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अभिलेखण पश्चिम बंगाल WEST BENGAL

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संलग्नक के साथ यह अभिलेखण :
 submitted to registration. The
 signature sheet / sheets & the
 endorsement sheet / sheets
 attached with this document
 as the part of this document

Additional District Sub-Registrar
 Sodepur, North 24-Parganas

DEVELOPMENT AGREEMENT

00 AUG 2018

THIS DEED OF AGREEMENT is made on this the 30th
 day of August, 2018 (Two Thousand and Eighteen) as per
 CHRISTIAN ERA.

Contd...2

M/s. RELIABLE CONSTRUCTION

Satya bhar Saha

Partner

BETWEEN

SRI BISWAJIT MUKHOPADHYAY, Son of Late Rabindranath Mukherjee @ Mukhopadhyay, by Nationality-Indian, by Religion-Hindu, by occupation-Retired, residing at: Rabindranath Tagore Road, P.O. Sodepur, P.S. Khardah, Dist-North 24 Parganas, Kolkata-700110, **PAN no. AERPM7015E** hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

AND

"M/S. RELIABLE CONSTRUCTION" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, **PAN NO. AALFR2292N**, hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN No.: AKQPS6921C**,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113, **PAN No.: AJSPG9562G**,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, **PAN No.: AMYPD2858H**,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality- Indian, By Religion- Hindu, by Occupation- Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-

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Mukund Mukhopadhyay
(Signature)

M/s. RELIABLE CONSTRUCTION

Satyabrata Sinha
(Signature)

Partner

700115, **PAN No.: AFDPD5166N**, hereinafter called and referred to as **PROMOTER/DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their respective heirs, executors, administrators, representatives & Successor-in-Office) of the **OTHER PART.**

WHEREAS that originally one Sri Birendra Chandra Roy (Son of Late Rajendra Chandra Roy) since deceased alongwith his two full blooded brother namely Sailendra Chandra Roy and Sri Ashutosh Roy (both Sons of Late Rajendra Chandra Roy) have purchased three plot of lands comprised and contained in R.S. Dag no. 1429 land area 8 Decimal classified as "Danga", under R.S.Khatian no. 1059, R.S. Dag no. 1430 land area 15 Decimal classified as "Danga", under R.S.Khatian no. 762, R.S. Dag no. 1432 land area 13 Decimal classified as "Bastu", under R.S. Khatian no. 1059, alongwith some other landed property in different Dags within Mouza - Panihati, J.L. No. 10, Re. Su. No. 32, Touzi no. 194, 172, P.S. Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, District - North 24 Parganas through a registered Bengali Deed of Sale, which was executed and registered by their predecessor-in-title namely Sri Gour Gobinda Chattopadhyay and three others and the said Deed was executed and registered on 18.08.1953, at the office of D.R. 24 Parganas at Alipore, and the same was recorded in Book No. I, Volume No. 79, noted within pages from 19 to 27, being no. 3242, for the year 1953.

AND WHEREAS the said Sri Birendra Chandra Roy, Sailendra Chandra Roy and Sri Ashutosh Roy jointly became the lawful joint owners of the said landed property having 1/3rd undivided share in each part and they jointly possessing the same peacefully without any interruption of others.

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(Signature)
Birendra Chandra Roy

(4)
AND WHEREAS in the lifetime of the said Birendra Chandra Roy had make a Gift in favour of his son-in-law namely Sri Biswajit Mukhopadhyay (Son of Rabindranath Mukherjee) in respect of his Undivided 2.67 Decimal of Land in R.S. Dag No. 1429, under R.S. Khatian No. 1059, by executing a Deed of Gift, being no. 2584 which was executed and registered on 28.04.1993 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas, and the same was recorded in Book no. I, Volume no. 62, noted within the pages from 187 to 196, being no. 2584, for the year 1993.

AND WHEREAS the said Sri Biswajit Mukhopadhyay the land owner hereof after obtaining the 2.67 decimal of land in R.S. Dag No. 1429 he mutated his name in the assessment registrar of Panihati Municipality in respect of his landed property bearing holding no. 74, Rabindranath Tagore Road, under Ward No. 13 and he also mutated his name in the Office of B.L. & L.R.O. BKP-II, in respect of his landed property i.e. 2.67 Decimal of land in R.S. & L.R. Dag no. 1429, bearing L.R. Khatian No. 2750 and has been possessing the same peacefully, quietly and without interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS thus the Land Owner hereof became the lawful owner of a plot of "Danga" land measuring more or less undivided **2.67 Decimal** of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto.

AND WHEREAS with a view to fulfil his desire by making construction of a Multi Storeyed Building (G+4) over the said plot of land mentioned in the Schedule hereunder written by amalgamating his plot of land with the other contiguous plots,

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Mukendu Bhattacharya

(5)

the Land Owner of the First Part approached the Developer Firm of the Second Part to construct a Multi Storeyed Building consisting of several residential flats, shops and garages etc. as per plan to be sanctioned by the Panihati Municipality at the cost, expenses and charges of the Developer and the Developer hereto agreed.

AND WHEREAS the Owner herein hereby agree to authorise the Developer to construct the multistoried building with Lift facility in the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder:-

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

ARTICLE-I

DEFINITION

1. OWNER:

SRI BISWAJIT MUKHOPADHYAY, Son of Late Rabindranath Mukherjee, by Nationality-Indian, by Religion-Hindu, by occupation-Service, residing at: Rabindranath Tagore Road, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

2. DEVELOPER:

"M/S. RELIABLE CONSTRUCTION" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by

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Unkemi Banerjee

Advocate

(6)
occupation - Business, residing at Building "DINANTA", 7,
B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist.
North 24 Parganas, Kolkata-700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami,
by Nationality - Indian, by Religion - Hindu, by occupation -
Business, residing at Gouranga Nagar, P.O. Natagarh, P.S.
Ghola, Dist. North 24 Parganas, Kolkata - 700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by
Nationality-Indian, by Religion-Hindu, by occupation-
Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur,
P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra
Das by Nationality - Indian, By Religion - Hindu, by Occupation
- Business residing at Sasadhar Tarafdar Road, P.O. Sukchar,
P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115.

3. LAND : The land described in the schedule hereunder
written.

4. BUILDING : Means multistoried building with lift facility
to be constructed on the schedule property in accordance
with the plan to be sanctioned by the Panihati Municipality
in the name of the owner at the cost of the developer.

5. ARCHITECT : Shall mean person or firm appointed or
nominated by the Developer/Promoter for construction of
the proposed building.

6. BUILDING PLAN : Plan to be sanctioned by the Panihati
Municipality.

7. TRANSFER: Arising as grammatical variant or shall include a
transfer by possession and by any other means adopted for
affecting what is understood as a transfer or space/flat in
multistoried building to the intending purchaser and/or purchasers
thereof although the same amounts as transfer in hand.

8. TRANSFEREE: Shall mean a person to whom any space/
flat in the building will be transferred by a Deed of Conveyance

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Alokesh Kumar

Adm. Secy.

(8)

satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.

(e) That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

LAND OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS

(i) The Land owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendence, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.

(ii) The Land owner has absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES:

The scope of work envisaged to be done by the Developer hereunder shall include:

(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owner's shall be entertained in any case.

(iii) All outgoings including other rates, taxes duties and

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other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land Owner.


(iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.

(v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/ portions in the proposed building at the said premises and/ or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market.

(vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owner and to submit the same to the concerned authority in the name of the owner at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owner from the concerning authority/s.

(vii) The Developer hereby undertakes to indemnify and keep indemnified the Land owner from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law, byelaw, rules and regulations of the Panihati Municipality

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Harendra Bhattacharya

Address:

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and other Govt, or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

- (viii) The Developer will complete the construction within **36 months** from the date of sanctioning of plan by the Municipal authority or hand over the possession of the subject landed property in favour of the Developer Firm for construction which ever is later. For this purpose Developer must take all necessary steps. However, in any case if the Developer fails to complete the said construction work within a period of within **36 months** from the date of sanctioning of plan by the Municipal authority or hand over the possession of the subject landed property in favour of the Developer Firm for construction which ever is later barring unforeseen circumstances. The time is the essence of the contract.
- (ix) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Owner indemnified.
- (x) The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.
- (xi) The grade of concrete to be used will conform to ISI-M20.

ARTICLE-VI

CONSIDERATION

In consideration of the Owner having granted the Developer and exclusive consent to develop the said property the Owner shall be entitled to get as Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-


Alakendra Bandyopadhyay
Advocate

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The Owner is entitled to get a self contained **3BHK** residential flat measuring an area of **1250 sq.ft. Super builtup area**, on the **1st Floor, South-East Facing & a Covered Garrage** having an area of **200 Sq.Ft. Super Builtup area on the Ground Floor (West Facing)** of the proposed multistoried building so to be constructed by the Developer firm and he is also entitled to get a sum of **Rs. 50,000.00 (Rupees Fifty Thousand)** only as Non-refundable amount in his part in consideration of the Owner's allocation out of which at the time of execution and registration of this Development Agreement the developer shall pay a sum of Rs. 5,000.00 (Rupees Five Thousand) Only at the time of Registration of this Development Agreement and the rest amount to the tune of Rs. 45,000.00 (Rupees Forty Five Thousand) Only shall be paid by the developer to the land owner at the time of handover the peaceful vacant possession of the owner's allocation flat and garrage and after receiving such amount the Owner shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation as mentioned herein above the Owner herein shall have no future claim or demand in respect of his allocation from the Developer.

ARTICLE-VII

PROCEDURE

1. The Land Owner shall execute a Power of Attorney for Development as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only. During continuation of this agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer


Ashokanandi Bandyopadhyay

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subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer in no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution.

2. The Land Owner shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat Owner after the completion of the construction and after transfer or sale of all the flats to the said future Owner hereof.

3. The Land owner shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 Days after execution of this Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

4. The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the Owner free of cost.

5. The owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the Owner allocated flats as may be determined by the association or society to be formed after taking physical possession of his respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats, in question among all consumers or purchasers.

ARTICLE - VIII

CONSTRUCTION

The Land Owner or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the

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stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX

POSSESSION

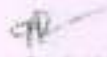
Immediately on execution of these presents the Owner shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the Owner or any person or persons claiming under him. The delivery of possession must be in writing and should be signed both the Owner and the Developer.

ARTICLE-X

BUILDING

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within **36 months** from the date of sanctioning of plan by the Municipal authority or handover the possession of the subject landed property in favour of the Developer Firm for construction which ever is later.

(b) The Developer will install and erect in the said Building at his own costs, pumps, water storage over head reservoirs, electrification, permanent electric connection from the WBSEDCL/CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by WBSEDCL/CESC in the said Building.


The Developer
Address:

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(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owner construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the land Owner.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owner shall have no liability whatsoever in this context.

ARTICLE-XI

RATES AND TAXES

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land Owner under this agreement till the Development of the property from the date of taking over the possession.

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or his respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII

SERVICE AND CHARGES

(a) On completion of the Building and after possession of his respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other

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equipment for common use maintenance and general management of the building.

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

ARTICLE-XIII

COMMON RESTRICTIONS

(a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bike skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in his allocated portion or any part thereof.

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the Owner shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE-XIV

LEGAL COMPLIANCE

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The Owner shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in


(Signature)

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favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XV

OWNER' INDEMNITY

The Owner hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owner.

ARTICLE-XVI

TITLE DEEDS

The Land Owner shall hand over all original documents and the title deed/deeds alongwith other related paper to the landed property such as Municipal Tax Receipts, Parcha, Khajna, Dakhila etc. to the Developer Firm in exchange of proper acknowledgement receipts and such documents will be kept with the Developer until completion of the proposed multi storied building. After completion of the covetated building the Developer Firm hereby undertake to hand over the said original documents to the Owner with proper receipts.

ARTICLE-XVII

MISCELLANEOUS

(a) The Land Owner and the Developers and the Confirming Party herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties hereto.

(b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land Owner if delivery by

Atakendu Handayani

Atakendu

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hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land Owner shall be deemed without prejudice to the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

(c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owner and the Confirming hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the **said premises** except the Developer herein.

(d) Each terms of this agreement shall be the consideration for the other terms.

ARTICLE-XVIII

FORCE MAJEURE

1. Force Majeure is herein defined as:


(a) Any cause which is beyond the control of the Developer.

(b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.

(c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machinery or equipment and power shortage.

(d) Transportation delay due to force majeure or accidents.

2. The Developer and/or Land Owner shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owner.


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ARTICLE-XIX**JURISDICTION**

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XX**ARBITRATION**

All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Arbitration and Conciliation Act. 1996, to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXI**GENERAL CONDITIONS**

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land having Rayat Possessory right admeasuring more or less **undivided 2.67 Decimal of Land out of total 8 decimal in R.S. & L.R. Dag no. 1429 (Classified as Danga), under R.S. Khatian no. 1059, Corresponding to L.R. Khatian No. 2750 (in the name of Biswajit Mukhopadhyay) togetherwith a one storied pucca residential building standing thereon having constructed covered area undivided 185 Sq.Ft., within**

(19)

Mouza-Panihati, J.L. No. 10, Re. Su. No. 32, Touzi no. 194, 172, A.D.S.R.O. Sodepur, P.S. Khardah, District-North 24 Parganas, within the local limits of Panihati Municipality, bearing holding no. 74, Rabindra Nath Tagore Road, under Ward No. 13, which is the subject property of this Development Agreement.

THE 8 DECIMAL LAND OF L.R. DAG NO. 1429

BUTTED AND BOUNDED BY

ON THE NORTH : Land of L.R. Dag No. 1430.

ON THE SOUTH : Land of L.R. Dag No. 1432.

ON THE EAST : Pond.

ON THE WEST : 9ft. Wide R.N.Tagore Road, Bye Lane.

SECOND SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

In consideration of the Owner having granted the Developer and exclusive consent to develop the said property the Owner shall be entitled to get as Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The Owner is entitled to get a self contained **3BHK** residential flat measuring an area of **1250 sq.ft. Super builtup area**, on the **1st Floor, South-East Facing & a Covered Garrage** having an area of **200 Sq.Ft. Super Builtup area on the Ground Floor (West Facing)** of the proposed multistoried building so to be constructed by the Developer firm and he is also entitled to get a sum of **Rs. 50,000.00**



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(Rupees Fifty Thousand) only as Non-refundable amount in his part in consideration of the Owner's allocation out of which at the time of execution and registration of this Development Agreement the developer shall pay a sum of Rs. 5,000.00 (Rupees Five Thousand) Only at the time of Registration of this Development Agreement and the rest amount to the tune of Rs. 45,000.00 (Rupees Forty Five Thousand) Only shall be paid by the developer to the land owner at the time of handover the peaceful vacant possession of the owner's allocation flat and garrage and after receiving such amount the Owner shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation as mentioned herein above the Owner herein shall have no future claim or demand in respect of his allocation from the Developer.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION : shall mean all the remaining portion of the entire building (excluding Owner's allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer after providing the Owner's Allocation as aforesaid and togetherwith the absolute right of the part of the Developer to enter into agreement for sale with intending purchaser/purchasers by and mode of Transfer of property Act. and/or lease, let out, or in any manner may with the same as the absolute Owner thereof.


Atakendra Narasimhaiah

Contd...21

FOURTH SCHEDULE ABOVE REFERRED TO**(Specification of work)**

1. **Construction** : As per sanctioned building plan.
2. **Foundation** : R.C.C. foundation and framed structure.
3. **Brick Work** : Brick work 8", 5" and 3" with specified plaster.
4. **Flooring** : Flooring will be finished with floor tiles.
5. **Doors** : Flush Door.
6. **Windows** : All windows will be Aluminium sliding window with glass fitted.
7. **Grill** : M.S. Grill at window with 1 coat paint.
8. **Toilet** : Glazed tiles upto 6'-0" ht. pan or a commode in white with cistern, porcelain shower point, one Bib Cock, one wash basin (standard make) with hot and cold water.
9. **Kitchen** : Black Stone cooking platform with a steel sink and glazed tiles upto 4' above cooking platform, taps etc. complete with exhaust fan hole.
10. **Electrical Works** : All wiring will be concealed upto TwentyFive points with sufficient power plug.
11. **Wall Painting** : Decoration Cement paint on outside wall. Inside wall finish with plaster of paris.
12. **Water Supply** : Deep tube well with sub-mercible pump to overhead reservoir with individual distribution.
13. **Internal Finish** : All the interior walls will be finished with a coat of plaster of paris, synthetic enamel paint on door, window and grill.

The Cost of individual electric meter @ Rs. 25,000/- will be borne by the Owner for his respective allocations.

(22)

IN WITNESSES WHEREOF, the Parties have hereunto put his respective signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of

WITNESSES:

1. Shome Nath (m)
HA, Madan Dubey Lane
KOL-12

2. Asim Bose Roy
PO. Agarapaul
KOL-700100

3. Arindam Dasgupta
Sriramnagar
KOL-113

Biswajit Mukhopadhyay

SIGNATURE OF THE LAND OWNER

M/s. RELIABLE CONSTRUCTION
Satyabrata Saha
Shambhukumar Saha
Partner

SIGNATURE OF THE DEVELOPER

Drafted by:

Alokendu Bandyopadhyay
Adv.

Alokendu Bandyopadhyay
Enl NO - KB - 570/2004 Advocate
District Judge Court, Barasat
North 24 Parganas (W.B.)

Laser Setter:

Prasanna Paul

M/s. RELIABLE CONSTRUCTION

Satyabrata Saha
Partner

Contd...23

Alokendu Bandyopadhyay
Adv.

(23)

MEMO OF CONSIDERATION

I, the owner hereof do hereby received a sum of **Rs. 5,000.00 (Rupees Five Thousand)** only from the within named Developer/s as part payment of owners allocation in the following memo:

By valid Indian Currency on 30.08.2018 Rs. 5,000.00

Total Rs. 5,000.00

In Word: Rupees Five Thousand Only.

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING

WITNESSES:

1. *Shome Nath*
4A, Madan Dutt Lane
KOL-12

2. *Asim Bose Roy*
P.O. - Agarpada
KOL-700109

3. *Arishen Poddar*
Srinagar
KOL-113

Biswajit Mukhopadhyay
SIGNATURE OF THE LAND OWNER

M/s. RELIABLE CONSTRUCTION

Satyabrata Samal

Partner

Major Information of the Deed

Deed No :	I-1524-05176/2018	Date of Registration	30/08/2018
Query No / Year	1524-0001381279/2018	Office where deed is registered	
Query Date	29/08/2018 1:25:34 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Alokendu Bandyopadhyay Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, PIN - 700120, Mobile No. : 9830075574, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 26,75,250/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article 48(g))	Rs. 521/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S. - Khardaha, Municipality: PANIHATI, Road: Rabindra Nath Tagore Road, Mouza: Panihati, Ward No: 13, Holding No: 74

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1429	RS-1059	Bastu	Danga	2.67 Dec	19,50,000/-	25,36,500/-	Width of Approach Road: 9 Ft., Adjacent to Metal Road,
Grand Total :					2.67 Dec	19,50,000 /-	25,36,500 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	185 Sq Ft.	50,000/-	1,38,750/-	Structure Type: Structure



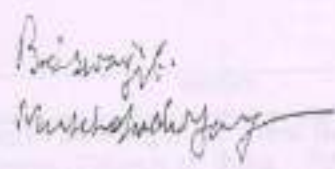
Gr. Floor, Area of floor : 185 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Total :	185 sq ft	50,000 /-	1,38,750 /-
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Major Information of the Deed :- I-1524-05176/2018-30/08/2018



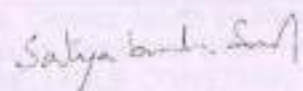
and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger print	Signature
1	Mr Biswajit Mukhopadhyay (Presentant) Son of Late Rabindranath Mukherjee Executed by: Self, Date of Execution: 30/08/2018 Admitted by: Self, Date of Admission: 30/08/2018, Place of Office			
	30/08/2018	30/08/2018	30/08/2018	
Rabindranath Tagore Road,, P.O:- Sodepur, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AERPM7015E, Status :Individual, Executed by: Self, Date of Execution: 30/08/2018 Admitted by: Self, Date of Admission: 30/08/2018, Place : Office				

Developer Details :



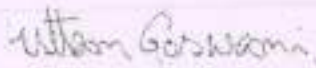


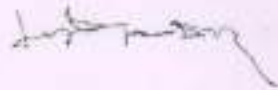


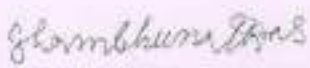
Sl No	Name,Address,Photo,Finger print and Signature			
1	RELIABLE CONSTRUCTION 7 B.T. Road, Swadeshimore, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India. PIN - 700114, PAN No. AALFR2292N, Status :Organization, Executed by: Representative			

Representative Details :



Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr SATYABRATA SINHA Son of Late Shyam Mohan Sinha Date of Execution - 30/08/2018,, Admitted by: Self, Date of Admission: 30/08/2018, Place of Admission of Execution: Office			
	Aug 30 2018 1:51PM	30/08/2018	30/08/2018	
Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,, PAN No.: AKQPS6921C Status : Representative, Representative of : RELIABLE CONSTRUCTION (as Partner)				



Major Information of the Deed :- I-1524-05176/2018-30/08/2018

Name	Photo	Finger Print	Signature
Mr UTTAM GOSWAMI Son of Late Gouranga Goswami Date of Execution - 30/08/2018, Admitted by: Self, Date of Admission: 30/08/2018, Place of Admission of Execution: Office			
Aug 30 2018 1:53PM LTI 30/08/2018 30/08/2018			
Gouranga Nagar, P.O:- Natagarh, P.S:- Ghola, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700113, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJSPG9562G Status : Representative, Representative of : RELIABLE CONSTRUCTION (as Partner)			
Mr SUJAY DAS Son of Late Shib Chandra Das Date of Execution - 30/08/2018, Admitted by: Self, Date of Admission: 30/08/2018, Place of Admission of Execution: Office			
Aug 30 2018 1:52PM LTI 30/08/2018 30/08/2018			
4 No. Deshbandhu Nagar, P.O:- Sodepur, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AMYPD2858H Status : Representative, Representative of : RELIABLE CONSTRUCTION (as Partner)			
Mr SHAMBHU NATH DAS Son of Late Narayan Chandra Das Date of Execution - 30/08/2018, Admitted by: Self, Date of Admission: 30/08/2018, Place of Admission of Execution: Office			
Aug 30 2018 1:52PM LTI 30/08/2018 30/08/2018			
Sasadhar Tarafdar Road, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFDPD5166N Status : Representative, Representative of : RELIABLE CONSTRUCTION (as Partner)			

Identifier Details :

Name & address	
Mr Avishek Podder Son of Mr Basudeb Podder Sriramnagar, P.O - Natagarh, P.S:- Ghola, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700113, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr Biswajit Mukhopadhyay, Mr SATYABRATA SINHA, Mr UTTAM GOSWAMI, Mr SUJAY DAS, Mr SHAMBHU NATH DAS	30/08/2018
	

Major Information of the Deed :- I-1524-05176/2018-30/08/2018

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Mr Biswajit Mukhopadhyay	RELIABLE CONSTRUCTION-2.87 Dec
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	Mr Biswajit Mukhopadhyay	RELIABLE CONSTRUCTION-185.00000000 Sq Ft

Endorsement For Deed Number : I - 152405176 / 2018

On 29-08-2018

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 26,75,250/-

Maitreyee Ghosh

Maitreyee Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

On 30-08-2018

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 11:41 hrs on 30-08-2018, at the Office of the A.D.S.R. SODEPUR by Mr Biswajit Mukhopadhyay, Executant.

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

Execution is admitted on 30/08/2018 by Mr Biswajit Mukhopadhyay, Son of Late Rabindranath Mukherjee, Rabindranath Tagore Road., P.O: Sodepur, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Retired Person

Indetified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

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

Execution is admitted on 30-08-2018 by Mr SATYABRATA SINHA, Partner, RELIABLE CONSTRUCTION (Partnership Firm), 7, B.T. Road, Swadeshnimore, P.O: Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114

Major information of the Deed :- I-1524-05176/2018-30/08/2018

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

Execution is admitted on 30-08-2018 by Mr UTTAM GOSWAMI, Partner, RELIABLE CONSTRUCTION (Partnership Firm), 7, B.T. Road, Swadeshimore, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

Execution is admitted on 30-08-2018 by Mr SUJAY DAS, Partner, RELIABLE CONSTRUCTION (Partnership Firm), 7, B.T. Road, Swadeshimore, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

Execution is admitted on 30-08-2018 by Mr SHAMBHU NATH DAS, Partner, RELIABLE CONSTRUCTION (Partnership Firm), 7, B.T. Road, Swadeshimore, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/08/2018 5:44PM with Govt. Ref. No: 192018190280272051 on 29-08-2018, Amount Rs: 521/-, Bank: Bank of Baroda (BARB0INDIAE), Ref. No. 94943259 on 29-08-2018, Head of Account 0030-03-104-001-16

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: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 15979, Amount: Rs 5,000/-, Date of Purchase: 28/08/2018, Vendor name: R Sur

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/08/2018 5:44PM with Govt. Ref. No: 192018190280272051 on 29-08-2018, Amount Rs: 21/-, Bank:

Bank of Baroda (BARB0INDIAE), Ref. No. 94943259 on 29-08-2018, Head of Account 0030-02-103-003-02

Maitreyee Ghosh

Maitreyee Ghosh

ADDITIONAL DISTRICT SUB-REGISTRAR

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

North 24-Parganas, West Bengal

M/s. RELIABLE CONSTRUCTION

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal

Satya banta Smit

Partner



Major Information of the Deed :- I-1524-05176/2018-30/08/2018

Certificate of Registration under section 60 and Rule 69.
(registered in Book - I)
Volume number 1524-2018, Page from 164095 to 164136
being No 152405176 for the year 2018.



Digitally signed by Maitreyee Ghosh
Date: 2018.08.31 13:50:01 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 31-08-2018 13:49:26
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

M/s. RELIABLE CONSTRUCTION
Satyabrata Sam
Partner

(This document is digitally signed.)



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1524-2018, Page from 164095 to 164136
being No 152405176 for the year 2018.



Digitally signed by Maitreyee Ghosh
Date: 2018.08.31 13:50:01 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 31-08-2018 13:49:26
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

M/a. RELIABLE CONSTRUCTION
Satyabanta Sami
Partner

(This document is digitally signed.)

