

- 1. NATURE OF THE DOCUMENT: DEVELOPMENT AGREEMENT
- 2. DATE OF EXECUTION

7. Ware of 57.10

: 15th day of December, (2021).

BETWEEN

Contd....,P/2

M 283566

39758

No......Rs.-500/- Date......

14 DEC 2021

KOL-27

Alipur Collectorate, 24 Pgs. 181

SUBHANKAR DAS

STAMP VENDOR Alipur Police Court, Kol-27



SOUTH 24 PGS., ALIPORE 1 5 QEC 2021

2.1. PARTIES:

SRI PRADYUT BARAN KONER, (PAN - AENPk 1973 M) (Aadhaar - 4004 1420 9849), son of Late Dibakar Koner, by faith Hindu, by occupation - Retired Person, by Nationality - Indian, residing at 42, Sreerampur Road (East), Pooja, Flat - B, 1st Floor, (earlier 16A, Fern Road) Garia, Post Office - Patuli, Police Station -Garia, Kolkata - 700084, hereinafter called and referred as the "LAND OWNER" (which term or expression unless excluded by or repugnant to the context shall mean and include his heirs, successors, administrators, executers and assigns) of the FIRST PART.

AND

ILLUMINE DEVELOPERS PRIVATE LIMITED, AADC12443K), having its place of business at 34F, Ashutosh Chatterjee Lane, Post Office Mahesh, Police Station -Shreerampore, District - Hooghly, Pin - 712202, being represented by its Director viz. SRI PARTHA CHATTERJEE, (PAN - ACEPC8818Q) (Aadhaar - 6069 4963 4300), son of Baman Kumar Chatterjee, by faith - Hindu, by occupation -Business, by Nationality - Indian, residing at 34F, Ashutosh

Representations, Warranties and Background:

4.1. Owner's Representation:

4.1.1. Ownership

That one Biraj Chandra Mondol (since deceased), as being the Karta of a Hindu undivided family for the benefit of others members of the family settled ALL THAT piece and parcel of land measuring about 05 Cottahs more or less, lying and situates at Mouza - Madurdaha, Touzi No. 2898, J.L. No. 12, Resa No. 212, appertaining to R.S. Dag No. 423, under R.S. Khatian No. 142, under Ward No. 108, Block - C, Plot No. 11, within the limits of Kolkata Municipal Corporation, being Premises No. 1888, Madurdah, under Ward No. 108, Police Station - Anandapur, Borough - XII, District South 24 -Parganas, by virtue of a registered Deed of Patta, which was duly registered and recorded at the office of the S.R Behala, contained in Book No. I, Volume No. 21 written in Page from 229 to 232 being Deed No. 1543 for the year 1934 from one Janendra Nath Dey.

4.1.2 That subsequently the aforesaid property was made partitioned among the said Biraj Chandra Mondol (since deceased) and other members of his family by virtue of registered deed of partition which was registered and recorded at the office of the A.D.S.R Alipore contained in Book No. I, Volume No. 86, written in Page from 272 to 282, being Deed No. 5530, for the year 1954.

- 4.1.3 That under the said registered Deed of Partition the said Biraj Chandra Mondol (since deceased) acquired some area of land in Dag No. 133 under Khatian No. 417 out of the aforesaid property and became the absolute owner of the same which was subsequently recorded in R.S settlement under R.S Khatian No. 142 appertaining to R.S Dag Nos. 423 and 423/461 in the name of said Biraj Chandra Mondol (since deceased).
- 4.1.4 That while the said Biraj Chandra Mondol was in exclusive possession and enjoyment of his property Hindu Law of inheritance came into force in the year 1956 and subsequently Biraj Chandra Mondol died intestate leaving behind his two sons namely Bharani Kanta Mondol and Banamali Mondol and one daughter namely Ekadashi Polley as being his only legal heirs and successors and accordingly following demise of Biraj Chandra Mondol his aforesaid two sons and one daughter became the absolute owner of the aforesaid property by way of Hindu Law of Inheritance. Each having undivided 1/3rd share therein.

4.1.5 That subsequently the aforesaid Bharani Kanta Mondol, Banamali Mondol and Ekadashi Polley formed a co-operative society under name and style Madurdaha co operative housing society limited and divided their aforesaid area of land lying and situates at Mouza - Madurdaha, appertaining to R.S Dag No. 423, under R.S Khatian No. 142, in several Plots of land. That thereafter the said Bharani Kanta Mondol, Banamali Mondol and Ekadashi Polley as being the nominated persons of Madurdaha housing Co-operative limited transferred ALL THAT piece and parcel of land measuring about 05 Cottahs more or less, lying and situates at Mouza - Madurdaha, Touzi No. 2898, J.L. No. 12, Resa No. 212, appertaining to R.S. Dag No. 423, under R.S. Khatian No. 142, Block - C, Plot No. 11, within the limits of the Kolkata Municipal Corporation, being Premises No. 1888, Madurdah, under Ward No. 108, Police Station -Anandapur, Borough - XII, District South 24 - Parganas, in favour of one Smt. Dipti Das by virtue of registered Deed of Sale dated 08-11-1968 which was registered and recorded at the office A.D.S.R. at Alipore and recorded in Book No. I, Volume No. 122, written in Page from 81 to 86, being Deed No. 6541, for the year 1968.

- 4.1.6 That subsequently the said Dipti Das had transferred the aforesaid area of land measuring about 05 Cottahs more or less, which has been more fully described in the FIRST SCHEDULE written hereunder, in favour of the present land owner Pradyut Baran Koner, by virtue of a registered Deed of Sale, which was duly registered and recorded at the office of the A.D.S.R. at Alipore and recorded in Book No. I, Volume No. 9, written in Page from 197 to 206, being Deed No. 70, for the year 1992.
- 4.1.7 That after became the owner of the aforesaid 05 Cottahs more or less of land, the said Pradyut Baran Koner duly mutated his name before the B.L & L.R.O Government of West Bengal and since then he has been in exclusive possession and enjoyment of the same by way of exercising his right, title and interest therein.
- 4.1.9 That subsequently the land owner herein decided to develop the said property by way of raising a multi-storied building over the said plot of land.

4.2.0 That with this end in view the land owner of the first part made approach to the Developer so as to raise a multi-storied building upon the said land for residential purpose, parking space as per the plan to be sanctioned by the Kolkata Municipal Corporation

of the aforesaid property and as per specification with floor plans, elevation, sections made in compliances with the statutory requirement in the said plot of land at the cost to be paid by the Developer and/or received or obtained from time to time from the intending buyers of the flats/parking space to be constructed and will be comprised in the new building.

4.2.1 That the party of the other part having immense experience as builder and having financial capability has accepted the said offer of the party of the First Part so as to effecting development upon the said land as described in the **FIRST SCHEDULE** written hereunder by of raising a multi storied building on the terms and conditions as laid down hereunder and has mutually agreed upon and between the parties hereto.

5.

- 5.1. Owner has marketable Title: The right, title and interest of the owner in respect of his Property is free from all encumbrances of any and every nature whatsoever including but not limited to any mortgage, liens and lispenden.
- 5.2. Owner to ensure continuing marketability: The Owner shall ensure that the title of the Owner in the Said Property continues

to remain marketable and free from all encumbrances till the completion of the Development of the Said Property.

- 5.3. **No Requisition or Acquisition**: The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.4. No Judicial Act: The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant rights to the Developer under this Agreement.
- 5.5. Decision to Develop: The Owner decided to develop the Said Property as described in the FIRST SCHEDULE written hereunder and Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Building (Project).
- Finalization of Terms Based on Reliance on Representation:

 Pursuant to the above and relying on the representations made

 by the parties to each other as stated above, final terms and

 conditions (superseding all previous correspondence and

 agreements oral or written between the parties) for the Project

 are being recorded in this Agreement.

- 5.7. Developers' Representation: The Developer has represented and warranted to the owner as follows:
- 5.8. Infrastructure and Expertise of Developer: The Developer is carrying business of construction and development of real estate and has infrastructure and expertise in this filed.
- 5.9. Financial Arrangements: The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of construction of the New Building in the Said Property.
- 5.10. No Neglect: The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority of financial as well as infrastructural to the development of the said Property.
- 5.11. **Developer has full authority**: The Developer has full authority to enter into this Agreement and appropriate resolutions/ authorizations to that effect exist.
- Basic Understanding:
- 6.1. Development of Said Property by construction of New Building:

 The parties have mutually decided to take up the Project, i.e.

the development of the Said Property by construction of the new Building thereon on co-venture basis, with (1) specified rights and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

- Nature and Use of the New Building: The nature of the 6.2. property is at present recorded in the R.O.R as "Beel" and as such the new Building be constructed after due conversion from Beel to Bastu and after obtaining conversion certificate from the appropriate authority in accordance with architectural plan (Building Plan) prepared by the Architect appointed by the Developer (Architect) and to be sanctioned by the Kolkata statutory Municipal Corporation and other authorities concerned with sanction (collectively Planning Authorities) as a ready-to use residential cum Parking Space and amenities to be enjoyed in common. The Developer shall take all initiative for the purpose of conversion of the nature of land from Beel to Bastu and for the purpose of obtaining conversion certificate from the appropriate authority.
- 6.3. It is agreed that initially the Developer shall incur all expenses in respect of cost charges, fees and other misc expenses for the purpose of conversion of the nature of land from Beel to Bastu

and for the purpose of obtaining conversion certificate from the appropriate authority and the payment of taxes prior to execution and registration of the instant Development Agreement and Power of Attorney which has been fallen due and payable before the competent authority, all municipal rates, taxes, penalty, interest and outgoings (collectively rates) on the said property relating to the period prior to the date of sanction of the Building Plan and Land Owners will pay a total of Rs.3,00,000/- (Rupees Three Lakh) only on account of the aforesaid expenses prior to possession of his allocation from the project as final payment on above accounts which are agreed by the Developer.

7. Appointment and Commencement:

7.1. Appointment: The parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions commitment thereto include those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner on the terms and conditions

as laid down in the instant development agreement and other terms and conditions as would be mutually agreed upon by and between the parties hereto.

7.2. Commencement: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and the Agreement shall remain valid and in force till all obligation of the parties towards each other stand fulfilled and performed.

8. Sanction and Construction:

8.1. Sanction of the Building Plan: The Developer (as the agent of the Owner but at its own cost and responsibility shall obtain from the Kolkata Municipal Corporation sanction of the Building Plan for a multi-storied building comprising of several flats, parking spaces.

In this regard it is clarified that the Developer shall be responsible for obtaining all sanctions permissions clearance and approvals needed for the multi storied building upto 3rd Floor and all cost and fees for sanctions, permissions, clearances and approvals needed for the multi storied building upto 3rd Floor shall be borne and paid by the Developer.

- 8.2. Architect and Consultant: The Owner confirm that the Owner has authorised the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.3. Construction of New Building: The Developer shall expenses at its own cost and without creating any financial or other liability on the Owner construct, erect and complete the New Building upto 3rd Floor upon the said Property comprising of several flats, spaces, and common portions (defined clause 8.5 below) in accordance with the sanctioned Building Plan.
- 8.4. Completion Time: With regard to time of completion of the project it has been agreed between the parties that subject to circumstances of force measure (defined in Clause 22.1 below) the Developer shall try to complete the entire process of development of the said property and construct, erect and complete the new Building after execution and registration of the said fresh development agreement with the present developer within a period of 24 months from the date of sanction of the Building Plan (Completion Time).

- Common Portion: The Developer shall at its own cost installed 8.5. and crect in the new building common areas, amenities and facilities viz. the area and amenities which includes entrance of the building, pump room, Electric Meter room, water pipe lines, drain pipe line, Lift and proportionate share of land underneath, underground water reservoir, over-head water tank, water pump and motor, staircase, landing space and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building (Collectively Common Portions). For permanent electric connection to the flats and other spaces in the new building the intending purchasers (collectively transferees) shall pay the deposits demanded by CESC/WBSEB and the owner shall also pay the same for the flats in the Owner' allocation defined in Clause 11.1 below.
- 8.6. Building Materials: The Developer shall be authorized in the name of the owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials as required for the construction of the New Building but the Owner shall not be responsible for the matite of the Bidding Materials.

- 8.7. **Temporary Connections**: The Developer shall be authorized in the name of the owner to apply for and obtained temporary connections of water, electricity, drainage and sewerage. It is however, clarified that the Developer shall be entitled to use the existing electricity and water connections at the said Property, upon payment of all usage charge.
- 8.8. Co-operation by the Owner: The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The owner shall provide all cooperation that may be necessary for successful completion of the Project.
- 9. Possession and Alternative Accommodation:
- 9.1. Vacating by the Owner: That subsequent to the execution and registration of the said fresh development agreement the Owner shall handover the Khas, vacant, peaceful and physical possession of the entirety of the said Property to the Developer for the purpose of execution of the Project.
- 10. Powers and Authorities:
- 10.1. Power of Attorney for the Building Plan sanction: The Owner shall grant to the Developer and/or its nominee for the purpose of getting the Building Plans sanctioned/revalidated / modified/

alter by the concerned authority and obtaining all necessary permissions from different authorities for construction of the new Building.

10.2. Further Acts: Notwithstanding grant of the aforesaid Powers of Attorney the Owner hereby undertake that they shall execute as and when necessary all papers, documents, Plans, etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owner's Consideration/allocation and Developer' allocation:

11.1. The allocation of the Owner and the developer in the proposed multi-storied building shall be divided in the following ratio:

/Manner

Owner's Allocation:

- A) Owner will get 45% of the super built up area in the proposed multi-storeyed building in the following manner:
- the super built area of 45% for Parking Space in the Ground Floor;
- Entire super built up area of the First Floor;
- iii) One Flat measuring an area of 965 super built up area more or less, on the Third Floor, at the South-West Portion;

iv) That the Developer shall pay a sum of Rs.1,00,000/-(Rupees One Lakh) only as security amount to the Land Owner at the time of execution and registration of the instant Developer Agreement and the Power of Attorney and Land Owner will refund the above amount to Developer before taking possession of his allocation after completion of Project.

Developer's Allocation:

- B) Developer will get total 55% of the super built up area in the proposed multi-storeyed building in the following manner:
- i) the 55% super built area of the Ground Floor;
- ii) Entire Second Floor;
- iii) Third Floor allocation to Developer will be after given allocation to Land Owner as per earlier Schedule of Land Owner Allocation under 11.1 A (iii);
- iv) It is further agreed by and between the parties hereto if the developer obtain sanction of raising and construction of another floor over and above the third floor from the competent authority the developer shall be entitled to raise the fourth floor and landowner shall not raise any objection and in that event the owner will get 45% of the total super built up area of the fourth floor subject to payment to the developer 45% of the total expenses as would be determined by the developer to be incurred /incurred for the purpose of obtaining sanction of the

building plan and all other miscellaneous charges for the said purpose within seven days since the date of receipt of the letter issued by the developer and the Developer will get the remaining 55% of the total super built up area of the fourth floor. However if the Landowner is not willing to get any area of the fourth floor or failed to make payment according to the demand of the developer within seven days since the date of receipt of the letter issued by the developer in that event the Developer will get the entire super built up area of the Fourth Floor or otherwise the entire super built up area of the Fourth Floor will be the allocation of the developer and in that the landowner shall not be entitled to raise any objection.

12. Dealing with Respective Allocations:

- 12.1. Owner's Allocation: The Owner shall be entitled to the Owner's allocation with right to transfer or otherwise deal with the same in any manner the owner deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's allocation. It is clearly understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer.
- 12.2. **Developer's Allocation**: The Developer shall be exclusively entitled to the Developer's allocation with exclusive right to

transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's allocation shall be subject to the other provisions of this Agreement. It is further agreed by and between the parties hereto that the developer shall be entitled to construct a office space with kitchen and toilet within its allocation in the ground Floor for its own purpose and in that event the owner shall not raise any objection.

12.3. Transfer of Developer's Allocation: In consideration of the Developer constructing and handing over the Owner' allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute deeds of conveyance of the undivided share of the land contained in the Said Property and the Building Plans as attributable to the Developer's Allocation, in such part or parts as shall be required by the Developers. Such execution of conveyances shall be through the Developer

exercising the power and authorities as mentioned in Clause 10.2 above.

- 12.4. No Objection to Allocation: The parties confirm that neither party has any objection with regard to their respective allocations.
- 12.5. Cost of Transfer: The parties shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.
- 13. Municipal Taxes and Outgoings:
- 13.1. Both Developer and Land Owner agreed schedule clause 6.3 in this regard.
- 13.2. Relating to Period after Sanction of Building Plans: As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the possession date (Defined Clause 14.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.
- 14. Possession and Post Completion Maintenance:
- 14.1. **Possession of Owner's allocation**: The Developer shall intimate the owner to take possession of owner's allocation and if within

a period of 15 (fifteen) days of such intimation the Owner fail to take possession then it has been deemed that the Developer has delivered possession to the Owner.

- 14.2. Possession date and Rates: On and from such date of the owner taking physical possession or the aforementioned deemed possession whichever be earlier (Possession date) the parties shall become liable and responsible in respect of their respective allocation.
- 14.3. Punctual Payment and Mutual Indemnity: The parties shall punctually regularly pay the Rates of their respective allocation to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default the other.
- 14.4. Maintenance: The Developer and the Owner shall jointly and mutually frame scheme for the management and administration of the New Building. The Owner/Flat Owner's hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Building.
- 14.5. Maintenance Charge: The transferees and the owner shall manage and maintain the common portions and the services of

the New Building (if necessary) by forming a Body Association and shall collect the cost and service charge therefore (Maintenance Charge). It is clarified the maintenance charge shall include payment for the insurance of the New Building. Water, electricity, sanitation and other charges and also occasional repair and renewal charges for all common wearing pipes, electrical and mechanical equipment and other installations appliances and equipment. Advance deposit towards maintenance charge shall also be collected to ensure that funds are readily available for proper maintenance and upkeep of the New Building.

15. Common Restrictions:

15.1. **Applicable to Both**: The Owner's Allocation and the Developer's allocation in the New Building shall be subject to the same restriction as are applicable to multi storied ownership building, intended for common benefit of all occupiers of the New Building.

16. Obligations of Developer:

16.1. Completion of Development within Completion Time: The developer shall complete the development of the Said Property within the Completion Time.

- 16.2. Compliance with Law: The execution of the Project shall be in conformity with the prevailing rules and bye-law of all concerned authorities and State Government/ Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 16.3. Planning, Designing and Development: The developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 16.4. Specifications: The Developer shall construct the New Building as per the specification given the THIRD SCHEDULE below (Specifications).
- 16.5. Commencement of Project: The development of the Said

 Property shall commence as per the specifications, Building

 Plans, Scheme, rules, regulations, bye laws and approvals of the

 Planning Authorities, at the cost, risk and responsibility of the

 Developer, the Owner having no responsibility in respect thereof

 in any manner whatsoever.
- 16.6. Construction at Developer's cost: The Developer shall construct the New Building at its own cost.

- 16.7. Tax Liabilities: All Tax liabilities applicable in relation to the development, viz. Sales Tax, Value Added Tax, Service Tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 16.8. Permission for Construction: It shall be the responsibility of the Developer to obtain all sanctions, permissions and approvals required from various Government Authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals upto G+3 storied building shall be borne by the Developer.

17. Obligations of Owner:

- 17.1. **Co-operation with the Developer**: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 17.2. Act in Good Faith: The Owner undertakes to act in good faith towards the Developer (any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3. Documentation and Information: The Owner undertakes to provide the Developer with and all original documents and

information relating to the Said Property as may be required by the Developer from time to time.

- 17.4. No Objection in Dealing with Developer's Function: The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging it functions under this Agreement.
- 17.5. No Obstruction in Construction: The Owner covenant not to cause any interference or hindrance in the construction of the New Building.
- 17.6. No Dealing with Said Property: The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portion thereof save in the manner envisaged by this Agreement.
- 18. Indemnity:
- 18.1. By the Developer: The developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability suffered by the Owner in relation to the construction of the New Building or violation of any permission.

18.2. By the Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by the Developer in course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect. However the developer agreed to settle any successful claim by any third party if arise at its own cost.

19. Miscellaneous:

- 19.1. Parties Acting under Legal Advice: Each party has taken and shall take its own legal advice with to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 19.2. Essence of Contract: In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this Contract.
- 19.3. **Documentation**: The developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

- 19.4. Valid Receipt: The owner shall pass valid receipts for all amounts paid under this Agreement.
- 19.5. No Partnership: The Owner and the Developer have entered into this Agreement on principle to principle basis and nothing contained herein shall be deemed to be or construed of a partnership between the parties in any manner nor shall the Parties constitute an association of persons.
- 19.6. **No implied Waiver**: Failure or delay by either party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 19.7. Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The owner hereby undertake to do all such acts, deeds, matters and things and execute any additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional

applications and other documents, at the cost and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.

- 19.8. Further Acts: The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.9. Name of the New Building: The name of the New Building shall be given at the choice of the Developer.
- 19.10 Liberty to avail loan facility: The developer will be entitled to avail project loan facility from any financial institution by way of keeping the property as described in the First schedule written hereunder without affixing any liability upon the owner and the all original Title deeds, R.O.R and other necessary documents relating to the title of the property if necessary and in that event the owner will sign in all documents as would be required by Loan Granting authority and give their no objection in this respect.

20. Default:

20.1. **No Cancellation**: In the event of any default on the part of one Party, the other Party shall be entitled to sue the party in

default for Specific Performance of this Agreement and for damages.

21. Force Majeure:

21.1. Circumstances of Force Majeure: The parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) act of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connections or any permission or sanction by the Government or any statutory authority. (12) any notice, order of injunction, litigation, attachments etc and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Government Law or regulations and (14) abnormal rise in cost of construction inputs and scarcity / short supply thereof (Collectively Circumstances of Force Majeure).

21.2. No Default: The parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by circumstances of Force Majeure and the time limits laid down in this Agreement the performance of obligation shall be extended accordingly upon occurrence and cession of prevent constituting circumstances of Force Majeure.

22. Entire Agreement:

22.1. Supersession: This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/ correspondences and agreements between the parties, oral or implied or written.

23. Severance:

23.1. Partial Invalidity: If any provision of this agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this agreement shall be valid and enforceable to fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable the parties here to undertake to use

their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and condition of this agreement are set-aside or declared unreasonable by any court of law or if the parties take the plea of frustration of contract, the entire agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the parties.

24. Amendment/ Modification:

24.1 Express Documentation: No amendment or modification of this agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties.

25. Notice:

25.1. **Mode of Service**: Notices under this Agreement shall be served by messenger or registered post/ speed post with acknowledgement due at the above mentioned addresses of the parties, unless the address is changed by prior intimation in writing. Such services shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the date of receipt of delivery, if sent by registered post, Speed post, irrespective of refusal to accept service by the parties.

Arbitration: If any difference and disputes arises out of this agreement and also in connection with the proposed construction the matter will be referred to the sole arbitrator who will be appointed jointly by the Second party/developer and First Party herein and the Arbitration proceeding shall be governed by the Arbitration and Reconciliation Act, 1996 and the award which will be given by the sole Arbitrator shall be final and binding upon the parties hereto.

-:: SCHEDULES AS REFERRED TO ABOVE ::(FIRST SCHEDULE)

ALL THAT piece and parcel of land measuring about 05 Cottahs more or less, lying and situates at Mouza - Madurdaha, Touzi No. 2898, J.L. No. 12, Resa No. 212, appertaining to R.S. Dag No. 423, under R.S. Khatian No. 142, Block - C, Plot No. 11, within the limits of the Kolkata Municipal Corporation, being Premises No. 1888, Madurdah, under Ward No. 108, Police Station - Anandapur, Borough - XII, District South 24 - Parganas, which has been butted and bounded by:

ON THE NORTH: Other's Property;

ON THE SOUTH : 20' Feet Wide K.M.C. Road;

ON THE EAST : Other's Property;

ON THE WEST : 20' Feet Wide K.M.C. Road.

-:: THE SECOND SCHEDULE AS REFERRED TO ABOVE ::(OWNER' ALLOCATION AND CONSIDERATION)

Owner will get 45% of the super built up area in the proposed multistoreyed building in the following manner:

- i) the super built area of 45% for Parking Space in the Ground Floor;
- ii) Entire super built up area of the First Floor;
- iii) One Flat measuring an area of 965 super built up area more or less, on the Third Floor, at the South-West Portion;
- That the Developer shall pay a sum of Rs.1,00,000/- (Rupees One Lakh) only as security amount to the Land Owner at the time of execution and registration of the instant Developer Agreement and the Power of Attorney and Land Owner will refund the above amount to Developer before taking possession of his allocation after completion of Project.

-:: THE SECOND SCHEDULE AS REFERRED TO ABOVE ::(DEVELOPER'S ALLOCATION)

Developer will get total 55% of the super built up area in the proposed multi-storeyed building in the following manner:

- the 55% super built area of the Ground Floor;
- ii) Entire Second Floor;
- iii) Third Floor allocation to Developer will be after given allocation to Land Owner as per earlier Schedule of Land Owner Allocation;

It is further agreed by and between the parties hereto if the iv) developer obtain sanction of raising and construction of another floor over and above the third floor from the competent authority the developer shall be entitled to raise the fourth floor and landowner shall not raise any objection and in that event the owner will get 45% of the total super built up area of the fourth floor subject to payment to the developer 45% of the total expenses as would be determined by the developer to be incurred /incurred for the purpose of obtaining sanction of the building plan and all other miscellaneous charges for the said purpose within seven days since the date of receipt of the letter issued by the developer and the Developer will get the remaining 55% of the total super built up area of the fourth floor. However if the Landowner is not willing to get any area of the fourth floor or failed to make payment according to the demand of the developer within seven days since the date of receipt of the letter issued by the developer in that event the Developer will get the entire super built up area of the Fourth Floor or otherwise the entire super built up area of the Fourth Floor will be the allocation of the developer and in that the landowner shall not be entitled to raise any objection.

-:: THE FOURTH SCHEDULE AS REFERRED TO ABOVE ::(Common Part)

- 1. Staircase on all floors, liftwell and overhead room.
- 2. Staircase land on all floors
- Drains and sewers.

- Open spaces, passages from the building to the main road, foundation, outer walls and all types of outer pipes and other common electrical, plumbing and sanitary installation.
- Underground and overhead reservoirs.
- 6. Septic Tank.
- 7. Lift.
- 8. Ultimate Roof of the top floor,
- 9. Water Supply: Pumps, underground water reservoir and overhead reservoir will be provided on the ultimate roof.

-:: THE FOURTH SCHEDULE AS REFERRED TO ABOVE ::(Specifications)

- FOUNDATION: R.C.C. frame structure.
- WALL: External wall shall be 200 mm (8) thick, Partition wall between the flats and corridor shall be 125 mm (5") thick, internal partition wall in each flat shall be 75 mm (3") thick.
- WALL FINISH: Inside, outside and ceiling plaster with cement plaster with cement and sand mortar, outside wall shall be painted, Inside walls by Plaster of Paris.
- 4. **FLOOR**: At toilet and kitchen with tiles finish, verandah, Drawing/dining, bed room, passage etc. of floor tiles.
- DOOR AND WINDOWS: Door frames shall be made of Sal Wood.
 All internal doors shall be of flash door, Main Door shall be of

1% " thick panel with thick shutter of Gamari wood, Aluminium sliding window with Glass. All wooden surfaces shall be painted with one coat primer finish.

- 6. KITCHEN: At kitchen cooking platform with sink shall be furnished with GREEN stone 825 mm (2 ft 9 inch) high glazed tiles shall be provided over cooking platform only at cooking area upto 2-0 (two feet). The colour of glazed tiles shall be Developer's choice.
- 7. TOILET: tiles floor and 6 ft. 6" high glazed tiles from floor including dado. Two European (White in colour) shall be provided. The door of toilet shall be of P.V.C type door.
- 8. **ELECTRIFICATION**: All electrical works shall be concealed wiring with 25 nos.(minimum) of normal points and 2 Nos. of Power Points and 1 no. water supply line and electrical point for Gezer and Aqua guard (two BHK) and 32 nos. (minimum) of normal points and 2 Nos. of Power Points and 1 no. water supply line and electrical point for Gezer and Aqua guard (three BHK) and Common Electrical Point such as for lighting for stairs, common corridor and entrance passage at ground floor, parking space and pump for overhead reservoir shall also be provided.
- EXTRA WORK: Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of

WITNESSES:-

Pradyut Baran Komer

SIGNATURE OF THE LAND OWNER

Illumine Developers Pvt. Ltd.

Barthe Chelly is

Director

SIGNATURE OF THE DEVELOPER

Drafted by:

Advocate

MONEY RECEIPT

The Developer shall paid a sum of Rs. 1,00,000/- (Rupees One Lakh) only, as Security Amount, by way of Cash/Chaques to the Land Owner herein at the time of registered of this Development Agreement.

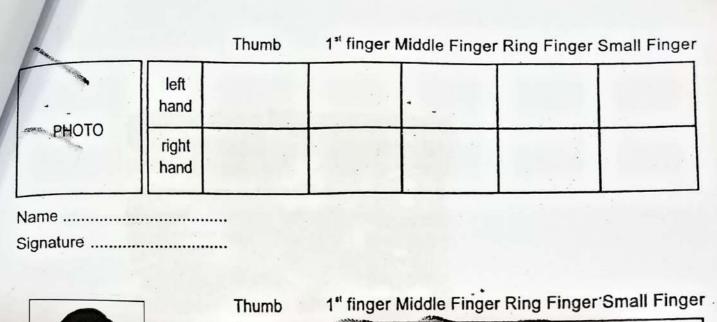
Date	Cash/ Cheque	Bank/Branch	Amount (Rs.)
15.12.2021	208725	IDFC/SERAMPORE	Bs. 1,00,000/-

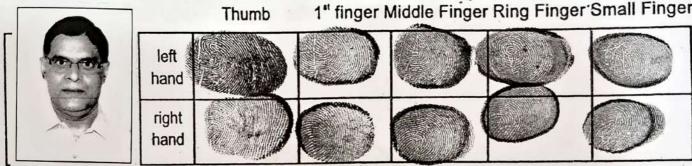
Total Rs.1,00,000/-

(RUPEES ONE LAKH) ONLY

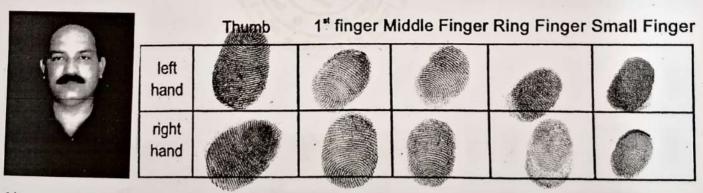
Pradjut Barcan Koner

SIGNATURE OF THE LAND OWNER





Signature Badyut Baran Koner

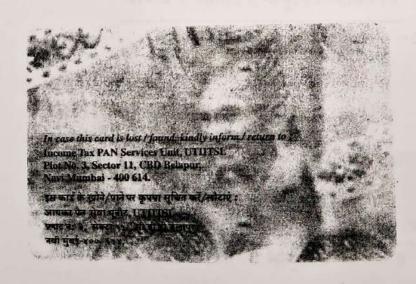


Signature Par Mr Chellynin

	Thumb	i linger	Middle Finger	King Finger	Small Finge
left hand					
right hand					
	hand right	hand right	left hand right	left hand right	left hand right

Name Signature









ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার Unique Identification Authority of India Government of India

ভালিকাভূক্তির আই ভি/Enrollment No.: 1040/19956/02643

N To N Serils day (Mills) Pradyut Baran Koner 42 SREERAMPUR ROAD, EAST Srirampur Garia South Twenty Four Parganas West Bengal 700084

MN159218031DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4004 1420 9849

আধার - সাধারণ মানুষের অধিকার



भारत सरकार GOVERNMENT OF INDIA

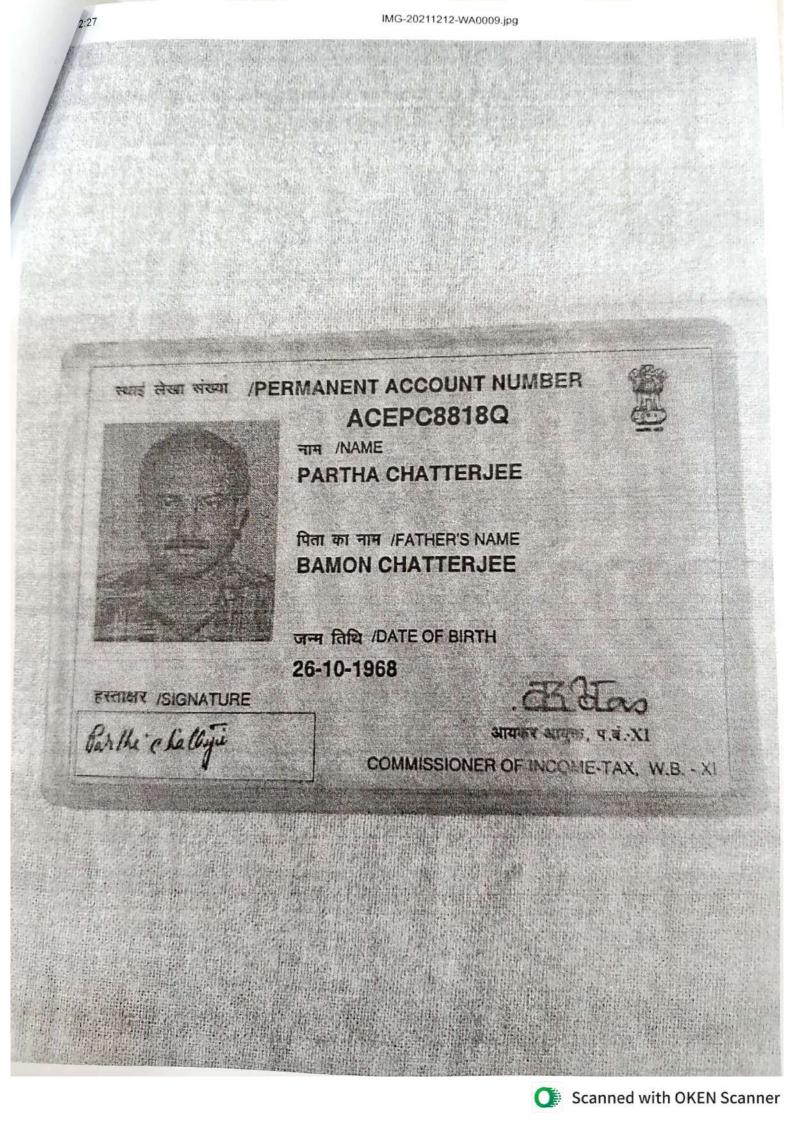


প্রদ্যোৎ বরন কোনার Pradyut Baran Koner পিতা : দিবাকর কোনার Father: DIBAKAR KONER জন্ম সাল / Year of Birth : 1956 পুরুষ / Male



4004 1420 9849

আধার - সাধারণ মানুষের অধিকার





To পার্থ চ্যাটার্জী Partha Chatterjee 34/F ASHUTOSH CHATTERJEE LANE MAHESH Serampore Mahesh

Serampur Uttarpara Hooghly West Bengal 712202

MN372571535FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

6069 4963 4300

আধার – সাধারণ মান্ষের অধিকার



প্রতি সরকার Governmentingladia

পার্থ চ্যাটার্জী Partha Chatterjee পিতা : বামন কুমার চ্যাটার্জী Father: Bamon Kumar Chatterjee জন্মতারিখ / DOB : 26/10/1968 পুরুষ / Male



6069 4963 4300

আধার – সাধারণ মানুষের





তথ্য

- আধার পরিচ্যের প্রমাণ, নাগরিকত্বের প্রমাণ ন্য।
- পরিচ্যের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

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



अत्र अधिक अतिहर जाधिकत्व Unique dentification Authority of India

ঠিকানা: 34/ইফ, আশুভোষ চ্যাটার্জী লেন, মাহেশ, গ্রীরামপুর, হগলী, মাহেশ, পশ্চিমবঙ্গ, 712202

34/F, ASHUTOSH CHATTERJEE LANE, MAHESH, Serampore, Hooghly, Mahesh, West Bengal, 712202

6069 4963 4300



WWW.



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

GRN Details

GRN:

192021220136112451

GRN Date:

14/12/2021 22:32:03

BRN:

IK0BKRZCU8

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

14/12/2021 22:12:05

Payment Ref. No:

2002592198/2/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Tanmoy Dhar

Address:

Ajoynagar

Mobile:

8981314794

Depositor Status:

Others

Query No:

2002592198

Applicant's Name:

Mr Rahul Dhar

Identification No:

2002592198/2/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

SI, No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002592198/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	19501
2	2002592198/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	1007
			Total	20508

TWENTY THOUSAND FIVE HUNDRED EIGHT ONLY. IN WORDS:

AND THE PERSONS NAMED IN COLUMN TO THE PERSON OF THE PERSO

Major Information of the Deed

ed No:	I-1630-05730/2021	Date of Registration	15/12/2021		
ouery No / Year	1630-2002592198/2021	Office where deed is re	egistered		
Query Date	12/12/2021 11:55:29 AM	1630-2002592198/2021			
Applicant Name, Address & Other Details	Rahul Dhar Ajoynagar,Thana : Purba Jadabp 700075, Mobile No. : 8981314794	rba Jadabpur, District : South 24-Parganas, WEST BENGAL, Pl 8981314794, Status :Deed Writer			
Transaction	Complete Anna Continue	Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4311] Other than Immovable Property, Receipt [Rs: 1,00,000/-]			
Set Forth value		Market Value			
Rs. 2/-	A THE COURT OF THE	Rs. 1,35,27,002/-			
Stampduty Paid(SD)	《公司》	Registration Fee Paid			
Rs. 20,001/- (Article:48(g))	ATTILL CANADIAN NO. AND THE STATE OF THE STA	Rs. 1,039/- (Article:E, B	, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urba		

Land Details:

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madurdaha, Road Zone: (Mundapara -- Nazirabad), , Premises No: 1888, , Ward No: 108 Pin Code: 700107

1 /-

100 sq ft

Total:

Sch	Plot Number	Khatian		Se Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
	(RS:-)		Bastu	5 Katha	1/-		Width of Approach Road: 20 Ft.,
	Grand	Total :		8.25Dec	1/-	135,00,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure

27,000 /-

Lord Details :

Name Name Photo Finger Print Signature Shri Pradyut Baran Koner Son of Late Dibakar Koner Executed by: Self, Date of Execution: 15/12/2021 Admitted by: Self, Date of Admission: 15/12/2021, Place Office Total LTI 15/12/2021

42, Sreerampur Road East, City:-, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx3M, Aadhaar No: 40xxxxxxxxx9849, Status: Individual, Executed by: Self, Date of Execution: 15/12/2021

, Admitted by: Self, Date of Admission: 15/12/2021 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	ILLUMINE DEVELOPERS PRIVATE LIMITED 34F, Ashutosh Chatterjee Lane, City:- Serampore, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202, PAN No.:: AAxxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

Shri Partha Chatterjee (Presentant) Son of Bamon Kumar Chatterjee Date of Execution - 15/12/2021, , Admitted by:		Por the chellogic	
Self, Date of Admission: 15/12/2021, Place of Admission of Execution: Office			
Dec 15 2021 2	:33PM LTI 15/12/2021	15/12/2021	

ILLUMINE DEVELOPERS PRIVATE LIMITED (as Director)

Rahul Dhar of Late Ranjit Dhar lovnagar, City:-, P.O:- Santoshpur, P.S: urba Jadabpur, District:-South 24Parganas, West Bengal, India, PIN: 700075 Photo Finger Print Signature Rahul Dhar Rahul Dhar

15/12/2021

15/12/2021

Identifier Of Shri Pradyut Baran Koner, Shri Partha Chatterjee

15/12/2021

SINO		To. with area (Name-Area)
1	Shri Pradyut Baran Koner	ILLUMINE DEVELOPERS PRIVATE LIMITED-8.25 Dec
	fer of property for S1	
OL Ma	From	To. with area (Name-Area)
SI.NO	FIOIII	ILLUMINE DEVELOPERS PRIVATE LIMITED-100.00000000 Sq Ft

Endorsement For Deed Number: I - 163005730 / 2021

5-12-2021

rtificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

dmissible 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 13:13 hrs on 15-12-2021, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Shri Partha Chatterjee ..

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 1,35,27,002/-

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

Execution is admitted on 15/12/2021 by Shri Pradyut Baran Koner, Son of Late Dibakar Koner, 42, Sreerampur Road East, P.O. Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Retired Person

Indetified by Mr Rahul Dhar, , , Son of Late Ranjit Dhar, Ajoynagar, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

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

Execution is admitted on 15-12-2021 by Shri Partha Chatterjee, Director, ILLUMINE DEVELOPERS PRIVATE LIMITED (Private Limited Company), 34F, Ashutosh Chatterjee Lane, City:- Serampore, P.O:- Mahesh, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202

Indetified by Mr Rahul Dhar, , , Son of Late Ranjit Dhar, Ajoynagar, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,039/- (B = Rs 1,000/-, E = Rs 7/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2021 10:33PM with Govt. Ref. No: 192021220136112451 on 14-12-2021, Amount Rs: 1,007/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BKRZCU8 on 14-12-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,001/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 19,501/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 39758, Amount: Rs.500/-, Date of Purchase: 14/12/2021, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2021 10:33PM with Govt. Ref. No: 192021220136112451 on 14-12-2021, Amount Rs: 19,501/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BKRZCU8 on 14-12-2021, Head of Account 0030-02-103-003-02

Rita Lepcha DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2021, Page from 187757 to 187809 being No 163005730 for the year 2021.



Digitally signed by RITA LEPCHA DAS Date: 2021.12.15 16:38:56 +05:30 Reason: Digital Signing of Deed.

(Rita Lepcha) 2021/12/15 04:38:56 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)

