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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

3/1147933/22

AL 154511

8/4/22

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet or sheets attached with this document are the part of this documents.

*[Handwritten Signature]*

Additional District Sub-Registrar,  
Bairhat, New Town, North 24-Pgs

18 APR 2022

DEVELOPMENT AGREEMENT

1. Date : 18.04.2022
2. Place : Kolkata
3. Parties :
  - 3.1 SABITA BALA NASKAR IPAN  
: ANDPN8677N1, JAADHAAR

19655

Name: Pinaki Chattopadhyay  
Advocate  
Address: Baraset Judges' Court  
Reg. No: WB/501/84  
Date: 02 FEB 2022  
Pr. Saha  
Licensed Stamp  
Vendor



Additional District Sub-Registrar,  
Rajshahi, New Town, North 24 Parganas

18 APR 2022

Abhijit Naskar



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

GRN Details

GRN: 192022230007977641 Payment Mode: Online Payment  
GRN Date: 14/04/2022 13:41:35 Bank/Gateway: Bank of Boroda  
BRN : 1282383083 BRN Date: 14/04/2022 13:04:53  
Payment Status: Successful Payment Ref. No: 3001147933/3/2022  
[Query No\*\*/Query Year]

Depositor Details

Depositor's Name: Pinaki Chattopadhyay  
Address: Sangeeta Apartment Tegharia Ra Geound Floor  
Mobile: 9830061809  
Depositor Status: Advocate  
Query No: 3001147933  
Applicant's Name: Mr PINAKI CHATTOPADHYAY  
Identification No: 3001147933/3/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	3001147933/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	3001147933/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	15021
			<b>Total</b>	<b>90042</b>

IN WORDS: NINETY THOUSAND FORTY TWO ONLY.



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Rajarhat, New Town, North 24-Pgs

NO. 3948 8536 0430] & [MOBILE NO. 8017384404], wife of Harendra Nath Naskar, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Vill. Kadampukur, P.O. & P.S. New Town, Kolkata - 700135, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

3.2 DIGANTA CONSTRUCTION [PAN : ADXPN9286F], a Proprietorship Concern, having its office address at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, represented by its Proprietor, ABHIJIT NASKAR [PAN : ADXPN9286F], [AADHAAR NO. 889591098805] & [MOBILE NO. 9830640906], son of Late Haradhan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include his heirs, successor or successors in office and permitted assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**

4. **Subject Matter of Development :**

4.1 **Project Property : ALL THAT piece and parcel of land measuring :**

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
1087	34	836	88	Bastu	14
1090	34	836	88	Bastu	29
					43

In total a demarcated plot of Bastu land measuring **43 (Forty Three) Decimals** be the same a little more or less including one cement flooring pucca two storied residential building standing thereon in total measuring 1500 sq.ft. more or less (Ground Floor - 700 sq.ft. & 1st Floor - 800 sq.ft.), lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 836 (in the name of Sabita Bala Naksar, Landowner herein), Office of the A.D.S.R. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, Pin No. 700135, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title :** The Landowner has made the following representations and given the following warranties to the Developer regarding title.

\*5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SABITA BALA NASKAR, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Recorded Ownership of Surendra Nath Naskar :** One Surendra Nath Naskar, son of Late Bhadreswar Naskar, was the absolute recorded owner of land measuring :

Contd.....4



Additional District Sub-Registrar,  
Rajahat, New Town, North 24 Pgs

18 APR 2022



<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Absolute Ownership</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
1087	34	710	88	Bastu	22
1090	34	710	88	Bastu	29
					51

In total land measuring 51 (Fifty One) Decimals more or less in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 710 (in the name of Surendra Nath Naskar), in Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, alongwith other lands in different dags.

5.1.1.2 **Registered General Power of Attorney Executed by the said Surendra Nath Naskar in favour of his son, Harendra Nath Naskar :** While in absolute possession and absolute ownership over the aforesaid property alongwith other properties, the said Surendra Nath Naskar executed a Registered Deed of General Power of Attorney, appointing his son, Harendra Nath Naskar as his constituted attorney, with power to gift, sell, transfer and convey his aforesaid property alongwith other properties and/or any part of it to any third parties. The said General Power of Attorney was executed on 25.02.2004, and registered on 26.02.2004, registered in the office of the Addl. Registrar of Assurances-III, Calcutta, and recorded in Book No. IV, Volume No. 18, Pages 75 to 80, being Deed No. 817 for the year 2004.

5.1.1.3 **Gift by the said Harendra Nath Naskar to his wife, Sabita Bala Naskar :** By the strength of the aforesaid Registered General Power of Attorney as duly executed by his father, Surendra Nath Naskar in favour of his son, Harendra Nath Naskar and in accordance with the clauses/provisions as stated in the said Registered General Power of Attorney, the said Harendra Nath Naskar as constituted attorney of his father, Surendra Nath Naskar, gifted ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Ownership</u>	<u>Nature of</u>	<u>Gifted Property</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
1087	34	710	22	Bastu	14
1090	34	710	29	Bastu	29
					43



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022

In total gifted plot of land measuring 43 (Forty Three) Decimals more or less, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 710 (in the name of Surendra Nath Naskar), in Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, to his wife, Sabita Bala Naskar, by the strength of a Registered Deed of Gift, which was executed on 22.12.2004, and registered on 23.12.2004, registered in the office of the Addl. Registrar of Assurances, Calcutta, and recorded in Book No. 1, Volume No. 1, Pages 1 to 18, being Deed No. 05045 for the year 2005.

5.1.1.4 **Absolute Ownership of Sabita Bala Naskar under Deed No. 05045 for the year 2005** : Thus on the basis of the aforementioned Registered Deed of Gift, bearing Deed No. 05045 for the year 2005, the said Sabita Bala Naskar, Landowner herein, is the absolute owner of ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Absolute Ownership</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
1087	34	710	88	Bastu	14
1090	34	710	88	Bastu	29
					43

In total a demarcated plot of Bastu land measuring 43 (Forty Three) Decimals more or less including building thereon, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 710 (in the name of Surendra Nath Naskar), in Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

5.1.1.5 **Record by Sabita Bala Naskar** : While in absolute possession and absolute ownership over the aforesaid property, the said Sabita Bala Naskar duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 836, and also in the record of the concerned Patharghata Gram Panchayet



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

158 APR 2022

6. **DESIRE OF DEVELOPMENT & ACCEPTANCE AND REGISTERED DEVELOPMENT POWER OF ATTORNEY :**

6.1 **Desire of Development of the Land & Acceptance :** The said Sabita Bala Naskar, Landowner herein express her desire to develop her aforesaid total demarcated plot of land measuring **43 (Forty Three) Decimals more or less**, which is morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon and the present Developer has accepted the said proposal and the present Landowner has decide to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 **Registered Development Power of Attorney After Registered Development Agreement :** For the smooth running of the said project, the Landowner herein agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowner herein has appointed and nominated the Developer herein, as her Constituted Attorney, to act on behalf of the Landowner.

7. **DEFINITION :**

7.1 **Building :** Shall mean multi storied building/s so to be constructed on the schedule property.

7.1.1 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

7.1.2 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.

7.1.3 **Landowner's Allocation :** Shall mean 50% (Fifty Percentage) share of the total constructed area in form of self contained flats/shops/garages, including the common facilities, common part and common amenities, in the proposed building so to be constructed on the above said land by the developer and other consideration received

Contd.....7



Additional District Sub-Registrar,  
Gariahat, New Town, North 24-Pol

18 APR 2022

against the project by the Landowner, which is morefully described in the Second Schedule hereunder written.

- 7.1.4 **Developer's Allocation** : Shall mean remaining 50% (Fifty Percentage) share of the total constructed area in form of self contained flats/shops/garages, including the common facilities, common part and common amenities in the proposed building so to be constructed on the above said land by the developer, which is morefully described in the Third Schedule hereunder written.
- 7.1.5 **Architect/Engineer** : Shall mean such qualified person(s) being appointed by the developer for designing and planning of the building.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean sanctioned building plan or revised sanctioned plan for the construction of the multi storied building/s, which will be sanctioned by the competent authority for construction of the building including its modification and amenities and alterations.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.10 **Super Built Up Area (For any Individual Unit)** : Shall mean the total covered area plus service area i.e the space in the building available for independent use and occupation, along with the proportionate share of common space & common facilities.

## 8. LANDOWNER'S RIGHT & REPRESENTATION :

- 8.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property



Additional District Sub-Registrar,  
Talazhat, New Town, North 24 Pgs  
18 APR 2022



in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

8.1.1 **Free From Encumbrance :** The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

9. **DEVELOPER'S RIGHTS :**

9.1 **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.

9.1.1 **Right of Construction :** The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present multi building(s) at his/its own costs and expenses. The construction cost and expenses of the proposed multi storied building will not charge/claim from Landowner's Allocation.

9.1.3 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.

9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in his own name but without creating any liability on the Landowner.

9.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.

9.1.6 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

Contd.....9



Additional District Sub-Registrar,  
Ralahat, Now Town, North 24 Pgs

18 APR 2022

9.1.7 **Possession to the Landowner** : On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.

9.1.8 **Possession to the intending purchaser** : On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.

9.1.9 **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner in respect of Developer's Allocation.

#### 10. CONSIDERATION :

10.1 **Permission against Consideration** : The Landowner grant permission to the Developer for exclusive right to construct the proposed building in consideration of Landowner's Allocation as mentioned in the Second Schedule below.

#### 11. DEALING OF SPACE IN THE BUILDING :

11.1 **Exclusive Power of Dealings of Landowner** : The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.

11.1.1 **Exclusive Power of Dealings of Developer** : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

#### 12. NEW BUILDING :

12.1 **Completion of Project** : The Developer shall at his/its own costs construct the proposed multi storied building with good and standard material under the guidance and specification of qualified engineer from time to time. the proposed multi storied building



Additional District Sub-Registrar,  
Rajahmundry, North 24-Part

18 APR 2022

shall be completed within 50 (Fifty) months from the date of sanctioning the building plan from the concerned authority.

The Developer will obtain Occupancy/Completion Certificate of the said proposed building at his/its own costs and expenses and a copy of the said Occupancy/Completion Certificate will be provided to the Landowner as and when the Developer will receive the same from the competent authority.

- 12.1.1 **Installation of Common Amenities** : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 12.1.2 **Architect Fees etc.** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall exclusively be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 12.1.3 **Panchayet Taxes & Other Taxes of the Property** : The Landowner shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these present till the date of completion of the construction and allocation & physical handover of Landowner's Allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer the Panchayet taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or his nominees and the Landowner and/or her nominee/nominees respectively.
- 12.1.4 **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

Contd.....11



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022

13. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

13.1 **Delivery of Possession :** As soon as the building will be completed or within the stipulated period mentioned in the Point No. 16.1 hereinafter below, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of Landowner's Allocation in the building and certificate of the Architect/LBS of the Panchayet Authority being provided to the effect. It is to be mentioned here that the Developer will provide Occupancy/Completion Certificate issued by appropriate concerned authority of Government of West Bengal to the Landowner as and when the developer will receive the same from the authority concerned.

13.1.1 **Payment of Panchayet Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

13.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. **COMMON RESTRICTION :**

14.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs  
18 APR 2022



- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies 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, byelaws and regulation.
- 14.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 14.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.



Additional District Sub-Registrar,  
Rajshahi, New Town North 24-Pgs

18 APR 2022

- 14.1.8 Neither party shall transfer and assign the subject property of this agreement as whole any time without written consent of the either party during the time of construction unless exclusively provided by this agreement. But both the parties can sell, gift, transfer and assign their respective allocation alongwith proportionate share of land.

15. **LANDOWNER'S OBLIGATION :**

15.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

16. **DEVELOPER'S OBLIGATIONS :**

- 16.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 50 (Fifty) months from the date of sanctioning the building plan from the concerned authority.

- 16.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.20,000/- (Rupees Twenty Thousand) only per month to the Landowner as demurrage.

- 16.1.2 **No Violation :** The Developer hereby agrees and covenants with the Landowner :

Contd.....14



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

17. **LANDOWNER'S INDEMNITY :**

- 17.1 **Indemnity :** The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed. If any disputes will be arised regarding the schedule property, the cost and consequence will be borne by the landowner.

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowner :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

19. **MISCELLANEOUS :**

- 19.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

Contd.....15



Additional District Sub-Registrar,  
Rajahmundry North 24-Pgs

18 APR 2022

- 19.1.1 **Not specified Premises** : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.
- 19.1.2 **Not Responsible** : The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnifies against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.



Additional District Sub-Registrar,  
Rajahmundry, New Town, North 24 Pgs

13 APR 2022



19.1.5 **Name of the Building** : The name of the building shall be given by the developer in due course.

19.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting her estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of her estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

19.1.7 **Documentation** : The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will be bound to produce documents in original before any competent authority for inspection.

19.1.8 **Common Road** : The Developer will construct a 10 ft. wide Pitch Road in the East Side of the proposed development area (Dag Nos. 1087 & 1090). The said Road will be commonly used by the residents of the project and also the residents/occupiers of L.R. Dag Nos. 1109 & 1111. No one can prohibit and/or put any restriction if any time on the abovesaid residence(s) and occupier's to use the Road commonly.

19.1.9 The Landowner agrees to get possession of the Landowner's allocated flats/units more fully described in the Second Schedule hereunder written with construction power as to be provided by the WBSEDCL during the construction of the proposed building and it is to be mentioned that if the transformer for the proposed building is not installed within the specified period as promised, for the policy of WBSEDCL, the developer shall not be liable for the same and in that case the Landowner also agrees to get possession without running lift facility.



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022

20. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

21. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

**Constitution of Arbitral Tribunal :** The developer shall nominate & appoint an Advocate and Landowners shall nominate & appoint an Advocate and both advocates shall jointly select one Arbitrator.

**Place :** The place of arbitration shall be Kolkata only.

**Binding Effect :** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

22. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs.

18 APR 2022

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Land]**

ALL THAT piece and parcel of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>Land</u>	<u>[In Decimal]</u>
1087	34	836	88	Bastu	14
1090	34	836	88	Bastu	29
					<u>43</u>

In total a demarcated plot of Bastu land measuring 43 (Forty Three) Decimals be the same a little more or less including one cement flooring pucca two storied residential building standing thereon in total measuring 1500 sq.ft. more or less (Ground Floor - 700 sq.ft. & 1st Floor - 800 sq.ft.), lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 836 (in the name of Sabita Bala Naskar, Landowner herein), A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, Pin No. 700135, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : 60 ft. Wide Road.  
ON THE SOUTH : Land under R.S./L.R. Dag Nos. 1109 & 1111.  
ON THE EAST : Land of Sashadhar Naskar & Others.  
ON THE WEST : Land of Rabin Naskar & Others.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**LANDOWNER'S ALLOCATION** : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

110 APR 2022

1. The Landowner will get 50% (Fifty Percent) of the total constructed area in form of self contained flats/shops/garages, in the proposed building so to be constructed by the developer on the schedule land mentioned in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said proposed building.

Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement/s denoting the units within the purview of the Landowner's Allocation.

2.

In addition of the aforesaid areas, the Landowner will also get a sum of Rs. 80,00,000/- (Rupees Eighty Lakh) only as refundable security deposit to be payable by the Developer to the Landowner in following settled installments.

- (i) The first installment amounted to Rs. 15,00,000/- (Rupees Fifteen Lakh) only will be payable on or before signing and executing of this present Development Agreement.
- (ii) Second and final installment amounted to Rs. 65,00,000/- (Rupees Sixty Five Lakh) only will be payable in installments after starting the construction work of the proposed building.

The aforesaid total refundable security deposit amounted to Rs. 80,00,000/- (Rupees Eighty Lakh) only will be refunded by the Landowner to the Developer on or before receiving possession of her Landowner's Allocation as stated above.

3. The Developer shall arrange 3 (Three) nos. of 2BHK Flat/Apartment during the period of erection of the present house of the Landowner for the use and occupation of the family member of the Landowner's till handover the physical possession of the Landowner's Allocation. The Developer shall liable to pay the monthly rent, maintenance charges and other charges for the residential arrangement for the Landowner.



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022



It is to be mentioned here that the said accommodation will be effective from the date of handover piecefull vacant possession of the property to the developer .

The existing building will be demolished by the developer and sale proceeds of its residuals will be taken by the developer.

4. The flats will be in habitable condition together with undivided proportionate share of the land, common parts, common facilities, roof and common amenities including ultimate roof of the said proposed building.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**[Developer's Allocation]**

**DEVELOPER'S ALLOCATION** : Shall mean all the remaining portion of the entire building (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[Specifications]**

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 5"/3" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of Flat will be of Vitrified Tiles/Marble.
5. **BATH ROOM** : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. **KITCHEN** : Counter table with granite top & stainless steel sink, Ceramic tiles dado of 4 ft. above the counter.
7. **TOILET** : Toilet of Indian type & European type commode with standard P.V.C. Cistern. Floor antiskid ceramic tiles/marble. Walls-ceramic tiles upto door height hot & cold lines in shower. Colour sanitary ware of reputed brand.
8. **DOORS & WINDOWS** : Sal Wood Frame. All doors of the flat will be flash doors. Anodised/Powder coated aluminium sliding windows with clear glazing.
9. **WATER SUPPLY** : Water supply around the clock.



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022

10. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower in toilet, all fittings are standard quality.
11. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
12. ELEVATOR : One elevator such as KONE/OTIS or equivalent with a capacity of 5 passengers.
13. POWER BACK UP : Power Back Up will be provided in the flat.
14. Water Tank & Water reservoir : Necessary water tank and water reservoir shall be constructed in underground of the building and top roof of the building.

#### ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit. Switches of Crabtree/Anchore Roma brand or equivalent.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point. Only one A.C. point will be provided in the Master Bed Room of the flat for 2BHK. Two A.C. point will be provided in the flat for 3BHK.
3. Living/Dining Room : Two light points, Two Fan points, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

#### PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with weather coat or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs.

18 APR 2022

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. *Hanuman Bishui*  
*5/1, Lanta Bimal Bishui*  
*Rana Nagar Boro Boro*  
*POST R. COPURUA*  
*P. S. : Airport*  
*1201 : 136*

2. *Purbasha Das*  
*6 NO, Prithivagar*  
*P.O. - Paribati*  
*Kol- 700114*

*সবিতা বাল নস্কর*  
 Sabita Bala Naskar

Sabita Bala Naskar

Landowner

Drafted By :

*Pankaj Narayan Swainakar*  
*Adv.*  
*F/1305/114/2011*  
*July Court. Boroal.*

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 2570 8471.

Composed By :

*Gopa Dasgupta*

Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.

*Abhijit Naskar*

Abhijit Naskar

Proprietor of

Diganta Construction

Developer

Contd.....23



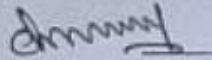
Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

18 APR 2022


MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
000247	31.10.2019	Bank of Baroda, Baguiati	Rs.10,00,000.00
000381	01.07.2020	Bank of Baroda, Baguiati	Rs.5,00,000.00
<b>TOTAL :</b>			<b><u>Rs.15,00,000.00</u></b>

Witnesses :-1. 

2. Purbasha Das


  
 ସାବିତା ବାଲ ନାସ୍କର

Sabita Bala Naskar

Landowner














Additional District Sub-Registrar,  
Rajahat, New Town, North 24-Pgs

18 APR 2022



SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SELLER /  
BUYER / CLAIMANT  
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908  
N.B. L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX-THUMB TO SMALL PRINTS

 श्रीमती अनामिका	L.H.					
	R.H.					

ATTESTED :- श्रीमती अनामिका

 अश्विनी नरेश्वर	L.H.					
	R.H.					

ATTESTED :- अश्विनी नरेश्वर

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-



Additional District Sub-Registrar,  
Rajahat, New Town, North 24-Pgs

18 APR 2022



भारतीय निर्वाचन आयोग  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

YMM1037324



निर्वाचक नाम : हरिचंदन बिशाल  
Voter's Name : Harichand Biswas  
पिता/माता : विमल बिशाल  
Father's Name : Bimal Biswas  
लिंग/लिंग : पुरु/ M  
जन्म तिथि/Date of Birth : 25/04/1989

*Handwritten signature*

YMM1037324

115, RAMNAGAR BERABERI,  
RAJAHAT GOPALPUR, AIR PORT,  
NORTH 24 PARGANAS, 750134

Address:  
115, RAMNAGAR BERABERI,  
RAJAHAT GOPALPUR, AIR PORT,  
NORTH 24 PARGANAS, 750134

Date: 07/12/2016

115-रामनगर बरबरी, राजहट गोलपुर,  
उत्तर 24 पारगना, 750134  
Focalite Signature of the Electoral  
Registration Officer for  
115-Rajahat New Town Constituency

आपका नाम और पता इस कार्ड पर दर्ज है। यदि आपका पता बदलता है तो आपको इसे बदलना होगा।  
If you change in address please the Card for  
in the election from the including your name in the  
list of the electoral address and to change the card  
with new number

## Major Information of the Deed

Deed No :	I-1523-06871/2022	Date of Registration	18/04/2022
Query No / Year	1523-3001147933/2022	Office where deed is registered	
Query Date	13/04/2022 5:57:16 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY TEGHORIA MAIN ROAD, Thana : Bagulati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 7003254724, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 6,67,75,313/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks			

### Land Details :



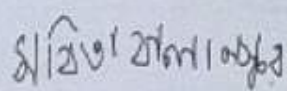
District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kadampukur, JI No: 25, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1087 (RS :-)	LR-836	Bastu	Bastu	14 Dec	1/-	2,14,11,148/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	LR-1090 (RS :-)	LR-836	Bastu	Bastu	29 Dec	1/-	4,43,51,665/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>43Dec</b>	<b>2 /-</b>	<b>657,62,813 /-</b>	
<b>Grand Total :</b>					<b>43Dec</b>	<b>2 /-</b>	<b>657,62,813 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1500 Sq Ft.	1/-	10,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1500 sq ft</b>	<b>1 /-</b>	<b>10,12,500 /-</b>	



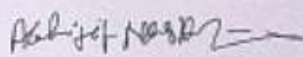
**Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mrs SABITA BALA NASKAR</b> Wife of Mr HARENDRA NATH NASKAR Executed by: Self, Date of Execution: 18/04/2022 , Admitted by: Self, Date of Admission: 18/04/2022 ,Place : Office			
	18/04/2022	18/04/2022	LTI	18/04/2022
KADAMPUKUR, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANxxxxxx7N, Aadhaar No: 39xxxxxxxx0430, Status :Individual, Executed by: Self, Date of Execution: 18/04/2022 , Admitted by: Self, Date of Admission: 18/04/2022 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>DIGANTA CONSTRUCTION</b> BF 23, KRISHNAPUR, HANAPARA, City:- Not Specified, P.O:- Prafulla Kanan, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101 , PAN No.:: ADxxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr ABHIJIT NASKAR (Presentant )</b> Son of Late HARADHAN NASKAR Date of Execution - 18/04/2022 , Admitted by: Self, Date of Admission: 18/04/2022, Place of Admission of Execution: Office			
	Apr 16 2022 6:01PM	18/04/2022	LTI	18/04/2022
BF 23, KRISHNAPUR, HANAPARA, City:- Not Specified, P.O:- PRAFULLA KANAN, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6F, Aadhaar No: 88xxxxxxxx8805 Status : Representative, Representative of : DIGANTA CONSTRUCTION (as PROPRIETOR)				

Details :

<b>ABHIJIT CHAND BISWAS</b> Late B BISWAS Patharghata BARA BERI, City:- Not specified, P.O.- R GOPALPUR, P.S.- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136	Photo	Finger Print	Signature
			
	18/04/2022	18/04/2022	18/04/2022

Identifier Of Mrs SABITA BALA NASKAR, Mr ABHIJIT NASKAR

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs SABITA BALA NASKAR	DIGANTA CONSTRUCTION-14 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mrs SABITA BALA NASKAR	DIGANTA CONSTRUCTION-29 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs SABITA BALA NASKAR	DIGANTA CONSTRUCTION-1500,0000000 Sq Ft

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kadampukur, JI No: 25, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1087, LR Khatian No:- 836	Owner:সবিতাবালা নস্কর, Gurdian:হরেন্দ্রনাথ নস্কর, Address:মিড , Classification:বাড়, Area:0.14000000 Acre,	Mrs SABITA BALA NASKAR
L2	LR Plot No:- 1090, LR Khatian No:- 836	Owner:সবিতাবালা নস্কর, Gurdian:হরেন্দ্রনাথ নস্কর, Address:মিড , Classification:বাড়, Area:0.29000000 Acre,	Mrs SABITA BALA NASKAR



Endorsement For Deed Number : I - 152306871 / 2022

Value of Market Value(WB PUVI rules of 2001)

that the market value of this property which is the subject matter of the deed has been assessed at Rs 75,313/-

*Basak*

Sanjoy Basak  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 18-04-2022

**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.

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

Presented for registration at 16:00 hrs on 18-04-2022, at the Office of the A.D.S.R. RAJARHAT by Mr ABHIJIT NASKAR .

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

Execution is admitted on 18/04/2022 by Mrs SABITA BALA NASKAR, Wife of Mr HARENDRA NATH NASKAR, KADAMPUKUR, P.O: New Town, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife

Indetified by Mr HARI CHAND BISWAS, . . Son of Late B BISWAS, RAMNAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

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

Execution is admitted on 18-04-2022 by Mr ABHIJIT NASKAR, PROPRIETOR, DIGANTA CONSTRUCTION (Sole Proprietorship), BF 23, KRISHNAPUR, HANAPARA, City:- Not Specified, P.O:- Prafulla Kanan, P.S:-Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700101

Indetified by Mr HARI CHAND BISWAS, . . Son of Late B BISWAS, RAMNAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,021/- ( B = Rs 15,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/04/2022 1:50PM with Govt. Ref. No: 192022230007977641 on 14-04-2022, Amount Rs: 15,021/-, Bank: Bank of Boroda ( BARB0INDIAE), Ref. No. 1282383083 on 14-04-2022, Head of Account 0030-03-104-001-16



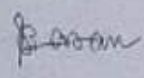
**Stamp Duty**

required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-,  
Rs 75,021/-

**Description of Stamp**

Stamp: Type: Impressed, Serial no 196553, Amount: Rs.100/-, Date of Purchase: 02/02/2022, Vendor name: A K

SAHA  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/04/2022 1:50PM with Govt. Ref. No: 192022230007977641 on 14-04-2022, Amount Rs: 75,021/-, Bank:  
Bank of Boroda ( BARB0INDIAE), Ref. No. 1282383083 on 14-04-2022, Head of Account 0030-02-103-003-02



**Sanjoy Basak**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAJARHAT**  
**North 24-Parganas, West Bengal**

Registration under section 60 and Rule 69.  
Registered in Book - I  
Deed number 1523-2022, Page from 298447 to 298479  
Deed No 152306871 for the year 2022.



Digitally signed by SANJOY BASAK  
Date: 2022.04.29 15:33:13 +05:30  
Reason: Digital Signing of Deed.

*Basak*

(Sanjoy Basak) 2022/04/29 03:33:13 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

DATED THE      DAY OF      2022

**DEVELOPMENT AGREEMENT**

**BETWEEN**

Sabita Bala Naskar

**Landowner**

Abhijit Naskar

Proprietor of

Diganta Construction

**Developer**

**Drafted By**

**Pinaki Chattopadhyay & Associates**

**Advocates**

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 2570 8471

**Composed By**

**Gopa Dasgupta**

Teghoria Main Road

Kolkata - 700 157