

20036/2023

17428/23



1 अखिलेश्वर पश्चिम बंगाल WEST BENGAL
11-39
13/12/23

2/3029454/23

AH 588220

ADDITIONAL REGISTRAR OF
ASSURANCE-ES-II, KOLKATA

Certified that the Document is admitted to
Register and the
endorsement
are the per
of the Registrar of Assurances

13 DEC 2023

THIS DEVELOPMENT AGREEMENT

Made this the 13th day of December 2023

[Two Thousand Twenty Three]

BETWEEN

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



192023240315331571

GRN Details

GRN:	192023240315331571	Payment Mode:	Online Payment
GRN Date:	12/12/2023 16:52:25	Bank/Gateway:	State Bank of India
BRN :	IK0COEWSE8	BRN Date:	12/12/2023 16:53:59
GRIPS Payment ID:	121220232031533156	Payment Init. Date:	12/12/2023 16:52:25
Payment Status:	Successful	Payment Ref. No:	2003029454/3/2023

[Query Nu*/Query Year]

Depositor Details

Depositor's Name:	SUPROTIM SAHA
Address:	BA-12/2B, D B NAGAR NEAR BICHITRA, N 24 PGS, West Bengal. 700059
Mobile:	9051231192
E-Mail:	suprotim62@gmail.com
Contact No:	9051231192
Depositor Status:	Advocate
Query No:	2003029454
Applicant's Name:	Mr SUPROTIM SAHA
Identification No:	2003029454/3/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	12/12/2023
Period To (dd/mm/yyyy):	12/12/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003029454/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2003029454/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	40021
Total				79942

IN WORDS: SEVENTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.

[1] **SRIMATI BELA RANI SAHA** [PAN AKUPS5244E] [AADHAAR 2570 2090 3869], wife of Late Ranjit Kumar Saha, by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at TG-1/21, Tegharia, Piyarabagan, Post Office - Hatiara, under Police Station - Baguiati, District North 24-Parganas, Pin - 700 059, State - West Bengal and [2] **SRIMATI RUBY SAHA** [PAN AJJPS2832A] [AADHAAR 4585 4134 6605], daughter of Late Ranjit Kumar Saha and wife of Sri Manik Saha, by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at B.H-182/1, Vidya Sagar Pally, Post Office - Krishnapur, under Police Station - Baguiati, District North 24-Parganas, Pin - 700 102, State - West Bengal, together hereinafter called and referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, and/or assigns) of the **ONE PART**;

AND

M/S. T. S. REALITY [PAN AAVFT3596K], a Partnership Firm, having its Office at Premises No. BMC, 23/21, Manasha Palace, AC 10, Saha Bagan, Jyangra, Baguiati, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State West Bengal, being represented by its Partners namely [1] **SRI TAPAN SAHA** [PAN BSKPS3435E] [AADHAAR 2668 6021 8948], son of Sri Prabir Saha, residing at DD-11/5, Baguiati Saha Para, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State West Bengal and [2] **SRI SUROJIT SAHA** [PAN BJDPS7798L] [AADHAAR 9291 2400 2251], son of Sri Dipankar Saha, residing at DD-23, Baguiati Saha Para, 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 or expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners and executors, administrators, legal representatives and assigns] of the **OTHER PART**;

WHEREAS:

- A. That, by a Bengali Kobala dated 08.02.1978 (corresponding to Bengali 25th day of Magh, 1384), registered in the Office of the District Sub-Registrar at Alipore and entered in Book No. 1, Volume No. 49, Pages 43 to 49, being No. 631 for the year 1978, Mr. Prafulla Kumar Kundu son of

Gopal Chandra Kundu purchased the property from Mr. Prittish Chandra Paul, at or for the price or consideration mentioned therein, **ALL THAT** piece or parcel of land, hereditaments and premises comprising an area of 6 Cottahs 8 Chittacks 36 Square feet, be the same little more or less, together with undivided right, title, and interest in the 10 feet wide common passage abutting southern portion of the said land with right of enjoyment in common with the other plot holders being a portion of the land recorded under C. S. Dag. No.: 609 and 610, R. S. Dag. No.: 591/615, C. S. Khatian No.: 136, R. S. Khatian No.: 189, R. S. No.: 116, J. L. No.: 9, Touzi No.: 1074, Parganas Kolkata within Mouza: Teghoria, Police Station: Rajarhat, District: North 24-Parganas, recited in Bengali Kobala dated 08.02.1978.

- B. That, by a Deed of Conveyance dated 20/03/2015, registered in the Office of A.R.A.-II, Kolkata, and entered in Book No. 1, Volume No. 18, Pages 2694 to 2719 being No. 3215 for the year 2015, **SRIMATI BELA RANI SAHA** and **SRIMATI RUBY SAHA** herein the Landowners purchased the property from the said **PRAFULLA KUMAR KUNDU**, at or for the price or consideration mentioned therein of **ALL THAT** the piece or parcel of undivided portion of land hereditaments and premises measuring about 2(two) Cottahs 12 (twelve) Chittacks 22 (twenty-two) square feet be the same little more or less, **TOGETHER WITH** 120 square feet more or less bamboo fencing and tile shaded room or structure standing thereon and the undivided right, title, and interest in the 4 feet wide common passage abutting 10 feet wide common passage in the Southern portion of the said property, being the portion of the land recorded under C. S. Dag. No.: 610, R. S. Dag. No.: 591/615, C.S. Khatian No.: 136, R. S. Khatian No. 189, R. S. No. 116, J. L. No. 9, Touzi No. 1074, Parganas Kolkata, within Mouza-Teghoria, Police Station: Rajarhat, Payara bagan Road, under Rajarhat-Gopalpur Municipality, under ward No.: 11, District: North 24 Parganas, recited in the deed of conveyance being No. 3215 dated 20.03.2015.
- C. That, by a Bengali Deed of Conveyance dated 27/05/1980, registered in the Office of the Sub Registrar Cossipore Dum Dum and entered in Book No. 1, Volume No. 82, Pages 143 to 146, being No. 4116 for the year 1980, **SRIMATI BELA RANI SAHA** herein the Landowner No. 1 purchased the property from Prasun Mitra son of Late Schindra Krishna Mitra, at or for the price or consideration mentioned therein of **ALL THAT** the piece or parcel of land, hereditaments and premises admeasuring about 2 Cottahs 2 Chittacks 26 Square feet be the same little more or less, together with the undivided right, title and interest in the common passage the said property, being the portion of the land recorded under part C. S. Khatian No.: 36, R. S. Khatian No.: 56, C. S. Dag. No.: 565, R. S. Dag. No.: 554, R.

S. No.: 116, J. L. No.: 9, Touzi No.: 191, Pargana-Kolkata, within Mouza: Teghoria, Police Station: Rajarhat, Payara bagan Road, District: 24 Parganas.

- D. That, by a Bengali Deed of Conveyance dated 06/05/1981, registered in the Office of the Sub Registrar Cossipore Dum Dum and entered in Book No. 1, Volume No. 109, Pages 73 to 76, being No. 4439 for the year 1981, SRIMATI BELA RANI SAHA herein the Landowner No. 1 purchased the property from Sri Madhusudan Kundu son of Late Atal Bihari Kundu, at or for the price or consideration mentioned therein of ALL THAT the piece or parcel of Land hereditaments and premises measuring about 1 Cottah 12 Square feet be the same little more or less, together with the undivided right, title, and interest in the common passage the said property, being the portion of the land recorded under part R. S. Khatian No.: 233, R. S. Dag. No.: 555, R. S. No.: 116, J. L. No.: 9, Touzi No.: 191. Pargana-Kolkata, within Mouza: Teghoria, Payara bagan, Police Station: Rajarhat, District: 24 Parganas.
- E. That, by a Bengali Deed of Conveyance dated 27/03/1981, registered in the Office of the Sub Registrar Cossipore Dum Dum and entered in Book No. 1, Volume No. 64, Pages 275 to 278 being No. 3127 for the year 1981, Sri Ranjit Kumar Saha (since deceased) purchased the property from Sri Panchanan Ghosh son of Late Nibaran Chandra Ghosh, at or for the price or consideration mentioned therein of ALL THAT the piece or parcel of land, hereditaments and premises measuring about 3 Cottahs 4 Chittacks 16 Square feet be the same little more or less, together with the undivided right, title, and interest in the common passage the said property, being the portion of the land recorded under part C. S. Khatian No.: 36, R. S. Khatian No.: 56, C. S. Dag. No.: 565, R. S. Dag. No.: 554, R. S. No.: 116, J. L. No.: 9, Touzi No.: 191, Parganas Kolkata, within Mouza: Teghoria, Payara bagan, Police Station: Rajarhat, Payara bagan, District: 24 Parganas.
- F. That, while remaining in absolute possession of the aforesaid land the aforesaid Ranjit Kumar Saha died intestate on 11/02/2001 leaving behind his wife SRIMATI BELA RANI SAHA and their daughter SRIMATI RUBY SAHA as his only legal heirs and successors as per Hindu Succession Act, 1956 (as amended up to date).
- G. That, further, by a Deed of Gift dated 10th May, 2012, executed and registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), **SRIMATI BELA RANI SAHA** (the Landowner No. 1 herein)

the wife of Late Ranjit Kumar Saha, conveyed and transferred her right, title, and interest property claim and demand whatsoever in favour of **SRIMATI RUBY SAHA**, (the Landowner No. 2) herein on the two plots of land admeasuring 2 Cottahs 2 Chittacks 26 Sq. ft., be the same a little more or less, comprised in and forming part of R. S. Dag No.: 554, R. S. Khatian No.: 56, J. L. No.: 9, R. S. No.: 116, Touzi No.: 191, at Mouza Teghoria, Peyara Bagan, Police Station: Baguiati (formerly Rajarhat), in the District of North 24 Parganas (previously 24 Parganas), Additional District Sub-Registrar Office at Bidhannagar, Salt Lake City (previously Cossipore, Dum Dum) and land admeasuring 1 Cottah 12 sq. ft., be the same a little more or less, comprised in and forming part of R. S. Dag No.: 555, R. S. Khatian No.: 233, J. L. No. 9, R. S. No.: 116, Touzi No.: 191, at Mouza Teghoria, Police Station: Baguiati (formerly Rajarhat), in the District of North 24 Parganas (previously 24 Parganas), Additional District Sub-Registrar office at Bidhannagar, Salt Lake City (previously Cossipore, Dum Dum), TOGETHER WITH the 50% ownership right on land admeasuring 3 Cottahs 4 Chittacks 16 Sq. ft., be the same a little more or less, comprised in R. S. Dag Nos.: 554, 555 (part), R. S. Khatian Nos.: 56 and 233 respectively, J. L. No.: 9, R. S. No.: 116, Touzi No.: 191, at Mouza: Teghoria, Police Station: Baguiati (formerly Rajarhat), in the District of North 24 Parganas (previously 24 Parganas), Additional District Sub-Registrar office at Salt Lake City (previously Cossipore, Dum Dum) formerly owned by Late Ranjit Kumar Saha, along with the two-storied building constructed by the Landowner No. 1 herein, having plinth area of 1391 Sft, open area 3136 sq. ft. and total area of 4527 Sq. ft., covering all the three plots.

- H. That, by the aforesaid deed of conveyances and by virtue of inheritance, the Landowners became the Joint Owners of **ALL THAT** piece and parcel of BASTU/BAGAN/DANGA land measuring an area of 9 Cottahs 3 Chittacks 31 Square Feet and/or 15 Decimal more or less comprised in R. S./L. R. Dag. No.: 554, 555, 591/615, under L. R. Khatian Nos.: 1312, 1296, 1295, 366/1, under C. S. Khatian Nos.: 36, 136, C. S. Dag. No.: 610, 565, R. S. Khatian No.: 56, 189, 233, R. S. No.: 116, J. L. No. 9, Touzi No.: 191, Pargana Kolkata, within Mouza: Teghoria, Kolupukur, Police Station: Baguiati, (formerly Rajarhat), now within Bidhan Nagar Municipal Corporation, Ward No. 11, District 24 Parganas, Pin: 700059, West Bengal, which is morefully and particularly described in the First Schedule hereinafter written and since then they have been enjoying the same peacefully without any interruption or litigation and fully enjoying the entire property with free from all encumbrances, by paying the rent and taxes regularly before the concerned authority from time to time.

- I. That, with a view to develop or cause to be developed by constructing a multistoried building on the aforesaid land, which is morefully and particularly described in the schedule herein below, hereinafter called and referred to as the "**SAID PROPERTY**" the Landowners approached the Developer and expressed their intension to develop the under mentioned schedule of property according to the building plan to be approved and sanctioned by the competent authority.
- J. That, the Landowners herein hereby agreed to authorize the developer to construct the multistoried building over the under-mentioned schedule of property morefully and particularly described in the First Schedule written herein below according to the building plan to be approved and sanctioned by the competent authority and as per specification with Floor Plans/sanctions, made in compliance with the statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder.

NOW THIS INDENTUREIS HEREBY AGREED UPON BETWEEN THE PARTIES AS FOLLOWS: -

1. ARTICLE -I- DEFINITION

- 1.1. **LANDOWNERS:** The Land Owners herein [1] **SRIMATI BELA RANI SAHA**, wife of Late Ranjit Kumar Saha, by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at TG-1/21, Teghoria, Peyara bagan, Post Office - Hatiara, under Police Station - Baguiati, District North 24-Parganas, Pin - 700 059, State - West Bengal and [2] **SRIMATI RUBY SAHA**, daughter of Late Ranjit Kumar Saha and wife of Sri Manik Saha, by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at B.H-182/1, Vidya Sagar Pally, Post Office - Krishnapur, under Police Station - Baguiati, District North 24-Parganas, Pin - 700 102, State - West Bengal, State - West Bengal;
- 1.2. **DEVELOPER: M/S. T. S. REALITY [PAN AAVFT3596K]**, a Partnership Firm, having its Office at Premises No. BMC, 23/21, Manasha Palace, A / C 10, Saha Bagan, Jyangra, Baguiati, Post Office - Deshbandhu Nagar, Police Station - Baguiati, Ward No. 11, PIN-700 059, in the District -North 24-Parganas, State - West Bengal, being represented by its Partners namely [1] **SRI TAPAN SAHA [PAN BSKPS3435E] [AADHAAR 2668 6021 8948]**, son of Sri Prabir Saha, residing at DD-11/5, Baguiati Saha Para, Post Office Deshbandhu Nagar, under Police Station Baguiati, District North 24-Parganas, PIN -

700 059, State West Bengal and [2] **SRI SUROJIT SAHA** [PAN **BJDPS7798L**] [AADHAAR 9291 2400 2251], son of Sri Dipankar Saha, residing at DD-23, Baguiati, Saha Para, 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**.

- 1.3. **LAND:** the Land means and includes ALL THAT piece and parcel of Bastu/Bagan/Danga land measuring an area of 9 Cottahs 3 Chittack 31 square feet and/or 15 Decimal more or less comprised in R. S./L. R. Dag. No.: 554, 555, 591/615, under L. R. Khatian Nos.: 1312, 1296, 1295, 366/1, under C. S. Khatian Nos.: 36, 136, C. S. Dag. No.: 610, 565, R. S. Khatian No.: 56, 189, 233, R. S. No.: 116, J. L. No. 9, Touzi No.: 191, Pargana-Kolkata, within Mouza: Teghoria, Kolupukur. Police Station: Baguiati (formerly Rajarhat), within Bidhan Nagar Municipal Corporation, Ward No. 11, District 24 Parganas, West Bengal, Pin: 700059, which is more fully and particularly described in the First Schedule hereunder written, which is free from all sorts of encumbrances, charges, whatsoever in nature.

It has been also mentioned here that the Landowners will hand over the aforesaid land as per the record and the physical measurement and a plan will be prepared by the Architect duly appointed by the Developer as per the recorded land area as annexed in the development agreement as marked as Red.

- 1.4. **ARCHITECT:** Architect shall mean any person or firm appointed or nominated by the developer as Architect for the drafting of the layouts of the proposed building (Plan, Elevation, Plumbing Layout, Electrical Layout, Landscape, etc.) supervision of the construction of the said multi-storied brick-built building.
- 1.5. **TRANSFEROR:** Arising as a grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer or space/Flat/shops parking spaces etc. in the said Multistoried Building to the intending purchaser and/or purchasers (under Section 57 of the T. P. Act.) thereof although the same amounts as transfer in hand.
- 1.6. **TRANSFeree:** Shall mean the person to whom any space/Flat in the building will be transferred by a deed of conveyance for valuable

consideration by the Developer or Landowners or the respective space/Flat of the said building and/or otherwise.

- 1.7. **COMMON FACILITIES:** Common facilities shall mean and include corridors, stairs, ways, roof, electricity, sewerage connection, passage, ways, lift, Caretaker Room, common lavatories, to be provided by the Developer water pump and water and other facilities which will be provided by the Developer in the proposed multi-storied residential cum commercial building which is fully and particularly mentioned in the schedule hereunder written.
- 1.8. **COMPLETION TIME:** This shall mean the construction to be completed within 24 months from the date of the sanction plan of the said multi-storied building. An extra 6 months are to be given if the construction is delayed for any reason beyond the control of the developer save and except situations hereunder referred to as 'Force Majeure'.
- 1.9. **COMMENCEMENT:** This agreement shall be deemed to have commencement with effect from the date of execution of this agreement.
- 1.10. **BUILDING'S SPECIFICATIONS:** Building Specification means and includes as mentioned in the schedule hereunder written below.
- 1.11. **AMALGAMATION:** Developers have the liberty to enter into a development agreement with the adjacent Landowner/s or with the other Land Owner/s and amalgamate the adjacent plot as a single holding and/or with this holding to expand the area of the multi-storied building at the Developers cost and expenses. The Landowners are hereby bound to execute and register the Amalgamation Agreement with the Adjacent Plot of Landowner/s upon the expenses and cost of the Developer.
- 1.12. **THE SAID BUILDING** shall mean and include the said multi storied R.C.C. frame structure of proposed project consisting of a multi-storied building containing numbers of residential flats on the upper floors and Flat, Shop Room and Car Parking Space on the ground floor on the said premises according to the drawn up plans and specification signed by the Landowners and simultaneously 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;

- 1.13. BUILDING PLAN** shall mean and include the drawings, plans and specification of proposed multi-storied building to be approved by the Landowners and sanctioned by the Bidhannagar Municipal Corporation with any renewal or amendments thereto and/or modification thereof made or caused by the Developer after approval of the Landowners and sanctioned by the competent authority or other authority;
- 1.14. COMMON AREAS, FACILITIES AND COMMON AMENITIES** shall mean and include corridors, stairways, lift well, lift room, lift cage, lift machine and its accessories, passage ways, pump room, electric meter room, tube well, overhead water reservoir, water pump and electric motor, top of the roof, open space around the proposed multi-storied 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 proposed multi-storied building;
- 1.15. LANDOWNERS' ALLOCATION** shall mean and include the area constructed in the proposed multi-storied building which is to be allotted to the LANDOWNERS as Landowners' 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 LANDOWNERS by the Developer to the Landowners;
- 1.16. DEVELOPER'S ALLOCATION** shall mean and include the remaining portions of the constructed area in the proposed multi-storied building to be constructed on the said premises after allocation to the Landowners, including proportionate share of land and the common facilities and amenities attributable to the constructed area to remain with the Developer;
- 1.17. PREMISES** shall mean and include ALL THAT piece and parcel of a plot of land measuring about 9 [nine] Cottahs 3 [three] Chittacks 31 [thirty one] Square Feet more or less TOGETHER WITH a Two storied building measuring about 2782 [two thousand seven hundred eighty two] Square Feet more or less, i.e. Ground Floor measuring about 1391 [one thousand three hundred ninety one] Square Feet more or less and First Floor measuring about 1391 [one thousand three hundred ninety one] Square Feet more or less, out of which land classified as BASTU measuring about 5 [five] Cottahs 6 [six] Chittacks 40 [forty] Square Feet more or less comprised in C. S. Dag No. 565 corresponding to R. S. and

L. R. Dag No. 554 appertaining to C. S. Khatian No. 36 corresponding to R. S. Khatian No. 56 corresponding to L. R. Khatian Nos. 366/1 and 1312, land classified as BASTU measuring about 1 [one] Cottah 0 [zero] Chittack 12 [twelve] Square Feet more or less and a portion of plot of land measuring about 1 [one] Cottah 10 [ten] Chittacks 8 [eight] Square Feet more or less, comprised in R. S. and L. R. Dag No. 555 appertaining to R. S. Khatian No. 233 corresponding to L. R. Khatian No. 1312 and another plot of land classified as DANGA measuring about 2 [two] Cottahs 12 [twelve] Chittacks 22 [twenty two] Square Feet more or less TOGETHER WITH a Roof Tile Shed measuring about 120 [one hundred twenty] Square Feet more or less standing thereon, comprised in C. S. Dag No. 610 corresponding to R. S. and L. R. Dag No. 591/615 appertaining to C. S. Khatian No. 136 corresponding to R. S. Khatian No. 189 corresponding to L. R. Khatian Nos. 1295 and 1296, lying and situated at Mouza TEGHORIA, J. L. No. 9, Re. Sa. No. 116, Touzi No. 191 and 1074, Pargana Kolkata, within the local limits of Ward No. 11 of the Rajarhat - Gopalpur Municipality, having Municipal Holding Nos. R.G.M.-32/236, R.G.M.-11/138/8-9 & AS/32/236/BL/1/13-14, presently under Bidhannagar Municipal Corporation, Locality: Kalupukur [Jyangra] Road, 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 700 157, State West Bengal, which is specifically and particularly mentioned and described in the **FIRST SCHEDULE** written hereunder.

- 1.18. **SALEABLE SPACE** shall mean and include the space in the proposed multi-storied building available for independent use and occupations after making due provisions for common facilities and the space required there for.
- 1.19. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the unit Landowners for the management and maintenance after completion of the proposed multi-storied building and the Premises;
- 1.20. **PLANS** shall mean the plans of the proposed multi-storied 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.

- 1.21. **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;
- 1.22. **PROPORTIONATE** shall mean with all its cognate variations shall mean such ratio the super built up area of all the units in the proposed multi-storied building;
- 1.23. **COVERED AREA** shall mean and include the area of Flat, Shop Room and Car Parking Space including thickness of the wall together with proportionate share of stair, staircase and landings therewith;
- 1.24. **SUPER BUILT-UP AREA** shall mean and include the area which will be certified by 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;
- 1.25. **UNIT** shall mean the flat and/or other covered area in the proposed multi- storied 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;
- 1.26. **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 proposed multi-storied building and shall include the Landowners and Developer of the project held by them, from time to time;

2. **ARTICLE- II- CONSIDERATION**

PART-I-OWNERS' ALLOCATION

- 2.1. That the Landowners shall be entitled to get 50% (fifty percent) Constructed Area in the proposed multi-storied building to be constructed upon the said premises as per plan sanctioned by the Bidhannagar Municipal Corporation as Landowners' Allocation 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 proposed multi-storied building as specifically described in the **SECOND SCHEDULE** 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**:

Ground Floor	50%
First Floor	50%
Second Floor	50%
Third Floor	50%

Furthermore, the Developer shall pay a sum of Rs. 40,00,000/- [Rupees forty lac] only as a Refundable Security Deposit to the Landowners which will be paid on the day of signing of this Agreement;

The Landowners shall be liable to refund the aforesaid Refundable Security Deposit to the Developer on or before the day of getting the peaceful, vacant, and physical possession of the Landowners' Allocation from the Developer positively. If the Landowners are unable to refund the said sum within the stipulated period as mentioned above, in that event the said sum shall be adjusted against the Landowners' Allocation;

- 2.2. The Landowners' allocated area shall be constructed by the Developer for and on behalf of the Landowners and/or their respective nominee or nominees. The rest of the proposed multi-storied building shall be constructed by the Developer for and on behalf of itself and/or its nominees;
- 2.3. That, the Landowners and/or their nominee or nominees shall be liable to pay all sorts of taxes, levies including service taxes, GST etc. imposed by the Government of India as well as the Government of State of West Bengal [if applicable];

PART - II - DEVELOPER'S ALLOCATION

Save and except the landowners' allocation so stated in Part - I herein above all other remaining Flats/Floors/Car Parking areas and/or shop room spaces of the fully constructed areas of the proposed multistoried building shall belong to the Developers hereof exclusively and for all time to come the said remaining Flats/Floors/Car Parking areas and/or shop room spaces will be treated as the Developer's Allocations together with undivided proportionate share of land attributable thereto of the said premises in the terms of the provisions of the present Agreement with the further right to dealing with and /or to dispose of the said allocation according to its absolute discretion for all

time to come hereafter without any objection relating thereto on the part of the Landowners hereof with a further right of receiving and appropriating the entire sale proceeds relating to such Developers Allocations without having any liabilities for the same to the Landowners.

3. ARTICLE - III - PROCEDURE

- 3.1. The Landowners will execute a registered Development Agreement, a Development Power of Attorney, and an Agreement for Amalgamation for Construction with the Developer as may be required for the purpose of obtaining the sanction of the plan all necessary permission, and sanction from different authorities in connection with the construction of the building for perusing and following up the matter with the statutory authorities and to do all acts, regarding construction work and regarding land mutation, tax deposits and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money in respect of the under mentioned schedule of property. During the continuation of this agreement, the Landowners will not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to observe the condition that the Developer condition herein contained shall perform all covenants and condition herein contained.
- 3.2. The Developer will mutate the aforesaid land in the present Landowners' name and will do the necessary work for land conversion of the aforesaid 9 Cottahs 3 Chittacks 31 sq. ft. land from DANGA to BASTU, receiving Bastu Certificate from the competent authority, boundary declaration as per record, doing the proper marketable title from his own cost and expenses. The Landowners will be bound to cooperate with the developer, sign all the necessary documents, and be physically present before the authority if needed for this purpose.
- 3.3. Simultaneously herewith, the Landowners herein shall deliver vacant and peaceful possession of the Premises to the Developer within 5 [five] days from the day of procurement of the site plan positively to the Developer and/or its representatives to have access to the land for the purpose of Development, soil testing, etc., and future permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to say in the land for the purpose of construction of the building or apartment in question as stated herein above.

- 3.4. Upon execution of this agreement, the Landowners herein shall hand over the original documents to the Developer herein;
- 3.5. The Developer shall, at its own costs and expenses cause the said Building Plans to be prepared and submitted to the Municipality for necessary sanction **SUBJECT TO** the Landowners herein paying all outstanding rates and taxes, till the date thereof and causing mutation of the name of the Landowners, in the records of the Bidhannagar Municipal Corporation or any other concerned authorities as required for;
- 3.6. Upon receiving the sanction of the Plans of the proposed multi-storied building from the Competent as well as the local authority, the Developer shall notify the Landowners herein about the same within two days from the day of getting the sanctioned plan;
- 3.7. **SUBJECT TO** force majeure and reasons beyond the control of the Developer, within [24 months thereafter i.e. after the Developer receives sanction of the said building plans, the Developer shall complete the project by constructing the proposed multi-storied building and/or otherwise and deliver possession of the Landowners' allocated area to the Landowners 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 Landowners meeting their obligation of this agreement;
- 3.8. The proposed multi-storied building shall be for residential cum commercial purposes or such other purpose as may be mutually decided by the parties hereto;
- 3.9. The said premises is to be allowed by the Landowners for the construction of proposed multi-storied building;
- 3.10. That the Landowners will not rise any objection if the Developer increases any constructed area from the sanctioned plan provided that the Landowners will be entitled to get an equal share of 50% in the extended constructed areas;
- 3.11. That the Landowners and/or their nominee or representative shall not lodge any claim, demand and/or put any right over the Developer's allocation;
- 3.12. The Developer is authorized to impose an additional fee on all flats of

entire landowners' and Developer's allocation to cover the costs associated with the installation of the Electric Transformer and Main Electric Meter. The Landowners and/or their nominee or representative shall not raise any objections to this charge.

4. ARTICLE - IV - DEVELOPER'S OBLIGATION

- 4.1. The Developer shall construct the multistoried building in terms of this agreement and in accordance with the Plan to be sanctioned by the competent Authority/ B. M. C.
- 4.2. The developer shall obtain all the necessary permissions, and sanction plan from local bodies, and government authorities at its cost. If any legal discrepancies arise during and after the construction of the said buildings the developer shall be held liable to bear the cost of such litigation including fines and taxes.
- 4.3. It is agreed by and between the parties hereto that the Developer shall be entitled to enter an agreement for sale in respect of residential flats from the Developer's allocation over the under-mentioned schedule of property with the intending purchaser or purchasers at any time/ stage and to execute sale deed/deeds in their favour and to receive the amount from them for the said Flats over the under mentioned schedule or property.
- 4.4. Not to violate or contravene any of the provisions or rules applicable for the construction of the building.
- 4.5. The Developer will supply a photocopy of the sanctioned plan to the Landowners after obtaining the building sanctioned Plan from the Competent Authority/ B. M. C.
- 4.6. The Developer shall solely be liable for taking any amount under any head in respect of proving possession in the portion allotted in favour of the developer in the property, more fully and particularly described in the schedule herein below.
- 4.7. The Developer will pay a sum of Rs. 10,000/- (Rupees Ten Thousand) only per month as shifting charges to each landowner.
- 4.8. If the Developer fails to obtain a sanctioned Plan from the Competent Authority/B. M. C., within a period of 48 months from the date of execution of this agreement, this Development Agreement shall be

treated as void and the Landowners shall have entire liberty to restore their rights and possession of the schedule mentioned property after refund of security deposit. Any subsequent agreement/ Power of Attorney shall be deemed to be void as well. An amount of Rs. 10,00,000/- (Rupees Ten Lakh) only as an interest-free security deposit to the Landowners paid by the Developer shall be forfeited. The Landowners shall refund the rest Rs. 30,00,000/- (Rupees Thirty Lakh) only to the Developer in Three consecutive installments. The Landowners shall have entire liberty to enter into any Sale/Tenancy/ Development Agreement with any other party without assigning any further notice to the Developer herein.

- 4.9. In the event save and except the Force Majeure, the Developer fails to complete the construction work within the stipulated time of 24+6 months from the date of the building plan sanction, the Landowners may be entitled to, though not being obliged, terminate this agreement by giving a notice of one month to the other party in case the Developer is unable to complete the construction work within a finite period of another 6 months. In case of termination of this instant agreement, the Landowners may enter into an agreement for further development of the same plot of land to any other competent developer for further construction or sale purposes. The former Developer (the Developer herein) may incur only the expense already spent for the development and construction of the incomplete building by entering into bonafide discussions with the Landowners and the newly assigned Developer.
- 4.10. The developer should hand over the complete flats and garage spaces to the Landowners as per the owners' allocation within the stipulated time mentioned in the agreement, by means of a possession letter after satisfactory inspection of the Landowners.
- 4.11. The developer agrees to provide the Landowners with all necessary supports for the purpose of mutation in respect of the owners' allocation after giving them the allocated possession of the flat/s and garage space/s.
- 4.12. If after execution of this indenture and within the completion time the developer dies or becomes mentally imbalanced/insane and/or physically invalid and/or financially insolvent, the Landowners shall be entitled to terminate this agreement by giving a notice of one week to the Developer/their legal heir/s. Both the Landowners and the Developer/their legal heir(s) may further enter into bonafide discussions to find a suitable solution and/or to agree upon such

alternative arrangements as may be fair and reasonable the Landowners may hand over the same plot of land to any other developer for further construction or sale purposes.

5. **ARTICLE - IV - OWNERS' INDEMNITY**

The Landowners hereby undertake to execute a Development Power of Attorney and agreement for amalgamation for development in favour of the Developer which will be registered from the registration office as per the law of the registry office.

Previously if any electric connection was installed in the said land/house, in such an event the landowners would vacate/transfer/uninstall the said electric meter at their own cost and they would also payoff any dues or outstanding/fine/arrear/ electric bill in association with the said electric connection.

6. **ARTICLE - VI - DEVELOPER S INDEMNITY**

- 6.1. The Developer hereby undertakes to keep the Landowners indemnified against all third-party claims and actions arising out of any sort of act of commission or commissions of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the competent authority on that behalf and the building rules thereof as an acted by the Government of West Bengal in the year 2001. The Landowners shall not be liable if any construction is made by the Developer in variation or violation of building rules and beyond the sanctioned plan.
- 6.2. That the developer will demolish all existing old structures standing thereon at its own cost and expenses and the developer will enjoy the earnings from the demolished material.
- 6.3. The Developer hereby undertakes to keep the Landowners indemnified against all actions, suits, costs, proceedings, and claims that may arise out of the developer's actions, deeds and actions with regard to the Development of the said Premises and/or in the matter or construction of the building and/or defect therein.
- 6.4. The Developer hereby undertakes that the firm will be held liable regarding the construction of the proposed Multi-storied Building and payment of Government Revenue like income Tax or any other Tax to be levied by the authority concerned after the execution of this

agreement, for sale.

- 6.5. The Developer also undertakes the fact that in absence of any Partners, his legal heirs and successors of the Developer will be bound to abide by the terms and conditions of this agreement and will have to cooperate with the Landowners for the completion of the project peacefully as per provision of law.
- 6.6. The developer guarantees to indemnify the Landowners, in case of any litigation arises during and after the construction of the said building.

7. ARTICLE - VII - TITLE DEEDS

On execution of this indenture the Landowners shall handover all original documents in respect of the said property and title Deed/Deeds to the Developer against proper accountable receipt as required and the Developer shall hand over all original documents and title Deed/ Deeds to the Association/ Constituent Body against proper accountable receipt as required after the completion of sale of the total Flats/shops/garage/ Vacant Space etc. by the Developer.

8. ARTICLE - VIII - COMMON FACILITIES

- 8.1. **COMMON FACILITIES:** Shall mean and include corridors, stairways, staircase, stair landings, lift, water, Electricity, sewerage connection, passages if any, driveways, and common lavatories, if provided by the Developer in the new building.
- 8.2. The Developer shall pay and bear all property Taxes and outgoings in respect of the said building from the date of handing over possession of the said property by the respective flat owner to the Developer.
- 8.3. The Landowners will not do any act, deed, or thing whereby the Developer shall be prevented from the construction of the said building provided the Developer makes construction as per the sanctioned plan with variation from the same or in violation of building rules.

9. ARTICLE - IX - MISCELLANEOUS

- 9.1. The Landowners and the Developer will enter into the agreement properly as a contract by executing the Development Agreement between the parties hereto of the aforesaid property.

2. 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 upon the Landowners if sent to them under registered post with acknowledgment due at the address given in this agreement or to its subsequent or changed address.
- 9.3. That Landowners hereby fully agree and consent that the Developer shall have the right to advertise, fix hoardings or signboards or any kind relating to the publicity for the benefit or commercial exploitation of the new building from the date of execution of this agreement upon completion of this building or earlier all such an advertisement and hoarding shall be cleared of by the Developer at its own costs.
- 9.4. The Original Agreement and Deeds etc. in respect of the said property shall be kept in the custody of the Developer at its office for the inspection of the intended purchaser/purchasers.
- 9.5. The Landowners hereby declare that in their absence the legal heirs and successors will be bound to abide by the terms and conditions of this agreement and will have to Co-operate with the Developer for completion and handover of the project as per provision of law.
- 9.6. That the Developer shall be bound to hand over the Owners' Allocation under the Certificate of Possession Letter before handing over the possession to the Developers Allocation to the intending purchaser. That the notice for delivery of possession of the Owner's Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgment due card and the Landowners are bound to take possession within 15 days from the date of service of this letter.
- 9.7. After taking Possession of the Owners' Allocation, the Landowners can sell, mortgage, or let out their portion to any intending person(s).
- 9.8. Developer shall obtain occupancy certificate from B. M. C.;

10. **ARTICLE - X - JOINT OBLIGATION**

The Developer shall Develop and construct a multistoried building on the said land in accordance with the sanction plan to be approved and sanctioned by the Municipality as per B.M. Act 1932 (as amended up to date).

11. ARTICLE - XI - FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existence of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

- i. Neither the Landowners nor the Developer shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute Force majeure events:
 - (a) Earthquake, Flood, Inundation, Landslide;
 - (b) Storm, Tempest, Hurricane, Cyclone, Lightning, Thunder or other extreme atmospheric disturbances;
 - (c) Fire caused by reasons not attributable to the Landowners nor the Developer;
 - (d) Acts of terrorism;
 - (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action, or civil war;
 - (f) Strikes or boycotts, other than those involving the Developer, his contractors, or their employees, agents etc.;
 - (g) Epidemic, Pandemic, etc.; and
 - (h) Any other similar things beyond the control of the parties, except court order/ court judgment.
- ii. Occurrence of any Force Majeure shall be notified to the other party within 15 days of such conditions. In case of a Force

Majeure, if prevailed for a continuous period in excess of 30 days, both the Landowners and the Developer shall enter into bonafide discussions with a view to access its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. In the event of Force Majeure, the parties will make their best endeavours to and will take all reasonable measures available to mitigate the effect of such Force Majeure. Upon cessation of the cause or causes for delay or prevention, the party affected by the Force Majeure shall resume the performance of the contractual obligations mentioned in this Development Agreement.

- iii. If any Force Majeure continues for a period of three months, the parties notifying the Force Majeure condition may be entitled to, though not being obliged, terminate this agreement by giving a notice of one week to the other party.

12. ARTICLE - XII - JURISDICTION:

The Courts of North 24 Parganas alone shall have the jurisdiction to entertain and determine all suits and proceedings arising out of the Present Agreement between the parties hereto.

13. ARTICLE - XIII - DISPUTE RESOLUTION

- 13.1. Negotiation and Consultation:** In the event of any dispute, controversy or claim arising out of or relating to this Development Agreement (the "Agreement") or its breach the parties shall first endeavor to resolve the dispute amicably by good faith negotiation. Either party may initiate the negotiation by providing written notice to the other party, setting forth the nature of the dispute.

- 13.2. Mediation:** If the parties are unable to resolve the dispute through negotiation within 15 days, then shall submit the dispute to mediation. The mediation shall be conducted by a mutually agreed-upon mediator. The costs of the mediation shall be borne equally by both parties.

- 13.3. Arbitration:** If mediation does not lead to a resolution within 21 days, the dispute shall be referred to arbitration. The arbitration shall be conducted in accordance with the rules and procedures of the Governing law. The award rendered by the arbitrator(s) shall be final and binding on both parties. The parties agree to share equally the costs of the arbitration.

- 13.4. Governing Law:** This agreement and the rights and obligations of the parties under it shall be governed by and construed in accordance with the law of India.
- 13.5. Attorneys' Fees:** In any arbitration or legal proceeding to enforce or interpret this agreement the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such proceedings.
- 13.6. Confidentiality:** All negotiations, mediations and arbitration proceedings as well as any related documents and information shall be kept confidential except as necessary to enforce any arbitration award or to comply with legal obligations.
- 13.7. Entire Agreement:** This dispute resolution clause is an integral part of the Agreement and is intended to be binding on the parties. It supersedes any prior Agreements or understandings, whether oral or written, relating to the resolution of disputes.

SCHEDULE
THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of **BASTU** land measuring an area of **9 Cottahs 3 Chittack 31 Square feet** and/or **15 Decimal** more or less **TOGETHER WITH** a Two storied residential building with Cemented Flooring measuring about 2782 [two thousand seven hundred eighty two] Square Feet more or less, i.e. Ground Floor measuring about 1391 [one thousand three hundred ninety one] Square Feet more or less and First Floor measuring about 1391 [one thousand three hundred ninety one] Square Feet more or less, comprised in **R. S./ L. R. Dag. No.: 554** [land measuring about 5 Cottahs 6 Chittack 42 Square feet more or less], **555** [land measuring about 1 Cottah 0 Chittack 12 Square feet more or less], **591/615** [land measuring about 2 Cottahs 12 Chittack 22 Square feet more or less], under **L. R. Khatian Nos.: 1312, 1296, 1295, 366/1**, under C. S. Khatian Nos.: 36, 136, C. S. Dag. Nos.: 610, 565, R. S. Khatian Nos.: 56, 189, 233; R. S. No.: 116, J. L. No.: 9, Touzi No.: 191, Parganas Kolkata, within **Mouza - Teghoria, Kolupukur, Police Station: Bagulati (formerly Rajarhat)**, within Bidhannagar Municipal Corporation, Ward No.: 11, District 24 Parganas, West Bengal, PIN: 700 059, butted and bounded by

ON THE NORTH BY : HOUSE OF GOUR HARI DAS;

ON THE SOUTH BY : LAND OF SRI PRAFULLA KUNDU AND THEREAFTER
KOLUPUKUR BAGAN;

ON THE EAST BY : LAND OF SRI A. K. ADHIKARI AND THEREAFTER
PLOT NO. 9;

ON THE WEST BY : FOURTEEN FEET WIDE MUNICIPAL ROAD;

**THE SECOND SCHEDULE AS MENTIONED ABOVE
PART-I (OWNER'S ALLOCATION)**

1. ALL THAT the Landowners shall be entitled to get 50% [fifty percent Constructed Area in the proposed multi-storied building to be constructed upon the said premises as per plan sanctioned by the Bidhannagar Municipal Corporation as Landowners' Allocation 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 Landowners;

Ground Floor	50%
First Floor	50%
Second Floor	50%
Third Floor	50%

2. Furthermore, the Developer shall pay a sum of Rs. 40,00,000/- [Rupees forty lac] only as a Refundable Security Deposit to the Landowners which will be paid on the day of signing of this Agreement;

The Landowners shall be liable to refund the aforesaid Refundable Security Deposit to the Developer on or before the day of getting the peaceful, vacant and physical possession of the Landowners' Allocation from the Developer positively. If the Landowners are unable to refund the said sum within the stipulated period as mentioned above, in that event the said sum shall be adjusted against the Landowners' Allocation;

3. The Landowners' allocated area shall be constructed by the Developer for and on behalf of the Landowners and/or his nominee or nominees. The rest of the proposed multi-storied building shall be constructed by the Developer for and on behalf of itself and/or its nominees;

That, the Landowners and/or their nominee or nominees shall be liable to pay all sorts of taxes, levies including service taxes, GST etc. imposed by

the Government of India as well as the Government of State of West Bengal [if applicable];

4. If the Developer constructs further floors, then the Landowners will be entitled to get 50% share of the constructed areas above G+3 building.

PART - II DEVELOPER'S ALLOCATION

Save and except the land owners' allocation so stated in Part - I herein above all other remaining Flats/Floors/car Parking areas and/ or shop room spaces of the fully constructed areas of the proposed multistoried building shall belong to the Developers hereof exclusively and for all time to come the said remaining Flats/Floors/ car Parking's areas and/or shop room spaces will be treated as the Developer's Allocations together with an undivided proportionate share of land attributable thereto of the said premises in the terms of the provisions of the present Agreement with the further right to dealing with and /or to dispose of the said allocation according to its absolute discretion for all time to come hereafter without any objection relating thereto on the part of the Landowners hereof with further right of receiving and appropriating the entire sale proceeds relating to such Developer's Allocations at any time without having any liabilities for the same to the Landowners.

THE THIRD SCHEDULE ABOVE REFERRED TO COMMON AREAS

The Owners 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.

1. Land under the proposed multi-storied building described in the First Schedule;
2. All side spaces, backspaces, paths, passages, drain ways, and sewerage provided in the proposed multi-storied building;
3. General lighting of the common portions and space for installation of electric meter an general and separate;
4. Municipal connection of the drain and sewerage line of the proposed multi-storied building;
5. Top of the roof, stair, staircase, landings and lobbies of the proposed

multi-storied building.

6. Septic tank, water pump, overhead water reservoir, water line;
7. Electric meter for common purpose;
8. Lift well, lift room, lift cage, lift machine and accessories;
9. Water Pump, Water Tank, Water Pipes, roof and other common plumbing installations,
10. Electric Wiring meter and fittings excluding those as installed for any particulars limit.
11. Pump House.
12. Main gates,
13. Foundation, column beams, and main wall of the building.
14. Any other common area and spaces and passages of the building.

COMMON EXPENSES

1. All costs relating to the maintenance, replacement, whitewash, painting, rebuilding, constructing, decorating, redecorating, lifts, lighting of the common portions, and also the other walls of the building and lift.
2. The salary of all persons employed for the common purpose.
3. Insurance premium for insuring the building if any against earthquake, fire, lighting, mob damage/violence, civil commotion, etc.
4. All charges and deposits or supplies of common utilization to the purchaser or other Owner or occupiers of other portions of the building.
5. Municipal Taxes and other outgoings save those separately assessed on the purchasers or other co-Owner.
6. Cost of formation and operation of the association.
7. All litigation expenses incurred for common purposes.

8. All other expenses and outgoing as be necessary or incidental for regulating interest the rights of the purchasers and/or other Owner and/or occupiers of the building for creating funds for replacement renovation painting and/or periodic repairing and in of the common portions.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE CONSTRUCTION)
(For Landowners)**

Structure	R. C. C. framed structure with columns, beams
Nature of Construction	R. C. C. Column Structure
External Wall	8" thick outside brick wall and plastered with cement mortar.
Internal Wall	5" and/or 3" thick wall partition wall plastered with cement
Flooring	Flooring is 2' x 2' Tiles commercial vitrified tiles with 4" skirting (all Bedrooms, Drawings, Dining Space and Verandah).
Bath Room	Bathroom fitted up to 6' height with designer commercial glazed tiles of standard brand bathroom floor standard tiles. Both toilets of white commodes of the standard brand with standard P. V. C. cistern. All sanitary fittings of Essco/Marc.
Kitchen	Commercial Tiles floor, a Slab for placement of gas with black stone top shall be provided and 2' -0" height glazed tiles will be fitted over the Black stone, One Sink, Two Water Taps, and one basin in Dining spaces.
Doors	All door frames of Shal Wood, Main Door of good quality of wood. All inside doors are waterproof Ply flash doors with oil paint finishing and PVC doors for the Toilet and Bathroom.
Windows	Aluminum sliding window with full one-way glass, full window covered with M.S. Grill, Panel will be good quality provided in the windows.
Water supply	Water supply from the overhead reservoir.
Plumbing	Toilet concealed wiring with two bib cock, and one shower, in toilets all fittings are of Essco/Marc.
Verandah	Covered with M. S. iron up-to 3'-0" height grill in each flat.
Electric:	The mother meter and transformer (if any) will be installed by the Developer at its own cost and

	individual electric meter will be borne by the Landowners for their allocation.
Painting:	Inside wall of the flat will be finished with plaster of putty.
Extra Work:	Any work other than that specified above would be regarded as extra work for which separate payment is required to be paid as per the market rate.

OTHER WORKS:

- a. Full concealed wiring.
- b. In the Master bedroom two light points only, one fan point and one tube light point and one T. V. and one A. C. point in each Hat.
- c. Living/Dining room: Two light points, one fan point, and one T. V. point.
- d. Kitchen: one light point, one exhaust fan point and one 15 amp Plug point.
- e. Toilet: one geyser point for each flat in common bathroom, one light point, one exhaust fan point.
- f. Verandah: one light point and one plug point.
- g. One light point at the main entrance,

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 LANDOWNERS and the
DEVELOPER in the presence of:

1. Manick Saha

B. H- 182/1, Vidyasagar Pally
Kestopur, Kot- 102

2. Lasky Gaha

232/1 Maniktala
Main Rd. Kot- 54

Bela Rani Saha.

Ruby Saha.

SIGNATURE OF LANDOWNERS

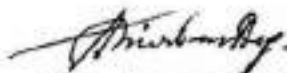
T. S. REALITY

Tapas Saha.

T. S. REALITY

Surojit Saha
Partner

Drafted by:


(ANIRBAN DEY)
Advocate, High Court at
Calcutta
F/607/576/2019

SIGNATURE OF DEVELOPER

RECEIPT

Received on and from the within-named Developer the within-mentioned sum of **Rs. 40,00,000/- [Rupees Forty Lakh]** only by cheque as interest free non-refundable security deposit by the within-named Land Owners as security deposit money for construction for these presents.

MEMO OF CONSIDERATION

Date	Bank	Branch	Cheque/DD No.	Amount [Rs.]
30.08.2023	IOB	Baguiati	745898	10,000.00
30.08.2023	IOB	Baguiati	745899	10,000.00
11.12.2023	IOB	Baguiati	340553	9,00,000.00
11.12.2023	IOB	Baguiati	340554	9,00,000.00
11.12.2023	IOB	Baguiati	340556	9,00,000.00
11.12.2023	IOB	Baguiati	340557	9,00,000.00
11.12.2023	IOB	Baguiati	340555	1,90,000.00
11.12.2023	IOB	Baguiati	340559	1,90,000.00
Total Consideration Amount Rs.				40,00,000.00

Rupees forty lac only.

WITNESSES:

1. *Mamick Saha*

2. *Londy Gmha.*

Bela Paul Saha.

Ruby Saha.

**SIGNATURE OF LANDOWNERS/
RECIPIENTS**

SPECIMEN FOR TEN FINGER PRINTS

SIGNATURE OF THE
EXECUTANT/PRESENTANT



Bela Pati Saha.

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



Ruby Saha.

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



Tapas Saha.

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

SPECIMEN FOR TEN FINGER PRINTS

**SIGNATURE OF THE
EXECUTANT/PRESENTANT**



Sunil S. Sahu

PHOTO

PHOTO

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

Major Information of the Deed

Deed No.	I-1902-17428/2023	Date of Registration	13/12/2023
Query No.	1902-2003029454/2023	Office where Deed is Registered	
Query Date	09/12/2023 6:34:19 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUPROTIM SAHA BA-12/2B, D.B. NAGAR, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 9051231192, Status : Advocate		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 40,00,000/-]		
Sale Price	Rs. 1,68,31,349/-		
Stamp Duty	Rs. 40,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

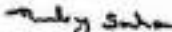
District: North 24-Parganas, P.S:- Rajerhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Kolupukur (Jyangra), Mouza: Tegharis, JI No: 9, Pin Code : 700059

Sl. No.	Plot No.	Plot Area (Sq. Ft.)	Plot Type	Plot Status	Plot Area (Sq. Ft.)	Plot Price (Rs.)	Plot Price (Rs.)	Plot Price (Rs.)
L1	LR-554 (RS :-)	LR-366/1	Bestu	Bestu	5 Katha 6 Chatak 42 Sq Ft	1/-	88,01,999/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L2	LR-555 (RS :-)	LR-1312	Bestu	Bestu	1 Katha 12 Sq Ft	1/-	16,47,000/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L3	LR-581/016 (RS :-)	LR-1296	Bestu	Bestu	2 Katha 12 Chatak 22 Sq Ft	1/-	45,04,500/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
TOTAL :					15.2304Dec	3/-	149,53,499 /-	
Grand Total :					15.2304Dec	3/-	149,53,499 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1, L2, L3	2782 Sq Ft.	1/-	18,77,850/-	Structure Type: Structure
Gr. Floor, Area of floor : 1391 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1391 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2782 sq ft	1/-	18,77,850/-	

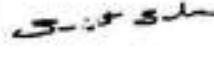
Land Lord Details :

Sr No	Name	Photo	Finger Print	Signature
1	Bela Rani Saha Wife of Late Ranjit Kumar Saha Executed by: Self, Date of Execution: 13/12/2023 , Admitted by: Self, Date of Admission: 13/12/2023 ,Place : Office	 13/12/2023	 Captured L/R 13/12/2023	 13/12/2023
TG-1/21, Tegharia, Piyarabagan, City:- , P.O:- Hatlara, P.S:-Baguliati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: alxxxxxx4e, Aadhaar No: 25xxxxxxxx3869, Status :Individual, Executed by: Self, Date of Execution: 13/12/2023 , Admitted by: Self, Date of Admission: 13/12/2023 ,Place : Office				
2	Ruby Saha Daughter of Late Ranjit Kumar Saha Executed by: Self, Date of Execution: 13/12/2023 , Admitted by: Self, Date of Admission: 13/12/2023 ,Place : Office	 13/12/2023	 Captured L/R 13/12/2023	 13/12/2023
B H-182/1, Vidya Sagar Pally, Krishnapur, City:- , P.O:- Krishnapur, P.S:-Baguliati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: alxxxxxx2a, Aadhaar No: 45xxxxxxxx6605, Status :Individual, Executed by: Self, Date of Execution: 13/12/2023 , Admitted by: Self, Date of Admission: 13/12/2023 ,Place : Office				

Developer Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	T. S. Reality BMC, 23/21, Manasha Palace, AC 10, Saha Bagan, Jyagra, City:-, P.O:- D B Nagar, P.S:-Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No:- aaxxxxxxrk, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger Print and Signature				
1	Tapan Saha (Presentant) Son of Prabr Saha Date of Execution - 13/12/2023, , Admitted by: Self, Date of Admission: 13/12/2023, Place of Admission of Execution: Office		 Captured	
Dec 13 2023 4:23PM		LT	13/12/2023	
DD-11/5, Baguiati Saha 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, , PAN No.: bsxxxxxx5e, Aadhaar No: 26xxxxxxxx8948 Status : Representative, Representative of : T. S. Reality (as Partner)				
2	Surojit Saha Son of Dipenkar Saha Date of Execution - 13/12/2023, , Admitted by: Self, Date of Admission: 13/12/2023, Place of Admission of Execution: Office		 Captured	
Dec 13 2023 4:23PM		LT	13/12/2023	
DD-23, Baguiati Saha 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, , PAN No.: bpxxxxxx8l, Aadhaar No: 92xxxxxxxx2251 Status : Representative, Representative of : T. S. Reality (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
MANICK SAHA Son of SHANKAR CHAND SAHA BH 182/1, VIDYASAGAR PALLY, City:-, P.O:- KESTOPUR, P.S:-Baguladi, District:- North 24-Parganas, West Bengal, India, PIN:- 700102		 Captured	
	13/12/2023	13/12/2023	13/12/2023
Identifier Of Bela Rani Saha, Ruby Saha, Tapan Saha, Surojit Saha			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Bela Rani Saha	T. S. Reality-4.4825 Dec
2	Ruby Saha	T. S. Reality-4.4825 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Bela Rani Saha	T. S. Reality-0.83875 Dec
2	Ruby Saha	T. S. Reality-0.83875 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Bela Rani Saha	T. S. Reality-2.29396 Dec
2	Ruby Saha	T. S. Reality-2.29396 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Bela Rani Saha	T. S. Reality-1391.00000000 Sq Ft
2	Ruby Saha	T. S. Reality-1391.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Kolupukur (Jyangra), Mouza: Tegheria, JI No: 9, Pin Code : 700059

Sl. No	Plot No.	Owner's Name, Address, Classification, Area	Share Holder in English as submitted by Applicant
L1	LR Plot No:- 554, LR Khatian No:- 306/1	Owner's Name, Address, Classification, Area:0.05000000 Acre,	Ruby Saha
L2	LR Plot No:- 555, LR Khatian No:- 1312	Owner's Name, Address, Classification, Area:0.02000000 Acre,	Ruby Saha
L3	LR Plot No:- 591/615, LR Khatian No:- 1296	Owner's Name, Address, Classification, Area:0.02000000 Acre,	Bela Rani Saha

On 13-12-2023

Certificate of Admissibility (Rule 43, WB 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) WB Registration Rules 1962

Presented for registration at 11:39 hrs on 13-12-2023, at the Office of the A.R.A. - II KOLKATA by Tapan Saha.

Certificate of Market Value (WB Povit Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,68,31,349/-.

Admission of Execution Under Section 51 WB Registration Rules 1962

Execution is admitted on 13/12/2023 by 1. Bela Rani Saha, Wife of Late Ranjit Kumar Saha, TG-1/21, Tegharia, Piyarabagan, P.O: Hatiana, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession House wife, 2. Ruby Saha, Daughter of Late Ranjit Kumar Saha, B H-182/1, Vidya Sagar Pally, Krishnapur, P.O: Krishnapur, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by Profession House wife

Indetified by MANICK SAHA, , Son of SHANKAR CHAND SAHA, BH 182/1, VIDYASAGAR PALLY, P.O: KESTOPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by profession Service

Admission of Execution Under Section 51 WB Registration Rules 1962

Execution is admitted on 13-12-2023 by Tapan Saha, Partner, T. S. Reality (Partnership Firm), BMC, 23/21, Manasha Palace, AC 10, Saha Bagan, Jyangra, City:-, P.O:- D B Nagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Indetified by MANICK SAHA, , Son of SHANKAR CHAND SAHA, BH 182/1, VIDYASAGAR PALLY, P.O: KESTOPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by profession Service

Execution is admitted on 13-12-2023 by Surojit Saha, Partner, T. S. Reality (Partnership Firm), BMC, 23/21, Manasha Palace, AC 10, Saha Bagan, Jyangra, City:-, P.O:- D B Nagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Indetified by MANICK SAHA, , Son of SHANKAR CHAND SAHA, BH 182/1, VIDYASAGAR PALLY, P.O: KESTOPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,105.00/- (B = Rs 40,000.00/- , E = Rs 21.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2023 4:53PM with Govt. Ref. No: 192023240315331571 on 12-12-2023, Amount Rs: 40,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0COEWSE8 on 12-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3090, Amount: Rs.100.00/-, Date of Purchase: 08/11/2023, Vendor name: J K Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2023 4:53PM with Govt. Ref. No: 192023240315331571 on 12-12-2023, Amount Rs: 39,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0COEWSE8 on 12-12-2023, Head of Account 0030-02-103-003-02

Signature
Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2023, Page from 625971 to 626010
being No 190217428 for the year 2023.



64

Digitally signed by SATYAJIT BISWAS
Date: 2023.12.20 16:51:57 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 20/12/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.