

DEVELOPMENT AGREEMENT



WORLD ENVIRONMENT DAY

Plant a tree today,
for a better tomorrow

LAND OWNER:-

SUDESHNA MONDAL.

DEVELOPERS:-

PRIYA RAY AND OTHERS.

DRAFTED BY

SK. ALIBARDIN MANDAL,
ADVOCATE,

DISTRICT JUDGE'S COURT, BARASAT.

CHAMBER :- CHANAKYA CENTRE, ROOM NO. 8,
GROUND FLOOR, RECKJOANI, RAJARHAT, KOL. - 135.

98368 77808

linker.rajarhat@gmail.com

5867

1-5964/24

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

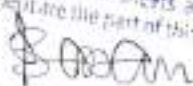
पश्चिम बंगाल WEST BENGAL

2 780834/24

F 614850

12/4/24

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet or sheets attached with this document are the part of this document.



Additional District Sub-Registrar
Rajshahi (New Town, North 24-Pgs).

12 APR 2024

DEVELOPMENT AGREEMENT

FOR THE CONSTRUCTION OF NEW MULTI STORIED BUILDING

THIS AGREEMENT made this the 12th day of April Two

Thousand Twenty Four (2024).

Cond.....P/2

Mondal
Sudeshna

BETWEEN

SUDESHNA MONDAL, (PAN – BJJPM4624D), (Aadhaar No. 2423 5452 9862), Wife of – Dipak Chowdhury, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at – Jatragachi, P.O. – Akankha AA IIC, P.S. – New Town, District - North 24 Parganas, Kolkata – 700 161, hereinafter called and referred to as the **LAND OWNER/FIRST PARTY**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the **ONE PART**.

AND

IDEAL CONSTRUCTION, (PAN – AAKFI5106M), a Partnership Firm, having it's office at - Jatragachi, P.O. – Akankha, Action Area - IIC, P.S. – New Town, District – North 24 Parganas, Kolkata - 700161, represented by its Partners namely 1) **PRIYA RAY**, (PAN – BCOPH6728R), (Aadhaar No. 2808 7357 8500), Wife of – Aranya Ray, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at – AA-55, Ray Mention, Street No. 69, Action Area I, New Town, P.O. & P.S. – New Town, Kolkata – 700 156, 2) **RIMPA SARKAR**, (PAN – EARPS5913P), (Aadhaar No. 4000 7442 6684), Wife of – Dipankar Sarkar, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at – Jatragachi, P.O. – Akankha, Action Area - IIC, P.S. – New Town, District – North 24 Parganas, Kolkata - 700161, 3) **SAMIMA SULTANA**, (PAN – FAVPS7006C), (Aadhaar No. 9128 5581 0950), Wife of – Sk. Alibardin Mandal, by faith – Islam, by Nationality – Indian, by Occupation – Business, residing at – Jagadishpur, P.O. & P.S. – Rajarhat, District – North 24 Parganas, Kolkata - 700135, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successor-in-office, successors, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS

One *Avarani Das Majumder*, Wife of – Late *Dakshina Ranjan Das Majumder*, of – 5-No. Naren Mukherjee Road, Subhas Nagar, P.S. – Dum Dum, District – North 24 Parganas, Kolkata - 700028, was the absolute lawful owner of a piece and parcel of Shali land measuring an area of *18 decimals*, Comprised in

R.S. & L.R. Dag No. 1246, (area of land 09 decimals out of 09 decimals, Share 10000, recorded Shali) &

R.S. & L.R. Dag No. 1248, (area of land 09 decimals out of 09 decimals, Share 10000, recorded Bastu)

under C.S. Khatian No. 169, R.S. Khatian No. 123, of at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet. by way of inheritance.

AND WHEREAS

The said *Avarani Das Majumder* was in peaceful possession and occupation over the said land she sold transferred and conveyed to one *Gangaram Mondal alias Gangaram Roy, Padma Kumar Mondal alias Kartick Chandra Roy & Krishnapada Mondal alias Krishnapada Roy*, all are sons of – Late *Umesh Chandra Mondal alias Umesh Chandra Roy*, of – *Jatragachi*, P.S. – *Rajarhat*, District – North 24 Parganas, by virtue of a Deed of Sale (Bengali Saf Kobala), being No. 02877, dated 10/04/1961 registered at S.R. – Cossipore Dum Dum and recorded in Book No. I, Volume No. 50, Pages from 101 to 104, being No. 02877 for the year 1961, and delivered peaceful possession in their favour.

AND WHEREAS

After obtaining the said land while the aforesaid *Gangaram Mondal alias Gangaram Roy, Padma Kumar Mondal alias Kartick Chandra Roy & Krishnapada Mondal alias Krishnapada Roy*, were in peaceful possession and occupation over the said land they mutated their names with the Office of the B. L.

& L. R. O. Rajarhat, New L.R. Khatian were published in their names, being *L.R. Khatian Nos. 224 i.e. Gangaram Mondal alias Gangaram Roy, 508 i.e. Padma Kumar Mondal alias Kartick Chandra Roy & 223 i.e. Krishnapada Mondal alias Krishnapada Roy.*

AND WHEREAS

Thereafter the said *Krishnapada Mondal alias Krishnapada Roy*, was in peaceful possession and occupation over the said 06 decimals of land out of 1/3rd Share of 18 decimals, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 03 decimals out of 1/3rd Share of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 03 decimals out of 1/3rd Share of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 223*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, he died on 03/11/1999 intestate leaving behind him, his Wife namely *Sabitri Roy alias Sabirti Mondal*, Three sons namely *Pranab Roy alias Pranab Mondal*, *Biswanath Roy alias Biswanath Mondal* & *Partha Sarathi Roy alias Partha Sarathi Mondal*, and One daughter namely *Monika Paul alias Monika Mondal*, as his legal heirs and survivors and as per Hindu Succession Act. 1956. The said *Sabitri Roy alias Sabirti Mondal*, *Pranab Roy alias Pranab Mondal*, *Biswanath Roy alias Biswanath Mondal* & *Partha Sarathi Roy alias Partha Sarathi Mondal* & *Monika Paul alias Monika Mondal*, inherited the said property left by deceased *Krishnapada Mondal alias Krishnapada Roy*. They got their respective share of land.

AND WHEREAS

The said *Sabitri Roy alias Sabirti Mondal*, *Pranab Roy alias Pranab Mondal* & *Partha Sarathi Roy alias Partha Sarathi Mondal* were in joint peaceful possession and occupation over the said land they sold transferred and conveyed to one 1) *Arun Kumar Adak*, Son of – Late Nil Ratan Adak, 2) *Mandira Adak*, Wife of – *Arun Kumar Adak*, of – Nasibpur, P.S. – Singur, District – Hooghly, Pin – 712223, by virtue of a Deed of Sale (Bengali Saf Kobala), being No. 1523 10426,

dated 21/09/2015, registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2015, Pages from 129966 to 129985, being No. 1523 10426 for the year 2015, and delivered peaceful possession in their favour. Measuring an area *03.60 decimals* more or less, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 01.80 decimals out of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 01.80 decimals out of 09 decimals, recorded Bastu), under C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 223*, of at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, morefully and particularly described in the schedule “A” hereunder written.

AND WHEREAS

The said *Biswanath Roy alias Biswanath Mondal & Manika Pal alias Monika Mondal*, were in joint peaceful possession and occupation over the said land they sold transferred and conveyed to one 1) *Arun Kumar Adak, Son of – Late Nil Ratan Adak*, 2) *Mandira Adak, Wife of – Arun Kumar Adak*, of – *Nasibpur, P.S. – Singur, District – Hooghly, Pin - 712223*, by virtue of a Deed of Sale (Bengali Saf Kobala), being No. 1523 10427, dated 21/09/2015, registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2015, Pages from 129986 to 130011, being No. 1523 10427 for the year 2015, and delivered peaceful possession in their favour. Measuring an area *02.40 decimals* more or less, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 01.20 decimals out of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 01.20 decimals out of 09 decimals, recorded Bastu), under C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 223*, of at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet.

AND WHEREAS

Thereafter the said *Gangaram Mondal alias Gangaram Roy*, was in peaceful possession and occupation over the said 06 decimals of land out of $1/3^{\text{rd}}$ Share of 18 decimals, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 03 decimals out of $1/3^{\text{rd}}$ Share of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 03 decimals out of $1/3^{\text{rd}}$ Share of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 224*, of *Mouza - Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Rajarhat (New Town), District - North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, he died on 29/01/1965 intestate leaving behind him, his Wife namely *Sonamani Roy alias Sonamany Mondal*, Two sons namely *Bhudeb Chandra Roy alias Bhudeb Mondal* & *Nirmal Kumar Roy alias Nirmal Mondal*, Four daughters namely *Madhuri Sarkar, Bakul Roy, Subhadra Biswas & Chanchala Naskar*, as his legal heirs and survivors and as per Hindu Succession Act. 1956. The said *Sonamani Roy alias Sonamany Mondal, Bhudeb Chandra Roy alias Bhudeb Mondal, Nirmal Kumar Roy alias Nirmal Mondal, Madhuri Sarkar, Bakul Roy, Subhadra Biswas & Chanchala Naskar*, inherited the said property left by deceased *Gangaram Mondal alias Gangaram Roy*.

AND WHEREAS

The said *Sonamani Roy alias Sonamany Mondal, Bhudeb Chandra Roy alias Bhudeb Mondal & Nirmal Kumar Roy alias Nirmal Mondal*, invertently recorded their names with the Office of the B.L. & L.R.O. Rajarhat and new L.R. Khatian were published in their names, vide *L.R. Khatian Nos. 1002, 652 & 476*. But the said *Sonamani Roy alias Sonamany Mondal, Bhudeb Chandra Roy alias Bhudeb Mondal, Nirmal Kumar Roy alias Nirmal Mondal, Madhuri Sarkar, Bakul Roy, Subhadra Biswas & Chanchala Naskar*, got $1/7^{\text{th}}$ Share of 06 decimals of land each, i.e. 0.86 decimals as per their respective share.

AND WHEREAS

The said *Sonamany Roy alias Sonamany Mondal, Bhudeb Chandra Roy alias Bhudeb Mondal & Nirmal Kumar Roy alias Nirmal Mondal* herein have jointly executed and registered a General Power of Attorney in favour of Biswanath Roy alias Biswanath Mondal, Son of – Late Krishnapada Roy alias Krishnapada Mondal, of – Jatragachi, P.S. – New Town, District – North 24 Parganas, Kolkata – 700157, empowering him to do all acts, deeds, matters and things in their names and on their behalf. {vide Power of Attorney No. 01212, dated 25/11/2014 registered at A.D.S.R. Rajarhat (New Town) and recorded in Book No. IV, CD. Volume No. 2, Pages from 2503 to 2512, being No. 01212 for the year 2014}. Measuring an area *02.16 decimals* more or less, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 01.50 decimals out of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 0.66 decimals out of 09 decimals, recorded Bastu), under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 224, *L.R. Khatian Nos. 1002, 652 & 476*, at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, morefully and particularly described in the schedule hereunder written.

AND WHEREAS

The said *Sonamany Roy alias Sonamany Mondal, Bhudeb Chandra Roy alias Bhudeb Mondal & Nirmal Kumar Roy alias Nirmal Mondal*, were in joint peaceful possession and occupation over the said land they sold transferred and conveyed to one 1) *Arun Kumar Adak, Son of – Late Nil Ratan Adak*, 2) *Mandira Adak, Wife of – Arun Kumar Adak*, both are of – *Nasibpur, P.S. – Singur, District – Hooghly, Pin - 712223*, by virtue of a Deed of Sale (Bengali Saf Kobala), being No. 1523 10427, dated 21/09/2015, registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2015, Pages from 129986 to 130011, being No. 1523 10427 for the year 2015, and delivered peaceful possession in their favour. Measuring an area *02.16 decimals* more or less,

Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 01.50 decimals out of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 0.66 decimals out of 09 decimals, recorded Bastu), under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 224, *L.R. Khatian Nos. 1002, 652 & 476*, at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, morefully and particularly described in the schedule hereunder written.

AND WHEREAS

After Purchasing the said 08.16 decimals of land the said *Arun Kumar Adak & Mandira Adak*, recorded their names with the Office of the B.L. & L.R.O. Rajarhat and new L.R. Khatian were published in their names, vide *L.R. Khatian Nos. 2026 & 2027*.

AND WHEREAS

The said *Arun Kumar Adak & Mandira Adak*, were in joint peaceful possession and occupation over the said land they sold transferred and conveyed to one *Dipak Chowdhury, Son of – Ganesh Chowdhury, of – Jatragachi, P.S. – New Town, District – North 24 Parganas, Kolkata - 700157*, by virtue of a Deed of Sale, being No. 1523 12860, dated 07/10/2021, registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. 1, Volume No. 1523-2021, Pages from 536774 to 536801, being No. 1523 12860 for the year 2021, and delivered peaceful possession in his favour. Measuring an area *08.16 decimals* more or less, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 04.50 decimals out of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 03.66 decimals out of 09 decimals, recorded Bastu), under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 223, 224, 1002, 652 & 476, present *L.R. Khatian Nos. 2026 & 2027*, at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, morefully and particularly described in the schedule “A” hereunder written.

AND WHEREAS

After Purchasing the said 08.16 decimals of land the said *Dipak Chowdhury*, recorded his name with the Office of the B.L. & L.R.O. Rajarhat and a new L.R. Khatian was published in his name, vide *L.R. Khatian No. 2464*.

AND WHEREAS

The said *Dipak Chowdhury* applied before the B. L. & L. R. O. Rajarhat, District – North 24 Parganas for change of nature of the said land comprised in *R.S. & L.R. Dag No. 1246*, in *Mouza – Jatragachi, J.L. No. 24*, from 'Shali' to 'Bastu' and the Ld. B.L. & L.R.O. Rajarhat, North 24 Parganas, converted the said land in *R.S. & L.R. Dag No. 1246*, from 'Shali' to 'Bastu' vide Memo No. CON/784/BL&LRO/RAJ/22, dated 27/04/2022 under Conversion Case No. CN/2022/1507/1223.

AND WHEREAS

Thereafter the said *Dipak Chowdhury*, was in peaceful possession and occupation over the said land he Gifted his Wife namely *Sudeshna Mondal (i.e. the land owner herein)* measuring an area 08.16 decimals, by virtue of a Deed of Gift, Vide No. 1523 08056, dated 11/05/2022 registered at A.D.S.R. Rajarhat (New Town) and recorded in Book No. 1, Volume No. 1523-2022, Pages from 342503 to 342523, and delivered peaceful possession in her favour.

AND WHEREAS

After obtaining the said 08.16 decimals of land the said *Sudeshna Mondal (i.e. the land owner herein)*, recorded her name with the Office of the B.L. & L.R.O. Rajarhat and a new L.R. Khatian was published in her name, vide *L.R. Khatian No. 2515*.

AND WHEREAS

The said *Subhadra Biswas*, daughter of – Late Gangaram Mondal alias Gangaram Roy, Wife of – Late Khitish Biswas, was in peaceful possession and occupation over the said land, She died intestate leaving behind her One son namely *Nemai Kumar Biswas* AND One daughter namely *Putul Roy*, as her legal heirs and survivors and as per Hindu Succession Act. 1956. The said *Nemai Kumar Biswas & Putul Roy*, inherited the said property left by their deceased Mother *Subhadra Biswas*.

AND WHEREAS

The said *Chanchala Naskar*, daughter of – Late Gangaram Mondal alias Gangaram Roy, was in peaceful possession and occupation over the said land, She died intestate leaving behind her Husband namely *Swapan Kumar Naskar* AND Two sons namely *Pankaj Kumar Naskar & Manoj Naskar*, as her legal heirs and survivors and as per Hindu Succession Act. 1956. The said *Swapan Kumar Naskar, Pankaj Kumar Naskar & Manoj Naskar*, inherited the said property left by deceased Chanchala Naskar.

AND WHEREAS

Thereafter the said *Padma Kumar Mondal alias Kartick Chandra Roy*, was in peaceful possession and occupation over the said 06 decimals of land out of $1/3^{\text{rd}}$ Share of 18 decimals, Comprised in *R.S. & L.R. Dag No. 1246*, (area of land 03 decimals out of $1/3^{\text{rd}}$ Share of 09 decimals, recorded Shali) & *R.S. & L.R. Dag No. 1248*, (area of land 03 decimals out of $1/3^{\text{rd}}$ Share of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 508*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, he died intestate leaving behind him, his Four sons namely *Shankar Kumar Roy, Tarak Chandra Roy, Haran Chandra Roy & Samir Kumar Roy* AND Three daughters namely *Sukla Naskar, Sabita Mondal & Namita Dhali*, as his legal heirs and survivors and as per Hindu Succession Act. 1956. The said *Shankar Kumar Roy, Tarak Chandra Roy, Haran Chandra Roy, Samir Kumar Roy, Sukla Naskar, Sabita Mondal & Namita Dhali*, inherited the said property left by their deceased father *Padma Kumar Mondal alias Kartick Chandra Roy*. They got their respective share of land.

AND WHEREAS

The said Haran Chandra Roy, was in peaceful possession and occupation over the said 0.43 decimals, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land 0.43 decimals, out of $1/7^{\text{th}}$ Share of 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 508*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, he Gifted his brother namely Samir Kumar Roy, by virtue of a Deed of Gift (Bengali Danpattra), being No. 01980, dated 04/03/2009 registered at A.D.S.R. – Bidhannagar (Salt Lake City) and recorded in Book No. I, CD. Volume No. 2, Pages from 17416 to 17428, being No. 01980 for the year 2009, and delivered peaceful possession in his favour.

AND WHEREAS

The said *Sukla Naskar*, Wife of – Late Sushil Naskar, *Sabita Mondal*, Wife of – Biswajit Mondal & *Namita Dhali*, Wife of – Harendra Nath Dhali, were in peaceful possession and occupation over the said 01.28 decimals of land out of $3/7^{\text{th}}$ Share of 03 decimals out of 09 decimals, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land 01.28 decimals out of $3/7^{\text{th}}$ Share of 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 508*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, they jointly Gifted their brothers namely Shankar Kumar Roy, Tarak Chandra Roy, Haran Chandra Roy & Samir Kumar Roy, by virtue of a Deed of Gift (Bengali Danpattra), being No. 1523 10388, dated 21/09/2015 registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2015, Pages from 128980 to 129003, being No. 1523 10388 for the year 2015, and delivered peaceful possession in their favour.

AND WHEREAS

The said Haran Chandra Roy, was in peaceful possession and occupation over the said 0.32 decimals, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land 0.32 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, *L.R. Khatian No. 508*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, he Gifted his brother namely Samir Kumar Roy, by virtue of a Deed of Gift (Bengali Danpatra), being No. 1523 13839, dated 22/11/2019 registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2019, Pages from 556265 to 556286, being No. 1523 13839 for the year 2019, and delivered peaceful possession in his favour.

AND WHEREAS

The said Madhuri Sarkar, Bakul Roy, Bhudeb Chandra Roy alias Bhudeb Mondal, Nirmal Kumar Roy alias Nirmal Mondal, all are daughter & Sons of – Late Gangaram Mondal alias Gangaram Roy, Sonamoni Roy alias Sonamoni Mondal, Wife of – Late Gangaram Mondal alias Gangaram Roy, Nema Kumar Biswas, Putul Roy, both are Son & daughter of – Late Khitish Biswas, Pankaj Kumar Naskar, Manoj Naskar, both are Sons of - Swapan Kumar Naskar AND Swapan Kumar Naskar, Son of – Ratan Chandra Naskar, they jointly owners of 03 decimals of land, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 224, *L.R. Khatian Nos. 652, 476 & 1002*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet AND

The said Shankar Kumar Roy, Tarak Chandra Roy & Samir Kumar Roy, all are Sons of - Late Padma Kumar Mondal alias Kartick Chandra Roy, they jointly owners of 03 decimals of land, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 224, *L.R. Khatian No. 508*, of *Mouza - Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Rajarhat (New Town), District - North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet.

AND WHEREAS

The said Madhuri Sarkar, Bhudeb Chandra Roy alias Bhudeb Mondal, Nirmal Kumar Roy alias Nirmal Mondal, all are daughter & Sons of - Late Gangaram Mondal alias Gangaram Roy, Sonamoni Roy alias Sonamoni Mondal, Wife of - Late Gangaram Mondal alias Gangaram Roy, Nemai Kumar Biswas, Putul Roy, both are Son & daughter of - Late Klutish Biswas, Pankaj Kumar Naskar, Manoj Naskar, both are Sons of - Swapan Kumar Naskar AND Swapan Kumar Naskar, Son of - Ratan Chandra Naskar, were in peaceful possession and occupation over the said *01.50 decimals* of land out of 03 decimals of land, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land *01.50 decimals* out of 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 224, *L.R. Khatian Nos. 652, 476 & 1002*, of *Mouza - Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Rajarhat (New Town), District - North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet AND

The said Shankar Kumar Roy, Tarak Chandra Roy & Samir Kumar Roy, all are Sons of - Late Padma Kumar Mondal alias Kartick Chandra Roy, were in peaceful possession and occupation over the said *01.50 decimals* of land out of 03 decimals of land, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land *01.50 decimals* out of 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian No. 224, *L.R. Khatian No. 508*, of *Mouza - Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Rajarhat (New Town), District - North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet,

Aggregating to 03 decimals of land, more fully and particularly described in the Schedule "A" herein under written, The aforesaid Madhuri Sarkar & 11 others jointly Sold transferred & conveyed to one *Bakul Roy*, daughter of – Late Gangaram Roy alias Ganga Ram Mondal, of – Jatragachi, P.S.- New Town, District – North 24 Parganas, Kolkata – 700157, by virtue of a Deed of Sale (Bengali Saf Kobala), being No. 1523 03358, dated 18/03/2020 registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2020, Pages from 136177 to 136220, being No. 1523 03358 for the year 2020, and delivered peaceful possession in her favour.

AND WHEREAS

After Purchasing the said 03 decimals of land *the said Bakul Roy*, recorded her name with the Office of the B.L. & L.R.O. Rajarhat and a new L.R. Khatian was published in her name, vide *L.R. Khatian No. 2391*.

AND WHEREAS

The said *Bakul Roy*, was in peaceful possession and occupation over the said 03 decimals of land, Comprised in *R.S. & L.R. Dag No. 1248*, (area of land 03 decimals out of 09 decimals, recorded Bastu), C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 508, 652, 476 & 1002, present *L.R. Khatian No. 2391*, of *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, she sold transferred & Conveyed to one *Sudeshna Mondal (i.e. the land owner herein)*, by virtue of a Deed of Sale, being No. 1523 05236, dated 07/03/2024 registered at A.D.S.R. – Rajarhat (New Town) and recorded in Book No. I, Volume No. 1523-2024, Pages from 179415 to 179441, being No. 1523 05236 for the year 2024, and delivered peaceful possession in her favour.

AND WHEREAS

For Joint utilization and commercial exploitation of the separate plots into one plot, the land owner / First Party hereby decided to amalgamated her into one land at the time of physical measurement of the aforesaid separate plots of land, the land owner / First Party herein found that the total physical measurement of the said separate plots of land collectively *11.16 (Eleven Point One Six) decimals* of land equivalent to *06 (Six) Cottahs 12 (Twelve) Chittacks* be the same a little more or less morefully and collectively described in the "**Schedule - A**" hereunder written and the land owner / First Party herein executed a Deed of Amalgamation dated 09/04/2024, being No. 1523 05848, registered at A.D.S.R. Rajarhat (New Town) and recorded in Book No. 1, Volume No. 1523-2024, Page from To and amalgamated the said plot of land, morefully and particularly described in the Schedule 'A' hereunder written.

AND WHEREAS

Thus the **LAND OWNER/FIRST PARTY** herein is became the absolute lawful recorded owner of a piece and parcel of Bastu land measuring an area *11.16 (Eleven Point One Six) decimals* of land equivalent to *06 (Six) Cottahs 12 (Twelve) Chittacks* of land be the same a little more or less, Comprised in

R.S. & L.R. Dag No. 1246, (area of land *04.50 decimals* out of 09 decimals, Share 05000) &

R.S. & L.R. Dag No. 1248; (area of land *03.66 decimals* out of 09 decimals, Share 04066)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 223, 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, L.R. Khatian Nos. 2026 & 2027, L.R. Khatian No. 2464, at present **L.R. Khatian No. 2515**,

R.S. & L.R. Dag No. 1248, (area of land *03 decimals* out of 09 decimals, Share 03333)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, at present **L.R. Khatian No. 2391**,

at **Mouza – Jatragachi**, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, and she has been possessing and enjoying the same without interruption of others, morefully and particularly described in the Schedule 'A' hereunder written.

AND WHEREAS

Thus the **LAND OWNER/FIRST PARTY** herein is now seized and possessed of or otherwise well and sufficiently entitled to the said land and hereditaments in fee simple thereto free from all encumbrances, liens, lispendens, charges and mortgages whatsoever.

AND WHEREAS

The **LAND OWNER/FIRST PARTY** recorded owner of the aforesaid piece and parcel of Bastu land measuring an area **11.16 (Eleven Point One Six) decimals** of land equivalent to **06 (Six) Cottahs 12 (Twelve) Chittacks** of land be the same a little more or less, Comprised in

R.S. & L.R. Dag No. 1246, (area of land **04.50 decimals** out of 09 decimals, Share 05000) &

R.S. & L.R. Dag No. 1248, (area of land **03.66 decimals** out of 09 decimals, Share 04066)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 223, 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, L.R. Khatian Nos. 2026 & 2027, L.R. Khatian No. 2464, at present **L.R. Khatian No. 2515**,

R.S. & L.R. Dag No. 1248, (area of land **03 decimals** out of 09 decimals, Share 03333)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, at present **L.R. Khatian No. 2391**,

at *Mouza – Jatragachi*, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, fully described in the Schedule 'A' herein below and thus seized and possessed of the same as absolute owner without any interruption from any corner whatsoever as free from all encumbrances, decided to develop the aforesaid property and knowing the very intention of the Land Owner the Developer approached the Land Owner to allow the *Promoter/Developer* to construct the said proposed multi-storied building on their land/premises, which the Land Owner herein has accepted the same and has decided to enter into a development agreement with the *Promoter/Developer* herein.

ARTICLE – I, DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with the subject or context :-

1) **LAND OWNER** :- shall mean the said **SUDESHNA MONDAL**, Wife of – Dipak Chowdhury, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at – Jatragachi, P.O. – Ghuni, P.S. – New Town Eco Park, District - North 24 Parganas, Kolkata – 700 161,

3) **EXISTING LAND** :- shall mean All that piece and parcel of Bastu land measuring an area *11.16 (Eleven Point One Six) decimals* of land equivalent to *06 (Six) Cottahs 12 (Twelve) Chittacks* of land be the same a little more or less, Comprised in

R.S. & L.R. Dag No. 1246, (area of land *04.50 decimals* out of 09 decimals, Share 05000) &

R.S. & L.R. Dag No. 1248, (area of land *03.66 decimals* out of 09 decimals, Share 04066)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 223, 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, L.R. Khatian Nos. 2026 & 2027, L.R. Khatian No. 2464, at present *L.R. Khatian No. 2515*,

R.S. & L.R. Dag No. 1248, (area of land *03 decimals* out of *09 decimals*, Share 03333)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 224 & 508, L.R. Khatian Nos. 476, 652 & 1002; at present *L.R. Khatian No. 2391*, at *Mouza – Jatragachi*, J.I. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana – Kolikata, P.S. – Rajarhat, A.D.S.R. Rajarhat (New Town), District – North 24 Parganas, Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, fully described in the Schedule 'A' herein below.

4) **NEW BUILDING** : shall mean the residential cum commercial multi-storiyed building as per available sanctioned building Plan which will be sanctioned by the Jyangra Hatiara 2-No. Gram Panchayet/North 24 Parganas, Zilla Parisad & Rajarhat Panchayet Samity/Concerned Authority, which will be constructed over the schedule 'A' property, in accordance with law morefully and particularly described in the 'B' Schedule hereunder written which will be known and/or named as ".....".

5) **UNITS** : shall mean the flats, offices, shops, go downs and/or other spaces in the building intended to be built and constructed as per the sanctioned plan and/or constructed area capable of being exclusively occupied and/or enjoyed.

6) **COMMON AREA FACILITIES AND AMENITIES** : shall mean and include, corridors stair ways, lift, passage ways, tube well, Space overhead water tank, water pump and motor and other facilities, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owner and the Developer.

7) **BUILT UP AREA** : shall mean the area covered with outer wall and constructed for the unit including common partition, and cent percent area covered by the individual wall for the unit. It is applicable for individual unit (consult with architect).

8) **COVERED AREA** : - shall mean total built up area for any unit plus proportionate area share of stair/lobby/lift (if installed) etc.

9) **SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE** :- shall mean and include the total covered area of the unit plus proportionate stair and lobby plus 25% service area, over the aforesaid total covered area. (applicable for developers allocation only or third party intending purchasers).

10) **ARCHITECT**: shall mean the architect to be appointed by the Developer for the time being and/or such other architect during or at material point of time of construction of the proposed building.

11) **SANCTION PLAN**: shall mean the existing sanction plan and the one that will be sanction by the concerned authority at the cost of Developer.

12) **LAND OWNERS' ALLOCATION** : The Land Owners/First Party hereto in consideration of allowing the developer to develop the said premises as stated in the Schedule "A" herein underwritten by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

a) The land owners/First Party will get 50% of the proposed new building consisting of complete flats, Shop and car parking space. (The Land Owners/First Party allocation will be 50% area of the Ground floor, Entire First Floor AND Entire Fourth floor as per the sanctioned building plan).

b) The Landowners will be entitled to a sum of *Rs.50,00,000/- (Rupees Fifty Lakh)* only as Refundable Security Deposit which has been already paid by The Developers to The Landowner before the date of this agreement, which will be refunded to the developer at the time of possession of land owners allocation.

c. The flats referred above will be in habitable condition including, common facilities, common parts and common amenities of the building together with the undivided, proportionate and impartible share of land with all its amenities and facilities as mentioned in the Schedule "F" hereunder written.

- 13) **DEVELOPER'S ALLOCATION** : The Developer will get remaining portion of the constructed area in the proposed multi-storied building (after deducting the Owner's Allocation) including proportionate share of the land and common areas, facilities and amenities attached with the proposed building and the said property absolutely shall be the property of the developer after providing the Land Owner/First Party' allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by any mode of Transfer of Property Act and/or lease, let out, or in any manner may as the absolute owner thereof.
- 14) **COMMON EXPENSES** : shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the proposed building and after delivery of possession and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the schedule 'D' hereunder written.
- 15) **UNDIVIDED SHARE** : shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.
- 16) **TRANSFER** : with its grammatical variations shall mean and include a transfer by possession and by other means adopted for effecting what is understood as a transfer of a flat/unit, shop & parking space in the multi-storied building on the said land to the purchasers.
- 17) **TRANSFEREES** : shall mean the purchasers to whom any flat, unit, shops, car parking space, commercial space and other space in the said building will be transferred.
- 18) **MEMORANDUM OF AGREEMENT** : shall mean this Agreement dated 12th day of April, 2024, A.D. between the Land Owner and the Developer in respect of Schedule 'A' property and construction of building thereon with terms and conditions embodied hereto.
- 19) **SPECIFICATIONS** : shall mean the materials and specifications mentioned in the ***SCHEDULE "E"*** hereunder written.

Page No. 21
ARTICLE – II

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties as follows :-

- a) The Land Owner/First Party have represented to and assured the Developer/Second Party that the said land/premises is free from all encumbrances, attachments, liens, trusts, charges, acquisitions and requisitions having a clear and marketable title.
- b) Simultaneously with the execution of this Indenture, the Land Owner/First Party will deliver to the developer all original documents of title in respect of the property in question. If it is found there is any defect in the title of the said property the land owner will be responsible to clear the said defect at their own cost.
- c) That the Developer shall at its own cost will demolish the existing four boundary walls if required and shall remove all debris and salvage materials from the site and shall be entitled exclusively to retain the sale proceeds of the salvage materials so obtained from the said demolition of the existing structure.

That the Land Owner/First Party will get owners' allocation of the said proposed building mentioned and subject to it the owner do hereby grant the right to the developer to construct a multi-storied building on the schedule "A" property within the stipulated period mentioned herein.

- d) The Land Owner/First Party shall execute and register a Deed of Development Power of Attorney in favour of 1) **PRIYA RAY**, Wife of – Aranya Ray, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at – AA-55, Ray Mention, Street No. 69, Action Area I, New Town, P.O. & P.S. – New Town, Kolkata – 700 156, 2) **RIMPA SARKAR**, Wife of – Dipankar Sarkar, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at – Jatragachi, P.O. – Akankha, Action Area - IIC, P.S. – New Town, District – North 24 Parganas, Kolkata - 700161, 3) **SAMIMA SULTANA**, Wife of – Sk. Alibardin Mandal, by faith – Islam, by Nationality – Indian, by Occupation – Business, residing at – Jagadishpur, P.O. & P.S. – Rajarhat, District – North 24

Contd.....P/22

Parganas, Kolkata - 700135, the Partners of **IDEAL CONSTRUCTION**, a Partnership Firm, having its office at - Jatragachi, P.O. - Akankha, Action Area - IIC, P.S. - New Town, District - North 24 Parganas, Kolkata - 700161, at the cost of the Developer for the purpose of sanction building plan obtaining additional, revised or further sanction plan, other relevant clearances / permissions from any and / or all competent authorities concerned and also for constructing the building, specifying the right of the Developer to enter into Agreement for Sale of flats / units / shops / enjoyable covered area of developers allocation and to sell the same to the intending buyers and execute and register Sale Deed or Deeds exclusively by the Developer in respect of the Developer's Allocation and also to receive earnest money / booking amount / cost of construction / development charges / whole or part of consideration money from all intending purchaser or purchasers of the said sale exclusively by the Developer.

c) The Land Owner / First Party's allocation shall be used by the Land Owner / First Party only and the second party shall not use the Land Owner/First Party's allocation and the developer's allocation shall be used by the developer / second party or any intending purchaser of such flat on sale by the Developer.

f) The Developer/Second Party hereby undertakes to develop the proposed building exclusively on the Schedule "A" property under the name " ".

ARTICLE - III, BUILDING

1) The Developer shall at its own cost and expenses shall construct the said building on the said premises according to the specification mentioned in the SCHEDULE "E" hereunder written in accordance with the proposed sanctioned building plan by the Jyangra Hatiara 2-No. Gram Panchayet/North 24 Parganas Zilla Parishad and Rajarhat Panchayet Samity/Concern Authority and in compliance with all building Rules, Regulations and provisions. The building to be so constructed shall be with of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such specifications, materials, fixtures and fittings shall be approved of and / or certified by qualified Architect.

2) Due approved quality of the building materials to be applied for construction purpose by qualified Architect as shall be engaged by the developer

Contd.....P/23

shall be final and binding between the parties hereto, materials in no case being of inferior/low quality, so that the proposed building suffers from any damage. In case of any damage is claimed by any person including government authority the Developer shall be responsible and shall take immediate necessary steps in connection with such claims and/or for rectifying such damages and/or for indemnifying the same.

3) The developer hereby agrees and covenants with the land owner to complete the construction of the building within 36 (Thirty Six) Months from the date of Completion of the Sanction building plan of the proposed multi-storied building. The landowners' allocation will be delivered within the period of 36 (Thirty Six) Months from the Completion of the Sanction building plan as mentioned above. Subject to extension thereof for further 06 (Six) Months by way of grace period.

ARTICLE – IV, DEVELOPER'S OBLIGATION

1) The Developer hereby agrees and covenants with the owner not to transfer or assign the benefits of this agreement or any part thereof without the consent in writing of the owner. No consent shall be required from the owner on the part of the Developer to transfer and assign the Developer's allocation to the intending purchaser or purchasers and similarly no consent shall be required by the land owner from the developers to transfer and assign the land owner allocation to intending purchasers.

2) The Developer hereby agrees and covenants with the owner not to do any act, deed, or thing whereby the owner may be prevented from enjoying, selling assigning and/or disposing of any of the portions within the owner allocation in the building.

3) The Developer hereby declares and undertakes that the proposed building shall be completed, within 36 (Thirty Six) Months from the date of Completion of the Sanction building plan, the landowner peaceful vacant possession of the land by the owner to the developer date of this Agreement and a further 06 (Six) Months by way of grace period.

4) After completion of the said newly proposed building, the owners' allocation shall be handed over to the owner and the developer shall have the right to sell, assign or transfer the developer's allocation in favour, of the intending purchaser/purchasers.

- 5) After completion of the total constructional work of the proposed multi-storied building, the Developer shall inform the owner in writing about such construction as also asking them in writing to take possession of owners' allocation in the building as per terms as stated above and the landowner will refund her security deposit to the developer before possession of the landowner's allocation.
- 6) That the owner shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building and all the service taxes on part of Developer's allocation shall be paid by the Developer only.
- 7) The Developer as per terms as agreed undertakes to bear all cost and expenses for the construction of the multi-storied building proposed to be constructed at the premises.
- 8) If any litigation results from any transaction respecting any unit and/or flat within the allocation of the Developer and landowner in such circumstances the developer and landowner shall be solely liable therefore.
- 9) Income Tax, Sales Tax, GST, and other tax liabilities as may be arise out of sale of the allocation of the Developer as agreed, or any portion thereof shall be borne solely by the Developer and the moneys received by the Developer being considered their income in the fullest sense of the term and the owner having nothing to do nor any interest therein nor being related there to shall have no tax liability therefore in any manner whatsoever.
- 10) Any personal liability as against the Developer shall not be included in the Development project agreed to be undertaken.
- 11) That after completion of the building the Developer shall hand over the owners' allocation as per specification mentioned in the Schedule 'E' hereunder written.

- 12) The developer shall take consent of the landowner related to the sanction plan and elevation of the building.
- 13) The developer shall time to time provide Copy of all building documents such as sanctioned Plan, completion certificate, conversion etc.
- 14) The landowner is give vacant peaceful possession of the Schedule "A" land to the developer in this execution of this agreement.

ARTICLE – V, OWNER' OBLIGATIONS

- 1) The owner has agreed to handover vacant peaceful possession of the land/premises to the developer free from all encumbrances and charges subject to developer paying the owner a sum of *Rs. 50,00,000/- (Rupees Fifty Lakh) only* to be kept as refundable interest free security deposit before possession of the land owner's allocation. The owner/first party can sale the flat/shop/parking space under her allocation to the third party.
- 2) Subject to the preceding clauses, the owner hereby grant exclusive licensee and permission to the Developer to construct, erect and complete the proposed building on the said land including the owner's allocation of the said proposed building in accordance with the sanctioned building plan as per specification contained in the Schedule "E" hereunder written.
- 3) The Developer shall be exclusively entitled to the Developer's allocation in the building with the right to transfer or otherwise deal with or dispose of the same subject to compliance of the terms and conditions of this agreement and similarly no consent shall be required by the land owner from the developers to transfer and assign the land owner allocation to intending purchasers.
- 4) The owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with the building rules and use good quality building materials and in accordance with law.

5) The owner hereby agree and covenant with the developer that it/they will not do any act deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation and/or selecting the person in whose favour the developer shall sell/transfer the developer's allocation.

6) The landowner's shall have all the rights to sell, transfer, convey it's allocation to it's nominated persons, purchasers, buyers and to receive the entire consideration money of such sale, transfer and to execute and register and sign the Sale Deed/Deeds in favour of the Purchaser or Purchasers by it's own pen.

7) The landowner's would be at liberty to sell, lease, transfer, assign, convey, flats, spaces, structure, units of the landowner's allocation in the proposed building, to any intending purchaser / purchasers and execute and register Sale Deed/Deeds in respect of such sale in favour of the purchaser / purchasers and shall receive entire consideration money against valid receipt.

8) The owner hereby agree and covenant, with the Developer not to let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof to any other party as per terms of this agreement.

9) That the owner undertake that during the continuance of this agreement she shall not enter into any Development or sale agreement with any third party in respect of the said land or any part thereof but the land owner shall have every right to enter into agreement including sell agreement in respect of owner allocation mentioned above of the said proposed multi-storied building.

10) It is agreed that upon completion of the proposed multi-storied building and upon delivery of the possession of the owner allocated portion by the developer all proportionate levies and taxes which will be finally assessed by the Jyanger Hatiara 2-No. Gram Panchayet/Concerned Authority, in respect of the owner allocated portion in the proposed multi-storied building shall be paid by the land owner from the date of taking over the possession of their entire allocated portion.

11) The owner hereby undertake to execute and register a Development Power of Attorney in favour *Priya Ray, Rimpa Sarkar & Samima Sultana*, Partners of the Developer firm.

ARTICLE – VI, OWNERS' RIGHT

That the owner shall be entitled to transfer and otherwise deal with the owner allocation of the building to any person/persons and intending purchaser or purchasers in any manner.

ARTICLE – VII, SECURITY DEPOSIT

The sum of *Rs. 50,00,000/- (Rupees Fifty Lakh)* only shall be treated as the interest free Security deposit which will be refundable except on cancellation of this agreement.

ARTICLE – VIII

RIGHTS AND LIABILITIES OF THE DEVELOPER:-

1) The Developer shall have all the rights to sell, transfer, convey it's allocation to it's nominated persons, purchasers, buyers and to receive the entire consideration money of such sale, transfer and to execute and register and sign the Sale Deed/Deeds in favour of the Purchaser or Purchasers by it's own pen by virtue of a Development Power of Attorney to be executed and registered under Section 17 (1) of the Registration Act. by the owner at the Developer's cost and expenses in favour of *Priya Ray, Rimpa Sarkar & Samima Sultana* empowering their to do or to allocate to it's nominated person or persons and/or purchaser and to receive entire consideration money thereof.

2) The Developer would be at liberty to sell, lease, transfer, assign, convey, flats, spaces, structure, units of the Developers allocation in the proposed building, to any intending purchaser / purchasers and execute and register Sale Deed/Deeds in respect of such sale in favour of the purchaser / purchasers and shall receive entire consideration money against valid receipt by virtue of Development Power of Attorney to be executed and registered by the owner at the Developer's own costs and expenses in favour of *Priya Ray, Rimpa Sarkar & Samima Sultana* and none else.

- 3) The Developer hereby covenants and agrees with the Owner that the Construction works and any technical and/or engineering defects and/or deviation and/or additions/ alteration of the proposed multi-storied building will be the sole and absolute risk and responsibility of the Developer. The Owner shall however not interfere with the same and shall have no concern with the same and the decision of the Developer shall be final, conclusive and binding with regards thereto. However any deviations and/or addition / alterations so done or caused to be done in any portion of the proposed multi-storied building shall not be the responsibility of the owner.
- 4) All taxes, if at all, imposed by the Jyangra Hatiara 2-No. Gram Panchayet in respect of the said land/premises till completion of the proposed multi-storied building shall be borne by the Developer.
- 5) The Jyangra Hatiara 2-No. Gram Panchayet, Panchayet taxes, bills, etc. has already been paid up to date by the owner.
- 6) The Developer shall be solely authorized to execute and to register the Sale Deed or Deeds concerning to the intending purchaser/s in respect of the units, flats, and other space of the developer's allocation by virtue of a development Power of Attorney to be registered, if required under Section 17(1) of the Registration Act. By the Owner in favour of *Priya Ray, Rimpa Sarkar & Samima Sultana* and at the costs of the Developer alone.
- 7) The Owner do hereby nominate, constitute and appoint the Developer above mentioned to execute and perform all or any of the following acts, deeds, matters and things that is to say :-
 - a) To prepare additional revised sanction plan for the said proposed multi-storied building under various relevant sections of the prevailing laws from the competent authorities and to sign all or any documents whatsoever necessary for and or behalf of the owner.

b) To negotiate, discuss and obtain necessary permissions and sanctions from the Jyangra Hatiara 2-No. Gram Panchayet / Zilla Parisad North 24 Parganas / NKDA / WBHIDCO / Airport Authority of India, Public Works Department, West Bengal State Electricity Board / CESC Ltd, S.D.D.M, K.M.D.A / Concern Authority and all other duly constituted statutory and local bodies/authorities for developing the said land/premises by effecting construction thereon, to sign all applications, affidavits, papers and documents there for.

c) To sell, assign and transfer and/or grant lease of the flats, enjoyable covered area of the Developer's allocation in the proposed multi-storiyed building, to the intending purchaser/s and to execute and register Sale Deed/s, Lease Deed/s and other documents in respect thereof in the name/s of the purchaser/s or their nominee/s and to receive, collect and realize the entire consideration money and other payments exclusively from the intending purchaser/s in terms of Agreement/s for Sale to be entered by and between the intending purchasers and Developer for the developers allocation and open to sky space allotted as Developer's allocation and other share more fully described in the Schedule "B" hereunder.

d) To have the right to offer, invite, make publicity by way of advertising or otherwise and to promote selling of the flats, shops, offices, units, enjoyable covered area in respect of the Developer's Allocation.

e) To have exclusive rights to sell, transfer, lease, let-out assign and convey undivided proportionate share or interest in respect of Developer's Allocation to the intending purchasers and execute and register Conveyance, Conveyances, Lease Deed/s in the name of the respective Transferees for and on behalf of the Owner by virtue of Development Power of Attorney to be registered in this respect and the Developer shall receive and take the entire consideration money for sale of Developer is allocation.

f) To have exclusive right to receive all consideration monies, rents, sales, profits, emoluments in respect of developers allocation and grant receipts thereof the said sale and/or lease by virtue of the said Developers Power of Attorney.

- g) To be empowered to execute, sign and register all the Agreements for Sale and all the Sale Deed/s or Lease Deed/s in favour of the intending purchasers, transferees, by virtue of Development Power of Attorney to be executed by the Land Owner / First Party in favour of the Developer in respect of the developers allocated area, space, units flats and the Owner shall be liable to sign all necessary papers, plan applications for sanction, revalidation of plan and regularization of deviations, if any in the constructed building and all other document/s or papers which will be lawfully required since the date of execution of this agreement till the date of completion of the construction work of the proposed multi-storied building and also till the completion of the execution and registration of all Sale Deeds by the Developer. The Owner shall never raise any claim or objection to the said Sale and/or transfer and to deliver the possession of the respective flats, offices, shops, units, enjoyable covered area in respect of the developers allocation to the purchasers and / or transferees in respect of the said multi-storied building.
- h) To hold and/or possess the said plot of land for construction being exclusive lawful attorney and/or agent of the owner and shall have authority to construct the building on the said plot of land will be sanction building plan by the Jyangra Hatiara 2-No. Gram Panchayet/Zilla Parisad and Rajarhat Panchayet Samity/Concerned Authority.
- i) After Completion of the Sanctioned Building Plan with the Concerned Authority the developer and land owner will bound to complete a Supplementary Development Agreement. Specifying the floor wise distribution of Flats and Shops of the Owner & landowner's as per ratio.
- j) To have right for any amendment or modification as to be required in the building plan at it's own cost and expenses and the Developer will pay and bear all fees including architect's fees and Panchayet/Zilla Parisad & Panchayet Samity charges and expenses required to be paid or deposited, for such amendment and/or modification of the building plan but the owner or other allocation will not be prejudiced for the same of the said amendment or modification. However it is hereby agreed that in the event of the Developer getting sanction of any extra floor in addition to the proposed multi-storied building in that event all expenses in respect of the additional floor shall be borne and paid by the Developer.

k) To be entitled to enter into agreement with the intending purchaser or purchasers for selling their allotted portion mentioned above excluding the owner share and shall settle terms with the perspective buyers of the flats/units etc. and the owner will not be responsible for the same.

But Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner on the said plot or any part thereof to the Developer or is creating any right, title or interest in respect thereof to the Developer other than an exclusive licensee to the Developer to commercially exploit the said plot and to deal with the Developer's allocated area in the building in the manner herein stated after completion of the building and after delivery of possession of the owner's allocation to the owner.

ARTICLE – IX **FORCE MAJEURE CLAUSE**

That if for any act of God like flood, earthquake, riots, lockdown, civil war, act of terrorism, or civil disputes, the construction cannot be completed within the stipulated period of 36 (Thirty Six) Months from the date of Completion of the Sanction building plan of the proposed multi-storied building. The landowners' allocation will be delivered within the period of 36 (Thirty Six) Months from the Completion of the Sanction building plan as mentioned above. Subject to extension thereof for further 06 (Six) Months by way of grace period.

ARTICLE – X **DISPUTES**

Any dispute arising at any time between the Land Owner/First party and the Developer/Second Party relating to the construction of the proposed multi-storied building or concerning to any thing/matter arising out of these presents shall be mutually settled between the parties concerned failing which, the matter shall be referred to the Arbitrators according to the provisions of the new Arbitration and Conciliation Act. 1996 and/or proceeding or any statutory modifications or re-enactment thereof for the time being in force.

ARTICLE – XI,
DEVELOPER'S DUTY

1) That the Developer hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owner is prevented from enjoying selling disposing of the owner's allocation in the building at the said premises after delivery of possession thereof to the owner.

2) The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or omissions commissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceed and / or otherwise with regard to the owner share or allocation and the Developer hereby undertake to indemnify and keep the owner indemnified from and against all actions suits costs proceedings and claims and demands that may arise out of the said construction/Development of the building or for any defect therein or for any accident happened during the construction of the said building.

ARTICLE – XII, DEFINITIONS MISCELLANEOUS

1) The owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

2) The name of the building shall be ".....".

3) As and from the date of completion of the building and after handing over the possession of the owner's allocation the developer and/or its transferees and the owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern proportionately. And the proportionate cost towards regular maintenance charges.

- 4) Out of the landowner's allocation the landowner will be sale her allotted portion to the intending Purchaser/Third Party or her transferee shall must be liable to pay and bear electric transformer, lift, Community hall, CC Camera & Other Charges, to the Developer.
- 5) The building to be constructed by the developer shall be made in accordance with the specification more fully and particularly mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.
- 6) The Developer shall frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon.
- 7) The owner and the Developer or their nominees hereby agree to abide by all the rules and regulation of such Management/Society/Association and hereby give their consent to abide by the same.
- 8) The owner/developer and the prospective purchasers shall take the benefit of the Apartment Ownership Act. 1972.

ARTICLE - XIII, OWNER INDEMNITY

- 1) The owner hereby already handed over the Original and Xerox copies of all necessary deed and documents relating to the title of the said land to the developer to enable them to sell the Developer's allocation to the intending purchasers.
- 2) The owner hereby undertake that the Developer shall be entitled, to the said constructions and shall enjoy it's allocation without any interference or disturbance provided the developer performs observes and fulfills all the terms and conditions herein contained and/or on it's part to be observed performed and/or fulfilled.

ARTICLE – XIV, TITLE DEED

The original papers of the said lands, more fully and particularly described in the schedule "A" hereunder written, shall always be in possession of the Developer, and all prospective buyers of the Developer's allocation shall be entitled to have inspection and make extract there from at their cost and expenses from the office of the Land owner.

This original development agreement will remain in the custody of the developer and certified copy of the same will remain in the custody of the owner and all intending purchasers of land owner can inspect from the developer the property documents if required.

ARTICLE – XV, EXTRA FLOOR

That if any additional floor is constructed on the multi-storied building, all expenses for construction and other fees and fines to be incurred to regularize the said construction shall be borne and paid by the Developer. For additional Floor the landowner will get 33% as land owner's allocation and remaining portion will get developer.

ARTICLE XVI, DEFINITIONS ARBITRATION CLAUSE

It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or other wise shall be referred for arbitration which will be adjudicated in accordance with the Arbitration and Conciliation Act, 1996, or any amendment thereon as may be applicable. The Arbitrator shall have the right to proceed summarily and to make interim awards and shall not be bound by any rules of evidence or procedure that could have been avoided by express direction of the parties hereto under the law. All verdicts judgments and award made and published by such arbitration shall be final conclusive and binding on the parties.

In case agreement unless it is contrary or repugnant to the contest.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

THE SCHEDULE "A" ABOVE REFERRED TO:
(DESCRIPTION OF THE LAND/PREMISES/PROPERTY)

ALL THAT piece and parcel of Vacant Bastu land measuring an area 11.16 (Eleven Point One Six) decimals of land equivalent to 06 (Six) Cottahs 12 (Twelve) Chittacks of land be the same a little more or less, Comprised in

R.S. & L.R. Dag No. 1246, (area of land 04.50 decimals out of 09 decimals, Share 05000) &

R.S. & L.R. Dag No. 1248, (area of land 03.66 decimals out of 09 decimals, Share 04066)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 223, 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, L.R. Khatian Nos. 2026 & 2027, L.R. Khatian No. 2464, at present L.R. Khatian No. 2515,

R.S. & L.R. Dag No. 1248, (area of land 03 decimals out of 09 decimals, Share 03333)

Under C.S. Khatian No. 169, R.S. Khatian No. 123, L.R. Khatian Nos. 224 & 508, L.R. Khatian Nos. 476, 652 & 1002, at present L.R. Khatian No. 2391, of Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 10, Pargana - Kolikata, P.S. - Rajarhat, A.D.S.R. Rajarhat (New Town), District - North 24 Parganas. Within the local limit of Jyangra Hatiara 2-No. Gram Panchayet, which is fully shown and delineated in the Plan annexed hereto and boundary line marked by colour **RED** The said plan will be treated as part of this development Agreement.

-: Butted and bounded as follows :-

On the North	:	23 Feet wide Gram Panchayet Road.
On the South	:	R.S. & L.R. Dag No. 1247 & 1249.
On the East	:	R.S. & L.R. Dag No. 1246, Samir Roy & Others.
On the West	:	R.S. & L.R. Dag No. 1248 & Nirmal Kumar Roy.

ContdP/36

SCHEDULE "B"

All that proposed multi-storiyed building known as "....." to be constructed on the schedule "A" property comprising of various self contained flats and shop rooms together with common areas, facilities, amenities and easement as are attached therewith.

THE SCHEDULE "C" ABOVE REFERRED TO :-
(OWNER'S ALLCOATION)

The Land Owners/First Party hereto in consideration of allowing the developer to develop the said premises as stated in the Schedule "A" herein underwritten by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

a) The land owners/First Party will get 50% of the proposed new building consisting of complete flats, Shop and car parking space. (The Land Owners/First Party allocation will be 50% area of the Ground floor, Entire First Floor AND Entire Fourth floor as per the sanctioned building plan).

b) The Landowners will be entitled to a sum of Rs. 50,00,000/- (Rupees Fifty Lakh) only as Refundable Security Deposit which has been already paid by The Developers to The Landowner before the date of this agreement, which will be refunded to the developer at the time of possession of land owners allocation.

d. The flats referred above will be in habitable condition including, common facilities, common parts and common amenities of the building together with the undivided, proportionate and impartible share of land with all its amenities and facilities as mentioned in the Schedule "F" hereunder written.

THE SCHEDULE "D" ABOVE REFERRED TO :-
(DEVELOPERS ALLCOATION)

The Developer will get remaining portion of the constructed area in the proposed multi-storiyed building (after deducting the Owners' Allocation) including proportionate share of the land and common areas, facilities and amenities attached with the proposed building.

THE SCHEDULE "E" ABOVE REFERRED TO
SPECIFICATION OF WORK TO BE DONE

1. **STRUCTURE:** Building designed with R.C.C. frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL:** 5" or 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL:** 5" or 3" thick brick wall and plastered with cement mortar.
4. **FLOORING:** Flooring of 2' X 2' good quality tiles (all bed rooms, drawings, dinning space, bathroom, w.c. and verandah).
5. **BATH ROOM:** Bath room fitted up to 5' - 6' height with glazed tiles of **Jhanson** brand and other reputed Standard Brand and Roof Treatment.
6. **KITCHEN:** Cooking platform and sink will be of black stone top with 2' - 6" height glazed **Jhanson** brand and other reputed Standard Brand tiles above the cooking platform to protect the oil spot.
7. **TOILET:** Toilets of western-commode of stander brand with standard P.V.C. Cistern, All fittings are in standard type. One wash hand basin is in dining space and Roof Treatment of each flat.
8. **DOORS:** All doors are good quality wooden frame & flash door of standard brand shutter Godrej lock and standard and peep hole on main entrance door, anodized aluminum tower bolt in all doors.
9. **WINDOWS:** Aluminum frame with glass with grill will be provided in the windows.
10. **WATER SUPPLY:** Water supply round the clock is assured for which necessary deep submersible pump will be installed.

11. **PLUMBING:** Toilet concealed plumbing with two bibcock, one shower in toilet, all fitting are Essco Brand.
12. **VERANDAH:** 2 feet height Verandah grill will be provided.

ELECTRICAL WORKS:

1. Full concealed wiring with copper conduit.
2. In Bed rooms three light points, one 5 amp plug point, one fan point and A.C point.
3. Living / dining room: Three light points one Fan points, one 5/15 amp. Plug,
4. Kitchen: One light point, one exhaust fan point and one 15 amp. Plug point.
5. Toilet: One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah: One light point.
7. One light point at main entrance.
8. Calling Bell: One calling bell point at the main entrance.
9. Wire : Branded.
10. Switch : Modular.

PAINTING

- a) Inside wall of the flat will be finished with Putty and external wall with super snow chem. or equivalent as per building elevation colour scheme.
- b) All doors and frames painted with two coats white primer.

Note :-

All materials of specifications of works will be completed with good quality.

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

SCHEDULE "F"

THE OWNER AND THE PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USE OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE & SHALL INCLUDE:-

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground floor to top floor.
- 4) Water pump, pump room, on the ground floor, Darwin room, water tank, water pipes, overhead tank on the roof, and other common plumbing installations.
- 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage, staircase, including, electric meter fittings.
- 7) Lift facilities Automatic.
- 8) Common electric meter and box.
- 9) Electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- 10) Window, doors, grills and other fittings of the common area of the premises including side space open space of the premises.
- 11) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
- 12) Electrical wiring, meters (excluding those are installed for any particular UNIT).

- 13) General common elements of all appurtenances and facilities and other items which are not part of the said UNIT.
- (a) All land and premises described in the Schedule "B" hereinabove written.
 - (b) All private ways, curves, side-walls areas of the said premises excepting the other Garage spaces on the Ground floor.
 - (c) Exterior conduits, utility lines.
 - (d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
 - (e) Extern or lighting and other facilities necessary to the upkeep and safety of the said building.
 - (f) All elevations including shafts, shaft walls, machine rooms and apartments, facilities.
 - (g) All other facilities or elements or any improvement outside the unit but upon the said building, which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - (h) The foundation, corridor, lobbies, Stairways Entrance and exists path ways, fittings, columns, Girders, Beams, supports, and exterior walls of the compel beyond the said Unit side or interior load bearing wall within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
 - (i) Conduits, utility lines, telephone and electrical systems contained within the said building.

SCHEDULE "G"

THE OWNER, PURCHASER OR PURCHASERS SHALL HAVE TO BEAR :

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities

including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, roof, rain water pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the purchaser co-purchaser or other occupiers of the building.

- 2) The costs of cleaning, maintain and lighting the main entrances, passages, landings, stair cases, lift and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- 6) Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 7) Gram Panchayet/NKDA Taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.
- 8) Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
- 9) Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and upkeepment of the building as may be determined by the flat and/or Unit Owners Association.
- 10) The cost of running and maintenance of Lift, if any.

SCHEDULE "H"

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE SAID UNIT INTER-ALIA SHALL INCLUDED THE IMPOSITIONS AND RESTRICTION AS UNDER :-

- 1) Not to carry on or permit to be carried on upon the said "Unit" any offensive or unlawful activities illegal or forbidden under any law for the time being in force.
- 2) Not to demolish or cause to be demolished or damage the said unit or any part thereof.
- 3) Not to do or permit to be done any act deed or thing which may render void or void-able any insurance of any flat, and/or unit and or any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect the other Flat and other Spaces within the said building, or the structure thereof, in any manner whatsoever.
- 6) Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in her said unit or any portion of the building housing the same.
- 7) Not to paint utter walls or portion of her/his/their units, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of his/her/their unit only in any colour of his/her/their choice.
- 8) The purchasers of the unit together with other purchasers or owner of other units shall must have abide by obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.
- 9) Not to encroach any common portion of the building as aforesaid, nor to obstruct, jeopardize the user thereof, nor to encumber any of such portion in any manner whatsoever.

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

SIGNED AND DELIVERED BY

The Owner at Kolkata

In the presence of :-

1. Sigak Choudhury
Co-let Ganesh Choudhury
vill- Dattagachi, co- Action Area - II, PS- New Town
2. Kol- 700161
Aranya Ray.
Newtown, Kol- 700152
AA-55 AA-2, street No: 69.

Sudeshna Mondal

SIGNATURE OF THE

LAND OWNER/FIRST PARTY

IDEAL CONSTRUCTION

Briga Ray

Partner

SIGNED AND DELIVERED BY

The Developer at Kolkata

In the presence of :-

1. Sigak Choudhury
Co-let Ganesh Choudhury
vill- Dattagachi
Po- Action Area - II
PS- New Town
Kol- 700161
2. Aranya Ray.
AA-55 Action Area-1
Street No: 69, Newtown
Kol- 700152

IDEAL CONSTRUCTION

Rim Pa Sankar

Partner

IDEAL CONSTRUCTION

Saima Sultana

Partner

SIGNATURE OF THE
DEVELOPER/SECOND PARTY

Drafted by :-

Sk. Alibardin Mandal

Advocate

District Judges' Court

Barasat, North 24 Pgs.

F-529/299662006.

Printed by :-

Sk. Kutubuddin
Rajarhat, Kol. - 135.

MEMO OF CONSIDERATION

Received a sum of Rs. 50,00,000/- (Rupees Fifty Lakh) only from the within named Developer in the following manner.

<u>Date</u>	<u>Cheque/RTGS/NEFT No.</u>	<u>Bank & Branch</u>	<u>Amount</u>
10/01/2024	647006	Axis Bank Rajarhat Newtown Kolkata - 700156.	Rs. 5,00,000/-
06/03/2024	RTGS	-: Do :-	Rs. 4,00,000/-
06/03/2024	RTGS	SBI Bakultala, Kol. - 61.,	Rs. 7,66,667/-
10/01/2024	000641	ICICI Bank DLF Galleria Branch Newtown, Kol. - 700156.	Rs. 5,00,000/-
06/03/2024	RTGS	-: Do :-	Rs. 4,00,000/-
10/01/2024	520185	SBI Rajarhat Kathgola Kolkata - 700135.	Rs. 5,00,000/-
05/03/2024	IMPSS0054178789	-: Do :-	Rs. 1,00,000/-
06/03/2024	IMPSS0054213628	-: Do :-	Rs. 5,00,000/-
07/03/2024	IMPSS0054250516	-: Do :-	Rs. 5,00,000/-
07/03/2024	520184	-: Do :-	Rs. 1,33,333/-
By RTGS/NEFT/IMPS on different dates			Rs. 7,00,000/-
			<u>Total Rs. 50,00,000/-</u>

Sudeshna Mondal
SIGNATURE OF THE
OWNER /FIRST PARTY

WITNESSES :

- 1) Dipak Choudhury.
- 2) Aruna Ray.

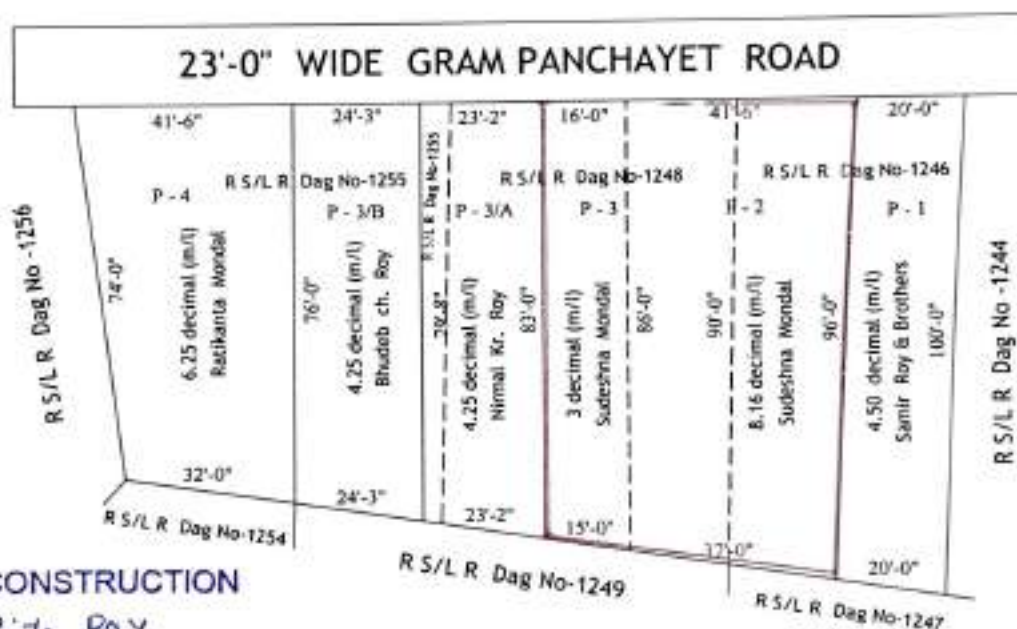
DEVELOPMENT SITE PLAN OF R.S/L.R.DAG NO-1246 & 1248.L.R.KHA.NO-2515,2391.AT MOUZA- JATRAGACHI. J.L.NO-24.P.S.-NEW TOWN.DIST.NORTH 24 PARGANAS. UNDER-JYANGRA- HATIARA NO- 2 GRAM PANCHAYET...

AREA SHAW IN RED BORDER

LAND AREA - 11.16 DECIMAL . (M/L). P - NO- 2 & 3



SCALE - 32'-0" = 1" in .



IDEAL CONSTRUCTION

Bijsa Ray

Partner

IDEAL CONSTRUCTION

Rimbi Sankar

Partner

IDEAL CONSTRUCTION

Sanima Sultana

Partner

SIGNATURE

Sudeshna Mondal

[Signature]
9/4/24

COPIED BY

THE
AT/SELLER/
R/CAIMENT
WITH PHOTO

UNDER RULE 41A OF THE LR. ACT 1968
N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 Sudeshna Mondal	LH.					
	RH.					

ATTESTED :- Sudeshna Mondal

 Priya Ray	LH.					
	RH.					

ATTESTED :-

IDEAL CONSTRUCTION
Priya Ray

Partner

 Rima Samal	LH.					
	RH.					

ATTESTED :-

IDEAL CONSTRUCTION

Rima Samal
Partner

THE
AT/
SELLER/
CAIMENT
TH PHOTO

UNDER RULE 41A OF THE L.R. ACT 1908
N.B. - LH BOX-SMALL TO THUMB PRINTS
RH. BOX- THUMB TO SMALL PRINTS

 <i>Samina Sultana</i>	LH.					
	RH.					

ATTESTED :-

IDEAL CONSTRUCTION

Samina Sultana
Partner

 PHOTO	LH.					
	RH.					

ATTESTED :-

 PHOTO	LH.					
	RH.					

ATTESTED :-



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



192024250011907428

GRN Details

GRN:	192024250011907428	Payment Mode:	SBI Epay
GRN Date:	10/04/2024 10:44:02	Bank/Gateway:	SBIePay Payment Gateway
BRN :	2555605167737	BRN Date:	10/04/2024 10:44:13
Gateway Ref ID:	55689975	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	100420242001190741	Payment Init. Date:	10/04/2024 10:44:02
Payment Status:	Successful	Payment Ref. No:	2000780834/4/2024

[Query No * Query Year]

Depositor Details

Depositor's Name:	Miss Priya Ray
Address:	AA-55, Ray Mention, Street No. 69, Action Area - I, New Town, P.O. and P.S. - New Town, District - North 24 Parganas, Kolkata - 700156.
Mobile:	9836877808
Period From (dd/mm/yyyy):	10/04/2024
Period To (dd/mm/yyyy):	10/04/2024
Payment Ref ID:	2000780834/4/2024
Dept Ref ID/DRN:	2000780834/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000780834/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	2000780834/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	50021
Total				55042

IN WORDS: FIFTY FIVE THOUSAND FORTY TWO ONLY.

12/04/24
1:12 PM

Major Information of the Deed

Deed No :	I-1523-05964/2024	Date of Registration	12/04/2024
Query No / Year	1523-2000780834/2024	Office where deed is registered	
Query Date	21/03/2024 9:55:43 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Alibardin Mandal Barasat Court Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9051072754, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 63,27,720/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 50,021/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Jatragachhi, JI No: 24, Pin Code : 700161

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1246 (RS :-)	LR-2515	Bastu	Bastu	4.5 Dec		25,51,500/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L2	LR-1246 (RS :-)	LR-2515	Bastu	Bastu	3.86 Dec		20,75,220/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L3	LR-1246 (RS :-)	LR-2391	Bastu	Bastu	3 Dec		17,01,000/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
TOTAL :					11.16Dec	0 /-	63,27,720 /-	
Grand Total :					11.16Dec	0 /-	63,27,720 /-	

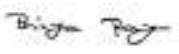
and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sudeshna Mondal Daughter of Dipak Chowdhury Executed by: Self, Date of Execution: 12/04/2024 , Admitted by: Self, Date of Admission: 12/04/2024 ,Place : Office		 Captured	
	12/04/2024	12/04/2024	LT	12/04/2024
Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700161 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India , PAN No.: bxxxxxxx4d, Aadhaar No: 24xxxxxxxx9862, Status :Individual, Executed by: Self, Date of Execution: 12/04/2024 , Admitted by: Self, Date of Admission: 12/04/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	IDEAL CONSTRUCTION Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700161 , PAN No.: AAxxxxxx6M,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
	Priya Ray (Presentant) Wife of Aranya Ray Date of Execution - 12/04/2024, , Admitted by: Self, Date of Admission: 12/04/2024, Place of Admission of Execution: Office		 Captured	
	Apr 12 2024 2:51PM	12/04/2024	LT	12/04/2024
AA-55, Ray Mention, Street No. 69, Action Area I, New Town, City:- Not Specified, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: bcxxxxxx8r, Aadhaar No: 28xxxxxxxx6500 Status : Representative, Representative of : IDEAL CONSTRUCTION (as Partner)				
2	Name	Photo	Finger Print	Signature
	Rimpa Sarkar Wife of Dipankar Sarkar Date of Execution - 12/04/2024, , Admitted by: Self, Date of Admission: 12/04/2024, Place of Admission of Execution: Office		 Captured	
	Apr 12 2024 3:02PM	12/04/2024	LT	12/04/2024

Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700161, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: eaxxxxxx3p, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : IDEAL CONSTRUCTION (as Partner)

3	Name	Photo	Finger Print	Signature
	Samima Sultana Wife of Sk Alibardin Mandal Date of Execution - 12/04/2024, , Admitted by: Self, Date of Admission: 12/04/2024, Place of Admission of Execution: Office	 Apr 12 2024 2:43PM	 LTI 12/04/2024	 12/04/2024
	Jagadishpur, City:- Not Specified, P.O:- Rajarhat, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: faxxxxxx6c, Aadhaar No: 91xxxxxxxx0950 Status : Representative, Representative of : IDEAL CONSTRUCTION (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Dipak Chowdhury Son of Ganesh Chowdhury Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700161	 12/04/2024	 12/04/2024	 12/04/2024
Identifier Of Sudeshna Mondal, Priya Ray, Rimpa Sarker, Samima Sultana			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sudeshna Mondal	IDEAL CONSTRUCTION-4.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Sudeshna Mondal	IDEAL CONSTRUCTION-3.66 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Sudeshna Mondal	IDEAL CONSTRUCTION-3 Dec

Land Details as per Land Record

Journal of Ecology 2000, 88, 1031–1041

Sl. No.	Project Name	Project Description	Project Status	Project Manager
1	1.1	1.1.1	1.1.1.1	1.1.1.1
2	1.2	1.2.1	1.2.1.1	1.2.1.1
3	1.3	1.3.1	1.3.1.1	1.3.1.1

On 08-04-2024

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 63,27,720/-



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

On 12-04-2024

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

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

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

Presented for registration at 12:37 hrs on 12-04-2024, at the Office of the A.D.S.R. RAJARHAT by Priya Ray .

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

Execution is admitted on 12/04/2024 by Sudeshna Mondal, Daughter of Dipak Chowdhury, Jatragachi, P.O: Akankha AA IIC, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by Profession House wife

Identified by Dipak Chowdhury, . . Son of Ganesh Chowdhury, Jatragachi, P.O: Akankha AA IIC, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by profession Business

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

Execution is admitted on 12-04-2024 by Priya Ray, Partner, IDEAL CONSTRUCTION (Partnership Firm), Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S.-New Town, District-North 24-Parganas, West Bengal, India, PIN:- 700161

Identified by Dipak Chowdhury, . . Son of Ganesh Chowdhury, Jatragachi, P.O: Akankha AA IIC, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by profession Business

Execution is admitted on 12-04-2024 by Rimpa Sarkar, Partner, IDEAL CONSTRUCTION (Partnership Firm), Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S.-New Town, District-North 24-Parganas, West Bengal, India, PIN:- 700161

Identified by Dipak Chowdhury, . . Son of Ganesh Chowdhury, Jatragachi, P.O: Akankha AA IIC, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by profession Business

Execution is admitted on 12-04-2024 by Samima Sultana, Partner, IDEAL CONSTRUCTION (Partnership Firm), Jatragachi, City:- Not Specified, P.O:- Akankha AA IIC, P.S.-New Town, District-North 24-Parganas, West Bengal, India, PIN:- 700161

Identified by Dipak Chowdhury, . . Son of Ganesh Chowdhury, Jatragachi, P.O: Akankha AA IIC, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,021.00/- (B = Rs 50,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/04/2024 10:44AM with Govt. Ref. No: 192024250011907428 on 10-04-2024, Amount Rs: 50,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 2555605167737 on 10-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 572, Amount: Rs.5,000.00/-, Date of Purchase: 04/08/2021, Vendor name: MITA DUTTA

2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/04/2024 10:44AM with Govt. Ref. No: 192024250011907428 on 10-04-2024, Amount Rs: 5,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 2555605167737 on 10-04-2024, Head of Account 0030-02-103-003-02



Sanjoy Basak

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2024, Page from 234799 to 234855
being No 152305964 for the year 2024.



Sanjoy Basak

Digitally signed by SANJOY BASAK
Date: 2024.04.24 10:47:13 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 24/04/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.