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14/8 District Sub - Registrar - Office
South 24-Pgs.

8 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT

is made at Kolkata on this the 17th day of August 2022

BETWEEN

SMT. MALAYA GHOSH ,PAN NUMBER-DWTPG8532H ,EPIC No. - HLG1606318, Aadhaar Card No.- 8385 0008 2681, wife of LATE BIMAL GHOSH, Residing at- 343, LASKARPUR PURBAPARA, B.D.M.SCHOOL, SOUTH 24 PARGANAS, WEST BENGAL-700153, by faith- HINDU , by Occupation- HOUSEWIFE. , by Nationality- INDIAN, hereinafter referred to and called as the "OWNER/ VENDOR " , (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**;

AND

M/S- D.M.CONSTRUCTION , represented by its PROPRIETOR, SHRI. DHIMAN KUMAR KALI, PAN- BFJPK0951D, EPIC No.- WB/23/109/696298, Aadhaar Card No. - 2525 1156 9381, son of MADHUSUDAN KALI, residing at S.N. GHOSH AVENUE, ELAICHI,NARENDRAPUR, WEST BENGAL- 700103 by faith HINDU, by Occupation BUSINESSMAN, by Nationality INDIAN, having its place of business at the same address mentioned as residence, hereinafter referred to and called as the 'DEVELOPER ' (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Successors-in-Office, legal heirs/heirss, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS, SMT. MALAYA GHOSH is the sole and absolute owner of the homestead land measuring about 4 cottahs in E/P No. 542 in C.S. & R.S Plot no.1178P/1180P in Laskarpur Mouza, J.L.No. 57, under G.S. Scheme, Block-B, P.S.- Narendrapur, under Rajpur-Sonarpur Municipality, ward no.-31, Holding no.343, Purbapara, Kolkata-100153, (hereinafter referred to as the "said property") more fully described in SCHEDULE hereunder written as SCHEDULE-A and acquired and accepted this piece of land through a Registered Gift Deed as Donee from the Governor of Government of West Bengal as Donor in the year 1996.

AND WHEREAS, after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of 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 "Refugee") 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 WHEREAS, the DONEE therein and Owner/Vendor herein , was one of such persons who had come to use and occupy a piece of land particularly described in the Schedule hereunder as SCHEDULE -A ;

AND WHEREAS, the DONEE therein and Owner/Vendor herein, being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for her rehabilitation;

AND WHEREAS, the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (now Bangladesh) acquired land in C.S. Dag No.1178P/1180P, Mouza- Laskarpur, in Police Station -Sonarpur (Now Narendrapur) in the District - South 24 Parganas, in the urban area under the provisions of L.D.P. Act, 1948/L. A. Act I of 1894 including the plot now in occupation of the DONEE therein ;

AND WHEREAS, it has been decided by the Government to make a gift of the said plot of land in favour of the DONEE therein and Owner/Vendor herein, so as to confer absolute Right title and interest in the said land, the Government of West Bengal, transferred the same through a Gift Deed, duly registered in the office of the Additional District Registrar at Alipore, South 24 Parganas on 9th July 1996 and recorded in Book No. I, Volume-I, Page from 129 to 137, being DEED No. 33 for the year 1996 and became ceased and dispossessed there from

absolutely forever and she has been residing peacefully for a long time there, more fully described in the SCHEDULE-A hereunder written.

AND WHEREAS, the owner herein intends to develop the property by raising a multi-storied building upon the aforesaid property consisting of several self-contained residential flats, shops, car parking space and other commercial spaces thereon on different measurements and sizes, however, due to lack of experience, manpower, and other difficulties the owner herein could not materialize her said desire and as such she requested the Developer herein to undertake the aforesaid development work on the said property.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto on the following terms and conditions:

ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with: -

1.1 OWNER: shall mean the aforesaid **SMT. MALAYA GHOSH**, PAN NUMBER-DWTPG8532H, EPIC No. -HLG1606318, Aadhaar No.- 8385 0008 2681 wife of 'LATE BIMAL GHOSH' residing at 343, LASKARPUR PURBAPARA, B.D.M.SCHOOL, SOUTH 24 PARGANAS, WEST BENGAL- 700153, by faith HINDU, by Occupation HOUSEWIFE, by Nationality INDIAN, and her respective legal heirs, successors, legal representatives,

administrators, executors and assigns and her respective legal representatives, administrators, executors and assigns.

1.2 DEVELOPER: shall mean and include the M/S- D.M.CONSTRUCTION, represented by its PROPRIETOR, SHRI. DHIMAN KUMAR KALI, PAN-BFJPK0951D, EPIC No.- WB/23/109/696298, Aadhaar No. - 2525 1156 9381 son of SHRI MADHUSUDAN KALI, residing at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL- 700103 by faith HINDU, by Occupation BUSINESS, by Nationality INDIAN, its Proprietor, his Successors-in-Office, his legal heirs/heirress, executors, administrators, legal representatives and assigns.

1.3 TITLE DEEDS: shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.

1.4 PREMISES/PROPERTY: shall mean ALL THAT piece and parcel of land as described in the "A" SCHEDULE of this deed described herein below

1.5 NEW BUILDING: shall mean the Multistoried Building (G + upper storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the concerned Municipality (Rajpur-Sonarpur Municipality).

1.6 COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

1.7 COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.

1.8 SALEABLE SPACE: shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE: shall mean and include the total covered area of the unit plus minimum 20% service area, over the aforesaid total covered area, is applicable for individual unit.

1.10 BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality (Rajpur-Sonarapur Municipality) . Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

1.11 OWNERS' ALLOCATION shall be 50 % of total constructed area ,i.e., F.A.R(Floor Area Ratio) as per sanctioned plan of the concerned municipality of the proposed multi-storied building togetherwith undivided proportionate share of land and all other common facilities and amenities of the said property with a total receipt money of Rs.10,000,00/- (Rupees Ten Lakhs only) being the forfeited amount, out of which 50% (Rs. 5 Lakhs) to be paid, more fully described in the memo herein below at the time of execution and registration of this Development Agreement and Power of Attorney and the rest after the Building Plan being sanctioned by the concerned municipality and cost for Two shiftings.

Description of flats under owners allocation : Considering it to be a G + UPPER STORIED building 50% of the sanctioned F.A.R., (if G+4 storied building plan is sanctioned by concerned municipality owners allocation would

be flats of first and fourth floor or as would be mutually agreed upon as per sanctioned plan) .

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

1.12 DEVLOPER'S/PROMOTER'S ALLOCTION: Shall mean the remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities, i.e., 50 % of total constructed area ,i.e., F.A.R. (Floor Area Ratio) as per sanctioned plan of the concerned municipality of the proposed multi-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property.

Description of flats under DEVLOPER'S allocation :

Considering it to be a G + UPPER STORIED building, the Developer's allocation would be save and except the Owner's allocation , i.e., (if G+4 storied building plan is sanctioned by concerned municipality owners allocation would

be flats of flats of second and third floor or as would be mutually agreed upon as per sanctioned plan) and 50% of the covered area of the Ground Floor.

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

1.13 TRANSFER: shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMEENCEMENT & DURATION

2. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will come to an end.

**ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND
RESPONSIBILITIES**

3.1 The owner hereby declares that she is the single and absolute owner of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or any structure thereon.

3.2 That the owner hereby agreed that she will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.3. That the owner hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Complaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent

land and betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein.

3.4. That the owner shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer.

3.5 That the owner hereby undertakes to deliver and/or handover all the Photocopies and/or Original of all the Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.

3.6 That the Owner hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this

Agreement and hereby authorized the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and except the owner's allocation as mentioned.

3.7 The Owner hereby agrees to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owner will put her signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser.

3.8 The owner hereby undertakes not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the

intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period, then the owner will be entitled to get compensation/damages from the Developer as deemed fit by the Developer. Be it mentioned here that the Time will be essence of the contract.

3.9 That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 36 months from the date of obtaining the Sanctioned Building Plan and such time shall be enhanced and/or extended for any force-majeure, acts of God, lockdowns, pandemic, hindrances due to corona virus etc. and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer will fail or neglect to handover the possession of Owners' Allocation within the said stipulated 36 months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law. But in any case the completion of the project shall be done latest within 48 months from the date of execution of this Agreement.

**ARTICLE – IV: DEVELOPER'S RIGHTS, OBLIGATION AND
DECLARATION**

4.1 The Developer hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned by the concerned Municipal Authority, concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G + UPPER STORIED-storied Building will be submitted for sanction before the Rajpur-Sonarpur Municipality or the _____ concerned _____ Municipality.

4.2 The Developer hereby declares to take care of the local hazards or accident during the continuation of construction and the owner shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owner or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon

and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building within aforesaid stipulated months from the date of execution and Registration of this Agreement, and if required, the owner will further allow aforesaid stipulated months for delivery of possession of the owners' allocation without claiming any damages. *It is also agreed that the delivery of possession of the owners' allocation will be made first and after that the Developer will be entitled to handover possession of the Developer's Allocation* and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that *the Developer will obtain Completion Certificate (C.C.) at its/his own cost expenses* and Photo copy of the same will be given to all the owners/occupiers of the units of the newly constructed building.

4.4 That the notice for delivery of possession of the Owner's Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner are bound to take possession within 15 days from the date of service of this letter. If the owner fails to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation

already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice.

That the owner shall have to clear all the dues, if any due is caused, due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

4.5 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner are not to interfere during the construction and after completion of the building and handover of the same to the Owner and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

ARTICLE – V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's allocation.

5.2 That if the Developer fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the Owner shall have liberty to rescind this Agreement on re-payment of the cost and

expenses as well as the consideration money paid by the Developer as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

ARTICLE – VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owner in undisputed possession in respect of the owner's allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at his /its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. *The Developer on*

completion of the building shall obtain Completion Certificate from the Appropriate Authority concerned at its own costs and expenses.

6.4 That the Developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owner to the Developer for their respective meters in the individual name(s) of the Owner(s). It is also mentioned that the Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owner.

ARTICLE – VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats' owners will pay due according to their shares.

7.2 As soon as the respective self-contained flat is completed the developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the newly constructed building and after 15 days from the

date of service of such notice and at all times, thereafter the owner shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owner's allocation the said rates to be apportioned prorata basis with reference to the saleable space in the building if any are levied on the building as whole.

7.3 The Owner and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owner hereby agreed that she shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner for the same the developer will be entitled to get damages.

7.4 The owner or her agents or representatives or any third party of the owner's behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or her legal

representative(s) shall pay bond to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE – VIII. COMMON RESTRICTIONS

THE OWNER'S ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal / Municipal corporation authority concern in this behalf.

8.3 Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be

responsible for any deviation and/or breach of any of the said laws and regulations.

8.4 The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5 No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

8.7 Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding

and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE – IX. OWNER'S DUTY & INDEMNITY

9.1 The owner doth hereby agree and covenants with the Développeur not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious land owner, then owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2 The owner or her legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period

for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3 It is agreed that the owner will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer.

9.4 That the owner and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - X. DEVELOPER'S DUTY

10.1 That the Developer hereby agrees and covenants with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the owner's allocation in the building at the said premises after

delivery of Re-possession thereof to the owner and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.

10.2 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owner's allocation.

ARTICLE - XI. MISCELLANEOUS

11.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owner and/or her transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.3 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

11.4 This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

ARTICLE – XII. IMPOSSIBILITY AND FORCE MAJEURE

12. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in

fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or resulting from the following force majeure events : (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law or lockdown; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats (e.g. corona virus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event . The Impacted Party shall give prompt notice of the Force Majeure Event to the other party.

ARTICLE – XIII. ARBITRATION / LEGAL REMEDY CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

OR

SINCE, this transaction has taken place at NARENDRAPUR, WEST BENGAL. As such, appropriate and competent Courts of SOUTH 24 PARGANAS District shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Agreement.

SCHEDULE-A OF PROPERTY(Said Property)

All That piece and parcel of homestead land measuring about 4 cottah, more or less, together with 2 storied, each floor measuring 1000 Sq.ft. ~~R.T.S.~~ cemented floor structure lying and situated in L.O.P Number 542 & corresponding C.S. & R.S Plot no.1178P/1180P in Laskarpur Mouza, J.L.No. 57, under G.S. Scheme, Block-B, P.S.- Narendrapur, under Rajpur-Sonarpur Municipality, ward no.-31, Holding no.343, Purbapara,Kolkata-700153, DISTRICT -SOUTH 24 PARGANAS, , butted and bounded as follows:

On the North: L.O.P NO-541

On the South: L.O.P.NO.-543

On the East: DAG NO.-1180(P)

On the West : PURBAPARA ROAD

Krishna Mukherjee

(SPECIFICATION OF CONSTRUCTION FOR THE FLATS/ UNITS)

Structure: R.C.C. Frame structure with individual footing or raft foundation, piling may or may not be required will be decided as per soil test report.

Brick Work: Outer wall and common wall 8" and 4" brickworks wall respectively with good quality brick in cement mortar joint.

Flooring: Floor will be Marble/Stone or Tiles.

Doors and. Fittings : Al door-frame will be of Sal wood, Main door shutter will be hot press flush door with one side teak ply with necessary fittings and fixtures. Other doors will be hot press flush doors with necessary fittings and fixtures.

Window: Aluminum sliding window with float glass. MS Grill will be put as and where required.

Wall Finishing: Internal walls to be finished with 2 mm thick putty.

Kitchen : Kitchen countertop will be Black stone with steel sink with Branded Coloured tiles dado above the kitchen platform up to 2' height.

#Toilets and Sanitary: All toilets will be provided with Indian/European style water closet and P. V. C. Cistern, Glazed tiles upto 5' height with Branded C.P. fittings.

ELECTRICAL POINT: In Owners' allocated Flat will be provided with the following Electrical point.

All wiring will be done by copper wire.

Bed room each : 1 No. Single bracket point, 1 No. tube light point, 1 No. Fan point, 2 Nos. of ACS Point.

Drawing/ Dining Room : 2 No. Fan point, 1 No. Jhar point, 1 No. tube light point, 1 No. single bracket point, 2 No. 5/15 Amps Plug Point on switch board, 1 No. 15 Amp Plug Point for Freeze, in drawing room, 1 No. 5 Amp for TV/VCR point, 1 No. 15 Amp. plug point for washing machine.

Kitchen: 1 No. light point, 1 No. exhaust Fan Point, 1 No. 15 Amp Plug Point for Mixy and others.

Toilet (Common) : 1 No. light point, 1 No. 5 Amp plug point, 1 no. Exhaust Fan point, 1 No. Geyser point.

Toilet attached : 1 No. light point, 1 no. Exhaust Fan point.

Balcony : 1 No. light point, 1 No. 5/15 Amp plug on Switch board.

Door Entrance: 1 No. Calling. bell point.

Roof / Terrace Finish : Standard water proofing treatment as per ISI code and Concrete/Tile/ protective layer.

Reservoir : Common reservoir one underground and another on the terrace.

lift, lift well and its accessories.



16/03/8
DIN T 8532H
গ্রহীতা/দাতার নাম :-

	বৃদ্ধাঙ্গুলী	তর্জনি	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

টিপ / স্বাক্ষর :- *Shoyan*
01/584

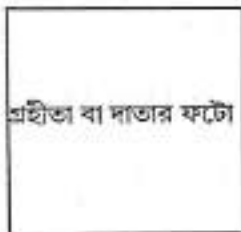


গ্রহীতা/দাতার নাম :-

	বৃদ্ধাঙ্গুলী	তর্জনি	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

৩৩

টিপ / স্বাক্ষর :- *Shimon Kumar Kal*

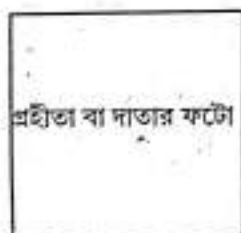


গ্রহীতা বা দাতার ফটো

	বৃদ্ধাঙ্গুলী	তর্জনি	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

গ্রহীতা/দাতার নাম :-

টিপ / স্বাক্ষর :-



গ্রহীতা বা দাতার ফটো

	বৃদ্ধাঙ্গুলী	তর্জনি	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

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

SIGNED SEALED AND DELIVERED

Malay G Ghosh
SIGNATURE OF THE OWNER

D. M. CONSTRUCTION

Dhiman Kumar Dahi
Proprietor
SIGNATURE OF THE DEVELOPER

In the presence of the following WITNESSES:-

1. NAME Bhola Nath Ghosh OCCUPATION Business

ADDRESS Laskarim Purbapma. Kol-153

SIGNATURE Bhola Nath Ghosh

2. NAME Bishwanath Ghosh OCCUPATION Service

ADDRESS Laskarim Purbapma Kol-153

SIGNATURE Bishwanath Ghosh

Drafted by me,

Read over and Explained to the Parties hereto

by me and Prepared in my office: -

Arghya Mukherjee

ARGHYA MUKHERJEE

ADVOCATE | HIGH COURT, CALCUTTA

(F/962/2020)

MEMO OF CONSIDERATION

RECEIVED a sum of ₹500000/- (Rupees Five Lakhs only) out of the Total forfeited amount of ₹ 10,00,000/- (Rupees Ten Lakhs Only) inclusive of all the charges and applicable taxes as an Advance/ Part Payment from the above named Developer against the said property.

BANK/ CASH	ACCOUNT NO.	CHEQUE /DD/UTR No.	AMOUNT (₹)
KOTAK MAHINDRA	4446216735	000001	3,00,000/-
CASH			2,00,000/-
TOTAL =			<u>5,00,000/-</u>

SIGNED, SEALED & DELIVERED,

Malaya Ghosh

SIGNATURE OF OWNER/ VENDOR

In presence of witnesses:-

- 1) Bhola Nath Ghosh
- 2) Bishwa Nath Ghosh

D. M. CONSTRUCTION

Dhiman Kumar Bha.
Proprietor

SIGNATURE OF THE DEVELOPER



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. GARIA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16292002483891/2022

1. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	MALAYA GHOSH 343, LASKARPUR PURBAPARA, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700153	Land Lord			<i>Malaya Ghosh</i> 17/08/22
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	DHIMAN KUMAR KALI S.N. GHOSH AVENUE, ELACHI, City:- , P.O:- NARENDRAPUR, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103	Representative of Developer [MS D.M. CONSTRUCTION]			<i>Dhiman Kumar Kali</i> 17/08/2022
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	ARGHYA MUKHERJEE Son of ARUN MUKHERJEE ALIPORE, City:- , P.O:- ALIPORE, P.S:-Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	MALAYA GHOSH, DHIMAN KUMAR KALI			<i>Arghya Mukherjee</i> 17/08/22

(Krishnendu Talukdar)

ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
GARIA
South 24-Parganas, West
Bengal



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

GRN Details

GRN:	192022230099695151	Payment Mode:	Online Payment
GRN Date:	17/08/2022 13:11:56	Bank/Gateway:	State Bank of India
BRN :	CKU4893698	BRN Date:	17/08/2022 13:12:50
Payment Status:	Successful	Payment Ref. No:	2002483891/4/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	DHIMAN KUMAR KALI
Address:	S N GHOSH AVENUE PIN 700103
Mobile:	7980283936
Depositor Status:	Buyer/Claimants
Query No:	2002483891
Applicant's Name:	Mr ARGHYA MUKHERJEE
Identification No:	2002483891/4/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002483891/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	9021
2	2002483891/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	14042

IN WORDS: FOURTEEN THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1629-05121/2022	Date of Registration	18/08/2022
Query No / Year	1629-2002483891/2022	Office where deed is registered	
Query Date	16/08/2022 5:54:30 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	ARGHYA MUKHERJEE 105, RAMKRISHNA NAGAR GARIA, KOLKATA-84, Thana : Bansdroni, District : South 24-Parganas, WEST BENGAL, PIN - 700084, Mobile No. : 7980283936, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 2/-		
Stamp duty Paid(SD)	Rs. 10,021/- (Article:48(g))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Market Value	Rs. 78,29,999/-		
Registration Fee Paid	Rs. 5,021/- (Article:E, E, B)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road, Mouza: Laskarpur, , Ward No: 031, Holding No:343 JI No: 57, Pin Code : 700153

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1178/1180	RS-542	Bastu	Bastu	4 Katha	1/-	64,79,999/-	Property is on Road
Grand Total :					6.6Dec	1/-	64,79,999/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	1/-	13,50,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MALAYA GHOSH Wife of Late BIMAL GHOSH 343, LASKARPUR PURBAPARA, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DWxxxxxx2H, Aadhaar No: 83xxxxxxxx2681, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/08/2022 Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS D.M. CONSTRUCTION S N GHOSH AVENUE , ELACHI, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 , PAN No.:: BFxxxxxx1D, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DHIMAN KUMAR KALI (Presentant) Son of MADHUSUDAN KALI S.N. GHOSH AVENUE, ELACHI, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx1D, Aadhaar No: 25xxxxxxxx9381 Status : Representative, Representative of : MS D.M. CONSTRUCTION (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
ARGHYA MUKHERJEE Son of ARUN MUKHERJEE ALIPORE, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of MALAYA GHOSH, DHIMAN KUMAR KALI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MALAYA GHOSH	MS D.M. CONSTRUCTION-6.6 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	MALAYA GHOSH	MS D.M. CONSTRUCTION-2000.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road,
Mouza: Laskarpur, , Ward No: 031, Holding No:343 JI No: 57, Pin Code : 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 1178/1180, RS Khatian No:- 542		

Endorsement For Deed Number : I - 162905121 / 2022

On 17-08-2022

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

Presented for registration at 18:36 hrs on 17-08-2022, at the Private residence by DHIMAN KUMAR KALI ,

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 78,29,999/-

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

Execution is admitted on 17/08/2022 by MALAYA GHOSH, Wife of Late BIMAL GHOSH, 343, LASKARPUR PURBAPARA, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession House wife

Indetified by ARGHYA MUKHERJEE, , Son of ARUN MUKHERJEE, ALIPORE, P.O: ALIPORE, Thana: Alipore, , Sour 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 17-08-2022 by DHIMAN KUMAR KALI, PROPRIETOR, MS D.M. CONSTRUCTION (Sole Proprietorship), S N GHOSH AVENUE , ELACHI, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103

Indetified by ARGHYA MUKHERJEE, , Son of ARUN MUKHERJEE, ALIPORE, P.O: ALIPORE, Thana: Alipore, , Sour 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

On 18-08-2022

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 : 46 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021/- (B = Rs 5,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/08/2022 1:12PM with Govt. Ref. No: 192022230099695151 on 17-08-2022, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU4893698 on 17-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000/-
by online = Rs 9,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10504, Amount: Rs.1,000/-, Date of Purchase: 16/08/2022, Vendor name:
Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/08/2022 1:12PM with Govt. Ref. No: 192022230099695151 on 17-08-2022, Amount Rs: 9,021/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKU4893698 on 17-08-2022, Head of Account 0030-02-103-003-02



Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1629-2022, Page from 158639 to 158681
being No 162905121 for the year 2022.



Digitally signed by KRISHNENDU
TALUKDAR

Date: 2022.08.30 16:28:26 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2022/08/30 04:28:26 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)