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~~Certified that the document is certified to be a true and correct copy of the original and the contents are correct and stated with the document are correct of the document.~~

Sub-Register-IT
Alipara, South 24-pargana

04.04.23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 30th day of March, Two Thousand Twenty Three BETWEEN SMT. ARCHANA DAS, (PAN No. BYOPD7786H) (AADHAAR No. 2531 0217 5267), wife of Sri Dipak Das, by Nationality-Indian, by faith-Hindu, by occupation-Housewife, residing at 47, R. N. Das Road, Kolkata-700 031, P.O. Dhakuria, P.S.Garfa, in the District of South 24-Parganas, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

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(2)

AND

"SRISHTI ENTERPRISE.", (PAN No. ABHFS9725L) a partnership firm having its registered office at 30C, R. N. Das Road, Kolkata-700031, P. O.Dhakuria, P. S. Garfa, in the District of South 24-Parganas, represented by its Partners (1) SRI NABARUN MANDAL, (PAN No. AHPHM8071P) (AADHAAR No. 4134 6740 7876) son of Late Bhanu Mondal, by Nationality-Indian, by faith-Hindu, by occupation -Business, residing at 30C, R. N. Das Road, Kolkata-700 031, P.O.Dhakuria, P. S Garfa and (2) SRI TARAK ROY, (PAN No. AKPPR0286C) (AADHAAR No. 4192 3545 8869), son of Late Baidya Nath Roy, by Nationality-Indian, by faith-Hindu, by occupation -Business, residing at 4/17B, Jadavgarh, P.O.Haltu, Kolkata-700 078, P. S Garfa, both within the District of South 24-Parganas, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being its successors, successor-in-interest and assigns) of the **OTHER PART**.

WHEREAS by an Indenture of Deed of Gift made on 3rd day of March, 2023 between Sri Dipak Das, son of Late Aradhan Das described therein as the donor of the one part and Smt. Archana Das, wife of Sri Dipak Das, described therein as the donee of the other part the said donor gifted, transferred and conveyed all that piece and parcel of homestead land measuring 3 Cottahs but in the actual physical measurement at present found 2 Cottahs 15 Chittaks 44.937 square feet more or less equivalent to 200.663 Square Metre be the same a little more or less together with brick built tile shed structure measuring 1200 square feet more or less with cemented flooring standing thereon lying and situated at Mouza- Dhakuria, J. L. No. 18 , P.S. formerly Kasba at present Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No.92, being known as Municipal Premises No. 47, Ramanath Das Road, Kolkata-700031, (having Assessee No. 21-092-19-0081-8) in the District of South 24-Parganas together with all right of easement of 12' feet wide road on the Southern side and 6'-9" feet wide road on the Northern side belonging and

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appurtenant thereto in favour of the said Donee and the said Deed of Gift was registered in the office of the District Sub-Registrar-III at Alipore and recorded therein Book No. 1, Volume No. 1603-2023, Pages 103842 to 103859, being No. 160303612 for the year 2023 and delivered possession forthwith and the said Donee accepted the said gift of the Donor.

AND WHEREAS since then the said owner Smt. Archana Das has been exercising all her right of ownership and possession over the said property as sole and absolute owner thereof got her name mutated in the records of The Kolkata Municipal Corporation in respect of the said property being known as Municipal Premises No. 47, R. N. Das Road, Kolkata-700 031, P. S. Garfa and is paying taxes regularly (having Assessee No. 21-092-19-0081-8) which is morefully and particularly mentioned and described in the first Schedule hereunder written and hereinafter referred to as the "said property".

AND WHEREAS the Owner herein approached the Developer herein with the proposal to construct a three storied building upon the said land in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation for residential purpose comprising of several self contained flats for mutual profits, interest and benefits on or over the said property morefully and particularly mentioned and described in the First Schedule hereunder written on the terms and conditions which have been mutually discussed and settled by and between the parties herein.

AND WHEREAS the Owner has specifically represented to the Developer that she is the sole and absolute Owner of the said property morefully and particularly mentioned and described in the First Schedule hereunder written which representation the Developer has bonafide belief that the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises in its entirety as the Owner thereof and that she has full right and absolute authority of alienation or transfer of the same or any portion thereof without let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declare and confirm that she has not yet executed

any sort of instrument like sale, lease, gift, mortgage, charge or Agreement for Sale, Tenancy and Development Agreement in respect of the said property or any part or portion thereof with anybody/bodies, person/persons, concern/concerns, company/companies and authority/authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said premises in the manner as have been agreed upon by and between the parties hereto and as hereinafter provided.

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

ARTICLE - I : DEFINITIONS

1. **OWNER** shall mean **SMT. ARCHANA DAS, (PAN No. BYOPD7786H) (AADHAAR No. 2531 0217 5267)**, wife of Sri Dipak Das, by Nationality- Indian, by faith-Hindu, by occupation-Housewife, residing at 47, R. N. Das Road, Kolkata-700 031, P.O. Dhakuria, P.S.Garfa, in the District of South 24-Parganas.
2. **DEVELOPER** shall mean "**SRISHTI ENTERPRISE**", (PAN No. **ABHFS9725L**) a partnership firm having its registered office at 30C, R. N. Das Road, Kolkata-700031, P.O. Dhakuria, P. S. Garfa, in the District of South 24 Pargnas represented by its Partners **(1) SRI NABARUN MANDAL, (PAN No. APHPM8071P) (AADHAAR No. 4134 6740 7876)**, son of Late Bhanu Mondal, by Nationality- Indian, by faith-Hindu, by occupation-Business, residing at 30C, R. N. Das Road, Kolkata-700 031, P. O. Dhakuria, P. S Garfa and **(2) SRI TARAK ROY, (PAN No. AKPPR0286C) (AADHAAR No. 4192 3545 8869)**, son of Late Baidya Nath Roy, by Nationality- Indian, by faith-Hindu, by occupation -Business, residing at 4/17B, Jadavgarh, P.O. Haltu, Kolkata-700 078, P. S Garfa, within the District of South 24-Parganas.

after making due provisions for common facilities and the space required therefor.

8. **OWNER'S ALLOCATION** shall mean three numbers of self contained residential flat out of which of two self contained 1BHK flat and another self contained 2BHK flat on the ground floor of the building as per KMC sanction to be delivered in favour of the owner of the proposed three storied building along with non-refundable and non-adjustable monetary consideration of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand) only shall be paid by the Developer to the owner together with proportionate share in the common facilities, utilities and amenities inclusive of roof of the building on prorata basis as fully and particularly set out in the Second Schedule hereunder written.
9. **DEVELOPER'S ALLOCATION** shall mean the remaining constructed area on the ground floor and entire first and second floor of the proposed three storied building as per KMC sanction to be constructed at the said premises after allocation to the Owner including proportionate share in the common facilities, utilities and amenities inclusive of roof of the building on prorata basis as fully and particularly set out in the Third Schedule hereunder written.
10. **ARCHITECT** shall mean the qualified person or persons as may be appointed by the Developer for designing and planning of the proposed straight two storied building to be constructed on the said land.
11. **BUILDING PLAN** shall mean plan or plans or revise thereof to be prepared by the Architect for construction of the proposed two storied building to be sanctioned by The Kolkata Municipal Corporation and or any other competent authority or authorities.
12. **TRANSFER** shall mean with its gramatical variations and shall include Transfer of possession and Transfer of Title or by any other means adopted for effecting what is understood as Transfer of space to the Transferees thereof.

13. **TRANSFEEE** shall mean a person or persons, firm, Limited Company, Association of persons to whom any saleable space in the building have been transferred under law for residential purpose.
14. **FORCE MAJUERE** shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock-out and/or any other acts or commission beyond the control of parties hereto affected thereby and also non-availablity of essential materials like cement, steel, etc.
15. Words importing singular shall include plural and vice-versa.

ARTICLE - II : TITLE AND INDEMNITY

1. The Owner hereby declare that he has good and absolute right, title, interest and possession of the said premises to enter into this Agreement with the Developer.
2. The Owner hereby declare that the premises is free from all and any manner of lispensens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgage whatsoever and the Owner hereby agreed to indemnify and keep the Developer indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.
3. The Owner hereby also undertake that the Developer shall be entitled to construct the proposed straight two storied building on the said land as agreed by and between the parties hereto in accordance with the sanction building plan or revise plan if any.

ARTICLE-III : DEVELOPER'S RIGHTS

1. The Owner grants exclusive right to the Developer to develop the said land in such manner as the Developer deems fit and proper in accordance with the provision herein contained.

2. The Owner and Developer shall take all such permission, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.
3. The Developer shall render the Owner all reasonable assistance necessary to apply for and/or to obtain all permissions, clearances and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers and documents and/or to do any other act deeds matters and things envisaged herein as Agent for and/or on behalf of or in the name and with the consent of the Owner and to directly collect and receive the same from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owner shall grant the Developer and their nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions, clearances and approvals as aforesaid.
4. The Developer shall exclusively be entitled to receive, realise and appropriate the sale proceeds and/or the construction costs with regard to the Developer's allocation, which the Developer become entitled to receive from the intending Purchaser or Purchasers of flats and other saleable space or spaces in the said proposed straight two storied building.
5. The Developer shall proceed with the planning for the new building to be constructed in the said Premises and arrange as necessary for the survey of the said property, arrange for soil investigation of the said land, appoint Architect for preparation of the plan and submit the same to The Kolkata Municipal Corporation for obtaining sanction.

ARTICLE - IV : CONSIDERATION

In consideration of the Owners having agreed to grant to the Developer the exclusive right to develop and/or construction of the said three storied residential building in the manner hereinbefore mentioned, the Developer shall allot three numbers of self contained residential flat out of which two self contained 1BHK flat and another self contained 2BHK flat on the ground floor of the proposed three storied building complete in all respect to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation along with non-adjustable and non-refundable monetary consideration of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand) only out of which Rs. 1,00,000/- (Rupees One Lakh) only will be paid by the Developer to the Owner on signing of this agreement and another sum of Rs. 1,00,000/- (Rupees One Lakh) only will be paid after obtaining sanction building plan, another sum of Rs. 1,00,000/- (Rupees One Lakh) only will be paid after first floor roof casting and remaining balance of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only will be paid by the developer to the owner at the time of delivery of possession of the owner's allocation of the building towards the full and final consideration against the said land.

ARTICLE - V : BUILDING

1. The Developer shall at their own costs or by raising funds from the prospective buyers out of Developer's allocation or in the manner he considers necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from the prospective buyers for transfer out of the total built up area of the Developer's allocations excepting the Owners portion in the building to be constructed on the land comprised in the said premises in accordance with the building plan approved by the Architect and duly sanctioned by The Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must

not be below as mentioned in the Fourth Schedule hereunder written and also in good workmen like manner within a period of 45 (forty five) months from the date of obtaining sanctioned building plan from The Kolkata Municipal Corporation and such period may be extended mutually for six months. The Developer shall complete sanction plan within six months from the date of this Development Agreement.

2. The Developer shall also install and provide in the said building at his own costs the pumps, water storage tanks, overhead reservoirs, underground reservoirs, septic tanks, inside electrifications and/or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Fourth Schedule hereunder written.
3. The Owner shall be entitled to transfer or otherwise deal with only the Owner's allocation in the building.
4. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.
5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owner for which purpose the Owner undertake to give the Developer power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owner.
6. The Developer shall be authorised in the name of the Owner in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations

or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, power and permanent drainage and sewerage connection to the newly built up building for which purpose the Owner shall execute in favour of the developer Power of Attorney and other authority as shall be required by the Developer, for which the Owner shall not be liable in any manner whatsoever.

7. The Developer shall at their own costs and expenses and without creating any financial or other liability on the Owner construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or cause to be made by the Developer.
8. All costs, charges and expenses including Architects Fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context.

ARTICLE - VI : AUTHORITY

1. The Owner and the Developer shall jointly be entitled to transfer or otherwise deal with the flat/flats and or apartments and/or any other saleable space or spaces and car parking spaces of the building including proportionate right to use the common areas and facilities to be transferred to the prospective transferees.
2. In so far as necessary all dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owner for which the Owner hereby nominate, constitute and appoint the Developer to do, execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign letters, correspondence and to apply to the authorities, to sign and execute all applications to the

Government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances jointly with the Owner in favour of the prospective transferees for the developer's allocation to make affidavits and declaration to apply for allotment of Cement, Iron and Steel and other materials, to apply for electric connection, sewerage drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises, to make payment of all taxes, rates, impositions in respect of the said premises, to commence proceedings, to settle any suit or proceedings, to sign plaints, verification, written statements, petition to sworn affidavit to appear in any Court of Law, to give evidence and to arrange or substitute with all or any of the powers.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat/flats or apartment and/or any other saleable space or spaces or any portion of the Owner allocation in the said building which the Developer agreed to make delivery of possession to the Owner as consideration against the said land handed over to the Developer for undertaking the construction work thereon as agreed.

ARTICLE - VII : COMMON FACILITIES

1. The Developer shall pay and bear all ground rent, Municipal Taxes, other dues and outgoings in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession thereof for undertaking the construction works.
2. After completion of the Owner allocation portion of the said building completed in all respects and with all amenities whatsoever the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the said building agreed to be

provided as consideration as per terms of this Agreement and the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, maintenance charges, dues 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 allocation and the said rates are to be proportionate prorata with reference to the saleable space in the building.

3. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned Authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and shall keep the Developer or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses and proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the Developer or such authorities or paid by either of them to it as the case may be consequent upon default by the Owner and the Developer in this behalf.

ARTICLE - VIII : OWNER'S OBLIGATION

1. The Owner doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises.
2. The Owner or any person or persons claiming through her shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented obstructed from constructing and erecting the said building on the said land in the said premises.

3. The Owner doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer.
4. If the Owner committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the Owner will be liable to pay such lossess and damages as be settled between the parties.

ARTICLE - IX : DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenant with the Owner to complete the construction of the said building in terms of this Agreement under the supervision of the developer and in accordance with sanction plan to be sanctioned by The Kolkata Municipal Corporation or revised thereof and shall deliver the possession of the Owners allocation to the Owner within 45(forty five)months from the date of obtaining sanctioned building plan from The Kolkata Municipal Corporation unless prevented by any circumstances beyond the control or by force majuere.
2. The Developer hereby agrees and covenants with the Owner not to violate, contravene any of the provisions or Rules applicable for construction of the said building.
3. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of the Owner allocation or any portion thereof of the said building in the said premises.
4. That the Developer shall be liable to deliver possession of the Owner allocation in the newly constructed building before delivery of possession to the other buyers of the flats under Developer's allocation.

5. If the construction and completion of the building is delayed from any wilful act on the part of the Developer then and in that event the Developer shall be liable to pay such loss or damages to the Owner at the rate of Rs. 2,000/- (Rupees two thousand) only per month after expiry of the stipulated period of 45(forty five) months and grace period of another six months till delivery of possession of the Owner's allocation in the newly built up building.

ARTICLE - X : MISCELLANEOUS

1. That before demolition of the existing building standing thereon the owner will be temporarily shifted within the said premises till completion of the proposed three storied building thereon.
2. That on demolition of the existing building standing thereon the developer will be at liberty to sell the said old building materials and the sale proceeds thereon will be exclusively retained by the developer and the owner shall not claim the said sale proceeds against the developer in future.
3. It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds, matters and things not specified herein may be required. The authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and the Owner shall give any such additional Power of Attorney and/or authorisation as may be required by the developer for the purpose and the Owner is also undertaking to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of these presents.

4. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owner or if delivered by hand (acknowledgement is required) or sent by prepaid Registered Post to the Owner and shall likewise be deemed to have served on the Developer if delivered by hand or sent by prepaid Registered Post to the Registered Office of the Developer.
5. The Developer and the Owner shall mutually frame Scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owner hereby agree to abide by all the Regulations to be framed by Owners Association who will be in charge of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give consent to abide by such Rules and Regulations.
6. A suitable name of the building shall be given by the Developer in consultation with the Owner.
7. After completion of the construction of the building and getting possession of the Owner's allocation thereof the Owner shall at the request of the Developer execute and register appropriate transfer deeds/conveyances together with the proportionate undivided share of land and also the common areas of the said premises in favour of the Developer or his Nominee and/or the Transferee or Transferees. The stamp Duty including the registration charges and all other legal expenses payable for the transfer shall be borne by the transferee or transferees.
8. Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development

Power of attorney shall never be treated as the agreement /final document for transfer of property between the owner and the developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

ARTICLE - XI : FORCE MAJUERE

1. Force Majuere shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest and/or any other acts or commission beyond the control of the parties hereto effected thereby and also non-availability of essential materials like cement, steel etc.
2. In the event of the owner committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the owner shall be liable to pay such losses and compensations as shall be settled between the parties PROVIDED HOWEVER if such delay shall continue for a period of six months then and in that event in addition to any other right which the Developer may have against the owners the developer shall be entitled to sue to owner for specific performance of this Agreement or to rescind or cancel this Agreement and claim refund of all the moneys paid and/or incurred by the Developer with interest and such losses and damages the Developer may suffer.
3. That if any deviation took place in the building at the instance of either owner or any intending purchasers then and in that event the respective flat owner shall pay the entire cost of revised plan for regularisation of said deviation and the developer shall not be liable to incur any expenses for the said regularisation of deviation.

ARTICLE XII : JURISDICTION

The Learned Court/Courts having tentorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of homestead land measuring **3 Cottahs** but in the actual physical measurement at present found **2 Cottahs 15 Chittaks 44.937 square feet** more or less equivalent to **200.663 Square Metre** be the same a little more or less together with brick built tile shed structure measuring **1200 square feet** more or less standing thereon lying and situated at Mouza- Dhakuria, J. L. No. 18 , P.S. formerly Kasba at present Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as **Municipal Premises No. 47, Ramanath Das Road, Kolkata-700031, (having Assessee No. 21-092-19-0081-8)** in the District of South 24-Parganas together with all right of easement of **12' feet** wide road on the Southern side and **6'-9"** feet wide road on the Northern side belonging and appurtenant thereto which is butted and bounded in the following manner :

On the North : By Premises No. 48, R.N. Das Road & 6'-9" wide K.M.C. Road ;

On the South : By 12' feet wide K.M.C Road ;

On the East : By Premises No. 46A/1A, R. N. Das Road ;

On the West : By Premises No. 49/1, R. N. Das Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(OWNER'S ALLOCATION)

The Owner will be allotted three numbers of self contained residential flat out of which of two self contained 1BHK flat and another self contained 2BHK flat on the ground floor of the proposed three storied building as per KMC sanction will be delivered in favour of the owner complete in all respect to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits which is to be used as common between all the co-owners, particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and detailed in the Fourth Schedule hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(DEVELOPER'S ALLOCATION)

The Developer will get the remaining constructed area of the ground floor and entire first and second floor of the proposed three storied building complete in all respect to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits which is to be used as common between all the co-owners, particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and detailed in the Fourth Schedule hereunder written.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Specification)

- Building : R.C.C. framed building with Tata TMT Bar 500D SD with Branded Cement.
- Walls : Exterior Brick walls shall be 10"/8" thick and all partition walls shall be 3" thick.
- Flooring : All flooring are marble including stairs with 6" skirting
- Toilet : Comode, Cistern, One coloured Pedestal Basin, one Shower all coloured walls will be fitted with coloured glaze tiles up to 6'.
- Kitchen : A granite finished cooking platform with steel sink and coloured glazed tiles.
- Cement : Cement will uses as branded quality (Ulta Tech/ACC).
- Door : All wooden frames main door teak doors will be provided inside flush doors will be given finished with fittings and fixtures. PVC doors and farames will be used in kitchen and toilet.

- Window : Aluminium sliding window and panel fitting glass with M.S. Grill with primer paint.
- Electricals : Concealed copper wiring with standard quality switches and plug sockets, with necessary light and fan points but without fittings. Wires brand will be Finolex / Havelles and switches made by Pritam.
- Outside Building: Weather Coat finish.
- Inside Walls : Putty finish
- Water : Underground water reservoir with pump and motor, overhead water tank for supply of Corporation water.
- Roof : Water proofing treatment on roof.
- N. B. : Extra fittings and better quality fittings, extra electrical points, fittings, extra civil work will be provided at extra cost payable in advance.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

1. Undivided proportionate share in land along with plinth area of purchaser's flat.
2. Ingress and Egress from main road to the building upto top floor roof.
3. Stair case and stair case landings on all floors & mummy room
4. Pump and electric meter.
5. All common plumbing and electrical installations .
6. Overhead and semiunder ground water reservoir and septic tanks.
7. Boundary walls and peripheral walls.
8. Drainage, sewerage and water connexion.
9. All common walls, beams and rafters and pillars.

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

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTIES
AT KOLKATA IN THE PRESENCE OF :-

WITNESSES :-

1. Dip MA DLR.
47, R. N. Dey Road
Kolkata - 31

2. Hriten Chowdhury
Baruipur Kolkata.

Ashama Das.
SIGNATURE OF THE OWNER

SRISHTI ENTERPRISE

Nabavun Hen D
Partner Partner

SRISHTI ENTERPRISE

Tarak Roy.
Partner Partner
SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs. 1,00,000/- (Rupees One Lakh) only as and by way of non-refundable/non-adjustable part consideration money as per denomination below :-

By Cheque No. 567814 dated 30/03/2023 for Rs. 1,00,000/-
drawn on Canara Bank, Kasba Branch,
Kolkata-700 042.

(Rupees One Lakh) only

Rs. 1,00,000/-

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED OWNER
AT KOLKATA IN THE PRESENCE OF :-

WITNESSES:-

1. *[Signature]*

2. *[Signature]*

[Signature]

SIGNATURE OF THE OWNER

DRAFTED BY :-

[Signature]

(SUBRATA KARMAKAR)
ADVOCATE
JUDGES' COURT, ALIPORE,
KOLKATA - 700 027
ENROL.: WB/334/89

TYPED BY :

[Signature]
SANDEEIP SEN
DHAKURIA, KOLKATA - 31



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Anehana DMS*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Nabaran Men D*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Tarak Roy*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Prithvi Choudhury (INDITIFIED)*



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

JTK2811990

পরিচয় পত্র



Elector's Name Mithun Chowdhury

নির্বাচকের নাম মিথুন চৌধুরী

Father's Name Ananta Chowdhury

পিতার নাম অনন্ত চৌধুরী

Sex M

লিঙ্গ পুং

Age as on 01/03/2003 20

১১.০৩.২০০৩ তারিখ ২০



Address: North Madarai Purba Para, Madarai, Barulpur, South 24 Parganas, 743630

ঠিকানা : উত্তর মাদারাই পূর্ব প্যার, মাদারাই, বারুলপুর, দক্ষিণ ২৪ পরগণা, ৭৪৩৬৩০

Facsimile Signature
Electoral Registration Officer
নির্বাচন নিবন্ধন কর্মসূচী কর্মকর্তা

Assembly Constituency 104-Barulpur

District: South 24 Parganas

Date: 08/07/2003

Mithun Chowdhury

Major Information of the Deed

Deed No :	I-1603-04388/2023	Date of Registration	04/04/2023
Query No / Year	1603-2000806695/2023	Office where deed is registered	
Query Date	27/03/2023 11:25:43 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBRATA KARMAKAR 15L K P ROY LANE, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700031, Mobile No. : 9331405190, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 67,36,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: RAMANATH DAS ROAD, , Premises No: 47, , Ward No: 092 JI No: 18, Pin Code : 700031

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		50,000/-	64,12,500/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					50,000 /-	64,12,500 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	50,000/-	3,24,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1200 sq ft	50,000 /-	3,24,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt ARCHANA DAS (Presentant) Wife of Shri DIPAK DAS 47, R.N. DAS ROAD, City:- Not Specified, P.O:- DHKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BYxxxxxx6H, Aadhaar No: 25xxxxxxx5267, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SRISHTI ENTERPRISE 30C, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 , PAN No.:: ABxxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri NABARUN MANDAL Son of Late BHANU MONDAL 30C, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx1P, Aadhaar No: 41xxxxxxx7876 Status : Representative, Representative of : SRISHTI ENTERPRISE (as DEVELOPER)
2	Shri TARAK ROY Son of Late BAIDYA NATH ROY 4/17B, JADAVGARH, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx6C, Aadhaar No: 41xxxxxxx8869 Status : Representative, Representative of : SRISHTI ENTERPRISE (as DEVELOPER)

Identifier Details :

Name	Photo	Finger Print	Signature
Shri MITHUN CHOWDHURY Son of Shri A K CHOWDHURY MADARAT PURBA PARA, City:- Baruipur, P.O:- MADARAT, P.S:-Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 743610			
Identifier Of Smt ARCHANA DAS, Shri NABARUN MANDAL, Shri TARAK ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt ARCHANA DAS	SRISHTI ENTERPRISE-4.95 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt ARCHANA DAS	SRISHTI ENTERPRISE-1200.00000000 Sq Ft

On 30-03-2023

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

Presented for registration at 17:15 hrs on 30-03-2023, at the Private residence by Smt ARCHANA DAS, Executant

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 67,36,500/-

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

Execution is admitted on 30/03/2023 by Smt ARCHANA DAS, Wife of Shri DIPAK DAS, 47, R.N. DAS ROAD, P.O: DHKURIA, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession House wife

Indetified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service

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

Execution is admitted on 30-03-2023 by Shri NABARUN MANDAL, DEVELOPER, SRISHTI ENTERPRISE (Partnership Firm), 30C, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service

Execution is admitted on 30-03-2023 by Shri TARAK ROY, DEVELOPER, SRISHTI ENTERPRISE (Partnership Firm), 30C, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service



Santanu Basak
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 04-04-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053.00/- (B = Rs 1,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/03/2023 12:00AM with Govt. Ref. No: 192022230350610222 on 27-03-2023, Amount Rs: 1,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90052610 on 27-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21037, Amount: Rs.100.00/-, Date of Purchase: 26/09/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2023 12:00AM with Govt. Ref. No: 192022230350610222 on 27-03-2023, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90052610 on 27-03-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 134544 to 134574
being No 160304388 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.04.05 15:30:12 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/04/05 03:30:12 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DATED : THIS THE 30th DAY OF MARCH, 2023

DEVELOPMENT AGREEMENT

B E T W E E N

SMT. ARCHANA DAS

..... OWNER

A N D

"SRISHTI ENTERPRISE"

REPRESENTED BY ITS PARTNERS

1. SRI NABARUN MANDAL
2. SRI TARAK ROY

..... DEVELOPER

DRAFTED BY :

SUBRATA KARMAKAR

ADVOCATE

JUDGES' COURT, ALIPORE,

KOLKATA - 700 027