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

Additional District Sub-Registrat. Garia South 24 Parganas

2 9 AUG 2000

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 29 hday of August, 2018 (Two Thousand Eighteen)

BETWEEN

(1) SMT. SUBHRA CHAKRABORTY, (PAN: BWXPC3413P), wife of Dakshinaranjan Chakraborty, by Occupation – Housewife, by Nationality – Indian, (2) PARTHA CHAKRABORTY, (PAN: AKBPC8738Q) son of Dakshinaranjan Chakraborty, by Occupation – Business, by Nationality – Indian, both residing at Village-Srinagar Paschim Para, Post Office Panchasayar, Police Station Sonarpur, District South 24-Parganas Kolkata -700 094, hereinafter jointly called and referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, representatives, administrators and assigns) of the FIRST PART.

#### AND

NIRMAN CONSTRUCTION (PAN: AANFN0856E) a partnership firm having its registered office at Srinagar Main Road, Post Office-Panchasayar, Police Station – Sonarpur, District South 24-Parganas, Kolkata -700 094, represented by its partners (1) SWAPAN KUMAR DAS (PAN: ADTPD1804F) son of Bharat Chandra Das, by faith Hindu, by Nationality – Indian, by occupation-Business, residing at 1649, Chakgaria, P.O. Panchasayar, P.S. Sonarpur, Kolkata – 700 094, (2) PALASH BARAN BISWAS (PAN: AJQPB0295D) son of Pronay Ranjan Biswas, by faith Hindu, by Nationality – Indian, by occupation-

Business, residing at Dhalua Paschim Para, P.O. Panchpota, P.S. Sonarpur, Kolkata – 700 152, (3) SIDDHARTHA SANKAR DASROY (PAN: CRNPD5234K) son of Amar Dasroy, by faith Hindu, by Nationality – Indian, by occupation- Business, residing at Srinagar Purba Para, P.O. Panchasayar, P.S. Sonarpur, Kolkata – 700 094 and (4) PRABIR KUMAR DEB (PAN: AGPPD6142B) son of Bhupesh Chandra Deb, by faith Hindu, by Nationality – Indian, by occupation- Business, residing at Srinagar Purba Para, P.O. Panchasayar, P.S. Sonarpur, Kolkata – 700 094, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successor, successors-in-office, administration and assigns) of the SECOND PART.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: ARTICLE - I: DEFINITIONS

1. THE OWNER: The owner shall mean legal title holder of the land as well as the constructed on this plot of land unless excluded by / or repugnant to the subject or context his heirs, legal representatives, executors and/or assigns.

- 2. THE DEVELOPER: The Developer unless by or repugnant to the subject or context be deemed to mean and include its heirs, successors-in-interest, legal representatives, executors, administrators, assigns and nominees.
- 3. THE SAID PROPERTY: The said property shall mean 2 (two)

  Cottahs 4 (four) sq. ft. lying and situate at Mouza 
  Tentulberia, Resa No.8, Touzi No.271, J.L. No.44, R.S.

  Khatian No.467, 468, 469, 470, 471, L.R. Dag No. 6, R.S. Dag

  No.6, L.R. Khatian No.750 under Police Station Sonarpur,

  Additional District Sub-Registry office at Garia in the District

  of South 24-Parganas within the limits of Rajpur Sonarpur

  Municipality, Ward No.1, Holding No.20 Srinagar, are shall

  be known, numbered, called, distinguished and/or described

  fully and particularly written hereunder in Schedule "A".
- 4. THE NEW BUILDING: The new Building shall mean the as per sanctioned of the building to be constructed at the said property.
- COMMON FACILITIES: Common facilities (without lift) shall mean and include corridors, Hallways, Stairways, Landings,

fully and particularly described in **SCHEDULE** - **C** hereunder written.

- 9. THE ENGINEER / ARCHITECT: The Engineer shall mean as the consulting Engineer who has been appointed by the Developer for designing and planning of the New Building or any other persons, firm or company who may be appointed hereinafter, for the similar purpose.
- 10. THE BUILDING PLAN: The Building Plan to be prepared by the Architect/ Engineer appointed by the Developer for the construction of the New Building and to be submitted duly signed by the Owner or her Attorney.

#### ARTICLE - II ; OWNER'S REPRESENTATIONS

WHEREAS Dakshinaranjan Chakraborty, purchased plot of land measuring more or less 2 (two) Cottahs 4 (four) sq. ft. lying and situate at Mouza – Tentulberia, Resa No.8, Touzi No.271, J.L. No.44, R.S. Khatian No.467, 468, 469, 470, 471, 430, 472, L.R. Dag No. 7, R.S. Dag No.6, L.R. Khatian No.750 under Police Station Sonarpur, Additional District Sub-Registry office at Garia in the District of South 24-Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.1, Holding No.20 Srinagar on 25.04.1994

Rajpur Sonarpur Municipality and enjoying the said premises free from all encumbrances.

## ARTICLE - III : DEVELOPER'S REPRESENTATIONS

- 1. In execution of this agreement and delivering the Vacant possession of the said property by the Owners to the Developer and to start construction of the New Building thereon with a further right, inter-alia, to exploit commercially its own salable space In the manner as provided herein subject to the terms and conditions contained herein.
- 2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof or interest in respect thereof In favour of the Developer, save as herein expressly provided, except the right of the Developer to commercially exploit their own allocation of saleable space in the New Building in terms hereof and to deal with the same in the manner hereinafter stated.
- The Developer states that the Owners will not pay any money to the Developer upto handover the Owners' allocation of the said proposed building.

The Developer's Allocation shall mean the entire new building as per sanction building plan (except the owner's allocation) which the Developer shall be entitled to sell, transfer, lease and / or otherwise deal with it deems fit and proper and it shall be entitled to enter into agreements and other commitments with any other party or parties in regard to disposal thereof fully mentioned in the Schedule- C.

3. In consideration of the Developer having agreed to bear the cost of construction having of the Owners' allocated portion in full, as mentioned in clause herein above and as per SCHEDULE - B herein below written, the Owners will transfer to the Developer and / or its nominee / nominees undivided proportionate share of the land in conformity with the saleable space to be sold, transferred and conveyed to such parties by the Developer.

### ARTICLE - V : COMMENCEMENT & VALIDITY

1. This Agreement shall be deemed to have commenced from the date of signing these presence and shall remain in force for a period of 24 (Twenty Four) months from the date of the sanctioned of the building plan unless otherwise altered by the parties hereto mutually. If the building is not completed within this period and an

extension of time for another 6 (Six) months for the completion of the new building of the said premises.

 This Agreement is valid upto completion of the said project and transfer of the saleable space in new building of the Developers allocation.

#### ARTICLE - VI : PROCEDURE

- 1. The Developer will prepare necessary plan for the purpose of construction of the new building for residential flats and commercial Shops, Office, Godown etc. which is permissible under the law and the Owners will help (if any by putting their signatures) to the Developer at the time of sanctioning of the building plan from Rajpur Sonarpur Municipality.
- 2. The Developer or his attorney will submit the aforesaid plan to the Rajpur Sonarpur Municipality for necessary sanction, permission and / or clearance of the said project.
- 3. All applications referred to in the clause 1 and 2 above have been made in the name of the Owners or Developer and the necessary permissions and / or clearance shall be obtained in the name of the Developer, which shall be retained by the Developer till the construction of the New Building is completed.

applications and other papers and Deeds documents, including a Development Power of Attorney of the Developer's allocation as may be required by the Developer from time to time at the costs and expenses of the Developer.

- 8. The Owners will execute a Development Power of Attorney of the said building and right to sell the Developer's Allocation in favour of the Developer at the time of executing the present Development Agreement.
- 9. The Owners shall take the liabilities the title of the land. If any problem may arise in future about the legal heirs or any problem at the time construction of the building at that time Owners shall solve the problem and this time will not be calculated from the specific completion period of the building.

# ARTICLE - VII : INITIATION OF THE DEVELOPMENT PROGRAMME

- 1. The Developer will start the construction and shall continue the construction strictly in terms of the sanctioned building plan and in accordance with law at their own costs and risk.
- 2. The Developer shall be authorized by the Owners to apply for and obtained quotas, entitlements and other allocations of such

natural calamity) commencement of construction from the date of delivering the vacant possession of the premises which ever in later.

- 2. On completion of the construction of the New Building the Developer shall be entitled to sell the saleable space, particularly mentioned in ARTICLE (IV) 2 and Schedule 'C' herein contained, PROVIDED ALWAYS that the Developer shall be at liberty to enter into any agreement for sale of the Developer's Allocation with any Third Party/Purchasers in his own risk and liabilities.
- 3. The saleable space as stated herein shall be the super builtup area of the developer's allocation of the new building, including the common utility areas.

#### ARTICLE-IX: RATES AND TAXES

1. The Owners shall pay all pending taxes and other dues (if any) of the existing plot of land till the execution of this Agreement and thereafter, the Developer will bear all the taxes for the said plot of land of Owners' allotted share and sell their allocation share to the any Purchasers. The Rajpur Sonarpur Municipal expenses incurred in regard to sanction fees, mutation of the land and flats in favour of the Owners shall also be borne by the Developer.

#### ARTICLE - XIII : OWNERS' INDEMNITY

The Owners hereby undertakes that the Developer shall be entitled to construct, complete and develop the said property and enjoy their allocated space without any interference and / or disturbance. The Owners hereby agree to indemnify the Developer against all allocation, suits, costs, proceedings and claims that may arise in respect of or relating to the Owners' title in the said property.

#### ARTICLE - XIV : DEVELOPER'S INDEMNITY

- 1. The Developer hereby undertakes to keep the Owners sufficiently indemnified against all claims and action, demands, suits and proceedings arising out of the Developments program in terms hereof.
- 2. The Developer hereby undertakes to keep the Owners further indemnified against all action, suits, costs, proceedings accidents, any damage or losses and claims that may arise out of the Developer's actions with regard to the development of the said property.

#### ARTICLE - XV : TITLE DEEDS

The Original copy of the title deeds in respect of the said property shall remain in the custody of the developer, the original Title deed may be shown to the Rajpur Sonarpur Municipality or any other concerned authority by the landowner as and when required. This clause is valid until the completion of the Building.

#### ARTICLE -XVI : MISCELLANEOUS

- The Owners and the Developer have entered into this
   Agreement purely as a contract of Development.
- 2. It is understood that from time to time to facilitate the construction of the New Building by the Developer, various Deeds, matters and things, not here in specified may be required to be done and / or executed by the Developer and for which the Developer may require the authority of Owners and also various application and other documents may be required to be signed or made by the Owners or her Attorney, relative to which specific provisions may have not been herein, the Owners hereby authorize the Developer to execute and sign all such Deeds and documents and at the request and at the cost of the Developer. The Owners

also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, Deeds, matters and things do not in any way, prejudice the rights of the Owners and / or go against the spirit of this Agreement. All cost in this regards shall be borne by the Developer. It is however agreed that the Developer before submission of the plan before the Rajpur Sonarpur Municipal authority get the approval of the land Owners.

- 3. Any notice require to be given by the Owners shall without prejudice to any other mode of service available, deemed to have been served on the Developer, if delivered by hand or sent by registered post, Speed post with acknowledgement due at the last known addresses of the Developer recorded with the Owners.
- 4. Any notice required to be given by the Developer shall without prejudice to any other mode of service available, deemed to have been served on the Owners if delivered by hand or send by registered Speed Post with A/D post to.
- 5. The roof shall be commonly used by all Flat Owners of the New Building and the Roof will then be used by all the Co-Owners of the said building.

#### ARTICLE: XVII: ARBITRATION

All disputes and differences by and between the parties hereto in any way relating to or connected with the premises and / or the New building and/or this Agreement and/or anything done in pursuance hereof shall be referred for Arbitration to such persons as may be' appointed mutually to be adjudicated in accordance to the Indian Arbitration Law in force, The Arbitrators shall have the right to proceed summarily and to make interim awards.

#### ARTICLE - XVIII : JURISDICTION

Only the courts having Territorial Jurisdiction over the premises shall have Jurisdiction in all matters relating to or arising oust of this Agreement.

#### ARTICLE- XIX : FORCE MAJOURE

The parties hereto will be settled mutually for the construction purpose in case of Force major. The force major shall mean and include flood, Earthquake, Riot, War, Strom, Tempest, Civil Commotion any other act beyond and the control of the parties hereto.

## SCHEDULE "A" ABOVE REFERRED TO (LAND)

ALL THAT piece and parcel of 2 (two) Cottahs 4 (four) sq. ft. lying and situate at Mouza – Tentulberia, Resa No.8, Touzi No.271, J.L. No.44, R.S. Khatian No.430, 467, 468, 469, 470, 471,472, L.R. Dag No. 7, R.S. Dag No.6, L.R. Khatian No.750 under Police Station Sonarpur, Additional District Sub-Registry office at Garia in the District of South 24-Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.1, Holding No.20 Srinagar butted and bounded by:

ON THE NORTH: Land of Sikha Dutta;

ON THE SOUTH : Land of Plot of No. A;

ON THE EAST : Land of R.S. Dag No.6,

ON THE WEST : 12 feet common passage;

OR HOWSOEVER OTHERWISE the said land herediataments and premises and every party thereof TOGETHER WITH all sorts of easement rights and ingress and egress and every part thereof.

# SCHEDULE "B" ABOVE REFERRED TO (ALLOCATION SPACE TO THE OWNER'S)

It has been agreed by and between the land Owners' allocation shall mean of the proposed straight three building i.e. one flat measuring 700 sq. ft. built up area more or less on the Second (top) floor of the proposed building as per sanctioned building plan and Rs.7,50,000/- non refundable amount.

# SCHEDULE "C" ABOVE REFERRED TO

## (ALLOCATION OF SPACE TO THE DEVELOPER)

The Developer's Allocation shall mean the space allocable to the Developer the remaining portion other than the Owner's Allocation of the New Building Developer's Allocation shall mean the entire new building as per sanction building plan (except the owner's allocation).

### SCHEDULE: D SPECIFICATION

General : The building shall be R.C.C. filmed structure as

design of the consulting engineer.

Floor : Tiles finished.

walls : Plaster of Paris

Kitchen : Floor fully tiles, black stone platform and sink and

tiles will be fixed upto 2 ft. height from the black

stone platform.

Toilet: Tiles upto 6 ft. height from the floor.

Doors : Wooden frame flash door with white primer printed

both side and main door will be standard prime

wood.

wc

With necessary fittings (Fibre Door) with tiles upto

6ft. height.

Window

: Aluminium and glass window.

Sanitary

Good quality

Electrical: As per requirement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED

DELIVERED at Kolkata in the

presence of:

Witnesses:

1. Pamela Alhkari

E-05, Sziragal (N)

2. Anuf repadhyaya 1.0- Pauchasayar

Drafted by:

Inbhenduk um Hola Subhendu Kumar Hota Advocate

High Court, Calcutta

Enrolment No. F-1077,921 of 1999.

Type by:

C. DM'

10, Old Post Office Street, Kolkata -700001.

(substana chakanabouty) subhan chaknaboaty.

Partha Chekverbouty Signature of the Land Owners NIRMAN CONSTRUCTION

NIRMAN CONS ....

NIRMAN CON-Signature of the Developers

Partner

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#### MEMO OF CONSIDERATION

RECEIVED with thanks of and from the within named Developer a sum of Rs.7,50,000/- (Rupees Seven Lac fifty Thousand) only as a non-refundable advance money with good health and sound mind and put my signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

Dated	Cheque/Cash	Bank	Amount (Rs.)
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29/8/18	000105	Andhra Bonk	1,50,000
2918/18	000 166	Andhra Bonk,	1,25,000
		Total Rs.	7,50,000/-

(Rupees Seven Lakh Fifty Thousand) only.

WITNESSES:

1. Pamela Adhtari

E-05, Szinagaz (W)

KO1- 94

Subhara chakarabouty

SIGNATURE OF THE OWNER

2. Amp mpadhyaya. 1/10 Strinagar 1.0- Panchasmyar. Kul-94

Partis Chukmbout

Row Your PAN

Pan Details

PAN

First Name Middle Name Surname Indian Citizen JURISDICTION Remarks

PAN First Name Middle Name CHAKRABORTY Yes WAFD 15(1). KOLKATA Active

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Back

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Reserved.

petails as per Land Record

South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Srinagar Main Road, Mouza:

sch	Plot & Khatian Number	Details Of Land
	P Plot No:- 7(Corresponding	Owner:ধক্ষিণারগ্রন চক্রবর্তী, Gurdian:হরচন্দ্র চক্রবর্তী, Address:লিজ, Classification:শালি, Area:0.04000000 Acre,

Endorsement For Deed Number: I - 162904195 / 2018

On 21-08-2018

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 14,44,001/-

Abhljit Bera ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA

South 24-Parganas, West Bengal

On 29-08-2018

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 12:07 hrs on 29-08-2018, at the Office of the A.D.S.R. GARIA by Mr Partha Chakraborty , one of the Executants.

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

Execution is admitted on 29/08/2018 by 1. Mrs Subhra Chakraborty, Wife of Mr Dakshinaranjan Chakraborty, Srinagar Paschim Para, P.O. Panchasayar, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession House wife, 2. Mr Partha Chakraborty, Son of Mr Dakshinaranjan Chakraborty, Srinagar Paschim Para, P.O: Panchasayar, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business

Indetified by Mr Anup Upadhyaya, , , Son of Late Sudhendu Upadhyaya, Purba Para Shreenagar, P.O: Panchasayar, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by profession Business

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

Execution is admitted on 29-08-2018 by Mr Swapan Kumar Das, Partner, Nirman Construction (Partnership Firm), Srinagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN -700094

Indetified by Mr Anup Upadhyaya, , , Son of Late Sudhendu Upadhyaya, Purba Para Shreenagar, P.O. Panchasayar, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by profession Business

Execution is admitted on 29-08-2018 by Mr Palash Baran Biswas, Partner, Nirman Construction (Partnership Firm), Srinagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN -700094

Indetified by Mr Anup Upadhyaya, , , Son of Late Sudhendu Upadhyaya, Purba Para Shreenagar, P.O. Panchasayar, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by profession Business

Execution is admitted on 29-08-2018 by Mr Siddhartha Sankar Dasroy, Partner, Nirman Construction (Partnership Firm), Srinagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN -700094

Major Information of the Deed :- I-1629-04195/2018-29/08/2018

31/08/2018 Query No:-16291000235449 / 2018 Deed No :I - 162904195 / 2018, Document is digitally signed.

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Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by profession Business sinagar Main Road, P.O.- Panchasayar, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094

Indetified by Mr Anup Upadhyaya, , , Son of Late Sudhendu Upadhyaya, Purba Para Shreenagar, P.O: Panchasayar, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by profession Business

Certified that required Registration Fees payable for this document is Rs 7,521/- (B = Rs 7,500/-,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/08/2018 3:52PM with Govt. Ref. No: 192018190279665741 on 28-08-2018, Amount Rs: 7,521/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI280818309941 on 28-08-2018, Head of Account 0030-03-104-001-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 21/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 16945, Amount: Rs.5,000/-, Date of Purchase: 28/08/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/08/2018 3:52PM with Govt. Ref. No: 192018190279665741 on 28-08-2018, Amount Rs: 21/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI280818309941 on 28-08-2018, Head of Account 0030-02-103-003-02

Z,

Abhijit Bera
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1629-04195/2018-29/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 127622 to 127671 being No 162904195 for the year 2018.



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Digitally signed by ABHIJIT BERA Date: 2018.08.31 14:51:04 +05:30 Reason: Digital Signing of Deed.

(Abhijit Bera) 31-Aug-18 2:51:01 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)