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Additional District Sub-Registrar, Garia South 24 Parganas

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and executed on this day of SEPTEMBER, Two Thousand Eighteen (2018);

BETWEEN-

Rasendra Nett Nasy W)

SRI MANABENDRA NASKAR (PAN-ALJPN8597H) (Mob. No: 8777475250) and SRI RAJENDRA NATH NASKAR (PAN AXNPN1701H) (Mob. No: 9874988933) both sons of late Shyamal Naskar and Smt Kalpana Naskar @ Kalpana Bala Naskar, both by religion-Hinduism, by occupation-Business, by Nationality – Indian, residing at Tegharia Narendrapur Station Road, P.O.- Ramkrishna Pally, P.S.-Sonarpur, District- South 24-Parganas hereinafter jointly and collectively called and referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) OF THE ONE PART.

AND

SRI AMITAVA BISWAS (PAN- AGHPB4051F) (Mob. No: 7980143877), son of Late Anil Biswas, by profession - sole profession of ROYAL CROWP Business, by religion - Hinduism, office and residence at 22B, Ajanta Road, New Santoshpur, P.O.- Santoshpur, Kolkata - 700 075, Police Station - Survey Park, District South 24 Parganas, hereinafter called and referred to as "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context hereof be

deemed to mean and include its legal heirs, successors -inoffice, legal representatives and assigns) of the **OTHER**PART;

WHEREAS one Satya Bala Dasi @ Satya Bala Naskar, wife of Late Tufan Naskar a resident of Tegharia Narendrapur Station Road, P.O.- Ramkrishna Pally, P.S.- Sonarpur, PIN – 700150 within District 24- Parganas was the recorded owner of Bastu Land measuring more or less 16 Decimals comprised in R.S. Khatian No. 110, corresponding to L.R. Khatian No. 434 appertaining to R.S. Dag No. 282 corresponding to L.R. Dag No. 299 in Mouza – Teghari, J.L. No. 52, Touzi No. 294, under P.S.- Sonarpur, ADSR Office – Garia, formerly Sonarpur within the District of South 24-Parganas at present under Ward No. 08 of Rajpur Sonarpur Municipality which she was owning and possessing as absolute owner and her name had been published both in the record of R.S. and L.R.

AND WHEREAS similarly another Kalpana Bala Naskar

@ Kalpana Naskar, wife of Late Shyamal Naskar and mother

of OWNERS herein was also sole and absolute owner of

Bastu Land measuring more or less 16 Decimals comprised in R.S. Khatian No. 110, corresponding to L.R. Khatian No. 434 appertaining to R.S. Dag No. 282 corresponding to L.R. Dag No. 299 in Mouza – Teghari, J.L. No. 52, Touzi No. 294, under P.S.- Sonarpur, ADSR Office – Garia, formerly Sonarpur within the District of South 24- Parganas at present under Ward No. 08 of Rajpur Sonarpur Municipality which she was owning and possessing as absolute owner and her name had been published both in the record of R.S. and L.R.

AND WHEREAS husband of both Satya Bala Dasi @ Satyabala Naskar and Kalpana Bala Naskar @ Kalpana Naskar are two brothers and they are by relation sister-in-law to each other. Both the Owners are the sons of Kalpana Bala Naskar @ Kalpana Naskar and nephews to Satyabala Dasi @ Satyabala Naskar i.e. to say sons of brother-in-law of Satya Bala Dasi @ Satya Bala Naskar.

AND WHEREAS said Satyabala Dasi @ Satya Bala

Naskar who is one and identical person has no issue and are

being looked after by both the Owners as good as their mother.

AND WHEREAS said Satyabala Dasi by three different Deed of Sale sold, conveyed and transferred her entire land with structure measuring Bastu land more or less 8 (eight) Cottahs 8 (Eight) Chittaks 0 (Zero) Square Feet and 600 (Six Hundred) Square Feet kuncha Tile Shed structure unto and in favour of OWNERS which were registered with the Office of the ADSR Garia at Garia, South 24- Parganas details of which are as follows:-

Date	Area		Vol. No.	Pages	Deed No. for the year	
	Land C-Ch- Sft	(RTS)			2015	
16/12/2015	2-14-00	200 Sft.	1629- 2015	47405 to 47424	1/162904089	
16/12/2015	2-12-00	200 Sft.	1629-	47425 to	1/162904090	
10/12/2013			2015	47444	1	
16/12/2015	2-12-00	200 Sft.	1629-	47445 to 47464	1/162904091	
			2015			

AND WHEREAS thereby thus the Satyabala Dasi @ Satya Bala Naskar sold out and transferred her entire land as rest of the land out of her 16 decimals were consumed by

adjacent road and other utility services to make the Land develop at the site / location.

Naskar also developed her entire land where by also consumed a chit of land and rest area measuring more or less 8 (Eight) Cottahs 6 (Six) Chittaks 0 (Zero) Square Feet comprised in R.S. Khatian No. 110 appertaining to R.S. Dag No. 282 corresponding to L.R. Khatian No. 79 appertaining to L.R. Dag No. 299 in Mouza – Teghari, J.L. No. 52, Touzi No. 294 under P.S.- Sonarpur was transferred unto and in favour of her both sons Sri Manabendra Naskar and Sri Rajendra Nath Naskar by and under a Deed of Gift which was unconditional from a mother to her offspring out of love and affection towards her sons, the OWNERS herein.

AND WHEREAS said Deed of Gift was executed and registered on 16/12/2015 with the office of the A.D.S.R. Garia at Garia, South 24- Parganas duly recorded in Book No. I, Volume No: 1629-2015 from Pages 47391 to 47404 as Being No: 162904088 for the year, 2015.

AND WHEREAS as such entire land as was under occupation of said Kalpana Naskar @ Kalpana Bala Naskar

was transferred to the OWNERS herein thus the OWNERS herein acquired entire land with structure owned by Satya Bala Dasi @ Satya Bala Naskar by way of purchase and entire land in actual possession of Kalpana Naskar @ Kalpana Bala Naskar by way of Gift as stated above. Hence the Owners herein become joint owners of Bastu Land measuring, 28 decimals (14+14) decimals without any hindrance from any corner whatsoever.

AND WHEREAS both the Owners mutated their names with the BL & LRO Sonarpur by paying all Khaznas etc. and their respective name have been published in the L.R. Record in respect of Bastu Land measuring more or less 14 decimals comprised in L.R. Khatian No. 4273 appertaining to L.R. Dag No. 299 land measuring in the name of owner Manabendra Naskar and Bastu Land measuring more or less 14 Decimals comprised in L.R. Khatian No. 4274 appertaining to L.R. Dag No. 299 in the name of another owner, Rajendra Nath Naskar as such both Owners become exclusive joint owners of total land measuring more or less .28 decimals hereinafter called and referred to as the SAID LAND.

AND WHEREAS out of said Land a portion of land measuring 2 (Two) Cottahs 12 (Twelve) Chittaks i.e. the portion of land purchased from satyabala Dasi @ Satya Bala Naskar by and under Deed No. I/04091/15 keeping aside rest part of the land measuring more or less 14 (Fourteen) Cottahs 0 (Zero) Chittak 0 (Zero) Square Feet both the owners decided to develop by constructing Building / Buildings consisting of Flats, Car Parking and other spaces with usual facilities and amenities as per Building Plan to be sanctioned by the Rajpur Sonarpur Municipality as the said land fall under the ward No. 08 of the Rajpur Sonarpur Municipality which is free from all encumbrances and the owners having a very good marketable title over the said land details whereof morefully described and mentioned in the FIRST SCHEDULE hereunder written and hereinafter referred to as the SAID PREMISES specifically known as Holding No. 92, Tegharia, Tegharia Station Road, Kolkata -700 150.

AND WHEREAS as the Owners have no such funds or expertise to execute such construction or to exploit the same commercially as such in order to put their dream into reality

engaged SRI AMITAVA BISWAS, son of Late Anit Biswas sole Proprietor of ROYAL GROUP, a Proprietorship Firm, residing and its office at 22B, Ajanta Road, Kolkata – 700075, P.S.-Survey Park, P.O.- Santoshpur, as their DEVELOPER and decided to transfer the said premises with all original documents to start all necessary steps to sanction the Building Plan and after getting the same execute the project on Ownership basis in the ratio of 62:38 i.e. to say 38% of the FAR to be allotted to OWNERS and 62% of the F.A.R. shall treated as Developer's Allocation.

AND WHEREAS the Developer herein, the Party of the OTHER PART has agreed to make the construction of the proposed flat system new building for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after giving the OWNERS herein the 38% saleable space in kind of flats etc. of Contractor as the OWNERS' ALLOCATION as more fully described and mentioned in the SECOND SCHEDULE hereunder written and the DEVELOPER shall develop the entire land at it's own cost, experience and efforts and shall enjoy, entire construction of

the building except the Owners' Allocation and also except
the common areas and facilities as per sanctioned building
plan and accordingly both the parties mutually have agreed
upon to enter into this Agreement for Development on the
following terms and conditions:-

DEFINATION & INTERPRETATIONS NOW THIS AGREEMENT WITNESSETH IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO

as follows :-

- OWNERS shall mean the Owners abovenamed and include their respective successors-in-office, successors-in-interest, administrators, legal representatives and assigns.
- 2. <u>DEVELOPER</u> shall mean the Developer named above and include it's successors, successors-in-interest, successors-in-office, administrators, legal representatives.
- 3. <u>THE LAND</u> shall mean <u>ALL THAT</u> the piece and parcel of land measuring an area of 14 Cottahs more or less, being lying and situate at Holding No. 92, Tegharia

Station Road, Kolkata – 700 150, Ward No. 08 of Rajpur Sonarpur Municipality comprised in L.R. Khatian No. 4273 and 4274 appertaining to L.R. Dag No. 299, J.L. No. 52, Police Station – Sonarpur, A.D.S.R. Office at Garia, District of 24 Parganas South in Mouza – Tegharia.

- 4. SALEABLE SPACE: shall mean the space and / or spaces in the building to be constructed which is available for independent use and occupation after making due provisions of the Owners' Allocation and for common facilities and the space and/or spaces required therefor.
 - owners allocation: shall mean the 38% built up area of the said G+4 storied building to be constructed as per the sanctioned plan of the Rajpur Sonarpur Municipality along with undivided proportionate share of land, common areas, facilities attached thereto in the said premises more fully described in the SECOND SCHEDULE mentioned hereunder and adjustable advance of Rs. 40,00,000/- (Rupees Forty Lakh) only

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Kasendra Nath Nay

out of which Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid on the date of execution and registration of this Agreement and Rs. 10,00,000/- (Rupees Ten Lakh) only after 1st Floor Roof Casting, which shall be adjusted against owners' share in the manner following:-

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Total Flat area as per F.A.R. expected to be sanctioned by the Municipality 4274X4 = 17096 Sq.ft. Owners' Share 38% of 17096 Sq.ft. = 6496 Sq.ft. Acquirable Amount = Rs. 40,00,000/-. Agreed rate per Sq.ft. is Rs. 2150/- as such total Owners' share to be acquirated pay the advance paid by Developer is Rs. 40,00,000/-+2150/-=1860 Sq.ft.

That is to say the Developer shall deliver constructed area to the owners to tune of area (6496 - 1860) Sq.ft. i.e. 4636 Sq.ft. only subject to variation, if any after Building Plan Sanction by the Municipality.

Owners further agreed that Developer shall acquire following Flats in the proposed Building of the expected area as follows by way aforesaid adjustment:-

1st Floor	Flat No.	Area -
	1G	877
	1E	684
	1F	515
2 nd Floor	2C	480
	2B	532
*	2D-	495
4th Floor	4B	532
	4F	515
	8 Flats	4630 Sq.ft.

5. DEVELOPER'S ALLOCATION: shall mean the 62% saleable space of the proposed building and constructed area as per the sanctioned plan of the Rajpur Sonarpur Municipality along with undivided proportionate share of land, common areas, facilities attached thereto in the said premises more fully described in the THIRD SCHEDULE mentioned hereunder.

- or persons, firm and firms as approved by the Rajpur Sonarpur Municipality appointed or nominated by the Developer as Architect of the building to be constructed at the said premises.
- 8. In consideration of the Owners having agreed to entrust to the Developer for development of the said property described in the FIRST SCHEDULE hereunder written and to confirm upon the developer the rights, powers, privileges and benefits.
- 9. This Agreement will not be treated as a partnership between the Owners and the Developer and the Developer is engaged by the Owner to develop the said land as aforesaid.
- 10. That the Owners hereby indemnify that they are the full and absolute Owners of the said property and that the property is not subject matter to any mortgage, charge or any other encumbrance and free from all encumbrances, liens, charge and lispendences.

- 11. That the Developer shall complete and handover the Owners' Allocation within 34 months + 6 months (grace period six months) from the date of proposed building plan/s to be sanctioned by the Rajpur Sonarpur Municipality. The Developer submit plan for sanction within 30 days from the date of mutation.
- a) <u>THE LAND</u> shall mean the land more fully described in the FIRST SCHEDULE hereunder written.
 - b) THE BUILDING shall mean the G Plus 4 (Four)
 Storied Building comprising of various flats on each
 floor and other spaces with all common and easement
 right.
 - c) <u>COMMON AREAS</u> all the common areas such as path and passages, stair case, landing, lift & lift room, open spaces, boundary wall, septic tank, water reservoir, underground and overhead water tank, Municipal water if provided by the Rajpur Sonarpur Municipality ultimate roof and rain and drain water pipe, sewer and sewerage and other common areas with

common lights and fittings with the proportionate expenses for the maintenance of the common areas. The land underneath the said property shall remain unpartiable all the time.

- d) ADVOCATE: shall mean such advocate as may be appointed by the Developer only for this Project and all Deeds, Agreement for Sale and other documents shall be prepared by him and arrange for registration of all such documents and the Purchaser/s shall pay his remuneration.
- THE AGREEMENT shall take effect form the date of execution of this Agreement.
- 14. THE OWNERS' DECLARE as follows :
 - a) That the Owners are the absolute owners and seized and possessed of and / or well and sufficiently entitled to the said property as described in the FIRST SCHEDULE below.

- b) That the said property is free from all encumbrances charges attachments, trust, acquisition, requisitions.
- c) That the Owners hereinbefore had not entered into any agreement with any third party nor the property is a mortgage property with bank or any other institute.
- d) The Owners shall sign and execute all the relevant papers for construction work whenever asked for and shall not disturb the Developer to complete the project as per agreement shall not interfere with the work till the construction is over, by any means or manner subject to fulfillment of the terms and conditions and specifications as mentioned herein in default the owner shall have every right to interfere with the same and shall not interfere with the work till the construction is over but the owner shall have the full right and authority to interfere in the matter in case of any violation of the terms and conditions and specifications of this agreement.

15. THE DEVELOPER DECLARES as follows :-

- a) That its shall construct the ground plus four storied building on and over the FIRST SCHEDULE property at it's own cost and responsibility and the Owners shall not bear a single coin for this project.
- b) That the Developer shall handover the Owner's
 Allocation at first within 34 months + 6 months grace
 period from the date of sanctioned plan of the
 proposed building.
- c) That the Developer shall construct the building with first class materials and shall co-operate the Owners for their necessary enquiry.
- d) That the Developer shall be entitled exclusively to managed supervise, control all and every act for the purpose of developing the said property for construction of G + 4 storied building and having right to install hoarding in the site with right to invite prospective Purchasers for the sale of Developer's

Allocation and right to publish advertisement in Newspaper or through other media, agent etc.

- 16. That this agreement shall stand valid by the heirs and successors of the respective parties as per condition written hereinabove.
- 17. The Owners shall not cause interference or hindrance whatsoever in the construction of the said building at the said premises by the Developer and not to act or things whereby the Developer may be prevented from selling or assigning or disposing the Developer's Allocation and the common areas by any means and manner.
- 18. That all the original papers are lying in the Developer's Custody since before sanction of Building Plan and for the process work it will be required for the Developer the Owners shall not demand it back till sell of Developer's Allocation.

- 19. That the Owners and the Developer henceforth in the proposed multistoried building shall enjoy their respective portion without any objection or obligation.
- 20. That the 38% side of the roof are exclusively for the use of Owners and rest portion of the roof is commonly enjoy by the Flat Owners of the said building.
- 21. The GST will be borne by the Land Owners themselves for their Own Allocation as per applicable of the concerned authority after getting possession from the Developer and also getting Completion Certificate from Municipality.
- 22. That if the Developer needs a 6 months grace period over the stipulated time i.e. after 34 months on proper reason the owners shall allow such extended period.
- 23. That if the Developer unable to complete and handover the Owner's Allocation within stipulated period of 34 + 6 months in that event on an after the stipulated period the Developer shall pay Rs. 1,000/- per cottah per

month as compensation charges till the Developer handed over the Owner's Allocation in satisfaction.

- 24. That if any existing structure on and over the Schedule property shall be taken away by the Developers at its cost and responsibility.
- 25. That the instant agreement with development power to be registered in the concerned registration office.
- 26. That during construction period if any unnatural event happen in the Schedule premises than Developer will take the entire responsibility to solve the matter without the help of the owners.
- 27. That the owners allocation will be serve by the developer at first being fully habitable and fit for occupancy along with necessary connection of domestic water, sewerage and electric connection and common enjoyment right over the common area of schedule premises and thereafter to deliver possession to the intending Purchaser/s.

- 28. The Owners herein shall not be answerable or liable for any mode, part or nature of construction for any materials in course of or relating to erection, construction and completion of the building or any part thereof.
- 29. The Owners herein shall be entitled to deal, sell, transfer, grant, lease and or any manner dispose of the owners allocation for which no further consent of the developer shall be required and the Owners herein will be entitled to receive and or realize and collect any / all sale proceeds, issues, rents, license fee, occupational charges and profits arising there from.
- 30. The Developer herein shall be entitled to deal, sell, transfer, grant, lease and or any manner dispose of the developer allocation for which no further consent of the owner shall be required and the Developer herein will be entitled to receive and or realize and collect any / all sale proceeds, issues, rents, license fee, occupational charges, and profits arising there from.

- shall not be responsible and or liable for any cost mode and manner of construction, defects, deviations, damages or any proceedings, if initiated by any persons and or authority relating to and or arising out of erection, construction or completion of the said new building or any part thereof. All acts, proceeding and consequences arising thereof shall be attended to, defended, prosecuted and complied with by the Developer at it's own cost and expenses, and shall keep the Owner herein indemnified from all or any loss, damage, cost and consequences, suffered or incurred therefrom.
- 32. That Developer shall clear all taxes of Municipality and Khazna of BL & LRO, till the date of delivery of Owners' Share, if any. Further Developer shall pay upto date Electricity Charges before delivery of Owners' share.

COMMON RESTRICTION

The First Party's Allocation in the new building shall be subject to the terms restrictions on transfer and use as are

applicable to the Developer's Allocation in the new building intended for common benefit of all occupiers of the new building which shall include the following:-

- Party's Allocation the New Building 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 hazard to the First Party occupiers of the new building. The Developer and his nominee / nominees shall also not use or permit to use of the Developer's Allocation in the New Building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance hazards to the First party of the New Building.
- ii. Both the parties shall abide by all laws, bye laws, rules and regulations of the Government and other authorities. Be it noted in case of any new law or rules and regulation be adopted during the tenure of

the construction and if the covered area and car parking space in that case be loss or enhanced in that case the Owners' Allocation also will determine on the basis of the ratio of 38%.

- iii. The respective Allottee shall keep their respective allocation in the new building in good working condition and repairs.
- iv. The Developer shall construct the building with standard materials and with good workmanship manner according to specification of constructions mentioned below.

OWNERS' OBLIGATION

- The Owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer.
- 2) The Owners hereby agree, covenant with the Developer not to do any act or deed or thing hereby the Developer

may be prevented from selling, assigning and / or disposing of any part or entire portion of the Developer's Allocated portion in the new building or of the said property.

3) The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and / or charges the allocated portion of the Developers in the construction but shall have all rights, to sell, gift, let out, grant, lease, mortgage and / or charges their allocated portion to any person / persons, company / companies save and except the Developer's Allocation. The Developer also shall not have any right to get, grant, lease, mortgage and/or charges the allocated area of the Owners.

DEVELOPER'S OBLIGATIONS

A) The Developer shall complete the construction of the new building at First Schedule property within the time as mentioned above after obtaining the sanction plan to be sanctioned by the Rajpur Sonarpur Municipality.

The time of completion of the building shall be strictly observed and strictly shall be Essence of Contract, subject to force majeure and unavoidable circumstances.

- B) The Developer shall not be entitled to transfer alienate or assign this Agreement to any other person / persons for completion of the building by any manners.
- C) Not to violate or contravene any of the provisions of rules applicable for construction of the building.

OWNERS INDEMNIFY

The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocated space without any interference and/or disturbance provided the Developer performs and fulfill all the terms and conditions herein contained and / or their part to be observed and performed

DEVELOPER'S INDEMNIFY

1) The Owners hereby undertake that the developer shall be entitled to the said constructions and shall enjoy their allocated spaces without any interference and / or disturbance provided the Developer performs and fulfill all the terms and conditions herein contained and / or their part to be observed and performed.

2) The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that any arise out of the Developer's Allocation with regard to the Development of the said premises and / or in the matter of construction of the said building and / or any defect therein.

MISCELLANEOUS

- 1. The Owners and the Developer shall enter into the Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Developer and the Owners.
- 2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owners of the said property or any part thereof to the Developer or as creating any right, title and interest in respect thereof in the Developer other than an exclusive license to the Developer to "Commercially Exploit" the same in the terms thereof, provided, however, the

Developers shall be entitled to borrow money from any bank / banks without creating any Financial liability on the Owners of effecting and their estate shall not be encumbered and / or be liable for payment of any dues or such bank / banks and for that purpose the developer shall keep the owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

FORCE MAJEURE

- 1. The parties hereto shall not in considered to be liable for any obligations hereunder to the extended that the performance of the relative obligations was prevented by any force majeure and this construct shall remain suspended during the duration of such majeure, if any.
- Force Majeure shall mean floods, earth quake, riot, storm, tempest, civil commotion, strikes, lock out and / or any other act or commission beyond the control of the parties hereto.

JURISDICTION

All the Courts, within the limits of Baruipore and High Court at Calcutta notwithstanding for provisions, the right to sue for specific performance of contract by one part against the other part as per the terms and conditions of this agreement shall remain unaffected.

FIRST SCHEDULE

(Description of Entire Land)

ALL THAT the piece and parcel of land measuring an area of Bastu 14 Cottahs more or less, along with a 200 Sq.ft. R.T. Shed Structure standing thereon lying and situate in Mouza – Teghari, comprised in L.R. Khatian No. 4273 and 4274 appertaining to L.R. Dag No. 299, J.L. No. 52, Police Station – Sonarpur, within the local limits of the Rajpur Sonarpur Municipality under Ward No. 08, being Holding No. 92, Tegharia, Tegharia Narendrapur Station Road, Kolkata – 700 150, in the District of South 24- Parganas, which is specifically shown in the annexed map marked with RED verge line, which is butted and bounded as follows:-

ON THE NORTH :: Part of Land of R.S. Dag No. 282;

ON THE SOUTH :: Part of Land of R.S. Dag No. 282;

ON THE WEST :: Part of Land of R.S. Dag No. 282,

284 and 547;

ON THE EAST :: 17'ft wide Narendrapur Tegharia

Station Road;

naroboder Marker.

Razendra Nath Negyon

SECOND SCHEDULE

owners' Allocation: shall mean the 38% built up area in the said G+4 storied building to be constructed as per the sanctioned plan of the Rajpur Sonarpur Municipality along with undivided proportionate share of land, common areas, facilities attached thereto in the said 'premises more fully described in the SECOND SCHEDULE mentioned hereunder and adjustable advance of Rs. 40,00,000/- (Rupees Forty Lakh) only out of which Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid on the date of execution and registration of this Agreement Rs. 10,00,000/- (Rupees Ten Lakh) only after 1st Floor Roof Casting which shall be adjusted against owners' share in the manner following:

Total Flat area as per F.A.R. expected to be sanctioned by the Municipality 4274X4 = 17096 Sq.ft. Owners' Share 38% of 17096 Sq.ft. = 6496 Sq.ft. Adjusted Amount = Rs. 40,00,000/-. Agreed rate per Sq.ft. is Rs. 2150/- as such total Owners' share to be adjusted pay the advance paid by Developer is Rs. 40,00,000/-+2150/-=1860 Sq.ft.

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That is to say the Developer shall deliver constructed area to the owners to tune of area (6496 - 1860) Sq.ft. oi.e. 4636 Sq.ft. only.

Owners' further agreed that Developer shall acquire following Flats in the proposed Building of the expected area as follows by way aforesaid adjustment:-

1st Floor	Flat No.	Area
*	· 1G	877
	1E	684
	1F	515
2 nd Floor	2C	480
	2B	532
	2D	495
4th Floor	4B	532
	4F	515
	8 Flats	4630 Sq.ft

THIRD SCHEDULE

DEVELOPERS' ALLOCATION shall mean the 62% saleable space of the proposed building and constructed area as per the sanctioned plan of the Rajpur Sonarpur Municipality along with undivided proportionate share of

land, common areas, facilities attached thereto in the said premises.

FOURTH SCHEDULE

(Common Expenses)

- 1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas / parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building.
- 2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.
 - Insurance premium for insuring the building and installation and every part thereof against carthquake,

damages, fire lightening, mob violence, civil commotions etc. if incurred.

- 4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and / or organization and payment of all charges incidental thereto.
- 5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
- 6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.
- 7. All such other expenses and outgoings as are deemed by the Developer and / or the association or cooperative society or private limited company to be necessary for or incidental thereto.

8. Electricity Expenses for lighting all the common parts outer walls of the building parking space and for operation of all the common areas.

FIFTH SCHEDULE (SPECIFICATION)

The building shall be R.C.C. Framed structure. All other details are as follows:

FLOORING : Entire Floor should be Vitrified Tiles (2'x 2')

TOILET: Floor- Tiles, 4' dado and motive Glazed Tiles
walls up-to 7' ht. White Indian Pan / Commode,
(Parry ware/ Hind ware) P.V.C. white cistern
C.P. taps one no's wall mixture with hand
shower (in one toilet), (Jaquar/ Parry ware) and
one jigger point

KITCHEN: Floor- Tiles and (Black stone/ green marble)
cooking platform with standard shelf below,
Steel sink, 2 taps(Parry ware /Jaquar), motive
glazed tile up to 3'ht. over cooking platform.

W.C: Floor-Tiles, 4' dado and Glazed Tiles walls up to 7' ht. White Indian Pan / Commode, (Parry ware/ Hind ware) P.V.C. white cistern and one white basin, C.P. taps 2 no's(Jaquar), and loft.

WINDOW: Aluminum sliding window with MS integrated grills with smoke glass.

DOOR

Main Door- Ornamental/Laminated Flash door, Wooden sal door frames and inside doors-Flash doors, Toilet-PVC Door palla.

ELECTIRCAL: All electrical lines shall be laid in concealed Havels / Finolex copper wire and piano type switches of standard quality of I.S.I. approved as per C.E.S.C., Regulations. Including calling bell.

Sl. No. Description	Light Point	Fan Point Pl	ug Poin	t Exi	naust Po	int
Living /Dining	22	2	1		0_	
Kitchen	1	0	1_		11	
Bed Rooms	2,1 ft. Le	ump 1		1		0
Toilets	11	0		1		1
Balcony	1	_1	1		0	

FINISHING : In sides walls & Ceiling Plaster of Paris over

cement plaster.

WATER

C.M.C. water supply through S.U.G. Reservoir with pumping facility to O.H. Tank for distribution to individual flats through common surface pipelines (PVC). New B.E pump with

Crompton Motor,

Cable TV line & Telephone line shall be concealed and included lift, power back up, intercem/cc.tv

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals on these presents the day, month and year first above written.

SIGNED, SEALED & DELIVERED at Kolkata in the presence of

WITNESSES:

1) Dibos Markas

Samas Pers Teghaeir Rasendra Nath Nasucon

Manaborda Narlen

Manaborda Narlen

Total of the OWNER

2) Begon B-In 891 MAYABAD Key- 99

ROYAL GROUP

Signature of the BUILDER

Proprietor

Proprietor

Drafted by

Alipore Criminal Court Kolkata 700 027. Er. No: WB/4391/1986

Computer Print by:

AYAN COPIERS Jadavpur C.I.T. Market Kolkata - 700 032.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 30,00,000/- (Rupees Thirty Lakh) only out of total consideration of Rs. 40,00,000/- (Rupees Forty Lakh) only from the within named Developer in the manner following:-

Sl. No.	Date	Cheque No.	Bank & Branch Name	Amount
1.	31/08/2018	006784	HDFC Bank Ltd., Santoshpur	25,75,000=00
2.	11/09/2018	000093	HDFC Bank Ltd., Santoshpur	1,50,000=00
3.	11/09/2018	000094	HDFC Bank Ltd., Santoshpur	1,50,000=00
4.	18/09/2018	000095	HDFC Bank Ltd., Santoshpur	50,000=00
5.	18/09/2018	000096	HDFC Bank Ltd., Santoshpur	50,000=00
б.	By Cash			25,000=00
				30,00,000=00

(Rupees Thirty Lakh) only

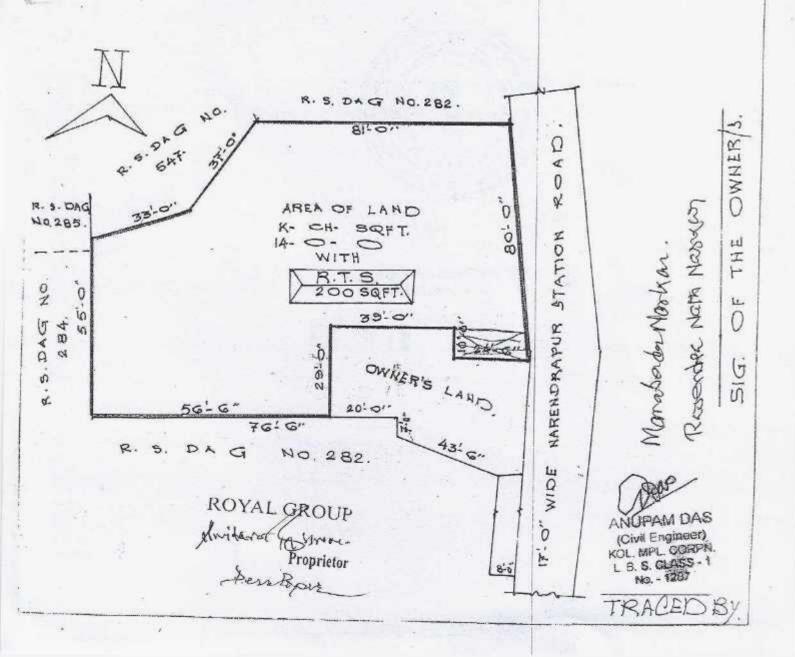
WITNESSES:

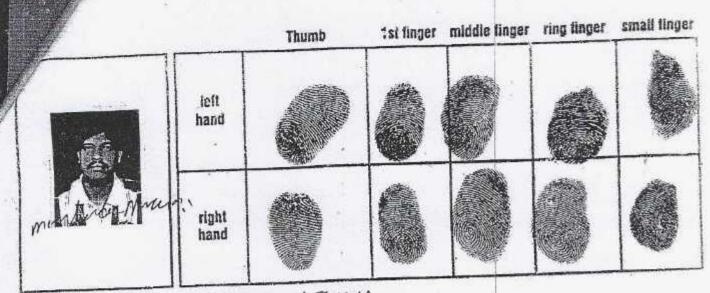
1) Bagge B-44 891 NAYABAD 1504-99

Manaborda Narkan. Rosendar Nala Nangur

Signature of the OWNER

2) Dissas Norkas Sanas pur Taghasia Kof-150 ALL THAT PIECE AND PARCEL AREA OF LAND 14K-OCH-OSQFI. WITH 2009QFT R.T.S. IN L.R. DAG NO. 299, L.R-KHATIAN NOS. 4273, AND 4274, OFI MOUZA-TEGHARIA, J.L. NO. 52, P.S. SONARPUR, UNDER THE RAJPUR-SONARPUR MUNICIPALITY, WARD NO.8. DIST-SOUTH 24 PARGANAS. PURCHASED LAND SHOWN IN RED LINES.





Name SRI MANABENDRA NASKAR Signatura Manuborda Nauka

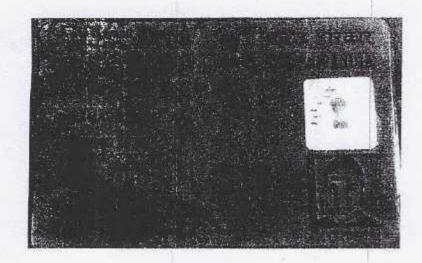


Name SRY RATENDER WATH MACKER
Signature Razion dea North Masker

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SRI AMITAVA BISMAS
Signature Amitava Signature

Mannsada Norka -



Rica endoa Nath Naguary

Solid Ment matern in the contract of the contr स्थाई शंखा संख्या /PERMANENT ACCOUNT NUMBER AGHPB4051F



BIN INAME AMITAVA BISWAS

Plat an ana JEATHER'S NAME ANIL BISWAS

जन्म तिथि IDATE OF BIRTH 10-11-1975

KTOME /SIGNATURE

अस्तार अञ्चल, (बच्चा, अस.). कार्य. Commissioner of Income-tax(Computer Operations)



FACULTY PROBLEMS

AND ADDRESS OF THE STATE O

Hanifund Billion



লবডের নির্বাচন কমিশুন পরিচয় পাত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

LLF12212728



নিৰ্বাচ্ছকর নাম

: মানবেশ্র নম্বর

Elegiery Nagre : Manabondra Naskor

পিতার নাম

া প্রামণ নত্তর

Father's Name

; Shyamal Nasker

Per/Sex

W M

জৰ তারিব Date of Birth : XXIXX1979

Mourpage Wagn

LLH2212728

হিলানা: তুলনীয়া সুমান শাহা, মাজপুর নেদানগুর, সোমারপুর, বাসিন 24 পর্যাব, 70,0103

TEGHARIYA CHHAYANI PADA, HAJPUR SONARPUR, SONARPUR, SOUTH 24 PARGANAS, 700103

Date: 12/0/02/011

151-বেশারবুর উত্তর নির্বাচন ক্ষেত্রর নির্বাচন নিবতন ানিক্সবিধের যাক্ষরে সমূর্ণীর Facsimile Signature of the Electoral Registration Officer for

151-Senarpur Utter Constituency Save effects on any leaser raise that an own a and around a first through a lease on the effects of the end of

in the relevant Form for Including your name in the sall at the changed across and to obtain his card rdiff series nombre.

ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD

LLH4212486

পরিচয় পত্র



Rajendranath Naskar Elector's Name

নির্বাচকের নাম वाटकस्तार्थ नस्त्र Shyamal Naskar Father's Name

পিতার নাম

Sex T লিক Age as on 1.1.2005 23 ১.১.২००६-७ वयम

Teghria Chhayani Para 7 Sonarpur South 24 - Parganas

ফেবরীয়া হয়নি পাড়া ৭ সোনারপুর দক্ষিণ ২৪ শরমণা ৭৪৩৩০১

Facsimile Signature Electoral Registration Officer নিৰ্মাণ নিৰ্মাণ আধিবনিৰ Assembly Constituency: 109-Sonarpur (SC)

বিধানসভা নিৰ্বাচন ক্ষেত্ৰ : ১০৯-লোনামপুর (তপশ্লিমী দ্বাতি)

District:South 24 - Parganes

ক্ষেনা: নকিল ২৪ পরপণা

Rasendra Nath Nasway

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-028443487-1

Payment Mode Online Payment

GRN Date: 09/09/2018 19:52:41

Bank:

HDFC Bank

BRN:

601297210

BRN Date: 09/09/2018 00:00:00

DEPOSITOR'S DETAILS

: 16291000249304/4/2018

[Query No./Query Year]

Name:

amitava biswas 9432435779

Mobile No.

+91 9432485779

E-mail:

bamitava17@yahoo.co.in

Address:

Applicant Name:

22b ajanta road new santoshpur kolkata 700

Contact No. :

Mr Satyebdra Debra

Office Name:

Office Address:

Status of Depositor:

Atterney of Executa

Purpose of payment / Remarks:

ale, Development Agreement or Construction agreement

Payment No 4

PAYMENT DETAILS

SI.	Identification	n Head of A/C	Head of A/C	Amount[₹]
No.	No.	Description -		
1	16291000249304/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	19921
2	16291000249304/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	30021

Total

49942

In Words:

Rupees Forty Nine Thousand Nine Hundred Forty Two only

Major Information of the Deed

Deed No:	[-1629-04308/2018 -	Date of Registration	11/09/2018	
Query No / Year	1629-1000249304/2018	Office where deed is registered		
Query Date	07/09/2018 4:02:55 PM	A.D.S.R. GARIA, District: \$	South 24-Parganas	
Applicant Name, Address & Other Details	Satyebdra Debray Alipore Court, Thana: Sonarpur, I No.: 8777401009, Status: Advoc	ristrict : South 24-Parganas, WE	ST BENGAL, Mobile	
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Oth than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value		Market Value		
Rs. 20,20,000/-		Rs. 1,12,58,489/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 20,021/- (Article:48(g))		Rs. 30,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urbarea)			

Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Narendrapur Station Road,

Mouza: Teghari

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	A PARTICULAR PROPERTY AND A PROPERTY AND A PROPERTY AND A PARTICULAR P	Market Value (in Rs.)	Other Details
L1	LR-299	LR-4273	Bastu	Bastu	8 Katha 6 Chatak	10,00,000/-	66,99,993/-	Width of Approac Road: 17 Ft., Adjacent to Meta Road,
1.2	LR-299	LR-4274	Bastu	Bastu	5 Katha 10 Chatak	10,00,000/-		Width of Approac Road: 17 Ft., Adjacent to Meta Road,
		TOTAL:			23.1Dec	20,00,000 /-	111,99,989 /-	
	Grand	Total:			23.1Dec	20,00,000 /-	111,99,989-/-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rsl.)	
S1	On Land L1, L2	200 Sq Ft.	. 20,000/-	58,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete

SCHOOL SCHOOL STORY	Control to the control of the contro	Committee of the Commit	Toronto International Control of the
Total:	200 sq ft	20,000 /-	58,500 /-

Land Lord Details:

0	Name,Address,Photo,Finger	Photo	Fringerprint	Signature
	Mr Manabendra Naskar (Presentant) Son of Late Shyamal Naskar Executed by: Self, Date of Execution: 11/09/2018 , Admitted by: Self, Date of Admission: 11/09/2018 ,Place : Office			Manedonden Nashre
	of the second	11/09/2016	11/09/2018	\$1/00/2018

Tegharia Narendrapur Station Road, P.O:- R K Pally, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIJPN8597N, Status: Individual, Executed by: Self, Date of Execution: 11/09/2018, Admitted by: Self, Date of Admission: 11/09/2018, Place: Office

Mr Rajendra Nath Naskar Son of Late Shyamal Naskar Executed by: Self, Date of Execution: 11/09/2018 , Admitted by: Self, Date of Admission: 11/09/2018 ,Place : Office			Razendak Nota Notage
: Office	11/03/2016	LT.	11/08/2018

Tegharia Narendrapur Station Road, P.O:- R K Pally, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXNPN1701H, Status :Individual, Executed by: Self, Date of Execution: 11/09/2018

, Admitted by: Self, Date of Admission: 11/09/2018 ,Place: Office

Developer Details:

il lo	Name,Address,Photo,Finger	49.1009.007.002.0000	and the second second	Signature 199
1	Name	Photo :	Finger Print	A Signature
	Mr Amitava Biswas Son of Late Anil Biswas Executed by: Self, Date of Execution: 11/09/2018 , Admitted by: Self, Date of Admission: 11/09/2018 ,Place: Office			Hairon Corner
		11/09/2018	LTI 11/09/2016	ion: Business, Citizen of: India, PAN

Name & address

Mr Satyendra Debray Son of Late G N Debray

Alipore Criminal Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Manabendra Naskar, Mr Rajendra Nath Naskar, Mr Amitava Biswas

11/09/2018

Salyandus Dalkery

			The second secon
Trans	fer of property for L1		All Control of the State of the
SI.No	From	To. with area (Name-Area)	
1	Mr Manabendra Naskar	Mr Amitava Biswas-6.90938 Dec	
2	Mr Rajendra Nath Naskar	Mr Amitava Biswas-6.90938 Dec	
Trans	fer of property for L2		
SI.No	From .	To, with area (Name-Area)	
1	Mr Manabendra Naskar	Mr Amitava Biswas-4.64063 Dec	
2	Mr Rajendra Nath Naskar	Mr Amitava Biswas-4.64063 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	The state of the s
1	Mr Manabendra Naskar	Mr Amitava Biswas-100.00000000 Sq Ft	
2	Mr Rajendra Nath Naskar	Mr Amitava Biswas-100.00000000 Sq Ft	

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Narendrapur Station Road,

Mouza: Teghari

Sch	Plot & Khatian Number	Details Of Land
L1	RS Plot No:- 282), LR Khatian No:- 4273	Owner:মানবেন্দ্র নয়র, Gurdian:শ্যামল, Address:ভেঘরীয়া শ্টেশন রোড রামকৃষ্ণলী কোল – 700150, Classification:বাস্ত, Area:0.14000000 Acre,
L2	LR Plot No:- 299(Corresponding RS Plot No:- 282), LR Khatian No:- 4274	Owner:রাজেন্দ্র নাখ নক্কর, Gurdian:শ্যামল, Address:ডেখরীয়া স্টেশন রোড রামকৃষ্ণারী কোল - 700150, Classification:বাস্ত, Area:0.14000000 Acre,

Endorsement For Deed Number: I - 162904308 / 2018

On 07-09-2018

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

Abhillt Bera ADDITIONAL DISTRICT SUB-REGIST OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1982)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article numbe

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

Presented for registration at 12:54 hrs on 11-09-2018, at the Office of the A.D.S.R. GARIA by Mr. Manabendra N.

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

Execution is admitted on 11/09/2018 by 1. Mr Manabendra Naskar, Son of Late Shyamal Naskar, Tegharia Narendrapur Station Road, P.O: R K Pally, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN -700150, by caste Hindu, by Profession Business, 2. Mr Rajendra Nath Naskar, Son of Late Shyamal Naskar, Tegharla Narendrapur Station Road, P.O. R K Pally, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India PIN - 700150, by caste Hindu, by Profession Business, 3. Mr Amitava Biswas, Son of Late Anil Biswas, 22B, Ajan Road , New Santoshpur, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, F.

Indetified by Mr Satyendra Debray, , , Son of Late G N Debray, Alipore Criminal Road, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 30,021/- (B = Rs 30,000/- ,E = Rs 21/-) at Registration Fees paid by Cash Rs 0/-, by online = Rs 30,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of Wf Online on 09/09/2018 12:00AM with Govt. Ref. No: 192018190284434871 on 09-09-2018, Amount Rs: 30,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 601297210 on 09-09-2018, Head of Account 0030-03-104-001-16

Psyment of Stuired Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-, On tified the 19,921/-

by online of State
Live of Purchase: 10/09/2018, Vendor name:
Descrip: Type impressed, Serial no 6061, Amount: Rs. 100/-, Date of Purchase: 10/09/2018, Vendor name:

1 Juanuaries

Jescription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/09/2018 12:00AM with Govt. Ref. No: 192018190284434871 on 09-09-2018, Amount Rs: 19,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 601297210 on 09-09-2018, Head of Account 0030-02-103-003-02

Abhljit Bera ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 131756 to 131809 being No 162904308 for the year 2018.



Le Sa

Digitally signed by ABHJIT BERA Date: 2018.09.11 14:37:52 +05:30 Reason: Digital Signing of Deed.

(Abhijit Bera) 11-Sep-18 2:34:37 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)