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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached to the document are the part of this d.

A.D.R. Gupta
Barrister at Law

10 JUL 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 10th day of July

Two Thousand Twenty Three (2023) A.D.

BETWEEN

and include its successors in office, executors, administrators, legal

0000
S.L. No. 1313 Date. 05/07/2023
Name. B D Construction
Address. 3094, Lankapur
Value. 5010



Pergana Bagga

P.O. Lankapur Kolt-153

Govt. Stamp Vender
DEBPRASAD BISWAS
Sonarpur A.D.S.R.O., Kol.-150

75



A.D.S.R. Office
South M. Pergana

0 JUL 2023

Malay Saha
S/o - Late Debiprasad Saha
Add - Laksegandem
P.O - Lankapur
P.S - Sonarpur
Howrah Sadar
Kol - 700 153
Occ - Business,

SMT. MALLIKA BISWAS, (PAN- BFCPB0513F, AADHAAR No. 434832170629, Mob: 9433948540), wife of Sri Prantosh Biswas, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at 2614, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District: South 24-Parganas, hereinafter called and referred to as the "**FIRST PARTY/ OWNER**" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

A N D

"B.D. CONSTRUCTION" (PAN- ABBFB2713M), a Partnership Firm, having its registered office at 3094, Laskarpur Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District: South 24-Parganas, being represented by its Partners (1) **SRI SANKAR DAS, (PAN- ENUPD4548F, AADHAAR No. 471459399874, Mob: 6291326662)**, son of Late Ramesh Das, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District: South 24-Parganas, (2) **SRI PRABIR DAS, (PAN- AJMPD3458L, AADHAAR No. 796607506089, Mob: 98311885877)**, son of Late Paresh Das, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 3094, Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District: South 24-Parganas, hereinafter called and referred to as the "**SECOND PARTY/DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, administrators, legal representatives and assigns) of the **OTHER PART**.



[Handwritten signature]

A.D.S.R. Garia
South 24 Parganas

10 0 JUL 2023

WHEREAS ALL THAT piece and parcel of homestead land measuring 4 Cottahs a little more or less situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. Plot (Dag) Nos. 825(P) & 782(P), L.O.P. No. 473, P.S. Sonarpur now Narendrapur, A.D.S.R. Office formerly Sonarpur at present Garia, now within the limits of Rajpur-Sonarpur Municipality under Ward No. 31, in the District South 24-Parganas was acquired by Smt. Snehalata Sengupta, wife of Late Dharendra Nath Sengupta of L.O.P. No. 473, Garia Laskarpur G.S. Scheme, P.S. Sonarpur now Narendrapur, District: South 24-Parganas by a registered Deed of Gift dated 28th day of July 1992 from the Governor of the State of West Bengal being a refugee displaced from East Pakistan (now Bangladesh) duly registered in the A.D.S.R. Office at Alipore and recorded in its Book No. I, Volume No. 13, Pages 221 to 224, Being No. 956 for the year 1992 and after such deed of gift she constructed tiles shed structure thereon.

AND WHEREAS said Smt. Snehalata Sengupta during her peaceful possession executed a WILL on 10th day of September, 1997 wherein she bequeathed the said land with building to her only son Sri Arun Kumar Sengupta and her daughter-in-law Smt. Reba Sengupta and the said WILL was duly Notarised on 10th day of September, 1997 by the Notary A.K. Sinha, Alipore Judges' Court, Kolkata- 700 027, said Smt. Snehalata Sengupta died intestate on 2nd day of November, 1999. Subsequently said Sri Arun Kumar Sengupta died intestate on 18/01/2009 leaving behind his only widow Smt. Reba Sengupta and only daughter Jayanti Sengupta as his legal heirs and successors to his estate. Said Smt. Reba Sengupta died intestate on 23/04/2012 leaving behind her only daughter Jayanti Sengupta as her legal heirs and successors to her estate. After such demise the said WILL was granted by the Learned District Delegate at Baruipur, South 24-Parganas as Letter of Administration in Misc.

Case No. 8 of 2015 (L.A.) on 18/05/2018 in favour of said Jayanti Sengupta. After such Letter of Administration Jayanti Sengupta has become the absolute owner of **ALL THAT** piece and parcel of homestead land measuring 4 Cottahs be the same a little more or less situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. Plot (Dag) Nos. 825(P) & 782(P), L.O.P. No. 473, P.S. Sonarpur now Narendrapur, A.D.S.R. Office formerly Sonarpur at present Garia, now within the limits of Rajpur-Sonarpur Municipality under Ward No. 31, in the District : South 24-Parganas.

AND WHEREAS said Jayanti Sengupta being enjoying her aforesaid property sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs along with 200 Sq.ft. Tiles shed structure standing thereon out of 4 Cottahs together with structure standing thereon situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. & R.S. Plot (Dag) Nos. 825(P) & 782(P), L.R. Dag No. 2352, L.O.P. No. 473, P.S. Sonarpur now Narendrapur, A.D.S.R. Office formerly Sonarpur at present Garia, now within the limits of Rajpur-Sonarpur Municipality under Ward No. 31, in the District : South 24-Parganas unto and in favour of SMT. MALLIKA BISWAS, the First Party/Owner herein, by and under a Deed of Sale, which was duly registered on 05/11/2018 before the office of the A.D.S.R. Garia and recorded in its Book No. I, Volume No. 1629-2018, Page from 152336 to 152355, Being No. 162905036 for the year 2018.

AND WHEREAS after such sale, said Jayanti Sengupta became the owner of the remaining land measuring more or less 2 Cottahs together with one storied pucca structure measuring more or less 300 sq.ft. standing thereon situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. & R.S. Plot (Dag) Nos. 825(P) & 782(P), L.O.P. No. 473, P.S. Sonarpur now Narendrapur, A.D.S.R. Office formerly Sonarpur at present Garia, now within the limits of Rajpur-

Sonarpur Municipality under Ward No. 31, in the District : South 24-Parganas and being enjoying the same she sold, conveyed the same unto and in favour of said SMT. MALLIKA BISWAS, the First Party/Owner herein, by and under a Deed of Sale, which was duly registered on 25/11/2019 before the office of the A.D.S.R. Garia and recorded in its Book No. I, Volume No. 1629-2019, Page from 186954 to 186976, being No. 162905426 for the year 2019.

AND WHEREAS thus by virtue of purchase through aforesaid two separate Deed of Sale said SMT. MALLIKA BISWAS, the First Party/Owner herein became the sole and absolute owner of the total area of land measuring more or less 4 Cottahs be the same a little more or less together with 500 Sq.ft. structure (300 Sq.ft. one storied pucca structure and 200 sq.ft. Tiles shed structure) standing thereon situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. Plot (Dag) Nos. 825(P) & 782(P), L.O.P. No. 473, P.S. Sonarpur now Narendrapur, A.D.S.R. Office formerly Sonarpur at present Garia, District: South 24-Parganas and the said First Party/Owner herein mutated her name before the Rajpur-Sonarpur Municipality under Ward No. 31 vide Holding No. 188, Peyara Bagan Road, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District : South 24-Parganas, hereinafter called the "said property" morefully described in the Schedule "A" hereunder written and started enjoying the same free from all encumbrances by paying rents and taxes to the authority concerned regularly without any interruption claim or demand whatsoever.

AND WHEREAS the land Owner herein with a view to Develop her aforesaid landed property measuring more or less 4 Cottahs be the same a little more or less together with 500 Sq.ft. structure (300 Sq.ft. one storied pucca structure and 200 sq.ft. Tiles shed structure) standing thereon situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. Plot (Dag) Nos. 825(P) & 782(P), L.O.P. No. 473, within the limits of Rajpur-Sonarpur Municipality under

Ward No. 31, Holding No. 188, Peyara Bagan Road, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District : South 24-Parganas, more fully and particularly described in the Schedule 'A' hereunder written to have a new construction made on the land in accordance with Sanctioned Plan to be obtained from the Rajpur-Sonarpur Municipality, entered into this Agreement with "**B.D. CONSTRUCTION**", the Developer herein, with the terms as mentioned herein.

AND WHEREAS the aforesaid representation of the Owner/First party and subject to verification of title of the owner concerning the said Property/ Premises, the Developer/Second Party has agreed to develop the said premises in accordance with the sanctioned plan on the terms and conditions hereinafter appearing :-

NOW THE TERMS AND CONDITIONS OF THIS AGREEMENT as follows :-

ARTICLE- I

(DEFINITION)

- 1.1. **OWNER** shall mean **SMT. MALLIKA BISWAS**, wife of Sri Prantosh Biswas, residing at 2614, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District: South 24-Parganas and her heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER** shall mean and include "**B.D. CONSTRUCTION**", a Partnership Firm, having its registered office at 3094, Laskarpur Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District: South 24-Parganas, being represented by its Partners **(1) SRI SANKAR DAS**, son of Late Ramesh Das, residing at Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District: South 24-Parganas, **(2) SRI PRABIR DAS**, son of Late Paresh Das, residing

at 3094, Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700153, District: South 24-Parganas and its successors-in-office, executors, administrators, legal representatives and assigns.

- 1.3. **PREMISES** shall mean a plot of land ad-measuring area of 4 Cottahs be the same a little more or less together with 500 Sq.ft. structure (300 Sq.ft. one storied pucca structure and 200 sq.ft. Tiles shed structure) standing thereon situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. & R.S. Plot (Dag) Nos. 825(P) & 782(P), L.R. Dag No. 2352, L.O.P. No. 473, within the limits of Rajpur-Sonarpur Municipality under Ward No. 31, Holding No. 188, Peyara Bagan Road, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District : South 24-Parganas, specifically and particularly mentioned described in Schedule 'A' written hereunder.
- 1.4. **BUILDING** shall mean and include the G+III storied building to be constructed in the said Property as per the sanctioned building Plan or Plans to be sanctioned from the Rajpur-Sonarpur Municipality at the cots of the **DEVELOPER**.
- 1.5. **COMMON FACILITIES AND COMMON AMENITIES** shall mean and include corridors, stairways, passage ways, drive ways, common lavatories, pump room, electric meter room, underground and overhead water reservoir, water pump and electric motor, roof, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or managment of the building, mentioned in the Schedule 'D' written herein under.
- 1.6. **SALEABLE SPACE** shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required therefore.
- 1.7. **COVERED AREA** shall mean and include the plinth area of the said unit or all the units in the new building, including the bathrooms, balconies, alcup,

proportionate share of the stair and staircase and also the thickness of the outer walls, internal walls and pillars **PROVIDED THAT** in any wall be common between two units the one half of the area under such wall shall be included in such unit.

1.8. **OWNER'S ALLOCATION** - the Developer has agreed to provide to the Owner and the Owner shall be entitled to receive from the Developer the constructed area, Carparking area in the proposed building to be constructed at the said Premises. Owners allocation shall mean and include the following.

- (i) The land owner herein shall has to be allotted full area in the First floor i.e. 100% area of the First Floor in a complete and habitable condition at the proposed Ground plus three storied building with lift facility.
- (ii) The land owner herein shall has to be allotted half of the area on the Third floor i.e. 50% of the built up area in the North-East side in complete and in a habitable condition.
- (iii) The land owner herein shall has to be allotted the 50% Car parking area in the Ground floor i.e. half of the total Carparking area in the Ground floor in the North side in complete and habitable condition.

The owner allocation enumerated in point 1 to 3 herein above shall include the undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits amenities easements on the First Schedule land and the said proposed building to be constructed. First Party/Owner's allocation details of which mentioned and described in the Schedule 'B' hereunder written.

1.9. **DEVELOPER'S ALLOCATION** : shall mean the entire built up area in the proposed Ground plus Three storied building with lift facility as per building Plan that unless be sanctioned by Rajpur-Sonarpur Municipaliy authority

other than the Allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements, on the First Schedule land and the said proposed building to be constructed on the said land.

- 1.10. **THE ARCHITECT** shall mean and include such person or persons or firm may be appointed by Developer for designing and planning of the proposed building at the said premises.
- 1.11. **BUILDING PLAN** shall mean and include the proposed plan of the said multi storied building, which will be sanctioned and approved by the Rajpur-Sonarpur Municipality. The sanction preferably be made within 18 months from the date of signing of the agreement provided the owner deliver the said premises to the developer in vacant condition of their occupier area subject to one month notice.
- 1.12. **TRANSFER** shall mean and include with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building to the intending purchaser thereof although the same and may not amount to a transfer in law.

ARTICLE- II

In these presents unless there is anything repugnant to of inconsistent with :-

- 2.1. All applications and other necessary papers and documents and the said building plan in connection with the construction of the said building shall be signed by the Owner and submitted by the Developer in the name of

the Owners at the costs and expenses in all respects by the Developer who shall pay and bear all such fees, charges and expenses required to be paid or deposited.

- 2.2. The Developer shall bear and pay all costs, charges and expenses for the drawings and sanction of the said building plan or alteration or modifications thereof as shall be required.

ARTICLE- III

In these presents unless there is anything repugnant to or inconsistent with :-

- 3.1. Developer may with its own finance and/or advances received from the intending transferees as well as from the financier construct the said building strictly according to the said building plan and in conformity with the said details of construction and the Developer can not mortgage or transfer the property before completion of the project **PROVIDED ALWAYS** that the Owners shall not at all be responsible for any illegal or unsanctioned deviation from the said building plan by the Developer **PROVIDED ALSO** that the Owners shall not at all be responsible or liable for any such advances taken by the Developer. The Developer shall be lawful custodian of such allocated goods and shall be liable and answerable to the proper authorities for the proper consumption of all such allocations and similarly if may apply for and at its own cost obtain temporary and/or permanent connections of water, electricity and telephone to the said building and other inputs and facilities required for the construction for which purpose the Owner shall execute in favour of the Developer a Development Power of Attorney and other authorities as may be legally required by the Developer.

ARTICLE- IV

In these presents unless there is anything repugnant to of inconsistent with :-

- 4.1. Immediately upon the completion of the construction of the said multi-storied building in all respect in accordance with the said building plan and also conformity with the said details of construction and certified by the Architect of the Developer that the said building had been so constructed and completed by the Developer, the Developer shall deliver to the Owners, the Owners Allocation, which will absolutely belong to Developer and the Owners shall not have any right, title, interest, claims or demand whatsoever to the Developer's Allocation. **PROVIDED ALSO** that until vacant possession of the Owner's allocation is given to the Owners the Developer shall not have any right to transfer or deliver possession of any portion of the Developer's Allocation to the intending transferees or its nominee/s. **PROVIDED ALWAYS** that after having delivered to the Owners the Owners' Allocation in consideration of this Agreement the Developer shall be absolutely entitled to transfer the Developer's Allocation to its selected Transferees and the Owners shall not have any claim or interest for consideration money to be received therefore, which will be deemed to be consideration for the construction of the said building by the Developer.
- 4.2. The Owner and other Purchasers of residential flats and commercial spaces shall have proportionate interest in the said common areas and facilities in the building appurtenant to each of the residential flats and commercial and car parking space in the said building appurtenant to each of the residential flats and commercial and car parking space in the said building.

ARTICLE- V

In these presents unless there is anything repugnant to of inconsistent with :-

- 5.1. The Owner and the Developer until entirety of the Developer's Allocation is disposed of shall pay and bear proportionate share of all ground rent, property tax, maintenance charges, dues and outgoing and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of share of their respective allocation as may be determined jointly by them or until an association of flat owners be formed by the Owners and the transferees of all flats and commercial space in the said building.
- 5.2. The Owner shall until formation of the association of flat owners punctually and regularly pay to the Developer the proportionate share of common expenses payable by her and after the formation thereof the Owner is liable to pay the same to the association of flat owners. Likewise the Developer shall bear the remaining portion of the common expenses payable in its share and shall meet the entirety thereof punctually. Failure to do so by the either party make the defaulting party liable for all claims, actions, demands and costs, charges and expenses and proceedings thereof and keep the other party (no being default) indemnified and harmless consequent upon such default.

ARTICLE- VI

In these presents unless there is anything repugnant to of inconsistent with :-

- 6.1. The Owner shall clear up ground rent, municipal tax and other outgoings payable in respect of the said premises until the day of signing of these presents.
- 6.2. During the continuance of this agreement the Owner shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the Developer but the Owner shall have full right to enter the said building and to inspect the construction work carried on there by the Developer.
- 6.3. The Owner shall be the member of any association of flat owners that may be formed consisting of all the Owners of the residential flats and shall abide by all the bye-law, rules and regulations adopted by such association.
- 6.4. The Owner do hereby declare that she has good right and full power to enter into this Agreement with the Developer and the Owner do hereby undertake to indemnify and keep indemnified the Developer from and against any and all claims actions and demands whatsoever in respect of their marketable title to the said premises and not for the construction thereon and the Owner hereby agreed to hand over all Xerox of copies of documents relating to the said premises unto the Developer on proper receipt thereof.
- 6.5. The Developer has already taken inspection of the title deed and other documents and papers of the said property/premises and make themselves fully conversant with the terms, conditions and covenants contained therein and have made all investigations as to title and have made all investigations as to title and have fully satisfied themselves of and accepted the said title of the Owner.

ARTICLE- VII

In these presents unless there is anything repugnant to of inconsistent with :-

- 7.1. The Developer shall pay all outgoings from the day of signing of this Agreement and the Developer shall engage, appoint or nominate at their sole risk responsibility and cost of Architects, suppliers and laborers for carrying out the construction in conformity with the said details of construction.
- 7.2. The Developer shall construct and complete the construction of the said building as per Indian Standard Specifications with best available materials in the market and in accordance with the building plan and in conformity with the said details of construction.
- 7.3. The Developer shall do all acts, deeds and things as may be found necessary for the smooth and expeditious construction of the said building.
- 7.4. The construction work shall be at the sole risk and responsibility of the Developer and it is mutually agreed and clearly understood that the Owner shall not be responsible for any technical and/or engineering defect or variation or deviation from the building plan in course of construction of the said building for which the Developer shall be solely responsible and directly answerable to the concerned authorities.
- 7.5. That the Owner do hereby declare that she has good right, full power to enter into this agreement with the Developer and the Owner do hereby undertake to indemnify and keep indemnified the Developer from and against any and all claims actions and demand whatsoever in respect of their marketable title to the said premises.

- 7.6. That the Developer shall not be entitled to transfer and/or sell of any portion of the proposed building to any intending purchaser before the delivery of the Owner's Allocated flat along with garage.
- 7.7. The Developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenses thereof for the cost of building materials fees and remuneration of architect, Labor Payment etc. in such manner as the Developer shall think fit and proper at their absolute discretion. The Owner shall never be liable or responsible for such payments or any part thereof.
- 7.8. If for any sorts of reason any losses are incurred and damages caused or suffered by the Owner on account of negligence of the Developer, Architect and Labors etc. in connection with the construction of the said building plan or for any other cause whatsoever the Developer shall be solely liable for the same and shall keep the developer indemnified from any such losses of damages.
- 7.9. The Developer shall complete in all respects the construction of the said building according to the said building plan within 18 (eighteen) months from the date of sanction of the building plan.
- 7.10. To enable the construction of the building by the Developer various acts, deeds, matters and things not herein specifically referred to may be legally required to be done by the Developer from time to time for which it may require the authority of the Owner and various application and other documents may be necessary to be signed or made by them for and in connection with the construction of the said building for which no specific provisions has been made herein.

- 7.11. The Owner shall on and after the day of signing of this Agreement, at the request of the Developer, grant to the Developer and/or its nominee or nominees, registered general power of attorney, authorizing the Developer to do all acts as be necessary for the project and/or in pursuance hereof and/or on behalf of the Owner. However, the Owner shall from time to time, grant such further powers or authorities to the Developer and/or to its nominees, concerning the project, for the Developer's doing the various work envisaged hereunder or construction of the said building and/or portions thereof.
- 7.12. The Developer shall be entitled to put its signboards on the said premises stating the name, address and the other particulars of the Developer as may be required from the date of execution of this Agreement the Developer will have the sole right to advertise at its own costs in the leading daily news paper, magazine, radio, television or any manner whatsoever in the name of the Developer company for publicity and sale or residential flats.

ARTICLE- VIII

In these presents unless there is anything repugnant to or inconsistent with :-

- 8.1. All communication etc. required to be given hereunder by either party to the other party are to be sent under registered post or by hand delivery with proper receipt in case of the Developer at its official address as above or at any other address communicated in writing by its to the Owner within a week from the date of change of address **PROVIDED ALWAYS** that all communication etc. to the Owner shall be addressed to him **PROVIDED ALSO** if any letter, notices etc. sent under registered post to the either party is returned to the sender by postal authorities as undelivered either on account of the address having refused to accept the same or on any other cause it could be deemed that the same had been duly served.

ARTICLE- IX

In these presents unless there is anything repugnant to of inconsistent with :-

- 9.1. That the Owner's allocation in the said building shall be subject to the some restrictions on transfer and use as are applicable to the Developer's allocation in the said building intended for the common benefits of all occupiers of the said building which shall include the following.
- 9.2. The Owner and Developer shall not use or permit to use their respective allocation in the said building or any portion thereof for carrying of any unlawful or illegal and immoral trade or activities nor use thereof for any purpose, which may cause any nuisance to the other occupiers of the said building.
- 9.3. Neither party shall demolish or permit to demolish of any wall or other structures in their respective allocation or any portion thereof or make any structural alteration or any portion thereon without the previous consent of the other in this behalf such consent shall not be withheld unreasonably.
- 9.4. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
- 9.5. Both the parties shall abide by all laws, by-laws, rules and regulations of Government, local bodies as the case may by and shall attend to answer and be responsible for any deviations, violations and/or breach of any of the said law and regulations.
- 9.6. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling

etc. in each of their respective allocation in the said building in good working conditions and repair and in particular so as not to cause any damage to the said building or any other or his space or accommodation therein and shall keep other of their and/or the other occupiers of the building indemnified from and against the consequence of any.

- 9.7. No goods or other in terms shall be kept by the Owner or the Developer or the Transferees for display or otherwise in the corridor or other place of common use in the said building and in case any hindrance is caused in any manner in the free movement of the other occupiers shall be liable to remove the same at the risk and at the cost of the other.
- 9.8. The Owner shall permit the Developer and its employees and agents with or without workmen or others of the responsible limits to enter into and upon the Owner allocation and every part hereof for the purpose of pulling down, maintaining, repairing and testing drains, gas, water pipes and electric wires for any similar purposes.
- 9.9. That the Owner and the Developer have entered into this agreement purely on a principal to principle basis and nothing stated herein shall be deemed to be continued as partnership between Developer and the Owner or Joint Venture between them.

ARTICLE- X

In these presents unless there is anything repugnant to or inconsistent with :-

- 11.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claim and action out of any sorts of act or omission in the building.

11.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that matter arise out of the Developer's action regard to the Development of the said property and/or in the manner if construction of the said building and/or for any defect therein and the Developer hereby undertakes not to sell, transfer, assign and possession of the Developer's Allocation before handing over of the possession of the Owner's Allocation.

It is hereby declare that the Land owner shall not pay any charges for installing Electric Transformer.

ARTICLE- XI

In these presents unless there is anything repugnant to of inconsistent with :-

12.1. The Courts of the District South 24-Parganas shall have the jurisdiction to entertain and try action suits and proceedings out of these presents between the parties hereto.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of homestead land measuring more or less 4 Cottahs be the same a little more or less together with 500 Sq.ft. structure (300 Sq.ft. one storied pucca structure and 200 sq.ft. Tiles shed structure) standing thereon situated and lying at Mouza- Laskarpur, J.L. No. 57, comprising in C.S. & R.S. Plot (Dag) Nos. 825(P) & 782(P), L.R. Dag No. 2352, L.O.P. No. 473, under L.R. Khatian No. 213, P.S. Sonarpur now Narendrapur, A.D.S.R. Office formerly Sonarpur at present Garia, District: South 24-Parganas and the said First Party/Owner herein mutated her name before the Rajpur-Sonarpur Municipality under Ward No. 31 vide Holding No. 188, Peyara Bagan Road, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District : South 24-Parganas.

BUTTED AND BOUNDED BY

- ON THE NORTH** : R.S. Dag Nos. 782 & 825.
- ON THE SOUTH** : R.S. Dag No. 825.
- ON THE EAST** : 24 ft. wide Peyerabagan Road.
- ON THE WEST** : L.O.P. No. 2617.

THE SCHEDULE 'B' ABOVE REFERRED TO

(Owners' Allocation)

ALL THAT after completion of the said proposed building, the Developer has agreed to provide to the Owner and the Owner shall be entitled to receive from the Developer the constructed area, Carparking area in the proposed building to be constructed at the said Premises. Owners allocation shall mean and include the following.

- (i) The land owner herein shall has to be allotted full area in the First floor i.e. 100% area of the First Floor in a complete and habitable condition at the proposed Ground plus three storied building with lift facility.
- (ii) The land owner herein shall has to be allotted half of the area on the Third floor i.e. 50% of the built up area in the North-East side in complete and in a habitable condition.
- (iii) The land owner herein shall has to be allotted the 50% Car parking area in the Ground floor i.e. half of the total Carparking area in the Ground floor in the North side in complete and habitable condition.

THE SCHEDULE 'C' ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT on completion of the proposed building shall mean the entire built up area in the proposed Ground plus Three storied building with lift facility as per building Plan that unless be sanctioned by Rajpur-Sonarpur Municipality authority other than the Allocation of the Owner as specifically written above in "Owner's Allocation" together with proportionate impartible undivided share in the land

underneath and the common areas and facilities in accordance **SCHEDULE- D** hereunder written will be in the exclusive share of the Developer and the Developer will be entitled to deal with its allocation as he likes to which the Owner shall have no right title interest or claim in any way whatsoever. The entire building shall be erected at the cost of the Developer as per maximum permissible law of Rajpur-Sonarpur Municipality.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Common Facilities and Amenities)

COMMON FACILITIES AND AMENITIES shall mean and include corridors, stairways, passage ways, drive ways, common lavatories, pump room, electric meter room, underground and overhead water reservoir, water pump and electric motor, roof, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building.

SCHEDULE 'E' ABOVE REFERRED TO

(Specification of Work)

- | | |
|-----------------------|---|
| A. Plastering : | Ordinary sand plastering and plaster of Paris. |
| B. Flooring : | The flooring will be of Tiles with 6" high skirting. |
| C. Toilet & Kitchen : | Indian style Tiles floor 6' high glazed tiles dado in bath and in W.C. height would be 5' wash basin standard shower, looking glass and cistern with on tap and on Black stone sink and one cooking platform with Black stone (Kota). |
| D. Doors : | Main door will be of Sale wood and other doors will be of flush doors (toilet, W.C. and Kitchen will be of P.V.C. frame and Door's). |
| E. Window : | All windows will be of sliding window with standard Grill. |
| F. Stair : | All marble |

G. Electric :

Concealed wiring :

- a) Two light points in the bed rooms/dining/living room one kitchen, toilet and balcony.
- b) One 5 Amp. Plug point in the bed room dining/drawing room and kitchen.
- c) One fan point each bed room and two in dining/drawing room.
- d) 15 Amp. Plug point will be fitting in Kitchen drawing and dining room.
- e) One bell point.

H. Inside Wall :

Plaster of Paris in all the bed rooms, Dining, Drawing, Toilet, Bath-cum-Privy etc. at the cost of the Developer. The color to be done over the plaster of Paris at the cost of the Purchaser.

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the Owner and the Developer
in presence of **WITNESSES** :

1. Malay Saha
Lake garden
P.O. - Laskarpur
Kot - 700 153.

Malika Biswas

**SIGNATURE OF THE FIRST PARTY/
OWNER**

2. Goutam Howader
3128 Paryambagan
Laskarpur Kot-153

B. D. CONSTRUCTION

Sankar Dey
Partner

B. D. CONSTRUCTION

Pradip Baidya
Partner

**SIGNATURE OF THE SECOND
PARTY/DEVELOPER**

Drafted by :-

Soma Mondal
Adv.
Banspur Civil Court.
P.O. - 147/2001.

Printed by :-

Pradip Baidya
(PRADIP BAIDYA)
Sonarpur.



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



192023240122303298

GRN Details

GRN:	192023240122303298	Payment Mode:	SBI Epay
GRN Date:	07/07/2023 15:46:34	Bank/Gateway:	SBIPay Payment Gateway
BRN :	3156103647439	BRN Date:	07/07/2023 15:46:55
Gateway Ref ID:	459706536	Method:	Central Bank of India - Retail NB
GRIPS Payment ID:	070720232012230328	Payment Init. Date:	07/07/2023 15:46:34
Payment Status:	Successful	Payment Ref. No:	2001712924/5/2023
		[Query No/*Query Year]	

Depositor Details

Depositor's Name:	Mr SANKAR DAS
Address:	LASKARPUR PEYARA BAGAN KOL 153
Mobile:	8910334596
Period From (dd/mm/yyyy):	07/07/2023
Period To (dd/mm/yyyy):	07/07/2023
Payment Ref ID:	2001712924/5/2023
Dept Ref ID/DRN:	2001712924/5/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001712924/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2001712924/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

PAID

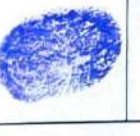
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Left Hand					
Right Hand					



NAME -

SIGNATURE

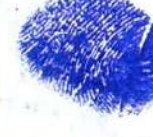


	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - MALLIKA BISWAS

SIGNATURE Mallika Biswas WB/ 20/139/828620



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - SANKAR DAS

SIGNATURE Sankar Das



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - PRABIR DAS

SIGNATURE Prabir Das



B. D. CONSTRUCTION

Sankar Singh

Partner

B. D. CONSTRUCTION

Partner Singh

Partner

Major Information of the Deed

Deed No :	I-1629-03270/2023	Date of Registration	10/07/2023
Query No / Year	1629-2001712924/2023	Office where deed is registered	
Query Date	04/07/2023 2:50:13 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Soma Mondal Sonarpur, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700150, Mobile No. : 8910334596, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 5,00,000/-		Rs. 42,16,502/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Peyara Bagan Road (Lskarpur), Mouza: Lskarpur, , Ward No: 31, Holding No:188 JI No: 57, Pin Code : 700153

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2352 (RS :- 782,825)	LR-213	Bastu	Bastu	4 Katha	3,00,000/-	39,60,002/-	Width of Approach Road: 24 Ft.,
Grand Total :					6.6Dec	3,00,000 /-	39,60,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	2,00,000/-	2,56,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	2,00,000 /-	2,56,500 /-	

Lord Details :

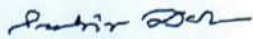
SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Smt Mallika Biswas (Presentant) Wife of Mr Sri Prantosh Biswas Executed by: Self, Date of Execution: 10/07/2023 , Admitted by: Self, Date of Admission: 10/07/2023 ,Place : Office	 10/07/2023	 LTI 10/07/2023	 10/07/2023
2614, Peyara Bagan, New P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: bfxxxxxx3f, Aadhaar No: 43xxxxxxxx0629, Status :Individual, Executed by: Self, Date of Execution: 10/07/2023 , Admitted by: Self, Date of Admission: 10/07/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	B.D.Construction 3094,Laskarpur Peyara Bagan , New P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 , PAN No.: abxxxxxx3m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Sankar Das Son of Late Ramesh Das Date of Execution - 10/07/2023, , Admitted by: Self, Date of Admission: 10/07/2023, Place of Admission of Execution: Office	 Jul 10 2023 12:50PM	 LTI 10/07/2023	 10/07/2023
Laskarpur Peyara Bagan,new P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: enxxxxxx8f, Aadhaar No: 47xxxxxxxx9874 Status : Representative, Representative of : B.D.Construction (as Partner)				

Name	Photo	Finger Print	Signature
Mr Prabir Das Son of Late Paresh Das Date of Execution - 10/07/2023, , Admitted by: Self, Date of Admission: 10/07/2023, Place of Admission of Execution: Office			
Jul 10 2023 12:51PM	LT1 10/07/2023	10/07/2023	
3094, Laskarpur Peyara Bagan, New P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ajxxxxxx8l, Aadhaar No: 79xxxxxxxx6089 Status : Representative, Representative of : B.D.Construction (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Malay Saha Son of Late Debiprasad Saha Lake Garden , New P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153			
10/07/2023	10/07/2023	10/07/2023	

Identifier Of Smt Mallika Biswas, Mr Sankar Das, Mr Prabir Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Mallika Biswas	B.D.Construction-6.6 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Mallika Biswas	B.D.Construction-500.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Peyara Bagan Road (Lskarpur), Mouza: Laskarpur, , Ward No: 31, Holding No:188 JI No: 57, Pin Code : 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2352, LR Khatian No:- 213	Owner:পশ্চিমবঙ্গ সরকারের পক্ষে উদ্বাস্ত,, Gurdian:ত্রান ও পূর্ণবাসন দস্তর, Address:নিজ , Classification:বাড়ী, Area:0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.

On 10-07-2023

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 12:23 hrs on 10-07-2023, at the Office of the A.D.S.R. GARIA by Smt Mallika Biswas, Executant.

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 42,16,502/-

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

Execution is admitted on 10/07/2023 by Smt Mallika Biswas, Wife of Mr Sri Prantosh Biswas, 2614, Peyara Bagan, New P.s. Narendrapur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession House wife

Indetified by Mr Malay Saha, , , Son of Late Debiprasad Saha, Lake Garden , New P.s. Narendrapur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

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

Execution is admitted on 10-07-2023 by Mr Sankar Das, Partner, B.D.Construction (Partnership Firm), 3094,Laskarpur Peyara Bagan , New P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mr Malay Saha, , , Son of Late Debiprasad Saha, Lake Garden , New P.s. Narendrapur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 10-07-2023 by Mr Prabir Das, Partner, B.D.Construction (Partnership Firm), 3094,Laskarpur Peyara Bagan , New P.s. Narendrapur, City:- Not Specified, P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mr Malay Saha, , , Son of Late Debiprasad Saha, Lake Garden , New P.s. Narendrapur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2023 3:46PM with Govt. Ref. No: 192023240122303298 on 07-07-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3156103647439 on 07-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1313, Amount: Rs.5,000.00/-, Date of Purchase: 05/07/2023, Vendor name: Debrasad Biswas

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2023 3:46PM with Govt. Ref. No: 192023240122303298 on 07-07-2023, Amount Rs: 2,020/-, Bank: SBI EPay (SBlePay), Ref. No. 3156103647439 on 07-07-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2023, Page from 86946 to 86975

being No 162903270 for the year 2023.



Digitally signed by KRISHNENDU
TALUKDAR
Date: 2023.07.11 15:47:21 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2023/07/11 03:47:21 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)