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30 NOV 2022

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DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 30th day of November , Two Thousand and Twenty Two (2022),

BETWEEN

Ajit Bishnu

1. **SMT. SHIPRA BISHNU** (PAN – GPF9071E, Aadhaar. No. – 4586 1524 4175), wife of Late Ajit Bishnu, by Occupation – Housewife, 2. **SRI AVIJIT BISHNU** (PAN – AKGPB9704N, Aadhaar. No. – 6407 0332 3076), son of Late Ajit Bishnu, by Occupation – Business & 3. **SRI BISWAJIT BISHNU** (PAN – BVYPB4229E, Aadhaar. No. – 9206 3942 6788), son of Late Ajit Bishnu, by Occupation – Business, all are by Faith – Hindu, by Nationality – Indian, all are presently residing at 4, Guru Charan Naskar Road, P.O. – Purbaputariy, P.S. – Regent Park, Kolkata – 700093, Dist. – South 24 Parganas, hereinafter known and referred to as the **LAND OWNERS** (Which terms or expression shall unless repugnant to the context shall deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

SAHA CONSTRUCTION, a sole proprietorship Firm, having its office at 143, Chakdah Purba Putiary, P.O. – Purbaputariy, P.S. – Regent Park, Kolkata – 700093, Dist. – South 24 Parganas, being represented by its sole Proprietor namely **SRI NARAYAN SAHA** (PAN – EBWPS1895C, Aadhaar. No. – 7198 4256 2322), son of Late Chandmohan Saha, by Occupation – Business, by Faith – Hindu, by Nationality – Indian, residing at 143, Chakdah, P.O. – Purba Putiary, P.S. – Regent Park, Kolkata – 700093, District – South 24 Parganas, hereinafter known and called as the **DEVELOPER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include it's executor/s, administrator/s, legal representative/s and assigns) of the **OTHER PART**.

WHEREAS one Kamal Mondal, since deceased, was the sole and absolute owner of ALL THAT piece and parcel of land measuring an area about more or less 7 (Seven) Decimals, lying and situated at Mouza – Chakdaha, J.L. No. – 44, R.S. No. – 274, comprised in R.S.Khatian No. – 29, appertaining to R.S.Dag No. – 151, Police Station – formerly Tollygunge thereafter Jadavpur now Regent Park, District – South 24 Parganas.

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AND WHEREAS thereafter the said Kamal Mondal died intestate leaving behind his wife namely Smt. Baradmoni Bewa and one son namely Sri Lakshmikanta Mondal as his only surviving legal heirs to inherit his property and they became the owners of the undivided 50% share each of that above mentioned property.

AND WHEREAS thereafter said Lakshmikanta Mondal recorded his 50% share in the above mentioned landed property i.e. 3.5 Decimals out of that 7 Decimals of land, in the Office of the B.L. & L.R.O. Later in the records of the L.R. Settlement, 3.5 Decimals of land has been recorded in the name of Kamal Mondal under L.R.Khatian No. 105 in L.R.Dag No. 151 and 3.5 Decimals of land has been recorded in the name of Lakshmikanta Mondal under L.R.Khatian No. 505 in L.R.Dag No. 151.

AND WHEREAS thus the said Smt. Baradmoni Bewa and Sri Lakshmikanta Mondal became absolute joint owners of ALL THAT piece and parcel of land measuring an area about more or less 7 (Seven) Decimals, lying and situated at Mouza – Chakdaha, J.L. No. – 44, R.S. No. – 274, comprised in R.S.Khatian No. – 29, L.R.Khatian Nos. – 105 & 505, appertaining to R.S. & L.R.Dag No. – 151, Police Station – formerly Tollygunge thereafter Jadavpur now Regent Park, District – South 24 Parganas.

AND WHEREAS thereafter the said Smt. Baradmoni Bewa and Sri Lakshmikanta Mondal jointly sold, conveyed and transferred ALL THAT piece and parcel of land measuring an area about more or less 2 Cottahs out of their 7 (Seven) Decimals of land to one Sri Thakur Das Mullick, son of late Ram Dulal Mullick by virtue of a registered Deed of Sale dated 16/10/1968, which was registered at the Office of the Alipore Joint Sub-Registrar and was duly recorded in Book No. 1, Volume No. 124, Pages from 1 to 4, Being No. 6207 for the Year 1968.

AND WHEREAS thereafter the said Smt. Baradmoni Bewa again sold, conveyed and transferred ALL THAT piece and parcel of land measuring an area about more or less 09 Chittaks 22.5 Sq.ft. to said Sri Thakur Das Mullick, son of late Ram Dulal Mullick, by virtue of a registered Deed of Sale dated 02/11/1968, which was registered at the Office of the Alipore



Deputy Sub-Registrar
Aligarh District, U.P. Pargana

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Joint Sub-Registrar and was duly recorded in Book No. 1, Volume No. 112, Pages from 223 to 226, Being No. 6423 for the Year 1968.

AND WHEREAS those two plots were situated side by side and thus the said Sri Thakur Das Mullick, son of late Ram Dulal Mullick, became the sole and absolute owner of ALL THAT piece and parcel of land measuring an area about more or less 2 Cottahs 09 Chittaks 22.5 Sq.ft., lying and situated at Mouza – Chakdaha, J.L. No. – 44, R.S. No. – 274, comprised in R.S.Khatian No. – 29, L.R.Khatian Nos. – 105 & 505, appertaining to R.S. & L.R.Dag No. – 151, Police Station – formerly Tollygunge thereafter Jadavpur now Regent Park, District – South 24 Parganas, by virtue of those two nos. of registered Deed of Sale.

AND WHEREAS thereafter the said Sri Thakur Das Mullick sold, conveyed and transferred his above mentioned land to one Ajit Bishnu alias Ajit Kumar Bishnu, since deceased, by virtue of a registered Bengali Deed of Sale dated 16/06/1972, which was registered at the Office of the Joint Sub-Registrar Alipore at Alipore and duly recorded in Book No. 1, Volume No. 63, Pages from 126 to 132, Being No. 2498, for the Year 1972.

AND WHEREAS thereafter the said Ajit Bishnu alias Ajit Kumar Bishnu, since deceased, mutated his name in the records of the Kolkata Municipal Corporation and the said property has been known and numbered as the Kolkata Municipal Corporation Premises No. – 4, Gurucharan Naskar Road, Assessee No. – 31-114-12-0004-9, within the limits of the Kolkata Municipal Corporation Ward No. – 114, Kolkata – 700093, P.S. – Regent Park, Kolkata – 700093..

AND WHEREAS thereafter the said Ajit Bishnu alias Ajit Kumar Bishnu, since deceased, constructed a Two Storied residential building above that land and thereafter he died intestate on 06/11/2008 leaving behind him his wife namely Smt. Shipra Bishnu and two sons namely Sri Avijit Bishnu & Sri Biswajit Bishnu as his only surviving legal heirs to inherit his above mentioned property.

Smt. Shipra Bishnu

AND WHEREAS thus the said **SMT. SHIPRA BISHNU, SRI AVIJIT BISHNU & SRI BISWAJIT BISHNU**, the Land Owners herein, became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring an area about **more or less 02 Cottahs 09 Chittaks 22 Sq.ft., TOGETHER WITH** a Two Storied residential building having total covered area of 1581 Sq.ft. (Ground Floor = 895 Sq.ft. and First Floor = 686 Sq.ft.), lying and situated at **Mouza – Chakdaha, J.L. No. – 44, R.S. No. – 274, R.S.Khatian No. – 29, L.R.Khatian Nos. – 105 & 505, appertaining to R.S. & L.R.Dag No. – 151, within the limits of the Kolkata Municipal Corporation Ward No. – 114, being K.M.C Premises No. – 4, Gurucharan Naskar Road, Assessee No. – 31-114-12-0004-9, Police Station – Regent Park, Kolkata – 700093, District - South 24 Parganas, under the jurisdiction of A.D.S.R. Alipore, which is morefully and particularly described in the SCHEDULE “A” hereunder written.**

AND WHEREAS with a view to develop the said land, as described in the Schedule “A” and to erect a multistoried building over the same in terms of the building plan to be sanctioned by the Kolkata Municipal Corporation, the Land Owners herein have invited the developer to undertake the charge of such constructional and/or development works at the Schedule “A” mentioned property at its costs, expenses and efforts.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with said proposal of the Land Owners and agreed to develop the Schedule “A” mentioned property and to erect a building which will be made as thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the parties herein have entered into this Agreement in between them on the following terms and conditions:-

--: NOW THIS AGREEMENT WITNESSES --:

ARTICLE : I

DEFINITIONS : For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times hereinafter shall always mean and include.

Ajit Bishnu

SAID PROPERTY : Shall always mean and include **ALL THAT** piece and parcel of land measuring an area about **more or less 02 Cottahs 09 Chittaks 22 Sq.ft.**, **TOGETHER WITH** a Two Storied residential building having total covered area of **1581 Sq.ft.** (Ground Floor = 895 Sq.ft. and First Floor = 686 Sq.ft.), lying and situated at **Mouza – Chakdaha, J.L. No. – 44, R.S. No. – 274, R.S.Khatian No. – 29, L.R.Khatian Nos. – 105 & 505, appertaining to R.S. & L.R.Dag No. – 151, within the limits of the Kolkata Municipal Corporation Ward No. – 114, being K.M.C Premises No. – 4, Gurucharan Naskar Road, Assessee No. – 31-114-12-0004-9, Police Station – Regent Park, Kolkata – 700093, District - South 24 Parganas, under the jurisdiction of A.D.S.R. Alipore, morefully and particularly described in the SCHEDULE “A” hereunder written.**

PROPOSED BUILDING MEANS : The proposed G+III storied building to be constructed upon the Schedule “A” mentioned property as per the building plan already been sanctioned by the Kolkata Municipal Corporation.

FLAT/APARTMENT MEANS : The unit of a self-contained compact accommodation of the said Building for residential purpose having one or more rooms along with separate Kitchen, separate bath and privy and separate balcony with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with access and right to ingress and egress to and from the main entrance and public road. The rooms, Kitchen, bath cum privy, balcony shall have partition for separation from each other by pucca walls with necessary doors and windows.

PLAN OR MAP SHALL MEANS : The building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such Modification or alternation as may be made by the developer from time to time when required (Subject to further sanction and/or regularization by the competent authority of the KMC).

LAND OWNERS MEAN : 1. SMT. SHIPRA BISHNU, wife of Late Ajit Bishnu, 2. SRI AVIJIT BISHNU, son of Late Ajit Bishnu & 3. SRI BISWAJIT BISHNU, son of Late Ajit Bishnu, all are presently

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residing at 4, Guru Charan Naskar Road, P.O. – Purbaputlary, P.S. – Regent Park, Kolkata – 700093, Dist. – South 24 Parganas,.

DEVELOPER MEANS : SAHA CONSTRUCTION, a sole proprietorship Firm, having its office at 143, Chakdah Purba Putiary, P.O. – Purbaputlary, P.S. – Regent Park, Kolkata – 700093, Dist. – South 24 Parganas, being represented by its sole Proprietor namely SRI NARAYAN SAHA, son of Late Chandmohan Saha, residing at 143, Chakdah, P.O. – Purba Putiary, P.S. – Regent Park, Kolkata – 700093, District – South 24 Parganas,.

ARCHITECT : Architect shall mean any qualified person or persons or firm or firms of LBS appointed or nominated by the Developer as the Architect of the building / buildings to be constructed upon the said property.

SPECIFICATIONS AND AMENITIES : Shall mean materials and specifications as may be recommended by the Architect for the construction of the building Amenities means – All fittings as described in the annexure and will be provided by the developer in those flats under Reserve Portion.

COMMON / SERVICE AREA SHALL MEAN :

- i. Staircase on all floors.
- ii. Staircase landing on all floors.
- iii. Common passage including main entrance leading to lobbies on the ground floor.
- iv. Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v. Common electrical wiring, fittings and fixtures, generators (excluding those as will be installed for any particular unit)
- vi. Drainage and sewers.
- vii. Boundary walls and main gates.

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- viii. Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas.
- ix. Roof on the top floor.

LAND OWNER'S ALLOCATION :

The Land Owners shall get :- (1) One Shop Room at the Ground Floor, (2) One 1 BHK Flat at the Ground Floor, (3) 50% of the of the Car Parking space at the Ground Floor, (4) One 2 BHK Flat (South facing) at the First Floor, (5) One 2 BHK Flat (South facing) at the Second Floor & (6) One 2 BHK Flat (North facing) at the Third Floor in the proposed G+III storied building TOGETHERE WITH undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned hereunder written in the SCHEDULE "A" below. The aforesaid Land Owner's Allocation is more fully described in the SCHEDULE "B" hereunder written.

DEVELOPER'S ALLOCATION :

The Developer shall get :- (1) One Shop Room at the Ground Floor, (2) One 1 BHK Flat at the Ground Floor, (3) 50% of the of the Car Parking space at the Ground Floor, (4) One 2 BHK Flat (North facing) at the First Floor, (5) One 2 BHK Flat (North facing) at the Second Floor & (6) One 2 BHK Flat (South facing) at the Third Floor in the proposed G+III storied building TOGETHERE WITH undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned hereunder written in the SCHEDULE "A" below. The aforesaid Developer's Allocation is morefully described in the SCHEDULE "C" hereunder written.

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TAX LIABILITIES : *The Land Owners will not be liable to pay the tax liability in respect of selling the Flats, space/spaces under the Developer's Allocation and the Developer also shall clear all the due taxes and the charges for other outgoings at the time of handing over the Owner's Allocation to the Land Owners.*

INSPECTION OF THE CONSTRUCTION : *The Land Owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality building materials is detected by the Land Owners, the same shall be replaced by the standard good quality of building materials by the Developer.*

RESERVED PORTION SHALL MEAN : *Owner's Allocation.*

INTENDING BUYERS SHALL MEAN : *All the persons, firm, organizations who is/are interested to purchase any flat/flats and any other space/s of the said proposed multistoried building only from the developer's allocation.*

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN : *Unnatural calamities, war, riot, earthquakes, civil disorder, political unrest etc. generally termed as "Act of God" or Force Measure by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.*

ARTICLE : II

DEVELOPER'S OBLIGATIONS : *That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building or borrowing finance from any Bank and/or any Financial Institution by mortgaging the Flat of the Developer's Allocation in question for development provided the developer fulfill the following obligations towards the land Owners :-*

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- a) That the Developer will hand over a copy of the proposed building plan to the Land Owners and after getting written consent from the Land Owners, the Developer shall submit the same before the Kolkata Municipal Corporation for its sanction.
- b) That the Developer will construct the proposed building upon the said property strictly as per building plan to be duly sanctioned by the Kolkata Municipal Corporation.
- c) That all costs of demolition of the existing structure will be borne by the Developer and after demolition of the existing structure all the materials will be taken by the Developer.
- d) The Developer shall pay Rs.12,000/- (Rupees Twelve Thousand) Only per month to the Land Owners for arranging separate rental accommodations and the Developer shall pay that amount until the possession of Owner's Allocation are not handed over.
- e) That the developer shall have to maintain the proper sizes/specification as per building plan and also as per advice of the Architect.
- f) That the developer shall have to appoint a professional civil Engineer or L.B.S or firm as Architect to supervise the construction of the building/buildings.
- g) That the entire costs and expenses for the construction work of the proposed building and development work of the said land as well as preparation of plan and sanction along with water supply and electricity connection will be borne by the Developer and the Developer shall not claim or demand in any part of the said expenses from the Land Owners herein.
- h) That after completion of the proposed building, the Developer shall deliver the possession of the Flats under the Owner's Allocation to the Land Owners herein. Thereafter the Developer shall acquire the right to sell the Flats of the proposed building under the Developer's Allocation to the different byers together with proportionate share and interest of the land.
- i) That after giving lawful physical possession of the Flats under the Owner's Allocation in favour of the Land Owners herein, the Developer shall acquire the right to sell the Flats of the proposed building under the Developer's Allocation to the different byer/s and to

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fix up consideration value for the same in favour of such byer/s and to enter into Agreement for Sale with such byer/s to receive part price or full consideration money from such byer/s under the terms and conditions as the Developer shall think fit and proper and on receipt of the full payment for the concerned Flat/s from the byer/s, the Developer shall execute Deed of Conveyance/s in favour of the byer/s transferring the Flat/s in his/her/their favour and in such Deed the Developer shall join as Confirming Party.

- j) The Developer shall proceed expeditiously in all respect of development thereof by preparing of the proposed building plan, verifying the same from the Land Owners and submitting the said building plan to the Kolkata Municipal Corporation for sanction and obtain the sanction there from within 6 (Six) months from the date of execution of this Agreement and handover a copy of the same to the Land Owners. If the Developer fail and neglect to obtain the sanction within the stipulated period of 6 months, the instant Development agreement shall automatically stands cancelled with no effect and the Developer shall not be entitled to proceed with the Development work.
- k) That developer shall start the construction work of the building and shall complete the same in terms of the building plan to be sanctioned by the Kolkata Municipal Corporation within next **24 months** from the date of sanction of the Building Plan and to hand over lawful physical possession of the flats under Owner's Allocation in favour of the land Owners within the said period of **24 months** without any more delay in any manner whatsoever. It is to be noted herein that the time, as mentioned in this paragraph as well as the earlier paragraphs of this agreement shall be the essence of this contract.
- l) However, if there is any genuine cause for delay in completion of the building, i.e. due to Force majeure, the period of handing over the possession of the Owner's Allocation to the land Owners may be extended for further 6 (six) months upon written request of the Develop and the same shall be treated as grace period. No further time beyond 6 (Six) months shall be allowed without the written consent of the Land Owners.

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- m) That the Developer shall have no right or shall not be entitled to sell, transfer and/or encumber the flats under the Owner's Allocation.
- n) That the Developer shall act as an independent contractor in constructing the building and undertake to keep the land Owners indemnified from time to time about all third party claims and actions arising out of any act of commission or accident such as loss of life of laborers, mistries and allied natures or things relating to the construction of the proposed building as well as any claim or demands from any financial institution, Banks and / or from the intending buyers of Developer's Allocations.
- o) That the Developer shall be liable to repay and/or settle the loan, credits, mortgages and other financial help procured from any financial institution and/or bank for the development work without any liability upon the Land Owners.
- p) That Developer shall be responsible to fulfill all the above mentioned obligations towards the land Owners, failing which the land Owners have every option to claim and/or cancel or rescind the present agreement.
- q) That the Land Owners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- r) That with the execution of the present Development Agreement the Land Owners herein also have been agreed to execute a Registered Development Power of Attorney in favour of the Developer, appointing the Developer as their lawful Constituted Attorney empowering and entrusting him upon all the rights, liberties and authorities in respect of the schedule property (together with the right of selling of the flats of the proposed building parted out of Developer's allocation, save and except Land Owners' allocation) so that the Developer shall carry on the proposed Development and/or constructional work of the schedule property peacefully and smoothly.
- s) The Developer will arrange all the materials of the construction at his own costs, risk and arrangements.

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- t) *The Developer shall arrange to provide and certify and issue the acknowledgement in the letterhead of the Developer of all the original documents to the Land Owners which will be collected by the Developer from the Land Owners.*
- u) *The Developer shall be liable to pay all the K.M.C Taxes including the due taxes, if any, upto the time of handover the Owner's Allocated portion to the Land Owners herein.*

ARTICLE -III

-:: RIGHTS AND PRIVILEGES OF THE DEVELOPER ::-

- a) *That saves and except those portion which shall be kept reserved for the land Owners, the Developer shall be entitled to sell and/or transfer all the flats of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer.*
- b) *That the Developer shall be entitled to receive the entire consideration money in respect of the developer's allocation only from the intending buyers against issuing proper receipt thereof.*
- c) *That the land Owners shall have no right and/or liberty to interfere in those transaction made between the Developer and intending buyer/buyers in any manner whatsoever and further the land Owners shall not be entitled to claim the profit of the said venture of part thereof, on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owner's Allocation.*
- d) *That the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending byer in respect of payment on consideration or in any issue, in any term as the Developer may think fit any proper.*
- e) *That the Developer shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer/s in respect of the Flat/Space of the building under the Developer's Allocation only, after handing over the possession of the Land Owners in full complete condition. Further, the developer shall be entitled to be present before the registration office or officers for the registration of all those deeds or documents of*

Sujit Biswas

transfer in favour of all intending buyer/s on behalf of itself also on behalf of land Owners and for the purpose that land Owners will execute a Development Power of Attorney in favour of the developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the under demarcated impartible proportionate share of the entire land under the below scheduled property in favour of the flat buyers and the land Owners shall ratify in favour of the flat buyers and the land Owners will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers.

- f) That during the period of construction of the proposed building the Developer shall be in absolute possession of the said property and the Land Owners shall not be entitled to disturb the possession of the Developer in any manner whatsoever.
- g) That after completion of the building the Developer will hand over the possession certificate in respect of the share of the Land Owners as per built-up area measurement.

ARTICLE – IV

--: LAND OWNER'S OBLIGATIONS AND PRIVILEGES :-

- a) That the land Owners do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the Developer herein has entered into this Agreement.
- b) That the Land Owners shall at the time of execution of this presents, deliver all the Original Documents regarding the title of the land, other papers and documents against proper receipts from the Developer.

Chief Engineer

- c) That the Land Owners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer under the Developer's Allocation, but shall have absolute right & authorities to inspect the main structural part of the building as well as construction of Owner's portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be removed by the Developer.
- d) That the land Owners shall not be required to share or pay cost of construction of the land Owners' allocation which will be solely borne by the Developer.
- e) That in the event, if a Co-operative Society and/or Association be formed, the Land Owners shall become the member of the said Society and/or Associations as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- f) The land Owners shall have the right to sell, transfer the flats and Car Parking Spaces under their allocation to any third party as per their own discretion. The Developer shall have no interference to that effect in any manner whatsoever.

ARTICLE – V

-:: CANCELLATION ::-

- a) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1st page of this present and will be communicate by postal service or personal peon services and letter, notice served upon either of the parties by other.
- b) The court within District 24 Parganas (South) shall have the jurisdiction to entertain and try in accordance with the law, suit and proceedings arising out of this Agreement.
- c) Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time of **24 months** from the date of registration of this Development Agreement. Due to unavoidable

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circumstances, if there is any delay, another 6 (six) months shall be allowed to the Developer for completion of construction upon written request to the Land Owners. There shall not be any further delay beyond this times.

ARTICLE – VI

-:: DETAILS OF WORKS AND STANDARD OF MATERIALS ::-

1. **STRUCTURE** : R.C.C framed structure with R.C.C foundation, columns, beams, slabs, staircase etc.
2. **WALL** : 200 mm. thick brick work for external walls and 75 mm./125 mm. thick brick work for internal walls.
3. **WALL FINISH** : External wall will be finished with Weather Coat paint over sand-cement plaster; internal walls and ceiling will be finished with wall putty after sand-cement plaster.
4. **FLOOR FINISH, DADO & SKIRTING** : Floor Tiles finish in Bed Room, Drawing-Dining Room, Toilet, Kitchen, Verandah, Lobby and Stairs.
5. **KITCHEN** : Kitchen will have cooking platform with black stone top then 900mm. high ceramic tiles from the platform. One steel sink with bib cock will be provided.
6. **TOILETS** : 6 Ft. high glaze tiles on the wall, European style commode (White) with low down cistern, one Wash basin (White), taps and Shower. All the toilets will have good quality PVC concealed pipelines.
7. **DOORS** : Door frames would be made of Sal/Kapur wood and good quality flush doors in all inside doors. PVC Doors in toilets.
8. **WINDOWS** : Aluminium sliding windows with glass fittings and MS Grills.
9. **ELECTRICAL WORKS** : Electrical points for light, fan, refrigerator, television etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch boards, with piano type switches and 5 & 15 Amp. Plug point, electrical points will be provided as required, one A.C. point in each Flat.
10. **ELECTRICAL METER** : The electric meter will be arranged for common services like roof lights, stair-case, passages and water pump from the W.B.S.E.D.C.L.

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11. **WATER SUPPLY** : Water will be supplied from the supply of the Kolkata Municipal Corporation with underground reservoir otherwise substitute water arrangements will be provided.
12. **PAINTING** : All internal walls will be finished with wall putty. All external Paintings will be with cement based paints. There will be 2 coats enamel paints over one coat of primer over doors and M.S. Grills.
13. **SANITARY & PLUMBING** : PVC soil line and waste line of approved quality, water distribution line of approved quality from overhead water reservoir for internal distribution of water to Toilet and Kitchen.
14. **EXTRA WORK** : Request for extra work or change from above mentioned specification and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid advance basis as required.
15. **GENERAL** : All the internal approach roads/passages shall be of cement concrete (jhama). 125mm. thick brick boundary wall upto the height of 4 ft. with both side cement plaster and paint. One Main Gate will be provided. Each Flat shall have separate Electric Meter and the cost of that Meter shall be borne by the Flat Owners. Installation cost of the Main Electric Meter connection shall be proportionately borne by the present Land Owners herein along with other Flat Byers

-:: SCHEDULE – A ::-

(SCHEDULE OF THE PROPERTY ABOVE REFERRED TO)

ALL THAT piece and parcel of land measuring an area about more or less 02 Cottahs 09 Chittaks 22 Sq.ft., **TOGETHER WITH** a Two Storied residential building having total covered area of 1581 Sq.ft. (Ground Floor = 895 Sq.ft. and First Floor = 686 Sq.ft.), lying and situated at Mouza – Chakdaha, J.L. No. – 44, R.S. No. – 274, R.S.Khatlan No. – 29, L.R.Khatian Nos. – 105 & 505, appertaining to R.S. & L.R.Dag No. – 151, within the limits of the Kolkata Municipal Corporation Ward No. – 114, being K.M.C Premises No. – 4, Gurucharan Naskar Road, Assessee No. – 31-114-12-0004-9, Police Station – Regent Park, Kolkata – 700093, District -

Anujit Biswas

South 24 Parganas, under the jurisdiction of A.D.S.R. Alipore, **TOGETHER WITH** all easement rights and appurtenances thereto of the said property, and the same is butted and bounded as follows:-

- On the North :** By the property of Rathin Mondal.
On the South : By the Property of Ratan Chakraborty.
On the East : By 20'-0" wide Road.
On the West : By the property of Niva Bose.

-:: SCHEDULE "B" ::-
(LAND OWNER'S ALLOCATION)

The Land Owners shall get :- (1) One Shop Room at the Ground Floor, (2) One 1 BHK Flat at the Ground Floor, (3) 50% of the of the Car Parking space at the Ground Floor, (4) One 2 BHK Flat (South facing) at the First Floor, (5) One 2 BHK Flat (South facing) at the Second Floor & (6) One 2 BHK Flat (North facing) at the Third Floor in the proposed G+III storied building **TOGETHERE WITH** undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned in the SCHEDULE "A".

-:: SCHEDULE "C" ::-
(DEVELOPER'S ALLOCATION)

The Developer shall get :- (1) One Shop Room at the Ground Floor, (2) One 1 BHK Flat at the Ground Floor, (3) 50% of the of the Car Parking space at the Ground Floor, (4) One 2 BHK Flat (North facing) at the First Floor, (5) One 2 BHK Flat (North facing) at the Second Floor & (6) One 2 BHK Flat (South facing) at the Third Floor

in the proposed G+III storied building TOGETHERE WITH undivided, un-demarcated, impartible, proportionate share and/or interest of the vacant land and the land underneath the building along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned in the SCHEDULE "A".

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

WITNESSES:

1) BIMAL SAHA
143, G.C. Naskate Road
Kolkata - 700093

2) Animesh Chatterjee
Naturpally
Kolkata - 700093

3) Braasmit Dey
Talbagau
Kolkata - 700093

Drafted and prepared by me :

Dilip Das

Advocate,
DILIP DAS
B. Com., LLB
Advocate
Alipore Police Cou.
Kolkata-700 027
W.R. 525 / 1979

Shikra Bishnu

Shrijet Bishnu

Biswajit Bishnu

SIGNATURE OF THE LAND OWNERS

M/S. SAHA CONSTRUCTION

Narayan Senha
Proprietor

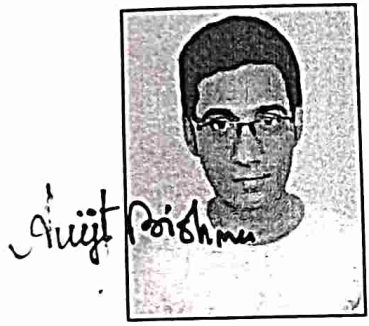
SIGNATURE OF THE DEVELOPER



Shikha Bishnu

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ...SHIKHA... BISHNU...
Signature Shikha Bishnu



Avijit Bishnu

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

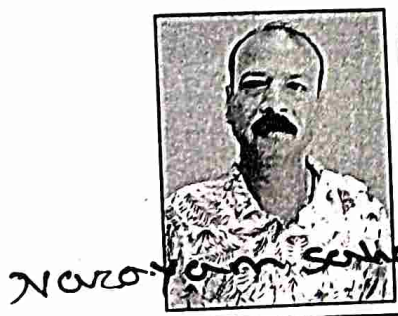
Name ...AVIJIT... BISHNU...
Signature Avijit Bishnu



Biswajit Bishnu

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ...BISWAJIT... BISHNU...
Signature Biswajit Bishnu



Narayan Saha

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .NARAYAN... SAHA.....
Signature Narayan Saha



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



192022230194320428

GRN Details

GRN: 192022230194320428 Payment Mode: SBI Epay
GRN Date: 28/11/2022 23:04:35 Bank/Gateway: SBIEpay Payment Gateway
BRN : 7829084835325 BRN Date: 28/11/2022 23:04:57
Gateway Ref ID: 223322971597 Method: HDFC Retail Bank NB
GRIPS Payment ID: 281120222019432041 Payment Init. Date: 28/11/2022 23:04:35
Payment Status: Successful Payment Ref. No: 2003340491/4/2022
[Query No*/Query Year]

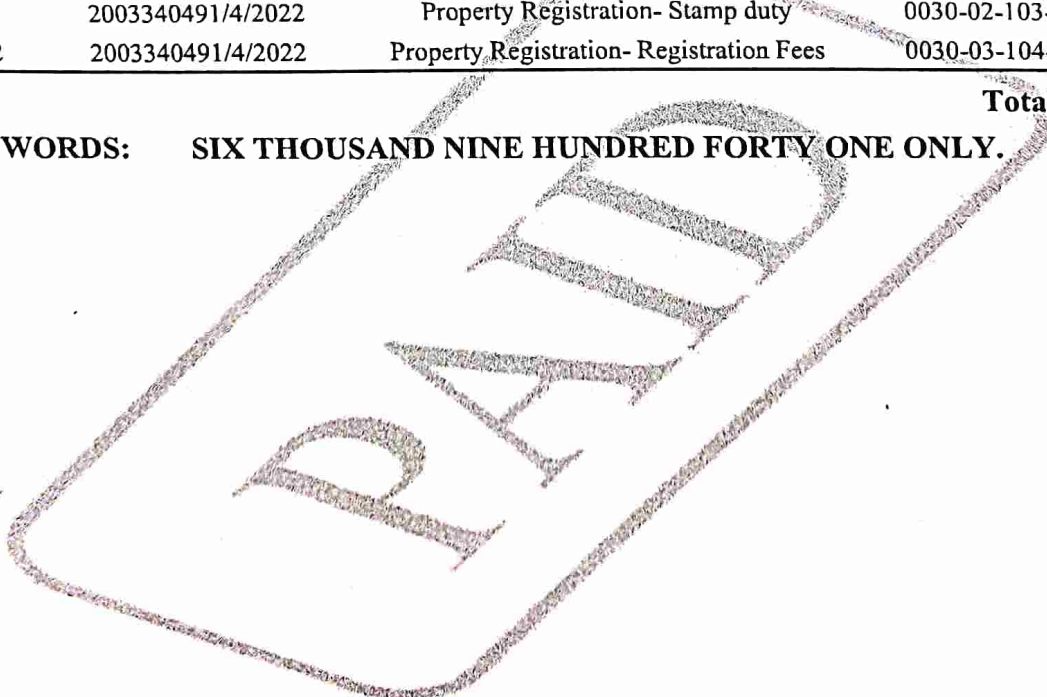
Depositor Details

Depositor's Name: Mr ANIMESH CHAKRABORTY
Address: N-46, NUTANPALLY
Mobile: 9433213624
EMail: ani.con@rediffmail.com
Period From (dd/mm/yyyy): 28/11/2022
Period To (dd/mm/yyyy): 28/11/2022
Payment Ref ID: 2003340491/4/2022
Dept Ref ID/DRN: 2003340491/4/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003340491/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	2003340491/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.



Major Information of the Deed

Deed No :	I-1601-02792/2022	Date of Registration	30/11/2022
Query No / Year	1601-2003340491/2022	Office where deed is registered	
Query Date	24/11/2022 9:58:44 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ANIMESH CHAKRABORTY NATUNPALLY, Thana : Regent Park, District : South24-Parganas, WEST BENGAL, PIN - 700093, Mobile No. : 9433213624, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 31,67,552/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
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: Guru Charan Naskar Road, , Premises No: 4, , Ward No: 114 Pin Code : 700093



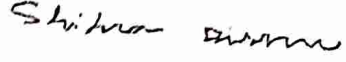


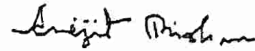


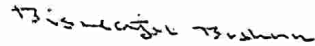
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 9 Chatak 22 Sq Ft	1/-	21,00,377/-	Width of Approach Road: 20 Ft.,
Grand Total :				4.2785Dec	1 /-	21,00,377 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1581 Sq Ft.	1/-	10,67,175/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 895 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 686 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1581 sq ft	1 /-	10,67,175 /-	

And Lord Details :

Name, Address, Photo, Finger print and Signature

No	Name	Photo	Finger Print	Signature
1	<p>Mrs SHIPRA BISHNU Wife of Late AJIT BISHNU Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office</p>	 30/11/2022	 LTI 30/11/2022	 30/11/2022
<p>4, GURUCHARAN NASKAR ROAD, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: GPxxxxxx1E, Aadhaar No: 45xxxxxxxx4175, Status :Individual, Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office</p>				
2	<p>Mr AVIJIT BISHNU (Presentant) Son of Late AJIT BISHNU Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office</p>	 30/11/2022	 LTI 30/11/2022	 30/11/2022
<p>4, GURUCHARAN NASKAR ROAD, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx4N, Aadhaar No: 64xxxxxxxx3076, Status :Individual, Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office</p>				
3	<p>Mr BISWAJIT BISHNU Son of Late AJIT BISHNU Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office</p>	 30/11/2022	 LTI 30/11/2022	 30/11/2022
<p>4, GURUCHARAN NASKAR ROAD, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BVxxxxxx9E, Aadhaar No: 92xxxxxxxx6788, Status :Individual, Executed by: Self, Date of Execution: 30/11/2022 , Admitted by: Self, Date of Admission: 30/11/2022 ,Place : Office</p>				




Developer Details :

Name,Address,Photo,Finger print and Signature



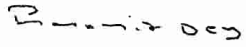
SAHA CONSTRUCTION

143, CHAKDAH PURBA PUTIARY, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24-Parganas West Bengal, India, PIN:- 700093 , PAN No.:: EBxxxxxx5C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr NARAYAN SAHA Son of Late CHANDMOHAN SAHA Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 Nov 30 2022 11:50AM	 LTI 30/11/2022	 30/11/2022
143, CHAKDAH PURBAPUTIARY, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: EBxxxxxx5C, Aadhaar No: 71xxxxxxxx2322 Status : Representative, Representative of : SAHA CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRASENJIT DEY Son of Mr HARABANDHU DEY TALBAGAN, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700093			
	30/11/2022	30/11/2022	30/11/2022
Identifier Of Mrs SHIPRA BISHNU, Mr AVIJIT BISHNU, Mr BISWAJIT BISHNU, Mr NARAYAN SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs SHIPRA BISHNU	SAHA CONSTRUCTION-1.42618 Dec
2	Mr AVIJIT BISHNU	SAHA CONSTRUCTION-1.42618 Dec
3	Mr BISWAJIT BISHNU	SAHA CONSTRUCTION-1.42618 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs SHIPRA BISHNU	SAHA CONSTRUCTION-527.00000000 Sq Ft
2	Mr AVIJIT BISHNU	SAHA CONSTRUCTION-527.00000000 Sq Ft
3	Mr BISWAJIT BISHNU	SAHA CONSTRUCTION-527.00000000 Sq Ft

Endorsement For Deed Number : I - 160102792 / 2022

25-11-2022

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 31,67,552/-



MANIMALA CHAKRABORTY
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 30-11-2022

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 11:30 hrs on 30-11-2022, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr AVIJIT BISHNU , one of the Executants.

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

Execution is admitted on 30/11/2022 by 1. Mrs SHIPRA BISHNU, Wife of Late AJIT BISHNU, 4, GURUCHARAN NASKAR ROAD, P.O: PURBAPUTIARY, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by Profession House wife, 2. Mr AVIJIT BISHNU, Son of Late AJIT BISHNU, 4, GURUCHARAN NASKAR ROAD, P.O: PURBAPUTIARY, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by Profession Business, 3. Mr BISWAJIT BISHNU, Son of Late AJIT BISHNU, 4, GURUCHARAN NASKAR ROAD, P.O: PURBAPUTIARY, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by Profession Business

Indetified by Mr PRASENJIT DEY, , , Son of Mr HARABANDHU DEY, TALBAGAN, P.O: PURBAPUTIARY, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by profession Others

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

Execution is admitted on 30-11-2022 by Mr NARAYAN SAHA, PROPRIETOR, SAHA CONSTRUCTION (Sole Proprietoship), 143, CHAKDAH PURBA PUTIARY, City:- , P.O:- PURBAPUTIARY, P.S:-Regent Park, District:-South 24 Parganas, West Bengal, India, PIN:- 700093

Indetified by Mr PRASENJIT DEY, , , Son of Mr HARABANDHU DEY, TALBAGAN, P.O: PURBAPUTIARY, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700093, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/11/2022 11:04PM with Govt. Ref. No: 192022230194320428 on 28-11-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 7829084835325 on 28-11-2022, Head of Account 0030-03-104-001-16

ment of Stamp Duty

rtified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100.00/-,
/ online = Rs 6,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 19767, Amount: Rs.100.00/-, Date of Purchase: 25/11/2022, Vendor name:
Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/11/2022 11:04PM with Govt. Ref. No: 192022230194320428 on 28-11-2022, Amount Rs: 6,920/-, Bank:
SBI EPay (SBlePay), Ref. No. 7829084835325 on 28-11-2022, Hoad of Account 0030-02-103-003-02



Tabis Ansari
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2022, Page from 121218 to 121249

being No 160102792 for the year 2022.



Digitally signed by MOHAMMED TABIS
ANSARI

Date: 2022.12.02 13:42:35 +05:30

Reason: Digital Signing of Deed.

(Tabis Ansari) 2022/12/02 01:42:35 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)