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For registration of a document to admit it to registration, the registrars shall verify the authenticity of the facts stated in the document and the facts of the document.

[Signature]
District Sub-Registrar-II
Alipore, South 24-parganas

04 JUN 2024

DEVELOPEMENT AGREEMENT

THIS DEVELOPEMENT AGREEMENT is made on the 19th Day of June 2024 (TWO THOUSAND TWENTY FOUR)

BETWEEN

24439

Sl. No. Date 17/05/2024

Name - B. C. LAHIRI (ADVOCATE),

ADD - Alipore Judges' Court Kolkata-700027,

Ra. 10/-

TANMOY KAR PURRAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-700027



Identified by me -

Deborahati Majumdar

S/o - Late Sunita Kumar Majumdar

Post - Fish land Sahapur

Kol - 700087

Sony 9c

1) SHRI PANKAJIT SAHA (PAN - AJCP54168A), (Aadhaar No- 2839 0557 0621), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Daily Bazar, P.O. & P.S. Naharkatiya, Dibrugarh, Pin- 786610, State- Assam, **2) SHRI APU SAHA** (PAN - AMAP83395L), (Aadhaar No. - 8590 6171 9971), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Nebutala Lane, Rajpur, P.S. - Sonarpur, Kolkata - 700149, District - South 24 Parganas, **3) SHRI TAPAN SAHA alias SHRI JOYJIT SAHA** (PAN - AJCP54169B), (Aadhaar No. - 5539 2497 5690), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Kamakhya Saw Mills, P.O. & P.S. - Naharkatia, Dibrugarh, Pin- 786610, State- Assam, hereinafter jointly called and referred to as the **"LANDOWNERS"** (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 - AADCG2060) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata- 700084 and represented by its Director **SHRI RUPESH BANJAN PRASAD**, (PAN- AKLPP5B10A), (Aadhaar No- 6316 5314 3502) son of Sri Mahaswar Prasad, by faith - Hindu, By occupation - Business, residing at- 12 Garia Place, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), 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 **41.5007**



DISTRICT COLLECTOR
SOUTH 24 P.O., ALAPHA
14 JUN 70A

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 Barupur 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 rest 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 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 Birman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty all



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DISTRICT BUS REGISTRATION
SOUTH 24 PGS. ALMORHA
14 JUN 2024

sims 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 Himan Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan Chakraborty and the said Deed was registered in the office of the SR Barulpur 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 145 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 Himan 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 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) Biswanath Chakraborty, 3) Sankar Chakraborty, 4) Bani Chakraborty, 5) Minu Chakraborty, sons and daughter of Amarendra Nath Chakraborty 6) Amala Devi, wife of Kanailal



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DISTRICT JUDGE REGISTRAR III
SOUTH-84 P.O.S. ALIPORE
14 JUN 2020

Bhattacharyya, 7) Santasila Devi, wife of Santosh Chakraborty, 8) Ranu 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 Birnan Behari Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan 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, 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, Pankajit 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;

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kobala 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



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DISTRICT BAR REGISTRAR IN
SOUTH 24 PARGANAS, ALIPORE
14 JUN 2024

Khatian No. 2623 in favour of Sri Tapan Saha alias Joyjit 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 151 to 160 Bearing Deed No. 12013 for the year 1986;

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kibala 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 Pankajit 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;

AND WHEREAS the said Pankajit Saha and Apu Saha by virtue of their aforesaid purchase became the owner of land measuring 22 decimal and by way of inheritance from their mother Pramila Saha, they became the owner of land measuring 4.3334 decimal in Total 26.334 decimal in said RS and LR Dag No. 120 under RS Khatian No. 2623 and similarly said Sri Tapan Saha alias Joyjit Saha by virtue of his aforesaid purchase became the owner of land measuring 13 decimal and by way of inheritance from his mother Pramila Saha, he became the owner of land measuring 2.1667 decimal in Total 15.1667 decimal in said RS and LR Dag No. 120 under RS Khatian No. 2623 of Mouza – Rajpur, District – South 24 Parganas;

AND WHEREAS thus the present landowners/First Part herein became the



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தமிழ்நாடு சட்டப் பேரவை
24 JUN 2024

absolute Owners of land measuring 41.5007 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 High-rise building project on their said landed property have approached the Developer herein and the Developer having agreed to the proposal, both the parties entered into a Development Agreement dated 19.10.2022 which was duly registered before the Office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages from 528358 to 528405, being No. 160316344 for the year 2022;

AND WHEREAS the Landowners herein also executed a Development Power of Attorney dated 19.10.2022 for the purpose of appointing the Developer as their constituted attorney for the construction purpose, which was duly registered before the Office of DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages from 528280 to 528301, being No. 160316353 for the year 2022;

AND WHEREAS thereafter the Landowners herein and other Landowners of adjacent plot of land mutually amalgamated their respective landed properties for better utilization and construction of multi-storied building upon their amalgamated land by virtue of a Deed of Amalgamation dated 31.01.2023 which was duly registered before the Office of the DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Page from 50219 to 50245, being No. 160301447 for the year 2023;

AND WHEREAS it came to the knowledge of the Landowners that there were certain typographical errors in the said Deed of Amalgamation and therefore for rectification of the said errors, the Landowners herein along with other Landowners of the amalgamated total properties executed a Deed of Declaration dated 27.09.2023 which was duly registered before the Office of the DSR-III, South 24 Parganas and recorded in Book No. IV, Volume No. 1603-2023, Page from 12657 to 12675, being No. 160300723 for the year 2023;



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DISTRICT SUB REGISTRAR
NORTH 24 PINNACALPOTE
14 JUN 2024

AND WHEREAS the Landowners herein along with other landowners of the amalgamated total properties executed a Boundary Declaration dated 15.04.2024 to properly define the correct boundaries and area of their property, which was duly registered before the Office of the DSR-III, South 24 Parganas, and recorded in Book I, Volume No. 1603-2024, Page from 153371 to 153387, being No. 160306293 for the year 2023;

AND WHEREAS, the Developer on behalf of and as attorney of the all the Landowners aforementioned, obtained the Building Plan Sanctioned by the Rajpur-Sonarpur Municipality vide Sanction Plan No. SWN-OBPAS/2207/2024/0756 Dated 24.05.2024;

AND WHEREAS, after the sanction of building Plan and after changed circumstances, now it became necessary to execute a fresh Development Agreement for the purpose of specifying the Landowner's and Developer's Allocated areas in the building project;

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 PANKAJIT SAHA (PAN - AICPS4168A)**, (Aadhaar No. - 283905570621), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Dally Bazar, P.O. & P.S. Naharkatiya, Dibrugarh, Pin- 786610, State- Assam, **2) SRI APU SAHA (PAN - AMAPS3395L)**, (Aadhaar No. - 059061719971), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Nehutala Lane, Rajpur, P.S. - Sonarpur, Kolkata - 700149, District - South 24 Parganas, **3) SRI TAPAN SAHA @ SRI**



DISTRICT SUB REGISTRAR
SOUTH 24 P.O.B. ALMORA
14 JUN 2024

JOYJIT SAHA (PAN - AJCP541698), (Aadhaar No. - 553924975690), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Kamakhya Saw Mills, P.O. & P.S. - Naharkatia, Dibrugarh, Pin- 786610, State- Assam;

- 1.2 DEVELOPER:** shall mean **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN No. AADCG3860) 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 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;
- 1.3 SAID LAND** shall mean: **ALL THAT** piece and parcel of Land measuring **41.5007 Decimal** within District - South 24 Parganas, P.S.- Sonarpur, ABSR - 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, 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 area



DISTRICT MILK PRODUCTION IN
SOUTH 24 PGS., ALIPORE

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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

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

Shall mean and include :

- a) Flat No. 4A, measuring 1252 sq. ft. Super built up area (793 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- b) Flat No. 4B, measuring 1262 sq. ft. Super built up area (802 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;



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DISTRICT BUREAU REGISTRAR, II
SOUTH 24 PGS. ALIPORE
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- c) Flat No. 4C, measuring 1335 sq. ft. Super built up area (848 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- d) Flat No. 4D, measuring 1066 sq. ft. Super built up area (629 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- e) Flat No. 4E, measuring 1035 sq. ft. Super built up area (665 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- f) Flat No. 4F, measuring 993 sq. ft. Super built up area (604 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- g) Flat No. 5B, measuring 1262 sq. ft. Super built up area (802 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- h) Flat No. 5C, measuring 1335 sq. ft. Super built up area (848 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- i) Flat No. 5D, measuring 1066 sq. ft. Super built up area (629 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- j) Flat No. 5E, measuring 1035 sq. ft. Super built up area (665 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- k) Flat No. 5E, measuring 1035 sq. ft. Super built up area (665 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- l) Flat No. 5F, measuring 993 sq. ft. Super built up area (604 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- m) 10 nos. of Car Parking spaces, at the Ground Floor of the building as per sanction Plan (all are 2 or 3 Stack Parking Spaces).

Together with the common areas including roof and other facilities,



REPUBLIC OF SOUTH AFRICA
REPUBLIC OF SOUTH AFRICA

14 JUN 2004

amenities along with undivided proportionate share or interest of the Land (subject to future Partition amongst the Land Owners) AND

- n) A Sum of Rs. 4,75,000/- (Rupees Four Lacs Seventy Five Thousand) only payable to the Landowners by the Developer as Non-Refundable forfeit amount at the time of handing over of the Landowner's allocation.

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 Landowners Allocation to the Landowners as aforesaid under this Development Agreement which is morefully and particularly described in the **THIRD SCHEDULE** hereunder written.

1.11 SHIFTING : The Developer shall provide one BHK Flat/ Residential unit to the Landowners No. 2 Apu Saha for his alternative accommodation from this day of Agreement till handover of possession of Owner's allocation to the Landowners.

1.12 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**



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DISTRICT SOUTH REGISTRAR-III
SOUTH 24 P.S., ALIPORE
14 JUN 2024

SCHEDULE hereunder written. Common areas and facilities to be provided at the said premises shall be used and enjoyed by the Landowners and Developer jointly.

1.13 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.

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

1.15 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.



DISTRICT COURT OFFICIAL,
SOUTH 24 PARGANAS, ALIPORE
14 JUN 2020

1.16 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 Landowners 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 Landowners 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 Landowners is fully competent to enter into this Development Agreement.

3.4 The said plot of Land is free from all encumbrances, charges liens, liabilities, attachment, trusts, acquisition, requisitions whatsoever or howsoever.

3.5 There is no Temple, Mosque, dhotter or burial ground on the said plot of Land.

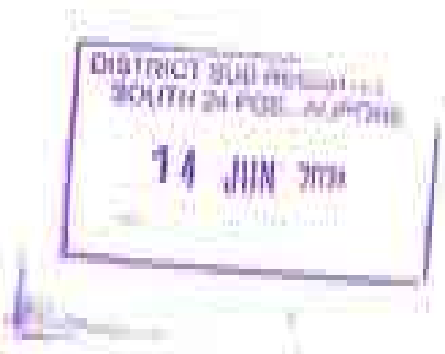
3.6 The Landowners hereby appoint the Developer as their lawful constituted attorney for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule Land, and also for

pursuing up the matter with the Rajpur-Sonarpur Municipality and other statutory authorities.

- 3.7** The Landowners hereby agree and covenant with the Developer that in case of any changes and/or revision of sanction plan and the Landowners' allocation in the future, made through concerned authority, the Landowners shall accept the same and the changes and/or revision if any, shall be adjusted accordingly.
- 3.8** The Landowners 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 Landowners shall have the right to supervise the construction of the new building or buildings at the said plot of Land personally.
- 3.9** The landowners 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 Landowners by the Developer's within specified period.
- 3.10** The Landowners hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes, on and from the date of delivery of the possession of the Landowners' allocation to the Landowners by the Developer.
- 3.11** The Landowners 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



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in favour of the intending purchasers, for the transfer of undivided proportionate share in the land only.

3.12 The Landowners 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.

3.13 The Landowners 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.

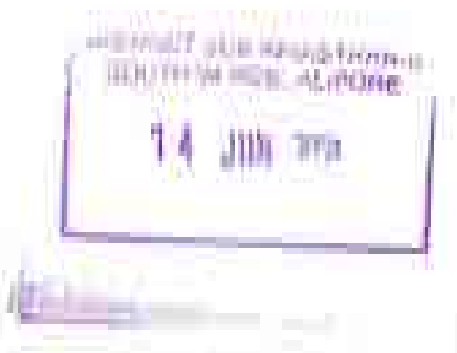
3.14 The Landowners hereby appoint the Developer as their lawful constituted attorney for the purpose of construction and selling of the Developer's allocation. The clause/s relating to sale and sale proceeds in the said Power of Attorney shall be operative after execution of this agreement.

3.15 Upon the Developer's constructing and delivering possession to the Landowners of the Landowner's allocation, the Landowners 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.

3.16 That within 30 days from the date of receiving notice for taking delivery of possession of the owner's allocation and 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 Flat to the Developer (Except Three Flats) towards reimbursement of cost for installations of generators, common electric meter, transformer (if required), individual electric meter etc.



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ARTICLE-IV

DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS

- 4.1** The Landowners 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 these 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** The Developer shall provide one 1BHK Flat/ Residential unit to the Landowners No. 2 Apu Saha for his alternative accommodation from this day of Agreement till handover of possession of Owner's allocation to the Landowners.
- 4.4** 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.
- 4.5** 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



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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.

4.6 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 Landowners in possession of his allocation, must obtain completion certificate from Municipality and handover the same to the Landowners 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 Landowners in proportion to their sharing ratios.

4.9 The Developer shall on completion of the New Building or buildings put the Landowners in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and



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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 Landowners to complete the construction delivery of the possession of the Landowner's allocation to the Landowners 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 Landowners 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 Landowners 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.
- 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.

ARTICLE -V

(PROJECT AND PROJECT DEVELOPMENT)

- 5.1 The Landowners hereby grant subject to what have herein been provided, an exclusive right to the Developer to build upon and to



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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.
- 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 landowners and submitted by the Developer on behalf of the Landowners 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



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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.

- 5.7 The Landowners 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 Landowners 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 Landowners 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 Landowners 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 Landowners 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.



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- 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 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 Landowners in undisputed possession of the Landowner's useable 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** The Landowners 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



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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/NBFC for creation of mortgage on behalf of landowners 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 Landowners 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 morefully 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 Landowners requiring the Landowners to take 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 Landowners shall be exclusively responsible for



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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 Landowners 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 occupants of the new building or buildings.



- 9.2 The Landowners 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



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harmless and indemnified from and against the consequences of any breach.

9.7 No goods or other items/materials shall be kept by the Landowners 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 Landowners 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 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 Landowners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space



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without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or its part to be observed and performed,

- 10.2 The Landowners 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 Landowners and various applications and other documents may be required to be signed or made by the Landowners relating to which specific provisions may not have been



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mentioned herein, and the Landowners 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 Landowners 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 Landowners 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).



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14 JUN 2018

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12.5 The entire roof/terrace of the building shall belong to the Landowners 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 Landowners 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, 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, Barasipur Court, Alipore District Court thereto shall exclusively have jurisdiction to



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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 **41.5007 Decimal** within District - South 24 Parganas, P.S.- Sonarpur, ADSR - Sonarpur, DR- Allpore, Mouza - Rajpur, J.L. No. 55, R.S. and L.R. Dag No. 120 under R.S. Khatian No. 2623 L.R. Khatian nos. 4380, 4376 & 4568 presently under Rajpur-Sonarpur, Ward No. 17, (N. S. Road) Kolkata - 700149, the property is butted and bounded as follows:-

- ON THE NORTH** : By Land of RS Dag No. 151, 152 ;
- ON THE SOUTH** : By N. S. C. Bore Road (Garia Barcuipur Main Road) ;
- ON THE EAST** : By Municipal Road ;
- ON THE WEST** : By portion of Land in RS Dag 120 (P);

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

Shall mean and include

- a) Flat No. 4A, measuring 1252 sq. ft. Super built up area (793 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- b) Flat No. 4B, measuring 1263 sq. ft. Super built up area (802 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- c) Flat No. 4C, measuring 1335 sq. ft. Super built up area (848 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;



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- d) Flat No. 4D, measuring 1006 sq. ft. Super built up area (629 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- e) Flat No. 4E, measuring 1035 sq. ft. Super built up area (665 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- f) Flat No. 4F, measuring 993 sq. ft. Super built up area (604 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- g) Flat No. 5B, measuring 1262 sq. ft. Super built up area (802 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- h) Flat No. 5C, measuring 1335 sq. ft. Super built up area (840 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- i) Flat No. 3D, measuring 1006 sq. ft. Super built up area (629 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- j) Flat No. 5E, measuring 1035 sq. ft. Super built up area (665 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- k) Flat No. 3E, measuring 1035 sq. ft. Super built up area (665 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- l) Flat No. 3F, measuring 993 sq. ft. Super built up area (604 sq. ft. Carpet area) on the Fourth Floor as per sanction Plan;
- m) 10 nos. of Car Parking spaces, at the Ground Floor of the building as per Sanction Plan (all are 2 or 3 Stack Parking Spaces).

Together with the common areas including roof and other facilities, amenities along with undivided proportionate share or interest of the Land (subject to future Partition amongst the Land Owners) AND



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- n) A Sum of Rs. 4,75,000/- (Rupees Four Lacs Seventy Five Thousand) only payable to the Landowners by the Developer as Non-Refundable forfeit amount at the time of handing over of the Landowner's allocation.

**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 Landowners Allocation to the Landowners 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 silicon.
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.



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SOUTH 24 P.O.S, ALPORA
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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' sqrs. or slab.

5. **Kitchen-** Floor should be non-slippery impregnated tiles.

a. Coloured designed ceramic tiles up to height of 30 inch.

b. Kitchen working table counter top with granite to be used.

c. Provision for exhaust fan.

6. **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. **Electrical:-**

a. PVC conduit pipes with copper wiring

b. 15 & 5 Amp. Points are 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, floors



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- 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.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EASEMENT)**

1. The clear un-interrupted right of access in common with the Landowners 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



DISTRICT OF COLUMBIA
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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 so 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 easements rights, and appurtenances belonging to the said land and the building.



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- HEALTH & POP. ALIPORE
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2. Ultimate Roof of the building/s, 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.
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.



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DISTRICT SUB REGISTRAR
SOUTH 24 PARG. ALIPUR
14 JUN 2024

IN WITNESS WHEREOF the parties hereto have hereunto 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:-

WITNESSES

1. Dibakrata Majumdar
East Faridabad Suburban
KOL-84


2. Anurup Mandal.
Pimpri, Cochin,
Jogroga, 743372.

Pankajit Saha,

Upan Saha
Joyjit Saha Alias Popan Saha
Joyjit Saha (Popan S)

SIGNATURES OF THE LAND OWNERS

Drafted by:-


SOMA CHAKRABORTY
Advocate,
Baruipur Civil Court
WB - 261B/99

HANGURY HOME SEARCH PRIVATE LIMITED


DIRECTOR

SIGNATURE OF THE DEVELOPER



DISTRICT SRS REGISTRAR-III
SOUTH 24 PGS, ALIPORE
14 JUN 2024

SPECIMEN FORM FOR TEN FINGER PRINTS



Kawthorjit Sahay

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



Vijay Sahay

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



Nandini Arora Singh

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



Ravi Singh

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



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
14 JUN 2024

Major Information of the Deed

Deed No	1-1003-09714/2024	Date of Registration	14/06/2024
Query No / Year	1003-2001451267/2024	Office where deed is registered	
Query Date	12/06/2024 7:05:45 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Soma Chakraborty Barulpur Civil Court,Thana : Barulpur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 8335547751, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,75,000/-]	
Set Forth value		Market Value	
		Rs. 2,58,19,121/-	
Stamp duty Paid(50)		Registration Fee Paid	
Rs. 40,031/- (Article:4B(g))		Rs. 4,800/- (Article: E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAIPUR-SONARPUR, Road N. S. C. Hose Road, Mouza Rajaraj, Ward No: 17 Jt No: 55, Pin Code : 700149

Sl. No	Plot Number	Khatian Number	Land Proposed	Use ROF	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-120	RS-2623	Basu	Danga	41.6007 Dec		2,58,19,121/-	Property is on Road
Grand Total :					41.6007Dec	0/-	258,19,121/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
+	Name	Photo	Finger Print	Signature
	Shri PANKAJIT SAHA Son of Shri RAJBHARJ ALIAS RASHBHARI SAHA, Executed by: Self, Date of Execution: 14/06/2024 , Admitted by: Self, Date of Admission: 14/06/2024 ,Place : Office	 CAPTURED	 CAPTURED	 CAPTURED

DAILY BAZAR , ASSAM, 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 Date of Birth: XX-XX-1XX7 , PAN No.:: AJxxxxxxBA, Aadhaar No: 28xxxxxxxx0631, Status :Individual, Executed by: Self, Date of Execution: 14/06/2024
 Admitted by: Self, Date of Admission: 14/06/2024 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Shri APU SAHA Son of Shri RAJBEHARI ALIAS RASHBIHARI SAHA Executed by: Self, Date of Execution: 14/06/2024 , Admitted by: Self, Date of Admission: 14/06/2024 ,Place : Office		 Captured	
		14062024	14062024	14062024

NEBUTALA LAND RAJPUR, City:- Not Specified, P.O:- RAJPUR, P.S:-Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700149 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX0 , PAN No.:: AMxxxxxxSL, Aadhaar No: 85xxxxxxxx9971, Status :Individual, Executed by: Self, Date of Execution: 14/06/2024
 Admitted by: Self, Date of Admission: 14/06/2024 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Shri JOYJIT SAHA, (Alias: Shri TAPAN SAHA) Son of Shri RAJBEHARI ALIAS RASHBIHARI SAHA Executed by: Self, Date of Execution: 14/06/2024 , Admitted by: Self, Date of Admission: 14/06/2024 ,Place : Office		 Captured	
		14062024	14062024	14062024

KAMAKHYA SAW MILLS DIBRUGARH, 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 Date of Birth: XX-XX-1XX1 , PAN No.:: AJxxxxxx9B, Aadhaar No: 55xxxxxxxx5690, Status :Individual, Executed by: Self, Date of Execution: 14/06/2024
 Admitted by: Self, Date of Admission: 14/06/2024 ,Place : Office

Developer Details

Sl. No	Name, Address, Photo, Finger print and Signature
1	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 Date of Incorporation: XX-XX-2XX8 , PAN No.:: AAxxxxxx0J, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

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. MAKESWAR PRASAD Date of Execution : 14/06/2024 , Admitted by/ Self, Date of Admission: 14/06/2024, Place of Admission of Execution: Office		 Captured	
12, GARIA PLACE, City: Not Specified, P.O- GARIA, P.S- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN- 700084, Sex: Male, By Caste- Hindu, Occupation: Business, Citizen of India, Date of Birth: XX-XX-1XX8 , PAN No.: AKxxxxxx9A, Aadhaar No: 83xxxxxxxx3502 Status : Representative, Representative of - GANGULY HOME SEARCH PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri DEBOBRATA MAZUMDER Son of Late: SANTOSH KUMAR MAZUMDER EAST PARTABAD BAHAPARA, City: Not Specified, P.O : GARIA, P.S- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN- 700084		 Captured	
	14/06/2024	14/06/2024	14/06/2024
Identifier Of Shri PANKAJIT SAHA, Shri APU SAHA, Shri JOYJIT SAHA, Shri RUPESH RANJAN PRASAD			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri PANKAJIT SAHA	GANGULY HOME SEARCH PRIVATE LIMITED-13.8336 Dec
2	Shri APU SAHA	GANGULY HOME SEARCH PRIVATE LIMITED-13.8336 Dec
3	Shri JOYJIT SAHA	GANGULY HOME SEARCH PRIVATE LIMITED-13.8336 Dec

Enforcement For Deed Number : I - 100360714 / 2024

On 14-06-2024

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 : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 10:43 hrs on 14-06-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri RUPESH HANJAN PRASAD .

Certificate of Market Value(WB PUVI rules of 2003)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. 2,08,10,121/-

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

Execution is admitted on 14/06/2024 by 1. Shri PANKAJIT SAHA, Son of Shri RAJBEHARI ALIAS RASHBIHARI SAHA, DAILY BAZAR, ASSAM, P.O. NAHARKATIA, Thana: NAHARKATIA, Dibrugarh, ASSAM, India, PIN - 786010, by caste Hindu, by Profession Business, 2. Shri APU SAHA, Son of Shri RAJBEHARI ALIAS RASHBIHARI SAHA, NEBUTALA LANE RAJPUR, P.O: RAJPUR, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by Profession Business, 3. Shri JOYJIT SAHA, Alias Shri TAPAN SAHA, Son of Shri RAJBEHARI ALIAS RASHBIHARI SAHA, KAMAKHYA SAW MILLS DIBRUGARH, P.O: NAHARKATIA, Thana: NAHARKATIA, Dibrugarh, ASSAM, India, PIN - 786010, by caste Hindu, by Profession Business

Identified by Shri DEBOBRATA MAZUMDER, ., Son of Late SANTOSH KUMAR MAZUMDER, EAST FARTABAD SAHAPARA, P.O: GARIA, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN- 700084, by caste Hindu, by profession Service

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

Execution is admitted on 14-06-2024 by Shri RUPESH HANJAN 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 Shri DEBOBRATA MAZUMDER, ., Son of Late SANTOSH KUMAR MAZUMDER, EAST FARTABAD SAHAPARA, P.O: GARIA, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,803.00/- (B = Rs 4,750.00/-, 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 4,771/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2024 10:25PM with Govt. Ref. No: 192024250078618171 on 13-06-2024, Amount Rs: 4,771/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2022462829 on 13-06-2024, Head of Account 0030-03-104-001-10

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 24438, Amount: Rs.10,00/-, Date of Purchase: 17/05/2024, Vendor name TANMOY KAR PURKAYASTHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2024 10:25PM with Govt. Ref. No: 192024250078618171 on 13-06-2024, Amount Rs: 40,021/-,

Bank: ICICI Bank (ICIC0000006), Ref. No. 2022462829 on 13-06-2024, Head of Account 0030-02-103-005-02



Santanu Basak
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 1603-2024, Page from 251397 to 251441
being No 160309714 for the year 2024.



Digitally signed by SANTANU BASAK
Date: 2024.06.14 18:22:20 +05:30
Reason: Digital Signing of Deed

(Santanu Basak) 14/06/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.