

DEVELOPMENT AGREEMENT

DATED

08TH DAY OF DECEMBER, 2023.

REGISTERED AT

THE OFFICE OF THE ADDITIONAL DISTRICT SUB – REGISTRAR AT GARIA.

RECORDED IN

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VOLUME NO. 1629 – 2023.

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BEING NO. 162905618 FOR THE YEAR 2023.

BY

SRI SUBRATA SAHA AND ANR.

... LAND OWNERS.

TO AND IN FAVOUR OF

M/S. NARAYANI CONSTRUCTION.

... DEVELOPER.

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

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 ADAR Ghosh
 South 24 Parganas

08 DEC 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS
 THE 08TH DAY OF DECEMBER = . 2023 (TWO
 THOUSAND AND TWENTY THREE). ANNO DOMINI.

10155 11 JUL 2023
Sl. No. 1000 Date
Rs.
Name Tapajit Roy (Adv)
Address Alipore Judges Court, Kol-27

SMRITI BIKASH DAS
Govt. Licence Stamp Vender
Alipore Police Court
Kol-27



(Handwritten Signature)

AD&R Gupta
South 24 Parganas

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Identified by me:-
Riya Gupta
Advocate
D/o Sri Satyendra K. Gupta
of Alipore Criminal Court
Kolkata 700027.

B E T W E E N

(1) SRI SUBRATA SAHA (PAN: GNDPS 0783 J), son of Late Madan Mohan Saha, by occupation Business, by religion Hindu, by Nationality - Indian, residing at Ration Shop Boral, Rajpur Sonarpur (M), Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District South 24 Parganas, AND (2) SRI SUJAY SADHUKHAN ALIAS SUJOY SADHUKHAN (PAN: BKUPS 0771 F), son of Late Sudhangshu Sadhukhan, by occupation Business, by religion Hindu, by nationality Indian, residing at Sadhukhan Para, Boral, Rajpur Sonarpur (M), Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District South 24 Parganas, AND (3) SRI BIJOY GHOSH (PAN ADYPG 4183 B), son of Late Lalmohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business and residing at C/9, Rajnarayan Park, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District South 24 Parganas, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, executors, administrators, legal representatives, assignees) of the FIRST PART.

A N D

M/S. NARAYANI CONSTRUCTION a Sole Proprietorship Concern, having its Office at 468, Boral Main Road, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District South 24 Parganas, represented by its Sole Proprietor namely SRI BIJOY GHOSH, son of Late Lal Mohan Ghosh, by religion Hindu, by Nationality Indian, by occupation- Business and residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the



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subject or context be deemed to mean and include it's Proprietor's heirs, successor-in-office, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS the Land Owners have agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said land property more- fully and particularly described in the FIRST SCHEDULE, according to the Plan as sanctioned by the Competent Authority and as per the following terms and conditions on which both the Parties have mutually agreed.

AND WHEREAS in this agreement, unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:-

DEFINITION

I} The "FIRST PARTY" shall mean and include the OWNERS of the Land Property, which is more-fully mentioned under the First Schedule hereunder written and their respective heirs and successors, representatives, executors.

II} The "SECOND PARTY" shall mean and include the "DEVELOPER" and its successors – in- office, assignees, representatives, executors.

III} The said "PROPERTY OR LAND" shall mean ALL THAT the piece or parcel of Land measuring or containing more or less 10 (Ten) Cottahs, 13 (Thirteen) Chittacks and 16 (Sixteen) Sq. Ft., {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220+), comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 873 and 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220 & others), comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873 and a portion of Land measuring about 01 (One) Cottah 09 (Nine) Chittack and 16 (Sixteen) Sq. Ft., is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607, comprised under R.S. Dag No. 660,



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corresponding to L.R. Dag No. 872}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982, 1983, 2606 and 2607 (previously 220 & others), comprising R.S. Dag No. 659 & 660 corresponding to L.R. Dag No. 872, 873 & 874, within the limits of the Rajpur Sonarpur Municipality under Ward No.34, being known and numbered as the Holding No.10, Boral –A, Post Office Boral, Kolkata – 700154 and assessed under the Assessment No. 1104302054979.

IV} “PROPOSED BUILDING” shall mean a G + IV storied building, which is going to be constructed, on the said premises mentioned above, as sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality vide Approved Plan No. 121 / CB / 34 / 33 dated 26.09.2022.

V} “THE PLAN” shall mean the said Building Plan, sanctioned, by the Competent Authority of the Rajpur Sonarpur Municipality, vide Approved Plan No. Plan No. 121 / CB / 34 / 33 dated 26.09.2022, for the purpose of construction of a G + IV Storied Building over the land and shall include any amendments and modifications thereof.

VI} “THE ARCHITECT” shall mean any duly qualified person or persons, firm or firms having proper License to undertake construction work to be appointed by the Developer for construction of the said Building in the said premises as per the Building Plan, duly sanctioned by The Rajpur Sonarpur Municipality.

VII} “THE SALEABLE AREA” shall mean the space in the said proposed Building available for independent use and occupation including common portions and or common facilities (i.e. super built-up area):

VIII} “LAND OWNERS’ ALLOCATION” shall mean in exchange of land, the Land Owner / First Party will be provided with the following Allocation out of the constructed



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area on the basis of the Building Plan, as sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality i.e.,

◆ RESIDENTIAL AREA:

a) 01 (One) Self Sufficient Residential Flat being 2D, at the Northern Side, on the Second Floor, measuring about 807 (Eight Hundred and Seven) Sq. Ft., Built Up Area which is equivalent to 1009 (One Thousand and Nine) Sq. Ft. Super Built – up Area,

◆ COMMERCIAL AREA:

a) 01 (One) Shop Room being No. 3, measuring more or less 138 (One Hundred and Thirty Eight) Sq. Ft., Built Up Area i.e., 173 (One Hundred and Seventy Three) Sq. Ft., Super Built Up Area, at the Eastern (Front) side, on the Ground Floor; AND

b) 01 (One) Shop Room being No. 4 measuring more or less 170 (One Hundred and Seventy) Sq. Ft., Built Up Area i.e., 219 (Two Hundred and Nineteen) Sq. Ft., Super Built Up Area, at the Eastern (Front) side, on the Ground Floor;

◆ RESIDENTIAL AREA:

a) 01 (One) Self Sufficient Residential Flat being 3D, at the Northern Side, on the Third Floor, measuring about 807 (Eight Hundred and Seven) Sq. Ft., Built Up Area which is equivalent to 1009 (One Thousand and Nine) Sq. Ft. Super Built – up Area,

◆ COMMERCIAL AREA:

a) 01 (One) Shop Room being No. 2, at the Eastern (Front) side, on the Ground Floor measuring about 326 (Three Hundred and Twenty Six) Sq. Ft., Built Up Area, which is equivalent to 407 (Four Hundred and Seven) Sq. Ft. Super Built – up Area; and

b) 01 (One) Shop Room being No. 6, at the Northern side, on the Ground Floor measuring about 83 (Eighty Three) Sq. Ft., Built Up Area which is equivalent to 104 (One Hundred and Four) Sq. Ft. Super Built – up Area;

◆ CAR PARKING SPACE AREA:




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01 (One) Roof Covered Car Parking Space at the South West Side of the Ground Floor, measuring about 135 (One Hundred and Thirty Five) Sq. Ft., -- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

AND

A lump sum amount of Rs. 12,50,000/- (Rupees Twelve Lakh and Fifty Thousand) only shall be payable by the Developer to the Land Owner No. 1 herein named within 06 (Six) months from the date of execution of this Agreement.

IX} “DEVELOPERS’ ALLOCATION” shall mean in exchange of construction cost of the building, the Developer / Second Party will be provided with remaining constructed area on the basis of the Building Plan, as sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality -- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right ONG WITH the common users, facilities, amenities, liabilities and common roof right.

X} “COMMON PARTS, USERS AND FACILITIES” shall mean and include common passage, common users, staircase –cum – landing, equipments and accessories for common use and enjoyment.

XI} “PROPORTIONATE SHARE” means the share which is agreed to be fixed Owner’s and Developers’ shares respectively in the land, on the basis of the respective allocation.



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DETAILS OF THE TITLE OF THE LAND

WHEREAS the said Subrata Saha and Sujoy Sadhukhan are the joint and absolute Owners and Possessors of ALL THAT piece or parcel of Land measuring or containing more or less 01 (One) Cottah, 09 (Nine) Chittacks and 16 (Sixteen) Sq. Ft., along with a Temporary Shed Structure measuring about 100 (One Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Touzi No. 142, J.L. No. 61, R. S. No. 199, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607 (previously 1329), comprised under C.S. / R.S. Dag No. 660, corresponding to L.R. Dag No. 872, within the limits of the Rajpur Sonarpur Municipality, Ward No.34, being known and numbered as the Old Holding Nos. 557 & 351, Sreepur Bagherghole, Kolkata 700154, by virtue of execution and registration of the Deed of Gift (scripted in Bengali as Danpatra Dalil) dated 15.12.1994, which was duly registered at the office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. I, from 116 to 124 Pages and being Deed No. 29 for the year 1994.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Subrata Saha and Sujoy Sadhukhan, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named M/S, NARAYANI CONSTRUCTION, a Partnership Firm, being represented by its Partners namely SRI BIJOY GHOSH AND SMT. ARATI GHOSH to raise a multi storied building there on their Schedule mentioned land property, under some specific terms and conditions.




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AND WHEREAS the Developer Concern M/S. NARAYANI CONSTRUCTION being represented by its Partners namely SRI BIJOY GHOSH AND SMT. ARATI GHOSH (since deceased) have entered into a Development Agreement with the above mentioned Land Owners on 11.07.2014, with some settled terms and conditions as laid down in the said Development Agreement which was duly registered at the Office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I, CD Volume No. 15, from 477 to 499 Pages and being Deed No. 07095 for the year 2014.

Subsequently, the said Subrata Saha and Sujoy Sadhukhan have also executed a Development Power of Attorney on the same date i.e. on 11.11.2014, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH AND ARATI GHOSH, being the Partners of M/S. NARAYANI CONSTRUCTION as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the Additional District Sub – Registrar at Sonarpur and recorded in Book No. I, CD Volume No. 23, from 2302 to 2314 Pages and Being Deed No. 11034 for the year 2014.

AND WHEREAS the said Subrata Saha, Sujay Sadhukhan alias Sujoy Sadhukhan, Bijoy Ghosh and Arati Ghosh have become the joint and absolute Owners and Possessors of ALL THAT the piece or parcel of Land measuring or containing more or less 10 (Ten) Cottahs, 13 (Thirteen) Chittacks and 16 (Sixteen) Sq. Ft., {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220+), comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 873 and 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220 & others), comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873 and a portion of Land measuring about 01 (One) Cottah 09 (Nine) Chittack and 16 (Sixteen) Sq.Ft., is lying




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under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607, comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 872}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982, 1983, 2606 and 2607 (previously 220 & others), comprising R.S. Dag No. 659 & 660 corresponding to L.R. Dag No. 872, 873 & 874, within the limits of the Rajpur Sonarpur Municipality under Ward No.34, being known and numbered as the Holding No.10, Boral –A, Post Office Boral, Kolkata – 700154 and assessed under the Assessment No. 1104302054979, by virtue of execution and registration of the two separate Deeds of Gift dated 11.11.2014, which were duly registered at the Office of the Additional District Sub Registrar Sonarpur and recorded in Book No. I and being Deed Nos. 11031 & 11033 both for the year 2014 and seized and possessed the same jointly and absolutely and absolutely and without any disturbances from any corner.

Thereafter, the said Arati Ghosh being one of the Partners of the M/S. Narayani Construction, died intestate on 20.08.2019, leaving behind her, her husband namely Bijoy Ghosh i.e., the other Partner of the M/S. Narayani Construction, as her only legal heir and / or successor to inherit and / or succeed the properties as left by the deceased Arati Ghosh.

Hence, after the demise of the said Arati Ghosh, the said Bijoy Ghosh have become the Sole Proprietor of M/S. Narayani Construction, since the said Bijoy Ghosh is the only legal heir and / or successor of the deceased Arati Ghosh.

AND WHEREAS the said Bijoy Ghosh have also initiated necessary steps to regularize the papers and documents to alter and / or change the said Partnership Firm to Sole Proprietorship Firm and after due compliance of all the formalities, the said M/S. Narayani Construction has been known and recognized as the Sole Proprietorship Firm.




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AND WHEREAS, out of several of reasons and / or technical error, the said Land Owners and the Developer, have jointly cancelled the said Development Agreement dated 11.11.2014, by virtue of execution and registration of Cancellation of Development Agreement on 08.12.2023, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629 -2023, being Deed No. 5611 = for the year 2023.

On the same day, i.e., on 08.12.23, the said Land Owners have also revoked and / or cancelled the power and / or authority as given to the said M/S. Narayani Construction, by virtue of execution of revocation and / or cancellation of Development Power of Attorney dated 11.11.2014, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. IV and being Deed No. 0138 = for the year 2023.

NOW, during their such joint, absolute and peaceful possession and enjoyment of the said property, the said Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have decided to raise a multi – storied building there on their First Schedule mentioned land property through the said Sri Bijoy Ghosh being the Sole Proprietor of M/S. NARAYANI CONSTRUCTION, a Sole Proprietorship Firm, to raise a multi – storied building there on their First Schedule mentioned land property, under some specific terms and conditions.

Finding the project a viable one, the said Developer has agreed to take charge of the project, under some settled terms and conditions as mentioned herein.

TITLE ENTITLEMENT AND COVENANTS THEREOF:-

a. The Land Owners do hereby declare that they have absolutely seized and possessed of the said premises, as enumerated under the FIRST SCHEDULE herein, without having



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any claim, right, title or interest of any person thereto and the said property is absolutely free from all charges, liens, demands, suits, requisitions/ acquisitions etc. and the Land Owners have good right, title, interest and power to enter into this Agreement with the Developer for the purpose contained in these presents.

b. The Land Owners do hereby further undertake that the Developer shall be entitled to construct and complete the proposed building in the said Premises, more fully described in the FIRST SCHEDULE hereunder as per the Building Plan, as sanctioned by The Rajpur Sonarpur Municipality.

c. The Land Owners further covenants that there is no excess vacant land within the meaning of Urban land (Ceiling & Regulation) Act. 1976.

d. The Developer is entering into this Agreement, on the basis of the representation made by the Land Owners that they are the absolute owners of the said property having indefeasible right and title of premises thereunto.

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF:-

i) After execution and registration of the instant Agreement, the Land Owners shall put the Developer into Joint possession with them in the said premises and the Land Owners do hereby authorize the Developer for Development and construction of the proposed building for RESIDENTIAL purpose contemplated these presents more-fully stated in THE SECOND SCHEDULE herein below and the Developer will be free from the obligation after handing over the Owners' Allocation to the Owners herein named.

ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this First Schedule mentioned property.

iii) The debris, which will be realized by demolishing the existing structure, will be realized exclusively by the Developer and the Developer shall not provide any shifting charges to the Land Owners herein.

iv) The Developer hereby undertakes to complete the construction of the proposed building in accordance with the Plan, as sanctioned by the authorities consisting of Flats,




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Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers by taking advance from them against respective Agreement for Sale.

v) After completion of construction, the Developer shall be entitled to complete the sale of the Flats, Car Parking, etc., to the intending Purchaser / s out of it's allocation, together with proportionate share in the land of the said premises by virtue of Registered Deed of Conveyance to be executed by the Land Owners through their Constituted Attorney, in favour of the intending Purchaser / s to be confirmed by the Developer herein.

vi) The Developer shall submit the Building Plan with its modification and/or alteration, if any, to The Rajpur Sonarpur Municipality and/or to the appropriate authority for its modifications or approval in the name of the Land Owners for completing construction of the said proposed building at the said premises expeditiously and without any delay with due consent and prior approval of the Land Owners and the Architect herein and all expenses thereto shall be borne by the Developer. In this context, it is to be mentioned here that if the Land Owner will make any modifications or alteration out of their allocation, after getting the required Building Plan, sanctioned from the Competent Authority of The Rajpur Sonarpur Municipality, then the Land Owners have to bear the expenses for regularization of the same.

vii) The Developer will be under the obligation to raise the construction of the proposed building, as per the Building Plan, as sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality, but during the process of construction, if the Developer will make any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of the Rajpur Sonarpur Municipality, at the costs and responsibilities of the Developer and the Developer will remain positively liable to



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avail the required Completion Certificate from the Competent Authority of the Rajpur Sonarpur Municipality, after completion of the construction of the proposed building.

viii) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the name of the Land Owners PROVIDED always that the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owners, the Developer shall make all payments and/or deposits to the appropriate Concerned Authority.

ix) The Land Owners shall render all reasonable assistance to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts deeds matters and things necessary for such purpose.

x) The Land Owners and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.

xi) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of the Rajpur Sonarpur Municipality will be the responsibility of the Land Owners and the cost and responsibility of regularization of the property in respect of the B.L. & L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession of the Allocation of the Land Owners, the Land Owners will become duty bound to pay the proportionate share of all payables in respect of their allocation.

xii) That the Developer shall take all necessary steps to pay all taxes and the outstanding Government Revenue and all other outgoings thereto from the date of handing over possession of the said premises till the date of delivery of the Land Owners' Allocation.



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xiii) The Developer will be at liberty to put its' name anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owners and / or their respective nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.

xiv) That the Land Owners shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF:

i) After execution of this Agreement, the Developer shall construct the said proposed building in workmanship like manner in accordance with the Building Plan, as sanctioned by the Rajpur Sonarpur Municipality with standard building materials and facilities and in conformity with the Building Rules.

ii) The Developer shall be authorized in the name of the Land Owners in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel, bricks and other materials allocable to the Land Owners for the construction of the proposed building and similarly to apply for and obtain temporary and/ or permanent connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.

iii) Barring force majeure and/or circumstances beyond its control i.e. flood, earthquake, cancellation of plan, delay in availability of building materials under quota, strike, change in Government policies, any legal or other litigation, the Developer will complete the construction of the said proposed building in the said premises expeditiously within 30 (Thirty) calendar months from the date of execution of the instant Development



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further 06 (Six) months, failing which the Developer shall pay a sum of Rs. 20,000/- (Rupees Twenty Thousand) only per month to the Land Owners herein jointly till handing over the Land Owners' Allocated portions.

iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owners as well as the Developer subject to the further inspection of the concerned authority of the Kolkata Municipal Corporation.

v) The Developer shall handover the shop room to the Land Owner No. 1 within 06 (Six) months from the date of execution of this Development Agreement.

CONSIDERATION AND COVENANTS THEREOF:

i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize their land for construction of the proposed building and for the cost of the construction of the Land Owners' allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owners in occupation in their allocated portion together with proportionate share in the land and the common areas and facilities available in the said proposed Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.

ii) For the part of the Developer's Allocation as aforesaid in the said proposed building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the proposed buyers of the entire saleable area out of Developer's allocation in the proposed building to be constructed by the Developer at its own costs and/or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, spaces, etc., within his allocated portion to the respective Purchaser/s of the said flats and spaces and also shall not be entitled to claim any portion thereof.



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iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS
THEREOF.

i) After the execution of this Agreement, all taxes and other outgoings in respect of the said property shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of its allocation.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

The Developer herein on transfer of all the flats to the proposed buyers or to any other occupier shall cause to form a Society, making the Owners and the Occupiers of the flats and all the prospective buyers, members thereof for maintenance and management of the proposed building, common portions thereof etc., and the Land Owners herein shall not object to that.

IT IS FURTHER DECLARED AND AGREED BY AND BETWEEN THE
PARTIES HEREIN:

- i) The Developer after examination of all documents, which are produced before him, title of the Land Owners and being fully satisfied with the marketable title has entered into this agreement.
- ii) That the Land Owners and the Developer have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a Partnership between the Developer and the Land Owners nor shall be the Developer and the Owner in any manner constitute as an association of persons and each party shall keep the other indemnified from and against the same.



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- iii) After execution of this Agreement, the Developer shall be entitled to enter into agreement for sale of self-contained flats and garage or any portion of the proposed building out of the Developer's allocation except the Owner's allocation, with any prospective buyer or buyers and the Developer shall also be entitled to receive money as advance and/or part payment of the consideration for the sale of any flat or any portion thereof at the Developer's price at its own risk and responsibility.
- iv) The Developer is entitled to put any Third Party / Purchaser / s into the possession, in respect of the Developer's Allocation and/or any part thereof or execute and make the same registered any type of Deed of Transfer (including Deed of Sale) to and in favour of any intending Purchaser/s, but during the process of construction, the Developer will become entitled to enter into any Agreement for Sale with any intending Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.
- v) The Developer shall have absolute right to sell, lease or utilize the entire portion out of the Developer's Allocation only of the said proposed building in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the THIRD SCHEDULE only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for his transfers and/or assignments.
- vi) The Land Owners shall not claim any part of the consideration as may be mentioned in the proposed Deed of Sale in respect of the Developer's allocation to be executed by the Land Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.
- vii) The consideration money which will be mentioned in the Deed of Sale executed by the Owners and the Developer, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under any



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circumstances as income of the Land Owners and the Land Owners shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owners shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only.

viii) The Developer shall not be entitled to claim any money from the Land Owners for the construction of the said building.

ix) The Land Owners do hereby authorize and fully empower the Developer to prepare and to do all acts, deeds and things which will be necessary to be done by the Land Owners for construction of the building, upon the land described in the FIRST SCHEDULE hereunder written pursuant to this Agreement only and in that respect the LAND OWNERS shall co-operate and required to sign and/ or to be present physically to do all the acts, deeds and things in respect of disposal and execution of the Deeds by the Developer of Developer's Allocation and the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.

x) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate in consensus, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996. It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the Parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

xi) In case of natural calamity or change of the law or any unforeseen circumstances, not for any act or negligence arising out of the works of the Developer, if the construction

of the building will not be completed within the stipulated time or the construction is delayed the time will be extended by the parties on mutually agreed terms as aforesaid.

xii) The Land Owner shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan as sanctioned by the Rajpur Sonarpur Municipality and render all possible co-operations but the Land Owners shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the Agreement, the Land Owners will become entitled to take necessary action for the same.

xiii) It is hereby agreed that the Land Owners are under the strict obligation to pay up-to-date all the dues and arrears, in respect of the property tax and the Developer shall pay all rent, rates & taxes to the Concerned Authorities after taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owners the liability of paying all kinds of rates and/or taxes and/or other outgoing liabilities in respect of the said proposed building will proportionately devolve upon the respective Owner/s. In the process if the Developer pays any excess amount to The Rajpur Sonarpur Municipality and/or any other Authority and/or Authorities concerned in course of construction of building on the said property in the name of the Land Owners, then the Developer shall be entitled to have the amount refunded by his own name and to enable that the Land Owners or their appointed or nominated person/s will stand ready to execute any legal document and/or documents and/or to act without raising any objection or requisition.

xiv) The Land Owners do hereby give license and permission to the Developer and/or his representative/s, to enter upon the said property described in the Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.



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xv) The Land Owners or their appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by the Rajpur Sonarpur Municipality or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and he shall hereby indemnify and keep indemnified the Land Owners from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owners.

xvi) If necessary, the Land Owners or their nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the responsibility of the Developer to file application and/or applications with the Concerned Authorities and pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.

xvii) The Land Owners have not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other Firm or company other than this Developer and that he has not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.

xviii) The Land Owners have not done any act, deed, matter or thing whereby or by reason whereof, the Development of the said property may be prevented or affected in any manner whatsoever.

xix) The Land Owners have not received any notice from the Government nor from any local body or authority or body nor has any type of notice been served upon them.



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Section 24, Punjab

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xx) Each and every document about or involving the said property will be prepared by the Learned Advocate for the Developer and approved by the Land Owners themselves or their Attorney. Each and every part of this Agreement should bear their respective Advocates' fees from their own pocket / fund.

xxi) Simultaneously with the execution of this Agreement, the Land Owners shall deliver all the original documents relating to the right, title, interest and possession of the said property and the Developer will grant proper receipt to that effect and the Land Owners undertakes to hand-over all such other original documents to the Developer. It is assured by the Land Owners that they will give marketable title to the said property relating to the Schedule below and in the event of any disputes over such property the Land Owners will resolve and settle the same at their own cost and expenses but if required the Developer will co-operate the Land Owners keeping themselves within the jurisdiction of Law.

xxii) The Developer and his men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its allotted portion and also by publication in the paper. And the Land Owners will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.

xxiii) The amount realized by the sale proceeds of the Developer's allocation along with the proportionate land interest and common rights and facilities will be considered as consideration money and will get adjusted against the cost of construction of the building and also remuneration for preparation of plans, costs and fees for sanction of the same and other miscellaneous expenses incurred by the Developer (i.e., the same will be adjusted against his account).



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xxiv) In case of death of any of the Parties under this Agreement, the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfill the terms and conditions set-forth in the instant Agreement.

xxv) The Developer shall indemnify and keep indemnified the Land Owners against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owners arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.

xxvi) The Developer shall be entitled to enter into separate contracts in his own name with building contractors, architect and others for carrying out the said constructional work at its own risk and costs.

xxvii) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances; the Land Owners shall not have any liability.

xxviii) If during the mid-way of construction, the work of construction is stopped, by the Land Owners illegally or the Agreement is cancelled by the Land Owners illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim for his investment, charges for labour, set-up, ideas and profit in addition with the interest on investment and damages also along with the non – refundable amount which has been paid till date by the Developer to the Land Owner herein and then the Land Owners will stand liable to reimburse the same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owners may cancel the Agreement and then the Developer will remain entitled to get refund of his investments etc. as mentioned above and to release the Project.



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Addl. District Sub-Registrar
South 24 Parganas

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xxix) If any Supplementary Agreement will be executed subsequently (in connection with this Agreement or with this Project) then that must be considered as the part and parcel of the instant Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND PROPERTY)

ALL THAT the piece or parcel of Land measuring or containing more or less 10 (Ten) Cottahs, 13 (Thirteen) Chittacks and 16 (Sixteen) Sq. Ft., along with a temporary shed structure measuring about 500 (Five Hundred) Sq. Ft., standing thereon, {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220+), comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. ~~872~~, 873 and 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220 & others), comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873 and a portion of Land measuring about 01 (One) Cottah 09 (Nine) Chittack and 16 (Sixteen) Sq.Ft., is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607, comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 872}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982, 1983, 2606 and 2607 (previously 220 & others), comprising R.S. Dag No. 659 & 660 corresponding to L.R. Dag No. 872, 873 & 874, within the limits of the Rajpur Sonarpur Municipality under Ward No.34, being known and numbered as the Holding No.10, Boral –A, Post Office Boral, Kolkata – 700154 and assessed under the Assessment No. 1104302054979.

The property is butted and bounded by:



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The property is butted and bounded by:

- ON THE NORTH : 12'-00" wide Municipal Road;
- ON THE SOUTH : 05'-00" wide Common Passage and Part of Land under
R.S. Dag No. 659 & 660;
- ON THE EAST : 34'-00" wide Boral Main Road;
- ON THE WEST : Part of the Land under R.S. Dag No. 660.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE LAND OWNER'S ALLOCATION)

The LAND OWNER'S ALLOCATION shall mean in exchange of land, the Land Owner / First Party will be provided with the following Allocation out of the constructed area on the basis of the Building Plan, as sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality i.e.,

◆ RESIDENTIAL AREA:

a) 01 (One) Self Sufficient Residential Flat being 2D, at the Northern Side, on the Second Floor, measuring about 807 (Eight Hundred and Seven) Sq. Ft., Built Up Area which is equivalent to 1009 (One Thousand and Nine) Sq. Ft. Super Built – up Area,

◆ COMMERCIAL AREA:

a) 01 (One) Shop Room being No. 3, measuring more or less 138 (One Hundred and Thirty Eight) Sq. Ft., Built Up Area i.e., 173 (One Hundred and Seventy Three) Sq. Ft., Super Built Up Area, at the Eastern (Front) side, on the Ground Floor;
AND



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b) 01 (One) Shop Room being No. 4 measuring more or less 170 (One Hundred and Seventy) Sq. Ft., Built Up Area i.e., 219 (Two Hundred and Nineteen) Sq. Ft., Super Built Up Area, at the Eastern (Front) side, on the Ground Floor;

◆ RESIDENTIAL AREA:

a) 01 (One) Self Sufficient Residential Flat being 3D, at the Northern Side, on the Third Floor, measuring about 807 (Eight Hundred and Seven) Sq. Ft., Built Up Area which is equivalent to 1009 (One Thousand and Nine) Sq. Ft. Super Built – up Area,

◆ COMMERCIAL AREA:

a) 01 (One) Shop Room being No. 2, at the Eastern (Front) side, on the Ground Floor measuring about 326 (Three Hundred and Twenty Six) Sq. Ft., Built Up Area, which is equivalent to 407 (Four Hundred and Seven) Sq. Ft. Super Built – up Area; and

b) 01 (One) Shop Room being No. 6, at the Northern side, on the Ground Floor measuring about 83 (Eighty Three) Sq. Ft., Built Up Area which is equivalent to 104 (One Hundred and Four) Sq. Ft. Super Built – up Area;

◆ CAR PARKING SPACE AREA:

01 (One) Roof Covered Car Parking Space at the South West Side of the Ground Floor, measuring about 135 (One Hundred and Thirty Five) Sq. Ft., -- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

AND

A lump sum amount of Rs. 12,50,000/- (Rupees Twelve Lakh and Fifty Thousand) only shall be payable by the Developer to the Land Owner No. 1 herein named within 06 (Six) months from the date of execution of this Agreement.



A handwritten signature in black ink, appearing to be a stylized 'R' or similar character.

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THE THIRD SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE DEVELOPER'S ALLOCATION)

The "DEVELOPER'S ALLOCATION" shall mean in exchange of construction cost of the building, the Developer / Second Party will be provided with remaining constructed area on the basis of the Building Plan, as sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality -- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right ONG WITH the common users, facilities, amenities, liabilities and common roof right.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE COMMON AREAS)

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefore.



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8. Water pump overhead tanks and underground water reservoirs, water pipes, water unit, sewage treatment plant and other common plumbing installations and spaces required thereto.

9. Electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.

10. Windows/doors/grills and other fittings of the common area of the premises.

11. Lifts and their accessories installations and spaces required therefor.

12. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as

(I) the top roof of the building including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof,

(II) the Parking spaces of the building,

(III) the elevation and the exterior of the building, and

(IV) Such other open and covered spaces which are herein expressed.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE DEPOSITS/ EXTRA CHARGES/TAXES)

1. Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied by both the Land owners and Developer Concern.

2. Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments and the expenses to be borne by both the Land owners and Developer Concern.

3. Formation of Association/Holding Organization to be done by the Land Owners and the Developer Concern.



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4. Taxes: deposits towards Municipal rates and taxes, etc. Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the share out of unsold salable spaces by the Developer to the Owners shall be paid by the Owners.

5. Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Project, at actual, to be borne by both the Land owners and Developer Concern.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(GENERAL SPECIFICATION)

STRUCTURE & BRICK WORK: Column, Beam, Slab etc. have been approved by the concern authority of K.M.C drawing concrete will be as per ratio of stone chips 3/4 down, medium sand, Cement with the ratio 4:2:1 burn clay bricks 8" x 5" x 3" will be used for walls with moter ratio 5:1, 4:1, 3:1 as applicable A: wall plaster would be in the respective ratio 4:1 and ceiling 3:1. Whereof Iron Road shall be used of Shyam Steel and Cement shall be used of Ultra-Tech/ Ambuja Cement.

INTERNAL WALLS: Wall Putty/Plaster of Paris.

FLOOR: All floors except Bath-Room / Toilet will be finished with Vitrified Tiles of size 2' x 2' with skirting and Room Floor also shall be made of Vitrified Tiles ISI brand or other Branded Tiles.

STAIR RAILING: will be made of Iron Grill and Stair handle shall be made of good Attractive items/things.



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TOILET: Floor shall be Ceramic Tiles on floors and ceramic tiles up to 6' x 0' on walls. Concealed Plumbing line with hot and cold water electrical point for geyser in both two toilets. Any ISI branded or equivalent CP Fittings and any ISI branded company or good sanitary fittings of ISI standard. Bath Room Fitting shall be made of branded items and there shall be electrical point of an exhaust Fan point in the Toilet and one Fan -Point also.

KITCHEN: Floor shall be made of Vitrified Tiles and Cooking platform top will be finished with Polished Green Marbel Slab 6' x 20" length and there shall be provided vitrified glazed tiles 2'-6" height above the cooking Platform and one stainless steel sink and in the kitchen, there shall be different electrical points of aqua guard, Freeze, Grinding Machine, Exhaust-fan other than the necessary light points.

DOORS: All doors frames will be Sal wood/Hard wood and flash Door for all doors with fittings and fixing finished with enamel paint, P.V.C Door at Toilet, the main Door shall be fitted with Godrej Lock.

WATER SUPPLY: Municipality Supply or Boring Water.

WINDOWS: Sliding aluminium window with Clear Glass Panels.

ELECTRICAL: Concealed wiring with proper gauge of copper wire (Havels/Finolex) in PVC conduit to be done in flats including point, switch, switch board cover etc. at suitable places in the following manner generally. There shall be one cable point in the Dining Room all Electrical switches shall be of any ISI Brand/Company.

Place	Light Point	Fan Point	6amp Point	Calling Bell	16amp Point	Exhaust Fan
Bed Room Each	3Nos.	1Nos.	1Nos.	-	1AC for any one bed room	-



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Liv/Din	3Nos.	2Nos.	2Nos.	1Nos	1Nos	-
W.C	1	-	-	-	-	1
Toilet	1	-	-	-	1Nos	1
Kitchen	1	-	1		1	1
Balcony	1		1	-	-	-

N.B, the above electrical Point may be increased or decreased as per Physical shape or position of the Flat or as needful.

PHONE/TV WIRING: TV & telephone point in Living/Dining room, etc.

EXTERIOR : The exterior finish paint of good quality.

ROOF : I. P. S. with roof treatment.

LIFT : having 5(Five) Persons' Capacity.

CC TV FOR Security Purpose

GROUND FLOOR COMMON AREAS: Apart from Building areas other common areas or common Passages of the said Premises shall be made of Checker Tiles.

ELECTRICITY METER: The Vendors shall provide for the Electrical Meter for common services including stair case-'outer lighting initially at their cost but the amount shall be proportionately recovered from the intending buyers of the units. Electric switches are of ISI Brand/Company in each room.

N.B:: All fixtures such of any kind as Fan, Bulb, regulator exhaust fan etc. will be supplied by the purchasers and anything more demanded by the Purchaser apart from this specification shall be executed by the Developer at the cost of the Purchaser.



A.D.S.R. Gouthi
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8 DEC 2023

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

Kuntal Bose
Batal
Kol-700154.


Sujoy Sathulkhan
Subodh Saha

SIGNATURE OF THE LAND OWNERS

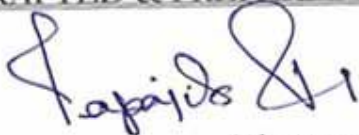
(2)

Lambhudas Nayak
Batal
Kol-700154


NARAYAN CONSTRUCTION
Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:



Advocate

Alipore Judges' Court,
Kolkata-700027.

6-1180/1550/2009.



INSTRUCTION

Proprietor

A.D.S.R. Office
South 24 Parganas

08 DEC 2023



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: SUBRATA SAHA

SIGNATURE: *Subrata Saha*



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: SUJAY SADHUKHAN ALIAS SUJOY SADHUKHAN

SIGNATURE: *Sujoy Sadhukhan*



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A.D.R. Card
South 2A Programme

08 DEC 2023



	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: BIJOY GHOSH

SIGNATURE:





A.D.S.R. Gosh
South 24 Parganas

08 DEC 2023



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



192023240311275598

GRN Details

GRN:	192023240311275598	Payment Mode:	SBI Epay
GRN Date:	07/12/2023 19:08:08	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	4470870398923	BRN Date:	07/12/2023 19:08:42
Gateway Ref ID:	2873385090	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	071220232031127557	Payment Init. Date:	07/12/2023 19:08:08
Payment Status:	Successful	Payment Ref. No:	2003018192/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr TAPAJIT ROY
Address:	ALIPORE JUDGES COURT, KOLKATA - 700027
Mobile:	9830882206
Period From (dd/mm/yyyy):	07/12/2023
Period To (dd/mm/yyyy):	07/12/2023
Payment Ref ID:	2003018192/1/2023
Dept Ref ID/DRN:	2003018192/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003018192/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	19020
2	2003018192/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	19041

IN WORDS: NINETEEN THOUSAND FORTY ONE ONLY.

PAID



A.D.R. Goris
South 24 Parganas

8 DEC 2023

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BIJOY GHOSH

LAL MOHAN GHOSH

01/04/1957

Permanent Account Number

ADYPG4183B

Signature
Signature



08112012

Signature

इस कार्ड को खोने / पाने पर कृपया सूचित करें / लौटानें:
आयकर पैन सेवा इकाई, एन एस डी
तीसरी मंजिल, सफ़ायर चेंबर,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना-411045

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDI,
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA

SUBRATA SAHA
MADANMOHAN SAHA

26/11/1969
 Permanent Account Number
GNDPS0783J



Subrata Saha
 Signature

15012016

इस कार्ड के लोसे/पाने पर तुरन्त सूचित करें/सीटारुं:
 आकर विभाग, नया दारा की दारा
 5 वीं मंजरी, मंजरी स्टेशन,
 प्लॉट नं. 341, सर्वे नं. 997/8,
 मॉडल कॉलोनी, नया दारा चौक के पास,
 पिन - 411 016.

*If this card is lost / someone's lost card is found,
 please inform / return to:*

Income Tax PAN Services Unit, NSDL
 5th Floor, Mantri Sterling,
 Plot No. 341, Survey No. 997/8,
 Model Colony, Near Deep Bungalow Chowk,
 Pune - 411 016.

Tel: 91-20-2721-8080, Fax: 91-20-2721-8081
 e-mail: paninfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUJAY SADHUKHAN
SUDHANGSHU S. DHUKHAN

12/12/1970

Permanent Account Number
BKUPS0771F

Signature
Sujay Sadhukhan



Sujay Sadhukhan

Major Information of the Deed

Deed No :	I-1629-05618/2023	Date of Registration	08/12/2023
Query No / Year	1629-2003018192/2023	Office where deed is registered	
Query Date	07/12/2023 6:53:12 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	TAPAJIT ROY ALIPORE JUDGES COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830882206, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
Rs. 10,008/-		Rs. 1,47,61,880/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Boral Main Road, Mouza: Boral, , Ward No: 034, Holding No:10 JI No: 61, Pin Code : 700154

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-872 (RS :-)	LR-2606	Bastu	Bastu	570.5 Sq Ft	1/-	10,69,690/-	Width of Approach Road: 34 Ft., Adjacent to Metal Road,






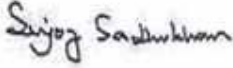
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Boral Main Road, Mouza: Boral, JI No: 61, Pin Code : 700154




Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-872 (RS :-)	LR-2607	Bastu	Shali	570.5 Sq Ft	1/-	10,69,690/-	Width of Approach Road: 34 Ft.,
L3	LR-873 (RS :-)	LR-1982	Bastu	Bastu	1 Katha 10 Chatak	1/-	21,93,750/-	Width of Approach Road: 34 Ft.,
L4	LR-873 (RS :-)	LR-1983	Bastu	Bastu	1 Katha 10 Chatak	1/-	21,93,750/-	Width of Approach Road: 34 Ft.,
L5	LR-873 (RS :-)	LR-1982	Bastu	Bastu	1 Katha 8 Chatak	1/-	20,25,000/-	Width of Approach Road: 34 Ft.,
L6	LR-873 (RS :-)	LR-1983	Bastu	Bastu	1 Katha 8 Chatak	1/-	20,25,000/-	Width of Approach Road: 34 Ft.,
L7	LR-874 (RS :-)	LR-1982	Bastu	Bastu	1 Katha 8 Chatak	1/-	20,25,000/-	Width of Approach Road: 34 Ft.,
L8	LR-874 (RS :-)	LR-1983	Bastu	Bastu	1 Katha 8 Chatak	1/-	20,25,000/-	Width of Approach Road: 34 Ft.,
TOTAL :					16.5699Dec	7 /-	135,57,190 /-	
Grand Total :					17.8773Dec	8 /-	146,26,880 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8	500 Sq Ft.	10,000/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	10,000 /-	1,35,000 /-	

Land Lord Details :










Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr SUBRATA SAHA Son of Late MADAN MOHAN SAHA Executed by: Self, Date of Execution: 08/12/2023 , Admitted by: Self, Date of Admission: 08/12/2023 ,Place : Office</p>	<p>Photo</p>  <p>08/12/2023</p>	<p>Finger Print</p>  <p>LTI 08/12/2023 Captured</p>	<p>Signature</p>  <p>08/12/2023</p>
<p>ROATION SHOP BORAL, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: GNxxxxxx3J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/12/2023 , Admitted by: Self, Date of Admission: 08/12/2023 ,Place : Office</p>				
2	<p>Name</p> <p>Mr SUJOY SADHUKHAN, (Alias: Mr SUJAY SADHUKHAN) Son of Late SUDHANGSHU SADHUKHAN Executed by: Self, Date of Execution: 08/12/2023 , Admitted by: Self, Date of Admission: 08/12/2023 ,Place : Office</p>	<p>Photo</p>  <p>08/12/2023</p>	<p>Finger Print</p>  <p>LTI 08/12/2023 Captured</p>	<p>Signature</p>  <p>08/12/2023</p>
<p>SADHUKHAN PARA BORAL, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BKxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/12/2023 , Admitted by: Self, Date of Admission: 08/12/2023 ,Place : Office</p>				

3	Name	Photo	Finger Print	Signature
	Mr BIJOY GHOSH Son of Late LALMOHAN GHOSH Executed by: Self, Date of Execution: 08/12/2023 , Admitted by: Self, Date of Admission: 08/12/2023 ,Place : Office		 Captured	
		08/12/2023	LTI 08/12/2023	08/12/2023
C/9 RAJNARAYAN PARK, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/12/2023 , Admitted by: Self, Date of Admission: 08/12/2023 ,Place : Office				



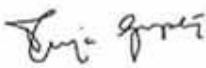
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	NARAYANI CONSTRUCTION 468 BORAL MAIN ROAD, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 , PAN No.:: AYxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr BIJOY GHOSH (Presentant) Son of Late LAL MOHAN GHOSH Date of Execution - 08/12/2023, , Admitted by: Self, Date of Admission: 08/12/2023, Place of Admission of Execution: Office </td> <td></td> <td>  Captured </td> <td></td> </tr> <tr> <td></td> <td>Dec 8 2023 1:11PM</td> <td>LTI 08/12/2023</td> <td>08/12/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr BIJOY GHOSH (Presentant) Son of Late LAL MOHAN GHOSH Date of Execution - 08/12/2023, , Admitted by: Self, Date of Admission: 08/12/2023, Place of Admission of Execution: Office		 Captured			Dec 8 2023 1:11PM	LTI 08/12/2023	08/12/2023
Name	Photo	Finger Print	Signature										
Mr BIJOY GHOSH (Presentant) Son of Late LAL MOHAN GHOSH Date of Execution - 08/12/2023, , Admitted by: Self, Date of Admission: 08/12/2023, Place of Admission of Execution: Office		 Captured											
	Dec 8 2023 1:11PM	LTI 08/12/2023	08/12/2023										
C/9 RAJNARAYAN PARK, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx3B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NARAYANI CONSTRUCTION (as SOLE PROPRIETOR)													

Identifier Details :

Name	Photo	Finger Print	Signature
Miss RIYA GUPTA Daughter of Mr SATYNDRA KUMAR GUPTA ALIPORE POLICE COURT, KOLKATA, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	08/12/2023	08/12/2023	08/12/2023

Identifier Of Mr SUBRATA SAHA, Mr SUJOY SADHUKHAN, Mr BIJOY GHOSH, Mr BIJOY GHOSH

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr SUBRATA SAHA	NARAYANI CONSTRUCTION-1.3074 Dec
Transfer of property for L2		
SI.No	From	To. with area (Name-Area)
1	Mr SUJOY SADHUKHAN	NARAYANI CONSTRUCTION-1.3074 Dec
Transfer of property for L3		
SI.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	NARAYANI CONSTRUCTION-2.68125 Dec
Transfer of property for L4		
SI.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	NARAYANI CONSTRUCTION-2.68125 Dec
Transfer of property for L5		
SI.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	NARAYANI CONSTRUCTION-2.475 Dec
Transfer of property for L6		
SI.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	NARAYANI CONSTRUCTION-2.475 Dec
Transfer of property for L7		
SI.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	NARAYANI CONSTRUCTION-2.475 Dec
Transfer of property for L8		
SI.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	NARAYANI CONSTRUCTION-2.475 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mr SUBRATA SAHA	NARAYANI CONSTRUCTION-250.00000000 Sq Ft
2	Mr SUJOY SADHUKHAN	NARAYANI CONSTRUCTION-250.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Boral Main Road, Mouza: Boral, , Ward No: 034, Holding No:10 JI No: 61, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 872, LR Khatian No:- 2606	Owner:সুব্রত সাহা, Gurdian:কলদ , Address:বিক , Classification:বাগি, Area:0.02000000 Acre,	Mr SUBRATA SAHA

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Boral Main Road, Mouza: Boral, JI No: 61, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 872, LR Khatian No:- 2607	Owner:সুব্রত সাধুকান, Gurdian:সুব্রত , Address:সিঙ্গা , Classification:বাড়ি, Area:0.01000000 Acre,	Mr SUJOY SADHUKHAN
L3	LR Plot No:- 873, LR Khatian No:- 1982	Owner:আবুল কালাম, Gurdian:বিজয় ঘোষ, Address:সিঙ্গা , Classification:বাড়ি, Area:0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 873, LR Khatian No:- 1983	Owner:বিজয় ঘোষ, Gurdian:শাল মোহন, Address:সিঙ্গা , Classification:বাড়ি, Area:0.01000000 Acre,	Mr BIJOY GHOSH
L5	LR Plot No:- 873, LR Khatian No:- 1982	Owner:আবুল কালাম, Gurdian:বিজয় ঘোষ, Address:সিঙ্গা , Classification:বাড়ি, Area:0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 873, LR Khatian No:- 1983	Owner:বিজয় ঘোষ, Gurdian:শাল মোহন, Address:সিঙ্গা , Classification:বাড়ি, Area:0.01000000 Acre,	Mr BIJOY GHOSH
L7	LR Plot No:- 874, LR Khatian No:- 1982	Owner:আবুল কালাম, Gurdian:বিজয় ঘোষ, Address:সিঙ্গা , Classification:বাড়ি, Area:0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.
L8	LR Plot No:- 874, LR Khatian No:- 1983	Owner:বিজয় ঘোষ, Gurdian:শাল মোহন, Address:সিঙ্গা , Classification:বাড়ি, Area:0.05000000 Acre,	Mr BIJOY GHOSH

Endorsement For Deed Number : I - 162905618 / 2023

On 08-12-2023

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

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

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

Presented for registration at 12:17 hrs on 08-12-2023, at the Office of the A.D.S.R. GARIA by Mr BIJOY GHOSH ,.

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 1,47,61,880/-

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

Execution is admitted on 08/12/2023 by 1. Mr SUBRATA SAHA, Son of Late MADAN MOHAN SAHA, ROATION SHOP BORAL, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business, 2. Mr SUJOY SADHUKHAN, Alias Mr SUJAY SADHUKHAN, Son of Late SUDHANGSHU SADHUKHAN, SADHUKHAN PARA BORAL, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business, 3. Mr BIJOY GHOSH, Son of Late LALMOHAN GHOSH, C/9 RAJNARAYAN PARK, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business

Identified by Miss RIYA GUPTA, , , Daughter of Mr SATYNDRA KUMAR GUPTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-12-2023 by Mr BIJOY GHOSH, SOLE PROPRIETOR, NARAYANI CONSTRUCTION (Sole Proprietorship), 468 BORAL MAIN ROAD, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154

Identified by Miss RIYA GUPTA, , , Daughter of Mr SATYNDRA KUMAR GUPTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2023 7:08PM with Govt. Ref. No: 192023240311275598 on 07-12-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 4470870398923 on 07-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 19,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10155, Amount: Rs.1,000.00/-, Date of Purchase: 11/07/2023, Vendor name: Smriti Bikash Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2023 7:08PM with Govt. Ref. No: 192023240311275598 on 07-12-2023, Amount Rs: 19,020/-, Bank: SBI EPay (SBlePay), Ref. No. 4470870398923 on 07-12-2023, Head of Account 0030-02-103-003-02

Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1629-2023, Page from 157218 to 157260
being No 162905618 for the year 2023.**



(Handwritten signature)

Digitally signed by KRISHNENDU TALUKDAR
Date: 2023.12.08 17:03:12 +05:30
Reason: Digital Signing of Deed.

**(Krishnendu Talukdar) 08/12/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.**