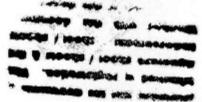


পশ্চিমবঙ্গা पश्चिम धंगाल WEST BENGAL & 413297/22

G 290435



Sodopur, North 24-Parganas

0 8 FEB 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 8th day February, 2022 (TWOTHOUSAND TWENTY TWO).

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BETWEEN

SRI PRANAB SARKAR (PAN NO.-GWSPS5569E)(AADHAAR NO.-9911 4584 0994) son of Late Prakash Sarkar @ Late Prakash Chandra Sarkar, by faith-Hindu, by Occupation-Service, an adult citizen of India, residing at 32, 4th Street, Sen Bagan, P.O.- Agarpara, P.S.- Khardah, Kolkata -700109, District- North 24 Parganas, hereinafter called and referred to as the "OWNER" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors, administrators, representatives and/or assigns) of the ONE PART.

AND

SMT. SUSMITA PAUL (PAN NO.-GOTPP5245D)(AADHAAR NO.-3800 2056 8400) Daughter of Sri Sukamal Paul, by faith-Hindu, by Occupation-Business, an adult citizen of India, residing at 34, 4th Street, Sen Bagan, P.O.-Agarpara, P.S.-Khardah, Kolkata-700109, Dist.- North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include her successors, executors, administrators, representatives and/or assigns) of the OTHER PART.

WHEREAS one Biva Rani Sarkar wife of Prakash Chandra Sarkar Purchased one plot of Land measuring about 4 (Four) Cottah 2 (Two) Chittak 38 (Thirty Eight) Sq.ft. lying and situated at Mouza- Tarapukuria, Touzi No.-178, J.L. No.- 12, R.S. No.-27, comprised in Dag No.-562 under Khatian No.-223, within the jurisdiction of P.S.- Khardah, Dist.- 24 Parganas from (1). Bidhu Bhusan Ghosh (2) Purnendu Bhusan Ghosh @ Arun Kumar Ghosh, and (3) Ananda Bhusan Ghosh all are sons of Late Shashibhusan Ghosh through a registered Deed of Sale vide no. 1244 for the year 1962 which has been duly recorded in Book No.-I, in

Volume No. 14 in pages 264-268 before the. Sub Registrar Barrackpore.

AND WHEREAS After purchasing the same the aforesaid Biva Rani Sarkar wife of Prakash Chandra Sarkar became the absolute owner of ALL THAT piece and parcel of Land measuring about 4 (Four) Cottah 2 (Two) Chittak 38 (Thirty Eight) Sq.ft. lying and situated at Mouza-Tarapukuria, Touzi No.-178, J.L. No.- 12, R.S. No.-27, comprised in Dag No.-562 under Khatian No.-223, P.S.-Khardah, Dist.- 24 Parganas and mutated the same in her name before the Panihati Municipality and was paying taxes regularly and constructed one two storied building thereon measuring about 1340 Sq.ft. (670 Sq.ft. in each of the floors).

AND WHEREAS the said Biva Rani Sarkar wife of Prakash Chandra Sarkar died intestate on 23.08.2014 leaving behind her only son Sri Pranab Sarkar as her legal heir and successor. The husband of the Biva Rani Sarkar namely Prakash Chandra Sarkar predeceased her on 16.12.99.

AND WHEREAS after demise of said Biva Rani Sarkar wife of Late Prakash Chandra Sarkar her only son Sri Pranab Sarkar son of Late Prakash Sarkar @ Late Prakash Chandra Sarkar become the absolute owner of the property i.e. ALL THAT piece and parcel of Land measuring about 4 (Four) Cottah 2 (Two) Chittak 38 (Thirty Eight) Sq.ft. having a two storied building thereon measuring about 1340 Sq.ft., lying and situated at Mouza- Tarapukuria, Touzi No.-178, J.L. No.-12, R.S. No.-27, comprised in R.S. and L.R. Dag No. 562 under old Khatian No.-223 Corresponding L.R. Khatian No.-1068 under the Jurisdiction of Panihati Municipality Ward no.-9, Holding No.-122, P.S.-Khardah, District- 24 Parganas(Old), North 24 Parganas (New) which has been morefully and specifically mentioned in the First Schedule herein below and has been paying taxes regularly.

AND WHEREAS with a view to develop or cause to be developed by

constructing a multistoried building over the said plot of land, morefully and particularly described in the First Schedule herein below the Owner herein was in search of a Developer and approached the Developer herein and expressed his intention to develop the under mentioned First Schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

AND WHEREAS the Developer herein has agreed to Develop over the under mentioned First Schedule of property, morefully and particularly described in the schedule herein below on the terms and condition contained herein below.

AND WHEREAS the Owner herein hereby authorise the Developer herein to construct the multistoried (G+4) building upon the under mentioned schedule of property, morefully and particularly described in the First Schedule herein below according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor plans, elevation, sections, made in compliance with the statutory requirements in the said plot of land at the cost and responsibility of the Developer on the terms and conditions stipulated hereunder:-

NOW THIS AGREEMENT WITNESSETH that in pursuance of this agreement, the parties hereto have agreed for development and for constructing of the said multistoried building on the said plot of land and it is hereby agreed to and declared by and between the parties hereto as follows:

ARTICLE - I:- DEFINITION

Unless the context or subject otherwise requires, words or expression contained in this agreement shall have the following meaning.

- 1. THE SAID PROPERTY Shall mean and include the land measuring 4 (Four) Cottah 2 (Two) Chittak 38 (Thirty Eight) Sq.ft. be the same a little more or less together with construction of two storied building of 1340 (One thousand three hundred forty) Sq.ft. thereon situated at Mouza-Tarapukuria, Touzi No.-178, J.L. No.- 12, R.S. No.-27, comprised in Dag No.-562 Corresponding R.S. and L.R. Dag No. 562 under Old Khatian No.-223 Corresponding L.R. Khatian No.-1068, under the Jurisdiction of Panihati Municipality Ward no.-9, Holding No.- 122, within the jurisdiction of P.S.-Khardah, being premises at 32, 4th Street, Sen Bagan, P.O.-Agarpara, Kolkata-700109, Dist.-North 24 Parganas, morefully described in the First Schedule here under written.
- 2. THE NEW BUILDING shall mean and include the new proposed G+4 storied building consisting of spaces and/or flats, units and other structure to be constructed on the said land according to the building plan to be sanctioned by the Panihati Municipality after demolition of the existing structure standing thereon.
- 3. The SAID LAND shall mean the total land contained in "The said property".
- 4. SANCTIONED BUILDING PLAN shall mean and include the plan for construction of the proposed new building and/or other structures as may be sanctioned by the Panihati Municipality and/or other appropriate authority/authorities on the maximum permissible floor area ratio available under the building rules and laws and shall include any amendments thereto and/or modification, elevations, designs, maps, drawings and other specification there of as may be made from time to time for construction of the proposed multistoried building.
- COMMON AREA AND FACILITIES shall mean the common area and facilities in the building for the use of the Owner, Developer and all

- occupiers and/or Owners of the flats and spaces of the building as described in the SECOND SCHEDULE here under written.
- FLAT/UNIT shall mean any self contained space/unit/apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.
- CONSTRUCTION AREA shall mean the total constructible area as may be sanctioned by the municipality.
- OWNER shall mean the Owner named above and include his successor/successors, representatives, administrators and assigns.
- DEVELOPER/PROMOTER shall mean the Developer named above and include her successor/successors, representatives, administrators and assigns.
- 10.PURCHASER shall mean and include any Person/Parsons, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.
- 11. OWNER'S PORTION/CONSIDERATION shall mean in consideration of the Owner having granted the Developer an exclusive consent to develop the said property the Owner shall be entitled to get One residential Flat of entire 1st (First) Floor of the said multistoried building to be constructed as will be sanctioned by the municipality concerned. Beside that the Owner will also get roof right of 25% roof at the south western side of the said multistoried building and sum of Rs.20,00,000/- (Rupees Twenty Lakh only) out of which sum of Rs.1,00,000/- (Rupees One Lakh only) will be given at the time of Registration of the instant Development agreement and the rest amount of Rs.19,00,000/- (Rupees Nineteen Lakh only) will be given to the Owner by the Developer at the time of giving physical possession of the Flat mentioned above.

Be it mentioned specifically that the 50% of the entire roof right will be reserved for common use of the all Flat Owners and Developer and thereafter out of the rest roof right i.e. rest 50% roof right ½ portion will be of the Developer exclusively and thereafter the rest ½ portion will be of owner's allocation.

The Developer ensures that the Owner's portion shall be made in the manner as specified in the **FOURTH SCHEDULE** hereunder written.

- 12.DEVELOPER'S PORTION shall mean the entire remaining portion (excepting Owner's allocation) of the proposed building to be constructed by the Developer together with proportionate share and/or interest in the land and the common areas and facilities in accordance with the provisions mentioned in the THIRD SCHEDULE hereunder written.
- 13.ARCHITECT shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper requisite and valid license as building architect to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said land.
- 14.ENCUMBRANCES shall mean charges, liens, Lispendens, claims, liabilities, trusts, demands, requisition or acquisitions of Government and public authorities and any other of things of the same nature whatsoever and how so ever.
- 15.SUPER-BUILT-UP AREA shall mean Covered area + Proportionate share of lift, stair, stair landing, corridor/lobby + 20% upon the covered plus proportionate share of lift, stair, stair landing, corridor/lobby.
- 16.SINGULAR NUMBER shall include the plural and vice versa.

17.MASCULINE shall mean and include feminine and vice versa.

18.COMMENCEMENT of this agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

ARTICLE 'II' :- OWNER'S REPRESENTATION AND INDEMNITY ON TITLE

- i) The Owner hereby declares that he is the absolute Owner of the said property mentioned in the First Schedule hereunder and the same is free from all encumbrances and further declares that the said property is not subject to any suit or legal proceeding in any Court of law and the Owner has good and marketable title in respect thereof and there is no impediment to the development of the said property and/or entrusting the work of construction of the building to the Developer in the manner as herein agreed upon. Furthermore the Owner also declares that the said property is in his absolute possession and occupation. The Owner also declares that he shall also be responsible if any time it appears that the title and/or ownership of the said property is defective.
- ii) The original Title Deed and all other Linked Deed/Deeds in respect of the said property shall be kept within the custody of the Developer during the period of construction and thereafter if required.
- iii) The Owner agrees that after the execution of this agreement the Owner shall not in any manner encumber, mortgage, sell, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.
- iv) The Owner hereby also undertakes and declares that the Developer shall be entitled to construct and complete the new building on the said property as per the plan to be sanctioned by the municipality concerned and to retain, enjoy and sale the Developer's portion there in without any interruption or

interference from the Owner or any person or persons lawfully claiming through or under the Owner and the Owner hereby undertakes to indemnify and keep the Developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of this undertaking or declaration.

- v) The Owner further declares that if any dispute crops up in respect of the title that would made met out by the land Owner at his own costs and expenses. The land Owner will have to pay stamp duty, registration charges and fees of the Advocate at the time of registration of Deed of Gift/any other nature of deed and/or the like in respect of his Owner's allocated portion.
- vi) The Land Owner has absolute right and authority to develop the said property of land.
- vii) The land Owner will pay the proportionate cost of infrastructure for electrification of mother transformer and also will pay proportionate cost for installation of lift.
- viii) The land owner herein will bear the outdoor/exterior maintenance cost of the of the multistoried building @ Rs.1/- (Rupees One only) per sq.ft. as per his flat area, which will be increased in every 3 (three) years.
 - ix) The land owner will pay the monthly maintenance proportionately along with the other flat owners every month.

ARTICLE- III:- DEVELOPER'S REPRESENTATION

- The Developer hereby undertakes to construct the new building at her own costs.
- ii) In carrying out the said development work and/or construction of the new

building the Developer shall keep the Owner indemnified from and against all third party claims or compensations and action due to any act of omission, commission or technical defect of the contractor or any accident in or related to the construction of the building for which the entire legal responsibility shall be of the Developer.

ARTICLE - IV :- DEVELOPER'S RIGHTS AND RESPONSIBILITIES

- i) The Developer shall get the building plan prepared by a duly licensed building Architect as stated herein above for the construction of the building and submit the same to the municipality concerned for necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the construction of the new building in the said property and also to get the same duly sanctioned and/or approved. The Developer shall be entitled to make all such change or modifications in the plan or plans from time to time as per requirement following the law and rules by the Municipality or the Government or any other authority concerned and/or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payment required for the preparation and sanction of the plan and all other incidental expenses for the above noted purposes as stated herein above shall be paid and borne by the Developer. The Developer shall be entitled to all refunds of payment and/or deposits made by the Developer to any authority, firm or person(s).
- ii) The Owner shall make the said property available to the Developer immediately on execution of this present for the preliminary and preparatory work for its development and for construction of the building.
- iii) The Scope of work envisage to be done by the Developer hereunder shall include the construction of the new building with all ancillary services complete in all respect as per the sanction plan, the details and specification thereof. The

Developer's responsibility shall include coordinating with all other statutory authorities and to complete the construction of the building, plumbing, electrical, sanitary fittings and installations.

- iv) The Developer will have every right to demolish the existing building on the land stated in the First Schedule here under and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the developer's account and no claim thereon on the part of the Land Owner—shall be entertained in any case.
- v) All outgoings including other rates, taxes, duties and other impositions by the Panihati Municipality or other competent authority/authorities in respect of the said property up to the date of this agreement shall be paid by the Land Owner and thereafter all such rates, taxes whatsoever shall be paid by the Developer till the project is completed and flat/space are transferred to the transferee by the Deed of Conveyance.
- vi) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed Developer's includes as completely which building/buildings area/allocation/portions in the proposed building at the said premises and/or of all or any portion/portions thereof save and except the Owner's allocation, which will include common area and facilities together with the undivided right, title and interest in the land and common facilities and amenities including the right to use thereof. The Owner or any person claiming under him shall not interfere, question, hinder, inject, stop or prohibit the Developer from carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards the Land Owner. The Developer will complete the construction of the building with the

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standard material as would be available in market, good, proper and substantial more fully and particularly described in the Fourth Schedule hereunder written and in compliance with the said drawing and specifications as are contained in the said plan to be sanctioned by the Panihati Municipality.

- vii) The Developer shall abide by all the safety norms during the construction of the proposed building and all statutory and legal norms and keep the Owner indemnified.
- viii) The Developer will complete the construction within 36(thirty six) months from the date of sanctioning of the building plan/plans by the Municipal Authority.
- ix) The Developer shall obtain "completion certificate" from the Panihati Municipality.
- x) The Developer will bear the exterior maintenance cost in ease of any considerable flaw found, for first two years only.

ARTICLE-V:

PROCEDURE

i) The Owner after execution of Development Agreement shall execute registered power of attorney in favour of the Developer authorising the Developer and/or her agent for the purpose of obtaining sanction plan and all other necessary permission and sanction from different authorities in connection with the construction of the building, for pursuing and following up the matter with the statutory authorities and to do all acts regarding construction work and also to negotiate with prospective buyers, to enter into agreement for sale, to receive consideration money, to sell the Developer's portion in the said newly constructed building to the intending

- purchaser or purchasers according to its choice and to do all acts authorised by the said Power Of Attorney.
- ii) The Land Owner shall help to obtain mutation of the property in favour of the prospective flat Owner/Owners whatsoever after the completion of the construction and after transfer or sale of all the flats to the said prospective buyer thereof.
- iii) The Land Owner shall handover physical possession of the land with the existing structure to the Developer and/or her representatives immediately from the date of execution of this present and give access to the land for the purpose of development, soil testing etc. and further permit the Developer to place the hoarding, to keep building material and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated herein above.
- iv) The Developer shall provide copies of all plans including sanction plan, layout plan, design, elevations and such others to the Owner free of cost.
- v) That Land Owner shall execute all deed/deeds, agreements, Deed of correction (if required), deed of amendment (if required) etc. in favour of the Developer as and when will be asked by the Developer.
- vi) The Owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the Owner's allocated flat as may be determined by the proposed association or society to be formed after taking physical possession of their respective flats from the Developer.

ARTICLE -VI:

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BUILDING

i) The Developer shall at her own costs construct the building in or upon the

said property without any hindrance or disturbance by or on behalf of the Owner or any person claiming under him.

- ii) The Developer shall be entitled at her own costs to apply for and obtain temporary and/or permanent connection of water, electricity, telephone and/or gas to the building and other public utilities and facilities to the said property during the period of construction. The Owner shall sign, execute and deliver all papers and applications signifying his consent and approval to enable the Developer to obtain such public utility service and facilities.
- iii) The Developer hereby undertakes to complete the construction of the building diligently and expeditiously and offer the Owner's allocated portion to the Owner within 36 Months from the date of sanction of the Building Plan unless prevented by the circumstances beyond her control, in such eventualities that time shall be reasonably extended by the Owner.
- iv) In addition to construction of the building and the construction as aforesaid the Developer shall be at liberty to enter into agreement with the prospective buyers of the flats, shops, garages etc. excepting the Owner's portion at the proposed building with proportionate undivided share or interest in the land over which the proposed building will be constructed by the Developer and to receive all the sale proceeds thereof and the Owner shall not have any claim whatsoever on the same or any part thereof.
- v) The Developer shall be entitled to give possession and shall execute and register the requisite Deed of Conveyance in favour each of the intending Purchaser/purchasers as per agreement for sale which are to be entered into between the Developer and the intending Purchaser/Purchasers and the Owner shall be debarred from claiming any consideration money or value in respect of the land or anything attached thereto from the Developer and/or from the intending Purchaser/Purchasers.

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vi) The Developer shall be entitled to put her sign boards on the said land stating the name of the Developer, its address and other particulars as may be required from the date of execution of this agreement. The Developer will have the right to advertise in newspaper, magazines, televisions or any other manner whatsoever in the name of the firm/Company/ Developer for publicity and sale of flats, shops or other spaces which shall be within the Developer's allocation in the said premises.

ARTICLE VII:- OWNER'S ALLOCATION/PORTION AND CONSIDERATION

In consideration of the Owner having granted the Developer an exclusive consent to develop the said property the Owner shall be entitled to get One residential Flat of entire 1st (First) Floor of the said multistoried building to be constructed as will be sanctioned by the municipality concerned. Beside that the Owner will also get roof right of 25% roof at the south western side of the said multistoried building and sum of Rs.20,00,000/- (Rupees Twenty Lakh only) out of which sum of Rs.1,00,000/- (Rupees One Lakh only) will be given at the time of Registration of the instant Development agreement and the rest amount of Rs.19,00,000/- (Rupees Nineteen Lakh only) will be given to the Owner by the Developer at the time of giving physical possession of the Flat mentioned above.

Be it mentioned specifically that the 50% of the entire roof right will be reserved for common use of the all Flat Owners and Developer and thereafter out of the rest roof right i.e. rest 50% roof right ½ portion will be of the Developer exclusively and thereafter the rest ½ portion will be of owner's allocation.

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Be it also stated herein that for an extra work save and except which are specifically mentioned in the FORTH SCHEDULE hereunder i,e. features

of the Land Owner's flat the amount that will be required will have to be paid by the land Owner by way of advance payment before commencement of extra work by the Developer.

Upon completion of the construction of the new building the Owner shall be allotted the Owner's portion with the proportionate share or interest in the land, common areas and other facilities.

DEVELOPER'S ALLOCATION / PORTION

Save and except the Owner's allocation stated above, the rest portion will be the Developer's Allocation.

ARTICLE - VIII:

RATES AND TAXES

- i) The Developer hereby undertakes and agrees to pay the municipal tax, water and other taxes and rates as being paid by the Land Owner under this agreement till the completion of development of the property from the date of taking over the possession.
- ii) On completion of building and subsequent to the delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE- IX: SERVICE AND CHARGES

- i) On completion of the building and after possession of their respective allocated areas in the building, the Developer, Land Owner herein and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.
- ii) The service charges shall include utility charges, maintenance of mechanical,

electrical, sanitary and other equipments for common use, maintenance and general management of the building.

iii) The Developer may in consultation with the Land Owner and other prospective transferees shall frame scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulation of such management, administration/maintenance and other schemes and as well as association of Land Owner of the respective flats as and when formed.

ARTICLE-X: COMMON RESTRICTIONS

- i) The transferces and occupiers shall, in any event, not use the allotted area as godown and shall not store any inflammable or combustible articles/materials, such as bide skin, kerosene, diesel oil, foreign liquor, country spirit etc. which may cause fire hazard to the said building.
- ii) None of the transferees and occupiers shall demolish or permit demolition of any of the structure in their allocated portion or any part thereof.
- iii) Subject to the Developer fulfilling its obligation and commitment as specified herein the Owner shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said Building.

ARTICLE -XI: LEGAL COMPLIENCE

i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose. The Owner shall be bound to sign and execute such agreements, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/ or actual transferees in respect of the Developer's share and claim of the said building in full as aforesaid together with proportionate undivided share of right in the land etc. and to register the same whenever necessary.

ARTICLE -XII: FORCE MAJEURE

- 1. Force majeure is herein defined as:
 - a) Any cause which is beyond the control of the Developer.
 - Natural phenomenon including but not limited to weather condition of floods, draughts, earthquake etc.
 - c) Accidents and disruption including but not limited to fires, explosion, breakdown of essential machineries or equipments and power storage.
 - d) Transportation delay due to force majeure or accidents.
- 2. The Developer and the Land Owner shall not be liable for any delay in performing its obligation resulting from force majeure. If the Developer and the Land Owner mutually agree to extend the time limit of the instant agreement same can be done subject to condition that the said mutual agreement must be written and signed by the Developer and the Land Owner.

ARTICLE - XIII:

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MISCELLANEOUS

i) The land Owner and the Developer herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe

as partnership between the Developer and the Owner but as joint venture between the parties hereto.

- other mode of service available deem to have been served on the Land Owner if delivered by hand and duly acknowledged and/or sent by prepaid post with and shall likewise any notice required to be given by the Land Owner shall be deemed without prejudice to the other mode of service available deem to have been served on the Developer if delivered by hand and duly knowledge and/or sent by registered post to the office of the Developer.
- iii) There is no existing agreement regarding the development and/or the sale of the said property and that all other agreements prior to this agreement (if any) have been cancelled and/or being superseded by this agreement. The Land Owner hereto doth hereby declare that he has not entered into any agreement with anybody else for development of the said property except the Developer herein.

ARTICLE -XIV: GENERAL CONDITIONS

- i) All Appendices of this agreement are integral parts of this agreement.
- ii) If will require the Land Owner will be bound to make any amendment and/or addition in this present agreement on demand of the Developer and all amendments and/or addition to this agreement are valid only if made in writing and signed by both the parties in the presence of two witnesses.

FIRST SCHEDULE ABOVE REFERRED TO (Schedule of the said property)

All THAT piece and parcel of Bagan land, used as Bastu, measuring about 4 (Four) Cottah 2 (Two) Chittak 38 (Thirty Eight) Sq.ft. be the same a little more or less together with construction of two storied building of 1340 (One thousand three

Mouza-Tarapukuria, Touzi No.-178, J.L. No.- 12, R.S. No.-27, comprised in R.S. and L.R. Dag No. 562 under L.R. Khatian No.-1068 under the Jurisdiction of Panihati Municipality, Ward no.-9, Holding No.- 122, within P.S.- Khardah, at being premises at 32, 4th Street, Sen Bagan, under P.O.- Agarpara, Kolkata-700109, District- North 24 Parganas, under the Jurisdiction of A.D.S.R. Sodepur together with all rights appertaining thereto and all other easement and existing right attached therewith, which is butted and bounded as follows:-

ON THE NORTH :- 10'ft. wide Municipal Road.

ON THE SOUTH :- Property of Anil Ghosh.

ON THE EAST :- 16'ft. wide Sen Bagan Municipal Road.

ON THE WEST :- Property of Rajib Guha.

SECOND SCHEDULE ABOVE REFERREDTO Common Area And Facilities

- 1. Proportionate share of land mentioned in the First Schedule.
- 2. Staircase on all floors.
- 3. Staircase landing on all floors.
- 4. The beams, supports, main walls, corridors, lobbies, common passage, stairs, landings, stairways, electric meter room, entrance to and exit from the building and other areas and space of the building intended for common use.
- Water pumps, water tank, reservoirs, water pipes, septic tank and all other common plumbing installations and sanitary installations.
- Common electrical wirings, fittings and fixtures,
- Drainage and sewers.

- 8. Pump House (if any).
- 9. Boundary wall and main gate.
- 10. Such other common Parts, area, equipments, installations, fixtures, fittings and spaces on or about the said building as are necessary for passage to or user and occupancy of the said flat in common and as may be specified and/or determined from time to time to be common parts after construction and completion of the said building but excluding covered and uncovered car parking space and areas(if any).
- 11. Alternative water supply.
 - 12.Lift facility on all floors.
 - 13.50% of the roof right will be common for all flat owners and Developers.
 - 14.All Apparatus and installations in the said building for common use.

THIRD SCHEDULE ABOVE REFERRED TO

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OWNER'S ALLOCATION/PORTION AND CONSIDERATION

In consideration of the Owner having granted the Developer an exclusive consent to develop the said property the Owner shall be entitled to get One residential Flat of entire 1st (First) Floor of the said multistoried building to be constructed as will be sanctioned by the municipality concerned. Beside that the Owner will also get roof right of 25% roof at the south western side of the said multistoried building and sum of Rs.20,00,000/- (Rupees Twenty Lakh only) out of which sum of Rs.1,00,000/- (Rupees One Lakh only) will be given at the time of Registration of the instant Development agreement and the rest amount of Rs.19,00,000/- (Rupees Nineteen Lakh only) will be given to the Owner by the Developer at the time of giving physical

possession of the Flat mentioned above.

Be it mentioned specifically that the 50% of the entire roof right will be reserved for common use of the all Flat Owners and Developer and thereafter out of the rest roof right i.e. rest 50% roof right ½ portion will be of the Developer exclusively and thereafter the rest ½ portion will be of Owner's allocation.

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DEVELOPER'S PORTION

The entire remaining portion that is save and except the Owner's allocation stated above, the rest portion of the new building to be constructed by the Developer on the said land together with undivided proportionate share and interest in the land and the common areas and facilities mentioned in the Second Schedule hereinabove written will be the Developer's portion.

THE FORTH SCHEDULE ABOVE REFERRED TO SPECIFICATION FOR CONSTRUCTION & FEATURES OF LAND OWNER'S FLAT.

- Structure & Foundation:- Designed for at least G+4 Floor or more, Reinforced Cement concrete beams, columns, slabs etc. within fill up bricks walls.
- External Walls: 8"/5"thick brick work with 1:6 cement sand mortar and in case of almirah/Alcub that will be 3".
- 3. Internal Walls :- 5"/3" mm thick brick work with 1:4 cement and mortar.
- Plastering:-a) External 18 mm thick in 1:6 cement sand mortar, (b) Internal 12
 mm Thick in 1:6 Cement sand mortar to walls, (c) Internal 6mm
 thick in 1:6 cement sand mortar to ceiling.

- Staircase: With marble with 4 inches skirting fitted with steel/aluminums
 quare bar or any other ornamental railing suited with the design.
- 6. Roof: Surface will be finished with 1/2" to 3/4" steep concrete and net cement finish.
- 7. Internal Finish:- Plaster of Paris/Putti on walls and ceiling.
- 8. External Finish:- All external wall surfaces will be finished with water proof cement paint over cement plaster to suit the aesthetics of the building to be determined by the architect.
- Flooring: Standard floor tiles flooring with 4" inches skirting. Within all area,
 rooms, space, dining, drawing and verandah etc. except kitchen and
 toilet which will made with marble.
- 10.Kitchen:- One black stone sink and specious cooking platform with black stone and room wall upto 2 ½ ft. heights finished with glaze titles and two standard C.P. top, one space for cylinder below the kitchen plat form. One exhaust fan point to be provided.
- 11. Toilet:- (Each) Toilet will be provided with marble flooring and side walls be finished with glaze titles 5'-6" with border with commode Parryware/Hindware cistern, washbasin (Parryware/Hindware), Shower, two C.P. taps, good and standard fixture preferable. Pan and Basin should be Parryware/Hindware.
- 12. Woodwork and Joinery:-All door frames will be 3 "×3"Sal wood/equivalant section. All door shutters (except toilet door) will be 1.5' thick Flash door, main door will be flash door fitted with standard locking devices.
- 13.Iron Steel/ Aluminium
 work and glazing:- All steel Windows will be with composite grill and with

Aluminum sliding window. All balcony will have railing of M. S. Flat / square M.S. Bars or R. C. Railing as per the elevation of the building.

14.Painting:-All door, frames, shutters, Steel surfaces will be painted with enamel paint.

15.Electrical: All electrical lines will be concealed with PVC conduit and the wires will be copper.

Bedrooms:-Two light points, One fan point, one plug point, One night lamp point nearest to the floor.

Drawing & Dining:-Two light points, Two fan points, Two plug points (15amp. &5 amp where necessary).

Kitchen:-One light point, Two plug points one 15 amp. & another 5 amp and one exhaust fan point.

Toilet :- One light point & exhaust fan plug point.

Varandah:- One light point &One plug point.

Calling bell:-Point for each flat .

16. SANITARY PLUMBING AND WATER SUPPLY WORKS:-

Septic tank will be provided which will be connected to the existing surface drain where the effluent from the septic tank will be discharged. All sanitary fittings and fixtures will be with white vitrious China and of standard make and quality. Each flat will get 24 (twenty four) hours water supply from the roof water tank / reservoir, which will be filled from the deep tube well through the overhead water reservoir or otherwise, stopcock outside every flat will be provided.

17. Hardware:-All necessary hardware fittings will be anodized aluminum/brass in doors and windows except in locking devices of any reputed company i,e. Godrej etc.

The building materials shall be as specified by the architect of the building provided however proportion and quality of such materials shall confirm with the specification, approved by the architect.

IN WITNESS WHEREOF the above named parties have hereunto set their respective signature on the day, month and year first above written.

Signed and delivered by the parties in the presence of witnesses:

1. Simi, harti bil.

5/287 Malajat. Nagur.

5/287 Malajat. Nagur.

ps-kliardah.

2. Schatilokha sahkar 32,4th Street, Senbaran, Agarrara, Kol-109 Promate Sarkar

Signature of the LAND OWNER

Susmita Paul.

Signature of the DEVELOPER

Boma Challeger.

(Soma Chatterjee)
Enrolment No.:-WB/301/2006
Advocate,
Barrackpore Court.

Roja Dutta, Barrackpore.

MONEY RECEIPT

Received sum of Rs.1,00,000/- (Rupees One Lakh) only from the Developer out of total amount of Rs.20,00,000/- (Rupees Twenty Lakh) only in the following manner/mode.

Mode of Payment

Date

Amount

Chaque Vide No. 492540

08.02.2022

Rs.1,00,000/-

Axis Bank Ltd., Panihati

Total -Rs.1,00,000/- (Rupees One Lakh) only

Witnesses :-

1. Samis kanti Del 5/287 Mahajati Nagari-As-Agarpura, As-Ichardali.

Brand Sarkar

2. Swatilekhasankow 32,4thstheet, Sembagan, Agampara, Kol-109 Signature of the FIRST PARTY/OWNER

DISTRICT NORTH 24 PARGANAS

OF THE A.D.S.R.O.(BKP)/SODEPUR/D.S.R. BARASAT/COSSIPORE, DUMDUM/R.A. KOLKATA

Pranab Sankar.

T HAND FINGER PRINT.

LITTLE	RING	MIDDLE	FORE	THUMB	7	
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тиимв	FORE	MIDDLE	RING	LITTLE		
	9				RIGHT HAND FINGER PRINT	Pranal Sarfag

SIGNATURE Pranal Sarkar

NAME Susmila Paul

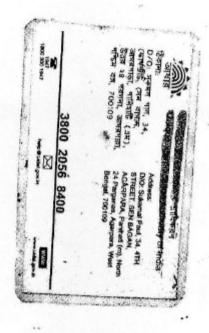
LEFT HAND FINGER PRINT

LITTLE	RING	MIDDLE	FORE	THUMB	
					62
THUMB	FORE	MIDDLE	RING	LITTLE	
			0	0	RIGH T HAND FING BR PRINT

SIGNATURE Susmita Paul.



Surmils Dank.





Sworn to Dout;

आयकर विमान INCOMETAX DEPARTMENT PRANAB SARKAR



भारत सरकार GOVT. OF INDIA

PRAKASH SARKAR

30/09/1972

Permanent Account Number

GWSPS5569E

Pranal Sarkar S



Pranal Sarkour





Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1†11/11978/00368

To

প্রনব সরকার

PRANAB SARKAR

32 FORTH STREET ,SEN BAGAN

AGARPARA

Panihati (m)

Agarpara

North 24 Paraganas North 24 Parganas

West Bengal 700109

ML445486138FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

9911 4584 0994

আধার – সাধারণ মানুষের অধিকার



ভারত সরকার Government of India



পুলব সরকার PRANAB SARKAR দিতা :: প্রকাশ সরকার Father: PRAKASH SARKAR জন্মভারিখ / DOB : 30/09/1972 পুরুষ / Male



9911 4584 0994

আধার – সাধারণ মানুষের অধিকার





 जासात भतिहासत प्रमान, नागतिकातत प्रमान नग्। পরিট্রের প্রমাণ অনলাইন প্রমাণীকরণ হারা লাভ

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .
- আখার সারা দেশে মান্য।
- জাধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাম্ভির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচ্য প্রবিকরণ Unique Identification Authority of India

ঠিকালা: 32, ফোর্খ স্থীটু , সেল বাগাল, আগরপাড়া, পানিহাটি (এম), উত্তর ২৪ পরগনা, আগরপারা, পশ্চিম বঙ্গ, 700109

Address: 32, FORTH STREET, SEN BAGAN, AGARPARA, Paninati (m), North 24 Parganas, Agarpara, West Bengal, 700109.

9911 4584 0994



 \bowtie



Pranal Sarlar





ভারত সরকার Government of India

সমীর কান্তি দেব Samir Kanti Deb জন্মভারিখ / DOB : 06/01/1961

मुक्तम / Male



4783 4045 1971

সাধারণ মানুষের অধিকার আধার



তাম হীৰ বিশিষ্ট প্ৰনিচৰ প্ৰাধিকৰণ Unique Identification Authority of India

ঠিকানা: S/O: শতীন্দ্র চন্দ্র দেব, 5/287, মহাজাতি নগর, আগরপাড়া, গানিহাটি (এম), উত্তর ২৪ প্রগ্না, আগরণারা, পশ্চিম বঙ্গা, 700109

S/O: Jatindra Chandra Deb, 5/287, MAHAJATI NAGAR, AGAR PARA, Panihati (m), North 24 Parganas, Agarpara, West Bengal, 700109

4783 4045 1971

1947 1800 300 1947

help@uidal.gov.in

Samir bout. Deb

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

GRN Details

GRN:

192021220178830951

GRN Date:

07/02/2022 19:35:31

BRN:

IKOBNFQUS2

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Payment Ref. No:

State Bank of India 07/02/2022 19:02:07

Online Payment

2000413297/1/2022

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

ARINDAM SARKAR

Address:

RUIYA

Mobile:

9874667687

Depositor Status:

Others

Query No:

2000413297

Applicant's Name:

Mr SOMA CHATTERJEE

Identification No:

2000413297/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

Desiment Details

Payment		Head of A/C	Head of A/C	Amount (₹)
SI. No.	Payment ID	Description	0030-02-103-003-02	5021
1	2000413297/1/2022	Property Registration- Stamp duty Property Registration- Registration Fees		
2	2000413297/1/2022	Property Registration-Registration	Total	6042

IN WORDS:

SIX THOUSAND FORTY TWO ONLY.

Major Information of the Deed

A0000						
No:	1-1524-01322/2022	Date of Registration	las in a la			
auery No / Year	1524-2000413297/2022		08/02/2022			
Date Date	07/02/2022 9:42:12 AM	Office where deed is registered				
Applicant Name, Address & Other Details	SOMA CHATTERJEE BARRACKPORE COURT, Thana BENGAL, Mobile No.: 82404097	: Barrackpore, District : North				
Transaction		Additional Transaction				
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immo	aration : 2], [4311] Other			
Set Forth value		Market Value				
	- Video de la companya del companya della companya	Rs. 65,44,500/-				
Stampduty Paid(SD)		Registration Fee Paid	14 6 6 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6			
Rs. 10,021/- (Article:48(g))	*	Rs. 1,021/- (Article:E, E, B)				
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip (Urba			

Land Details :

District: North 24-Parganas, P.S.- Khardaha, Municipality: PANIHATI, Road: Sen Bagan, Mouza: Tarapukuria, Jl No: 0, Pin Code: 700109

Sch	ode : 700109	Khatian	Land Proposed	Use ROR	Area of Land SetFort	Rs.) V	alue (In Rs.)	Width of Approach
No L1	Number LR-562 (RS :-)	The second second		Bagan	4 Katha 2 Chatak 38 Sq Ft			Road: 16 Ft., Adjacent to Metal Road,
					6.8933Dec	0 /-	56,40,000 /-	

Structure Details :	Area of	Setforth	Market value	Other Details
Sch Structure No Details	Structure	Value (In Rs.)	(in Rs.) 9,04,500/-	Structure Type: Structure
S1 On Land L1	1340 Sq Ft.	1,	.) Floor A	on of Structure: 0Year, Roof Type:

Gr. Floor, Area of floor: 670 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 670 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

9,04,500 /-0 /-1340 sq ft Total:



petails :

Dec. Address, Photo, Finger print and Signature

Mr PRANAB SARKAR (Presentant)

Son of Late PRAKASH SARKAR

Executed by: Self, Date of Execution: 08/02/2022, Admitted by: Self, Date of Admission: 08/02/2022, Place

Photo

Finger Print

Translo Sarkar

Signature

32 FORTH STREET, SEN BAGAN, AGARPARA, City:-, P.O:- AGARPARA, P.S:-Khardaha, District:North 24-Parganas, West Bengal, India, PIN:- 700109 Sex: Male, By Caste: Hindu, Occupation:
Service, Citizen of: India, PAN No.:: GWxxxxxx9E, Aadhaar No: 99xxxxxxxxx0994, Status
, Admitted by: Self, Date of Admission: 08/02/2022 Place: Office

Developer Details :

Name	Photo	Finger Print	Control of the Contro				
Miss SUSMITA PAUL Daughter of Mr SUKAMAL PAUL Executed by: Self, Date of Execution: 08/02/2022 , Admitted by: Self, Date of Admission: 08/02/2022 ,Place: Office			Signature Suspella Paul				
	06/02/2022	UTI 08/02/2022	08/02/2022				
Daughter of Mr SUKAMAL PAUL 34, 4TH STREET, SEN BAGAN, AGARPARA, City:-, P.O:- AGARPARA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700109 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: GOXXXXXX5D, Aadhaar No: 38xxxxxxxx8400, Status: Individual, Executed by: Self, Date of Execution: 08/02/2022, Admitted by: Self, Date of Admission: 08/02/2022, Place: Office							

Identifier Details:

Photo	Finger Print	Signature
		Campbear Sogger
08/02/2022	08/02/2022	08/00/2022
ss SUSMITA PAU	Ĺ	19/8/ 00 10/9
		3
		SELESTED SELESTED
	08/02/2022	

	of property for L1			
	From	To. with area (Name-Area)		
1	Mr PRANAB SARKAR	Miss SUSMITA PAUL 6 80333 Dec		
rans	fer of property for S1			
.No	From	To. with area (Name-Area)		
-	Mr PRANAB SARKAR	Miss SUSMITA PAUL-1340.000000000 Sq Ft		

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Sen Bagan, Mouza: Tarapukuria, Jl No: 0, Pin Code: 700109

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	1	Owner:সভ্যবরত সেন, Gurdian:থগেন্দ্র নাথ, Address:নিজ , Classification:বাগান, Area:1.25480000 Acre,	Seller is not the recorded Owner as per Applicant.



4-02-2022

inicate of Admissibility(Rule 43, W.B. Registration Rules 1982)

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)

COST

presented for registration at 13:33 hrs on 08-02-2022, at the Office of the A.D.S.R. SODEPUR by Mr PRANAB SARKAR Executant.

Cert Fcate 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

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

Execution is admitted on 08/02/2022 by 1. Mr PRANAB SARKAR, Son of Late PRAKASH SARKAR, 32 FORTH STREET, SEN BAGAN, AGARPARA, P.O. AGARPARA, Thana: Khardaha, North 24-Parganas, WEST BENGAL India, PIN - 700109, by caste Hindu, by Profession Service, 2. Miss SUSMITA PAUL, Daughter of Mr SUKAMAL PAUL, 34, 4TH STREET, SEN BAGAN, AGARPARA, P.O. AGARPARA, Thana: Khardaha, North 24-Parganas, WEST BENGAL, India, PIN - 700109, by caste Hindu, by Profession Business

Indetified by Mr SAMIR KANTI DEB, , , Son of Late JATINDRA CHANDRA DEB, 5/287, MAHAJATI NAGAR, AGARPARA, P.O: AGARPARA, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700109, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021/- (B = Rs 1,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2022 7:37PM with Govt. Ref. No: 192021220178830951 on 07-02-2022, Amount Rs: 1,021/-, Bank. State Bank of India (SBIN0000001), Ref. No. IK0BNFQUS2 on 07-02-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 5,021/-

Description of Stamp

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

 Stamp: Type: Impressed, Serial no 3974, Amount: Rs.5,000/-, Date of Purchase: 04/02/2022, Vendor name: RANA SUR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2022 7:37PM with Govt. Ref. No. 192021220178830951 on 07-02-2022, Amount Rs. 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BNFQUS2 on 07-02-2022, Head of Account 0030-02-103-003-02



Sumanta Chakraborty

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SODEPUR

North 24-Parganas, West Bengal



Endorsement For Deed Number : I - 152401322 / 2022

(Sumanta Chakraborty) 2022/02/23 12:29:25 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.



(This document is digitally signed.)