

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the Document is Admitted to Registration. The Signature Sheet/Sheets The Endorsement Sheet/Sheets Amended with this Rocument are the Part of this Document

Additional District Sub-Registrar Barasat, North 24 Parganas

2 8 FEB 2024

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 28 hday of felinary.
Two Thousand Twenty Four (2024).

BETWEEN

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Ann years of direct transections

(1) SRI MALAY BHADRA, (PAN - ASQPB9972Q and Voter ID No. CKW1188598), son of Late Subhas Bhadra, by occupation Business, residing at 2, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata - 700130, District: North 24-Pargans, West Bengal, (2) SRI AMAL MAJHI, (PAN – AVNPM6647D and Voter ID No. CKW5331632), son of Sri Harekanta Majhi, by occupation Business, residing at 3, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata -700130, District: North 24-Pargans, West Bengal, (3) SMT. NUPUR MAJHI, (PAN -CADPM6208F and Voter ID No. CKW5331640), wife of Sri Amal Majhi, by occupation Housewife, residing at 3, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata – 700130, District: North 24-Pargans, West Bengal, (4) SMT. MANIKA ROY, (PAN - ARFPR6539R and Voter ID No. CKW4137733), wife of Sri Joydeep Roy, by occupation Housewife, residing at Biresh Pally (South), P.O. Madhyamgram, P.S. Madhyamgram, Kolkata ÷ 700129, District: North 24-Pargans, West Bengal, (5) SRI RAJESH DUTTAGUPTA, (PAN - AKJPID4508K and Voter ID No. WB/13/090/0849576), son of Late Ranjit Duttagupta, by occupation Business, residing at Biresh Pally (South), P.O. Madhyamgram, P.S. Madhyamgram, Kolkata - 700129, District: North 24-Pargans, West Bengal, AND (6) SMT. ANJANA BHADRA, (PAN - BISBPB6834K and Voter ID No. CKW3392164), wife of Sri Malay Bhadra, by occupation Housewife, residing at 2, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata - 700130, District: North 24-Pargans, West Bengal, all are by faith Hindu, hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the ONE PART.

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#### AND

M/S. SANGORA REALESTATES, a Partnership firm having its office at 90/189/1/1, P.K. Guha Road, P.O. & P.S. Dum Dum, Kolkata - 700 028, District (PAH NO - AFEFS 5221E) of North 24-Parganas, represented by its Partners namely (1) SRI BISHAL SAHA, (PAN - KDEPS7578J and Aadhaar No. 539998988882 and Voter ID No. RXC1882851), son of Sri Gopal Saha, by faith - Hindu, by occupation business, by nationality - Indian, residing at 189/1, P.K. Guha Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District of North 24-Parganas, West Bengal, (2) ABDUL RASHED MONDAL, (PAN - BEOPM9179M and Aadhaar No. 940091549534 and Voter ID No. GGC2116994), son of Abdul Mazid Mondal, by faith - Islam, by occupation Business, by nationality - Indian, residing at Mondalganthi, KaiKhali, P.O. & P.S. Airport, Kolkata - 700052, District: North 24-Parganas, West Bengal, AND (3) SRI DEWKI NANDAN AGARWAL, (PAN - AFQPA6548A, and Aadhaar No. 858436901315 and ID No. BWC2395655), son of Late Giridhari Lal Agarwal, by faith - Hindu, by occupation Business, by nationality - Indian, residing at 36, Post Office Road, P.O. & P.S. Dum Dum, Kolkata-700028, District: North 24-Parganas, West Bengal, hereinafter called the 'PROMOTER/DEVELOPER/CONFIRMING PARTY' (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS one Sri Tarun Kanti Ghosh, Sri Malay Bhadra and Sri Amal Majhi, was absolutely seized and possessed ALL THAT piece and parcel of land measuring 22 decimal (R.S. Dag No. 742/911 under Khatian No. 104, land measuring 7 decimal and R.S. Dag No. 742/911 under Khatian No. 385, land measuring 15 decimal) more or less lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, within municipal limits of Madhyamgram

Municipality, Ward No. 23, District: 24-Parganas, purchased from Sri Sunil Bhattacharya, Sri Anil Chandra Bhattacharya, Sri Shyamal Bhattacharya, Smt. Anusuya Bhattacharya, Smt. Debjani Mukherjee, Smt. Apara Das, Smt. Dipti Bhattacharya, Sri Amitava Bhattacharya, Smt. Lipika Bhattacharya and Smt. Malati Bhattacharya, on taking valuable consideration through a registered Deed of conveyance which was executed on 22.05.2009 and registered on 21.10.2011 and the same was copied in Book No. I, CD Volume No. 19, Pages 4066 to 4085, Being No. 5509, for the year 2011 at the Office of Additional District Sub-Registrar Barasat, District: 24-Parganas.

AND WHEREAS by a Registered Deed of Partition executed and registered dated 11th May 2017 made between Sri Amal Majhi, therein described as the First party of the One part, Sri Tarun Kanti Ghosh, therein described as the Second party of the Second part, and Sri Malay Bhadra, therein described as the Third party of the Third parts and the said Deed was registered in the office of District Sub-Registrar -III Barasat, 24-Parganas (North), recorded in Book No. I, Volume No. 1525-2017, Pages 86753 to 86775, Being No. 3892 for the year 2017, after partition the said Sri Amal Majhi got ALL THAT piece and parcel of land measuring 4 Cottahs 7 Chittacks 0 Sq. ft. equivalent to 7.33 Decimal more or less marked as Plot No. '1' lying and situated at Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 782/911, L.R. Dag No. 4377, R.S. Khatian No. 104 and 385, L.R. Khatian No. 3228, in the District 24-Parganas (North) morefully described in the Schedule 'KHA' thereunder written. Sri Tarun Kanti Ghosh got ALL THAT piece and parcel of land measuring 4 Cottahs 7 Chittacks 0 Sq. ft. equivalent to 7.33 Decimal more or less marked as Plot No. '2' lying and situated at Mouza - Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 782/911, L.R. Dag No. 4377, R.S. Khatian No. 104 and 385, L.R. Khatian No. 3229, in the District 24-Parganas (North) morefully described in the Schedule 'GA' thereunder written, AND Sri Malay Bhadra got

ALL THAT piece and parcel of land measuring 4 Cottahs 7 Chittacks 0 Sq. ft. equivalent to 7.33 Decimal more or less marked as Plot No. '3' lying and situated at Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 782/911, L.R. Dag No. 4377, R.S. Khatian No. 104 and 385, L.R. Khatian No. 3227, in the District 24-Parganas (North) morefully described in the Schedule 'GHA' thereunder written.

AND WHEREAS said Sri Amal Majhi himself also purchased of ALL THAT piece and parcel of land measuring 6 ½ decimal more or less lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/909 under Khatian No. 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Sunil Bhattacharya, Sri Anil Chandra Bhattacharya, Sri Shyamal Bhattacharya, Smt. Anusuya Bhattacharya, Smt. Debjani Mukherjee, Smt. Apara Das, Smt. Dipti Bhattacharya, Sri Amitava Bhattacharya, Smt. Lipika Bhattacharya and Smt. Malati Bhattacharya, on taking valuable consideration through a registered Deed of conveyance which was executed on 22.05.2009 and registered on 21.10.2011 and the same was copied in Book No. I, CD Volume No. 19, Pages 4042 to 4065, Being No. 5508, for the year 2011 at the Office of A.D.S.R.. Barasat, District: 24-Parganas.

AND WHEREAS said Sri Tarun Kanti Ghosh himself also purchased of ALL THAT piece and parcel of land measuring 7 decimal more or less lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/909 under Khatian No. 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Sunil Bhattacharya, Sri Anil Chandra Bhattacharya, Sri Shyamal Bhattacharya, Smt. Anusuya Bhattacharya, Smt. Debjani Mukherjee, Smt. Apara Das, Smt. Dipti Bhattacharya, Sri Amitava Bhattacharya; Smt. Lipika Bhattacharya and

Smt. Malati Bhattacharya, on taking valuable consideration through a registered Deed of conveyance which was executed on 22.05.2009 and registered on 21.10.2011 and the same was copied in Book No. I, CD Volume No. 19, Pages 4086 to 4109, Being No. 5510, for the year 2011 at the Office of A.D.S.R.. Barasat, District: 24-Parganas.

AND WHEREAS said Sri Malay Bhadra himself also purchased of ALL THAT piece and parcel of land measuring 6 ½ de. more or less lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/909 under Khatian No. 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District . 24-Parganas purchased from Sri Sunil Bhattacharya, Sri Anil Chandra Bhattacharya, Sri Shyamal Bhattacharya, Smt. Anusuya Bhattacharya, Smt. Debjani Mukherjee, Smt. Apara Das, Smt. Dipti Bhattacharya, Sri Amitava Bhattacharya, Smt. Lipika Bhattacharya and Smt. Malati Bhattacharya, on taking valuable consideration through a registered Deed of conveyance which was executed on 22.05.2009 and registered on 25.10.2011 and the same was copied in Book No. I, CD Volume No. 19, Pages 4828 to 4851, Being No. 5558, for the year 2011 at the Office of A.D.S.R.. Barasat, District: 24-Parganas.

AND WHEREAS said Sri Amal Majhi by a registered Deed of Gift which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 99065 to 99080, Being No. 4945, for the year 2017 at the Office of D.S.R.. –III, Barasat, District: 24-Parganas, gifted land measuring 3 Cottahs 13 Chittacks 0 Sq. ft. more or less (in physical position after deducting the land measuring 1 Chittack 41 Sq. ft. for Passage out of the total land measuring 3 Cottahs 14 Chittacks 41 Sq. ft.) along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in

Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/909 under Khatian No. 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas in favour of his wife Smt. Nupur Majhi.

AND WHEREAS Smt. Manika Roy purchased ALL THAT piece and parcel of land measuring 2 Cottahs 8 Chittacks 0 Sq. ft. more or less along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata - 700129, comprised in Mouza - Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under Khatian No. 104, 385 R.S. Dag No. 742/909 under Khatian No. 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Tarun Kanti Ghosh and Sri Malay Bhadra, (from Sri Tarun Kanti Ghosh land area 8 Chittacks of R.S. Dag No. 742/911, R.S. Khatian No. 104, land area 5 Chittacks of R.S. Dag No. 742/911, R.S. Khatian No. 385, and land area 12 Chittacks 30 Sq.Ft. of R.S. Dag No. 742/909, R.S. Khatian No. 20, and from Sri Malay Bhadra land area 4 Chittacks of R.S. Dag-Nor-742/911, R.S. Khatian No. 104, land area 3 Chittacks of R.S. Dag No. 742/911, R.S. Khatian No. 385, and land area 7 Chittacks 15 Sq.Ft. of R.S. Dag No. 742/909, R.S. Khatian No. 20), on taking valuable consideration through a registered Deed of conveyance which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 98931 to 98953, Being No. 4951, for the year 2017 at the Office of D.S.R., -III, Barasat, District: 24-Parganas.

AND WHEREAS Sri Rajesh Duttagupta purchased ALL THAT piece and parcel of land measuring 2 Cottahs 8 Chittacks 0 Sq. ft. more or less along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian No. 104, 385, (land area 10 Chittacks of R.S. Dag No. 742/911, R.S. Khatian No. 104, land area 10 Chittacks of R.S. Dag No. 742/911), R.S. Dag No. 742/909 under

R.S. Khatian No. 20, land area 1 Cottah 4 Chittacks 0 Sq.ft. Chittacks, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Malay Bhadra, on taking valuable consideration through a registered Deed of conveyance which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 98992 to 99010, Being No. 4948, for the year 2017 at the Office of D.S.R.. –III, Barasat, District: 24-Parganas.

AND WHEREAS said Malay Bhadra by a registered Deed of Gift which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 99011 to 99028, Being No. 4947, for the year 2017 at the Office of D.S.R., –III, Barasat, District: 24-Parganas, gifted land measuring 3 Cottahs 12 Chittacks 30 Sq. ft. more or less (land area 14 Chittacks 30 Sq.Ft. of R.S. Dag No. 742/911, R.S. Khatian No. 104, land area 13 Chittacks of R.S. Dag No. 742/911, R.S. Khatian No. 385, and land area 2 Cottahs 1 Chittack 0 Sq. ft. of R.S. Dag No. 742/909, R.S. Khatian No. 20), along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag Nos. 742/911 & 742/909 under R.S. Khatian Nos. 104, 385 & 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas in favour of his wife Smt. Anjana Bhadra.

AND WHEREAS said Smt. Nupur Maji purchased ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittacks 0 Sq. ft. more or less along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, (land area 6 Chittacks of R.S. Dag No. 742/911, R.S. Khatian No. 104, land area 6 Chittacks of

R.S. Dag No. 742/911), R.S. Khatian No. 385, land area 12 Chittacks of R.S. Dag No. 742/909 under R.S. Khatian No. 20), within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Tarun Kanti Ghosh, on taking valuable consideration through a registered Deed of conveyance which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 98973 to 98991, Being No. 4949, for the year 2017 at the Office of D.S.R.. –III, Barasat, District: 24-Parganas.

AND WHEREAS said Sri Amal Majhi purchased ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittacks 0 Sq. ft. more or less along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, (land area 6 Chittacks of

R.S. Dag No. 742/911, R.S. Khatian No. 104, land area 6 Chittacks of R.S. Dag No. 742/911), R.S. Khatian No. 385, land area 12 Chittacks of R.S. Dag No. 742/909 under R.S. Khatian No. 20), within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Tarun Kanti Ghosh, on taking valuable consideration through a registered Deed of conveyance which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 98954 to 98972, Being No. 4950, for the year 2017 at the Office of D.S.R.. –III, Barasat, District: 24-Parganas.

AND WHEREAS said Sri Tarun Kanti Ghosh by a registered Deed of Gift which was executed and registered on 02.06.2017 and the same was copied in Book No. I, Volume No. 1525-2017, Pages 99047 to 99064, Being No. 4946, for the year 2017 at the Office of D.S.R.. –III, Barasat, District: 24-Parganas, gifted land measuring 1 Cottah 12 Chittacks 30 Sq. ft. more or less (land area

6 Chittacks 15 Sq.Ft. of R.S. Dag No. 742/911, R.S. Khatian No. 104, land area 6 Chittacks 15 Sq.Ft. of R.S. Dag No. 742/911, R.S. Khatian No. 385, and land area 1 Cottah 0 Chittack 0 Sq. ft. of R.S. Dag No. 742/909, R.S. Khatian No. 20), along with R.T.S. measuring 100 sq.ft. lying and situated at Holding No. 159, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag Nos. 742/911 & 742/909 under R.S. Khatian Nos. 104, 385 & 20, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas in favour of his son Sri Subharup Ghosh.

AND WHEREAS after the aforesaid gift said Sri Tarun Kanti Ghosh remaining rest portion absolutely seized and possessed ALL THAT piece and parcel of Bastu land measuring about 1 Cottah 2 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/13, Biresh Pally (South), Kolkata – 700129, appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, L.R. Dag No. 4377 under L.R. Khatian No. 3229, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS said Sri Subharup Ghosh, became the absolutely owner of ALL THAT piece and parcel of Bastu land measuring about 1 Cottah 12 Chittak 30 sq.ft. more of less lying and situated at Holding No. 159/16, Biresh Pally (South), Kolkata – 700129, appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R, Khatian Nos. 3618, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter

mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS Sri Amal Majhi, purchased ALL THAT piece and parcel of land measuring 2 Cottahs 14 Chittacks 30 Sq. ft. more or less lying and situated at Holding No. 159/13 & 159/16, Biresh Pally (South), Kolkata -700129, comprised in Mouza - Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag Nos. 742/911 & 742/909, L.R. Dag Nos. 4377 & 4351 under R.S. Khatian Nos. 104, 385 & 20, L.R.. Khatian Nos. 3229 & 3618, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas purchased from Sri Tarun Kanti Ghosh and Sri Malay Bhadra, (from Sri Tarun Kanti Ghosh land area 1 Cottah 2 Chittacks 0 sq.ft. of R.S. Dag No. 742/911, L.R. Dag No. 4377 under R.S. Khatian Nos. 104 & 385, and from Sri Subharup Ghosh land area 0 Cottah 12 Chittaks 30 sq.ft. of R.S. Dag No. 742/909, L.R. Dag No. 4351 under R.S. Khatian No. 20, and land area 1 Cottah 0 Chittak 0 sq.ft. of R.S. Dag No. 742/911, L.R. Dag No. 4377 under R.S. Khatian No. 20), on taking valuable consideration through a registered Deed of conveyance which was executed and registered on 01.11.2021 and the same was copied in Book No. I, Volume No. 1503-2021, Pages 365602 to 365630, Being No. 8063, for the year 2021 at the Office of Additional District Sub-Registrar Barasat, District: 24-Parganas.

and possessed ALL THAT piece and parcel of Bastu land measuring about 1 Cottah 2 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/14, Biresh Pally (South), Kolkata – 700129, appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, L.R. Dag No. 4377 under L.R. Khatian No. 3227, within municipal limits of Madhyamgram Municipality, Ward No. 23,

District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS said Sri Amal Majhi at present absolutely seized and possessed ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 7 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/19, Biresh Pally (South), Kolkata - 700129, Bastu land measuring about 2 Cottahs 3 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/18, Biresh Pally (South), Kolkata - 700129, Bastu land measuring about 1 Cottah 2 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/13, Biresh Pally (South), Kolkata - 700129, and Bastu land measuring about 1 Cottah 12 Chittacks 30 sq.ft. more of less lying and situated at Holding No. 159/16, Biresh Pally (South), Kolkata - 700129, in total land measuring about 9 Cottah 8 Chittacks 30 sq.ft. more of less appertaining to Mouza - Chakraghata, J.L. No. R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R. Khatian No. 3228, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS said Smt. Nupur Majhi at present absolutely seized and possessed ALL THAT piece and parcel of Bastu land measuring about 2 Cottahs 3 Chittaks 0 sq.ft. more of less lying and situated at Holding No. 159/20, Biresh Pally (South), Kolkata – 700129, and Bastu land measuring about 3 Cottahs 13 Chittaks 0 sq.ft. more of less lying and situated at Holding No. 159/21, Biresh Pally (South), Kolkata – 700129, in total land measuring about 6 Cottahs 0 Chittack 0 sq.ft. more of less appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104

& 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R. Khatian No. 3426, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS said Manika Roy at present absolutely seized and possessed ALL THAT piece and parcel of Bastu land measuring about 2 Cottahs 8 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/12, Biresh Pally (South), Kolkata – 700129, appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R. Khatian No. 3617, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS said Sri Rajesh Duttagupta at present absolutely seized and possessed ALL THAT piece and parcel of Bastu land measuring about 2 Cottahs 8 Chittacks 0 sq.ft. more of less lying and situated at Holding No. 159/17, Biresh Pally (South), Kolkata – 700129, appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R. Khatian No. 3616, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS said Smt. Anjana Bhadra, at present absolutely seized and possessed ALL THAT piece and parcel of Bastu land measuring about

3 Cottahs 12 Chittacks 30 sq.ft. more of less lying and situated at Holding No. 159/15, Biresh Pally (South), Kolkata – 700129, appertaining to Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R. Khatian Nos. 3619, within municipal limits of Madhyamgram Municipality, Ward No. 23, District: 24-Parganas and thereafter mutated his name in the records of B.L. & L.R.O. and in the assessment record of Madhyamgram Municipality by paying taxes and revenues to the competent authority.

AND WHEREAS thereafter said (1) SRI MALAY BHADRA, (2) SRI AMAL MAJHI, (3) SMT. NUPUR MAJHI, (4) SMT. MANIKA ROY, (5) SRI RAJESH DUTTAGUPTA AND (6) SMT. ANJANA BHADRA, the owners herein jointly applied before the Chairman, Madhyamgram Municipality for amalgamation of their respective plots of total lands measuring 25 Cottahs 7 Chittaks 15 sq.ft. marked being Holding Nos. 159/14, 159/19, 159/18, 159/13, 159/16, 159/20, 159/21, 159/12, 159/17 & 159/15 Biresh Pally (South), Kolkata - 700129 respectively and the Councillors of Madhyamgram Municipality has been pleased to amalgamate into one plot of land being 159/12, Biresh Pally (South), Kolkata - 700129, and by paying taxes and revenues to the competent authority. The aforesaid property is free from all encumbrances and charges and fully described in the Schedule 'A' herein below.

AND WHEREAS the owners herein obtained a sanctioned building Plan for construction of the building from the Madhyamgram Municipality being Plan No. 26/MM/2023-24, dated 1.08.2023.

AND WHEREAS the owners are desirous to develop the aforesaid property but could not do it themselves and the Developer knowing the intention of the owners approaches them to authorize the Developers to develop the said property and to construct a multi storied-building consisting of two blocks on the said property to which the owners agree.

AND WHEREAS upon the aforesaid representation of the owners and subject to verification of title of the owners concerning the said premises, the promoter/developer has agreed to develop the said premises by constructing a multi stored building on the land measuring 25 Cottahs 7 Chittacks 15 sq.ft. more or less in accordance with the said sanctioned building plan on the terms and conditions hereinafter appearing.

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

1.a) OWNERS shall mean (1) SRI MALAY BHADRA, (PAN -ASQPB9972Q and Voter ID No. CKW1188598), son of Late Subhas Bhadra, by occupation Business, residing at 2, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata - 700130, District: North 24-Pargans, West Bengal, (2) SRI AMAL MAJHI, (PAN - AVNPM6647D and Voter ID No. CKW5331632), son of Sri Harekanta Majhi, by occupation Business, residing at 3, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata - 700130, District: North 24-Pargans, West Bengal, (3) SMT. NUPUR MAJHI, (PAN -CADPM6208F and Voter ID No. CKW5331640 ), wife of Sri Amal Majhi, by occupation Housewife, residing at 3, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata – 700130, District: North 24-Pargans, West Bengal, (4) SMT. MANIKA ROY, (PAN - ARFPR6539R and Voter ID No. CKW4137733), wife of Sri Joydeep Roy, by occupation Housewife, residing at Biresh Pally (South), P.O. Madhyamgram, P.S. Madhyamgram, Kolkata - 700129, District: North 24-Pargans, West Bengal, (5) SRI RAJESH DUTTAGUPTA, (PAN -AKJPID4508K and Voter ID No. WB/13/090/0849576), son of Late Ranjit Duttagupta, by occupation Business, residing at Biresh Pally (South), P.O. Madhyamgram, P.S. Madhyamgram, Kolkata - 700129, District: North 24-Pargans, West Bengal, AND (6) SMT. ANJANA (PAN - BISBPB6834K and Voter ID No. CKW3392164), wife of

Sri Malay Bhadra, by occupation Housewife, residing at 2, Chandighar, Madhyamgram, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata – 700130, District: North 24-Pargans, West Bengal, all are by faith Hindu, their respective heirs, executors, administrators, successors and legal representatives.

- PRMOTER/DEVELOPER M/S. SANGORA shall mean: REALESTATES, a Partnership firm having its office at 90/189/1/1, P.K. Guha Road, P.O. & P.S. Dum Dum, Kolkata - 700 028, District of North 24-Parganas, represented by its Partners namely (1) SRI BISHAL SAHA, (PAN -KDEPS7578J and Aadhaar No. 539998988882 and Voter ID No. RXC1882851), son of Sri Gopal Saha, by faith - Hindu, by occupation business, by nationality - Indian, residing at 189/1, P.K. Guha Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District of North 24-Parganas, West Bengal, (2) ABDUL RASHED MONDAL, (PAN + BEOPM9179M and Aadhaar No. 940091549534 and Voter ID No. GGC2116994), son of Abdul Mazid Mondal, by faith - Islam, by occupation Business, by nationality - Indian, residing at Mondalganthi, KaiKhali, P.O. & P.S. Airport, Kolkata - 700052, District: North 24-Parganas, West Bengal, AND (3) SRI DEWKI NANDAN AGARWAL, (PAN -AFQPA6548A and Aadhaar No. 858436901315 and ID No. BWC2395655), son of Late Giridhari Lal Agarwal, by faith - Hindu, by occupation Business, by nationality - Indian, residing at 36, Post Office Road, P.O. & P.S. Dum Dum, Kolkata-700028, District: North 24-Parganas, West Bengal, its heirs executors administrators assigns successors.
  - 1.c) TITLE DEED AND DOCUMENTS shall mean all the documents referred to herein above and all documents of title in respect of the aforesaid property as described in the Schedule 'A'.
  - 1.d) PREMISES shall mean the Holding No. 159/12, Biresh Pally (South), Kolkata 700129, within the municipal limits of Madhyamgram Municipality more fully and particularly described in the Schedule 'A' hereunder written.

- 1.e) BUILDING shall mean the building or buildings to be constructed on the said premises/holding.
- 1.f) COMMON FACILITIES AND AMENITIES shall include corridors stairways, lift, passage ways drive ways common lavatories, pumps rooms overhead reservoir, meter, pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment location enjoyment provisions roof and terrace of the building maintenance and/or management of the building.
  - 1.g) SALEABLE SPACE shall mean the entire building except owner's allocation available for independent use and occupation after making the provisions for common facilities and the space required that for.

#### 1.h) OWNER'S ALLOCATION:

- I. The owners herein will get 38% covered area of each floor i.e. from Ground Floor to Top Floor out of the said proposed multistoried building, to be constructed as per the sanctioned plan from the concern municipality which shall be allocated to the owners as follows:-
- 38% of the commercial space, 38% of the Flat area & 38% of the Parking Space area of the Ground Floor.
- ii) 38% from Front side of the First Floor;
- iii) 38% from Back side of the Second Floor;
- iv) 38% from Front side of the Third Floor;
- v) 38% from Back side of the Fourth Floor;
- vi) 19% from Front side & 19% from the Back side of the Fifth Floor.

Which shall be allocated to the owners free of any cost or expenses and charges, but if in the revised Plan the sanctioned area increased then the owners will get 38% of the aforesaid increased area i.e. in same proportion and the owners have to bear 38% of the fine or expenses, which will be required for the this purpose, if any.

### II. Proportionate share of the common area:

That the Developer will provide a community hall and gym room of the purpose of using the same by the owners as well as by the intending purchasers and the promoter/developer will not provide any share to the owners of otherwise the owners will refund 38% share to the promoter/developer for community hall and gym room and that area will not come under the purview of the 38% share of the owners allocation and the same is mentioned in the Schedule "B".

In addition the owners herein will receive a sum of Rs.70,00,000.00 (Rupees Seventy Lakh) only refundable from the Promoter /Developer herein and the said amount will be paid by the developer in the manners following:-

- i) Rs.6,00,000.00 (Rupees Six Lakh) only at the time of signing of this Development Agreement as well as the Development Power of Attorney.
- ii) Rs.64,00,000.00 (Rupees Sixty Four Lakh) only after 6 month from date of signing of this Agreement;

The Owner will refund said Rs.70,00,000.00 (Rupees Seventy Lakh) only to the Promoter/Developer herein at the time of handing over the possession of owner's allocation.

- 1.i) DEVELOPER'S/PROMOTER'S ALLOCATION shall mean the remaining/balance 62% constructed area of the building including proportionate share of stair and lift to be constructed in the said premises after allocating to the Owners as aforesaid including proportionate share in the common facilities and amenities on pro rata basis.
- (ii) The Developer/Promoter have an exclusive right over the roof for further construction as per revised plan sanctioned by the Madhyamgram Municipality and after completing the entire construction as per revised plan the same will be allocated in favour of all the owners.

#### 2. THE OWNERS DECLARE FOLLOWS:

 That the Owners above named are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.

- b) That the said premises is free from all encumbrances charges and Owners had a marketable title in respect of the said premises.
- c) That the said premises is free from all encumbrances charges and liens, lispendents attachments trust acquiescence requisitions whatsoever or howsoever.
- d) That there is no excess vacant land of the said premises within the meaning of Urban Land (Ceiling & Regulation) Act, 1976.

## 3. THE OWNERS AND THE DEVELOPER/PROMOTER DO HEREBY DECLARE AND COVENANT AS FOLLOWS:

- (a) That the Owners hereby grant exclusive right to the Developer/Promoter of the same at the Developers own costs and to undertake to make construction on the said premises in accordance with the plan to be sanctioned by the Madhyamgram Municipality.
- (b) That all applications, plans completion certificate other papers and documents as may be prepared by the Developer/Promoter for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the Developer/Promoter on behalf of the Owners at the Developer/Promoter own cost and expenses and the Owners may sign all the necessary papers after go through on it for the same at the request of the Developer/Promoter as and when required.
  - (c) That nothing herein contained shall be construed as demised or assignment or conveyed or as creating any right title or interest in respect of the said premises in favour of the Developer/Promoter other than an exclusive licence or right to the Developer/Promoter to do or refrain from doing the acts and things in terms whereof and to deal with the Developer/Promoter's allocation.
  - (d) That the Owners immediately execution of these present shall hand over the vacant peaceful possession of the aforesaid property.

- Power of Attorney for the purpose of obtaining the sanctioned/re-sanctioned plan and all necessary permission and obtain completion certificate and sanction from different authorities in connection with the construction of the building and also for pursuing the following of the matters with the Madhyamgram Municipality and other authorities and to negotiate and to take earnest money and/or total consideration money in respect of Developer's allocated portion from the intending purchaser/s of the flat/flats/garage of the building to be constructed and to execute and register the same before the Addl, Dist. Sub-Registrar and Dist. Registrar.
  - (f) That upon completion of the new building the Developer/Promoters shall put the Owners in undisputed possession of the Owners' allocation completed as per specification with inhabitable condition given in Schedule 'D' together with the rights in common facilities and amenities.
  - (g) That the Owners and the Developer/Promoter shall exclusively entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the Owners shall not in any interfere with or disturb the quite and peaceful possession of the Developer/ Promoter's allocation.
    - (h) That Owners shall execute and register deed of conveyance or conveyances in favour of the Developer/Promoter or her nominee or nominees or such part or parts as shall be required by the Developer/ Promoter in respect of the Developer/Promoter's allocation and all costs and expenses including stamp duty and registration charges shall be borne and paid by the developer/promoter or its nominee or nominees.
    - (i) That the Developer/Promoter shall at his own cost construct and complete the new multi-storied building at the said premises accordance with the

sanctioned plan confirming to such specification as are mentioned in Schedule 'D' hereunder written and as may be recommended by the Architect of the Developer/Promoter. The Owners shall not be responsible or liable for any deviation from sanctioned plan in the construction of new building by the developer/promoter.

- (j) That the Developer/Promoter shall install in the said building at her own cost pump, overhead reservoir, electric wiring, transformer and installation and other facilities as are required to be provided in the new buildings constructed for sale do flats therein on Ownership basis and as mutually agreed.
  - (k) That the Developer/Promoter shall be authorized to negotiate with the intending Purchaser or Purchasers for sale of the Developer/Promoter's allocation and to enter into any agreement with the intending Purchaser or Purchasers and to receive earnest money against valid receipts put the same shall not create any financial liability upon the Owners in any manner whatsoever.
    - (l) That the Developer/Promoter shall at his own cost and expenses and without creating any financial or other liabilities on the Owners construct and complete the said multistoried buildings in accordance with the sanctioned plan and any amendment thereto or modifications thereof made or cause to be made by the Developer/Promoter.
    - (m) That as from the date of sanction of the construction plan by the Madhyamgram Municipality the municipal rates and taxes as also other out goings in respect of the said premises and till such time as the possession of the said Owner's allocation are made shall be borne and paid by the Promoter/Developer and all outstanding dues on account of municipal rates and taxes as also other outgoings after the date of delivery of possession to the Developer/ Promoter shall remain the liabilities of the Owners and shall be borne by the Owners.

# 4. THAT THE OWNERS HEREBY AGREED AND COVENANT WITH THE DEVELOPER/ PROMOTER AS FOLLOWS:

- (a) Not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer/Promoter.
- (b) Not to do any act, deed or thing what by the Developer/Promoter may be prevented from selling assigning or disposing of any of the Developer/ Promoter's allocated portion in the building as the said premises.
- (c) Not to let out grant lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer/ Promoter during the period of the said construction.
- (d) To remain bound to execute all agreements for sale or transfer concerning the Developer/Promoter's allocation and shall remain bound to execute a Development Power of Attorney empowering the Developer/Promoter to execute all such agreement or agreements for sale or transfer and to execute and register all such deed or deeds for sale or transfer for and on behalf of the Owners' concerning the Developer/Promoter's allocation of the building of the said premises on receipt of the consideration money and/or earnest money and to grant valid receipt by the Developer/Promoter and/or cancel or repudiate the same by the Developer/Promoter.
  - (e) That neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor used thereof for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or purchasers of the apartments of the building.
  - (f) To pay all the arrear outstanding if any till the date of delivery of peaceful vacant possession to the Promoter.
  - 5. THE DEVELOPER/PROMOTER HEREBY AGREE AND COVENANT WITH THE OWNERS AS FOLLOWS:

- (a) To complete the construction of the multi storied building within 36 (thirty Six) months from the date of obtaining sanctioned building plan.
- (b) To hand over the undisputed Owner's allocation to the Owners within 36 (thirty Six) months from the date of obtaining sanctioned building plan.
- the Owner's allocation within 36 (thirty Six) months from the date of obtaining sanctioned building plan. Time may be extended further 6 (Six) months if there is any force majeure/ natural calamity.
- (d) Not to violate or contravene any of the provisions or rules applicable to the construction of the said building.
- (e) To keep the Owners indemnified against all third party claims and actions arising out of any sort of the act of commission of the Developer/Promoter in relative to the construction of the said building.
- (f) To keep the Owners' indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer/Promoter's action with regard to the development of the said premises and in the matter of construction of the said building and/or for any defects therein.

## 6. THE OWNERS AND THE DEVELOPER/PROMOTER ALSO HEREBY COVENANTS AS FOLLOWS:

- (a) The Owners hereby undertake that the Promoter/Developer shall be entitled to construct and shall enjoy its allocated space of the building without any interference or disturbance provided the Developer/Promoter performed and fulfill all the terms and conditions herein contained.
- (b) That Owners and the Developer/Promoter hereby declare that they have entered into this agreement purely as a contract basis and as a joint venture in any manner nor shall the parties hereto constitute as association of persons.
- (c) The Owners shall do or execute or caused to be done or executed all such further deeds matters and things not herein specified as may be required to be done by the Developer/Promoter and for which the Developer/Promoter meet

the authority of the Owners including any such additional power of attorney and/or authorization as may be required for the purpose provided that all such acts deeds matters and things shall not in any way infringe on the rights of the Owners and/or go against the spirit of these presence.

- (d) The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer/Promoter's allocation which shall be liability of the Developer/ Promoter who shall keep the Owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.
  - (e) That the Developer/Promoter frame scheme for the management and administration of the said building or buildings and/or common part thereof and agree to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the buildings or common part thereof.
    - (f) The name of the building shall be decided by the parties herein.
    - (g) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer/Promoter by the Owners or as creating any right title or interest in respect thereof in favor of the Developer/ Promoter to do the acts and things expressly provided hereto as also in the Power of Attorney to be given for the purpose.
    - (h) As and from the date of handover of the possession of owner's allocation of the building the Developer/ Promoter and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces which will be applicable for the owners after receiving possession of their allocated portion specified in 'B' Schedule.

- (i) The Owners shall deliver or cause to be delivered to the Developer/ Promoter all the original title deeds relating to the said premises simultaneously after roof casting of First Floor.
  - (j) Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each part and the award of the Arbitrators shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996 and its statutory modification and/or reenactments thereof in force from time to time.
  - (k) Save and except what are herein before provided rights and liabilities of the parties shall be governed by the law in force.

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of fand measuring 25 Cottahs 7 Chittacks 15 sq.ft. more or less together with 1000 Sq.Ft. one storied building standing thereon lying and situated at Holding No. 159/12, Biresh Pally (South), Kolkata – 700129, comprised in Mouza – Chakraghata, J.L. No. 26, R.S. No. 164, Touzi No. 146, R.S. Dag No. 742/911 under R.S. Khatian Nos. 104 & 385, R.S. Dag No. 742/909 under R.S. Khatian No. 20, L.R. Dag Nos. 4351 & 4377 under L.R. Khatian No. 3227, 3228, 3426, 3616, 3617 & 3619,

L. R. DAG NO.	L.R. KHATIAN NO.	LAND ARA
4377	3227	1 Cottah 2 Chittacks 0 sq.ft.
4351	3228	4 Cottah 12 Chittacks 15 sq.ft.
4377	3228	4 Cottah 12 Chittacks 15 sq.ft.
4351	3426	3 Cottahs 0 Chittack 0 sq.ft.
4377	3426	3 Cottahs 0 Chittack 0 sq.ft.
4351	3617	1 Cottah 4 Chittack 0 sq.ft.
4377	3617	1 Cottah 4 Chittack 0 sq.ft.
4351	3616	1 Cottah 4 Chittack 0 sq.ft.
4377	3616	1 Cottah 4 Chittack 0 sq.ft.
4351	3619	1 Cottah 14 Chittacks 15 sq.ft.
4377	3619	1.5 Cottah 6 Chittacks 15 sq.ft.
1311	Total area	25 Cottahs 7 Chittacks 15 sq.ft.

within municipal limits of Madhyamgram Municipality, P.S. Barasat at present Madhyamgram, Ward No. 23, District: 24-Parganas, Jurisdiction of Addl. District Sub Registration office Barasat along with all rights of common passages and right of egress and ingress and butted and bounded by:

On the North by : 20' ft. wide Road;

On the South by : Property of Sankar Sarkar & Mithun Das;

On the East by : Property of Shyamal Benerjee

On the West by : Property of Anil Bhattacharjee & Raju Poddar;

#### SCHEDULE 'B' REFERRED TO ABOVE

- The owners herein will get 38% covered area of each floor i.e. from Ground Floor to Top Floor out of the said proposed multistoried building, to be constructed as per the sanctioned plan from the concern municipality which shall be allocated to the owners as follows:-
- 38% of the commercial space, 38% of the Flat area & 38% of the Parking Space area of the Ground Floor.
- ii) 38% from Front side of the First Floor;
- iii) 38% from Back side of the Second Floor;
- iv) 38% from Front side of the Third Floor;
- v) 38% from Back side of the Fourth Floor;
- vi) 19% from Front side & 19% from the Back side of the Fifth Floor.

Which shall be allocated to the owners free of any cost or expenses and charges, but if in the revised Plan the sanctioned area increased then the owners will get 38% of the aforesaid increased area i.e. in same proportion and the owners have to bear 38% of the fine or expenses, which will be required for the this purpose, if any.

#### II. Proportionate share of the common area:

That the Developer will provide a community hall and gym room of the purpose of using the same by the owners as well as by the intending purchasers and the promoter/developer will not provide any share to the owners of otherwise the owners will refund 38% share to the promoter/developer for community hall and gym room and that area will not come under the purview of the 38% share of the owners allocation and the same is mentioned in the Schedule "B".

In addition the owners herein will receive a sum of Rs.70,00,000.00 (Rupees Seventy Lakh) only refundable from the Promoter /Developer herein and the said amount will be paid by the developer in the manners following:-

- iii) Rs.6,00,000.00 (Rupees Six Lakh) only at the time of signing of this Development Agreement as well as the Development Power of Attorney.
- iv) Rs.64,00,000.00 (Rupees Sixty Four Lakh) only after 6 month from date of signing of this Agreement;

The Owner will refund said Rs.70,00,000.00 (Rupees Seventy Lakh) only to the Promoter/Developer herein at the time of handing over the possession of owner's allocation.

As with proportionate undivided rights and interest in the land measuring 25 Cottahs 7 Chittaks 15 sq.ft. on which the said building is erected and built and also rights and obligations in respect of common areas and facilities along with right of easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act, 1972.

## THE SCHEDULE - 'C' ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

#### DEVELOPER'S/ PROMOTER'S ALLOCATION shall mean:

- (i) The remaining/balance 62% constructed area of the building including proportionate share of stair and lift to be constructed in the said premises after allocating to the Owners as aforesaid including proportionate share in the common facilities and amenities on pro rata basis.
- (ii) The Developer/Promoter have an exclusive right over the roof for further construction as per revised plan sanctioned by the Madhyamgram Municipality and after completing the entire construction as per revised plan the same will be allocated in favour of all the owners.

## SCHEDULE 'D' REFERRED TO ABOVE (SPECIFICATION OF WORKS OF FLAT)

ALL THAT the specification of the building and flat as stated above : -

i) NATURE OF CONSTRUCTION :

R.C.C. Column, structure, inside will be finished by cement plaster with plaster of putty.

#### ii) WALL:

Outside wall 8" Inch and all partition wall 5" Inch.

#### iii) DOORS:

Frames of good quality wood and flash doors of commercial quality. Main Door will be provided with one eye piece with one primar coating.

#### iv) WINDOWS:

All windows will be made of aluminum with colored glass and with grill.

#### v) KITCHEN:

Cooking platform built in black stone and the dado of cooking platform will be built in black stone and plain white glazed tile upto 2'-0" height on the black stone table and one black stone sink with one-bib cock. Floor will be made with marble/tiles.

#### vi) TOILET:

Toilet of flat on Anglo Indian type with shower, basin, bib cock and marble/tiles in the floor. The dado of the toilet will be built in plaint white glazed tiles upto 6'-0". Plumbing line to be made with G.I. Pipe line.

#### ii) FLOOR:

Flooring of marble/tiles with 6" skirting on all side with marble.

#### iii) ELECTRIC:

Full concealed wiring in all flats, one electric calling bell point in main door, two light points one fan point one plug point in each bed rooms and one A/C point master bed room, two light point one fan point one plug point one fridge point one T.V. point one cable/net point in dining-cum-drawing, one light point in verandah, one plug one light point one geyser point and one Inverter point in bathroom, one light point one plug point one aqua guard point & chimney point in kitchen and one washing machine point verandah/dining. Except this points if the owners required any extra charges will be extra. 4 Nos. electric meters to included in the name of the owners.

#### iv) WATER SUPPLY:

Water supply to the flat shall be round the clock.

#### v) INTERIOR WALL COATS:

All interior wall will be finished with cement plaster and plaster of Putty.

- vi) Stair to be made with marble.
- vii) Lift.

#### viii) EXTRA CHARGES:

Owners have to pay in advance for any type of extra work in addition to the total consideration of the flat together with common areas and proportionate share of land.

..30...

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures on this agreement on the day month and year first above written.

SIGNED SEALED AND DELIVERED Malay Bhadrar
In the presence of:

1) Dilip Mallier Nupur Mejmi
Rabinara Nagar

Kel-49

Sonorh County Marika Roj Koir TD0124 Refesh Outle Genta 2) Anjuna Rehadrer.

SIGNATURE OF THE OWNERS/VENDORS

Bishal Sousa.

PARTNER

SANGORA REAL ESTATES

Abdul Lasks MARTHER

SANGORA REAL ESTATES

Deubid nunden Agraled

PARTNER

SIGNATURE OF PROMOTER/DEVELOPER

#### RECEIPT

RECEIVED a sum of Rs.6,00,000.00 (Rupees Six Lakh) only from the Promoter/Developer herein as per memo below:

#### MEMO OF CONSIDERATION

name	A/c Payee Ch.No./ Cash	date	bank	Amount
MALAY BHADRA	029104	25/05/22	Union Bunk	Rs.1,00,000.00
AMAL MAJHI	029103	25 05/22	De	Rs.1,00,000.00
NUPUR MAJHI	009762	25/05/22	De	Rs.1,00,000.00
MANIKA ROY	009761	25 05 22	Do	Rs.1,00,000.00
RAJESH DUTTAGUPTA	026065	25 05   22	Do	Rs.1,00,000.00
ANJANA BHADRA	026064,	25/05/22	Do	Rs.1,00,000.00
			Total	Rs.6,00,000.00

(Rupees Six Lakh) only.

WITNESSES;

Malay Bhadza

Amal Mojai

Bield Sale

1) Dilip Mallier

Nup wo myni

2) Smok Hoson

Manika R6/ Refesh outla gepte Anjane Bhodoca:

SIGNATURE OF THE OWNERS

Prepared by:

P. K. Bandyopadhyay

Advocate.

High Court, Calcutta File No. W.B. 2653/1999

## Page No. -

## SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/Presentants					
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				(Left Hand)	AND .	
	mile dra					
		Thumb	Fore	Middle	Ring	Little
			<i>j</i> i (	Right Hand)		2000 Page
	(50)	Little	Ring	Middle	Fore	Thumb
-			(Left Hand)			
	Amal Majui					
	Arnal Magni	Thumb	Fore	Middle	Ring	Little
				(Right Hand)		
	(a) (a)	Little	Ring	Middle	Fore	Thumb
				(Left Hand)		
	Nuguemejni					
		Thumb	Fore	Middle	Ring	Little
				(Right Hand)		

## Page No. -SPECIMEN FORM FOR TEN FINGERPRINTS

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o. Executants/Presentants			,65m,		
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			Left Hand)		
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	Thumo		Right Hand)		10/4
(0.0)	Little	Ring	Middle	Fore	Thumb
6	(Left Hand)				
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Refell Outla Finta	Thumb	Fore	Middle	Ring	Little
		()	Right Hand)		
		9			
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Ampura Blaves.	4	TOWER DESIGNATION	(Left Hand)		
Amara alawa.					
	Thumb	Fore	Middle	Ring	Little
			(Right Hand)		

## Page No. -SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. Signature of the No. Executants/Presentants					
No. Executants					
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		(	Left Hand)	(4年)	-01
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		(I	Right Hand)	I	
	Little	Ring	Middle	Fore	Thumb
		(	Left Hand)		
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	Thumb	Fore	Middle	Ring	Little
		(	Right Hand)	5/4/5	
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musica news graf					
	Thumb	Fore	Middle	Ring	Little
			(Right Hand)		



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





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Cr.	KIN	De	taı	IS

GRN:

192023240401389908

GRN Date:

27/02/2024 13:14:00

BRN:

Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

6172458026813

240588599481 270220242040138989

Successful

Payment Mode:

Bank/Gateway:

**BRN Date:** 

Method: Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

27/02/2024 13:14:33

HDFC Retail Bank NB

27/02/2024 13:14:00

2000425549/1/2024 [Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:

Mr GOPAL SAHA

Address:

PK GUHA ROAD

Mobile:

Period From (dd/mm/yyyy): 27/02/2024

Period To (dd/mm/yyyy):

27/02/2024

7890023566

Payment Ref ID:

2000425549/1/2024

Dept Ref ID/DRN:

2000425549/1/2024

#### **Payment Details**

2 2000123347/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	6021	
2	2000425549/1/2024			70021
1	2000425549/1/2024	Property Registration-Stamp duty	0030-02-103-003-02	70021
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)

Total

76042

IN WORDS:

SEVENTY SIX THOUSAND FORTY TWO ONLY.