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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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22.07.2020

Q. No. 2000 836345/2020

ment is admitted to registration. The Signat:  
 et and the Enforcement sheet attached to this  
 document are part of the document

*Krishna Basu*  
 Additional District Sub Registrar  
 Seder, Panchim Medinipur

22 JUL 2020

*Krishna Basu.  
 (Roy Choudhury)*

*Krishna Roy Choudhury (Basu)*

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT MADE THIS 22<sup>nd</sup> Day of JULY 2020.

MODERN BUILDERS  
*Am Jee*  
 Proprietor



*Krishna Roy Chowdhury (Basu)*  
*Krishna Roy Chowdhury (Basu)*

**BETWEEN**

**SMT. KRISHNA ROY CHOWDHURY (BASU)**

W/o Sri Samir Kumar Basu, Resident of Tantigeria

P.O. - Vidyasagar University, P.S. - Kotwali,

Dist. - Paschim Medinipur

PAN No. AGRP B9627R

AADHAR No. 806292189211

By faith Hindu, By Occupation - House Wife.

By nationality - Indian

Hereinafter called the OWNER FIRST PARTY which expression unless repugnant to the context shall mean and include her heirs, assigns, administrator and executor.

*Krishna Basu.*  
*(Roy Chowdhury)*

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*M. S. S. S.*  
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AND

**M/S Modern Builders**, a Proprietorship firm having office at Pragati Complex, Ksudiram Nagar, Midnapur, Dist. - Paschim Medinipur represented by Prpriotor name

- SRI ANKUR LODHA**, S/o Late Kamal Kishore Lodha Of Salboni, Midnapore, P.O. – Salboni, P.S. - Salboni, Dist. - Paschim Medinipur.721147

**AADHAR NO- 516354993115**

**Pan- ABYPL1796P**

Hereinafter called the DEVELOPER SECOND PARTY which expression unless repugnant to the context shall mean and include their successor in office, representatives, heirs, assigns, successors, administrators and executors.

**WITNESSETH**

That the OWNER FIRST PARTY is the owner of the land measuring 0.1253 Acre = 5461 Sq. ft. within Mouza – Tantigeria, J.L.No.- 151 as in schedule below hereinafter referred as '**Said Property**'. The '**Said Property**' along with other properties previously belonged to Joseph Alexandar Gajendra Nath Shankar and Pritilata Jana. They sold out and transferred '**Said Property**' in favour of mother of the OWNER FIRST PARTY namely Lila Roy Chowdhury by a registered sale Deed

Krishna Basu  
(Roy chowdhury)

Krishna Roy Chowdhury  
(Basu)

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being No. 9705/1975 Dt. 01.11.1975. Mother of the OWNER FIRST PARTY transferred the '**Said Property**' in favour of the OWNER/FIRST PARTY by a registered Deed of Gift being No. 5893/1985 Dt.18.11.1985. The OWNER/FIRST PARTY has got her name mutated with the State of West Bengal and with the Municipality and has got the property converted to Bastu and has also got Land use compatibility Certificate issued by the MKDA and she is in exclusive possession of the same in assertion of her exclusive right, title and interest therein .

**AND**

THAT the OWNER/FIRST PARTY declared to develop the '**Said Property**' as described in Schedule-I herein below by engaging Developer and she requested the DEVELOPER/SECOND PARTY being the "Developer" and "Promoter", for the purpose by investing his own money and the DEVELOPER/SECOND PARTY has agreed to develop the land by making construction of multi-storied residential building on the land of area measuring 0.1253 Acre = 5461 Sq. ft. of Mouza - Tantigeria within P.S. - Kotwali by taking permissions from authorities and agreed to do the work on the terms and conditions as specifically mentioned below. The construction will be ground floor plus upper floors and the name and style of the apartment will be decided later.

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Roy Choudhury.  
(Basu)

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Accordingly the parties hereunto do hereby agree to the following terms and conditions for construction of the multi-storied building for commercial / residential construction:-

**Definition Clause:-**

**AND WHEREAS** in this indenture, unless there something contrary or repugnant to the subject or context:-

- i) **Owner:** The owner shall mean the owner above named and her heirs, executors, administrators, legal representatives and assigns.
- ii) **Developer:** shall mean **M/S Modern Builders** and its successors in office, successors, administrators, representative, nominees and assigns as the case may be.
- iii) **Building** shall mean the residential cum Commercial multi-storied building to be constructed at the '**Said Property**' with necessary structures and with additional structures like pump house, generator room, etc. in accordance with the plan to be sanctioned by Midnapur Municipality and other appropriate authorities for construction on the said premises and shall include the four wheeler parking space and two Wheeler parking and other space intended for the building to be enjoyed by the

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 (Roy choudhury)

Krishna Roy choudhury  
 (Basu)

occupants and as per such terms and conditions as may be agreed upon with them.

- iv) Owner and developer shall include their respective transferees and nominees.
- v) Architect, Surveyor, Civil Engineer etc. shall be appointed by the DEVELOPER/SECOND PARTY
- vi) **Premises:** shall mean all that piece and parcel of land measuring 0.1253 Acre = 5461 Sq. ft. more fully described in the First Schedule hereunder written.
- vii) **Common Facilities and Amenities:** shall include staircase, landing, passage including both front and rear space, ways, pump room, Drain side spaces, driveways etc. which shall be required for the establishment and management of the building as shall be determined by the architect of the building but shall not include open & covered Four wheeler and two wheeler parking space and garages on the ground floor.
- viii) **Constructed space** shall mean the space in the building available for the independent use and occupation including the space demarcated for common facilities and services as per the sanctioned plan.

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- ix) **Maintenance Charges:** shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Flat OWNER of the said building.
- x) **Housing Complex:** shall mean the Premises with all the buildings and the common parts and the Common Portions and other erections at the premises jointly and/or severally.
- xi) **Flats** shall mean the super built up area (saleable area) consisting of bed room, living room, bathroom, kitchen, balcony etc.
- xii) **OWNER'S allocation** is described in separate schedule below;
- xiii) **Developer's allocation** is described in separate schedule below;
- xiv) **Bank shall mean the organization** accepting for the purpose of lending or investment or deposit the money from the public, repayable on demand or otherwise and the withdrawal by cheque, draft, cash, order or otherwise.
- xv) **Transfer** with its grammatical variation shall include transfer by Sale, Gift or otherwise as described in Transfer of Property Act, 1882.
- xvi) **Transferee** shall mean the unit owner, persons, firm, company and association of persons to whom any flat or space in the said building shall be transferred.

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- xvii) **Common Areas and Installations:** shall mean and include the common areas installations and facilities comprised in and for the premises for common use and enjoyment of the co-owners;
- xviii) **Common Expenses:** shall mean and include all costs, charges, expenses and remuneration for the maintenance, management, up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owner and/or expenses for the common purposes including proportionate share in Municipal Taxes and other statutory charges or out going relating to the land and building of the instant property;
- xix) **Saleable Area:** shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all spaces required thereof.
- xx) **Common Purposes:** shall mean and include corridors, staircase, ways passages, shafts, drain, septic tanks, electrical room, watchman room, roof and other space, spaces and facilities for the purpose of managing maintaining up keeping and administering the premises and in particular the common areas and installations, rendition of common services in common to the co-owner, collection and disbursement of the common

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expenses and dealing with the matters of common interest of the co-owner and relating to their mutual rights and obligations for the beneficial exclusively and the common areas and installations in common and the housing complex in common.

- xxi) **Carpet Area:** according to the context shall mean the actual available floor area wall to wall within the internal area of each Flat/Unit.
- xxii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

#### **TERMS AND CONDITIONS:-**

1. That the DEVELOPER/SECOND PARTY is satisfied about the absolute ownership of the land as in the Schedule- 'I' below of the OWNER/FIRST PARTY and the DEVELOPER/SECOND PARTY has agreed to construct the residential and commercial building on the said property.
2. That the OWNER/FIRST PARTY shall deliver the vacant possession of the land in question as specifically mentioned in the Schedule 'I' below for construction of multi-storied building to the DEVELOPER/SECOND PARTY and to enable the Developer to carry out the work of construction.

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3. That the OWNER has a marketable title of the land in question as on the date of signing this agreement and the OWNER is fully and sufficiently entitled to deal with and cause development of the said premises mentioned herein above and thus entering in to this agreement.
4. That the land in question has not been transferred either by sale or gift or mortgaged by the OWNER FIRST PARTY and the same is not encumbered in anyway and the same stands free from encumbrances and also it is not vested by the State of West Bengal or any concern under any provisions of law. The OWNER/FIRST PARTY will be liable to adequately compensate the DEVELOPER/SECOND PARTY in case it is found that the instant property does not stand free from encumbrances.
5. That the OWNER shall remain liable for her share of Income-Tax, goods and service Tax (G.S.T) or any other taxes in respect of Owner's allocation and the Developer shall remain liable for his share of Income-Tax, goods and service Tax (G.S.T) or any other taxes in respect of developer's allocation. The developer shall manage and control the construction work of the project. The owner shall not create any hindrance in the construction work in any manner unless it is required.

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6. That the DEVELOPER/SECOND PARTY with the right to construct the multi-storied building both residential cum commercial take delivery of possession of the land as in the Schedule- 'I' below with all rights of making permanent construction therein. The DEVELOPER is also entitled to demolish the old constructions over the instant property, if any.
7. That the DEVELOPER/SECOND PARTY shall appoint architect for the purpose of drawing and preparing plans, designs, drains, elevations of the intended building complex with the specifications of the works to be done and of the materials to be provided for the said building complex of good quality of ISI standard.
8. That all expenses to be incurred for the purpose of construction till its completion in all respects shall be borne by the DEVELOPER/SECOND PARTY. Except the owner's allocation as mentioned below in Clause No.12 the OWNER/FIRST PARTY will not be entitled to claim any other money or flat or building or any other construction or vacant land etc.
9. That the DEVELOPER/SECOND PARTY shall submit the building plan prepared by the said architect to development authority, Municipality and other appropriate or proper

-Krishna Roy Choudhury (Basu)

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authorities. The plan of the proposed construction shall be submitted to the development authority, Municipality and other appropriate authorities in the name of the DEVELOPER SECOND/PARTY. The OWNER/FIRST PARTY shall have no objection in the matter of signing of all relating papers by the DEVELOPER/SECOND PARTY and in the matter of obtaining sanction of the said building plan in the name of the DEVELOPER/SECOND PARTY before development authority, Municipality and/or other authorities. If the documents are found not lawful then the OWNER/FIRST PARTY shall be able to raise objection to the same and take legal steps against the DEVELOPER. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER/SECOND PARTY only. No signature of the OWNER/FIRST PARTY shall be necessary for applying or obtaining permission from any of the authorities for the purpose of construction and development of the buildings as mentioned in this Agreement. The OWNER/FIRST PARTY has also executed required Power of Attorney in this respect and for other purposes of transfer et cetera in favour of the DEVELOPER/SECOND PARTY. But if any signature of the OWNER/FIRST PARTY is found necessary legally in course of execution of the development work, then the

OWNER/FIRST PARTY shall be liable to do the same without any objection;

10. That the DEVELOPER/SECOND PARTY shall submit necessary prayer for No Objection from Fire Brigade under the West Bengal Fire Services Act, Rules & Regulations. The DEVELOPER/SECOND PARTY shall sign in all such prayers in his names. The OWNER/FIRST PARTY shall have no objection in such matter unless it is required. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER/SECOND PARTY.
11. That no litigation is pending in any Court of law or anywhere over the land in question and it is also further agreed that from this date of execution of this agreement in case any litigation is filed or started the same will be fought by the DEVELOPER/SECOND PARTY and the OWNER/FIRST PARTY shall assist in all respect and all costs and expenses for such litigation shall be borne by the DEVELOPER/SECOND PARTY. In case of any legal dispute raised by anybody after execution of the development agreement in respect of the instant property, both the OWNER/FIRST PARTY and DEVELOPER/SECOND PARTY will be able to contest in any of such legal proceedings in any Court of law or before any other authority.

*Krishna Roy Chowdhury (Basu)*

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*Pranab Kumar*  
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The OWNER/FIRST PARTY have consented to execute separate Power of Attorney for that purpose and for other purposes in favour of the DEVELOPER/SECOND PARTY.

12. That both the parties herein will take their share as follows (Subject to the terms and conditions specified in the Schedule II below :-

- That the OWNER/FIRST PARTY shall receive 25% share of the constructed area in the Basement, 40% share of the constructed area in the ground floor to 4<sup>th</sup> floor, 25% share of the constructed area in 5<sup>th</sup> floor to upper floors.
- Apart from the owner's allocated area, the rest of the constructed area in the building or buildings shall be the Builder's allocation and the DEVELOPER/SECOND PARTY shall have every right to transfer the same and to receive the consideration money on the basis of the instant agreement and the Power of Attorney;
- For the purpose of transfer of Builder's allocation, the DEVELOPER/SECOND PARTY shall have his every right to enter into agreement for sale with the purchasers and to receive advance consideration money;

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- For the purpose of transfer of Owner's allocation, the DEVELOPER/SECOND PARTY shall have his every right to enter into agreement for sale with the purchasers with the direct knowledge of OWNER FIRST PARTY and to receive advance consideration money and to deposit the same in the account of the OWNER FIRST PARTY;
  - If due to any unlawful act or obstruction on the part of the OWNER/FIRST PARTY the execution of agreements with the purchasers or execution of Deed of Sale in favour of the purchasers or the construction work is stopped, then the OWNER/FIRST PARTY shall be liable to pay the entire share of development cost along with damages and compensation to the DEVELOPER /SECOND PARTY.
  - The OWNER /FIRST PARTY shall only have the right to use the roof as common area along with other CO-OWNER or other intending purchasers of the flats with the prior permission from the maintenance-in-charge;
13. That at the time of execution of agreement to the prospective buyers by the DEVELOPER /SECOND PARTY, the OWNER /FIRST PARTY shall not be able to raise any objection.
14. That in case of unfortunate death of any of the parties, their legal heirs shall be automatically substituted in their place and they shall remain bound to continue with the agreement.

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15. That in developing the land and building the construction the DEVELOPER /SECOND PARTY shall be entitled to do the following acts and the OWNER/FIRST PARTY do hereby grants power to the DEVELOPER/SECOND PARTY in this respect and also appoints and nominates them as his Constituted Attorney to do and perform the following acts :-
- (a) To appoint surveyors, engineers, contractors, architect and other persons;
  - (b) To make application to the concerned authorities for obtaining electric, water and other connections and for the permits;
  - (c) To make applications before the development authority, Municipality, Fire Brigade, B.L. & L.R.O., D.L.&L.R.O. and before other authorities for necessary permissions. The OWNER/FIRST PARTY shall have no objection in such matter;
  - (d) To accept any Writ of summons or other legal processes or notice and to appear and/or represent the OWNER/FIRST PARTY before any Court of Law or before any Statutory Authority or any other Authority;
  - (e) To construct building therein as aforesaid. To enter into agreement for sale of the building or any part thereof;
  - (f) To execute agreements with the prospective buyers and to receive money;

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- (g) To execute Deeds of transfer and to receive consideration money;
- (h) To give ownership to the buyers or purchasers;
- (i) The Developer shall be entitled to allot and sell and let out in rent directly their share in the property and shall be entitled to execute and register the deeds of transfer;

16. That the OWNER/FIRST PARTY do hereby declare that the land in question has not been acquired by the State of West Bengal and no notice for requisition or acquisition under has been received by them and there is no notice or order passed by the Development Authority or Municipality or any other Body or Authority and that no Statutory claims or demands or attachment or prohibitory order made by Taxation Authority or any other Govt. Body or Authority or Authorities.

17. That the DEVELOPER/SECOND PARTY shall develop the said property in the name of his proprietary firm or his own name. There shall be a B+G + 6 and upper floors subject to sanction by the appropriate Authorities i.e. Municipality and other authorities.;

18. That all costs, charges and legal expenses incidental to this Development Agreement including stamp duty and registration charges of the conveyance or conveyances shall be borne by the DEVELOPER/SECOND PARTY.

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19. That the Developer shall comply with the provisions of relevant laws, bye laws, rules and regulations and shall always keep the OWNER absolutely indemnified and harmless against the action, claims and demands whatsoever.
20. That the Developer shall manage and control construction of all civil, electrical, plumbing and sanitary works including installation of overhead tank, provision of water supply, house pumps, house service lifts, drainage, compound wall, internal passage, sewerage, etc. as per specifications and identified set out in the plan approved by development authority or Municipality. But such specifications will be finally decided by the architect as per requirement of the building;
21. The DEVELOPER/SECOND PARTY has been empowered to enter into the premises, to pull down the existing structures, remove garbage, earth, and start construction as per sanctioned plan only after the plan is sanctioned by the local Authority. DEVELOPER/SECOND PARTY and his men shall be able to stay in the premises by making sheds for completing the work after getting the premises in vacant position only after the plan is sanctioned by the local Authority;

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22. That the OWNER have consented to execute & register power of Attorney to do all the works to complete the construction and to sell out the units but in case of necessity the OWNER/FIRST PARTY shall execute further deed and documents in favour of the DEVELOPER/SECOND PARTY as may be found necessary;
23. The OWNER/FIRST PARTY shall always remain liable to execute and/or register appropriate documents for effective implementation of the work/project.
24. That the OWNER and the developer have agreed upon the specification and construction of the proposed new building as described in schedule below;
25. That subject to the provision of this present the OWNER hereby grants to the developer exclusive right to construct a multistoried, commercial cum residential building upon the land as mentioned in the Schedule below as per sanctioned plan;
26. That the Developer shall be entitled to vary or modify the said Plan of construction subject to sanction of such modified plan by the appropriate Authorities;
27. That the Developer shall have the exclusive prerogative to choose prospective buyers and to fix the price of the units and to fix the terms and conditions;

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28. That the OWNER shall be liable to clear up all the dues of rents and taxes etc. in respect of the instant property till delivery of possession of the premises and property to the Developers;
29. That the OWNER do hereby agree that she will not do anything which will prejudicially affect the right of the Developer in peaceful completion of the building and in selling out the same to the prospective buyers;
30. That after completion of the building, the Developer and the OWNER along with the new purchasers shall form an OWNER Association and a Society as per law to be formed by the purchasers and the Developer. The control and management of the building shall be handed over to the said Society/ Association by the Developer;
31. That the Developer hereby agrees that he will keep the OWNER indemnified against all third party claims or actions arising out of any act or omission on the part of the Developer or its agent or men;
32. That the OWNER shall not object to any construction or laying of drainage water pipes or cables or other provisions made in accordance with the law and scheme of construction of the said building. The drinking water and other water for the household use will be provided with the deep tube well or from Municipal

Krishna Roy Choudhury (Basu)

sources for the Complex. All such provisions shall be constructed within the project area and not outside the project area or over the vacant land, if any remains, outside the project areas;

33. Each term of this agreement will form the consideration of the other;
34. That the landowner will hand over the original documents to the developer in respect of the **'Said Property'**.
35. That there shall be a timeframe of 36 months from the date of approval of final plan for construction by the civic authorities and competent authority and the appropriate authority. Such timeframe may be extended up to 6 months further. The said timeframe shall be subject to force majeure. The said timeframe may be extended mutually the project work is delayed due to any outside interference or if the construction work becomes impossible for any other emergency situation. In such a situation the OWNER FIRST PARTY shall cooperate with the DEVELOPER SECOND PARTY. But if the DEVELOPER SECOND PARTY fails to complete the work within the timeframe due to his own latches or negligence and he shall have to pay compensation to the owner @10% over the value.

36. That the DEVELOPER SECOND PARTY shall provide temporary rented accommodation to the OWNER FIRST PARTY during the period the project and will provide the rent.
37. That in case of any dispute or difference arises relating to the land or construction, or allotment of allocations, of the intended building thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or any matter whatsoever arising out of this Development Agreement, such differences and disputes shall be referred to the Arbitrator and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996.
38. That in case of happening of any unfortunate event of death of the OWNER/FIRST PARTY, her legal heirs shall continue with the instant DEVELOPMENT AGREEMENT with the same terms and conditions and there shall not be necessity of any further Development Agreement. But they shall remain bound to execute fresh Power of Attorney in favour of the Developer.
39. That only the court at Midnapur within district Paschim Medinipur shall have the exclusive jurisdiction to try any legal dispute in between the parties.

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40. That the original Development Agreement shall remain with the Developer.

In witness where of this Development Agreement is executed on this day, month and year stated at the outset, by the parties after reading and going through the entire agreement and after understanding its contents in physically fit and mentally alert condition.

**SCHEDULE- 'I'**

**Total Land of the OWNER/FIRST PARTY which is handed over to the DEVELOPER SECOND PARTY as mentioned above**

Within Dist.- Paschim Medinipur, P.S.- Kotwali, Mouza-Tantigeria,  
J.L. No. 151

Khatian No. - 554 (Old), 1879 (L.R.)

- Plot No. - 233(Old), 271 (L.R.) measuring 11 Dec.
- Plot No. - 234(Old), 270 (L.R.) measuring 01 Dec.

Total Measuring = 0.1253 Acre equal to 5461 Sq.ft.

Shown specifically in the map annexed

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**Measurement of Arms**

North - 51 feet

South -35 feet

East - 127 feet

West - 127 feet

**Butted and bounded: -**

To the North - Manik Tabadar

To the South - Vidyasagar university Road

To the East - Sri Krishna Oil Mill

To the West - Road (40')

**SCHEDULE- 'II'****OWNER'S ALLOCATION**

- That the OWNER/FIRST PARTY shall receive :-
  - 25% share of the constructed area in the Basement.
  - 40% share of the constructed area in the ground floor to 4<sup>th</sup> floor.
  - 25% share of the constructed area in 5<sup>th</sup> floor to upper floors.

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Kumare  
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**SPECIFICATION OF BUILDINGS TO BE CONSTRUCTED**

**(Nature of construction and fitting to the Flat)**

1. **Foundation** : R.C.C Column and pedestal with both in foundation and in plinth
2. **Structure** : Reinforced cement concrete framed structure with R. C. C. columns, Beams and Slabs. R.C.C. framed structure with 10" outside and 5" inside brick wall with plaster.
2. **Flooring** : Entire floor are finished with Tiles or Tiles.
3. **Toilet & Bath** : Semi glazed tile flooring with Glazed Tiles upto ceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian Pan. Concealed pipeline.
4. **Kitchen** : Tiles Flooring, Granite stone gas table top (cooking table), Glazed tiles upto the height upto ceiling from the table top level around the

wall. 1 (One) Water Point with concealed pipeline.

5. **Electrical wiring** : Concealed Electrical wiring in each room. hall, kitchen, bath and privy, verandah, etc four electric points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath room, one point in main gate, one power points of 15 ampere in hall.
6. **Door & Windows** : Flush door (Commercial) with fittings and wood primer finish, Aluminium window fitted with M.S. grill and glass panes one in each room.
7. **Grill** : Outside window grill covered by 4 mm. square bar box type or other type of design
8. **Stair** : Tiles finish
9. **Stair Railing** : 4mm square bar
10. **Lift** : 4/6 passenger lift of good quality (Branded)

Krishna Roy Choudhury (Baser)

11. **Painting of walls** : Internal walls and ceiling shall have wall putty finish.
12. **Electrical equipments** : All electrical fitting of ISI mark with shock proof
13. **Overhead tank** : Overhead tank should be provide on the roof of stair along with CPVC Pipeline
14. **Water** : 24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.
15. **Plaster** : Putty finished inside walls and weather coat finished outside walls.
15. **Other** : Electrical wiring and switches, electrical fitting like tube light in common areas.

*Krishna Roy Choudhury (Basu)*

**Signature of the OWNER FIRST PARTY**

MODERN BUILDERS

*Amrta*

Proprietor

**Signature of the DEVELOPER SECOND PARTY**

Drafted by me:

Shankha Roy (Deed writer)  
 Mirzabazar, Midnapore  
 LENO-1434 (Sadar)

Witnesses

1) Shankha Roy  
 s/o Late Golok Behari Roy.  
 Mirzabazar,  
 Midnapore

2) Mainak Basu  
 Son of Samir K. Basu  
 at Tantigera,  
 Midnapore-721102

Typed by:

~~Pradip Sen~~

(Pradip Sen). M/s. Medini Infotech, Old LIC More, Midnapore

This Development Agreement contained in 28 pages including one stamp paper. And one extra page for finger prints of first Party and Second Party. This page treated as one part of this deed.

NB:- 40' Road is writing by hand

MODERN BUILDERS

*Pradip Sen*  
 Proprietor

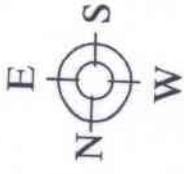
MODERN BUILDERS  
*Pradip Sen*  
 Proprietor

Krishna Roy Choudhury (Sadar)

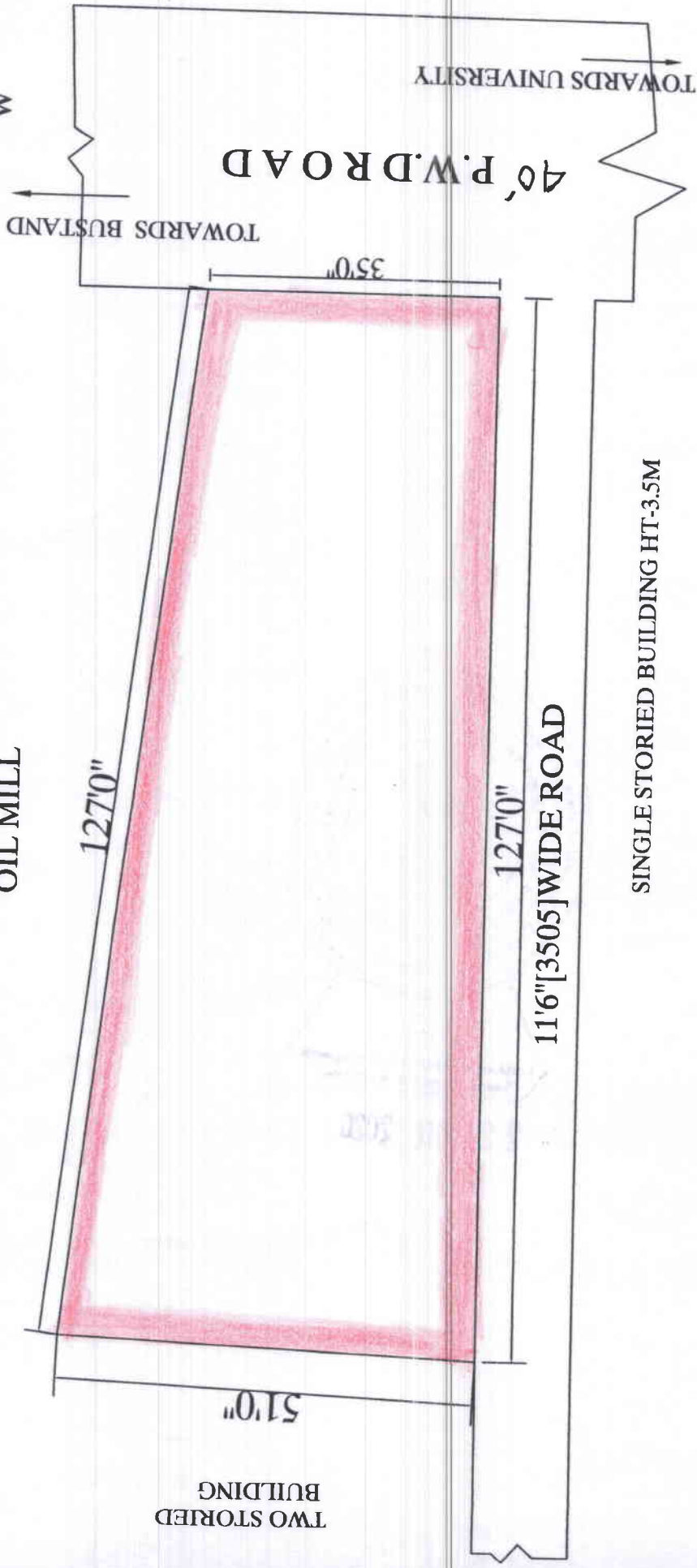
Krishna Roy Choudhury (Sadar)

**MOUZA-TANTIGERIA, J.L NO-151, P.S-MEDINIPUR,  
DIST-PASCHIM MEDINIPUR, WARD NO-04**

SCALE-1"=21'



OIL MILL



TWO STORED BUILDING

SINGLE STORED BUILDING HT-3.5M

*Krishna Roy Chowdhury (Barn)*

MODERN BUILDERS  
*Samapta Sen*  
Proprietor

Samapta Sen  
DRAWN BY  
[SAMAPTA SEN  
D.C.E]

**DETAILS OF THE LAND FOR DEVELOPER AGREEMENT**

| AGREEMENT BETWEEN  | R.S PLOT NO  | LR PLOT NO | AREA OF LAND |        | MARK |
|--|--------------|------------|--------------|--------|------|
|  |              |            | sq ft/ sqm   | Acre   |      |
| MODERN BUILDERS, REPRESENTED BY ANKUR LODHA, VILL + P.O + P.S -SALBONI DIST-PASCHIM MEDINIPUR AND SMT.KRISHNA ROY CHOWDHURY (BASU) W/O SRI SAMIR BASU, AT-TANTIGERIA, P.O VIDYASAGAR UNIVERSITY DIST-PASCHIM MEDINIPUR | 233 & 234(P) | 270 & 271  | 5461/        | 0.1253 |      |
|  |              |            | 507.34       |        |      |

*Left Hand finger Impression*

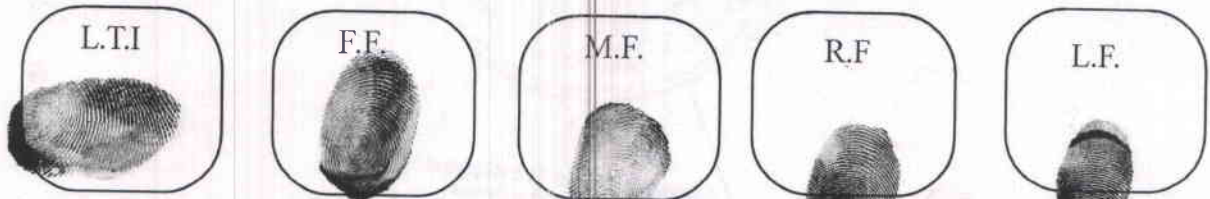


*Right Hand finger Impression*

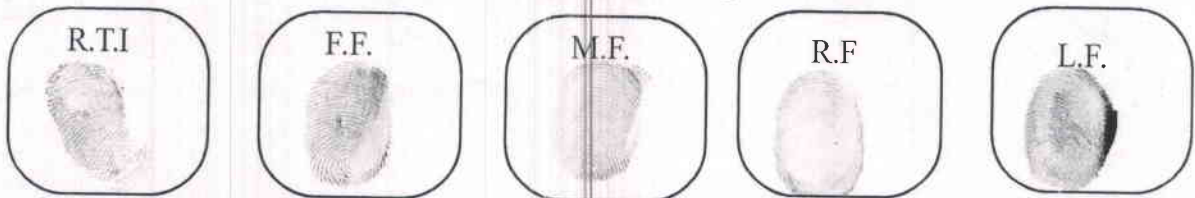


*Amrendu*  
Signature

*Left Hand finger Impression*



*Right Hand finger Impression*



*Krishna Roy Choudhury*  
Signature (Basm.)

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
AGRPB9627R



नाम / NAME  
KKRISHNA BASU

पिता का नाम / FATHER'S NAME  
ABINASH CHANDRA  
ROYCHOWDHURY

जन्म तिथि / DATE OF BIRTH  
03-08-1961

हस्ताक्षर / SIGNATURE  
Krishna  
Basu

आयकर आयुक्त, प.व. III  
COMMISSIONER OF INCOME-TAX (C.O.), KOLKATA

Krishna Roychowdhury  
(Basu.)



ভারত সরকার  
Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 1058/14099/02829

To  
KRISHNA BASU  
কৃষ্ণা বসু  
W/O Samir Basu  
TANTIGERIA  
VIDYASAGAR UNIVERSITY  
Midnapore  
Vidyasagar University, West Midnapore  
West Bengal - 721102  
9126449626

05/02/2014



KL757189634FT

75718963



আপনার আধার সংখ্যা / Your Aadhaar No. :

**8062 9218 9211**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



কৃষ্ণা বসু  
KRISHNA BASU

জন্মতারিখ/DOB: 05/08/1961  
মহিলা / Female

**8062 9218 9211**



আধার - সাধারণ মানুষের অধিকার

Krishna Roy Choudhury (Basu)





10/03/2015

ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

ভূমিকৃত্তির আই ডি / Enrollment No 1058/55032/23379

To  
 অক্ষয় লোখা  
 Ankur Locha  
 Saltbani  
 Saltbani  
 Shaibani Saltbani Paschim Medinipur  
 West Bengal 721 147

10/03/2015

Ref: 12368 / 13C / 3835289 / 3835652 / P

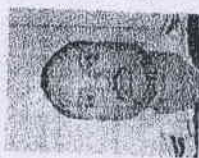


SE554495878FT



আপনার অধার সংখ্যা / Your Aadhaar No. :  
**5163 5499 3115**

আধার - সাধারণ মানুষের অধিকার



নাম (নাম)  
 Ankur Locha  
 পিতা : অক্ষয় কিশোর লোখা  
 Father : Kamal Kishore Locha  
 জন্মতারিখ / DOB : 1904-1983  
 পুরুষ / Male



5163 5499 3115

আধার - সাধারণ মানুষের অধিকার

*Return form*

### Major Information of the Deed

|   |   |  |   |                      |
|---|---|--|---|----------------------|
| Deed No :                               | I-1003-02152/2020   |  | Date of Registration  | 22/07/2020           |
| Query No / Year                         | 1003-2000836345/2020  |  | Office where deed is registered   | 1003-2000836345/2020 |
| Query Date                              | 20/07/2020 6:46:04 PM   |  |   |                      |
| Applicant Name, Address & Other Details | S ROY<br>Midnapore, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 9733566036, Status : Deed Writer |  |   |                      |
| Transaction                             | [0110] Sale, Development Agreement or Construction agreement  |  | Additional Transaction  |                      |
| Set Forth value                         | Rs. 10,00,000/-   |  | [4305] Other than Immovable Property, Declaration [No of Declaration : 2] |                      |
| Stampduty Paid(SD)                      | Rs. 10,020/- (Article:48(g))  |  | Market Value  |                      |
| Remarks                                 | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)                                  |  | Rs. 99,11,472/-   |                      |
|   |   |  | Registration Fee Paid   |                      |
|   |   |  | Rs. 21/- (Article:E, E)   |                      |

### Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Road: Tantigeria Municipal Road, Mouza: Tantigeriya, JI No: 151, Pin Code : 721102

| 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-271 (RS :-233 ) | LR-1879              | Commerci al<br>Danga  | 11 Dec       | 9,00,000/-              | 90,85,516/-           | Width of Approach Road: 40 Ft., Adjacent to Metal Road, |
| L2     | LR-270 (RS :-234 ) | LR-1879              | Commerci al<br>Vastu  | 1 Dec        | 1,00,000/-              | 8,25,956/-            | Width of Approach Road: 40 Ft., Adjacent to Metal Road, |
|        |                    | <b>TOTAL :</b>       |                       |              |                         |                       |   |
|        |                    | <b>Grand Total :</b> |                       | 12Dec        | 10,00,000 /-            | 99,11,472 /-          |   |
|        |                    |                      |                       | 12Dec        | 10,00,000 /-            | 99,11,472 /-          |   |

**Land Lord Details :**

| SI No   | Name,Address,Photo,Finger print and Signature  |   |   |   |
|---|--|---|---|---|
| 1   | <b>Name</b><br><b>Smt Krishna Roy Chowdhury Basu (Presentant)</b><br>Wife of Shri Samir Kumar Basu<br>Executed by: Self, Date of Execution: 22/07/2020<br>, Admitted by: Self, Date of Admission: 22/07/2020 ,Place : Office | <b>Photo</b><br><br>22/07/2020 | <b>Finger Print</b><br><br>LTI<br>22/07/2020 | <b>Signature</b><br><br>22/07/2020 |
| Tantigeria, P.O:- Vidyasagar University, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGRPB9627R, Aadhaar No: 80xxxxxxx9211, Status :Individual, Executed by: Self, Date of Execution: 22/07/2020 , Admitted by: Self, Date of Admission: 22/07/2020 ,Place : Office |  |   |   |   |

**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature  |  |  |  |
|-------|--|--|--|--|
| 1     | <b>Ms Modern Builders</b><br>Pragati Complex, Kshudiramnagar, P.O:- Midnapore, P S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721101 , PAN No.:: ABYPL1796P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |  |  |  |

**Representative Details :**

| SI No  | Name,Address,Photo,Finger print and Signature  |   |   |  |
|--|--|---|---|--|
| 1  | <b>Name</b><br><b>Shri Ankur Lodha</b><br>Son of Late Kamal Kishore Lodha<br>Date of Execution - 22/07/2020, , Admitted by: Self, Date of Admission: 22/07/2020, Place of Admission of Execution: Office | <b>Photo</b><br><br>Jul 22 2020 4:41PM | <b>Finger Print</b><br><br>LTI<br>22/07/2020 | <b>Signature</b><br><br>22/07/2020 |
| Salboni, P.O:- Salboni, P.S:- Salboni, District:-Paschim Midnapore, West Bengal, India, PIN - 721147, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABYPL1796P, Aadhaar No: 51xxxxxxx3115 Status : Representative, Representative of : Ms Modern Builders |  |   |   |  |

**Identifier Details :**

| Name   | Photo   | Finger Print  | Signature   |
|--|---|---|-------------|
| <b>Shri Shankha Roy</b><br>Son of Late Golok Behari Roy<br>Mirzabazar, P.O:- Midnapore, P.S:-<br>Medinipur, District:-Paschim Midnapore,<br>West Bengal, India, PIN - 721101 |  |  | Shankha Roy |
|  | 22/07/2020  | 22/07/2020  | 22/07/2020  |

Identifier Of Smt Krishna Roy Chowdhury Basu, Shri Ankur Lodha

**Transfer of property for L1**

| SI.No | From                              | To. with area (Name-Area) |
|-------|-----------------------------------|---------------------------|
| 1     | Smt Krishna Roy<br>Chowdhury Basu | Ms Modern Builders-11 Dec |

**Transfer of property for L2**

| SI.No | From                              | To. with area (Name-Area) |
|-------|-----------------------------------|---------------------------|
| 1     | Smt Krishna Roy<br>Chowdhury Basu | Ms Modern Builders-1 Dec  |

**Land Details as per Land Record**

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Road: Tantigeria Municipal Road, Mouza: Tantigeriya, JI No: 151, Pin Code : 721102

| Sch No | Plot & Khatian Number                  | Details Of Land  | Owner name in English as selected by Applicant |
|--------|--|--|--|
| L1     | LR Plot No:- 271, LR Khatian No:- 1879 | Owner: কৃষ্ণা রায় চৌধুরী (বসু),<br>Gurdian: অবিলাশ, Address: নিজ ,<br>Classification: ডাঙ্গা,<br>Area: 0.11000000 Acre, | Smt Krishna Roy Chowdhury Basu                 |
| L2     | LR Plot No:- 270, LR Khatian No:- 1879 | Owner: কৃষ্ণা রায় চৌধুরী (বসু),<br>Gurdian: অবিলাশ, Address: নিজ ,<br>Classification: বাস্তু, Area: 0.01000000<br>Acre, | Smt Krishna Roy Chowdhury Basu                 |

**Endorsement For Deed Number : I - 100302152 / 2020**

**On 22-07-2020**

**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 16:36 hrs on 22-07-2020, at the Office of the A.D.S.R. MIDNAPORE by Smt Krishna Roy Chowdhury Basu ,Executant.

**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 99,11,472/-

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

Execution is admitted on 22/07/2020 by Smt Krishna Roy Chowdhury Basu, Wife of Shri Samir Kumar Basu, Tantigeria, P.O: Vidyasagar University, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession House wife

Indetified by Shri Shankha Roy, , , Son of Late Golok Behari Roy, Mirzabazar, P.O: Midnapore, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 22-07-2020 by Shri Ankur Lodha, Indetified by Shri Shankha Roy, , , Son of Late Golok Behari Roy, Mirzabazar, P.O: Midnapore, Thana: Medinipur, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2020 3:56PM with Govt. Ref. No: 192020210043796171 on 22-07-2020, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1175664297 on 22-07-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 863, Amount: Rs.5,000/-, Date of Purchase: 22/07/2020, Vendor name: Srikanta Kundu

2. Stamp: Type: Court Fees, Amount: Rs.10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2020 3:56PM with Govt. Ref. No: 192020210043796171 on 22-07-2020, Amount Rs: 5,020/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1175664297 on 22-07-2020, Head of Account 0030-02-103-003-02

*Rabindranath Sau*

**RABINDRANATH SAU**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. MIDNAPORE**  
**Paschim Midnapore, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1003-2020, Page from 55445 to 55484  
being No 100302152 for the year 2020.



*Rabindranath Sau*

Digitally signed by RABINDRANATH SAU  
Date: 2020.08.03 13:49:42 +05:30  
Reason: Digital Signing of Deed.

(RABINDRANATH SAU) 2020/08/03 01:49:42 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. MIDNAPORE  
West Bengal.

(This document is digitally signed.)