

03327/2022

I-03247/2022

भारतीय न्याय

एक सौ रुपये

Rs.

₹. 100



ONE HUNDRE

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Certified that the provisions of Section 17 of the Registration Act and the endorsement sheets attached to this instrument are the part of this Document.

Additional Items of Account

9 APR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 09th day of April Two Thousand Twenty Two (2022)

BETWEEN

367

(1) **SMT. JASBINDER KOUR** (having PAN : BJPPK3498F, Aadhaar No. 5563 0819 3277) wife of Sri Aniruddha Sinha, permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas, by occupation- Service, by faith Hindu, by Nationality- Indian and (2) **SRI ANIRUDDHA SINHA** (having PAN : CEFPS4136C, Aadhaar No. 798775142691) son of Sri Ashutosh Sinha, permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas, by occupation- Service, by faith Hindu, by Nationality- Indian, hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, executors, administrators representatives nominees and assigns) of the **ONE PART**.

- AND -

GAYEN CONSTRUCTION (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata - 700059. by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041. by occupation- Business, by faith – Hindu, by Nationality Indian, hereinafter referred to as the

“**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office and assigns) of the **OTHER PART**.

WHEREAS:

A) One Smt. Kamala Bala Das was the owner of land measuring an area of 5 (five) Cottahs be the same a little more or less comprised in C.S. & R.S. Dag No. 200 under Khatian No. 171, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, within the jurisdiction of Khardah Police Station, in the District of North 24 Parganas by virtue of purchase from The New Barrackpur Co-Operative Society Homes Limited, by a registered **Deed of Sale** registered at the office of the Sub-Registrar Barrackpur and recorded in Book No. I, Volume No. 12, Being No. 168 in the year 1978 on 09/01/1978 against valuable consideration mentioned thereon. After purchased the said land, the said Smt. Kamala Bala Das duly mutated her name in the New Barrackpur Municipality, Being Municipal Holding No. 130, under Ward No. 1, as absolute owner and possessor thereof.

B) While seized and possessed of the said plot of land measuring an area of 5 (five) Cottahs, the said Smt. Kamala Bala Das referred therein as the Vendor sold transferred and conveyed her right title and interest of said land to one **Samarendranath Saha** son of Shri Kalipada Saha, resident of No. 1/5, Sir Gurudas Road, P.S. Beliaghata, Kolkata, referred therein as the Purchaser, by a registered **Deed of Sale** registered at the office of the District Registrar Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 53, Pages from 216 to 222, Being No. 3006 in the year 1978 on 10/07/1978 against valuable consideration mentioned thereon.

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

Details

GRN: 192022230004541651 **Payment Mode:** Online Payment
GRN Date: 08/04/2022 14:05:06 **Bank/Gateway:** State Bank of India
BRN : CKT3594547 **BRN Date:** 08/04/2022 14:04:32
Payment Status: Successful **Payment Ref. No:** 2001042771/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: GAYEN CONSTRUCTION
Address: 68/118 AMARPALLY RD KOL 74
Mobile: 7980857969
Depositor Status: Buyer/Claimants
Query No: 2001042771
Applicant's Name: Mr SHAIKH SELIM ALI
Identification No: 2001042771/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001042771/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	4920
2	2001042771/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	
			Total	4941

IN WORDS: FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

C) While seized and possessed of the said plot of land measuring 05 Cottahs, the said **Samarendranath Saha** duly recorded his name to the BL & LR office in L.R. Settlement Operation being **L.R. Khatian No. 1093** and the said R.S. Dag No. 200 has been converted into **L.R. Dag No. 1572** and the office authority recorded the said land measuring 08 Decimals as 0.8000 share out of total 10 Decimals as absolute owner and possessor thereof.

D) While seized and possessed of the said plot of land measuring 05 Cottahs equivalent to 08 Decimals more or less, the said **Samarendranath Saha** died on 17/11/2012 intestate leaving behind his wife namely Smt. Gitarani Saha, one son Shri Subir Saha and one daughter Smt. Sujata Chandra as his legal heirs to his estate and they become the owners of said land in terms of the Hindu Succession Act. 1956 and/or by virtue of inheritance from their husband and father respectively absolutely free from all encumbrances whatsoever.

E) While seized and possessed of the said plot of land, the said (i) Smt. Gitarani Saha, wife of late Samarendranath Saha (2) Shri Subir Saha, son of late Samarendranath Saha and (iii) Smt. Sujata Chandra, Daughter of late Samarendranath Saha all resident of 130, Main Road (East), P.O. New Barrackplur, P.S. Ghola, District North 24 Parganas, Kolkata- 700 131 jointly referred therein as the Vendors sold transferred and conveyed their right title and interest of said rayat dakhali bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** vacant bastu land comprised in C.S. & R.S. Dag No. 200. **L.R. Dag No. 1572** under L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130, Ward No. 01, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas to (1) **Swapan Das** son of Late Upendra Nath

Das, resident of 242, S.N. Banerjee Road, P.O. New Barrackpore, P.S. Ghola now P.S. New Barrackpur, Kolkata- 700 131, District- North 24 Parganas and (2) **Bivash Baran Dey** son of Late Mrinal Kanti Dey, resident of Rabindrapally, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District- North 24 Parganas, jointly referred therein as the Purchasers, by a registered Deed of Sale (bengali language- Suff Bikray Kobala) registered at the office of the District Sub-Registrar-I North 24 Parganas Barasat and recorded in Book No. I, Volume No. 1501-2020, Pages from 37181 to 37219, Being No. 150100935 in the year 2020 registered on 03/02/2020 which executed on 24/01/2020 against valuable consideration mentioned thereon.

F) While seized and possessed of the said plot of said land by virtue of above purchase, the said **Swapan Das** duly recorded his name in respect of land measuring 1 (one) Cottah 12 (twelve) Chittacks as $\frac{1}{2}$ share out of said 3 Cottahs 8 Chittacks to the BL & LR office in L.R. Settlement Record of Rights being **L.R. Khatian No. 2120** comprised in L.R. Dag No. 1572 and **Bivash Baran Dey** duly recorded his name in respect of land measuring 1 (one) Cottah 12 (twelve) Chittacks as $\frac{1}{2}$ share out of said 3 Cottahs 8 Chittacks to the BL & LR office in L.R. Settlement Record of Rights being **L.R. Khatian No. 2128** comprised in L.R. Dag No. 1572, as absolute owners and possessors thereof and thereafter they have mutated their names to the New Barrackpur Municipality being new Municipal Holding No. 130/1 also, and thereafter they made thereon 200 sft. tiles shaded cement flooring rooms for their residential purpose.

G) While seized and possessed of the said property the said (1) **Swapan Das** son of Late Upendra Nath Das, resident of 242, S.N. Banerjee Road, P.O. New Barrackpore, P.S. Ghola now P.S. New Barrackpur, Kolkata- 700 131, District- North 24 Parganas, West Bengal and (2) **Bivash Baran Dey** son of Late Mrinal

Kanti Dey, resident of Rabindrapally, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District- North 24 Parganas, West Bengal, jointly sold transferred and conveyed their right title and interest of said plot of bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** with tiles shaded rooms measuring 200 sft. more or less comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under present **L.R. Khatian Nos. 2120 & 2128** which comes from previous L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130/1, Ward No. 01, within the jurisdiction of within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas to (1) **Smt. Jasbinder Kour** wife of Sri Aniruddha Sinha and (2) **Sri Aniruddha Sinha** son of Sri Ashutosh Sinha, both permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur. Kolkata- 700041. District- South 24 Parganas (the **OWNERS** herein) referred therein as the Purchasers, by a registered **DEED OF CONVEYANCE**, registered at the office of the A.R.A.-I, Kolkata and recorded in Book No. I, Being No. **190103061** in the year 2022 on 04/04/2022 against valuable consideration mentioned thereon.

H) By virtue of above purchase. the said Owners are jointly seized and possessed of the said bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** with tiles shaded rooms measuring 200 sft. more or less comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under present **L.R. Khatian Nos. 2120 & 2128** which comes from previous L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130/1, Ward No. 01, within the jurisdiction of within the jurisdiction of Khardah, thereafter Ghola now

New Barrackpur Police Station, in the District of North 24 Parganas (hereinafter called as the said PROPERTY) described in the First Schedule hereinafter written and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever and have the full right to sell, convey, transfer, mortgage, lease, enter into various agreement including **DEVELOPMENT AGREEMENT** as the owners herein shall think fit and proper.

I) Now, the present owners intend to develop the said property by raising construction of a multi-storied building thereon, but due to paucity of funds and lack of experience, the land owners could not proceeds further and finding no other alternative, they have decided to appoint one reputed Developer who will be able to undertake the aforesaid job and in that case the land owners shall not be able and/or responsible for constructional works of the proposed building on the aforesaid land.

J) On hearing such intention of the land owners, the present Developer approached to the land owners that the present Developer agreed to undertake the aforesaid job, where the said owners accepted the said proposal of the said Developer under some terms and conditions mentioned hereinafter written for such development of the aforesaid property by raising construction of said building

K) Now, both the parties herein have agreed to enter into this **DEVELOPMENT AGREEMENT**, stating the terms and conditions in details to avoid any litigations which may or may not be arise in future by and between the parties herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. The land owners shall permit the Developer to construct the said building on the First schedule mentioned property in accordance with the sanctioned building plan to be approved from the New Barrackpur Municipality or other authority or authorities as the Developer herein shall think fit and proper.
2. The land owners shall hand-over the original documents of the aforesaid property to the Developer at the time of execution of this Agreement, which shall keep under the custody of the Developer and during the course of construction, the owners shall not be entitled to claim the same.
3. It is agreed by the parties that the owners will hand over the vacant and peaceful possession of the schedule mentioned property to the Developer within 7 (seven) days from the execution of this Development Agreement and subsequently the Developer shall take all necessary steps for soil testing and other incidental purposes, so that the Building shall be construct at an early date
4. It is agreed by the Parties that the land Owners shall be entitled to get (i) 40% (forty percent) on construction area as complete position from the said Developer and the said constructed areas will be full complete and habitable nature together with the facilities of water and electricity connection together with proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the said proposed building mentioned in the **Schedule- 'A'** of the Second Schedule hereinafter written .
5. It is needless to mention herein that the aforesaid **40% (forty percent)** constructed areas will be treated as a total consideration of the schedule mentioned

property of the owners and the owners have the full rights to use, enjoy or sell, convey, transfer, Mortgage, lease etc. the same to others at any consideration or under any terms and conditions as the land Owners shall think fit and proper and in that case the Developer shall never raise any objection or claim thereto in any manner whatsoever. The remaining 60% constructed areas of the proposed building (mentioned in the Schedule- 'B' of the Second Schedule hereinafter written) will be exclusively belong with the **DEVELOPER** together with rights to use, enjoy or sell, convey, transfer Mortgage, lease etc. the same to others at any consideration or under any terms and conditions as the Developer shall think fit and proper and in that case the owners shall never raise any objection thereto in any manner whatsoever.

6. It is agreed by the parties that the Developer shall complete the total constructional works of the proposed building within **24 (twenty four) months** from the date of registration of this Development Agreement and extended period for **6 (six) months** also for any natural calamities. After completion of the said building, the Developer will hand over vacant and peaceful possession of the land owners portion within the said time period. But if the Developer fails to hand over the owners allocation within the said time period, then the Developer bounds to pay a sum of Rs. 10,000/- (Rupees ten thousand only) **per month** to the land owners as **compensation** till to hand over the owners allocation.

7. The cost/incidental cost for obtaining mutation done in the name of the owners for the scheduled property as mentioned hereinafter written is to be borne by the Owners.

8. It is agreed that the cost of the sanctioned plan, revised sanctioned plan, its amendments and modifications of the entire building including Architect's Fees

~~are~~ to be borne by the said Developers, all Corporation rents and taxes of the said property prior to handing over of the vacant possession of the said land to the Developer for construction of the proposed building shall be borne by the owners, but the Developer shall pay the Corporation rents rates from the date of taking over the possession of the said property till handing over of the constructed property to the owners.

9. It is agreed that upon the completion and handing over of the said proposed building, the taxes of the occupied constructed areas shall be borne by the owners and the Developer shall also pay the maintenance charges proportionately against their allocated portion which to be determined by the Apartment Owners Association and the New Barrackpur Municipality office.

10. It is agreed by the parties that the **Developer** shall be entitled to enter into any Agreement for Sale in respect of their **remaining 60%** constructed areas to different prospective buyer and simultaneously to sale out those portions either in a manner of flats or covered areas to different buyers against such monetary consideration which the Owners shall not be entitled to interest in any manner whatsoever.

11. It is agreed by the parties that the **Land Owners** shall be entitled to enter into any Agreement for Sale in respect of their **40%** (forty percent) constructed areas to different prospective buyer and simultaneously to sale out those portions either in a manner of flat/s to different buyers against such monetary consideration which the Developer shall not be entitled to interest in any manner whatsoever

12. It is agreed by and between the parties that after completion of the said building, the Developer shall hand-over the allocated portions to the Owners at

~~first time~~, and thereafter the Developer shall be entitled to hand-over to others prospective buyers against their (developer) allocated portion and subsequently the Developer has the liberty to execute and register proper Deed of Conveyance in favour of the owners if required.

13. The owners shall not be entitled to claim any other portion or portions of the constructed and covered areas of the proposed building. Further the Owners shall not be entitled to claim any amount of sale proceeds received by the Developer from the purchasers of the different other portions, areas, flats including proportionate share of the land belongs to the Developer for their (Developer) allocated portion.

14. It is agreed by and between the parties that the name of the Building will be settled by the owners and Developer later. The Developer and land owners shall be entitled to fix a Sign Board, as the Developer think fit and proper on the said property for Advertisement and inserting in News papers for advertisement media for the purpose of transfer their (developer) allocated portion and the Developer has/have the liberty to choose the same of the said building and which to be constructed by them on the schedule mentioned property.

15. The Developer shall have the absolute right to appoint Architect for supervision of the structural construction of the foundation, basements pillars, structures, basements beams, concretes, overhead reservoir, electrical and plumbing fixtures and materials used for constructions, sewerage etc. shall do so exclusively at their (Developer) own costs and expenses however the owners shall also have option to choose any Architect/Supervision of their (owners) own costs and expenses against their (owners) allocated portion only, within the terms and

~~conditions~~, materials, fixtures etc. which shall be used whether mentioned herein ~~after or any~~ agreement entered after this Development Agreement.

16. The owners shall extend and offer all necessary facilities and co-operation to the Developer for obtaining permanent connection of water supply electric connection with meter (s) drainage, sewerage, telephones and similar other installations needed for completion of the proposed building in which the building will be in fully complete in all respects and in habitable nature.

17. For the purpose of construction for the said building, the Architects, Engineers, other Technical experts and all workmen shall be appointed by the Developer and the Developer shall be responsible for making payments to each and every one of them. The owners shall have no liability or responsibilities for making such payment to any of them either during the construction period or after completion of construction or at any point of local hazards steps for solving the same at their/his own costs and expenses and in that case, the owners shall extend all sorts of co-operation in favour of the Developer.

18. It is agreed that in the event of any damage or injury arising out from accident of carelessness of the workmanship and subsequently victimizing such work men or any other persons whatsoever of causing any harm to the property during the course of construction the Developer shall bear the responsibility and liability thereof and shall keep the owners their estate and effect save and harmless and indemnify against all suits, cases, claims, demands rights and actions in respect of such eventualities.

19. It is agreed that no portions of the constructed building shall be used by either party to this agreement for any unlawful illegal immoral otherwise that those

~~described~~/depicted in the sanctioned building plan, such as car parking space or **Garage** or Residential flats, mentioned in the Ground floor plan or on the user floors.

20. It is agreed that the owners whenever it becomes lawfully necessary shall bound to sign on papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed building till complete of the total constructional works of the building or for disposal and sale of any and/or all portions of the Developer allocated portions/areas without raising any objection thereto in any manner whatsoever. And it is agreed that the Developer whenever it becomes lawfully necessary shall bound to sign on papers and execute documents in connection with the construction period of the proposed building till complete of the total constructional works of the building or for disposal and sale of any and/or all portions of the Owners' allocated portions/areas without raising any objection thereto in any manner whatsoever.

21. Both the parties hereto agreed that the terms and conditions contained in this agreement and shall be adhered to the most cordial and friendly manner. If any complication beyond the agreed terms and conditions incorporated in this agreement both parties shall try to settle the said dispute at bi-parties level.

22. It is agreed by and between the parties that the Developer herein has the absolute right to demolished the existing structure/trees etc. on the aforesaid land at their own costs and expenses and sell, convey and /or transfer the same to others and take sale proceeds of the same and in this connection the Owners shall never raise any objection thereto in any manner whatsoever or the land owners

have full right to demolished and sell the same and take sale proceeds where the developer shall never raise any objection.

23. However, if any dispute or differences in opinion arises between the parties in this agreement for effective interpretation of the terms and conditions herein, the same shall be referred either to an Advocate or Arbitrator chosen jointly by the parties hereto or to such separate Advocate who will be appointed by one of such party together with rights to appoint an umpire and whose decision shall be final and binding on both the parties.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :
(Description of entire land)

ALL THAT piece and parcel of a plot of rayat dakhali swattiya bastu land admeasuring an area of total **3 (three) Cottahs 8 (eight) Chittacks 0 (zero) Square Feet** more or less comprised in C.S. & R.S. Dag No. 200, present **L.R. Dag No. 1572** (one thousand five hundred seventy two) under present **L.R. Khatian No. 2120** (in the name of Swapan Das, previous owner) and **L.R. Khatian No. 2128** (in the name of Bivash Baran Dey, previous owner) both Khatians comes from previous L.R. Khatian No. 1093 and the said land is clearly as under as per Dag and Khatian-wise :-

Agreement holding land area	Share	Out of total	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of land with residential structure details
01K-12-Ch.- 00 Sft.	0.2890	10 Decimals	1572	2120	Bastu with cement flooring 100 sft. tiles shaded room structure

03K-08Ch.-00 Sft.	0.2890	10 Decimals	1572	2128	Bastu with cement flooring 100 sft. tiles shaded room structure
03K-08Ch.-00 Sft. in total with 200 sft. tiles shaded room structures (with cemented floor)					

The aforesaid land with structure lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, new Municipal Holding No. 130/1, Ward No. 01, local area/road- **Haripada Biswas Sarani**, PIN- 700131, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, under Additional District Sub-Registrar Office Barrackpur, now A.D.S.R. office Sodepur, in the District of North 24 Parganas, State – West Bengal, together with all easement rights of the said land.

It is clearly stated herein that the land owners hereby entered into this Development Agreement with the present Developer in respect of the said land measuring **3 (three) Cottahs 8 (eight) Chittacks 0 (zero) Square Feet** more or less with tiles shaded 200 sft. rooms together with all easement rights and for greater clearance, one **site plan** is annexed herewith marked by **RED** border which will be treated as a part of this indenture.

The said landed property is butted and bounded as under :-

ON THE NORTH BY : Land and House of Gitarani Saha and others
and 8'-0" wide common passages.

ON THE SOUTH BY : 10'-0" wide Municipal Road and land of Tarun Roy

ON THE EAST BY : Landed property of Manjurani Das

ON THE WEST BY : Landed property of Sandhya Sarkar.

SECOND SCHEDULE ABOVE REFERRED TO:**Schedule - 'A'****(Description of OWNERS' ALLOCATION)**

It is agreed by the Parties that the Owners shall be entitled to get 40% (forty percent) constructed areas from the developer under the following manner :-

- (i) Covered Car Parking Spaces at the North-East and North-West side of the Ground floor ;
- (ii) Flats at the North-East and North-West side of the First, Second, Third, Fourth / Top floor ;

as complete and habitable nature together with the facilities of water and electricity connection together with proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the said building and the owners have the full rights to use, enjoy or sell, convey, transfer, Mortgage, lease etc. the same to others at any consideration or under any terms and conditions as the land Owners shall think fit and proper on the said allocated portion of the land Owners and in that case the Developer shall never raise any objection or claim thereto in any manner whatsoever.

Schedule – 'B'
(Description of DEVELOPER'S ALLOCATION)

It is agreed by the Parties that the Developer shall be entitled to get remaining 60% (sixty percent) constructed areas under the following manner :-

- (i) Covered Car Parking Spaces at the South-West and South-East side of the Ground floor ;
- (ii) Flats at the South-West and South-East side of the First, Second, Third, Fourth / Top floor ;

as complete together with the facilities of water and electricity connection together with proportionate, undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the said building and the **Developer has/have the full rights to use, enjoy or sell, convey, transfer, Mortgage, lease etc. the same to others at any consideration or under any terms and conditions as the Developer shall think fit and proper** on the said allocated portion of the developer and in that case the land Owners shall never raise any objection or claim thereto in any manner whatsoever. The building to be constructed on the said land mentioned in the First Schedule hereinabove written.

DESCRIPTION of the building:-

1. **STRUCTURE** : R.C.C. Frame structure as per specification given by the consultant
2. **BUILDING** : Reinforced cement Concrete frame building with Grand Floor Plus Top floor.
3. **FLOOR & ROOF** : R.C.C. with adequate thickness and the Roof Right will be enjoyed by the owners, Developer and other flat owners. And the Developer & Owners if they provide tower (any company) will stand in the roof in such case the other co-owners will have no objection for this manner.
4. **BRICK AND CEMENT WORK** : Standard bricks and cement the walls will be made of 5" to 8" thick and the inner partition walls will be made 5" thick walls with brick work. All the exposed surface of the concrete and brick work will be finished with cement and plaster.
5. **FLOOR FINISH** : All the floors will be provided by Marble/Floor tiles.
6. **BATH ROOM** : Provisions of taps and showers with flooring marble.
7. **TOILET** : Provision would be made for Indian Type Pans, flooring marble.
8. **KITCHEN** : Floor tiles.
9. **WINDOWS** : Windows shall be made by Aluminium Grills of local made with glass.
10. **DOORS** : All doors will be flush type, shutters of standard quality wooden frames and only main wooden door wood priming will be coated over the wooden doors.
11. **LIFT** : One Lift will be provided for the Developer at the time of running electricity.
12. **ELECTRICAL WIRING** : All wiring will be covered with concealed and switch fitting and Developer will bear necessary expenses to install electric meter from WBS&EDCL Ltd.
13. **WATER AND PIPE LINES** : All external and internal water and sanitary pipe lines shall be laid and fixed as per drawings. All the rain water line shall be standard black PVC pipes. All external and internal water supply line shall be laid using medium quality PVC pipes and fittings.

IN WITNESS WHEREOF the Owners and the Developer have hereunto set and subscribed their respective hands and seal after going through the contents of this Development Agreement on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the Parties at Kolkata in presence of :

1. Shaikh Selim Ali
Sp - Rahamat Ali Shaikh
Kanchpurus, P.O - Hatgacha
P.S - K.L.C, South 24 Parganas
Kolkata - 700156
Advocate.

Jasbinder Kaur
Anisudha Sinha

SIGNATURE OF THE OWNERS

2. Rahamat Ali Shaikh
S/O - Ahmad Shaikh
Kanchpurus
P.O - Hatgacha
P.S K.L.C
24 P.S (S), Kol - 700156

GAYEN CONS
Binao Crayen
Anisudha Sinha
Partners

SIGNATURE OF THE DEVELOPER

Drafted and -
Prepared by me :
(As per instructions of both the parties)

Shaikh Selim Ali
(**SHAIKH SELIM ALI**)
Advocate

Enrol. No. : **F/1131/978/2016**
Judges' Court, Barasat, 24 Parganas (N)

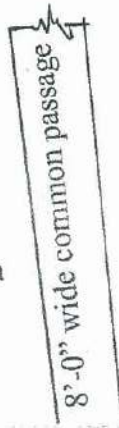
Composed by:
RK
(**Rahamat Shaikh**)
A.D.S.R. Office - Bidhannagar Kolkata-91

03 COTTAGES & CHITTAKS 0 SFT. MORE OR LESS COMPRISED
UNDER R.S. KHATIAN NO. 171 AT PRESENT L.R. KHATIAN NOS.
BARRACKPUR, J.L. NO 35 UNDER NEW BARRACKPUR MUNICIPALITY,
HOLDING NO 130 1 POST & P.S. NEW BARRACKPUR, DISTRICT NORTH



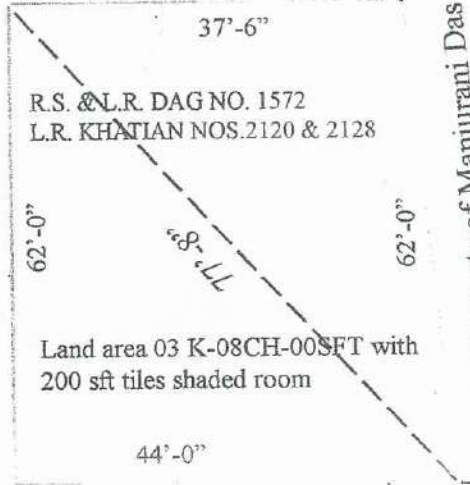
Land & House of Gita
Rani Saha & others

29'-6"



37'-6"

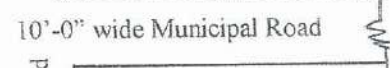
Landed Property of Sandhya Sakar



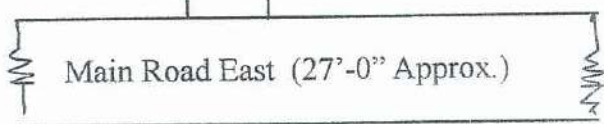
Landed Property of Manjurani Das

Bimol Chakraborty
Aniruddha Saha
Sig. of Developer

Land of Tarun Roy



10'-0" wide Municipal Road



Jasbinder Kaur
Aniruddha Saha
Sig. of Law owner

UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

Signature of the
Mortgagee/Bank/Owner/
Lessor/Deponent/Claimant /Lessee



Binoy Dasgupta

Little	Ring	Middle	Fore	Thumb
Left Hand				
Thumb	Fore	Middle	Ring	Little
Right Hand				

Signature: Binoy Dasgupta



Aniruddha Dasgupta

Little	Ring	Middle	Fore	Thumb
Left Hand				
Thumb	Fore	Middle	Ring	Little
Right Hand				

Signature: Aniruddha Dasgupta

Major Information of the Deed

Deed No :	I-1901-03247/2022	Date of Registration	09/04/2022
Deed No / Year	1901-2001042771/2022	Office where deed is registered	
Deed Date	04/04/2022 8:57:37 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SHAIKH SELIM ALI BARASAT COURT, Thana : Barasat, District : North 24-Parganas, WEST BENGAL Mobile No. : 7980857969, Status : Advocate		
Transaction	Additional Transaction		
[10] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 26,52,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 101/- (Article:E. E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Haripada Biswas Sarani, Mouza: Aharampur, , Ward No: 01, Holding No:130/1 JI No: 35, Touzi No: 172 Pin Code : 700131

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1572 (RS :-)	LR-2120	Bastu	Bastu	1 Katha 12 Chatak		12,99,375/-	Width of Approach Road: 10 Ft, Adjacent to Metal Road.
L2	LR-1572 (RS :-)	LR-1572	Bastu	Bastu	1 Katha 12 Chatak		12,99,375/-	Width of Approach Road: 10 Ft, Adjacent to Metal Road.
TOTAL :					5.775Dec	0 /-	25,98,750 /-	
Grand Total :					5.775Dec	0 /-	25,98,750 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete

S2	On Land L2	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
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Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total :		200 sq ft	0 /-	54,000 /-	
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Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Smt JASBINDER KOUR Wife of Shri Aniruddha Sinha Executed by: Self, Date of Execution: 09/04/2022 , Admitted by: Self, Date of Admission: 09/04/2022 ,Place : Office			
09/04/2022	LTI 09/04/2022	09/04/2022	

24/3, Jadu Nath Ukil Road,, City:- Not Specified, P.O:- Paschim Putiai, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BJxxxxxx8F, Aadhaar No: 55xxxxxxxx3277, Status :Individual
 Executed by: Self, Date of Execution: 09/04/2022
 , Admitted by: Self, Date of Admission: 09/04/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Shri ANIRUDDHA SINHA (Presentant) Son of Shri Ashutosh Sinha Executed by: Self, Date of Execution: 09/04/2022 , Admitted by: Self, Date of Admission: 09/04/2022 ,Place : Office			
09/04/2022	LTI 09/04/2022	09/04/2022	

24/3, Jadu Nath Ukil Road,, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CExxxxxx6C, Aadhaar No: 79xxxxxxxx2691, Status :Individual, Executed by: Self, Date of Execution: 09/04/2022
 , Admitted by: Self, Date of Admission: 09/04/2022 ,Place : Office

Developer Details :

Name,Address,Photo,Finger print and Signature

Sl No	Name,Address,Photo,Finger print and Signature
1	GAYEN CONSTRUCTION 68/118, Amarpally Road,, City:- Dum Dum, P.O:- Mottijhil, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India. PIN:- 700074 , PAN No.:: AAxxxxxx9L,Aadhaar No Not Provided by UIDAI, Status :Organizational Executed by: Representative

Identifier Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri BINOY GAYEN Son of Shri Bipul Gayen Date of Execution - 09/04/2022, , Admitted by: Self, Date of Admission: 09/04/2022, Place of Admission of Execution: Office			
	Apr 9 2022 12:01PM	LTI 09/04/2022	09/04/2022

Nutan Pally, Jatragachi,, Village:- Jatragachi, P.O:- Gouranganagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx2G, Aadhaar No: 85xxxxxxxx6617 Status : Representative Representative of : GAYEN CONSTRUCTION (as Partner)

Name	Photo	Finger Print	Signature
2. Shri ANIRUDDHA SINHA Son of Shri Ashutosh Sinha Date of Execution - 09/04/2022, , Admitted by: Self, Date of Admission: 09/04/2022, Place of Admission of Execution: Office			
	Apr 9 2022 12:00PM	LTI 09/04/2022	09/04/2022

24/3, Jadunath Ukil Road,, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Thakurpukur, District - South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CExxxxxx6C, Aadhaar No: 79xxxxxxxx2691 Status Representative, Representative of : GAYEN CONSTRUCTION (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
SHAIKH SELIM ALI Son of Rahamat Ali Shaikh Village:- Konchpukur, P.O:- Hatgacha, P. S:-Kolkata Leather Camp, District:- North 24-Parganas, West Bengal, India, PIN:- 700156			
	09/04/2022	09/04/2022	09/04/2022

Identifier Of Smt JASBINDER KOUR, Shri ANIRUDDHA SINHA, Shri BINOY GAYEN, Shri ANIRUDDHA SINHA

property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt JASBINDER KOUR	GAYEN CONSTRUCTION-1.44375 Dec
2	Shri ANIRUDDHA SINHA	GAYEN CONSTRUCTION-1.44375 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt JASBINDER KOUR	GAYEN CONSTRUCTION-1.44375 Dec
2	Shri ANIRUDDHA SINHA	GAYEN CONSTRUCTION-1.44375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt JASBINDER KOUR	GAYEN CONSTRUCTION-50.00000000 Sq Ft
2	Shri ANIRUDDHA SINHA	GAYEN CONSTRUCTION-50.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Smt JASBINDER KOUR	GAYEN CONSTRUCTION-50.00000000 Sq Ft
2	Shri ANIRUDDHA SINHA	GAYEN CONSTRUCTION-50.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Haripada Biswas Sarani,
Mouza: Aharampur, , Ward No: 01, Holding No:130/1 JI No: 35, Touzi No: 172 Pin Code : 700131

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1572, LR Khatian No:- 2120		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1572, LR Khatian No:- 1572		Seller is not the recorded Owner as per Applicant.

2022

Statement 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 of Indian Stamp Act 1899.

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

Presented for registration at 11:53 hrs on 09-04-2022, at the Office of the A.R.A. - I KOLKATA by Shri ANIRUDDHA SINHA, one of the Executants.

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 26,52,750/-

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

Execution is admitted on 09/04/2022 by 1. Smt JASBINDER KOUR, Wife of Shri Aniruddha Sinha, 24/3, Jadu Nath Ukil Road,, P.O: Paschim Putiai, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Service, 2. Shri ANIRUDDHA SINHA, Son of Shri Ashutosh Sinha, 24/3, Jadu Nath Ukil Road,, P.O: Paschim Putiary, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Service

Indetified by SHAIKH SELIM ALI, , Son of Rahamat Ali Shaikh, P.O: Hatgacha, Thana: Kolkata Leather Camp, South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Muslim, by profession Advocate

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

Execution is admitted on 09-04-2022 by Shri BINOY GAYEN, Partner, GAYEN CONSTRUCTION (Partnership Firm), 68/118, Amarpally Road,, City:- Dum Dum, P.O:- Motijhil, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074

Indetified by SHAIKH SELIM ALI, , Son of Rahamat Ali Shaikh, P.O: Hatgacha, Thana: Kolkata Leather Camp, South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Muslim, by profession Advocate

Execution is admitted on 09-04-2022 by Shri ANIRUDDHA SINHA, Partner, GAYEN CONSTRUCTION (Partnership Firm), 68/118, Amarpally Road,, City:- Dum Dum, P.O:- Motijhil, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074

Indetified by SHAIKH SELIM ALI, , Son of Rahamat Ali Shaikh, P.O: Hatgacha, Thana: Kolkata Leather Camp, South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/-, J = Rs 55/-, M(a) = Rs 21/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2022 2:06PM with Govt. Ref. No: 192022230004541651 on 08-04-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT3594547 on 08-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 41593, Amount: Rs.100/-, Date of Purchase: 28/03/2022, Vendor name: P K Pal
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2022 2:06PM with Govt. Ref. No: 192022230004541651 on 08-04-2022, Amount Rs: 4,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT3594547 on 08-04-2022, Head of Account 0030-02-103-003-02

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

State of Registration under section 60 and Rule 69.
Registered in Book No. 1901-2022, Page from 204882 to 204913
No 190103247 for the year 2022.



Digitally signed by pradipta kishore guha
Date: 2022.05.11 18:07:42 +05:30
Reason: Digital Signing of Deed.

Pradipta Kishore Guha) 2022/05/11 06:07:42 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)