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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the document is admitted
 Registration. The signature sheets and the
 endroesement sheets attached with the
 document are the part of this document.

District Sub-Register-II
 Alipore, South 24-Parganas

28 APR 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 28th day of April in the
 Year Two Thousand Twenty Three (2023) A.D.

25 APR 2023

No. 1744 Re. 1907 Date
Name S. Dhan (Apt)
Address D. W. Road, Judges Court
Vendor Sign. Shekhar Ch. Halder

S. C. Halder
Licensed Stamp Vendor
Alipore Judges Court
Kolkata - 700027



District Sub Registrar-II
Alipore, South 24 Parganas
28 APR 2023

certified by me:-
Subhotosh Dhan
D. W. Road
Kolkata - 700027

BY AND BETWEEN

SRI. PRASANTA KUMAR DAS (PAN : ADKPD1784H), (AADHAAR NO. : 6736 6525 7447) son of Late Pabitra Kumar Das, by Nationality – Indian, by Faith – Hindu, by Occupation : Service, residing at 8/20A, Netaji Nagar, P.S. Jadavpur presently Netaji Nagar; P.O. : Regent Estate, Kolkata - 700092, District : South 24 Parganas, hereinafter called and referred to as the **OWNER / LANDLORD** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

M/S. B. M. ENTERPRISE, a Proprietorship Firm, having its Registered office at 80, Regent Place, Post Office- Regent Park, P.S.- Golf Green previously Jadavpur, Kolkata – 700 040 being represented by its sole proprietor namely **SRI SUMAN BHATTACHARJEE, (PAN ALNPB1709P) (AADHAAR No. 4037 4183 5141)**, son of Late Bijoy Bhattacharjee, by Nationality : Indian, by Faith : Hindu, by Occupation : Business, residing at 80, Regent Place, Post Office- Regent Park, P.S.- Golf Green previously Jadavpur, Kolkata – 700 040, District : South 24 Parganas, hereinafter called and referred to as the **“DEVELOPER”**, (which expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include its successors-in-office, successors-in interest, legal representatives, executors, administrators, and assigns) of the **OTHER PART**.

WHEREAS, after the partition of India a large number of residents of former East Pakistan crossed and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control. The Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.

AND WHEREAS, a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes and Smt. Sumita Bala Das wife of Sarat Kumar Das was one of such persons who had come to use and occupy all that piece and parcel of homestead land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, P.S. Jadavpur, District : South 24 Parganas.

AND WHEREAS, said Sumita Bala Das died sometime in the Year of 1953 and her husband Sri. Sarat Kumar Das also died sometimes in the year of 1957 leaving behind them, surviving three sons namely i.e., (i) Sri. Pabitra Kumar Das, (ii) Sri. Bijoy Kumar Das and (iii) Sri. Benoy Kumar Das as the legal heirs and successors of deceased Sumita Bala Das & Sarat Kumar Das as per the Hindu Succession Act, 1956.

AND WHEREAS, it is pertinent to mention herein that said Sri. Benoy Kumar Das started to reside permanently at Subhasgram with his family by erecting structures thereon, leaving all his possession right, title, and interest over the said property.

AND WHEREAS, said (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das being refugees displaced from East Pakistan (Now People's Republic of Bangladesh) approached The Government of West Bengal for a plot of land for their rehabilitation.

AND WHEREAS, the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (Now People's Republic of Bangladesh) acquired land in C.S. Dag No. 249(P) Mouza : Roypur, within the jurisdiction of Police Station Jadavpur, in the District of South 24 Parganas in the urban area under the provisions of LDP Act, 1948/L.A. Act I of 1894, including the plot in occupation of (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das.

AND WHEREAS, in accordance with such request and for the purpose of rehabilitation the Government of State of West Bengal by a lease dated 13.09.1984 transferred in favour of (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das all that piece and parcel of Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, P.S. Jadavpur, District : 24 Parganas now South 24 Parganas for a period of 99 years as from the date of the transfer on the terms and conditions as stated therein.

AND WHEREAS, the Government of West Bengal decided to confer absolute right title and interest by way of "Gift" of the said plot of land in favour of (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das so as to confer absolute right title and interest in the said land where they have been residing peacefully for a long time.

AND WHEREAS, on 20th Day of January, 1989, the Governor of the State of West Bengal as Donor gifted all that piece and parcel of homestead land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, P.S. Jadavpur, District : South 24 Parganas to (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das the Donee therein by a registered Gift Deed and said the Gift Deed duly registered at Additional District Sub Registrar at Alipore South 24 Parganas and recorded in Book No. I, Volume No. 7, Pages : 85 to 88, Being No. 472, for the Year 1989.

AND WHEREAS, by virtue of the aforesaid Gift Deed No. 472 for the Year 1989 said (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das became the absolute owner of all that piece and parcel of homestead land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, P.S. Jadavpur, District : South 24 Parganas.

AND WHEREAS, the property was recorded in the records of Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the said property was numbered as premises No. 349/267, Netaji Subhas Chandra Bose Road under

Ward No. 098, Borough : X and was assessed under the Assessee No. 210980654722. The premises was also allotted a separate mailing address by the postal department being known as 8/20A, Netaji Nagar, Kolkata - 700092.

AND WHEREAS, said (i) Sri. Pabitra Kumar Das & (ii) Sri. Bejoy Kumar Das duly constructed a Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netaji Nagar, Kolkata - 700092, District : South 24 Parganas, which is morefully and particularly mention in the Schedule "A" hereunder written.

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AND WHEREAS, on 30.11.2007 said Sri. Bejoy Kumar Das died intestate as bachelor leaving behind him surviving his two brothers namely (i) Sri. Pabitra Kumar Das & (ii) Sri. Binoy Kumar Das as his legal heirs, heiress and successors as per Hindu Succession Act, 1956.

AND WHEREAS, said (i) Sri. Pabitra Kumar Das became the owner of 3/4th Share & (ii) Sri. Binoy Kumar Das became the owner of 1/4th Share in all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No.

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210980654722, within the jurisdiction of P.S. : Jadavpur presently Netajinagar Kolkata - 700092, District : South 24 Parganas.

AND WHEREAS, on 07.02.2013 said Sri. Pabitra Kumar Das died intestate leaving behind him surviving his widow Smt. Minu Das and one son Sri. Prasanta Kumar Das and one married daughters namely Smt. Kalpana Singha as his legal heirs, heiress and successors as per Hindu Succession Act, 1956.

AND WHEREAS, by virtue of the aforesaid inheritance said (i) Smt. Minu Das, (ii) Sri. Prasanta Kumar Das and (iii) Smt. Kalpana Singha became the absolute undivided owners having 3/4th Share, of right, title, interest in all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netaji, Kolkata - 700092, District : South 24 Parganas.

AND WHEREAS, on 20.02.2015 said (i) Smt. Minu Das, (ii) Smt. Kalpana Singha & (iii) Sri. Binoy Kumar Das gifted their undivided 3/4th Share of right, title & interest in all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently

Netajinagar, Kolkata - 700092, District : South 24 Parganas to Sri. Prasanta Kumar Das by a registered Gift Deed and the said Gift Deed duly registered at District Sub - Registrar - I, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 3, Pages : 1815 to 1833, Being no. 00615 for the Year 2015.

AND WHEREAS, partially by virtue of inheritance from his deceased father Sri. Pabitra Kumar Das and partially by virtue of aforesaid Gift Deed No. 00615 for the Year 2015 said Sri. Prasanta Kumar Das became the absolute owner of all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netajinagar, Kolkata - 700092, District : South 24 Parganas. which is morefully and particularly mentioned in the Schedule "A" hereunder written

AND WHEREAS, said Sri. Prasanta Kumar Das duly mutated his name in the records of Kolkata Municipal Corporation in respect of premises no. 349/267, Netaji Subhas Chandra Bose Road under Assessee No. 210980654722.

AND WHEREAS, said Sri. Prasanta Kumar Das the Owner / Landlord herein of the First Part, being absolutely seized and possessed of the Schedule "A" property express his desires to redevelop his property i.e., all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose

Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netajinagar, Kolkata - 700092, District : South 24 Parganas, which is morefully and particularly mentioned in the Schedule "A" hereunder written by raising a suitable residential multistoried building thereon after demolishing the existing structure therein with the help of an experienced Developer / Builder as the owner herein of the First Part due to his deficiency of fund for frequent repair and renovation of existing structure as well as considering his other inconveniences was unable to fulfill his desires.

AND WHEREAS, said M/S. B. M. Enterprise, a Proprietorship Firm, being represented by its sole proprietor namely SRI SUMAN BHATTACHARJEE son of Late Bijoy Bhattacharjee, the Developer herein of the Other conveyed his intention, to develop all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netajinagar, Kolkata - 700092, District : South 24 Parganas, which is morefully and particularly mentioned in the Schedule "A" hereunder written by raising a suitable residential multistoried building thereon after demolishing the existing structure as the firm expertise in construction of residential Building. //

AND WHEREAS, the Owner expressed his desire to develop the said property and the Developer agrees to develop the said property on behalf of the owner and to construct a straight Ground Plus Three Storied Building.

AND WHEREAS, the Owner assured the Developer that the said property which is morefully and particularly mentioned in the Schedule "A" hereunder written is free

from all encumbrances, charges, lines, lispendens, attachments, trusts whatsoever or howsoever save and except that Owner is in exclusive possession of the said property.

AND WHEREAS, The OWNER / LANDLORD herein of the first part duly states that the said Schedule "A" property or any and every part thereof is not attached in any processing including certificate proceeding started by or at the instance of Income Tax, Wealth Tax, or Gift Tax Authorities or departments or under the provision of the public demand recovery Act or otherwise and that no certificate has been filed in the office of Certificate Officer under the provision of Public Demand Recovery Act and no steps taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty authorities and that no notice issued under the Public Demand Recovery Act, has been served upon the owner/vendor of the first part or any such notice has been published in respect of the Schedule "A" mentioned property herein below and furthermore no case has been filed or is / are pending before any court of law in connection with the said Schedule "A" mention property herein below either in the past or in the present or in any manner whatsoever

AND WHEREAS it has been inter - alia agreed that the developer shall be exclusively entitled to develop the said property by constructing building on the basis of the Building Sanction Plan issued by competent authority for construction of the said Ground Plus Three Storied Residential Building.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Developer shall construct and complete a Ground Plus Three Storied Building as per the Building Sanction Plan issued by competent authority, on the said property in terms and conditions of this Agreement after demolishing of the existing Two storied house and the expense to demolition of the property will be paid by the Developer and the fixtures

and materials of the said demolished house will be sold / liquidated by the Developer.

2. The Developer shall be exclusively entitled to develop the said property by constructing a Ground Plus Three Storied Building.

OWNERS' ALLOCATION

3. The Owner shall get Allocation in newly Constructed Area of the proposed building together with common areas and facilities and together with proportionate share in the land as described in Schedule "B" below and Rs. 32,00,000/- (Rupees Thirty Two Lakhs only) (Non - Refundable Cash benefit/ payment)

DEVELOPER'S ALLOCATION

4. The Developer shall get Allocation in newly Constructed Area of the proposed building together with common areas and facilities and together with proportionate share in the land morefully described in Schedule "C" below.

DEVELOPER'S RESPONSIBILITY

5. The construction of the building has to be completed by the Developer/ Promoter within 24 (Twenty Four) months from the date of issuance of Building Sanction Plan issued by competent authority for construction of the said Ground Plus Three Storied Residential Building
6. That Shifting will be provided to Owner from the date of handing over the possession of the schedule "A" property to the Developer "Till" the date of Handing over of possession of Owner's Allocation as mentioned in Schedule "B" hereunder mentioned by the Developer. The shifting will be provided at

vey nearer to the existing residence of the owner with sufficient space for smooth accommodation of existing cots, almirahs etc.

7. That the entire construction work shall be done with best materials and fittings as specified hereunder.
8. During construction of development work the Developer/Promoter shall not engage or take another Promoter in the project to help him in the development work nor shall handover to another promoter the project without consent of the Owner in writing.
9. The Developer/Promoter shall first handover possession of the Schedule "B" mentioned allocation of the new building to the owner, before giving possession or registration of sale deeds to the prospective buyers in respect of its allocation mentioned in the schedule "C" below in the newly constructed building.
10. After sale of Developer's allocation if Income Tax Department demand any tax for the money transaction the responsibility of payment of such tax shall be borne by the Developer and the prospective purchaser/s of the Developer's Allocation.

OWNERS' RESPONSIBILITY/RIGHTS

11. The Owner shall supply to the Developer / Promoter all necessary papers in original and affidavits, undertakings, agreements, deeds, declarations, petitions etc. which may be required for the purpose of construction, completion and commercial exploitation of the said premises.
12. For effectively carrying out the terms of the agreement and to do other needful acts the owner shall execute and registered a Power of Attorney in favour of the Promoter / Developer.

13. Until completion of the new building the Developer shall continue to pay Tax of the building to the Kolkata Municipal Corporation.
14. The First Party/Owners shall not Transfer assign, gift, mortgage or lease out the property to be developed building.
15. If there is any previous liability of the owners before execution of this agreement regarding the schedule premises to any person or Company / Firm whatsoever of any nature the owners shall be liable and they shall be held responsible regarding the said liability and to clear up or pay there is any dues.
16. The First Party shall not engage any other Promoter during the subsistence of this Agreement.
17. After the building has been fully constructed the Owners shall pay tax of the New Building to the extent of their share and the Developer shall pay tax to the extent of its share.

JOINT RESPONSIBILITIES OF OWNERS AND DEVELOPER

18. If any delay in constructions is caused not due to default of the Developer/ Promoter but due to other unavoidable circumstances, the time limit may be extended mutually in a written form both by the parties. (During that extension period developer will have to pay actual rent of the owners allocation part.)
19. Both the Owners and the Developer/ Promoter shall abide by the terms and conditions strictly as laid down in this agreement.

OTHER MISCELLANEOUS TERMS

20. After all the flats in the newly constructed building, been sold to different purchasers by the Owners and the Developers, the respective flat Owners shall continue to pay Proportionate taxes to the Kolkata Municipal Corporation and other authorities in respect of their respective flats. They shall also mutate their names in respect of their respective flats in the assessment register of Kolkata Municipal Corporation and shall continue to pay tax accordingly.
21. As aforesaid the roof of the newly constructed building shall be jointly owned and possessed by the Owner and Developer.
22. If construction work is in any way halted at the default or negligence of any of the parties, then the defaulting party shall have to pay such compensation to the other party and also shall have to indemnify the other party for any loss or damages as would be determined on the value of total construction work that would stand on the day when such construction work is halted.
23. If the construction work is stopped owing to any incidents for which neither of the parties shall remain responsible then the parties shall jointly and amicably settle the matter to facilitate smooth completion of the construction work.
24. Political, Local, neighbours or other entity , caused to hurdles of the work or any means of delay, shall be compensate by the developer himself in liquid form.

SETTLEMENT OF DISPUTES

If any dispute arises between the parties, they will first of all try to settle the matter between themselves amicably, failing such settlement they can resort for legal action against each other.

THE COMMON AREAS OR PORTIONS WHICH WILL REMAIN COMMON BETWEEN THE OWNER / FIRST PARTY AND DEVELOPER/PROMOTER /SECOND PART:

1. The water tank (2000 Litre) and reservoir to be situated in the newly constructed building.
2. The paths, passages, driveways and main entrances to the newly constructed building and premises.
3. The staircase, staircases landing and or mid-landings on all floors.
4. The four sides of newly constructed building which shall remain vacant after construction.
5. The boundary walls and the main gates of the newly constructed building.
6. Main drainage lines and sewerage and all pipes and other installations for the same in the newly constructed building except only those as are installed within the exclusive area of any unit and / or exclusively for its use.
7. Deep Tube Well and/or Corporation tap water and its installation in the newly constructed building. Operation of the water Pump, by all the flat owners shall be hassle free thus the system has to be executed accordingly
8. Water pumps, water pump rooms, water reservoir, water tanks and all common plumbing installations for carriage of water (save only those are exclusively within and for use of any unit) in and / or to and / or in respect of the newly constructed building.
9. Such other common parts, areas, equipments, installations, fittings fixtures and spaces in or about the newly constructed buildings as are necessary for the passage to and / or user of the units in common by Co - Owners.

EXPENSES TO BE INCURRED BY THE OWNERS AND THE DEVELOPER :-

1. All cost of maintenance, operating, replacing repairing, white washing, painting, decorating, re-decorating, re-building, reconstructing, in the newly constructed building shall be incurred by and between the parties of their respective allocation.
2. The parties shall bear the expenses incurred for lighting of the common areas and portions of their respective allocation.
3. The salary of all persons employed for common purposes and to maintain common portions in heat, clear and hygienic conditions shall be incurred by both parties to the extent of their respective allocation.
4. All the cash and deposits for supplies of common utilities to the Co-Owners in common.
5. Municipal Tax, water tax and other lines in respect of the premises and the newly constructed building (save through separately assessed) shall be born by the parties for their respective allocation.
6. Costs of formation and operation of Association shall be borne by both parties for their respective shares.
7. Electricity charge for electrical energy that will be consumed for the operation of the common service shall be borne by both the parties for their respective shares.
8. All expenses incurred for the common purpose and relating to common usage and enjoyment by the common portions shall be borne by both the parties for their respective shares.
9. All other expenses and periodical expenses for maintaining, repairing, renovating, painting common areas shall be borne by both parties for their respective shares.

COMMON RESTRICTION APPLICATION TO THE OWNER / FIRST PARTY AND DEVELOPER / OTHER PARTY :-

The Owner's allocation in the building shall be subject to the same restrictions and use as are applicable to the Developer's allocation in the building intended for common benefits of all Occupiers of the building which shall include the following :-

1. Neither party shall use or be permitted to use the respective allocation in the building or any portion there for carrying on any purpose which may cause any nuisance or hazard to the other occupiers of the newly constructed building.
2. No goods or other items shall be left or kept by either party for display or otherwise in the passages, stair case or at other open places of common use and enjoyment of the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use and enjoyment in the building.
3. Neither party shall throw or let any dirt, rubbish waste or refuse accumulate or permit the same to be thrown or accumulated in or about the building in the compounds, corridors or any other portion or portions of the building.

OWNER' OBLIGATIONS

The Owners do hereby agree and Covenant with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof till completion of the building.

DEVELOPER'S OBLIGATIONS

The Developer hereby agrees and covenants with the owners to complete the construction of the building within 24 (Twenty Four) months from the date of issuance of Building Sanction Plan issued by competent authority for construction of the said Ground Plus Three Storied Residential Building

The Developer hereby agrees not to part with possession of the Developer's allocation or any portion thereof until possession of the Owners' allocation is delivered to the owners provided however it will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's allocation.

DEFINITION

1. **OWNERS** : Shall always mean the First Party namely
SRI. PRASANTA KUMAR DAS son of Late Pabitra Kumar Das, by Nationality - Indian, by Faith - Hindu, by Occupation : Service, residing at 8/20A, Netaji Nagar, P.S. Jadavpur presently Netajinagar, P.O. : Regent Estate, Kolkata - 700092, District : South 24 Parganas,
2. **DEVELOPER** : Shall mean **M/S. B. M. ENTERPRISE**, a Proprietorship Firm, having its Registered office at 80, Regent Place, Post Office- Regent Park, P.S.- Jadavpur, Kolkata - 700 040 being represented by its sole proprietor namely **SRI SUMAN BHATTACHARJEE**, son of Late Bijoy Bhattacharjee, residing at 80, Regent Place, Post Office- Regent Park, P.S.- Jadavpur, Kolkata - 700 040, District South 24 Parganas,
3. **PROPERTY** : Shall mean all that piece and parcel of Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st} Ground Floor built up area 1134 Sq.fts., more or less) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No.

Prasanta

249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netajinagar, Kolkata - 700092, District : South 24 Parganas which is morefully and particularly mentioned in the Schedule "A" hereunder written

4. **BUILDING** : Shall mean structure or super structure intended to be constructed on the said property and shall include all meter room, pump room, reservoir open / covered spaces intended for the enjoyment of the occupants of the said building including all its easements, appurtenances and appendages.
5. **COMMON FACILITIES** : Shall include all passage, ways, stairways, corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manhole, pits, roof, terrace, water connection and pipe lines, overhead and underground reservoirs, pipe lines, meter pumps, fences and boundary wall, courtyard, electric connection, and supply and electrical supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, garbage vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment, provision, maintenance and management of the affairs of the said building in the said Holding /Premises.
6. **AREA** : Shall mean and include the built-up constructed area in the said property but shall include the terrace above the top floor.
7. **THE SUPER BUILT-UP AREA OF AN UNIT** : shall mean built up area of the unit together with its proportionate share of the stair

cases, landings and passages with proportionate share in the common facilities and advantages as well as proportionate undivided share or interest in the land underneath the structure.

GENERAL SPECIFICATION OF CONSTRUCTION

General :

The building shall be R.C.C. framed structure as per design of the consulting Architects.

Brick Wall :

All exterior brick work shall be 8" thick with bricks of approved quality in C.M. (1:6). All partition shall be 5" & 3" thick with bricks of approved quality in C.M. (1:4).

Flooring, Skirting and Dado : All rooms and Verandah are laid with Marble floor or vitrified tiles and to skirting of 4" Height.

Plaster :

The outside of the building will have plaster $\frac{1}{2}$ " thick (average) whereas the inside and the veiling plaster will be $\frac{1}{2}$ " Thick (average).

White Wash & Colour Wash : The building shall be painted externally by weather coats paint, the inside of the building shall have 2 coats of Plaster of Paris on surface.

Kitchen :

Cooking top, One Steel sink, Two Taps, upper of granite, Glazed tiles fitting height $2\frac{1}{2}$ "ft one Aquaguard point.

Toilet & WC :

- a) One Western type Commode Colour
- b) One Shower.

- c) Wash Basin.
- d) One Geyser point.

Doors & Windows :

1. Main Entrance door
 - a) Wooden Frame
 - b) Flush Door
 - c) Telescopic Peep - Hole.
 - d) Brass Handle lock from outside & Standard door latch

2. Other doors
 - a) Wooden frame & Flash door both side paint
 - b) Hash Bolt & Standard door latch

3. Windows
 - a) All windows frames Aluminum as per I.S. Code and suitably painted
 - b) All windows shutters will be fully glazed with 3mm, thick glass panels
 - c) All window will be provided with M.S. grill & Box grill order.

Electrical Installation :

Main CESE meter shall be provided by the developer for common areas i.e, staircase light, Water pumps, Roof light, Lift light etc.

All concealed wiring, wire Finolex Fitting Ancor,

- a) Bed Room: 2 Light point, 2 Fan point, 2 Plug Point; 1 TV Point
- b) Living / Dinning : 2 fan point, 3 Light point, 1 T.V. point, 1 Cable point, 1.15 Amp Fridge point & 2 Plug Point;

- c) Kitchen : 1 Light point, 2.15 Amp point, 1 exhaust point;
- d) Toilet : 1 light point, 1 geyser point, 1.15 amp plug point;
- e) Balcony : 1 light point, 1 fan point; 1.15amp with 1 tap for washing M/C
- f) Painting : Door window & Grill primer with paint exterior : Snowcern.
- g) Laying : AC conceal line with point at the above Owner's Allocation flats, in all beds rooms & living dinning as well
- h) Lift : Fan & light

Staircase : Entire staircase in Marble & staircase walls paris application

Extra work : Extra work if any shall be borne by the Developer by the probable market rate.
Extra soil for Earth filing, Electric connection from C.E.S.C
Any extra work other than the standard special formation mentioned hereinabove shall be entertained and charges at the rates mutually agreed and decided by us, shall be paid for such work. No outside contractor will be allowed to execute the said extra work.

Lift : Semi-automatic lift

SCHEDULE - "A" ABOVE REFERRED TO
(Description of the Entire Property)

ALL THAT piece and parcel of 25 years Old Two Storied Residential Building measuring built up area 2127 Sq.fts., more or less (having in Ground Floor built up area 993 sq.fts., more or less & having in ^{1st Floor} Ground Floor built up area 1134 Sq.fts., more or less) (Mosaic Flooring) standing over the Homestead Land measuring an area 03 Cottahs 02 Chittaks 00 Sq.fts., more or less in E.P. No. 236, S.P. No. 922, in C.S. Plot No. 249(P), in Mouza : Roypur, J.L. No. 33, which is lying and situated at premises no. 349/267, Netaji Subhas Chandra Bose Road having mailing address no. 8/20A, Netaji Nagar, within the limits of Kolkata Municipal Corporation Ward No. 098, Borough - X, Assessee No. 210980654722, within the jurisdiction of P.S. Jadavpur presently Netaji Nagar, Kolkata - 700092, District : South 24 Parganas, which is butted and bounded as follows:-

- ON THE NORTH** : By Plot No. 7/52, Netaji Nagar & Plot No. 7/53 Netaji Nagar;
ON THE SOUTH : By 16'ft wide Road;
ON THE EAST : By Plot No. 8//21, Netaji Nagar &
ON THE WEST : By Plot No. 8/20, Netaji Nagar

SCHEDULE - "B" ABOVE REFERRED TO
(Description of Owner's Allocation)

ALL THAT on completion of the proposed building, the owners will be at the first instance entitled to get below mentioned of the proposed building in finished and complete condition as follows:

- (A) One Flat measuring built up area 550 Sq.fts., more or less on the back side of the Ground Floor.
 (B) One Car Parking Space out of total Three Car Parking Space on the Ground Floor.
 (C) Entire 1st Floor

Together with undivided proportionate share of land and also right to use of the common amenities and facilities provided to the said Building together with absolute right to sell their allocation to the prospective buyer/ at their discretion.

- (D) A sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) after execution of the this agreement. *within 15 days.*
- (E) A sum of Rs. 7,00,000/- (Rupees Seven Lakhs only) after completion of structure of Entire G + 3 Storied Building
- (F) A sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) after handing over the possession of the Owner's Allocation.

SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation)

ALL THAT save and except the Owner's Allocation as mentioned above the Developer will be entitled to get below mentioned Constructed Area of the proposed Building in finished and complete condition as follows :

- (B) Two Car Parking Space out of total Three Car Parking Space on the Ground Floor.
- (C) Entire 2nd Floor
- (C) Entire 3rd Floor

Together with undivided proportionate share of land and also right to use of the common amenities and facilities provided to the said Building together with absolute right to sell its allocation to the prospective buyer/ at its discretion.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the developer shall only be entitled to receive consideration money by executing Agreement / Final Document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for transfer of property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

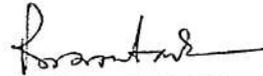
IN WITNESSETH WHEREOF the parties have hereunto set and subscribe their respective hands and seals the day, month and year first above written

Signed, sealed and delivered by
The Owner And Developer
at Kolkata.
In presence of :--

WITNESSESES:

1. Tarak Mazumder
S/o Late Makham Lal Mazumder
1/20, Palli Sree
Kolkata - 700 092.

2. ~~Subhotosh Dhar~~
S/o Late ~~Nichol~~ ~~le~~ ~~34~~
53, Regent Place
Kolkata



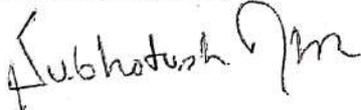
SIGNATURE OF THE OWNER

B.M. ENTERPRISE

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & Typed by :-



SUBHOTOSH DHAR, ADVOCATE
Shree Tapan Kumar Dhar & Associates'
Sheresta No. C- 21, Bar Library Room No. 4
Alipore Judges' Court, Kolkata 700 027
Enrollment No. F/1637/1345/2009.

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



280420232003253094

GRIPS Payment Detail

GRIPS Payment ID:	280420232003253094	Payment Init. Date:	28/04/2023 09:44:25
Total Amount:	9941	No of GRN:	1
Bank/Gateway:	Indian Bank	Payment Mode:	Online Payment
BRN:	IB28042023574400	BRN Date:	28/04/2023 09:45:24
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: Suman Bhattacharjee
Mobile: 8777052947

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240032530961	Directorate of Registration & Stamp Revenue	9941
Total			9941

IN WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID

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



192023240032530961

GRN Details

GRN: 192023240032530961 Payment Mode: Online Payment
GRN Date: 28/04/2023 09:44:25 Bank/Gateway: Indian Bank
BRN: IB28042023574400 BRN Date: 28/04/2023 09:45:24
GRIPS Payment ID: 280420232003253094 Payment Init. Date: 28/04/2023 09:44:25
Payment Status: Successful Payment Ref. No: 2001070926/1/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Suman Bhattacharjee
Address: 48, D. N. Ghosh Road, Kolkata 700025
Mobile: 8777052947
EMail: subhotosh743@hotmail.com
Depositor Status: Advocate
Query No: 2001070926
Applicant's Name: Mr SUBHOTOSH DHAR
Identification No: 2001070926/1/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 28/04/2023
Period To (dd/mm/yyyy): 28/04/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001070926/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	2001070926/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	9941

IN WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

Major Information of the Deed

Deed No.:	I-1602-05845/2023	Date of Registration:	28/04/2023
Query No./ Year	1602-2001070926/2023	Office where deed is registered	
Query Date	28/04/2023 9:13:20 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBHOTOSH DHAR 48, DHIRENDRA NATH GHOSH ROAD, Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, PIN - 700025, Mobile No. : 8777052947, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 79,55,278/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N.S.C Bose Road, Road Zone : (Ward No. 98 -- Ward No. 98) , , Premises No: 8/20A, , Ward No: 098 Pin Code : 700092

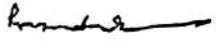
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 2 Chatak	1/-	63,28,123/-	Width of Approach Road: 16 Ft.,
Grand Total :				5.1563Dec	1 /-	63,28,123 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2127 Sq Ft.	1/-	16,27,155/-	Structure Type: Structure
Gr. Floor, Area of floor : 993 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1134 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2127 sq ft	1 /-	16,27,155 /-	

and Lord Details :

Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	Mr Prasanta Kumar Das Son of Late Pabitra Kumar Das Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office	 28/04/2023	 LTI 28/04/2023	 28/04/2023
8/20A, N S C Bose Road(Netaji Nagar), City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADxxxxxx4H, Aadhaar No: 67xxxxxxxx7447, Status :Individual, Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	B M ENTERPRISE 80, REGENT PLACE, City:- , P.O:- Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 , PAN No.:: Alxxxxxx9p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	Mr Suman Bhattacharjee (Presentant) Son of Late Bijoy Bhattacharjee Date of Execution - 28/04/2023, , Admitted by: Self, Date of Admission: 28/04/2023, Place of Admission of Execution: Office	 Apr 28 2023 2:02PM	 LTI 28/04/2023	 28/04/2023
80, REGENT PLACE, City:- , P.O:- Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: alxxxxxx9p, Aadhaar No: 40xxxxxxxx5141 Status : Representative, Representative of : B M ENTERPRISE (as Proprietor)				

Identifier Details :

	Photo	Finger Print	Signature
Subhotosh Dhar Son of Late Tapan Kumar Dhar Dhirendra Nath Ghosh Road, City:-, O:- Bhowanipore, P.S:-Kallighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025			
	28/04/2023	28/04/2023	28/04/2023

Identifier Of Mr Prasanta Kumar Das, Mr Suman Bhattacharjee

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Prasanta Kumar Das	B M ENTERPRISE-5.15625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Prasanta Kumar Das	B M ENTERPRISE-2127.00000000 Sq Ft

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 of Indian Stamp Act 1899.

Representation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules 1962)
Presented for registration at 12:58 hrs on 28-04-2023, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr Suman Bhattacharjee ,

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 79,55,278/-

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

Execution is admitted on 28/04/2023 by Mr Prasanta Kumar Das, Son of Late Pabitra Kumar Das, 8/20A, Road: N S Bose Road (Netaji Nagar), , P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Service

Indetified by Mr Subhotosh Dhar, , Son of Late Tapan Kumar Dhar, 48, Road: Dharendra Nath Ghosh Road, , P.O: Bhowanipore, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by profession Advocate

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

Execution is admitted on 28-04-2023 by Mr Suman Bhattacharjee, Proprietor, B M ENTERPRISE (Sole Proprietorship 80, REGENT PLACE, City:- , P.O:- Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN 700040

Indetified by Mr Subhotosh Dhar, , Son of Late Tapan Kumar Dhar, 48, Road: Dharendra Nath Ghosh Road, , P.O: Bhowanipore, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN : 700025, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/04/2023 9:45AM with Govt. Ref. No: 192023240032530961 on 28-04-2023, Amount Rs: 21/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB28042023574400 on 28-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,920/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 268595, Amount: Rs.100.00/-, Date of Purchase: 25/04/2023, Vendor name: S C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/04/2023 9:45AM with Govt. Ref. No: 192023240032530961 on 28-04-2023, Amount Rs: 9,920/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB28042023574400 on 28-04-2023, Head of Account 0030-02-103-003-02

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Registered in Book - I
Volume number 1602-2023, Page from 211443 to 211476
Serial No 160205845 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.05.12 12:41:12 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2023/05/12 12:41:12 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)