

भिक्रमका पश्चिम बंगाल WEST BENGAL

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Order No.

Addl. District Sub-Registrar Bidhannagar, (Dalf Lake City)



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OFC 700 DEVELOPMENT AGREEMENT THIS DEVELOPMENT AGREEMENT is made on this 19th day of December, Two Thousand Twenty Four (2024), BETWEEN SMT, TARUBALA NASKAR (PAN: MASKED & (AADHAAR NO. H MASKED wife of Late Biswananda Naskar, by Occupation-House-wife, by faith -Hindu, by Nationality - Indian, residing at F-3 Adarsha Co-operative, Purba MA Narayantala, Rajarhat Gopalpur (M), Aswini Nagar, Kolkata - 700159, in the 138



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Issue Date.....Sign....



Addl, District Sub-Regist, ar Bighannagar, (Salt Lake City)

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District of North 24 Parganas, West Bengal, 2) DIPANKAR NASKAR (PAN: MASKED & (AADHAAR NO. MASKED Son of Late Biswananda Naskar, by Occupation-Service, by faith - Hindu, by Nationality - Indian, residing at Village-Thakdari, New Town, Kolkata- 700102, in the District of North 24 Parganas, West Bengal, 3) BHASKAR NASKAR (PAN: MASKED & (AADHAAR NO. MASKED MASKED son of Late Biswananda Naskar, by Occupation-Business, by faith - Hindu, by Nationality - Indian, residing at F-3 Adarsha Co-operative, Purba Narayantala, Rajarhat Gopalpur (M), Aswini Nagar, Kolkata- 700159, in the District of North 24 Parganas, West Bengal, 4) BITHIKA NASKAR (PAN: MASKED & (AADHAAR NO. MASKED MASKED daughter of Late Biswananda Naskar, by Occupation- House-wife, by faith - Hindu, by Nationality - Indian, residing at DC 81, Narayantala West, Deshbandhunagar, Baguiati, Rajarhat Gopalpur (M), Kolkata-700159, in the District of North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs legal representatives, executors, administrators, successors and assigns) of the ONE PART.

AND

Partnership Firm having its' M/S ASHIMA CONSTRUCTION (PAN: [MASKED office at Mahisgote, 1st Lane, New Town, Krishnapur, Bidhannagar (m), Kolkata-700102, District-North 24 Parganas, West Bengal, represented by its Partners namely 1) SRI KARTICK MONDAL (PAN: MASKED & (AADHAAR NO. 8220 REAKED son of Late Ananta Mondal, by Religion-Hindu, by Nationality-Indian, by occupation- Business, residing at Mahisgote, 1st Lane, New Town, Krishnapur, Bidhannagar (m), Kolkata- 700102, District-North 24 Parganas, West Bengal, and 2) SMT ASHIMA MONDAL (PAN: MASKED & (AADHAAR NO. MASKED MASKED) wife of Kartick Mondal, by Religion- Hindu, by Nationality- Indian, by occupation-Business, residing at Mahisgote, 1st Lane, New Town, Krishnapur, Bidhannagar (m), Kolkata- 700102, District-North 24 Parganas, West Bengal, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS, Biswananda Naskar was the recorded owner of Bastu land admeasuring about 11 Chattak comprised in R.S./L.R. Dag No. 832 under R.S./L.R. Khatian No. 489, lying and situated at Mouza- Thakdari, J.L. No. 19, within the limits of Bidhannagar Municipal Corporation, Ward No. 28, under P.S. East Bidhannagar, District- North 24 Parganas, Kolkata- 700102, within the local limits of Bidhannagar



Municipal Corporation, within- the jurisdiction of Additional District Sub Registrar (A.D.S.R) Bidhannagar, in the District of North 24 Parganas, West Bengal and well entitled to transfer the same to any one in anyway.

AND WHEREAS while seized and possessed of the aforesaid property, said Biswananda Naskar died intestate on 20.03.2014 leaving behind his wife Tarubala Naskar and two son, namely Dipankar Naskar, Bhaskar Naskar and one married daughter Bithika Naskar as his legal heirs and successors by operation of Hindu Succession Act, 1956 and they have jointly inherited the undivided plot of land.

AND WHEREAS while absolute possession of said land owners of above mention plot of land, the said Landowners desired to develop the "said land" by constructing thereupon a multi-storeyed building as permissible up to the maximum limit of the floors consisting several flats, godowns, garage etc. situated under Bidhannagar Municipal Corporation in the names of the Landowners. But due to financial stringency and/or paucity of funds and shortage of time and manpower, the Landowner was unable to start the construction of the said building and as such the Land Owners are searching a Developer for the said development works, who can undertake the responsibility of construction of such building on the said premises by affording his/their own arrangement and expenses.

AND WHEREAS knowing the intension of the Landowners herein, M/S ASHIMA CONSTRUCTION (PAN: MASKED a Partnership Firm having its' office at Mahisgote, 1st Lane, New Town, Krishnapur, Bidhannagar (m), Kolkata- 700102, District-North 24 Parganas, West Bengal, represented by its Partners namely 1) SRI KARTICK MONDAL (PAN: MASKED & (AADHAAR NO. MASKED NO. MASKED SON Of Late Ananta Mondal, by Religion- Hindu, by Nationality- Indian, by occupation-Business, residing at Mahisgote, 1st Lane, New Town, Krishnapur, Bidhannagar (m), Kolkata- 700102, District-North 24 Parganas, West Bengal, and 2) SMT ASHIMA MONDAL (PAN: MASKED & (AADHAAR NO. MASKED NO. M

AND WHEREAS the Landowners have agreed to allow the Developer to develop ALL THAT piece and parcel of Bastu land admeasuring about 11 Chattak a little more or



less., along with 100 sq. ft. Tiles Shed Structure, comprised in R.S./L.R. Dag No. 832 under R.S./L.R. Khatian No. 489, lying and situated at Mouza-Thakdari, J.L. No. 19, within the limits of Bidhannagar Municipal Corporation, Ward No. 28, under P.S. East Bidhannagar, District- North 24 Parganas, Kolkata- 700102, within the local limits of Bidhannagar Municipal Corporation, within- the jurisdiction of Additional District Sub Registrar (A.D.S.R) Bidhannagar, in the District of North 24 Parganas, West Bengal, more fully described in the **First Schedule** hereunder written.

NOW THIS AGREEMENT WITNESSES and it is hereby agreed by and between the parties as follows: -

- 1. **DEFINITION:** unless there is anything repugnant to the subject or context.
- 1.1 LAND OWNERS: shall mean 1) SMT. TARUBALA NASKAR wife of Late Biswananda Naskar, 2) DIPANKAR NASKAR son of Late Biswananda Naskar, 3) BHASKAR NASKAR son of Late Biswananda Naskar, 4) BITHIKA NASKAR daughter of Late Biswananda Naskar, as heirs, executors, administrators and assigns and legal representative.
- 1.2 **DEVELOPER:** shall mean M/S ASHIMA CONSTRUCTION and its representatives, legal heirs, executors, administrators, representatives and assigns.
- 1.3 BUILDING: shall mean and include the Building to be constructed and completed by the Developer at the said Premises in accordance with the Building Plan, having Car Parking Spaces, other units and utilities at the ground floor and self contained residential apartments in all the upper floors of the said building capable of being held and enjoyed independently and also having common portions and facilities.
- 1.4 BUILDING PLAN: shall mean and include the plans for construction of the building at the said premises as may be sanctioned by the Bidhannagar Municipal Corporation and shall also include modifications thereof and/or additions or alterations thereto as may be made from time to time by the Developer and sanctioned by the Bidhannagar Municipal Corporation.
- 1.5 SAID PREMISES: shall mean ALL THAT piece and parcel of Bastu land admeasuring about 11 Chattak a little more or less., along with 100 sq. ft. Tiles Shed Structure, comprised in R.S./L.R. Dag No. 832 under R.S./L.R. Khatian No. 489, lying and situated at Mouza-Thakdari, J.L. No. 19, within the limits of Bidhannagar Municipal Corporation, Ward No. 28, under P.S. East



Bidhannagar, District- North 24 Parganas, Kolkata- 700102, within the local limits of Bidhannagar Municipal Corporation, within- the jurisdiction of Additional District Sub Registrar (A.D.S.R) Bidhannagar, in the District of North 24 Parganas. West Bengal, more fully and particularly described in the "First Schedule" hereunder written.

- land on which the building is located and all easement rights, appurtenances belonging to the land and the building the foundation, columns, supports, main walls, roof, lift, stair case and entrance and exist of the building, installation of the common services, such as power light, water tank, pump motor and in general all apparatus and installations existing for common use, all other parts of the property necessary or convenient to its existence maintenance and safety or normally in common use or any other conditions agreed by the aforementioned owners within themselves from time to time.
- 1.7 UNITS: shall mean the flats/apartments and other units to comprise in the Building intended to be constructed by the Developer on the said premises/land.
- 1.8 LANDOWNERS ALLOCATION: The Land owners shall be entitled to get one commercial space measuring about 268 sq. ft. a little more or less on the Ground Floor at North Side along with another 268 sq. ft. little more or less constructed area in the total constructed areas, of the proposed multi storied building as per sanctioned plan of the building including the mandatory common facilities, common parts and common amenities of the building along with undivided proportionate share of said property/premises.
- 1.9 **DEVELOPER'S ALLOCATION:** The developer shall be entitled to get remaining areas of the constructed areas except Landowner's allocation (mention in 1.8 above) of the proposed multi storied building with lift facilities together with the right of enjoyment of all common facilities and area of the building on the said premises/land.
- 2.0 COMMON EXPENSES: common expenses mean expenses of administration, maintenance, repair or replacement of the common areas and facilities.
- 2.1 **COMMON PURPOSE:** common purpose mean and include the purpose of managing, maintaining up keeping, administrating and security of the building and the particulars the common areas installations and facilities rendering of



common services in common to the unit purchasers/holders collection and this disbursement of the common expenses and dealing with the matters in all of common interest of the occupants of the building.

2.2 SPECIFICATIONS: shall mean the general specifications and/or materials to be used construction and completion of the Building as more fully and particularly described in the "Specification Schedule" hereunder written.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

- 1. The Land owners do hereby authorize and empower the Developer to construct a multi storied building with Lift facilities on the said plot of land through sanction building plan which is to be approved and sanctioned by the Bidhannagar Municipal Corporation at costs and expenses of Developer and the land owners shall deliver full and vacant possession of the said land to the Developer at the time of obtaining the Building Plan and also hand over title Xerox copies of Deed and relevant papers and documents to the Developer and those documents will remain in custody and possession of the Developer and the land owners or any other heirs, successors or assigns or any person claiming through or in trust shall not interfere during construction period in any manner whatsoever, if the Developer does not violate any terms and conditions of this agreement.
- 2. The Developer shall obtain the sanctioned building Plan or modified if necessary for construction of the said proposed multi storied building on the said plot of land at his own costs and in that connection the land owners shall sign papers, Plan and all applications as required for getting the Plan sanctioned or modified from the appropriate authority in accordance with Law.
- 3. The Developer shall complete the construction and handover the Owner's Allocation of the said multi storied building within 36 (Thirty Six) months inclusive from the date of sanction of building Plan. In case of any natural calamity which is beyond the control of the Developer then the Developer shall get a further period of 6 (Six) months as grace period for completion of the said construction work beyond which no time shall be extend in any case and after expiry of 42 (Forty Two) months from the date of execution of this instrument, the agreement shall stand automatically cancel and whatever construction work has been undertaken or done during the period of such 42 (Forty Two) months, will be vested to the land owner without causing any demand for such construction by the

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- Developer. In that event the land owner shall have absolute right to engage other Developer.
- 4. The Developer shall be liberty to negotiate for sale, lease of the only Developer allocation with any prospective purchaser or purchasers in course of construction or after the construction together with proportionate share of land on which the said multi storied building will be constructed, at such consideration and on such terms and condition with such person or persons as the Developer think best fit and proper at any time without taking any prior and/or subsequent permission in any manner form the landowners herein and also the landowners shall not put in any way interfere with or disturb the quiet and peaceful possession.
- 5. The land owner shall execute and registered a Development Power of Attorney empowering the Developer to execute all such agreement for sale, amalgamation of said plot/Plots and Conveyance for and on behalf of the land owners concerning the Developer's allocation exclusively of the said multi storied building along with the proportionate share of land in the said premises.
- 6. The land owners hereby declared and confirmed the Developer that he has every original for making the construction of multi building which is mentioned in First Schedule that the Landowners are the absolute owners and in Khas possession to the landed property described in the first schedule hereunder written and have good and marketable title free from all encumbrances, charges, mortgage, attachment, liens, lispendens and adverse claim. There is no agreement with any person or persons and if any discrepancy be found any time in regards of the title being good and marketable and free from all encumbrances, charges, mortgage, attachment, liens, lispendens and adverse claim, it shall be the sole responsibility of the land owners to make the title good, clear and marketable in accordance with law and difficulty even in such case then the Developer shall call up the owners to rectify the same within reasonable period.
- 7. The land owners shall have no right or power to terminate this agreement till the period, provided until if the Developer does not violate any of the terms and conditions contained in this agreement.
- 8. The Developer shall expense at his own costs construct, erect and complete the said multi storied building including the land owners allocation in accordance with the sanction building plan and complying with all rules and regulations of Bidhannagar Municipal Corporation (all statutory body or bodies) provided the Developer exclusively shall be sole responsible for committing violation of any laws, rules and regulations thereof.



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- 9. The Developer and the Land Owners shall be at liberty to engage various professional like legal adviser, Architect, R.C.C Consultant and/or Contractors etc on mutual concern. Which so ever as their choice who shall take steps from the side of Developer from time to time and the Developer shall be responsible for making payments to each and every one of them. The land owners will have no responsibility for making payments to any of them either during the construction period and/or after completion of the construction or at any point of time and even if any local hazards arise during construction then the Developer shall solve the same at its own costs and expenses. It is agreed between the parties that the land owners will have every right to engage various professionals like legal adviser, Architect, R.C.C Consultant of his choice and also land owners good suggestion to the Developer. It is further agreed that, Shri Srikanta Kumar Jana Advocate shall be appointed to be performed lawful works on behalf of the Developer exclusively. However the land owners shall also have the right to choose and appoint Advocate of his choice to coordinate with development of work.
- 10. The Developer shall be authorized by the land owners in so far as is necessary to apply for and obtaining of mutation from Bidhannagar Municipal Corporation, permanent connection of electricity, drainages, sewerage and/or other facilities to the new building and other inputs and facilitates required for the purpose and for which the land owners will execute in favour of the Developer all sorts of papers and documents at the costs of paperwork of the Developer as shall be required by the Developer.
- 11. The Developer shall install, erect the building at Developer's own costs and expenses including water pump, twenty-four hours water supply arrangement, water storage tank, overhead reservoir. Electrification, permanent electric connection from the WBSEDCL and until permanent electric connection is obtain temporary electric connection shall be arranged and provided for the said building by the Developer and The cost of government quotation of electricity meter shall be equally paid by the Land Owners And Developer.
- 312. All costs, charges and expenses including fees payable to the Architect shall be discharged and paid by the Developer and the land owners shall have no liability, responsibility in this context to the Architect in any manner whatsoever.
 - 13. The land owners will not do any act, deeds whereby the Developer may be prevented from lawful construction and completion of the said building in the time and sale of his flats/units etc. until if the Developer does not violate any terms and conditions of this agreement.

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- 14. The land owners do hereby agree with the Developer not to let out, sell, grant lease, mortgage and/or charges or not to make any agreement for any purpose save and except the land owners allocation from the date of execution of this agreement and it is further agreed that, the land owners will be entitled to transfer or otherwise deal with their allocations in the building in the manner as land owners shall deem fit and proper at any time without taking any prior and/or subsequent permission in any manner form the developer herein and also the Developer shall not put in any way interfere with or disturb the quiet and peaceful possession along with right to transfer the owner' allocation by the owners. It is to be noted that the developer will hand over the possession mentioned in the Second Schedule property to the Land Owners only.
- 15. Even if the owner's allocation is not hand over to the owners, the Developer shall have right to transfer, lease, mortgage and even they can make the Registry of their (i.e. Developer's) allocated portion to any person or persons at its' own discretion as per terms and conditions of this agreement.
- 16. That the owners will grant to the Developer, by their individual name a Development Power of Attorney as may be required for the purpose of obtaining of sanctioned plan and all necessary permission and sanction from different authorities in connection with the amalgamation of Bastu land/lands, construction of the building and also for pursuing and following up the matter with the Bidhannagar Municipal Corporation and other concerned authorities. It is specially agreed by and between the parties hereto that the Developer or its partners by name, jointly or severally shall not henceforth use the aforesaid power of attorney for selling owners' allocation as written herein below. It is agreed by the parties if the Developer violets of conditions, the Land Owners anytime can cancel the Power of Attorney.
- 17. It is agreed that in the event of any damage or injury arising out from accidents for careless of the Developer and subsequently victimizing such work men or any other persons whatsoever or causing any harm to the property during the course of construction, the Developer shall bear all the responsibility and liability thereof and shall keep the owners, their estate and effect safe and harmless and indemnify against all suits, cases, claims, demands rights and actions in respect of such eventualities.
- 18. That the owners with or without their architect/architects shall have every right to supervise the construction of their allocation and if any objection is made on the part of the owner then the developer shall do the work to rectify in respect of objection relating to construction within a reasonable time at their own cost.



- 19. The Developer hereby agrees and covenants with the owners not to do any act, deed or thing whereby the owners are prevented from enjoying, selling assigning and/or disposing of any flat or any portion out of owner's allocation in the building at the said premises.
- 20. The Developer shall obtain completion certificate at its own costs and expenses from the Bidhannagar Municipal Corporation.
- 21. That the Developer shall defend, possess, manage and maintain the said premises including the construction of the proposed new building at its' own costs.
- 22. Nothing in these presents shall be constructed as a demise or assignment on conveyance in law of the said premises or any part thereof to the Developer by the land owners or so creating any right title or interest in respect of the said land unto and in favour of the Developer hereto other than the exclusive license or right in favour of the Developer to do the acts, deeds and things expressly provided herein as well as stated in the development agreement so given by the land owners to the Developer hereof for the purpose mentioned therein.
- 23. The owners will not be liable of 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 owner indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.
- 24. Any notice required to be given by the land owners to the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Developer if delivered by hand and duly acknowledged or sent by registered post with due acknowledgment and shall likewise be deemed to have been served on the owners by the Developer.
- 25. The Developer and the land owners will mutually frame scheme for the management and the administration of the said building and/or common parts thereof after the completion of the said building. The Developer will submit the Building completion Certificate from the Appropriate Authority to the owner of the said property and will furnish 'No Objection Certificate' upon complying registration formalities of the Developers allocation.

THE COMMON AREAS AND FACILITIES SHALL CONSIST OF THE FOLLOWING:

- a. The land on which the building will be constructed with all easement's rights and appurtenances to that land and building.
- b. The foundations, columns, girders, beams, roof, slabs, supports, main walls, lift, stair case and stair ways, passages, entrance for ingress and egress.



- c. Polyfoam 4 layer Water tanks 5000L, pumps, lift, electric motor, sewerage and water pipe line and all such apparatus for common use.
- d. Installation of common services which may be specially provided in the schedule.
- e. The roof or house top of the building shall be exclusively owned and possessed by the Developer.
- f. Common area and facilities shall remain undivided and as no owners of any portion of the building shall be entitled to bring any action of suit for partition or division on any part thereof.
- g. The owners shall be entitled to use the common areas and facilities with all other Co-owners of the building without hindering or encroaching upon the lawful rights of the other Co-owners, further the land owners or occupiers of the flats shall not place or caused to be placed any obstacles in the lobbies, vestibules, lift, stair-ways, corridors and other area and facilities both common and restrict of any kind and such areas shall be used for the other purposes then for normal transit through them.

RESTRICTION

- a. The owner's allocation in the proposed building shall be subject to the same restrictions and sue so far applications applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building.
- b. Neither party shall use nor permit the area of the respective allocations in the building nor any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity or use thereof for any purpose which may cause any hazard to the other occupiers of the building and/or the neighbouring people.
- c. Both parties shall abide by laws, byclaws rules and regulations of the Government Statutory bodies and/or local bodies as the case may be and shall attend to answer and the responsibility for any division, violation and/or breach of any of the laws, bye-laws and regulations.
- d. Court of jurisdiction over the property shall have jurisdiction to enter & try all actions, suits, proceedings arising out of this agreement.
- e. However if any disputes and differences between the parties arises out of the meaning, construction or her respective rights and liabilities as per this agreement shall be adjudicated.

LIQUIDATED DAMAGES AND PENALTY

a. That parties shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of



the force majeure wars conditions i.e., flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto to the satisfaction of the others.

- b. In the event of the land owners committing breach on any of the terms and conditions herein contained or compelling the Developer to make delay to develop the land, the Developer shall be entitled to sue in any court of the law against the land owners to get payment for the same damage and expenses/compensations for any excuse of constructional costs due to increase off price of raw materials or labour and shall be liable to pay such reasonable losses and compensation as shall determine by the Architect of the Developer which shall be cross checked by the land owners Architect in accordance with law subject to condition that this clause shall have no effect, if delay is caused by the owners due to fault of the Developer.
- c. In the event of the Developer failing to complete the project within the time fixed or abundant the project midway or otherwise violates any of its obligations under this agreement the land owners shall be entitled to cancel this agreement and complete the project through any other method or through any other agency and in such event the land owners shall be entitled to take advantage of and use and expired all works done till cancellation of this agreement and also realise opportunity damages from the Developer..

THE FIRST SCHEDULE ABOVE REFERRED TO ABOVE (DESCRIPTION OF LAND)

ALL THAT piece and parcel of Bastu land admeasuring about 11 Chattak a little more or less., along with 100 sq. ft. Tiles Shed Structure, comprised in R.S./L.R. Dag No. 832 under R.S./L.R. Khatian No. 489, lying and situated at Mouza-Thakdari, J.L. No. 19, within the limits of Bidhannagar Municipal Corporation, Ward No. 28, Polerait Road (Mahishbathan), under P.S. East Bidhannagar, District-North 24 Parganas, Kolkata-700102, within the local limits of Bidhannagar Municipal Corporation, within-the jurisdiction of Additional District Sub Registrar (A.D.S.R) Bidhannagar, in the District of North 24 Parganas, West Bengal, the above land butted and bounded as follows:-

ON THE NORTH: 32'-0' Feet wide Road;

ON THE SOUTH: Part of R.S. & L.R. Dag No. 832;

ON THE EAST : Part of R.S. & L.R. Dag No. 832;

ON THE WEST : 6' feet wide Common Passage;



THE SECOND SCHEDULE ABOVE REFERRED TO ABOVE (LAND OWNERS ALLOCATION)

LAND OWNER'S ALLOCATION: The Land owners shall be entitled to get one commercial space measuring about 268 sq. ft. a little more or less on the Ground Floor at North Side along with another 268 sq. ft. little more or less constructed area in the total constructed areas, of the proposed multi storied building as per sanctioned plan of the building including the mandatory common facilities, common parts and common amenities of the building along with undivided proportionate share of said property/premises.

THE THIRD SCHEDULE ABOVE REFERRED TO ABOVE (DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION: The developer shall be entitled to get remaining areas of the constructed areas except owner's allocation (mention in Second Schedule) of the proposed multi storied building with lift facilities together with the right of enjoyment of all common facilities and area of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON AREAS AND COMMON FACILITIES)

- 1. The user of back space in ground floor drains ways in the said building and only user of top roof of the building.
- 2. General lighting of the common portions.
- 3. Independent electric meter.
- 4. Lift.
- Drains and sewers from the building to the Municipal connection drains and/or sewerages.
- Water supply arrangement including common water reservoir both underground and overhead with sufficient capacity.

COMMON PARTS

- 1. Water pump, water reservoir, overhead water tanks and separate distribution pipes to different units directly from overhead water tank.
- 2. Water and sewerage evacuation pipes from the units to drain in sewerage common to the said building.
- 3. Any other portion of the building or facility used for the common benefits of all occupants.



EASEMENT RIGHTS

The Purchaser, along with other co-owners, occupiers, shall allow each other the following easement and quasi-easement right and privileges.

- 1. Right of common passage in all the common portions in each and every parts of the said building except top roof of the building, including the said unit including connection for T.V. and computer disc to the extent necessary.
- 2. Right of protection of each portion of each other.
- 3. Absolute unfettered and unencumbered right over the common parts and common portions except top roof of the building.
- 4. Such type of support or easement of appurtenance usually held used occupied or enjoyed as part and parcel of the said unit.
- 5. Right to install Television Antenna & Computer disc on the roof of the said building to any manner without disturbing any co-purchaser entitled to the same and without encroaching upon the ultimate roof Right with or without workmen and necessary materials to enter upon the said building including the said unit and any other unit for the purpose of repairing any of the common parts common portions or any appurtenances to any unit and / or anything comprised in any unit in all such cases giving previous notice in writing to the co-purchaser affected hereby.

FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

- 1. Proportionate share of passage light of Every Parts and back portion of the building
- 2. Proportionate share of stair light of the building
- 3. Proportionate share of Pump Motor Electricity Bill
- 4. Proportionate share of Guard/ Gateman's salary
- 5. Proportionate share of cost of cleaning and maintenance of the building including the entire external surface
- Proportionate share of any other expenses that is spent for the common benefits of all occupants or majority of the occupant of the newly constructed building.

SPECIFICATION SCHEDULE

- I) Structure: R.C.C. framed as per sanctioned plan
- Il) **Walls**: Outside brick work 8", inside brick work 5", room partition brick work 3", and all walls with sand, cement plaster
- III) **Doors**: Frames- Sal wood Main-door good quality wood, & with necessary fittings, Partition Palla-Flush door with necessary fittings, Kitchen & Toilet-Good quality P.V.C. doors.
- IV) Windows: Frames-Sal Aluminium shutter window frame with glass fittings



- V) Floors: Good quality marble finish with polish.
- VI) **Kitchen**: Cooking platform by granite on the black stone, tiles up to 2 ft. from top of cooking plat form, one sink, and two tap points.
- VII) **Toilet**: Wall white tiles up to 7 feet, latrine-1 Indian type other commode, 1 shower, 2 tap points.
- VIII) **Paints**: Inside wall-Plaster of parries, outside wall-weather coat, Door & inside windows only frames with white primer, Window palla-Total frame & grill will be painted
- IX) **Dining**: One white wash basin
- X) Electrical: All concealed wiring, one suitable electrical connection and meter for the center building & separate meter for individual flat against adequate charges with good quality wiring and good quality electrical apparatus.
 - a) Main Door: One calling bell point, one light point
 - b) Bed Rooms: One tube point, one bulb point, one night bulb point, one fan point, one plug point
 - c) Kitchen: One tube point, one bulb point, one exhaust point, one plug point
 - d) Dining Hall: Two tube points, two fan pointes, 2 15 Amp plug points
 - e) Toilet: One tube point, one exhaust point, one plug point
- XI) Water: Deep tube well, concealed plumbing for kitchen & toilet
- XII) Extra Work: Extra work other than the standard specified items shall be entertained and charges as per market rate.





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

Signed, sealed and delivered by the

LAND-OWNERS at Kolkata in the presence of

Witnesses:

- 1. Gopal Banik
 Flatno. RR-2/C, Tarulia
 Punarbasan, P.O. New Toula
 P.S. New Toula, Key-102
- 2 Summer married Maskoupero, Harqueta, Kalkoba. 700186

कर यानगानगुर

(TARUBALA NASKAR)

Hestean Marken (BHASKAR NASKAR)

Bithelea Kaskan

(BITHIKA NASKAR)

LAND OWNERS

EXECUTED AND DELIVERY BY

the Developer above named at Kolkata in the presence of:

Ashima Construction -3mgo aron

(KARTICK MONDAL) Partner

Ashima Construction

TO BY THE RELIED

(ASHIMA MONDAL) Partner

Partners of M/S. ASHIMA CONSTRUCTION

DEVELOPER

Witnesses:

1. Gopal Banix

2. Surren monales.

Drafted by:

Regd. No.- F/183/19 Kol. City Civil Court

27/12/2024 ,Query No:-15042003207042 / 2024 Deed No :I-03074/2024. Document is digitally signed.





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





200	W & W. "	874 4 12	
E .	12 3	Detail	

GRN:

BRN:

192024250321947978

GRN Date:

18/12/2024 19:43:46

8991216277137

Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

MASKED 181220242032194796

Successful

Payment Mode:

SBI Epay

Bank/Gateway:

SBIePay Payment

Gateway

BRN Date:

18/12/2024 19:44:29 State Bank of India UPI

Method:

Payment Init. Date:

18/12/2024 19:43:46

2003207042/2/2024

Payment Ref. No:

Query No. * Query Year

Depositor Details

Depositor's Name:

Mr KARTICK MONDAL

Address:

2-3074/2024 MOHISHGOTE IST LANE KRISHNAPUR KOLKATA 700102

Mobile:

8981999990

EMail:

ashimaconstructionn@gmail.com

Period From (dd/mm/yyyy): 18/12/2024

Period To (dd/mm/yyyy):

18/12/2024

Payment Ref ID:

2003207042/2/2024

Dept Ref ID/DRN:

2003207042/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003207042/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	4920
2	2003207042/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

4941

IN WORDS:

FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

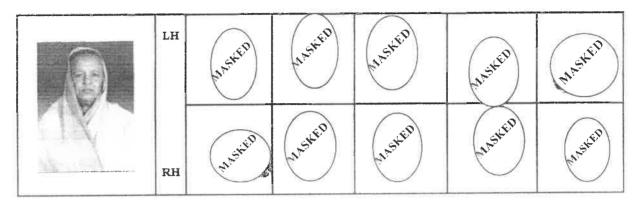




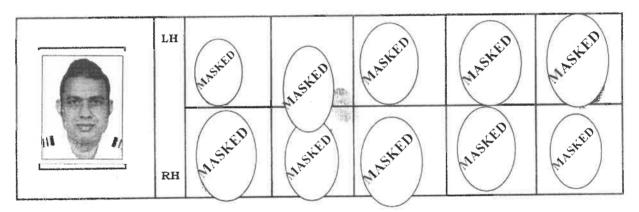
UNDER RULE 44A OF THE I.R. ACT 1908

L.H. BOX - SMALL TO THUMB PRINTS

R.H. BOX - THUMB TO SMALL PRINTS



ATTESTED: - 3 A Tom 1373



ATTESTED: Dela Marke

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	RH	ANSKED)	KARSKED .	RIASKEIN .	A ASKEID	KINGKED)

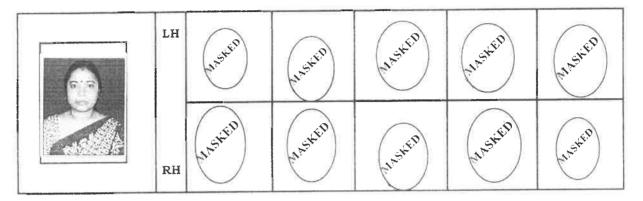
ATTESTED: Glankan Kaskan



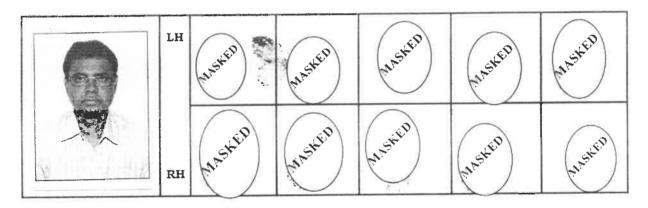
UNDER RULE 44A OF THE I.R. ACT 1908

L.H. BOX - SMALL TO THUMB PRINTS

R.H. BOX - THUMB TO SMALL PRINTS



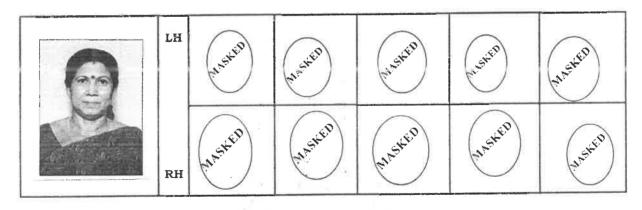
ATTESTED: Bithila Maskaz



ATTESTED :-

Ashima Construction

partner



ATTESTED :

Ashima Construction

Partner



Major Information of the Deed

Deed No:	I-1504-03074/2024	Date of Registration	19/12/2024			
Query No / Year 1504-2003207042/2024		Office where deed is registered				
Query Date 17/12/2024 8:14:05 PM		A.D.S.R. BIDHAN NAGAR, District: North 24- Parganas				
Applicant Name, Address & Other Details	SRIKANTA KUMAR JANA 1, B. T. ROAD, KAMARHATI,Tha BENGAL, PIN - 700058, Mobile N					
Transaction		Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]				
Set Forth value		Market Value				
Rs. 2/-		Rs. 13,91,250/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 5,020/- (Article:48(g))		Rs. 21/- (Article:E, E)				
Remarks	Received Rs. 50/- (FIFTY only area)	from the applicant for issuing	the assement slip.(Urban			

Land Details:

District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Polerait Road(Mahishbathan), Mouza: Thakdari, Jl No: 19, Pin Code: 700102

Sch No		Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
	LR-832 (RS ()	LR-489	Bastu	Bastu	11 Chatak	1/-	13,61,250/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
	Grand	Total:			1.1344Dec	1 /-	13,61,250 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sa Ft.	1/-	30.000/-	Structure Type: Structure
		1000 5	3 22 2 2 2 2		
	Gr. Floor, Area of flo Tiles Shed, Extent o				ge of Structure: 0Year, Roof Type



Land Lord Details:

lo	Name,Address,Photo,Finger p	orint and Signatur	re					
1	Name	Photo	Finger Print	Signature				
	Mrs TARUBALA NASKAR Wife of Late BISWANANDA NASKAR Executed by: Self, Date of Execution: 19/12/2024 , Admitted by: Self, Date of Admission: 19/12/2024 ,Place : Office		Captured	- 19 4-19 - C - 19 - 19 - 19 - 19 - 19 - 19 -				
		19/12/2024	LTI 19/12/2024	19/12/2024				
	P.S:-Baguiati, District:-North Caste: Hindu, Occupation: H ABxxxxxx3D, Aadhaar No: 6 Execution: 19/12/2024 , Admitted by: Self, Date of	n 24-Parganas, V ouse wife, Citize 1xxxxxxxx5422, Admission: 19/1	West Bengal, Inc en of: IndiaDate , Status :Individ .2/2024 ,Place :					
2	Name	Photo	Finger Print	Signature				
	Mr DIPANKAR NASKAR Son of Late BISWANANDA NASKAR Executed by: Self, Date of Execution: 19/12/2024 , Admitted by: Self, Date of Admission: 19/12/2024 ,Place : Office	7	Captured	Deforte Nortes				
	31,100	19/12/2024	LTI 19/12/2024	19/12/2024				
	VILL-THAKDARI,, City:- Not Specified, P.O:- NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3, PAN No.:: ACxxxxxx8M, Aadhaar No: 71xxxxxxxxx6055, Status:Individual, Executed by: Self, Date of Execution: 19/12/2024, Admitted by: Self, Date of Admission: 19/12/2024, Place: Office							
3	Name	Photo	Finger Print	Signature				
	Mr BHASKAR NASKAR Son of Late BISWANANDA NASKAR Executed by: Self, Date of Execution: 19/12/2024 , Admitted by: Self, Date of Admission: 19/12/2024 ,Place		Captured	Bharlan Nela				
	: Office			19/12/2024				
		19/12/2024	LTI 19/12/2024	131122024				



Name Photo **Finger Print** Signature Mrs BITHIKA NASKAR Daughter of Late BISWANANDA NASKAR Executed by: Self, Date of Pittille Wisher Execution: 19/12/2024 . Admitted by: Self, Date of Admission: 19/12/2024 ,Place : Office 19/12/2024 LTI 19/12/2024 19/12/2024

DC 81, NARAYANTALA WEST, City: - Not Specified, P.O: - DESHBANDHUNAGAR, P.S: -Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX5, PAN No.:: AGxxxxxx7F, Aadhaar No: 48xxxxxxxx6574, Status:Individual, Executed by: Self, Date of Execution: 19/12/2024

, Admitted by: Self, Date of Admission: 19/12/2024 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	ASHIMA CONSTRUCTION
'	MAHISGOTE, 1ST LANE, City:- Not Specified, P.O:- KRISHNAPUR, P.S:-New Town, District:-North 24-
	Parganas, West Bengal, India, PIN:- 700102 Date of Incorporation:XX-XX-2XX4, PAN No.:: ACxxxxxx6H,Aadhaar
	No Not Provided by UIDAL Status Organization, Executed by Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	Mr KARTICK MONDAL (Presentant) Son of Late ANANTA MONDAL Date of Execution - 19/12/2024, , Admitted by: Self, Date of Admission: 19/12/2024, Place of Admission of Execution: Office		Captured	mangapun sagar
-		Dec 19 2024 1:02PM	LTI 19/12/2024	19/12/2024
	Parganas, West Bengal, India	, PIN:- 700102, S	ex: Male, By Cast	UR, P.S:-New Town, District:-North 2 te: Hindu, Occupation: Business, x1D, Aadhaar No: 82xxxxxxxx8908

Status: Representative, Representative of: ASHIMA CONSTRUCTION (as PARTNERS)

2 Name	Photo	Finger Print	Signature
Mrs ASHIMA MONDAL Wife of Mr KARTICK MONDAL Date of Execution - 19/12/2024, , Admitted by: Self, Date of Admission: 19/12/2024, Place of Admission of Execution: Office		Captured	To for settler
	Dec 19 2024 1:03PM	LTI 19/12/2024	19/12/2024



,MAHISGOTE 1ST LANE, City:- Not Specified, P.O:- KRISHNAPUR, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700102, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2, PAN No.:: EAxxxxxx4M, Aadhaar No: 21xxxxxxxx9838 Status: Representative, Representative of: ASHIMA CONSTRUCTION (as PARTNERS)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SUMAN MONDAL Son of Mr GANGA MONDAL NASKARPARA, City:- Not Specified, P.O:- HATGACHA, P.S:-Kolkata Leather Camp, District:-South 24-Parganas, West Bengal, India, PIN:- 700156		Captured	The reserve we will the
	19/12/2024	19/12/2024	19/12/2024

Identifier Of Mrs TARUBALA NASKAR, Mr DIPANKAR NASKAR, Mr BHASKAR NASKAR, Mrs BITHIKA NASKAR, Mr KARTICK MONDAL, Mrs ASHIMA MONDAL

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mrs TARUBALA NASKAR	ASHIMA CONSTRUCTION-0.283594 Dec
2	Mr DIPANKAR NASKAR	ASHIMA CONSTRUCTION-0.283594 Dec
3	Mr BHASKAR NASKAR	ASHIMA CONSTRUCTION-0.283594 Dec
4	Mrs BITHIKA NASKAR	ASHIMA CONSTRUCTION-0.283594 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mrs TARUBALA NASKAR	ASHIMA CONSTRUCTION-25.00000000 Sq Ft
2	Mr DIPANKAR NASKAR	ASHIMA CONSTRUCTION-25.00000000 Sq Ft
3	Mr BHASKAR NASKAR	ASHIMA CONSTRUCTION-25.00000000 Sq Ft
4	Mrs BITHIKA NASKAR	ASHIMA CONSTRUCTION-25.00000000 Sq Ft

Land Details as per Land Record

District. North 24-Parganas, P.S.- East Bidhannagar, Municipality. BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Polerait Road(Mahishbathan), Mouza: Thakdari, JI No: 19, Pin Code: 700102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 832, LR Khatian No:- 489	Owner:বিষান্দ নছর, Gurdian:বিলোদবিহারী নছর, Address:থাক্দাজি পো:-ক্ষণুন কোলক্ডো-৩০, Clássification:বালু, Area:0.01000000 Acre,	Mrs TARUBALA NASKAR



Endorsement For Deed Number : 1 - 150403074 / 2024

On 19-12-2024

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

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

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

Presented for registration at 12:53 hrs on 19-12-2024, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr KARTICK MONDAL ..

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 13.91.250/-

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

Execution is admitted on 19/12/2024 by 1. Mrs TARUBALA NASKAR, Wife of Late BISWANANDA NASKAR, F-3, ADARSHA CO-OPERATIVE, PURBA NARAYANTALA, P.O: ASWINI NAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession House wife, 2. Mr DIPANKAR NASKAR, Son of Late BISWANANDA NASKAR, VILL-THAKDARI,, P.O: NEW TOWN, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by Profession Service, 3. Mr BHASKAR NASKAR, Son of Late BISWANANDA NASKAR, F-3, ADARSHA CO-OPERATIVE, PURBA NARAYANTALA,, P.O: ASWINI NAGAR. Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Business, 4. Mrs BITHIKA NASKAR, Daughter of Late BISWANANDA NASKAR, DC 81, NARAYANTALA WEST, P.O: DESHBANDHUNAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession House wife

Indetified by Mr SUMAN MONDAL, , , Son of Mr GANGA MONDAL, NASKARPARA, P.O: HATGACHA, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by profession Service

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

Execution is admitted on 19-12-2024 by Mr KARTICK MONDAL, PARTNERS, ASHIMA CONSTRUCTION (Partnership Firm). MAHISGOTE, 1ST LANE, City:- Not Specified, P.O:- KRISHNAPUR, P.S:-New Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr SUMAN MONDAL, , , Son of Mr GANGA MONDAL, NASKARPARA, P.O. HATGACHA, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by profession Service

Execution is admitted on 19-12-2024 by Mrs ASHIMA MONDAL, PARTNERS, ASHIMA CONSTRUCTION (Partnership Firm), MAHISGOTE, 1ST LANE, City:- Not Specified, P.O:- KRISHNAPUR, P.S:-New Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr SUMAN MONDAL, , , Son of Mr GANGA MONDAL, NASKARPARA, P.O: HATGACHA, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by profession Service

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/12/2024 7:44PM with Govt. Ref. No: 192024250321947978 on 18-12-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 8991216277137 on 18-12-2024, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 181546, Amount: Rs.100.00/-, Date of Purchase: 19/11/2024, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/12/2024 7:44PM with Govt. Ref. No: 192024250321947978 on 18-12-2024, Amount Rs: 4,920/-, Bank: SBI EPay (SBIePay), Ref. No. 8991216277137 on 18-12-2024, Head of Account 0030-02-103-003-02

Andrila.

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2024, Page from 123794 to 123822
being No 150403074 for the year 2024.



Johnson.

Digitally signed by SUKANYA TALUKDAR Date: 2024.12.27 13:44:27 +05:30 Reason: Digital Signing of Deed.

(Sukanya Talukdar) 27/12/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.



