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पश्चिम बंगाल WEST BENGAL

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

28 JUL 2023

DEVELOPMENT AGREEMENT

1. Date : 28.07.2023

2. Place : Kolkata

3. Parties :

3.1 SUDIP KUMAR MONDAL @SUDIP MONDAL [PAN :

Contd.....2

46747
Pinaki Chattopadhyay
Advocate
Judge's Court Darasat

NAME
ADD
Rs
18 MAY 2023
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kot-1

18 MAY 2023
18 MAY 2023



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

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AFSPM9591B], [AADHAAR NO. 475238599152] & [MOBILE NO. 9231628565], son of Late Sushil Kumar Mondal @ Late Sushil Mondal @ Late Gopal Mondal @ Late Gopal Chandra Mondal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at T-126, Tegharia Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

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

AND

3.2

VINAYAK INFRASTRUCTURE [PAN : AAUFV1927F], a Partnership Firm, having its office at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700067, District - Kolkata, West Bengal, represented by its Partners namely (1) **AVIJIT BOSE [PAN : AIWPB8626P], [AADHAAR NO. 592357298154] & [MOBILE NO. 9836770322]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, presently residing at Flat No. 3G, 3rd Floor, Ganapati Garden, Block-B, Hatiara Road, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, (2) **DEBASISH DATTA [PAN : ADTPD5789R], [AADHAAR NO. 795665917826] & [MOBILE NO. 9804633041]**, son of Dharmadas Datta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700067, District - Kolkata, West Bengal, (3) **SURAJIT SUR [PAN : BZZPS9582A], [AADHAAR NO. 443936476037] & [MOBILE NO. 9830329448]**, son of Bhanu Kanta Sur, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Krishnanagar Road, Nabapally, P.O. Nabapally, P.S. Barasat, Kolkata - 700126, District North 24 Parganas, West Bengal, (4) **AMIT KASHYAPI [PAN : AFYPK3095G], [AADHAAR NO. 451635955293] & [MOBILE NO. 9830129448]**, son of Kashi Nath Kashyapi, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 45, Bidhanagar Road, Ultadanga Main Road, P.O. & P.S. Ultadanga, Kolkata - 700067, District - Kolkata, West Bengal, (5) **SAYAK DUTTA [PAN : GEEPD0818B], [AADHAAR NO. 578006200445] & [MOBILE NO. 9830383605]**, son of Saibal Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Baluria Colony, Nabapally, P.O. Nabapally, P.S. Barasat, Kolkata - 700126, District North 24 Parganas, West Bengal & (6) **SAPTAPARNA DAS [PAN : APLPD2481E], [AADHAAR NO. 967890347179]**



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& [MOBILE NO. 9831935807], wife of Arnab Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 5/12, Sarojini Pally, P.O. Nabalally, P.S. Barasat, Kolkata - 700126, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**

4.1 **Development Project & Appurtenances :**

4.1.1 **Schedule/Project Property : ALL THAT** piece and parcel of land measuring :

<u>L.R. Dag</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Khatian in the</u> <u>name of</u>	<u>Nature of</u> <u>Land</u>	<u>Total Land Area of Owner</u> <u>K : CH : SFT.</u>
414	1849	Sudip Mondal	Bastu	00 - 01 - 13.08
415	1849	Sudip Mondal	Bastu	00 - 15 - 34.92
416	1849	Sudip Mondal	Bastu	00 - 05 - 15.00
417	1849	Sudip Mondal	Bastu	00 - 10 - 30.00
				02 - 01 - 03.00

In total undivided plot of land measuring 2 (Two) Cottahs 1 (One) Chittack 3 (Three) sq.ft. be the same a little more or less equivalent to land measuring 1488 (One Thousand Four Hundred Eighty Eight) Square Feet be the same a little more or less Together With cement flooring Residential Tiles Shed measuring 300 (Three Hundred) Square Feet be the same a little more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S. Dag Nos. 414, 415, 416 & 417, L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, L.R. Khatian No. 1849 (in the name of Sudip Kumar Mondal @ Sudip Mondal, Landowner herein), lying and situated at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat now Baguajati, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 6, [Teghoria Main Road (Teghoria), P.O. Hatiaara, Kolkata - 700157], in the District North 24 Parganas, in the State of West Bengal, morefully described in the First Schedule herein under written **[SCHEDULED PROPERTY/PROJECT PROPERTY]**



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

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

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SUDIP KUMAR MONDAL @ SUDIP MONDAL, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Ownership of Prankrishna Mondal :** One Prankrishna Mondal, son of Late Siromani Mondal was the absolute owner of land measuring :

<u>C.S. Dag</u>	<u>C.S. Khatian</u>	<u>Total Land Area</u>			<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>K</u>	<u>: CH</u>	<u>: SQ.FT.</u>	<u>[In Square Feet]</u>
430	178	01	- 03	- 16.20	00871.20
431	178	14	- 12	- 28.80	10648.80
432	107	05	- 00	- 00.00	03600.00
433	157	10	- 00	- 00.00	07200.00
		31	- 00	- 00.00	22320.00

In total land measuring 31 (Thirty One) Cottahs more or less equivalent to 22320 (Twenty Two Thousand Three Hundred Twenty) Square Feet more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, under C.S. Khatian No. 178, 107 & 157, Zamindari Khatian No. 167 Ka, Kha, 103, 154, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one (1) Satish Chandra Barman, son of Late Hara Chandra Barman, (2) Gobinda Chandra Barman & (3) Mohan Chand Barman, both sons of Late Purna Chandra Barman, by the strength of a Registered Deed of Conveyance, registered on 29.04.1959, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, being Deed No. 3530 for the year 1959.

5.1.1.2 **Demise of Prankrishna Mondal :** While in absolute possession and absolute ownership over the aforesaid property, the said Prankrishna Mondal died intestate, leaving behind his three sons namely (1) Ajit Mondal @ Ajit Kumar Mondal, (2) Sannyashi Mondal & (3) Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, and three married daughters namely (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal, as his legal heirs and successors in interest in respect of the aforesaid property, left by the said Prankrishna Mondal, since deceased, and each having undivided 1/6th share in the aforesaid property, left by the said Prankrishna Mondal, since deceased.



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5.1.1.3 **Undivided & Individual 1/6th Share/Ownership :**

Name of the Owner	C.S. Dag No. 430 [In sq.ft.]	C.S. Dag No. 431 [In sq.ft.]	C.S. Dag No. 432 [In sq.ft.]	C.S. Dag No. 433 [In sq.ft.]	Total Ownership [In sq.ft.]
Ajit Mondal	145.20	01774.80	0600	1200	03720
Sanyashi Mondal	145.20	01774.80	0600	1200	03720
Sushil Kr. Mondal	145.20	01774.80	0600	1200	03720
Lila Naskar	145.20	01774.80	0600	1200	03720
Laxmi Koley	145.20	01774.80	0600	1200	03720
Saraswati Mondal	145.20	01774.80	0600	1200	03720
	871.20	10648.80	3600	7200	22320

5.1.1.4 **Change of Dag Numbers :** In Revisional Settlement and L.R. Settlement, the said C.S. Dag Nos. 430, 431, 432 & 433 have been changed in following R.S./L.R. Dag Numbers, as under :

C.S. Dag No.	R.S./L.R. Dag No.
430	414
431	415
432	416
433	417

5.1.1.5 **Sale/Gift by the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal to one (1) Harendra Nath Mondal, (2) Debprasad Mondal & (3) Sukamal Mondal AND (4) Puspendu Mondal AND (5) Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal :** It is already mentioned here that the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal individually possessed the undivided (3/6th share) plot of land as under :

Name of the Owner	L.R. Dag No. 414 [In sq.ft.]	L.R. Dag No. 415 [In sq.ft.]	L.R. Dag No. 416 [In sq.ft.]	L.R. Dag No. 417 [In sq.ft.]	Total Ownership [In sq.ft.]
Lila Naskar	145.20	1774.80	0600	1200	03720
Laxmi Koley	145.20	1774.80	0600	1200	03720
Saraswati Mondal	145.20	1774.80	0600	1200	03720
	435.60	5324.40	1800	3600	11160

The said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal, sold, transferred, conveyed and gifted their entire share in the aforesaid R.S./L.R. Dag Nos. 414, 415, 416 & 417, to one (1) Harendra Nath Mondal, (2) Debprasad Mondal & (3) Sukamal Mondal AND (4) one Puspendu Mondal AND (5) one Sushil Kumar Mondal @ Sushil Mondal @ Gopal Kumar Mondal.



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The details of said transfer executed by the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal, as under :

i) Sold to (1) Harendra Nath Mondal, (2) Deboprasad Mondal & (3) Sukamal Mondal :

The said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal, jointly sold, transferred and conveyed their 1/3rd share in their aforesaid total property, as under :

Actual Sale in Square Feet :

<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Sold Property</u>
<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>
145.20	1774.80	600	1200	3720

Actual Sale in Decimal :

<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Sold Property</u>
<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>
0.33	4.07	1.38	2.76	8.54

in total undivided plot of land measuring 8.54 (Eight Point Five Four) Decimals more or less equivalent to land measuring 3720 (Three Thousand Seven Hundred Twenty) Square Feet more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S./L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, Zamindari Khatian No. 167 Ka, Kha, 103, 154, L.R. Khatian Nos. 406 (in the name of Lila Naskar), 398 (in the name of Laxmi Koley) & 479 (in the name of Saraswati Mondal), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 7, in the District North 24 Parganas, to one (1) Harendra Nath Mondal, (2) Debprasad Mondal & (3) Sukamal Mondal, all sons of Ajit Kumar Mondal, by the strength of a Registered Deed of Conveyance, registered on 30.05.2008, registered in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. 1, CD Volume No. 7, Pages 23 to 35, being Deed No. 01581 for the year 2013.

It is to be mentioned here that the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal actually possessed (i) land measuring 4.07 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 1.38 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 2.76 in R.S./L.R. Dag No. 417 (as described aforesaid).



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But in the said Registered Deed of Conveyance, bearing Deed No. 01581 for the year 2013, the measurement of land sold by them i.e. (i) land measuring 4 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 2 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 3 Decimals more or less in R.S./L.R. Dag No. 417, which is not actual sale by the said owners, (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal. Thus the actual sale by them i.e. (i) land measuring 4.07 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 1.38 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 2.76 in R.S./L.R. Dag No. 417 (as described aforesaid).

ii) **Sold to Puspendu Mondal :**

The said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal, also jointly sold, transferred and conveyed their 1/3rd share in their aforesaid total property, as under :

Actual Sale in Square Feet :

<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Sold Property</u>
<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>
145.20	1774.80	600	1200	3720

Actual Sale in Decimal :

<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Sold Property</u>
<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>
0.34	4.07	1.38	2.75	8.54

in total undivided plot of land measuring 8.54 (Eight Point Five Four) Decimals more or less equivalent to land measuring 3720 (Three Thousand Seven Hundred Twenty) Square Feet more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S./L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, Zamindari Khatian No. 167 Ka, Kha, 103, 154, L.R. Khatian Nos. 406 (in the name of Lila Naskar), 398 (in the name of Laxmi Koley) & 479 (in the name of Saraswati Mondal), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 7, in the District North 24 Parganas, to one Puspendu Mondal, son of Sankar Kumar Mondal, Landowner herein, by the strength of a Registered Deed of Conveyance, registered on 30.05.2008, registered in the office of the District Sub-Registrar-II,



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North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 7, Pages 36 to 47, being Deed No. 01582 for the year 2013.

It is to be mentioned here that the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal actually possessed (i) land measuring 4.07 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 1.38 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 2.75 in R.S./L.R. Dag No. 417 (as described aforesaid).

But in the said Registered Deed of Conveyance, bearing Deed No. 01582 for the year 2013, the measurement of land sold by them i.e. (i) land measuring 4 Decimals more or less in R/S./L.R. Dag No. 415, (ii) land measuring 2 Decimals more or less in R.S/L.R. Dag No. 416 & (iii) land measuring 3 Decimals more or less in R.S./L.R. Dag No. 417, which is not actual sale by the said owners, (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal. Thus the actual sale by them i.e. (i) land measuring 4.07 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 1.38 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 2.75 in R.S./L.R. Dag No. 417 (as described aforesaid).

iii) **Gift to their own brother, Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal :**

The said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal, also jointly gifted their 1/3rd share in their aforesaid total property, as under :

Actual Gift in Square Feet :

<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Gifted Property</u>
<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>
145.20	1774.80	600	1200	3720

Actual Gift in Decimal :

<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Gifted Property</u>
<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>
0.33	4.07	1.38	2.76	8.54

in total undivided plot of land measuring 8.54 (Eight Point Five Four) Decimals more or less equivalent to land measuring 3720 (Three Thousand Seven Hundred Twenty) Square Feet more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S./L.R. Dag



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Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, Zamindari Khatian No. 167 Ka, Kha, 103, 154, L.R. Khatian Nos. 406 (in the name of Lila Naskar), 398 (in the name of Laxmi Koley) & 479 (in the name of Saraswati Mondal), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 7, in the District North 24 Parganas, to their own brother, Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, son of Late Prankrishna Mondal, by the strength of a Registered Deed of Gift, registered on 30.05.2008, registered in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. 1, CD Volume No. 7, Pages 3501 to 3519, being Deed No. 01805 for the year 2013.

It is to be mentioned here that the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal actually possessed (i) land measuring 4.07 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 1.38 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 2.76 in R.S./L.R. Dag No. 417 (as described aforesaid).

But in the said Registered Deed of Gift, bearing Deed No. 01805 for the year 2013, the measurement of land gifted by them i.e. (i) land measuring 4 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 2 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 3 Decimals more or less in R.S./L.R. Dag No. 417, which is not actual gift by the said owners, (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal. Thus the actual gift by them i.e. (i) land measuring 4.07 Decimals more or less in R.S./L.R. Dag No. 415, (ii) land measuring 1.38 Decimals more or less in R.S./L.R. Dag No. 416 & (iii) land measuring 2.76 in R.S./L.R. Dag No. 417 (as described aforesaid).

So, under the aforesaid three Registered Deeds, bearing (1) Deed No. 01581 for the year 2013, (2) Deed No. 01582 for the year 2013 & (3) Deed No. 01805 for the year 2013, the said (1) Lila Naskar, (2) Laxmi Koley & (3) Saraswati Mondal jointly sold/gifted their entire share/land measuring 11160 (Eleven Thousand One Hundred Sixty) sq.ft. more or less in R.S./L.R. Dag Nos. 414, 415, 416 & 417 (as described in the Clause-5.1.1.5 hereinabove).

5.1.1.6 Absolute Sole & Total Undivided Ownership of Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal : Thus on the basis of the inheritance received from his deceased father, Pran Krishna Mondal, and on the basis of the aforementioned Registered Deed of Gift, bearing Deed No. 01805 for the year 2013, the said Sushil Kumar Mondal @



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Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, son of Late Pran Krishna Mondal, became the absolute owner of ALL THAT piece and parcel of land measuring :

L.R. Dag Nos.	Ownership by way Inheritance (In Square Feet)	Ownership by way Gift (In Square Feet)	Total Ownership (In Square Feet)
414	0145.20	0145.20	0290.40
415	1774.80	1774.80	3549.60
416	0600.00	0600.00	1200.00
417	<u>1200.00</u>	<u>1200.00</u>	<u>2400.00</u>
	<u>3720.00</u>	<u>3720.00</u>	<u>7440.00</u>

In total undivided plot of land measuring 7440 (Seven Thousand Four Hundred Forty) sq.ft. more or less equivalent to 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) sq.ft. more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S./L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, Zamindari Khatian No. 167 Ka, Kha, 103, 154, L.R. Khatian Nos. 406 (in the name of Lila Naskar), 398 (in the name of Laxmi Koley) & 479 (in the name of Saraswati Mondal), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 7, in the District North 24 Parganas.

5.1.1.7 L.R. Record : After having absolute possession and absolute ownership over the aforesaid property, the said Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, son of Late Pran Krishna Mondal, duly recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 129.

5.1.1.8 Demise of Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal : While in absolute possession and absolute ownership over the aforesaid property, the said Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, son of Late Pran Krishna Mondal died intestate on 09.09.2020, leaving behind his wife namely Chabi Mondal, three sons namely (1) Arjun Kumar Mondal @ Arjun Mondal, (2) Sudip Kumar Mondal @ Sudip Mondal & (3) Sukanta Kumar Mondal @ Sukanta Mondal, and only married daughter namely Swaswati Naskar, as his legal heirs and successors in interest in respect of the aforesaid property, left by the said Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, since deceased, each having possessed 1/5th share in the aforesaid property, i.e. in the estate of the said Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, son of Late Pran Krishna Mondal.



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5.1.1.9 **Absolute Joint & Undivided Ownership of (1) Chabi Mondal, (2) Arjun Kumar Mondal, (3) Sudip Kumar Mondal, (4) Sukanta Kumar Mondal & (5) Swaswati Naskar** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and father, Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, the said (1) Chabi Mondal, (2) Arjun Kumar Mondal @ Arjun Mondal, (3) Sudip Kumar Mondal @ Sudip Mondal, (4) Sukanta Kumar Mondal @ Sukanta Mondal & (5) Swaswati Naskar, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring :

<u>L.R. Dag</u>	<u>L.R. Khatian</u>	<u>Khatian in the</u>	<u>Joint Ownership</u>	<u>Joint Ownership</u>
<u>Nos.</u>	<u>No.</u>	<u>name of</u>	<u>[In Square Feet]</u>	<u>K : CH : SPT.</u>
414	129	Sushil Kr. Mondal	0290.40	00 - 06 - 20.40
415	129	Sushil Kr. Mondal	3549.60	04 - 14 - 39.60
416	129	Sushil Kr. Mondal	1200.00	01 - 10 - 30.00
417	129	Sushil Kr. Mondal	<u>2400.00</u>	<u>03 - 05 - 15.00</u>
			<u>7440.00</u>	<u>10 - 05 - 15.00</u>

In total undivided plot of land measuring 7440 (Seven Thousand Four Hundred Forty) sq.ft. more or less equivalent to 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) sq.ft. more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S./L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, Zamindari Khatian No. 167 Ka, Kha, 103, 154, L.R. Khatian No. 129 (in the name of Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, since deceased), lying and situated at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 7, in the District North 24 Parganas.

Undivided & Individual 1/5th Share/Ownership :

<u>Name of the Owner</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>L.R. Dag</u>	<u>Total Ownership</u>
	<u>No. 414</u>	<u>No. 415</u>	<u>No. 416</u>	<u>No. 417</u>	
	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>	<u>[In sq.ft.]</u>
Chabi Mondal	058.08	0709.92	0240.00	0480.00	1488.00
Arjun Mondal	058.08	0709.92	0240.00	0480.00	1488.00
Sudip Mondal	058.08	0709.92	0240.00	0480.00	1488.00
Sukahta Mondal	058.08	0709.92	0240.00	0480.00	1488.00
Swaswati Naskar	<u>058.08</u>	<u>0709.92</u>	<u>0240.00</u>	<u>0480.00</u>	<u>1488.00</u>
	<u>290.40</u>	<u>3549.60</u>	<u>1200.00</u>	<u>2400.00</u>	<u>7440.00</u>

5.1.1.10 **L.R. Records** : The successors of the said Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal namely (1) Chabi Mondal,



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(2) Arjun Kumar Mondal @ Arjun Mondal, (3) Sudip Kumar Mondal @ Sudip Mondal, (4) Sukanta Kumar Mondal @ Sukanta Mondal & (5) Swaswati Naskar, duly recorded their names in the record of the L.R. Settlement, in respect of their aforesaid property, as is under :

<u>Name of the Owner</u>	<u>L.R. Khatian No.</u>
Chabi Mondal	1847
Arjun Kumar Mondal @ Arjun Mondal	1848
Sudip Kumar Mondal @ Sudip Mondal	1849
Sukanta Kumar Mondal @ Sukanta Mondal	1850
Swaswati Naskar	1851

5.1.1.11 **Absolute Undivided & Individual Ownership of Sudip Kumar Mondal @ Sudip Mondal :** Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from his deceased father, Sushil Kumar Mondal @ Sushil Mondal @ Gopal Mondal @ Gopal Kumar Mondal, the said Sudip Kumar Mondal @ Sudip Mondal, Landowner herein, became the absolute owner of ALL THAT piece and parcel of land measuring :

<u>L.R. Dag No.</u>	<u>L.R. Khatian No.</u>	<u>Khatian in the name of</u>	<u>Undivided Ownership</u>			<u>Undivided Ownership [In Square Feet]</u>
			<u>K</u>	<u>=</u>	<u>CH = SFT</u>	
414	1849	Sudip Mondal	00	-	01 - 13.08	0058.08
415	1849	Sudip Mondal	00	-	15 - 34.92	0709.92
416	1849	Sudip Mondal	00	-	05 - 15.00	0240.00
417	1849	Sudip Mondal	00	-	10 - 30.00	0480.00
			02	-	01 - 03.00	1488.00

In total undivided plot of land measuring 2 (Two) Cottahs 1 (One) Chittack 3 (Three) sq.ft. be the same a little more or less equivalent to land measuring 1488 (One Thousand Four Hundred Eighty Eight) Square Feet be the same a little more or less being undivided 1/5th share of the aforesaid plot of land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) sq.ft. more or less equivalent to land measuring 7440 (Seven Thousand Four Hundred Forty) sq.ft. more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S. Dag Nos. 414, 415, 416 & 417, L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, L.R. Khatian No. 1849 (in the name of Sudip Kumar Mondal @ Sudip Mondal, Landowner herein), lying and situated at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat now Baguiati, A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 6, [Teghoria Main Road (Teghoria), P.O. Hatiara, Kolkata - 700157], in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.



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- 5.1.1.12 **Conversion of Land** : It is to be mentioned here that the said Sudip Kumar Mondal @ Sudip Mondal, Landowner herein, duly applied before the concerned B.L.&L.R.O. Rajarhat, North 24 Parganas, for conversion of the said land possessed by him under L.R. Khatian No. 1849, in R.S./L.R. Dag Nos. 414, 416, 417, the concerned authority duly converted the said land from (Bagan & Danga) to "Bastu" vide Memo No. CON/324/BL&LRO/RAJ/22 dated 23.02.2022 vide Conversion Case No. CN/2022/1507/575.

It is also to be noted here that land in R.S./L.R. Dag No. 415 under L.R. Khatian No. 1849 (possessed by the said Sudip Kumar Mondal @ Sudip Mondal), the concerned authority firstly converted the said land from 'Pukur' to 'Sali' vide Memo No. CON/2348/BLLRO/RAJ/22 dated 17.11.2022, vide Conversion Case No. CN/2022/1507/1752, AND thereafter the said land converted from 'Sali' to 'Bastu' (in R.S./L.R. Dag No. 415) vide Memo No. CON/2349/BLLRO/RAJ/22 dated 17.11.2022 under Conversion Case No. CN/2022/1507/1757.

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

- 6.1 **Desire of Development of the Land & Acceptance** : The said Sudip Kumar Mondal @ Sudip Mondal, Landowner herein express his desire to develop his aforesaid total undivided plot of Bastu land measuring 2 (Two) Cottahs 1 (One) Chittack 3 (Three) sq.ft. more or less, by constructing multi storied buildings thereon, and the present Developer, have accepted the said proposal and the present Landowner has decides to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

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

7. **DEFINITION :**

- 7.1 **Building** : Shall mean multi storied building/s so to be constructed and so to be finished on the schedule property in accordance with the sanctioned building plan sanctioned by the concerned authority.

- 7.1.1 **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift



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areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

- 7.1.2 **Saleable Space** : Shall mean the space within the buildings, which is to be available as an unit/flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowner's Allocation** : Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean sanctioned building plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the competent authority for construction of the building including its modification and amenities and alterations.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat/unit has been built. It includes carpet area of the flat/unit plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area of service area.



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8. **LANDOWNER'S RIGHT & REPRESENTATION :**

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

8.1.1 **Indemnification regarding Possession & Delivery :** The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9. **DEVELOPER'S RIGHTS :**

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

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

9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present multi storied building/s at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation and/or the proposed multi storied buildings.

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

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

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



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

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

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

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

10. **CONSIDERATION :**

10.1 **Permission against Consideration** : The Landowner grants permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

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

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

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

12. **NEW BUILDING :**

12.1 **Completion of Project** : The Developer shall at their own costs construct, and complete the proposed building/s with good and standard material as may be specified by the Engineer of the Developer from time to time.



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- 12.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 12.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no risk, liabilities and responsibility in this context.
- 12.1.3 **Municipal Taxes & Other Taxes of the Property :** The Developer shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Developer's Allocation only AND on the contrary, the Landowner will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owner's Allocated Portion or Owner's Allocation only.
- 12.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said buildings and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

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

- 13.1 **Delivery of Possession :** As soon as the building/s will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building/s and certificate of the Architect/L.B.S of the Municipal Authority being provided to that effect.

- 13.1.1 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new buildings payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the buildings, water,



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fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the buildings and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. **COMMON RESTRICTION :**

- 14.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building/s intended for common benefits of all occupiers of the building/s, which shall include as follows :-
- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building/s.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all the terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 14.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the buildings in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the buildings indemnified from and against the consequence of any breach.



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14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the buildings and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the buildings.

14.1.7 The Electrical Transformer will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformer will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformer in the project within the stated period of handing over the possession and under no circumstances, the Landowner and purchaser/s of the building will blame and will take any steps on this point to the developer.

14.1.8 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

14.1.9 The Landowner shall permits the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

15. LANDOWNER'S OBLIGATION :

15.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer. But the Landowner has the right to inspect the construction process and also have right to give suggestion for betterment of construction.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building before giving allotment to the Landowner.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer



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during the period of construction before giving allotment to the Landowner.

16. **DEVELOPER'S OBLIGATIONS :**

16.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agree and covenant with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 48 (Forty Eight) months from the date of sanctioning the building plan from the concerned authority. The Developer also empower by the Landowner a grace period of 6 (Six) months more to deliver the Landowner's Allocation.

16.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.5,000/- (Five Thousand) only per month to the Landowner as demurrage and compensation.

16.1.2 **No Violation :** The Developer hereby agree and covenant with the Landowner :

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

17. **LANDOWNER'S INDEMNITY :**

17.1 **Indemnity :** The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowner :

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



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19. **MISCELLANEOUS :**

- 19.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- 19.1.1 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.
- 19.1.2 **Not Responsible :** The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnify against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post, speed post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.4 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/ association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.



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

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

19.1.7 **Documentation :** The Landowner delivered all the photo copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection. A photocopy of the Sanctioned Plan of the project should be provided to the Landowner by the Developer.

20. **FORCE MAJEURE :**

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

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

21. **DISPUTES :**

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

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.



Additional District Sub-Registrar,
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Place : The place of arbitration shall be Kolkata only.

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

22. **JURISDICTION :**

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

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description Plot of Land & Premises]

ALL THAT piece and parcel of land measuring :

<u>L.R. Dag</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Khatian in the</u> <u>name of</u>	<u>Nature of</u> <u>Land</u>	<u>Total Land Area of Owner</u> <u>K : CH : SFT.</u>
414	1849	Sudip Mondal	Bastu	00 - 01 - 13.08
415	1849	Sudip Mondal	Bastu	00 - 15 - 34.92
416	1849	Sudip Mondal	Bastu	00 - 05 - 15.00
417	1849	Sudip Mondal	Bastu	00 : 10 : 30.00
				02 : 01 : 03.00

In total undivided plot of land measuring **2 (Two) Cottahs 1 (One) Chittack 3 (Three) sq.ft.** be the same a little more or less equivalent to land measuring **1488 (One Thousand Four Hundred Eighty Eight) Square Feet** be the same a little more or less Together With **cement flooring Residential Tiles Shed measuring 300 (Three Hundred) Square Feet** be the same a little more or less, comprised in C.S. Dag Nos. 430, 431, 432 & 433, corresponding to R.S. Dag Nos. 414, 415, 416 & 417, L.R. Dag Nos. 414, 415, 416 & 417, under C.S. Khatian No. 178, 107 & 157, L.R. Khatian No. 1849 (in the name of **Sudip Kumar Mondal @ Sudip Mondal, Landowner herein**), lying and situated at **Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 1074, 196, Hal Touzi No. 10, Pargana - Kalikata.**



Additional District Sub-Registrar,
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P.S. Rajarhat now Baguiati, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 6, [Teghoria Main Road (Teghoria), P.O. Hatiara, Kolkata - 700157], in the District North 24 Parganas, in the State of West Bengal. The said total plot of land measuring 31 (Thirty One) Cottahs more or less in R.S./L.R. Dag Nos. 414, 415, 416 & 417 (as described in Clause No. 5.1.1.1), is butted and bounded as follows :

- ON THE NORTH : 22 ft. Wide Road [Teghoria Main Road (Teghoria)].
ON THE SOUTH : Aparajita Apartment (Mouza - Raghunathpur) & 10 ft. Wide Common Passage.
ON THE EAST : Land of Madan Mohan Mondal (Plot-B), Mainak Apartment & Plot of Gopal Naskar.
ON THE WEST : Land of Dulal Mondal, Ananda Dhali, Jyanta Dhali, Sunil Dhali & Yuva Sangha Club.

THE SECOND SCHEDULE ABOVE REFERRED TO

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

The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 50% constructed area. The area will be calculated in proportionate to land area possessed by the landowner in the schedule property of the proposed project. The constructed area will be given together with undivided proportionate share of land, common areas, common amenities and common facilities of the said project, so to be constructed in the First Schedule hereinabove. The flat/s will be allotted from Front Block/Road Facing Block. Garage space will be allotted from other blocks of the project. One shop will be consisted with more or less 8 ft. wide frontage to be allotted from front block, road facing portion.
2. Later on, after preparation of the Floor Plan, the flat/garage/shop will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement/s (if any) denoting the units within the purview of the Landowner's Allocation.



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3. The Landowner will also get a sum of Rs.2,00,000/- (Rupees Two Lakh) only as non-refundable security deposit to be payable by the Developer at the time of executing and registering the present Development Agreement.
4. It is to be stated here that the landowner is living in a house lying in the project property. The house has been given to the developer in free of cost. The developer will demolish the said house and the residual will be taken by the developer. No shifting charges will be paid by the Developer. The Developer will shift Landowner and his wife & daughter i.e family in other portion of the project property and then they will demolished the house
4. It is also settled that except the Landowner's Allocation as described above, other areas of the proposed building/s will exclusively be treated as Developer's Allocation.
5. The flat/unit will be in habitable condition together with undivided proportionate share of the land, common areas, common facilities, common parts and common amenities including ultimate roof of the building/s.
6. It is to be also noted here that the allocation of the landowner will be given in form of flat & one shop and garages/car parking spaces.
7. The Landowner will also gives permission to amalgamate his plot with his neighbour plots and the Owner's Allocation will be calculated in proportionate land share held by the landowner in the amalgamated property.

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

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

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 5"/3" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of Flat will be of Vitrified Tiles/Marble.



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5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Counter table with granite top & stainless steel sink. Ceramic tiles dado of 4 ft. above the counter.
7. TOILET : One Toilet of Anglo Indian commode & One Toilet of European type commode with standard P.V.C. Cistern. Floor antiskid ceramic tiles/marble. Walls-ceramic tiles upto door height hot & cold lines in shower. Colour sanitary ware of reputed brand.
8. DOORS & WINDOWS : Wood Frame. Main door of the flat will be flush door. Main entrance door shutter finished with C.P. Teak, Melamine Polish. Other door shutter good quality flush door with veneer finished. Anodised/Powder coated aluminium sliding windows with clear glazing.
9. WATER SUPPLY : Water supply around the clock.
10. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower in toilet, all fittings are standard quality.
11. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
12. LIFT/ELEVATOR : One lift/elevator will be provided with a capacity of 4 passengers.
13. POWER BACK UP : Power Back Up will be provided in the flat.

ELECTRICAL WORKS :

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

PAINTING :

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

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



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

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. Sourmyadeep Mondal
T-126 Teghoria Main Road
Kolkata - 700157

2. Harichand Bijwal
Ran Nagar Baran Bari
POST R. ROPALPUR
INDIA : 700136

Sudip Kumar Mondal
Sudip Kumar Mondal
@ Sudip Mondal
Landowner

Avijit Bose
Avijit Bose

Debasish Datta
Debasish Datta

Surajit Sur
Surajit Sur

Amit Kashyap
Amit Kashyap

Sayak Dutta
Sayak Dutta

Saptaparna Das
Saptaparna Das,
All Partners of
Vinayak Infrastructure
Developer

Drafted By :

Pinaki Chattopadhyay
Pinaki Chattopadhyay
Advocate
14/08/2011
Surajit Sur, Baran Bari

For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700157.
Ph. : 9830061809.

Composed By :

Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.



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

28 JUL 2023

MEMO OF CONSIDERATION

Received on or before the date of execution of execution of this present Development Agreement, a non-refundable sum of **Rs.2,00,000/- (Rupees Two Lakh) only** from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cash/Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
Cash	09.07.2021		Rs. 75,000.00
865504	09.07.2021	Bank of Baroda, Joramandir	Rs. 25,000.00
000099	27.07.2023	Bank of Baroda, Joramandir	<u>Rs. 1,00,000.00</u>
TOTAL. :			<u>Rs.2,00,000.00</u>

Witnesses :-

1. *Souryadeep Mondal*

2. *Harinam Biswas*

Sudip Kumar Mondal

Sudip Kumar Mondal

@ Sudip Mondal

Landowner



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


28 JUL 2023

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

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

 <i>Sandip Kumar Mondal</i>	L.H.					
	R.H.					

ATTESTED :- *Sandip Kumar Mondal*

 <i>Anjit Bose</i>	L.H.					
	R.H.					

ATTESTED :- *Anjit Bose*

 <i>Subhankar Datta</i>	L.H.					
	R.H.					

ATTESTED :- *Subhankar Datta*

	L.H.					
	R.H.					

ATTESTED :-




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


28 JUL 2023

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


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

	L.H.					
	R.H.					

Amit Kaulya

	L.H.					
	R.H.					

Sayak Dutta

	L.H.					
	R.H.					

Saptarshi Das

	L.H.					
	R.H.					

Gajit Sir

ATTESTED :- Gajit Sir



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

28 JUL 2023

आयकर विभाग

INCOME TAX DEPARTMENT

HARICHAND BISWA

SIMAL BISWAS

25/04/1989

Permanent Account Number

BVIPB6129D

Harichand Biswas

Signature

Harichand Biswas

भारत सरकार

GOVT. OF INDIA





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



192023240143790901



GRN Details

GRN:	192023240143790901	Payment Mode:	Online Payment
GRN Date:	26/07/2023 14:39:45	Bank/Gateway:	Bank of Baroda
BRN :	1345940188	BRN Date:	26/07/2023 14:41:18
GRIPS Payment ID:	260720232014379089	Payment Init. Date:	26/07/2023 14:39:45
Payment Status:	Successful	Payment Ref. No:	2001842149/4/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	PINAKI CHATTOPADHYAY
Address:	TEGHARIA MAIN ROAD
Mobile:	9163923942
Depositor Status:	Advocate
Query No:	2001842149
Applicant's Name:	Mr Pinaki Chattopadhyay
Identification No:	2001842149/4/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy):	26/07/2023
Period To (dd/mm/yyyy):	26/07/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001842149/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2001842149/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	2021
Total				9042

IN WORDS: NINE THOUSAND FORTY TWO ONLY.



Major Information of the Deed

Deed No :	I-1523-11262/2023	Date of Registration	28/07/2023
Query No / Year	1523-2001842149/2023	Office where deed is registered	
Query Date	19/07/2023 4:19:05 PM	A D S R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Pinaki Chattopadhyay High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No : 7003254724, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
	Rs. 52,89,002/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,121/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
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: Teghoria Main Road (Teghoria), Mouza: Teghoria, JI No: 9, Pin Code : 700157



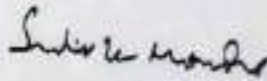


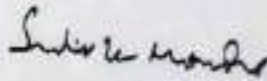


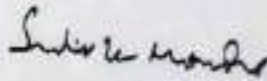
Sett	Plot No	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-414 (RS :-)	LR-1849	Bastu	Bastu	1 Chatak 13.08 Sq Ft		2,03,280/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
L2	LR-415 (RS :-)	LR-1849	Bastu	Bastu	15 Chatak 34.92 Sq Ft		24,84,721/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
L3	LR-416 (RS :-)	LR-1849	Bastu	Bastu	5 Chatak 15 Sq Ft		8,40,001/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
L4	LR-417 (RS :-)	LR-1849	Bastu	Bastu	10 Chatak 30 Sq Ft		16,80,000/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
		TOTAL :			3.41Dec	0 /-	52,08,002 /-	
		Grand Total :			3.41Dec	0 /-	52,08,002 /-	



Structure Details :

Sl. No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	300 Sq Ft.	0/-	81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	0 /-	81,000 /-	

Land Lord Details :





































Sl. No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> SUDIP KUMAR MONDAL, (Alias: SUDIP MONDAL) Son of Late SUSHIL KUMAR MONDAL ALIAS SUSHIL MONDAL ALIAS GOPAL MONDAL Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>28/07/2023</td> <td></td> <td>LTI 28/07/2023</td> <td>28/07/2023</td> </tr> </tbody> </table> <p>T 126 TEGHORIA MAIN ROAD, City:- Not Specified, P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx1B, Aadhaar No: 47xxxxxxxx9152, Status :Individual, Executed by: Self, Date of Execution: 28/07/2023, Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office</p>	Name	Photo	Finger Print	Signature	SUDIP KUMAR MONDAL, (Alias: SUDIP MONDAL) Son of Late SUSHIL KUMAR MONDAL ALIAS SUSHIL MONDAL ALIAS GOPAL MONDAL Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office				28/07/2023		LTI 28/07/2023	28/07/2023
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SUDIP KUMAR MONDAL, (Alias: SUDIP MONDAL) Son of Late SUSHIL KUMAR MONDAL ALIAS SUSHIL MONDAL ALIAS GOPAL MONDAL Executed by: Self, Date of Execution: 28/07/2023 , Admitted by: Self, Date of Admission: 28/07/2023 ,Place : Office													
28/07/2023		LTI 28/07/2023	28/07/2023										

Developer Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	VINAYAK INFRASTRUCTURE P 19, CIT ROAD , SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067 , PAN No.:: AAxxxxxx7F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative






Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AVIJIT BOSE (Presentant) Son of SITAL BOSE Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td> Jul 28 2023 2:43PM </td> <td> LTI 28/07/2023 </td> <td> 28/07/2023 </td> <td></td> </tr> </tbody> </table> <p>3G 3RD FLOOR, GANAPATI GARDEN, BLOCK B HATIARA ROAD, City:- Not Specified, P.O:- JYANGRA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Axxxxxxx6P, Aadhaar No: 59xxxxxxxx8154 Status : Representative, Representative of : VINAYAK INFRASTRUCTURE (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr AVIJIT BOSE (Presentant) Son of SITAL BOSE Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office				Jul 28 2023 2:43PM	LTI 28/07/2023	28/07/2023	
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Mr DEBASISH DATTA Son of DHARMADAS DATTA Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office													
Jul 28 2023 2:40PM	LTI 28/07/2023	28/07/2023											
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> SURAJIT SUR Son of BHANU KANTA SUR Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td> Jul 28 2023 2:45PM </td> <td> LTI 28/07/2023 </td> <td> 28/07/2023 </td> <td></td> </tr> </tbody> </table> <p>KRISHNANAGAR ROAD NABAPALLY ,, City:- Not Specified, P.O:- NABAPALLY, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BZxxxxxxx2A, Aadhaar No: 44xxxxxxxx6037 Status : Representative, Representative of : VINAYAK INFRASTRUCTURE (as PARTNER)</p>	Name	Photo	Finger Print	Signature	SURAJIT SUR Son of BHANU KANTA SUR Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office				Jul 28 2023 2:45PM	LTI 28/07/2023	28/07/2023	
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4	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> AMIT KASHYAPI Son of KASHI NATH KASHYAPI Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td> Jul 28 2023 2:47PM </td> <td> LTI 28/07/2023 </td> <td> 28/07/2023 </td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	AMIT KASHYAPI Son of KASHI NATH KASHYAPI Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office				Jul 28 2023 2:47PM	LTI 28/07/2023	28/07/2023	
Name	Photo	Finger Print	Signature										
AMIT KASHYAPI Son of KASHI NATH KASHYAPI Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office													
Jul 28 2023 2:47PM	LTI 28/07/2023	28/07/2023											



45 BIDHANNAGAR ROAD, City:- Not Specified, P.O:- ULTADANGA, P.S:-Ultadanga, District-Kolkata, West Bengal, India, PIN:- 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx5G, Aadhaar No: 45xxxxxxxx5293 Status : Representative, Representative of : VINAYAK INFRASTRUCTURE (as PARTNER)




Name	Photo	Finger Print	Signature
Mr SAYAK DUTTA Son of SAIBAL DUTTA Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office			
Jul 28 2023 2:52PM	LTI 28/07/2023	28/07/2023	

BALURIA COLONY, NABAPALLY ,, City:- Not Specified, P.O:- NABAPALLY, P.S:-Barasat, District-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: GExxxxxx8B, Aadhaar No: 57xxxxxxxx0445 Status : Representative, Representative of : VINAYAK INFRASTRUCTURE (as PARTNER)

Name	Photo	Finger Print	Signature
SAPTAPARNA DAS Wife of ARNAB KUMAR DAS Date of Execution - 28/07/2023, , Admitted by: Self, Date of Admission: 28/07/2023, Place of Admission of Execution: Office			
Jul 28 2023 2:49PM	LTI 28/07/2023	28/07/2023	

5/12 SAROJINI PALLY ,, City:- Not Specified, P.O:- NABAPALLY, P.S:-Barasat, District-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx1E, Aadhaar No: 96xxxxxxxx7179 Status : Representative, Representative of : VINAYAK INFRASTRUCTURE (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr HARI CHAND BISWAS Son of Late B BISWAS RAM NAGAR BARA BERI, City:- Not Specified, P.O:- R GOPALPUR, P.S:- Airport, District-North 24-Parganas, West Bengal, India, PIN:- 700136			
28/07/2023	28/07/2023	28/07/2023	

Identifier Of SUDIP KUMAR MONDAL, Mr AVIJIT BOSE, Mr DEBASISH DATTA, SURAJIT SUR, AMIT KASHYAPI, Mr SAYAK DUTTA, SAPTAPARNA DAS



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SUDIP KUMAR MONDAL	VINAYAK INFRASTRUCTURE-0.1331 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SUDIP KUMAR MONDAL	VINAYAK INFRASTRUCTURE-1.6269 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	SUDIP KUMAR MONDAL	VINAYAK INFRASTRUCTURE-0.55 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	SUDIP KUMAR MONDAL	VINAYAK INFRASTRUCTURE-1.1 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	SUDIP KUMAR MONDAL	VINAYAK INFRASTRUCTURE-300.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Teghoria Main Road (Teghoria), Mouza: Teghoria, JI No: 9, Pin Code : 700157

Sch No.	Plot & Khatian Number	Details Of Land	Owner Name
L1	LR Plot No:- 414, LR Khatian No:- 1849	Owner: সুদীপ মন্ডল, Gurdian: গোপাল চন্দ্র, Address: নিত্র, Classification: বাগান,	SUDIP KUMAR MONDAL
L2	LR Plot No:- 415, LR Khatian No:- 1849	Owner: সুদীপ মন্ডল, Gurdian: গোপাল চন্দ্র, Address: নিত্র, Classification: পুকুর, Area: 0.01000000 Acre,	SUDIP KUMAR MONDAL
L3	LR Plot No:- 416, LR Khatian No:- 1849	Owner: সুদীপ মন্ডল, Gurdian: গোপাল চন্দ্র, Address: নিত্র, Classification: বাগান, Area: 0.01000000 Acre,	SUDIP KUMAR MONDAL
L4	LR Plot No:- 417, LR Khatian No:- 1849	Owner: সুদীপ মন্ডল, Gurdian: গোপাল চন্দ্র, Address: নিত্র, Classification: ডাঙ্গা, Area: 0.01000000 Acre,	SUDIP KUMAR MONDAL



On 19-07-2023

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 52,89,002/-

Sanjoy Basak

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

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) & (1), W.B. Registration Rules, 1962)

Presented for registration at 11:36 hrs on 28-07-2023, at the Office of the A.D.S.R. RAJARHAT by Mr AVIJIT BOSE .

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

Execution is admitted on 28/07/2023 by SUDIP KUMAR MONDAL, Alias SUDIP MONDAL, Son of Late SUSHIL KUMAR MONDAL ALIAS SUSHIL MONDAL ALIAS GOPAL MONDAL, T 126 TEGHORIA MAIN ROAD, P.O: HATIARA Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business Indetified by Mr HARI CHAND BISWAS, , , Son of Late B BISWAS, RAM NAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

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

Execution is admitted on 28-07-2023 by Mr AVIJIT BOSE, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD , SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

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

Execution is admitted on 28-07-2023 by Mr DEBASISH DATTA, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD , SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

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Execution is admitted on 28-07-2023 by SURAJIT SUR, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD , SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

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

Execution is admitted on 28-07-2023 by AMIT KASHYAPI, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD , SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

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

Execution is admitted on 28-07-2023 by Mr SAYAK DUTTA, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD , SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067

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



Execution is admitted on 28-07-2023 by SAPTAPARNA DAS, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD, SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District-Kolkata West Bengal, India, PIN:- 700067

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021.00/- (B = Rs 2,000.00/- ,E = Rs 21.00) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2023 2:41PM with Govt. Ref. No: 192023240143790901 on 26-07-2023, Amount Rs: 2,021/-, Bank of Boroda (BARB0INDIAE), Ref. No. 1345940188 on 26-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 46747, Amount: Rs.100.00/-, Date of Purchase: 18/05/2023, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2023 2:41PM with Govt. Ref. No: 192023240143790901 on 26-07-2023, Amount Rs: 7,021/-, Bank of Boroda (BARB0INDIAE), Ref. No. 1345940188 on 26-07-2023, Head of Account 0030-02-103-003-02

Sanjoy Basak

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

Execution is admitted on 28-07-2023 by SAPTAPARNA DAS, PARTNER, VINAYAK INFRASTRUCTURE (Partnership Firm), P 19, CIT ROAD, SCHEME VIII(M), City:- Not Specified, P.O:- ULTADANGA, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700067
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Sanjoy Basak

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 1523-2023, Page from 374872 to 374912
being No 152311262 for the year 2023.



Digitally signed by SANJOY BASAK
Date: 2023.08.03 15:44:56 +05:30
Reason: Digital Signing of Deed.

Basak

(Sanjoy Basak) 2023/08/03 03:44:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2023

DEVELOPMENT AGREEMENT

BETWEEN

Budip Kumar Mondal

@ Budip Mondal

Landowner

Vinayak Infrastructure

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road

Kolkata - 700157