NITIN RUDANI, PARTNER, GOKUL REALCON (Partnership Firm), 18, Bidyut Chakra Pathagar Road, City:- , P.O:- Ghughudanga, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal India, PIN:- 700030

Identified by Mr Pradip Kumar Dasgupta, , , Son of Late Hazari Lal Dasgupta, K. K. Ram Das Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,021.00/- ( B = Rs 15,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 25/11/2022 3:46PM with Govt. Ref. No: 192022230190964651 on 25-11-2022, Amount Rs: 15,021/-, Bar State Bank of India ( SBIN0000001), Ref. No. CKV5014968 on 25-11-2022, Head of Account 0030-03-104-001-16





**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 3458, Amount: Rs.5,000.00/-, Date of Purchase: 25/11/2022, Vendor name: Ranjita Paul

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

Online on 25/11/2022 3:46PM with Gov. Ref. No: 192022230190964651 on 25-11-2022, Amount Rs: 35,021/-, Ba State Bank of India ( SBIN0000001), Ref. No. CKV5014968 on 25-11-2022, Head of Account 0030-02-103-003-02



Rita Lepcha

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGA**

**North 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2022, Page from 201301 to 201347  
being No 150404935 for the year 2022.



Digitally signed by RITA LEPCHA DAS  
Date: 2022.12.01 15:23:57 +05:30  
Reason: Digital Signing of Deed.

(Rita Lepcha) 2022/12/01 03:23:57 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
West Bengal.

(This document is digitally signed.)