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

District Sub-Registrar-II  
Howrah

15 MAY 2023

**:-: DEVELOPMENT AGREEMENT :-:**

**P.S- SANKRAIL, DISTRICT- HOWRAH**

**AGREEMENT FOR DEVELOPMENT** made on this 15<sup>th</sup> day of  
May, 2023,

**BY AND BETWEEN**

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P. K. Sankral

Sl. No. 1911 DATE 11/05/2023

VALUE 100 RUPEES PAISE

NAME Sankar Ghasb

ADDRESS Andul Howrah

STAMP VENDOR - SOUMYA BANERJEE  
CIVIL COURT, HOWRAH



Smt Nandi

87/1, Abinash Bhargava

Lane, P.S. Chatterjeehat

Dist - Howrah - 71102

Law clerk

District Sub-Registrar-II  
Howrah

15 MAY 2023

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**SANKAR GHOSH** (PAN : AMEPG0109N) (Aadhar No. 6582 8714 3053) son of Late Santosh Ghosh, by faith - Hindu, by occupation - Retired, residing at Vill. Andul, P.O. Andul-Mouri, P.S. - Sankrail, District - Howrah - 711302, Indian Citizen, hereinafter called and referred to as the **OWNER/LANDLORD** (which expression and term shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators and assignees) or the party of the **FIRST PART** or the **FIRST PARTY**.

**-AND-**

**M/S DESIRE CONSTRUCTION** (PAN : AAQFD8846B) a Partnership Firm, having its office at Andul Purbapara, Andul - Mouri, P.S. - Sankrail, District - Howrah - 711302, West Bengal, India, Represented by its two Partners namely (1) **KOUSHIK BHATTACHARYA** (PAN : ALMPB6615K) (AADHAR NO. 6123 7632 6720), son of Late Radha Kanta Bhattacharya, by faith - Hindu, by occupation - Business, residing at Village - Andul Purbapara, Post Office - Andul - Mouri, Police Station - Sankrail, District - Howrah, PIN - 711302, (2) **SMT. MITA DENRIA** (PAN : AUIPD3084B) (AADHAR NO. 5225 5568 4806), wife of Sri Rajkumar Denria, by faith- Hindu, by occu-

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pation - Business, residing at Village Jujarsaha Manna Para, P.O. Jujarsaha, P.S. Panchla, District- Howrah-711302, hereinafter called and referred to as the **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, agents, administrators and assigns) or the party of the **SECOND PART** or the **SECOND PARTY**.

**WHEREAS** the party of the First Part is the owner and occupier of the piece and parcel of BASTU land measuring about 05 sataks Bastu land within Mouza - Andul, R.S. Khatian No. 433, R.S. Dag No. 662, Hal/L.R. Khatian No. 2884, L.R. Dag No. 742 P.S. - Sankrail, District - Howrah, which is more fully and particularly described in the Schedule - 'A' hereunder and is hereinafter referred to as the **"SAID PROPERTY"**.

**AND WHEREAS** one Nirmal Ghosh was the original owner and occupier of property within R.S. Khatian No. 433, R.S. Dag No. 662, Mouza- Andul, P.S. Sankrail, District- Howrah and after demise of said Nirmal Ghosh his wife /Rita Ghosh and two daughters namely Jaya and Jayati jointly become the owners of the same and they jointly mutated their names in L.R. Khatain Nos 1153/3, 416/1, 414/

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2, respectively L.R. Dag No. 742, Mouza- Andul, P.S. Sankrail, District-Howrah.

**AND WHEREAS** the aforesaid Smt. Rita Ghosh , Smt. Jayanti Patra (Ghosh) , Smt. Jaya Ghosh jointly gifted 5 (five) sataks of property to the First Party /Sankar Ghosh by virtue of a registered Deed of Gift vide Book No.I, Volume No. 0501-2020, Pages from 151327 to 151355, being No. 050104167 for the year 2020 registered at D.S.R.- I Howrah on 04.11.2020.

**AND WHEREAS** the first party applied for mutation before the B.L. & L.R.O Sankrail, and the B.L. & L.R.O. Sankrail allotted L.R. Khatian No. 2884 in the name of the First Party .

**AND WHEREAS** the first party applied for conversion of the aforesaid proeprty before the A.D.M. & L.R.O. Howrah and the A.D.M. & L.R.O. Howrah was pleased to convert the aforesaid property into Bastu land vide Memo No. 7/CONV/SANK/23/1242(3)/LR dated 28.04.2023.

**AND WHEREAS** the present owner/First Party absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and he has clear and marketable title into the said property and the said property is not attached/

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encumbered/charged into any legal proceedings whatsoever in nature till date.

**AND WHEREAS** the said developers/Company/Second Party requested the landowners and proposed to develop the said land and/or premises as described in the 'A' schedule hereunder written.

**AND WHEREAS** for optimum utilization of the property more fully described in 'A' schedule hereunder, the owner/First party has mutually agreed with the Second Party to construct a multistoried building in the 'A' schedule mentioned property and due to lack of fund and technical experience the owner was searching for a reputed promoter and/or developer who will develop the said land and building by raising new construction containing of separate flats and shops or space with a modern taste and techniques after getting sanctioned plan from Howrah Zilla Parishad or other statutory body at his own cost.

**AND WHEREAS** the Owner and the Developer have agreed to execute this Development Agreement for developing the 'A' schedule mentioned property for raising newly constructed (B+G+5) building after getting sanctioned plan, containing indi-

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vidual flats and shops on the terms and conditions hereinafter stated below;

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES ON CERTAIN TERMS AND CONDITIONS HERETO AS FOLLOWS :-**

**ARTICLE - I / DEFINITION**

Under/in these presents unless it is repugnant to or inconsistent with the context, the following terms refers as defined hereunder:-

- 1.1. OWNER** : Shall mean and include the owner i.e. the First Party as described above and his respective legal heirs successors, administrators, executors and assignees.
- 1.2. DEVELOPER** : Shall mean and include the Second Party and its respective legal partners, agents, successors, administrators, executors, legal representative and assignees.
- 1.3. PREMISES** : Shall mean and include ALL THAT the piece and parcel of BASTU land measuring more or less about 05 sataks in R.S. Khatian No. 433, R.S. Dag No. 662, Hal/L.R. Khatian No. 2884, L.R. 742, within Mouza - Andul, J.L. No. - 29, P.S. - Sankrail, District - Howrah, which is/are more fully

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and particularly described in the Schedule - 'A' hereunder , which was/is occupied presently by the owner/First Party only.

**1.4. BUILDING** : Shall mean the proposed multi-storied (B+G+5) building to be constructed at the said premises in accordance with the plan to be sanctioned by the Howrah Zilla Parishad and/or other statutory authorities.

**1.5. COMMON FACILITIES AND AMENITIES** : Shall mean and include all the corridors, ways, staircases and landing ways, passage ways, overhead tank, water pump, electric connection, electric meter, lift/elevator and other facilities which may be required for the establishment / location / enjoyment / possession / maintenance and/or management of the building.

**1.6. AREA AND SPACE** : Shall mean and include the space in the building available for independent use and occupation after new provisions for common facilities and the space required thereof.

**1.7. OWNERS ALLOCATION** : Will be 40% of the proposed total construction area of the (B+G+5) multi-storied building, over

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the Schedule - 'A' property, which is clearly shown in the Schedule 'B' of this agreement.

**1.8. BUILDING** : Means the single multi-storied (B+G+5) building i.e. one basement of 08 ft. height beneath the six-storied (G+5) Building.

**1.9. DEVELOPER'S ALLOCATION** : Means remaining portion or rest 60% or the rest areas as to be constructed areas of the proposed (B+G+5) multi-storied building as mentioned above excluding the owner's Allocation and the Developer will have the exclusive rights over the said areas.

**1.10. SALEABLE SPACE** : Means and includes the space available for independent use and occupation of the respective flat owners and proportionate land.

**1.11. ARCHITECT** : Will mean and include the person or persons who may be appointed by the Developer for designing and planning of the said building.

**1.12. TRANSFER** : With its grammatical variations will include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multistoried building to the purchaser and the same will be guided as per the provision of W.B. Apartment ownership Act.

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which is for the time being in force.

**1.13. TRANSFeree** : Shall mean the person/Firm/Limited /Company/Association of persons/Any other body to whom any space etc. in the building has been transferred.

**1.14. WORDS** : importing singular shall include plural and vice versa and terms importing masculine gender shall include feminine gender and vice versa.

#### **ARTICLE - II / APPOINTMENT**

The Owner do hereby appoint and engage the Developer as Builder/Developer and also as its authorized representative for construction of a multi storied building (B+G+5) or buildings in/on/upon the said plot of land comprising of apartments, shop room and/or parking space with the supervision of well known architects.

#### **ARTICLE - III / ACCEPTANCE**

The Builder/Developer has accepted such appointment and engagement and agree to complete this construction work in respect of the said premises and/or construction of new (B+G+5) building in accordance with a sanctioned plan of the Howrah Zilla Parishad in or upon the land comprised in the said Schedule - 'A' premises.

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**ARTICLE - IV / COMMENCEMENT**

This Development Agreement will be deemed to have commenced on and from the day of execution of this Development Agreement but the tenure of this Agreement shall be 05 (five) years from the date of obtaining sanctioned plan from appropriate authority .

**ARTICLE - V / OWNER'S RIGHT**

- 5.1. The Owner is absolutely seized and possessed of/or otherwise well and sufficiently entitled to all that the said premises morefully described in the Schedule - 'A' hereunder written, free from all encumbrances whatsoever.
- 5.2. There is no excess vacant land in the said premises within the meaning/provision of the Urban Land Ceiling and Regulation Act, 1976.
- 5.3. There is no legal bar or otherwise for the owner to obtain the certificate under Section 230A and/or under the provisions of the Chapter - XX-C of the Income tax Act, 1961.
- 5.4. There is no attachment under the Income Tax Act, 1961, the Wealth Tax Act, 1957 or the Public Demand Recovery Act in respect of the said premises.

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5.5. No part of the said Premises is effected by any notice of acquisition or requisition by any authority till date.

5.6. The owner has not entered into any agreement for sale/ mortgage/transfer or otherwise in respect of the said land and/or premises or any portion or part thereof, with any other party till date.

5.7. The owner has good marketable title in respect of the said land and premises and that none other than owners, will have any right, title, interest, claim or demand whatsoever or howsoever in respect of the said land and premises or any part of the portion thereof.

5.8. The owner undertake to execute Amalgamation Deed, Boundary Declaration Deed, General Power of Attorney as per demand by the Second party, simultaneous to the execution of this Development Agreement.

5.9. The Owner and Developer undertakes that the Amalgamation Deed in connection to this project and its total expenses shall be borne by the Developer only.

5.10. The Owner and Developer undertakes that after comple-

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tion of the project, the registration expenses for partition in between Developer's allocation and Owner's allocation will be borne by the parties equally.

**ARTICLE - VI / DEVELOPER'S RIGHT**

6.1. The owner hereby grant permission to the Developer to build, construct, erect and complete the multistoried (B+G+5) building on the said premises as per sanctioned Plan and to commercially exploit the same and to sell transfer or convey or enter into an Agreement for Sale and/or transfer the constructed area on the said proposed construction, (except owner's allocation) in accordance with the Plan to be sanctioned by the Howrah Zilla Parishad and/or any other statutory body.

6.2. The Developer will be entitled to prepare/modify/alter the existing Sanctioned Plan and to submit the same to the Howrah Zilla Parishad in the name of the owner, subject to obtaining previous approval with the consent of the Owner and the Developer will pay and bear all fees payable to the Howrah Zilla Parishad authorities and other statutory bodies or otherwise, for sanction of the plan for construction of the

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proposed (B+G+5) building including Architect's fees charges and expenses required to be paid for Mutation or deposited for preparation of the PLAN and for obtaining the sanction of the Howrah Zilla Parishad and for the construction of the said multistoried building at the said premises, provided, however that the Developer will be exclusively entitled to all refunds of any/all payments and/or deposits made by the Developer in the name of the owner. The Developer will construct a Basement with six-storied building (B + G + 5) over the Schedule - 'A' property within an estimated time of Sixty (60) months commencing from the date of obtaining sanctioned Plan or vacant possession, whichever is later.

6.3. Nothing in these presents is to be construed as a devise or assignment or transfer by the owners of the said premises or any part thereof to the Developer or as for creating any right, title or interest thereof to the Developer other than an exclusive licence to the Developer to commercially exploit the said premises in terms hereof and to deal with the same manner and subject to the terms hereinafter stated.

6.4. The Developer will be solely and exclusively responsible for

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the construction with the help of an architect and subject to the feasibility of the proposed building by the architect and will make all attempts to design the proposed construction of the said multistoried building without making any deviation from the sanctioned plan.

- 6.5. The Developer is/will be permitted to arrange for the installation of separate supply of electricity and meter in a common Meter Room for the purpose of construction and erection, and the Developer shall bear all such electricity charges, at his own cost.
- 6.6. The existing old and dilapidated structure of the house of the owner in the said premises will be demolished and a new building will be constructed in accordance with the terms of this Development Agreement. All liabilities and costs for demolition of old structure will be borne by the Developer and the Developer will get the right to dispose of the entire existing structure over the Schedule-'A' property.
- 6.7. The Developer/Second Party will have every right to execute any Agreement with the other Owners of the Dag No. 742, 743 of Mouza - Andul, P.S. - Sankrail, District - Howrah,

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which will be situated adjacent to any side of the Schedule - 'A' property and the First Party will execute Development Agreement jointly with the said incoming Owners and will also be agreed to execute an Amalgamation Deed and/or of a joint Development Agreement, subject to compliance of Owner's allocation of the previous Agreement so that the owner's allocated area is not altered.

**ARTICLE - VII**

**(THE FOLLOWING POINTS ARE TO MAINTAINED/FOLLOWED AFTER EXECUTION OF REGISTERED DEVELOPMENT AGREEMENT)**

7.1. The Developer has satisfied with regards to the title of the property as the Developer had caused all necessary searches at his own costs with regard to the marketability of the title of the property at the time of execution of this Registered Development Agreement and the owner will handover all the original documents and/or title deeds to the Developer and after completion of project as well as handing over the possession to the owner as per his allocation, the Developer will return back all the original documents including sanctioned plan as received by the Developer at the time of

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execution of the agreement for sale accordingly.

7.2. The owner hereby undertakes to keep the Developer indemnified against all third party claims with regard to the title in respect of the said property and further undertakes not to create any encumbrances on the premises or on any part thereof, save and except the owner nobody can be entitled to deal with or disperse off his/her share of space in the proposed building after the plans are sanctioned and vice versa.

7.3. That the owner do hereby grant the exclusive right of development of the said premises unto and in favour of the Developer with the intent and object that the Developer will have the necessary maps or plans prepared subject to the approval of the owner by a duly Authorized Architect for being submitted to the Howrah Zilla Parshad and other Statutory Authority or other Authorization concerned, for sanction and will construct/erect and complete the Basement and a six-storied Multistoried Building thereupon, on the said premises being complete in all respect in accordance with the plan to be sanctioned by the said Authorities

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7.4. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed fulfilled and observed by both the owner and the Developer and further consideration of the owner having agreed to grant the exclusive right of development of the said premises to the Developer, it will be the responsibility and obligations of **THE DEVELOPER TO COMPLY WITH THE TERMS AND CONDITIONS AS FOLLOWS :-**

7.4.1 At its own costs shall obtain all necessary permission and/or approvals and/or consents;

7.4.2. In respect of the construction of the building to pay costs of supervision of the development and construction of the owners allocation in the building at the said premises;

7.4.3. To bear all costs charges and expenses for construction of the building at the said premises;

7.4.4. To commence the construction of the proposed building immediately i.e. within thirty (30) days from the date of obtaining sanctioned plan and/or delivery of vacant possession thereof, whichever is later, and to make construction and complete the proposed building within 60 (sixty) months

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from the date of obtaining the sanctioned plan or getting the premises vacant in respect of the entire property from the owners whichever is later;

7.4.5. The Developer will not be entitled to enter into any agreement with the intending buyers in respect of transferring any portion of the owner's allocation and common facilities excluding the owners;

7.4.6. It is, however, agreed that the Developer will not be entitled to deliver the possession of any of the flats in his allocation to his nominee or nominees and/or to anybody before delivery of possession of the owners allocation complete in all respect in the proposed building and/or giving notice in writing to the owner for taking such delivery of possession. The developer will have to obtain necessary permission and/or clearance certificate from the appropriate authority as may be required for the valid transfer of Developer's allocation;

7.5. That immediately after the execution of this Development Agreement the Developer shall arrange for the authentic survey, soil investigation etc. of the related land, and the

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Developer will appoint a duly authorized Architect for preparation of the plan for the new (B+G+5) multistoried building on the property over the Schedule - A Land and/or Amalgamated property after Amalgamation Deed executed as per law.

- 7.6. That the Developer will construct and complete the said Multistoried (B+G+5) building as per sanctioned plan and specification as per Schedule - 'D' as already agreed upon and will undertake full responsibility and the owner will neither be responsible nor indemnify the Developer for any incident or accident which may occur in the said premises due to it, as of construction activities and/or fully design and/or any other anomaly or defect whatsoever and the Developer will keep the owner fully indemnified at all times against any loss or damage which may be caused to the owners or anyone else due to any accident during construction or for any unauthorized construction in deviation of the sanctioned plan and/or due to any other cause whatsoever.
- 7.7. That in consideration to the Developer constructing the said building and terms and conditions contained in this agree-

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ment and the obligations to be fulfilled by the Developer, the Developer will get the Developer's allocation in the said premises as described in the Schedule - 'C' hereunder and the Developer will keep the Owner fully indemnified for all times to come and for all purpose and consequences whatsoever, save and except Natural Calamities.

7.8. That the Developer will construct the proposed building in the aforesaid property by constructing a multi-storied (B+G+5) building thereon after obtaining proper sanctioned plan from Howrah Zilla Parishad/Authority Concerned.

7.9. To incur all costs, charges and expenses for planning, sanctioning and constructions of the said multistoried building and/or buildings as per the 'General Specifications' categorized in Schedule - 'D' hereunder including the payment of Architect's fees for the following :-

7.9.1. To get the said plan prepared and submitted to the Howrah Zilla Parishad and/or other authorities after completion of necessary searches and on owner's making out a marketable title in respect of the said property;

7.9.2. To complete the entire construction work of the proposed building at the aforesaid premises in all respects and will

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handover owner's allocation thereof to the present owner being fully completed and in a habitable condition with all facilities and/or amenities attachment thereof as developed and provided in the Schedule - 'B' hereinafter written within 60 (sixty) months from the date of obtaining the sanctioned Plan or from the date of obtaining the delivery of vacant possession of the aforesaid property, whichever is later;

7.9.3. To frame rules and regulations regarding the use of the respective allocation of the space of the owner and developer or his nominee or nominees or to form the Management Association and/or flat owner's Association and/or society for the ultimate owner or owners of the proposed building only with the written approval and Consent of the owner;

7.9.4. The owner will execute one Amalgamation Deed in connection with the Schedule - 'A' property;

**ARTICLE - VIII / DUTY OF THE DEVELOPER**

**(AFTER EXECUTION OF THIS DEVELOPMENT AGREEMENT)**

8.1. The Developer at his own costs will construct erect and complete in all respects the said building and will allocate to the owner, together with proportionate right, title and

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interest in common facilities and amenities including the right to use thereof at the said premises upon construction of the said (B+G+5) building within a period of 60 (sixty) months from the date of obtaining the sanctioned Plan or from getting vacant possession thereof, whichever is later.

8.2. The Developer will also construct, erect and complete at his own cost the entire common facilities and amenities for the said proposed (B+G + 5) multistoried building.

8.3. The Developer will have no right, title and interest whatsoever in the owner's allocation as described in the Schedule - 'B' hereunder and undivided properties, proportionate share pertaining thereof in the land and common facilities and amenities which will solely and exclusively belong and continue to belong, to the Owner and flat owners jointly.

8.4. The Developer will have no right to claim for payment or reimbursement of any cost/expenses or shares incurred towards construction of owner's allocation and of the undivided proportionate share in common facilities and amenities.

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**ARTICLE - IX / DEVELOPER'S ALLOCATION**

**(AFTER EXECUTION OF THIS DEVELOPMENT AGREEMENT)**

9.1. In consideration of the above, the Developer will be entitled to the Developer's allocation of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the said land and also together with proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the Developer will be entitled to enter into agreement for sale and to receive and collect all money in respect thereof which will absolutely belong to the Developer as "Developer's allocation" and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it is/will not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner and the owner will be a party at the time of Registration of Deed of Conveyance for sale of Developer's allocation.

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**ARTICLE - X / PROCEDURE**

10.1. The owner will execute/have simultaneously executed a Development Power of Attorney in favour of the Developer as may be required for the purpose of obtaining the sanctioned plan and all necessary permission and sanction from different authorities in connection with the constructions of the proposed (B+G+5) building also for pursuing and following up the matter with the appropriate authority or authorities, at the time of execution of this Development Agreement.

**ARTICLE - XI / CONSTRUCTION**

11.1. The Developer will be solely and exclusively responsible for construction of the said building. Such construction of the building will be completed entire by the Developer within 60 (sixty) months from the date of getting the sanctioned plan from appropriate authority or getting vacant possession whichever is later, and in this respect (unless the same is beyond the control of the Developer) the said TIME shall be deemed to be the essence of this agreement between the parties after execution of Development Agreement.

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11.2. The Developer will erect the said (B+G+5) building at his own cost as per specification and drawing provided by the architect and will be bound to provide for the pump, water storage tanks, overhead reservoirs, electrification permanent electric connections and until permanent electric connection is obtained temporary electric connection which is to be provided and other facilities as per requirement, is to be provided in residential units of the multistoried (B+G+5) building having self - contained - flats and constructed space for sale and/or residential flats and/or constructed space therein on ownership basis, after execution of Development Agreement.

11.3. The Developer will be authorized in the name of the owner so far as necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or gas to the building and other inputs and facilities required for the

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construction of enjoyment of the building for which the owner will execute in favour of the Developer a Power of Attorney and other authorities as will be required by the Developer at the time of execution of this Development Agreement.

11.4. The Developer at his own cost and expenses will obtain and without creating any financial or other liability to the owner for construction in and to complete the building and various units and/or apartments therein, in accordance with the building plan and any amendment thereto or modification thereof, made or caused to be made by the Developer with the consent of the owner in writing.

11.5. All costs, charges and expenses including architect's fees will be paid discharged and borne by the Developer and the owner shall have no liability in this context.

11.6. The Developer will provide at their/his own costs the electricity wiring, water pipe line, sewerage, services connection, lift/Elevator facilities in the portion to the owner's allocation.

11.7. Owner is/will be liable and responsible for any outstanding tax/Khajnas in respect of the 'A' schedule mentioned

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property and cost of mutation in respect of the entire schedule 'A' mentioned property.

**ARTICLE - XII / COMMON FACILITIES**

**(WHICH WILL BE MAINTAINED AT THE TIME OF EXECUTION  
OF THE DEVELOPMENT AGREEMENT)**

12.1. The Developer will pay and bear all property taxes and other prospective dues and outgoing expenses in respect of the premises accordingly falling due as and from the date of handing over vacant possession by the owner till as provided thereafter.

12.2. As soon as the building is completed and electricity wiring, sewerage line etc. will be ready upto the portion of the owner's allocation the Developer will give in writing an intimation to the owner/Landlord herein, requiring the owner to take possession of the owner's allocation in the building and no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and completion certificate to be issued by Howrah Zilla Parishad being produced to the effect, will be entertained thereafter i.e. 60 (sixty) days from the date of service of such intimation and at all times thereafter the

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owners will be responsible for the payment of all Zilla Parishad/Gram Panchayat and property taxes / rates / dues / duties and other public outgoing of and impositions whatsoever thereafter for the sake of brevity referred to as the 'Said Rates' payable in respect of the owner's allocation and the said rates will/are to be apportioned prorata with reference to the saleable space in the building if they are levied on the building as a whole.

12.3. The owner and the Developer will punctually and clearly pay for his respective allocation of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the Developer and both the parties shall keep each other indemnified against all claim/action/demand/cost/charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the Developer in this behalf.

12.4. As from date of service of notice of possession the owner and developer will be responsible to pay and bear

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proportionate share of the service charges for the common facilities in the building payable by the owner and Developer's allocation and said charges so as to include proportionate share of premium for insurance of the building, water, fire and sewerage charges and taxes, lift facilities sanctioned and maintenance operation repair and renewal charges for bill collection and management of the common facilities, renovation replacement, repair and maintenance charges and expense for the building and of all common wiring pipes electrical and mechanical equipment, meter room, transformers, generators, pumps/motors and other electrical and mechanical installation appliances and equipments stairways, corridors, halls, passage way and other common facilities proportionately whatsoever as it may be.

12.5. The Developer will set up two separate Lift/Elevator facilities in the Schedule - 'A' building out of which, one will be used for commercial purpose and another will be used for residential purposes distinctly.

**ARTICLES - XIII / PROCEEDINGS**

13.1. It is hereby expressly agreed by and between the

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parties hereto that it will be the responsibility of the Developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs charges and expenses incurred for that purpose with the approval of the owners will be borne and paid by the Developer after execution of the Development Agreement.

**ARTICLE - XIV / DEVELOPER'S INDEMNITY**

**(WHICH WILL BE EFFECTED AFTER EXECUTION OF DEVELOPMENT AGREEMENT)**

- 14.1. The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commissions of the Developer in or relating to the construction of the said building.
- 14.2. The Developer hereby undertakes to keep the owner indemnified against all petition, suits, costs, proceedings and claims that may arise out of the Developer's action and/or in the manner of construction, agreement for sale of the said building and/or any defect thereon which may arise during the period of such construction.

*Contd.....*

*P.K. Datta*

**ARTICLE - XIV / MISCELLANEOUS**

15.1. The owner and the Developer have entered into this Development Agreement purely as a contract and nothing contained herein will be deemed to be construed as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor the parties hereto will constitute as an association of persons.

15.2. It is understood that from time to time in order to facilitate the construction of the proposed building by the Developer, various deeds/matter and things not herein specified, may be required to be done by the Developer and for which the Developer may need the authority of the owner for various applications and other documents will be required to get signed or made by the owner, relating to which specific provisions will not have been mentioned herein and the owner hereby undertakes to do all such notes, deeds, matters and things that may be reasonably required to be done in the said matter and the owner shall be bound to execute any such additional Power of Attorney and/or authorizations as may be required by the Developer for the purpose and the owner will sign and execute all

*Contd.....*

*P.K. Antle*

such additional applications and other documents as the case may be, so as not to infringe the rights of the owner and/or do not go against the spirit of this agreement and same will be effected after execution of this Registered Development Agreement.

15.3. Both the Developer and the owner will frame a schedule for the agreement and administration of the said building or proposed flats of the building and/or common parts thereof. The owner hereby agrees to abide by all the rules and regulations as such management /society / association / holding organization do hereby give his consent to abide by the same.

15.4. The owner undertakes and agrees to execute and relate all conveyance and transfer in favour of the persons with whom the Developer entered into agreement as and when required by the Developer (the stamp duty of Registration Fees and all other expenses towards the registration will be borne by the Purchaser and/or its nominees and assigns) and the Developer will be confirming party in all such conveyance if it be necessary as and when required

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*P.K. Antta*  
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by the Developer or the owner which will be effected after execution of the Registered Development Agreement.

15.5. If the Promoter/Developer is unable to complete/ give/ deliver Khas possession of the complete floor, space, in the said building to the owner in a good and habitable conditions within the period of 60 (sixty) months as aforesaid for any reasons beyond control of the promoter to the satisfaction of the owner, in that event, such time shall be extended for such period not exceeding six months thereafter. If the Promoter/Developer fails to deliver the possession of the proposed flat within the aforesaid period, i.e. sixty six (66) months from the date and time as specifically aforesaid, then the owner shall have the right to sue the Developer and his men and agents for Breach of Contract, as per provisions of Specific performance of contract under relevant provisions of the Specific Relief Act and the same will be effected after execution of the Development Agreement.

15.6. Notwithstanding anything contained hereinabove, the Developer will completely satisfy the owner's allocation as

*Contd.....*

*P. K. Sultana*

(34)

per Schedule - 'B' hereunder before handing over possession of any area in the Developer's allocation to any other purchasers as per terms and conditions of Development Agreement.

15.7. After getting sanctioned plan from Howrah Zilla Parishad the owner will hand over the possession of the Schedule - 'A' mentioned property to the Developer and old construction will be demolished by the Developer and all the debris and other material will be sold out and/or utilized by the Developer only and the owner shall not interfere in that disposal regards.

15.8. If the Developer does not / will not hand over the other flats mentioned earlier within the stipulated time, then the owners will be entitled for damages from the Developer.

**ARTICLE - XVI / FORCE MAJURE**

**(TO BE FOLLOWED IN/AFTER EXECUTION OF DEVELOPMENT AGREEMENT)**

16.1. The Developer will not be considered to be liable for any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the FORCE MAJURE and will be suspended from the obligations during the duration of the 'Force Majure'.

16.2. FORCE MAJURE means and refers to natural calamities like flood, earthquake, riot, wars, storm, civil / common /

*Contd.....*

*P. K. Saha*

(35)

transport strike and such commissions of unforeseen incidents which are beyond the control of the Developer.

**:: SCHEDULE - 'A' ABOVE REFERRED TO ::**

**(ENTIRE PROPERTY)**

(1) **ALL THAT** piece and parcel of BASTU land measuring more or less about 5 sataks in R.S. Khatian No. 433, R.S. Dag No. 662, Hal/L.R. Khatian No. 2884 L.R. Dag No. 742, within Mouza - Andul, J.L. No. - 29, P.S. - Sankrail, District - Howrah, being butted and bounded by metes and bounds as follows :-

**IN THE NORTH :** Property of Snehasish Maity & Gourhari Maity and others .

**IN THE SOUTH :** Land of Subrata Das.

**IN THE EAST :** 10'-0" wide common passage.

**IN THE WEST :** Property of Rajkumar Denria.

**:: SCHEDULE - 'B' ABOVE REFERRED TO ::**

**(OWNER'S ALLOCATION)**

40% of the proposed construction area of each and every floor of the (B+G+5) building over the Schedule - 'A' property of each and every floor of the proposed building.

**:: SCHEDULE - 'C' ABOVE REFERRED TO ::**

**(DEVELOPER'S ALLOCATION)**

60% of the total constructed area of the proposed (B+G+5) building save and except the Owner's allocated portion as described in the Schedule - 'B' over the Schedule - 'A' property.

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P.K. Antta

**-:: SCHEDULE - 'D' ABOVE REFERRED TO ::-**

**(GENERAL SPECIFICATION)**

1. The building will be in first class RCC framework and having outer walls in 10" thick first class bricks and all partition walls 6" thick in cement mortar or as specified by the Architects.
2. All **ROOFINGS** will be completed with roof treatment.
3. All **DOORS** will be finished door with Power Bolts and door bolts and the main door will be made of good quality of "**PLYWOOD**" and fitted with Hash - Bolt only and all windows will be made of Aluminum with Glaze shutter provided with M.S. GRILL.
4. i) All **TOILETS** will have complete chain-ware fittings, wash basins, C.P. fittings, high shower, water connection, etc.  
ii) Glazed tiles in **BATHROOM** will be fitted upto 6 ft. height from soiling/ Floor.
5. The apartments will have completed **CONCEALED WIRINGS** with adequate light points, power points, TV points and earthing etc.
6. All **KITCHENS** will be completed with marble floor and glazed tiles upto and over the cooking platform for 3 feet.
7. Adequate light points for general lighting will be provided,

P.K. Datta  
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all electrical wiring will be concealed.

8. Proper Boundary Walls and Entrance/Main Gate will be made as per design given by the Architects.
9. All internal Wall and ceiling will be cemented and plastered with Plaster of Paris of best quality.
10. **FLOORING** will be completed with Floor Tiles 2' x 2' feet.
11. 24 hours water supply from underground reservoir or artificial tanks overhead, shall be provided for round the clock.
12. For all other extra job excluding as mentioned above are to be charged extra from the demanding party.

**-:: SCHEDULE - 'E' ABOVE REFERRED ::-**

**(COMMON PORTIONS)**

1. Staircase on all the floors.
2. Staircase landing on the floor and elevation facilities/LIFT.
3. Common Passage.
4. Water pump, water tank, water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump house.
7. Electric main Meter Room.
8. Boundary walls and main gates.
9. Elevator must be at least two in number in 2 entrances and preferably of OTIS.

*P. K. Anty*



(38)

**IN WITNESS WHEREOF** We, the Parties of this Agreement have put our respective signature and seals on this the 15<sup>th</sup> day of May 2023 first above written.

**SIGNED, SEALED & DELIVERED**

In the presence of :

**WITNESSES :**

1. *Shruti Khundi*  
87/1, Abinash Banerjee Lane  
Howrah 2.
2. *Tanmay Manne*  
Tujersaha, Panchula,  
Howrah 711302
3. *Sebabrata Manne,*  
Tujersaha, Panchula  
Howrah. - 711302

*Sanjay Cherk*  
\_\_\_\_\_  
**SIGNATURE OF THE FIRST PARTY/  
OWNER**

DESIRE CONSTRUCTION  
*Kaushik Bhattacharya*  
Partner

DESIRE CONSTRUCTION

*Mita Densia*  
Partner Partner

Drafted by me and prepared in my office.

*Pankaj Kumar Dutta*  
Pankaj Kumar Dutta

Advocate

Howrah Judges' Court












Registration No. WB - 679/1991

Computerized by me :












*Vipin Kumar Samal*

\_\_\_\_\_  
**SIGNATURE OF THE SECOND PARTY/  
DEVELOPERS**












# FORM FOR TEN FINGER IMPRESSION

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Sarwan Kumar

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Kaushik Bhattacharya

	Left Hand	Little	Ring	Middle	Fore	Thumb
						
	Right Hand	Thumb	Fore	Middle	Ring	Little
						

Signature Mita Dey



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



192023240051057531

GRN Details

GRN:	192023240051057531	Payment Mode:	Online Payment
GRN Date:	12/05/2023 16:06:06	Bank/Gateway:	State Bank of India
BRN :	IK0CFYUWO5	BRN Date:	12/05/2023 16:07:07
GRIPS Payment ID:	120520232005105752	Payment Init. Date:	12/05/2023 16:06:06
Payment Status:	Successful	Payment Ref. No:	2001193062/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	DESIRE CONSTRUCTION
Address:	ANDUL PURBAPARA SANKRAIL, HOWRAH, West Bengal, 711302
Mobile:	9831080856
Contact No:	9748799284
Depositor Status:	Buyer/Claimants
Query No:	2001193062
Applicant's Name:	Mr Pankaj Kumar Datta
Identification No:	2001193062/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	12/05/2023
Period To (dd/mm/yyyy):	12/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001193062/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	4920
2	2001193062/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
<b>Total</b>				<b>4941</b>

IN WORDS: FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

## Major Information of the Deed




Deed No :	I-0513-03937/2023	Date of Registration	15/05/2023
Query No / Year	0513-2001193062/2023	Office where deed is registered	
Query Date	11/05/2023 1:48:05 PM	D.S.R. - II HOWRAH, District: Howrah	
<b>Applicant Name, Address &amp; Other Details</b>	Pankaj Kumar Datta Howrah Court,Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. : 9748799284, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 18,90,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks			

### Land Details :

District: Howrah, P.S:- Sankrail, Gram Panchayat: ANDUL, Mouza: Andul, JI No: 29, Pin Code : 711302

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-742 (RS :- )	LR-2884	Bastu	Bastu	5 Dec	1,00,000/-	18,90,000/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>5Dec</b>	<b>1,00,000 /-</b>	<b>18,90,000 /-</b>	

### Land Lord Details :

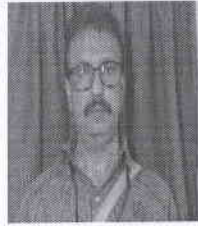





SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Sankar Ghosh (Presentant )</b> Son of Late Santosh Kumar Ghosh Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office	 15/05/2023	 LTI 15/05/2023	 15/05/2023

Village:- Andul, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AMxxxxxx9N, Aadhaar No: 65xxxxxxxx3053, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023  
 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>DESIRE CONSTRUCTION</b> Village:- Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Koushik Bhattacharya</b> Son of Late Radha Kanta Bhattacharya Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office			
		May 15 2023 2:53PM	LTI 15/05/2023	15/05/2023
	Village:- Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx5K, Aadhaar No: 61xxxxxxxx6720 Status : Representative, Representative of : DESIRE CONSTRUCTION (as partners)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Smt Mita Denria</b> Wife of Shri Rajkumar Denria Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office			
		May 15 2023 2:54PM	LTI 15/05/2023	15/05/2023
	Village:- Jujarsaha Manna Para, P.O:- Jujarsaha, P.S:-Panchla, District:-Howrah, West Bengal, India, PIN:- 711302, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx4B, Aadhaar No: 52xxxxxxxx4806 Status : Representative, Representative of : DESIRE CONSTRUCTION (as partner)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Sontu Nandi</b> Son of Late Felu Nandi 87/1 Abinash Bannerjee Lane, City:- Howrah, P.O:- Shibpur, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102			

	15/05/2023	15/05/2023	15/05/2023
Identifier Of Mr Sankar Ghosh, Mr Koushik Bhattacharya, Smt Mita Denria			

### Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Sankar Ghosh	DESIRE CONSTRUCTION-5 Dec

### Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchayat: ANDUL, Mouza: Andul, JI No: 29, Pin Code : 711302

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 742, LR Khatian No:- 2884	Owner:শঙ্কর ঘোষ, Gurdian:সন্তোষ , Address:আব্দুল,হাওড়া , Classification:পুকুর, Area:0.05000000 Acre,	Mr Sankar Ghosh

Endorsement For Deed Number : I - 051303937 / 2023

On 15-05-2023

**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 13:51 hrs on 15-05-2023, at the Office of the D.S.R. - II HOWRAH by Mr Sankar Ghosh ,Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 18,90,000/-

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

Execution is admitted on 15/05/2023 by Mr Sankar Ghosh, Son of Late Santosh Kumar Ghosh, P.O: Andul Mouri, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Retired Person

Indetified by Mr Sontu Nandi, , , Son of Late Felu Nandi, 87/1 Abinash Bannerjee Lane, P.O: Shibpur, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 15-05-2023 by Mr Koushik Bhattacharya, partners, DESIRE CONSTRUCTION (Partnership Firm), Village:- Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Indetified by Mr Sontu Nandi, , , Son of Late Felu Nandi, 87/1 Abinash Bannerjee Lane, P.O: Shibpur, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Law Clerk

Execution is admitted on 15-05-2023 by Smt Mita Denria, partner, DESIRE CONSTRUCTION (Partnership Firm), Village:- Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Indetified by Mr Sontu Nandi, , , Son of Late Felu Nandi, 87/1 Abinash Bannerjee Lane, P.O: Shibpur, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Law Clerk

**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 12/05/2023 4:07PM with Govt. Ref. No: 192023240051057531 on 12-05-2023, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CFYUWO5 on 12-05-2023, Head of Account 0030-03-104-001-16

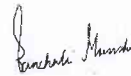
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1911, Amount: Rs.100.00/-, Date of Purchase: 11/05/2023, Vendor name: Soumya Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 4:07PM with Govt. Ref. No: 192023240051057531 on 12-05-2023, Amount Rs: 4,920/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CFYUWO5 on 12-05-2023, Head of Account 0030-02-103-003-02



**Panchali Munshi**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - II HOWRAH**  
**Howrah, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 0513-2023, Page from 109206 to 109251  
being No 051303937 for the year 2023.**



Digitally signed by Panchali Munshi  
Date: 2023.05.19 14:05:22 +05:30  
Reason: Digital Signing of Deed.

*Panchali Munshi*

**(Panchali Munshi) 2023/05/19 02:05:22 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II HOWRAH  
West Bengal.**

**(This document is digitally signed.)**