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अभिभवक पश्चिम बंगाल WEST BENGAL

78AB 559613

I hereby certify that the above is a true and correct copy of the original as per the records of the office of the Registrar of Companies, West Bengal, Kolkata.

Registrar of Companies
 All India, South West Zone
 Kolkata, West Bengal

28/11/2022

DEVELOPEMENT AGREEMENT

THIS DEVELOPEMENT AGREEMENT is made on the 28th day of November, 2022 (Two Thousand Twenty Two)

BETWEEN

74349

v. No. Date: 21/09/2022

Name: B. C. LAHIRI (ADVOCATE)

ADD: ALIPORE JUDGES' COURT KOLKATA-700027

Rs. 10/-



TANMOY KAR PURRAYASTHA,
STAMP VENDOR
ALIPORE POLICE COURT
KOLKATA-700027



Identified by me

Kumar Mondal

1/0 Suraj Mondal

Assistant, Computer Department

743542, Service

1) **SRI BISWAJIT SAHA** (PAN - AJCP84171R), (Aadhaar No.- 644728893128), Son of Rajbehari Saha alias Rasbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of 113, N. S. Bose Road, P.O. - Rajpur, P.S. - Sonarpur, Pin- 700149, State of West Bengal, 2) **SRI SANJOY SAHA** (PAN - AJCP84172N), Son of Rajbehari Saha alias Rasbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Naharkatia Nagar, Area-4, P.S. - Naharkatia, Dibrugarh - 786010, State of Assam hereinafter jointly called and referred to as the "**LAND OWNERS**" (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**;

AND

GANGULY HOME SEARCH PRIVATE LIMITED (PAN No. AADCG2860J) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Sonarpur, Kolkata- 700084 and represented by its Director **SRI RUPESH RANJAN PRASAD**, (PAN AKLEP6810A), Aadhaar No- 6316 5314 3502 son of- Sri Makeewar Prasad, by faith - Hindu, By occupation - Business, residing at- 12 Garia Place, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700084, District - South 24 Parganas, hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its nominee, office bearer, agents, administrators, legal representatives and assigns) of the **SECOND PART** ;

WHEREAS the **LANDOWNERS** herein are now the lawful owners and seized and possessed amongst other of **ALL THAT** land measuring an area of about



PROVIDE AND INVESTIGATION BY
MAGISTRATE (J), ALIPORE
20 JULY 2022

28.334 Decimal be the same a little more or less and the said land has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS, by virtue of a *Kobala* executed by Ramsundar Bhandari registered in the office of the 24 Parganas Sadar and recorded in Book No. 1, Volume No. 15, Pages from 92 to 95 being Deed No. 1239 for the year 1913, One Smt. Tarangini Debi alias Tarangini Chakraborty, wife of Haran Chandra Chakraborty became the absolute owner, title holder and possessor in respect of land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 her name was duly recorded in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur along with her other properties;

AND WHEREAS, the said Smt. Tarangini Debi alias Tarangini Chakraborty while possessing her said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur for the purpose of gifting 50% share of the same in favour of her grandson Sri Binoy Kumar Chakraborty, son of Late Amarendra Nath Chakraborty, she executed a Deed of Gift scripted in Bengali language and handed over possession of 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur to said Sri Binoy Kumar Chakraborty and the said Deed was registered in the office of the SR Baraipur and recorded in Book No. 1, Volume No. 87, Pages from 161 to 162 Bearing Deed No. 7560 for the year 1957;

AND WHEREAS, the said Smt. Tarangini Debi alias Tarangini Chakraborty while possessing her real land in land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41



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ALIPORE, WEST BENGAL
26 JULY 2022
ALIPORE

decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur for the purpose of gifting rest 50% share of the same in favour of her grandsons i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan Chakraborty, all sons of Late Jogesh Chandra Chakraborty, she executed a Deed of Gift scripted in Bengali language and handed over possession of 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur to said i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan Chakraborty and the said Deed was registered in the office of the SR Baraipur and recorded in Book No. 1, Volume No. 87, Pages from 161 to 162 Bearing Deed No. 7561 for the year 1957;

AND WHEREAS, said Sri Binoy Kumar Chakraborty by executing a Deed of Sale dated 22-06-1962, she sold, transferred and handed over possession of said 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur to one Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar and the said Deed was registered in the office of the DR South 24 Parganas and recorded in Book No. 1, Volume No. 54, Pages from 146 to 150 Bearing Deed No. 2745 for the year 1962;

AND WHEREAS, due to mentioning of wrong Dag Numbers in their aforesaid Deed, the said i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan Chakraborty for the purpose of correction of the said dag Numbers in the said Deeds executed by said Smt. Tarangini Debi alias Tarangini Chakraborty and for Declaration of their Title, Ownership and possession over said 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land



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measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur, on 20-06-1962 (they initiated a Civil suit bearing T.S. no. 214 of 1962 before the Ld. 2nd Court of Ld. Civil Judge (Junior Division) at Barulpur against said 1) Binoy Kumar Chakraborty, 2) Biwanath Chakraborty, 3) Sankar Chakraborty, 4) Bani Chakraborty, 5) Minu Chakraborty, sons and daughter of Amarendra Nath Chakraborty 6) Amala Devi, wife of Kamalini Bhattacharyya, 7) Santasila Devi, wife of Santosh Chakraborty, 8) Rami devi, wife of Govinda Bhattacharjee and 9) Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar;

AND WHEREAS, the said suit bearing T.S. no. 214 of 1962 was decreed by the Ld. 2nd Court of Ld. Civil Judge (Junior Division) at Barulpur on the basis of a solenama executed by all the parties to the suit and the said solenama along with the attached Map/Plan were made part of the said Decree;

AND WHEREAS, in terms of the aforesaid solenama decree and attached Plan, the said i) Sri Biman Bihari Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuan Chakraborty were declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring **71.5 Decimal** out of land measuring 4.5 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur, and said Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar was declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring **71.5 Decimal** out of land measuring 76 decimal in RS Dag No. 120 in RS Khatian No. 2623 of Mouza – Rajpur ;

AND WHEREAS the said Smt. Anima Dhar while possessing **71.5 Decimal** out of land measuring 76 decimal in RS Dag No. 120 in RS Khatian No. 2623 of Mouza – Rajpur by executing a Bengali Kobala dated 14-03-1986, she sold,



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ಬೆಂಗಳೂರು ಪೊಲೀಸ್ ಠಾಣೆ
28 MAY 2023

transferred and handed over possession of land measuring 33 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Sri Biswajit Saha, Panhaji Saha, and Apu Saha, all sons of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 104, Pages 395 to 403 Bearing Deed No. 5492 for the year 1986, Thus said Sri Biswajit Saha by virtue of the said Deed got ownership

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kohala dated 4-07-1986, she sold, transferred and handed over possession of land measuring 7 Katha 12 Chittak or 13 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Sri Sanjoy Saha, son of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 236, Pages 130 to 139 Bearing Deed No. 12011 for the year 1986;

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kohala dated 4-07-1986, she sold, transferred and handed over possession of land measuring 7 Katha 12 Chittak or 13 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Smt. Pramila Saha, Wife of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 236, Pages 140 to 150 Bearing Deed No. 12012 for the year 1986;

AND WHEREAS the said Smt. Pramila Saha while possessing her said 13 decimal of land, she died intestate on 28-12-2021 leaving behind her, her 5 sons and one daughter namely Sri Panhaji Saha, Sri Biswajit Saha, Sri Apu Saha, Sri Tapan Saha @ Jayjit saha, Sri Sanjoy Saha and Smt. Maya Saha, wife of Uttam Saha as her only legal heirs and successors who jointly and equally inherited the property of said Smt. Pramila Saha, since deceased;



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SANTO DOMINGO DE LOS RÍOS
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AND WHEREAS the said Biswajit Saha and Sanjoy Saha by virtue of their aforesaid purchases and as legal heirs of said Smt. Pramila Saha, since deceased, they became the owners of land measuring **28.334 Decimal** in said RS and LR Dag No. 120 under RS Khattari No. 2823 of Mouza – Rajpur, District – South 24 Parganas mentioned in the Schedule-A hereunder;

AND WHEREAS thus the present Landowners/First Part herein became the absolute Owners of Land measuring **28.334 Decimal** of land mentioned in the First Schedule herein and while possessing their said plot of land mentioned in the Schedule-A hereunder the Landowner/First Part herein being desirous of construction of new multi-storied building project on their said landed property have approached the Developer herein and the Developer has agreed to develop the said First Schedule premises on the following terms and conditions as stated hereinafter.

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

ARTICLE - I - DEFINITION

In this Development Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

1.1 LANDOWNER : Shall mean 1) **SRI BISWAJIT SAHA** (PAN – AJCP84171R), (Aadhaar No.- 544728893128), Son of Rajbehari Saha alias Rashihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of 113, N. S. Bose Road, P.O. - Rajpur, P.S. – Sonarpur, Pin- 700149, State of West Bengal, 2) **SRI SANJOY SAHA** (PAN - AJCP84172N), Son of Rajbehari Saha alias Rashihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of



सुदूर पश्चिम प्रदेश, नेपाल
सुदूर पश्चिम प्रदेश, नेपाल
सुदूर पश्चिम प्रदेश, नेपाल

Naharkatia Nagar, Area-4, P.S. - Naharkatia, Dibrugarh - 786010, State of Assam

- 1.2 DEVELOPER** shall mean **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN No. AADCG2800J) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Sonarpur, Kolkata- 700084 and represented by its Director **SRI RUPESH RANJAN PRASAD**, (PAN AKLPP5810A), (Aadhaar No- 6316 5314 3502) son of- Sri Makowar Prasad, by faith - Hindu, By occupation - Business, residing at- 12 Garia Place, P.O.- Garia, P.S.-Narendrapur, Kolkata- 700094, District - South 24 Parganas;
- 1.3 SAID LAND** shall mean **ALL THAT** piece and parcel of Land measuring **28.334** Decimal within District - South 24 Parganas, P.S.- Sonarpur, ADNR - Sonarpur, DR- Alipore, Mouza - Rajpur, J.L. No. 55, R.R. and L.R. Dag No. 120 under R.S. Khatian No. 2623 presently under Rajpur-Sonarpur, Ward No. 17, (on N. S. Road) Kolkata - 700149, more particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 NEW BUILDING** shall mean the new building or buildings to be constructed on the said Land with the maximum floor area Ratio (FAR) available or permissible under the Rajpur-Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Rajpur-Sonarpur Municipality Building Department.
- 1.5 UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed



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Berkeley, CA 94704, Alameda
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area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said plot of Land.

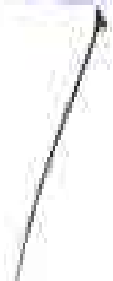
1.6 BUILT-UP AREA shall mean the total covered area of Flat of the proposed including proportionate share of corridors, staircases lobby, lift lobby, caretaker room of the new proposed Building or Buildings to be constructed at the said premises.

1.7 SUPER BUILT-UP AREA shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together with the walls and such other areas used for accommodating common services to the New Building or buildings to be constructed at the said plot of Land.

1.8 THE PLAN: shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.

1.9 LANDOWNER'S ALLOCATION shall mean

- a) 35% of the built-up area as sanctioned by the municipality inclusive of Flats, Commercial areas and car-parking spaces as per the building Sanction Plan for the new building or buildings together with the undivided proportionate share of land and other common facilities and amenities which shall absolutely belong to the Landowners.



- b) A Sum of Rs. 40,00,000/- (Forty Lacs only) payable to the Landowners by the Developer as Refundable advance amount in the following manner :
- i) On this day paid a sum of Rs. 15,00,000/- (Fifteen Lacs only) to the Landowners by the Developer as per MEMO mentioned hereunder.
 - ii) By P.D.C. Rs. 25,00,000/- (Twenty Five Lacs only) shall handed over within the last day of February 2023 to the Landowners by the Developer as per EIGHTH SCHEDULE mentioned hereunder.

If the Developer fails or neglects to pay the remaining amount of Rs. 25,00,000/- (Twenty Five Lacs only) within the last day of February 2023, the Land Owner may at his own option shall cancel the Development Agreement and the Power of Attorney after refunding the earnest money of Rs. 15,00,000/- (Fifteen Lacs only) or the entire amount received by them as on date.

The land owner's allocation is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

1.10 DEVELOPER'S ALLOCATION, shall mean and include the **remaining** built up area inclusive of flats, commercial areas and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under



ALIPUR DISTRICT OFFICE
ALIPUR

30/07/2022

this Development Agreement which is morefully and particularly described in the **THIRD SCHEDULE** hereunder written.

1.11 COMMON EASEMENT shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said building in or upon such unit or on part thereof, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written. Common areas and facilities to be provided at the said premises shall be used and enjoyed by the Landownerz and Developer jointly.

1.12 COMMON EXPENSES shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur-Sonarpur Municipality Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, after delivering possession of owners' allocation to the owners and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.

1.13 TAX LIABILITIES: The Landowner shall be liable to pay the tax to Rajpur-Sonarpur Municipality & other statutory tax liability in respect of the flats under Landowner Allocation from the date of receiving possession of Landowners' allocation as per terms of



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this deed. The Landowners shall also be liable to pay the GST or any other applicable taxes in respect of their allocation under this agreement to the appropriate authority if directed by the same authority.

1.14 TRANSFEREE – shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building to be constructed at the said plot of Land has been transferred.

1.15 Words importing masculine gender shall include feminine and neuter gender and vice versa.

ARTICLE - II - COMMENCEMENT

THIS AGREEMENT shall be deemed to have been commenced on and with effect from the date of its execution.

ARTICLE - III

LANDOWNER'S REPRESENTATIONS AND OBLIGATIONS

3.1 The Landowner is lawful owner and are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said plot of Land morefully particularly described in the **FIRST SCHEDULE** hereunder written.

3.2 Except the Landowner and his legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said plot of Land and/or any portion thereof.

3.3 The Landowner is fully competent to enter into this Development Agreement.



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24 May 2022

- 3.4 The said plot of Land is free from all encumbrances, charges liens, dependences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Temple, Mosque, debetter or burial ground on the said plot of Land.
- 3.6 The Landowner hereby appoint the Developer as their lawful constituted attorney for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule Land, and also for pursuing up the matter with the Rajpur-Sonarpur Municipality and other statutory authorities.
- 3.7 The Landowner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner shall have the right to supervise the construction of the new building or buildings at the said plot of Land personally.
- 3.8 The Landowner hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings at the said plot of Land subject to the delivery of the undisputed possession of the Landowner's allocation to the Landowner by the Developer's within specified period.
- 3.9 The Landowner hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes, on and from the date of



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ALAMEDA COUNTY, CALIFORNIA
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delivery of the possession of the Landowners' allocation to the Landowners by the Developer.

- 3.10** The Landowner shall cause to be joined such as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers, for the transfer of undivided proportionate share in the land only.
- 3.11** The Landowner shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building and for effectuating the sale and/or transfer envisaged hereunder.
- 3.12** The Landowner shall have no responsibilities for the proposed project/construction except to deliver vacant and undisputed possession of land and sign on relevant papers and documents as and when required by the Developer.
- 3.13** The Landowners hereby appoint the Developer as their lawful constituted attorney for the purpose of construction and selling of the Developer's allocation. The clause/s relating to sale and sale proceeds in the said Power of Attorney shall be operative after execution of this agreement.
- 3.14** Upon the Developer's constructing and delivering possession to the Landowner of the Landowner's allocation, the Landowner shall hold the same on the terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.



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- 3.15** That within 30 days from the date of receiving notice for taking delivery of possession of the owner's allocation send by the developer, the Landowners will pay a one-time charge of Rs. 1,25,000/- (Rupees One Lac Twenty Five thousand) only per Unit/Flat in respect of their allocated total Flats to the Developer (Except Three Flats) towards reimbursement of cost for installations of generators, common electric meter, transformer (if required), individual electric meter etc.

ARTICLE- IV

DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS

- 4.1** The Landowner had furnished photocopies of Title Documents with regard to the possession & title of their land under this agreement to the Developer. Based on the search of those documents and prima-facie satisfied with the Title, developer has decided to participate in the development of the land. In case any defect in the title/ownership is found at any stage during currency of this agreement impugning the development of the project, the land owners shall rectify and remove such defect at their own cost.
- 4.2** After obtaining sanction the Developer and the owners shall demarcate their respective portion on the photocopy of the said approved plan to be signed by both the parties which will be treated as part of this agreement.
- 4.3** Upon receipt of the possession as stated above the Developer shall commence constructions of the said building as per said sanctioned plan at its cost.
- 4.4** The Developer shall complete the construction of the said building/s and deliver the owners' allocation as mentioned in the



second schedule herein, as per specification and in good and habitable condition, to the owner towards the consideration for development of proportionate share of his land, positively **within 48 (Forty Eight) months from the date of sanction of the building plan** and starting of construction work, along with possession letter, copies of sanctioned building plan, drainage and sewerage connection, permanent water connection with adequate ferrule and main electric supply line, upto date paid up tax bill. The developer shall hand over one photo copy of the sanction plan along with Completion Certificate.

- 4.5** The Developer shall prepare plan of the High-rise building and get it sanctioned and shall construct, erect and complete the Landowners' allocation in the building at first, with all common facilities, amenities on the project in accordance with the sanctioned plan with good and standard materials as specified in Fourth Schedule at the cost of the Developer **within 48 (Forty Eight) months from the date of sanction of the building plan** and starting of construction work. Unless prevented by force majeure as defined in Article XIII. However the period of construction may be extended by mutual consent of the parties. The Developer shall obtained the building sanction plan within reasonable period and the developer also agreed that they will handover the possession of the Owner's allocated flats and car parking space **within 48 (Forty Eight) months from the date of sanction of the building plan**.

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- 4.6 The Developer shall get the remaining portion of the built-up area of the proposed building constructed in accordance with Sanctioned Plan.
- 4.7 The Developer after completion of construction of the Landowners' Allocation first in complete habitable condition providing with all the amenities such as water supply, electricity etc. which are essential for comfortable living and without doing so the Developer shall neither handover possession of the flats to the buyers or intending Purchasers nor execute and register Sale Deed in their favour. The Developer before putting the Landowner in possession of his allocation, must obtain completion certificate from Municipality and handover the same to the Landowner within 48 (Forty Eight) months from the date of sanction of the building plan.
- 4.8 Subject to aforesaid, the common portion of the said New Building or buildings and including the roof as described in Seventh Schedule shall jointly belong to the Developer and the Landowner in proportion to their sharing ratios. Upon finalisation of the Building Plan for construction of the New building or buildings at the said plot of Land, the Landowner and Developer will choose flats, to comprise in the Landowner's allocation as stated hereinabove which shall be as per the **SECOND SCHEDULE** hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new Building at the said plot of Land at his own costs and expenses in respect of the First Schedule premises. Be it noted that the choice of the afore-said allocations of the Owners and the Developers would be made in reciprocal manner between them (First Choice shall be of Landowners) ;



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MARINA DRIVE, MANILA
TEL: 8861-8862

and the allocations will be demarcated by a Specified Agreement executed between the Owners and the Developers within 30 days of sanctioning of the Building Plan.

- 4.9** The Developer shall on completion of the New Building or buildings put the Landowner in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights **within 48 (Forty Eight) months from the date of sanction of the building plan and starting of construction work on the First Schedule plot of Land.**
- 4.10** The Developer hereby agrees and covenants with the Landowner to complete the construction delivery of the possession of the Landowner's allocation to the Landowner of the new building at the said First Schedule plot of Land in terms of the sanction plan **within 48 (Forty Eight) months from the date of sanction of the building plan and starting of construction work.** Time is the essence of this contract.
- 4.11** The Developer hereby agrees and covenants with the Landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said plot of Land.
- 4.12** The Developer hereby agrees and covenants with the Landowner that Developer shall bear and pay all municipal and statutory rates, taxes and other dues and outgoing in respect of the said plot of Land without any objection from the date of handover of possession of project land till completion of construction.



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ಬೆಂಗಳೂರು ಜಿಲ್ಲಾ ಸಬ್-ಕಮಿಷನರಿ
ಇಲಾಖೆ

- 4.13** In case the Developer's project is neglected, delayed or otherwise fails due to breach of contract and default within the time limit herein, the Developer shall be liable to compensate the Landowner.
- 4.14** The Landowner will take the proceeds of scraps on demolition of the existing structure on the First Schedule plot of Land and the Developer will not be entitled to the same.
- 4.15** The Developer shall start the proceeding of sanction after taking the possession of the plot of land from the Landowner and the Developer shall deliver the possession of the Landowner's allocation within **within 48 (Forty Eight) months from the date of sanction of the building plan.**

ARTICLE -V

(PROJECT AND PROJECT DEVELOPMENT)

- 5.1** The Landowner hereby grant subject to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said plot of Land and construct the New Building or buildings on the said plot of Land in accordance with the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 5.2** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said plot of Land in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time.



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- 5.3 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowner and submitted by the Developer on behalf of the Landowner at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.
- 5.4 The Developer shall have right to enter into agreement/s with any third party for construction of the new building if he desired for that and in that case the Landlord shall not put any objection in future.
- 5.5 The Developer shall have the right to display Signboard on the land inviting the intending or prospective buyers of flats.
- 5.6 The Developer shall have right to purchase or enter into development agreement with the owners of other plots of Land which are adjacent with this plot of Land mentioned in the first schedule herein under and the Developer shall have right to amalgamate this plot of Land with the other plots of Land which the Developer would purchase or enter in Development Agreement in future.



REPUBLIC OF TURKEY
MINISTRY OF NATIONAL EDUCATION
10000 ANKARA
2023

- 5.7 The Landowner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said plot of Land and for this purpose the Landowner keeps the Developer saved, harmless and indemnified so long the interest of the landowners are protected.
- 5.8 The Developer shall construct the said High-Rise building in accordance with Sanctioned plan and terms of the agreement. The Landowner if desire in respect of his flats any change, addition, alteration and renovation may get it done on payment of cost for this purpose, provided such change is not legally barred by the competent authority, which may demanded by the Developer. The cost incurred or to be incurred in such change shall be given in cash to the Developer by the Landowner either in advance or after completion of such work as settled by the parties.
- 5.9 The roof of the constructed High-Rise building shall remain for common use of the Landowner, Developer and other unit holders of the building project.
- 5.10 The Landowner and the Developer shall have proportionate right, title and interest in the land, constructions and amenities proportionate to their respective allocation in the premises whereon the said High-Rise building stands.
- 5.11 All owners of the building shall enjoy common area, services and amenities. They shall form Owners' association for maintenance and cost of maintenance will be borne by the flat owners



मध्य प्रदेश जेल विभाग
महाराष्ट्र, अहमदाबाद
10/10/2020

proportionately. This provision shall be included in the Deed of Sale of the Purchasers of the flat.

5.12 That the common rights and facilities available in the project are enjoyable by the Landowners, Developer and Purchasers of the flats. None will be entitled to sell common rights and facilities.

5.13 The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the Landowner in undisputed possession of the Landowner's usable Allocation together with all rights in common facilities as stated herein, positively within the time specified above. Time is the essence of contract.

ARTICLE -VI-TITLE DEEDS

6.1 Simultaneously at the time of specified agreement of the said plot of Land, the Landowner shall also deliver to the Developer all the original documents of title in his possession relating to the said plot of Land which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Developer and the Developer shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the owners of the Land forming part of the Developers Allocation and also for sanctioning plan from the Rajpur-Sonarpur Municipality and for smooth running of the construction work of the proposed building. The



Developer also give proper acknowledgement of all documents and duly signed by the authorised person of the Developer.

- 6.2** The Developer shall be entitled to mortgage the schedule land and deposit the original title deeds and documents with a bank or financial institution for creation of mortgage on behalf of Landowner in favour of the lender to secure the project finance to be taken for development of the project. However, it will be the sole responsibility of the Developer to re-pay such loan liability.

ARTICLE -VII-CONSIDERATION

- 7.1** In consideration of the Landowner allowing the Developer to commercially exploit the said premises at its cost the Developer shall allocate the Landowner's allocation as stated earlier in Article-1, Para 1.9 of this instant Agreement, which is carefully and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE -VIII COMMON FACILITIES

- 8.1** The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said plot of Land from the date of execution of this Development Agreement till the date of the delivery of possession of the Landowner's Allocation as stated herein in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 8.2** As soon as the new building is completed the Developer shall give notice to the Landowner requiring the Landowner to take



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possession of their Allocations in the building and then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal and other taxes from the date of delivery of possession of the said Landowner's allocation, payable in respect of the said Landowner's allocation by the Landowner.

- 8.3** As and from the date of service of notice of possession of the Landowner's allocation in the New building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate maintenance charges in respect of their respective flats @ Rs. 2.50/- per sq. ft. or as decided by the association of the apartment/society, the said charges to include, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities and of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time more fully particularly described in **SIXTH SCHEDULE** hereunder written. Provided all the facilities and amenities be available from the date of handing over possession of owners' allocation to them.

ARTICLE IX – COMMON RESTRICTIONS

- 9.1** The Landowner's Allocation in the new building or buildings at the said plot of Land shall be subject to the same restriction on



transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.

- 9.2** The Landowner shall not use or permit to use the Landowner's allocation/Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 9.3** Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 9.4** The parties shall abide by all laws, By-laws, Rules and Regulations of the Government, Local Bodies statutory authorities 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, By-laws, Rules and Regulations.
- 9.5** The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from or against the consequences of any breach.



- 9.6** The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any condition in insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.
- 9.7** No goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.8** Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.
- 9.9** The Landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and



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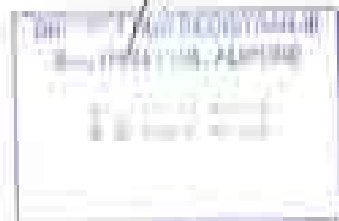
water pipes and electric wires and for any similar purposes, Subject to 24 hours prior notice in writing to that effect.

ARTICLE X- LAND OWNER'S INDEMNITY

- 10.1** The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbances provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.
- 10.2** The Landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said plots of project Land.

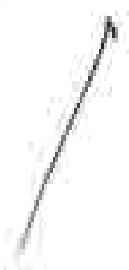
ARTICLE XI-DEVELOPERS INDEMNITY

- 11.1** The Developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building at the said plot of land.
- 11.2** The Developer hereby undertakes to keep the Landowners indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said plot of Land and/or in the matter of construction of the said building at the said plot of Land and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owner's share.



ARTICLE XII-MISCELLANEOUS

- 12.1** It is understood that from time to time to facilitate the construction of the new building at the said plot of Land by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been mentioned herein, and the Landowner hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner shall execute and sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owners and/or go against the spirit of this Agreement.
- 12.2** The Developer shall be entitled to mortgage the schedule land and deposit the original title deeds and documents with a bank or financial institution for creation of mortgage on behalf of Landowner in favour of the lender to secure the project finance to be taken for development of the project. However, it will be the sole responsibility of the Developer to re-pay such loan liability. The Landowners shall in no manner be liable and responsible to re-pay any such loan amount in any manner whatsoever.
- 12.3** The Developer shall frame scheme for the management and administration of the said building at the said plot of Land and/or common parts thereof. The Land owners hereby agree to abide by



all the Rules and Regulations of such Management/Association/Holding organization and hereby give their consent to abide by the same.

12.4 As and from the date of completion of the new building, the Developer and/or its transferees and the Landowners and/or their transferees shall each be liable to pay and bear proportionate charges on account of Building Tax, GST and other taxes payable in respect of their allocation (if applicable).

12.5 The entire roof/terrace of the building shall belong to the Landowner and the Developer in their area sharing proportions and if by virtue of any change the Rajpur Sonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses and the Landowner will be entitled to 25% of the said constructed area as owners' allocation.

12.6 That the new building to be constructed on the said plot of Land shall be known by a name to be fixed by the Developer.

ARTICLE XIII- FORCE MAJURE

13.1 The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majure clause. "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes, notice or prohibitory order from Municipality/Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules,



ALMIR
DISTRICT SUB-REGISTRAR
ALMIR, DISTRICT, WEST BENGAL

laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or doubts relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE XIV- JURISDICTION

14.1 The High Court at Calcutta and Courts sub-ordinate, Baruipur Court, Alipore District Court thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE

(DESCRIPTION OF LAND AND PREMISES)

ALL THAT piece and parcel of Land measuring 28.334 Decimal within District - South 24 Parganna, P.S.- Sonarpur, ADBR - Sonarpur, DR- Alipore, Mouza - Rajpur, J.L. No. 55, R.S. and L.R. Dag No. 120 under R.S. Khatian No. 2623 presently under Rajpur-Sonarpur, Ward No. 17, (on N. S. Road) Kolkata - 700149, the property is hatted and bounded as follows :-

ON THE NORTH : By Land of RS Dag No. 151, 152 ;

ON THE SOUTH : By N. S. C. Bose Road (Garia Baruipur Main Road);

ON THE EAST : By Municipal Road;



DISTRICT SECRETARIAT OF
ADMINISTRATION, JALISCO
SECRETARÍA DE ADMINISTRACIÓN
ESTADO DE JALISCO



ON THE WEST | By portion of Land in R8 Dag 120 (P) |

**THE SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNERS' ALLOCATION)**

Shall be |

- a) 25% of the built-up area as sanctioned by the municipality inclusive of Flats, Commercial areas and car-parking spaces as per the building Sanction Plan for the new building or buildings together with the undivided proportionate share of land and other common facilities and amenities which shall absolutely belong to the Landowners.
- b) A Sum of Rs. 40,00,000/- (Forty Lacs only) payable to the Landowners by the Developer as Refundable advance amount in the following manner :
 - i) On this day paid a sum of Rs. 15,00,000/- (Fifteen Lacs only) to the Landowners by the Developer as per MEMO mentioned hereunder.
 - ii) By P.D.C. Rs. 25,00,000/- (Twenty Five Lacs only) shall handed over within the last day of February 2023 to the Landowners by the Developer as per EIGHTH SCHEDULE mentioned hereunder.

If the Developer fails or neglects to pay the remaining amount of Rs. 25,00,000/- (Twenty Five Lacs only) within the last day of February 2023, the Land Owner may at his own option shall cancel the Development Agreement and the Power of Attorney after refunding the earnest money of Rs. 15,00,000/-



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2017/2018

(Fifteen Lacs only) or the entire amount received by them on or date.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)**

ALL THAT shall mean and include the remaining built up area inclusive of flats, commercial areas and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Development Agreement.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS OF CONSTRUCTION)**

1. **Foundation & Structures**
 - a. RCC framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.
2. **Walls**
 - a. Plaster of Paris in the interiors of the walls and ceilings.
 - b. Attractive external finish with best quality cement paint like Weather Coat with silicom.
3. **Doors**- Main door should be of Flush doors/wooden/steel
 - a. Aluminum sliding windows with large glass panes (French window if required).



- b. Door frames of Sal wood.
- c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. of ISI mark.

4. Flooring-

Flooring - Vitrified tiles or marble of reputed co. drawing dining tiles size should be 2' x 2' sqm. or slab.

- a. **Kitchen-** Floor should be non-slippery impressed tiles.
- b. Coloured designed ceramic tiles up to height of 30 inch.
- c. Kitchen working table counter top with granite to be used.
- d. Provision for exhaust fan.

5. Bathrooms-

- a. Coloured/designed ceramic tiles up to height of upper level of window (minimum 7")
- b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from reputed Co. and use taps and shower fitting should from reputed brand.
- d. Provision for exhaust fan.

7. Lift- Lift for all co-owner and should be of reputed Company.



- 8. Electricals-**
 - a. PVC conduit pipes with copper wiring
 - b. 15 & 5 Amp. Points one in living room, one bedroom, one bathroom and kitchen, T.V. connection should be in one bed room.
 - c. M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floor of Blocks.
- 9. Intercom facilities to be installed and to be interconnected to all the flats and security office.**
- 10. CCTV Surveillance security system to be installed inside the ground floor lobbies and the vacant area of the project.**
 - a. Electrical Calling Bell point at entrance of residential flats.
 - b. Concealed Telephone point in living room & one Bedroom.
 - c. T. V. point in living room & all the Bed rooms.
 - d. Common lighting, street lighting to be of electrical.
- 11. Special Features**
 - a. Common Staff toilet in ground floor.
 - b. Deep tube-well or water supplied by municipality and overhead tank will be provided.
 - c. Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.



OFFICE OF THE DIST. SUPERINTENDENT OF HEALTH
ALAMEDA COUNTY, CALIFORNIA
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**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EASEMENT)**

1. The clear un-interrupted right of access in common with the Landowner and/or other occupiers of the said building at all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through-out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises as far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.



**THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. The expenses for maintenance, operating white washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all encumbrances rights, and appurtenances belonging to the said land and the building
2. Ultimate Roof of the building, Stair, Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Lift, Lift well, Lift plant installation, Lift room.
5. Common passage and lobby on the ground floor excepting for parking space area if any.
6. Water pump water tank water pipes and other common plumbing installations.



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7. Electrical wiring, meter room/space, generator and fittings.
8. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
9. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
10. Pump room.
11. Boundary walls and main gates
12. Ventilation duct.
13. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO
(MODE OF FUTURE PAYMENT)**

Date	Cheque No	Name	Bank & Branch	Amount (Rs.)
25.12.22		Biwanjit Saha		7,50,000/-
25.12.22		Sanjay Saha		7,50,000/-
25.02.23		Dibyendu Kumar Roy		10,00,000/-
			TOTAL	25,00,000/-



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20 NOV 2002

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

In presence of:-

1. *Lalwari Mandal*
Chandernagar, Kulpur
Dyngajgar, 413312

2. *Kebabirata Majumdar*
East Fortland, Garia
Kol- 700047

[Signature]

[Signature]

SIGNATURES OF THE LAND OWNERS

GANGULY HOME SEARCH PRIVATE LIMITED

Rupesh Kumar Das

DIRECTOR

SINGNATURE OF THE DEVELOPER



MEMO

We, the First Part/Land Owners, do hereby receive and acknowledge a sum of Rs. 15,00,000/- (Rupees Fifteen Laes) only from the Developer in the following manner :

Date	Cheque No	Name	Bank & Branch	Amount (Rs.)
28.10.22		Biwajit Saha		5,00,000/-
28.10.22		Sanjoy Saha		5,00,000/-
		Dibyendu Kumar Ray		5,00,000/-
			TOTAL	15,00,000/-

Sanjoy Saha

Sanjoy Saha

In Presence of :

WITNESSES :

1. *Laxmap Mandal*

2. *Rabohanta Hazarika*

Sanjoy Saha
Sanjoy Saha

SIGNATURES OF THE LAND OWNERS

Drafted by:-

Soma Chakraborty
SOMA CHAKRABORTY
Advocate.
Baruipur Civil Court
WB - 2018/19



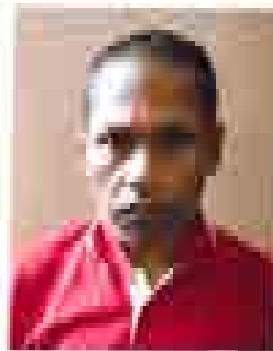
DISTRICT SUPERINTENDENT OF POLICE
BANGALORE
28 MAY 2023

SPECIMEN FORM FOR TEN FINGER PRINTS



Dr. Sayit Lakshmi

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



Dr. Sri G. R.

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



Special Agent Sankar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
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2017

Major Information of the Deed







Deed No	I-1603-18159/2022	Date of Registration	26/11/2022
Query No / Year	1603-2003231338/2022	Office where deed is registered	
Query Date	14/11/2022 1:42:58 PM	D.S.N. : III SOUTH 24-PARGANAS, District	South 24-Parganas
Applicant Name, Address & Other Details	Soma Chakraborty Baruipur Civil Court, Thane : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN : 700144, Mobile No. : 9749330959, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4306] Other than Immovable Property, Declaration (No of Declaration : 2), [4311] Other than Immovable Property, Receipt (Rs : 15,00,000/-)		
Sol Forth value	Market Value		
Rs. 1/-	Rs. 1,85,45,898/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,031/- (Article 48(i))	Rs. 15,053/- (Article 5, 6, 8)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.G.- Baruipur, Municipality RAJPUJ-SOHANPUJ, Road: N. S. C. Bose Road, Mouza: Rajpur, Ward No. 17 J No: 56, Pin Code: 700149

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	Sol'forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RB-120	RS-2023	Bauca	Danga	28.334 Dec	1/-	1,85,45,898/-	Property is on Road
Grand Total :					28.334Dec	1/-	185,45,898 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Shri BISWAJIT SAHA Son of Shri RAJBHARI ALIAS RASHBEHARI SAHA Executed by: Self, Date of Execution: 28/11/2022 , Admitted by: Self, Date of Admission: 28/11/2022 ,Place : Office</p>	<p>Photo</p>  <p>PERSONAL</p>	<p>Finger Print</p>  <p>PERSONAL</p>	<p>Signature</p>  <p>PERSONAL</p>
<p>113, N.S BOSE ROAD, City:- Not Specified, P.O:- RAJPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJxxxxxx1R, Aadhaar No: 54xxxxxxx3128, Status (Individual), Executed by: Self, Date of Execution: 28/11/2022 , Admitted by: Self, Date of Admission: 28/11/2022 ,Place : Office</p>				
2	<p>Name</p> <p>Shri SANJOY SAHA, (Alias: Shri RASHBHARI SAHA) Son of Shri RAJBHARI SAHA Executed by: Self, Date of Execution: 28/11/2022 , Admitted by: Self, Date of Admission: 28/11/2022 ,Place : Office</p>	<p>Photo</p>  <p>PERSONAL</p>	<p>Finger Print</p>  <p>PERSONAL</p>	<p>Signature</p>  <p>PERSONAL</p>
<p>NAHARKATIA NAGAR, City:- Not Specified, P.O:- NAHARKATIA, P.S:-NAHARKATIA, DISTRICT:- Dibrugarh, Assam, India, PIN:- 786610 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJxxxxxx2N,Aadhaar No Not Provided by UIDAI, Status (Individual), Executed by: Self, Date of Execution: 28/11/2022 , Admitted by: Self, Date of Admission: 28/11/2022 ,Place : Office</p>				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>GANGULY HOME SEARCH PRIVATE LIMITED 147, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.: AAxxxxxx0J,Aadhaar No Not Provided by UIDAI, Status (Organization), Executed by: Representative</p>			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri RUPESH RANJAN PRASAD (Presentant) Son of Shri MAHESWAR PRASAD Date of Execution : 28/11/2022, , Admitted by: Self, Date of Admission: 28/11/2022, Place of Admission of Execution: Office			
		28/11/2022	28/11/2022	28/11/2022
12, GARIA PLACE, City:- Not Specified, P.O:- GARIA, P.B:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. : AKxxxxxx0A, Aadhaar No: 63xxxxxxx3502 Status : Representative, Representative of GANGULY HOME SEARCH PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SWARUP MANDAL Son of Mr. BILIT MANDAL GOCHARAN, PUNPLA, City:- Not Specified, P.O:- PUNPLA, P.B:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 743372			
	28/11/2022	28/11/2022	28/11/2022
Identifier Of Shri BIRWAJIT SAHA, Shri SANJOY SAHA, Shri RUPESH RANJAN PRASAD			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Shri BIRWAJIT SAHA	GANGULY HOME SEARCH PRIVATE LIMITED-14.167 Dec
2	Shri SANJOY SAHA	GANGULY HOME SEARCH PRIVATE LIMITED-14.167 Dec

Endorsement For Deed Number : I - 100310159 / 2022

On 20-11-2022

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 : 40 (g) of Indian Stamp Act 1859

Presentation(Under Section 52 & Rule 22A(3) 40(1),W.B/ Registration Rules,1962)

Presented for registration at 13:27 hrs on 20-11-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri RUPESH RANJAN PRASAD .

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 1,05,45,898/-

Admission of Execution (Under Section 50, W.B. Registration Rules, 1962)

Execution is admitted on 20/11/2022 by 1. Shri BISWAJIT SAHA, Son of Shri RAJBHARI ALIAS RASHBEHARI SAHA, 113, N.S BOSE ROAD, P O RAJPUR, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by Profession Business, 2. Shri SANJOY SAHA, Alias Shri RASHBHARI SAHA, Son of Shri RAJBHARI SAHA, NAHARKATIA NAGAR, P O NAHARKATIA, Thana: NAHARKATIA, Dibrugarh, ASSAM, India, PIN - 786010, by caste Hindu, by Profession Business

Identified by Mr SWARUP MANDAL, , Son of Mr SUJIT MANDAL, GOCHARAN, PUNPUA, P O PUNPUA, Thana Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by profession Service

Admission of Execution (Under Section 50, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 20-11-2022 by Shri RUPESH RANJAN PRASAD, DIRECTOR, GANGULY HOME SEARCH PRIVATE LIMITED, 167, GARIA STATION ROAD, City - Not Specified, P O- GARIA, P S- Sonarpur, District-South 24 -Parganas, West Bengal, India, PIN- 700084

Identified by Mr SWARUP MANDAL, , Son of Mr SUJIT MANDAL, GOCHARAN, PUNPUA, P O PUNPUA, Thana Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,053.00/- (B = Rs 15,000.00/-, E = Rs 21.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 15,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/11/2022 11:40PM with Govt. Ref. No: 192022230175315951 on 15-11-2022, Amount Rs: 15,021/-, Bank: ICICI Bank (ICIC00000008), Ref. No: 90730391 on 15-11-2022, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10,00/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 74349, Amount: Rs. 10,00/-, Date of Purchase: 21/09/2022, Vendor name: T.K. Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/11/2022 11:40PM with Govt. Ref. No: 192022230175315951 on 15-11-2022, Amount Rs: 40,021/-, Bank: ICICI Bank (ICIC00000008), Ref. No: 90730391 on 15-11-2022, Head of Account 0030-03-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 586415 to 586461
being No 160318159 for the year 2022.



Digitally signed by Debasish Dhar
Date: 2022.11.26 19:00:12 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/11/26 07:00:12 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)