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

[Signature]

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

29 NOV 2024

**THIS SUPPLEMENTARY DEVELOPMENT
AGREEMENT**

Made this the 29th day of November, 2024

[Two Thousand Twenty Four]

BETWEEN

SRIMATI ANURADHA CHAKRABORTY [PAN ANMPC5503H] [AADHAAR 9305 0306 5859], wife of Sri Sujit Kumar Chakraborty and daughter of Sushil Kumar Pathak, by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at BA- 39, Deshbandhu Nagar, Post Office - - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, hereinafter to referred and called as the **LANDLORD/OWNER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**;

AND

RAI & RAJ ENTERPRISE [PAN ABFFR1556C], a Partnership Firm, having its Office at FB-8, Ghosh Para, Baguiati, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, represented by its Partners namely [1] **SRI MIHIR GHOSH** [PAN AKMPG0060E] [AADHAAR 5587 5405 4023], son of Late Haran Chandra Ghosh, residing at EC-2, Ghoshpara, Post Office Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN 700 059, State - West Bengal and [2] **SRI RAJDEEP GHOSH** [PAN DAKPG0935D] [AADHAAR 9660 5410 4772], son of Late Rajib Ghosh, residing at FB-8, Ghosh Para, Baguiati, Post Office Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal, both by Religion - Hindu, by Occupation - Business, by Nationality - Indian, hereinafter referred to and called as the **"DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include its heirs, executors, administrators, legal representatives and assigns of the **OTHER PART**;

WHEREAS:

- A. That, by a Saf Bikray Kobala dated the 5th day of November, 1951 one **SRIMATI TUSHARMOYEE HALDER**, therein referred to and called as the Vendor of the One Part due to urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece and parcel of a plot of land measuring about 7 [seven] Sataks equivalent to 4 [four] Cottahs 9 [nine] Chittacks 0 [zero] Square Feet more or less, lying and situated at Mouza RAGHUNATHPUR, J. L. No. 8, Re. Sa. No. 134, Touzi No. 3027, Pargana KOLKATA, comprised in C. S. Dag No. 661 corresponding to R. S. Dag No. 710/787 appertaining to C. S. Khatian No. 161 under Khatian No. 160 corresponding to R. S. Khatian No. 183 under Khatian No. 180, within the jurisdiction of the Office of the Sub-Registrar

Anuradha Chakraborty

Mihir Ghosh
Rajdeep Ghosh

at Cossipore, Dum Dum, under Police Station Rajarhat, District 24-Parganas, unto and in favour of one SRI BIMALENDU BASU, therein referred to and called as the Purchaser of the Other Part, which was duly registered in the Office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 78, Pages from 292 to 295, Being No. 6234, against the consideration mentioned therein and thus handed over the peaceful, vacant and physical possession of the aforesaid property absolutely and forever,

B. That, by virtue of aforesaid Saf Bikray Kobala, while thus said SRI BIMALENDU BASU, enjoying the aforesaid property as the sole and absolute owner, by a Saf Bikray Kobala dated the 6th day of December, 1968 said SRI BIMALENDU BASU, therein referred to and called as the Vendor of the One Part due to urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of a plot of land measuring about 7 [seven] Sataks equivalent to 4 [four] Cottahs 9 [nine] Chittacks 0 [zero] Square Feet more or less, lying and situated at Mouza- RAGHUNATHPUR, J. L. No. 8, Re. Sa. No. 134, Touzi No. 3027, Pargana KOLKATA, comprised in C. S. Dag No. 661 corresponding to R. S. Dag No. 710/797 appertaining to C. S. Khatian No. 161 under Khatian No. 160 corresponding to R. S. Khatian No. 183 under Khatian No. 180, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station Rajarhat, District 24-Parganas, unto and in favour of one SRI ASHOKE HALDER, son of Late Sreedhar Halder, therein referred to and called as the Purchaser of the Other Part, which was duly registered in the Office of the Sub Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 118, Pages from 214 to 218, Being No. 8731, against the consideration mentioned therein and thus handed over the peaceful, vacant and physical possession of the aforesaid property absolutely and forever;

C. That, by virtue of aforesaid Saf Bikray Kobala, while the said SRI ASHOKE HALDER, son of Late Sreedhar Halder, enjoying the aforesaid property as the sole and absolute owner, by a Saf Bikray Kobala dated the 4th day of Jaistha, 1384 B. S. corresponding to 18th day of May, 1977 the said SRI ASHOKE HALDER, son of Late Sreedhar Halder, therein referred to and called as the Vendor of the One Part due to urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of a plot of land measuring about 7 [seven] Sataks equivalent to 4 [four] Cottahs 9 [nine] Chittacks 0 [zero] Square Feet more or less, lying and situated at Mouza- RAGHUNATHPUR, J. L. No. 8, Re. Sa. No. 134, Touzi No. 3027, Pargana KOLKATA, comprised in C. S. Dag No. 661 corresponding to R. S. Dag No. 710/787 appertaining to C. S.

Khatian No. 161 under Khatian No. 160 corresponding to R. 8. Khatian No. 183 under Khatian No. 180, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station Rajarhat, District 24-Parganas, - unto and in favour of one SRIMATI ANURADHA CHAKRABORTY, wife of Sri Sujit Kumar Chakraborty, therein referred to and called as the Purchaser of the Other Part and the Landlord/owner herein, which was duly registered in the Office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 84, Pages from 88 to 91, Being No. 2993 for the year 1977, against the consideration mentioned therein and thus handed over the peaceful, vacant and physical possession of the aforesaid property absolutely and forever;

- D. That, by virtue of aforesaid Saf Bikray Kobala, said SRIMATI ANURADHA CHAKRABORTY, wife of Sri Sujit Kumar Chakraborty, the Landlord/owner herein became the sole and absolute owner and had mutated her name in Office of the concerned competent authorities and used to pay proper tax and other outgoings against her name regularly and punctually and thus enjoying the aforesaid property without any interruptions and/or hindrances from any corner and thus prepared a building plan for a two storied building with the help of a reputed architect and submitted before the concerned competent authority for necessary sanction and/or approval and upon procurement of sanctioned and/or approved plan the said SRIMATI ANURADHA CHAKRABORTY, wife of Sri Sujit Kumar Chakraborty, the Landlord/owner herein had constructed a two storied building from her own cost, expenses and supervision and completed the same in habitable condition in all respect and seized and possessed of or otherwise well and sufficiently entitled to diverge the same absolutely forever and free from all sorts of encumbrances, attachments, liens, lispendences, alignments, requisitions, acquisitions and abilities whatsoever;
- E. That, by virtue of purchase and mutation as well, said **SRIMATI ANURADHA CHAKRABORTY**, wife of Sri Sujit Kumar Chakraborty and daughter of Sushil Kumar Pathak, the Landlord/Owner herein became the sole and absolute recorded owner of **ALL THAT** piece and parcel of a plot of land classified as **BASTU** measuring about **7 [seven] Sataks** equivalent to **4 [four] Cottahs 9 [nine] Chittacks 0 [zero] Square Feet** more or less **TOGETHER WITH** a **Two Storied Brick Built Residential Building** with **R. C. C. Roof and Tiles Flooring** measuring about **1200 (One Thousand Two Hundred) Square Feet** more or less out of which **Ground Floor** measuring about **600 (six hundred) Square Feet** more or less and **First Floor** measuring about **600 (six hundred) Square Feet** more or less as standing thereon, being and situated at **Mouza- RAGHUNATHPUR, J. L.**

No 5, Re. Sa. No. 134, Touzi No. 3027, Pargana Kolkata, comprised in C. S. Dag No. 661 corresponding to R. S. and L. R. Dag No. 710/787 appertaining to C. S. Khatian No 161 under Khatian No. 160 corresponding in R. S. Khatian No. 183 under Khatian No. 180 corresponding to L. R. Khatian No. 63/1, within the local limits of Rajarhat Gopalpur Municipality, now under Ward No. 10 of the Bidhannagar Municipal Corporation, being Municipal Holding No. 26, being Assesses No. 20033168844, being Premises No. BA-39, Deshbandhu Nagar, Post Office Deshbandhu Nagar, within the jurisdiction of the Office of the Additional District Sub Registrar, previously at Bidhannagar (Salt Lake City), presently at Rajarhat, New Town, under Police Station - Rajarhat [old] Baguiati (new), District North 24 Parganas, PIN - 700 059, State - West Bengal, which is more fully and particularly mentioned in the First Schedule herein and referred to and called as the "SAID PREMISES";

- F. That, with an intension to develop the aforesaid property by way of erection of a multi-storied building thereon and to that effect, said **SRIMATI ANURADHA CHAKRABORTY**, wife of Sri Sujit Kumar Chakraborty and daughter of Sushil Pathak, the Landlord/Owner herein had entered into a **Development Agreement** on 23rd day of November, 2023 with a reputed Developer namely **RAI & RAJ ENTERPRISE**, a Partnership Firm, having its Office at FB-8, Ghosh Para, Baguiati, Post Office Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal, represented by its Partners namely [1] **SRI RAJIB GHOSH**, son of Joydeb Ghosh, residing at FB-8, Ghosh Para, Baguiati, Post Office Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal and [2] **SRI MIHIR GHOSH**, son of Late Haran Chandra Ghosh, residing at EC-2, Ghoshpara, Post Office Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal, both by Religion - Hindu, by Occupation - Business, by Nationality - Indian, under some terms, condition and Allocation mentioned therein, which was duly registered with the Office of the **Additional District Sub-Registrar at Rajarhat, New Town** and recorded in Book No. I, Volume No. 1523-2023, Pages from 584502 to 584538, **Being No. 152317249** for the year 2023 and on the same day i.e. on 23rd day of November, 2023 said **SRIMATI ANURADHA CHAKRABORTY**, wife of Sri Sujit Kumar Chakraborty and daughter of Sushil Kumar Pathak, the Landlord/Owner herein had executed a **Development Power of Attorney after Registration of Development Agreement** in favour of said **RAI & RAJ ENTERPRISE**, a Partnership Firm, having its Office at FB-8, Ghosh Para, Baguiati, Post Office

Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal, represented by its Partners namely [1] **SRI RAJIB GHOSH**, son of Joydeb Ghosh and [2] **SRI MIHIR GHOSH**, son of Late Haran Chandra Ghosh, as her **Constituted Attorney**, which was duly registered with the **Office** of the **Additional District Sub-Registrar** at **Rajarhat, New Town** and recorded in Book No. I, Volume No. 1523-2023, Pages from 584720 to 584738, **Being No. 152317256** for the year **2023**;

- G. That, after execution and registration and registration of Development Agreement and Development Power of Attorney after Registration of Development Agreement, said **RAI & RAJ ENTERPRISE**, the Developer had commenced the process of development work and to that effect said **RAI & RAJ ENTERPRISE**, the Developer had prepared a Building Plan for a multi-storied building with the help of a reputed Architect and submitted before the **Bidhannagar Municipal Corporation** for necessary sanction and/or approval and thus the Municipal Authority be pleased to sanctioned and/or approved the same vide **Building Permit No. SWS-OBPAS/2109/2024/0174**, dated the **9th day of June, 2024**;
- H. That, during the process of development, one of the Partners of said **RAI & RAJ ENTERPRISE**, said **RAJIB GHOSH** died intestate on **1st day of August, 2024**, leaving behind him, **his only son** namely **SRI RAJDEEP GHOSH**, as the only legal heir, successor and representative towards the estate of deceased **RAJIB GHOSH**, by virtue of law of inheritance as per Hindu Succession Act, 1956;
- I. That, after the demise of said **RAJIB GHOSH**, one of the Partners of said **RAI & RAJ ENTERPRISE**, the another Partner of said **RAI & RAJ ENTERPRISE**, said **SRI MIHIR GHOSH**, well-wishers of said **SRI RAJDEEP GHOSH**, son of Late Rajib Ghosh and **SRI RAJDEEP GHOSH**, son of Late Rajib Ghosh, himself jointly decided that, said **SRI RAJDEEP GHOSH**, son of Late Rajib Ghosh, shall represent and run said Partnership Firm said **RAI & RAJ ENTERPRISE**, as one of the Partners of said **RAI & RAJ ENTERPRISE**, instead of deceased Partner said **RAJIB GHOSH**;
- J. That, said **RAI & RAJ ENTERPRISE**, the Developer herein had requested to the Landlord/Owner herein to execute and register this Supplementary Development Agreement and Supplementary Development Power of Attorney after Registered Development Agreement and the terms, condition and Allocation of Landlord's/Owner's and Developer in previous Development Agreement and Development Power of Attorney after

Registered Development Agreement shall be remain same and after hearing such intension of Developer herein, the Landlord/Owner herein agreed to execute and register this Supplementary Development Agreement and Development Power of Attorney after Registered Supplementary Development Agreement under the terms, conditions and Allocation mentioned hereunder;

- K. That, the Landlord/Owner and the Developer herein hereby agreed and declare that the terms, conditions and Allocation except substitution of Partner as stated above this agreement will be treated as **Supplementary Development Agreement** of the **Principal Development Agreement** made and executed between the Landlord/Owner and the Developer herein on **23rd day of November, 2023** which was duly registered with the **Office of the Additional District Sub-Registrar at Rajarhat, New Town** and recorded in Book No. I, Volume No. 1523-2023, Pages from 584502 to 584538, **Being No. 152317249** for the year **2023** both the parties hereby agreed to comply with the relevant portions of the said agreement and this agreement will be treated as part and parcel of the said principal Agreement.

AND WHEREAS:

- A. The terms in these presents shall unless they be contrary or repugnant to the context, mean and include the following:-
1. **ADVOCATE** shall mean SUPROTIM SAHA, Advocate, having Office at "MONOLATA", BA-12/2B, Deshbandhu Nagar, Kolkata - 700 059, or any person or firm appointed or nominated by the Developer as Advocates for the supervision of the legal affairs of the project hereinafter defined;
 2. **ARCHITECT** shall mean and include any person or firm appointed or nominated by the Developer as Architect for the supervision of the construction of the Building hereinafter defined;
 3. **THE SAID BUILDING** shall mean and include the said Multi-storied R.C.C. frame structure building containing numbers of residential flats on the upper floors and commercial space, car parking space and flat on the ground floor on the said premises according to the drawn up plans and specification signed by the Landlord/owner and simultaneously to be sanctioned by the competent authority and in conformity with the said details of construction specifically written in the Fifth Schedule hereunder subject to the terms and conditions hereinafter stated.

4. **BUILDING PLAN** shall mean and include the drawings, plans and specification of the said building to be approved by the Landlord/owner and sanctioned by the Bidhan Nagar Municipal Corporation with any renewal or amendments thereto and/or modification thereof made or caused by the Developer after approval of the Landlord/owner and sanctioned by the competent authority or other authority.
5. **COMMON AREAS, FACILITIES AND COMMON AMENITIES** shall mean and include corridors, stairways, lift room, lift well, space for installation of pump and motor, space for installation of electric meters, deep tube well, overhead water reservoir, lift machine and its accessories, roof, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building.
6. **LANDLORD/OWNER** shall mean and include **SRIMATI ANURADHA CHAKRABORTY** wife of Sri Sujit Kumar Chakraborty and daughter of Sushil Kumar Pathak, by Religion Hindu, by Occupation Housewife, by Nationality Indian, residing at BA-39, Deshbandhu Nagar, Post Office Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN-700 059, State West Bengal and her legal heirs, successors, trustees, legal representatives, administrators and queries and Legal correspondence to the Landlord/owner shall be addressed to the present address of the Landlord/owner,
7. **DEVELOPER** shall mean & include **RAI & RAJ ENTERPRISE**, a Partnership Firm, having its Office at FB-8, Ghosh Para, Baguiati, Post Office Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN-700 059, State West Bengal, represented by its Partners namely [1] **SRI MIHIR GHOSH**, son of Late Haran Chandra Ghosh, residing at EC-2, Ghoshpara, Post Office Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal and [2] **SRI RAJDEEP GHOSH**, son of Late Rajib Ghosh, residing at FB-8, Ghosh Para, Baguiati, Post Office Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN 700 059, State West Bengal, both by Religion Hindu, by Occupation - Business, by Nationality - Indian, and its respective trustees, executors, administrators, successors in office, legal representatives and assigns;
8. **LANDLORD'S/OWNER'S ALLOCATION** shall mean 50% of the total area constructed in the building including flats, garages and shops which is to be allotted to the Landlord/owner as Landlord's/owner's Allocation in

- accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the constructed area to be allocated to the Landlord/Owner by the Developer to the Landlord/Owner specifically and particularly set out in the **SECOND SCHEDULE** hereunder written.
9. **DEVELOPER'S ALLOCATION** shall mean 50% of the total constructed area including flats, garages and shops in the building to be constructed on the said premises after Allocation to the Landlord/owner, including proportionate share of land and there common facilities and amenities attributable to the constructed area to remain an with the Developer, specifically and particularly set out in the **THIRD SCHEDULE** written hereunder.
 10. **PREMISES** shall man and include **ALL THAT** piece and parcel of a plot of land classified as **BASTU** measuring about 7 [seven] Sataks equivalent to 4 [four] Cottahs 9 [nine] Chittacks 0 [zero] Square Feet more or less **TOGETHER WITH** a Two Storied Brick Built Residential Building with R. C. C. Roof and Tiles Flooring measuring about 1200 (One Thousand Two Hundred) Square Feet more or less out of which **Ground Floor** measuring about 600 (six hundred) Square Feet more or less and **First Floor** measuring about 600 (six hundred) Square Feet more or less as standing thereon, being and situated at **Mouza-RAGHUNATHPUR, J. L. No 5, Re. Sa. No. 134, Touzi No. 3027, Pargana Kolkata**, comprised in C. S. Dag No. 661 corresponding to R. S. and L. R. Dag No. 710/787 appertaining to C. S Khatian No 161 under Khatian No. 160 corresponding in R. S. Khatian No. 183 under Khatian No. 180 corresponding to L. R. Khatian No. 63/1, within the local limits of **Rajarhat Gopalpur Municipality**, now under Ward No. 10 of the **Bidhannagar Municipal Corporation**, being **Municipal Holding No. 26**, being **Assesses No. 20033168844**, being **Premises No. BA-39, Deshbandhu Nagar, Post Office Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub Registrar, previously at Bidhannagar (Salt Lake City), presently at Rajarhat, New Town, under Police Station - Rajarhat [old] Baguiati (new), District North 24 Parganas, **PIN - 700 059, State - West Bengal**, which is specifically and particularly mentioned and described in the **FIRST SCHEDULE** written hereunder.
 11. **SALEABLE SPACE** shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required there for except landlord/owner Allocation.

12. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the unit owner for the management and maintenance after completion of the said building and the Premises,
13. **LAND** shall mean the land being identified as Premises No. BA-39, Deshbandhu Nagar, Post Office Deshbandhu Nagar, under Police Station Rajarhat [old] Baguiati [new], District North 24-Parganas, PIN-700 059;
14. **PLANS** shall mean the plan of the said Building to be sanctioned and approved by the Bidhannagar Municipal Corporation and shall also, wherever the context permits, including such plans, drawings, designs, elevations and specification and specifications as are prepared by the Architect, including variations/ modifications therein, if any;
15. **PROJECT** shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the Development of the premises be completed and possession of the completed units in habitable condition is taken over by the unit Owners;
16. **PROPORTIONATE** shall mean with all its cognate variations shall mean such ratio the super built up area of all the units in the said building;
17. **COVERED AREA** shall mean and include the area of Flat/Car Parking Space including thickness of the wall together with proportionate share of stair, staircase, and landings therewith;
18. **SUPER BUILT UP AREA** shall mean and include the area which will be certified the architect of the Developer as stated earlier and the said super built up area will be calculated as covered area plus 25% of the covered area;
19. **UNIT** shall mean the flat and/or other covered area in the said building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which will not be treated as common area, facility and common amenity;
20. **UNIT OWNERS** shall mean any person or persons or body or association or firm or company, who acquires, holds, enjoys and/or owns any unit in the said building and shall include the Landlord/owner and Developer of the project held by them, from time to time;
21. **TRANSFER** shall mean transfer by way of Sale of the Developer's Allocation including super built up space excepting the Landlord's/ Owner's Allocation to be transferred by the Developer against consideration to the intending Transferee or Transferees.

22. **TRANSFeree** shall mean the Purchaser or Purchasers to whom any floor space in the proposed multi storied building will transfer against consideration and shall not include Landlord/Owner.
23. **EXTRA CONSTRUCTION** shall mean the multi storied construction/floor over and above the proposed G+3 storied building and/or as to be sanctioned by the Bidhannagar Municipal Corporation and prior permission from the Landlord/Owner or her legal heirs before extra construction work to be started. If any extra construction/floor will be done as per Corporation plan or as per revised sanctioned plan then the extra constructed area/floor shall be equally shared both by the Developer and the landlord/owner i.e. at the ratio of 50:50.

Note:

- 1) Masculine Gender shall include the Feminine and neuter Gender and vice-versa;
- 2) Singular shall include the Plural and vice-versa:

B. The Landlord/owner herein has represented to the Developer as follows:

1. The Landlord/owner is the sole and absolute Owner of the said premises, specifically described in the **FIRST SCHEDULE** hereto, free from all encumbrances whatsoever,
2. The entirety of the premises is in the khas possession of the Landlord/owner and no other person or persons other than the Landlord/owner herein has any right title and interest, occupancy, easement or otherwise on the premises or any part thereof;
3. There are no suits and/or proceedings and/or litigation pending in respect of the Premises or any part thereof;
4. No person or persons other than the Landlord/owner herein has any right, title and interest of any nature whatsoever, in the premises or any part thereof;
5. The right title and interest of the Landlord/owner in the Premises is fully free from all sorts of encumbrances whatsoever and the Landlord/Owner herein has good and marketable title thereto;

6. There are no thika tenant and/or tenants in the Premises in question and the Landlord/owner herein has not yet received any notice of any such claim or proceeding;
 7. No part of the Premises has been or is liable to be acquired under the Urban Land [Ceiling and Regulation] Act, 1976 and/or under any other law and no proceedings are pending in respect thereof;
 8. The Premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Landlord/Owner herein;
 9. Neither the Premises nor any part thereof has been attached and/or in liable to be attached any decree or order of any court of law or due to Income Tax, revenue or any other Public Demand whatsoever.
 10. The Landlord/owner herein has not yet any way dealt with the premises whereby the right title and interest of the Landlord/owner as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;
 11. The Landlord/owner herein shall has no difficulty in obtain Income Tax Certificate and/or any permission for the completion of the transfer of the Developer's allocated portions to the Developer and/or its nominee and/or otherwise in fulfilling their other obligations hereunder written:
 12. The Landlord/owner herein is fully and sufficiently entitled to enter into this agreement.
- C. The representations of the Landlord/Owner mentioned hereinabove are hereafter collectively called "THE SAID REPRESENTATIONS and the Landlord/owner confirm that the said representations are true and correct as per their knowledge and belief,
- D. The Landlord/owner herein has agreed to appoint the Developer herein as the Developer of the premises and the Developer, relying upon the said representation, has agreed to develop the premises, to complete the project, pay the money and to complete construction of the works as and on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED in the presence of the following WITNESSES: -

1. The Landlord/owner herein have appointed the Developer as the Developer of the premises and the Developer has accepted such appointment on the terms and conditions hereunder contained;
2. The development of the Premises will be in the following manner;
 - a) Simultaneously herewith, the Landlord/Owner herein shall deliver vacant and peaceful possession of the Premises to the Developer within thirty days from the day of receipt of sanctioned plan from Bidhan Nagar Municipal Corporation positively;
 - b) Upon execution of this agreement, the Landlord/Owner herein shall hand over the original documents to the Developer herein with due receipt issued by the Developer to the Landlord/Owner in respect of acknowledgment of getting said documents categorically but after completion of the project after transfer of Developer's Allocation the same will be given back to the Landlord/Owner again. It is relevant to maintain here that the Landlord/Owner will have liberty to take back the said documents for the time being if and when be necessary for the purpose of apportionment of their allocated property.
 - c) At any time after procurement of Sanctioned Building Plan, after getting peaceful vacant possession of the Premises from the Landlord/Owner, the Developer shall be entitled to enter upon the premises and do all works for the construction of the said building thereon at its own costs, expenses and supervision;
 - d) The Landlord/Owner herein paying all outstanding rates and taxes, till the date thereof and causing mutation of the name of the Landlord/Owner, in the records of the local authority or any other concerned authorities as required for;
 - e) The Developer shall submit the proposed plan for approval of the local authority at an earliest and take full initiative to procure the approval of the building plan within nine months from the day of execution and/or registration of this agreement positively, if fail, the Landlord/Owner herein shall provide further time for three months for obtain the same, if the Developer not at all capable to procure the approved building plan within twelve months from the day of submission of building plan for approval, in that event Developer will forfeit amount of Rs. 3,60,000/-

(three lac sixty thousand) only and this agreement will be treated as cancelled on consent of the both side. The executed Power Of attorney will be also revoked and deemed as Null and Void.

- f) Upon receiving sanction of the Plans of the said building from the Competent as well as the local authority, the Developer shall notify the Landlord/Owner herein about the same within two days from the day of getting the sanctioned plan AND on receipt of the copy of sanctioned plan, the Landlord/Owner shall handover the vacant possession of the said Premises at an earliest within thirty days from the day of receipt of sanctioned plan;
- g) The Developer shall hold and remain in possession of the Premises build the building and it shall always be deemed that the Developer is in possession of the entirety of the Premises in part performance of this Agreement during the subsistence hereof;
- h) SUBJECT TO force majeure and reasons beyond the control of the Developer, within 18 [eighteen] months from the day of obtaining of vacant possession of the said Premises after production of the sanctioned plan from the local authority, the Developer shall complete the project by constructing the said Building and/or otherwise and deliver possession of the Landlord's/Owner's allocated area to the Landlord/Owner herein in a habitable condition as per the particulars mentioned in the SECOND SCHEDULE hereto, with such reasonable changes as be advised by the Architects SUBJECT TO the Landlord/Owner meeting her obligations of this agreement;
- i) The said building shall be for residential purpose or such other purpose as may be mutually decided by the parties hereto;
- j) That the Landlord/Owner will not raise any objection if the Developer increase any constructed area from the sanctioned plan provided Developer discussed the plan of extra construction with Landlord/Owner and got consent from the Landlord/Owner.
- k) That the Landlord/Owner and/or her nominee or representative shall not lodge any claim, demand and/or put any right over the Developer's Allocation;
- l) That the Developer and/or its nominees or representatives shall not lodge any claim, demand and/or put any right over the Landlord's/Owner's Allocation;

3. In case the Developer fails to deliver possession of the entirety of the Landlord's/Owner's allocated area to the Landlord/Owner within the period stipulated in Clause 2h hereinabove, then and in such event, the Developer shall be granted an extension of a maximum period of 6 [six] months with liquidated damages of Rs. 10,000/- [Rupees Ten Thousand] Only per month alongwith cost of alternate accommodation of Rs. 30,000/- [Rupees Thirty Thousand] Only per month i.e. total Rs. 40,000/- [Rupees Forty Thousand] Only and furthermore for any unforeseen circumstances if the Developer fails to handover the Allocation of the Landlord/Owner within 30 months from the day of handover of possession of the said premises by the Landlord/Owner unto the Developer herein then this agreement will be deemed as cancelled with consent of both parties.
4. Landlord/Owner herein shall, answer and comply with all requisitions made by the Advocate of the Developer for establishing the title of the Landlord/Owner to the premises and shall make out a marketable title.
5. The Landlord/Owner herein shall give such other consent, sign such papers, documents, deeds and undertakings and render such co-operation, as be required by the Developer for smooth running of the construction and completion of the said building, i.e. the Project.
6. In connection with the aforesaid, it is agreed and clarified as follows:-
 - a) The Developer shall cause such changes to be made in the plans as the Architects may approved and/or as shall be required by the concerned authorities, from time to times for rule of the Competent authority/s as per rule of the competent authority/s.
 - b) In case it be required to pay any outstanding dues to the Municipality or any other out goings and abilities in respect of the Premises including all the expenses regarding the mutation of the name of the Landlord/Owner, then the Developer herein at its own cost and expenses shall pay such dues and bear the cost and thereof till the date of hand over the physical vacant possession to the Developer and the Developer also shall pay the Municipal rates and taxes and electricity bills from the day of getting physical vacant possession of the Premises.
 - c) The Developer shall be at liberty to do all works as be required for the project and to utilize the existing water, electricity and telephone connections, if any, in the Premises, at its own costs and expenses. The Developer shall have the right to obtain temporary connection of

utilities for the project and the Landlord/Owner herein, shall sign and execute all papers and documents necessary there for.

- d) The Developer shall be at liberty to utilize the debris of the existing structure if any in the premises and/or the proceeds thereof for the construction of the said building.
- e) That, the Developer at its own costs and expenses shall demolish the existing building and shall enjoy the sale proceeds thereof and instead of that, the Developer shall pay a sum of Rs. 30,000/- [Rupees Thirty Thousand] Only per month to the Landlord/Owner as cost of alternative accommodation from the day of procurement of sanctioned building plan from Bidhan Nagar Municipal Corporation of the First Schedule property.
- f) All costs, charges and expenses for sanction of the plans and construction of the said building and/or development of the premises, save otherwise mentioned herein, shall be borne and paid by the Developer, exclusively.
- g) In any adverse/unavoidable condition the project has not complete within 24 (Twenty four) monthsperiod including the 6 months extension period, in that case the Developer shall pay of Rs. 30,000/- [Rupees Thirty Thousand] Only per month for the cost of alternative accommodation in advance-plus Rs. 10,000/- [Rupees Ten Thousand] Only per month as damages total sum of Rs. 40,000/- [Rupees Forty Thousand] Only per month in advance up to the date of hand over of Landlord's/Owner's Allocation as mentioned in the Second Schedule herein. The Developer shall pay one time shifting charges to Landlord/Owner for moving to alternate accommodation.
7. The Landlord/Owner shall be entitled to 50% [fifty percent] Constructed Area of the proposed multi-storied building which will be provided in the manner appearing hereunder, TOGETHER WITH an undivided proportionate share in the land of the premises and common areas of the said building as specifically described in the SECOND SCHEDULE and the Developer will be entitled to remaining 50% [fifty percent] Constructed Area of the proposed multi-storied building together with common areas and undivided proportionate share of the land of the premises shall belong to the Developer as specifically described in the THIRD SCHEDULE,

LANDLORD'S/OWNER'S ALLOCATION:

Ground Floor	50% [fifty percent] Constructed Area
First Floor	Entire Floor
Second Floor	NIL
Third Floor	50% [fifty percent] Constructed Area

DEVELOPER'S ALLOCATION:

Ground Floor	50% [fifty percent] Constructed Area
First Floor	NIL
Second Floor	Entire Floor
Third Floor	50% [fifty percent] Constructed Area

8. The Landlord's/Owner's allocated area shall be constructed by the Developer for and on behalf of the Landlord/Owner and/or her nominee or nominees the rest of the said building shall be constructed by the Developer for and on behalf of itself and/or its nominees.
9. The Landlord/Owner and the Developer shall be entitled absolutely to their respective allocated areas and shall be at liberty to deal therewith in any manner they deem fit and proper including delivering possession to any third party SUBJECT TO HOWEVER the general restrictions for mutual advantage inherent in the Ownership unit schemes. They will also be at liberty to enter into agreements for sale of their respective allocated areas as specifically stated in the and SECOND and THIRD SCHEDULE written hereunder SAVE THAT the Landlord/Owner shall adopt the same covenants as the Developer may adopt in its agreement with the unit Landlord/Owner of the Developer's allocated area, at least insofar as the same relates to common areas, facilities, amenities, expenses and other matters of common interest. The form of such agreement to be utilized by the Parties shall be such as be drawn by the Advocate of the Developer. In no case the property can be put into charges against any financial transaction all completion of project:
10. That the Landlord/Owner shall be entitled to all money that be received from the Unit Owners of the Landlord's/Owner's respective allocated areas, whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the Developer shall be entitled to all such money receivable in respect of the Developer's allocated area PROVIDED HOWEVER THAT the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the Developer from all the unit owners as fully mentioned hereafter,

11. The Landlord/Owner through her constituted attorney, i.e. the Developer herein shall sell and convey to the Developer itself and/or its nominees, the undivided proportionate share in the land contained in the premises appurtenant to the Developer's allocated area and the consideration for the same shall be the cost of construction of the Landlord's/Owner's allocated area and no other amount shall be payable to the Landlord/Owner. The cost of preparation, stamping and registration of the Conveyances shall be borne and paid by the Transferees. The form of such conveyance shall be decided by the Developer at its sole discretion. The Landlord/Owner and the Developer, however shall, at their own costs procure all consents and/or permissions as be required for completion of such transfer, including those under section 230 A of the Income Tax Act, 1961 if required any;

12. It is further clarified as follows:

- a) The Developer will provide 3 (Three) numbers of electricity meter with connection for the Landlord's/Owner's allocated area and the Landlord/Owner and/or her nominee or nominees shall not reimburse the Developer for the said 3 (Three) new electricity meter with connection. The Developer will provide all necessary charges for new electricity connection in the newly constructed building including Landlord's/Owner's Allocation.
- b) If the Landlord/Owner require more than three numbers of Electricity meter, in that event the Landlord/Owner shall reimburse for the same;
- c) Upon completion and handing over the Landlord's/Owner's allocated area to the Landlord/Owner of the said building, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Advocates and as be in conformity with other buildings containing Ownership units. The Developer and the Landlord/Owner and/or her respective transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoing in respect of the maintenance and management
- d) All Municipal rates, taxes and outgoing, including arrears, in respect of the physical vacant possession shall be borne and paid by the Developer, till the completion of the Project and thereafter the same shall be borne and paid by the unit owners, to the extent of their respective areas;

- e) That the name of the Said Building shall be such as be mutually agreed upon by the Landlord/Owner and the Developer,
13. The Landlord/Owner shall on the day to be fixed by the Developer, at the request of the Developer, grant to the Developer and/or its nominee or nominees, a Registered General Power of Attorney, authorizing the Developer to do all acts as be necessary for the Project and/or in pursuance hereof and/or on behalf of the Landlord/Owner. However, the Landlord/Owner shall, from time to time, grant such further Powers or authorities to the Developer and/or to its nominees, concerning the Project, for the Developers doing the various works envisaged hereunder, including, entering into agreements for sale and/or construction of the said building and/or portions thereof and receiving all amounts in pursuance thereof, but without putting the property as security or charges;
14. The Developer shall indemnify and keep the Landlord/Owner indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid;
15. The Landlord/Owner shall give such co-operation to the Developer and sign such papers, confirmations and/or authorities as may be reasonably required by the Developer, from time to time, for the Project, at the costs and expenses of the Developer;
16. The Developer shall make arrangements of the substitute accommodation for Landlord/Owner during the period of demolition of the existing structure and construction of the said building at their cost and expenses, instead of that the Developer will take initiative to demolish the existing structure and enjoy the sale proceed there from;
17. During the continuance of this agreement the Landlord/Owner shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the Developer but the Landlord/Owner shall have full right to enter into the said building and to inspect the construction work carried on there by the Developer and to check the materials used in the Landlord's/Owner's allocated portion;
18. That the roof right of the newly constructed building shall be vested upon the Landlord/Owner of the said building and the other unit owners proportionately without prejudice any right to each other;

19. In case any of the parties hereto commit any default in fulfilment of its obligations contained herein then and in such event, the other party shall be entitled to specific performance and/or damages;
20. That, the Developer shall erect the Flat of the Landlord/Owner as according to specification stated herein below, any extra work other than standard specification as mentioned in the Fifth Schedule shall be charged extra, which will be paid by the Landlord/Owner on or before handover the Landlord's/Owner's Allocation.
21. All disputes and differences between the parties hereto in any way relating to this agreement and/or arising out of the provisions hereof shall move before the appropriate court for necessary justice.
22. That the Developer covenant and declare that the delivery of the possession of Landlord's/Owner's Allocation with fully habitable condition will be provided at first prior to providing the possession and or final registration of any Deed of Conveyance in respect of the Allocation of the Developer.
23. That during construction of the proposed building (God Forbid) if any accident or mishap or incident occurred or happened, the Developer shall be liable for the same but First Party herein shall provide necessary co-operation for the same as per request of the Developer from time to time.
24. That in case of demise (God Forbid) of either of the Parties, the legal heirs and successors of the said concerned party will come in picture with the same terms and conditions in respect of the G+3 storied building.
25. The Developer if necessary shall be entitled to collect money from any financial institution like Bank and others without mortgage the first schedule properties as mentioned hereunder.
26. The Developer shall not demolish the First Schedule property before getting sanctioned plan from the competent authority.
27. The Developer shall pay all necessary expenses for development of the First Schedule property like as Development Agreement as well as Development Power. The Developer shall not claim any amount, stamp duty and registration fees from the Landlord/Owner for the registration of the development agreement as well as development power.

DEVELOPER'S RIGHTS AND LIABILITIES:-

1. The Developer shall have rights to construct the proposed G+3 storied building to be sanctioned by the Bidhannagar Municipal Corporation and to be obtained by the Developer and to sell the built up spaces excluding the Landlord's/Owner's Allocation to transferee or transferees to be selected by the Developer and to obtain necessary advance from such transferee at its sole discretions and on such terms and conditions as the Developer think fit and proper provided always that any advance or payment to be obtained by the Developer shall be at its own risk and responsibility and the Landlord/Owner shall not at all be liable or responsible for the same or any portion thereof provided further that the Developer shall not be entitled to transfer in any manner whatsoever or encumber the Landlord's/Owner's Allocation which will be handed over her in consideration of these presents as provided hereinafter.
2. The Developer shall bear and pay all such charges for the sanction of the building plan as shall be required by the competent authority including mutation, conversion charges and Municipal tax, if any of the said property and shall comply with any sanction provision, clearance or approval as may be required.
3. The Developer shall hand over the possession of its Allocation to the purchasers after handing over the possession of the Allocation of the Landlord's/Owner's within the stipulated time period mentioned in this agreement and shall file an application before the authority for procurement of completion certificate within three months from the day of delivery possession towards the Landlord/Owner.
4. All applications and other necessary papers and documents and drawings, plan and specifications in connection with the construction of the proposed multi-storied building as to be sanctioned by the competent authority shall be signed by the Landlord/Owner and shall be submitted by the Developer in all respect and the Developer shall bear all fees, charges and expenses required to be paid or deposited to perform any such job or to cause any such job to perform.
5. The Developer shall have the right to enter into the Agreements for selling of the Developers Allocation and collect money as consideration from the intending purchaser or purchasers in respect of the flats, garages, units etc. against consideration excluding the Landlord's/Owner's Allocation at its own risk and responsibility and the Landlord/Owner not being responsible or liable for booking fees or instalments of purchase price of the same received by the Developer from the transferee or transferees.

6. The Developer shall also be liable to handed over possession letters of the Landlord's/Owner's Allocation and the physical possession thereof.
7. The Developer shall also be liable to complete the Landlord's/Owner's Allocation in all respect including the installation of the independent three numbers of electricity meters without any cost to be incurred from the Landlord/Owner.
8. The Developer shall also be liable to construct and complete the construction and to hand over the Landlord's/Owner's Allocation as per clauses remain in this agreement.
9. The Developer shall be bound strictly to adhere the terms and conditions mentioned in the instant agreement and any kind of deviation without consent of the Landlord/Owner thereof shall invite civil and criminal consequences.

LANDLORD'S/OWNER'S RIGHT AND LIABILITIES

1. The Landlord/Owner shall have right to enter into an agreement or agreements for selling her Allocation and collect money as consideration from the intending purchaser or purchasers in respect of the flats, garage, shops etc. against consideration excluding the Developer's Allocation at her own risk and responsibility and the Developer not being responsible or liable for booking fees or instalments of purchase price of the same received by the Landlord/Owner from the transferee or transferees.
2. The Landlord/Owner shall sign all the documents including all applications and other necessary papers and drawing plans and specifications in connection with the construction of the proposed multi-storied building as sanctioned by the competent authority, if required.
3. The Landlord/Owner shall have also right to accept her Allocation strictly in accordance with the specification as mentioned in the Schedule hereunder written.
4. The Landlord/Owner shall have also right to take the possession letters and the completion certificate in respect of her Allocations of the building from the Developer.
5. The Landlord/Owner shall not cause any hindrance in any manner whatsoever in constructing the proposed multi storied building as

sanctioned by the competent authority by the Developer without any valid reason or reasons.

6. The Landlord/Owner shall execute and register a revocable power of attorney in favour of the Developer to construct and complete the proposed multi storied building as sanctioned by the competent authority and to give full effect of the terms and conditions mentioned in the instant Development Agreement immediately after execution and registration of this Development Agreement at the cost of the Developer only and Landlord/Owner shall not pay any cost for the same. The Landlord/Owner can revoke the executed Power Of Attorney after expiry of the entire project after consent and mutual discussion with both parties.
7. The Landlord/Owner shall be members of the Owners' association that may be formed consisting of all flat owners and shall abide by all laws, rules and regulations to be adopted by such association.
8. The Landlord/Owner shall be bound to sign all the papers, documents etc. in respect of construction of the multi storied building and also in respect of any case or cases for withdrawal of the same as to be demanded by the Developer.
9. The Landlord/Owner shall not be liable to obtain plan/sanction plan from the Bidhannagar Municipal Corporation for the purpose of construction of the proposed multi storied building.
10. The Landlord/Owner shall be entitled to cancel this agreement if the Developer fails to adhere in any of the terms and conditions mentioned herein with the consent of the Developer.

JURISDICTION:- The Barasat Court or High Court, Kolkata shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

ARBITRATION:- In case of any dispute or differences arising between the parties in respect of interpretation, operation or enforcement of any of the terms and conditions of this agreement or in respect of any other matter, cause or using whatsoever not herein, otherwise provided for the same shall be referred and decided by the sole Arbitrator of the Landlord/Owner. The Arbitration proceedings shall

be carried on as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the venue of the Arbitration will be at Kolkata.

**THE FIRST SCHEDULE ABOVE REFERRED TO
LAND**

ALL THAT piece and parcel of a plot of land classified as **BASTU** measuring about 7 [seven] Sataks equivalent to 4 [four] Cottahs 9 [nine] Chittacks 0 [zero] Square Feet more or less **TOGETHER WITH** a Two Storied Brick Built Residential Building with R. C. C. Roof and Tiles Flooring measuring about 1200 (One Thousand Two Hundred) Square Feet more or less out of which Ground Floor measuring about 600 (six hundred) Square Feet more or less and First Floor measuring about 600 (six hundred) Square Feet more or less as standing thereon, being and situated at **Mouza-RAGHUNATHPUR, J. L. No 5, Re. Sa. No. 134, Touzi No. 3027, Pargana Kolkata**, comprised in C. S. Dag No. 661 corresponding to R. S. and L. R. Dag No. 710/787 appertaining to C. S Khatian No 161 under Khatian No. 160 corresponding in R. S. Khatian No. 183 under Khatian No. 180 corresponding to L. R. Khatian No. 63/1, within the local limits of Rajarhat Gopalpur Municipality, now under Ward No. 10 of the Bidhannagar Municipal Corporation, being Municipal Holding No. 26, being Assesses No. 20033168844, being Premises No. BA-39, Deshbandhu Nagar, Post Office Deshbandhu Nagar, within the jurisdiction of the Office of the Additional District Sub Registrar, previously at Bidhannagar (Salt Lake City), presently at Rajarhat, New Town, under Police Station - Rajarhat [old] Baguiati (new), District North-24 Parganas, PIN - 700 059, State - West Bengal, which is butted and bounded as follows:

- ON THE NORTH : FOURTEEN FEET WIDE ROAD;
- ON THE SOUTH : PROPERTY OF BHUPATI SEN AND OTHERS;
- ON THE EAST : PROPERTY OF SUDHIR BOSE AND TWELVE FEET WIDE ROAD;
- ON THE WEST : PART OF C. S. DAG NO, 661;

**THE SECOND SCHEDULE BELOW REFERRED TO
LANDLORD'S/OWNER'S ALLOCATION**

ALL THAT the Landlord/Owner shall be entitled to get 50% (fifty percent) Constructed Area of the proposed multi-storied building which will be provided in the manner appearing hereunder, in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the constructed area to be allocated to the Landlord/Owner, which is fix, final and conclusive.

Anuradha Chakraborty

Ground Floor	50% [fifty percent] Constructed Area
First Floor	Entire Floor
Second Floor	NIL
Third Floor	50% [fifty percent] Constructed Area

**THIRD SCHEDULE BELOW REFERRED TO
DEVELOPER'S ALLOCATION**

ALL THAT the Developer shall be entitled to get remaining 50% (fifty percent) Constructed Area of the proposed multi-storied building to be constructed upon the said premises as per plan to be sanctioned and approved by the Bidhannagar Municipal Corporation save and except the Landlord's/Owner's Allocation stated specifically in the Second Schedule written hereinabove including the proportionate share of land and the common facilities and amenities attributable to the constructed area to be allocated to the Developer, which is fix, final and conclusive.

Ground Floor	50% [fifty percent] Constructed Area
First Floor	NIL
Second Floor	Entire Floor
Third Floor	50% [fifty percent] Constructed Area

**THE FOURTH SCHEDULE ABOVE REFERRED TO
COMMON AREAS, COMMON FACILITIES AND AMENITIES**

1. The Landlord/Owner/ along with co-owners, occupiers, society or association or Company shall allow each other the following easement quasi easement and equal easement right, privileges etc;
2. Land under the said building described in the First Schedule;
3. All side spaces backspace, paths, passages, sewerage provided in the said building;
4. General lighting of the common portions and space for installation of electric meter in general and separate;
5. Municipal connection of the drain and sewerage line of the said building;
6. Roof, Stairs, lift room, lift well, landing, staircase, lobby of the building;
7. Septic tank, water pump, underground and overhead water reservoir, water line;
8. Electric meter for common purpose;

9. Lift cage, lift machine and its accessories;

**THE FIFTH SCHEDULE ABOVE REFERRED TO
SPECIMEN OF WORKS**

Foundation	: R. C. C. foundation with R. C. C. framed structure.
Brick Work	: Brick work of 0°-8", 0"-5" and 0"-3" with specified plaster.
Flooring	: All Floors shall be finished with floor tiles.
Doors	: Wooden frames and flush door shutters will be provided for inside rooms and Wooden frame with flush door with one latch will be provided for main door and P. V. C. frame with shutters will be provided for Toilets.
Windows	: All windows will be made of sliding aluminium fitted and fixed with Glass panels.
Kitchen	: Black Stone platform with a sink, glazed tiles up to 3'0" Feet height above the platform, 1(one) swan nose long bib cock.
Toilet	: Colour glazed tiles dado up-to 6'-0" height, one Commode, one shower, one Bibcock with mixture, one wash basin with mixture tap, one commode shower, of best quality brands.
Toilet	: 24 hours water supply will be provided by deep tube well with pump on payment of maintenance charges.
Water supply	: 24 hours water supply will be provided by deep tube well with pump on payment of maintenance charges.
Interior wall Coats	: All the interior walls will be finished with Wall Putty.
Electric meter	: Charges of procurement of the individual electric meters except 3(Three) new electric meters provided by Developer and proportionate cost for installation of Transformer if any will be borne by the individual flat/car parking Space of Landlord/ Owner.
Electrical	: a) Concealed Wiring in all Flats [Copper electrical wiring].

b) Each Flat will be provided with the following electrical points with standard switch.

- i. Each Bed room have 2 (Two) light points, 1 (one) fan point, 1 (One) Plug point of 5 amp.
- ii. Dining/Drawing have 2 (Two) Light points, 1 (One) Fan point, 2 (Two) Plug points [5 amp and 15 amp].
- iii. Kitchen: 1 [One] Light point, 1 (One) Plug point (15 amp.).
- iv. Toilet: 1 (One) Light point.
- v. Attached Toilet: 1 Light point.
- vi. Verandah: 1 [One] Light point 2-4 for point, ply port.
- vii. Entrance: Door Bell point.
- viii. 4 (Four) person carrying load capacity lift will be provided.

Note: One Geyser point, one calling bell and one A.C. point in each flat to be provided.

Extra works

: Any extra work other than standard specification shall be charged extra and such amount shall be deposited before the execution of such work.

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

SIGNED, SEALED and DELIVERED by the **LANDLORD/OWNER** and the **DEVELOPER** in the presence of:

1.

Supratim Saha
Advocate

2. Sanjiban Chakrabarty

Addr: BA 39, Tilpara,
Deshbandhungan, Bagurati,
Kolkata - 700059

Anuradha Chakrabarty

**SIGNATURE OF LANDLORD/
OWNER**

RAI AND RAJ ENTERPRISE

mia smit PARTNER

RAI AND RAJ ENTERPRISE

Rajdeep Ghosh PARTNER

Drafted and prepared in my office:

Supratim Saha
Advocate
SUPROTIM SAHA,
Advocate, [W.B. 134/1990,
Judges Court at Barasat],
MONOLATA, BA-12/2B,
Deshbandhu Nagar
Kolkata - 700 059.

SIGNATURE OF DEVELOPER

SPECIMEN FOR TEN FINGER PRINTS

SL. No. SIGNATURE OF THE EXECUTANT/PRESENTANT



Anuradha
Chakraborty

LITTLE	RING	MIDDLE	FORE	THUMB
[LEFT HAND]				
THUMB	FORE	MIDDLE	RING	LITTLE
[RIGHT HAND]				



Milan Ghosh

LITTLE	RING	MIDDLE	FORE	THUMB
[LEFT HAND]				
THUMB	FORE	MIDDLE	RING	LITTLE
[RIGHT HAND]				



Rajdeep Ghosh

LITTLE	RING	MIDDLE	FORE	THUMB
[LEFT HAND]				
THUMB	FORE	MIDDLE	RING	LITTLE
[RIGHT HAND]				


 भारत सरकार
 निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 GGC0647453



निर्वाचक नाम : सजीब चक्रवर्ती
 Elector's Name : Sanjiban Chakraborty
 पिता नाम : सुजित चक्रवर्ती
 Father's Name : Sujit Chakraborty
 लिंग / Sex : पुरु / M
 जन्म तारीख : 07/06/1975
 Date of Birth : 07/06/1975

GGC0647453

ठिकाना:
 गि. अ. 39 राघुनाथपुर दक्षिण पारर (पश्चिम बंगाल) 21
 राजरहात ईस्ट 24 पारगना 700058

Address:
 G A 39 Raghunathpur Dakshin Parar (Part) 21 Rajarhat North 24 Parganas
 700058


 Date: 22/06/2019
 ०१-राजराहात (पश्चिमी बंगाल) निर्वाचन क्षेत्र निर्वाचन अधिकारी के कार्यालय में

Facsimile Signature of the Electoral
 Registration Officer for
 91-Rajarhat (SC) Constituency

ध्यान दें: यदि आप अपने पते में बदलाव करते हैं तो आपको
 अपना पता नए पते पर सूचित करने के लिए निर्वाचन आयोग को सूचित करना होगा।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

Sanjiban Chakraborty



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



192024250294628331

GRN Details

GRN:	192024250294628331	Payment Mode:	Online Payment
GRN Date:	28/11/2024 19:59:03	Bank/Gateway:	Indian Bank
BRN :	1B29112024206679	BRN Date:	28/11/2024 20:00:16
GRIPS Payment ID:	281120242029462832	Payment Init. Date:	28/11/2024 19:59:03
Payment Status:	Successful	Payment Ref. No:	3003010507/4/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	SUPROTIM SAHA
Address:	BA-12/2B, D B NAGAR NEAR ARAMBAGH FOODMART N 24 PGS, West Bengal, 700059
Mobile:	9051231192
Email:	suprotim62@gmail.com
Depositor Status:	Advocate
Query No:	3003010507
Applicant's Name:	Mr SUPROTIM SAHA
Identification No:	3003010507/4/2024
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy):	28/11/2024
Period To (dd/mm/yyyy):	28/11/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3003010507/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	19920
2	3003010507/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				19941

IN WORDS: NINETEEN THOUSAND NINE HUNDRED FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1523-17657/2024	Date of Registration	29/11/2024
Query No / Year	1523-3003010507/2024	Office where deed is registered	
Query Date	27/11/2024 2:50:17 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	SUPROTIM SAHA MONOLATA BA 12/2B BAGUIATI D. B. NAGAR, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 9051231192, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,07,21,248/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

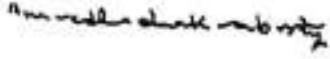
District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Deshbandhu Nagar(Raghunathpur), Mouza: Raghunathpur, JI No: 8, Pin Code : 700059

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-710/787 (RS :-)	LR-63/1	Bastu	Bastu	4 Katha 9 Chatak	1/-	95,81,248/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
Grand Total :					7.5281Dec	1/-	95,81,248/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	1/-	11,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1200 sq ft	1/-	11,40,000/-	

Land Lord Details :

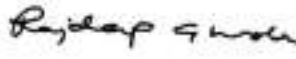
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt ANURADHA CHAKRABORTY Wife of Shri SUJIT KUMAR CHAKRABORTY Executed by: Self, Date of Execution: 29/11/2024 , Admitted by: Self, Date of Admission: 29/11/2024 ,Place : Office		 Captured	
	29/11/2024	LT1	29/11/2024	29/11/2024
,BA-39, DESHBANDHU NAGAR, City:- , P.O:- D B NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: ANxxxxxx3H, Aadhaar No: 93xxxxxxxx5859, Status :Individual, Executed by: Self, Date of Execution: 29/11/2024 , Admitted by: Self, Date of Admission: 29/11/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	RAI AND RAJ ENTERPRISE ,FB-8, GHOSH PARA BAGUIATI, City:- , P.O:- D B NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Date of Incorporation:XX-XX-2XX2 , PAN No.: ABxxxxxx6C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri MIHIR GHOSH (Presentant) Son of Late HARAN CHANDRA GHOSH Date of Execution - 29/11/2024, , Admitted by: Self, Date of Admission: 29/11/2024, Place of Admission of Execution: Office		 Captured	
	Nov 29 2024 4:34PM	LT1	29/11/2024	29/11/2024
,EC-2, PGHOSH PARA, City:- , P.O:- D B NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: AKxxxxxx0E, Aadhaar No: 55xxxxxxxx4023 Status : Representative, Representative of : RAI AND RAJ ENTERPRISE (as PARTNER)				

Name	Photo	Finger Print	Signature
Shri RAJDEEP GHOSH Son of Late RAJIB GHOSH Date of Execution - 29/11/2024, , Admitted by: Self, Date of Admission: 29/11/2024, Place of Admission of Execution: Office	 Nov 29 2024 4:35PM	 Captured LTI 29/11/2024	 29/11/2024
,FB-8, GHOSH PARA BAGUIATI, City:- , P.O:- D B NAGAR, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX1 , PAN No.:: DAxxxxxx5D, Aadhaar No: 96xxxxxxxx4772 Status : Representative, Representative of : RAI AND RAJ ENTERPRISE (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri SANJIBAN CHAKRABORTY Son of Shri SUJIT CHAKRABORTY BA -39, RAGHUNATHPUR DAKSHIN PARA, City:- , P.O:- D B NAGAR, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059	 29/11/2024	 Captured 29/11/2024	 29/11/2024
Identifier Of Smt ANURADHA CHAKRABORTY, Shri MIHIR GHOSH, Shri RAJDEEP GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt ANURADHA CHAKRABORTY	RAI AND RAJ ENTERPRISE-7.52812 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt ANURADHA CHAKRABORTY	RAI AND RAJ ENTERPRISE-1200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Deshbandhu Nagar(Raghunathpur), Mouza: Raghunathpur, JI No: 8, Pin Code : 700059

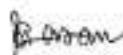
Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 710/787, LR Khatian No:- 63/1		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 152317657 / 2024

On 27-11-2024

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 1,07,21,248/-



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

On 29-11-2024

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 14:05 hrs on 29-11-2024, at the Office of the A.D.S.R. RAJARHAT by Shri MIHIR GHOSH .

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

Execution is admitted on 29/11/2024 by Smt ANURADHA CHAKRABORTY, Wife of Shri SUJIT KUMAR CHAKRABORTY, BA-39, DESHBANDHU NAGAR, P.O: D B NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession House wife

Identified by Shri SANJIBAN CHAKRABORTY, , Son of Shri SUJIT CHAKRABORTY, , BA -39, RAGHUNATHPUR DAKSHIN PARA, P.O: D B NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Business

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

Execution is admitted on 29-11-2024 by Shri MIHIR GHOSH, PARTNER, RAI AND RAJ ENTERPRISE (Partnership Firm), FB-8, GHOSH PARA BAGUIATI, City:- , P.O:- D B NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Shri SANJIBAN CHAKRABORTY, , Son of Shri SUJIT CHAKRABORTY, , BA -39, RAGHUNATHPUR DAKSHIN PARA, P.O: D B NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Business

Execution is admitted on 29-11-2024 by Shri RAJDEEP GHOSH, PARTNER, RAI AND RAJ ENTERPRISE (Partnership Firm), FB-8, GHOSH PARA BAGUIATI, City:- , P.O:- D B NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Shri SANJIBAN CHAKRABORTY, , Son of Shri SUJIT CHAKRABORTY, , BA -39, RAGHUNATHPUR DAKSHIN PARA, P.O: D B NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/11/2024 8:00PM with Govt. Ref. No: 192024250294628331 on 28-11-2024, Amount Rs: 21/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB29112024206679 on 28-11-2024, Head of Account 0030-03-104-001-16

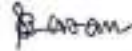
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 237065, Amount: Rs.100.00/-, Date of Purchase: 28/11/2024, Vendor name: A K Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/11/2024 8:00PM with Govt. Ref. No: 192024250294626331 on 28-11-2024, Amount Rs: 19,920/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB29112024206679 on 28-11-2024, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2024, Page from 660353 to 660390
being No 152317657 for the year 2024.



Sanjoy

Digitally signed by SANJOY BASAK
Date: 2024.12.24 15:07:35 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 24/12/2024

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.