

07577/21

I 07289/2021



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

G 756691

G 756691

১৯/৯/২১  
৬-২/১৬/২০২১

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.

  
District Sub-Registrar  
Alipore, South 24-parganas

06 SEP 2021

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT FOR DEVELOPMENT** is made on this <sup>6<sup>th</sup></sup> day of <sup>Sept</sup>, 2021 (Two Thousand Twenty One).

**BETWEEN**

03 SEP 2021

7214

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

Name:.....**Bodhisatwa Basu**.....

Address:.....**Advocate**.....

Vendor:.....**Subhankar Das**.....**Alipur Police Court**  
**Kolkata - 27**

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol-27



7214 = 5000/-



*Identified by*  
*Bodhisatwa Basu*  
*(Advocate)*  
*Alipur Police Court*  
*Kol-27*

District Sub-Registrar-III  
Alipore, South 24 Parganas

10 6 / SEP 2021

**1. SMT. PUTUL GHOSH (PAN- AWEPG3462G) (AADHAAR NO. 290460322414)**, wife of Sri Biswanath Ghosh and **2. SMT. PINKU GHOSH (PAN- BPGPG4047B) (AADHAAR NO.359537643321)**, wife of Sri Sambhunath Ghosh, both by Faith – Hindu, by occupation – Housewife, by Nationality – Indian, residing at V-54, Vivekananda Sarani, Kamdahari, P.O. Garia, P.S. Bansdrani, Kolkata-700084, District - South 24 Parganas, hereinafter called and referred to as the **“LAND OWNERS”** (which expression shall unless exclude by or repugnant to the context be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTIES**;

**AND**

**MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (AADHAAR NO. 862440510636)**, son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrani, Kolkata - 700084, sole Proprietor of **M/S. BHATTACHARJEE CONSTRUCTION**, having its office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrani, Kolkata - 700084, hereinafter called and referred to as the **“DEVELOPER/PROMOTER”** (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY**.

**WHEREAS** Sri Biswanath Ghosh and Sri Sambhunath Ghosh were the lawful owners of all that piece and parcel of Landed Property measuring a little bit more or less 44 cottahs 08 chitak 00 sq. ft. appertaining to R. S. Khatian No.211, 354 & 622 comprised in R. S. Dag No.189, 190, 204/324, 208, 209 & 211 in Mouza -Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdrani, Kolkata 700084 in the District of South 24 Parganas by virtue of DEED OF PARTITION duly registered and entered in Book No. I, Volume No. 253, Pages 14 to 28, Being No. 9849 for the year 1980 at District Sub-Registrar, Alipore and mutated their names in The Kolkata Municipal Corporation (Assessment-Collection Department) being Premises No.238, Vivekananda Park (Assessee No.31-111-28-0238-5).

**AND WHEREAS** during peaceful possession & enjoyment the said Sri Biswanath Ghosh and Sri Sambhunath Ghosh sold out 12 Cottahs 10 Chittaks 07 sq. ft. to different person/s due for their financial crisis and same has separated from municipal records and the remaining portion of Land/Property that has mutated in the B.L & L.R.O., ATM Block at Kasba vide Memo No.18/mut/1839-1840 & 1842-1845/BLLRO/ATM/Kasba dated 21/04/2011 certifying the plot area under their possession & enjoyment measuring a little bit more or less 30 Cottahs 11 Chittaks 08 sq. ft. and subsequently the same has declared by DEED OF DECLARATION duly registered and entered in Book No. I, C.D Volume No.11, Pages 2107 to 2118, Being No. 02609 for the year 2014 at Addl. District Sub Registrar, Alipore, South 24 Parganas.

**AND WHEREAS** after that, a portion of appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No. 209 measuring more or less 05 Cottahs 09 Chittaks 17 sq. ft. out of 30 Cottahs 11 Chittaks 08 sq. ft. gifted to their wife's by virtue of DEED OF GIFT duly registered and entered in Book No. I, Volume No. 4, Pages 2558 to 2570, Being No. 00913 for the year 2015 (13-March-2015) at D.S.R-I, South 24 Parganas and the remaining 25 Cottahs 01 Chittaks 36 sq. ft. since in possession with undivided joint enjoyment along with boundary wall without any interference from others including ingress & egress right there to more fully described in the schedule there under written free from all encumbrances.

**AND WHEREAS** during peaceful undivided joint possession and enjoyment of the said Landed Property the said Sri Biswanath Ghosh & Sri Sambhunath Ghosh gifted **ALL THAT** piece & parcel of Bastu Land appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No.209 measuring 00 Cottah 02 Chittaks 33 sq. ft. and appertaining to R. S. Khatian No. 211 comprised in R. S. Dag No. 208 measuring 04 Cottahs 09 Chittaks 22 sq. ft. all together measuring a little bit more or less 04 Cottahs 12 Chittaks 10 sq. ft. with existing I/D.H (R.T Structure with Brick wall) aged about 20 years old measuring 120 sq. ft. (Cemented Flooring) in Mouza Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdrani, Kolkata 700084 being known as portion of **Premises No.238, Vivekananda Park (Assessee No.31-111-28-0238-5)** in ward

No.111 of Borough No. XI of the Kolkata Municipal Corporation in the District of South 24 Parganas in favour of their wives **SMT. PUTUL GHOSH** and **SMT. PINKU GHOSH** respectively by virtue of Deed of Gift dated 18<sup>th</sup> January, 2017 which was registered in the office of District Sub-Registrar-I at Alipore and recorded in Book No. I, Volume No. 1601-2017, Page from 3293 to 3312, being no. 160100109 for the year 2017.

**AND WHEREAS** in the said Deed being No. 160100109 for the year 2017 the total land area was wrongly written as (by typographical error) 04 Cottahs 13 Chittaks 42 sq. ft. instead of actual area measuring about 04 Cottahs 12 Chittaks 10 sq. ft. in page no. 5 and line no. 13 and in "**SCHEDULE A**" and "**SCHEDULE B**" of the above mentioned Gift Deed and respectively in page no. 6 and 7.

**AND WHEREAS** the said **SMT. PUTUL GHOSH** and **SMT. PINKU GHOSH** became the joint owners of **ALL THAT** piece & parcel of Bastu Land appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No.209 measuring 00 Cottah 02 Chittaks 33 sq. ft. and appertaining to R. S. Khatian No. 211 comprised in R. S. Dag No. 208 measuring 04 Cottahs 09 Chittaks 22 sq. ft. all together measuring a little bit more or less 04 Cottahs 12 Chittaks 10 sq. ft. with existing I/D.H (R.T Structure with Brick wall) aged about 20 years old measuring 120 sq. ft. (Cemented Flooring) in Mouza Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdrani, Kolkata 700084 being known as portion of **Premises No.238, Vivekananda Park (Assessee No.31-111-28-0238-5)** in ward No.111 of Borough No. XI of the Kolkata Municipal Corporation in the District of South 24 Parganas.

**AND WHEREAS** the said **SMT. PUTUL GHOSH** and **SMT. PINKU GHOSH** jointly applied to mutate their name in the office of the Kolkata Municipal Corporation and the premises was being known and numbered as **238/7, Vivekananda Park**, being **Assessee No. 31-111-28-0799-1**.

**AND WHEREAS** the Land Owners herein have thus possessing and enjoying the Schedule property as its absolute owners without any hindrances from any corner whatsoever and have been paying all rents, rates and taxes thereof which is free from all encumbrances and bears a good marketable title.

**AND WHEREAS** the Land Owners now desirous to construct a multistoried building and want to give **ALL THAT** piece & parcel of Bastu Land appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No.209 measuring 00 Cottah 02 Chittaks 33 sq. ft. and appertaining to R. S. Khatian No. 211 comprised in R. S. Dag No. 208 measuring 04 Cottahs 09

Chittaks 22 sq. ft. all together measuring a little bit more or less 04 Cottahs 12 Chittaks 10 sq. ft. situated in Mouza Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdrone (K.P), Kolkata 700084 being known as portion of **Premises No.238/7, Vivekananda Park, Assessee No. 31-111-28-0799-1** in ward No.111 of Borough No. XI of the Kolkata Municipal Corporation in the District of South 24 Parganas to the developer herein to develop the property by raising a G + III storied building.

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

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

**ARTICLE -I**  
**(DEFINITION)**

**1. LAND OWNERS: 1. SMT. PUTUL GHOSH (PAN- AWEPG3462G) (AADHAAR NO. 290460322414),** wife of Sri Biswanath Ghosh and **2. SMT. PINKU GHOSH (PAN- BPGPG4047B) (AADHAAR NO.359537643321),** wife of Sri Sambhunath Ghosh, both by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at V-54, Vivekananda Sarani, Kamdahari, P.O. Garia, P.S. Bansdrone, Kolkata-700084, District - South 24 Parganas.

**2. DEVELOPER: MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (AADHAAR NO. 862440510636),** son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrone, Kolkata - 700084, sole Proprietor of **M/S. BHATTACHARJEE CONSTRUCTION**, having its office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrone, Kolkata - 700084.

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

4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Third Schedule hereto.
5. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Second Schedule hereto.
6. **ARBITRATOR** shall mean such person or persons whom the DEVELOPER and OWNERS jointly may from time to time appoint as the Arbitrator for the Project.
7. **MUNICIPALITY** shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
8. **LAND** shall mean **ALL THAT** piece & parcel of Bastu Land appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No.209 measuring 00 Cottah 02 Chittaks 33 sq. ft. and appertaining to R. S. Khatian No. 211 comprised in R. S. Dag No. 208 measuring 04 Cottahs 09 Chittaks 22 sq. ft. all together measuring a little bit more or less 04 Cottahs 12 Chittaks 10 sq. ft. situated in Mouza Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdrani, Kolkata 700084 being known as portion of **Premises No.238/7, Vivekananda Park, Assessee No. 31-111-28-0799-1** in ward No.111 of Borough No. XI of the Kolkata Municipal Corporation in the District of South 24 Parganas.
9. **NEW BULDING** shall mean and include the G + III storied building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.
10. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, septic tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "**THIRD**" herein below.

**11. OWNERS' ALLOCATION AS FIXED AS FOLLOWS:** In the new G +III storied Building constructed on the land described here under the **FIRST SCHEDULE** land, the **LAND OWNERS** shall get :-

- i) **ALL THAT the entire FIRST FLOOR (two 2 BHK flats and one 3 BHK flat).**
- ii) **ALL THAT one 2 BHK Flat at South-West side on the THIRD FLOOR.**
- iii) **ALL THAT two Car Parking spaces being car parking no. C1 and C2 and two Shops being shop no. S1 and S2.**
- iv) **Developer will pay Rs. 2,00,000/- (Rupees Two Lakh) only as forfeit amount to the Land Owners.**

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

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

- i) **ALL THAT the entire SECOND FLOOR (two 3 BHK flats).**
- ii) **ALL THAT one 3 BHK Flat at South-East side and one 2 BHK Flat at North-West side on the THIRD FLOOR.**
- iii) **ALL THAT Four Car Parking spaces being car parking no. C3, C4, C5 and C6 and two Shops being shop no. S3 and S4.**

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owners in favour of the Developer.

**13. PLANS** shall mean the plans of the new building which would be sanctioned and approved by Kolkata Municipal Corporation and other



concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the **OWNERS** and in case of any Revised Plan also such approval has to be taken.

**14. PREMISE** shall mean having comprised in the premises having an area of **ALL THAT** piece & parcel of Bastu Land appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No.209 measuring 00 Cottah 02 Chittaks 33 sq. ft. and appertaining to R. S. Khatian No. 211 comprised in R. S. Dag No. 208 measuring 04 Cottahs 09 Chittaks 22 sq. ft. all together measuring a little bit more or less 04 Cottahs 12 Chittaks 10 sq. ft. situated in Mouza Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdroni, Kolkata 700084 being known as portion of **Premises No.238/7, Vivekananda Park, Assessee No. 31-111-28-0799-1** in ward No.111 of Borough No. XI of the Kolkata Municipal Corporation in the District of South 24 Parganas more fully described in the **FIRST SCHEDULE** hereto.

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

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

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

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

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

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

**19. SUBMISSION OF THE DOCUMENTS** : at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents and all other related necessary papers shall be submitted by the OWNERS to the Developer and against this submission the Developer issue a proper receipt to the land owners for thier documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs and the Developer shall return all the documents/papers to the Owners after completion of the construction work.

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

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

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

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

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

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

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

#### **ARTICLE-II COMMENCEMENT**

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

#### **ARTICLE - II** **OWNERS' OBLIGATION**

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

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

**2.3** Subject to the proceeding clause, the '**OWNERS**' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owners' share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority and handover the possession to the Land Owners within a stipulated period of **18 months** from the date of the Sanction Plan if the Developer will not be

able to hand over the possession within the stipulated period of **18 months** from getting sanction plan from Kolkata Municipal Corporation then the **OWNERS** will give them another **6 months** as a grace period as mutually agreed upon by the parties hereto.

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

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

**2.6** The **OWNERS** hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

**2.7** The **OWNERS** hereby agree and covenant with the **DEVELOPER** not to do any act, deed or thing whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any of the **DEVELOPER** allocated portion in the building after completion of the new building.

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

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

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

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

**ARTICLE - III**  
**OWNERS' RIGHTS AND REPRESENTATIONS**

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

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

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

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

**3.5** The Owners shall exclusively entitled to Owners' Allocation in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the peaceful possession of the Owners' Allocation.

**ARTICLE-IV**  
**DEVELOPER'S/PROMOTER'S RIGHTS**

**4.1.** If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the '**OWNERS**' and the 'developer' shall pay and bear all fees including

Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.

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

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

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

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

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

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

Developer Firm and/or in the name of **MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (AADHAAR NO. 862440510636)**, son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdroni, Kolkata - 700084, sole Proprietor of **M/S. BHATTACHARJEE CONSTRUCTION**, having its office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdroni, Kolkata - 700084 where the **LAND OWNERS** shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the **FIRST SCHEDULE**.

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

**4.9.** That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats etc. belonging to the Developer's allocation. The Owners hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the

**OWNERS**/Vendors in respect of the property under reference but in normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by signing Deed Return Receipt on the strength of Development Power of Attorney executed by the Land **OWNERS** in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

#### **ARTICLE - V**

##### **DEVELOPER'S/PROMOTER'S OBLIGATION**

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

**5.2** That the developer will be obliged to pay upto date all corporation taxes, B.L. & L.R.O. khajna, corporation mutation, B.L. & L.R.O. mutation.

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

**5.4** The developer/promoter hereby agrees and covenants with the **OWNERS** not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owners.

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

**5.6** That upon completion of construction of the new building, the builder shall inform the **OWNERS** to take delivery of possession of the **OWNERS'** allocated area in the new building in good and habitable condition and the



**OWNERS** within 30 days from the date of such intimation shall take possession of their allocations thereon and the land **OWNERS** shall have to pay all rent, rates and taxes and others out goings from the date of taking land owners' allocation as per notice serves.

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

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

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

**ARTICLE - VII**  
**FORCE MAJEURE**

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

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

**ARTICLE-VIII**  
**JURISDICTION**

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

**ARTICLE IX**  
**ARBITRATION**

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms

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

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

**FIRST SCHEDULE**  
**(DESCRIPTION OF THE LAND)**

**ALL THAT** piece & parcel of Bastu Land appertaining to R. S. Khatian No. 354 comprised in R. S. Dag No.209 measuring 00 Cottah 02 Chittaks 33 sq. ft. and appertaining to R. S. Khatian No. 211 comprised in R. S. Dag No. 208 measuring 04 Cottahs 09 Chittaks 22 sq. ft. all together measuring a little bit more or less 04 Cottahs 12 Chittaks 10 sq. ft. with existing I/D.H (R.T Structure with Brick wall) aged about 20 years old measuring 120 sq. ft. (Cemented Flooring) in Mouza Kamdahari, J. L. No. 49 under the jurisdiction of A.D.S.R. Alipore, Police Station Bansdrani (K.P), Kolkata 700084 being known as portion of **Premises No.238/7, Vivekananda Park, Assessee No. 31-111-28-0799-1** in ward No.111 of Borough No. XI of the Kolkata Municipal Corporation in the District of South 24 Parganas, their property is butted and bounded as follows:-

**ON THE NORTH** : 12'-0" wide (K.M.C/Black top) Road.

**ON THE SOUTH** : Remaining portion of R. S. Dag No.208 & 209 of Premises No. 238, Vivekananda Park.

**ON THE EAST** : 12'-0" wide (K.M.C/Black top) Road.

**ON THE WEST** : Remaining portion of R. S. Dag No. 209 of Premises No. 238, Vivekananda Park.

**SECOND SCHEDULE**

**OWNERS' ALLOCATION AS FIXED AS FOLLOWS:** In the new G +III storied Building constructed on the land described here under the **FIRST SCHEDULE** land, the **LAND OWNERS** shall get :-

- v) **ALL THAT the entire FIRST FLOOR (two 2 BHK flats and one 3 BHK flat).**
- vi) **ALL THAT one 2 BHK Flat at South-West side on the THIRD FLOOR.**
- vii) **ALL THAT two Car Parking spaces being car parking no. C1 and C2 and two Shops being shop no. S1 and S2.**
- viii) **Developer will pay Rs. 2,00,000/- (Rupees Two Lakh) only as forfeit amount to the Land Owners**

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

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

- iv) **ALL THAT the entire SECOND FLOOR (two 3 BHK flats).**
- v) **ALL THAT one 3 BHK Flat at South-East side and one 2 BHK Flat at North-West side on the THIRD FLOOR.**
- vi) **ALL THAT Four Car Parking spaces being car parking no. C3, C4, C5 and C6 and two Shops being shop no. S3 and S4.**

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owners in favour of the Developer.

- Structural Sanction Plan.
2. Plinths : As per Kolkata Municipal Corporation Structural Sanction Plan.
  3. Super Structure : As per Kolkata Municipal Corporation Structural Sanction Plan.
  4. Walls : As per Kolkata Municipal Corporation Structural Sanction Plan.
  5. Floor Finishing Skirting Dado etc. : Marble flooring 4" skirting and margin and 6'-4" Dado to bath and privy and 3' ft. Height glazed tiles above cooking platform and at toilet marble flooring to 7' (lintel level) from the floor height.
  6. Plaster : the outside of the building wall have cement plaster (1:6)  $\frac{3}{4}$  (Average) where at the inside and the ceiling plaster will be 1/2" thick. (Average) in 1:4 with plaster of a paris finishing inside and outside plaster shall be of cement and sand.
  7. Outside Painting : Weather Coat
  8. Doors : (a) Wooden Frame (Sal Wood) of each door.  
(b) Commercial flash door with Teak ply pasting and polished.  
(c) Aluminum Tower Bolt  
(d) Godrej lock door for all door except PVC door in toilet.  
(e) Electrical bell point
  9. Windows : Aluminum Sliding windows with ( 3mm) white clear glass and grill of good quality.
  10. Toilet Fitting :
    - (a) One W.C. and white commode (Hindware) with white P.V.C. cistern (Reliance).
    - (b) One white porcelain washbasin (Hindware).
    - (c) One Shower.
    - (d) Two Taps (Marc).
  11. Kitchen : The Kitchen will have a cooking platform with granite, stainless steel sink (Baishali) with water connection, one point with bib-cock, will be

provided in the kitchen, glazed tiles will be in front of cooking base (lintel level) with marble flooring.

12. W.C. : (a) One European White commode (Hindware) with white P.V.C., cistern (Reliance),

(b) One Tap

13. Stair Case & Floor : (a) Stair Case marble floor will be provided with railing with wooden handle.

(b) Cabin for electric meter.

(c) 4" thick (average) lime tracing will be provided roof mosaic flooring.

(d) 3' 6" height parapet wall will be provided all round the roof.

(e) The staircase and the floor of the flat will be by marble finishing.

15. Sanitation & Cleanliness : Proportioned expenses of all owners/occupiers after competition of construction.

16. Electricals : Concealed wiring with copper wires (Finolex/Havells) wiring for installation and all switch board will be used Oreva.

a) Each bed room : 2 light points, 1 fan point, 2 plug points (5 amp), 1 A.C. point.

b) Living/Dining : 2 light points, 2 fan point, 2 plug points (5 amp)

c) Kitchen : 1 light, 1 exhaust fan/chimney point (5 amp), 1 power point (15 amp).

d) W.C. : 1 light point (5 amp)

e) Toilet : 1 light, 1 exhaust fan point (5 amp), 1 plug point (15 amp).

f) Each Balcony : 1 light point (5 amp)

g) Required points for pump, stair, common passage and roof.

17. Water Supply: One R.C.C. Overhead Reservoir provided on the top of the last roof as per design.

The suitable electric pump with motor will be installed at the ground floor to deliver water to overhead reservoir from R.S.M. Supply.

All the above technical specification is subject or being approved by Kolkata Municipal Corporation Authority and the same may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer and Owner/Purchaser.

Anything extra if demanded by the Owners or intending Purchaser apart from the technical specification given is Fourth Schedule that shall be made or done by the cost of the Owner/Purchaser.

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

**WITNESSES:-**

1. Samlehu nath Ghosh  
V-54 VIVEKANANDA SARANI  
KAMDAHARI, GARIA,  
KOL- 700084

- Putul Ghosh.  
- Pinku Ghosh.

**SIGNATURE OF LAND OWNERS**

2. Bodhisatwa Basu  
Alipore Police Court  
Kof- 27.

M/S. BHATTACHARJEE CONSTRUCTION

Debanil Bhattacharjee  
PROPRIETOR

**SIGNATURE OF DEVELOPER**

Drafted By:

Bodhisatwa Basu

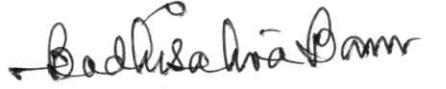
**BODHISATWA BASU  
(ADVOCATE)**

**Enrl No. WB/2138/2009  
Alipore Police Court  
Kolkata- 700 027**

**MONEY RECEIPT****RECEIVED Rs 2,00,000/- (Rupees Two Lakh) only from the Developer.**

Date	Bank	Branch	Amount
06.09.2021	Bank of Maharashtra chno - 047631	Garia	1 00 000 = 00
06.09.2021	Bank of Maharashtra chno - 047632	Garia	1, 00, 000 = 00

**Total- Rs 2,00,000/- (Rupees Two Lakh) only.****WITNESSES:-**

1. Sambhu nath Ghosh.  
V-54 VIVEKANANDA SARANI  
KAMDAHARI, GARIA,  
KOL - 700084
2. 

**M/S. BHATTACHARJEE CONSTRUCTION**

PROPRIETOR

---

**SIGNATURE OF DEVELOPER**

**SPECIMEN FORM FOR TEN FINGER PRINTS**



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Putul Ghosh</i>	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Preetu Ghosh</i>	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Selam Bhattacharya</i>	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
PHOTO	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 204305 to 204341  
being No 160307289 for the year 2021.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2021.09.09 11:30:25 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/09/09 11:30:25 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R., - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)