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> District Sub-Register-II Alisore, South 24-Perganes

> > 11 7 JAN 2024

THIS DEVELOPMENT AGREEMENT is made on this / 7th day of January, 2024 (Two Thousand Twenty Four)

BETWEEN

1) SMT. SOMA CHOSH, PAN – APHPG5633D, Aadhaar No. 4041 8122 8781, wife of Sri Saradindu Ghosh, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at 9A, Monoharpukur 2nd Lane, P.O. Sarat Bose Road, P.S. Rabindra Sarobar, Kolkata 700 029, District South 24 Parganas, 2) SRI BIKASH KUMAR GUHA, PAN – AGMPG1585A, Aadhaar No. 2610 0248 7765, son of late Benoy Kumar Guha, & late Ava Guha, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at Flat No. 2B, Isha Apartment, BD 190, Rabinda Pally (N), P.O. Prafulla Kanan, P.S. Rajarhat, Kolkata 700 059, hereinafter called and referred to as the OWNERS (which term or expression shall unless repugnant to the context either expressly or impliedly shall deem to mean and include their heirs, legal representatives, successors in interest and assigns) of the FIRST PART.

AND

"SIDHHA CONSTRUCTION", PAN – AEZFS6804H, a Partnership firm, having its registered office at 395,Naskar Para Road, P.O.Haridevpur, P.S Haridevpur, Kolkata- 700082,in the state of West Bengal, represented by its partners, viz. 1) SRI MONTU DAS, PAN – BPZPD1436G, Aadhaar No. 8907 9307 3046, son of Purna Chandra Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 88/7, M.G. Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the state of West Bengal, 2) SMT. RUBY BISWAS, PAN – BWIPB4678J, Aadhaar No.5385 3964 8700 wife of Sri Sanjoy Biswas, by Faith Hindu, by Occupation Business, residing at 300, M.G. Road, P.O. Haridevpur, Police Station - Haridevpur, Kolkata 700082, District - South 24 Parganas, in the state of West Bengal, 3) SRI JHANTU MAITY, PAN – CAYPM3246C, Aadhaar No. 7787 4824 1739, son of late Sonu Maity, by Faith Hindu, by Occupation Business,

residing at 395, Naskar Para Road, P.O. Haridevpur, Police Station : Haridevpur, Kolkata 700082, District - South 24 Parganas, in the state of West Bengal, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successorin-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the OTHER PART;

WHEREAS after the Partition of India a large number of resident of former East Pakistan (now Bangladesh) crossed over and came into the territory of the State of West Bengal from time to time due to force circumstances beyond their control.

AND WHEREAS the Government of West Bengal (hereinafter referred to as the "Government") offered all reasonable facilities to such persons (hereinafter referred to as the "Refugees") for resident in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances and occupied the vacant lands in the Urban Areas for homesteaded purposes.

AND WHEREAS one Ava Guha, wife of late Binoy Kumar Guha was one of the such person had displace from East Pakistan now Bangladesh entered into the territory of Union of India and for him and her family acquired a plot of land measuring 03 Cottahs 08 Chittaks lying and situated at Mouza Haridevpur, J.L. No. 25, E.P. No. 145, under Dag/Plot No. 147 (P), P.S. Thakurpukur now Haridevpur, District South 24 Parganas.

AND WHEREAS the Govt. of West Bengal acquired the said land and thereafter Govt. of West Bengal issued Patta through R.R. Department in favour of Ava Guha and subsequent to that a Deed of Gift, dated 04.10.1991, which was registered in favour of the said Ava Guha and registered before the office of ADSR Alipore and was recorded therein Book No. I, Volume No. 16, Pages from 433 to 436, Being No. 1984 for the year 1991.

AND WHEREAS the said Ava Guha after obtaining the said land resided therein with her family members by making tile shed structure thereon and thereafter the said Ava Guha died intestate on 17.11.2013 I eaving behind her two sons namely I) Bikash Kumar Guha (the owners no. 1 herein) & 2) Bipul Kumar Guha and only daughter namely Smt. Snigdha Ghosh as her only legal heirs and successors, each having undivided 1/3rd share therein. Be it mentioned here that, the husband of late Ava Guha namely Binoy Kumar Guha predeceased his wife long time ago.

THUS the said 1) Bikash Kumar Guha (the owner no. 1 herein), 2) Bipul Kumar Guha and 3) Smt. Snigdha Ghosh became the joint owners of above mentioned property, by way of inheritance and they have jointly mutating their names before the Kolkata Municipal Corporation and since then the property have been known and numbered as KMC Premises No. 488C, Mahatma Gandhi Road (having its mailing address 488, Mahatma Gandhi Road) vide Assessee No. 411150624520, KMC Ward No. 115, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas, each having undivided 1/3rd share therein.

AND WHEREAS and during enjoyment of above mentioned property 1) Bipul Kumar Guha and 2) Smt. Snigdha Ghosh due to love

and affection gifted out their undivided 2/3rd share of land measuring about 02 Cottahs 05 Chittaks 15 Square Feet out of the total land togetherwith 80 Square Feet structure in favour of the present owner no. I herein, by way of registered Deed of Gift, dated 17th day of August, 2022, which was registered before the office of DSR - IV Alipore, South 24 Parganas and recorded therein Book No. I, Volume No. 1604-2022, Pages from 295809 to 295838, being Deed No. 160409435 for the year 2022.

THUS the present owners herein became the joint owners of above mentioned property, by way of inheritance and by way of gift and the present owners mutated their names before the Kolkata Municipal Corporation being KMC Premises No. 488C, Mahatma Gandhi Road (having its mailing address 488, Mahatma Gandhi Road) vide Assessee No. 411150624520, KMC Ward No. 115, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas and have been enjoying the aforesaid property free from all encumbrances by paying taxes regularly to the appropriate authority, which is morefully and particularly mentioned in the FIRST SCHEDULE hereunder written.

AND WHEREAS the gaid property is absolute free from all encumbrances, attachment, lien, lispendence, debattor, pirrattor, trust, vest, no Notice of Requisition and/or Acquisition have been served upon the Owners and/or the said property have not been affected by way of Order of any Court for selling and/or alienating the same, the Owners the first part herein have been absolute authority to deal with the said property and the Owners hereby declare that they have full power and absolute authority to enter into this Development Agreement.

AND WHEREAS the Owners of the First Part are desirous of developing the said premises by construction of new building for Residential purpose and for commercial exploitation but due to insufficient of fund and lack of knowledge, the Owners herein while were in searching a Developer having sufficient knowledge and fund for such construction of a new building, the Other Part herein being informed about the intention of the Owners and have approached the Owners to construct a new building and the Owners being convinced with the said approach accepted the Developer's proposal with the following terms and conditions as mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the PARTIES as follows:-

ARTICLE -1

DEFINITIONS

Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01. OWNERS :-

Shall 1) SMT. SOMA GHOSH, PAN - APHPG5633D, Aadhaar No. 4041 8122 8781, wife of Sri Saradindu Ghosh, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at 9A, Monoharpukur 2nd Lane, P.O. Sarat Bose Road, P.S. Rabindra Sarobar, Kolkata 700 029, District South 24 Parganas, 2) SRI BIKASH KUMAR GUHA, PAN -AGMPC1585A, Aadhaar No. 2610 0248 7765, son of late Benoy Kumar Guha, & late Ava Guha, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at Flat No. 2B, Isha Apartment, BD 190, Rabinda Pally (N), P.O. Prafulla Kanan, P.S. Rajarhat, Kolkata 700 059, the Party of the FIRST PART and shall include their heirs and assigns.

1.02. DEVELOPER:-

Shall mean "SIDHHA CONSTRUCTION", PAN - AEZFS6804H, a Partnership firm, having its registered office at 395, Naskar Para Road, P.O.Haridevpur, P.S Haridevpur, Kolkata- 700 082, in the state of West Bengal, represented by its partners, viz. 1) SRI MONTU DAS, PAN -BPZPD1436G, Aadhaar No. 8907 9307 3046, son of Purna Chandra Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 88/7, M.G. Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the state of West Bengal, 2) SMT. RUBY BISWAS, PAN - BWIPB4678J, Aadhaar No.5385 3964 8700 wife of Sri Sanjoy Biswas, by Faith Hindu, by Occupation Business, residing at 300, M.G. Road, P.O. Haridevpur, Police Station - Haridevpur, Kolkata 700082, District - South 24 Parganas, in the state of West Bengal, 3) SRI **JHANTU MAITY**, PAN - CAYPM3246C, Aadhaar No. 7787 4824 1739. son of late Sonu Maity, by Faith Hindu, by Occupation Business, residing at 395, Naskar Para Road, P.O. Haridevpur, Police Station: Haridevpur, Kolkata 700082, District - South 24 Parganas, in the state of West Bengal, the Party of the SECOND PART and shall include its representative and assigns.

1.03. SAID PREMISES:-

Shall mean ALL THAT piece and parcel of Land more fully described in the SCHEDULE "A" written herein below.

1.04. BUILDING:-

A proposed multi Storied Building having Residential character as per Building Plan to be sanctioned by the concerned authority.

1.05. UNIT:-

Shall mean a separate and self contained area intended to be used for Residential and shall include any other place to be constructed in the building and capable of being occupied and enjoyed independently.

1.06. ARCHITECT:-

Shall mean such Architect or Architects as may be appointed from time to time by the Developer at its own costs and expenses for designing, planning and supervising the proposed building at the said premises.

1.07. COVERED AREA:-

Shall mean Inside Area Plus proportionate Area of Four Sides Wall and proportionate share of Stair.

1.08. SUPER BUILT UP AREA OF THE UNIT:-

Shall mean the total covered area of the Unit, as certified by the Architect for the time being of the building/s, plus proportionate share of common areas, as shall be determined by the Developer in consultation with the Owners and the Architect and aggregate of both shall be deemed to be Super Built Up area of the Unit.

1.9 PLANS:-

Shall mean the Building Plans with the maximum available F.A.R. from the be concerned authority in the names of the Owners of the First Part at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as the same may make subsequently upon sanction by the concerned authority;

1.10.COMMON AREA:-

Shall mean and include outside corridors, stairways, outside passage ways, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tank and other areas meant for common enjoyment of the buyers/occupants in the said premises.

1.11. COMMON FACILITIES AND AMENITIES:-

Shall mean and include stair ways, water pumps, and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyers/ occupants.

1.12. OWNERS' ALLOCATION:-

The Owners shall get - 50% of FAR i.e. One 2BHK Flat, on the Ground Floor of the Back Side and another 1BHK Flat, on the Ground Floor, One 2BHK Flat, Front Side of the First Floor and One 2BHK Flat, on the Second Floor of Back Side and another Half portion of 1BHK Flat, on the Back Side of the Second Floor besides the aforesaid constructed area the owners shall also get a sum of Rs.8,00,000/- (Rupees Eight Lakhs) only as non refundable advance, which will be paid by the developer at the time of registration of this development agreement. Be it mentioned here that after canction building plan and after construction accordingly any further additional floor be sanctioned by the KMC authority in that event the landowners and the developer will get in equal share. Be it mentioned here that, the developer in the first instance shall handover the owners' allocation to the owners /first part herein before handing over owners' allocation to landowners/first part herein the developer shall have no right to handover the possession of the developer's allocation or any portion to any third party in any manner whatsoever.

Be it mentioned here that, the owners shall get 50% FAR out of the total constructed area of the said premises togetherwith non refundable amount, a sum of Rs.8,00,000/- (Rupees Eight Lakhs) only to be paid by the developer to the landowner no. 1 Smt. Soma Ghosh, as she has maintained the entire land by constructing boundary walls and paying taxes etc. regularly.

1.13. DEVELOPER'S ALLOCATION:-

Developer shall get – One 2BHK Flat, on the Back Side of the First Floor, One 2BHK Flat, on the Front Side of the Ground Floor, one 2BHK Flat on the Front Side of the Second Floor, One 1BHK Flat, on the First Floor and half portion of a 1BHK Flat, on the Second Floor. Besides the said construction any further construction of the building if be sanctioned by the KMC in that event the same will be shared equally by both the parties herein of the proposed multi storied building togetherwith proportionate share of land and common areas, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by owners /first party to the developer's nominated person or persons.

The allocation of the second floor shall be distributed in the aforesaid manner subject to sanction by the KMC.

1.14. TRANSFEROR:-

Shall mean the Owners for the land and building and the Developer as confirming party.

1.15 TRANSFEREE:-

Shall mean the person to whom any Flat/Unit, in the Building is intended to be transferred by the **OWNERS** and/or **DEVELOPER**.

ARTICLE - II

OWNERS' RIGHTS & REPRESENTATIONS

- 2.1. The said premises is free hold and the Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.
- 2.2. That the total area comprised in the said premises is 03 Cottahs 08 Chittaks more or less more fully described in the SCHEDULE "A" written herein below.
- 2.3. The Owners will furnished all the original Copies of all the documents relating to the title of the Owners in respect of the said premises to the Developer upon signing of this Agreement. The developer shall return the said documents after completion of the project but the developer having no right to create any mortgage of the said documents before any financial intuition.
- 2.4. The Owners shall not create any encumbrances of any nature whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the Developer in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owners shall be entitled to deal with any part of the Owners' Allocation on or before delivery of the same by the Developer. Be it mentioned here the Developer will first hand over possession to the Owners' in respect of the Owner's Allocation and thereafter to the other person or persons but the Developer have every right to enter into any Agreement with any intending buyer or buyers in respect of Developer's Allocation.
- 2.5. The Owners shall put the Developer into possession of the said premises simultaneously with the execution of this Agreement.

- The Developer will be deemed to be in possession of the said 2.6. premises and will be free to do all acts, deeds and things required for the development of the said premises as per Sanctioned Plan at its own costs, expenses and risks.
- That with the consent and approval of the Owners the 2.7. Developer will submit Building Plans in the name of the Owners or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer.
- The Owners will convey and/or transfer the proportionate 2.8. share in the total land appertaining to the Developer's Allocation, free from all encumbrances to the Developer or the persons nominated by the Developer.
- 2.9. The Owners shall become absolutely entitled to deal with their allocation as and when required from time to time, and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

ARTICLE - III (DEVELOPER'S RIGHT & REPRESENTATION)

The Owners hereby grant, subject to what have been 3.1. hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any

other means from the Developer's Allocation in accordance with the Building Plans to be sanctioned by The Kolkata Municipal Corporation with or without amendments and/or modifications made or caused by the Developer with approval of the concerned authority. Be it mentioned here that, the developer in the first instance shall handover the owners' allocation to the landowners /first part herein bar period handing over possession to the landowners the developer shall have no right to handover the possession of the developer's allocation and/or any portion to any third party.

The Developer shall be entitled to prepare modify and/or alter 3.2. the Building Plans in consultation with the Owners and to submit the same to concerned authority in the name of the Owners at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said premises. The developer after obtaining sanction / modify building plan from the concerned authority, Xerox copy of the said plan and all money receipt thereof shall be founded over to the owners and after completion of the said Development of the building all original sanction plan and money receipt thereof shall be handed over to the owners by the developer. However if on the request of any prospective Purchaser, any particular internal modification/ alteration is made in that event, the Purchaser of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification/ alteration to the concerned office.

- 3.3. The Developer declare and undertakes that it will develop the entire premises by construction of one Block of Building of the said premises as per sanctioned building plan of KMC.
- 3.4. The Building will be constructed with new First Class Building materials and good workmanship and with such specifications more fully described/mentioned in the SCHEDULE "D" hereunder written and strictly in accordance with Building Plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the Owners and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary Body or Authorities.
- 3.5. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof by the Developer other than an exclusive license to the Developer to commercially exploit the said premises in terms hereto and to deal with the Developer's Allocation in the Building to be constructed thereon in the manner and subject to the conditions hereinafter stated.
- 3.6. The Developer shall proceed expeditiously in all respect of development thereof by preparing of the Building Plan and submitting the said Building Plan to the Kolkata Municipal Corporation and shall complete new building in all respect within 24 months from the date of sanctioned plan but the developer shall have to complete the entire construction of the said building and shall handover the owners' allocation to the landowners that to within the 36 months from the date of

execution of this development agreement, if the developer failed to handover owners' allocation within the aforesaid stipulated period in that event the developer have to pay Rs.150/- per day of such delayed period to the owners as damage charges.

- 3.7. Both Party hereby agreed that the Owners will be fully entitled to enjoy the Owners' Allocation and entitled to sell and/or transfer their interest in any manner to any person and the Developer also entitled to sell and/or transfer its interest in any manner to any person.
- 3.8. The Developer will be entitled to develop the said premises by constructing Building thereon consisting of Flat/ Units in accordance with the Building Plans and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of his choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owners. All the consideration money shall be realized and appropriated by the Developer absolutely at its discretion and the Owners shall have no claim whatsoever against the sale proceeds or any part of Developer's Allocation.
- 3.9. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or provisions under any statute for carrying out the Construction Work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at its own costs and expenses and the Owners will extend all possible co-operations

and render all assistance, if necessary, to the Developer in complying therewith.

- 3.10. The Developer shall remain responsible to clear all the outgoings, statutory dues of Concerned offices and all other rates and taxes in respect of the said premises from the date of handing over possession to the Developer by the Owners till the date of handing over Owners' Allocation, completed in all respects as per Specification of Construction Work mentioned in SCHEDULE "D" hereunder written to the Owners. Thereafter, the Parties hereto shall bear and pay all outgoings in respect of their respective Allocation/ areas in the proposed Building and each Party shall keep the other served, harmless and indemnified in respect thereof.
- 3.11. The Owners will not be in any way responsible for the construction of the Units/Flats comprised in the Developer's Allocation and/or regarding delivery of Units/Flats, nor the Owners will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the Developer and intending Purchasers.
- 3.12. The Developer hereby indemnify and keep indemnified the Owners against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owners on account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

3.12. The developer at first handover possession of the owners allocation thereafter to developer's nominated person/s.

ARTICLE - IV MISCELLANEOUS

- 4.1. The Owners will join as the Party in any Agreement where the Developer may enter any Agreement with the Purchaser/Purchasers in respect of any Unit/Flats along with common facilities of the Developer's Allocation in the Building, but the Owners need not sign the Memo of Consideration part thereof. Similarly, if required by the Owners, the Developer will join as Confirming Party in respect of any Agreement of Owner's Allocation in the proposed Building.
- 4.2. Upon completion of the development work and after delivery of possession of Owners' Allocation the Owners will make and execute in favour of the Developer or its nominee/s proper conveyances of undivided proportionate share of the land or such other Deeds in arising as the Developer may deem necessary for assuring or perfecting the title of the Developer or his nominees proper Conveyances or such other Deeds in writing at the cost of the Developer or its nominees as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominee/s appertaining to the land in respect of the Developer's Allocation in the Building constructed at the said premises.
- 4.3. If the Owners after accepting the possession of Owners' Allocation from the Developer fail and/or neglect to execute and register the Sale Deeds then the Developer will have all

rights to get the Sale Deeds executed and registered through proper Court of Law.

- 4.4. It is agreed by both the Parties that the Owners shall have all rights to inspect the day to day progress of the construction of the Building and their suggestions should be regarded by the Developer and its Engineer with regard to the construction.
- 4.5. The Owners will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said premises including rent, property taxes, water and electricity charges, municipal dues, taxes and other outgoings upto the date of handing over possession the Developer for construction. After hand over possession to the Developer by the Owners, the Developer will be pay and borne all rates and taxes etc. till completion of Project.
- The Parties have entered into this Agreement purely on a 4.6. Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owners and the Developer nor shall the Owners and the Developer in any manner, constitute as Association of the persons. Each Party shall keep the other Party indemnified from and against the same.

ARTICLE - V FORCE MAJURE

The Developer shall not be considered to be liable to any 5.1. obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the FORCE MAJEURE.

5.2. FORCE MAJEURE:-

Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion strikes lock-out, local disturbance.

ARTICLE-VI JURISDICTION

6.1. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement, including the Arbitration Proceedings etc. will be at Kolkata

Jurisdiction.

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu Land measuring 03 Cottahs 08 Chittaks together with a 100 square feet asbestos shaded structure standing thereon lying and situated at Mouza Haridevpur, J.L. No. 25, E.P. No. 145, under Dag/Plot No. 147 (P), within the limits of the Kolkata Municipal Corporation being KMC Premises No. 488C, Mahatma Gandhi Road (having its mailing address 488, Mahatma Gandhi Road) vide Assessee No. 411150624520, KMC Ward No. 115, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas, the said property is butted and bounded as follows: -

ON THE NORTH : E.P. No. 144 & 141.

ON THE SOUTH : Property of S. Ghosh & Premises No.

488B, M.G. Road.

ON THE EAST : 10 Feet Wide Colony Road.

ON THE WEST : 3 Feet Wide Drain.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Owners' Allocation)

The OWNERS shall get - 50% of FAR i.e. One 2BHK Flat, on the Ground Floor of the Back Side and another 1BHK Flat, on the Ground Floor, One 2BHK Flat, Front Side of the First Floor and One 2BHK Flat, on the Second Floor of Back Side and another Half portion of IBHK Flat, on the Back Side of the Second Floor besides the aforesaid constructed area the owners shall also get a sum of Rs.8,00,000/- (Rupees Eight Lakhs) only as non refundable advance, which will be paid by the developer at the time of registration of this development agreement. Be it mentioned here that after sanction building plan and after construction accordingly any further additional floor be sanctioned by the KMC authority in that event the landowners and the developer will get in equal share. Be it mentioned here that, the developer in the first instance shall handover the owners' allocation to the owners /first part herein before handing over owners' allocation to landowners/first part herein the developer shall have no right to handover the possession of the developer's allocation or any portion to any third party in any manner whatsoever.

THE SCHEDULE "C" ABOVE REFERRED TO:

(Developer's Allocation)

The **DEVELOPER** get - One 2BHK Flat, on the Back Side of the First Floor, One 2BHK Flat, on the Front Side of the Ground Floor, one 2BHK Flat on the Front Side of the Second Floor, One 1BHK Flat, on the First Floor and half portion of a 1BHK Flat, on the Second Floor. Besides the said construction any, further construction of the building if be sanctioned by the KMC in that event the same will be shared equally by both the parties herein of the proposed multi storied building togetherwith proportionate share of land and common areas, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by owners /first party to the developer's nominated person or persons.

THE SCHEDULE "D" ABOVE REFERRED TO:

(JOB SPECIFICATION)

- 1. **FOUNDATION:** The foundation of the building shall be reinforced cement concrete
- STRUCTURE: The structure of the Building shall be reinforced cement concrete frame structure comprising of R.C.C. Columns beams clabs etc.
- WALLS: The external walls of the building shall be 200mm thick brick and the partition walls inside the flats shall be of 75mm thick both to be bounded with cement morter.
- 4. PLASTERING: All internal surface shall be plastered with cement and sand mortar, 12mm thick and finished with Wall Putty. All external walls shall be plaster with cement and sand 19mm thick and painted with first class water proof cement paints of reputed make.

- 5. FLOORING AND SKIRTING: All flooring and skirting inside the flat including the balcony shall be laid with Vitrified tiled/marble. The skirting shall be 4 inch. High. The toilet shall have 6 feet dado of non-sticky type first class Ceramic tiles above the counter including the sink area (Ceramic Tiles or equivalent).
 - 6. DOORS: All doors frame will be made of seasoned Salwood/Kapppur Wood. Both sides of all door shutter shall be digital flush door (Front side digital lamination & back side white lamination) with hinges, tower bolts, door stopper and mortice locks.
 - WINDOWS: All window frame shall be of sliding Aluminium framed glass panel.
 - 8. BALCONY: Half railing to be covered with grill.
 - GENERAL TOILET FITTINGS: All toilets shall be provided with concealed plumbing. Each bathroom shall have one European/Indian W.C. with one Cistern, one Basin, three concealed stop cocks, one shower.
 - 10. MASTER TOILET FITTINGS: All Sanitary fittings will be ISI Brand.
 - 11. **ELECTRICALS**: All electrical lines including earthing to be concealed having first class copper wires of proper gauge. All switch boards to be (switches/plugs/sockets/ potentiometers) of reputed make (ISI Brand) are to be provided on all electrical points, one A.C. and other amenities to be provided in each flat of Owner's allocation.

12. ELECTRICAL POINTS:

Bed room: Two light points, one fan points, one multi-plug point (6/16A) 1AC Point and one 6A power point

Kitchen: One light point one exhaust fan point, one 6A Power point, one Multi plug point (6/16A)

Bath room: One Gyeser point, one fan point, one light point, one plug point.

Living/Dining room: Two light points, one plug point 3 + 1 Power points, one T.V. Point and one refrigerator point.

Balcony: One light point and one plug point.

Stairs: One light point in each landing

- 13. ROOF: Water seepage treatment to be provided
- 14. STAIRS: All landing and steps of stair case will be marble finish.
- 15. **GROUND FLOOR**: All opening of Ground floor is to be laid with net cement finish.
- 16. WATER SUPPLY: One underground water reservoir for storing KMC Supplied water and one overhead water reservoir are to be provided with adequate horsepower capacity of pump of reputed make. If any problem arise then that should be solved by all the flat owners.
- 17. DRAINAGE: The drainage system of the newly constructed building shall be in total completed form in all respect which include the underground sewerage system and in case of arise any problem regarding such system all the flat owners shall repair the same as per their own decision.

GENERAL: All the internal approach Roads/Passage shall be of cement concreted (Jhama) and on edge of 75mm brick point, brick boundary wall upto a height of 5'-0" with both side plaster.

Each flat shall have separate CESC Meter and the cost of the same will be borne by all the Flat Owner individually and the existing meter will be treated as common.

Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the Purchaser only.

Maintenance of the flats at proportionate cost will be managed by the flat owner. Extra cost is to be paid in advance to the Contractor.

IN WITNESSETH WHEREOF the PARTIES herein put their respective sign and seal on the day month and year first above

SIGNED, SEALED & DELIVEREED

in presence of WITNESSES:

Soleper ku pro-und 82 Donedusten floot. Advocate. Judge's court, Alipare

2)

Soma Ghosh

SIDHHA CONSTRUCTION

Ruby Birwas

Drafted by:

SIDHHA CONSTRUCTION

SIDHHA CONSTRUCTION

Partner

Thank Mais Partner

Alipore Judges' Court

Kolkata - 700 027.

SIGNATURE OF THE DEVELOPER

Computer typed by:

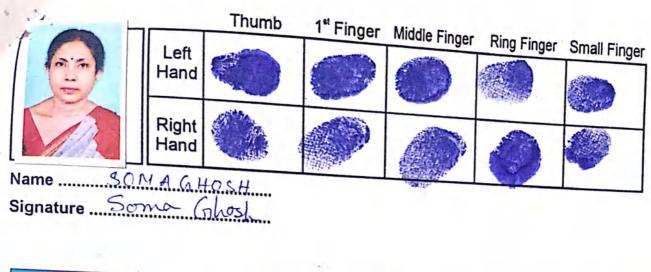
Alipore Judges' Court, Kolkata - 700 027.

MEMO OF CONSIDERATION:

RECEIVED a sum of Rs.8,00,000/- (Rupees Eight Lakhs) only from the developer as non-refundable amount as per memo below:-

Date	Cheque No.	Bank/Bra	nch	Amount (Rs.)
13.10.2023	236386	UCO Haridevpur B	Bank,	Rs.8,00,000/-
				Total Rs.8,00,000/-

2. Javealender Light By Kushkuman July, SIGNATURE OF THE OWNERS



		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
100	Left Hand					4
	Right Hand					

Name BIKASH KUMAR GUH Signature Rolkanhlung

		Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
рното	Left Hand					
PHOTO	Right Hand					

Signature

		Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
-11070	Left Hand					
РНОТО	Right Hand					

Signature



	Inumb	1st finger	middle finger	ring finger	smail finger
left hand		4.0			
right hand					2,7

Name MONTO DAS

Signature Monto Dow



	Thumb	1st finger	middle finger	ring finger	small finger
left hand		-			2
right hand			A Company		*

Name RUBY BISWAS

Signature Ruby Biswas :

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand				N. T.	



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS	Payment	Detail
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GRIPS Payment ID:

160120242035044178

Total Amount:

Bank/Gateway:

BRN:

Payment Status:

10042

9720814945632

SBI EPay

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

SBI Epay

16/01/2024 23:37:15

Payment Init. From:

Department Portal

16/01/2024 23:36:02

Depositor Details

Mobile:

Depositor's Name:

Mr Montu Das

9831703959

Payment(GRN) Details

GRN Sl. No.

Department

Amount (₹)

192023240350441798

Directorate of Registration & Stamp Revenue

10042

Total

10042

TEN THOUSAND FORTY TWO ONLY.

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

pages below.





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





GRN Details			
GRN:	192023240350441798	Payment Mode:	SBI Epay
GRN Date:	16/01/2024 23:36:02	Bank/Gateway:	SBIePay Payment Gateway
BRN:	9720814945632	BRN Date:	16/01/2024 23:37:15
Gateway Ref ID:	202401685774733	Method:	State Bank of India New PG DC
GRIPS Payment ID:	160120242035044178	Payment Init. Date:	16/01/2024 23:36:02
Payment Status:	Successful	Payment Ref. No:	2000086297/3/2024
			[Ouery No/*/Ouery Year]

Depositor Details

Depositor's Name:

Mr Montu Das

Address:

88/7, M.G Road kolkata 82

Mobile:

9831703959

EMail:

RAJESHDUTTAADV1999@GMAIL.COM

Period From (dd/mm/yyyy): 16/01/2024 Period To (dd/mm/yyyy):

16/01/2024

Payment Ref ID:

2000086297/3/2024

Dept Ref ID/DRN:

2000086297/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
	2000086297/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2000086297/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	8021
		The state of the s	Total	10042

TEN THOUSAND FORTY TWO ONLY. IN WORDS:

Major Information of the Deed

Deed No :	I-1602-00675/2024	Date of Registration	17/01/2024		
Query No / Year	1602-2000086297/2024		1		
Query Date		Office where deed is re			
	10/01/2024 7:47:54 AM	D.S.RI I SOUTH 24-P/ 24-Parganas	ARGANAS, District: South		
Applicant Name, Address & Other Details	S DAS ALIPORE,Thana : Alipore, Distric Mobile No. : 8240369134, Status	t : South 24-Parganas, WEST I	BENGAL, PIN - 700027,		
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]			
Set Forth value		Market Value			
		Rs. 44,37,001/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,021/- (Article:48(g))		Rs. 8,053/- (Article:E, E, B)			
Remarks Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urb area)					

Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahalma Gandhi Rd, Road Zone: (Kabar Danga More – Karunamoyee Ghat Road (Premises located NOT on M.G.Road)),, Premises No: 488C, Ward No: 115 Pin Code: 700082

Sch		Khatian Number	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number (RS:-)	Number	Bastu		3 Katha 8 Chatak			Width of Approach Road: 10 Ft.,
-	Grand	Total:	-		5.775Dec	0 /-	44,10,001 /-	

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
		100 0- 51 1	Pasidostial Usa Ca	mented Floor A	ge of Structure: OYear, Roof Type
		oor : 100 Sq Ft.,l of Completion: C	omplete	mented Floor, A	ge of Structure: 0Year, Roof Type:



Land Lord Details:

0	Name,Address,Photo,Finger p	orint and Signatu	ro	The second second second second second
	Name	Photo		Der verte distributed by the second
	Smt SOMA GHOSH Wife of Mr SARADINDU GHOSH Executed by: Self, Date of Execution: 17/01/2024 , Admitted by: Self, Date of Admission: 17/01/2024 ,Place : Office	3.0	Finger Print Captured	Signature Somo Ghash
		17/01/2024	17/01/2024	ROAD, P.S:-Lake, District:-South 24-
				ROAD, P.S:-Lake, District:-South 24 y Caste: Hindu, Occupation: House
	Executed by: Self, Date of E, Admitted by: Self, Date of Name	xecution: 17/01 Admission: 17/0	/2024 11/2024 ,Place :	Office
2	Executed by: Self, Date of E, Admitted by: Self, Date of	xecution: 17/01	12024	10xxxxxxxx8781, Status :Individual,

Developer Details :

SI No	
,	SIDHHA CONSTRUCTION 395, NASKAR PARA ROAD, City:-, P.O:- HARIDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, PAN No.:: AExxxxxx4H,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature No Name Photo Mr MONTU DAS Finger Print Signature Son of Mr PURNA CHANDRA DAS Date of Execution -17/01/2024, , Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office Jan 17 2024 2:28PM 88/7, M G ROAD, City:-, P.O:- HARIDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BPxxxxxx6G, Aadhaar No: 89xxxxxxxx3046 Status : Representative, Representative of : SIDHHA CONSTRUCTION (as PARTNER) Name Photo **Finger Print** Signature **Smt RUBY BISWAS** (Presentant) Wife of SANJOY BISWAS Date of Execution -17/01/2024, , Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office 17/01/2024 300, M G ROAD, City:-, P.O:- HARIDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BWxxxxxx8J, Aadhaar No: 53xxxxxxxx8700 Status : Representative, Representative of : SIDHHA CONSTRUCTION Finger Print Signature

3	Name	Photo	ringer rink	
	Mr JHANTU MAITY Son of Late SONU MAITY Date of Execution - 17/01/2024, Admitted by: Self, Date of Admission: 17/01/2024, Place of Admission of Execution: Office		Captured	Transa may
	Admission of Execution. Office	Jan 17 2024 2:31PM	LTI 17/01/2024	17/01/2024
				District: Courth 24

395, NASKAR PARA ROAD, City:- , P.O:- HARIDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CAxxxxxx6C, Aadhaar No: 77xxxxxxxxx1739 Status: Representative, Representative of: SIDHHA CONSTRUCTION

Identifier Details:

Identifier Betaile	Photo	Finger Print	Signature
Name	Filoto		
Mr SANJU DAS Son of Mr HARU DAS SODEPUR K K ROAD, City:-, P.O:- HARIDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082		Captured	- 3-25 - 3-25

	17/04/000			
dentifier Of Smt SOMA GHOSH	17/01/2024	17/01/2024	17/01/2024	
YTIAN	, WIT BIKASH KUMAR	GUHA, Mr MONT	17/01/2024 TU DAS, Smt RUBY BISWAS, Mr JHANTU	
	the second second second second		THE TOP BISWAS, ME JHANTU	J

Transf	fer of property for L1		
	From	To. with area (Name-Area)	
1	Smt SOMA GHOSH	SIDHHA CONSTRUCTION-2.8875 Dec	
2	Mr BIKASH KUMAR	SIDHHA CONSTRUCTION-2.8875 Dec	
	GUHA	SIDHHA CONSTRUCTION-2.8875 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
1	Smt SOMA GHOSH	SIDHHA CONSTRUCTION-50.00000000 Sq Ft	
2	Mr BIKASH KUMAR GUHA	SIDHHA CONSTRUCTION-50.000000000 Sq Ft	

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Endorsement For Deed Number : I - 160200675 / 2024

On 17-01-2024

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:27 hrs on 17-01-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Smt

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

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

Execution is admitted on 17/01/2024 by 1. Sml SOMA GHOSH, Wife of Mr SARADINDU GHOSH, 9A, MONOHARPUKUR 2ND LANE, P.O: SARAT BOSE ROAD, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 2. Mr BIKASH KUMAR GUHA, Son of Late BENOY KUMAR GUHA, BD 190, RABINDRA PÁLLY (N), Flat No: 2B, P.O: PRAFULLA KANAN, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Retired Person

Indetified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

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

Execution is admitted on 17-01-2024 by Mr MONTU DAS, PARTNER, SIDHHA CONSTRUCTION, 395, NASKAR PARA ROAD, City:-, P.O:- HARIDEVPUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:-700082

Indetified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business Execution is admitted on 17-01-2024 by Smt RUBY BISWAS,

Indelified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

Execution is admitted on 17-01-2024 by Mr JHANTU MAITY, Indetified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

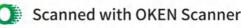
Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,053.00/- (B = Rs 8,000.00/- ,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 8,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/01/2024 11:37PM with Govt. Ref. No: 192023240350441798 on 16-01-2024, Amount Rs: 8,021/-, Bank: SBI EPay (SBIePay), Ref. No. 9720814945632 on 16-01-2024, Head of Account 0030-03-104-001-16



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Payment of Stamp Duty

Conflict that required Stamp Duty payable for this document is Ris. 7 0310, and Stamp Duty paid by Stamp Ris. Description of Stamp

1 Stamp Type Impressed Sensi no \$55688. Amount Rs 5,000,001. Date of Purchase, 17/01/2024, Vendor name Washing Capt

Description of Circles Payment Long Government Receipt Portal System (CRIPS), Financia Department, Govt. of WIS Online on 16/01/2026 11 57PM with Govt. Ref. No. 1920/2026050441F38 on 16/01/2024. Amount Rs. 2/021/- Bank Ref. 2/02 589 EP by | SillieP by | Ref. No. 97708 14945632 on 16.51.3034, Head of Australia 0030-02 103-003-02

> Suman Bassi DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. 11 SOUTH 24: PARGANAS South Jit Parganas, West Bengal

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

Volume number 1602-2024, Page from 33136 to 33173 being No 160200675 for the year 2024.



Digitally signed by Suman Basu Date: 2024.01.24 11:29:44 +05:30 Reason: Digital Signing of Deed.

(Suman Basu) 24/01/2024 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.

Dyan