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ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

Certified that the Document is admitted to Registration. The signature sheet and the endorsement sheets attached with this document are the part of this document.

Additional Registrar of Assurances-II, Kolkata

PROPERTY 360

Proprietor

PROPERTY 360

22 SEP 2023

DEVELOPMENT AGREEMENT

This agreement is made on this ....22nd.... day of September, Two Thousand and Twenty-Three BETWEEN

Parshupati Mallick

9726

14 JUL 2023

No..... ₹10/- Date.....

Name: ..... Abhijit Sinha
Advocate
High Court Calcutta

Address: .....

Vendor : .....
Alipore Collectorate 24 Pgs (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

Identified by me:
Abhijit Sinha
Adv.
High Court at Calcutta.
WB 551/1998

CALCUTTA

22 SEP 2023

THE OWNERS

1. **Sri Pashupati Mallick,** son of Late Priyanath Mullick, an Indian, by faith Hindu, by Profession- Others, having Permanent Account No. **AENPM6335D** and Aadhaar Number: **760320947895** residing at 9, Block No. C, Noapara, Mullick Bagan, Post:- Haliara, P.S.: Eco Park, Kolkata: 700157, **and also at 28/A Balaram Ghosh Street, Post: Shyambazar, P.S.: Shyampukur, Kolkata:700004** State: West Bengal, Country: India;
2. **Smt. Sulekha Roy** wife of Syamal Kumar Roy, daughter of Late Priyanath Mullick, an Indian, by faith Hindu, by Profession- Others, having Permanent Account No. **AHLPR4598Q** and Aadhaar Number: **809551912185** residing at B-13/92, Flat-L, Urbashi Apartment, Kalyani, District: Nadia, Pin:741235 State: West Bengal, Country: India;

hereinafter jointly and collectively called and referred to as the **"Owners"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors in office and nominees) Parties of the **First Part.**

AND THE DEVELOPER

PROPERTY 360, a proprietorship company having its registered office at Module No. 307, Street No. 360, 3rd Floor, Webel IT Park (Phase I), Action Area 1-D, Police Station – Newtown, Kolkata, West Bengal, Pin – 700160, being represented by its sole proprietor **Sri Prithwiraj Das** son of Sri Pratap Chandra Das, having Permanent Account No.: **AFWPD3020Q and Aadhaar Number: 542306687740** nationality Indian, by religion Hindu, by occupation business, residing at Sankalpa–II, Tower–6, Flat No. 14 + 15 F, Action Area–1, Police Station - New Town, Kolkata, West Bengal, Pin– 700156 hereinafter called and referred to as the **DEVELOPER,** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successor-in-office, administrators, legal representatives and assigns) of the **SECOND PART.**

PROPERTY 360

Proprietor

T-H-E P-R-O-P-E-R-T-Y

ALL THAT piece and parcel of Land measuring more or less 06 Cottahs 02 Chittaks 40 Square Feet comprised in C.S. Dag 208 under C.S. Khatian No. 70, corresponding R.S. Dag No. 212 under R.S. Khatian No. 126, corresponding L.R. Dag No. 212 presently under L.R. Khatian No. 3046 and 3047,, Revenue Survey No. 119, J.L. No. 11, Touzi No. 2998, Mouza: Noapara, PS: Eco Park , District: North 24-Parganas, under Bidhannagar Municipal Corporation, Ward No. 12, Assessee No. 200331155418, holding no. 293/06/1692 Mallick Bagan

Pashupati Mallick Sulekha Roy

(Noapara), Post Office: Hatiara, Kolkata:700157 morefully and particularly described in the **SCHEDULE** hereinunder shall be the subject matter of the instant Memorandum of Understanding;

R-E-C-I-T-A-L

1. Originally Provabati Dasi was the Original Owner of All that piece and parcel of Land measuring about **13 Bigha 08 Cottahs 00 Chittaks** being part or portion of C.S. Dag 207, 208 and 211 under C.S. Khatian No. 70 and Land measuring **18 Cottahs 00 Chittaks** being part or portion of C.S. Dag 207 under C.S. Khatian No. 52 lying and situate at West Bengal, Dist.: North 24 Parganas, Sub Division: Barasat, Block: Rajarhat, Police Station: Rajarhat, Mouza: Noapara, J. L No. - 11, Revenue Survey No. - 119, Touzi No. – 2998.
2. After death of Provabati Dasi and his husband their three sons Preonath alias Priyanath Mullick, Rabindra Nath Mullick and Gopinath Mullick became Owners of the above-mentioned Property.
3. While absolutely seized and possessed the aforesaid property jointly, the aforesaid Owners felt difficulties to seized and enjoy the aforesaid property jointly and/or in ejmali. Because of that Preonath alias Priyanath Mullick was instituted a Title Suit being Title Suit No. 92 of 1957 against Rabindra Nath Mullick and Gopinath Mullick inter alia praying for a decree of partition by metes and bounds. The Learned Court of 2nd Subordinate Judge at Alipore (undivided jurisdiction of 24 Parganas) was pleased to pass a Preliminary Decree on contest declaring inter alia that said Preonath alias Priyanath Mullick has an equal one third share in the suit property and further pleased to grant the liberty to apply for appointment of a Commissioner of Partition in default of an amicable partition.
4. However, a registered Deed of Partition dated 26" February, 1968 was executed amicably among the Rabindra Nath Mullick, Preonath alias Priyanath Mullick and Gopi Nath Mulick which was registered in the Office of Sub-Register at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 23, pages from 210 to 217, being No. 1546 for the year 1968.
5. In terms of the said Deed of Partition dated 26" February, 1968, the said Preonath alias Priyanath Mullick was allotted Plot No.-2 and became owner of Danga and Bagan Land measuring more or less 4 Bigha 10 Cottahs 08 Chittaks comprised in C.S. Dag 208 & 207 under C.S. Khatian No. 70 & 52, corresponding R.S. Dag No. 212 & 211 under R S. Khatian No. 126, corresponding L.R. Dag No. 212 & 211 under L.R. Khatian No. 271 since then he has been in possession the same uninterruptedly by doing acts of ownership and paying taxes thereto regularly.
6. By virtue of a Deed of Gift said Preonath Mullick alias Priyanath Mullick gifted, transferred and conveyed his right, title and interest of Land measuring more or less 07 Cottahs 07 Chittaks 27 Square Feet in favour of his younger son namely Sri Pashupati Mallick by executing a registered Deed of Gift dated 16" August, 2000 in Bengali language which was registered in the Office of Additional District Sub-Registrar at Bidhannagar

Pashupati Mallick

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

GRN Details

GRN:	192023240230522008	**Payment Mode:**	SBI Epay
GRN Date:	22/09/2023 01:28:10	**Bank/Gateway:**	SBIePay Payment Gateway
BRN :	3252930797415	**BRN Date:**	22/09/2023 01:29:12
Gateway Ref ID:	202426513190575	**Method:**	State Bank of India New PG DC
GRIPS Payment ID:	220920232023052199	**Payment Init. Date:**	22/09/2023 01:28:10
Payment Status:	Successful	**Payment Ref. No:**	2002245931/5/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Prithwiraj Das
Address:	14 and 15 F Tower 6 Sankalpa 2 AA 1 Newtown Kolkata Pin 700156
Mobile:	9836141116
EMail:	agpd2018@gmail.com
Period From (dd/mm/yyyy):	22/09/2023
Period To (dd/mm/yyyy):	22/09/2023
Payment Ref ID:	2002245931/5/2023
Dept Ref ID/DRN:	2002245931/5/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002245931/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	20010
2	2002245931/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	**20031**

IN WORDS: **TWENTY THOUSAND THIRTY ONE ONLY.**

(Salt Lake City), North 24 Parganas and recorded in Book No I, Volume No. 128, pages from 135 to 144, being No. 5102 for the year 2000.

7. By virtue of a Deed of Gift said Preonath Mullick alias Priyanath Mullick gifted, transferred and conveyed his right, title and interest of Land measuring more or less 07 Cottahs 07 Chittaks 27 Square Feet in favour of his grandson namely Sri Sayantan Mullick by executing a registered Deed of Gift dated 16" August, 2000 in Bengali language which was registered in the Office of Additional District Sub-Registrar at Bidhannagar (Salt Lake City), North 24 Parganas and recorded in Book No I, Volume No. 128, pages from 145 to 154, being No. 5103 for the year 2000.

8. After the execution of both the concurrent deeds of gift, remaining Danga Lard measuring more or less 06 Cottahs 02 Chittaks 40 Square Feet comprised in C.S. Dag 208 under C.S. Khatian No. 70, corresponding R.S. Dag No. 212 under R.S. Khatian No. 126, corresponding L.R. Dag No. 212 presently under L.R. Khatian No. 3046 and 3047, Revenue Survey No. 119, J.L. No. 11, Touzi No. 2998, Mouza: Noapara, PS: Eco Park , District: North 24-Parganas, under Bidhannagar Municipal Corporation, Ward No. 12, holding no. 293/06/1692 Mallick Bagan (Noapara), Post Office: Hatiara, Kolkata:700157 was kept with the original owner Preonath Mullick alias Priyanath Mullick and he mutated his name in the records of Bidhannagar Municipal Corporation vide Assessee No. 200331155418. It is stated in unambiguous in both the said Deed of Gifts dated 16" August, 2000 that the wife of Preonath alias Priyanath Mullick was predeceased him, his only daughter namely Smt. Sulekha Mullick nee Roy got married and is living her conjugal life satisfactorily and the elder son of Preonath alias Priyanath Mullick namely Kedarnath Mullick was mentally challenged since birth and taken care of by the younger son Sri Pashupati Mallick. However, it is pertinent to mention herein that the elder son of Preonath alias Priyanath Mullick died intestate unmarried on 21" September, 2004 and subsequently Preonath alias Priyanath Mullick died intestate on 29" December, 2017.

9. Thereafter being the only first-class heirs of deceased Preonath alias Priyanath Mullick namely Sri Pashupati Mallick and Smt. Sulekha Mullick nee Roy became the jointly Owner/s of the Lard measuring more or less 06 Cottahs 02 Chittaks 40 Square Feet comprised in C.S. Dag 208 under C.S. Khatian No. 70, corresponding R.S. Dag No. 212 under R.S. Khatian No. 126, corresponding L.R. Dag No. 212 presently under L.R. Khatian No. 3046 and 3047, Revenue Survey No. 119, J.L. No. 11, Touzi No. 2998, Mouza: Noapara, PS: Eco Park , District: North 24-Parganas, under Bidhannagar Municipal Corporation, Ward No. 12, Assessee No. 200331155418, holding no. 293/06/1692 Mallick Bagan (Noapara), Post Office: Hatiara, Kolkata:700157 herein after called and referred to as the **"Said Property"**.

10. As recital above Sri Pashupati Mallick and Smt. Sulekha Mullick nee Roy herein became the jointly Owner/s of the **"Said Property"** and since then he is in possession the same uninterruptedly by doing all acts of Ownership and paying taxes thereto.

PROPERTY 360
Proprietor

Pashupati Mallick Sulekha

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11. The Owner/s herein expressed its intension to Develop the "Said Property". Before execution of this Agreement, the Owner/s have represented and assure to the Developer as follows:

a. The Owner/s confirm and declare that the land being the "Said Property" more particularly described in the schedule hereunder written is collectively owned and possessed by the Land Owner.

b. The Owner/s confirm and declare that "Said Property" is free from all encumbrances and doubts.

c. The Owner/s confirm and declare that "Said Property" collectively owned and possessed by the Owner/s with a clear and marketable title and free from all charges and encumbrances for the said consideration and on the terms and conditions contained herein.

d. That the Owner/s in the manner as aforesaid is entitled to the "Said Property" with clear and marketable title, free from all encumbrances, and no other person or persons has or have any right, title, interest, claim or demand of any nature whatsoever into or upon the same by way of sale, mortgage, lease, exchange, gift, possession, inheritance succession, maintenance, leave and license basis, caretaker basis, right of way, easement right, benami, guarantee, partnership, financier, developer, project consultant, organizer, trust, tenant or otherwise.

e. There is/are no other person or persons who has or have any right, title, interest, claim or demand of any nature whatsoever into or upon the "Said Property" or any part thereof by way of sale, mortgage, lease, exchange, gift, possession, inheritance, succession, maintenance, leave and license basis, caretaker basis, as tenant, right of way, easement right, benami guarantee, partnership, financier, developer, project consultant, organizer, trust or otherwise.

f. That the "Said Property" is not the subject matter of any litigation nor is attached in execution of any decrees and that no acquisition proceedings are pending before any authority whatsoever in respect thereof.

g. That no notice from any public body or authority or any notice under any law has been received or served upon the Owner/s or any predecessors – in –title in respect of the said Land, which would prevent the Owner/s from Developing of the said Land.

h. That there is no injunction or any other Order from any Court, Tribunal, Collector, Revenue Authority, Urban Development Authority, or any direct or indirect Taxation Authority for any taxes or dues on account whereof the Owner/s are disentitled to or restrained from Developing.

i. The Owner/s hereby develop the "Said Property" with clear and marketable title, free from all encumbrances whatsoever, with actual, physical, vacant and peaceful possession of the "Said Property" in accordance with the representation and warranties contained herein.

j. That the Owner/s have not received any notice from Government, Central or State or from Local Authority or from local body, either under

the Epidemic Disease Act, Land Acquisition Act, 1884 or under any other enactment or ordinance for acquisition, requisition or otherwise in respect of the "Said Property" or part thereof.

12. Said the Owner/s have had expressed its intention, interest and consented for development of the Schedule-"A" property and construction thereon a Multi-storied building as per Building Plan to be sanction by the Bidhannagar Municipal Corporation and came in contact with **the above mentioned Developer** and Proprietor/Partners/Directors of the Developer is/are agreed to develop the Schedule-"A" property and construct thereon a Multi-storied building as per plan to be prepared by the Developer in the name of the Owner/s and sanctioned at its/his/her/their cost.
13. Owner/s is/are now agreed to execute Development Agreement along with Power of Attorney in respect of the "Said Property" under the following terms and conditions which is free from all encumbrances.
14. Relying on the aforesaid representation and believe the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid properties on the terms and conditions as contained hereinafter appearing.

PART OF THIS AGREEMENT

1. Title of Owners and Ownership.
2. Master Plan to be sanctioned by the Bidhannagar Municipal Corporation of the Multistoried Building.
3. All other relevant Papers of the Premises.
4. All other agreement and/or agreements will be executed by and between the Developer and Owners.

S-P-E-C-I-F-I--C C-O-N-D-I-T-I-O-N

1. Owners are fully liable, if any dispute arise among the Owners and also other Owners any time after execution of Development Agreements till issue of Completion Certificate of the Multistoried Building, on that occasion all Owners of this presents will be liable to return money all expenses incurred by the Developer for pre-construction and Post construction i.e. all up to date construction cost and losses along with bank interest will be calculated from the date of execution of Development Agreement, within Fifteen Days from the date of issuing notice by the Developer.
2. The Developer and Owner/s will pay **GST** as per CGST Act, 2017.

G-E-N-E-R-A-L

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE - I

DEFINATIONS

I. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:

Parshupati Mallick Anilesh Ray

1. **"The Owner/s"**: shall mean the Owner/s above named for the time being and their heirs, executors, administrators, successors, legal representatives, nominees and assigns.

2. **"The Developer"**: shall mean the Developer above named and its partners for the time being and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.

3. **"The Holding"**: shall mean all that part of the **holding no. 293/06/1692 Mallick Bagan (Noapara), Post Office: Hatiara, Kolkata:700157** West Bengal and/or the premises after amalgamation will stand.

4. **"The Land":** shall mean Land measuring more or less 06 Cottahs 02 Chittaks 40 Square Feet comprised in C.S. Dag 208 under C.S. Khatian No. 70, corresponding R.S. Dag No. 212 under R.S. Khatian No. 126, corresponding L.R. Dag No. 212 presently under L.R. Khatian No. 3046 and 3047, Revenue Survey No. 119, J.L. No. 11, Touzi No. 2998, Mouza: Noapara, PS: Eco Park , District: North 24-Parganas, under Bidhannagar Municipal Corporation, Ward No. 12, Assessee No. 200331155418, holding no. 293/06/1692 Mallick Bagan (Noapara), Post Office: Hatiara, Kolkata:700157 fully described here under the **Schedule-"A"** hereto on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Bidhannagar Municipal Corporation.

5. **"The Architect"** shall mean such Architect or firm of Architects whom the Developer may, from time to time appoint as Architect for the new building.

6. **"The Building Plan":** shall mean the map or plan to be sanction by the Bidhannagar Municipal Corporation or revised and/or modified building plan as to be sanctioned in respect of the said premises and shall also wherever the context permits, includes such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect including variations /modification therein if any.

7. **"The New Building":** shall mean the Multi Storied building to be constructed as per sanctioned building plan to be obtained from The Bidhannagar Municipal Corporation on the premises by the Developer in pursuance hereof on the land described hereinabove.

8. **Built-Up Area:** -Shall mean according to its contexts, the plinth area of the flat including the bathrooms and balconies and also thickness of internal wall, pillars and outer walls (But 50% of such internal walls, which are common between two flats) together with the proportionate share of area of staircase & staircase landing of the floor on which the said flat is located in the Building or all the flats of the Building together with total staircase & staircase landing area of the Building as the context permits.

9. **The Super Built-Up Area Or Super Built-Up, Area of An Unit:-** Shall mean according to its contexts, built-up area of the flat together with its proportionate share common portion and areas as defined herein in respect

Parshupati Mallick Sulekha Roy

of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Built-up Area, irrespective of actual measurement of the proportionate share of the common portion and areas being more or less. However, the Super Built up area of Owner's Allocation and Developer's Allocation shall be calculated in the same manner.

10. **Common Areas:-** Shall mean and include the passage, ways, stairways, gates, common lavatory, all rain water pipes, sewerage, fittings, fixtures, manholes pit, gullies, roof, municipal filtered water connection and pipe lines water pump and overhead tank, underground reservoir, fences, boundary wall, courtyard, WBSEDCL Electric connection, electric supply to the common areas facilities, electrical fixtures in the common areas, main switches, electric room, interior walls and other facilities, which will be provided by the Developer from time to time.

11. **Saleable Space:-** shall mean the space in the new Buildings available for independent use and occupation by the Developer after making due providing common facilities and space required thereof and after providing the owner's allocation.

12. **Transfer:-** with the geometrical variations shall include transfer by possession & by any other means adopted for effecting what is understood as a transfer of space in multi-storied Building to purchase thereof although the same may not amount to a transfer in law without causing in a manner in convenience or disturbance to the Owner/s.

13. **Transferee:-** shall mean a person, firm, limited company, association of persons, H.U.F to whom any space in the Building will be transfer.

14. "**Time**": the building shall be completed within **42 months** from the date of signing this Agreement and/or from the date of clear vacant peaceful possession to be given by the Owner to be Developer whichever is later otherwise the owner/s has the option to impose a penalty of Rs 25000/- per month till possession.

15. **Words:** Importing singular shall include plural and vice-versa, the words importing masculine gender shall include famine and vice-versa.

16. **Consideration:** In consideration of the Owner having agreed to permit the Developer to commercially exploit the said property and to construct erect and build a new Building in accordance with the Plan, which will be sanctioned and in accordance with the specification and materials description of which are stated in details in below mentioned schedule hereunder written.

17. "**The Owner's Allocation**":Shall mean on completion of the proposed multi storied building the owners shall be entitled to get in first instance 50% out of the total sanctioned saleable area of the proposed building TOGETHER WITH all rights of facilities and amenities within common areas and proportionate share in the lard comprising the said proposed multi-storied building. of the proposed Building in finished and habitable condition.

PROPERTY 360

PROPERTY 360

Proprietor

Parshupati Mukherjee

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INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the structure including all common areas and facilities or advantages.

TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard, more fully and particularly mentioned and described in the **Schedule-"B"** hereunder written.

18. **"The Developer's Allocation"**: Developer's Allocation shall mean upon completion of construction of the new proposed Multistoried building the Developer herein shall be entitled 50% of the sanctioned saleable area together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building. All the said allocated portion of sanctioned area shall absolutely being to the developer including the absolute right in the part of the developer for sale, transfer lease or in any part with deal with the same and the proportionate ownership of the roof shall always remain with the Developer/Second Party thereof in accordance to the law relating thereto and also all **except Owner's Allocation** (Owner's Allocation fully mentioned in the Schedule-"B" here under written) of the New Building including the moiety share of the common areas, spaces, utilities, amenities and facilities in the New Building.

INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the structure including all common areas and facilities or advantages.

TOGETHER WITH right to deal with, dispose of or alienate the Developer's Allocation independently without any claim, demand or objection from the Owner in this regard. **ALSO**, except the Owner/s' allocation, all Flats, Car Parking Spaces, Office Space, Godown and other spaces will be treated as Developer's allocation with undivided proportionate share of land of the said proposed Building mention herein Schedule- **"A"**. The Developer shall have right to enter into an Agreement for Sale for any type of transfer, lease or in any way of deed with the same as the absolute Owner/s thereof in the manner hereinafter provided. The Developer's allocation is mentioned in **Schedule: "C"** hereunder written.

19. **"Common Expenses"**: shall mean and include all expenses to be incurred by the Unit/Owner/s for the management and maintenance of the building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owner/s.

20. **"Common Portions, Facilities & Amenities"**: shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including, staircases, lobbies, the ultimate roof,

Pashupati Mallick

passages, path ways, boundary walls, durwan's room and other facilities which may be mutually agreed upon and between the parties as required or the establishment location enjoyment provisions, maintenance and/or management of the building.

21. **"Saleable Space"**: shall mean the space in the building available for independent use and occupation after making due provision for Owner's Allocation and common and the space required therefore.

22. **"Project"**: shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises be completed and possession of the completed Units is taken over by the Unit Owner/s.

23. **"Proportionate Share"**: with all its cognate variations shall mean such ratio, the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.

24. **"Unit"**: shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owner/s and which is not the common portions.

25. **"Unit Owner/s"**: shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owner/s and the Developer, for the Units held by them, from time to time.

26. **"Society"**: shall mean the Society or Associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses.

27. **"Specifications"**: shall mean the specifications for completing the new building as stated in the Schedule-" D" hereto.

28. **"The Title Deed": shall** mean all the Deeds and documents referred to hereinabove in the recital in respect of "the Said Property".

29. **"Advocate"**: to the project shall mean **Sri Abhijit Sinha**, Advocate, High Court at Calcutta having contact No. 9734869823 as an Advocate and he is appointed by the Developer.

II. THE OWNER/S HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:-

1. That the Owner/s absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises mentioned hereinabove.
2. That the right title and interest of the Owner/s in the said Premises mentioned hereinabove is free from all encumbrances and Owner/s have a marketable title to the same.

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3. That the entirety of the said Premises mentioned hereinabove save are in actual, has and physical possession of the Owner/s, save and except as aforesaid.
4. That the Owner/s have not received any notice for acquisition or requisition of the said Premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
5. Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax, Revenue or any other Public Demand.
6. That the Owner/s have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said Premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.
7. That the Owner/s is not aware of any impediment affecting the said Premises mentioned hereinabove whereby they are in any way barred from entering into this Agreement.
8 That the Owner/s is fully and sufficiently entitled to deal with, develop and/or dispose off proportionate share of the said Premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE – II

COMMENCEMENT

2. This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "Force Majure".

2.1. This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owner's Allocation as per terms and conditions of these presents.

2.2. That the Parties hereto shall not be considered liable for any obligations hereunder to the ' extent that the performance for the relative obligation prevented by the existence of force majeure and shall be suspended from the obligation during the duration of the force majeure.

2.3. Force majeure shall mean Pandemic, Epidemic, floods, earthquake, riot, war, storm, tempest civil commotion, strikes, locks out and or any other act or commission beyond the control of the parties hereto.

ARTICLE: "III"

(CONSTRUCTION)

3.1. In consideration of the Owner/s having agreed to permit the Developer to commercially develop the **Schedule: "A"** premises by construction, creating and Building, the Developer has agreed to allocate the Owners' allocation/ constructed space in the said property together with the proportionate undivided share in the common parts, facilities and land which shall hereinafter called as the Owners' allocation, which is mentioned in **Schedule: "B"** hereunder written.

3.2. That the said Owners' allocation shall be constructed and completed with good standard materials specially the steel bars of different diameter,

ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLKATA

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cement, electrical, sanitary and plumbing items must be of ISI and the said Building will be decent one and shall contain all other amenities which are normally provided in a decent residential Flat.

ARTICLE: "IV"
(PROCEDURE)

4.1 That the Owner/s shall grant to the Developer and/or its Partners a Registered Power of Attorney as may be required for the purpose of execution of sale Deed, obtaining necessary permission and approvals from the different authorities in connection with the construction of the Building.

4.2 That before submission of proposed building Plan for sanctioning from the competent Authority of Bidhannagar Municipal Corporation, Owner's proposal has to be obtained and a copy of sanctioned building plan has to be handed over to the Owners for future reference.

4.3 That after sanctioning building plan from the competent Authority of Bidhannagar Municipal Corporation, Developer shall produce the said Sanctioned Building Plan before the Owner/s for demarcation of Owner's Allocation. After finalization of demarcation of Owner's Allocation as well as Developer's Allocation that will be entered in a separate Agreement between the Owner's and Developer to meet up the future dispute regarding Allocation between the Owner/s and Developer.

4.4 That the Developer shall sell and transfer the undivided proportionate share of land underneath the building comprised in the portion of the said Flat retaining itself undivided proportionate share in the land underneath the building attributed to the Owners' allocation to the Owner/s as mentioned in **Schedule: "B"** hereunder written.

4.5 That the Developer shall give the possession in a habitable condition to the Owner/s herein and to the Buyers. The Developer will not be liable or responsible in anyway if the Owner/s do not take possession after complete of the Flats (Owners' allocations) within 30 days.

4.6 That after handing over Owner's Allocation, Developer and/or its Partners shall execute Deed of Sale as Constituted Attorney of the Owner/s for the Developer's allocation and the Owner/s shall have no right to execute any Deed of Transfer for the Developer's allocation without Developer's consent as may require.

4.7 All men and machinery and materials will be supplied by the Developer at its own costs and expenses and by the Supplier nominated by the Developer.

4.8 All the materials e.g. electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all materials relating to the construction will be supplied by the Developer at its own sweet will from the Supplier of the Developer and the Owner/s cannot raise any objection for the same.

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4.9 That the Developer shall negotiate the terms and conditions with the intending Purchaser/s for the sale of Flat of the Developer's allocation portion and shall receive and power to en-cash the entire consideration money from the intending Purchasers of the said Flats and shall discharge the money receipt for the same as a Constituted Attorney for the Owner/s in respect of the flats and undivided share of land.

4.10 By virtue thereof as Constituted Attorney of the Owner's, Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owners' allocation with its satisfaction with the possession letter and letter of acceptance. The building completion certificate will be obtaining from the Bidhannagar Municipal Corporation and the cost will be borne by the Developer herein. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owner/s in respect of the Developer allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Land Owner/s on any account and under any circumstances whatsoever.

4.11 All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Land Owner/s cannot raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

4.12 That the Developer shall negotiate the terms and conditions with the intending purchaser(s) for the flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending purchaser of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchaser for the Developer allocation in the said premises and the Owner/s shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same

4.13 The Land Owner/s shall grant a Power of Attorney to the Developer appointing them as his Attorney to negotiate with terms and conditions with the intending Purchaser, to collect consideration either in part or in full in respect of the Developer allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocation portion.

4.14 The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer Shall Remain obliged to hand over to the Land Owner/s a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over

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to the Developer by the Owner/s as and when required. No Adjustment on the Land Owners' allocation shall be allowed on any account whatsoever.

ARTICLE: "V"

(POSSESSION & CONSTRUCTION)

5.1 That, the Owner/s this day make over and deliver vacant possession of the **Schedule: "A"** property for the purpose of construction and shall allow the Developer and its men and agents, mason to enter into the said property for the purpose of construction and for the other purpose which are required for the construction of the Building and the Developer shall be in possession of the said property till completion of the building and/or handing over the Flat to the respective Purchasers.

5.2 The Owner/s shall give quiet, peaceful and unencumbered possession of the previously mentioned premises to the Developer simultaneously with the execution of this agreement enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed Building plan.

5.3 The Developer shall complete the construction of the building positively within specified period mentioned above and shall hand over Owners' allocation by the Developer with the arrangements and other accessories as per specification given details in Schedule- 'F' below.

5.4 The Developer shall on completion of the proposed new Building put Owner/s in undisputed possession of the Owner's allocation and the Owner/s shall enjoy the said Owners' allocation together with all rights in common to the common portions as absolute Owner/s thereof.

5.5 The Developer shall be exclusively entitled to the Developer allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the Owner/s and the Owner/s shall not any interfere with or disturb the quire and peaceful possession of the Developer allocation. The Developer shall only transfer by way of proper deed of conveyance either in favour of the partners or in favour of the nominee/ nominees of the Developer or purchasers the undivided share of the land excepting the proportionate share of land of the Owner/s.

5.6 In so far as necessary all detailing by the Developer in respect of the proposed new Building shall be in name of the Owner/s for which purpose the Owner/s undertake to give a power of attorney to the Developer and/or its Partners in a form and manner reasonably required by the Developer. It being understood however such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owner/s nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

5.7 That the Developer shall execute the deed of conveyance in favour of the purchasers or its nominee in respect of the part or parts of the proposed new Building as shall be required by the promoter all costs and all expenses in that behalf will be borne paid by the Developer.

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ARTICLE: "VI"
(OWNERS' INDEMNITY)

6.1. That the Owner/s hereby undertake that the Developer shall be entitled to the said construction and shall enjoy the allocate share without any interference and/or disturbance provided the Developer perform and fulfils all the terms and conditions herein contained and/or its part to be observed and performed. The Owner/s shall have to hand over the original deed and last tax bill to the Developer for the necessary documents and paper works of the projects with proper receipt and paid all services Taxes.

6.2 The Owner/s hereby agree and 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 portion of the Developer allocation portion in the building or of the said property save and except the right of land.

6.3 The Owner/s hereby agree and covenant with the Developer not to let out grant, lease mortgage and/or charges the allocated portion of the Developer in the super built up construction but shall have all right to let out grant, lease, mortgage and/or charges her allocated portion to any person's, company/s, save and except the Owners' allocation. The Developer also shall not have any right to let grant, lease, mortgage and/or charges the allocated super built up area of the Owner/s but shall have all right to let out grant, lease, booking money etc. from the person's, companies except Owner/s 's allocation.

6.4 The Owner/s hereby undertake that the Developer shall be entitled to the said construction and shall enjoy her allocated portion without any interference and/or disturbance provided the Developer performs and fulfils and all singular the terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE: "VII"
(DEVELOPER'S INDEMNITY)

7.1 That the Developer hereby undertakes to keep the Owner/s indemnified against the action suit, costs proceedings and Third-Party claims and actions arising out of any sort of act or commission of the Developer with regard to the development of the said premises. In the matter of construction of the new Building the strictly in terms of the plan to be sanctioned by the Bidhannagar Municipal Corporation on that behalf and Owner/s have to observe the entire construction of the Proposed Building.

7.2 The Developer shall complete the construction of the new Building within specified period mentioned above and the time of completion of the building shall be strictly observed. The period of construction will be extended if there is any force majeure, natural calamity or situation beyond the control of the Developer.

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7.3 It is obligatory to complete the design and drawing of the building, get it approved by the Owner/s before submitting the same to the proper authority.

7.4 After completion of the entire project the Owner/s shall be entitled to receive Owner's Allocation from the Developer as mentioned in Schedule-"B" hereunder and Developer are to serve a notice to the Owners for taking possession giving 30 days of time.

7.5 Not to violate or contravene any or the provisions or rules applicable for construction of the building.

ARTICLE: "VIII"
(CONSIDERATION)

8.1 In consideration of the Owner/s having agreed to permit the Developer to commercially exploit the said property and to construct erect and Built a new Building in accordance with the plan to be sanctioned by the Bidhannagar Municipal Corporation in the name of the Owner/s and in accordance with the specification materials of which are stated in details in "Schedule- 'F'" below.

8.1.1 In consideration proportionate share of the Land (Except the Owner/s' Allocation of Land after completion of the proposed Building), on completion of the proposed Building the Owner/s shall be entitled to get Schedule-"B" mentioned property including service area as will be calculated as per the Total Built-up Area of the proposed new Building and **25% of the Built-up Area** as will be calculated as per the Total Built-Up Area of the proposed Building shall be entitled to get as Super–Built-up area of which are stated in details in Schedule "B" below.

8.1.2 Consideration of all the expenses in form of Cash, Cheques, Drafts, Fees, Taxes, Cass, Labours, Technical Know How, Management and any other means incurred to complete the construction of the proposed new Building Developer's will get remaining all parts except the Owners' allocation.

8.2 The Developer shall hand over the Owners' allocation in accordance with the specification more fully described in the schedule 'D' below and the Developer shall construct and complete residential flat in accordance with the sanctioned plan by the Bidhannagar Municipal Corporation. The Developer shall bear all costs, charges and expenses for the construction of all the residential flats including the Owners' allocation will be made fit for occupation with proportionate right in all common portion of the said new Building.

ARTICLE: "IX"
COMMON RESTRICTION

9. The Owners' allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer allocation in the new Building intended for common benefits of all occupiers of the new Building which shall include the followings:

9.1 Both the parties shall abide by all laws, byelaws rules and regulations of the Govt., local bodies and association when formed in future as the case may be without invading the right of the Owner/s.

9.2 The respective allotted shall keep its respect. The building in good working conditions and repairs.

9.3 Neither party shall throw accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new Building or in the compound corridors any other portions of the new Building.

ARTICLE: "X"
JOINT OBLIGATIONS

10.1 The Developer shall develop to construct a multi storied Building on the said land as per corporation rules after utilizing the available F.A.R. as percent rules in vogue.

10.2 The Owner/s will lend its name and signature in all paper, plans, documents and deeds those may come in the way of the Developer for successful implementation of the project since the project will be promoted in the Owners' name and under the Owners' allocation.

10.3 The Owner/s will forward to the Developer the title deed of the land against accountable receipt on execution of the agreement for Developer record and reference. The Developer shall ultimately return the said original title deed / deeds to the Owner/s for its preservation.

10.4 In case of violation or breach of the covenants or provisions or stipulations under the head Owner's allocation and Developer obligation by the Developer herein then he shall have no defence if the Owner/s in the court of law for such violation or breach sue him.

ARTICLE - XI
OWNER'S RIGHT & REPRESENTATION

11.1 The Owner/s is/are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Bidhannagar Municipal Corporation with standard building materials.

11.2 The said premises is free from all encumbrances and the Owner/s have a marketable title in respect of the premise .

11.3 The Owner/s shall deliver or hand over all original copies and all the documents relating to the said property which are in possession and control of the Owner/s at the time of execution of these presents to the Developer.

ARTICLE – XII
DEVELOPER'S RIGHT & REPRESENTATION

12.1 The Owner/s hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said Premises and construct

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building at the said premises in accordance with the new plan or plans as to be sanctioned by the Bidhannagar Municipal Corporation and/or by any other appropriate with or without any amendment and/or modification.

12.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Bidhannagar Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Owner/s at the cost and expenses of the Developer and the Owner/s shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises and the Owner/s shall have no responsibilities to bear any cost whatsoever.

12.3 That save and except the Owner's allotted portion, Developer has full rights to execute any agreement for sale, transfer and convey the Developer's allocation for residential purposes according to their own choice.

ARTICLE - XIII
DEVELOPER'S OBLIGATIONS

13.1 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building Surveyor or registered Architect of the Building Provided However proportion and quality of such materials shall confirm to the accepted standard of I.S.I Specification and the building rules regulations and /or orders in force for the time being.

13.2 The building shall be created, constructed and completed by the Developer shall consist of the specification provided in Second Schedule hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities. Under no circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owner/s in respect of erection, construction and completion of the said Owner/s 's allocated portion/portions.

13.3 The Developer shall construct and complete the building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable. The Developer shall remain responsible and liable for fulfilment of the terms and obligations contained herein.

13.4 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner/s have no responsibility

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and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit shall be borne by the concerned Unit Owner/s and the Developer shall have no responsibility for the same.

13.5 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owner/s shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein.

13.6 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof, the Developer shall fully comply with, observe, fulfil and perform the requirements under the law and while incorporate and ensure fulfilment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner/s shall not be responsible or liable for any commitments that may be made by the Developer on any ground whatsoever.

13.7 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owner/s indemnified for the same and all consequences. It is specifically agreed and understood that the Owner/s shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner/s indemnified from all or any loss damages, costs and consequences, suffered or incurred therefrom.

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13.8 Notwithstanding anything contained or stated herein, all Labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner/s shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

13.9 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, Labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owner/s shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner/s indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.

13.10 The Owner/s shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials.

13.11 The Developer shall be duty bound to complete the Owner/s allocated portion in all respect including permanent domestic water and sewerage connection and but the Unit Owner/s shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within specified period mentioned above which unless prevented by Force Majure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove.

13.12 The Developer will obtain completion certificate/occupancy certificate from the Bidhannagar Municipal Corporation.

ARTICLE – XIV
OWNER/S 'S OBLIGATIONS

14.1 The Owner/s herein shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

14.2 To provide the Developer with appropriate powers as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the Owner/s before all

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concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licences and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrically or as may require from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending Purchasers of Developer share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owner/s will appointing **proprietor/all partners/Directors of the Developer Firm** herein as his/her/their Attorney to do all the acts, deeds and things for completion of the newly proposed building in and upon the aforesaid premises.

ARTICLE – XV

15.1 In the event the Owner/s are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner/s immediately on demand by the Developer.

15.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indivisible and undivided.

15.3 The Owner/s shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities.

15.4 The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.

15.5 Without first providing the Owner's allocation portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or permit possession of by whatever name called of its allocated portion mentioned herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or lis-pendences thereto.

15.6 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owner/s unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's **Advocate Sri Abhijit Sinha** and the Owner/s shall only execute Indenture of Conveyance (s) unto and in favour of the

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Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.

15.7 Subject to the above restrictions and conditions contained herein the Attorney shall be entitled to enter into any contract or agreement relating to allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owner/s shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

ARTICLE – XVI
COMMON OBLIGATIONS

16.1 On and from the date of completion of the building in accordance with law, the Owner/s as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default :-

16.1.1 To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner/s and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

16.1.2 To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the Rules framed thereunder, the Developer shall be entitled to collect and provided the required services thereof.

16.1.3 To abide by all laws, rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

ARTICLE – XVII
MISCELLANEOUS

17.1 These present shall be construed right to exploit the same in terms thereof provided the Developer shall be entitled to borrow money from any Bank's without creating any liability on the Owner/s of effecting and its/his/her/their estate shall not be encumbering and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer

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shall keep the Owner/s indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

17.2 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owner/s and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owner/s and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner/s or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same thereunder subject to the terms and conditions of these presents.

17.3 The Owner/s shall hand over peaceful and vacant possession of the aforesaid premises to the Developer simultaneously with the execution of this agreement and as from the date of delivery of possession of the said premises by the Owner/s in favour of the Developer, the possession of the said the premises along with the rights of the Developer in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner/s provided the Developer is carrying on with the project in terms of this agreement .

17.4 It is also agreed and accepted between the parties hereto that the Owner/s shall have the right to egress and ingress during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed with ISI marked materials as per the sanctioned building plan. Owners have right to raise objection regarding the quality of materials. On that occasion, mutual decision of the Owners and Developer will be final.

17.5 All the dues, arrears or outstanding in respect of the said Premises on account of The Bidhannagar Municipal Corporation taxes, levies whatsoever till the date of execution of this agreement shall be to the account of the Owner/s and as from this date shall be borne and paid by the Developer or their nominee or nominees being the prospective Flat/Unit Purchasers either in respect of the aforesaid Premises or the constructed area forming part of the Developer's allocation after obtaining the completion and/or occupancy certificate from the BMC.

17.6 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds maters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner/s and for such matters, the Owner/s shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute,

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sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owner/s and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

17.7 The Developer shall be entitled to demolish the existing structure after obtaining the sanctioned building Plan from the Bidhannagar Municipal Corporation and shall dispose off the salvage to any person at their discretion for which the Owner/s shall have no objection.

17.8 It is clarified that all works of development shall be done by the Developer at its own costs and expenses but for and on behalf of themselves and/or their nominee/ nominees in respect of the Developer's Area and for and on behalf of the Owner/s in respect of the Owner's Area.

17.9 The consideration for the purposes herein shall be the construction costs of the Owner/s ' Area to be incurred by the Developer and further amounts to be paid as agreed hereunder.

17.10 All municipal taxes and other outgoings in respect of the said premises upto the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owner/s and thereafter shall be borne by the Developer. At the expiry of 30 (thirty) Days from the date, the Developer service to the Owner/s a notice of completion of the Owners' Allocation under the terms of this agreement, the liability of the Developer to pay the Municipal taxes and other liabilities in respect of the Owners' Allocation would cease to continue.

17.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owner/s and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner/s herein and the Developer .

17.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

17.13 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner/s and sent to their respective last known address or addresses intimating that the Owner/s ' Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely absolve the Developer of its obligation to deliver the Owner/s ' Area to the Owner/s under this Agreement

ARTICLE – XVIII
FORCE MAJURE

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18.1 That the Parties hereto shall not be considered liable for any obligations hereunder to the extent that the performance for the relative obligation prevented by the existence of force majeure and shall be

suspended from the obligation during the duration of the force majeure.

18.2 Force, majeure, shall mean Pandemic, Epidemic, floods, earthquake, riot, war, storm, tempest civil commotion, strikes, locks out and or any other act or commission beyond the control of the parties hereto. Developer shall not be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended 6 (Six) months accordingly upon occurrence and cessation of any event constituting Force Majeure;

ARTICLE – XIX
ARBITRATION

19. All disputes and differences between the parties arising out of "the meaning, construction or import of this Agreement or their respective rights and liabilities" as per this Agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and conclusive and binding on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

ARTICLE – XX
JURISDICTION

20. The Civil Court at North 24-Parganas at Barasat shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

ARTICLE – XXI
DEFAULT

21.1 In case the Owners fails to make out a good marketable title or to remove and cure any encumbrance or curable defect/deficiency in the title found to be affecting the said Premises or any thereof and/or to comply with any of its obligations hereunder within the stipulated period, then the Developer shall be entitled to take all or any of the following recourses in any priority or order as the Developer may deem fir and proper:

21.1 To Cancel this Agreement in respect of whole of the said Premises;

21.2 In case the Developer rescinds this contract pursuant to the clause 21.1 above, the Owners shall refund all amounts paid by the Developer to the Owners (if any) hereunder with prevailing banking interest per annum

Parshupati Mallick.

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thereon and compensation for any loss or damage suffered by the Developer.

21.3 If at any time hereafter it shall appear that any of the Parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

21.4 Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.

21.5 Save and except Force Majeure as mentioned in above the Developer is liable for defect or any other defect till issuances of completion certificate issued from the BMC or 6 months from the date of handover of possession whichever is earlier.

21.6 After issuance of Completion Certificate issued from BMC, the Developer would not be liable for any structural defect or any other defect workmanship, quality or other issues.

21.7 Without prejudice to the other provisions hereof, the Owners specifically agree and accept that in case of a default by the Owners, remedy in damages may not be sufficient remedy to the Developer and Developer shall be well and truly entitled to seek and obtain the remedy seeking Arbitration Procedure.

THE SCHEDULE: "A" ABOVE REFERRED TO
(DESCRIPTION OF THE "SAID PROPERTY" HERE DEVELOP)

ALL THAT piece and parcel of Land measuring more or less **06 Cottahs 02 Chittaks 40 Square Feet** [10.11541668 Decimals] comprised in C.S. Dag 208 under C.S. Khatian No. 70, corresponding R.S. Dag No. 212 under R.S. Khatian No. 126, corresponding L.R. Dag No. 212 presently under L.R. Khatian No. 3047 and 3046 Revenue Survey No. 119, J.L. No. 11, Touzi No. 2998, Mouza: Noapara, PS: Eco Park , District: North 24-Parganas, under Bidhannagar Municipal Corporation, Ward No. 12, Assessee No. 200331155418, holding no. 293/06/1692 Mallick Bagan (Noapara), Post Office: Hatiara, Kolkata:700157.

ON THE NORTH : By Part of Dag No.212;
ON THE SOUTH : By Road;
ON THE EAST : By Municipal Road;
ON THE WEST : By Land of Pashupati Mallick;

Pashupati Mallick

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

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Or Howsoever otherwise the same is/are/was/were heretofore butted bounded called known numbered described or distinguished. The Land is shown on the Plan annexed hereto with the border **Red** and the Plan is treated as a part of this Deed.

THE SCHEDULE; "B" ABOVE REFERRED TO

(DESCRIPTION OF THE-OWNER/S' ALLOCATION)

"The Owner's Allocation": Shall mean on completion of the proposed multi storied building the owners shall be entitled to get in first instance 50% out of the total sanctioned saleable area of the proposed building TOGETHER WITH all rights of facilities and amenities within common areas and proportionate share in the lard comprising the said proposed multi-storied building. of the proposed Building in finished and habitable condition.

INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the structure including all common areas and facilities or advantages.
TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard.

THE SCHEDULE; "C" ABOVE REFERRED TO

(DESCRIPTION OF THE-DEVELOPER'S ALLOCATION)

"The Developer's Allocation": Developer's Allocation shall mean upon completion of construction of the new proposed Multistoried building the Developer herein shall be entitled 50% of the sanctioned saleable area together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building. All the said allocated portion of sanctioned area shall absolutely being to the developer including the absolute right in the part of the developer for sale, transfer lease or in any part with deal with the same and the proportionate ownership of the roof shall always remain with the Developer/Second Party thereof in accordance to the law relating thereto and also all except Owner's Allocation (Owner's Allocation fully mentioned in the Schedule-"B" here under written) of the New Building including the moiety share of the common areas, spaces, utilities, amenities and facilities in the New Building.
INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the structure including all common areas and facilities or advantages.
TOGETHER WITH right to deal with, dispose of or alienate the Developer's Allocation independently without any claim, demand or objection from the Owner in this regard. ALSO, except the Owner/s' allocation, all Flats, Car

Parshupati Mallick.

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

22 SEP 2020

Parking Spaces, Office Space, Godown and other spaces will be treated as Developer's allocation with undivided proportionate share of land of the said proposed Building mention herein Schedule- "A". The Developer shall have right to enter into an Agreement for Sale, Deed of conveyance for any type of transfer, lease or in any way of deed with the same as the absolute Owner/s thereof in the manner hereinafter provided.

THE SCHEDULE "D" ABOVE REFERRED TO

COMMON PARTS AND/OR COMMON AREAS FACILITIES AND AMENITIES

SECTION – A : (Those which are included in the construction price)

AREA:

1. Open and / or covered paths and passages ;
2. Lobbies and stair cases ; Main Gate ; Side Entrance ;
3. Common installations on the Roof ;
4. The Roof Top of the new building.
5. WATER AND PLUMBING : Water reservoirs, water tanks, water pipes (save those inside any Unit)
6. ELECTRICAL INSTALLATION :
   a) Wiring and accessories for lighting of Common areas.
   b) Pump and Motor.
   c) Lift, Lift Machine, Generator if installed at extra cost.
7. DRAINS : Drains, Sewers, Pipes and Septic Tank.
8. OTHERS : Other common areas and installation and/or equipment as are provided in the new Building for common use and/or enjoyment. All other areas & spaces which are not specifically mentioned in the Owner's and Developer's Allocation.

SECTION-B

(Those for which proportionate costs are to be paid by the Purchaser/Land owners)

1. Electric installations relating to Meter including service lines for receiving electricity from suppliers.
2. Electrical Meter for common areas and common purposes.
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION – A herein above.
4. Save and except as aforesaid all open spaces and portion of the building shall absolutely belong to the Developer and owner's, who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Purchaser or any person claiming through him.

THE SCHEDULE "E" ABOVE REFERRED TO

(COMMON EXPENSES)

22 FP

1. MAINTENANCE: All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new building.
2. OPERATIONAL: All expenses for running and operating all machinery, equipment and installation comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
3. STAFF: The Salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other employment and benefits.
4. ASSOCIATION: Establishment and at other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
5. INSURANCE: All expenses for insuring the new Building and / or the common areas, inter alias, against earthquake, fire, mob violence, damages civil commotion etc.
6. FIRE FIGHTING: Costs of installing and operating the fire-fighting equipment and personnel, if any.
7. COMMON UTILITIES: All charges and deposits for supplies of common utilities to the co-Owners in common.
9. ELECTRICITY: All charges for the electrical energy consumed for the operation of the common machinery and equipment.
10. LITIGATION: After handover of owners possession, all litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
11. RATES AND TAXES: Municipal tax, multistoried building tax, water tax, and other levies in respect of the land and the new building save those separately assessed on the Purchaser.
12. RESERVES: Creation of fund for replacement renovation and other periodic expenses.

THE SCHEDULE "F" ABOVE REFERRED TO
(SPECIFICATIONS OF CONSTRUCTION)

Construction to be made and equipment, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following:

Foundation	Pocket/Strip/Raft foundation as per soil investigation report.

Parshupati Mallick.

Structure	R.C.C. framed building with column and beams with TMT bar and Ultratech Cement.
Super structure	250/200mm external brick walls, 125/75mm internal brick walls.
Main Door:	Branded front side kit ply pasting Flash door, fitting with sal wood frames front Door teak wood ply and lock.
Doors (Inside):	Seasoned and treated waterproof plywood flush doors with good quality sal wood frames.
Windows:	Aluminium sliding windows with M. S. Grill.
Flooring:	Vitrified Tiles /Morwar Marble flooring in rooms.
Bathrooms:	Anti-Skating Tiles/Morwar Marble flooring and Orient or equivalent make Ceramic tiles dado up to 7 ft. Height on the walls, Washing Machine Point, Geyser point and Hot and cold-water pipes, C. P. fixtures and sanitary wares in white. (with Jaguar or similar quality wall mounted concealed system Extra work expenses born by the Party)
Kitchen:	Anti-Skating Tiles flooring, Granite cooking platform with stainless steel sink, ceramic tile upto 2 feet above the platform Aqua guard, Mixy/Grinder Point and Micro oven Point.
Electrical:	Havells Copper wires in concealed conduits with Anchor switches. Exhaust fans in all bathrooms and kitchen.
Internal finish	Putty finish on walls and ceiling.
External finish:	Sanduax matt paint or equivalent / weather coat
Water supply:	BMC supply line along with deep tube well (if permissible), reservoirs (overhead and underground)
Lift	4 passengers of L.T. Elevators/Power Cab/Big Boss/OTIS/ Schneider or equivalent make.
General	Boundary wall to be constructed as per sanctioned Plan. CCTV camera will be installed on the Ground Floor. Provision to be made for generators/earthing for lightening.
Extra Cost /Charges (Born by the Purchaser)	1) Collapsible Gate in the Front Door. 2) Balcony Covered Grill. 3) Box Grill in Window. 4) Main Electric Service line and individual Meter install for Rs. 25,000/- (Rupees Twenty-Five thousand) only. 5) Each AC point will be charged Rs. 5, 000/- 6) Cost of generators will be borne by the flat owners.

Pashupati Mallick

ADDITIONAL REGISTRAR
ASSURANCE-II, KOLKATA

22 SEP

{EXECUTION OF DEVELOPMENT AGREEMENT}

In witness whereof, the parties of the one part the "Owner/s" **Sri Pashupati Mallick and Smt. Sulekha Roy** and parties of the second part the Developer "PROPERTY 360" represented by its sole proprietor **Sri Prithwiraj Das,** have set and subscribed its respective hands and signature, on the .....22nd.. day of September Two Thousand Twenty-Three (.....02...../09/2023):-

SIGNATURE OF THE PARTIES:

.....

Land Owner/s Sri Pashupati Mallick and Smt. Sulekha Roy

PROPERTY 360

Proprietor

.....

Developer "PROPERTY 360" represented by its sole proprietor **Sri Prithwiraj Das**

SIGNED, SEALED AND DELIVERED BY THE PARTIES AT KOLKATA IN THE PRESENCE OF WITNESSES:

For Witness:

FIRST WITNESS

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

22 DEP 20

Sri Kartic Chandra Mondal son of Late Manik Chandra Mondal resident of P-178B Upen Banerjee Road, Post: Parnasree, Police Station: Parnasree, South 24 Parganas-700060;

Signature of First Witness

SECOND WITNESS

Sri Gour Krishna Mondal son of Sri Netai Chandra resident of P-178B Upen Banerjee Road, Post: Parnasree, Police Station: Parnasree, South 24 Parganas-700060;

Signature of Second Witness

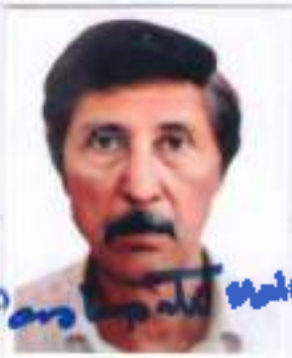
Read over, explained in Bengali to the parties and drafted by me

Abhijit Sinha
Advocate
High Court at Calcutta.
Bar Association Room No. 16
Chamber: 9, Charu Chandra Place East,
Post Office- Charu market, Kolkata-700033
Enrolment No. : WB 551/1998

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

22 SEP

TEN FINGER PRINT



SIGNATURE

LEFT HAND: Little Finger, Ring Finger, Middle Finger, Fore Finger, Left Thumb

RIGHT HAND: Right Thumb, Fore Finger, Middle Finger, Ring Finger, Little Finger

Parshupati Mallick

SIGNATURE

LEFT HAND: Little Finger, Ring Finger, Middle Finger, Fore Finger, Left Thumb

RIGHT HAND: Right Thumb, Fore Finger, Middle Finger, Ring Finger, Little Finger

SIGNATURE

LEFT HAND: Little Finger, Ring Finger, Middle Finger, Fore Finger, Left Thumb

RIGHT HAND: Right Thumb, Fore Finger, Middle Finger, Ring Finger, Little Finger

ADDL. REGISTRAR OF ASSURANCES-II
CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

22 SEP 2022

Major Information of the Deed

Deed No:	I-1902-13078/2023	Date of Registration	22/09/2023
Query No / Year	1902-2002245931/2023	Office where deed is registered	
Query Date	03/09/2023 8:44:32 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Amit Sarma 45 M L Road Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 9734869523, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
		Rs. 1,36,28,227/-	
Stamp Duty Paid(SD)		Registration Fee Paid	
Rs. 98,320/- (Article 48(g))		Rs. 101/- (Article E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Within Bazar (Newpanti), Mouza: Noyapara, , Ward No: 012, Holding No:293/06/1692 Jl No: 11, Pin Code : 700157

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS :- 1	RS 3046	Bastu	Bastu	6 Katha 2 Chatak 4 Sq ft		1,36,28,227/-	Width of Approach Road: 20 Ft.,
	Grand Total :				10.1154Dec	0/-	136,28,227/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	**Mr Pashupati Mallick** Son of Late Priyanath Mallick Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place: Office		Captured	Pashupati Mallick
	22/09/2023		22/09/2023	22/09/2023
	City:- , P.O.:- New Town, P.S.:-New Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AExxxxxx5D, Aadhar No: 76xxxxxxxx7897, Status: Individual, Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office			

2	Name	Photo	Finger Print	Signature
	Mrs Sulekha Roy Daughter of Late Priyanath Mullick Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office		Captured	
		22/09/2023	LTI 22/09/2023	[illegible]
	City:- , P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AHxxxxxx8Q, Aadhaar No: 30xxxxxxxx2183, Status :Individual, Executed by: Self, Date of Execution: 22/09/2023 , Admitted by: Self, Date of Admission: 22/09/2023 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**PROPERTY 360** City:- , P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 , PAN No.:: afxxxxx0q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Prithwiraj Das (Presentant) Son of Mr Pratap Chandra Das Date of Execution - 22/09/2023, , Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office		Captured	
		22/09/2023 1:23PM	LTI<22/09/2023>	22/09/2023
	City:- , P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxx0Q, Aadhaar No: 54xxxxxxxx7740 Status : Representative, Representative of : PROPERTY 360 (as Sole Proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Abhijit Sinha Son of Mr JOY NARAYAN SINHA 91 M I D Road, City : P O : BARASIRIT, P S : Bonala, District : North 24 Parganas, West Bengal, India, PIN : 700060		Captured	
	22/09/2023	22/09/2023	22/09/2023
Identifier Of Mr Pashupati Mallick, Mrs Sulekha Roy, Mr Prthwiraj Das			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Mr Pashupati Mallick	PROPERTY 360-5.05771 Dec
2	Mrs Sulekha Roy	PROPERTY 360-5.05771 Dec

Land Details as per Land Record

District: North 24 Parganas, P.S - Rajarhat, Municipality, BIDHANNAGAR MUNICIPALITY CORPORATION, Road, Vill or Bazar (Nowapara), Mouza: Nowapara, , Ward No: 012 , Building No: 293/06/1992 JL No: 11, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 712, LR Khatian No - [illegible]	Owner [illegible] Gurgaon [illegible], Address [illegible] Classification [illegible], Area:0.09000000 Acre,	Mrs Sulekha Roy

Endorsement For Deed Number : I - 190213078 / 2023

On 22-09-2023

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

Admitted in rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46 g of the Indian Stamp Act 1899.

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

Presented for registration at 12:17 hrs on 22-09-2023, at the Office of the A.R.A. - I KOLKATA by Mr. Prithwiraj Das .

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 [illegible]

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

Execution is admitted on 22-09-2023 by 1. Mr Pashupati Mallick, Son of Late Priyanath Mallick, P.O: New Town, Thana: New Town, , North 24 Parganas, WEST BENGAL, India, PIN - 700157 by caste Hindu, by Profession Others. 2. Mrs Sulekha Roy, Daughter of Late Priyanath Mallick, P.O: Kalyani, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Others

Identified by Mr Abhijit Sinha, , Son of Mr JOY NARAYAN SINHA, 48 M I D Road, P.O: PARNASREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-09-2023 by Mr Prithwiraj Das, Sole Proprietor, PROPERTY 360 (Sole Proprietorship), City: P.O.- New Town, P.S.-New Town, District -North 24-Parganas, West Bengal, India, PIN:- 700156

Identified by Mr Abhijit Sinha, , Son of Mr JOY NARAYAN SINHA, 48 M I D Road, P.O: PARNASREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Opt no on 22/09/2023 1:29AM with Govt. Ref. No: 192023240230522308 on 22-09-2023, Amount Rs: 21/-, Bank: SBI ePay (SBIePay), Ref. No. 2252920707415 on 22-09-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 20,010/-
Description of Stamp
1. Stamp, Type: Impressed, Serial no 9726, Amount: Rs 10.00/-, Date of Purchase: 14/07/2023, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/09/2023 1:29AM with Govt. Ref. No: 192023240230522006 on 22-09-2023, Amount Rs: 20,010/-, Bank: SBI ePay (SBIePay), Ref. No. 2252920707415 on 22-09-2023, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, **Page from 422366 to 422406**

being No 190213078 for the **year 2023.**

Seal of the Additional Registrar of Assurances-II, Kolkata

Digitally signed by SATYAJIT BISWAS
Date: 2023.10.05 14:26:50 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 05/10/2023

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.