15767/22 I- 15207/22

[1]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

H 061938

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

District Sub-Register-III
Alipore, South 24-parganas

26 SEP 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 26th day of September 2022 (Two Thousand Twenty Two).

BETWEEN

019960

23 SEP 2022

No.....Rs.-5000/- Date.....

Name:.....Bodhisattva Basu.

Address:.....

Vendor: Subhankar Das

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Advocate
Alipur Police Cour
Kolkata-27

Office of the Dist. Sub-Registrar-III
জেলা অবর নিবন্ধক
South 24-Parganas, Alipore

Identified by me:
Houmita Chowdhury
d/o Lt. Prosanta Chowdhury
occupation- others
Brahmapur, Kol-96

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
26 SEP 2022

1. SRI. MADAN MOHAN GHOSH (PAN-ASAPG6003B) (AADHAR NO.-261122251348), son of Late Kartick Chandra Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-37/1, Brahmapur More, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, District-South 24 Parganas and **2. SRI. DEBASISH GHOSH @ DEBASIS GHOSH (PAN-BAMPG6052R) (AADHAR NO.- 574737232208)**, son of Late Anil Kumar Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at A-41, Brahmapur More, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, District- South 24 Parganas, hereinafter called and referred to as the **"LAND OWNERS"** (which term or expression shall unless exclude by or repugnant to the subject or context be deemed to mean include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTY**;

AND

M/S SAYANTIKA ENTERPRISE, a proprietorship firm having its office at B/34, Brahmapur, South End, Kolkata-700096, represented by its Proprietor namely **SMT. MITA DAS (PAN-AKHPD8360K) (AADHAAR NO. 873110315123)**, wife of Sri Shyamal Das, by faith - Hindu, by occupation - Business, by Nationality- Indian, residing at B/34, Brahmapur, South End, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY.**

WHEREAS one Sri. Sarat Chandra Ghosh was the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 215 (Two Hundred Fifteen) decimals [19 (Nineteen) decimals Pukur comprised in C.S. Dag No. 721; 150 (One Hundred Fifty) Decimals Bastu Land comprised in C.S. Dag No. 723 and 46 (Forty Six) Decimals Danga land comprised in C.S. Dag No. 735], lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, C.S. Khatian No. 365, on payment of an yearly rent of Rs. 31 and 19 pie to the West Bengal State Government, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS while the said Sarat Chandra Ghosh enjoyed the said land in khas died intestate on 08.06.1954 leaving behind him surviving his three sons namely Sri Haridas Ghosh, Sri Kartick Chandra Ghosh and Sri Bishnupada Ghosh as his only legal heirs and left none else and the said three sons inherited the property left by the said deceased Sarat Chandra Ghosh and jointly enjoyed the said property in ejmali rights.

AND WHEREAS the said Sri Haridas Ghosh died intestate on 21.04.1959 leaving behind him surviving his only son namely Sri Anil Kumar Ghosh and two daughters namely Smt. Gitarani Ghosh and Smt. Sandhyarani Ghosh as his only legal heirs.

Office of the Dist. Sub-Registrar-III
জেলা অবর নিবন্ধক
দক্ষিণ ২৪ পরগনা, আলিপুর
South 24-Parganas, Alipore

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
26 SEP 2022

AND WHEREAS while the said Sri Kartick Chandra Ghosh, Sri Bishnupada Ghosh, Sri Anil Kumar Ghosh, Smt. Gitarani Ghosh and Smt. Sandhyarani Ghosh enjoyed the said land in khas and for peaceful and uninterrupted possession of the said land, they made a registered Deed of Partition dated 16.08.1972 registered at the office of S.R.O. at Alipore and recorded in Book No. I, Volume No. 75, pages 177 to 187 being Deed No. 3509 for the year 1972 in the presence of Sri. Kiran Chandra Mukhopadhay of Kamdahari as **Ameen**, Sri Bhola Nath Pan and all the parties of the said Partition Deed.

AND WHEREAS by virtue of the said Partition Deed the said Sri Kartick Chandra Ghosh became owners of **ALL THAT** piece and parcel of Bastu land measuring about **54 (Fifty Four) Decimal** together with a two storied cement flooring building measuring about 300 Sq. Ft. out of **144 (One Hundred Forty Four) Decimal** Bastu Land [after deducting 6 Decimal as common passage from 150 decimal Bastu land] lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, C.S. Khatian No. 365, C.S. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas, which is more fully mentioned in **Schedule "Kha"** of the said Partition Deed.

AND WHEREAS the said Sri Kartick Chandra Ghosh died intestate on 24.01.2002 leaving behind him surviving his wife Smt. Sefalika Ghosh, three sons namely Sri Madan Mohan Ghosh, Sri. Gopal Chandra Ghosh and Sri. Gostho Bihari Ghosh and only daughter namely Smt. Tapati Ghosh as his only legal heirs and the said Smt. Sefalika Ghosh died intestate on 27.03.2014 leaving behind her surviving three sons namely Sri Madan Mohan Ghosh, Sri. Gopal Chandra Ghosh and Sri. Gostho Bihari Ghosh and only daughter namely Smt. Tapati Ghosh as her only legal heirs.

AND WHEREAS the said Sri Madan Mohan Ghosh, Sri. Gopal Chandra Ghosh, Sri. Gostho Bihari Ghosh and Smt. Tapati Ghosh became 1/4th owners of **ALL THAT** piece and parcel of Bastu land measuring about **54 (Fifty Four) Decimal** together with a two storied cement flooring building measuring about 700 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, C.S. Khatian No. 365, C.S. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS the said Sri. Gopal Chandra Ghosh, Sri. Gostho Bihari Ghosh and Smt. Tapati Ghosh gifted their 3/4th share of **ALL THAT** piece and parcel of Bastu land measuring about **1 (One) Cottah 13 (Thirteen) Chittaks 6 (Six) Sq.ft.** out of **54 (Fifty Four) Decimal** land i.e. **1 (One) Cottah 5 (Five) Chittaks 38 (Thirty Eight) Sq. Ft.** together with 3/4th share of a two storied cement flooring building measuring about 700 Sq. Ft. i.e. undivided 525 Sq. Ft. of the two storied cement flooring building lying and situated at Mouza Brahmapur, J. L. No. 48,

District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 247, R.S. Dag No. and L. R. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas in favour of their Brother Sri Madan Mohan Ghosh by virtue of a registered Deed of Gift dated 05.03.2021 which is registered in the office of A.D.S.R. Alipore and recorded in Book No. I, Volume No. 1605-2021, Pages from 52516 to 52546, being Deed No. 160501046 in the year 2021.

AND WHEREAS Sri Madan Mohan Ghosh became sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring about **1 (One) Cottah 13 (Thirteen) Chittaks 6 (Six) Sq.ft.** together with a two storied cement flooring building measuring about 700 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana-Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 247, R.S. Dag No. and L. R. Dag No. 723, Premises No. unassessed, Road Name- Brahmapur, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS after became the owner of the said land with structure Sri Madan Mohan Ghosh mutated his name in the office of Kolkata Municipal Corporation vide **Assessee No. 31-111-06-3770-0** and his land known and numbered as **Premises No. 2139, Brahmapur.**

AND WHEREAS by virtue of the said Partition Deed the said Sri Anil Kumar Ghosh, Smt. Gitarani Ghosh and Smt. Sandhyarani Ghosh became 1/3rd owners of **ALL THAT** piece and parcel of Bastu land measuring about **68 (Sixty Eight) Decimal** together with a two storied cement flooring building measuring about 700 Sq. Ft. out of **144 (One Hundred Forty Four) Decimal** Bastu Land [after deducting 6 Decimal as common passage from 150 decimal Bastu land] lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, C.S. Khatian No. 365, C.S. Dag No. 723 together with other plot lying in different C. S. Dag under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas which is more fully mentioned in **Schedule "Gha"** of the said Partition Deed.

AND WHEREAS the said Smt. Gitarani Ghosh and Smt. Sandhyarani Ghosh gifted their 2/3rd undivided share of **ALL THAT** piece and parcel of Bastu land measuring about **68 (Sixty Eight) Decimal** together with a two storied cement flooring building measuring about 700 Sq. Ft. out of **144 (One Hundred Forty Four) Decimal** Bastu Land [after deducting 6 Decimal as common passage from 150 decimal Bastu land] lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, C.S. Khatian No. 365, C.S. Dag No. 723 together with other plot lying in different C. S. Dag under P.S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore,

District South 24 Parganas in favour of their only Brother Sri Anil Kumar Ghosh by virtue of a registered Deed of Gift dated 16.08.1972 which is registered at District Registry office at Alipore and recorded in Book No. I, Volume No. 100, Pages from 24 to 29, being Deed No. 3357 in the year 1972.

AND WHEREAS the said Sri Anil Kumar Ghosh become sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring about **68 (Sixty Eight) Decimal** together with a two storied cement flooring building measuring about 700 Sq. Ft. out of **144 (One Hundred Forty Four) Decimal** Bastu Land [after deducting 6 Decimal as common passage from 150 decimal Bastu land] lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 1040, R.S. Dag No. and L.R. Dag No. 723 together with other plot lying in different C. S. Dag under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS the said Sri Anil Kumar Ghosh gifted **ALL THAT** piece and parcel of Bastu land measuring about **1 (One) Cottah 14 (Fourteen) Chittaks** out of **68 (Sixty Eight) Decimal** Bastu land together with a two storied cement flooring building measuring about 700 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 1040, R.S. Dag No. and L.R. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas to his wife Smt. Renubala Ghosh by virtue of a registered Deed of Gift dated 09.12.1983 which is registered at the office of District Registrar Office at Alipore and recorded in Book No. I, Volume No. 423, Pages from 7 to 14, being no. 16174 in the year 1983.

AND WHEREAS the said Smt. Renubala Ghosh become sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring about 1 (One) Cottah 14 (Fourteen) Chittaks together with a two storied cement flooring building measuring about 700 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana-Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 1040, R.S. Dag No. and L.R. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas

AND WHEREAS the said Smt. Renubala Ghosh died intestate on 25.11.2006 leaving behind her surviving her three sons namely Sri Debasish Ghosh, Sri. Pintu Ghosh and Sri. Ranjit Ghosh and only daughter namely Smt. Tumpa Ghosh as her only legal heirs.

AND WHEREAS the said Sri Debasish Ghosh, Sri. Pintu Ghosh, Sri. Ranjit Ghosh and Smt. Tumpa Ghosh became 1/4th owners of **ALL THAT** piece and parcel of Bastu land measuring

about 1 (One) Cottah 14 (Fourteen) Chittaks together with a two storied cement flooring building measuring about 700 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, C.S. Khatian No. 365, C.S. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS the said Sri. Pintu Ghosh, Sri. Ranjit Ghosh and Smt. Tumpa Ghosh gifted their 3/4th undivided share of **ALL THAT** piece and parcel of Bastu land measuring about **1 (One) Cottah 14 (Fourteen) Chittaks i.e. 1 (One) Cottah 6 (Six) Chittaks 22.5 (Twenty Two point Five) Sq. Ft.** together with 3/4th share of a two storied cement flooring building measuring about 700 Sq. Ft. i.e. undivided 525 Sq. Ft. of the two storied cement flooring building lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 1040, R.S. Dag No. and L.R. Dag No. 723 under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas in favour of their Brother Sri Debasish Ghosh by virtue of a registered Deed of Gift dated 05.03.2021 which is registered at A.D.S.R. Alipore and recorded in Book No. I, Volume No. 1605-2021, Pages from 48575 to 48606, being Deed No. 160501045 in the year 2021.

AND WHEREAS Sri Debasish Ghosh became sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring about **1 (One) Cottah 14 (Fourteen) Chittaks** together with a two storied cement flooring building measuring about 700 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. No. 169, R.S. Khatian No. 365 corresponding L. R. Khatian No. 1040, R.S. Dag No. and L.R. Dag No. 723, Premises No. unassessed, Road Name- Brahmapur, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS after became the owner of the said land with structure Sri Debasish Ghosh mutated his name in the office of Kolkata Municipal Corporation and got the **Assessee No. 31-111-06-3769-3** and his land known and numbered as **Premises No. 2138, Brahmapur.**

AND WHEREAS Sri Madan Mohan Ghosh and Sri Debasish Ghosh by a Deed of Amalgamation dated 17.08.2022 which was registered at the office of the D.S.R.-III, South 24 Parganas and recorded in Book No. I, Volume No.1603-2022, pages from 451002 to 451025, Being No. 160312755 in the year 2022, made an amalgamation of their respective property.

AND WHEREAS the said Sri Madan Mohan Ghosh and Sri Debasish Ghosh become joint owners of **ALL THAT** piece and parcel of Bastu land measuring about **3 (Three) Cottahs 11**

(Eleven) Chittaks 6 (Six) Sq. Ft. together with two two-storied cement flooring building measuring about 1400 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. Khatian No. 365 corresponding L. R. Khatian No. 247 & 1040, R.S. Dag No. and L.R. Dag No. 723, Road Name- Brahmapur, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

AND WHEREAS the said Sri Madan Mohan Ghosh and Sri Debasish Ghosh jointly mutated their name in the office of Kolkata Municipal Corporation and got Assessee No. **31-111-06-3769-3** and Premises No. 2138, Brahmapur.

AND WHEREAS the Land Owners Desirous to build a multi-storied building and wants to give **ALL THAT** piece and parcel of Bastu land measuring about **3 (Three) Cottahs 11 (Eleven) Chittaks 6 (Six) Sq. Ft.** together with two two-storied cement flooring building measuring about 1400 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. Khatian Nos. 365 corresponding L. R. Khatian Nos. 247 & 1040, R.S. Dag No. and L.R. Dag No. 723, **Premises No. 2138,** Road Name- Brahmapur, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., **Assessee No.31-111-06-3769-3,** Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas to the Developer herein to build a Straight three building at her own cost.

AND WHEREAS the Developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this Development agreement for further guidance concerning mutual rights and obligations.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :- NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH as follows:

ARTICLE -I
(DEFINITION)

1. **OWNERS: 1. MADAN MOHAN GHOSH,** son of Late Kartick Chandra Ghosh, by faith Hindu, by nationality Indian, by occupation Business, residing at A-37/1, Brahmapur More, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, District- South 24 Parganas, and **2. SRI. DEBASISH GHOSH @ DEBASISH GHOSH,** son of Late Anil Kumar Ghosh, by faith Hindu, by nationality Indian, by occupation Business, residing at A-41, Brahmapur More, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, District- South 24 Parganas,

2. **DEVELOPER: M/S SAYANTIKA ENTERPRISE,** a proprietorship firm having its office at B/34, Brahmapur, South End, Kolkata-700096, represented by its sole Proprietor namely **SMT. MITA DAS (PAN-AKHPD8360K) (AADHAAR NO. 8731 1031 5123),** wife of Sri Shyamal Das, by faith - Hindu, by occupation - Business, by Nationality- Indian, residing at

B/34, Brahmapur, South End, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096. The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

3. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developer/Contractor for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developer/Contractor time to time.

4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the premises as more fully detailed in the Fifth Schedule hereto.

5. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Third Schedule hereto.

6. **ARBITRATOR** shall mean such person or persons whom the DEVELOPER and OWNERS jointly may from time to time appoint as the Arbitrator for the Project.

7. **MUNICIPALITY** shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.

8. **LAND** shall mean **ALL THAT** piece and parcel of Bastu land measuring about **3 (Three) Cottahs 11 (Eleven) Chittaks 6 (Six) Sq. Ft.** together with two two-storied cement flooring building measuring about 1400 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate Touzi No. 60, Pargana- Magura, R.S. Khatian No. 365 corresponding L. R. Khatian Nos. 247 & 1040, R.S. Dag No. and L.R. Dag No. 723, **Premises No. 2138,** Road Name-Brahmapur, under P.S. previously Sadar Tollygunge then Regent Park now Bransdroni, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., **Assessee No. 31-111-06-3769-3,** Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas.

9. **NEW BULDING** shall mean and include the Straight three storied building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.

10. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, specific tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "THIRD" herein below.

11. **OWNERS' ALLOCATION AS FIXED AS FOLLOWS:** In the new straight three storied Building, be constructed on the land described here under the **FIRST SCHEDULE** land, the LAND OWNERS shall get

i) **ALL THAT** one 2 BHK residential flat measuring about 576 Sq. ft. built up area/692 sq.ft. super built up area in the South-West side on the **GROUND FLOOR** of the proposed building.

ii) **ALL THAT** one 2 BHK residential flat measuring about 617 Sq. ft. built up area/741 sq.ft. super built up area in the South-West side on the **FIRST FLOOR** of the proposed building.

iii) **ALL THAT** one residential flat measuring about 681 Sq. ft. built up area /818 sq.ft. super built up area in the South-East side on the **SECOND FLOOR/TOP FLOOR** of the proposed building.

iv) **ALL THAT** Rupees 4,00,000/-(Rupees Four Lakh) only as forfeit or nonrefundable money will be paid by the Developer to Madan Mohan Ghosh, the Land owner no. 1 herein, at the time of signing of Development Agreement.

v) **ALL THAT** Rupees 4,00,000/-(Rupees Four Lakh) only as forfeit or nonrefundable money will be paid by the Developer to Debasish Ghosh, the Land owner no. 2 herein, at the time of signing of Development Agreement.

Further, be it mentioned here that land owners' allocation shall be provided Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owners against their allocated portion.

12. **DEVELOPER'S ALLOCATION:** save and except owners' allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of straight three storied building i.e.

i) **Save and except owners' allocation on the GROUND FLOOR mentioned above, the rest of all constructed/salable area shall be treated as Developer's Allocation.**

ii) **Save and except owners' allocation on the FIRST FLOOR mentioned above, the rest of all constructed/salable area shall be treated as Developer's Allocation.**

iii) **Save and except owners' allocation on the SECOND FLOOR/TOP FLOOR mentioned above, the rest of all constructed/salable area shall be treated as Developer's Allocation.**

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm commercially or the Developers personally on the strength of Registered

Development/General Power of Attorney to be executed by the Land Owners in favour of the Developer.

13. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owners.

14. **PREMISES** shall mean having comprised in the premises having an area of **ALL THAT** piece and parcel of Bastu land measuring about **3 (Three) Cottahs 11 (Eleven) Chittaks 6 (Six) Sq. Ft.** together with two two-storied cement flooring building measuring about 1400 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate's Touzi No. 60, Pargana- Magura, R.S. Khatian No. 365 corresponding L. R. Khatian Nos. 247 & 1040, R.S. Dag No. and L.R. Dag No. 723, **Premises No. 2138,** Road Name- Brahmapur, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., **Assessee No. 31-111-06-3769-3,** Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas, more fully described in the **FIRST SCHEDULE** hereto.

15. **PROJECT** shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit OWNERS.

16. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.

17. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which is not the common portion.

18. **UNIT OWNERS** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owners and the Developer/Builder for the Units held by them from time to time.

19. a) **MASCULINE GENDER** shall include the feminine and vice versa.

b) **SINGULAR** shall include the plural and vice versa.

20. **SUBMISSION OF THE DOCUMENTS** : at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents, heirs certificate and all other related necessary papers shall be submitted by the OWNERS to the Developer and against this submission the Developer issue a proper receipt to the land owners for their documents. These

documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs. The Developer will return all deeds and documents to the Land owner herein after completion of the sale of all flats/units under Developer's Allocation.

21. SALEABLE SPACE : shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the OWNERS' Allocation together with all proportionate common facilities and the space as required thereof.

22.EXTRA COST: that any extra work for OWNERS/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNERS/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building.

23. FORCE MAJURE: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.

24.TRANSFER: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.

25. TRANSFEREE: shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.

26. BUILT UP AREA: means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case and lift if provided.

27. SUPER BUILT UP AREA: means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, safety tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per his choice with the Covered area or built up area.

ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

ARTICLE - II
OWNERS' OBLIGATION

2.1 The **'OWNERS'** have agreed to produce the original papers of the above mentioned schedule land to the Developer.

2.2 That the **OWNERS** will to upto date all corporation taxes, B.L.&L.R.O. khajna, corporation mutation, B.L.&L.R.O. mutation.

2.3 The **OWNERS** have agreed to make over possession of the said property now within their possession of the schedule land as and when required by the Developer for new construction thereon.

2.4 Subject to the proceeding clause, the **'OWNERS'** hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owners' share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority within a stipulated period of **18 months** from getting sanction plan from Kolkata Municipal Corporation if the Developer will not be able to complete the work within the stipulated period of **18 months** from getting sanction plan from Kolkata Municipal Corporation then the **OWNERS** will give them another **6 months** as a grace period as mutually agreed upon by the parties hereto.

2.5 That after completion of construction and delivery of possession of **OWNERS** allocation in the new building, the **OWNERS** shall convey and transfer to the Builder and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided proportionate share in the land appurtenant to the flats out of Builder's allocation directly or through Development Power of Attorney which must to be executed after the execution of this Agreement For Development, be treated as related documents.

2.6 The **OWNERS** shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer Allocation Flat by receiving money from them. The **OWNERS** shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit, execute of any deed executed by the Attorney on his behalf and receive consideration money and to give discharge thereof in respect of the said property.

2.7 **OWNERS** have to collect GST (if necessary) on all flats they sold to any third party as per Government rate which they either have to give to developer and the developer will pay to Government or the land lord will pay directly to Government if they sell any flat to developer then developer will look after the GST.

2.8 **OWNERS** have to collect Rs. 30,000/- per flat as the transformer charge from all the purchasers of their allocation of the proposed Straight three storied building and the same has to be transferred to developer if the transformer will be installed in this project.

2.9 The **OWNERS** hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided

the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

2.10 The **OWNERS** hereby agree and covenant with the **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** allocated portion in the building after completion of the new building.

2.11 The owners hereby agree and covenant with the developer/promoter not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoter, if anything is not going against the spirit of this Agreement.

2.12 The **OWNERS** hereby agree and covenant with the developer/promoter not to do any act, deed or thing whereby the developer/promoter may be prevented from selling, assigning and/or disposing of any of developer's/promoter's allocation.

2.13 The **OWNERS** hereby agree and covenant with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.

2.14 The **OWNERS** hereby agree and covenant with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

2.15 That the **OWNERS** shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Kolkata Municipal Corporation and shall attend all courts, offices, registration offices as and when the OWNERS' presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid.

ARTICLE - III
OWNERS' RIGHTS AND REPRESENTATIONS

3.1 The **'OWNERS'** are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.

3.2 None other than the said **'OWNERS'** have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.

3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.

3.5 The Developer as well as the **OWNERS** shall collect individual clearance Income Tax if required in respect of their individual allocation.

ARTICLE-IV
DEVELOPER'S/PROMOTER'S RIGHTS

4.1. If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'OWNERS' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.

4.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'OWNERS' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developer's allocation in the building in the manner hereafter stated.

4.3. The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.

4.4. The developer shall exclusively entitled to **DEVELOPER'S ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the **OWNERS** and the owners shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPER'S ALLOCATION.**

4.5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.

4.6. The **OWNERS** will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the **OWNERS** after completion of the construction work and sale of all flats/units under Developer's Allocation.

4.7. The **DEVELOPER** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire Premises if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the **DEVELOPER** even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident **OWNERS** shall not be held responsible and liable to pay any compensation for the same.

4.8. The developer shall be deemed to be the Confirm Attorney/Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength

of this Registered General Power of Attorney executed by the Land **OWNERS** in favour of the Developer Firm and/or in the name of the Proprietor **M/S SAYANTIKA ENTERPRISE**, a Proprietorship Farm, being represented by its Proprietor namely, **SMT. MITA DAS**, wife of Sri Shyamal Das, residing at B/34, Brahmapur South End, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096 where the Land OWNERS shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the **FIRST SCHEDULE.**

4.9. The Developer shall be authorised in the name of the **OWNERS** in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land **OWNERS** allocated portion by the Land **OWNERS**, they will bear the aforesaid all outgoing expenses for their respective allocated portion only. Be it mentioned here that the Land **OWNERS** shall clear all rent, rates, Municipal Taxes and other liabilities whatsoever the **OWNERS** had or have till the date of delivery of land to the Developer, the Second Party herein and then the Developer shall bear the same on behalf of the land **OWNERS.**

4.10. That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats etc. belonging to the Developer's allocation. The Owners/First Party shall have no right and authority to revoke cancel or rescind this agreement or said Power of Attorney until such time construction of the building is completed and sale and transfer of the Developer's Allocated portions is over. The Owners hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the **OWNERS**/Vendors in respect of the property under reference but in normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by singing Deed Return Receipt on the strength of Development Power of Attorney executed by the Land **OWNERS** in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

ARTICLE - V
DEVELOPER'S/PROMOTER'S OBLIGATION

5.1 The developer/promoter hereby agrees and covenants with the **OWNERS** to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developers/promoters the owners may consider and extend the completion period of the said construction on the said property.

5.2 The Developer will bear all the expenses regarding KMC mutation and B.L.&LRO Mutation and also the cost of Development Agreement and Development Power.

5.3 The developer/promoter hereby agrees and covenants with the owners not to do any act, deed or thing whereby the **OWNERS** are prevented from enjoying, selling, assigning and/or disposing of any of the **OWNERS'** allocation on the building.

5.4 That upon completion of construction of the new building, the builder shall inform the **OWNERS** to take delivery of possession of the **OWNERS'** allocated area in the new building in good and habitable condition and the **OWNERS** within 30 days from the date of such intimation shall take possession of his allocations thereon and the land **OWNERS** shall have to pay all rent, rates and taxes and others out goings from the date of taking land owners' allocation as per notice serves.

5.5 The developer/promoter hereby agrees and covenants with the owners if she will not hand over the possession of the Land Owners' Allocation within 18 months and another 6 months grace period then she will have bound to give Rs. 5000/- per month as compensation money to the Land Owners entire period of delay.

ARTICLE - VI
FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER/PROMOTER

6.1 The **OWNERS** hereby agrees and covenants with the developer/promoter that as soon as the **OWNERS'** allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation.

6.2 The **OWNERS** hereby agrees and covenants that the developers/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.

6.3 That the developer shall have the option to develop the above property and to acquire adequate facilities the developer shall have the option to raise the construction of the proposed building and the developers shall incur all costs and expenses for obtaining the order of amalgamation from concern authorities and the owners shall sign and execute all documents, forms, plans and such other formalities at the costs of the developer and the owners shall have no right to raise any objection on such account.

6.4 That the **OWNERS** shall be exclusively entitled to deal with **OWNERS'** allocation in the new building and the builder/developer shall be exclusively entitled to the developer's allocated area therein and the developer shall be at liberty to sell/transfer her/its allocated portion in favour of any person or persons at any consideration which may be considered by the Developer/Builder and the owners shall not entitled to interfere in any manner.

ARTICLE - VII
FORCE MAJEURE

7.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

ARTICLE-VIII
JURISDICTION

The courts of South24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

ARTICLE IX
ARBITRATION

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator, each party shall nominate their own Arbitrators and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summery powers.

The Arbitrators shall have the power to appoint an Umpire in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

FIRST SCHEDULE ABOVE REFERRED TO
SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Bastu land measuring about **3 (Three) Cottahs 11 (Eleven) Chittaks 6 (Six) Sq. Ft.** together with two two-storied cement flooring building measuring about 1400 Sq. Ft. lying and situated at Mouza Brahmapur, J. L. No. 48, District Collectorate Touzi No. 60, Pargana- Magura, R.S. Khatian No. 365 corresponding L. R. Khatian Nos. 247 & 1040, R.S. Dag No. and L.R. Dag No. 723, **Premises No. 2138**, Road Name- Brahmapur, under P.S. previously Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111., **Assessee No. 31-111-06-**

3769-3, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas, along with all rights, facilities, privileges, appendages, easements and quasi easements appurtenant thereto and being butted and bounded by:

On the North: by 12 ft. wide Road;

On the South: by Land of C.S. Dag no. 723;

On the East: by Land of C.S. Dag no. 723;

On the West: by Land of C.S. Dag no. 723.

SECOND SCHEDULE ABOVE REFERRED TO

Specification of Construction

A. **STRUCTURE & WALLS:** R.C.C. framed Super-structure with isolated column footing foundation or as per the design requirement using standard quality steel, sand, and cement of I.S.I. standard, stone-chips, mortar-casting in accordance with specified building rules. 8" outer walls as per requirement of the elevation and all 3" brick work will be with the wire reinforcement in every 3rd layer.

B. **Cement:** Ultratech

C. **Rod:** Durgapur

D. **PLASTER:** All walls shall be plastered with 1:6 cement mortar ceiling with 1:4 cement mortars.

E. **FLOORING:** Vitrified tiles 2' x 2' flooring in all rooms, skirting up to 4" height. In toilet antiskid tiles and glazed tile dado 6' feet height.

F. **KITCHEN:** Cooking platform black stone with stainless sink.

G. **DOORS:** All doors opening will be flash door.

i) Main Door will be flush door.

ii) Hash bolt in main door.

H. **WINDOWS:** Still glazed/Aluminum channel sliding window with grill designed by Building with galvanized iron handle and stay.

I. **WALL FINISHING:**

i) Internal walls plaster of paris in Bed rooms and Drawing cum dining room, kitchen and toilet.

ii) External walls of the entire building shall be painted with weather coat.

J. **ELECTRICAL:** concealed wiring (copper wire) Finolex/Max with circuit Breakers/MCBS.

Bed Rooms: 3 light points, 1 Fan point, one 5 amp. Plug point.

Drawing cum Dining room: Three light, one fan points, two 5 amp. Plug point, one calling bell point and one 15 amp plug point.

Kitchen: one light point, one exhaust fan point/ one chimney point, one 15 amp. Plug point.

Toilet: One light points, one exhaust fan point/gyser.

W.C.: One light point.

Balcony: One light point.

K. SANITARY & PLUMBING: All outer soil lines shall be provided with Supreme quality PVC pipes, outer water lines be provided with P.V.C. pipes, inside pipelines shall be concealed, well planned and equipped with S.W., outer lines to be provided and installed for underground water to be carried from the underground water reservoir to the overhead reservoir through a pump as per the specifications of the Architect.

i) TOILET: One Commode, one P.V.C. Cistern, two bib-cock, one shower and one wash basin in dining.

ii) Kitchen: one stainless still sink in kitchen.

iii) W.C.: One commode with P.V.C. cistern, one bib cock, one direct line of Supply of water.

L. WATER SUPPLY: PVC tank will be provided at top as per design. Suitable electric pump will be installed for round the clock water supply.

In connection with the quality and quantity of water supply the Developer shall not be responsible.

ROOF: over the R.C.C. roof only net cement finish.

parapet wall plastered and painted on both sides shall provide all around net cement finish.

EXTRA WORK:

In addition the above items if in landowners want in provide additional items or wants to change the specification of any item be allowed after getting the _ permission from the consulting engineer if he fulfills the following. An estimate for additional work or the estimate of change item shall be supplied by the Developer and the land OWNERS have to pay the total amount in advance to carry out these additional/changed items.

THIRD SCHEDULE ABOVE REFERRED TO
The common Portions and common facilities

1. COMMON PORTIONS shall mean and include roof terrace, passage corridors, stair case, lobbies, pump room, over-head water tank, water pump and motor and other facilities

that is usually given to the other purchaser for the use of the common parts for egress and ingress and right in undivided proportionate share of land with common enjoyment of Top floor.

2. The right of passage in common with other purchaser/s to get electricity, water connection, gas connection from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other part.

3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.

4. All essential and easement rights applicable to Ownership flat as per apartment rule and as possible in present and in future in that locality.

Both the owners and developer herein tied up a contract by this agreement dated mentioned above with full satisfaction, willingly without being instigated by others and both parties i.e. Land Owners and developer mentioned above signed, this agreement before the develop mentioned above have signed, this agreement before the witnesses by putting their signature accordingly as lawfully required.

FOURTH SCHEDULE ABOVE REFERRED TO
Covenants and common restrictions

The owners and all unit OWNERS shall always be strictly adhere to the following restrictions:-

The owners and/ or unit OWNERS shall not do the following

1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.

2. Violet any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.

3. Injure, harm, or damage the common portion or any other units in the new building' by making any alteration or withdrawing any support or otherwise.

4. Alter any portion, elevation or colour scheme of the new building.

5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.

6. Place or cause to be placed any article or object in the common portion.

7. Use any unit or any port thereof for any purpose other than the purpose meant for (Residential/ commercial)

8. Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.

9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

FIFTH SCHEDULE ABOVE REVERED TO
(THE COMMON EXPENSES)

1. Maintenance :- All cost of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating the common portions including the exterior or interior (but not inside any unit) walls of the new building.

2. Maintenance of Staff:- The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.

3. Association:- Establishment and all other expenses of the Association including the formation, office and miscellaneous expenses.

4. Common utilities:- All charges and deposits for suppliers of common utilities to the co-OWNER in common.

5. Electricity: - electricity charges for the electrical energy consumed for the operation of common portions.

6. Litigation: all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

7. Rates and Taxes: - Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-OWNER.

8. Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchaser/s occupier/s as called as legal expenses.

9. All other expenses and outgoings to be paid by the purchaser/s occupier/s as follows:-

   i) Changing of light point or light.

   ii) Changing of pipe for common purpose.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES :-

1. Moumita Chowdhury
Brahmapur, Kol-96

Debasis Ghosh
Madan Mohan Ghosh.

SIGNATURE OF OWNERS

2. Bodhisatwa Das
(Adv)
Alipore Police Court
Kol-27

For SAYANTIKA ENTERPRISE
Mita Das
Proprietress

SIGNATURE OF DEVELOPER

Drafted and Typed at my office & I read over & Explained in Mother Languages to all parties to this deed and all of them admitted that the same has been correctly written as per their instruction.

Bodhisatwa Das

Advocate
Enrolment No. WB 2138/09
Alipore Police Court,
Kolkata - 700027

MONEY RECEIPT

Received Sum of **Rs.8,00,000/-/-** (Rupees Eight Lakh) only as forfeit amount from the developer.

Date	Bank Name	Cheque No.	Amount
26.09.22	HDFC BANK, BRAHMAPUR BRANCH	000026	Rs. 4,00,000/-
26.09.22	HDFC BANK, BRAHMAPUR BRANCH	000027	Rs. 3,75,000/-
26.09.22	CASH		Rs. 25,000/-

Total-Rs. Rs.8,00,000/-/- (Rupees Eight Lakh) only

WITNESSES :-

1. Mousmila Chowdhury

2. Bodhisattwa Dm

Deba sis Ghosh
Madan Mohan Ghosh.

SIGNATURE OF LAND OWNERS

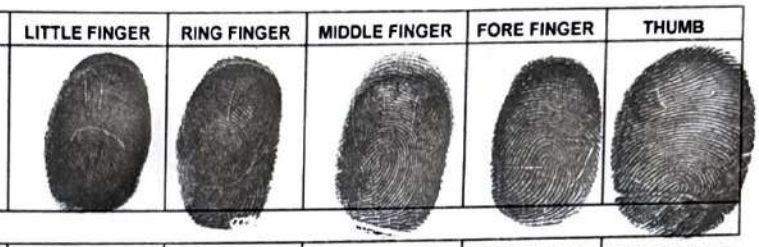
SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Madan Mohan Ghosh.

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Deba Pis Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Mita Das

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Major Information of the Deed

Deed No :	I-1603-15207/2022	Date of Registration	26/09/2022
Query No / Year	1603-2002877475/2022	Office where deed is registered	
Query Date	24/09/2022 1:08:08 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	BODHISATWA BASU ALIPORE POLICE COURT,Thana : Alipore, District : South24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8017932758, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 47,36,924/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 8,053/- (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:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brahmapur, , Premises No: 2138, , Ward No: 111 Pin Code : 700096

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 11 Chatak 6 Sq Ft	1/-	37,91,924/-	Width of Approach Road: 12 Ft.,
	Grand Total :				6.0981Dec	1 /-	37,91,924 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq Ft.	1/-	9,45,000/-	Structure Type: Structure
	Gr. Floor, Area of floor :700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	1400 sq ft	1 /-	9,45,000 /-	

and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr MADAN MOHAN GHOSH Son of Late KARTICK CHANDRA GHOSH Executed by: Self, Date of Execution: 26/09/2022 , Admitted by: Self, Date of Admission: 26/09/2022 ,Place : Office	 26/09/2022	 LTI 26/09/2022	Madan Mohan Ghosh. 26/09/2022
	A-37/1, BRAHMAPUR MORE, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ASxxxxxx3B, Aadhaar No: 26xxxxxxxx1348, Status :Individual, Executed by: Self, Date of Execution: 26/09/2022 , Admitted by: Self, Date of Admission: 26/09/2022 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr DEBASIS GHOSH, (Alias: Mr DABASISH GHOSH) Son of Late ANIL KUMAR GHOSH Executed by: Self, Date of Execution: 26/09/2022 , Admitted by: Self, Date of Admission: 26/09/2022 ,Place : Office	 26/09/2022	 LTI 26/09/2022	Debasis Ghosh 26/09/2022
	A-41, BRAHMAPUR MORE, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BAxxxxxx2R, Aadhaar No: 57xxxxxxxx2208, Status :Individual, Executed by: Self, Date of Execution: 26/09/2022 , Admitted by: Self, Date of Admission: 26/09/2022 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**MS SAYANTIKA ENTERPRISE** B/34, BRAHMAPUR SOUTH END, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 , PAN No.:: AKxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

epresentative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs MITA DAS (Presentant) Wife of Mr SHYAMAL DAS Date of Execution - 26/09/2022, , Admitted by: Self, Date of Admission: 26/09/2022, Place of Admission of Execution: Office	 Sep 26 2022 11:44AM	 LTI 26/09/2022	Mita Das 26/09/2022
	B/34, BRAHMAPUR SOUTH END, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0K, Aadhaar No: 87xxxxxxxx5123 Status : Representative, Representative of : MS SAYANTIKA ENTERPRISE (as SOLE PROPRIETOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Miss MOUMITA CHOWDHURY Daughter of Late P CHOWDHURY BRAHMAPUR, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096			Moumita Chowdhury
	26/09/2022	26/09/2022	26/09/2022
Identifier Of Mr MADAN MOHAN GHOSH, Mr DEBASIS GHOSH, Mrs MITA DAS			

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr MADAN MOHAN GHOSH	MS SAYANTIKA ENTERPRISE-3.04906 Dec
2	Mr DEBASIS GHOSH	MS SAYANTIKA ENTERPRISE-3.04906 Dec

Transfer of property for S1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr MADAN MOHAN GHOSH	MS SAYANTIKA ENTERPRISE-700.00000000 Sq Ft
2	Mr DEBASIS GHOSH	MS SAYANTIKA ENTERPRISE-700.00000000 Sq Ft

Endorsement For Deed Number : I - 160315207 / 2022

On 26-09-2022

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 10:48 hrs on 26-09-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mrs MITA DAS ,.

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 47,36,924/-

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

Execution is admitted on 26/09/2022 by 1. Mr MADAN MOHAN GHOSH, Son of Late KARTICK CHANDRA GHOSH, A-37/1, BRAHMAPUR MORE, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Retired Person, 2. Mr DEBASIS GHOSH, Alias Mr DABASISH GHOSH, Son of Late ANIL KUMAR GHOSH, A-41, BRAHMAPUR MORE, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Business

Indetified by Miss MOUMITA CHOWDHURY, , , Daughter of Late P CHOWDHURY, BRAHMAPUR, P.O: BRAHMAPUR Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by profession Others

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

Execution is admitted on 26-09-2022 by Mrs MITA DAS, SOLE PROPRIETOR, MS SAYANTIKA ENTERPRISE (Sole Proprietoship), B/34, BRAHMAPUR SOUTH END, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096

Indetified by Miss MOUMITA CHOWDHURY, , , Daughter of Late P CHOWDHURY, BRAHMAPUR, P.O: BRAHMAPUR Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,053.00/- (B = Rs 8,000.00/- ,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 8,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2022 9:49PM with Govt. Ref. No: 192022230128203998 on 24-09-2022, Amount Rs: 8,021/-, Bank: SBI EPay (SBIePay), Ref. No. 0654171782132 on 24-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 19960, Amount: Rs.5,000.00/-, Date of Purchase: 23/09/2022, Vendor name: Subhankar Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2022 9:49PM with Govt. Ref. No: 192022230128203998 on 24-09-2022, Amount Rs: 2,021/-, Bank: SBI EPay (SBIePay), Ref. No. 0654171782132 on 24-09-2022, 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 1603-2022, Page from 534057 to 534087

being No 160315207 for the year 2022.

Seal of the District Sub-Registrar III, South 24 Parganas

Digitally signed by Debasish Dhar
Date: 2022.11.01 13:19:09 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/11/01 01:19:09 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)