017289164

DEVELOPMENT AGREEMEN

THIS AGREEMENT is made this 12th day of November, 2020

BETWEEN

M/S. MON CONSTRUCTION, a Proprietorship firm registered office at Ward No. 4, Sainthia Hattala, P.O. & P.S. Sainthia, District - Birbhum, Pin - 731234, represented by its proprietor MR. MONOJ CHOWDHURY, (PAN: AFEPC9207L and Aadhar Card No: 4724 0965 3414)son of Mr.Madhusudan Chowdhury residing at Ward No. 2, New Bridge Road, Post Office and Police Station- Sainthia, District-Birbhum, PIN- 731234, hereinafter referred to as the DEVELOPER / PROMOTER (which term shall include his heirs, successors and assigns) of the FIRST PART.

AND

MR. KAUSHIK SARKER, son of Late Bimalendu Sarker (PAN: AKQPS5423B and Aadhar Card No: 6456 9311 1710) residing at ward no. 6, Muradihi Colony, College Road, Post Office and Police Station-Sainthia, District- Birbhum, PIN- 731234, hereinafter referred to as the OWNER (which term shall include his heirs, successors and assigns) of the OTHER PART.

DEFINITION:

Unless in these presents it is repugnant to or inconsistent with the following words and/or expression shall mean as hereinafter mentioned.

OWNER shall mean the above named Owner/First Party and their heirs, executors, administrators, legal representatives and assigns.

DEVELOPER shall mean the above named Developer having its respective Reg. Office at Sainthia Hattala, Post Office and Police Station Sainthia, District - Birbhum, PIN- 731234.

THE PROPERTY shall mean the property mentioned in Schedule hereunder written being L.R. Plot No. 37, Khatian No. 1774, Mouza Muradihi, J.L. No. 97, Ward No. 6, Post Office and Police Station – Sainthia, District- Birbhum, Pin No. 731234 Measuring 24.92 Decimal (vitti) more fully described in the schedule below.

THE BUILDING shall mean the Building constructed on the said property in accordance with the building plan as would be sanctioned by Municipality of Sainthia, Birbhum.

THE UNIT shall mean the partly or wholly constructed flat /apartment /shop / garage in the said proposed building including proportionate share in common portion and land underneath the said property with all amenities.

THE COMMON PORTION shall mean and include the common portion to be made and erected for convenient user of the flat /apartment/shop/garage etc. of the said proposed building.

DEVELOPERS ALLOCATION shall mean 70% of the constructed area out of the total construction to be made at the said property together with proportionate share, in common facilities and amenities with all rights of the Developer to negotiable for sale out of the said portion either to the intending purchaser/purchasers for adjustment of its expenditure and investments of the finance for raising the said construction on the said property.

OWNERS ALLOCATION shall mean the balance of 30% out of the total construction area to be made on the said property according to the sanctioned plan including proportionate share, right, title and interest in common facilities and amenities including the right for using the said facilities, along with right to the undivided proportionate share in the landincluding the right of user of the roof.

SANCTIONED PLAN shall mean the building plan or any modified plan as would be sanctioned by the Municipality of Sainthia or any required Authority.

WHEREAS the OWNER is seized and possessed of a piece of land measuring 24.92 decimal (vitti) with more or less being L.R. Plot No. 37, Khatian No. 1774, Mouza Muradihi, J.L. No. 97, Ward No. 6, Post Office and Police Station – Sainthia, District- Birbhum, Pin No. 731234, more fully described in the schedule below.

AND WHEREAS the OWNER has approached the DEVELOPER / PROMOTER with an offer to develop the said land and shown his interest for construction of a Ground Plus Four storied building with basement.

AND WHEREAS the DEVELOPER / PROMOTER has agreed to the said proposal of the OWNER for developing said land as described in the schedule below in accordance with the plan after demolishing the existing structure thereon for the purpose of construction of the said multistoried building.

AND WHEREAS the DEVELOPER / PROMOTER has under taken to take necessary permission of the concerned authorities and

authorized officers appointed under the State laws and Municipality in relation to the development and construction of the said multistoried building and to comply with all other provisions of law.

NOW, THEREFORE, THESE PRESENTS WITNESSETH AND PARTIES HEREBY AGREE AS FOLLOWS:-

- The Developer / Promoter would develop the said vacant landand construct a Ground Plus Four storied building with basement.
- 2. The Owner hereby gives license and permission to the Developer / Promoter to enter upon the land with full right and authority with men and material to commence/carry on and complete development and construction thereon of the multistoried building.
- 3. The Owner having given license and permission to the Developer / Promoter to enter upon the said land and agreed to entrust to the Promoter to develop and construct the multistoried building on the said land (hereinafter referred to as the said project) and to confer upon the promoter rights, powers, privileges and benefits mentioned in these presents.

- 4. The Developer / Promoter of the aforesaid project of development of land and construction of a Ground Plus Four (G+4) storied building with basement commercially for the purpose of selling flats and shops with other amenities and complete the same in every respect. The party of the SECOND PART shall provide the land whereas the party of the FIRST PART shall provide the expenditure related to construction of the said project.
- 5. The Developer / Promoter shall be entitled to 70% of the constructed area according to the sanctioned plan and the Owner shall be entitled to 30% out of the total construction to be made at the said property together with proportionate share, right title and interest in common facilities and amenities including the right of user of the roof along with right to the undivided proportionate share in the land.
- 6. The Developer / Promoter and the Owner shall pay the GST for selling the shops /Flats / Garages with other amenities under the said project on the basis of Government Valuation according to their allocation of area moreover, the Developer / Promoter and the owner shall be liable to their Income Tax related liability individually at their own.

- 7. The Owner agrees to the Developer / Promoter to sign on any document, if required by the Developer / Promoter for urgent financial needs for the said project.
- The Owner shall, however, on request by the Developer / Promoter, sign and execute the applications, plans and other documents necessary in relation to the said project.
- 9. The Developer / Promoter shall bear all costs, charges, and expenses, for carrying out the work of development of the said property and construction of the said multistoried building including drainage system, lying of cables, water pipes etc. and obtain connections for electricity as might be necessary and required under the plans, sanctions and permissions of the authorities concerned and would make the said property fit for occupation and use in accordance with law and as required by the authorities concerned including the Municipality.
- 10. The Developer / Promoter shall be entitled to make advertisements, hung up the advertisement boards upon the said property and do such other things as might be required for

the purpose of sale of the flats and shop rooms in the said premises to be constructed.

- 11. The Developer / Promoter shall have absolute right to enter to any agreement for sale of Flats / Shops /Garages etc. and to that effect the developer/ promoter shall be entitled to receive the earnest money from the intending purchaser together with advance thereof as per its allocation as aforesaid.
- 12. The Owner shall have absolute right to enter to any agreement for sale of Flats / Shops /Garages etc. and to that effect the owner shall be entitled to receive the earnest money from the intending purchaser together with advance thereof as per the allocation as aforesaid or enjoy the same.
- 13. The Developer / Promoter and The Owner shall have absolute right to sale shops/ flats/ garages etc. as per their allocation as aforesaid.
- 14. The Developer/Promoter shall keep 70% of the amount realisedfrom the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to

cover the cost of construction and the land cost shall be used only for that purpose.

- 15. That the said land is free from all encumbrances or restrictions and that it is suitable for construction of the said multistoried building and the laws applicable thereto permit to sale of flats and shop rooms with other amenities and to carry out the purposes and object of these presents.
- 16. The Developer / Promoter agree to execute conveyances or sale deeds or join in the execution thereof as confirming party in favour of the prospective purchasers of flats or shop rooms in the said building to be constructed as per his allocation as aforesaid. The stamp duty and registration charges and all formalities in connection there with will be paid and borne by the purchaser.
- 17. The Owner agree to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats or shop rooms in the said building to be constructed as per his allocation as aforesaid. The stamp duty and registration charges and all formalities in connection there with will be paid and borne by the purchaser.

- indemnified against and harmless from all losses and damages, costs, charges, expenses, claims or the proceedings in relation to the said land development thereof, construction, completion, occupation and sale of the flats or otherwise in relation toor touching the subject matter of this agreement or for violation of any laws, rules or regulations or due to accident, mishap and other calamities, malicious damage, riots, thefts, burglary, fine, death of injury to any worker or person who is engaged in or near the construction site or arising from any other way whatsoever and the Developer / Promoter undertakes to take out appropriate insurance policies in this regard without in any way reducing his duty to the Owner.
- 19. The Owner shall keep the Developer / Promoter indemnified against his existing or future personal liability loss or damage as well as the Developer / Promoter shall keep the Owner indemnified against his existing or future personal liability loss or damage.

- 20. Without causing prejudice to the rights of the Owner, the Developer / Promoter will be at liberty to enter into separate contracts, in his own name, with a building contractor, architect.
- The Developer/ Promoter shall complete the project within 31st March 2024.
- 22. The time of performance of these presents is to be of the essence of the contract and in default of the Developer / Promoter keeping the time schedule or committing and breach of any of the terms of these presents the Owner shall be at liberty to give notice for compliance and the Owner shall be liable for any delay in completion of construction of the said multistoried building which may arise for any personal litigation or dispute of the Owner with respect to the said land.

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

SCHEDULE

ALL THAT piece of land measuring 24.92 decimal (vitti) with more or less being L.R. Plot No. 37, Khatian No. 1774, Mouza Muradihi, J.L. No. 97, Ward No. 6, Post Office and Police Station - Sainthia, District-Birbhum, Pin No. 731234, more fully described in the schedule below.

Butted and Bonded by

On the North:

House of Kaushik Sarker.

On the South:

College Road (30 ft. wide).

On the East:

Vacant Land of Bibhas Acharya.

On the West:

House of Sukumar Debnath.

SIGNED, SEALED AND DELIVERED by the PARTIES at Sainthia in presence of:

WITNESES:

DEVELOPER/PROMOTER

i) Subal Basak Sainthia ii) Ramesh Buy Bainthia, Beirbhun.

Drafted & Prepared by:

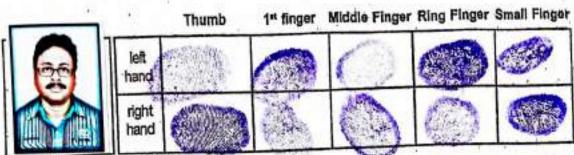
Andranil Chandra Melvocale High Court, Calculta

F-1046/777/1997

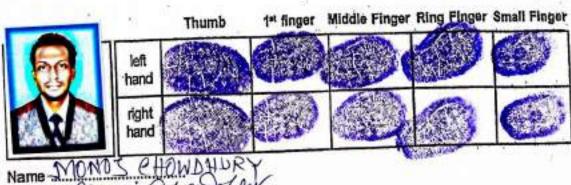
	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand		1		Y*.	
	hand right	left hand right	left hand right	left hand right	left hand right

Name

Signature



Name KAUSHIK, CARKER Signature Company Amount



Name MONDS CHOWDHURY Signature Mong Chew Loy

	Thumb	1st finger	Middle Finger	King Finger	Siljan, i mg-
	left hand				4.
PHOTO	right hand				

Name



Govt. of West Bengal Directorate of Registration & Stamp Revenue

e-Challan

GRN:

192020210192891641

Payment Mode

Online Payment

GRN Date: 06/01/2021 14:05:21

Bank:

ICICI Bank

BRN:

57048367

BRN Date: 06/01/2021 14:06:05

DEPOSITOR'S DETAILS

Id No. :

2000032468/5/2021

[Query No./Query Year]

Name:

MONOJ CHOWDHURY

Contact No.:

Mobile No.:

+91 9732125622

E-mail:

Address:

SAINTHIA HATTALA

Applicant Name:

Mr B N Maji

Office Name:

Office Address:

Status of Depositor :

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 5

PAYMENT DETAILS

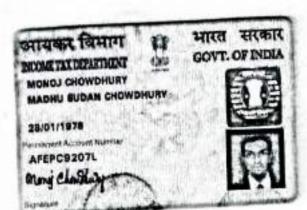
SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000032468/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	20010
2		Property Registration-Registration Fees	0030-03-104-001-16	21

Total

20031

In Words:

Rupees Twenty Thousand Thirty One only



For come of the count is force; finance defined, departed by the count of the PAN Services Lieu, UTITENI.

Plan No. 1, Secure 11, CND Budgers,
Nove Macrobia; 400014.

On mill all with an aprent of the act / officer,
secure the situal property of the act / officer,
secure to situal property.

Count ac. 1, does 15, off. 41, 41, 40 description
and spate - count to.

money chowd long



Government of India



RETURN (SINGE)
MONOS CHOMOTHUNY
PROD : RESPECT (SINGE)
FASTINE : MADHUSUDAN CHOWOHURY
RETURNSON (DOB 28/01/1978
TOTAL / Males



4724 0965 3414

আধার - সাধারণ মানুষের অধিকার



Bridge Miles wifes

Unique Identification Authority of India

ট্রিকানা: ৪বার্ড2, নিউ জিজ রোজ, সবিধিনা, সবিধিনা (এম), সবিধিনা, বীর্জুম, গভিমবস, 731234 Address WORD2 NEW BRIDGE ROAD SAINTHIA, Seinthia, Sainthia, Brittium, West Bengal, 731234

4724 0965 3414

1927 1947

Ø

-

monis Chandlery



Directorate of Registration & Stamp Revenue Finance Department, Government of West Bengal

e-Appointment Details

Appointment Number

202100008960

Query No./Year

2000032468/2021

Name of the applicant

: Mr B N Maji

Address of the applicant

: Suri

Status of the applicant

: Deed Writer

Mobile no.

9732125622

Transaction

[0110] Sale, Development Agreement or

Construction agreement

Office Where Deed will be Registered

: D.S.R. BIRBHUM

Date of Presentation

: 06/01/2021

Time & Slot

: 01:36 p.m. Slot-1

You are requested to visit the concerned Registration Office at appointed time only. N.B:Once e-Appointment is fixed, ONLINE correction of mistakes will not be permitted.

HITE HISE PERMANENT ACCOUNT NUMBER



THE NAME

KAUSHIK SARKER

FOR ME HAS MADERS NAME BIMALENDU SARKER

WHI THE DATE OF BRITH

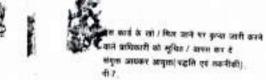
19-11-1968

FRENT ISIGNATURE





COMMISSIONER OF INCOME TAX, W.B. XI



बोरती स्वसारत,

www. - 700 069.

In case this card is lest/found, kindly informareture to the issuing authority :

Juliet Commissioner of Income-tast Systems & Technicals. P-7.

Cheuringher Square. Calculta- 10: 669.







কৌশিক সরকার Kaushik Sarker DOB: 19-11-1968 MALE



 भारतीय विक्रिष्ट पहचान प्राधिकरण GNIQUE IDENTIFICATION AND TOF INDIA"

রুপরা নং 27, সুরাডিরি কলোলী কলেজ রোড, সাঁইথিয়া, সাঁইথিয়া (এম), সাঁইথিয়া, সীরভূম, পশ্চিমবন্ধ, 731234 Sainthia, Birbhum, West

Sainthia, Birbhum, West Bengal, 731234

6456 9311 1710

Mera Aadhaar, Meri Pehchaan

6456 9311 1710

Mera Aadhaar, Meri Pehchaan

Major Information of the Deed

Deed No :	I-0301-00128/2021	Date of Registration	06/01/2021	
Query No / Year	0301-2000032468/2021	Office where deed is registered		
Query Date	06/01/2021 11:55:49 AM	0301-2000032468/2021	Windowski suddana	
Applicant Name, Address & Other Details	B N Maji Suri,Thana : Suri, District : Birbhu :Deed Writer			
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. 1,01,42,440/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	100	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only area)		the assement slip (Orbin	

Land Details:

District: Birbhum, P.S.- Sainthia, Municipality: SAINTHIA, Mouza: Muradihi, Jl No: 97, Pin Code: 731234

Sch	Number	Khatian Number		Use ROR	Area of Land	SetForth	Market Value (In Rs.)	Other Details
Li	LR-37 (RS :-)		Vity	Vity	24.92 Dec			Width of Approach Road: 30 Ft.,
	Grand	Total:			24.92Dec	0 /-	101,42,440 /-	

Land Lord Details :

ı	Name	Photo	Finger Print	Signature
	Mr Kaushik Sarker (Presentant) Son of Late Bimalendu Sarker Executed by: Self, Date of Execution: 12/11/2020 , Admitted by: Self, Date of Admission: 06/01/2021 ,Place : Office			Contic down
l		96/01/2821	96/01/2021	66/21/2021

, Admitted by: Self, Date of Admission: 06/01/2021 ,Place: Office

Developer Details:

SI	Name,Address,Photo,Finger	print and	Signatu
No			

Ms Mon Construction

Sainthia Hattala, P.O.- Sainthia, P.S.- Sainthia, District:-Birbhum, West Bengal, India, PIN - 731234, PAN No...

AFxxxxxx7L, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	Mr Monoj Chowdhury Son of Mr Madhusudan Chowdhury Date of Execution - 12/11/2020, , Admitted by: Self, Date of Admission: 06/01/2021, Place of Admission of Execution: Office			mong Olahatany
		Jan 6 2021 4:09PM	LTI 96/91/2021	06/01/2021

No: 47xxxxxxxx3414 Status : Representative, Representative of : Ms Mon Construction (as proprietor)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Biswanath Maji Son of Late Santiram Maji Suri, P.O:- Suri, P.S:- Suri, Suri, District:- Birbhum, West Bengal, India, PIN - 731101	Щ		Brains Hath Mogn
	06/01/2021	06/01/2021	06/01/2021

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	Mr Kaushik Sarker	-24.92 Dec			

Land Details as per Land Record

District: Birbhum, P.S:- Sainthia, Municipality: SAINTHIA, Mouza: Muradihi, Jl No: 97, Pin Code: 731234

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
LI	1774	Owner:किषक शाकात, Gurdian:किरान्यू , Address:किक , Classification:कह, Area:0.52000000 Acre,	Mr Kaushik Sarker

Endorsement For Deed Number: I - 030100128 / 2021

On 06-01-2021

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 13:36 hrs on 06-01-2021, at the Office of the D.S.R. BIRBHUM by Mr. Kaushik Sarker 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 1.01.42.440/-

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

Execution is admitted on 06/01/2021 by Mr Kaushik Sarker, Son of Late Bimalendu Sarker, Muradihi Colony Word No 6, P.O. Sainthia, Thana: Sainthia, , City/Town: SAINTHIA, Birbhum, WEST BENGAL, India, PIN - 731234, by caste Hindu, by Profession Business

Indetified by Mr Biswanath Maji., . . Son of Late Santiram Maji, Suri, P.O. Suri, Thana: Suri, , City/Town: SURI, Birbhum, WEST BENGAL, India, PIN - 731101, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 06-01-2021 by Mr Monoj Chowdhury, proprietor, Ms Mon Construction (Others), Sainthia Hattala, P.O:- Sainthia, P.S:- Sainthia, District:-Birbhum, West Bengal, India, PIN - 731234

Indetified by Mr Biswanath Maji, , , Son of Late Santiram Maji, Suri, P.O. Suri, Thana: Suri, , City/Town: SURI, Birbhum, WEST BENGAL, India, PIN - 731101, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/01/2021 2:06PM with Govt. Ref. No: 192020210192891641 on 06-01-2021, Amount Rs: 21/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 57048367 on 06-01-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 20,010/-

Description of Stamp

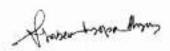
 Stamp: Type: Impressed, Serial no 32837, Amount: Rs.10/-, Date of Purchase: 19/11/2019, Vendor name: Gopal Chandra Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/01/2021 2:06PM with Govt. Ref. No: 192020210192891641 on 06-01-2021, Amount Rs: 20,010/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 57048367 on 06-01-2021, Head of Account 0030-02-103-003-02

A separate property

Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. BIRBHUM Birbhum, West Bengal Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0301-2021, Page from 2484 to 2508
being No 030100128 for the year 2021.





Digitally signed by SATIPRASAD BANDYOPADHYAY Date: 2021.01.06 16:30:16 +05:30 Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 2021/01/06 04:30:16 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. BIRBHUM West Bengal.

(This document is digitally signed.)