

2165/2020

T-2050/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

P-243201

Addl. District Sub-Registrar
Behala, South 24 Parganas

DEVELOPMENT AGREEMENT

26 FEB 2020

THIS INDENTURE made on this the 25th day of February, 2020,

Contd/P2



$$\begin{array}{r} 570 \times 10^6 \\ 580 \times 10^6 \\ \hline 1150 \times 10^6 \end{array}$$

1245

Binsol var. Balmin



1246

স্বাধীনতা সংগ্রাম



1247

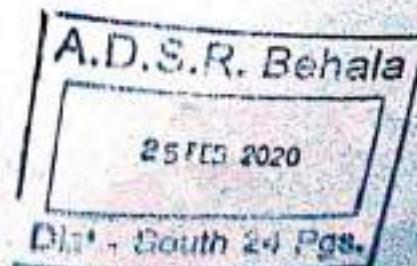
- १५ वर्षा ५५५५

Biju Sardar

1248

12 49

Rajiv Gandhi.



BETWEEN 1) SRI MANMATHA SARDAR alias SRI MANMATH NATH SARDAR (PAN EDNPS1049M) (AADHAAR No. 9210 5618 2497), son of Late Kinu Ram Sardar, 2) SMT. KALPANA SARDAR (PAN EQNPS8037L) (AADHAAR No. 2513 0699 6201), wife of Sri Manmatha Nath Sardar, 3) SRI BIJU SARDAR (PAN EDNPS1046E) (AADHAAR No. 7164 7310 3179), son of Sri Manmatha Nath Sardar and 4) SRI RAJU SARDAR (PAN ETZPS3340P) (AADHAAR No. 2798 8279 1950), son of Sri Manmatha Nath Sardar, all are by Faith- Hindu, by Nationality- Indian, by Occupation- No. 1 Cultivation, No. 2 Housewife, No. 3 Service and No. 4 No Income respectively, all are residing at Rampur, G. L. Roy Road, P.O. Gobindapur (M), P.S. Maheshtala, Kolkata-700141, District- South 24 Parganas, hereinafter collectively called and referred to as the **LANDOWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. SHIBALI CONSTRUCTION (PAN ACAFS4437K), a Partnership Firm, having its Office at Holding/Premises No. C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, represented by its' Partners namely 1) **SRI SONATAN MONDAL (PAN AMAPM4736B) (AADHAAR No. 6085 3470 4730)**, son of Late Radhanath Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, 2) **MR. SKH.**





1250

SK Jhonty



1251

Sonatan Mondar



1252

श्रीमन्मन्त्र



1253

Malay Lal
S/o Ratan Lal
Begar Lal
Jate Shibaram
Kal-141



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1607-2020, Page from 72694 to 72767
being No 160702050 for the year 2020.



Digitally signed by SANDIP BISWAS
Date: 2020.02.28 13:33:05 +05:30
Reason: Digital Signing of Deed.

Sandip Biswas

(Sandip Biswas) 2020/02/28 01:33:05 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.



(This document is digitally signed.)

Notified by Mr MALAY PAL, . . Son of Mr RATAN PAL, BEGORKHAL, P.O: JOTESHBARAMPUR, Thana: Maheshtala, City/Town MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Service

Sandip Biswas
Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 26-02-2020

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28/- (E = Rs 28/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/02/2020 11:24AM with Govt. Ref. No: 192019200194443211 on 25-02-2020, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AMBULA5 on 25-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 243201, Amount: Rs.5,000/-, Date of Purchase: 24/02/2020, Vendor name: Sasanka Sekhar Roychowdhury

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/02/2020 11:24AM with Govt. Ref. No: 192019200194443211 on 25-02-2020, Amount Rs: 15,070/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AMBULA5 on 25-02-2020, Head of Account 0030-02-103-003-02

Sandip Biswas
Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal



On 24-02-2020

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,08,30,214/-

Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 25-02-2020

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

Presented for registration at 18:00 hrs on 25-02-2020, at the Private residence by Mr BINOD KUMAR BALMIKI ,

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

Execution is admitted on 25/02/2020 by 1. Mr MANMATHA SARDAR, Alias Mr MANMATH NATH SARDAR, Son of Late Kinu Ram Sardar, Rampur, G. L. Roy Road, P.O: Gobindapur (M), Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession Cultivation, Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession House wife, 3. Mr BIJU SARDAR, Son of Mr Manmatha Nath Sardar, Rampur, G. L. Roy Road, P.O: Gobindapur (M), Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession Service, 4. Mr RAJU SARDAR, Son of Mr Manmatha Nath Sardar, Rampur, G. L. Roy Road, P.O: Gobindapur (M), Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by Profession Others

Identified by Mr MALAY PAL, Son of Mr RATAN PAL, BEGORKHAL, P.O: JOTESHBARAMPUR, Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Service

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

Execution is admitted on 25-02-2020 by Mr SONATAN MONDAL, PARTNER, SHIBALI CONSTRUCTION (Partnership Firm), C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700143

Identified by Mr MALAY PAL, Son of Mr RATAN PAL, BEGORKHAL, P.O: JOTESHBARAMPUR, Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Service

Execution is admitted on 25-02-2020 by Mr SKH JHONTU, Mr SK JHANTU PARTNER, SHIBALI CONSTRUCTION (Partnership Firm), C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700143

Identified by Mr MALAY PAL, Son of Mr RATAN PAL, BEGORKHAL, P.O: JOTESHBARAMPUR, Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Service

Execution is admitted on 25-02-2020 by Mr BINOD KUMAR BALMIKI, PARTNER, SHIBALI CONSTRUCTION (Partnership Firm), C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700143

Identified by Mr MALAY PAL, Son of Mr RATAN PAL, BEGORKHAL, P.O: JOTESHBARAMPUR, Thana: Maheshtala, City/Town: MAHESHTALA, South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Service

Execution is admitted on 25-02-2020 by Mr SUDARSHAN MONDAL, PARTNER, SHIBALI CONSTRUCTION (Partnership Firm), C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700143



Mr BINOD KUMAR BALMIKI (Presentant)

Son of Mr Rajpal Balmiki Sapa Mirja Nagar (Baidyapara), P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700143, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APPPB9487G, Aadhaar No: 31xxxxxxxx5025 Status : Representative, Representative of : SHIBALI CONSTRUCTION (as PARTNER)

4 Mr SUDARSHAN MONDAL

Son of Mr Sufal Mondal Sampa Mirja Nagar (Purbopara), P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700143, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATEPM6957D, Aadhaar No: 63xxxxxxxx8951 Status : Representative, Representative of : SHIBALI CONSTRUCTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr MALAY PAL Son of Mr RATAN PAL BEGORKHAL, P.O:- JOTESHBARAMPUR, P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141			

Identifier Of Mr MANMATHA SARDAR, Mrs KALPANA SARDAR, Mr BIJU SARDAR, Mr RAJU SARDAR, Mr SONATAN MONDAL, Mr SKH JHONTU, Mr BINOD KUMAR BALMIKI, Mr SUDARSHAN MONDAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr MANMATHA SARDAR	SHIBALI CONSTRUCTION-8.86875 Dec
2	Mrs KALPANA SARDAR	SHIBALI CONSTRUCTION-8.86875 Dec
3	Mr BIJU SARDAR	SHIBALI CONSTRUCTION-8.86875 Dec
4	Mr RAJU SARDAR	SHIBALI CONSTRUCTION-8.86875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr MANMATHA SARDAR	SHIBALI CONSTRUCTION-100.00000000 Sq Ft
2	Mrs KALPANA SARDAR	SHIBALI CONSTRUCTION-100.00000000 Sq Ft
3	Mr BIJU SARDAR	SHIBALI CONSTRUCTION-100.00000000 Sq Ft
4	Mr RAJU SARDAR	SHIBALI CONSTRUCTION-100.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: G. L. Roy Road, Mouza: Rampur, , Ward No: 11, Holding No:C2 91 88 JI No: 10, Pin Code : 700141

Sch No	Plot & Khatian Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 474, LR Khatian No:- 262	Owner: মন্মথ নাথ সর্দার, Gurdian: কিন্ননাথ Address: নিজ , Classification: ডাঙ্গা, Area: 0.11000000 Acres.	Seller is not the recorded Owner as per Applicant.



Mrs KALPANA SARDAR

Wife of Mr. Manmatha Nath Sardar Rampur, G. L. Roy Road, P.O:- Gobindapur (M), P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: EQNPSS037L, Aadhaar No: 25xxxxxxxx8201, Status: Individual, Executed by: Self, Date of Execution: 25/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place: Pvt. Residence

3 Mr BIJU SARDAR

Son of Mr. Manmatha Nath Sardar Rampur, G. L. Roy Road, P.O:- Gobindapur (M), P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: EDNPS1046E, Aadhaar No: 71xxxxxxxx3179, Status: Individual, Executed by: Self, Date of Execution: 25/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place: Pvt. Residence

4 Mr RAJU SARDAR

Son of Mr. Manmatha Nath Sardar Rampur, G. L. Roy Road, P.O:- Gobindapur (M), P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ETZPS3340P, Aadhaar No: 27xxxxxxxx1950, Status: Individual, Executed by: Self, Date of Execution: 25/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/02/2020, Admitted by: Self, Date of Admission: 25/02/2020, Place: Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHIBALI CONSTRUCTION C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700143, PAN No.: ACAFS4437K, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SONATAN MONDAL Son of Late Radhanath Mondal Sampa Mirja Nagar (Purbopara), P.O:- Sarkarpool, P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700143, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AMAPM4736B, Aadhaar No: 60xxxxxxxx4730 Status: Representative, Representative of: SHIBALI CONSTRUCTION (as PARTNER)
2	Mr SKH JHONTU, (Alias Name: Mr SK JHANTU) Son of Late Sk Fazal S M Nagar Govt. Housing Estate (Phase- I), Block No- H/1, Room No. 8, P.O:- Sarkarpool, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700143, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: AEVPJ4762M, Aadhaar No: 63xxxxxxxx4087 Status: Representative, Representative of: SHIBALI CONSTRUCTION (as PARTNER)



28/02/2020 Query No:-16070000333634 / 2020 Deed No : I - 160702050 / 2020, Document is digitally signed

Page 80 of 74

Major Information of the Deed

Deed No :	I-1607-02050/2020	Date of Registration	26/02/2020
Query No / Year	1607-0000333634/2020	Office where deed is registered	
Query Date	21/02/2020 7:04:24 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Avishek Guha High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831225973, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 5,50,000/-	Rs. 1,08,30,214/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: G. L. Roy Road, Mouza: Rampur, , Ward No: 11, Holding No:C2 91 88 JI No: 10, Pin Code : 700141

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-474 (RS :-)	LR-262	Bastu	Bastu	21 Katha 8 Chatak	5,00,000/-	1,07,10,214/-	Width of Approach Road: 14' FL,
Grand Total :					35.475Dec	5,00,000 /-	107,10,214 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	50,000/-	1,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		400 sq ft	50,000 /-	1,20,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr MANMATHA SARDAR, (Alias: Mr MANMATH NATH SARDAR) Son of Late Kinu Ram Sardar Rampur, G. L. Roy Road, P.O:- Gobindapur (M), P.S:- Maheshtala, Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, PAN No.: EDNPS1049M, Aadhaar No: 92xxxxxxx2497, Status :Individual, Executed by: Self, Date of Execution: 25/02/2020 Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/02/2020 Admitted by: Self, Date of Admission: 25/02/2020 ,Place : Pvt. Residence



JHONTU alias MR. SK. JHANTU (PAN AEVPJ4762M) (AADHAAR No. 6348 1861 4087), son of Late Sk. Fazal, by Faith- Muslim, by Nationality- Indian, by Occupation- Business, residing at S M Nagar Govt. Housing Estate (Phase- I), Block No- H/1, Room No. 8, P.O. Sarkarpool, P.S. Maheshtala Kolkata- 700143, District- South 24 Parganas, **3) SRI BINOD KUMAR BALMIKI (PAN APPPB9487G) (AADHAAR No. 3177 4442 5025)**, son of Sri Rajpal Balmiki, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sapa Mirja Nagar (Baidyapara), P.O. Sarkarpool, Police Station- Maheshtala, Kolkata- 700143, District- South 24 Parganas and **4) SRI SUDARSHAN MONDAL (PAN ATEPM6957D) (AADHAAR No. 6368 5527 8951)**, son of Sri Sufal Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and legal heirs, successors, executors, legal representatives and assigns of each of the said partner) of the **SECOND PART**.

WHEREAS by virtue of a Registered Deed of Gift (written in Bengali) dated 3rd day of March, 1967, being recorded in Book No.1, Volume No. 37, Pages 5 to 7, Being No. 1429 for the year 1967 registered at the Office of Sub- Registrar of Alipore, 24 Parganas, one recorded (Raiyati) Owner Smt. Golap Mani Daibya alias Smt. Golap Mani Dasi also alias Smt. Golapi Dasi, wife of Late Rashik



Chandra Mondal of Rampur, P.S. Maheshtala, District- 24 Parganas now South 24 Parganas as Donor gifted, transferred and assured **ALL THAT** piece and parcel of land measuring more or less 56 Sataks which is equivalent to 33 Cottahs 14 Chittacks 3 sq.ft. more or less, lying and situated at R.S. Dag Nos. 351 and 354 under R.S. Khatian Nos. 8, 147 and 206 of Mouza- Rampur, Pargana- Magura, J.L. No. 10, Touzi Nos. 9 and 411, R.S. No. 352, within P.S. Maheshtala, within A.D.S.R. Behala, District- 24 Parganas now South 24 Parganas, in favour of her grandson i.e. deceased daughter's son (1) Sri Manmatha Sardar alias Sri Manmath Nath Sardar, son of Late Kinu Ram Sardar, the Owner No. 1 herein and her two daughters namely (2) Smt. Subala Naskar (since deceased), wife of Sri Dhruba Pada Naskar and (3) Smt. Harani Singh, wife of Sri Dhiren Singh and the said Deed of Gift duly being accepted by them as Donces AND be it mentioned here that name of the said owner Smt. Golap Mani Dasi had been duly recorded and published in the Revisional Settlement in R.S. Khatian Nos. 8, 147 and 206 at R.S. Dag No. 351 and 354 of Mouza- Rampur, Pargana- Magura, J.L. No. 10, P.S. Maheshtala, District- previously 24 Parganas now South 24 Parganas.

AND WHEREAS by virtue of the said Registered Bengali Deed of Gift dated 3rd day of March, 1967, the said three Donces (1) Sri Manmatha Sardar alias Sri Manmath Nath Sardar, son of Late Kinu Ram Sardar, the Owner No. 1 herein, (2) Smt. Subara Naskar (since deceased), wife of Sri Dhruba Pada Naskar and (3) Smt. Harani Singh, wife of Sri Dhiren Singh, became the absolute joint owners of the said 56 Sataks land out of which 16 Sataks Bastu land at R.S.



Dag No. 351 under R.S. Khatian No. 8 and 30 Sataks of Danga land at R.S. Dag No. 354 under R.S. Khatian No. 206 and 10 Sataks of Dang land at R.S. Dag No. 354 under R.S. Khatian No. 147 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, Distirct- South 24 Parganas.

AND WHEREAS thereafter the said three Owners made a amicable settlement and divided the said property AND by such amicable settlement and division each owner got 19 Sataks more or less equivalent to each $1/3^{\text{rd}}$ share and thereafter they mutated and recorded their names separately in respect of their above respective share of land in the records of B.L. & L.R.O. and on mutation their name and their respective share of land have been separately recorded in separate three L.R. Khatian Nos. 262, 387 and 402 at L.R. Dag Nos. 474 and 477 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, District- South 24 Parganas AND by paying Khajna and revenue the said three Owners had been enjoying and posscssing the same without any interruption whatsoever by getting usufructs there from.

AND WHEREAS while in scized and possessed of her share of land the said Subala Naskar died intestate leaving behind her husband namely Sri Dhruba Pada Naskar, who duly inherited the said share of the property left by said deccased Subala Naskar as per the Hindu Law of Succession Act, 1956 AND thereafter by a registered Bengali Kobala (Deed of Sale) dated 15th day of January, 1986, being recorded in Book No. 1, Volume No. 15, Pages 35 to 43. Being No. 540 for the year 1986, registered at District Sub- Registrar of Alipore,



South 24 Parganas the said Sri Dhruba Pada Naskar along with Sri Manmatha Sardar alias Sri Manmath Nath Sardar and Smt. Harani Singh, sold, conveyed and transferred a piece and parcel of land measuring about 3 Cottahs more or less out of the allocation of Sri Dhruba Pada Naskar, situated and lying at R.S. Dag No. 354 corresponding to L.R. Dag No. 474 under R.S. Khatian Nos. 206 and 147 and L.R. Khatian Nos. 387, 262 and 402 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, within the jurisdiction of Ganipur 1 No. Gram Panchayat, District- South 24 Parganas, in favour of Smt. Kalpana Sardar, wife of Sri Manmatha Sardar alias Sri Manmath Nath Sardar, the Owner No. 2 herein, for and at consideration mentioned therein AND in the mean time the said Sri Dhruba Pada Naskar sold his remaining share of land which being inherited to the different intending purchasers/people AND after such purchase the said Smt. Kalpana Sardar, the Owner No. 2 herein became the owner of the said 3 Cottahs land and she mutated her name and the property in the records of B.L. & L.R.O. and on mutation the said property has been recorded as 5 decimals land in L.R. Khatian No. 1033 at L.R. Dag No. 474 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, District- South 24 Parganas and also the said property had been recorded as Holding No. C2- 93/New, G.L. Roy Road, Kolkata- 700141, in the name of the Owner No. 2 herein in the records of Maheshtala Municipality AND by paying Khajna and taxes to the concerned authorities the said Smt. Kalpana Sardar, the Owner No. 2 herein, has been in possession of the said 3 Cottahs and/or 5 decimals more or less land absolutely.





A.D.S.R. Behala

25 FEB 2020

Dist.- South 24 Pgs.

AND WHEREAS by a registered Bengali Deed of Gift dated 19th day of October, 2011, being recorded in Book No. 1, CD Volume No. 26, Pages 4680 to 4700, Deed No. 09655 for the year 2011 registered at A.D.S.R. Behala, the said Smt. Harani Singh gifted, transferred and assured **ALL THAT** piece and parcel of land measuring about 4 Cottahs 1 Chittack 33 sq.ft. more or less (out of which 1 Cottah 4 Chittacks 3 sq.ft. Bastu land with 100 sq.ft. Kacha Structure standing thereon at R.S. Dag No. 351 corresponding to L.R. Dag No. 477 under R.S. Khatian No. 8 and L.R. Khatian No. 402 AND 2 Cottahs 13 Chittacks 30 sq.ft. land at R.S. Dag No. 354 corresponding to L.R. Dag No. 474 under R.S. Khatian No. 206 and 147 and L.R. Khatian No. 402 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala now within the Limits of Maheshtala Municipality Ward No. 11, District- South 24 Parganas in favour of Sri Raju Sardar, the Owner No. 4 herein AND after acquiring said property by way of such Gift the said Sri Raju Sardar, the Owner No. 4 herein became the owner of the said 4 Cottahs 1 Chittack 33 sq.ft. more or less land and he mutated his name and the property in the records of B.L. & L.R.O. and on mutation the said property has been recorded as 7 decimals land in L.R. Khatian No. 842 at L.R. Dag Nos. 474 and 477 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, District- South 24 Parganas and also the said property has been recorded as Holding No. C2-91/B/New, G.L. Roy Road, Kolkata- 700141, in the name of the Owner No. 4 herein, in the records of Maheshtala Municipality AND by paying Khajna and taxes to the concerned authorities the said Sri Raju Sardar, the Owner No. 4



herein, has been in possession of the said 7 decimals more or less land absolutely.

AND WHEREAS by another registered Bengali Deed of Gift dated 19th day of October, 2011, being recorded in Book No. 1, CD Volume No. 26, Pages 4661 to 4679, Being No. 09656 for the year 2011, registered at A.D.S.R. Behala, the said Smt. Harani Singh gifted, transferred and assured **ALL THAT** piece and parcel of land measuring about 4 Cottahs 1 Chittacks 33 sq.ft. more or less at R.S. Dag No. 354 corresponding to L.R. Dag No. 474 under R.S. Khatian No. 206 and 147 and L.R. Khatian No. 402 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala now within the limits of Maheshtala Municipality Ward No. 11, District- South 24 Parganas, in favour of Sri Biju Sardar, the Owner No. 3 herein AND after acquiring the said property by way of such Gift the said Sri Biju Sardar, the Owner No. 3 herein, became the owner of the said 4 Cottahs 1 Chittack 33 sq.ft. more or less land and he mutated his name and the property in the records of B.L. & L.R.O. and on mutation the said property has been recorded as 7 decimals land in L.R. Khatian No. 841 at L.R. Dag No. 474 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, District- South 24 Parganas and also the said property has been recorded as Holding No. C2-91/C/New, G.L. Roy Road, Kolkata- 700141 in the name of the Owner No. 3 herein, in the records of Maheshtala Municipality AND by paying Khajna and taxes to the concerned authorities the said Sri Biju Sardar, the Owner No. 3 herein, has been in possession of the said 7 decimals land more or less absolutely.



AND WHEREAS in the mean time the said Smt. Harani Singh sold, conveyed and transferred remaining share of land to the different intending Purchasers.

AND WHEREAS by virtue of the said Registered Bengali Deed of Gift dated 3rd day of March, 1967 vide Being No. 1429 for the year 1967 and subsequently on the basis of the said amicable settlement and division of the whole gifted property of 56 Sataks, the said Sri Manmatha Sardar, the Owner No. 1 herein became the owner of piece and parcel of 19 Sataks land being to 1/3rd share of whole property at R.S. Dag No. 351 under R.S. Khatian No. 8 and R.S. Dag No. 354 under R.S. Khatian Nos. 206 and 147 of Mouza- Rampur, J.L. No. 10, P.S. Maheshtala, District- South 24 Parganas AND after acquiring such property by way of such gift the said Sri. Manmatha Sardar, the Owner No. 1 herein, mutated his name and the property in the records of B.L. & L.R.O. and on mutation the said property has been recorded as 19 Decimals more or less (out of which 6 Decimals of Bastu land at L.R. Dag No. 477 under L.R. Khatian No. 262 AND 13 decimals land at L.R. Dag No. 474 under L.R. Khatian No. 262 in Mouza- Rampur, P.S. Mahshtala, District- South 24 Parganas, in the name of the Owner No. 1 herein, in the records of B.L. & L.R.O. and also the said property has been recorded as Holding No. C2-91/88/1, 2, 3, 4, 5, G.L. Roy Road, Kolkata- 700141, in the name of the Owner No. 1 herein in the records of Maheshtala Municipality AND by paying Khajna and taxes to the concerned authorities the said Sri Manmatha Sardar alias Sri Manmath Nath Sardar, the Owner No. 1 herein, has been in possession of the said 19 decimals land more or less absolutely.



AND WHEREAS with a view to develop the said four properties/premises by way of amalgamation of the said four properties into one premises/property, by executing four separate Registered Deeds of Gift being recorded in (1) Book No. 1, CD Volume No. 23, Pages 4112 to 4123, Being No. 13296 for the year 2013, (2) Book No. 1, CD Volume No. 23, Pages 4124 to 4135, Being No. 13297 for the year 2013, (3) Book No. 1, CD Volume No. 23, Pages 4192 to 4203, Being No. 13300 for the year 2013 and (4) Book No. 1, CD Volume No. 23, Pages 4216 to 4227, Being No. 13301 for the year 2013, all registered at D.S.R.- II, Alipore, South 24 Parganas, gifting and transferring their each undivided 2 Chittacks land more or less out of their respective properties/premises against each other **AND** thus with the help of the Developer herein after amalgamating the said four properties/premises into one property/premises by way of the aforesaid four Deeds of Gift the said four Owners became joint owners of **ALL THAT** piece and parcel of Bastu land measuring about 38 decimals more or less, lying and situated at R.S. Dag Nos. 351 and 354 and L.R. Dag Nos. 474 and 477 under R.S. Khatian Nos. 8, 206 and 147 and L.R. Khatian Nos. 262, 841, 842 and 1033 of Mouza- Rampur, J.L. No. 10, Touzi Nos. 9 & 411, R.S. No. 352, within P.S. Maheshtala, A.D.S.R. Behala, South 24 Parganas, now within the Limits of Maheshtala Municipality, Ward No. 11, District- South 24 Parganas **AND** they jointly mutated their names in the records of Maheshtala Municipality and on mutation the said property has been mutated and records as Holding No. C2-91/88/1, 2, 3, 4, 5, G.L. Roy Road, within Ward No. 11, P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, in the name of the



four owners herein in the records of Maheshtala Municipality AND thereafter giving out a strip of land out of the said total property toward to widening adjacent Road/Passage the present Owners jointly are in physical possession absolutely of the Bastu land measuring about 21 Cottahs 8 Chittacks more or less being Holding No. C2-91/88/1, 2, 3, 4, 5, G.L. Roy Road, within Ward No. 11, P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, more fully described in the First Schedule hereunder written and herein after called the said property by paying Khajna and taxes to the office of B.L. & L.R.O and Municipality.

AND WHEREAS in the mean time the Owners herein desirous of development and commercial utilization of the said property entered into one Notarized Development Agreement dated 6th day of March, 2013, with the Developer namely **M/S. SHIBALI CONSTRUCTION**, a Partnership Firm, having its Office at Holding/Premises No. C2-91/88/1, 2, 3, 4, 5, G.L. Roy Road, P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, represented by its Partners namely **1) SRI SONATAN MONDAL**, son of Late Radhanath Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, **2) MR. SKH. JHONTU** alias **MR. SK. JHANTU**, son of Late Sk. Fazal, by Faith- Muslim, by Nationality- Indian, by Occupation- Business, residing at S M Nagar Govt. Housing Estate (Phase- I), Block No- H/1, Room No. 8, P.O. Sarkarpool, P.S. Maheshtala Kolkata- 700143, District- South 24 Parganas, **3) SRI BINOD**



KUMAR BALMIKI, son of Sri Rajpal Balmiki, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sapa Mirja Nagar (Baidyapara), P.O. Sarkarpool, Police Station- Maheshtala, Kolkata- 700143, District- South 24 Parganas and **4) SRI SUDARSHAN MONDAL**, son of Sri Sufal Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, for Development of the said property by constructing and erecting Multistoried Building at the said premises as per sanctioned building plan to be obtained from the said Municipality at the cost and expenses of the Developer on the terms and conditions stated therein and also appearing in after AND for implementation of the said development project the said Four Owners executed and registered a General Power of Attorney dated 24th day of September, 2013, being recorded in Book No. IV, CD Volume No. 3, Page from 187 to 202, Being No. 00816 for the year 2013, registered at the Office of D.S.R.- II, Alipore, South 24 Parganas, in favour of **1) SRI SONATAN MONDAL**, son of Late Radhanath Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, **2) MR. SKH. JHONTU alias MR. SK. JHANTU**, son of Late Sk. Fazal, by Faith- Muslim, by Nationality- Indian, by Occupation- Business, residing at S M Nagar Govt. Housing Estate (Phase- I), Block No- H/1, Room No. 8, P.O. Sarkarpool, P.S. Maheshtala Kolkata- 700143, District- South 24 Parganas, **3) SRI BINOD KUMAR BALMIKI**, son of Sri Rajpal



Balmiki, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sapa Mirja Nagar (Baidyapara), P.O. Sarkarpool, Police Station- Maheshtala, Kolkata- 700143, District- South 24 Parganas and **4) SRI SUDARSHAN MONDAL**, son of Sri Sufal Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas and by the said General Power of Attorney the said Owners herein appointed and authorized the said **i) SRI SONATAN MONDAL, ii) MR. SKH. JHONTU alias MR. SK. JHANTU, iii) SRI BINOD KUMAR BALMIKI and iv) SRI SUDARSHAN MONDAL**, as their agent to do, act and think as stated therein.

AND be it mentioned here that on the prayer of the Owners with the help of the said Developer for conversion from 28 Sataks Danga land at L.R. Dag No. 474 to Bastu land the Learned B.L. & L.R.O. T.M. Block, South 24 Parganas was pleased to make conversion from the said Danga land to Bastu Land of 28 Sataks more or less at L.R. Dag No. 474.

AND WHEREAS in terms of the said Development Agreement the Developer at its own cost and expenses obtained the sanctioned Plan vide No. 904/2013-14 dated 09.12.2019. from the said Municipality in the name of the said Four Owners for construction of Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities thereon at the said premises.



AND WHEREAS for the purposes of approval project by the Financial Institutions and also for avoiding any disputes in future and also for better implementation of the Development works the Land owners and the Developer herein have decided to get these presents to be registered.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS : -

ARTICLE - I

DEFINITIONS

OWNERS : 1) **SRI MANMATHA SARDAR** alias **SRI MANMATH NATH SARDAR** (PAN EDNPS1049M) (AADHAAR No. 9210 5618 2497), son of Late Kinu Ram Sardar, 2) **SMT. KALPANA SARDAR** (PAN EQNPSS037L) (AADHAAR No. 2513 0699 6201), wife of Sri Manmatha Nath Sardar, 3) **SRI BIJU SARDAR** (PAN EDNPS1046E) (AADHAAR No. 7164 7310 3179), son of Sri Manmatha Nath Sardar and 4) **SRI RAJU SARDAR** (PAN ETZPS3340P) (AADHAAR No. 2798 8279 1950), son of Sri Manmatha Nath Sardar, all are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 1** Cultivation, **No. 2** Housewife, **No. 3** Service and **No. 4** No Income respectively, all are residing at Rampur, G. L. Roy Road, P.O. Gobindapur (M), P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, shall mean their respective legal heirs, successors, executors, legal representatives and assigns as the case may be.

DEVELOPER: M/S. SHIBALI CONSTRUCTION (PAN ACAFS4437K), a Partnership Firm, having its Office at Holding/Premises No. C2- 91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, represented by its' Partners namely 1) **SRI SONATAN MONDAL** (PAN AMAPM4736B) (AADHAAR No. 6085 3470 4730), son of Late Radhanath Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, 2)



MR. SKH. JHONTU alias **MR. SK. JHANTU** (PAN AEVPJ4762M) (AADHAAR No. 6348 1861 4087), son of Late Sk. Fazal, by Faith- Muslim, by Nationality- Indian, by Occupation- Business, residing at S M Nagar Govt. Housing Estate (Phase- I), Block No- H/1, Room No. 8, P.O. Sarkarpool, P.S. Maheshtala Kolkata- 700143, District- South 24 Parganas, 3) **SRI BINOD KUMAR BALMIKI** (PAN APPPB9487G) (AADHAAR No. 3177 4442 5025), son of Sri Rajpal Balmiki, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sapa Mirja Nagar (Baidyapara), P.O. Sarkarpool, Police Station- Maheshtala, Kolkata- 700143, District- South 24 Parganas and 4) **SRI SUDARSHAN MONDAL** (PAN ATEPM6957D) (AADHAAR No. 6368 5527 8951), son of Sri Sufal Mondal, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at Sampa Mirja Nagar (Purbopara), P.O. Sarkarpool, P.S. Maheshtala, Kolkata- 700143, District- South 24 Parganas, shall mean its' successors in Office and assigns as the case may be.

SAID PROPERTY : Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities to be constructed on and upon the First Schedule Land as per the said plan that has been sanctioned by the Builder/Developer from the Maheshtala Municipality along with common facilities, benefits, amenities at parcel of Bastu land on physically measuring about 35 Sataks or 21 Cottahs 8 Chittacks more or less (which mutated as 38 Sataks in the records of Municipality) along with 400 Sq. ft. Tiles Shed Structure standing thereon, lying and situated at R.S. Dag Nos. 351 and 354 and L.R. Dag Nos. 474 and 477 under R.S. Khatian Nos. 8, 206 and 147 and L.R. Khatian Nos. 262, 841, 842 and 1033 of Mouza- Rampur, J.L. No. 10, Touzi Nos. 9 and 411, R.S. No. 352, under the Maheshtala Municipality Ward No. 11, Holding No. C2-91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O. Gobindapur (M), P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, A.D.S.R. Behala, South 24 Parganas, as described in the First Schedule below.



PROPOSED BUILDING MEANS: Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities along with Car Parking Spaces and Other Spaces to be constructed over the land as described in the Schedule below.

COMMON AREAS: shall mean the passage, ways, stair ways, staircase, gates, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Maheshtala Municipality filtered water connection and the pipe lines, water pump and over head Tank, Lifts, Lift Rooms, underground water reservoir, boundary wall, court yard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the Developer from time to time, the particulars of such common areas are more clearly written in

FOURTH SCHEDULE hereunder:

OWNERS' ALLOCATION:

- (1) a) The Landowners shall have to be jointly allotted 1 (One) number of self contained Flat on the First Floor of Block- C, South- West Facing, measuring more or less 800 sq.ft. super built up area comprising of 2 (Two) Bedrooms, 1 (One) Living cum Dining Room, 1 (One) Kitchen, 2 (Two) Toilets and 1 (One) Veranda.
- b) The Landowners shall have to be jointly allotted 1 (One) number of self contained Flat on the Second Floor of Block- B, South- West Facing, measuring more or less 800 sq.ft. super built up area comprising of 2 (Two) Bedrooms, 1 (One) Living cum Dining Room, 1 (One) Kitchen, 2 (Two) Toilets and 1 (One) Veranda.
- c) The Landowners shall have to be jointly allotted 1 (One) number of self contained Flat on the Second Floor of Block- B, North- West Facing, measuring more or less 800 sq.ft. super built up area comprising of 2 (Two) Bedrooms, 1



One) Living cum Dining Room, 1 (One) Kitchen, 2 (Two) Toilets and 1 (One) Veranda.

2) The Landowners shall have to be allotted 1 (One) No. of Car Parking Space of Block- C, measuring more or less 100 sq.ft. on the Ground Floor.

3) The Landowners shall be given the rent per month by the Developers for the consequences of shifting and the said rent will be payable per month by the Developer to the said Landowners herein will be settled amicably between them from the execution of this Agreement till the possession of the said Flats to the Landowners after the completion of the said proposed Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities.

DEVELOPER'S ALLOCATION: Shall mean the entire built up area including staircase in the Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities as per Building Plan that has been sanctioned by the Maheshtala Municipality Authority other than the allotment of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities to be constructed on the said parcel of Bastu land on physically measuring about 35 Sataks or 21 Cottahs 8 Chittacks more or less (which mutated as 38 Sataks in the records of Municipality) along with 400 Sq. ft Tiles Shed Structure standing thereon, lying and situated at R.S. Dag Nos. 351



and 354 and L.R. Dag Nos. 474 and 477 under R.S. Khatian Nos. 8, 206 and 147 and L.R. Khatian Nos. 262, 841, 842 and 1033 of Mouza- Rampur, J.L. No. 10, Touzi Nos. 9 and 411, R.S. No. 352, under the Maheshtala Municipality Ward No. 11, Holding No. C2-91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O. Gobindapur (M), P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, A.D.S.R. Behala, South 24 Parganas, as described in the Schedule below.

ARTICLE - II **COMMENCEMENT**

The date of commencement of the building work shall be reckoned with effect from the date of signing of this presents in respect of the proposed construction on the First Schedule land and the work shall be completed within **24 (Twenty Four) months** thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract.

ARTICLE - III

OWNERS' RIGHT AND REPRESENTATIONS

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the said parcel of Bastu land on physically measuring about 35 Sataks or 21 Cottahs 8 Chittacks more or less (which mutated as 38 Sataks in the records of Municipality) along with 400 Sq. ft. Tiles Shed Structure standing thereon, lying and situated at R.S. Dag Nos. 351 and 354 and L.R. Dag Nos. 474 and 477 under R.S. Khatian Nos. 8, 206 and 147 and L.R. Khatian Nos. 262, 841, 842 and 1033 of Mouza- Rampur, J.L. No. 10, Touzi Nos. 9 and 411, R.S. No. 352, under the Maheshtala Municipality Ward No. 11, Holding No. C2-91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O.



obindapur (M), P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all encumbrances, liens, lispendence, charges. Moreover the Landowners till this day has not entered into any Agreement for Sale or Joint Venture Agreement with any Third Party in respect of the said property. The said premises is free from all encumbrances, charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

If any defect in Title shall be found or if anybody shall dispute the Title of the Landowners in respect of the said premises or any suit or action or proceeding shall be initiated regarding the Title of the Landowners in respect of the said premises then and in that event, it shall be the responsibility of the Landowners to defend such suits, proceedings, or actions at her own costs and the Landowners hereby further agree to keep the Developer indemnified against all actions, suit, proceedings and cost, charges and expenses in respect thereof. The Landowners have every right to raise any objection or taking any step at any point of time if there is any violation of clauses of this Agreement.

ARTICLE - IV **DEVELOPER'S RIGHT**

The Landowners hereby grant right to the Developer to construct, erect and build the proposed Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities as per Sanctioned Building Plan after demolition of the existing structures and the materials, debris which shall come out from such demolition shall be taken by the Developer.

ARTICLE - V **CONSTRUCTION**

In consideration of the Landowners having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting and buildings i.e. buildings in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' allocation in full. The said Owners' allocation along with the entire buildings shall be constructed and completed with good and standard materials which he must mention to



owners" and the said buildings should be a decent buildings and shall contain all amenities which are normally provided for a decent buildings for residential purpose. The Landowners shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Landowners to pay and contribute any amount in the construction and completion of the buildings and/or the said Landowners' allocation.

ARTICLE - VI **PROCEDURE**

The Landowners shall grant to the Developer and/or their nominated person or persons the Power that had already been conferred in favour of the Developer herein for the purpose of obtaining all necessary permissions and approvals from the different Authorities in connection with the construction of the buildings and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the share of land for the self-contained Flats, Car Parking Spaces and Other Spaces of the Developer's allocation to their nominated person or persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the buildings comprising in the portion of the Developer's allocation after handing over and making over the said Owners' allocation with her satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owners in respect of the Developer's Allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Landowners on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the Maheshtala Municipality, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard materials and the specification of materials as given in the Schedule hereunder and the Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do any thing by which the Developer may be restrained from doing or completing the constructional work of the said buildings in the said premises.

All the men and machinery and materials will be supplied by the Developer at his costs and expenses.

The Developer shall be entitled to all the materials etc. to come up after dismantlement of the existing buildings at the First Schedule property without





A.D.S.R. Behala

25 FEB 2020

Dist.- South 24 Pgs.



any claim and demand of the Landowners and/or any persons claim up under him.

All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Landowners cannot raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of buildings will be undertaken by the Developer and the Landowners shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the buildings and also for electric connection, water connection, and sewerage system will be done by the Developer.

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchaser/s of the said Flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchaser/s for the Developer's allocation in the said premises and the Owners shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowners had already conferred a Registered General Power of Attorney dated 24th day of September, 2013, in favour of the Developer herein appointing them as their Attorney to negotiate with terms and conditions with the intending Purchaser/s, to collect consideration either in part or in full in respect of the Developer allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer's allocation portion.

The Developer shall use in the said construction the standard and approved quality of materials as specified herein. Original Deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owners as and when required. No adjustment on the Landowners' Allocation shall be allowed on any account whatsoever.

Land at the said premises approximately measuring about 21 (Twenty One) Cottahs 8 (Eight) Chittacks be the same a little more or less and if it appears that the area of the land deviates a little more or less, the Landowners shall not allow any adjustment of Landowners' Allocation on such account.



ARTICLE - VII
POSSESSION AND CONSTRUCTION

It has been agreed between the Landowners and the Developer that the construction, erection and completion of the said buildings shall be completed within 24 (Twenty Four) months from the signing of this presents. The Developer shall on completion of new buildings, put the Landowners in possession of the Owners' Allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said buildings.

That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer has exclusive right to transfer the Developer's Allocation portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said buildings after possession is made over to the Owners of the Owners' allocated portion constructed by the Developer. The construction of the Owners' allocation shall be done by the Developer for and on behalf of and on account of the Owners and the Developer shall only be acting as Developer on behalf of the Owners.

The Developer shall be entitled to sell the Developer's Allocation as hereinabove mentioned together with the proportionate share in the land and shall be entitled to deal with or dispose of the Developer's allocation.

The Landowners shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building materials for construction of the said new buildings for construction of the said new buildings and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and if possible separate drainage, sewerage and gas etc. for the said buildings. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the developer and the Owners shall have not liability in this context.

ARTICLE - VIII
BUILDINGS

The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new buildings and other inputs and facilities required for the construction or enjoyment of a portion of the buildings for which purpose, the Owners had executed in favour of the Developer a Registered General Power of Attorney dated 24th day of September, 2013.



Developer shall at his own costs and expenses and without creating any financial or other liabilities of the Owners construct and complete the said buildings and various units/flats and/or apartments thereto and/or modification shall be made in the Landowners' allocation with the consent of the Landowners in writing.

ARTICLE -IX
DEVELOPER'S ALLOCATION

Shall mean the entire built up area including staircase in the Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities as per Building Plan that has been sanctioned by the Maheshtala Municipality Authority other than the allotment of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities to be constructed on the said parcel of Bastu land on physically measuring about 35 Sataks or 21 Cottahs 8 Chittacks more or less (which mutated as 38 Sataks in the records of Municipality) along with 400 Sq. ft. Tiles Shed Structure standing thereon, lying and situated at R.S. Dag Nos. 351 and 354 and L.R. Dag Nos. 474 and 477 under R.S. Khatian Nos. 8, 206 and 147 and L.R. Khatian Nos. 262, 841, 842 and 1033 of Mouza- Rampur, J.L. No. 10, Touzi Nos. 9 and 411, R.S. No. 352, under the Maheshtala Municipality Ward No. 11, Holding No. C2-91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O. Gobindapur (M), P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, A.D.S.R. Behala, South 24 Parganas, as described in the Schedule below.

ARTICLE -X
NOTICE OF POSSESSION & PAYMENT OF TAXES

1. After completion of the Landowners' allocation as per the plan, the Developer shall issue a letter to the Landowners at their respective addresses before the delivery of possession. On receipt of the said letter, the Landowners shall first take possession of the Owners' allocation being free from all encumbrances and then the Developer as a Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer allocation to the respective intending Purchaser (s) duly nominated by the Developer.

The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the Flats and the Car Parking Spaces of the Owners' Allocation to the Owners.



The Developer shall be liable to pay the taxes from the date of taking possession of the schedule below property till completion of the buildings and after taking possession and fulfillment of Owners' allocation, the Owners shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion.

3. The Landowners are liable to pay **Goods and Service Tax** as applicable for the Units allocated to them as per the Owners' Allocation as cited above to the Developer as and when asked by the Developer to the Landowners.

ARTICLE -XI **DUTIES & OBLIGATIONS AND/OR REGISTRATION**

1. All the Landowners and the Developer shall abide by all laws, regulations, bye-laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.

2. The Landowners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings comprised therein.

3. Simultaneously with execution hereof the Owners shall hand over the custody of the 1st schedule premises to the Developer for the purpose of, in connection with and in relation to the proposed construction work.

4. That the Developer shall take responsibility of demolishing the structure, existing in the schedule below premises at their own costs and waste material which may come out from such demolition shall be taken by the Developer.

ARTICLE - XII **OWNERS' INDEMNITY**

The Landowners hereby agree that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

ARTICLE -XIII **DEVELOPER'S INDEMNITY**

The Developer hereby agrees to keep the Landowners indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.



The Developer hereby undertakes to keep the Landowners indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said buildings.

ARTICLE - XIV **DEFINITIONS**

- 1) **THE LAND** shall mean and include, the land fully described in the **FIRST SCHEDULE** hereunder written.
- 2) **'THE BUILDINGS'** shall mean, the Multistoried Buildings consisting of 3 (Three) Nos. of Block with Lift facilities comprising the unit, which is constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flat and the Car Parking Space in the building including all fittings and fixtures therein and or thereto.
- 4) **'THE BUILT UP AREA'** shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the lift, staircase & staircase landing of the floor on which the said flat is located in the buildings or all the flats of the buildings together with total lift, staircase & staircase landing area of the buildings as the context permits.
- 5) **'THE SUPER BUILT UP AREA'** shall according to its context means the Built up Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Built up Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.
- 6) **'THE COMMON AREAS'** shall mean the common portions comprised in the buildings as are outside and beyond the exclusive areas of a unit.
- 7) **'PROPORTIONATE SHARE'** shall mean the Purchasers share in the land and the common areas and faculties and such share from the all



common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Maheshtala Municipality, of the unit.

8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.

9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Purchasers herein.

10) **'THE PLAN'** shall mean the plan approved and sanctioned by the Maheshtala Municipality for the buildings at Holding No. C2-91/88/1, 2, 3, 4, 5, G. L. Roy Road, P.O. Gobindapur (M), P.S. Maheshtala, Kolkata- 700141, District- South 24 Parganas, A.D.S.R. Behala, South 24 Parganas, in the name of the OWNERS herein and at the cost of the Developer.

11) **'COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the buildings.

12) **'WORDS'** importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice versa and similarly words importing neuter gender shall gender include masculine and feminine genders.

ARTICLE - XV **MISCELLANEOUS**

1. The Landowners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Parties hereto in any manner nor shall the parties hereto constituted as an Association of person.

2. It is understood that from time to time to facilitate the construction of the buildings by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and may need of the Owners and various applications and other documents may be required to be



or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and the Owners shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owners and/or against the spirit of this agreement.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the developer at the recorded address.

4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said buildings and/or common parts therein.

5. The Developer shall pay all Maheshtala Municipality taxes in respect of the Schedule below property and also electricity charges to be paid in respect of Owners' allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the buildings and handing over possession of the same to the Owners.

6. That the Developer shall bear all expenses for obtaining Income Tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.

7. The Intending Purchaser, Flat Owners, Developer/s and the Landowners shall not do any such thing for which the mutation in respect of the respective flat is obstructed or objected by the Maheshtala Municipality or any concerning authority.

8. Any dispute or differences which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this Deed or any party thereof, or the rights and liabilities under this Deed, shall be referred to Arbitration and the decision of a Sole Arbitrator, if the parties in disputes so agree, otherwise to two or more arbitration, one to be nominated by each party or his/their representatives and incase of difference of opinion between them, by the umpire selected by them at the commencement of reference and this clause shall be deemed to be a submission within the meaning of the Indian Arbitration & Conciliation Act, 1996 and/or any other statutory modification and/or reenactment.

