

9639

2-7207/18

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 906772

13/8/18
8-23
227283

Certified that the document is admitted to registration. The signature sheet/sheet's & the enforcement order/sheet's attached with this document's are the part of this document.

[Signature]

Additional District Sub-Registrar
Rajmahal, New Town, North 24 Parganas

14 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 13th day of August
Two thousand Eighteen 2018 BETWEEN

Pratibha Banerjee

[Faint handwritten notes and stamps]

1846 00-8-18

100/ Paray Barman
Sealdah Court
Kol-19

নং _____ তার _____ মূল্য _____
ক্রয়তার নাম _____
স্টাম্প ডেডার স্বাক্ষর _____
বিধান নগর (সফটলেন্ড সিটি) এ. ডি. এস. অর. _____
মোট স্টাম্প ক্রয় তা _____
চালান নং _____ মোট কত টাকা বরিত _____
উজারী বাগ-কপুর ভেজার-মিতা দত্ত

25 JUL 2018

890000

Birendro Bhawal



5795

BHAGAT CONSTRUCTION
Birendro Bhawal
Proprietor



5796

Mr Paray Barman



Additional District Sub-Registrar
Rajshahi, New Town, North 24 Parganas

Paray Barman
S/o Paray Kr. Barman
Sealdah Court
P.O & P.S- Entally
Kol- 700 014

13 AUG 2018

MR BRAHMA PADA SARKHEL (Pan No. AKLPS4309R), Mob-98746-49928, son of Late Biswanath Sarkhel, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Flat No. 4B, T-3, HIG, "Greenfield Ambition" P.O – Hatiara, P.S – ^{NEW TOWN} ~~Narayana~~pur, Action area – 2D, Hatiara, North 24 Parganas, W.B, Kolkata – 157, (hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **ONE PART**.

AND

BHAGAT CONSTRUCTION a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, hereinafter called and referred to as the "**DEVELOPER/ PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **OTHER PART**.

Birendra Bhagat

1. *Recitals & Background of the Premises :*

- 1.1 *Ownership of Bramha Pada Sarkhel :* The Owner herein is the recorded owner of ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **4 (four) Cottahs 4 (four) Chittack 42 (fourty two) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **5(five) Chittack 36 (thirty six) Sq.ft** comprised in R.S/L.R Dag No. 19/732, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 33(thirty three) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated Plot No. A-1, L.R Khatian No. 1440, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist –

24Parganas(N) Kolkata – 700 135, by way of Deed of Conveyance (in Bengali) duly registered on 19/05/2014 at the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 9, Pages from 4394 to 4413, being No. 05610 for the year 2014, and the said land got mutated and have been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

- 1.2 **Project property** : ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **4 (four) Cottahs 4 (four) Chittack 42 (fourty two) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **5(five) Chittack 36 (thirty six) Sq.ft** comprised in R.S/L.R Dag No. 19/732, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 33(thirty three) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated Plot No. A-1, L.R Khatian No. 1440, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135.
- 1.3 **Development Agreement by & between the parties herein**: said Bramha Pada Sarkhel present owner herein due to his busy schedule and lack of time is not able to develop the above mentioned plot of land, hence he has decided to enter in the present Development Agreement together with the Developer herein with a proposal to take the consideration as an advance money which is refundable after handing over the owner's allocation a sum of Rs. 4,00,000/- (Rupees four lac) only of which a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only shall be paid at the time execution of this agreement and balance a sum of Rs.1,50,000/- (Rupees one lac fifty thousand) only shall be paid after plan sanction and in kind 38% of built up area of the total construction of the proposed building in habitable condition and for the smooth running of the said project, he has agreed to execute the Development Agreement, and a registered Development Power of Attorney of which the owner herein has appointed and nominated the said Bhagat Construction Developer herein as their constituted Attorney and to avoid future contradiction and confrontation the owner, have agreed to execute this preparatory agreement with proper notification of the allocation shared between the owners and Developer as mutually agreed upon and the owner herein agreed to develop the aforesaid building on the following terms and conditions.

- 1.4 **Registered Development Power of Attorney:** For the smooth running of the said project, the said BRAMHA PADA SARKHEL agreed to execute a registered Development Power of Attorney, by which the Landowner herein shall appoint and nominate present Developer herein as his Constituted Attorney.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:-

ARTICLE - I, DEFINITION

2.1 **BUILDING**

Shall mean multi-storied building so to be constructed according to plan to be sanctioned by the Developer herein under Rajarhat Bishnupur 2no. Gram Panchayat and so to be constructed on the plot of "Bagan" land containing by admeasuring an area of **4 (four) Cottahs 4 (four) Chittack 42 (fourty two) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **5(five) Chittack 36 (thirty six) Sq.ft** comprised in R.S/L.R Dag No. 19/732, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 33(thirty three) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated Plot No. A-1, L.R Khatian No. 1440, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, More fully and particularly described in the First Schedule written hereunder and the said building hereinafter referred to as the "SAID BUILDING".

2.2 **COMMON FACILITIES AND AMINITIES** :

Shall mean entrance of the building, staircase, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.3 **SALEBLE SPACE** :

Shall mean the space within the building which is to be available as a unit / flat for independent use and occupation.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **4 (four) Cottahs 4 (four) Chittack 42 (fourty two) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **5(five) Chittack 36 (thirty six) Sq.ft** comprised in R.S/L.R Dag No. 19/732, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 33(thirty three) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated **Plot No. A-1**, L.R Khatian No. 1440, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.L.No. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135. This is butted and bounded by:

ON THE NORTH : 10' - 0" Panchayat Road
 ON THE SOUTH : Land of R.S Dag No.19/732
 ON THE EAST : Plot No. B-1, Tapas Chanda
 ON THE WEST : 16' - 0" Panchayat Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

As per Development Agreement Developer shall construct multi-storied building on the said land and Owner shall get the consideration as an advance money which is refundable after handing over the owner's allocation a sum of Rs. 4,00,000/- (Rupees four lac) only of which a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only shall be paid at the time execution of this agreement and balance a sum of Rs.1,50,000/- (Rupees one lac fifty thousand) only shall be paid after pda sanction and in kind 38% of built up area of the total construction of the proposed building in habitable condition. Owner shall refund the aforesaid amount without interest at the time of handing over the owner's allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Shall mean 62% built up area of the proposed multi storied building (excluding Owner's allocation), including the proportionate share of land, common facilities, common parts and common amenities of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the work)

FOUNDATION: R.C.C foundation and framed structure for each.

WALL : 8" / 5" Thick main wall, 5" / 3" thick wall for all floors of the building.

FLOOR : Vitrified tiles finish / Marble

INTERIOR WALLS : walls finished with plaster of paris

DOOR : Main Door shall be wooden and other shall be flash door.

WINDOWS : Aluminum sliding window with clear glass, grill.

KITCHEN : Polish Green counter top and glazed tiles up to 3 ft. height over counter top.

TOILET : Glazed tiles up to lintel level, hot & cold water system.

ELECTRICAL WARING : Concealed wiring with copper wire and switches of reputed company.

WATER SUPPLY : 24 Hours water supply, Sub Marshall Pump. And also install Iron removal plant.

LIFT : Automatic Lift.

GENERATOR : 24 hours Generator Service.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand seals on the day, month and year above written

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of :-

1. Paraj Barman
Sealdah Court
P.O.P.S - Entally
KOL - 700 014

2. Ajay Singh
Solea Mondel Para
Rajarhat Rd
KOL - 136
P.S - Airport

Mr. Paraj Barman

SIGNATURE OF THE OWNER

BHAGAT CONSTRUCTION

Biswanta Bhagat
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by :

PARAJ BARMAN

Paraj Barman

(Advocate)

39, Chinar park, Rajarhat Road

Kolkata - 700 157.

Enrollment No. WB 1576/2003,

Sealdah Court, Mob - 9831141856



MEMO OF CONSIDERATION

RECEIVED with thanks of and from the within named Developer a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only as a refundable advance money with good health and sound mind and put my signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

Dated Cheque/cash Bank Amount

13/08/2018 003560 Standard Chartered B. 2,50,000/- cv

Total = Rs 2,50,000.00

(Rupees two lac fifty thousand) only

SIGNED SEALED AND DELIVERED
By the Owner at Kolkata
In the presence of:

1. Paraj Barman

[Handwritten Signature]

Signature of the Owner

2. Ajay Singh

Birandra Bhasin

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 308892 to 308922

being No 152309309 for the year 2018.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2018.08.23 14:03:20 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 23-08-2018 2:01:14 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

7638

2-7308/18

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 906773

17/8/18
8-20
2272/14

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

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

14 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 13th day of August
Two thousand Eighteen 2018 BETWEEN

Miscellaneous Adm/Reg



Faint handwritten text at the bottom of the page, possibly a signature or date.

1847 09-8-18

500/- Paraj Barman
Sealdah Court
KOL-14

নং _____ ডাঃ _____ মূল্য _____
ক্রেতার নাম _____
স্বাম্প ভেডার স্বাক্ষর _____
বিধান নগর (সেন্ট্রাল সিটি) এ. ডি. এস. অফিস
মোট স্বাম্প ক্রয় তা' _____
চালান নং _____ মোট কত টাকা স্বরিত
টুওয়ারী বানাকপুর ভেডার মিতা দর

25 JUL 2018

890000

Bisendra Bheja



5795

BHAGAT CONSTRUCTION
Bisendra Bheja
Proprietor



5797

Tapas Chandra



Paraj Barman A/c
S/O Parajay Kr. Barman
PO Sealdah Court
P.O P.S. - Entally
KOL-14

Additional District Registrar
Rajshahi, New Town, North 24 Parganas

13 AUG 2018

MR TAPAS CHANDA (Pan No. ACSPC7585L), Mob- 98302-35011, son of Late Soubhagya Chanda, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 6/2D, Rani Rasmani Garden Lane, P.O & P.S – Tangra, Kolkata – 700 015, South 24 Parganas (hereinafter called and referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **ONE PART**.

A N D

BHAGAT CONSTRUCTION a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, hereinafter called and referred to as the “**DEVELOPER/ PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **OTHER PART**.

1. Recitals & Background of the Premises :

- 1.1 Ownership of Tapas Chanda :** The Owner herein is the recorded owner of ALL THAT the piece and parcel of “Bagan” land containing by admeasuring an area of **3 (three) Cottahs 11 (eleven) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and “Bastu” land containing by admeasuring an area of **15(fifteen) Chittack 30 (thirty) Sq.ft** comprised in R.S/L.R Dag No. 19/732 i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated **Plot No. B-1, L.R Khatian No. 1439**, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist –

24Parganas(N) Kolkata – 700 135, by way of Deed of Conveyance (in Bengali) duly registered on 19/05/2014 at the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 9, Pages from 4414 to 4434, being No. 05611 for the year 2014, and the said land got mutated and have been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

- 1.2 **Project property** : ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **3 (three) Cottahs 11 (eleven) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **15(fifteen) Chittack 30 (thirty) Sq.ft** comprised in R.S/L.R Dag No. 19/732 i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated Plot No. B-1, L.R Khatian No. 1439, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135,
- 1.3 **Development Agreement by & between the parties herein**: said Tapas Chanda present owner herein due to his busy schedule and lack of time is not able to develop the above mentioned plot of land, hence he has decided to enter in the present Development Agreement together with the Developer herein with a proposal to take the consideration as an advance money which is refundable after handing over the owner's allocation a sum of Rs. 4,00,000/- (Rupees four lac) only of which a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only shall be paid at the time execution of this agreement and balance a sum of Rs.1,50,000/- (Rupees one lac fifty thousand) only shall be paid after plan sanction and in kind 38% of built up area of the total construction of the proposed building in habitable condition and for the smooth running of the said project, he has agreed to execute the Development Agreement, and a registered Development Power of Attorney of which the owner herein has appointed and nominated the said Bhagat Construction Developer herein as their constituted Attorney and to avoid future contradiction and confrontation the owners have agreed to execute this preparatory agreement with proper notification of the allocation shared between the owners and Developer as mutually agreed upon and the owner herein agreed to develop the aforesaid building on the following terms and conditions.

1.4 **Registered Development Power of Attorney:** For the smooth running of the said project, the said TAPAS CHANDA agreed to execute a registered Development Power of Attorney, by which the Landowner herein shall appoint and nominate present Developer herein as his Constituted Attorney.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:-

ARTICLE - I, DEFINITION

2.1 BUILDING

Shall mean multi-storied building so to be constructed according to plan to be sanctioned by the Developer herein under Rajarhat Bishnupur 2no. Gram Panchayat and so to be constructed on the plot of "Bagan" land containing by admeasuring an area of **3 (three) Cottahs 11 (eleven) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **15(fifteen) Chittack 30 (thirty) Sq.ft** comprised in R.S/L.R Dag No. 19/732 i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated Plot No. B-1, L.R Khatian No. 1439, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, More fully and particularly described in the First Schedule written hereunder and the said building hereinafter referred to as the "SAID BUILDING".

2.2 COMMON FACILITIES AND AMINITIES :

Shall mean entrance of the building, staircase, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.3 SALEBLE SPACE :

Shall mean the space within the building which is to be available as a unit / flat for independent use and occupation.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **3 (three) Cottahs 11 (eleven) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **15(fifteen) Chittack 30 (thirty) Sq.ft** comprised in R.S/L.R Dag No. 19/732 i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft Tali Shade Structure as demarcated **Plot No. B-1**, L.R Khatian No. 1439, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135. This is butted and bounded by:

- ON THE NORTH : 10' - 0" Panchayat Road
- ON THE SOUTH : Land of R.S Dag No.19/732
- ON THE EAST : Plot No. C-1, Basudev Dey
- ON THE WEST : Plot No. A-1, Brahma Pada Sarkhel

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

As per Development Agreement Developer shall construct multi-storied building on the said land and Owner shall get the consideration as an advance money which is refundable after handing over the owner's allocation a sum of Rs. 4,00,000/- (Rupees four lac) only of which a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only shall be paid at the time execution of this agreement and balance a sum of Rs.1,50,000/- (Rupees one lac fifty thousand) only shall be paid after plan sanction and in kind 38% of built up area of the total construction of the proposed building in habitable condition. Owner shall refund the aforesaid amount without interest at the time of handing over the owner's allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Shall mean 62% built up area of the proposed multi storied building (excluding Owner's allocation), including the proportionate share of land, common facilities, common parts and common amenities of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the work)

FOUNDATION: R.C.C foundation and framed structure for each.

WALL : 8" / 5" Thick main wall, 5" / 3" thick wall for all floors of the building.

FLOOR : Vitrified tiles finish / Marble

INTERIOR WALLS : walls finished with plaster of paris

DOOR : Main Door shall be wooden and other shall be flash door.

WINDOWS : Aluminum sliding window with clear glass, grill.

KITCHEN : Polish Green counter top and glazed tiles up to 3 ft. height over counter top.

TOILET : Glazed tiles up to lintel level, hot & cold water system.

ELECTRICAL WARING : Concealed wiring with copper wire and switches of reputed company.

WATER SUPPLY : 24 Hours water supply, Sub Marshall Pump. And also install Iron removal plant.

LIFT : Automatic Lift.

GENERATOR : 24 hours Generator Service.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand seals on the day, month and year above written

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of :-

Paraj Barman
1. Sealdah Court
P.O.P.S - Bistally
KOL 700014

Tapan Chandra

SIGNATURE OF THE OWNER

2. Ajay Singh
Solu Mondal Para
Rajarhat Rd
KOL - 136
P.S - Airport

BHAGAT CONSTRUCTION

Bijendra Bhagat

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by:
PARAJ BARMAN

Paraj Barman
Adv.

(Advocate)

39, Chinar park, Rajarhat Road
Kolkata - 700 157.
Enrollment No. WB 1576/2003,
Sealdah Court, Mob - 9831141856

MEMO OF CONSIDERATION

RECEIVED with thanks of and from the within named Developer a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only as a refundable advance money with good health and sound mind and put my signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

<u>Dated</u>	<u>Cheque/cash</u>	<u>Bank</u>	<u>Amount</u>
13/08/2018	003562	standard Cherto	Rs. 2,50,000.00

Paraj Barman 16/8/18

Total = Rs. 2,50,000.00

(Rupees two lac fifty thousand) only

SIGNED SEALED AND DELIVERED

By the Owner at Kolkata

In the presence of:

1. Paraj Barman
Adv.

Tapas Chanda

Signature of the Owner

2. Ajay Singh



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

13 AUG 2018

State of Registration under section 60 and Rule 69.
Registered in Book - I

Volume number 1523-2018, Page from 308923 to 308953
Deed No 152309308 for the year 2018.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2018.08.23 14:25:57 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 23-08-2018 2:25:38 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

237

2-7356/18

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 906753

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

13/8/18
8-13
227215

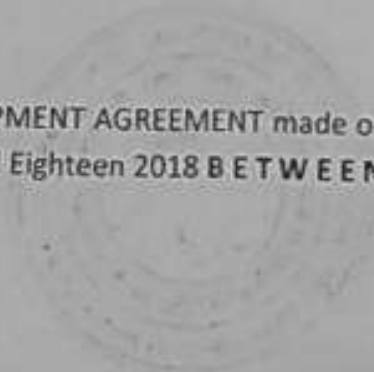
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

14 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 13th day of August
Two thousand Eighteen 2018 BETWEEN

Signature Sheet



Faint handwritten notes and signatures at the bottom right of the page.

600

03-8-18 500/

নং _____ তার _____ খ্রিঃ _____
 ক্রেতার নাম _____
 ট্যাম্প ডেভার স্বাক্ষর _____
 বিধান নগর (সল্টলেক সিটি) এ ডি. এস. আর. ও
 মোট ট্যাম্প ক্রয় তা _____
 মনোনং _____ মোট কত টাকা খরিস _____

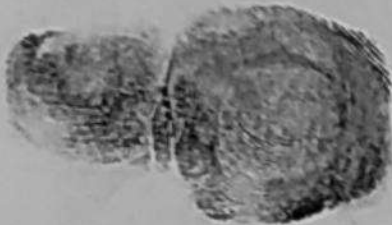
Paraj Barman
 Advoleli
 Sealdah Cant

25 JUL 2018

টঙ্গরী বারাকপুর ডেভার-মিতা দস্ত

890000

Birendra Bhagat

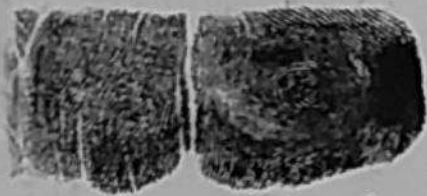


5795

BHAGAT CONSTRUCTION

Birendra Bhagat

Proprietor



5798

Basudeb Dey



Additional District Sub-Registrar
 Rajarhat, New Town, North 24 Parganas

Paraj Barman
 Adv
 50 Parkay Kr. Barman
 Sealdah Coast
 R.O.P.S. - Entally
 Kol- 700014

13 AUG 2018

MR BASUDEV DEY, (Pan No. ADVPD0734E), Mob-98302-35022, son of Late Randa Prasad Dey by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Vill – Ramkrishna Pally, P.O – Batanagar, P.S – Mahashtala, Kolkata – 700 140, South 24 Parganas, (hereinafter called and referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **ONE PART**.

A N D

BHAGAT CONSTRUCTION a proprietorship firm having its office at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H), Mob-98312-52702**, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, hereinafter called and referred to as the “**DEVELOPER/ PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **OTHER PART**.

1. Recitals & Background of the Premises :

- 1.1 Ownership of Basudev Dey :** The Owner herein is the recorded owner of ALL THAT the piece and parcel of “Bagan” land containing by admeasuring an area of **1 (one) Cottahs 8 (eight) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and “Bastu” land containing by admeasuring an area of **3(three) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 19/732 and “Danga” land containing by admeasuring an area of **2 (two) Cottahs 15(fifteen) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 20, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft tali Shade structure thereon as demarcated **Plot No. C-1**, L.R Khatian No. 1441, lying and situate at Mouza- Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist –

24Parganas(N) Kolkata – 700 135, by way of Deed of Conveyance (in Bengali) duly registered on 19/05/2014 at the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 9, Pages from 4435 to 4455, being No. 05612 for the year 2014, and the said land got mutated and have been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

- 1.2 **Project property** : ALL THAT the piece and parcel of “Bagan” land containing by admeasuring an area of **1 (one) Cottahs 8 (eight) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and “Bastu” land containing by admeasuring an area of **3(three) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 19/732 and “Danga” land containing by admeasuring an area of **2 (two) Cottahs 15(fifteen) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 20, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft tali Shade structure thereon as demarcated Plot No. C-1, L.R Khatian No. 1441, lying and situate at Mouza- Chato Chandpur, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135,
- 1.3 **Development Agreement by & between the parties herein**: said Basudev Dey present owner herein due to his busy schedule and lack of time is not able to develop the above mentioned plot of land, hence he has decided to enter in the present Development Agreement together with the Developer herein with a proposal to take the consideration as an advance money which is refundable after handing over the owner’s allocation a sum of Rs. 4,00,000/- (Rupees four lac) only of which a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only shall be paid at the time execution of this agreement and balance a sum of Rs.1,50,000/- (Rupees one lac fifty thousand) only shall be paid after plan sanction and in kind 38% of built up area of the total construction of the proposed building in habitable condition and for the smooth running of the said project, he has agreed to execute the Development Agreement, and a registered Development Power of Attorney of which the owner herein has appointed and nominated the said Bhagat Construction Developer herein as their constituted Attorney and to avoid future contradiction and confrontation the owners have agreed to execute this preparatory agreement with proper notification of the allocation shared between the owners and Developer as mutually agreed upon and the owner herein agreed to develop the aforesaid building on the following terms and conditions.

- 1.4 **Registered Development Power of Attorney:** For the smooth running of the said project, the said BASUDEV DEY agreed to execute a registered Development Power of Attorney, by which the Landowner herein shall appoint and nominate present Developer herein as his Constituted Attorney.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:-

ARTICLE - I, DEFINITION

2.1 BUILDING

Shall mean multi-storied building so to be constructed according to plan to be sanctioned by the Developer herein under Rajarhat Bishnupur 2no. Gram Panchayat and so to be constructed on the plot of "Bagan" land containing by admeasuring an area of **1 (one) Cottahs 8 (eight) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **3(three) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 19/732 and "Danga" land containing by admeasuring an area of **2 (two) Cottahs 15(fifteen) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 20, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittack 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft tali Shade structure thereon as demarcated Plot No. C-1, L.R Khatian No. 1441, lying and situate at Mouza- Chato Chandpur, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist – 24Parganas(N) Kolkata – 700 135, More fully and particularly described in the First Schedule written hereunder and the said building hereinafter referred to as the "SAID BUILDING".

2.2 COMMON FACILITIES AND AMINITIES :

Shall mean entrance of the building, staircase, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or mañagement of the said building by all occupiers of the building.

for construction of the building, including its modification and amenities and alteration if made at the cost and expenses of the developer and the developer shall bear and pay all such charges for the sanction of the building plan as shall be required by the competent authority.

2.8 BUILT UP AREA :

Here built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common portion wall between two flats / unit and cent percent area covered by the individual wall for the said flat / unit.

2.9 ADVOCATE FOR THE PROJECT:

Shall mean Paraj Barman (Advocate), 39, Chinar Park, Rajarhat Road, P.O – Hatiara, Kolkata – 700 157.

2.10 COVERED AREA :

Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift, (if any).

2.11 SUPER BUILT UP AREA :

Here super built up area means the total covered area plus 25 % of the covered area service area.

ARTICLE - II, COMMENCEMENT

3.1 This Agreement shall be deemed to have been commenced on and with effect from ^{13th} day of ^{August}, 2018.

ARTICLE - III, LANDOWNER'S RIGHT & REPRESENTATION

4.1 **Rightful legal possession:** The Land Owner is now seized and possessed of and /or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.

Birendra Bhadra

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT the piece and parcel of "Bagan" land containing by admeasuring an area of **1 (one) Cottahs 8 (eight) Chittack 4 (four) Sq.ft** comprised in R.S/L.R Dag No. 19, and "Bastu" land containing by admeasuring an area of **3(three) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 19/732 and "Danga" land containing by admeasuring an area of **2 (two) Cottahs 15(fifteen) Chittack 15 (fifteen) Sq.ft** comprised in R.S/L.R Dag No. 20, i.e. in total Land measuring **4 (four) Cottahs 10 (ten) Chittak 34(thirty four) Sq.ft** more or less, along with 100 Sq.ft tali Shade structure thereon as **demarcated Plot No. C-1**, L.R Khatian No. 1441, lying and situate at Mouza-Chato Chandpur, Re, Sa No. 122, Touzi No. 2998, J.LNo. 43, P.S- Rajarhat, under Rajarhat Bishnupur 2no. Gram Panchayat, Dist - 24Parganas(N) Kolkata - 700 135. This is butted and bounded by:

ON THE NORTH : 10' - 0" Panchayat Road
 ON THE SOUTH : Land of R.S Dag No.19/732
 ON THE EAST : Mouza - Bishnupur, J.L No.44
 ON THE WEST : Plot No. B-1, Sri Tapas Chanda

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

As per Development Agreement Developer shall construct multi-storied building on the said land and Owner shall get the consideration as an advance money which is refundable after handing over the owner's allocation a sum of Rs. 4,00,000/- (Rupees four lac) only of which a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only shall be paid at the time execution of this agreement and balance a sum of Rs.1,50,000/- (Rupees one lac fifty thousand) only shall be paid after plan sanction and in kind 38% of built up area of the total construction of the proposed building in habitable condition. Owner shall refund the aforesaid amount without interest at the time of handing over the owner's allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Shall mean 62% built up area of the proposed multi storied building (excluding Owner's allocation), including the proportionate share of land, common facilities, common parts and common amenities of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the work)

FOUNDATION: R.C.C foundation and framed structure for each.

WALL : 8" / 5" Thick main wall, 5" / 3" thick wall for all floors of the building.

FLOOR : Vitrified tiles finish / Marble

INTERIOR WALLS : walls finished with plaster of paris

DOOR : Main Door shall be wooden and other shall be flash door.

WINDOWS : Aluminum sliding window with clear glass, grill.

KITCHEN : Polish Green counter top and glazed tiles up to 3 ft. height over counter top.

TOILET : Glazed tiles up to lintel level, hot & cold water system.

ELECTRICAL WARING : Concealed wiring with copper wire and switches of reputed company.

WATER SUPPLY : 24 Hours water supply, Sub Marshall Pump. And also install Iron removal plant.

LIFT : Automatic Lift.

GENERATOR : 24 hours Generator Service.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand seals on the day, month and year above written

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of :-

1. Paraj Barman
Sealdah Court-
P.O R.P.S - Entally
Kolkata - 700014

2. Ajay Singh
Solua Mondal Para
Rajarhat Rd
KOL - 136
P.S - Airport

Basunder Singh

SIGNATURE OF THE OWNER

BHAGAT CONSTRUCTION

Birendra Bhagat

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by :

PARAJ BARMAN

Paraj Barman

(Advocate)

39, Chinar park, Rajarhat Road

Kolkata - 700 157.

Enrollment No. WB 1576/2003,

Sealdah Court, Mob - 9831141856

MEMO OF CONSIDERATION

RECEIVED with thanks of and from the within named Developer a sum of Rs. 2,50,000/- (Rupees two lac fifty thousand) only as a refundable advance money with good health and sound mind and put my signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

<u>Dated</u>	<u>Cheque/cash</u>	<u>Bank</u>	<u>Amount</u>
13/08/2018	003563	standard Chartered	Rs. 2,50,000.00 ✓

Birendra Bhaola

Total = Rs. 2,50,000.00

(Rupees two lac fifty thousand) only

SIGNED SEALED AND DELIVERED

By the Owner at Kolkata ;

In the presence of:

1. Paraj Barman
Adv.

Sasudor Singh

Signature of the Owner

2. Ajay Singh



*Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas*

13 AUG 2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 308974 to 309005

being No 152309306 for the year 2018.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2018.08.23 14:50:37 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 23-08-2018 2:50:32 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

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