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Certified that the document is admitted to registration. The signature sheets and the attachment sheet attached with the document are the parts of this document.

District Sub-Register-III  
Alipore, South 24-parganas

09-02-22 09 FEB 2022

**DEVELOPEMENT AGREEMENT**

THIS AGREEMENT is made on the 08<sup>th</sup>..... day of February....., 2022 (Two Thousand Twenty Two)

**BETWEEN**

021986

Serial No..... Date: 19/01/2022

Name: Soma Chakraborty(Adv)

ADD: - Baruipur Civil Court Kolkata- 144

Rs. 10/-



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

Handwritten signature of Soma Chakraborty



845

GANGULY HOME SEARCH PRIVATE LIMITED

Handwritten signature of Soma Chakraborty

DIRECTOR



846

Handwritten signature of Subhas Baidya



882

Identified by me -

Deborahata Mazumder.  
S/o Late Santosh Kumar Mazumder  
159, Garia Station Road,  
Kolkata - 700084  
Service



**SRI SUBHAS BAIDYA** (PAN NO. AEIPB8377D) son of Late Satish Chandra Baidya, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- "Baidya Bhawan", 8, Pranabananda Road, P.O.- Garia, P.S.- Patuli, Kolkata- 700084 District - South 24 Parganas, hereinafter referred to as the **LANDOWNER** (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representatives, administrators and/or assigns) of the **ONE PART**;

**AND**

**GANGULY HOME SEARCH PRIVATE LIMITED** (PAN NO. AADCG2860J) a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, Kolkata- 700084 and represented by one of its Director **SRI AMIT GANGULY** (PAN NO AIEPG3746R) son of- Sri Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700084, hereinafter referred to as the **DEVELOPER** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the **OTHER PART**;

**WHEREAS** the **LANDOWNER** herein is the one of the joint owners and seized and possessed of 1/3<sup>rd</sup> share of ALL THAT land total measuring an area of 50 decimal but after physical measurement which appears to be 26 (Twenty Six) Cottahs 15 (Fifteen) Chittak 29 (Twenty Nine) Sq. ft. i.e. 1804.585 Sq. Mt. or 19424 Sq. Ft. i.e. **land measuring 8 (Eight) Cottahs 15 (Fifteen) Chittak 39 (Thirty Nine) Sq. ft. i.e. 601.528 Sq. Mt. or 6474.666 Sq. Ft.** be the same a little more or less with a brick built Tile shade structure



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standing thereon measuring about 100 sq. ft. and the said land has been more fully and particularly described in the First Schedule hereunder written;

**AND WHEREAS** Niro Bewa, wife of- Late Paresh Halder while being the owner of the land measuring about 13 decimal in Dag No. 417 & 418, Khatian No. 509 & 510, both under Mouza- Baishnabghata, J.L. No. 28 sold the said entire land to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowner/First Part herein) by virtue of a Sale Deed registered on 24.05.1946, before Sadar Joint Sub. Registrar, Alipore and recorded in Book No. I, Volume No. 37, Pages 62 to 63, Being No. 1525, for the year 1946;

**AND WHEREAS** Sanatan Chandra Nath & Lalit Mohan Nath, both sons of Sarada Prasad Nath and Panchu Bala Nath, wife of Satya Charan Nath while being the joint owners of the land measuring about 31 decimal in Dag No. 423, Khatian No. 537, under Mouza- Baishnabghata, J.L. No. 28 sold the same to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowner/First Part herein) by virtue of a Sale Deed registered on 27.02.1963, before Sub. Registrar, Alipore and recorded in Book No. I, Volume No. 17, Pages 244 to 247, Being No. 1738, for the year 1963;

**AND WHEREAS** Nanda Dulal Sadhukhan, son of- Late Panchkari Sadhukhan & Panchi Bala Dashi, wife of- Late Panchkari Sadhukhan while being the joint owners of the land measuring about 6 decimal in Dag No. 419, Khatian No. 527, under Mouza- Baishnabghata, J.L. No. 28 sold the same to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowner/First Part herein) by virtue of a Sale Deed registered on 04.10.1974, before Sub. Registrar, Alipore and recorded in Book No. I, Volume No. 149, Pages 31 to 37, Being No. 5353, for the year 1974;





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**AND WHEREAS** after purchasing the above-stated lands total measuring about 50 decimal Satish Chandra Baidya mutated his name in the Assessment Records of Corporation of Calcutta (now known as Kolkata Municipal Corporation) and the said lands have been re-numbered as 139, Raja S.C. Mullick Road, 139/1A, Raja S.C. Mullick Road, 139/1B, Raja S.C. Mullick Road, 140, Raja S.C. Mullick Road & 171, Raja S.C. Mullick Road, thereafter on 29.05.1975 Corporation of Calcutta (now known as Kolkata Municipal Corporation) on the basis of an application made by Satish Chandra Baidya amalgamated the above-stated premises into a single premises, i.e. 139/1A, Raja S.C. Mullick Road under Ward No. 100;

**AND WHEREAS** on 17.10.1979 Satish Chandra Baidya executed an unregistered Will in favour of his 4 (four) sons namely Sri Subrata Baidya, Sri Subhas Baidya, Sri Satyabrata Baidya & Suhas Baidya in respect of the above-stated lands with other lands and after the demise of Satish Chandra Baidya on 01.05.1981 his above-stated 4 (four) sons jointly inherited the said lands;

**AND WHEREAS** Suhas Baidya (one of the sons of Satish Chandra Baidya) died on 18.07.1983 and as per the terms and conditions of the said Will of Satish Chandra Baidya, the share of Suhas Baidya devolved upon his three brothers, i.e. Sri Subrata Baidya, Sri Subhas Baidya, Sri Satyabrata Baidya;

**AND WHEREAS** The Additional District Judge, 5<sup>th</sup> Court, Alipore was pleased to Grant Probate of Will of Late Satish Chandra Baidya in O.S. No. 2 of 1988, which was proved in his court on 06.05.1988 and finally granted the said probate on 28.03.1989 which was arose from Original Suit No. 81 of 1987 in Act XXXIX Case No. 103 of 1984 filed before The Ld. District Delegate, Alipore and thereafter the Landowner/First Part herein got the joint ownership of the said landed property;



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**AND WHEREAS**, the said Subrata Baidya, Subhas Baidya & Satyabrata Baidya mutated their names in the Assessment Records of Kolkata Municipal Corporation in respect of their said land, and since then they are enjoying the joint ownership of the same without any interferences from anyone;

**AND WHEREAS** thus said Subrata Baidya, Subhas Baidya & Satyabrata Baidya being desirous of construction of new multi-storied building on their said premises approached the Developer herein and the Developer has agreed to develop their said premises and a Development Agreement was executed by and between the said Subrata Baidya, Subhas Baidya & Satyabrata Baidya and the present Developer herein on 16-02-2018 which was registered before ARA-I, Kolkata and recorded in Book No. 1, Volume No. 1901-2018, pages 47725 to 47779 Being No. 190101087 for the year 2018 the on the 'terms and conditions' mentioned in the said 'Development Agreement';

**AND WHEREAS**, upon execution of the Development Agreement, the said Subrata Baidya, Subhas Baidya & Satyabrata Baidya also on 14-09-2018 executed a Development Power of Attorney in favour of the Developer herein which was registered before the ARA-I, Kolkata and recorded in Book No. IV, Volume No. 1903-2018, pages 169944 to 169980 Being No. 190305952 for the year 2018;

**AND WHEREAS**, after being handed over with the possession of the said land, the Developer on behalf of the said Subrata Baidya, Subhas Baidya & Satyabrata Baidya demolished the existing structures thereon except one 300 sq. ft. tiles shaded Room;

**AND WHEREAS**, for the purpose of obtaining Sanction Plan the Developer for self and as constituted Attorney of said Subrata Baidya,



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Subhas Baidya & Satyabrata Baidya on 16-01-2019 executed a Boundary Declaration declaring the actual physical measurement of the land of KMC Premises No. 139/1A, Raja Subodh Chandra Mullick Road, Ward No.- 100 of Kolkata Municipal Corporation, Kolkata - 700084, under Assessee No. 21-100-08-0163-3 is **26 (Twenty Six) Cottahs 15 (Fifteen) Chittak 29 (Twenty Nine) Sq. ft.** i.e. 1804.585 Sq. Mt. or 19424 Sq. Ft., and the said Boundary Declaration was registered in the office of the ADSR Alipore, Kolkata and recorded in Book No. I, Volume No. 1905-2019, pages 10452 to 10471, Being No. 160500211 for the year 2019;

**AND WHEREAS**, the Developer on behalf of and as attorney of the said Subrata Baidya, Subhas Baidya & Satyabrata Baidya obtained the Building Plan Sanctioned by the Kolkata Municipal Corporation, Building Department vide Sanction Plan No. 2021100045 dated 23-07-2021;

**AND WHEREAS**, after the sanction of building Plan and after changed circumstances, now it become necessary to execute a fresh Development Agreement for the purpose of specifying the Landowner's and Developer's Allocated areas in the building project and the said Subrata Baidya, Subhas Baidya & Satyabrata Baidya requested the Developer for execution of three separate Development Agreement and three separate Development Power of Attorney in respect of their separate 1/3<sup>rd</sup> share each over their said landed properties which the Developer also agreed subject to the entire Land Owners' allocation covered by those three Agreements shall be undivided and un-partitioned amongst the landowners ;

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



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### ARTICLE – I – DEFINITION

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

- 1.1 **LANDOWNER** : Shall mean **SRI SUBHAS BAIDYA** (PAN NO. AEIPB8377D) son of Late Satish Chandra Baidya, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- "Baidya Bhawan", 8, Pranabananda Road, P.O.- Garia, P.S.- Patuli, Kolkata- 700084;
- 1.2 **DEVELOPER**: shall mean **GANGULY HOME SEARCH PRIVATE LIMITED** a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, Kolkata- 700084 and represented by one of its Director **SRI AMIT GANGULY** son of Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700084.
- 1.3 **SAID PREMISES** : shall mean 1/3<sup>rd</sup> share of ALL THAT land total measuring an area of 50 decimal but after physical measurement which appears to be 26 (Twenty Six) Cottahs 15 (Fifteen) Chittak 29 (Twenty Nine) Sq. ft. i.e. 1804.585 Sq. Mt. or 19424 Sq. Ft. i.e. **land measuring 8 (Eight) Cottahs 15 (Fifteen) Chittak 39 (Thirty Nine) Sq. ft. i.e. 601.528 Sq. Mt. or 6474.666 Sq. Ft.** be the same a little more or less with a brick built Tile shade structure standing thereon measuring about 100 sq. ft. more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **NEW BUILDING**: shall mean the combined commercial & residential building to be constructed as per the plan sanctioned



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by the Kolkata Municipal Corporation Building Department or certain variation/deviation thereof, subject to regularisation by the KMC.

- 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 capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 BUILT-UP AREA** shall mean the total constructed area which will exclude corridors, staircases, passage gateway, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New 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 of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 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 already sanctioned or yet to be sanctioned by the Kolkata Municipal Corporation, Building Department in accordance with law.
- 1.9 LANDOWNER/FIRST PART ALLOCATION :** shall mean and include





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- a) Flat No. 4C, measuring 1520 sq. ft. Super built up area (1126 sq. ft. built up area) on the Forth Floor as per sanction Plan;
- b) Flat No. 9A, measuring 1391 sq. ft. Super built up area (1030 sq. ft. built up area) on the Ninth Floor as per sanction Plan;
- c) Flat No. 10C, measuring 1520 sq. ft. Super built up area (1126 sq. ft. built up area) on the Tenth Floor as per sanction Plan;
- d) Flat No. 10D, measuring 1497 sq. ft. Super built up area (1109 sq. ft. built up area) on the Tenth Floor as per sanction Plan;
- e) Flat No. 11C, measuring 1520 sq. ft. Super built up area (1126 sq. ft. built up area) on the Eleventh Floor as per sanction Plan;
- f) 5 nos. of Car Parking spaces, bearing No. 17, 18, 19 in the Basement and No. 5 and 6 in the Ground Floor of the building as per Sanction Plan (all are 2Stack Parking Spaces).
- g) ALL THAT piece and parcel of 1/3<sup>rd</sup> share in undivided 50% of Total Commercial Space measuring 20400 Sq. Ft. of super built up area or 16320 sq. ft. of Carpet area i.e. undivided **Commercial area measuring 3400 Sq. ft. of Super Built up area or 2720 sq. ft. of Carpet Area** more or less on the Ground, First, Second and Third Floor with 4 numbers of the Car parking space allotted for Commercial space in the building project as per the sanctioned Building Plan ;

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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h) a sum of Rs. 1,50,00,000/- out of which Rs. 1,00,00,000/- already paid to the Landowner as per MEMO mentioned in the earlier Development Agreement and balance sum of Rs. 50,00,000/- (Fifty Laes) paid today as per Memo mentioned herein below and the possession of the project land delivered on today;

The **Owners Allocations** are more fully and particularly described in the **Second Schedule** hereunder written.

**1.10 DEVELOPER'S ALLOCATION:** shall mean and include the **remaining** sellable area of the flats, commercial spaces and car parking spaces in the Building project as per the sanctioned Building Plan together with the common areas including roof and other facilities, amenities along with undivided proportionate share or interest of the Land, more fully and particularly described in the **Third Schedule** hereunder written.

**1.11 COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such unit or on part thereof, more fully and particularly described in the **FIFTH SCHEDULE** hereunder written.

**1.12 COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, up-keepment, repairs and replacement of the common amenities,



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common easement common conveniences including the proportionate share of the Kolkata Municipal Corporation Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.

- 1.13 TAX LIABILITIES:** The Landowners of the premises had been liable to pay all the arrear dues of Rs. 4,58,679/- out of which the Developer assured to bear Rs. 1,00,000/- only, but the Developer already paid said Rs. 4,58,679/- to the KMC. Therefore the First Part herein shall refund his 1/3<sup>rd</sup> share in the remaining amount i.e. Rs. 1,19,560/- to the Developer at the time of getting handover possession of his allocation in the proposed building . The Landowner will also take the applicable Goods & Service Tax liability in respect of this Agreement.
- 1.14 TRANSFER:** with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.
- 1.15 TRANSFEREE** – shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.



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1.16 Words importing singular shall include plural and vice versa.

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

## **ARTICLE - II - COMMENCEMENT**

2.1 **THIS DEVELOPERS AGREEMENT** shall be deemed to have been commenced on and with effect from the date of this execution.

2.2 **THIS DEVELOPERS AGREEMENT** shall be treated as complementary to the earlier registered Development Agreement dated 16-02-2018 and if any terms between the two Agreement contradicts or conflicts with each other, the Terms and other Conditions mentioned in this Agreement shall prevail.

## **ARTICLE - III**

### **LANDOWNER/FIRST PART RIGHTS & REPRESENTATIONS**

3.1 The Landowner/First Part are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the 1/3<sup>rd</sup> share of the said premises, more fully particularly described in the **FIRST SCHEDULE** hereunder written,

3.2 Except the Landowner/First Part 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 premises and/or any portion thereof.

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

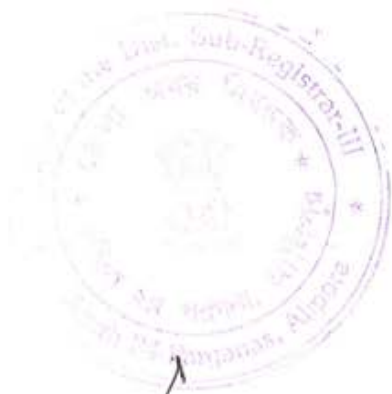


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- 3.4** The said premises is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5** There is no Thika Tenants in the said premises.
- 3.6** There is no Temple, Mosque, debottor or burial ground on the said premises.
- 3.7** There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto. The Landowner/First Part will assist the Developer in case any problem faced in getting the formal No Objection Certificate as per West Bengal Urban Land (Ceiling and Regulations) Act, 1976 subsequent amendment thereto.

**ARTICLE- IV**  
**(DEVELOPER'S RIGHT)**

- 4.1** The Landowner/First Part hereby grants subjects to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Building on the said premises in accordance with the Building plan sanctioned by the Kolkata Municipal Corporation, Building Department.
- 4.2** All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining further sanction/permission from the appropriate authorities shall be prepared by the Developer at its own cost and shall be



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signed by the Landowner/First Part and submitted by the Developer on behalf of the Landowner/First Part at Developer's own costs and expenses for sanction of the Building plan or regularisation thereof. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Kolkata Municipal Corporation 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.

#### **ARTICLE -V-TITLE DEEDS**

5. That subject to proper receipt/s, the Landowner/First Part shall deliver to the Developer all Original Deed and Documents of title in respect of schedule premises and hand over the possession of the said premises immediately on signing of this agreement which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done, And after formation of the Owner's association of the building project, the Developer shall handover the same to the Owner's association.

#### **ARTICLE -VI-CONSIDERATION**

- 6.1 In consideration of the Landowner/First Part allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Landowner/First Part allocation as stated earlier in Article-I, Para 1.8 of this instant Agreement and, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.



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#### **ARTICLE –VII-PROCEDURE**

- 7.1** The Landowner/First Part already executed a Registered Power of Attorney in favour of the Developer as stated before, and the Landowner/First Part also will execute further registered Power of Attorney after registered Development Agreement in favour of the Developer, if required for the purpose of ensuring development of the project and obtaining necessary subsequent permission and/sanction/ regularisation/completion from different authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Kolkata Municipal Corporation and other statutory authorities and to enforce any covenant in any Agreement, Sale Deed, Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof except Land Owners' allocation.

#### **ARTICLE –VIII SPACE ALLOCATION**

- 8.1** The Developer shall on completion of the New Building or Buildings, put the Landowner/First Part jointly in undisputed possession of the Land Owners allocated areas together with indivisible rights in common areas and amenities and facilities along with all easement and quasi easements rights within **36 (Thirty Six) months** from the date of execution of this Development Agreement in respect of the FIRST SCHEDULE PREMISES. However, if the Developer is unable to complete the building within the said time the Landowner/First Part will provide a further period of 6 (Six) months time as a grace period.





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- 8.2** That the Developer in no occasion shall be liable and responsible for any partition/separation of the Landowner's allocation amongst the Landowner/First Part. The Landowners after getting their allocation by executing a Deed of Partition shall demarcate their respective allocation covered by those three Development Agreements by metes and bounds amongst themselves at their own cost and expenses, otherwise the entire Land Owner's allocation covered by those three Development Agreement shall be considered undivided.
- 8.3** Subject as aforesaid, the common portion of the said New Building or Buildings and the common open spaces including the roof shall jointly belong to the Developer and the Landowner/First Part in proportion to their sharing ratios.
- 8.4** The Landowner/First Part shall be entitled to an exclusive right to transfer or otherwise deal with his allocated portions in the new Building or buildings at his own choice.
- 8.5** The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the New Building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowner/First Part Allocation to the Landowner/First Part.



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- 8.6** Similarly the Landowner/First Part shall be entitled to transfer or otherwise deal with or dispose of the Landowner/First Part allocation without any interference from the Developer after getting peaceful vacant possession of his allocated areas from the Developer.
- 8.7** That the Landowner/First Part shall Sale and transfer his allocated areas or any part/portion thereof to any Third Party of his choice subject to that the terms of this Agreement shall be binding upon his transferee and 'Terms of the transferee of the Developer' and 'Terms of the Transferee of the Landowner/First Part' shall not be contradictory with each other.
- 8.8** That the Parties shall jointly settle the common terms for their respective transferee which shall be mandatory to incorporate in the 'Agreement for Sale' or in the 'Sale Deed' as the case may be.

#### **ARTICLE- IX - BUILDING**

- 9.1** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.



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- 9.2** The Landowner/First Part shall be entitled to inspect the work of construction of his allocation during the construction of the said proposed new building or buildings of the said premises.
- 9.3** The quality of the materials to be used by the Developer in construction of the New Building or buildings shall be certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.
- 9.4** Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.
- 9.5** The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowner/First Part construct and complete the said New Building or Buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alteration modification or deviation shall be made in the proposed construction without the consent of the Landowner/First Part in writing.
- 9.6** All costs, charges and expenses, including Architect's fees or any damage, loss caused to any life or any property owing to negligence, carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the Developer and the Landowner/First Part shall bear no responsibility in this



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context. The Developer shall be liable to indemnify and hold the Landowner/First Part harmless from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages including but not limited to interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys and accountant's fees & disbursements) that have arisen against the Landowner/First Part due to any non-compliance of relevant statutes, laws, bye-laws by the Developer in the course of development of the project. Further the Developer alone shall be responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour laws, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accidents or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Landowner/First Part.

#### **ARTICLE -X COMMON FACILITIES**

- 10.1** The Developer shall pay and bear all the municipal taxes, water taxes in respect of the said premises till the date of delivery of possession of the Landowner/First Part Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 10.2** As soon as the new building or buildings is/are completed and Completion Certificate be obtained from the KMC, the Developer





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shall give notice to the Landowner/First Part along with copy of the Completion Certificate requiring the Landowner/First Part to take possession of his Allocations in the building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner/First Part shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession notice of the said Landowner/First Part allocation, payable in respect of the said Landowner/First Part allocation by the Landowner/First Part.

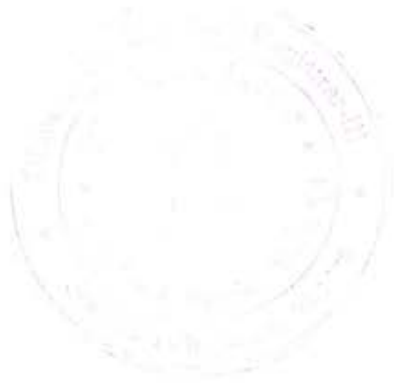
- 10.3** As and from the date of service of notice of possession of the Landowner/First Part allocation in the New building, the Landowner/First Part shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building or buildings @ Rs. 3/- per sq. ft. or such other rate as may be decided by the Flat Owners' Association after its formation in respect of the Landowner/First Part allocation, the said charges to include proportionate share of premium for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings,



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water fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation renovation replacement repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipment's, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment's, 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.

- 10.4** The Landowner/First Part 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 premises for this purpose the Landowner/First Part keeps the Developer saved, harmless and indemnified.
- 10.5** 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 owners in undisputed possession of the Landowner/First Part useable Allocation together with indivisible rights in common areas and facilities as stated herein.



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2. 2/12

**ARTICLE XI - COMMON RESTRICTIONS**

- 11.1** The Landowner/First Part Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 11.2** The Landowner/First Part shall not use or permit to use the Landowner/First Part allocation/Developer's Allocation in the new building or buildings 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.
- 11.3** 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.
- 11.4** The parties shall abide by all laws, Bye-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, Bye laws, Rules and Regulations.
- 11.5** 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



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respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

- 11.6** The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7** No goods or other items/materials shall be kept by the Landowner/First Part 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 or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall entitled to remove the same at the risk and cost of the other.
- 11.8** 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.





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**11.9** The Landowner/First Part 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/First Part 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.

**ARTICLE XII – OBLIGATIONS OF THE LANDOWNER/FIRST PART**

**12.1** The Landowner/First Part hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner/First Part shall have the right to supervise the construction of the new building or buildings at the said premises personally.

**12.2** The Landowner/First Part hereby agrees and covenants 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 or at the said premises subject to the delivery of the undisputed possession of the Landowner/First Part allocation to the Landowner/First Part by the Developer's within specific period.



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- 12.3** The Landowner/First Part hereby agrees and covenants with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowner/First Part allocation to the Landowner/First Part by the Developer.
- 12.4** The Landowner/First Part shall cause to be joined such person or persons as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.
- 12.5** The Landowner/First Part shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.
- 12.6** Upon the Developer's constructing and delivering possession to the Landowner/First Part of the Landowner/First Part allocation, the Landowner/First Part shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.
- 12.7** In case Developer needs to amalgamate the First Schedule land with any other adjacent land for betterment of the project, the same will be allowed without any objection and claim thereon by the Landowner/First Part.
- 12.8** The Landowner/First Part shall pay to the Developer one-time charge of Rs. 1,50,000/- Per Flat/unit towards reimbursement of installations



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of generators, common electric meter, transformer, individual electric meter etc in support of allocated area of Landowner/First Part.

**12.9** That in terms of earlier Development Agreement dated 16-02-2018, the Land Owner herein is entitled to get built up area in Flat measuring 7564 sq. ft., but hereby allotted or getting 7448 sq. ft. therefore the Developer undertakes to pay a sum of Rs. 6,96,000/- (Six Lacs Ninety Six thousand) to the Landowner against said excess area measuring 116 Sq. ft. @ Rs. 6000/- per sq. ft. at the time of delivery of possession his allocated area.

**12.10** That the Landowner/First Part shall not and cannot sale, enter into any sorts of Agreement or encumber his allocated Flat/s or any part thereof less than the Price to be fixed by the Developer until possession of Landowner's allocation be handed over to him.

### **ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER**

**13.1** The Developer hereby agrees and covenants with the Landowner/First Part to complete the construction delivery of the possession of the Landowner/First Part of the new building or buildings at the said First Schedule premises in terms of the sanction plan within a period of **36 (Thirty Six) months** from the date of execution of the agreement and if it is not at all possible to complete the construction a further time of 6 (Six) months will be provided.

**13.2** That In case of Failure or delay in handing Over Possession of the Owner's allocation to the Owner within stipulated period as aforesaid, the Developer shall pay a sum of Rs. 16,666/- to the



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Landowner for each month's delay for next 6(six) months and for the rest period Rs. 666.66/- per diem till handover of possession of Landowner's allocation.

**13.3** The Developer hereby agrees and covenants with the Landowner/First Part not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.

**13.4** The Developer hereby agrees and covenants with the Landowner/First Part that from now onwards the Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.

**13.5** The Developer hereby agrees and covenants with the Landowner/First Part not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the Landowner/First Part.

**13.6** The Landowner/First Part will retain & remove the materials of demolition of the existing structure and boundary walls at his own cost.

#### **ARTICLE XIV - LAND OWNER'S INDEMNITY**

**14.1** The Landowner/First Part hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.





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**14.2** The Landowner/First Part hereby undertakes to keep the Developer indemnified against all third party claims and action against the said premises in respect of the Landowner/First Part allocation at the said premises, on and from the date of delivery of the possession of the Landowner/First Part allocation to the Landowner/First Part by the Developer.

#### **ARTICLE XV-DEVELOPERS INDEMNITY**

**15.1** The Developer hereby undertakes to keep the Landowner/First Part 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 or buildings at the said premises.

**15.2** The Developer hereby undertakes to keep the Landowner/First Part 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 premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owner share.

#### **ARTICLE XVI-MISCELLANEOUS**

**16.1** It is understood that from time to time facilitate the construction of the new building or buildings at the said premises by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner/First Part and various applications and other documents may be required to be signed or made by the



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Landowner/First Part relating to which specific provisions may not have been mentioned herein, and the Landowner/First Part hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner/First Part shall execute to 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 owner and/or go against the spirit of this Agreement.

- 16.2** The Developer shall be entitled to mortgage the schedule land and deposit the original title deeds and documents with a bank or financial institution for creation of mortgage on behalf of Landowner in favour of the lender to secure the project finance to be taken for development of the project. However, it will be the sole responsibility of the Developer to re-pay such loan liability.
- 16.3** The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof. The Landowner/First Part and the co-Landowner/First Part/flat-owner hereby agree to abide by all the Rules and Regulations of such Management/Association /Holding organization and hereby give his consent to abide by the same.
- 16.4** As and from the date of handing over possession of Landowner's allocation to Landowner in the new building or buildings, the Developer and/or its transferees and the Landowner/First Part and/or his transferees shall each be liable to pay and bear



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proportionate charges on account of applicable taxes payable in respect of their allocation.

**16.5** The Developer shall not part with possession of any portion of the Developer's Allocation to any of its transferees until and unless the Developer shall make over possession of the owner's Allocation and comply with all other obligations of the Developer to the Landowner/First Part.

**16.6** That the new building or buildings to be constructed on the said premises shall be known by a name to be fixed by the Developer and owners jointly.

#### **ARTICLE XVII- FORCE MAJURE**

The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes (including by contractor/construction agencies), lock out, transport strike, notice or prohibitory order from Municipal 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 clouds 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.



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### ARTICLE-XVIII- JURISDICTION

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

#### THE FIRST SCHEDULE ABOVE REFERRED TO

**ALL THAT** piece and parcel of 1/3<sup>rd</sup> share of land total measuring an area of 50 decimal but after physical measurement which appears to be 26 (Twenty Six) Cottahs 15 (Fifteen) Chittak 29 (Twenty Nine) Sq. ft. i.e. 1804.585 Sq. Mt. or 19424 Sq. Ft. i.e. **land measuring 8 (Eight) Cottahs 15 (Fifteen) Chittak 39 (Thirty Nine) Sq. ft. i.e. 601.528 Sq. Mt. or 6474.666 Sq. Ft.** be the same a little more or less with a brick built Tile shade structure standing thereon measuring about 100 sq. ft. in Mouza- Baishnabghata, J.L. No. 28, Dag No. 423 under Khatian No. 537, Dag No. 418 under Khatian No. 510, Dag No. 417 under Khatian No. 509, Dag No. 419 under Khatian No. 527 presently within **KMC Premises No. 139/1A, Raja Subodh Chandra Mullick Road**, Assessee No. 21-100-08-0163-3, Police Station-Patuli formerly Jadavpur, Sub-Registry Office-Alipore under Ward No.- 100 of Kolkata Municipal Corporation, Kolkata - 700084, District - 24 Parganas (South), and the entire land is butted and bounded as follows :-

**ON THE NORTH** : By Raja S. C. Mullick Road ;

**ON THE SOUTH** : By 12' feet wide passage ;

**ON THE EAST** : By Premises Nos. 141, 142 & 143 Raja S. C. Mullick Road ;

**ON THE WEST** : By Premises Nos. 136 & 173 Raja S. C. Mullick Road & partly 12' feet wide passage;





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**THE SECOND SCHEDULE ABOVE REFERRED TO  
(LANDOWNER/FIRST PART ALLOCATION)**

Shall mean and include :

- a) Flat No. 4C, measuring 1520 sq. ft. Super built up area (1126 sq. ft. built up area) on the Forth Floor as per sanction Plan;
- b) Flat No. 9A, measuring 1391 sq. ft. Super built up area (1030 sq. ft. built up area) on the Ninth Floor as per sanction Plan;
- c) Flat No. 10C, measuring 1520 sq. ft. Super built up area (1126 sq. ft. built up area) on the Tenth Floor as per sanction Plan;
- d) Flat No. 10D, measuring 1497 sq. ft. Super built up area (1109 sq. ft. built up area) on the Tenth Floor as per sanction Plan;
- e) Flat No. 11C, measuring 1520 sq. ft. Super built up area (1126 sq. ft. built up area) on the Eleventh Floor as per sanction Plan;
- f) 5 nos. of Car Parking spaces, bearing No. 17, 18, 19 in the Basement and No. 5 and 6 in the Ground Floor of the building as per Sanction Plan (all are 2Stack Parking Spaces).
- g) ALL THAT piece and parcel of 1/3<sup>rd</sup> share in undivided 50% of Total Commercial Space measuring 20400 Sq. Ft. of super built up area or 16320 sq. ft. of Carpet area i.e. undivided **Commercial area measuring 3400 Sq. ft. of Super Built up area or 2720 sq. ft.**



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**of Carpet Area** more or less on the Ground, First, Second and Third Floor with 4 numbers of the Car parking space allotted for Commercial space in the building project as per the sanctioned Building Plan ;

Together with the common areas including roof and other facilities, amenities along with undivided proportionate share or interest of the Land **AND**

- h) a sum of Rs. 1,50,00,000/- out of which Rs. 1,00,00,000/- already paid to the Landowner as per MEMO mentioned in the earlier Development Agreement and balance sum of Rs. 50,00,000/- (Fifty Lacs) paid today as per Memo mentioned herein below;

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

**ALL THAT** the **remaining** sellable area of the flats, commercial spaces and car parking spaces in the Building project as per the sanctioned Building Plan together with the common areas including roof and other facilities, amenities along with undivided proportionate share or interest of the Land.

**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.



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**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 WOODEN/STEEL**

- a) Aluminum sliding windows with large glass panes (French window if required).
- b) Door frames of Sal wood.
- c) Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. like Godrej or ISI mark.

**4. FLOORING**

- a) Flooring Vitrified tiles or marble of reputed co. drawing dining tiles size should be 2' X 2' square or slab.

**5. KITCHEN**

- 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").



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- b) Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c) White sanitary ware of ISI mark with CP. fittings, Bathroom sanitary ware from global reputed Co. and use taps and shower fitting should from reputed global brand.
- d) Provision for exhaust fan.

**7. LIFT-** Lift for all co-owner and should be of global reputed company.

**8. ELECTRICAL**

- a) PVC conduit pipes with copper wiring
- b) 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen T.V. connection should be in all bed room and dining rooms.
- c) M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors 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 all lobbies and all floors of the Building and the vacant area of the project.

- a) Electrical Calling Bell point at entrance of the residential flats.
- b) Concealed Telephone point in living room and all the Bedrooms.
- c) T. V. point in living room and all the Bedrooms.





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- d) Common lighting, street lighting to be of electrical.

**11. SPECIAL FEATURES**

- a) Common Staff toilet in ground floor.
- b) Deep tube-well 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 Landowner/First Part and/or Landowner/First Part and/or other occupiers of the said buildings of 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 unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit throughout pipes, drains wires and



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conduits or beings in under throughout 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 while 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.
2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.



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4. Lift well
5. Lift plant installation
6. Lift room.
7. Common passage and lobby on the ground floor excepting for parking space area if any.
8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring meter room.
10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
11. Drainage, sewers and pipes from the building to the Kolkata Municipal Corporation drainage.
12. Pump room.
13. Boundary walls and main gates.
14. Ventilation duct.
15. 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.



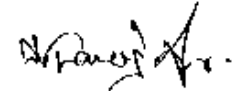
DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
08 FEB 2022

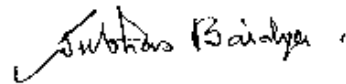
**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

In presence of

WITNESSES :-

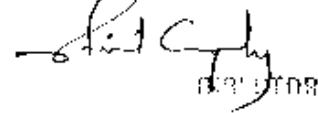
1.   
Mahamoyee School Road.  
Poria, Kolkata - 84.



**SIGNATURE OF THE LAND OWNER**

2. Hebohrata Mazumder.  
159, Garca Station Road.  
KOL - 84

GANGBLY NAME ADDRESS PHONE NUMBER

  
DEVELOPER

**SIGNATURE OF THE DEVELOPER**





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**MEMO**

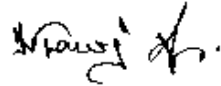
Received and acknowledge a sum of **Rs. 50,00,000/- (Fifty Lacs)** only from the Developer in the following manner :

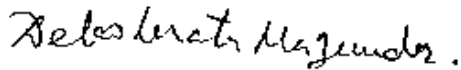
1. By Cheque No. 000791, dated 11.03.22 of  
ICICI Bank, Garia Branch, Kol - 47 Rs. 45,00,000/-
2. T.D.S @ 10% on Rs. 50,00,000/- Rs. 5,00,000/-

**SIGNED, SEALED & DELIVERED**

In presence of

WITNESSES :-

1. 

2. 



**SIGNATURE OF THE LAND OWNER**

**Drafted by:-**

  
**SOMA CHAKRABORTY**  
Advocate.

Baruipur Civil Court  
WB - 2618/99



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**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Surbao Baidya*

|                   | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|-------------------|---------------|-------------|---------------|-------------|---------------|
| <b>LEFT HAND</b>  |               |             |               |             |               |
|                   | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| <b>RIGHT HAND</b> |               |             |               |             |               |



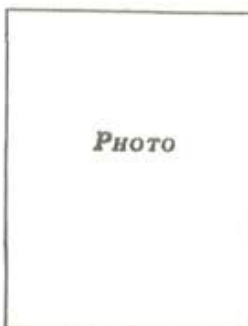
*Sudhakar Singh*

|                   | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|-------------------|---------------|-------------|---------------|-------------|---------------|
| <b>LEFT HAND</b>  |               |             |               |             |               |
|                   | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| <b>RIGHT HAND</b> |               |             |               |             |               |



*Debabrata Meher*

|                   | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|-------------------|---------------|-------------|---------------|-------------|---------------|
| <b>LEFT HAND</b>  |               |             |               |             |               |
|                   | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| <b>RIGHT HAND</b> |               |             |               |             |               |



|                   | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|-------------------|---------------|-------------|---------------|-------------|---------------|
| <b>LEFT HAND</b>  |               |             |               |             |               |
|                   | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| <b>RIGHT HAND</b> |               |             |               |             |               |



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
08 FEB 2022



भारत सरकार  
GOVERNMENT OF INDIA



नाम: सुब्रह्मण्य राय  
पिता: सुब्रह्मण्य राय  
पता: 6258 2397 1241  
मूल निवासी स्थान: भारत  
पिन कोड: 6258



6258 2397 1241

आधार - साधारण मान्यतेर अधिकार

*Subrahmanya Ray*

*S. Subrahmanya Ray*



भारतीय विशिष्ट पहिचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: एन.ए.ए. रोड, नई दिल्ली-110002  
फोन: 011-26129100  
वेबसाइट: www.uidai.gov.in

मिशन: विशिष्ट पहिचान प्रदान करना  
सर्वोच्च सुरक्षा प्रदान करना  
सर्वोच्च गुणवत्ता प्रदान करना  
प्रमाणित पहिचान प्रदान करना  
सुरक्षा





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



AMIT GANGULY  
RANJIT GANGULY  
11/11/1977

Permanent Account Number

AIEPG3746R

Signature  
Date

*[Handwritten Signature]*





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

गंगुली होम सर्च प्राइवेट लिमिटेड  
GANGULY HOME SEARCH  
PRIVATE LIMITED

30/06/2008

Permanent Account Number  
AADCG2860J

Signature



GANGULY HOME SEARCH PRIVATE LIMITED

*[Handwritten Signature]*

DIRECTOR





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

WB/23/109/489816



নির্বাচকের নাম : দেবরাজ মজুমদার  
Elector's Name : Debendra Majumdar  
নিজের নাম : মস্তোথি মজুমদার  
Father's Name : Santosh Majumdar  
লিঙ্গ/সেক্স : পুরুষ / M  
জন্ম তারিখ : XXXX/1975  
Date of Birth

*Debenraj Majumdar*

WB/23/109/489816

ঠিকানা:

দক্ষিণ ফার্তাবাদ, রাজপুর সোনারপুর, নরেন্দ্রপুর,  
পারগানা ৭৪ পর্গানা-700064

Address:

DAKSHIN FARTABAD RAJPUR SONARPUR  
NARENDRAPUR SOUTH 24  
PARGANAS 700064

Date

*2023/10/10*

(S1) - ১৪১৪১৪১৪১৪ ১৪১৪ ১৪১৪১৪ ১৪১৪১৪ ১৪১৪১৪ ১৪১৪১৪  
অনৈকচিত্রিতকর স্বাক্ষরিত করা, কৃত

Facsimile Signature of the Electoral  
Registration Officer for

(S1) - Sonarpur Uttar Constituency

নিজের পরিচয়পত্রের সাথে মিলিয়ে নিম্নলিখিত তথ্যের সত্যতা  
যেমন-ই-একটি মন্ত্রকের মন্ত্রক বা অন্য কোনো মন্ত্রকের  
কোন নির্বাচন সংক্রান্ত কাজে ব্যবহার করা হবে।  
In case of change of electoral constituency first and No.  
in the relevant form for a change from name in the  
part of the claimed address and a return of the card  
with this number 179/753



आयुक्त विभाग  
INDIA DELHI

भारत सरकार  
GOVT OF INDIA

SUGHAS BAIDYA  
SATISH CHANDRA BAIDYA

23/01/1947

Permanent Account Number

AEIPB83770

Signature



*Sughas Baidya*



### Major Information of the Deed

|  |  |                                 |                      |
|--|--|---------------------------------|----------------------|
| Deed No :  | I-1603-02084/2022  | Date of Registration            | 09/02/2022           |
| Query No / Year  | 1603-2000362524/2022   | Office where deed is registered | 1603-2000362524/2022 |
| Query Date   | 31/01/2022 6:16:23 PM  |                                 |                      |
| Applicant Name, Address & Other Details                      | Soma Chakraborty<br>Baruipur Civil Court,Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 8335047751, Status : Advocate |                                 |                      |
| Transaction  | Additional Transaction   |                                 |                      |
| [0110] Sale, Development Agreement or Construction agreement | [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]   |                                 |                      |
| Set Forth value  | Market Value   |                                 |                      |
|  | Rs. 2,77,10,020/-  |                                 |                      |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |                      |
| Rs. 40,011/- (Article:48(g))                                 | Rs. 50,039/- (Article:E, B)  |                                 |                      |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                 |                      |

### Land Details :

District: South 24 Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S. C. Mullick Road, Premises No: 139/A, Ward No: 100 JI No: 28, Pin Code : 700084

| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land               | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|----------------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :-)     |                | Bastu                 | 8 Katha 15 Chatak 39 Sq Ft |                         | 2,76,42,520/-         | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>14.8363Dec</b>          | <b>0 /-</b>             | <b>276,42,520 /-</b>  |                     |

### Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1     | On Land L1        | 100 Sq Ft.        | 0/-                     | 67,500/-              | Structure Type: Structure |

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

|                |                  |             |                  |
|----------------|------------------|-------------|------------------|
| <b>Total :</b> | <b>100 sq ft</b> | <b>0 /-</b> | <b>67,500 /-</b> |
|----------------|------------------|-------------|------------------|





**Land Lord Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>Shri SUBHAS BAIDYA</b><br>Son of Late SATISH CHANDRA BAIDYA BAIDYA BHAWAN, 8, PRANABANANDA ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/02/2022<br>, Admitted by: Self, Date of Admission: 08/02/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 08/02/2022<br>, Admitted by: Self, Date of Admission: 08/02/2022 ,Place : Pvt. Residence |

**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>GANGULY HOME SEARCH PRIVATE LIMITED</b><br>167 GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AAxxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>Shri AMIT GANGULY (Presentant )</b><br>Son of Late RANJIT GANGULY 174 GARIA STATION ROAD, 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, , PAN No.:: Alxxxxxx6R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : GANGULY HOME SEARCH PRIVATE LIMITED (as DIRECTOR) |

**Identifier Details :**

| Name   | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| <b>Shri DEBOBRATA MAZUMDER</b><br>Son of Late SANTOSH KUMAR MAZUMDER<br>159, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 |       |              |           |

Identifier Of Shri SUBHAS BAIDYA, Shri AMIT GANGULY

**Transfer of property for L1**

| Sl.No | From               | To. with area (Name-Area)                       |
|-------|--------------------|---|
| 1     | Shri SUBHAS BAIDYA | GANGULY HOME SEARCH PRIVATE LIMITED-14 8363 Dec |

**Transfer of property for S1**

| Sl.No | From               | To. with area (Name-Area)                              |
|-------|--------------------|--|
| 1     | Shri SUBHAS BAIDYA | GANGULY HOME SEARCH PRIVATE LIMITED-100.00000000 Sq Ft |







On 07-02-2022

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,77,10,020/-



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

On 08-02-2022

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

Presented for registration at 21:00 hrs on 08-02-2022, at the Private residence by Shri AMIT GANGULY ,

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

Execution is admitted on 08/02/2022 by Shri SUBHAS BAIDYA, Son of Late SATISH CHANDRA BAIDYA, BAIDYA BHAWAN, 8, PRANABANANDA ROAD, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Identified by Shri DEBOBRATA MAZUMDER, , Son of Late SANTOSH KUMAR MAZUMDER, 159, GARIA STATION ROAD, 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 08-02-2022 by Shri AMIT GANGULY, 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, 159, GARIA STATION ROAD, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service



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

On 09-02-2022

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 50,039/- ( B = Rs 50,000/- ,E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2022 1:32PM with Govt. Ref. No: 192021220175388841 on 01-02-2022, Amount Rs: 50,007/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 706834983 on 01-02-2022, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 40,001/-

**Description of Stamp**

1 Stamp: Type: Impressed, Serial no 033776, Amount: Rs.10/-, Date of Purchase: 19/01/2022, Vendor name: T K Purakyastho

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2022 1:32PM with Govt. Ref. No: 192021220175388841 on 01-02-2022, Amount Rs: 40,001/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 706834983 on 01-02-2022, Head of Account 0030-02-103-003-02



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



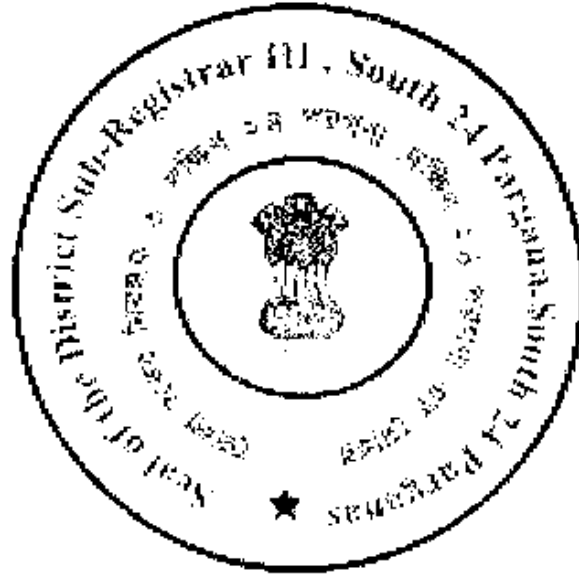


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 65602 to 65660

being No 160302084 for the year 2022.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2022.02.10 17:47:02 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/02/10 05:47:02 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)