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Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with focument are the part of this document.

District Sub-Registrar-V Alipore, South 24 Parganas

● 6 MAY 2025

## **DEVELOPMENT AND CONSTRUCTION AGREEMENT**

THIS AGREEMENT IS MADE on this O6<sup>Th</sup> Day of Y 2025 (Two Thousand Twenty – Five)

BY & BETWEEN

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#### **OWNER:**

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3.1 RABI ADHIKARY, [PAN-BWVPA0043H], (Aadhaar No. 7561 5042 8860), Son of Bablu Adhikary, by Occupation- Business, by Faith- Hindu, by Nationality- Indian, residing at: 28/1, H-4, Murari Pukur Road, District-Kolkata, Post Office- Ultadanga, Police Station- Manicktala, Pin- 700067, hereinafter called and referred to as the OWNER, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, legal representatives, and assigns) of the FIRST PART.

### AND,

#### **DEVELOPER:**

3.2 SIDDIDATA ENCLAVE PRIVATE LIMITED, [PAN: ABMCS0059D], a Private Limited Company incorporated under the Companies Act'1956, vide Certificate of Incorporation No.: U68200WB2023PTC265872 having it's Registered Office: Village & P.O.: Hatishala, P.S.: K.L.C. (Kolkata Leather Complex) erstwhile now Hatishala, District: 24 Parganas (South), State: West Bengal, PIN: 700135, being duly represented by its Director MR. AMAR SINGH [PAN: BVMPS4346H], (Aadhaar No.: 731374089487), Son of Mr. Goutam Singh, by Faith Hindu, by Occupation Business, by Nationality: Indian, Resident of: Sarkar Bagan, P.O.: Raghunathpur, P.S.- Baguiati, District: 24 Parganas (North), PIN: 700059, hereinafter called and referred to as the DEVELOPER (which expression shall mean and include as their heirs, representatives, successor and administrators, successor in office and assignee) as the party of the SECOND PART.



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WHEREAS one Babulal Molla was the sole & absolute owner, occupier, & possessor of all that piece and parcel of vacant Shali land admeasuring an area of 16 decimals, i.e., 12 decimals comprised in R. S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, corresponding to LR Khatian No. 1487, & 4 decimals comprised in R.S. & L.R. Dag No. 908, appertaining in R.S. Khatian No. 417, corresponding to LR Khatian No. 1536, under Mouza Hatishala, J.L. No. 09, Police Station – Erstwhile K.L.C. now Hatishala, District-South 24 Parganas.

AND WHEREAS while being seized and possessed of the said landed property, Babulal Molla died intestate leaving behind his one wife namely Bilchan Bibi (now deceased), and two sons namely Arun Rahaman Molla & Atiyar Rahaman Molla, and they all inherited the said landed property of Late Babulal Molla as per Muslim Law of Inheritance.

AND WHEREAS by virtue of inheritance of Late Babulal Molla, said Arun Rahaman Molla & Atiyar Rahaman Molla, became joint owners of all that piece and parcel of land admeasuring an area of 16 decimals, i.e., 12 decimals [6 decimals each] comprised in R. S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, under Mouza Hatishala, J.L. No. 09, Police Station – Erstwhile K.L.C. now Hatishala, District- South 24 Parganas.

AND WHEREAS while being seized and possessed of the said landed property, Atiyar Rahaman Molla S/o Late Babulal Molla, died intestate leaving behind his wife namely Swarbanu Bibi, Five Sons namely Abdul Rasul Molla, Alauddin Molla, Shukur Ali Molla, Rafik Molla & Shahjahan Molla, and two daughters namely Khodejan Bibi & Ajifa Bibi, and they all became joint owners of all that piece and parcel of land admeasuring an area of 8 decimals, i.e., 6 decimals,



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comprised in R.S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, corresponding to LR Khatian No. 1487, under Mouza Hatishala, J.L. No. 09, Police Station – Erstwhile K.L.C. now Hatishala, District- South 24 Parganas.

AND WHEREAS said Shukur Ali Molla, S/o Late Atiyar Rahaman Molla, in urgent and dire need of money sold, transferred and conveyed, his share of landed property measuring 0.875 decimal, comprised in R.S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, corresponding to LR Khatian No. 1487, under Mouza Hatishala, J.L. No. 09, Police Station – Erstwhile K.L.C. now Hatishala, District- South 24 Parganas, in favour of Rabi Adhikary, by virtue of Registered Deed of Conveyance at the Office of D.S.R. V, at Alipore recorded in Book No.: I; Vol. No.: 1630 – 2024; Pages from 62210 to 62228 being No.: 02149 for the year 2024, vide dated 26.06.2024.

AND WHEREAS while being seized and possessed of the said landed property, Arun Rahaman Molla S/o Late Babulal Molla, died intestate leaving behind his wife Mohorjan Bibi (now deceased), One Son namely Khodabaksh Molla, four daughters namely Jahanara Bibi, Sahanara Bibi, Rasenara Bibi & Tajmira Khatun @ Bibi, and they all became joint owners of all that piece and parcel of land admeasuring an area of 6 decimals, comprised in R. S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, corresponding to LR Khatian No. 1487, under Mouza Hatishala, J.L. No. 09, Police Station – Erstwhile K.L.C. now Hatishala, District- South 24 Parganas.

AND WHEREAS said Jahanara Bibi, Sahanara Bibi, Rasenara Bibi & Tajmira Khatun @ Bibi, in urgent and dire need of money sold, transferred and conveyed, their share of landed property measuring 04 decimal, comprised in R.S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, corresponding to LR Khatian No. 1487, under Mouza Hatishala, J.L. No. 09, Police Station –



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Erstwhile K.L.C. now Hatishala, District- South 24 Parganas, in favour of Rabi Adhikary, by virtue of Registered Deed of Conveyance at the Office of D.S.R. V, at Alipore recorded in Book No.: I; Vol. No.: 1630 – 2024; Pages from 62441 to 62462 being No.: 02150 for the year 2024, vide dated 26.06.2024.

AND WHEREAS by virtue of aforementioned Deeds said Rabi Adhikary became the sole and absolute owner of ALL THAT land measuring 4.875 Decimals, comprised in R.S. & L.R. Dag No. 900, appertaining in R.S. Khatian No. 794, corresponding to *LR Khatian No. 1487*, under Mouza Hatishala, J.L. No. 09, Police Station – Erstwhile K.L.C. now Hatishala, District- South 24 Parganas.

AND WHEREAS said Rabi Adhikary being the sole and absolute owner of the said landed property recorded his name in the present L.R. Operation vide **Khatian No.:** 4670 & 4714.

AND WHEREAS one Amjet Molya alias Amjed Ali Molya S/o Late Bahadur Molla, was the sole & absolute owner of all that piece and parcel of land measuring an area of 31.71 decimals comprised in R.S. & L.R. Dag No. 899, appertaining to R. S. Khatian No. 794, lying and situated at Mouza Hatishala, J.L No. 09, Post Office- Hatishala, Police Station- Erstwhile K.L.C. now Hatishala, District South 24 Parganas.

AND WHEREAS being absolute owner said Amjet Molya alias Amjed Ali Molya S/o Late Bahadur Molla recorded his name in present LR Operation, Vide LR Khatian No. 4651.

AND WHEREAS Amjet Molya alias Amjed Ali Molya S/o Late Bahadur Molla died intestate leaving behind his three sons namely Mobarek Ali Molya (7.05 dec), Mojam Ali Molya (7.05 dec), Moslem Ali Molya (7.05 dec), & three



daughters namely Shuklal Bibi (3.52 dec), Jamila Bibi (3.52 dec) & Chakina Bibi (3.52 dec), and they all inherited all that said landed property of Amjet Molya alias Amjed Ali Molya as per Mahammedan Law.

AND WHEREAS being absolute owner said Mobarek Ali Molya, S/o Late Amjet Molya alias Amjed Ali Molya, sold and transferred 7.05 decimal comprised in R.S. & L.R. Dag No. 899, appertaining to R. S. Khatian No. 794, corresponding to L.R. Khatian No.: 4651, lying and situated at Mouza Hatishala, J.L No. 09, Post Office- Hatishala, Police Station- Erstwhile K.L.C. now Hatishala, District South 24 Parganas to Rabi Adhikary by virtue of Registered Deed of Conveyance duly registered/ executed on dated 05.05.2025, in the office of the D.S.R. V, at Alipore, recorded into Book No. I, being No.: 03399 for the year 2025.

AND WHEREAS said Rabi Adhikary being the absolute owner recorded his name in the present L.R. Operation vide Khatian No.: 4670

AND WHEREAS the owner, intending to develop the said lands, has approached the Developer who as for mutual benefits and being satisfied with the offer accepted the same and has agreed to develop the said lands thereby constructing a Housing-cum-commercial Complex hereinafter referred to as the 'Complex' comprising of buildings and spaces to several Blocks thereon containing dwelling flats, units shops with the spices at its s native on the terms and conditions agreed between the parties herein, and hereinafter appearing.

1) That now the Parties herein are entering into the instant Development Agreement and to construct and complete the proposed Housing-cum-Commercial Complex comprising of boarding's and spaces in several Works to be constructed by the Developer, the other part herein at its own cost and expenses will be treated a as



Promoter Developers work on that said land of the Party Owner being marked and demarcated as Plot No.: E – 41, admeasuring 9.9 Sataks / Decimals (in the Scheme Project "WIND FIELDS ELITE VILLA"), comprised in R.S. & L.R. Dag No. 899 & 900, lying and situated at Mouza Hatishala, J.L. No. – 09, R.S. Khatian No. 794, corresponding to LR Khatian No. 4670 & 4714, [i.e., 7.05 Dec. in DAG 899 AND, 2.85 Dec. in DAG 900 (1.975 Dec. from Khatian No.: 4670 & 0.875 Dec. from Khatian No.: 4714)], under Beonta No. II Gram Panchayet P.S.- Erstwhile K.L.C. now Hatishala, DSR Office Alipore, A.D.S.R Office Bhangar, District: 24 Parganas South.

- 2) And whereas the present Owner/1<sup>st</sup> Party has agreed to allow the Developer promote the said land which the Owner is seized and possessed as its absolute owner and the Developer has its greed to promise and develop the entire land for the specific purpose to erect Housing-cum-Commercial Complex comprising of building/s and spaces in several Blocks of the land at its own cost.
- 3) And whereas both the Parties have mutually agreed to abide by all the Terms and Conditions mentioned hereunder: -

## TERMS AND CONDITIONS

- 1. That the 2<sup>nd</sup> party will construct Complex comprising of building/s and spaces in several Blocks including garage spaces on the said land at their own cost and will give to the 1<sup>st</sup> Party/ Owner 25 % (Twenty-Five percent) of the total saleable area of the including Garage portion, and 75% (Seventy-Five percent) of the total saleable area of the building and Garage spaces will remain as Developer's Allocation namely Siddidata Enclave Pvt. Ltd. Second Party.
- 2. That the entire Project shall be completed within 36 months from the date of sanction of building plan by the Local Panchayet and Zilla Parishad.



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- 3. That the Owner/ First Party shall do the necessary construction of the common passages / roads at its own costs within 3 months of the execution of this agreement. The Owner shall also help the Developer by providing water and electricity connection on the plot within 1 year, all the cost of taking electricity/water connection will be Bourne by the Developer. The Developer will be responsible for doing the necessary conversion of the land in the name of the owner at their own costs.
- 4. That the Developer shall do the earth filling of the land mentioned in the Schedule A hereunder at its own cost However, it is decided between both the parties that the developer would first incur all the necessary cost and incidental expenses for the said earth-filling work after the rates are and/or value of the said work is being approved by the owner and then it shall raise the bill / invoice to the owner for reimbursement which shall be reimbursed by the owner within 15 days upon receipt of the said will invoice subject to the owner's satisfaction in regard thereto. The Developer/ 2<sup>nd</sup> Party shall take all the responsibility in sanctioning the building plant/ plans from the local Panchavet and Zilla Parishad at its own cost and expenses in the name of the 1<sup>st</sup> Party/ Vendor after finalizing the plan mutually by both the parties, and the same will be completed with 6 months from the date of execution of this agreement.
- 5. That all the expenses shall be spent by the 2<sup>nd</sup> Party but the 1<sup>st</sup> Party shall be liable to execute and Register all the deeds and documents which will be reasonably required for that purpose without any delay. The first party shall also be liable for mutation and to pay all the arrear taxes to the Local Panchayat and as well as to the B.L.R.O up to the date of grant of Sanction Plan.
- 6. That the 2<sup>ND</sup> Party shall have right to take advance from the intending Purchasers in respect of sale of their allocation and shall execute their work for that reason



simultaneously with the execution of this agreement and for that reason 1st Party shall also execute a Power of Attorney in favour of the 2<sup>ND</sup> Party.

- That the 2<sup>ND</sup> Party shall construct the proposed buildings with standard materials
  as per specification mentioned in Schedule B below.
- 8. That if any other problem or hindrances will arise on that event both party shall be liable to remove the same by mutual settlement between them. If any mishap happens during the construction period on that event owner shill not be liable for the same in any manner.
- 9. That the 2<sup>nd</sup> Party shall be entitled to take advance money from the intending Purchaser or Purchasers for raising fund which will be necessary for the purpose of construction. But the Developer shall not encumber or any portion of the building to any third party.
- 10. That all the specific classification or specification has been given in different Heads in different Articles, i.e., Article I to Article XIII.

# NOW THIS AGREEMENT WITNESSETH as follows: ARTICLE-1-DEFINITIONS

1. OWNER shall mean MR. RABI ADHIKARY, [PAN- BWVPA0043H], (AADHAAR No. 756150428860), Son of Mr. Bablu Adhikary, by Occupation-Business, by Faith- Hindu, by Nationality- Indian, residing at: 28/1, H-4, Murari Pukur Road, District- Kolkata, Post Office- Ultadanga, Police Station-Manicktala, Pin- 700067.



- 2. DEVELOPER shall mean SIDDIDATA ENCLAVE PRIVATE LIMITED, [PAN: ABMCS0059D], a Private Limited Company incorporated under the Companies Act'1956, vide Certificate of Incorporation No.: U68200WB2023PTC265872 having it's Registered Office: Village & P.O.: Hatishala, P.S.: K.L.C. (Kolkata Leather Complex) erstwhile now Hatishala, District: 24 Parganas (South), State: West Bengal, PIN: 700135, being duly represented by its Director MR. AMAR SINGH [PAN: BVMPS4346H], (AADHAAR No.: 7313 7408 9487), Son of Mr. Goutam Singh, by Faith Hindu, by Occupation Business, by Nationality: Indian, Resident of: Sarkar Bagan, P.O.: Raghunathpur, P.S.- Baguiati, District: 24 Parganas (North), PIN: 700059.
- 3. PROPERTY shall mean ALL THAT land being marked and demarcated as Plot No.:
  E 41, admeasuring 9.9 Sataks / Decimals (in the Scheme Project "WIND FIELDS ELITE VILLA"), comprised in R.S. & L.R. Dag No. 899 & 900, lying and situated at Mouza Hatishala, J.L. No. 09, R.S. Khatian No. 794, corresponding to LR Khatian No. 4670 & 4714, [i.e., 7.05 Dec. in DAG 899 AND, 2.85 Dec. in DAG 900 (1.975 Dec. from Khatian No.: 4670 & 0.875 Dec. from Khatian No.: 4714)], under Beonta No. II Gram Panchayet P.S.- Erstwhile K.L.C. now Hatishala, DSR Office Alipore, A.D.S.R Office Bhangar, District: 24 Parganas South, which is more fully and particularly described in the Schedule A hereunder written.
- 4. HOUSING CUM COMMERCIAL COMPLEX shall mean the complex comprising of multi storied buildings consisting of several residential and commercial spaces constructed in accordance with the said building plan to be sanctioned by the Local Panchayet and Zilla Parishad, and include other spaces intended for the use and enjoyment in common amongst the apartment owners at the sand newly proposed building as per the Rules and guidelines of the authority having competent jurisdiction.



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- 5. BUILDING shall mean structures or super structures intended to be constructed on the said property and shall include all pump room, reservoir, open/covered s I spaces intended for the enjoyment of the occupants of the said building including all its casements. appurtenances and appendages.
- 6. BUILDING PLAN stall mean the plan which shall be prepared as per the Authority Rules by the Developer in the name of the Owner and duly signed by then or their authorized agent or attorney and shall include any alteration, modification, revise in accordance with building rules of the corporation and duly approved by Local Panchayat / Zilla Parishad.
- 7. COMMON FACILITIES shall include all passage, ways, stairways, lift, corridors. lobbies, shafts, gates, common lavatory, rain water pipes, sewerage and draining pipe lines, underground sewer fittings fixtures, manhole, pits, roof, terrace, filter water connection and pipe lines, overhead and underground reservoirs pipe lines, motor pumps. fences and boundary wall. courtyard. WBSEB supply, electric connection and electric supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, garbage vat, common drive ways and other facilities whatsoever required for the establishment of location enjoyment provision maintenances and management of the affairs of the said building in the said property.
- 8. COMMON EXPENSES shall mean and include all expenses for maintenance, management, upkeep, and administration of the common areas facilities and amenities and all other expenses for common purposes to be contributed, borne, paid and shared by the co-transferees/co-owners of the new building or any part thereof.



- AREA shall mean and include the constructed area in the said property also shall include the terrace above the top floor.
- 10.SALEABLE SPACE shall mean the entire space in the new Housing-cum commercial complex available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- 11.THE SUPER BUILT-UP AREA of a unit shall mean built up area of the unit Together with its proportionate share of the staircase, landings and the passages with proportionate share in the common areas and facilities and advantages as well as proportionate undivided share or interest in the land underneath the structure. The multiplying factor to calculate the super built up area should be determined and settled in writing mutually by both the parties prior to handing over the owner's allocation by the developer.
- 12.OWNER'S ALLOCATION shall include 25% of the total saleable area to be provided from the building or buildings to be constructed including the Garage area. back and front spaces. passage and all other structures of the entire covered and uncovered area. of the said property open space or vacant land and all other common facilities advantages together with the undivided proportionate share of land and, be it mentioned here that after getting possession of the Owners Allocation the vendor shall execute and register the Deed of Conveyances in favour of the intending purchasers.
- 13.DEVELOPER'S ALLOCATION shall mean and include the remaining 75% (as Developer's Allocation namely Siddidata Enclave Pvt. Ltd.) of the total saleable area super built up area of the building or buildings back and front spaces/passage and all other structures of the entire covered and uncovered area of the said property as per sanction of Panchayet rules including the garage space, open space or vacant land and all other common facilities advantages including





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right on the part of the developer to enter into an agreement for sale and/or transfer, lease or in any way deal with the same as the absolute owner thereof in the manner hereinafter provided. Save and except the Owner's Albertions

- 14.ARCHITECT shall mean such person or persons confirming all Panchayet Zilla Parishad statutory provisions rules, regulations and other statutory provisions who shall be appointed by the developer for designing and planning of the building also includes supervision during construction of the building if so appointed by the developer.
- 15.CAR PARKING SPACE still mean the spaces in the portions of the ground floor level whether open or covered of the complex expressed or intended to be reserved for parking of motor cars scooters two wheelers.
- 16.SPECIFICATION-shall mean the specification for the said complex as mentioned in the Schedule B hereunder written subject to the alteration or modification as may be suggested or approved by the Architect.
- 17.TRANSFER with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transferred of space in the newly constructed building to the intending Purchasers thereof.
- **18.TRANSFEREE**: shall mean a person, persons, firm, association to whom can space in the said newly proposed building at the said premises to be transferred by virtue of these presents.

## ARTICLE-II-TITLE AND DECLARATION

1. The Owner hereby declare that he has good und absolute right, title and interest in the said property without any claim of any right, site or interest of any other



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person or person Claiming through or under them. The developer is satisfied upon investigation of title that the owners has good and marketable title free from all encumbrances and liabilities whatsoever to" enter into any agreement with the developer.

2. The Owner hereby undertakes and assure that the Developer shall be entitled to construct and complete the building/s as agreed between the parties hereto to retain and deal with the developer's allocation therein without any interference from the owner or any other person claiming through and under it.

# ARTICLE-III-ALLOCATION OF SHARES IN THE CONSTRUCTED BUILDING:

The Owner shall be entitled to get. 25% of the total saleable area of the said complex. Immediately after the proposed plan of the proposed complex is sanctioned from the Panchayet Zilla Parishad the Developer shall intimate the same to the Owner and shall demarcate the respective allocations in the proposed building plan with proper colouring in a copy of the sanctioned plans and to be counter signed by the parties.

# ARTICLE IV-EXPLOITATION & DEVELOPMENT RIGHT

The Owner hereby grant exclusive rights to the Developer to build upon and accept the said properties for the construction of the building's and the Developer shall be entitled to enter into common contract or agreements or subcontract to any person/company or concern by encumbering the said property in any manner whatsoever only for the purpose of construction and/or to appropriate the cost of construction without imparting any liability to the Owner,



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but shall not be entitled to execute and register any transfer deed in respect thereof prior to handing over and delivering the possession of the owner's allocation.

## ARTICLE-V-CONSIDERATION:

- 1. In consideration of the owner having agreed to permit the developer to commercially develop the said premises by constructing erecting and building multi-storied building or buildings in accordance with the plan sanctioned by the Panchayat/Zilla Parishad at their own cost.
- 2. The said Owner's Allocation shall be constructed erected and completed with good durable and Standard materials and shall com all other amenities which are normally be fitting with the standard height and area of the building and suitable for residential purpose and usually provided for normal residential building of the same standard le Floor Tiles finished floors a per specification given in Schedule B below.

## ARTICLE VI PROCEDURE:

The owner shall grant to the developer or its directors or nominee or nominees an irrevocable General Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from different authorities in connection with construction of building.

## ARTICLE-VII-POSSESSION & CONSTRUCTION

 It has been agreed by and between the Owner and the Developer to construct erect and complete the said complex in the said premises.



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- 2. The owner within 15 days of execution of this agreement shall make over and deliver peaceful khas possession of the said premises in its physical possession and by evicting any Occupiers if any thereof for the purpose of construction shall also allow the common areas and facilities to be used by the developer.
- 3. The owner, however, shall have a periodical checking of the progress of construction of the proposed building either by themselves or their authorised representatives of their engineer or architect, specifically with regard to the nature of construction and quality control thereof and the Developer agreed that any suggestion given by such engineer for and on behalf of the Owner shall be adhered to and/or complied with.

## **ARTICLE VIII- BUILDING**

- 1. The developer shall be authorized in the name of the owner in so far as it is necessary to apply for and obtain temporary and permanent connections of water, electricity power drainage, sewerage and/or gas etc., the portion of new buildings and other inputs and facilities required for the construction or enjoyment of a portion of the buildings for which purpose the owner shall execute in favour of the developer a General Power of Attorney and other authorities as shall be required by the developer.
- 2. The developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the sand building and various unis and/or apartments therein in accordance with building plan and no amendment there or modification shall be made in the owner's allocation without the consent of the owner in writing.



## ARTICLE-IX-DEVELOPER'S ALLOCATION:

- i) The 75% namely Siddidata Enclave Pvt. Ltd., of the total super-built-up area of the building, including car parking space and proportionate share in the land as well as common areas and facilities including all other rights and/or common rights, shall be of 2<sup>nd</sup> Party.
- ii) Developer shall be exclusively entitled to sell out of the developer's allocation of the building with exclusive right to transfer otherwise deal with or dispose of the same without any right or claim therein made by the owner.

## ARTICLE-X-COMMON FACILITIES:

- 1. As soon as the proposed complex is completed and made falls and completely habitable, the developer shall give written notice to the owner requesting him to take over their allocation in building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof, then after 30 days from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payment of all panchayet and property taxes rates duties and other public out goings and impositions whatsoever thereinafter for the sake of brevity referred to as the said rates) payable in respect of the owners allocation the said cutes to be apportioned in pro-rata with reference with sellable space in the developers allocation.
- 2. The owner and the developer or persons claiming through them shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owners and the developer and both the parties shall keep each other indemnified



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against all claims actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the developer in this behalf.

## **ARTICLE-XI-COMMON RESTRICTIONS:**

The owner's allocation in the entire completed building or buildings shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the new building/s intended for the common benefits of all occupiers of the entire completed building which shall include the following:-

- i. The owners and the developer or its nominees shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazardous to the other occupiers of the new buildings.
- ii. No Party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof to make any structural alteration therein without the previous consent of the other in this behalf.
- iii. Both the parties shall abide by all laws, by-laws, rules and regulations of the Government, local bodies, as the case may be, and shall attend to answer and he responsible for any deviation, violation and/or breach of any of the side laws, bye laws, rules and regulations.
- iv. The respective allotees shall keep the interior and exterior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation of the building's in good





working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep other occupiers of the buildings indemnified from and against the consequences of any breach.

- v. No goods or other items shall be kept by the owner and no hindrances shall be caused in any manner in the free movement in the stair-ways. lift-area, drive-ways and other places of common use in the building.
- vi. No party shall throw or accumulate any dirty rubbish waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compounds corridors or any other portion of the building.

### ARTICLE-XII- NOTICE

Any notice or other written communication given under, or in connection with, this agreement may be delivered personally with acknowledgement or sent by prepaid recorded delivery, or by registered post with acknowledgement due or through courier service to the proper address and for attention of the relevant party (or to such other address as is otherwise notified by each party from time to time). The owner shall address all such notices and other written communications to the Developer and the Developer shall address all such notices and other written communications to the first owner.

# ARTICLE-XIII-SPECIFIC PERFORMANCE

In the event of there being breach by either party, if such breach or dispute cannot be resolved mutually, the other party will have the right to seek specific

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performance of this Agreement and also claim any loss, damage costs and expenses caused due to such breach.

#### ARTICLE-XIV- JURISDICTION

Only the Courts having territorial jurisdiction over the concerned property in West Bengal and/or the Hon'ble High Court at Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this deed or connected therewith.

# SCHEDULE A PLOT OF LAND

No.: E – 41, admeasuring 9.9 Sataks / Decimals (in the Scheme Project "WIND FIELDS ELITE VILLA"), comprised in R.S. & L.R. Dag No. 899 & 900, lying and situated at Mouza Hatishala, J.L. No. – 09, R.S. Khatian No. 794, corresponding to LR Khatian No. 4670 & 4714, [i.e., 7.05 Dec. in DAG 899 AND, 2.85 Dec. in DAG 900 (1.975 Dec. from Khatian No.: 4670 & 0.875 Dec. from Khatian No.: 4714)], under Beonta No. II Gram Panchayet P.S.- Erstwhile K.L.C. now Hatishala, DSR Office Alipore, A.D.S.R Office Bhangar, District: 24 Parganas South.



and the state of the

#### SCHEDULE B ABOVE REFFERED TO

#### (Specification of Materials and Fittings and Fixtures)

1. Foundation : Re-in-force cement concrete

roofing, the proportionate share

of the materials (4:3:1).

2. Super structure : Re-in-force concrete framed

structure area (4:3:1).

3. Walls : Brick Masonry external wall 8"

and all other partition walls of 3"

thick. The proportionate share of

brick work are 8",5"

respectively (5:1 or 6:1) (4:2 or

4:1) ceiling plaster.

4. Flooring : All floors except kitchen and toilet

floor will be vitrified Floor Tiles

with 4/5" inches skirting.

5. Kitchen/Toilet Floor : It will be Marble finished with 4/5"

inches skirting.

6. Doors : Frame shall be made of Wood.

Flash door (32mm) and Black

Board, 32mm thick flush door

with both sides commercial ply

hot pressed. Toilet Door of PVC.





7. Door Fitting

2 lever locks main door tower 9/6, inches tower bolts to be provided in all doors as required.

8. Windows

With steel frame and will be fully glazed with 3 mm in head glass, with M.S. Handle and stay of standard make.

9. Sanitary and Plumbing works

Standard make P.V.C. pipe, G.I pipe, P.V.C. pipe of medium type of standard make, bathroom fitting.

Bathroom will be furnished with standard make white fitting and fixtures like white commode, basin white fibre glass low down, cistern.

All attached bathroom will be provided with hot and cold water lines only but there will be no greaser provided by the Developer.

Stop Cock and all other bathroom fitting shall be standard make.

10. Electrical

Main electric work connection will be arranged by the Vendor/Developer from the competent authority. But the purchasers will bear the cost for



individual meter. Electrical wiring will be concealed wiring in PVC polythene pipe buried in floor and walls and fitted with piano type switches and kit kat fuse. Such flat will be provided with the following electrical points.

- i. <u>BED ROOM:</u> 2 Nos, light point, 1 No. Fan Point, 1 No. 5-amp plug point on main switch board and 1 AC point, Telephone & Cable Line Point.
- ii. <u>KITCHEN:</u> 1 No. 6 pin 5/15 amp. Plug point. 1 No. light point. 1 Exhaust/Chimney point.
- iii. TOILET: 1 No. 15 amp, point 1 No. light point 1 No. 5-amp plug point 1 No. light point.
- iv. <u>DINING & LIVING:</u> 1No. Telephone point no. T.T. plug point no. 15-amp fridge point, ½ No. Fan point 2 Nos. light points 1 No. 5 amp 1 AC point plug point on switch board.
  - v. BALCONY: 1 No. Light Point each.

11. Inside Finishing :

For walls plaster of paris for internal walls of all rooms

Inside doors one coat of Wood

Primer.

12. Toilet

White color 6" x 6" glazed

tiles dado up to 6" it height.

13. Kitchen :

Kitchen shelf for gas oven will be black stone fitted and black stone sink kitchen platform will



be covered glazed tiles up to a height of 3" it.

14. General

Stair case floor to be finished with Marble, garage will & ceiling stair case wall ceiling to be given 2 Coats white wash.

External walls to be painted with cement base paint of standard make. All Ground flooring except inside of the flat, other areas shall have I.P.S. Flooring B/W water tank to be provided.

15. Generator

A diesel/ petrol generator with A.M.F panel to be provided to cope up emergency power Requirement at extra coast.

16. Lift

Lift for 6 passengers of standard make.

17. Change in specification

In addition to our general specification the proposed owner. it so desire may request for changing only, the internal portion in the specification in certain items of his choice in his own unit and cost difference if only at the prevailing market





specification would be borne by
the proposed owner. In this
regard the intender of the
change should ask developer for
the pricing of the item and have
to be given in cash before the
intended work is initiated.

# 18. Additional/ Alteration Modification :

In case of addition alteration modification (only internally) if desired by the proposed owner and estimate will be submitted to him for the same estimated agreed upon the proposed owner paid extra.



IN WITNESS WHEREOF the Parties hereby put their respective signatures and seal on the 60 Day of 74 Day of 75 Pay of

#### Witnesses:

1. Aagray Lingh fo. 74.5. Kulf f10: 713843

2. Anward forder for P.S. Hattohola

Raya Allelyory

#### **Drafted & Prepared By:**

Suday channaborry

Sudeep Chakraborty (Advocate) Enrolment No. F-1013/859/2019

Alipore Judges Court

Computer Print

SIDDIDATA ENCLAVE PRIVATE LIMITED

Director

Signature of the 2nd party/Developer



sates (Co.

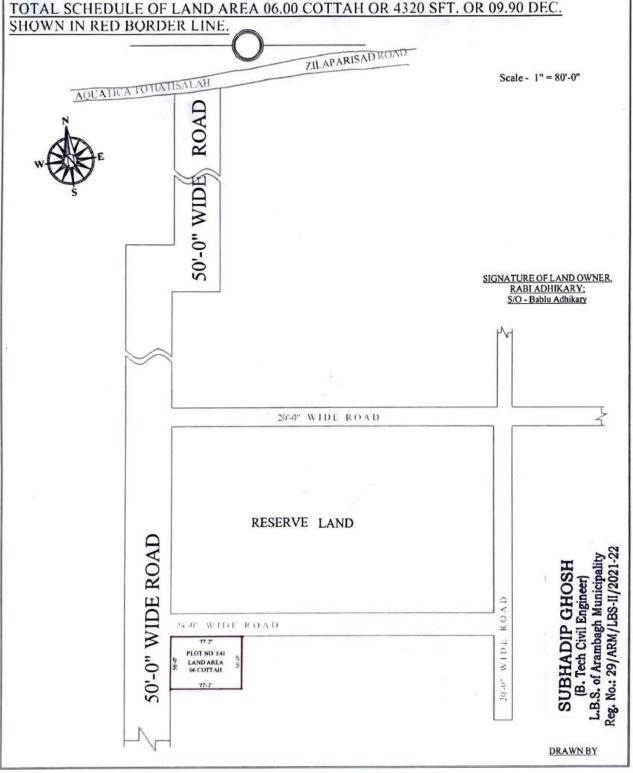
#### SITE PLAN

AT MOUZA :- HATISALAH; J.L. NO. :- 09; P.S. :- PREVIOUSLY K.L.C. NOW POLERHAT; DIST. SOUTH 24 PARGANAS, UNDER BEONTA II GRAMPANCHAYET, R.S. KHATIAN NO.:- 794; L.R. KHATIAN NO.:- 4670 & 4714; SCHEME PLOT NO.:- E41;

DAG NO. :- 899 (P), SCHEDULE OF LAND AREA 7.05 DEC

DAG NO.: - 900 (P), SCHEDULE OF LAND AREA 2.85 DEC

TOTAL SCHEDULE OF LAND AREA 06.00 COTTAH OR 4320 SFT. OR 09.90 DEC.





Signature .....







### Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





**GRIPS Payment Detail** 

GRIPS Payment ID:

050520252005013420

Payment Init. Date:

05/05/2025 18:41:53

**Total Amount:** 

9941

No of GRN:

Bank/Gateway:

SBI EPay

Payment Mode:

SBI Epay

BRN:

4998520451335

**BRN Date:** 

05/05/2025 18:42:45

**Payment Status:** 

Successful

Payment Init. From:

Department Portal

**Depositor Details** 

Depositor's Name:

Mr AMAR SINGH

Mobile:

9147390723

Payment(GRN) Details

Sl. No.

GRN

Department

Total

Amount (₹)

1

9941

192025260050134218

Directorate of Registration & Stamp Revenue

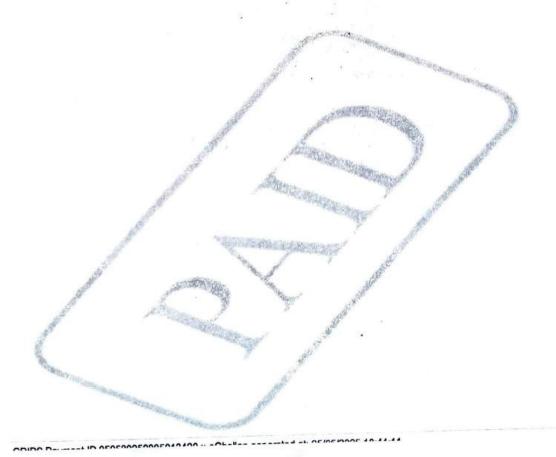
9941

IN WORDS:

NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the

pages below.





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





<b>GRN</b> J	Detail	S
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**GRN Date:** 

GRN:

192025260050134218

05/05/2025 18:41:53

Payment Mode: Bank/Gateway:

SBI Epay

SBIePay Payment Gateway

BRN:

4998520451335

**BRN Date:** 

05/05/2025 18:42:45

Gateway Ref ID:

1007251470

Method:

ICICI Bank - Corporate NB

05/05/2025 18:41:53

**GRIPS Payment ID:** 

050520252005013420

Payment Init. Date:

2001232253/1/2025

Payment Status:

Successful

Payment Ref. No:

[Query No/\*/Query Year]

### **Depositor Details**

Depositor's Name:

Mr AMAR SINGH

Address:

P.O:- RAGUNATHPUR, P.S:Baguiati, District:-North 24-Parganas, PIN

700059

Mobile:

9147390723

Period From (dd/mm/yyyy): 05/05/2025

Period To (dd/mm/yyyy):

05/05/2025

Payment Ref ID:

2001232253/1/2025

Dept Ref ID/DRN:

2001232253/1/2025

Payment	Details		Head of A/C	Amount (₹)
Sl. No.	Payment Ref No	Head of A/C Description	<b>在是基础</b>	
	22222222222	Property Registration- Stamp duty	0030-02-103-003-02	
1	2001232253/1/2025 2001232253/1/2025	Property Registration-Registration Fees	0030-03-104-001-16	20000000000
2	2001232233/1/2023		Total	9941

NINE THOUSAND NINE HUNDRED FORTY ONE ONLY. IN WORDS:

# Major Information of the Deed

Deed No :	I-1630-03434/2025		
Query No / Year		Date of Registration	06/05/2025
Query Date	1030-2001232253/2025		edistered
at the	05/05/2025 6:04:51 PM	Office where deed is registered  D.S.R V SOUTH 24-PARGANAS, District: So	
Applicant Name, Address	Aangraj Singh	24-Parganas	ARGANAS, District: South
Transaction	Plot No.: 10/871, Near Water Tar North 24-Parganas, WEST BENG :Advocate	GAL, PIN - 700160, Mobile No.	ana : New Town, District : : 9147390723, Status
0110] Sale, Development A	Groomant	Additional Transaction	
0110] Sale, Development A agreement	greement or Construction	[4305] Other than Immov	able Property
A Marie Control of the Control of th	greement or Construction	[4305] Other than Immov	able Property,
Set Forth value	greement or Construction		able Property, ration : 2]
Set Forth value Rs. 300/-	greement or Construction	[4305] Other than Immov Declaration [No of Declar	able Property, ation : 2]
[0110] Sale, Development A agreement Set Forth value Rs. 300/- Stampduty Paid(SD) Rs. 10,020/- (Article:48(g))	greement or Construction	[4305] Other than Immov Declaration [No of Declar Market Value	able Property, ration : 2]

#### Land Details:

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Hatisala, JI No: 9, Pin Code: 700135

Sch No	Number	Khatian Number	THE RESERVED FOR	Use ROR	Area of Land		Market	: Hatisala, JI No: 9,
L1	LR-899 (RS		Bastu	Bastu	7.05.0	Value (In Rs.)	Value (In Rs.)	Other Details
	:-899)	(RS:-794\0 )		Juota	7.05 Dec	100/-	55,51,875/	Width of Approach
L2	LR-900 (RS		Bastu	Bastu	1 075 D			Adjacent to Metal Road,
	:-900 )	(RS:-794\0 )		Dusia	1.975 Dec	100/-	15,55,312/-	Width of Approach Road: 50 Ft., Adjacent to Metal
_3	LR-900 (RS	LR-4714,	Bastu	Bastu	0.875 Dec			Road,
	:-900)	(RS:-794\0 )			0.675 Dec	100/-	6,89,062/-	Width of Approach Road: 50 Ft., Adjacent to Metal
		TOTAL:		1000	1 222			Road,
	Grand	Total:			9.9Dec	300 /-	77,96,249 /-	
					9.9Dec	300 /-	77,96,249 /-	

### Land Lord Details :

Name	Photo	FI -	
Mr RABI ADHIKARY (Presentant ) Son of Mr BABLU ADHIKARY Executed by: Self, Date of Execution: 06/05/2025 , Admitted by: Self, Date of Admission: 06/05/2025 ,Place : Office		Finger Print  Captured	Signature
City:- , P.O:- III TADANGA D	06/05/2025	06/05/2025	06/05/2025
Sex: Male, By Caste: Hindu, Color: BWxxxxxx3H, Aadhaar Nixecution: 06/05/2025 Admitted by: Self, Date of Action	vo. /5XXXXXXXX	X8860. Status Individ	Bengal, India, PIN:- 700067 aDate of Birth:XX-XX-1XX3, lual, Executed by: Self, Date of

### Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	SIDDIDATA ENCLAVE PRIVATE LIMITED  City:-, P.O:- HATISHALA, P.S:-Kolkata Leather Camp, District:-South 24-Parganas, West Bengal, India, PIN:- 700135 Date of Incorporation:XX-XX-2XX3, PAN No.:: ABxxxxxxx9D,Aadhaar No Not Provided by UIDAI, Status

## Representative Details:

Name	Photo	Finger Print	
Mr AMAR SINGH Son of Mr GOUTAM SINGH	Sharks Washington	I mger Print	Signature
Date of Execution - 06/05/2025, , Admitted by: Self, Date of Admission: 06/05/2025, Place of Admission of Execution: Office	May 6 2025 1:05014	Captured	Dregt
City:- , P.O:- RAGUNATHOUR	- A COLUMN THE COLUMN	LTI 06/05/2025	06/05/2025
00059, Sex: Male, By Caste: PAN No.:: BVxxxxxx6H, Aadr IDDIDATA ENCLAVE PRIVA	, P.S:-Baguiati, I Hindu, Occupation Maar No: 73xxxxx	District:-North 24-Pargon: Business, Citizen	o6/05/2025 Janas, West Bengal, India, PIN: of: India, Date of Birth:XX-XX-1 presentative, Representative of

**Identifier Details:** 

Name	Photo	Einger Delet	A CHARLEST MATERIAL
Mr AANGRAJ SINGH Son of Mr BINAY KUMAR SINGH KULTI, City:- , P.O:- KULTI, P.S:-Kulti, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713343		Finger Print  Captured	Signature 2
dentifier Of Mr RABI ADHIKARY, Mr	06/05/2025	06/05/2025	06/05/2025

SI.No	From	To. with area (Name-Area)
1	Mr RABI ADHIKARY	SIDDIDATA ENCLAVE BRILLIA
Trans	fer of property for L2	SIDDIDATA ENCLAVE PRIVATE LIMITED-7.05 Dec
SI.No	From	
1	Mr RABI ADHIKARY	To. with area (Name-Area)
Trans	fer of property for L3	SIDDIDATA ENCLAVE PRIVATE LIMITED-1.975 Dec
SI.No	From	
1	Mr RABI ADHIKARY	To. with area (Name-Area) SIDDIDATA ENCLAVE PRIVATE LIMITED-0.875 Dec

# Land Details as per Land Record

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BENTTATA-II, Mouza: Hatisala, Jl No: 9, Pin Code: 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 899, LR Khatian No:- 4670	Owner:রবি অধিকারী, Gurdian:বাবৰু অধিকারী Address:২৮/১, এইচ-৪ মুরারী পুকুর রোড পোঃ উন্টাডাঙ্গা খালাঃ মানিকডলা, কোলকাডা ৬৭, Classification:শালি, Area:0.11000000 Acre,	
L2	LR Plot No:- 900, LR Khatian No:- 4670	Owner:রবি অধিকারী, Gurdian:বাবনু অধিকারী, Address:২৮/১, এইচ-৪ মুরারী পুকুর রোড পোঃ উন্টাডাঙ্গা খালাঃ মানিকডনা, কোলকাডা ৬৭, Classification:শালি, Area:0.04000000 Acre,	Mr RABI ADHIKARY
L3	LR Plot No:- 900, LR Khatian No:- 4714	Owner:	Mr RABI ADHIKARY

### Endorsement For Deed Number : I - 163003434 / 2025

#### On 06-05-2025

4 6

### 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

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

Presented for registration at 12:57 hrs on 06-05-2025, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr

### 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

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

Execution is admitted on 06/05/2025 by Mr RABI ADHIKARY, Son of Mr BABLU ADHIKARY, P.O: ULTADANGA, Thana: Maniktala, , Kolkata, WEST BENGAL, India, PIN - 700067, by caste Hindu, by Profession Business

Indetified by Mr AANGRAJ SINGH, , , Son of Mr BINAY KUMAR SINGH, KULTI, P.O: KULTI, Thana: Kulti, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-05-2025 by Mr AMAR SINGH, DIRECTOR, SIDDIDATA ENCLAVE PRIVATE LIMITED (Private Limited Company), City:-, P.O:- HATISHALA, P.S:-Kolkata Leather Camp, District:-South 24-Parganas, West

Indetified by Mr AANGRAJ SINGH, , , Son of Mr BINAY KUMAR SINGH, KULTI, P.O: KULTI, Thana: Kulti, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713343, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/05/2025 6:42PM with Govt. Ref. No: 192025260050134218 on 05-05-2025, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 4998520451335 on 05-05-2025, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3370, Amount: Rs.100.00/-, Date of Purchase: 05/02/2025, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/05/2025 6:42PM with Govt. Ref. No: 192025260050134218 on 05-05-2025, Amount Rs: 9,920/-, Bank: SBI EPay ( SBIePay), Ref. No. 4998520451335 on 05-05-2025, Head of Account 0030-02-103-003-02

Dilip Kumar Mondal DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-**PARGANAS** 

South 24-Parganas, West Bengal

ertificate of Registration under section 60 and Rule 69.
egistered in Book - I
olume number 1630-2025, Page from 84019 to 84054
eing No 163003434 for the year 2025.





Digitally signed by DILIP KUMAR MONDAL Date: 2025.05.13 19:59:38 +05:30 Reason: Digital Signing of Deed.

Dilip Kumar Mondal) 13/05/2025
DISTRICT SUB-REGISTRAR
DEFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
Vest Bengal.