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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

24.8.23
6-21/2158820

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

[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas

24 AUG 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this...24th....day of August.. Two Thousand and Twenty Three ;

23 AUG 2023

22334

No..... ₹ 100/- Date.....

Name : R. K. Dutta

Address : Advocate
Alipur Police Court
Kolkata-27

Vendor :
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27



Handwritten signature: *ew. HD*

Sunny Gupta

S/O Brijash Gupta

B/167 Ananda Pally East

P.O - Purbaputinary

P.S - Regent Park

Kolkata - 700093

Business

24 AUG 2023

B E T W E E N

SRI BASUDEB DAS alias **BASUDEV DAS** having PAN – AWQPD7785B and Aadhaar No. 9546 7726 6639, son of Late Nishit Kiran Das, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 100/1, Sarat Pally, P.O. & P.S. Bansdroni, Kolkata – 700070, Dist. South 24-Parganas, hereinafter referred to as the **OWNER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** :

A N D

M/S. SINGHA CONSTRUCTION, a proprietorship Firm/Business having its Office at Premises No. 613/1, Anandapally – B and its Mailing Address – B/167, Anandapally East, P.O. Purba Putiary, P.S. Regent Park, Kolkata – 700093, Dist. South 24-Parganas, represented by its sole Proprietor – **SRI RAHUL SINGHA** having PAN – FSEPS9357B and Aadhaar No. 8682 0759 9455, son of Sri Tapan Singha, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Nabapally 22 Bigha, P.O. Joka, P.S. Haridevpur, Kolkata – 700104, Dist. South 24-Parganas, hereinafter referred to as the **DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its proprietor, his heirs, administrators, legal representatives and assigns) of the **OTHER PART** :

WHEREAS a Deed of Partition was registered on 23rd day of November, 2015 at the Office of A.R.A.-I, Kolkata and recorded in Book No. I, Volume No. 1901-2015, Pages from 164525 to 164547, Being No. 190109154, for the year 2015 between Shyamal Kumar Das, Smt. Anuradha Roy, Dilip Kumar Guha mentioned therein as First Parties and Basudev alias Basudeb Das, the Owner herein mentioned therein as the Second Party.



Office of the Dist. Sub-Registrar-III
SOUTH 24 PGS., ALIPORE
24 AUG 2023

AND WHEREAS in terms of the said Deed of Partition, the said Basudeb Das alias Basudev Das, the Owner herein has absolutely been allotted **ALL THAT** piece and parcel of land measuring 5 Cottahs 15 Chittaks 38 sq.ft. more or less together with a structure standing thereon measuring 100 sq.ft. lying and situate at Mouza – Bansdroni, J.L. No. 45, comprising Dag No. 627 under C.S. Khatian No. 227 under R.S. Khatian No. 1004, within the limits of the Kolkata Municipal Corporation Ward No. 113 being portion of Premises No. 100, Sarat Pally, P.O. & P.S. Bansdroni, Kolkata – 700070, A.D.S.R. Office Alipore, Dist. South 24-Parganas **WITH** all sorts of easement rights thereto, fully mentioned in the Third Schedule of the said Deed of Partition and delineated in the Map or Plan and depicted by Green Border lines and also identified as Lot – B, as his absolute sixteen annas owner thereof.

AND WHEREAS thus the Owner herein became the absolute owner of the said piece and parcel of land measuring 5 Cottahs 15 Chittaks 38 sq.ft. more or less and constructed Asbestos Structure measuring 1225 sq.ft. on the said plot of land or on part thereof after demolishing the existing structure and also got his name recorded/mutated in respect thereof in the records of the Kolkata Municipal Corporation Ward No.113 being Premises No. 100/1, Sarat Pally and its Assessee No. 311132204978, P.S. Regent Park now Bansdroni, Kolkata – 700070 and paid taxes and other outgoings in respect thereof to the said authority concerned.

AND WHEREAS thus the Owner herein lawfully seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of land measuring 5 Cottahs 15 Chittaks 38 sq ft more or less together with Asbestos Shed Structure standing thereon measuring 1225 sq.ft. lying and situate at Mouza – Bansdroni, J.L. No. 45, comprising Dag No. 627 under C.S. Khatian No. 227 and R.S. Khatian No. 1004, within the limits of the Kolkata Municipal Corporation Ward No. 113 being Premises No. 100/1, Sarat Pally and

its Assessee No. 311132204978, P.S. Regent Park now Bansdroni, Kolkata – 700070, A.D.S.R. Office Alipore, Dist. South 24-Parganas **WITH** all sorts of easement rights thereto.

AND WHEREAS with a view to develop the said Property, the Owner herein by a Development Agreement dated 24th day of September, 2021 registered at the Office of D.S.R.-IV, Alipore and recorded in Book No. I, Volume No. 1604-2021, Pages from 271262 to 271298, Being No. 160406988, for the year 2021, entered into a contract or agreement with a Developer namely "**SWASTIK ENTERPRISE**" a Partnership Firm, having its Office at 17, Niranjani Pally, P.O. & P.S. Bansdroni, Kolkata – 700070, Dist. South 24-Parganas, represented by its Partners namely (1) **SRI JONY GANGULY**, son of Late Rajkumar Ganguly, by faith Hindu, by Nationality Indian, by Occupation Business, residing at B/6, Bansdroni Niranjani Pally, P.O. Bansdroni, P.S. Regent Park now Bansdroni, Kolkata – 700070, Dist. South 24-Parganas and (2) **SRI SWAPAN BISWAS**, son of Late Padma Biswas, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 172B, Bansdroni Govt. Colony, P.O. Bansdroni, P.S. Regent Park now Bansdroni, Kolkata – 700070, Dist. South 24-Parganas, for development of his Property being **ALL THAT** piece and parcel of Land measuring 5 Cottahs 15 Chittaks 38 sq.ft. more or less together with Asbestos structure standing thereon lying and situate at and being Premises No. 100/1, Sarat Pally and its Assessee No. 311132204978, P.S. Regent Park now Bansdroni, Kolkata – 700070, within the limits of the Kolkata Municipal Corporation Ward No. 113 A.D.S.R. Office Alipore, Dist. South 24-Parganas, by constructing a New Multi-Storied Building after demolishing the existing structure, as per sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation at the costs, expenses, efforts, risks and supervision of the said Developer subject to the terms, conditions, stipulations, obligations and allocation of the Parties, fully mentioned in the said Development Agreement.

AND WHEREAS in terms of the said Development Agreement the Owner herein, by a Development Power of Attorney on the same date i.e. 24.09.2021 registered at the Office of D.S.R.-IV, Alipore and recorded in Book No. I, Volume No. 1604-2021, Pages from 271407 to 271430, Being No. 160406994, for the year 2021, appointed said "**SWASTIK ENTERPRISE**", a Partnership Firm, having its Office at 17, Niranjana Pally, P.O. & P.S. Bansdrone, Kolkata – 700070, Dist. South 24-Parganas, represented by its Partners namely (1) **SRI JONY GANGULY**, son of Late Rajkumar Ganguly, by faith Hindu, by Nationality Indian, by Occupation Business, residing at B/6, Bansdrone Niranjana Pally, P.O. Bansdrone, P.S. Regent Park now Bansdrone, Kolkata – 700070, Dist. South 24-Parganas and (2) **SRI SWAPAN BISWAS**, son of Late Padma Biswas, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 172B, Bansdrone Govt. Colony, P.O. Bansdrone, P.S. Regent Park now Bansdrone, Kolkata – 700070, Dist. South 24-Parganas, as his constituted Attorney, to do several acts, deeds and things as fully mentioned in the said Development Power of Attorney.

AND WHEREAS thereafter the said Developer caused the said land recorded/mutated in the name of the Owner herein in the records of B.L. & L.R.O. and the said land has been recorded in the name of the Owner herein in L.R. Khatian No. 4377 of Dag No. 627 of said Mouza – Bansdrone.

AND WHEREAS the Developer also caused the said land converted into Bastu in the records of B.L. & L.R.O. vide Memo No. 17/632/Con.certificate/BLLRO/Kol/2022 dated 28.02.2022

AND WHEREAS due to some unavoidable circumstances, the said Developer did not intend to develop the said Property by constructing the said Multi-Storied Building at the said Premises and approached the Owner herein with a request to cancel the said Development Agreement and the said Development Power of Attorney to which the Owner being agreed and thereafter the Owner herein and the said

Developer by a Cancellation of Agreement dated 24/08/2023 registered at the Office of D.S.R.-III, Alipore and recorded in Book No. I, Being No. 160300622 for the year 2023 cancelled the said Development Agreement Being No. 160406988 for the year 2021 of D.S.R.-IV, Alipore.

Book del 009

AND WHEREAS thereafter by the Owner herein on confirmation of the said Developer, by a Revocation /Cancellation of Development Power of Attorney dated 24/08/2023 registered at the Office of D.S.R.-III, Alipore and recorded in Book No. I, Being No. 160300622 for the year 2023 revoked and/or cancelled the said Development Power of Attorney.

AND WHEREAS now the Owner herein is lawfully seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of Bastu Land measuring 5 Cottahs 15 Chittaks 38 sq.ft. more or less together with Asbestos Shed Structure standing thereon measuring 1225 sq.ft. lying and situate at Mouza - Bansdroni, J.L. No. 45, comprising Dag No. 627 under C.S. Khatian No. 227 and R.S. Khatian No. 1004 and L.R. Khatian No. 4377, within the limits of the Kolkata Municipal Corporation Ward No. 113 being Premises No. 100/1, Sarat Pally and its Assessee No. 311132204978, P.S. Regent Park now Bansdroni, Kolkata - 700070, A.D.S.R. Office Alipore, Dist. South 24-Parganas **WITH** all sorts of easement rights thereto, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS being seized and possessed of the same as its absolute owner, the Owner herein further expressed his desire for development of the said Property by constructing a New Multi-Storied Building after demolishing the existing structure, as per sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation through an experienced Developer.

AND WHEREAS on coming to know the intention of the Owner, the Developer herein approached the Owner with a proposal to undertake

the Development work of the said Property by constructing a New Multi-Storied Building after demolishing the existing structure, as per available sanctioned Building Plan to be obtained from the Kolkata Municipal Corporation and other necessary permission and at the costs & expenses of the said Developer.

AND WHEREAS considering the financial capacity, experience knowledge and men power of the Developer, the Owner herein agreed to allow the Developer herein to develop the said Property by constructing a New Multi-Storied Building after demolishing the existing structure as per available sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation and necessary permission to be obtained from time to time from the Appropriate Authority/ies concerned.

AND WHEREAS the Owner herein by executing this Agreement entered into a contract or Agreement with the Developer herein for development of the said Property fully described in the First Schedule hereunder written, subject to the terms, conditions and stipulations hereunder appearing.

In this Agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall have the meaning as stated below :-

- i) The Owner shall mean the Owner abovenamed and his heirs, executors, administrators, legal representatives and/or assigns;
- ii) The Developer shall mean the Developer abovenamed and its Proprietor, his heirs, executors, administrators, legal representatives and/or assigns ;
- iii) The Property shall mean **ALL THAT** piece and parcel of Bastu Land measuring 5 Cottahs 15 Chittaks 38 sq. ft. more or less together with Asbestos Shed Structure standing thereon measuring 1225 sq. ft. lying and situate at Mouza – Bansdroni, J.L. No., 45, comprising Dag No. 627 under C S.

- Khatian No. 227 and R.S. Khatian No. 1004 and L.R. Khatian No. 4377, within the limits of the Kolkata Municipal Corporation Ward No. 113 being Premises No. 100/1, Sarat Pally and its Assessee No. 311132204978, P.S. Regent Park now Bansdroni, Kolkata – 700070, A.D.S.R. Office Alipore, Dist. South 24-Parganas **WITH** all sorts of easement rights thereto, fully mentioned in the First Schedule hereunder written.
- iv) Building shall mean a New Ground Plus Three Storied Building to be constructed on the said Land after demolition and removal of the existing structure, on the basis of the available Plan to be sanctioned by the Kolkata Municipal Corporation.
- v) Architect shall mean any person, body of persons, firm or Company to be appointed or nominated by the Developer for the purpose of preparation of Building Plan/Plans, Drawings, designs as required for the purpose of construction of the proposed New Ground Plus Three Storied Building.
- vi) Plan shall mean the available Plan to be sanctioned by the Kolkata Municipal Corporation for the construction of the proposed New Ground Plus Three Storied Building in the name of the Owner after execution of this Agreement and shall include all future renewed/revised Plan.

TERMS & CONDITIONS

1. That after Registration of this Development Agreement, the Owner shall deliver peaceful vacant possession of the said Property, fully mentioned in the First Schedule hereunder written, unto and in favour of the Developer.
2. That thereafter the Developer shall at his/its costs and expenses demolish the existing structure and materials available after demolition will be entitled to get by the Developer.

3. That thereafter the Developer shall at his/its costs and expenses obtain a sanctioned Building Plan for the construction of the proposed New Ground Plus Three Storied Building, from the Kolkata Municipal Corporation in the name of the Owner herein within 6(six) months from the date of execution of this Development Agreement.
4. That the Developer shall after obtaining sanctioned Building Plan at its/his own costs & expenses from the Kolkata Municipal Corporation in the name of the Owner, construct the proposed Ground Plus Three Storied Building as per the said sanctioned Building Plan at its/his own funds and resources.
5. The Developer shall complete the construction of the proposed New Ground Plus Three Storied Building within 42(Forty Two) months from the date of execution and registration of this Development Agreement.
6. The Owner after construction of the proposed New Ground Plus Three Storied Building as per available sanctioned Building Plan, will be allocated 50% of the total constructed area in the manner written hereunder :
 - a. 50% from the Ground Floor at the North West side consisting of one Shoproom measuring 150 sq.ft. more or less covered area, one Puja Room measuring 200 sq.ft. more or less covered area and the remaining area as Car Parking Space/s
 - b. 50% from the Second Floor at the North-East side ;
 - c. Entire Third Floor ;

Of the said new Ground Plus Three Storied Building to be constructed at the said plot of land comprised in the said Premises No. 100/1, Sarat Pally, P.S. Regent Park now Bansdroni, Kolkata – 700070, within the limits of the Kolkata Municipal Corporation Ward No. 113, A.D.S.R. Office Alipore, Dist. South 24-Parganas fully described in the Second Schedule hereunder written **WITH** right to use & enjoy the common areas, common parts, installations, facilities

and amenities of the said Building & premises as fully mentioned in the Fourth Schedule hereunder written along with a adjustable sum of Rs. 45,00,000/- (Rupees Forty Five Lakh) only which will be paid by the Developer to the Owner in the manner written hereunder

- a. At the time of execution and registration of this Development Agreement. Rs. 25,00,000/-
- b. Within 15(fifteen) days from the date of Obtaining sanctioned Building Plan. Rs. 20,00,000/-

The said amount of Rs. 45,00,000/- (Rupees Forty Five Lakh) only will be adjusted in the manner written hereunder :

At the time of taking possession of Owner's Allocation, the Owner, from his allocation, will execute and register one or more Deed of Conveyance/s in respect of one Flat or Two Flats total measuring 1406 sq.ft. more or less covered area at the North-West side on the Third Floor of the said Ground Plus Three Storied Building **TOGETHER WITH** undivided impartible proportionate share of land with Common Rights, unto and in favour of the Developer or his/its Nominee/s or nominated person/s without claiming or demanding any further amount for such sale but the stamp duty and Registration Fees including Fees for Advocate will be borne by Developer or his/its the nominated person/s/nominee/s.

7. That the Developer after construction of the proposed New Ground Plus Three Storied Building as per available sanctioned Plan will be allocated the remaining 50% of the total constructed area in the manner written hereunder :
 - a. Remaining 50% from the Ground Floor at the North-East side ;
 - b. Entire First Floor ;
 - c. Remaining 50% of the Second Floor from the North-West side ;

Of the said proposed new Ground Plus Three Storied Building to be constructed at the said plot of land comprised in the said Premises No. 100/1, Sarat Pally, P.S. Regent Park now Bansdroni, Kolkata - 700070, within the limits of the Kolkata Municipal Corporation Ward No. 113, A.D.S.R. Office Alipore, Dist. South 24-Parganas, fully

described in the Third Schedule hereunder written **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities of the said Building & premises as fully mentioned in the Fourth Schedule hereunder written.

8. That after the execution & registration of this Agreement the Owner will execute and register a Development Power of Attorney in favour of the Proprietor of the Developer Firm, to obtain sanctioned Building Plan, necessary permission /approval from the competent /appropriate authority /ies, to construct a new Ground Plus Three Storied Building and to sell, transfer and convey the Flat/s, Shop/s, Car Parking Spaces and other constructed areas (under Developer's Allocation except Owners' Allocation) together with undivided impartible proportionate share of land **WITH** common rights to the intending Purchaser/s and also for other necessary purposes relating to and/or required for Development of the said Property and/or for construction of the said Multi-Storied Building.

9. That the Developer is hereby authorized by the Owner to make construction on the said Land and/or to develop the said Property after demolishing the existing structure, fully described in the First Schedule hereunder written in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation at the costs and risks of the Developer. The Developer shall be at liberty to deal with the Developer's Allocation in any manner the Developer may deem fit and proper at construction stage or after construction of Building. The Developer is empowered to hand over possession of the Developer's Allocation to his/its intending / prospective buyer/buyers and/or Agreement Holder/s. The Developer however shall have the right to enter into any sort of agreement with any person /persons /company /authority at its/his discretion for disposal of the Developer's Allocation (except the Owner's Allocation) in the said proposed New Ground Plus Three Storied Building at its/his own risk and all moneys that may come out of such agreement as earnest

money/advance/part consideration money shall only be appropriate by the Developer. However, the Owner shall, in no case, be liable for any transaction arising out of any agreement by and between the Developer and any intending Purchaser/s.

10. All cost of sanction of the Building Plan and all costs of construction of the proposed New Ground Plus Three Storied Building will be borne by the Developer and the Owner shall have no liability in respect thereof.

11. The Owner shall not be liable to any person/s for defective construction of the Building/Flats. All the liabilities and responsibilities lie with the Developer.

12. The Developer shall use the standard Building materials in constructing the proposed new Ground Plus Three Storied building as per specification hereunder written.

13. Unless due to reasons beyond the control and the execution of the terms of this Agreement as to completion of the construction is not hindered by acts of God and/or other reasons like nature such as Non-availability of Building Materials, mob-violence or any natural calamities including Covid-19, the Developer shall complete the construction of the proposed New Ground Plus Three Storied Building within the said period of 42(Forty Two) months from the date of execution and registration of this Development Agreement. If the Developer fails to do the same the Owner shall allow the Developer a further period of 6(six) months as grace period after expiry of 42(Forty Two) months to complete the said Building and to hand over the Owner's Allocation to the Owner but in such event the Developer shall pay a sum of Rs. 20,000/- (Rupees Twenty Thousand) only per month as penalty during the said grace period. If the Developer too fails to complete the said building and also fails to deliver the Owner's Allocation to the Owner during the said grace period in such event the Owner shall have every right to cancel this Development Agreement and Development Power of Attorney.

14. That after the execution & Registration of this Agreement the Owner shall execute and register a Development Power of Attorney in favour of the Proprietor of the Developer Firm to do the following acts, deeds and things:

a) To obtain necessary permission/s, sanctioned Building Plan and/or revised or modified Plan from the K.M.C, if require & to construct the proposed New Ground Plus Three Storied Building at the said Premises after demolishing the existing structure.

b) To appear and represent the Owner before the K.M.C. and all other authority/ies, all Police Station to obtain necessary approval/permission and to make representation in all respect.

c) To execute, sign, register, present and admit Deed of Conveyance/s in respect of the Flat/s, Car Parking Space/s, Shop/s and other constructed areas, under Developer's Allocation (except owner's Allocation), as fully mentioned in the Third Schedule hereunder written or any part thereof to the intending Purchaser/s and for the purpose of such Sale to enter into any agreement for Sale with those intending Purchaser/s and to register the same, if necessary.

d) To enter into any agreement for Sale/s and receive earnest money, Booking money, advance, part or full consideration money from those intending Purchaser/s in respect of the Developer's Allocation (except Owner's Allocation) as fully mentioned in the Third Schedule hereunder written to appropriate the same and to do all other acts, deeds and things which is necessary for the purpose of such Development and to do all other acts, deeds and things.

15. That the Developer shall appropriate the entire consideration money to be received after selling of the Flat/s, Car Parking Space/s, Shop/s and other constructed areas under its/his Allocation (i.e. Developer's Allocation).



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16. That the Developer at the time of construction of the said Building will be at liberty to use Tap Water and Electricity, if exist in the said Premises and the Developer shall bear costs, expenses and charges of the same.

17. The Developer will be at liberty to place a Sign Board for Public Notice as to the Project undertaken by the Developer.

18. During the continuance of this Agreement the Owner shall :

a) assist the Developer in mutating the name of its/his nominee /nominees.

b) Permit the Developer its/his Architect and/or its/his representatives to use the said Property for the purpose of Survey, Soil-testing, preparation of the Building Plan or other purpose relating to the construction of the proposed New Ground Plus Three Storied Building for which the agreement is being executed and signed by and between the Owner and the Developer.

c) To allow the Developer and/or its/his representatives to exploit the resources of the land and the structures in such manner at the discretion of the Developer.

19. The Owner doth hereby undertake that the Developer shall be entitled to construct and complete the said building at the said Premises and to transfer, sell, convey, assign, assure and dispose of the Flat/s, Car Parking Space/s, Shop/s and other constructed areas together with undivided impartible proportionate share of land with common rights under Developer's Allocation (except owner's Allocation) to any person/s according to the discretion of the developer and on such terms and conditions at such price or prices as the Developer may agree upon during the continuance of the construction work. The Developer shall have the full right and absolute authority to enter into any agreement for Sale of the Flat/s, Car Parking Space/s, Shop/s and other constructed areas together with

undivided impartible proportionate share of land with common rights under the Developer's Allocation (except Owner's Allocation) and to receive earnest money and/or advance and/or part consideration money and/or full consideration money.

20. The Developer shall give or issue Possession letter to the Owner after completion of the Owner's Allocation in habitable condition and full of modern amenities and facilities.

21. After completion of the entire construction work and same should be in habitable condition, all the Flat owners will form a Flat owners Association to maintain inspection to the said building and incur expenses related with the dwelling purposes.

22. The common areas, common parts, facilities, amenities and installations as fully mentioned in the Fourth Schedule hereunder written will be jointly enjoyed and/or will be enjoyed in common by the Owner with all Flat Owners.

23. That the Owner shall hand over to the Developer all papers and documents related to the said Land/Premises concerned along with the Original of the title Deed/s, Current Tax Bill etc. etc. enabling the Developer to proceed with all functions of mutation, obtaining sanction Plan and construction works and the Developer doth hereby undertake that the Developer will refund all the Original of above documents to the Owner after sale of Developer's Allocation.

24. The Owner and the Developer have entered into this Agreement purely as contract for their respective gains and benefit.

25. That the Owner doth hereby declare that the said Premises/Land is now free from all encumbrances and there is no other agreement for construction in force with any other building contractor, developer /developers and Promoters, if so, the Owner shall be fully responsible for all construction losses and damages of the Developer.

26. That the Owner shall provide all helps and co-operations except monetary help for smooth construction work according to the rules and guideline of the K.M.C. sanction Plan to the Developer until the construction of the said proposed building is completed.

27. That if the intending Purchaser/Purchasers intend/s to make payment of the Developer's Allocation at the construction stage or after construction by Cheque or Draft or in any other way that will be issued in favour of the Developer.

28. That the Developer shall bear Rent and/or alternate accommodation charges for shifting for the Owner herein @ Rs. 10,000/- (Rupees Ten Thousand) only per month from the date of handing over possession in favour of the Developer upto the date of handing over the Owners' Allocation to the Owner in the new Building. The Owner shall hand over the said Property to the Developer simultaneously with the execution of this Agreement.

29. That the costs and expenses for bringing and installation for mother Electric Meter will be borne by the Developer and the costs and expenses for bringing and installation of individual Electric Meter for the Owner will be borne by the Owner.

30. That after completion of the said Ground Plus Three Storied Building, the Developer shall at its/his costs and expenses obtain completion certificate from the Kolkata Municipal Corporation within 6 (six) months from the date of delivery of Owner's Allocation and a Xerox copy of the same to be handed over to the Owner.

31. That the Developer shall submit the Plan to the Owner before sanction for its approval and after sanction of the Plan the Developer will provide a copy of architectural Plan and a structural plan to the Owner within 15(fifteen) days from the date of sanction.

32. That all the terms & conditions of this Agreement will be binding on the parties herein as well as their respective legal heirs.

33. In case of any dispute and differences or questions arises between the Parties hereto with regard to this Agreement, the both parties shall have liberty to sue before the competent Court of Law under South 24-Parganas, Kolkata Jurisdiction.

34. That the name of the building will be NEEL MADHAB APARTMENT.

35. That the time is the essence of contract.

FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu Land measuring 5 Cottahs 15 Chittaks 38 sq.ft. more or less together with Asbestos Shed Structure standing thereon measuring 1225 sq.ft. (cemented floor) lying and situate at Mouza – Bansdroni, J.L. No. 45, comprising Dag No. 627 under C.S. Khatian No. 227 and R.S. Khatian No. 1004 and L.R. Khatian No. 4377, within the limits of the Kolkata Municipal Corporation Ward No. 113 being Premises No. 100/1, Sarat Pally and its Assessee No. 311132204978, P.S. Regent Park now Bansdroni, Kolkata – 700070, A.D.S.R. Office Alipore, Dist. South 24-Parganas WITH all sorts of easement rights thereto being butted and bounded by :

On the North : By 18`ft. Wide K.M.C. Road ;

On the South : By Part of R.S. Dag No. 631 ;

On the East : By R.S. Dag No. 626 ;

On the West : By Part of R.S. Dag No. 227 & Property of Others ;

SECOND SCHEDULE REFERRED TO ABOVE

(Owner's Allocation)

The Owner after construction of the proposed New Ground Plus Three Storied Building as per available sanctioned Building Plan, will

be allocated the 50% of the total constructed area in the manner written hereunder :

- a. 50% from the Ground Floor at the North West side consisting of one Shoproom measuring 150 sq.ft. more or less covered area, one Puja Room measuring 200 sq.ft. more or less covered area and the remaining area as Car Parking Space/s
- b. 50% from the Second Floor at the North-East side ;
- c. Entire Third Floor ;

Of the said new Ground Plus Three Storied Building to be constructed at the said plot of land comprised in the said Premises No. 100/1, Sarat Pally, P.S. Regent Park now Bansdroni, Kolkata – 700070, within the limits of the Kolkata Municipal Corporation Ward No. 113, A.D.S.R. Office Alipore, Dist. South 24-Parganas **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities of the said Building & premises as fully mentioned in the Fourth Schedule hereunder written along with a adjustable sum of Rs. 45,00,000/- (Rupees Forty Five Lakh) only which will be paid by the Developer to the Owner in the manner written hereunder :

- a. At the time of execution and registration of this Development Agreement. Rs. 25,00,000/-
- b. Within 15(fifteen) days from the date of Obtaining sanctioned Building Plan. Rs. 20,00,000/-

The said amount of Rs. 45,00,000/- (Rupees Forty Five Lakh) only will be adjusted in the manner written hereunder :

At the time of taking possession of Owner's Allocation, the Owner, from his allocation, will execute and register one or more Deed of Conveyance/s in respect of one Flat or Two Flats total measuring 1406 sq.ft. more or less covered area at the North-West side on the Third Floor of the said Ground Plus Three Storied Building **TOGETHER WITH** undivided impartible proportionate share of land with Common Rights, unto and in favour of the Developer or his/its Nominee/s or nominated person/s without claiming or demanding any further amount for such sale but the stamp duty and

Registration Fees including Fees for Advocate will be borne by Developer or his/its the nominated person/s/nominee/s.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's Allocation)

The Developer after construction of the proposed New Ground Plus Three Storied Building as per available sanctioned Plan will be allocated the remaining .50% of the total constructed Area in the manner written hereunder :

- a. Remaining 50% from the Ground Floor at the North-East side ;
- b. Entire First Floor ;
- c. Remaining 50% of the Second Floor from the North-West side ;

Of the said proposed new Ground Plus Three Storied Building to be constructed at the said plot of land comprised in the said Premises No. 100/1, Sarat Pally, P.S. Regent Park now Bansdroni, Kolkata – 700070, within the limits of the Kolkata Municipal Corporation Ward No. 113, A.D.S.R. Office Alipore, Dist. South 24-Parganas **WITH** right to use & enjoy the common areas, common parts, installations, facilities and amenities of the said Building & premises as fully mentioned in the Fourth Schedule hereunder written.

FOURTH SCHEDULE REFERRED TO ABOVE

(Common Areas, common parts, installations, facilities & amenities)

1. Open Land in and around the Building and side space.
2. Outer Walls of the Main Building.
3. Columns of the Main Building.
4. Surface drains, sewerage/drainage.
5. Boundary Walls.
6. Septic Tank.

7. Water Reservoirs, both underground and overhead and main pipe line except those are inside any Unit.
8. Passage/Side Common Space.
9. Main Entrance of the Building & Premises.
10. Electric Motor-cum-Electric Pump Room.
11. Stairs, staircases, stair landing and roof of the Building.
12. Electric wiring and lights in the staircase, landing and main entrances.
13. Lift, machine, room and other installation thereof.

SPECIFICATION

1. **FOUNDATION** :

The Building is designed on R.C.C. footing and frame, cement : Ambuja/Lafarz/ACC, Road : Durgapur TMT.

2. **WALLS** :

All external walls shall be 125 mm thick brick wall with cement plaster. All internal partition wall shall be 3" thick brick wall with both side cement plaster.

3. **DOORS** :

All doors shall be flush door (1 ¼ " thick) and Frame will be of Shal Wood and bathroom door will be of PVC and the bathroom frame will be Wooden of PVC.

4. **WINDOWS** :

All windows shall of Aluminum Sliding with grill with smoke glass choice.

5. **FLOORING** :

Entire Floor will be provided of Marble Finish/Vitrified Tiles.

6. **INTERNAL FINISH TO WALLS** :

All internal walls , ceiling of bed room living rooms & Verandah Kitchen and toilets shall be finished with Putty.

7. **EXTERNAL PAINTING** :

All the external walls will be painted by snowcem finished with suitable colour combination.

8. **SANITARY AND PLUMBING :**

All the internal horizontal soil and waste pipes shall be 50mm to 100mm dia C.I./P.V.C. pipes joint with cement mortar and exposed to wall. All the rain water pipes shall be 100 mm dia in good quality asbestos PVC/HDPE. All the Sanitary and Toilet shall have white Anglo Indian Commode with low down P.V.C. Cistern, 1 No. White 18" X 12" wash basin, shower with cold water provision. All bathroom fittings such as stop cock, bib cock, pillar cock will be of C.P.

9. **ELECTRIFICATION :**

Only Owner's portion all the internal wiring shall be concealed in polythene conduit, all wires (Finolex or Havel) shall be of copper, all switch boards of M.S. Flush with walls cover with white switch each bed room shall provide with 3 nos. light points 2 no. 5 amp plug point, 2 no. fan point. Each drawing and dining space shall be provided with 3 no. light points + 2 No. Fan point + 2 no. 15 amp + 1 No. 5 amp plug point + 1 no. Calling bell point, Each Kitchen shall be provided with 1 no. light point + 1 No. 5 amp plug point + 1 no. Ex. Fan point, 1 No. Light point, 1 no. Fan point, one A.C. Point in one bed Room.

10. **WATER SUPPLY :**

Each Flat will be provided water supply line from R.C.C. over head water tank shall be fitted up by water pump from Semi underground water Reservoir for all the flats. Water will be supplied from Municipal water supply.

11. **KITCHEN :** 4'-0" tiles from Black Stone cooking Platform, with stainless steel sink.

12. **TOILET :** Marble flooring, Indian/Commode Pan of standard quality, tiles upto 7'-0" height.

The Owner shall bear all expenses for any other extra work if made in the said Owner's Allocation.

13. ROOF :

Over the R.C. Roof Slab concrete screening with Water-proofing compound & net cement finished on the Top, 3' height parapet Wall & suitable Rain Water pipe for proper drainage.

LIFT: Appropriate Size of Lift and other accessories.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day month and year first above written.

IN PRESENCE OF :

1. Sony Ganguly.
B/6 N. Pally Kot-70

Basu Deb Das.
Signature of the Owner

2. Ratan Singh
B. Bighnally
1-93

SINGHA CONSTRUCTION
Rahul Singha
Proprietor

Signature of the Developer.

Drafted by me & prepared
in my office :

Ratan Singh
Advocate. WB/277/83
Alipore Police Court,
Kolkata-700027.

MEMO

RECEIVED a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakh) only from the withinnamed Developer in the manner written hereunder :

By A/C Payee Cheque No. 000012
Dt. 24.08.2023 drawn on Indian
Overseas Bank, Kudghat Branch.

Total : Rs. 25,00,000/-
Rs. 25,00,000/-

(Rupees Twenty Five Lakh) only.

WITNESSES:

1. *Jony Gangauley.*

2. *Rafan De*

Basu deb Das.
(Signature of the Owner)

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Basu Deb Das*



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Rahul Singh*

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Major Information of the Deed

	I-1603-13194/2023	Date of Registration	24/08/2023
	1603-2002158820/2023	Office where deed is registered	
	23/08/2023 11:06:50 AM	D.S.R - III SOUTH 24-PARGANAS District	South 24-Parganas
Applicant Name, Address & Other Details	RATAN KUMAR DUTTA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240641711, Status : Advocate		
		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 25,00,000/-]	
		Market Value	
		Rs. 58,04,758/-	
		Registration Fee Paid	
	Rs. 7,021/- (Article:48(g))	Rs. 25,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat
 Party Premises No: 100/1 Ward No: 113 Pin Code : 700070

Sch No	Plot Number	Khata Number	Land Use Proposed/ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	5 Katha 15 Chatak 38 Sq Ft		54,74,008/-	Width of Approach Road 18 Ft.
Grand Total :				9.884Dec	0/-	54,74,008 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1225 Sq Ft.	0/-	3,30,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 1225 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Rcof Type: Tin Shed, Extent of Completion: Complete					
	Total :	1225 sq ft	0/-	3,30,750 /-	

Land Details :

Mr BASUDEB DAS, (Alias: Mr BASUDEV DAS)
 Son of Late NISHIT KIPAN DAS
 Executed by: Self, Date of Execution: 24/08/2023
 Admitted by: Self, Date of Admission: 24/08/2023, Place: Office



Basudeb Das

24/08/2023

100/1, SARAT PALLY, City:- , P.O:- BANSDRONI, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: : AWxxxxxx5B, Aadhaar No: 95xxxxxxxx6639, Status :Individual, Executed by: Self, Date of Execution: 24/08/2023 , Admitted by: Self, Date of Admission: 24/08/2023 ,Place : Office

Developer Details :

Sl. No. Name, Address, Photo, Finger print and Signature

1 **MS SINGHA CONSTRUCTION**
 B/167, ANANDA PALLY EAST, City:- , P.O:- PURBA PUTIARY P.S.-Regent Park, District -South 24-Parganas West Bengal, India, PIN:- 700093 , PAN No.: : FSxxxxxx7B, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

Representative Details :

Sl. No. Name, Address, Photo, Finger print and Signature

1 **Mr RAHUL SINGHA (Presentant)**
 Son of Mr TAPAN SINGHA
 Date of Execution - 24/08/2023, , Admitted by: Self, Date of Admission: 24/08/2023, Place of Admission of Execution: Office





Rahul Singha

24/08/2023

NABAPALLY 22 BIGHA, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: : FSxxxxxx7B, Aadhaar No: 86xxxxxxxx9455 Status : Representative, Representative of : MS SINGHA CONSTRUCTION (as SOLE PROPRIETOR)

Identifier Details :

Photo	Finger Print	Signature
<p>Mr SUNNY GUPTA Son of Mr BILASH GUPTA B/167, ANANDA PALLY EAST, City:- P.O - PURBA PUTIARY, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093</p>		
24/08/2023	24/08/2023	24/08/2023

Identifier Of Mr BASUDEB DAS, Mr RAHUL SINGHA

SI.No	From	To. with area (Name-Area)
1	Mr BASUDEB DAS	MS SINGHA CONSTRUCTION-9 88398 Dec
SI.No	From	To. with area (Name-Area)
1	Mr BASUDEB DAS	MS SINGHA CONSTRUCTION-1225 00000000 Sq Ft

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 354775 to 354805
being No 160313194 for the year 2023.



Digitally signed by Debasish Dhar
Date: 2023.08.24 16:25:38 +05:30
Reason: Digital Signing of Deed

Dhar

(Debasish Dhar) 2023/08/24 04:25:38 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)