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Additional Registrar
of Assurances-I, Kolkata.

26 JUL 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this
26th day of July 2024 (Two Thousand
Twenty Four)

BETWEEN

Alex Kumar Bhattacharya

Alex Kumar Bhattacharya

ALOK KUMAR BHOWMICK (PAN NO. ALMPB7372F) (DATE OF BIRTH 09/03/1962) (Aadhar No.4202 2089 6343) son of Late Kumud Sankar Bhowmick, by faith - Hindu, by nationality - Indian, by occupation - Other, residing at Nawpara, Roy Para P.O. - Hatiara, P.S. - ECO Park, New Town, District - North 24 Pgs., Kolkata - 700157 hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include **his** heirs , executors, administrators, legal representatives and assigns) the party of the **FIRST PART.**

AND

MRINMOY SINGHA ROY (Pan No. BDUPS4474G) (Aadhar No 4213 9908 1806), son of Late Phanindra Nath Singha Roy office at Roypara- Hatiara, P.O. - Hatiara, P.S- Eco Park, New Town Kolkata - 700157 hereinafter jointly called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or subject hereof be deemed to mean and include its heirs, successor-in-office, executors, representatives and assigns) the party of the **SECOND PART.**

The party of the One Part and Other Part jointly referred to as the "Parties" and individually as "Party". 'Masculine Gender' shall include the 'feminine' and 'Neuter Gender' and vice versa; and Singular number shall include the Plural and vice versa.

WHEREAS Bipin Behari Mondal was the sole and absolute owner of ALL THAT piece and parcel of plot of land measuring area about 45 decimals more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254.

AND WHEREAS thereafter while the said Bipin Behari Mondal being as absolute owner of the said plot of land while seized and possessed and duly enjoyed the same died intestate and leaving behind his son Jiban Krishna Mondal and one daughter Sumati Das both were being as legal heirs and successor of the said deceased Bipin Behari Mondal and the said Jiban Krishna Mondal and Sumati Das became the joint owners of ALL THAT piece and parcel of plot of land measuring area about 45 decimals more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254 by virtue of Hindu Succession Act. 1956. ✓

AND WHEREAS thereafter during the enjoyment of the said above mentioned plot of land, on dated 04.01.1967 by virtue of Registered Deed of Sale which was duly recorded in, vide Deed No. 54 for the year 1967, said Jiban Krishna Mondal being as purchaser, purchased the 50% plot of land in respect of ALL THAT piece and parcel of plot of land measuring area about 45 decimals more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254 wherein Sumati Das being as vendor therein. ✓

AND WHEREAS thereafter by virtue of legal heirs right, title, interest and also by virtue of above mentioned Registered Deed of Sale said Jiban Krishna Mondal became the sole and absolute owner of above mentioned ALL THAT piece and parcel of plot of land measuring area about 45 decimals more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254 and duly

seized and possessed and also mutated his name at the records of rights and also other Government Authorities for the same.

AND WHEREAS thereafter during the enjoyment of the said plot of land by virtue of Registered Deed of Sale which was duly recorded in book no. I, volume no 50 , pages 19 to 21 vide Deed No. 1683 for the year 1978 (dated 14.03.1978), said Jiban Krishna Mondal being as vendor sold, transferred, conveyed ALL THAT piece and parcel of plot of land measuring area about 6 cottahs more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254, District - North 24 Pgs., in favour of Alok Kumar Bhowmick being as purchaser therein.

AND WHEREAS thereafter by virtue of above mentioned Registered Deed of Sale the said Alok Kumar Bhowmick became the owner of the said above mentioned ALL THAT piece and parcel of plot of land measuring area about 6 cottahs more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254, District - North 24 Pgs. and being as absolute owner of the said above mentioned plot of land duly recorded his name before the B.L. & L.R.O. office and obtained L.R. Khatian No.19 and R.S / L.R. Dag No. 254 and also duly recorded his name before the then Rajarhat Gopalpur Municipality at present it is under Bidhannagar Municipal Corporation.

AND WHEREAS thereafter during the enjoyment of the said plot of land said Alok Kumar Bhowmick converted the nature and character

of the above mentioned plot of land into Bastu and the said Alok Kumar Bhowmick became the owner of **ALL THAT** piece and parcel of plot of land measuring area about 6 cottahs more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, C.S. Khatian No. 36, R.S. Khatian No. 41, L.R. Khatian No. 19, C.S. Dag No. 247, R.S./L.R. Dag No. 254, District - North 24 Pgs. presently under the jurisdiction of Bidhannagar Municipal Corporation (Old - Rajarhat Gopalpur Municipality) and duly seized and possessed and enjoyed the same.

AND WHEREAS thereafter the said Alok Kumar Bhowmick being as absolute owner of the said plot of land duly seized and possessed and enjoying the said plot of land and paid all tax or taxes till date before the Govt. Authorities for the same.

WHEREAS Jiban Krishna Mondal by virtue of above mentioned narration of the title, said Jiban Krishna Mondal being as absolute owner of the remaining plot of land and while seized and possessed and duly enjoyed the same, said Jiban Krishna Mondal being as vendor, by virtue of Registered Deed of Sale, sold, transferred, conveyed **ALL THAT** piece and parcel of plot of land measuring area about 6 cottahs 13 chittak 30 Sq.ft more or less and the said plot of land lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254 in favour of Anita Bhowmick, wife of Kumud Sankar Bhowmick being as purchaser therein, and the said Registered Deed of Sale was duly recorded in book no. I, volume no. 36, pages 188 to 191, vide Deed No. 1684 for the year 1978, (14.03.1978) registered at SR - Cossipore Dum Dum.

AND WHEREAS thereafter the said Anita Bhowmick being as absolute owner of the said above mentioned plot of land duly seized and possessed and also mutated her name before the B.L & L.R.O and also other Government Authority for the same and obtained L.R Khatian no 11.

AND WHEREAS thereafter while the said Anita Bhowmick being as absolute owner of the said plot of land while seized and possessed and duly enjoyed the same died intestate on dated 10.03.1991 and leaving behind her husband Kumud Sankar Bhowmick and her son Alok Kumar Bhowmick both are being as joint legal heirs and successors of the said deceased Anita Bhowmick and by virtue of Hindu Succession Act. 1956, they are jointly became the owners of ALL THAT piece and parcel of plot of land measuring area about 6 cottahs 13 chittak 30 Sq.ft more or less and the said plot of land lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, L.R Khatian No-11, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254 at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality).

AND WHEREAS thereafter while the said Kumud Sankar Bhowmick and Alok Kumar Bhowmick being as joint owners of the above mentioned plot of land while seized and possessed and duly enjoyed the same said Kumud Sankar Bhowmick died intestate on dated 14.04.1998 and leaving behind him, his legal heirs and successors named Alok Kumar Bhowmick and by virtue of Hindu Succession Act. 1956 said Alok Kumar Bhowmick became the owner of said ALL THAT piece and parcel of plot of land measuring area about 6 cottahs 13

chittak 30 sq.ft more or less and the said plot of land lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, L.R Khatian No- 11, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. Dag No. 254 at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality). ✓

AND WHEREAS thereafter by virtue of above mentioned legal heirs ship right, title, interest the said Alok Kumar Bhowmick became the owner of the said above mentioned ALL THAT piece and parcel of plot of land measuring area about 6 cottahs 13 chittak 30 sq.ft more or less and the said plot of land lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, R.S. Khatian No. 41, L.R Khatian no - 11, C.S. Khatian No. 36, C.S. Dag No. 247, R.S./ L.R Dag No. 254 at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality) and being as absolute owner of the said above mentioned plot of land duly recorded his name before the B.L. & L.R.O. office and obtained L.R. Khatian No. 3000 and R.S / L.R. Dag No. 254 and also duly recorded his name before the then Rajarhat Gopalpur Municipality at present it is under Bidhannagar Municipal Corporation. ✓

AND WHEREAS thereafter during the enjoyment of the said plot of land said Alok Kumar Bhowmick converted the nature and character of the above mentioned plot of land into Bastu and became the owner of the said ALL THAT piece and parcel of plot of land measuring area about 6 cottahs 13 chittak 30 sq.ft more or less and the said plot of land lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, L.R. Khatian No 3000, R.S. Khatian No. 41, C.S.

Khatian No. 36, C.S. Dag No. 247, R.S. / L.R Dag No. 254, and at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality) and duly seized and possessed and enjoyed the same.

AND WHEREAS thereafter the said Alok Kumar Bhowmick being as absolute owner of the said plot of land duly seized and possessed and enjoying the said plot of land and paid all tax or taxes till date before the Govt. Authorities for the same.

AND WHEREAS thereafter by virtue of deed of amalgamation the said Alok Kumar Bhowmick being as absolute owner of the said **ALL THAT piece and parcel of plot of land area about 6 Cottah more or less and ALL THAT piece and parcel of plot of land measuring area about 6 Cottah 13 Chittack 30 sq.ft more or less i.e in total amalgamated plot of land area about 12 Cottah 13 Chittack 30 sq.ft more or less** which is lying and situate at Mouza - Noapara, J.L. No. 11, Resa no 119, Touzi No. 2998, L.R. Khatian No 19,3000, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S/L.R Dag No. 254, and at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality), duly seized and possessed and enjoyed the same and also intend to developed the said plot of land through Mrinmoy Singha Roy.

The "Owners" herein declare that -

- A. That the **"said Premises"** is free from all encumbrances, charges, liens and attachments and there is no Notice in existence respecting

acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or Statutory or any other authorities. ✓

B. None other than the owners herein have interest, claim, demand whatsoever and howsoever in the said premises and / or structure standing thereon. ✓

C. The owners are holding the said premises within the ceiling limit of Urban Land (Ceiling and Regulation Act, 1976). ✓

D. The owners has not entered into any agreement for sale, transfer, development, lease or any agreement whatsoever with anybody else excepting the Developer herein in respect of the said premises or part thereof mentioned herein. ✓

E. That the owners are interested in offering the said premises for development and also the owners desire to develop the same jointly with the developer as named herein. ✓

AND WHEREAS the Developer the party of the Second part herein , having offered proposal of development of the said plot inter-alia including construction of a multi- storied building (more fully described in the **THIRD SCHEDULE** hereunder written) at their own cost in accordance with the building plan to be sanctioned by the Bidhannagar Municipal Corporation, for consideration as contained therein, and, the Owner has agreed to, and / or accepted the Developer's proposal, inclusive of consideration therefore as contained therein. ✓

AND WHEREAS pursuant to the said proposal of the Developer the party of the Second Part, and the Owner the party of the First Part herein have agreed

to cause to erect construction of a Multi- storied building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer, the Party of the Second Part hereto has agreed to develop the said plot of land constructing a Multi - storied building thereon as per terms and conditions hereinafter appearing.

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

ARTICLE-I **DEFINITIONS**

Unless it is repugnant to or inconsistent with the context of these presents

1) OWNER shall mean **ALOK KUMAR BHOWMICK (PAN NO. ALMPB7372F) (DATE OF BIRTH 09/03/1962) (Aadhar No.4202 2089 6343)** son of Late Kumud Sankar Bhowmick, by faith - Hindu, by nationality - Indian, by occupation - Other, residing at Nawpara, Roy Para P.O. - Hatiara, P.S. - ECO Park, New Town, District - North 24 Pgs., Kolkata - 700157 hereinafter called and referred to as the **LAND OWNER.**

2) DEVELOPER shall mean **MRINMOY SINGHA ROY (Pan No. BDUPS4474G) (Aadhar No 4213 9908 1806)**, son of Late Phanindra Nath Singha Roy office at Roypara- Hatiara, P.O. - Hatiara, P.S- Eco Park, New Town Kolkata - 700157 hereinafter jointly called the **"DEVELOPER.**

3) SAID LAND shall mean the lands, more fully and particularly described in the Third Schedule hereunder written .

4) ARCHITECTS shall mean the Architect to be appointed by the Developer, or such other architect during any material time of

construction of the proposed building or process or progress thereof being appointed by the Developer only .

5) BUILDING/PREMISES shall mean Multi-storied building to be constructed upon the said land in accordance with the building plan required to be duly sanctioned by the Bidhannagar Municipal Corporation with all its variations.

6) COMMON EXPENSES shall mean and include the cost of operating, up- keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building , and shall further include all taxes, charges, salaries, premises, and other expenses payable in respect thereof or incidental thereto as fully described in the **SIXTH SCHEDULE** hereunder written .

7) UNDIVIDED SHARE shall mean the undivided variable and impartibly proportionate share in the lands attributable and allocable to and unit / units within the building as aforesaid to be determined in relation to the area of the respective unit/ units.

8) BUILDING PLAN shall mean the plan interalia touching the construction of the building and contents thereof in the shape of flats, Car parking and office space & other space including variations therein and modification thereof, if any, in the name of the Owner and other statutory variation including such modifications or variations therein as may be required by the developer and in that case the owner will always cooperate with the developer for the same.

9) TRANSFER with its grammatical variations shall include a transfer by

possession and by other lawful means adopted for effecting transfer interalia of flats / units in the Multi storied building to be constructed under the project and interalia relate to transfer of the Developer's part or share of constructed areas within allocation mean for the Developer or their nominee or nominees if any, in the building to be constructed or portion or portions thereof to the intending purchasers thereof.

10). TRANSFEREES shall mean the purchaser to whom any flat and / or other space or spaces in the said building will be transferred.

11) DEVELOPMENT AGREEMENT shall mean this agreement dated 26th day of July 2024 between the Owner and the Developer in respect of **THIRD SCHEDULE** property and construction of building thereon with terms and conditions embodied herein in detailed.

12). UNITS shall mean flats, car parking, office space and other spaces within the / parking building on or at the said premises, each of them being thereof, in facts.

ARTICLE :-II

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH, RECORDS ,
COVERS AND BINDS THE CONTRACTUAL RELATION BETWEEN THE
PARTIES AS FOLLOWS :-**

- 1.1. **The party of the first part / land owner** will get following flats and car parking spaces as a landowner's allocation share, in respect of total construction area in respect of multi storied building only, the flat and carparking space are as follows :-

The owner's nominee

Serial no	BLOCK	Details of the Flat & Car parking space in respect of the multi storied building	Super Built Up Area
1.	A	Entire 1 st floor	1050 sq.ft
		FLAT NO - A, on the 1 st floor	more or less
		FLAT NO - B, on the 1 st floor	1041 sq.ft
			more or less
		FLAT NO - C, on the 1 st floor	885 sq.ft
			more or less
2.	A	FLAT NO - D , on the 3 RD FLOOR	1915 sq.ft
			more or less
3.	A	FLAT NO D , on the 4 TH FLOOR ,	1915 sq.ft
			more or less
4.	B	FLAT NO G , on the 1 ST FLOOR	990 sq.ft
			more or less
5.	A	One car parking space at the back side (south facing) at Block A at the ground floor Another one car parking space at the behind of the above mentioned car parking space (South east corner , back side) at block A at the ground floor [It is pertinent to mentioned that all car parking spaces are share car parking space.]	
6.	B	One car parking space at the front side (west facing) at Block B, at the ground floor Another one car parking space at the behind of the above mentioned car	

		parking space (North West corner , front side) at block B, at the ground floor Along with another car parking space (share car parking) just back side of the above mentioned car parking space at block B , at the ground floor. [It is pertinent to mentioned that all car parking spaces are share car parking space].	
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and there after land owner will also get of Rs 17,00,000/- (Rupees Seventeen Lac) only as a non refundable amount , and without any hinderance and / or objection of the land owner has not made any further demand and / or demands in respect of the said multi storied building.

The first party will also get of Rs. 60,00,000/- (Rupees Sixty Lac) only which will be refundable at the time of handing over of the owner's allocation and /or final finishing of the flat whichever is earlier (This refundable amount is not related with the completion certificate in any manner). And if the land owner's/ first party failed to return back the said of Rs. 60,00,000/- (Rupees Sixty Lac) only within the above mentioned stipulated period , in favour of the Developer/Second Party herein, in that case the land owners shall bound to return back the said money @18 % PA to the developer and the interest will be calculated from the date of received of the said amount.

- 1.2. **The party of the Second part/ Developer** entitled to get the remaining flats and car parking spaces (other than the above mentioned flats and car parking spaces, i.e owner's allocation share) in respect of the said multi storied building, the second party / developer will get following flats , carparking space and other spaces:-

Serial no	BLOCK	Details of the Flat & Car parking space in respect of the multi storied building.	Super Built Up Area
1.	A	Entire 2 nd floor FLAT NO - A, on the 2nd floor.	1050 sq.ft more or less
		FLAT NO - B, on the 2nd floor	1041 sq.ft more or less
		FLAT NO - C, on the 2nd floor	885 sq.ft more or less
2.	A	FLAT NO - E , on the 3 RD FLOOR	1063 sq.ft more or less
3.	A	FLAT NO E, on the 4 TH FLOOR ,	1063 sq.ft more or less
4.	B	FLAT NO F , on the 1 ST FLOOR	1049 sq.ft more or less
		FLAT NO H on the 1 st floor	1081 sq.ft more or less
5	B	Entire 2 nd floor FLAT NO F , on the 2 nd FLOOR	1049 sq.ft more or less
		FLAT NO G , on the 2 nd FLOOR	990 sq.ft more or less

		FLAT NO H , on the 2 nd FLOOR	1081 sq.ft more or less
6	B	Entire 3 rd floor	
		FLAT NO F, on the 3 rd FLOOR	1049 sq.ft more or less
		FLAT NO G , on the 3 rd FLOOR	990 sq.ft more or less
		FLAT NO H , on the 3 rd FLOOR	1081 sq.ft more or less
7	B	Entire 4 th floor	
		FLAT NO F, on the 4 th FLOOR	1049 sq.ft more or less
		FLAT NO G , on the 4 th FLOOR	990 sq.ft more or less
		FLAT NO H , on the 4 th FLOOR	1081 sq.ft more or less
8.	A	Except the owner's allocation share (as per clause no 1.1 of article - II) remaining all the car parking space and other space and / or spaces and/or office space at the ground floor , will be treated as exclusively developer allocation share.	
9.	B	Except the owner's allocation share (as per clause no 1.1 of article - II) remaining all the car parking space and other space and / or spaces and/or office space at the ground floor will be treated as exclusively developer allocation share.	

as agreed to be constructed thereof comprising different Flats,

garage and others spaces therein, together with undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof and or facilities within the said building and or the said Land excluding the said land Owners share and allocations therein in lieu of their land more fully and particularly described in the Third Schedule hereunder written the developer allocation has more fully mentioned in the Fourth Schedule hereunder written .

- 1.3 That the party second part hereby declares that the proposed building shall be completed within **30 months** from the **date of Sanction building plan** and/or **on the date of Execution of Development Agreement** (whichever is later) with six months extension period from the end day of this Development Agreement. The second party have right to mortgage, sale , lease and any kinds of transfer it's allocation of the schedule of property wherein the First party / Owner's allocation shall never be liable , hamper , damage and or any kind of loss for the same . and all original papers and or information be provided by the both parties to the authority if required in respect of schedule of land and building property.
- 1.4 That it is settled by and between the parties that , if the developer unable to complete the project with in the above mentioned stipulated period , in that case the developer will pay of Rs 10,000/- (Ten Thousand) only per month to the said land owner from the date of expiry date of handing over owner's allocation share.
- 1) **OWNER'S SHARE ALLOCATION**
It is already mentioned in the above paragraph No- 1.1 of article - II (it is mentioned in the Fifth Schedule.

2) **DEVELOPER'S SHARE AND ALLOCATION.**

It is already mentioned in the above paragraph No- 1.2 of article - II. (it is mentioned in the Fourth Schedule) Subject to Owner having their respective allocation or share or part in the Covered areas within the building together with their proportionate share respecting the same the Owner's do hereby grant exclusive right to the Developer to construct at their cost as agreed a Multi - storied building. on the said plot of land, more fully and particularly described in the THIRD SCHEDULE hereunder written, and also the Developer herein to sell their portion within their allocation to intending purchaser or purchasers to be selected by the Developer herein only being reckoned as their nominee or nominees as well.

ARTICLE-III
BUILDING

1. The Developer, as agreed shall at their own cost and expenses construct at the said premises a (Multi-storied Building according to the specification mentioned in the **SEVENTH SCHEDULE** hereunder written in accordance with the plan sanctioned by the Bidhannagar Municipal Corporation, in compliance with all Corporation Rules, regulations and provisions. The building to be constructed shall be good standard quality building materials.
2. Subject to approval of the Developer, for construction of the building under the project such building materials being approved by the Developer the approval thereof by the Developer shall be final and binding on the land owner and /or including all parties.

ARTICLE-IV
DEVELOPERS OBLIGATION

1. The Developer hereby agrees and covenants with the Owner not to transfer or assign the land owners allocation share only by the benefits of this agreement without the consent in writing of the developer . However no consent shall be required from the Owners on the part of the Developer To transfer Developer's allocation as mentioned above to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the owner, after hand over owner allocation share , not to do any act, deed, or thing where by the owner may be prevented from enjoying or selling / assigning and / or disposing of any of the portions within the Owner's allocation in the building.
3. The Developer hereby declares that the proposed building shall be completed within **30 months with additional 6month of grace period** from the **date of Sanction building plan** and/or **on the date of Execution of Development Agreement** (whichever is later).6 months time will be extra.
4. The Developer undertakes to deliver the portion under allocation of the Owner(as per clause no 1.1 of article - II) , however, that upon completion of the building in every details and upon notice as shall be issued by the Developer requiring the Owner to take delivery of possession of their allocation (subject to comply of clause no 1.1 of article - II) if for any reason the owner fails to do so within thirty days from the date of issuance of such notice the same shall not stand as bar to the Developer's making

delivery of the portion within their allocation or any part thereof unto others according to developer will or to dispose of any portion out of developer allocation to any intending purchaser or purchasers thereof.

ARTICLE - V OWNER'S
OBLIGATIONS

1. The Owner shall pay all outstanding dues payable in respect of the said land till the date of execution of this development agreement or handing over of the land whichever is later. If the owner will not update the tax or taxes, in that case, at the end of the project the expenses will be returned back to the developer.
2. Owner will deliver vacant and peaceful possession of the said land (more fully described in the First Schedule hereunder written) to the Developer within one month from the date of execution hereof.
3. The Owner has agreed to sign the building plan, revised building plan, extension of building plan so to be prepared by the Architect appointed by the Developer for submission to the appropriate sanctioned authority for necessary sanction thereof. The Owner shall authorize the Developer to do and perform all works and to sign all papers and documents including the building plan, deed of amalgamation and /or amalgamations by executing power of Attorney or any indenture relating to the same in favour of the Developer.
4. Subject to the preceding clauses the Owner hereby grant,

exclusive keens and permission to the Developer to construct, erect and complete the proposed building on the said land .

5. The Developer shall be entitled to erect and / or construct the proposed building with rights to transfer or otherwise deal with or dispose of their allocation or portions thereof and the Owner shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation, mentioned as aforesaid ,
6. The Owners shall execute a registered power of Attorney authorizing the Developer herein to appoint Architecture, and obtain electricity, water, sewerage, drain from the appropriate authority , and WBSEDCL/and to sign any agreement for sale, Deed of conveyance or conveyances and / or any kinds of deed and/or deeds for transfer for the Developer's allocation within the building, or any part thereof to intending purchaser or purchasers, who shall be nominated by the Developer herein.
7. The Owners hereby agrees and convent with the Developer not to cause any interference or hindrance to the construction work of the said building by the Developer on the said plot of land.
8. The Owners hereby agree and convent with the Developer to sell, let out, grant, lease, mortgage, encumber, and / or charge the said plot of land and/or development allocation and/or any portion thereof.
9. The Owners undertakes that during the continuance of this agreement they shall not enter into any Development and/or Sale

Agreement and/or any kinds of Agreement and /or any kinds of Deed of Deeds with any third party in respect of the said lands or any portion thereof. However inspite of the same if the land owner do the same in that case all such documents shall be treated as null and void in everywhere and in every place for the same.

10. The Owners further shall not be entitled to claim any area and / or amount of Sale proceeds of the Developer's allocated portion mentioned above nor shall be entitled to claim any share in the amount of Sale proceeds from intending purchaser or purchasers of the Developer's allocation or portions thereof as may be received by the Developers as constituted attorney of the owner herein .
11. The Developer shall be entitled to fix sign boards on the said property for advertisement, and insertions in news papers and other advertising media for making the project known to the public and the developer only chose a name for the Multi-storied building to be constructed.
12. It is agreed that this Developers shall be entitled to enter into any agreement for sale and/or any kinds of agreement, Deed of conveyance and /or deed of lease and /or deed of transfer and /or any kinds of deed and / or deeds in respect of Developers allocations to different prospective buyers and /or purchaser and /or purchasers and/or with the any third party and/or third parties and /or any nominated person and / persons by the developer thereof, and to sell and/or lease and/or mortgage and/or make any kinds of transfer out of portions there under in the shape of flats, car parking and other spaces to the prospective buyers against such

monetary consideration which shall be determined solely by the Developer, and in such matters and in the matter, of respect of booking and / or earnest moneys from the intending buyers of any portion within the Developer's allocation or of different portions within the allocation of the Developer the Owner shall not interfere in any manner whatsoever.

13. If the Owner herein dies during the continuance of this agreement all their heirs and / or legal representatives shall be bound to abide by the terms hereof and if required by the Developer, shall sign necessary papers and / or documents in execution thereof either for inclusion thereof in this agreement or for continuity and / or documents in execution thereof either for inclusion thereof in this' agreement or for continuity and / or modification hereof as requirements of this Developers without any right to back out from such obligation in any manner whatsoever. If the legal heirs of the land owners are not cooperate with the developer herein , in that case the developer shall have every right to take appropriate legal action in against such legal heirs for the same.

If ,during the continuation of the project, if the developer dies , in that case , the legal heirs of the developer and / or their authorized person will complete the project and also hand over the owner's allocation share and in that case both parties are binding upon the terms and conditions of this development agreement.

14. The Owners without any justified reason and/or without any prior notice shall not be entitled to repudiate, rescind, and/ or cancel this development agreement and the registered general power of

attorney as have been executed by the Owners simultaneously with the execution hereof during the period of completion of the development project, or act against terms hereof during the period of construction and / or completion of the building as envisaged hereunder and / or that disposal of the portion under the allocation of the Developer as agreed by way of transfer, and / or till completion of such development project as a whole. It is pertinent to mentioned herein that before giving any kinds of notice by land owner , the land owner will always simultaneously try to mutually settled the matter with the developer.

15. The Owners undertake that their constituted attorney shall execute any kinds of agreement and/or agreements for sale, and cause to register proper deed of Deeds of Conveyance or conveyances for sale, lease and/or for any kinds of transfer of the Developer allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation and the owner shall also join as necessary party to the said Deed or Deeds.
16. That the developer , without any obstruction and or hindarence of land owner , obtained trade license , GST NUMBER, TDS NUMBR, and / or take if necessary other licensed number or numbers from any other government authorities and / or from other appropriate authorities on the said premises and , if necessary land owners will also put their signature on such documents.
17. That during this development project , the said land owners will

bound to pay tax or taxes which was levied by central government and state government, and/ or levied by other authority and/ or authorities.

18. That the land owners will bound to pay the GST and or other state Government and / or central Government Tax or taxes in respect of the land owners' allocation share in favour of the developer.
19. That the land owners will bound to pay the amenities charges, in respect of the land owners' share allocation in favour of the developer. The amenities charge will be decided by the developer.
20. That the land owner will pay the proportionate share of charges of transformer .

ARTICLE -VI
DEVELOPER'S RIGHT

1. The Developer will hold and possess the said plot of land as exclusive license, and shall have authority to construct the building on the said plot of land as building an to be sanctioned by the Bidhannagar Municipal Corporation.
2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer on behalf of the owner, provided however, that such amendments or modification would not prejudice the owner in any manner whatsoever and in that case the said land owner always cooperate with the developer and also without any obstruction and/or without any objection will sign the require documents for the same.

3. The Developer shall be entitled to enter to agreement with the prospective buyers and /or purchaser and /or purchasers and/or with the any third party and/or third parties and /or any nominated person and / persons by the developer for selling, lease , mortgage and/or for any kinds of transfer in respect of the Developer's allocation within the building to be constructed under the project or portion thereof containing flats / units etc, settling terms therefore with the prospective buyers therefore and if required the Owner may join and / or sign and execute such agreements and/or agreement for sale for sale of such flats / units as a necessary party without making any objection to enable the Developer to sell and /or transfer his portion together with undivided proportionate share in the lands be the same to the said prospective buyers and /or purchaser and /or purchasers and/or with the any third party and/or third parties and /or any nominated person and / persons by the developer subject to requirements by the Developer.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats / units from the prospective buyers and /or purchaser and /or purchasers and/or with the any third party and/or third parties and /or any nominated person and / persons by the developer in respect of Developer's allocated portion, and / or share in the said proposed building with flats and car parking space and other space or spaces as referred to as salable area, and can issue receipt in their name or on behalf of their firm name acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time.

5. The developer shall have no any right to claim, demand for the owner's allocation as owner and or to be owner. But if the land owner will intend to sale and / or any kinds of transfer his allocation portion in that case the land owner should be inform to the developer first, to purchase the land owner allocation share and if the developer fail to purchase the same then the land owner will transfer his allocation share to the any third party.

ARTICLE-VII
MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer where for the Developer may need the authority, of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such acts, deeds, matters and things, and if necessary, shall execute necessary papers as may be required by the Developer for the purpose if the same do not in any way infringe and or affect the rights interest of the owner in respect of the said plot and or the owner's allocation .
2. Any notice required to be given by the Developer shall be deemed to have been served upon the owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due to shall like wise be deemed to have been served on the Developer by the Owner if delivered by hand and duly

acknowledged or sent by prepaid registered post with acknowledgement due.

3. The Developer shall frame scheme for the management and / or administration of the said building and / or common parts and facilities thereof and for due observance thereof by the prospective buyers and /or purchaser and /or purchasers and/or with the any third party and/or third parties and /or any nominated person and / persons by the developer of different flats/ units in the building to be constructed under the project excluding all its out going like common maintenance, Municipal Taxes, salaries payable to Darwan/watchman pay and sweepers, common electricity bills as against illumination of common passages, running of pump, operating of and repairs of sanitary installation, plumbing, pump operating lift etc, and white wash, and other items required for due maintenance of the building and / or common services.
4. That after handing over the owners allocation share , the developer without any hinderance and / or obstruction by the land owner , the developer shall complete the entire project.
5. Any dispute or difference which may arise between the parties , in that case every time ,both parties shall mutually settled the matter for development and / or construction of the building

ARTICLE - VIII

INDEMNIFICATION BY THE OWNER

1. The Owner undertakes for indemnifying the Developer in case of any

unreasonable hindrance on their part as may stand as a bar to the Developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of other Owner as against the provisions hereof declaring that the Developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing, observing and / or fulfilling all the terms herein continued and / or the obligations hereunder to be performed by the Developer.

2. The Owner further undertakes to indemnify the Developer in case the Developer suffers any loss for in defect in their title to the property or for charges of encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the Developer's allocation under this agreement, and if there be such instrument shall have no force and shall not entitle the owner at all and /or his legal representatives to take advantage thereof in any manner whatsoever.
3. That regarding transfer of the owner allocation share , if any suit , and / or if any dispute is arise , in that case the owners will only liable for the same and the developer shall not be liable in any way.

ARTICLE- IX

INDEMNIFICATION BY THE DEVELOPER

1. The Developer hereby undertakes not to make the Owner liable for,

and to compensate them for and / or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.

2. The Developer hereby undertake to indemnify and keep the Owner indemnified from and against all actions, suits, proceedings and claims and demands that may arise touching the allocation of the Owner.

ARTICLE-X
FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of force major which shall remain suspended for the time being, entitled them to be suspended from their obligations during the duration of the force major.
2. Force major shall mean earthquake, worm, storm, tempest civil commotion etc. which may be beyond the control of any of the parties.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of plot of land measuring area about 6 cottahs 13 chittak 30 sq.ft more or less and the said plot of land lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No.

2998, L.R. Khatian No 3000, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S. / L.R Dag No. 254, and at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality), with all other common facilities and common easement right title, interest to the said land and building and every parts and also every other all common easement right title and interest to the said land.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of plot of land measuring area about 6 cottahs more or less which is lying and situated at Mouza - Noapara, J.L. No. 11, Touzi No. 2998, C.S. Khatian No. 36, R.S. Khatian No. 41, L.R. Khatian No. 19, C.S. Dag No. 247, R.S./L.R. Dag No. 254, District - North 24 Pgs. presently under the jurisdiction of Bidhannagar Municipal Corporation (Old - Rajarhat Gopalpur Municipality), with all other common facilities and common easement right title, interest to the said land and building and every parts and also every other all common easement right title and interest to the said land.

After Mouza - Bidhannagar.

THIRD SCHEDULE ABOVE REFERRED TO:

(Amalgamated entire Plot of Land)

ALL THAT piece and parcel of plot of land area about 6 Cottah more or less along with ALL THAT piece and parcel of plot of land measuring area about 6 Cottah 13 Chittack 30 sq.ft more or less i.e in total amalgamated plot of land area about 12 Cottah 13 Chittack 30 sq.ft more or less which is lying and situate at Mouza - Noapara, J.L. No. 11, Resa no 119, Touzi No. 2998, L.R. Khatian No 19,3000, R.S. Khatian No. 41, C.S. Khatian No. 36, C.S. Dag No. 247, R.S/L.R Dag No. 254, being Assessee No. 200331118085 and 2003311013 and at present it is under the jurisdiction of Bidhannagar Municipal Corporation (Old Rajarhat Gopalpur Municipality) with all other common facilities and common easement right title, interest to the said land and building and every parts and also every other all common easement right title and interest to the said land and building the said specification of the said land is butted and bounded as follows :-

ON THE NORTH	:	5' wide Road & other plot of land.
ON THE SOUTH	:	Others Plot of land.
ON THE EAST	:	Others Plot of land.
ON THE WEST	:	16'-9" . wide Road.

Alu Kumar Bhattacharya

FOURTH SCHEDULE ABOVE REFERRED TO :
(DEVELOPER ALLOCATION)

The party of the Second part/ Developer entitled to get the remaining flats and car parking spaces (other than the owner's allocation share) in respect of the said multi storied building, the second party / developer will get following flats , carparking space and other spaces :-

Serial no	BLOCK	Details of the Flat & Car parking space in respect of the multi storied building.	Super Built Up Area
1.	A	Entire 2 nd floor	1050 sq.ft more or less
		FLAT NO - A, on the 2nd floor	
		FLAT NO - B, on the 2nd floor	1041 sq.ft more or less
		FLAT NO - C, on the 2nd floor	885 sq.ft more or less
2.	A	FLAT NO - E , on the 3 RD FLOOR	1063 sq.ft more or less
3.	A	FLAT NO E, on the 4 TH FLOOR ,	1063 sq.ft more or less
4.	B	FLAT NO F , on the 1 ST FLOOR	1049 sq.ft more or less
		FLAT NO H on the 1 st floor	1081 sq.ft more or less
5	B	Entire 2 nd floor	
		FLAT NO F , on the 2 nd FLOOR	1049 sq.ft more or less
		FLAT NO G , on the 2 nd FLOOR	990 sq.ft more or less

		FLAT NO H , on the 2 nd FLOOR	1081 sq.ft more or less
6	B	Entire 3 rd floor FLAT NO F , on the 3 rd FLOOR	1049 sq.ft more or less
		FLAT NO G , on the 3 rd FLOOR	990 sq.ft more or less
		FLAT NO H , on the 3 rd FLOOR	1081 sq.ft more or less
7	B	Entire 4 th floor FLAT NO F , on the 4 th FLOOR	1049 sq.ft more or less
		FLAT NO G , on the 4 th FLOOR	990 sq.ft more or less
		FLAT NO H , on the 4 th FLOOR	1081 sq.ft more or less
8.	A	Except the owner's allocation share (as per clause no 1.1 of article - II) remaining all the car parking space and other space and / or spaces and/or office space at the ground floor , will be treated as exclusively developer allocation share.	
9.	B	Except the owner's allocation share (as per clause no 1.1 of article - II) remaining all the car parking space and other space and / or spaces and/or office space at the ground floor will be treated as exclusively developer allocation share.	

as agreed to be constructed thereof comprising different Flats, garage and others spaces therein, together with undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof and or facilities within the said building and or the said Land excluding the said land Owners share and allocations therein in lieu of their land more fully and particularly described in the Third Schedule hereunder written.

FIFTH SCHEDULE ABOVE REFERRED TO :
(OWNERS ALLOCATION)

- 1.1. **The party of the first part / land owner** will get following flats and car parking spaces as a landowner's allocation share, in respect of total construction area in respect of multi storied building only, the flat and carparking space are as follows :-

Serial no	BLOCK	Details of the Flat & Car parking space in respect of the multi storied building	Super Built Up Area
1.	A	Entire 1 st floor	1050 sq.ft
		FLAT NO - A, on the 1 st floor	more or less
		FLAT NO - B, on the 1 st floor	1041 sq.ft
			more or less
		FLAT NO - C, on the 1 st floor	885 sq.ft
			more or less
2.	A	FLAT NO - D , on the 3 RD FLOOR	1915 sq.ft
			more or less
3.	A	FLAT NO D , on the 4 TH FLOOR ,	1915 sq.ft
			more or less

4.	B	FLAT NO G , on the 1 ST FLOOR	990 sq.ft more or less
5.	A	One car parking space at the back side (south facing) at Block A at the ground floor Another one car parking space at the behind of the above mentioned car parking space (South east corner , back side) at block A at the ground floor [It is pertinent to mentioned that all car parking spaces are share car parking space.]	
6.	B	One car parking space at the front side (west facing) at Block B, at the ground floor Another one car parking space at the behind of the above mentioned car parking space (North West corner , front side) at block B, at the ground floor Along with another car parking space (share car parking) just back side of the above mentioned car parking space at block B , at the ground floor. [It is pertinent to mentioned that all car parking spaces are share car parking space].	

and there after land owner will also get of Rs 17,00,000/- (Rupees

Seventeen Lac) only as a non refundable amount , and without any hinderance and / or objection of the land owner has not made any further demand and / or demands in respect of the said multi storied building.

The first party will also get of Rs. 60,00,000/- (Rupees Sixty Lac) only which will be refundable at the time of handing over of the owner's allocation and /or final finishing of the flat whichever is earlier (This refundable amount is not related with the completion certificate in any manner). And if the land owner's/ first party failed to return back the said of Rs. 60,00,000/- (Rupees Sixty Lac) only within the above mentioned stipulated period , in favour of the Developer/Second Party herein, in that case the land owners shall bound to return back the said money @18 % PA to the developer and the interest will be calculated from the date of received of the said amount.

THE SIXTH SCHEDULE ABOVE REFERRED TO :-
LAND OWNER ENTITLED TO COMMON-USER OF THE COMMON
AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE
SHALL INCLUDE:-

1. Stair Case, lift and lift lobby in all the floors.

2. Main gate of the said building / premises and common passage and lobby on the Ground to Top floor.
3. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
4. In stall at ion of common services viz. electricity, water pipes, sewerage, rain water pipes.
5. Lighting in the common space, passage, stair case, including electric meter and fittings,.
6. Common electric meter and Box.
7. Electric wiring, meter For lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefore, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
8. Windows Channel, Flash, Doors, Grills and other fittings respecting the common areas of the premises.
9. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the respective units.
10. Electric wiring, Meters (excluding those installed for any particular Unit.
11. **GENERAL COMMON ELEMENTS** and facilities meant for the said Unit,
 - (a) All private ways, curves, side walls and areas of the said premises.

- (b) Exterior conduits, utility lines,
- (c) public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
- (d) Exterior lighting and other facilities necessary for the safety of the said building.
- (e) All elevations including shafts, shaft walls, machine rooms and facilities.
- (f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- (g) The foundation, Corridor, Lobbies, stairways Entrance and exists, pathways, footings, columns Girders, Beams, Supports, and exterior walls beyond the said UNIT side or interior load bearing walls, within the building or concrete floor slabs except the roof slab and all concrete ceilings and all stair cases in the said building.
- (h) Utility lines, telephone and electrical systems contained within the said building.
- (i) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Owner, Developer and the other owner of the intending purchaser or purchasers of different units, subject

to limitation, if any, their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof/ and / or terrace with the owner, Developer, other intending purchaser or purchasers with out causing inconvenience to another.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO THE OWNER and
INTENDING PURCHASER OR PURCHASERS WITHIN THE
BUILDING SHALL HAVE TO BEAR :-**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, necessities, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, Lifts, the rain water pipes, motors, pumps, water, pipe, electric wirings, installations, sewers, drains, and other common parts, fixtures , fittings and equipments, in under or upon the building enjoyed or used in common by the purchaser co-purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
3. Cost and charges reasonably enquired for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
4. The cost of decorating the exterior of the building.

5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common etc.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil common etc.
7. Municipal taxes, multi - storied building tax, if any. and other similar taxes save those separately assessed on the respective UNIT.
8. Litigation expenses as may be necessary for protecting the right, and possession of the land and building,
9. Such other expenses as are necessary or incidental for maintenance, upkeep and security of the building and Govt, duties, as may be determined by the Unit Owner's Association, as shall be formed by the Unit Owner's Associations payable for the purpose or purposes as aforesaid, such formation of association thereof in accordance with the provisions of the West Bengal Apartment Ownership and by laws thereof as amended from time to time being obligator on their part in the fullest legal sense of the term
10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.

11. The First part shall pay all the expenses to fix / setup their electric meter.
12. That the cost of installation of the electric meter and transformer will be shared equally between the flat owners, shop owners and land owners. After installation of the electric meter, the monthly electric bill of the said meter will be borne paid by the owner.
13. Common staircase will be made by grey cement mosaic finish with electric light fittings.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :-
THE GUIDANCE RESPECTING POSSESSION AND / OR USER OF
THE UNIT / FLAT INTER - ALIA SHALL INCLUDE THE
IMPOSITIONS AND RESTRICTION AS PER :-

- 1 The purchaser or purchasers / Owners and other occupiers, if any of the building, shall not entitled to use the aforesaid UNIT for the following purpose.
2. To use the said UNIT and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owner or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
3. To carry on or permit of the carried on upon the said 'UNIT' any offensive or unlawful business whatsoever, nor to do or permit

to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.

4. To demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
5. To do or permit to be done any act deed or thing which may render void or avoidable any insurance of any flat, and / or unit, any part thereof- or cause any increase in premium payable in respect in respect thereof.
6. To claim division or partition of the said land and / or the building thereon, and common areas within the same.
7. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the UNIT or any portion of the building housing the same.
8. To avoid the liability or responsibility of the repairing any portion or any component part of the flat hereunder sold and transferred on fittings and fixtures therein for storing water sewerages etc, in the event of such portion or fixtures and fittings within the flat and / or Unit demanding repairing thereby causing in convenies and injuries to other Flat owners as may be affected in consequence, nor to avoid obligation for giving the free access to the flat or portion thereof to men, agents, mansions as may be required by the unit Owner's Association from time to time on request therefore by such Association .

9. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the get up Thereof, they being entitled to paint inside the walls and portions of their Unit only in any colour of their choice.
10. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
11. The purchaser of UNIT together with other purchaser or Owners of the other flats shall must have the obligations to form an association of such unit Owners being members thereof there of for such purpose according to provisions of Apartment Ownership Act and bye laws as amended up to date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members, or members, safety and security of the building or otherwise as shall be taken in interest thereof.

THE NINTH SCHEDULE ABOVE REFERRED TO :-

SPECIFICATION

STRUCTURE :-

Building designed with R.C.C. framed structure which rest on columns, supported by R.C.C. piles as per design approved by competent authority.

BRICK WORKS :

Walls :

- a) External : 8" / 5" brick work with 1st class brick wherever its necessary.
- b) Internal : 5" / 3" brick work with 1st class brick wherever its necessary .

Flooring :

Good quality vitrified tiles with 4" height skirting set with cement-sand mortar for all bed rooms, drawing, dining space & verandah.

Toilets :

All walls of bathroom will be fitted with good quality glazed tile upto a (door frame height)height of 6'-6" from floor. All toilet floor's will be of vitrified tiles / anti skit tiles . Milky white standard commode will be provided along with all fittings and fixtures of toilet will be provide bf Jaguar / essco .

Kitchen :

'L' shape Cooking platform will be complete by black granite with black stone support . one Stenless kitchen sink, good quality glazed tiles with cement morkar up to 3'-0" from kitchen platform.

Doors :

Main door will be completed by good quality of wooden/ flash door will be completed by good quality branded green ply. All the frame will be completed by good quality malayasia saal wood .
one magic eye . Decorative handle, door stopper , rubber buffer , one yodreg company standard lock will be providing at main door , alumoniaunm tower bolt in all door.

Windows :

All windows will be complete by good quality branded

anatomised aluminum sliding window with good quality 4mm glass. At living room window is completed by 3 nos track and others room window complete by 2 nos track. And toilet window will be complete louver type.

Water Supply :

Round the clock water supply will be provided with necessary deep tube well , with submersible pump as per requirement.

Plumbing :

Concealed P.V.C., pipe line with standard/branded C.P. fittings (supreme , ashirbad , oriplast) . with necessary pipe lines & electrical lines shall be provided in each Toilet and Kitchen.

Verandah / Balcony :

Grill upto a height of 3'-0" from floor will be provided.

Plumbing :

Concealed P.V.C. pipe line with standard/branded C.P. fittings. Geyser lines with necessary pipe lines & electrical lines shall be provided in each Toilet and Kitchen.

Verandah / Balcony :

Grill upto a height of 3'-0" from floor will be provided.

Electrical :

A. All electric connection will complete by concealed wiring with good quality of copper wire (phinox) with P.V.C pipe , .

B. All bed rooms will completed by two light points , one fan point , one 5 AMP plug point , one AC point at Master bed room.

C. Living and dining room will be completed by 3 no light point , with one fan point , one 5 AMP plug point , one 15 AMP plug point .

D. at the kitchen one light point , one 15 AMP plug point , One exhaust fan point.

E. one light point , one exhaust fan point , and one geyser point (only one toilet)

F. at verandah two light point and one plug point

G. one light point and one calling point at main entrance .

H . one AMCP* will be provided to each flat.

Electric Meter :

Personal Electric meter will be provide at cost of flat owner.

The flat owner will be paid the proportionate charge of electric transformer .

Lift :

Good quality stainless steel cabinet lift (5 passenger) will be provided.

Painting :

Providing cement coat and /or dam proof and two no of heat proof weather coat for outer wall .

Two no coat primer with distemper paint at car parking space , car

taker room , toilets , stair case and stair lobby , with completed by grill primer with paint.

All internal walls will be completed by best quality of branded putty.

GRILL :

12 MM Square bar relling at all stair case and grill design will be select by the developer.

Balcony grill upto 3ft height from the floor , 12 mm square bar

Extra work-Party shall have to bear and pay in advance for all extra works and fittings, fixture as would be desired, in the alternative, 50% of the calculated cost have to be paid before starting of the extra works and the balance shall have to pay before taking possession of the flat.

IN WITNESS WHEREOF the parties hereto above named set and subscribed their respective hands and signature on this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the " OWNER " at Kolkata in the

Presence of -

WITNESSES :

1. Bishnupada Das
236 S.K.B. Sarani
P.S. - DUMDUM KOL-34
2. Debasis Mandal
236. S.K.B. Sarani
P.S. - DUMDUM

Atan Kumar Bhattacharya

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED

By the " DEVELOPER " at Kolkata in the

Presence of :-

1. Bishnupada Das
2. Debasis Mandal,

Atan Kumar Bhattacharya

SIGNATURES OF THE DEVELOPER

Drafted By :

Vivekananda Das
VIVEKANANDA DAS,

Advocate

High Court, Calcutta

Enroll no- WB/1220/2007

RECEIVED OF and from within named Developer the within mentioned sum of Rs. 77,00,000/- (Rupees Seventy Seven Lacs) only, the details to be mentioned as per memo below :-

MEMO OF CONSIDERATION

By Cheque / cash	Date	Bank	Amount
000276	09.05.2017	Bank of Baroda	40,00,000/-
109975	10.05.2017	IDBI	20,00,000/-
cheque payment	several Date.	Bank of Baroda	17,00,000/-

After Kumar Bhavnika.

Total : Rs. 77,00,000/- (Rupees Seventy Seven Lacs) only

WITNESS :

1. Bishnupada Das

2. Debasis Mandal

After Kumar Bhavnika.

SIGNATURE OF THE LANDOWNER

	THUMB	1 ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Name ALOK KUMAR BHOWMICK

Signature Alok Kumar Bhowmick

LEFT HAND					
RIGHT HAND					



Name MRENMOY SINGHA ROY

Signature MRENMOY SINGHA ROY

LEFT HAND					
RIGHT HAND					

Name

Signature

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



260720242013811672

GRIPS Payment Detail

GRIPS Payment ID:	260720242013811672	Payment Init. Date:	26/07/2024 09:14:57
Total Amount:	147042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9775972325345	BRN Date:	26/07/2024 09:15:11
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

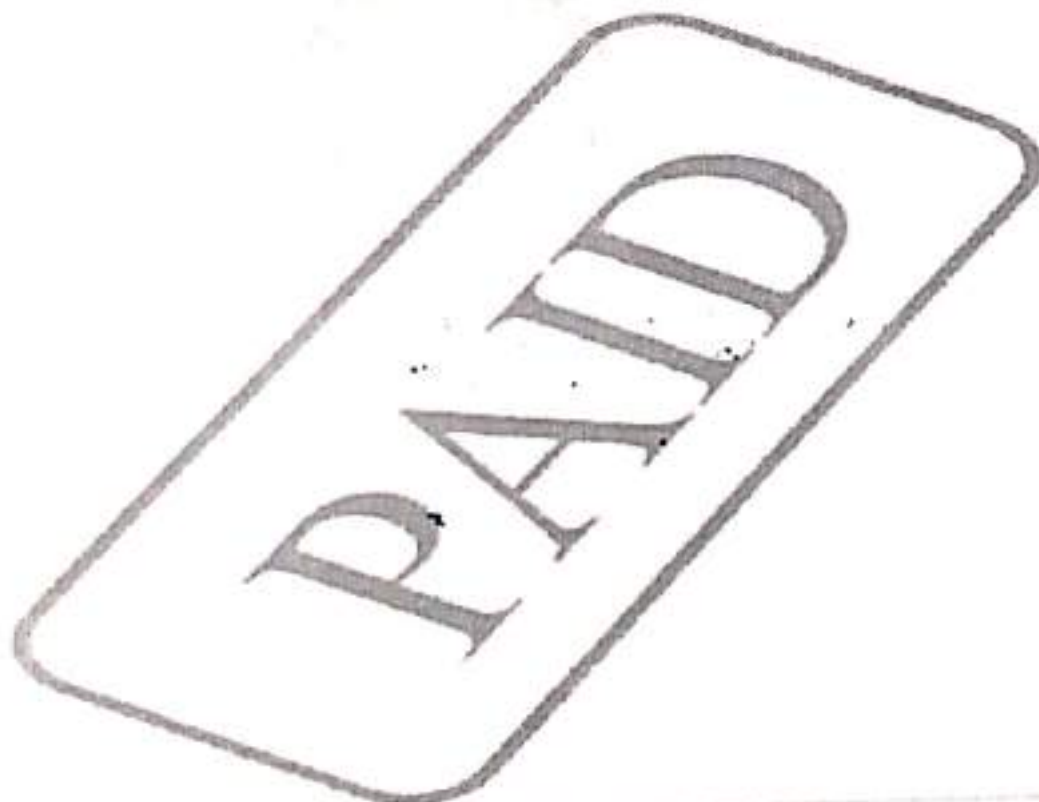
Depositor's Name: Mr Mrinmoy Singha Roy
Mobile: 9836306700

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250138116738	Directorate of Registration & Stamp Revenue	147042
Total			147042

IN WORDS: ONE LAKH FORTY SEVEN THOUSAND FORTY TWO 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



192024250138116738

GRN Details

GRN:	192024250138116738	Payment Mode:	SBI Epay
GRN Date:	26/07/2024 09:14:57	Bank/Gateway:	SBIePay Payment Gateway
BRN :	9775972325345	BRN Date:	26/07/2024 09:15:11
Gateway Ref ID:	1412797612	Method:	Bank of Baroda NB
GRIPS Payment ID:	260720242013811672	Payment Init. Date:	26/07/2024 09:14:57
Payment Status:	Successful	Payment Ref. No:	2001975499/1/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Mrinmoy Singha Roy
Address:	New Town, Kolkata
Mobile:	9836306700
Period From (dd/mm/yyyy):	26/07/2024
Period To (dd/mm/yyyy):	26/07/2024
Payment Ref ID:	2001975499/1/2024
Dept Ref ID/DRN:	2001975499/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001975499/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	2001975499/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	77021
Total				147042

IN WORDS: ONE LAKH FORTY SEVEN THOUSAND FORTY TWO ONLY.

PAID

	THUMB	1 ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
	LEFT HAND				
	RIGHT HAND				

Name.....

Signature.....

	LEFT HAND				
	RIGHT HAND				

Name.....

Signature.....

	LEFT HAND				
	RIGHT HAND				

Name.....

Signature.....

Major Information of the Deed

Deed No :	I-1901-06732/2024	Date of Registration	26/07/2024
Query No / Year	1901-2001975499/2024	Office where deed is registered	
Query Date	24/07/2024 10:27:14 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	V Das Calcutta High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 8013950380, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 3/-		
Stamp duty Paid(SD)	Rs. 75,021/- (Article:48(g))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
	Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 77,00,000/-]	
	Market Value	Rs. 3,24,67,506/-	
	Registration Fee Paid	Rs. 77,105/- (Article:E, E, B)	

Land Details :

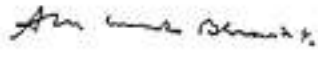
District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Roypara (Noapara), Mouza: Noyapara, JI No: 11, Pin Code : 700157

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-254 (RS :-)	LR-19	Bastu	Bastu	6 Katha	1/-	1,51,20,003/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
L2	LR-254 (RS :-)	LR-3000	Bastu	Bastu	6 Katha 13 Chatak 30 Sq Ft	1/-	1,72,72,503/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
TOTAL :					21.2094Dec	2 /-	323,92,506 /-	
Grand Total :					21.2094Dec	2 /-	323,92,506 /-	

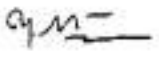
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	1/-	75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	75,000 /-	

and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Alok Kumar Bhowmick Son of Late Kumud Sankar Bhowmick Executed by: Self, Date of Execution: 26/07/2024 , Admitted by: Self, Date of Admission: 26/07/2024 ,Place : Office	Photo  26/07/2024	Finger Print  Captured 26/07/2024	Signature  26/07/2024
Naw Para Roy Para, City:- , P.O:- Hatiara, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.:: alxxxxxx2f, Aadhaar No: 42xxxxxxxx6343, Status :Individual, Executed by: Self, Date of Execution: 26/07/2024 , Admitted by: Self, Date of Admission: 26/07/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr MRINMOY SINGHA ROY (Presentant) Son of Late PHANINDRA NATH SINGHA ROY Executed by: Self, Date of Execution: 26/07/2024 , Admitted by: Self, Date of Admission: 26/07/2024 ,Place : Office	Photo  26/07/2024	Finger Print  Captured 26/07/2024	Signature  26/07/2024
Son of Late PHANINDRA NATH SINGHA ROY ROY PARA HATIARA, City:- , P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: BDxxxxxx4G, Aadhaar No: 42xxxxxxxx1806, Status :Individual, Executed by: Self, Date of Execution: 26/07/2024 , Admitted by: Self, Date of Admission: 26/07/2024 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBASIS MANDAL Son of Late PRANAB MANDAL VILL - USHPARA, City:- , P.O.- BHOJERHAT, P.S.-Kolkata Leather Camp, District-South 24-Parganas, West Bengal, India, PIN- 743502	 26/07/2024	 Captured 26/07/2024	 26/07/2024
Identifier Of Mr Alok Kumar Bhowmick, Mr MRINMOY SINGHA ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	Mr Alok Kumar Bhowmick	Mr MRINMOY SINGHA ROY-9.9 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Alok Kumar Bhowmick	Mr MRINMOY SINGHA ROY-11.3094 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Alok Kumar Bhowmick	Mr MRINMOY SINGHA ROY-100.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Roypara (Noapara), Mouza: Noyapara, JI No: 11, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 254, LR Khatian No:- 19	Owner: অলোক কুমার ভৌমিক, Gurdian: কুমুদপার ভৌমিক, Address: 495৩, সত্যেন্দ্রপুর রাস রোড, কলি ১৪, Classification: বাগান, Area: 0.10000000 Acre,	Mr Alok Kumar Bhowmick
L2	LR Plot No:- 254, LR Khatian No:- 3000	Owner: অলোক কুমার ভৌমিক, Gurdian: কুমুদপার ভৌমিক, Address: নিউ, Classification: বাগান, Area: 0.12000000 Acre,	Mr Alok Kumar Bhowmick

Endorsement For Deed Number : I - 190106732 / 2024

On 26-07-2024

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

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

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

Presented for registration at 15:25 hrs on 26-07-2024, at the Office of the A.R.A. - I KOLKATA by Mr MRINMOY SINGHA ROY ,Claimant.

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 3,24,67,506/-

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

Execution is admitted on 26/07/2024 by 1. Mr Alok Kumar Bhowmick, Son of Late Kumud Sankar Bhowmick, Naw Para Roy Para, P.O: Hatiara, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business, 2. Mr MRINMOY SINGHA ROY, Son of Late PHANINDRA NATH SINGHA ROY, ROY PARA HATIARA, P.O: HATIARA, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business

Identified by Mr DEBASIS MANDAL, , Son of Late PRANAB MANDAL, VILL - USHPARA, P.O: BHOJERHAT, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 743502, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 77,105.00/- (B = Rs 77,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 77,021/-

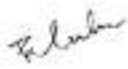
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2024 9:15AM with Govt. Ref. No: 192024250138116738 on 26-07-2024, Amount Rs: 77,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9775972325345 on 26-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 16095, Amount: Rs.5,000.00/-, Date of Purchase: 06/07/2024, Vendor name: M GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2024 9:15AM with Govt. Ref. No: 192024250138116738 on 26-07-2024, Amount Rs: 70,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9775972325345 on 26-07-2024, Head of Account 0030-02-103-003-02


Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2024, Page from 262301 to 262362
being No 190106732 for the year 2024.



Pradipta

Digitally signed by PRADIPTA KISHORE GUHA
Date: 2024.07.27 16:18:04 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 27/07/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.