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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
18/09/24
ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

K 586612

2/2397141/24

certified that the Document is admitted to
Registration The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.

Additional Registrar
of Assurances II Kolkata



18 SEP 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 18th day of
September... 2024 (Two Thousand Twenty Four) in Christian Era.

BETWEEN

7334 17/9/2004
 No. Date Rs. 1000
 Name Narayan Ch. Majumdar
 Address
 P.S. Barrackpore
 Dist.
 Treasury - Barrackpore
 SUR
 17/9/2004
 1,50,000
 R. S. S.

Identified by me -
 Narayan Ch. Majumdar.
 Advocate
 Barrackpore Court
 5/0 Late Ramesh Ch. Majumdar
 157 M. B. Road, P.O. Birala
 P.S. Nimta, Kolkata-700051
 District North 24 Pgs.
 (Mob. 9830561929)



1
 ADDITIONAL REGISTRAR
 OF ASSURANCE-II, KOLKATA
 18 SEP 2004

SMT.ARPITA NATH BATABYAL (PAN-AMQPN1577K ,D.O.B.

07.06.1982,Voter ID No. BWC4148961, Aadhaar No. 9564 1522

3354] wife of Sri Ranjoy Krishna Nath, daughter of late Nanda Dulal Batabyal and Late Anjali Batabyal , by faith- Hindu, by Nationality- Indian, by Occupation - Housewife, residing at 161M.B. Road, Birati, P.O. & P.S.- Nimta, Kolkata- 700049, District- North 24 Parganas, West Bengal, hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include his/her/their legal heirs / representatives / successors / executors / administrators / legal representatives and assigns) of the **FIRST PART.**

A N D

M/S. M.D. CONSTRUCTION, a Proprietorship firm having its Office at 279/1, Madhya Nilachal, Birati, P.O. Nilachal, P.S. Airport, Kolkata- 700134, District - North 24 Parganas, represented by its sole Proprietor **SRI MADHAI DAS, (SRI MADHAI DAS (PAN- AGJPD9332P,D.O.B.**

05.11.1977, Voter ID No. WB/20/138/051208, Aadhaar No. 4651

7992 9162), son of Late Karnadhar Das, by faith- Hindu, by Nationality- Indian, by Occupation - Business, residing at 461/4, Nilachal, Birati, P.O. Nilachal, P.S.- Airport, Kolkata- 700134, District- North 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include his/her/their legal heirs / representatives / successors / executors / administrators / legal representatives and assigns) of the **OTHER PART.**

WHEREAS one Sri Manick Chandra Basu, son of Late Atal Behari Basu of Bisharpara, P.S. Airport, Kolkata- 700051, District North 24 Parganas purchased a plot of Sali Land measuring about 8 Cottahs out of 36 decimals, lying and situated at Mouza- Bisharpara, Touzi No. 172, R.S. No. 89, J.L.No. 5, R.S. Khatian No. 817, R.S. Dag No. 272 from Smt. Binapani Paul and other by virtue of a Saf Kobala which was duly registered in the office at Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 28, pages from 29 to 33 being Deed No. 406/1977 dated 21.01.1977.

AND WHEREAS said Sri Manick Chandra Basu, son of Late Atal Behari Basu also purchased 2 Cottahs Sali land which is adjacent to the plot of above mentioned land from Smt. Sandhya Roy by virtue of a Saf Kobala which was duly registered in the office at Sub-Registrar Bidhan Nagar, Salt Lake City and recorded in Book No. I, Volume No. 74, pages from 29 to 34 being Deed No. 3861/1986 dated 23.05.1986.

AND WHEREAS said Manick Chandra Basu, son of Late Atal Behari Basu become absolute owner above mentioned 10 (8+2) Cottahs land by strength of the aforesaid two Saf Kobalas and lawfully seized and possessed of the said property.

AND WHEREAS one Anjali Batabyal wife of Nanda Dulal Batabyal of Birati, Tulsi Bagan, Kolkata-700051 purchased 5 Cottahs land out of said 10 Cottahs land, lying and situated at Mouza- Bisharpara, Touzi No. 172, R.S. No. 89, J.L.No. 5, R.S. Khatian No. 817, R.S. Dag No.272 from said Manick Chandra Basu, son of Late Atal Behari Basu, by virtue of a Bengali Saf Bikroy Kobala which was **duly registered n the**

office at District Registrar Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 101 pages from 201 to 207 being Deed No. 6873/1992 dated 12.11.1992.

AND WHEREAS Nanda Dulal Batabyal, son of Late Aditya Kumar Batabyal who is/was husband of the said Anjali Batabyal died on 25.12.2017 and Anjali Batabyal wife of Late Nanda Dulal Batabyal died on 27.10.2020 leaving behind their only one married daughter namely Smt. Arpita Nath Batabyal, wife of Sri Ranjoy Krishna Nath (herein Land Owner) as their legal heir and successor in respect of the aforesaid plot of Sali land but physically Bastu Land measuring about 5 Cottahs more or less along with a Tile Shed room measuring about 800 sq.ft. which is lying and situated at Mouza- Bisharpara, Touji No. 172, R.S. No. 89, J.L.No.5, R.S. Khatian No. 817, R.S. Dag No. 272.

AND WHEREAS after demise of said Nanda Dulal Batabyal, son of Late Aditya Kumar Batabyal and Anjali Batabyal, wife of Late Nanda Dulal Batabyal, the **above named land owner Smt. Arpita Nath Batabyal wife of Sri Ranjoy Krishna Nath inherited the above mentioned property according to Hindu Succession Act** and mutated her name in the office of B.L. & L.R.O. and also before the North Dum Dum Municipality and also lawfully seized and possessed of and otherwise well and sufficiently entitled the said plot of Bastu Land measuring about 5 Cottahs more or less alongwith a tile shed room measuring about 800 sq.ft. which is lying and situated at Mouza- Bisharpara, Touji No. 172, R.S. No. 89, J.L.No.5, R.S. Khatian No. 817, L.R. Khatian No. 4710, R.S./L.R. Dag No. 272, P.S. Airport, in Ward No. 33,

Holding No. 296(817) North Nilachal, Kolkata-700134 under North Dum Dum Municipality, which is free from all encumbrances and morefully mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the above named land owner **Smt. Arpita Nath Batabyal wife of Sri Ranjoy Krishna Nath** has decided to construct a G+3 multi-storied building consisting of Flat, Garage, shops on the said plot of land morefully and particularly mention in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS due to her lack of experience and insufficient fund she engaged **M/S.M.D. CONSTRUCTION**, a Proprietorship firm having its Office at 279/1, Madhya Nilachal, Birati, P.O. Nilachal, P.S. Airport, Kolkata- 700134, District- North 24 Parganas, West Bengal, herein **DEVELOPER.**

AND WHEREAS upon discussion between the parties herein , it is agreed that the Developer namely **M/S. M.D. CONSTRUCTION** will construct the proposed multi storied building upon the said land mentioned in first schedule herein below with his own cost after obtaining the sanctioned building plan from North Dum Dum Municipality and after completion of total project said Developer shall obtain the completion Certificate from N.D.D.M. and **the said Developer has also agreed to handedover one Residential Flat on Ground Floor, being No. G-A, South side, measuring about 700 sq. ft. covered area**, with proportionate right of land and all other common facilities and amenities of the said G+3 storied building and premises according to sanction building plan **as Land Owner's**

Allocation hereinafter written and **non refundable amount of Rs. 60,000,00 (Rupees Sixty lakh) only in six installments in lieu of her land** morefully mentioned in the First Schedule hereunder written.

AND WHEREAS the Developer will entitle all remaining **constructed covered area** with proportionate right of land and all other common facilities and amenities of the said building and premises as **DEVELOPER'S ALLOCATION** and the Developer shall have every right to sell or transfer the same as Developer's allocation to any Purchaser at such consideration as the Developer think best fit and proper .

DEFINATIONS

1. **LAND OWNER** – shall mean **Smt. Arpita Nath Batabyal wife of Sri Ranjoy Krishna Nath .**
2. **DEVELOPER-** shall mean **M/S. M.D. CONSTRUCTION,** Proprietorship firm having its registered Office 279/1, Madhya Nilachal, Birati P.O. NilachaL, P.S. Airport, Kolkata- 700134, District- North 24-Parganas, W.B. represented by its sole proprietor consisting of **MR. MADHAI DAS (PAN-AGJPD9332P),** son of Late Karnadhar Das.
3. **BUILDING-** shall mean the complete **G+3** storied Building to be constructed at the said premises in accordance with the plan sanctioned by the appropriate Authority of North DumDum Municipality.
4. **COMMAN FACILITIES AND AMENITIES-** shall mean corridors, staircase, passage ways , Electric meter space , Pump Room , Tube

well , Overhead/ ground level storage tank , Water pump & Motor , Sewage Tank , Common Electric Meter , Common Lights and other facilities which may be mutually agreed upon between the parties and required for the establishment , location, enjoyment, maintenance and/or management of the Building.

5. **SALEABLE**- shall mean all the space in the Building available for independent use of the Developer.
6. **LAND OWNER's ALLOCATION** - shall mean **one Residential Flat on Ground Floor, being No. G-A, South side, measuring about 700 sq. ft. covered area of the proposed G+3 storied building according to sanction building plan as Land Owner's Allocation** against her land morefully mentioned in the **FIRST SCHEDULE** hereunder written.
7. **DEVELOPER's ALLOCATION** - shall mean except owner's allocation remaining constructed covered area of the said G+3 storied building together with proportionate right , title and interest of the land and common areas and facilities upon construction of the building on the said premises.
8. **ARCHITECT**-shall mean the person or persons who may be appointed by the developer for designing and planning of the said building with the approval of the land owner.
9. **BUILDING PLAN**- shall mean the plan to be sanctioned by the appropriate authorities of N.D.N.M. with such alteration or modification as may be made by the developers with the approval of the owners from time to time.

10. **TRANSFER-** shall mean transfer by possession and profession and by any other means what is understood as a transfer of space in multi storied building to purchase thereof .
11. **TRANSFeree** shall mean the person, firm, limited company; association of persons to whom may any space in the building has been transferred.
12. **CARPET AREA** - total inside floor area of the Flats/ Shop/Garage/Office.
13. **COVERED AREA / BUILT UP AREA** - shall mean Carpet area of the Flat + 50% thickness of the Common walls + 100% thickness of outer wall of the Flat/Shop + proportionate area of Corridor, Lift and Stair.
14. **SUPER BUILT UP AREA-** shall mean Covered area + 20% of covered area.

OWNER'S REPRESENTATION

- 01 The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises more fully mentioned in the **FIRST SCHEDULE** hereunder written.
- 02 There is no bar legal or otherwise for the owner to obtain the Certificate under 230A of the Income Tax Act, 1961 or consents and permissions that may be required.
- 03 The said premises is not vested under the Urban Land (Ceiling and Regulation) Act 1976.
- 04 Except the owner herein, no other person has any right, title, interest and possession in the said property more fully described in the First Schedule mentioned hereunder.

- 05 That the said property is free from all encumbrances, charges, liens mortgages, leases, attachments lispendants etc.
- 06 The owner herein is not under any agreement for sale or under any promotional agreement with any person whomsoever in respect of the said property or any portion thereof more fully described in the First Schedule mentioned hereunder.
- 07 No civil or criminal case is pending in any court of law in respect of the said property more fully described in the First Schedule mentioned hereunder.
- 08 The said property has neither been acquired nor requisitioned by any Public Authority including the Central Government, State Government, K.M.D.A, K.I.T., Metro Rail Authority, P.W.D, even no notice for acquisition or requisition of the said property has ever been served upon the owner herein.
- 09 Developer shall bear expenses for obtaining Parcha / Information Slip / Mutation Certificate and Conversation Certificate, if required, from BL & LRO in respect of the schedule property morefully mentioned in the First Schedule hereunder written.
- 10 That the Owner shall deliver vacant and khas possession of the said property to the Developer.
- 11 That the owner has not received any loan / advances from any Bank/Institution/Person against her said property more fully mentioned in the First Schedule mentioned hereunder.

DEVELOPER'S RIGHT & RESPONSIBILITY

1. The owner hereby grant subject to what has been hereinafter provided the exclusivity right to the developer to built , construct , erect and complete the said building comprising the various sizes of flats, shops and garage order to sell and the said commercial or residential places to the member of the public for their residential / commercial purposes by entering into agreement for sale and /or transfer all the constructed area in accordance with plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the owner.

2. The developer shall be entitled to prepare , modify or alter the plan with approval of the owner and to submit the same to the appropriate authorities in the name of the owner at its own cost and Developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities. The Developer shall complete **G+3** Storied Building over the said premises within **36 months** from the date of obtaining of sanctioned building plan from the North Dum Dum Municipality. The owner shall consider extra 6 months for finishing external work of the said building, if required.

3. The Developer will be at liberty to take loan from any financial institution for construction of the proposed multistoried building at its own risk and peril without mortgaging the said land and building as described in First schedule hereunder and the owners will have no liability for such loan.
4. That the ultimate roof right of the building shall be the land owner and the developer by equal share along-with proportionate share of land and other owners of the proposed building shall only use the said roof.
5. That the Developer shall be at liberty to negotiate for sale of the all flats, garages and shops areas of the said proposed building with any respective buyer/buyers in course of construction together with undivided proportionate share of the land as such consideration and on such terms and conditions and with such person and persons as the developer shall think best fit and proper.
6. That at the time of execution and or registration of Sale Deed or Deed of Conveyance in respect of the proposed building in favor of intending purchaser, the owner or 1st part shall join in the said sale deed as Vendor and to execute the same by the developer as her constitute attorney.

7. That the developer has absolute right to keep save custody original chain deed, up to date municipal tax receipt, bill in respect of under mentioned schedule property those will be delivered by the owner to the developer at the time of execution of this development agreement and the developer shall bear all tax and Khazanas of the under mentioned property from the date of execution of this agreement.

OWNER'S RESPONSIBILITY

01. The Owner shall execute a register Development Agreement and Development Power of Attorney in favour of the Developer to do the following works. Be it mentioned here that if required due to any Unavoidable circumstances, the owner shall further execute an revocable General Power of Attorney in favour of the Developer or the nominee/nominees authorizing to do the following works on her behalf.
- a. To get the Building Plan sanctioned by the North Dum Dum Municipality.
 - b. To represent the owner to all persons, authorities, Police Officer relating to the proposed construction of **G+3** storied building on the said land.
 - c. To execute and Register conveyance or conveyances in favor of the intending purchaser in respect of the Developer's allocation in the Building including undivided proportionate share of land.
 - d. To realize the entire consideration money from the intending purchasers in respect for selling of all Flats/Garages/Shops.

- 02 During the continuance of the agreement, the owner shall -
- a. Not to cause any obstruction or impediment to the construction or development of the said property or done or cause to be done any act which will be deemed to be obstruction to the Developer.
 - b. Permit the Developer, their architect and/or representative to use the said property for the purpose of survey, soil testing, preparation of building, site plan/building plan or other purposes relating to the construction of **G+3** Storied building for which the agreement is being entered into between the owners and the developer.
 - c. To allow the Developer and/or their representatives to use the resources of the land and the structures in such manners at the discretion of the Developer.
- 03 After delivery of the khas possession of the sand land to the Developer, the Developer shall have to pay all Municipal tax and Government Revenue.
- 04 That the Owner have not done any act, deeds, matters or things whereby or by reasons whereof, the Developer of the said property may be prevented or affected in any manner whatsoever.

APARTMENT CONSIDERATION

In consideration of the owner having agreed to permit the developer to sell the all Flats, Shops and Garages of the said premises and complete the building on the said premises and the Developer agrees-

- a) At their own cost shall obtain all necessary permissions and /or approvals and / or consents.
- b) In respect of the construction of building to pay costs of supervision of development, and construction of Owner's allocation in the building at the said premises.

- c) To bear all costs, charges and expenses for construction of the **G+3** storied building at the said premises including making the common undivided portion ready for use.
- d) The building is to be constructed and completed within **36 months** from the date of the sanction building plan of the North Dum Dum Municipality. Be it mentioned here that the owner shall consider extra 6 months for finishing external work of the said building, if required.

LAND OWNER'S ALLOCATION

- 1) The land owner has agreed to take a **Residential Flat on Ground Floor, being No. G-A, South side, measuring about 700 sq. ft. covered area** with proportionate right of land and all other common facilities and amenities of the said G+3 storied building and premises according to sanction building plan and the Developer shall pay non-refundable amount of **Rs.60,00,000/- (Rupees Sixty Lakh) only** to the above named land owner in following manner:-

1.	At the time of Execution of this Development Agreement	5,00,000.00
2.	At the time of Ground Floor Roof Casting of the said building.	15,00,000.00
3.	At the time of First Floor Roof Casting of the said building.	10,00,000.00
4.	At the time of Second Floor Roof Casting of the said building	10,00,000.00
5.	At the time of Third Floor Roof Casting of the said building.	10,00,000.00
6.	At the time of handed over the posession of the Land owner's allocation	10,00,000.00

- a. The Developer shall also construct, erect and complete at its own cost the entire common facilities and amenities for the said building.
- b. The Developer shall have no right title and interest whatsoever in owner's allocation and undivided proportionate share pertaining thereof in the land and in common facilities and amenities which shall solely and exclusively belong and continue to belong to the owner.
- c. The Developer shall have no right or claim for reimbursement of any cost, expenses or charges incurred by the Developer towards construction of owner's allocation and of the undivided proportionate share in common facilities mentioned in the Third Schedule hereunder written.
- d. The Land owner shall have no right title and interest whatsoever in the Developer allocation and undivided proportionate share pertaining thereof in the land and in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Developer.
- e. The Land Owner shall have no right or claim for reimbursement of any cost, expenses or charges incurred by the Developer towards construction of Developer's allocation and of the undivided proportionate share in common facilities mentioned in the Third Schedule hereunder written.

Be mentioned here the the above named Land Owner will get Rs.5,00,000/- (Rupees Five Lakh) only if the North Dum Dum Municipality sanction G+4 storied building on the said Land more fully mentioned in the First Schedule hereunder written.

DEVELOPER'S ALLOCATION

In consideration of the above mentioned Land owner's allocation, the Developer shall be entitled remaining constructed covered area of Ground Floor and entire 1st Floor to 3rd Floor of the said G+3 storied building as the Developer's allocation at the said premises together with proportionate undivided share in the said land and also together with proportionate share in common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the building after providing for the owners' allocation and said Developer one shall be entitled to enter into an agreement for sale in respect of said Developer's allocation and transfer its own name with any transferees for their residential / commercial purposes and to receive and collect money in respect thereof which shall absolutely to the developer and it is hereto expressly agreed by and between the parties hereto and that for the purpose of entering into such Agreement, it shall not be obligatory on part of the developers to obtain any further consent of the owners and this agreement by itself shall be treated as consent by Land

Owner. But it is to be mentioned herein that the Developer will positively handover the owner's allocation before transferring the Developer's possession to the intending purchaser/s in complete finished habitable condition.

BUILDING

- 01 The Developer shall at his own cost construct, erect and complete the **G+3** storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned by North Dum Dum Municipality with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed in the entirety by the Developer within 36 months from the date of Sanction of Building Plan. The owner consider extra 6 months time, if required from the date of expiry of 36 months.
- 02 The developer shall erect the said building at its own cost as per Specification and Drawing provided by the Architect , pump, tube-well ,water storage tank, overhead reservoirs, electrifications, permanent electric connections and until permanent electric connection obtained , temporary electric connection shall be provided and other facilities as per required to be provided as residential building self- contained apartment and constructed space for sell and/or residential flats and/or constructed space thereon on ownership basis.

- 03 The Developer shall be authorized in the name of owners in so far as the necessary to apply and obtain quotas , entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity , power , drainage , sewage and /or gas to the building , other inputs and facilities required for the construction of enjoyment of the building for which purpose the owner shall execute in favor of the Developer a Power of attorney and other authorizations as shall be required by the Developer.
- 04 The Developer shall at its own cost and expense and without creating any financial or other liability on the Owner constituency complete the building and / or apartment herein in accordance with the Building Plan and amendment thereto or modification thereof made or caused to be made by the Developer with the consent of Owner in writing.
- 05 All costs, charges and expenses including Architect Fees shall be paid , discharged and borne by the Developer and the said Owner shall have no liability in this context.
- 06 The Developer shall provide at its own cost complete the total inside and outside of the Owner's allocated Flat and common facility as per specification mentioned in Second Schedule hereunder.

COMMON FACILITIES

- 01 The Developer shall pay and bear the property tax and other dues and outgoings in respect of the said building according to dues as and from the date of handing over the vacant possession by the owner till handing over the completed the said building .
- 02 As soon as the building is completed in all respect and ready for use and the Electricity wiring , sewage line and water pipe lines are ready up to the said building in terms of the agreement and according to specification and Plan thereof.
- 03 As and from the date of completion of the said building the developer shall be responsible to pay and bear service charges for the common facilities in the building and the said charges to include proportionate share of premises for insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance of the common facilities renovation replacement, repair and maintenance charge and expenses for the building, and of common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations applications and equipments, stairways, corridors, passage ways and other common facilities whatsoever as may be mutually agreed from time to time.

LEGAL PROCEEDINGS

- 01 01.It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the Registered

Constituted Attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs , charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the owner specific may be required to be done by the developer and for which the developer may need the authority of the owner's application and other documents may be required to be signed or made by the owner's to which specific provision may not have been mentioned herein . The Owners hereby undertake to do all such acts , deeds , matters and other things that may be reasonably required to be done in the matter and the owner shall execute any such additional Regd. Power Of Attorney and/ or authorization as may be required by the developer for the purpose and owners also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the owner and/or go against the spirit of this agreement.

02. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the owner if delivered by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand or send by prepaid registered post to the Registered office of the Developer.

03. The name of the building will be settled in future by amicable discussions between the both parties.

04. As and from the date of completion of the building the developer and/or its transferees and/or their/his transferees shall each be liable to pay and bear proportionate charge on account of ground rent and wealth tax and other taxes payable in respect of their space.

05. There is no existing agreement regarding the development to sell of the said premises and that all other agreement if any prior to this agreement have been cancelled and are being supposed by the agreement and the owner agree to indemnify the developer against any or all claims made by any third party in respect of the said premises.

06. The owner undertake and agrees to execute and register all conveyance and transfer in favour of persons with whom the Developer or entire under any agreement as and when required by the Developer. The Stamp duty registration fees and all other expenses towards the Registration will be borne by the Developer or its assigns.

FORCE MEASURES

01. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force measure and shall be suspended the existence of the force measure and shall suspended from the obligations during the duration of the force measure.

02. Force measure shall mean flood, earth quake, riot, war, storm, tempest, civil commission, strike and/or other or further commission belong to the reasonable control of the developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of a Homesteaded **BASTU** land measuring an area of **5 (Five) Cottahs more or less along with a Tile Shed room with cemented flooring measuring about 800 (Eight hundred)sq. ft.** lying and situates at **MOUZA- BISHARPARA,** appertaining to J.L. No.5, R.S. No., 89, Touji No. 172, R.S. Khatian No. 817, **L.R. Khatian No. 4710, R.S./L.R. Dag No. 272, P.S. Airport,** District North 24 Parganas within the limit of A.D.S.R. O. Bidhan Nagar ,Salt Lake City, **in Ward No. 33, Holding No. 296(817) North Nilachal, Kolkata-700134** under North Dum Dum Municipality, which is butted and bounded by :-

ON THE NORTH : **16 Feet wide Road**

ON THE SOUTH : Land of Manick Bose

ON THE EAST : Land of Maya Chanda

ON THE WEST : Land of Sekhar Roy Gupta & other

SECOND SCHEDULE ABOVE RFEFERRED TO

(SPECIFICATION OF THE G+3 STORIED BUILDING)

R.C.C. Foundation with R.C.C. frame structure made with good quality materials.

Main Feature :

1. 24 hours water supply arrangement through underground and overhead storage tanks from deep tube-well of the premises.

2. Collapsible gate at the Main entrance of the building (Ground Floor).
3. Main gate at the entrance of the premises from the Municipal Road.

Doors & Windows:

Doors :

Frames of good quality Wood and Phenol bonded Flush Doors.

Windows

Aluminum Sliding windows with glass panel.

Flooring :

Tiles finished.

Kitchen : Tiles flooring, black stone cooking platform and stainless steel sink with two points of C.P. Bib cock. 2 feet glazed Tiles above Cooking platform.

Toilet : Tiles flooring and glazed tiles upto 6 feet. One Commode and Wash Basin.

Electricals : Copper electrical wiring throughout in concealed conduit with provision for light points, TV shokets with protective MCBs.

- 1) Concealed wiring in the flat.
- 2) Two lights, one fan, one plug point on each of the drawing/dinning and bed rooms.
- 3) One light, one 5 amps plug, exhaust point in kitchen for fridge etc.
- 4) One Calling bell point at the entrance of the flat.
- 5) One light and plug point in each W/C and W/C bath.
- 6) One light point in balcony.

Water Supply :

Water supply through Deep tubewell.

Paints :

All interior walls will be furnished with Plaster of Paris and Cement paints on exterior walls of the building.

- 1) All walls will be made smooth with plaster of paris.
- 2) Outside of the building will be coloured with snowcem seachem.

Additional Amenities :

Be it mentioned here that the extra works other than specified above shall be done by the Developer on receiving written instruments from the Purchaser/s at his costs and expenses for that the said extra works according to the choice and payment made by the Purchaser/s to the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO**(COMMON AREAS)**

- 1) Stair Case on the on the Floors& Lift.
- 2) Stair case landing on all floors.
- 3) Water Pump, Water Reservoir, Water Pipes and other common plumbing installation.
- 4) Electrical wiring matter and fittings (excluding these are installed for any particular flat).
- 5) Drains and Swears.
- 6) Boundary walls and main gates.
- 7) Pump Room.
- 8) Open spaces, passage from the building to the main road.
- 9) Foundation.
- 10) Boundary Wall & Ultimate Roof of the said building.

IN WITNESS WHEREOF this Parties hereto have set and subscribe their respective hands and seal on this day, month and year first above written.

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF:

1) *Narayan Ch. Majumder*
Advocate
Barrackpore Court

2) *Kamal Majumder*
157 M. B. Road
Birati, Kol- 51

Aspita Nath Bababyal
Signature of the Land Owner

M/s. M. D. CONSTRUCTION

Manish Das
Proprietor

Signature of the Developer

Drafted by :

Narayan Ch. Majumder
Narayan Ch. Majumder,

Advocate,
Barrackpore Court,
Enrolment No. WB-722/99

Typed by:

N.D.

N.Das
Birati, Kolkata-51

MONEY RECEIPT

I, **SMT. ARPITA NATH BATABYAL**, wife of Sri Ranjoy Nath (herein Land Owner) received with thanks an amount of **Rs.5,00,000/- (Rupees Five Lakh) only from M/S M.D. CONSTRUCTION** (herein Developer) in the following manner in presence of the following witnesses on the day, month and year first above written of this Development Agreement.

1. SBI New Town Terminus
Building Br. Ch. No. 635408
dated 09.12.2023 1,00,000.00
2. SBI New Town Terminus
Building Br. Ch. No. 635459
dated 06.05.2024 2,00,000.00
3. IDBI Pirati Br. Ch. No.
138937 dated 18.09.2024 1,00,000.00

5,00,000.00

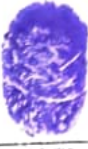
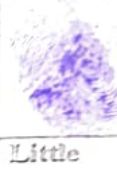
WITNESSES:

1) Sarayan Ch. Majumder.
Adv.

2) Kamal Majumder

Arpita Nath Batabyal
SIGNATURE OF LAND OWNER

PAGE NO. —
SPECIMEN FORM FOR TEN FINGERPRINTS

SL. No.	Signature of the Executants/ Presentants					
	 Arpita Nath Bhatnagar	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
	 Radha	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			

1



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
18 SEP 2024



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



192024250211567208

GRN Details

GRN:	192024250211567208	Payment Mode:	SBI Epay
GRN Date:	17/09/2024 20:33:39	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	9303778055513	BRN Date:	17/09/2024 20:34:11
Gateway Ref ID:	44761513	Method:	State Bank of India WIBMO PG CC
GRIPS Payment ID:	170920242021156719	Payment Init. Date:	17/09/2024 20:33:39
Payment Status:	Successful	Payment Ref. No:	2002397141/2/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr K SARKAR
Address:	BELGHORIA
Mobile:	6291949578
Period From (dd/mm/yyyy):	17/09/2024
Period To (dd/mm/yyyy):	17/09/2024
Payment Ref ID:	2002397141/2/2024
Dept Ref ID/DRN:	2002397141/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002397141/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2002397141/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	7042

IN WORDS: SEVEN THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1902-11120/2024	Date of Registration	18/09/2024
Query No / Year	1902-2002397141/2024	Office where deed is registered	
Query Date	09/09/2024 3:46:44 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	K Sarkar Belgharia, Thana : Belgharia, District : North 24-Parganas, WEST BENGAL, PIN - 700056, Mobile No. : 8240401589, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 44,40,001/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: North Nilachal, Mouza: Bisharpara, , Ward No: 33 JI No: 5, Pin Code : 700134

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-272 (RS :-)	LR-4710	Bastu Shali	5 Katha	1/-	42,00,001/-	Width of Approach Road: 16 Ft.,
Grand Total :				8.25Dec	1 /-	42,00,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	800 Sq Ft.	1/-	2,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		800 sq ft	1 /-	2,40,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Arpita Nath Batabyal Wife of Mr Ranjoy Krishna Nath Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office		 Captured	
	18/09/2024	18/09/2024	LTI	18/09/2024
161 M B Road Birati, City:- , P.O:- Nimta, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.: amxxxxxx7k, Aadhaar No: 95xxxxxxxx3354, Status :Individual, Executed by: Self, Date of Execution: 18/09/2024 , Admitted by: Self, Date of Admission: 18/09/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	M D Construction 279/1 Madhya Nilachal Birati, City:- , P.O:- Nilachal, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700124 Date of Incorporation:XX-XX-2XX2 , PAN No.: agxxxxxx2p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Madhai Das (Presentant) Son of Late Karnadhar Das Date of Execution - 18/09/2024, , Admitted by: Self, Date of Admission: 18/09/2024, Place of Admission of Execution: Office		 Captured	
	Sep 18 2024 1:24PM	18/09/2024	LTI	18/09/2024
461/4 Nilachal Birati, City:- , P.O:- Nilachal, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700134, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: agxxxxxx2p, Aadhaar No: 46xxxxxxxx9162 Status : Representative, Representative of : M D Construction				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Narayan Chandra Majumder Son of Late Ramesh Chandra Majumder 157 M B Road, City:- , P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051		 Captured	
	18/09/2024	18/09/2024	18/09/2024
Identifier Of Mrs Arpita Nath Batabyal, Mr Madhai Das			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Arpita Nath Batabyal	M D Construction-8.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Arpita Nath Batabyal	M D Construction-800.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: North Nilachal, Mouza: Bisharpara, ,
Ward No: 33 JI No: 5, Pin Code : 700134

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 272, LR Khatian No:- 4710	Owner:অর্পিতা নাথ বটব্যাল, Gurdian:নন্দ দুলাল বটব্যাল, Address:মির্জা , Classification:শালি, Area:0.08000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190211120 / 2024

On 18-09-2024

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 12:58 hrs on 18-09-2024, at the Office of the A.R.A. - II KOLKATA by Mr Madhai 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 44,40,001/-

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

Execution is admitted on 18/09/2024 by Mrs Arpita Nath Batabyal, Wife of Mr Ranjoy Krishna Nath, 161 M B Road Birati, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession House wife

Indetified by Mr Narayan Chandra Majumder, , Son of Late Ramesh Chandra Majumder, 157 M B Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-09-2024 by Mr Madhai Das,

Indetified by Mr Narayan Chandra Majumder, , Son of Late Ramesh Chandra Majumder, 157 M B Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,105.00/- (B = Rs 5,000.00/- ,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 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/09/2024 8:34PM with Govt. Ref. No: 192024250211567208 on 17-09-2024, Amount Rs: 5,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9303778055513 on 17-09-2024, 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 7334, Amount: Rs.5,000.00/-, Date of Purchase: 12/09/2024, Vendor name: R Sur

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/09/2024 8:34PM with Govt. Ref. No: 192024250211567208 on 17-09-2024, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9303778055513 on 17-09-2024, Head of Account 0030-02-103-003-02

hmg

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2024, Page from 646227 to 646262
being No 190211120 for the year 2024.



21/9

Digitally signed by SATYAJIT BISWAS
Date: 2024.09.21 11:17:08 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 21/09/2024

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.