

SL-2879/24

I-2808/2024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AN 514307

S-2-1497334/24

DEVELOPMENT **AGREEMENT**

1. Date: 24/06/2024
2. Place : Kolkata
3. Parties :
 - 3.1 **SAGNIK DAS**. [PAN: AOOPD9134N], [AADHAAR NO.:213642712084] son of Mr. PRADIP KUMAR DAS by faith-hindu, by occupation- Service, residing at 79/1/A, R.B Road, Birati P.O.- Birati, P.S.- Nimta Kolkata- 700051, by Nationality Indian, hereinafter called as the "LAND OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**

Certified that the document is submitted to registration. This signature sheet and endorsement sheet attached to the document are the part of the document.

Additional District Sub-Registrar
Belghata 24 Pgs. (N)

24 JUN 2024

কমিক নং 1886 তারিখ 18-06-27
যাচা : 150
ক্রেতা :
ঠিকানা :
ভেণ্ডার :
নব্বিন্দেয়া :
কাশিপুর দয়াদয় এ

18-06-27

Sukharish Saha
Adv
High Court

Ranjita Paul

ভেণ্ডারের নাম :
উজ্জ্বলির নাম :-
টি ডি নং :
স্টাম্প বরাদ্দের তারিখ :
এ টি ডি নং মোট কত টাকার
স্টাম্প বরাদ্দ করা হয়েছে।

11/11/2024



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24 JUN 2024

ক্রমিক নং 1887 তারিখ 18-06-24

ইলা : 150

ক্রেতা :

ঠিকানা :

ভেণ্ডার :

লাইসেন্স ভেণ্ডার

কাশিপুর দমদম প্রা. অফিস

Subhasish S
Adm
Highway

Ranjita Paul

ভেণ্ডারের নাম : রিতা পাল

ট্রেজারীর নাম :- ব্যারাক

টি ভি নং :

স্ট্যাম্প খরচের তারিখ : 11 JUN 2024

এ টি.ভি. নং মোট কত ফিচার

স্ট্যাম্প খরচ করা হয়েছে।



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AND

3.2 SHINE CONSTRUCTIONS, having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA [Pan no:CTCPS6817E],[AADHAARNO: 913470032118]** son of Lt. Sunil Saha, by faith -Hindu , by occupation - Business, by nationality - Indian, residing at 101 R..B Road, P.s & P.o -Nimta Kolkata-700049 hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, legal representative, successor -in-interest, office bearers for the time being in force and assigns) of the **OTHER PART.**

4. THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

Subject Matter of Development: Construction of multi storied residential building on the aforesaid plot of land.

Development Project & Appurtenances: Construction of multi storied residential building consisting with mainly flats various garage on the aforesaid plot of land.

Project Property:

ALL THAT the piece and parcel of Shali land measuring **7cottahs 00 chittacks 38 sqft** including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft more or less, comprising in corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No. : 2813/3605 under R.S. khatian No.1161 crossponding L.R. khatian No. 4815, of the Mouza Uttar Nimta , J.L.No .2 , Touzi No.172 ,Holding No.61(16) R.B Road , Kolkata-700049 within the jurisdiction of Nimta police station , within the local limit of North Dumdum Municipality, being Municipal Ward No 12 in the District North 24 Parganas, within the jurisdiction of A.D.S.R.Belghoria in the District North 24 Parganas, more fully described in the First Schedule hereinafter written. (referred hereafter as said plot of land).




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5. Background, Representations, Warranties and Covenants :

- i) One MRINALINI DEVI and KRISHNA MUKHOPADHYA is the sole owner and possessor of a plot of land measuring 10 (TEN) cottahs 00 (Zoro) chittacks 00 (Zoro) sqft an area comprising in C.S Dag No.2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No.: 2813/3605 under R.S. Khatian No.1161 , presently L.R Khatian No.1889 and 564 of the Mouza Uttar Nimta , J.L.No. . 2 , Re Sa. No. 102 Touzi No. 172 within the jurisdiction of Nimta police station , within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road (Rishi Bankim Road) in the District North 24 Parganas, Which is absolutely free from all encumbrance whatsoever by virtue of purchases from PRIYABRATA GHOSH by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Cossipore Dum Dum. Office and recorded in for the year 1950, on 03/05/1950 against valuable consideration .
- ii) Since their purchase as above, the MRINALINI DEVI and KRISHNA MUKHOPADHYA is the sole owner and possessor of a plot of land measuring 10 (TEN) cottahs 00 (Zoro) chittacks 00 (Zoro) sqft land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
- iii) MRINALINI DEVI and Other herein agreed to sell and the purchaser SATYA RANJAN ROY agreed to purchase land measuring 7 (Seven) cottahs 08(eight) chittacks 30(thirty) sqft out of the said 10(TEN) cottahs 00(Zoro) chittacks 00 (Zoro) sqft comprising in C.S Dag No. 2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No. : 2813/3605 under R.S. Khatian No. 1161, presently L.R Khatian No. 1889 and 564 of the Mouza Uttar Nimta , J.L.No. . 2 , Re Sa. No. 102 Touzi No.172 within the jurisdiction of Nimta police station , within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road (Rishi Bankim Road) in the District North 24 Parganas, ,by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book No.1, volume No. 67 , pages 229 to 232 , being No.4030 for the year 1956, on 18/07/1956 against valuable consideration .



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- iv) Since their purchase as above, the SATYA RANJAN ROY is the sole owner and possessor of a plot of land measuring 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
- v) SATYA RANJAN ROY herein agreed to sell and the purchaser AJIT CHANDRA SARKAR agreed to purchase land measuring 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft comprising C.S Dag No.2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No.: 2813/3605 under R.S. Khatian No.1161, presently L.R Khatian No. 1889 and 564 of the Mouza Uttar Nimta, J.L.No. . 2, Re Sa. No. 102 Touzi No.172 within the jurisdiction of Nimta police station, within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road in the District North 24 Parganas, Kolkata-700051, by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum against valuable consideration.
- vi) Since their purchase as above, the AJIT CHANDRA SARKAR as the absolute owner of the said 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft more or less, land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
- vii) AJIT CHANDRA SARKAR herein agreed to sell and the purchaser PRADIP KUMAR DAS agreed to purchase agreed to purchase land measuring 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft out of the said total land 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft comprising C.S Dag No.2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No.: 2813/3605 under R.S. Khatian No.1161, presently L.R Khatian No. 1889 and 564 of the Mouza Uttar Nimta, J.L.No. . 2, Re Sa. No. 102 Touzi No. 172 within the jurisdiction of Nimta police station, within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road (Rishi Bankim Road) in the District North 24 Parganas, by a kobala in Bengali Language and Bengali character



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registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book No.1, volume No.: 35 , pages 193 to 196 , being No. 1994 for the year 1982, on 14/05/1982 against valuable consideration .

- viii) Since their purchase as above, PRADIP KUMAR DAS as the absolute owner of the said 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft more or less, including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft more or less land free from all encumbrances, attachments liens etc of any manner and whatsoever nature and have the full right to dispose or transfer the same to anybody in any way as he will think fit and proper.
- ix) AND WHERE AS now Pradip Kumar Das gifted aforesaid total land to his own son said SAGNIK DAS by the strength of a Registered Deed of Gift, registered on 03/05/2021, in the office of the District Sub Registrar , Barasat and recorded in Book No. 1, Pages 1907 206493 to 206519, Being No. 150106112, in the year 2021, against love affection mentioned thereon.
- x) That the virtue of above Gift Deed the said SAGNIK DAS (the Land Owner herein) is the absolute owner and possessor of plots land total 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft more or less, including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft absolutely free from all encumbrances whatsoever by virtue of registered Deed of Gift from his father and have been absolutely free from all encumbrances and have been enjoying the peacefully , free, absolutely and without any interruptions from any corner whatsoever and have full right to enter and execute all Agreement, dispose or transfer the same to anybody in any way as they will fit and proper.

Desire of the Development of the land & Acceptance:

The present land owners intend to develop the said property by raising construction of multistoried building thereon. But due to some financial difficulties it is not possible to construct the same and finding no other alternative but searched out one reputed Developers, who will be able to look after, control and develop /construct and/or undertake the aforesaid job at their own costs and expenses.




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SHINE CONSTRUCTIONS, having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA [Pan no:CTCPS6817E],[AADHAARNO: 913470032118]** son of Lt. Sunil Saha, by faith -Hindu , by occupation - Business, by nationality - Indian, residing at 101 R..B Road, P.s & P.o -Nimta Kolkata-700049 hereinafter called and referred to as the "**DEVELOPER**"(which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, representative, office bearers for the time being in force and assigns) .

Registered General Power of Attorney: For the smooth running of the said project, the said land owners agreed to execute a registered General Power of Attorney after sanctioned of site plan from concerned authority by which the Landowner herein have appointed and nominated Developers herein* as their Constituted Attorney only for such development.

DEFINITION:

Building: shall mean multi storied residential building so to be constructed on the project property.

Common Facilities: shall mean entrance of the building, staircase, roof of the building, pathway lift , pump room, overhead water tank, boring with submersible water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

Saleable Space: shall mean the space within the building, which is to be available as a flats / garages, for independent use and occupation in respect of Owner's Allocation & Developers Allocation as mentioned in this Agreement.

Landowner consideration: shall mean the consideration against the project by the Owner, more fully described in Second Schedule hereunder written and including the



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proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written.

Developers consideration: shall mean all the remaining area of the proposed, multi storied building excluding Landowner Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written.

Architect / Engineer: shall mean such company/ person or persons being appointed by the Developers.

Transfer: with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.

Building Plan: shall mean such plan or revised sanctioned plan for the construction of the Multi storied residential building, which will be sanctioned by the North Dum Dum Municipality in the name of the Landowner/Developer for construction of the building, including its modification and amenities and alterations.

Built Up Area (For any Individual Unit) : Here Built up area means the area of covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and 10% percent area covered by the individual wall for the said unit.

Covered Area (For any Individual Unit) : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift areas.

LANDOWNER RIGHT & REPRESENTATION:

Indemnification regarding Possession & Delivery: The Landowner are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developers to develop the project property.

Free From Encumbrance: The Owner also indemnifies that the project property is free from all encumbrances and the Landowner have marketable title in respect of the said premises.




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DEVELOPERS / PROMOTER'S RIGHTS:

Authority of Developers: The Developers shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement with intending purchaser not any final deed of Covance until not handover the owner allocation or borrow money or take any advance against their allocation or acquired right under this present agreement without creating any liabilities of the land owners. The developer shall not be authorized to sub contract the whole work to do any party without the consent of landowner.

Right of Construction: The Landowner hereby grants permission exclusive rights to the Developers to build new residential building upon the project property by following the Govt & Municipality rules & regulation..

That amalgamation with the adjacent plot of lands West side of the said premises is to be allowed by the owners for construction of multi storied building.

Construction Cost: The Developers shall bear total construction work and any other cost for grants permission from any statutory authority the present building at his/their own costs and expenses.

Sale Proceeds of Developers Allocation: The Developers will take the sale proceeds of Developers Allocation exclusively.

Booking & Agreement for Sale: Booking from intending purchaser for Developers Allocation will be taken by the Developers and the agreement with the intending purchasers will be signed by the Developers and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developers Allocation either partly or wholly will be taken by the Developers and issue money receipt in his/their own names but without creating any liability on the Owner.

Selling Rate: The selling rate of the Developers Allocation will be fixed by the Developers without any permission or consultation with the Landowner.

Profit & Loss: The profit & loss, earned from the project will be entirely received or borne by the Developers and no amount will be adjusted from the Owner's Allocation on accounts of loss or vice versa on account of profit from Developers Allocation.






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Possession to the Owner: On completion of the project, the Developers will hand-over peaceful possession of the Owner's Allocation rights to the Owners with Possession Letters .

Possession to the intending purchaser: On completion of the project, the Developers will hand over the possession first to the Land owners positively and thereafter to the intending purchasers. Possession Letters will be signed by the Developers as the representative and Power of Attorney holder of the Landowner.

Deed of Conveyance: The Deed of Conveyance will be signed by the Developers on behalf of and as representative and registered Power of Attorney Holder of the Landowner.

CONSIDERATION:

Permission against Consideration: The Landowner grants permission for exclusive right to construct the proposed residential building in consideration of Owner's Allocation to the Developers.

DEALING OF SPACE IN THE BUILDING:

Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Owner's Allocation in the building and the Developers shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation.

Exclusive Power of Dealings of Developers : The Developers shall be exclusively entitled to the Developers Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers Allocation. Car Parking or garage area shall not be sold to not flat owner.

POWER AND PROCEDURE:

To appear and represent before the authorities of North Dumdum Municipality, W.B.S.E.D.C.L, Income Tax Department Authorities under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the




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needful as per the terms and conditions mentioned in this present Development Agreement for Registration of flats, garage spaces of Developers Allocation.

To apply and obtain, electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other agents and Sub-Contractor for the aforesaid purpose as the said attorney may think fit and proper.

To defend possession, manage and maintain the said premises including the building to be constructed thereon. To sign, verify and file application, forms, building plans and revised building plans for multi storied residential building, documents and papers in respect the said premises before North Dumdum Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of a building over and above the said premises.

To pay all Municipal and other Statutory Taxes, in respect of the said premises and building on behalf of the Owner and in the name of the Owner as and when the same will become due and payable. To enter in to any Agreement for Sale, Memorandum of Understanding and / or any other instrument and document in respect of flat/s, and / or car parking spaces within Developers Allocation in the said new building in favour of the intending purchaser/s except the area to be retained by the Owner in terms of the Agreement for Development. To take finance/loan in the name of the Attorney and/or any nominated purchasers of the attorney from any financial concern by depositing and mortgaging flat/flats/shops from Developers Allocation and to sign in the papers and documents for the said purpose. Owner's Allocation will not cover any loan, the said Owner's Allocation free from any liabilities.

To receive the consideration money in cash or by cheque / draft in the name of attorney from the intending purchaser or purchasers for sale or booking of flat/s or car parking spaces within developer allocation and shall grant receipts thereof and to give full discharge to the purchaser/s as lawful Representatives.

To execute necessary Deeds of Conveyance in favors of the intending purchasers for flats/garages and car spaces within the Developers Allocation by putting signature






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on behalf of the Owner and also to receive full and final consideration of the flats,/garages and car spaces within the Developers Allocation and giving discharge to the intending purchasers by issuing money receipts in the name of the attorney.

To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this present agreement as may be necessary for the purpose for sale of the flats /and car parking spaces in the said building over and above the said premises.

To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.

To sign, declare and/or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith.

That attorney will do all the necessary steps before the proper Registering Officer according to the condition mentioned in this present Agreement for Development.

For all or any of the purposes herein before stated and to appear and represent the Owner before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the present Development Agreement.

The attorney will do the aforesaid act, deed and things regarding development of the land mentioned in the schedule of the present Agreement for Development,

NEW BUILDING:

Completion of Project: The Developers shall at his/their own costs construct and complete the proposed building with good and Indian standard materials as may be specified by the Engineer of the Developers from time to time.

Installation of Common Amenities : The Developers shall install and erect at the building at Developers own cost and expenses, submersible pump water, storage tank with pump, overhead reservoir, electrification, Lifts, install permanent Electric Transformer or electricity meter, electric connection from the W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided therein



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of the residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

Architect Fees etc.: All costs, charges and expenses including Architect's fees, designer's, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developers and the Landowner shall bear no expenses & responsibility in this context.

Municipal Taxes & Other Taxes of the Property: The Developers shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property up to the date of this agreement and the same to be continuing by the Developers till the date of completion of the construction and allocation. From the date of allocation handing over of the floor area between the Landowner and the Developers the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developers and area of Landowner, by the Developers and / or his nominees and the Landowner and / or his nominee / nominees respectively.

Upkeep ,Repair & Maintenance : Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply ,sanitation and other fittings and Fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

PROCEDURE OF DELIVERY OF POSSESSION TO OWNER:

Delivery of Possession: As soon as the building is completed, the Developers shall give written notice to the Landowner requesting the Landowner to take possession of the Owner's Allocation in the building and certificate of the Architect /L.B.S or the Municipality being provided to that effect. Also provided completion certificate to the landowner.

Payment of Municipal Taxes: After 30 days from the date of service of such notice and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' Allocation only.



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Share of Common Expenses & Amenities : As and from the date of delivery of possession, the Landowner shall also be responsible to pay and bear and shall pay to the Developers / Flat Owner's Association, the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

COMMON RESTRICTION:

Restriction of Owners and Developers in common : The Owner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developers Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building, as well as flat or any vacant spaces not used for commercial purpose.

Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without consent of the other in this behalf.

Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all the terms and conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking; to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.



A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' followed by a horizontal stroke.

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Both parties shall abide by all laws, bye-laws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.

No goods of other items shall be kept by the either party 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 covenant of users in the corridors and other place of common use in the building.

Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

The Landowner shall permit the Developers and its servants and agents with or without workman and other at all reasonable times to enter into and upon their Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

OWNERS' OBLIGATION:

No Interference:

The Landowner hereby agrees and Covenant with the Developers:

Not to cause any interference or hindrance in the construction of the building except in case of use of poor quality of construction materials carrying and workmanship by the Developers as per sanction plan/revised plan.

Not to do any act, deed, whereby the Developers may be prevented from selling, assigning and / or disposing of any of the Developer allocated portion in the building.

Not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developers during the period of construction.



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DEVELOPERS OBLIGATIONS:

Time Schedule of Handing over Owner's Allocation: The Developers hereby agrees and covenants with the Landowner to handover Owner's Allocation within **24 months** from the date of signing of this register agreement. If developer fail to handover Owner's Allocation above said time the developer pay Rs **5,00,000/-** (five lakh only) per month as penalty compensation.

If developer cancel this agreement in any point of time within 24 months from the date of signing of the this register agreement then developer have to pay 75,00,000/- (seventy five lakh) to the landowner.

No Violation: The Developers hereby agrees and covenant with the Landowner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Landowner are prevented from enjoying, selling, assigning and / or disposing of any Owner's Allocation in the building at the said premises vice versa.

The said developer shall not do any construction work on the afore said small water body measuring 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft. The developer herein convert the afore said small water body for the purpose of beautification of the said proposed building and before final the plan developer has to intimated consult with the landowner.

OWNER'S INDEMNITY :

Indemnity : The Landowner hereby undertake that the Developers shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developers perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

It is also stated herein by the developer that they will remove the residential house or structure standing on the said land fully and start contraction work as early as possible from the date of sanctioned of the site plan from concerned authority at the costs and expenses of the Developer.

DEVELOPERS INDEMNITY:

The Developers hereby undertake to keep the Landowner Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developers in relation to the construction of the said building.



Addl. District Sub-Registrar
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Against all actions, suits, costs, proceedings and claims that may arise out of the Developers actions with regard to the development of the said premises and / or for any defect therein.

MISCELLANEOUS:

Contract Not Partnership: The Landowner and the Developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developers in any manner nor shall the parties hereto be constituted as association of persons.

Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developers various deeds, matters and things not hereby specified may be required to be done by the Developers and for which the Developers may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein.

FORCE MAJEURE: The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majors and shall be suspended from the obligations during the duration of the force major. Force major shall mean flood, earthquake, riot, war, storm, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

JURISDICTION:

The Court of North 24 Parganas alone shall have the Jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.





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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land hereby Development Agreement hold)

ALL THAT the piece and parcel of land measuring 7cottashs 00 chittacks 38 sqft comprising in C.S DAG No. 2813, corresponding R.S. Dag No 2813 / 3605 presently L.R. Dag No.2813/3605 under R.S. khatian No.1161 crossponding L.R. khatian No. 4815, of the Mouza Uttar Nimta , J.L.No .2 , Touzi No.172 ,Holding No.61(16) Rishi Bankim Road Kolkata-700049 within the jurisdiction of Nimta police station , within the local limit of North Dumdum Municipality, being Municipal Ward No 12 in the District North 24 Parganas, within the jurisdiction of A.D.S.R., Belghoria in the District North 24 Parganas,and the said land is butted and bounded as follows :-

ON THE NORTH	BY other land L.R dag no 2813/3605
ON THE SOUTH	BY other land L.R dag no 2813/3605
ON THE EAST	BY Rishi Bankim Road
ON THE WEST	Vacantland of Abhijit Mukhopadhyay

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER ALLOCATION: The Owner Allocation will be allotted as follows:-

The Owners will be get **47%** covered area according to his own land and where according to the Sanction plan of the said proposed building . Other than the constructed spaces herein above stated the land owner herein shall not claim anything from the Developer herein.

The owners will be getting the said flats in habitable condition with proportionate share of the land, the said property together with the undivided, proportionate and impartibly share of land with facilities as mentioned in the Fourth Schedule hereunder written.

It is settled that on agreement, the Owner will give identical possession of existing land and also registered Power of Attorney in favors of the Developers for acting in accordance with the clauses and powers delivered to the Developers by the



[Handwritten signature]

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Landowner. The Landowner will also give permission to amalgamate their plot with other west neighbor plots.

That when the agreement between developer & landowner has been registered the developer shall pay to 2 family shifting charges to the landowner and the said developer shall pay the monthly present actual rent **25,000/-(15000+10000)** to the family till handover possession of owner's allocation. In case of shifting of families from present place to another place due to non extension of rent agreement developer have to pay shifting charges & new house rent.

THIRD SCHEDULE ABOVE REFERRED TO

(Developers Allocation)

DEVELOPERSALLOCATION : shall mean all the remaining portion of the entire building (excluding Owner's Allocation including the common facilities common parts and common amenities of the building) and the said property absolutely shall be the property of the Developers after providing the Owner's Allocation as aforesaid and together with the absolute right of the part of the Developers to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specifications)

STRUCTURE: Building designed with R.C.C. frame structure with pile foundation (as per soil report recommendation) which based on individual column, design approved by the competent authority.

EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar. 5" thick brick wall and plastered with cement mortar for bathrooms & kitchen.

INTERNAL WALL: 5" & 3" thick brick wall and plastered with cement mortar.

FLOORING : Flooring shall be with digital vitrified tiles of reputed make like KAJARIA /JOHNSON/NITCO/SOMANY with 6" skirting.

BATH ROOM: Bath room fitted up to door level with white glazed tiles of KAJARIA/JOHNSON brand. Before fixing glazed tiles wall shall have waterproof plaster /resin coat.

KITCHEN: Cooking platform and stainless sink with tap platform will be of Granite stone ,up to window top/ lintel bottom height glazed white/decorative tiles above the platform to protect the oil spot. Below platform granite slab shelves have to be provided.

STAIR CASE TREADS , RISES &LOBBY: Shall be furnished with marbel/granite stone.




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Belghoria, 24 Pgs. (N)

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NAME OF PREMISES: As per Land Owner choice.

TOILET: One toilet of Indian type with white pan, and other toilet of Western type white commode hindware, cera or reputed make of P.V.C. Cistern or both western type if asked for. All fittings are in standard type. One hand wash basin with mirror of standard brand in dining space of the flat.

DOORS: Main entrance door shall be Sal wood frame & SAGUN wood. Reaming all doors shall be Sal Wood frame & flush doors. Bathroom door shall be PVC Door. Entry to balcony door shall have separate mosquito net door.

WINDOWS: Aluminum sliding window with provision for **metal fabric mosquito net** & steel grill.

WATER SUPPLY: Water supply around the clock is assured for which necessary Submersible Pump will be installed..

PLUMBING: Toilet concealed piping with three bibcock, one mixture one shower, in toilet, all fittings, are good quality. Hot water pipe line with necessary insulation cover shall be provided

ELECTRICAL WORKS:

1. Full concealed wiring with copper wire. The switches of the electrical goods are Standard Quality.
2. In Bed room: Two light points, one 5 amp. Plug point, one 15 amp(for ac connection) one fan point.
3. Living/dining room: Two light points, two Fan point, two 5 amp. plugs, three 15 amp. Plug points (as per required location), cable connection point.
4. Kitchen: One light point, one exhaust fan point 15 amp. plug point.
5. Toilet: One light point, one 15 amp. Plug point & one exhaust fan point. Both toilet shall have hot water facilities.
6. Verandah: One light point & One 5 amp. Plug point.
7. One light point at main entrance.
8. Calling bell: One calling bell point at the main entrance.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

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

SIGNED, SEALED AND DELIVERED

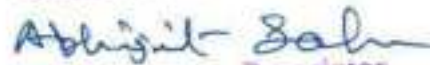
By the parties at Kolkata in the presence of:

1. Sanjay - Ghosh
of 36 Patna Road
Nimta Kal - 49

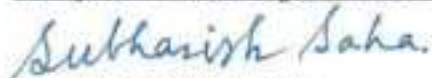
2.  Sagrik Das

SIGNATURE OF THE LAND OWNER

SHINE CONSTRUCTIONS


Proprietor

Drafted and Explained by:


(SubhasishSaha)

Advocate

(F/1591/2008)

(High Court)

SIGNATURE OF THE DEVELOPERS



A handwritten signature in black ink, consisting of a stylized 'A' with a loop.

Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)
24 JUN 2024

SIGNATURE OF THE
PRESENTANT /
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B.- L.H. BOX – SMALL TO THUMB PRINTS
R.H. BOX – THUMB TO SMALL PRINTS

	LH					
	RH					

ATTESTED :- *Sagnik Das*

	LH					
	RH					

ATTESTED :- *Abhijit Sahu*

PHOTO	LH					
	RH					

ATTESTED:-




Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

24 JUN 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



230620242008980458

GRIPS Payment Detail

GRIPS Payment ID:	230620242008980458	Payment Init. Date:	23/06/2024 22:11:38
Total Amount:	6941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9209768785420	BRN Date:	23/06/2024 22:11:55
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr ABHIJIT SAHA
Mobile: 9903553202

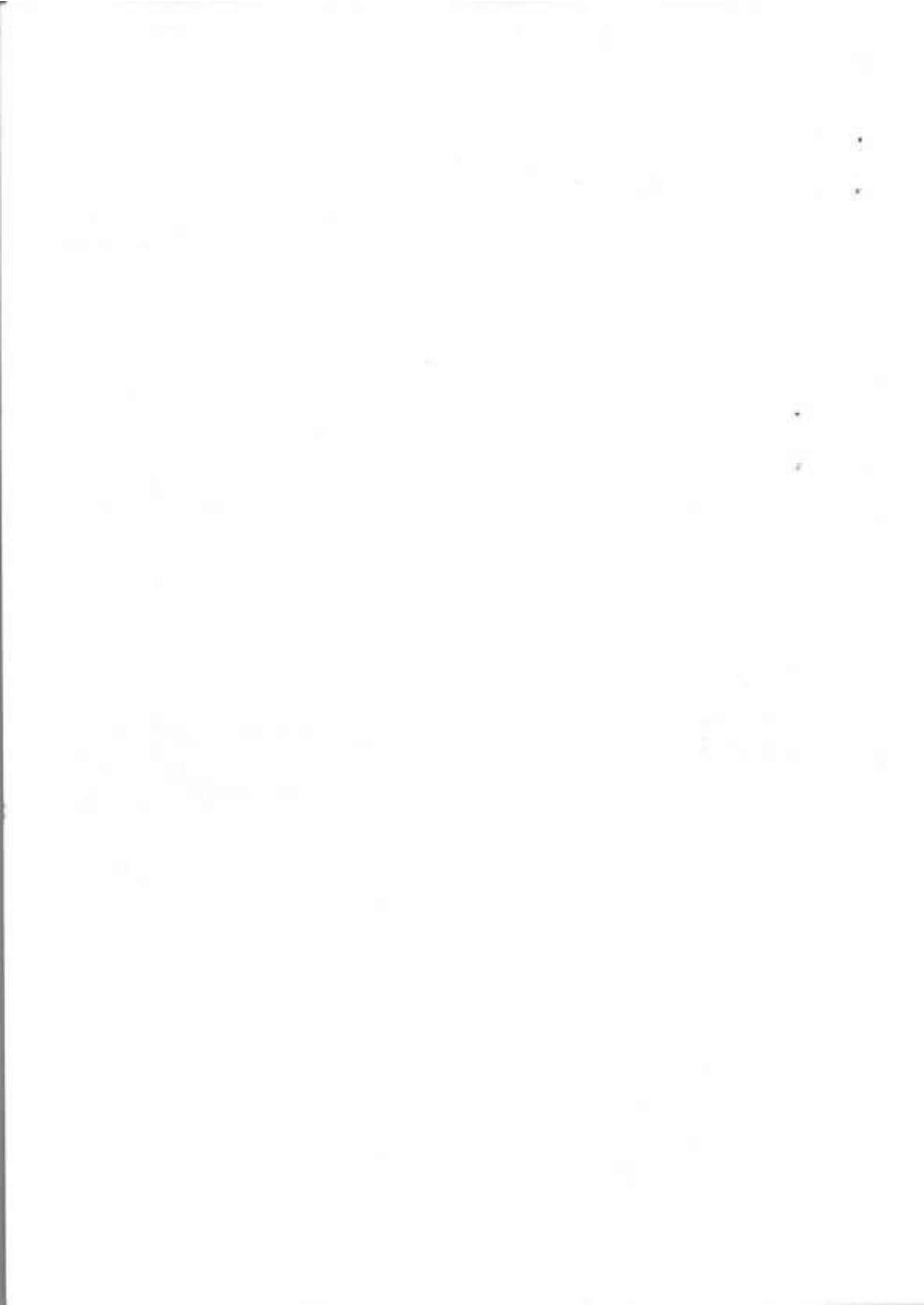
Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250089804598	Directorate of Registration & Stamp Revenue	6941
Total			6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

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

PAID





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



192024250089804598

GRN Details

GRN:	192024250089804598	Payment Mode:	SBI Epay
GRN Date:	23/06/2024 22:11:38	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	9209768785420	BRN Date:	23/06/2024 22:11:55
Gateway Ref ID:	2911151368	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	230620242008980458	Payment Init. Date:	23/06/2024 22:11:38
Payment Status:	Successful	Payment Ref. No:	2001497334/5/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr ABHIJIT SAHA
Address:	Nimta
Mobile:	9903553202
Period From (dd/mm/yyyy):	23/06/2024
Period To (dd/mm/yyyy):	23/06/2024
Payment Ref ID:	2001497334/5/2024
Dept Ref ID/DRN:	2001497334/5/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001497334/5/2024	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	2001497334/5/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				6941

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

PAID



Major Information of the Deed

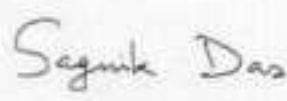
Deed No :	I-1526-02808/2024	Date of Registration	24/06/2024
Query No / Year	1526-2001497334/2024	Office where deed is registered	
Query Date	18/06/2024 6:47:52 PM	A.D.S.R. Belghoria, District: North 24-Parganas	
Applicant Name, Address & Other Details	SWAPNA SARKAR MOHINI MILL QUARER, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700083, Mobile No. : 9674521699, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4309] Other than Immovable Property, Indemnity Bond [Rs : 75,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 44,43,246/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,120/- (Article 48(g))	Rs. 28/- (Article: E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

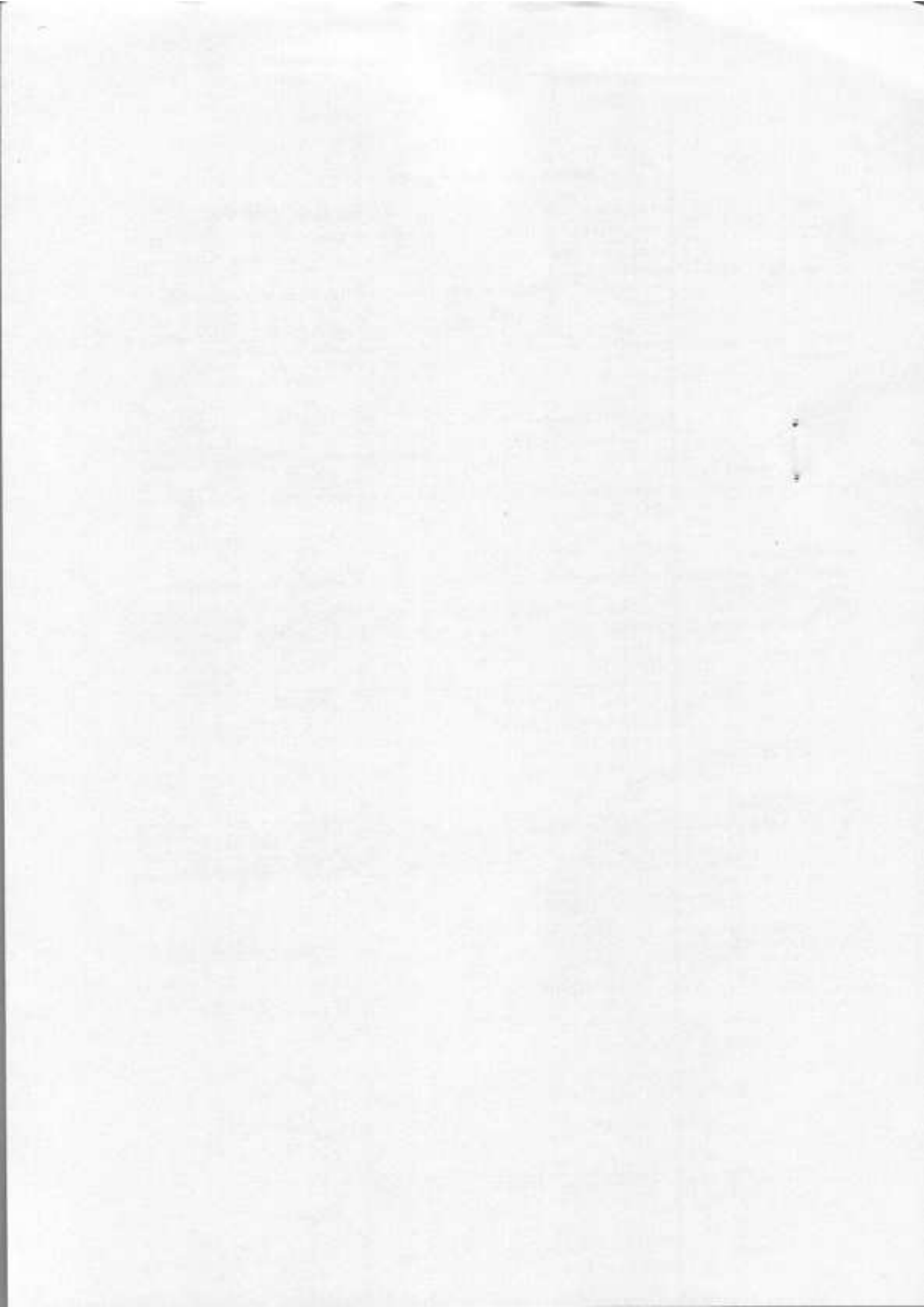
Land Details :

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Rishi Bankim Road, Mouza: Uttar Nimta, JI No: 0, Pin Code : 700049

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2813/3605 (RS -)	LR-4815	Bastu	Shali	7 Katha 38 Sq Ft	1/-	44,43,246/-	Property is on Road Adjacent to Metal Road,
Grand Total :					11.6371Dec	1/-	44,43,246/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SAGNIK DAS Son of Mr PRADIP KUMAR DAS Executed by: Self, Date of Execution: 24/06/2024 , Admitted by: Self, Date of Admission: 24/06/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	24/06/2024	24/06/2024	LT1	24/06/2024



79/1/A R.B. ROAD, City:- , P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: AOxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 24/06/2024 , Admitted by: Self, Date of Admission: 24/06/2024 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHINE CONSTRUCTIONS 101 R.B. ROAD, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049 , PAN No.: CTxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

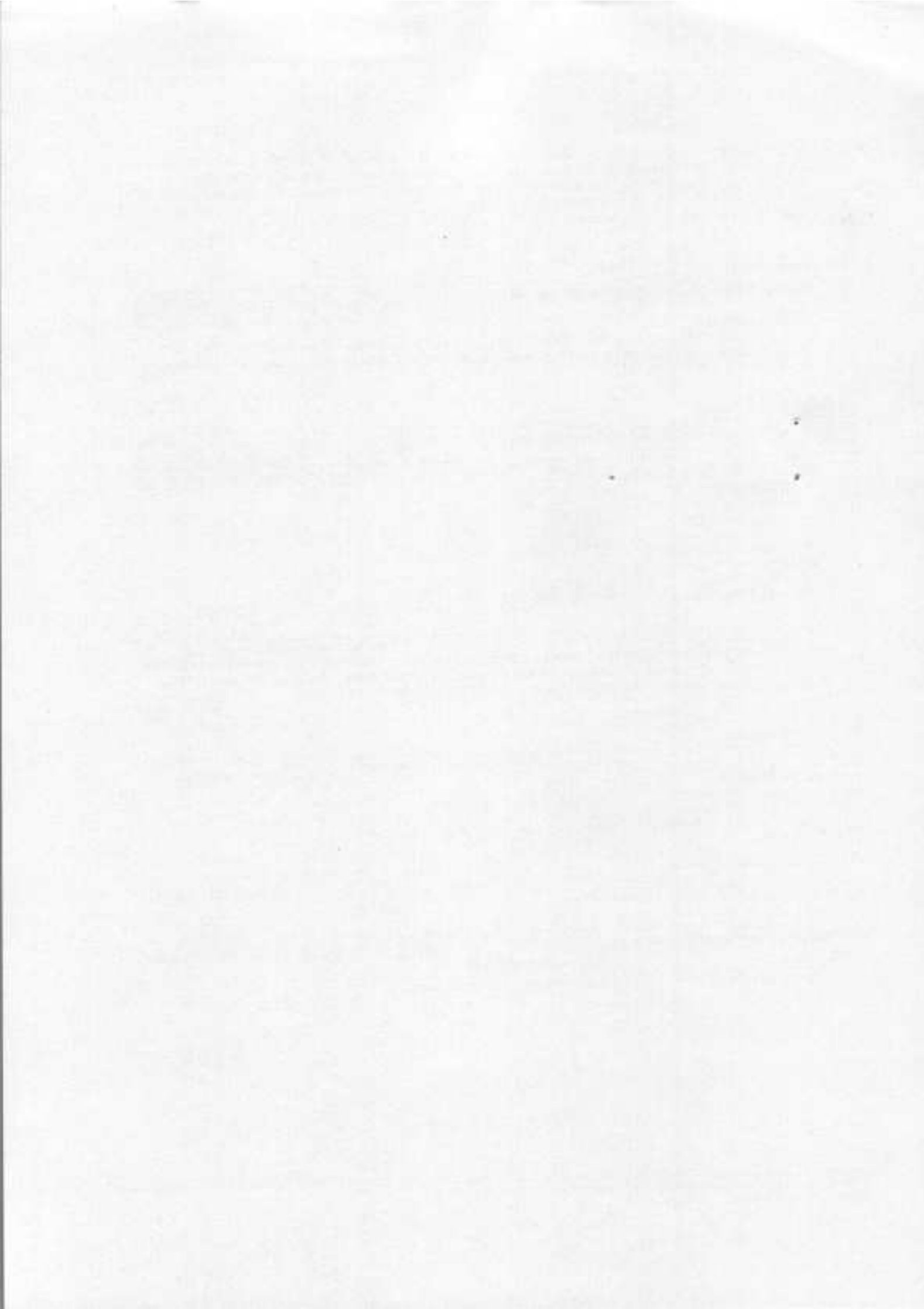
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Mr ABHIJIT SAHA (Presentant) Son of Late :SUNIL SAHA Date of Execution - 24/06/2024, , Admitted by: Self, Date of Admission: 24/06/2024, Place of Admission of Execution: Office			 Captured	
101 R.B. ROAD, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: CTxxxxxx7E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SHINE CONSTRUCTIONS (as SOLE PROPRIOTORY)		Jun 24 2024 11:35AM	L1 24/06/2024	24/06/2024

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANJOY GHOSH Son of Late DHARANIDHAR GHOSH PATNA, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049		 Captured	
	24/06/2024	24/06/2024	24/06/2024
Identifier Of Mr SAGNIK DAS, Mr ABHIJIT SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SAGNIK DAS	SHINE CONSTRUCTIONS-11.6371 Dec



Land Details as per Land Record

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Rishi Bankim Road, Mouza: Uttar
Nimta, JI No: 0, Pin Code : 700049

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2813/3605, LR Khatian No:- 4815	Owner:শ্রী স, Gurdian:শ্রী স, Address:শ্রী, Classification:শ্রী, Area:0.12000000 Acre,	Mr SAGNIK DAS

Endorsement For Deed Number : I - 152602808 / 2024

On 24-06-2024

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 10:54 hrs on 24-06-2024, at the Office of the A.D.S.R. Belghoria by Mr ABHIJIT SAHA ,

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 44,43,246/-

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

Execution is admitted on 24/06/2024 by Mr SAGNIK DAS, Son of Mr PRADIP KUMAR DAS, 79/1/A R.B. ROAD, P.O: BIRATI, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by Profession Service

Identified by Mr SANJOY GHOSH, . . Son of Late DHARANIDHAR GHOSH, PATNA, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 24-06-2024 by Mr ABHIJIT SAHA, SOLE PROPRIETORY, SHINE CONSTRUCTIONS (Sole Proprietorship), 101 R.B. ROAD, City:- , P.O:- NIMTA, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049

Identified by Mr SANJOY GHOSH, . . Son of Late DHARANIDHAR GHOSH, PATNA, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28.00/- (E = Rs 28.00/-) and Registration Fees paid by Cash Rs 7.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2024 10:11PM with Govt. Ref. No: 192024250089804598 on 23-06-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No: 9209768785420 on 23-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by Stamp Rs 200.00/-, by online = Rs 6,920/-

Description of Stamp

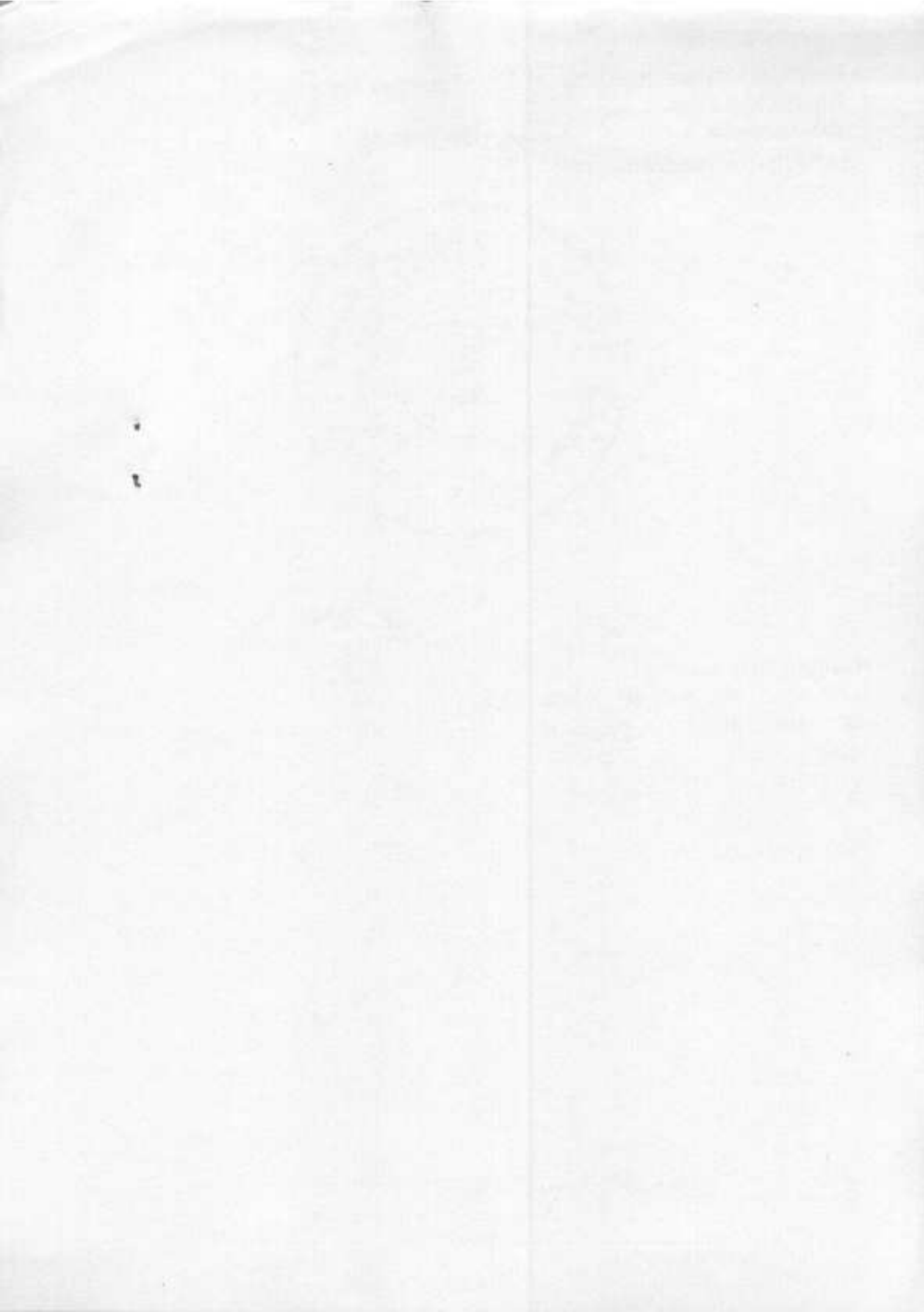
1. Stamp: Type: Impressed, Serial no 1886, Amount: Rs.100.00/-, Date of Purchase: 18/06/2024, Vendor name: Ranjita Paul

2. Stamp: Type: Impressed, Serial no 1887, Amount: Rs.100.00/-, Date of Purchase: 18/06/2024, Vendor name: Ranjita Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/06/2024 10:11PM with Govt. Ref. No: 192024250089804598 on 23-06-2024, Amount Rs: 6,920/-, Bank: SBI EPay (SBIEPay), Ref. No: 9209768785420 on 23-06-2024, Head of Account 0030-02-103-003-02



Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2024, Page from 83260 to 83290
being No 152602808 for the year 2024.



Sou

Digitally signed by SOUGATA DAS
Date: 2024.06.26 15:37:56 +05:30
Reason: Digital Signing of Deed.

(Sougata Das) 26/06/2024

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.