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Handwritten notes: 'Alipore' and '24/10/2023'.

Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-III
Alipore, South 24-pargana
13/10/2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at
Kolkata on this 13th day of October 2023,

BETWEEN

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Rupees 60 85

Samiran Das
Stamp Vender
Alipore Police Court
South 24 Pgs., Kol-27



Ashim Mukherjee
S/o Ashok Mukherjee
Mahamayaপুর school Road
KOL - 700084

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
13 OCT 2023

SMT. BHARTI PATRA (PAN: BLDPP0727J, **AADHAR:** 9139-6706-6641, **MOBILE:** 9836872287), W/O Late Phani Bhusan Patra, by Nationality - Indian, by Faith - Hindu, by Occupation - Housewife, residing at Garia Station Road Deoder place P.S. Sonarpur now Norendrapur P.O. Garia, Kolkata - 700084, District South 24-Parganas, hereinafter called and referred to as the **"OWNER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, heiresses, successors, successors in interest, legal representatives, executors, administrators and/or assigns) of the **ONE PART**,

AND

M/S. TARA MAA ENTERPRISE, a proprietorship firm, having its office at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, Kolkata - 700068, herein represented by its Sole Proprietor **SRI NANTU GHOSH** (PAN: A U TPG2008B, **AADHAR:** 8351 4902 5364 **MOBILE:** 9330758988), son of Late Pran Ballav Ghosh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, P.O. Jodhpur Park Kolkata - 700068, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, successors, successors-in interest, legal representatives, executors, administrators and/or assigns) of the **OTHER PART**,

WHEREAS one **Surendra Nath Mondal** and **Mohan Lal Mondal** were the joint and declared owners of 80 Satak Bastu Land (out of which Surendra Nath Mondal was entitled to 41 Satak Bastu Land and Mohan Lal Mondal was entitled to 40 Satak Bastu Land) lying and situated at Mouza - Balia Gram, Pargana - Medan Mal, J.L. no. 46, R.S. no. 7, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, A.D.S.R at Sonarpur, District South 24-Parganas.

AND WHEREAS said **Surendra Nath Mondal** out of his own 41 Satak Bastu Land, sold, transferred conveyed vide a Bengali Deed of Sale, dated: 07/04/1965, 9 (Nine) Satak Bastu Land to one Sri Kanai Lal Mondal, and the said Bastu Land admeasuring 9 Satak, was lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. no. 46, R.S. no. 7, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, A.D.S.R at Sonarpur, District South 24-Parganas and the said Bengali Deed of Sale, dated: 07/04/1965, which was registered in the office of the district sub-registrar, at Baruipur, South 24-parganas and recorded in book no. I, volume no. 52, pages 274 to 278, being no. 3292 for the year 1965.

AND WHEREAS after aforesaid purchase said **Sri Kanai Lal Mondal** became the sole and absolute owner of the said Bastu Land admeasuring 9 Satak, more or less, and continued to possess the same without any hindrance from any corner of whatsoever nature.

AND WHEREAS one **Sri Sanatan Halder**, Son of Late Bhujram Halder, filed and executed one Money Suit no. 4, in the Court of 2nd Munsif at Baruipur, South 24-Parganas, which was subsequently renumbered as Money Suit no. 60/1967. And the Suit Money Suit was decreed in favour of said Sanatan Halder, Son of Late Bhujram Halder on the 9th April 1968, vide Order no. 21 and under Rule 94. And thereby said Sanatan Halder, Son of Late Bhujram Halder became the Owner of said Bastu Land admeasuring 9 Satak, was lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. no. 46, R.S. no. 7, District Collectorate Touzino. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, A.D.S.R at Sonarpur, District South 24-Parganas.

AND WHEREAS subsequently two joint owners of the said entire Land namely Mohan Chandra Mondal and Sital Chandra Mondal, jointly filed a Partition Suit no. 32/1969, on 24/03/1969, in the Court of 1st Sub Judge at

Alipur, South 24-Parganas, for Metes and bounds partition of the said entire land, and the said Partition Suit no. 32/1969, was decreed for Metes and Bounds partition of the said entire Land on 05/08/1971. And thereby the 9 Satak Bastu land owned by said Sanatan Halder was demarcated as per the said Partition Suit decree passed on 05/08/1971.

AND WHEREAS Thus said Sanatan Halder, Son of Late Bhujram Halder became the sole and absolute Owner of said demarcated Bastu Land admeasuring 9 Satak, was lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. no. 46, R.S. no. 7, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, A.D.S.R at Sonarpur, District South 24-Parganas.

AND WHEREAS said Sanatan Halder, Son of Late Bhujram Halder, framed a scheme for Plotting of the said 9 Satak land into small Plot of Land, properly demarcated, so that those small Plots of Land could be sold to different interested parties.

AND WHEREAS the owner herein above namely Bharti Patra, W/O Late Phani Bhusan Patra, Purchased and acquired from said Sanatan Halder, Son of Late Bhujram Halder, vide a Bengali Sale Deed, dated: 14/12/1992, ALL THAT piece and parcel of Bastu Land, admeasuring 2 Cottahs, 8 Chittacks 01.7 sq. ft., lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. no. 46, R.S. no. 70, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, L.R. Khatian no. 78, L.R. Dag no. 151, Police Station – Sonarpur, A.D.S.R at Sonarpur, District South 24-Parganas, for the sake of brevity herein after called and referred to as the said “FIRST PLOT OF LAND” and the said Bengali Deed of Sale, dated: 14/12/1992, which was registered in the Office of the Additional District Sub-registrar, at Baruipur, South 24-parganas and recorded in book no. I, volume no. 114, being no. 8339 for the year 1992.

AND WHEREAS the owner herein above namely Bharti Patra, W/O Late Phani Bhusan Patra, Purchased and acquired another consecutive Plot of Land from said Sanatan Halder, Son of Late Bhujram Halder, vide a Bengali Sale Deed, dated: 20/03/2002, ALL THAT piece and parcel of Bastu Land, admeasuring 3 Cottahs, lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. no. 46, R.S. no. 30, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, L.R. Khatian no. 78, L.R. Dag no. 151, presently under Rajpur Sonarpur Municipality ward no. 1, Police Station – Sonarpur, A.D.S.R at Sonarpur, District South 24-Parganas, for the sake of brevity herein after called and referred to as the said “SECOND PLOT OF LAND” and the said Bengali Deed of Sale, dated: 20/03/2002, which was registered in the Office of the Additional District Sub- registrar, at Sonarpur, South 24-parganas and recorded in book no. I, volume no. 21, pages 88 to 95, being no. 1157 for the year 2003.

AND WHEREAS in the herein above manner owner herein above namely Bharti Patra, W/O Late Phani Bhusan Patra, became the sole and absolute owner of two continuous Plot of Land, for the sake of brevity herein after called and referred to as the said “LAND/ PREMISES”.

AND WHEREAS the owner herein above after becoming the sole and absolute owner of the said two continuous Plot of Land, mutated her name in the records of Land and Land Reforms Department, Government of West Bengal as one Plot of Land/ Premises, under L.R. Dag no. 151 and L.R. Khatian no. 1628 and also mutated her name in the record of Rajpur-Sonarpur Municipality Vide Holding No. 672, Paschim Balia and the Owner herein above is in occupation and physical enjoyment of the said Land/ Premises, free from all encumbrances.

AND WHEREAS after becoming the sole and absolute owner of the said Land/ Premises continued to use the same and thereafter mutated her name

in the records of Rajpur Sonarpur Municipality under Holding no. 672, Street – Paschim Balia, Ward no. 1, and the property/ Plot address as 672, Paschim Balia, Kolkata – 700084.

AND WHEREAS with a view to develop the said land/ premises, as described in the First Schedule hereunder written and to erect multi-storied building over the same in terms of the building plan to be sanctioned by the Rajpur Sonarpur Municipality, the Owner herein have invited the Developer to undertake the charge of such constructional and/or development works of the schedule Land/ Premises at its costs, expenses and efforts and on the basis of sharing of the constructed areas in the ratio of 50:50 amongst the Owners & Developer.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the Owner and agreed to develop the First Schedule Land/ Property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein are entering into this Agreement between them on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO.

ARTICLE – I

DEFINITIONS:

OWNER: shall mean **SMT. BHARTI PATRA (PAN: BLDPP0727J AADHAR: 9139-6706-6641, MOBILE: 9836872287)** W/O Late Phani Bhusan Patra, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at Deodar Place, Garia Station Road, P.O.- Garia, P.S. Sonarpur now Narendrapur, Kolkata - 700084, District South 24 Parganas, which term or

expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, heiresses, successors, successors in interest, legal representatives, executors, administrators and/or assigns.

DEVELOPER: shall mean **M/S. TARA MAA ENTERPRISE**, a proprietorship firm, having its office at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, Kolkata - 700068, herein represented by its Sole Proprietor **SRI NANTU GHOSH (PAN: AUTPG2008B, AADHAR: 8351 4902 5364 MOBILE: 9330758988)**, son of Late Pran Ballav Ghosh, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, Kolkata - 700068, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, successors, successors-in interest, legal representatives, executors, administrators and/or assigns.

TITLE DEED: shall mean all the documents of the title relating to the said Land/ Premises including certified copy of the decree or the order passed by any competent Court.

LAND/ PREMISES: shall mean ALL THAT piece and parcel of Bastu Land, admeasuring 5 Cottahs, 8 Chittacks,, lying and situated at Mouza - Balia Gram, Pargana - Medan Mal, J.L. no. 46, R.S. no. 30, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, under L.R. Dag no. 151 and L.R. Khatian no. 1628, presently under Rajpur Sonarpur Municipality Holding No. 672, Paschim Balia, ward no. 1, Police Station - Sonarpur now Narendrapur, A.D.S.R at Sonarpur now Garia, District South 24-Parganas,

BUILDING: shall means residential/ commercial building on single or several blocks to be constructed upon the said premises after demolishing

the existing structure, as per the sanction plan to be sanction by the Rajpur Sonarpur Municipality and any further floors to be sanction by the Rajpur Sonarpur Municipality.

OWNER'S ALLOCATION: shall mean 50% of the constructed area of the proposed building including the additional constructed area which has been specifically described in the Second schedule written hereunder.

DEVELOPER'S ALLOCATION: Shall mean 50% constructed area of the propose building including the additional constructed area which has been specifically mentioned Third Schedule written hereunder.

COMMON FACILITIES & AMENITIES: shall include corridors, hall ways, stair ways, passage way, drive ways, common lavatories, watchman's room, electrical meter rooms, electrical sub-station, transformer, boundary wall, main gate, pump & sump space, underground, water reservoir, overhead water tank, roof, lifts, lift wells, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owner of units/ floors/ flats /car parking spaces/ commercial spaces/ shops/ offices spaces etc; which has specifically been described in the Fourth Schedule hereunder as Common Areas and Portions.

SALEABLE SPACE: Shall mean units/ floors/ flats/ car parking spaces/ commercial spaces/ shops/ offices/ spaces etc; in the buildings available for independent use and occupation after making due provisions for common facilities and the space required thereof.

COMMON EXPENSES : Shall mean and include the purpose of maintaining the said premises and the proposed buildings in particular the common parts as also meeting of the common expenses and matters relating to

mutual right and obligations of the Developer, the Owner and their nominees including the intending purchasers /s and the common use and enjoyment thereof, which has been specifically described in Fifth Schedule hereunder.

PROPORTIONATE: shall mean the proportion or ratio which any particular built up area or unit bears to the total built up area with reference to the common parts, portions, service and maintenance area or facilities and benefits at the said building complex or the land comprised in the Said Premises.

THE ARCHITECT: Shall mean a company or person who would appoint by the Developer and shall design and plan the buildings upon on the said land/ premises and obtain the required sanction for construction of such building from the appropriate authorities and supervise the construction work.

BUILDING PLAN: Shall mean such Plans to be prepared by the Architect for the construction of the buildings and to be sanctioned by the Rajpur Sonarpur Municipality and /or any other competent authorities as the case may be.

BUILT UP AREA: shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by two Units/ Spaces of the Building.

TRANSFEROR: Shall mean the Owner and the Developer who intends to sell units/ floors/ flats/ car parking spaces/ commercial spaces/ shops/ offices/ spaces allotted to them respectively, to the intending buyer/ buyers together with undivided proportionate share of the land and right to use the common space in the proposed building,

TRANSFeree: Shall mean the person, firm limited company or an Association or persons to whom units/ floors/ flats/ car parking spaces/ commercial spaces/ shops/ offices/ spaces in the building has to be transferred.

TRANSFER: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of the building to Purchaser/s thereof.

COMPLEX: shall mean the residential-cum-commercial complex comprising of buildings, service and utility areas to be developed by the Developer herein at the said premises.

DEVELOPMENT PROGRAMME: shall mean the sanction of plan and related activities including construction of the building, development of the same, installation of common facilities and amenities and sale of saleable spaces to be carried out by the Developer as well as the Owners at the complex in terms hereof.

SPECIFICATIONS: shall mean the specifications according to which the construction shall be carried out at the Said Premises, described under the Sixth Schedule hereunder written.

ROOF/ TERRACE: Shall mean the ultimate roof of the said building/s and it should be treated as one of the common areas and facilities.

NOTICE: Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

SINGULAR: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

MASCULINE: shall include the feminine and vice versa.

ARTICLE - II **COMMENCEMENT**

This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE - III: **OWNER' RIGHTS & REPRESENTATION**

- a) The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to the property mentioned in FIRST SCHEDULE hereunder together with all right of easements, common facilities and amenities annexed thereto.
- b) Save and except the Owner nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- c) The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever of howsoever.
- d) The Owner does not hold excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- e) Since execution of this agreement till completion of the building, if any person/s claiming to have any right, title and interest in respect of the said premises, save and except the Owner.
- f) That there are several structures situated upon the said premises and the Developer shall have liberty to construct the building upon the said premises after demolishing the existing Structure. The Developer shall

take all the debris of the structure and sell it, in its discretion to the third party however Owner shall be entitled to claim entire proceed of such sale from the Developer.

- g) The Developer shall construct the proposed buildings demolishing the existing structure on the basis of actual physical measurement of the said premises.

ARTICLE : IV

DEVELOPER'S RIGHT

- a) The Owner hereby grant exclusive right to the Developer to develop the said premises by way of constructing buildings including commercial complex, thereon in accordance with the building plan to be sanctioned by the Rajpur-Sonarpur Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- b) That the Developer shall and bear all expenses towards mutation, land leveling, sanction plan, building material, lawyer, fees and all construction chargers of the new building and to complete it in all respects ant its own costs or at the cost of the intending purchaser or purchasers including architect fees, charges and expenses required to be paid or deposited for purpose of development of the said premises.
- c) It is made clear that save and except the share of the Owner in the proposed building and non-refundable consideration amount as mentioned in Second Schedule hereunder, all other units/ floors/ car parking spaces/ commercial spaces / shops/ offices/ spaces will be the property of the Developer herein and if the Developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer, after delivery of possession of the Owner' allocation to the Owner.
- d) The Developer shall construct the buildings upon the said premises strictly as per sanction plan of the Rajpur Sonarpur Municipality and for any violation or deviation the Developer will solely be liable and /or

responsible.

- e) The Developer shall construct the building upon the said premises after demolishing the existing structure. The Developer shall take all the debris of the structure and sell it in its discretion and pay and/ or remit the proceeds to the Owner.

ARTICLE - V:
CONSIDERATION

- a) In consideration of the Agreement the Owner shall agree to grant exclusive right of Development of the said premises to the Developer and in lieu of the Land of the said premises, the Owner are entitled to get 50% constructed area of the proposed buildings including all additional area together with undivided proportionate share of land including all rights of easements, facilities and amenities annex to propose building particularly as mentioned in Sixth Schedule hereunder written.
- b) Save and except the 50% constructed area of the proposed buildings the Owner shall be entitled get and Developer would pay a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as an amount for consideration to the Owner which shall be forfeited by Owner, in respect of the said premises The said amount of Rs. 10,00,000/- (Rupees Ten Lakhs only), amount would be paid by the Developer at the time of execution and registration of this development Agreement.
- c) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by construction the building on the said premises and to deal with the Developer's allocation in the building in the manner herein stated, without creating any liability financial or otherwise whatsoever upon the Owner.

- d) After submitting the final plan to the Rajpur Sonarpur Municipality, in respect of the said premises, the Owner and the Developer shall execute a Supplementary Agreement in respect of their allocation specifying the units/ floor/ flats/ car parking spaces/ commercial spaces/ shops/ offices/ spaces and other terms if any and the supplementary Agreement will be registered in respect of the allocation of the Owner and Developer, if required.

ARTICLE-VI:

POSSESSION

- a) After obtaining the building plan duly sanctioned by the Rajpur-Sonarpur Municipality, the Owner shall handover the peaceful vacant physical possession of the said premises to the Developer.
- b) The Developer after obtaining full/ part possession of the said premises from the Owner shall issue a Certificate indicating therein that it has obtained full possession to the said premises from the Owner in terms of this agreement and for the purpose mentioned herein.

ARTICLE-VII:

PROCEDURE

- a) Simultaneously on execution and registration of this Agreement, the Owner is granting proper authority to the Developer by executing and registering a General power of Attorney to the Developer for the purpose of construction of the proposed building as per sanction plan to be sanctioned by the Rajpur Sonarpur Municipality and selling out 50% constructed area of the proposed building as mentioned in Third Schedule hereunder together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for sale/s. The Developer will also be empowered to sign and execute all necessary papers, deeds, documents, plans etc; for the purpose of construction of the buildings and selling out the Developer's allocation only and represent the Owner for all purpose in connection with

appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.

- b) Apart from the registered General Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc; for the purpose of development of the said premises, if necessary.
- c) The Developer shall keep original and certified copy of the sanctioned Architectural plan and structural plan in its custody but the Developer shall handover photocopy of the same to the Owner.
- d) The Owner shall also hand over the Original copy of title deeds, mutation certificate, paid tax receipts and other documents relating to the title of the said premises to the Developer on executing this Agreement and the Developer acknowledging the same by the receipt of it and The Developer will handover back the original documents after construction of proposed buildings. Simultaneously with the handing over of owner's allocation to the Owner.
- e) The Developer shall execute and register the Agreement for sale and Deed of conveyance in respect of the allocated portion of the Developer mentioned in Third Schedule hereunder in favour of the intending purchaser/ Nominee selected by the Developer, on the basis of the registered Power of Attorney.
- f) The Developer shall keep the original Development Agreement and Power of Attorney in its custody and the Owner shall keep certified copy of the Development Agreement and Power of Attorney in their custody.

ARTICLE-VIII:

DEALINGS OF SPACES IN THE BUILDING

- a) The Developer shall on completion of the building/s of several blocks handover the Owner's allocation before, handing over possession of units/ floors/ flats/ car parking spaces/ commercial spaces/ shops/ offices/ spaces to the intending purchaser/ purchasers in the

- proposed buildings, to be selected by the Developer.
- b) The Owner will be entitled to transfer or otherwise deal with their allocated portions in the building and except their allocated portions, the Owner shall have no right, title interest and /or authority to deal with Developer's allocation in the proposed building.
 - c) That save and except allocation mentioned in the Second and Third Schedule hereunder, the common areas, facilities and amenities will be jointly possessed by the Owner and the Developer and their heirs and nominees and the Owner and the Developer shall have exclusive right to dispose of their portion in any manner whatsoever.
 - d) The Developer being the party of the other part shall be at liberty with exclusive right and authority to negotiate for sale of units/ floors/ flats/ car parking spaces/ commercial spaces/ shops/ spaces together with proportionate share of land excluding the allocations provided for the Owner under Owner' allocation, as mentioned herein before, of the said proposed buildings on the said premises with prospective buyer/ s on or before or in course of the construction work of the said buildings at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties here in that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner herein will have no right and share and will not be entitled to any portion thereof.
 - e) The Developer shall be entitled to enter into agreement for sale(s) or transfer in respect of Developer's allocation on the basis of the Development Agreement and entitled to sign all necessary documents on behalf of the Owner on the basis of registered General power of Attorney. However, that such dealing shall not in any manner fasten or create any financial and legal liability upon the Owner.
 - f) The Developer shall execute the Agreement for sale/s, Deed of

Conveyance/s in favour of the intending purchaser/s of the Developer's allocation of the building on behalf of the Owner, save and except the Owner's allocation, on the strength of the Registered General Power of Attorney, the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser or purchasers thereof.

- g) Until and unless the allocation of the Owner and Developer shall be divided, the Developer shall not handover possession of their respective units/ floors/ flats/ car parking spaces/ spaces/ shops/ commercial spaces/ offices to the intending purchaser/s and nominees/s.

ARTICLE-IX:

BUILDINGS

- a) The Developer shall at its own costs construct erect and complete both the building/s at the said premises in accordance with sanction plans with such materials and with such specification as are mentioned in the Sixth Schedule hereunder written and as may be recommended by the Architect from time to time.
- b) Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are inferior to the standard as mentioned in the Municipal Building rules and specification mentioned hereunder.
- c) The Developer shall install erect in the said buildings at the Developer's own costs transformer, standard new pump set, water storage tanks, overhead reservoirs, lifts, electric wiring fittings and other facilities in each building as are required to be provided in a building having self-contained units/ floors/ flats/ car parking space/ spaces/ shops/ commercial spaces/ offices and constructed for sale of units/ floors/ flats/ car parking space/ spaces/ shops/ commercial spaces/ offices herein on Ownership basis and as mutually agreed.

- d) The Developer shall be authorized in the name of the Owner in so far as in so necessity to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction or enjoyment of the buildings.
- e) The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed buildings in it various units/ floors/ flats/ car parking space/ spaces/ shops/ commercial spaces/ offices therein in accordance with the sanction building plan.
- f) All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility or liability in this context.
- g) The Developer shall start the buildings right after obtaining sanction of the buildingplan.

ARTICLE-X:

COMMON FACILITIES.

- a) The Developer shall pay and bear all property taxes and other dues and out goings in respect of the buildings accruing due and as and from the date of execution of this Development Agreement of the said premises to the Developer.
- b) As soon as the buildings are completed, the Developer shall give written notice to the Owner requiring Owner to take possession of the Owner's allocation in the building.
- c) The Owner and Developer 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

Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owner or the Developer in this behalf.

- d) Any transfer or any part of the Owner's Allocation of the new buildings shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities in accordance with law.
- e) Both the Developer and Owner herein shall enjoy their respective allocations /portions in the said building forever with absolute right of alienation, transfer, gift etc. and such rights of parties in no way could be taken off or infringed by either of the parties under any circumstances.

ARTICLE-XI:

COMMON RESTRICTION

- a) The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the buildings which shall include as follows:-
 - a. Neither party shall use or permit to the use or permit to the use of the respective allocation in the buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity, not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the buildings.
 - b. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
 - c. Neither party shall transfer or permit to transfer of their respective

allocations or any portion thereof unless:-

- i. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
- ii. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and or these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.
- iii. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and /or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.
- iv. 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 building in good working condition and repair and particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the buildings indemnified from and against the consequence of any breach.
- v. Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any such act.
- vi. No goods or other items shall be kept by the either party for

display or otherwise in the corridors or others places of common use in the buildings and no hindrance shall be caused in any manner in the free movement or users in the corridors and other places of common use in the building.

- vii. Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- viii. Either of parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any portion of the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII:

OWNER' OBLIGATIONS.

- a) The Owner doth hereby agree and covenant with Developer not to cause any interference or hindrance in the lawful construction of the said buildings at the said premises by the Developer.
- b) The Owner doth hereby covenant with Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and /or disposing of any of the Developer's allocated portion in the buildings at the said premises in favour of the intending buyers of units/ floors/ flats/ car parking spaces/ commercial spaces/ shops/ offices/ spaces in the said buildings. The Owner further gives undertaking for and on behalf of his agents,

servants, representatives for similar act at their own liability and responsibility.

- c) The Owner doth hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and /or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Agreement.
- d) The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said buildings, provided there is no violation of the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building in phase wise by the Developer shall be only 24 (Twenty four) months either from the date of obtaining sanction plan from the Rajpur Sonarpur Municipality or from obtaining vacant khas possession of the said premises, whichever is earlier. The grace period shall be only for 12 (twelve) months.
- e) The Owner or the Developer herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/ lands or any portion thereof at any time during the subsistence of this agreements.
- f) The Owner hereto without being influenced or provoked by anybody do hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and /or involvement on the part of the Owner hereto, the Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms

of the General Power of Attorney although otherwise mentioned thereof and the Developer shall be at liberty to receive any amount from any purchaser /purchasers in its own names and to appropriate the said sale proceeds of the units/ floors/ flats/ car parking space/ spaces/ shops/ commercial spaces /offices of the said building at its sole discretion without having any attachment and /or thereon of the Owner hereto.

- g) The Owner does hereby agree to get, execute and register the boundary declaration in respect of the said premises.
- h) The Owner shall sign and execute all papers and documents relating to land ceiling clearance, amalgamation of the said premises, fire brigade, K.M.D.A, K.I.T etc; in favour of the Developer.

ARTICLE-XII:

DEVELOPER'S OBLIGATIONS

- a) The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 24 (Twenty Four) months either from the date of sanction of the building plan or getting vacant possession of the said Land/ Premises. The grace period for completion of the proposed building is only for 12 (twelve) months.
- b) The Developer hereby agrees and covenants with the Owner not to execute any deed or things whereby the Owner are prevented from enjoying selling assigning and/or disposing of any of the Owner' allocation in the building/s at the said premises.
- c) The Developer doth hereby agree and covenant with the Owner not to transfer and /or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owner.
- d) The Developer hereby agrees covenants with the Owner not to violet or contravenes any of the provisions or rules applicable to the

construction of the said buildings.

- e) The Developer hereby agrees and covenants with Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, after handing over owner's allocation or may enter into agreement with party or parties for transfer of any part of its allocated portion in the constructed buildings to be erected upon the said premises.
- f) The Developer hereby agrees and covenants with the Owner that the Developer shall procure the completion certificate from Rajpur Sonarpur Municipality, before handing over owner's allocation to the owner.
- g) The Developer shall not take any loan from the bank or financial institution creating charges over the said premises as equitable mortgage or in any manner whatsoever but the Developer's allocation as equitable mortgage only in respect of units/ floors/ flats/ car parking space/ spaces/ shops/ commercial spaces/ offices of the intending purchaser who wants to purchase and/or buy the same from the Developer.
- h) The Developer shall not assign the agreement to any other third party without the written consent of the Owner.
- i) The Developer at its own cost and expenses do the following:-
 - a. To Mutate the said Land/ Premises in the Rajpur Sonarpur Municipality in name of owner.
 - b. To obtain land ceiling clearance from the competent authority.
 - c. To obtain sanction of the building plan from the Rajpur Sonarpur Municipality.
 - d. To obtain No Objection from KMDA, KIT, Fire Brigade, Kolkata Police or other authorities, if require.

ARTICLE-XIV:
OWNER'S INDEMNITY

- a) The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference for disturbances on the part of the Owner, provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV:
DEVELOPER'S INDEMNITY

- a) The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction fails down due to inferiority of the materials and other patent defects thereto.
- b) The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

ARTICLE-XVI:
MISCELLANEOUS

- a) The Owner and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations of persons in between the Owner and the Developer.
- b) Immediately after possession of premises, be given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- c) The Owner shall not be liable for any Income Tax, Wealth Tax or any

other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

- d) The Developer and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof, the Owner and the Developer hereby agree to abide by all the rules and regulations to be framed by any society/ association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owner of the respective units shall maintain the said building, after handover possession to the prospective buyers by the Developer.
- e) As and from the date of completion of the buildings the Developer and/or its transferees and the Owner and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces. The proposed building to be constructed by the Developer and shall be made in accordance with the specifications more fully and particularly mentioned and described in the Eight Schedule hereunder written.

ARTICLE XVII:

FORCE MAJEURE

- a) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".
- b) "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and /or any other act or commission beyond the control of the parties hereto.

ARTICLE XVIII:**ARBITRATION AND DISPUTES AND PRE-REFERRAL EFFORTS:**

The parties hereto shall attempt to settle any dispute or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively disputes) by way of negotiation. To this end, each of the parties hereto shall use its reasonable endeavors to consult or negotiate with other party in good faith and in recognizing the parties mutual interest and attempt to reach a just and equitable settlement satisfactory to both the parties. If the parties not settle the dispute by negotiation within fifteen days from the date of which the negotiation are initiated, the dispute shall be referred to and finally resolved by an Arbitration by appointing an Arbitrator under the prevailing provisions of Arbitration and Conciliation Act 1996. The directions and interim/final Award of the Arbitrator shall be binding both the parties.

ARTICLE-XIX:**JURISDICTION**

- a) The Courts (Civil & Criminal) of city of Calcutta shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.
- 

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said First Plot of Land)

ALL THAT piece and parcel of Bastu Land, admeasuring 5 Cottahs, 8 Chittacks (actual measurement 5 Cottahs 2 Chittaks 01.7 Sq. Ft.) lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. no. 46, R.S. no. 30, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, under L.R. Dag no. 151 and L.R. Khatian no. 1628, under Holding no. 672, Street – Paschim Balia, Ward no. 1, and the property address as 672, Paschim Balia, Kolkata – 700084, presently under Rajpur Sonarpur Municipality ward no. 1, Police Station – Sonarpur, A.D.S.R at Sonarpur now Garia, District South 24-Parganas TOGETHER WITH easement and quasi-easement rights and other privileges appendages, appurtenances whatsoever belonging to or in any wise appurtenant or attached thereto, butted and bounded in the manner as follows:-

ON THE NORTH BY	:- Other's Land.
ON THE SOUTH BY	:- 10 ft. wide RSM Road.
ON THE EAST BY	:- Other's Land.
ON THE WEST BY	:- 18 ft. wide RSM Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

The OWNER's share shall consist Rs. 10,00,000/- (Rupees Ten Lakhs only) as forfeit money which shall be paid at the time of execution and registration of this Development Agreement and 50% share of the building (consisting of entire second floor and East-West-North side flat on the Third Floor, ultimate Roof shall be common and 50% parking area shall be allocated after obtaining plan of the building from Rajpur-Sonarpur Municipality) However one Shop space area in Ground Floor, front side admeasuring 90 Sq. ft. more or less shall exclusively fall in Developers' allocation and shall not form part of 50% share of building area allocated to owner together with the proportionate undivided share of the Land (more fully described in the First Schedule written

herein above) underneath the said building, lying and situated at Mouza - Balia Gram, Pargana - Medan Mal, J.L. no. 46, R.S. no. 30, District Collectorate Touzi no. 274, Zilla Jarip Khatian no. 14, Zilla Jarip Dag no. 178, R.S. Khatian no. 79, R.S. Dag no. 196, under L.R. Dag no. 151 and L.R. Khatian no. 1628, under Holding no. 672, Street - Paschim Balia, Ward no. 1, and the property address as 672, Paschim Balia, Kolkata - 700084, presently under Rajpur Sonarpur Municipality ward no. 1, Police Station - Sonarpur, A.D.S.R at Sonarpur, District South 24-Parganas, along with all the easement, quasi-easement right and privileges attached thereto as well as the rights of use and enjoyment of all common places and facilities available to all co-owners of the Building

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

Save and except Owner' Allocations mentioned in "SECOND SCHEDULE" herein above, the Developer is entitled to get the Entire First Floor, East-West-South side Flat of the Third Floor, and 50% car parking in the Ground Floor of the proposed buildings together with all easement rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land underneath as per sanction plan to be sanctioned by the Rajpur Sonarpur Municipality upon the land mentioned in the FIRST SCHEDULE premises as hereinabove mentioned.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the said Common Areas/ Portions)

1. Entrance and exits of the complex and the proposed buildings.
2. Boundary walls and main gate of the complex and the proposed buildings.
3. Ultimate Roof Top of the proposed buildings.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).

5. Electrical Sub-station, Transformer, Meters Room, where meters will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-Owner.
9. Land underneath of the proposed buildings.
10. Lift well with lift, machine room with all concerned accessories.
11. Common passage and path within the complex.
12. Such other common areas if any, within the complex and the buildings, will be treated as common for all the flat Owner.
13. Septic Tank.
14. Common bath cum privy in the complex.
15. Office room within the complex.
16. Drive way and Path way within the Complex.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the said Common expenses)

On completion of the building, the Owner, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below:-

- a) All costs for maintaining, operating, repairing, whitewashing,

painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;

- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electric charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owner in common;

THE SIXTH SCHEDULE ABOVE REFERRED TO WORK

SCHEDULE/ SPECIFICATION

<u>S N</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
1	R.C.C. FRAME WORK STRUCTURE	Concrete Mix of M20 Grade

2	BRICK WORK	All exterior brickwork and walls around the lift well shall be 8" thick 85 all internal walls shall be 3"/5" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1 st class (picket) grade
3	FLOOR: SKIRTING & DADO	(a) Marble/Vitrified flooring to be laid on all rooms and to skirting 4" high. (b) Kitchen to have marble flooring and ceramic tiles on walls finished up to 7' from cooking top all round the topping (c) Toilets to have marble flooring with dado of ceramic tiles up to height of 7' from the floor level. (d) Roof with ceramic roof tiles or equivalent finish
4	PLASTER	All external plaster shall be 3/4" thick average and all internal plaster shall be of 1/2" thick average of cement mortar ratio being 1:5.
5	DOORS	(a) Main entrance shall have flush door adequately designed with laminate finish on both sides and hung on 3 nos. of steel hinges on Sal wood frame (polished) and fitted with a peep hole, one 8" long tower bolt from inside, one handle from outside with godrej lock all complete. (b) All other entrances shall have flush door with paint finish on both surface and hung on 3 nos. steel hinges on Sal wood frame (polished) and fitted with one cylindrical lock

6.	WINDOWS	All windows to be of Aluminum frame (anodized and powder coated, colour shall be the discretion of the Developer) fitted with 4 mm glass panels with mild steel grills of 10 mm thick square bars. The toilet glass shall be translucent.
7	PAINTS	The cement based Primer over P.O.P. outside Paint whether Coated.
8	STAIRCASE ROOM	(a) Space for electric meter & Pumps shall be provided. (b) Stair room shall be provided with light and ventilation. (c) M.S. Grill stair railing (12mm square bar) to be provided with handle cover. (d) Flooring of Staircase: White Marble flooring to be laid and to skirting 4" high.
9	SANITARY & PLUMBING	All plumbing lines shall be concealed
10	TOILETS	(a) One shower. (b) One No. of Tap with Hot & Cold Mixture. (One toilet). (c) One water closet of white colour (d) One countertop washbasin of white colour with taps hot and cold water (Both toilet)
		(e) Geyser Point. (one toilet) per flat (f) One tap near water closet
11	KITCHEN	(a) One steel sink with tap. (b) 2 ft. wide Green Polish Marble working top as in layout. (c) 1 tap below sink

12	WATER SUPPLY	(a) Water Reservoir will be provided at the Roof top. (b) Suitable submersible electric pump will be installed at the G.F.(and a spare provided) to deliver water to overhead water reservoir from G.F. water reservoir and separate water supply lines for individual flats are to be provided from the overhead water reservoir.
13	ELECTRICAL	(a) One suitable electrical connection and meter from CESC/WBSEDCL Ltd along with transformer cost if any to be subscribed and chargeable by the developer at his own cost for the entire building. However Separate meter for individual flat shall be subscribed and obtained by the respective flat owners at their own cost. (b) One fan point, Two light points, and one 5/1 Samp plug point in bed rooms. (c) Three light points, Two fan points, Two 5/15 amp plug points, in the living and dining room. (d) One light point and one exhaust fan point and one 5 amps (water purifier), two 5/ 15amp points in kitchen. (e) One T.V. Cable line. (f) One light point, one exhaust fan point and one 5 amps in each toilet. All electrical lines will be as per existing regulation shall be concealed.
		(h) MCB/MCCB will be provided adequately depending on the electrical distribution system. (i) A.C. Point (1 No. per flat)

14	ROOF	(a) Suitable water and heat treatment shall be done at the roof slab. (b) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab. (c) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.
15	COMPOUND	(a) Compound will be paved where required. (b) 5'-0" high boundary wall will be erected all round. (c) One M.S. Grill gate shall be provided. (d) One septic tank of suitable proportion shall be provided.

SPECIFICATIONS

Flooring

- * Vitrified (Inside Individual Tenements)
- * White Marble (Staircase Block)
- * Interlocking pavers block or equivalent (Parking and other open spaces in ground floor)
- * Roof Tiles on roof after proper heat treatment with air insulation layer

Plumbing

- * CPVC/UPVC (Supreme for all hot/cold water lines; necessary gauge and thickness)
- * P.V.C (Ori plast/Supreme for other lines; necessary gauge and thickness)
- * Fittings (Hindware) Electrical
- * Wires (Finolex, Poly cab or equivalent of necessary gauge; Copper)
- * Switches and Sockets (Crabtree; Modular; White colour)

- * Adequate CESC Meter to support 1 A.C points.
- * Kitchen
- * Granite Topping (Green Polish Marble)
- * Stainless Steel Sink
- * Tiles
- * 2100 mm dado height; Kajaria, Johnson, Nitco or equivalent)
- Doors
- * Main Door (Both side laminate finish with Godrej lock; peeping hole, tower bolt allcomplete)
- * Remaining doors (Both side paint with necessary hardware all complete)

Windows

- * Aluminum Sliding of better quality make with 1.2 mm gauge;
- * Lift

(Bharat Elevators/Maxx equivalent

*

IN WITNESS WHEREOF the **PARTIES** have put their respective this the day, month and year first above written.

SIGNED & DELIVERED by the
at Kolkata in the Presence of :-

WITNESSES :

1. Koushik Paul
Adipur Police Court
Kolkata-27

Bhorecat. Bataca

Signature of the OWNER

2. Aswin Paul
Gandhi Stn road, Kolkata-84

TARA MA A ENTERPRISE

[Signature]

Proprietor

Signature of the DEVELOPER

[Signature]

[Signature]

Drafted by me

Manu Mukhopadhyay

Advocate
Alipore Police Court
Kolkata-700027
WB-30/08

Computer typed at
Maa Manasha Xerox
Alipore Police Court
Kolkata-700027

MEMO OF CONSIDERATION

RECEIVED WITH THANKS within the above named Developer a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) towards the forfeit money under this Agreement, in the herein below manner:-

DATE	UTRN/ CH/ DD NO	BANK	AMOUNT (Rs.)
13/10/2023	757748	Indian Bank Patuli Branch	10,00,000/-
(Rupees Ten Lakhs only)			10,00,000/-

Bhaskari Patra
Signature of the Owner

WITNESSES:

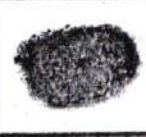
1) Koushik Patra
Adm,
Alipour police court
Kat-27

2) Aswini Patra
Ganga Str road, Kat-84

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

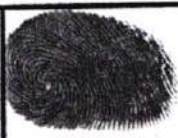
Name

Signature

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name BHARATI PATRA

Signature Bharati Patra

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	left hand					
	right hand					

Name NANTU GHOSH

Signature Nantu Ghosh

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PHOTO	left hand					
	right hand					

Name

Signature



ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আইডি / Enrollment No. : 2010/17537/09072

To
Ashim Mukherjee
অশীম মুখার্জী
05/04/2014
S/O: Ashoke Mukherjee
MAHAMAYA PUR SCHOOL ROAD
Rajpur Sonarpur (M)
Garia, South 24 Parganas
West Bengal - 700084



KL863337944FT

86333794



আপনার আধার সংখ্যা / Your Aadhaar No. :

4450 5633 7954

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



অশীম মুখার্জী
Ashim Mukherjee
পিতা : অশোক মুখার্জী
Father : Ashoke Mukherjee

জন্মতারিখ/DOB: 27/08/1972
পুরুষ / Male

4450 5633 7954



আধার - সাধারণ মানুষের অধিকার

Ashim Mukherjee

Major Information of the Deed

Deed No :	I-1603-16512/2023	Date of Registration	13/10/2023
Query No / Year	1603-2002472092/2023	Office where deed is registered	
Query Date	27/09/2023 2:52:11 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Koushik Patra Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830197253, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 95,50,459/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 10,053/- (Article:E, E, B)		
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: Garia Station Road, Mouza: Balia, , Ward No: 001 JI No: 46, Pin Code : 700068

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-151 (RS :-)	LR-75	Bastu	Bastu	5 Katha 2 Chatak 1 Sq Ft		95,50,459/-	Width of Approach Road: 19 Ft., Adjacent to Metal Road,
Grand Total :					8.4585Dec	0 /-	95,50,459 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	BHARATI PATRA Wife of Late PHANI BHUSAN PATRA Executed by: Self, Date of Execution: 13/10/2023 , Admitted by: Self, Date of Admission: 13/10/2023 ,Place : Office		 Captured	
		13/10/2023	LTI 13/10/2023	13/10/2023

GARIA STATION ROAD DEODER PLACE, City:- , P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLxxxxxx7J, Aadhaar No: 91xxxxxxxx6641, Status :Individual, Executed by: Self, Date of Execution: 13/10/2023
 , Admitted by: Self, Date of Admission: 13/10/2023 ,Place : Office

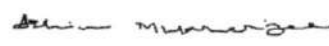
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	TARA MAA ENTERPRISE 1/429, GARIAHAT ROAD (SOUTH), City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 , PAN No.:: AUxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	NANTU GHOSH (Presentant) Son of Late PRAN BALLAV GHOSH Date of Execution - 13/10/2023, , Admitted by: Self, Date of Admission: 13/10/2023, Place of Admission of Execution: Office		 Captured	
		Oet 13 2023 3:24PM	LTI 13/10/2023	13/10/2023
1/429, GARIAHAT ROAD (SOUTH), City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AUxxxxxx8B, Aadhaar No: 83xxxxxxxx5364 Status : Representative, Representative of : TARA MAA ENTERPRISE (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
ASHIM MUKHERJEE Son of ASHOK MUKHERJEE MAHAMAYAPUR SCHOOL ROAD, City:- , P.O:- ALIPORE, P.S:-Ballygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	13/10/2023	13/10/2023	13/10/2023

Identifier Of BHARATI PATRA, NANTU GHOSH

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	BHARATI PATRA	TARA MAA ENTERPRISE-8.45854 Dec



भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No. 0619/72020/06164

15/12/2016
Nantu Ghosh
S/O Pranballav Ghosh
1/429 Gariahat Road, South Jodhpur Park
Jodhpur Park
Jodhpur Park
Circus Avenue Kolkata
West Bengal 700068
9874446265

116444732



ME164443928FH



आपका आधार क्रमांक / Your Aadhaar No. :

8351 4902 5364

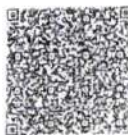
मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Nantu Ghosh
Father: Pranballav Ghosh
DOB: 27/06/1974
Male



8351 4902 5364

मेरा आधार, मेरी पहचान



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
Unique Identification Authority of India

Address:

S/O Pranballav Ghosh, 1/429, Gariahat Road, South
Jodhpur Park, Jodhpur Park, Kolkata, Jodhpur Park, West
Bengal, 700068

8351 4902 5364



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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AUTPG2008B

नाम/ Name
NANTU GHOSH

पिता का नाम/ Father's Name
PRAN BALLAV GHOSH

जन्म की तारीख/ Date of Birth
27/06/1974

हस्ताक्षर/ Signature



10032018

इस कार्ड को खोने / पाने पर कृपया सूचित करें / लीडर
आयकर पैन सेवा इकाई, एन एस डी एल
5 वी मजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341 Survey No. 997/8
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 01-2612721 8080 Fax: 01-2612721 8081
e-mail: timinfo@nsdl.co.in

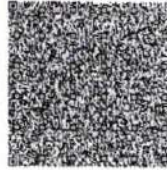
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
BLDPP0727J



नाम / Name
BHARATI PATRA

पिता का नाम / Father's Name
SUKDEB SANNIGRAHI

जन्म तिथि / Date of Birth
01/01/1955

Bharati Patra
हस्ताक्षर / Signature

22052023

Bharati Patra



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আইডি / Enrollment No. : 2010/17546/09200

To
BHARATI PATRA
ভারতী পাত্র
W/O: Phani Bhusan Patra
garia station road
deodar place
Garia
Garia, South 24 Parganas
West Bengal - 700084



KL900982277FT

90098227



আপনার আধার সংখ্যা / Your Aadhaar No. :

9139 6706 6641

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



ভারতী পাত্র
BHARATI PATRA

জন্মতারিখ / DOB: 01/01/1955
মহিলা / Female

9139 6706 6641



আধার - সাধারণ মানুষের অধিকার

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ঠিকানা: /: ফণি ভূষন পাত্র
গড়িয়া স্টেশন রোড, দেওদার প্লেস
গড়িয়া, গড়িয়া, দক্ষিণ ২৪ পরগনা
পশ্চিম বঙ্গ,

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

Address: W/O: Phani
Bhusan Patra, garia station
road, deodar place, Garia,
South 24 Parganas, Garia,
West Bengal, 700084

9139 6706 6641

1947
1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in

Bharati's Office

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Balia, , Ward No: 001 JI No: 46, Pin Code : 700068

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 151, LR Khatian No:- 75		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 160316512 / 2023

On 13-10-2023

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 14:59 hrs on 13-10-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by NANTU GHOSH ,.

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 95,50,459/-

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

Execution is admitted on 13/10/2023 by BHARATI PATRA, Wife of Late PHANI BHUSAN PATRA, GARIA STATION ROAD DEODER PLACE, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Indetified by ASHIM MUKHERJEE, , , Son of ASHOK MUKHERJEE, MAHAMAYAPUR SCHOOL ROAD, P.O: ALIPORE, Thana: Ballygunge Circular, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 13-10-2023 by NANTU GHOSH, SOLE PROPRIETOR, TARA MAA ENTERPRISE (Sole Proprietorship), 1/429, GARIAHAT ROAD (SOUTH), City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Indetified by ASHIM MUKHERJEE, , , Son of ASHOK MUKHERJEE, MAHAMAYAPUR SCHOOL ROAD, P.O: ALIPORE, Thana: Ballygunge Circular, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053.00/- (B = Rs 10,000.00/- ,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 10,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/10/2023 10:57AM with Govt. Ref. No: 192023240257934971 on 13-10-2023, Amount Rs: 10,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY2988019 on 13-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2472092, Amount: Rs.100.00/-, Date of Purchase: 12/10/2023, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/10/2023 10:57AM with Govt. Ref. No: 192023240257934971 on 13-10-2023, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY2988019 on 13-10-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1603-2023, Page from 443333 to 443378
being No 160316512 for the year 2023.**



Dhar

Digitally signed by Debasish Dhar
Date: 2023.10.31 14:04:22 +05:30
Reason: Digital Signing of Deed.

**(Debasish Dhar) 31/10/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.**