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submitted to Registration. The  
signature sheet and the  
endorsement sheet are attached to the  
document and part of this document.  
Additional Dy. Sub Registrar  
27.3.24

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 27<sup>th</sup> day of March  
Two Thousand Twenty Four (2024).

BETWEEN

(1) **SMT. MINERVA BISWAS** (PAN – ACZPB6849H), widow of Late Nani Gopal Biswas @ N Biswas, by faith – Hindu, by Occupation – Landholder, by Nationality – Indian, residing at “ABAKASH APARTMENT”, Flat No. 202, Second Floor, Premises No. 422, Jogendra Garden, P.O. East Calcutta Township Project, Police Station – Kasba, Kolkata – 700 107, Dist. South 24-Parganas and (2) **SRI PRANAB BISWAS** (PAN – AEWPB5196C), son of Late Nani Gopal Biswas @ N Biswas, by faith – Hindu, by Occupation – Landholder, by Nationality – Indian, residing at “ABAKASH APARTMENT”, Flat No. 202, Second Floor, Premises No. 422, Jogendra Garden, P.O. East Calcutta Township Project, Police Station – Kasba, Kolkata – 700 107, Dist. South 24-Parganas, hereinafter called and referred to as the “**OWNERS**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**A N D**

**M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having **PAN ADIPR4490C**, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, hereinafter called and referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Jogendra Nath Khan was the sole and absolute Owner and was absolutely seized, possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring about 43 decimals comprised of and contained in Mouza – Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, Police Station – Jadavpur now Kasba, District South 24-Parganas.

**AND WHEREAS** while the said Jogendra Nath Khas was the recorded owner of the said land and was absolutely seized and possessed of ALL THAT piece and parcel of bastu land measuring about 43 Decimals comprised of and contained in Mouza – Kasba, J.L. No. 13, Touzi No.1 45, R.S. No. 233, under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, Police Station – Jadavpur now Kasba, District South 24-Parganas, the said Jogendra Nath Khas who was a Hindu male governed under Dayabhaga School of Hindu



law, died intestate in the year 1957 leaving him surviving his only son Paresh Chandra Khan, his widow Smt. Ninbala Dasi and three daughters Smt. Padma Moni Mondal, Renuka Mondal and Miss. Lakshmi Khan (minor) who acquired 1/5<sup>th</sup> share each.

**AND WHEREAS** subsequently by two registered deed of conveyance one dated 09.03.1964 another dated 30.09.1964 both registered in the office of the Sub-Registrar Alipore and respectively recorded in Book No. I, Volume No. 22, Pages 222 to 227, Being No. 1673 for the year 1964 and in Book No. I, Volume No. 127, Pages 230 to 234, Being No. 7673 for the year 1964 and respectively executed jointly by Smt. Renuka Mondal and another individually Miss. Lakshmi Khan (minor), represented by her natural guardian / mother the said Smt. Ninbala Dasi alone the said Ninbala Dasi (for self and minor daughter Lakshmi Kan) Paresh Chandra Khan Smt. Padma Mondal and Smt. Renuka Mondal, sold, transferred, conveyed, assigned and delivered possession of total 13 (thirteen) cottahs 2 (two) sq.ft. land with specific boundary to one Sri Nilratan Sen of 108N, Monoharpukur Road, Calcutta out of their respective undivided 4/5 & 1/5<sup>th</sup> inherited un-partitioned share of land in the said C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430 in Mouza Kasba. However it may be mentioned that the said Smt. Ninbala Dasi, Paresh Chandra Khan, Smt. Padma Moni Mondal and Smt. Renuka Mondal for disposal of minor Miss Lakshmi Khan's share in the said land as aforesaid on 30.9.1964, registered & executed in the office of Sub-Registrar at Alipore jointly a deed of indemnity in favour of the said Nilratan Sen for future claim if any by the said minor, after her attaining majority within statutory time in respect of their other land measuring 3(three) cottahs bagan land at Mouza Kasba comprising in C.S. Dag 3274, C.S. Khatian No. 693 in the office of the Sub-Registrar Alipore which has been recorded in Book No. 1, Volume No. 152, Pages No. 63 to 67 Being No. 7674 for the year 1964.

**AND WHEREAS** the said Smt. Ninbala Dasi, for self and as natural guardian and mother of Minor Lakshmi Khan along with Paresh Chandra Khan, Smt. Padma Moni Mondal and Smt. Renuka Mondal jointly sold, conveyed transferred 8 (eight) cottahs 10(ten) chittack 37 (thirty seven) sq. ft. land out of their jointly inherited & remaining unsold un partitioned share of land of the said C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430 in Mouza Kasba with specific boundary by a registered deed of Conveyance dated 30.09.1964 executed in favour of one Smt. Mira Sil of 26/2A, Tarak Chatterjee Lane, Calcutta-700005 in the office of the Sub-Registrar, Alipore and recorded in Book No. 1, Vol. No. 152, Pages 68 to 73 Being No. 7675 for the year 1964. However the said Smt. Ninbala Dasi, Paresh Chandra Khan, Smt. Padmamani Mondal and Smt. Renuka Mondal for disposal of minors Lakshmi Khan's share in the said land as aforesaid registered & executed jointly on



30.09.1964 another deed of indemnity in the office of Sub-Registrar Alipore in favour of the said Smt. Mira Sil for future claim if any of the said minor after her attaining majority within statutory time in respect of their other land measuring 2 (two) cottahas Bagan Land in Mouza Kasba comprising in C.S. Dag No. 3274, C.S. Khatian No. 693, and recorded in Book No. 1, Volume No. 127, Pages 235 to 239, Being No. 7676 for the year 1964.

**AND WHEREAS** subsequently the said Sri Nil Ratan Sen for his diverse good & bonafide causes personal need & necessity while was absolutely seized, possessed of and/or otherwise well & sufficiently entitled to 13(thirteen) cottahs 2(two) sq.ft. land comprising in C.S. Dag No. 4002, R.S. Dag No. 4002, C.S. Khatian No. 430, R.S. Khatian No. 430 in Mouza Kasba as aforesaid, on due mutation of his name in Govt. Municipal record on payment of Municipal & Govt. taxes, he sold transferred conveyed the entire demarcated 13 cottahs 2 sq.ft land in favour of the present Land Owner No. 1, Smt. Minerva Biswas, by a registered deed of conveyance registered & executed by the said Sri Nilratan Sen in the office of the District Sub-Registrar Alipore on 18.07.1973 and recorded in Book No. I, Volume No.III, Pages 255 to 260, Being No. 3892 for the year 1973 against valuable consideration mentioned therein.

**AND WHEREAS** the said Smt. Mira Sil, while was absolutely owned & possessed of another 8(eight) Cottahs 10 (ten) chittaks 37(thirty seven) sq.ft contiguous land with demarcated boundary & on due mutation of her name in Govt. Municipal record & on payment of Govt & Municipal taxes, subsequently for bonafide diverse good causes sold transferred & assigned entire 8 cottahs 10 chittaks 37 sq.ft. land of C.S. & R.S, Khatian 430 in favour of present Land Owner No. 1 Smt. Minerva Biswas, by a registered deed of conveyance, registered & executed by the said Smt. Mira Sil jointly in confirmation with her husband Sri Nirmal Ch. Sil in the office of the District Sub-Registrar Alipore and recorded in Book No. 1, Volume No. 96, Pages 108 to 203, Being No. 3893 for the yea 1973 against valuable consideration mentioned therein.

**AND THUS** the present Land Owner No. 1, by the aforesaid two registered deed of Conveyance Bearing No. 3892 dated 18.07.1973 and No. 3893 dated 18.07.1973 became sole & absolute owner of ALL THAT piece and parcel of bastu land measuring wow 21 (twenty one) cottahs 10(ten) chittaks 39 (thirty nine) sq.ft comprised of and contained in Mouza Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, Police Station Jadavpur now Kaston, District South 24 Parganas as aforesaid and while the present Land Owner No. 1 was absolutely seizes, possessed of and/or otherwise well & sufficiently entitled to the said 21 Cottahs 10 chittaks 39 sq.ft land comprised in C.S. & R.S. Dag No. 4002 & C.S. & R.S. Khadian No. 430 in



Mouza Kasba, by mutating her name and upon payment of Govt. Revenue and Taxes before the appropriate authority and by amalgamating the said two portions and by maintaining the same with common boundary & started residing with family therein by erecting a dwelling house, cowshed etc, thereon. The Land Acquisition Collectorate South 24 Parganas by a notice dated 6th September 1979 requisitioned major portion of the said land in C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430 in Mouza - Kasba for their Scheme of Development and/or road purpose leaving only 1 (One) Cottah 15 (Fifteen) Chittaks and 38 (Thirty Eight) Sq. ft. beyond the preview of requisition (from out of her purchased land).

**AND WHEREAS** the Land Owner No. 1 being aggrieved by and dissatisfied with the illegal high handed act of the Govt. as regards illegal requisition of the said land, while sheltered in Hon'ble Court and moved a writ petition under Article 226 of the Constitution of India being C.R. No. 13610(W) of 1979 in Hon'ble High Court at Calcutta on 08.11.1979, the concerned authority of the Govt. took forcible possession of the land of the Land Owner No. 1 on demolition of cow-shed boundary wall etc. However the said writ petition was disposed off finally by Hon'ble Justice Amiya Mookherjee on 11.12.1979 and certain portion of Land including dwelling house and Passage was released by L.A. Collector with specific plan with clear order that in case the requisitioned lands, belonging to the Land Owner No. 1 is not required by the CMDA for any purposes or scheme prepared by CMDA, the same will be released and/or derequisitioned by the CMDA to the Land Owner No. 1 on her applying to appropriate authority;

**AND WHEREAS** the Land Owner No. 1 subsequently from the conduct of the CMDA authority ascertained that her remaining requisitioned Land is no longer required by CMDA for the scheme and on the contrary the CMDA asZzzauthority is taking venture intending to sell out the same to third party by paper ventilation in the news daily, the Land Owner No. 1 pursuant to final order of Hon'ble Justice Mr. Amiya Mookherjee dated 11.12.1979 applied for release of her rest land other than already released but finding no response from the concerned authorities, the Land Owner No. 1 lastly constrained to file 2nd writ application under Article 226 of the Constitution being C.O. No. 6836(W) of 1987 for release of her balance land other than already released.

**AND WHEREAS** the said writ application being C.O. No. 6836 (W) of 1987 while was, initially admitted before the Court of Hon'ble Justice Shamsuddin Ahmed, His Lordship was pleased to pass an interim order therein on 10.08.1987 directing the CMDA and other state Respondents, not to alter the status quo of the land until further order. In any case finally the said writ application came up for hearing before the Court of Hon'ble Justice Mr.



Kalyan Jyoti Sengupta and his Lordship after hearing the Ld. Respective lawyers of the Land Owner No. 1 as well as CMDA, has been pleased to pass order finally disposing of the said writ application being C.O. No. 6836(W) of 1987 on 27.09.2005 by directing the K.M.D.A. authority to hand over the possession of the land in question being subject matter of the said writ petition to the owner of the land (i.e. to the date of communication of His Lordship's order.

**AND WHEREAS** despite letter/ reminder/request of the Land Owner No. 1, CMDA did not pay any heed to comply with the order of Hon'ble Justice Mr. Kalyan Jyoti Sengupta towards, handing over remaining Land of Land Owner No. 1 herein on the contrary the C.M.D.A. Authorities preferred Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007) against the order of disposal dated 27.09.2005 passed by Hon'ble Justice Mr. Kalyan Jyoti Sengupta in C.O. No. 6836(W) of 1987 before the Hon'ble Division Bench of the Hon'ble High Court at Calcutta and ultimately the said Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007) along with some connected interlocutory applications being Nos. C.A.N. 1224 of 2006, C.A.N. No. 9939 of 2008 & C.A.N. No. 3931 of 2008 of the Parties came up for final Disposal Before the Hon'ble Division Bench constituted by Hon'ble Justice Mr. Pinaki Chandra Ghosh and Hon'ble Mr. Justice I. P. Mukherjee, when after hearing the Ld. Senior Counsels of the respective parties and considering the facts and circumstances of the case, their Lordship were pleased to pass order on 24th August 2009 dismissing the appeal by upholding the judgment and order dated 27th September, 2005 passed by Hon'ble Justice Mr. Kalyan Jyoti Sengupta in C.O. No. 6836 (W) of 1987 with the clarification that the liability to pay compensation for wrongful use of the Respondent's property is unconditional and would not be extinguished by handing over possession by any particular day as mentioned in the Trial Judge's Order.

**AND WHEREAS** even after disposal of Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007), the CMDA did not comply the Order of Hon'ble Justice Kalyan Jyoti Sengupta in C.O. No. 6836(W) of 1987 dated 27.09.2005, affirmed by order of Hon'ble Division Bench, in M.A.T No. 347 of 2006 and on the contrary preferred Supreme Court Special Leave Petition being Special Leave to Appeal (Civil) No. (s) 29548 of 2009, before the Hon'ble, Supreme Court of India challenging the Order of Hon'ble Division Bench, constituted by Hon'ble Justice Pinaki Chandra Ghosh and Hon'ble Justice I.P. Mukherjee dated 24th August, 2009 Passed in Mandamus Appeal being M.A.T. No. 347 of 2006 (F.M.A. No. 432 of 2007), which Special Leave to Appeal (Civil) No.(s).29548 of 2009, however, finally disposed of before the Court of Hon'ble Mr. Justice Harjit Singh



Bedi and Hon'ble Mr. Justice J.M. Panchal on 4th January 2010, when their Lordships after hearing Ld. Senior Counsels of the Appellant as well as the Land Owner No. 1 herein and considering the facts and circumstances of the Case, were pleased to dismiss the special leave petition.

**AND WHEREAS** finally the Land Owner no. 1, having no other alternative, had to file appropriate Contempt application being CPAN 535 of 2010 against concerned delinquent officers/contemnors guilty of committing contempt before the Hon'ble Division Bench, whereby the rule being issued on such delinquent officers/contemnors, the KMDA Authority was finally handed over to the Owner of balance land measuring 21 decimal equivalent to 12 (Twelve) cottahas 11 (Eleven) Chittacks and 13 (Thirteen) Sq. ft. of the other than released earlier, as aforesaid, by a specific sketch Plan enclosed therein.

**AND WHEREAS** thus by virtue of the said land measuring 21 decimal equivalent to 12 (Twelve) Cottahas 11 (Eleven) Chittaks and 13 (Thirteen) Sq. ft. released by KMDA Authority in CPAN 535 of 2010 with sketch Plan together with non-requisitioned part land admeasuring 1(One) Cattah 15 (Fifteen) Chittacks and 38 (Thirty) Sq.ft be the same a little more or less i.e. total **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less comprised in C.S. & R.S. Dag 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba, the entirety of the said land has since been converted for homestead use by the concerned Govt. authority vide Memo No. 6/P/1476 (2-5) dated 08.11.2011 upon due mutation of name of the Owner no. 1 in the office of the B.L & L.R.O. Kasba, South 24- Paraganas and where upon the said land, the Land Owner no. 1 constructed a Tile shed for dwelling purpose covering approximately 300 Sq ft, be the same a little more or less, which property has since been further mutated in the name of the Owner no. 1 as Municipal Premises No. 3039, Rajdanga Main Road, P.O. East Calcutta Township Project, Police Station Kasba, District South 24 Parganas, Pin-700107 in the Record of The Kolkata Municipal Corporation and separately assessed as Assesse no. 311071634880.

**AND WHEREAS** while the said Land Owner no. 1 was absolutely seized possessed of and/or otherwise well and sufficiently entitled to all that the said piece or parcel of Bastu and/or Homestead and admeasuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less comprised in C.S. & R.S. Dag No. 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba upon due mutation of her name in the office of the B.L. & L.R.O. Kasha, South 24 Paragarras and also in the Records The Kolkata Municipal Corporation as Municipal Premises No. 3039, Rajdanga Main Road, P.O. East Calcutta Township Project; Police Station- Kasba, District South 24 Parganas, Kolkata - 700107 and said Land Owner no. 1 out of love affection on her only son, the Land Owner



no. 2 and for diverse bonafide causes, transferred as and by way of Gift the undivided 1/2 share of All that piece or parcel of Bastu and/or Homestead land admeasuring 7 Cottahs 5 Chittacks 25.5 Sq.ft. more or less out of total land measuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less as per Boundary Declaration, comprised in C.S. & R.S. Dag No. 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba, since been mutated as Municipal Premises No. 3039, Rajdanga Main Road, Kolkata-700107 by a Registered Deed of Gift, executed by Smt. Minerva Biswas, therein mentioned as the Donor and in favour of **Sri Pranab Biswas, the Land Owner No. 2 herein**, therein mentioned as the Donee and registered in the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. 1, Volume no. 1901-2016, Pages No. 228050 to 228074, Being No. 190106870 for the year 2016, which deed of Gift was accepted and accordingly acted upon on joint execution of the same by the Donee therein along with the Donor.

**AND WHEREAS** thus the Parties of the First Part became the joint Owners and jointly seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of Bastu and/or Homestead land admeasuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less, comprise in. C.S. & R.S Dag No. 4002 & C.S. & R.S. Khatian No. 430 in Mouza Kasba, since, been mutated as Municipal Premises No. 3039, Rajdanga Main Road, Kolkata-700107 and now the Owners herein became the joint Owners of total land measuring **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less particularly mentioned and described in the Schedule – A **Part – I** hereunder written which properly of the Land owners herein are absolutely free from all encumbrances, charges, liens, claim, attachments, acquisition, requisition and the Land Owners herein of the First Part have every right to sell, transfer, Develop in enjoy the said property described in schedules hereunder written

**AND WHEREAS** the KMDA Authority in 2019 rectified the site plan / sketch plan enclosed along with the Possession Certificate in 2010.

**AND WHEREAS** the Owners herein out of the total land area executed one Boundary Declaration for land measuring **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** more or less particularly mentioned and described in the Schedule – A, **Part – II** hereunder written and the said Boundary Declaration which a registered Boundary Declaration duly registered before the D.S.R. – III, South 24-Parganas and recorded in Book No. I, Volume No. 1603-2021, Pages 401671 to 401686, Being No. 16031337 for the year 2021.



**AND WHEREAS** for a considerable period of time the Owners have been thinking of developing the land measuring an area of **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** be the same a little more or less particularly mentioned and described in the Schedule – A **Part - II** hereunder written and in such manner as may yield them greater advantage together with providing flats or apartments for intending dwellers for her residential requirement for unavoidable circumstances could not materialize the same.

**AND WHEREAS** coming to know of the intention of the owners, the Developer **M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having **PAN ADIPR4490C**, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, approached to the owners with an offer to develop the said property at her/its own cost and expenses and in such a manner as to serve the purpose of the owners in terms of her requirements and desire.

**AND WHEREAS** the Developer has been informed about the acceptance of the proposal of developing the said property by constructing an Ownership apartment on **ALL THAT** piece and parcel of bastu land measuring about **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** be the same a little more or less comprised of and contained in Mouza-Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233. under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, within the limits of Kolkata Municipal Corporation Ward No. 107, Premises No. 3039, Rajdanga Main Road, Kolkata-700107, Police Station-Kasba, having Assessee No. 311071634880 and the Developer has agreed with the proposal of the Owners.

**AND WHEREAS** the parties are desirous of recording the said terms and conditions and stipulations in writing such as to avoid future complication and eventually entering into this AGREEMENT.

That the Owners hereby represent and covenants with the Developer as follows:-

- A. None other than the Owners have any interest, claim demand whatsoever and howsoever in the said messuage land and hereditaments.
- B. The said Schedule A Schedule – A **Part – II** property is free from all encumbrances whatsoever.
- C. The said Schedule A Schedule – A **Part – II** property or any part thereof is not subject to any notice of acquisition and no suit in any court of law or any proceedings before any authority is pending relating to any matter or disputes



whatsoever about the said premises, and if any notice of acquisition happens and occasions by any authority in that event the developer will proceed with the case and if any compensation received from any department due to such acquisition then the developer will return the compensation after deducting his loss of this project due to such acquisition.

- D. The owners have not entered into any agreement nor there is any such agreement for sale, transfer, development, lease or any agreement whatsoever with any person in respect of the said premises except these presents.
- E. The owners covenant that they are the Owners of the said Schedule A **Part – II** property. The Owners further covenants that if any dispute arises in future in regard to the ownership in respect of the said premises, the Owners will clear the dispute and for that if any compensation is to be paid that to be borne by the Owners.
- F. The owners are interested in offering the said Schedule A **Part – II** property for development and Owners desire to develop the same jointly with the Developer.

The Developer hereby covenants :-

- A. The Developer is competent and has sufficient means and money to develop the premises as agreed hereinafter.
  - B. The Developer is sound and is not otherwise incompetent, incapable and insolvent.
  - C. The Developer shall use the required quality of materials, steels, etc. and strictly follow the specification, guidance of process of construction of a multi-storied building strictly according to the guidelines in the engineering process.
  - D. That the Developer shall not use sub-standard materials and shall not take undue haste and/or measure in constructing the multi-storied building on the premises.
- Relying upon the aforesaid representation by both Owners and Developer and being satisfied with the title of the Owners as aforesaid the Developer has agreed to develop the said premises jointly with the Owners for construction of a multi storied building or such number of stories as may be allowed under the sanctioned plan, on the terms and conditions as settled in between the parties hereto and recorded herein.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH** that in pursuance of the said agreement and in consideration of mutual remises and interests, the parties hereto record to have agreed as follows:-



## **CHAPTER-1: DEFINITIONS :**

Unless excluded by or repugnant to the subject or context or otherwise contrary thereto or inconsistent therewith the terms or expressions herein contained shall mean as follows:-

- 1.1. OWNERS shall mean and include (1) **SMT. MINERVA BISWAS** (PAN – ACZPB6849H), widow of Late Nani Gopal Biswas @ N Biswas, by faith – Hindu, by Occupation – Landholder, by Nationality – Indian, residing at “ABAKASH APARTMENT”, Flat No. 202, Second Floor, Premises No. 422, Jogendra Garden, P.O. East Calcutta Township Project, Police Station – Kasba, Kolkata – 700 107, Dist. South 24-Parganas and (2) **SRI PRANAB BISWAS** (PAN – AEWPB5196C), son of Late Nani Gopal Biswas @ N Biswas, by faith – Hindu, by Occupation – Landholder, by Nationality – Indian, residing at “ABAKASH APARTMENT”, Flat No. 202, Second Floor, Premises No. 422, Jogendra Garden, P.O. East Calcutta Township Project, Police Station – Kasba, Kolkata – 700 107, Dist. South 24-Parganas, and his/her/their heirs, successors, **executors**, administrators, nominees and assigns.
- 1.2. DEVELOPER shall mean the said **M/S. R. B. ASSOCIATES**, a Proprietorship firm, having its registered Office at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, represented by its sole Proprietress – **SMT. KAKOLI ROY**, having PAN ADIPR4490C, wife of Sri Ranjoy Broto Roy, by faith – Hindu, by occupation – Business, residing at 22B, Jogipara Road, P. O. & P. S. Dum Dum, Kolkata – 700 028, District North 24-Parganas and her heirs, successors, executors, administrators, nominees and assigns.
- 1.3. PREMISES/PROPERTY shall mean **ALL THAT** piece and parcel of bastu land measuring about **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** be the same a little more or less as per Boundary Declaration, comprised of and contained in Mouza-Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233. under C.S. & R.S. Dag No. 4002, C.S. & R.S. Khatian No. 430, within the limits of Kolkata Municipal Corporation Ward No. 107, Premises No. 3039, Rajdanga Main Road, Kolkata-700107, Police Station-Kasba, having Assessee No. 311071634880, Dist. South 24-Parganas, which is fully mentioned and described in the Schedule – A **Part – II** hereunder written and/or the constructions on the said land as and when applicable.
- 1.4. BUILDING OR NEW BUILDING it is envisaged that it shall mean proposed two buildings of which one Ground plus Four storied and another Ground plus Three storied building consisting of residential flats, Commercial spaces, Car Parking



Spaces to be constructed at the said premises or the building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and/or the appropriate sanctioning authority in the name of the said Owners or in accordance with a modified or amended plan or plans thereof or in accordance with a new plan has been sanctioned herein after, as the case may be.

- 1.5. COMMON AREAS, PARTS & FACILITIES AND AMENITIES shall include, passage-ways, common lavatories, overhead / underground reservoir or tank, water pump and motor pumps, lift shafts, fully operating lift car and lift machine room, sanitary, electric wires and plumbing pipes and fittings and drainage in common areas and other facilities required for the establishment, enjoyment, provisions, maintenance and/or management of the building.
- 1.6. SALEABLE SPACE shall mean the space in the building forming part of Owners or developer's allocation available for independent use and occupation after making the due provisions for common facilities and the space required thereof.
- 1.7. SUPER BUILT UP AREA in relation to the flat shall according to its context mean the plinth area of the said flat including the balconies and also the thickness of the peripheral walls, internal walls and pillars together with proportionate right in common areas, parts facilities, etc. and amenities as per clause "E" PROVIDED THAT if any wall be common between the flats then one half of the area under such wall/s shall be included in each of such flats and it includes proportionate share of common areas and parts like passages, lift and lift machine room if any, servant's toilet if any, on ground floor underground reservoirs and overhead reservoirs or tanks or any other service area which may be specifically earmarked for use in common by the occupiers/Owners of the building. The measurement should be calculated from outer wall to outer walls of such space.
- 1.8. COST OF CONSTRUCTION shall mean and include all costs and expenses paid and or incurred by the Developer relating to the amendment, modifications of the Plan which is already sanctioned by the Kolkata Municipal Corporation, and/or fees of architect, labour charges or wages, building materials (including timber, sanitary plumbing and electrical fittings and fixture ) fees and charges payable to sanctioning authority or any other authority and all other costs incidental thereto including fittings and fixtures within the flats and common areas as per schedule enclosed.



1.9. **OWNER'S ALLOCATION SHALL MEAN :**

Irrespective of increase or decrease of F.A.R. on sanction of plan/plans, the Land Owners jointly shall be entitled to total 50% of the constructed area [covering the area of proposed Two Buildings namely "**KRISHNA TOWER**" (Ground plus Four storied) AND "**RADHA TOWER**" (Ground Plus Three storied) or any other or further floor/s therein or any other or further Building or Buildings that may be erected in the entire complex i.e. at "**MINERVA ENCLAVE**", over the said property which shall include the following compulsory allocations and out of the said compulsory allocations as aforesaid, the Land Owners mutually decided between themselves and amicably settled and / or agreed to divide such compulsory allocation in the manner as follows :-

**PART - I**

The Land Owner No. 1 namely Smt. Minerva Biswas and Land Owner No. 2 Sri Pranab Biswas jointly shall be entitled to exclusive compulsory allocation and / or be deemed as exclusive Owners subject to payment of proportionate common maintenance.

**Owner's Allocation**

**BLOCK - A (KRISHNA TOWER)**

2 <sup>nd</sup> FLOOR FL-A	1,023 Sq.ft.	Carpet area 710 Sq.ft.
2 <sup>nd</sup> FLOOR FL-B	1,027 Sq.ft.	Carpet area 739 Sq.ft.
3 <sup>rd</sup> FLOOR FL-A	1,023 Sq.ft.	Carpet area 710 Sq.ft.
3 <sup>rd</sup> FLOOR FL-B	1,027 Sq.ft.	Carpet area 739 Sq.ft.

Ground Floor. Mercantile Area 467 Sq.ft. (more or less) with parking number 1 & 2

**BLOCK - B (RADHA TOWER)**

1 <sup>st</sup> FLOOR FL-D	896 Sq.ft.	Carpet area 638 Sq.ft.
3 <sup>rd</sup> FLOOR FL-C	929 Sq.ft.	Carpet area 651 Sq.ft.
3 <sup>rd</sup> FLOOR FL-D	896 Sq.ft.	Carpet area 638 Sq.ft.

Ground Floor, Parking number 8 & 9

Apart from the above allocation the Developer shall pay a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh) only as forfeit money to the Owners as follows :

Already paid on different dates -	Rs.24,50,800.00
During the construction	Rs. 8,49,200.00



**DEVELOPER - R.B. ASSOCIATES ALLOCATION****BLOCK – A (KRISHNA TOWER)**

1<sup>st</sup> FLOOR FL-A 1,023 Sq.ft. Carpet area 710 Sq.ft.

1<sup>st</sup> FLOOR FL-B 1,027 Sq.ft. Carpet area 739 Sq.ft.

4<sup>th</sup> FLOOR FL-A 1,023 Sq.ft. Carpet area 710 Sq.ft.

4<sup>th</sup> FLOOR FL-B 1,027 Sq.ft. Carpet area 739 Sq.ft.

Mercantile Area 335 Sq.ft. (more or less) with Parking number 3 & 4 on Ground Floor.

**BLOCK – B (RADHA TOWER)**

1<sup>st</sup> FLOOR FL-C 929 Sq.ft. Carpet area 651 Sq.ft.

2<sup>nd</sup> FLOOR FL-C 929 Sq.ft. Carpet area 651 Sq.ft.

2<sup>nd</sup> FLOOR FL-D 896 Sq.ft. Carpet area 638 Sq.ft.

Ground Floor Mercantile Area 123 Sq.ft. (more or less) with Parking number 5, 6 & 7

- 1.10. THE ARCHITECT shall mean such person or persons who may be appointed by the developer for designing and planning of the building and sanction of building plans thereof.
- 1.11. BUILDING PLAN shall mean the plan which has been sanctioned from the Kolkata Municipal Corporation or any amendment or modification or alteration thereof by the appropriate sanctioning authority and/or any other competent authority as the case may be with modification, amendment, alteration thereto or revision thereof made or caused to be made by the developer from time to time.
- 1.12. TRANSFER with its grammatical variations shall include transfer by possession or by any other means adopted for effecting what is understood as a transfer of space in multi storied buildings to purchaser thereof although the same may not be registered for the time being.
- 1.13. That the Owners and the developer have agreed to develop the said premises by raising a new building there at within a period of 30(thirty) months from the date of their agreement at the cost and expenses of the developer and on the terms and conditions and covenants contained herein. In special circumstances time may be extended for another 6 (six) month.
- 1.14. The Owners hereby authorizes /grants license to the developer to construct the new building at his own costs and shall obtain modification, variation or new



sanction in the owners' name at his own cost and do all other acts and deeds as mentioned hereinafter.

#### **CHAPTER- II : CONSIDERATION**

Consideration for sale of undivided impartible share of land of the owners to the developer or her/its nominee or nominees will be owners allocation as mentioned in clause 1.9 herein before.

#### **CHAPTER- III : DELEVERY OF POSSESSION OF LAND**

The developer agrees to pay all taxes in respect of the said Schedule – A **Part – II** property and it will be deemed to a date from the date of handing over the vacant possession of the Schedule – A **Part – II** property to the developer for the development of the said premises on the terms and conditions herein contained and in the manner stated herein.

#### **CHAPTER-IV : DEVELOPER'S RIGHT AND OBLIGATIONS**

4.1. The developer shall be at liberty at her/its own costs and expenses –

- b) To apply for getting the plan sanctioned and make amendments on the plan from the Kolkata Municipal Corporation. Modifications and alterations of the plan from the Kolkata Municipal Corporation or revision thereof.
- c) To make applications and to get necessary plans, maps, sketches schemes, sanctioned by the appropriate authorities for obtaining filtered or unfiltered water, drainage septic tank and sewerage connection and/or boring tube well and electricity.
- d) To build, construct or erect new building or other structures in or upon the land comprised in the said premises and /or any portion thereof strictly according to the sanctioned plan.
- e) To apply for and obtain electricity, water and sewerage connections and other essential public, utility services, facilities, or any part thereof in or upon the said newly constructed premises or any part thereof.
- f) The entire cost of construction of the buildings and providing the amenities, services and facilities and the fittings and fixtures, thereon, including the fees payable to be Architects Engineers, Contractors, and other staff and workmen shall be borne by the Developer and the Owners are not required to contribute anything for same. In the case of disputes between the Developer and/or her contractors, architects, engineers and other workmen and suppliers of materials. and other



persons who are engaged in the development of the said premises and the same shall be fully settled by the Developer who shall also be liable and answerable for their claims, if any. In case of any accidents or injury or death occurring during the course of construction period to any workmen or third party in the said premises, the Developer / Labour Contractor will solely be responsible. The Owners shall have no liability to any extent in this behalf.

- g) All the items of plants and machines, tools, and implements, stores and materials, the Developer and/or her contractors, workmen and other agencies may bring to the site for the due construction of the said building shall remain the exclusive properties of the Developer at all times and the Owners shall have no claim whatsoever on any such items or Plant and machinery, tools and implements, stores and materials at any time.
- h) The Developer shall be entitled to make additions, deletions and alternations in the Plans and as demanded by the Sanctioning Authorities and also in construction as it deem it fit without materially affecting the entitlement of the Owners. The Developer is also entitled to effect modifications depending on the Plan and exigencies in the build area agreed to be built and delivered to the Owners. The Developer shall have discretion in matters relating to the method, manner and design of construction without affecting the designs and safety of the buildings basically. The entire cost of construction, including Architects fee and charges/fee if any to be paid for obtaining License Sanctioned Plan, payments for the temporary connection of water and electricity during construction and development of the Schedule – A **Part – II** Property including the area falling to the share of the Owners shall be borne by the Second Party/Developer. The Owners shall not be required to contribute any amount towards the preparations of drawings, plan sanction, development and construction of the said premises including the Owners' share of constructed area as set out in this agreement.
- i) In the event of any other demands made by any Authorities on Commencements of Construction or during the course of construction, the same shall be borne by the Second Party/Developer and the Owners shall have no liability.

#### **CHAPTER-V: DEVELOPER TO DEAL WITH HER ITS ALLOCATION**

5.1. The Developer shall be entitled to:

Deal with the portion of the new building under her allocation by way of sale of flat/space or receive consideration and the Owners shall sale or confirm or grant



proportionate undivided right title and interest in the land to such buyer/s and sign, execute and register the necessary deeds/ deed of conveyance there for and shall not demand any further consideration from such purchaser and /or developer. The delivery of possession of the owners' allocation to the Owners as per clause 1.9 will be deemed complete consideration of the Owners. That the parties hereto shall bear and any pay taxes, maintenances costs and common expenses proportionately to their respective allocations from the date of their possession.

- 5.2. That upon the construction of the new building if it be found that the portion or portions of developer's allocation have not been sold, then in that event the Owners may execute necessary conveyance in favour of the nominee or nominees of the developer by virtue of power of attorney to be granted by Owners to developer or its authorised representatives. Owners shall arrange for obtaining necessary Tax clearance certificate and any other permission from any authority as and when required and the cost of such certificates and permissions shall be borne by the developer and the Owners shall sign all papers in connection therewith.

#### **CHAPTER-VI: PAYMENT OF TAXES**

- 6.1. That the developer shall be liable to pay municipal and other taxes and charges of the said premises from the date of getting the vacant khas possession of the Schedule – A **Part – II** property till the date of delivery of the Owners allocation. Thereafter the parties shall bear the said taxes etc proportionately to their respective allocation either by themselves and / or through and / or by the prospective buyers of the flat/s as mentioned hereinafter.
- 6.2. That the Owners will be free from all kinds of taxes regarding developer's allocation including income tax and other taxes and outgoing thereof.

#### **CHAPTER- VII: OWNERS' OBLIGATIONS**

- 7.1. The Owners hereby agrees, assures and covenants with the developer that the Owners or any persons claiming through them shall not in any way interfere with such possession nor shall in any way cause any obstruction or interference in the construction, erection and completion of the building by the developer or her nominee/s. Since the Owners will not interfere in anyway in the smooth progress of the construction work, the Developer would on her part will be solely responsible for the construction works.
- 7.2. The Owners shall sign all papers relating to the transfer of proportionate land in favour of the nominee/s of the Developer.

- 7.3. The Owners shall render there best co-operation and assistance to developer in the matter of the construction of the proposed new building and other structure/s if any ,in or upon the land comprised in the said premises, in accordance with the provisions of the building laws for the time being in force in the area and the Owners shall sign, execute and deliver to the developer all matters, correspondence ,authorizations, papers and other documents as may from time to time be required by the developer in relation to the commencement and/or continuation and /or completion of the construction of the proposed new building and other structure/s.
- 7.4. The Owners shall execute General and/or special power of Attorney and Letters of Authorisation in favour of developer and/or his men and agents. All such Powers of Attorney and/or Letters of Authorisation containing inter alia right to prepare, to submit, to sign on Owners behalf and to obtain the sanctioned plan, right to demolish the present construction and to construct the new building or buildings and continue such constructions till the construction is/are completed and right to enter into agreement for sale of flat/s portion in the new building in respect of developer's allocation, with proportionate undivided right title and interest in land to proposed buyer/s to take necessary permissions from various authorities like police, fire, municipality, telephone if applicable and electric companies or authorities and to pay costs and charges to apply, make, correspondence, get plan/s sanctioned municipal, government and/or appropriate authorities for construction, laying pipes for water and electric supplies wiring for electricity and all other general or specific proposes incidental thereto and to attend, prosecute, conduct or defend litigation civil or criminal or both in relation to the premises.
- 7.5. Owners shall further grant power of Attorney to the developer or her men and agents to sell all such flats/spaces and areas mentioned in developer's allocation and or any areas/flats of the Owners specifically instructed by the Owners by any letter/agreement in future and to execute and register all such conveyance and to do such acts incidental thereto.
- 7.6. Upon receipt the possession of her allocation from the developer, the Owners shall become liable to pay proportionate taxes, maintenance costs and common expenses for or in relation to their allocation.



#### **CHAPTER- VIII: MISCELLANEOUS**

- 8.1. That the Owners shall not have any connection, concern over the liability with any supplier/suppliers or creditors of the developer.
- 8.2. The materials to be used for construction by any developer should be of standard quality according to those used in multi storied building in the locale of said building and should be constructed in such workman-like manner as of the other multi storied buildings in the said locale.

#### **CHAPTER - IX: FURTHER AGREEMENT / UNDERSTANDING BY AND BETWEEN THE PARTIES.**

- 9.1. The parties thereto further agree and place on record some facts, explicit terms and understanding as follows:-

Owners shall not be responsible for any deviation and/or construction not according to sanctioned plan. In consideration of the Owners agreeing to transfer an undivided or such proportionate undivided share in the said premises to the Developer and/or her/its nominee/s or assignee/s, the Developer hereby agrees to construct and deliver to the Owners and/or his/her/their nominee/s or assignee/s, free from encumbrances.

In consideration of the Developer agreeing to deliver the Owner's Constructed Area, the Owners hereby agree and bind and undertake to transfer/convey/sell to the Developer and/or her nominee/s or assignees an undivided or such proportionate undivided share in the said premises as is proportionate to the Developer's Constructed Area either in one lot or in several share or in the form of undivided share or otherwise at the sole discretion of the Developer. The Owners' Constructed Area shall be the absolute property of the Owners and they shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate undivided share or such undivided share as will be proportionate to the super built area retained by the Owners in the land in said premises and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.

The Developer Constructed Area shall be the absolute property of the Developer and she shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate

undivided share or such undivided share as will be proportionate to the super built area retained by the Developer in the land in said premises and she shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.

Owners shall be deemed to have taken possession of the Owners' allocation on the fifteenth day from the date of dispatch of the registered notice of completion thereof and such fifteenth day thereafter is called "the date of possession" irrespective of the Owners taking actual physical possession at later date of their said allocation or however otherwise, if the Owners take actual possession of their said allocation before the expiry of the said 15th day before issue of such notice then in that event the said day of taking actual physical possession shall be deemed the date of possession. The expression "the date of possession" will be relating to the starting of payment of proportionate maintenance cost, taxes and other common expenses and the delivery of the owners' allocation.

The Owners and the Developer shall from the date of completion of Owners Constructed Area in all respects, maintain their respective portions, at their own cost in good and tenantable repair and shall not do or suffer to be done anything in or to the said premises, and/or common areas and passages of the building which may against law or which will cause obstruction or interference to the users of such common areas. The Owners and/or their transferees in regard to the Owners Constructed Area and the Second Part/Developer and her nominees in respects of Developers Constructed Area, shall become members of an Association to be formed by all the holders of built up area for the purpose of attending to maintenance and safety of the buildings and all matters of common interest and concern and shall observe and perform the terms/conditions/Bye- laws / Rules / Regulations of such Association.

The delivery of possession of the Owners' allocation to the Owners as per clause 1.13 will be deemed complete consideration of the Owners and the Owners shall not make any demand save and except the Owners' allocation as mentioned in Clause 1.13.



Owners shall bear and pay for maintenance of the portion of new building under their allocation and he shall also bear and pay proportionate maintenance cost of the common areas and parts and/or also the common expenses therefore.

9.2 **MAINTENANCE CHARGES ETC:**

All obligations with respect to the Maintenance of the Apartment will be by Developer and could be assigned depending on the mutual arrangements by the Developer and the Owners of Residential/Commercial Complex.

9.3 **OBLIGATION OF THE** Owners:

The Owners have along with the execution of this Agreement granted a General Power of Attorney in favour of the Developer empowering to proceed with obtaining Sanctioned Plans, consents and in regard to the Flat/s to be constructed on the said premises and authorizing the Developer to represent before all and any of the Statutory Authorities.

The Owners shall sign and execute necessary application, papers documents and do all acts, deeds and things as the Second Party/Developer may lawfully require to obtain plan sanction and consents as well as to and in order to legally and effectively vest in the Second Party/Developers' nominee/s title to the undivided share in the said premises after completing the development of the said premises; The Owners shall observe and carry out such acts, deeds and things as may be reasonably required by the Second Party/Developer in order to enable (her) to successfully develop the said premises

9.4 **RIGHTS OF THE OWNERS FOR INSPECTION:**

The Owners at all reasonable times shall have the right or inspection of the progress of work and quality of construction and require the Developer to rectify any errors or require the Developer to properties implement the work of Owners Constructed Area in the said premises. This decision of the Architect for the project as to the quality of the material and work, the rate of progress of work and other related matters should be final and binding on both parties.

9.5 **INTERPRETATION:**

This Agreement shall not be construed as a Partnership between the parties herein.

9.6 **ADVERTISEMENT:**

The Developer shall be entitled to erect boards in the said premises advertising for sale and disposal of the built areas in the said premises and to publish in the Newspapers calling for response from prospective purchasers and market their share of land and building in the said premises in any manner, the Developer may deem it fit. Any tax or liability shall be borne by the Developer.

9.7 **BREACH AND CONSEQUENCES :**

In the event of breach of terms of this Agreement by either party, the aggrieved party shall be entitled to take appropriate steps under specific performance of contract act, and also be entitled to recover all the losses and expenses incurred as consequence of such Breach from the party committing the breach. In any unforeseen circumstances if the Developer fails to construct the said buildings as well as the project then this Agreement will be cancelled and Owners shall have right to enter into any other person/party to construct the said building as well as project.

**CHAPTER-X : FORCE MAJEURE**

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion strike and/or any other event beyond the control of the parties (Force Majeure).

**CHAPTER-XII: ARBITRATION.**

That all disputes and questions whatsoever arising out of and during the continuance of this agreement and relating to this agreement or thereafter between the parties hereto or between their respective legal representatives as to interpretation, operation or enforcement of any of the terms herein or the construction of any other matter or application thereof or the accounts or valuation or any act deed or commission or omission on part of any party hereto shall be referred to the adjudication by the arbitrator appointed by each of the disputing parties and the decision of such arbitrator appointed by each of the disputing parties shall be binding on the parties hereto and/or their legal representatives. The provisions of the Arbitration Act for the time being in force shall be applicable to the said Arbitration proceedings.



**THE SCHEDULE 'A' ABOVE REFERRED TO****PART - I****(ENTIRE LAND)**

**ALL THAT** piece or parcel of a plot of bastu land measuring an area of **14 (Fourteen) Cottahs 11 (Eleven) Chittacks 6 (Six) Sq.ft.** be the same a little more or less, together with all easement right and common facilities thereto lying and situated at Mouza – Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, comprised in C.S. & R.S. Dag No. 4002, Khatian No. 430, within the limits of Kolkata Municipal Corporation Ward No. 107, Premises No. 3039, Rajdanga Main Road, Police Station – Kasba, having Assessee No. 31-107-16-3488-0, Kolkata – 700 107, in the District of South 24-Parganas, said property free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendenses, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever. Butted and bounded :

- ON THE NORTH** : 34' ft. wide K.M.C. Road.
- ON THE SOUTH** : Partly KMDA Surplus land and part of 30' ft. wide KMC. Road.
- ON THE EAST** : 4' ft. wide Passage and thereafter land of R.S. Dag No. 3728.
- ON THE WEST** : Partly private passage and partly Premises No. 422, Jogendra Garden.

**THE SCHEDULE 'A' ABOVE REFERRED TO****PART - II****(DEVELOPMENT LAND)**

**ALL THAT** piece or parcel of a plot of bastu land measuring an area of **10 (Ten) Cottahs 7 (Seven) Chittacks 9 (Nine) Sq.ft.** be the same a little more or less as per Boundary Declaration, together with all easement right and common facilities thereto lying and situated at Mouza – Kasba, J.L. No. 13, Touzi No. 145, R.S. No. 233, comprised in C.S. & R.S. Dag No. 4002, Khatian No. 430, within the limits of Kolkata Municipal Corporation Ward No. 107, Premises No. 3039, Rajdanga Main Road, Police Station – Kasba, having Assessee No. 31-107-16-3488-0, Kolkata – 700 107, in the District of South 24-Parganas, said property free from all sorts of encumbrances, claims, demands, hindrances, liens, debts, dues, attachments, lispendenses, charges, acquisitions and requisitions whatsoever and howsoever without any interference, obstruction and objection whatever from any person whomsoever, manner and corner whatsoever and howsoever. Butted and bounded :

<u>ON THE NORTH</u>	:	11.2000M (Avg.) wide Rajdanga Main Road.
<u>ON THE SOUTH</u>	:	9.869M (Avg.) wide K.M.C. Road
<u>ON THE EAST</u>	:	IV storied building Pre. No. 379, BL-ED, Plot 37 & Open Land.
<u>ON THE WEST</u>	:	V storied Building Pre. No. 422, Jogendra Garden.

**THE SCHEDULE 'B' ABOVE REFERRED TO**

**OWNER'S ALLOCATION**

**BLOCK – A (KRISHNA TOWER)**

2 <sup>nd</sup> FLOOR FL-A	1,023 Sq.ft.	Carpet area 710 Sq.ft.
2 <sup>nd</sup> FLOOR FL-B	1,027 Sq.ft.	Carpet area 739 Sq.ft.
3 <sup>rd</sup> FLOOR FL-A	1,023 Sq.ft.	Carpet area 710 Sq.ft.
3 <sup>rd</sup> FLOOR FL-B	1,027 Sq.ft.	Carpet area 739 Sq.ft.

Ground Floor. Mercantile Area 467 Sq.ft. (more or less) with parking number 1 & 2

**BLOCK – B (RADHA TOWER)**

1 <sup>st</sup> FLOOR FL-D	896 Sq.ft.	Carpet area 638 Sq.ft.
3 <sup>rd</sup> FLOOR FL-C	929 Sq.ft.	Carpet area 651 Sq.ft.
3 <sup>rd</sup> FLOOR FL-D	896 Sq.ft.	Carpet area 638 Sq.ft.

Ground Floor, Parking number 8 & 9

Apart from the above allocation the Developer shall pay a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh) only as forfeit money to the Owners as follows :

Already paid on different dates -	Rs.24,50,800.00
During the construction	Rs. 8,49,200.00

**DEVELOPER - R.B. ASSOCIATES ALLOCATION**

**BLOCK – A (KRISHNA TOWER)**

1 <sup>st</sup> FLOOR FL-A	1,023 Sq.ft.	Carpet area 710 Sq.ft.
1 <sup>st</sup> FLOOR FL-B	1,027 Sq.ft.	Carpet area 739 Sq.ft.
4 <sup>th</sup> FLOOR FL-A	1,023 Sq.ft.	Carpet area 710 Sq.ft.
4 <sup>th</sup> FLOOR FL-B	1,027 Sq.ft.	Carpet area 739 Sq.ft.

Mercantile Ara 335 Sq.ft. (more or less) with Parking number 3 & 4 on Ground Floor.



**BLOCK – B (RADHA TOWER)**

1 <sup>st</sup> FLOOR FL-C	929 Sq.ft.	Carpet area 651 Sq.ft.
2 <sup>nd</sup> FLOOR FL-C	929 Sq.ft.	Carpet area 651 Sq.ft.
2 <sup>nd</sup> FLOOR FL-D	896 Sq.ft.	Carpet area 638 Sq.ft.
Ground Floor Mercantile Area 123 Sq.ft. (more or less) with Parking number 5, 6 & 7		

**THE SCHEDULE 'D' ABOVE REFERRED TO**  
**(SPECIFICATION OF CONSTRUCTION)**

1. **STRUCTURE :**  
EARTHQUAKE RESSISTENT Reinforced Concrete Framed Structure (RCC) on the best of the Soil Test Reports recommended by the Architects Engineers.
  
2. **INTERNAL & EXTERNAL PERCUTION WALLS**  
Inter Partition Walls provider as 5" or 3" Brick work with plaster of paris finish and exterior walls provided as 8" or 10" thickness with standard quality bricks combined with stylised elevation cladding and finished with high quality paint.
  
3. **FLOORING:**
  - i) VITRIFIED TILES IN ALL FLOOR AREA of the Flat.
  - ii) MARBLE / DESIGNER TILES in Staircase, Lobby and common areas.
  - iii) TOP OF THE ROOF will be finished by roof treatment.
  
4. **KITCHEN**
  - i) GRANITE KITCHEN PLATFORM WITH STAINLESS SINK.
  - ii) ANTI SKID TILES ON FLOOR.
  - iii) CERAMIC GLAZED TILES UPTO 2 FT. HEIGHT ABOVE PLATFORM.
  - iv) ELECTRICAL POINTS FOR WATER FILTER, EXHAUST FAN, MICRO WAVE
  
5. **TOILET**
  - i) ANTI SKID CERAMIC / VITRIFIED TILES ON FLOOR
  - ii) DESIGNER CERAMIC TILES UPTO (door height) ON WALLS.
  - iii) SANITARY WARE OF HINDWARE / PARRYWARE OR EQUIVALENT (white EPWC Commode for both common Toilet and attached Bath PVC lowdown cistern, shower to be provided in Bath Room / Toilets.
  - iv) CP FITTINGS OF STANDARD QUALITY.

- v) ELECTRICAL POINTS FOR GEYSER AND EXHAUST FAN.

6. **DOOR**

IMPORTED MALAYSIAN SAL WOOD FRAME WITH FLUSH DOORS painted with white primer (Door shutters would be minimum 32mm thick flush doors with Hatch Bolt.

MAIN DOORS TO BE PROVIDED WITH NIGHT LATCH AND HANDLES WITH EYEPIECE, ONE GODREJ LOCK to be provided in main entrance door, All other door fittings will be made of standard quality materials.

7. **WINDOWS :**

ANODIZED / POWDER COATED ALUMINIUM SLIDING WINDOWS, with grill protection and glass fittings.

8. **ELECTRICALS**

**FIRE RESISTANT COPPER WIRES WITH MCB**

- i) GEYSER POINT IN ALL BATH ROOMS.
- ii) CABLE / DTH, TELEPHONE, INTERCOM CONNECTED IN LIVING / DINING
- iv) ADEQUATE 15 AMP AND 5 AMP POINTS, (All electric wiring will be of concealed nature by standard quality wire fitted on standard quality board, switches and other fittings, one telephone point, one freeze point, one T.V. point in Dinning Hall, one exhaust fan point in bathroom and Kitchen only, one Calling Bell will be provided in each flat's main entrance gate only. Two: Light points, one night lamp and one fan point in each Bed Room, One light point in each toilet and one light point in Kitchen and one light point in main gate entrance and one light point in Balcony. Two light points and one fan point in Dinning Hall cum Drawing Room. One 5 amp plug point in each Bed Room and one 5 amps plug point in Kitchen; one 5 amp plug point in each Toilet and one 5 amp plug point in Dining Hall. Electric light point only will be provided in Car parking space in the ground floor.

9. **ELEVATORS** – ONE Elevators ANY REPUTED COMPANY) IN EACH BLOCK.

10. **SOCIAL INFRASTRUCTURE & AMENITIES**

I. WATER SUPPLY –

- A. 24 HOURS WATER SUPPLY FROM KMC WATER SOURCE / SUPPLY THROUGH STORED RESERVOIR.



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

SIGNED, SEALED & DELIVERED

in presence of : -

WITNESSES : -

1. *Goutam Bhattacharya*  
165 Shyamnagar Road  
Kol. 700035

2. *Prabir Kumar Ray*  
68, Jagi Para Road  
Kolkata - 700 28

*Minerva Biswa*

*Panab Biswas*

---

SIGNATURE OF THE OWNERS

Drafted by : -

*Manindra Chandra Paul*

Mr. Manindra Chandra Paul  
Advocate  
Sealdah Court, Kolkata- 14  
Regn. No. WB-490/1985


































For R. B. ASSOCIATES

✓ *Kakoli Roy*  
Proprietress

---

SIGNATURE OF THE DEVELOPER

PAGE NO.  
SPECIMEN FROM FOR TEN FINGERPINTS

Sl. NO.	Signature of the Executants/Presentants					
Minerva Biswas,	 Minerva Biswas	Little	Ring	Middle	Fore	Thumb
			Left	Hand		
						
						
Pranab Biswas	 Pranab Biswas	Little	Ring	Middle	Fore	Thumb
			Left	Hand		
						
						
Karoli Roy	 Karoli Roy	Little	Ring	Middle	Fore	Thumb
			Left	Hand		
						
						





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



192023240432894221

GRN Details

GRN:	192023240432894221	Payment Mode:	Online Payment
GRN Date:	20/03/2024 23:49:23	Bank/Gateway:	Indian Bank
BRN :	IB21032024891440	BRN Date:	20/03/2024 23:50:22
GRIPS Payment ID:	200320242043289421	Payment Init. Date:	20/03/2024 23:49:23
Payment Status:	Successful	Payment Ref. No:	2000639112/11/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	R B ASSOCIATES
Address:	22B, Jugipara Road, Kolkata - 700028
Mobile:	9831119146
Depositor Status:	Others
Query No:	2000639112
Applicant's Name:	Shri Amar Kumar Mondal
Identification No:	2000639112/11/2024
Remarks:	Sale, Development Agreement or Construction agreement Payment No 11
Period From (dd/mm/yyyy):	20/03/2024
Period To (dd/mm/yyyy):	20/03/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000639112/11/2024	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000639112/11/2024	Property Registration- Registration Fees	0030-03-104-001-16	33021
Total				107942

IN WORDS: ONE LAKH SEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

PAID



### Major Information of the Deed



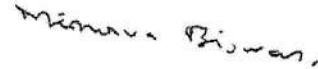


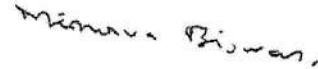


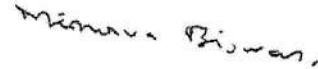
Deed No :	I-1606-01267/2024		Date of Registration	27/03/2024
Query No / Year	1606-2000639112/2024		Office where deed is registered	A.D.S.R. SEALDAH, District: South 24-Parganas
Query Date	06/03/2024 9:06:11 PM			
Applicant Name, Address & Other Details	Amar Kumar Mondal Sealdah Court Complex, Bar Room No. 201, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 7003709375, Status : Advocate			
Transaction	[0110] Sale, Development Agreement or Construction agreement		Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 33,00,000/-]
Set Forth value	Rs. 33,00,000/-		Market Value	Rs. 8,01,71,515/-
Stampduty Paid(SD)	Rs. 75,021/- (Article:48(g))		Registration Fee Paid	Rs. 33,021/- (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: Rajdanga Main Road, Road Zone : (E M Bye Pass -- Acropolis Mall) , , Premises No: 3039, , Ward No: 107 JI No: 13, Touzi No: 145  
Pin Code : 700107

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	10 Katha 7 Chatak 9 Sq Ft	33,00,000/-	8,01,71,515/-	Width of Approach Road: 34 Ft., ,Last Reference Deed No :1901-I -06870-2016
Grand Total :				17.2425Dec	33,00,000 /-	801,71,515 /-	



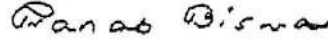
### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> <tr> <td>Smt Minerva Biswas Wife of Late Nani Gopal Biswas Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>27/03/2024</td> <td>LT1 27/03/2024</td> <td>27/03/2024</td> </tr> </table>	Name	Photo	Finger Print	Signature	Smt Minerva Biswas Wife of Late Nani Gopal Biswas Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office					27/03/2024	LT1 27/03/2024	27/03/2024
Name	Photo	Finger Print	Signature										
Smt Minerva Biswas Wife of Late Nani Gopal Biswas Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office													
	27/03/2024	LT1 27/03/2024	27/03/2024										



, APARTMENT, FLAT NO. 4202, 422, JOGENDRA GARDEN, City:- , P.O:- EAST CALCUTTA  
SHIP PROJECT, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107  
Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:  
.xxxx9h,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of  
Execution: 27/03/2024

Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office



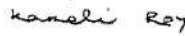
Name	Photo	Finger Print	Signature
<b>Shri Pranab Biswas</b> <b>(Presentant)</b> Son of Late Nani Gopal Biswas Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office		 Captured	
27/03/2024	LT1 27/03/2024	27/03/2024	

ABAKASH APARTMENT, Flat No 202, 422, Jogendra Garden, City:- , P.O:- East Calcutta Township Project, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: aexxxxxx6c,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 27/03/2024 , Admitted by: Self, Date of Admission: 27/03/2024 ,Place : Office




#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>R B ASSOCIATES</b> 22B, Jogipara Road, City:- Not Specified, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.: adxxxxxx0c,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
<b>Smt Kakoli Roy</b> Wife of Shri Ranjoy Brato Roy Date of Execution - 27/03/2024, , Admitted by: Self, Date of Admission: 27/03/2024, Place of Admission of Execution: Office			 Captured	
Mar 27 2024 12:28PM		LT1 27/03/2024	27/03/2024	
22B, Jogipara Road, City:- Not Specified, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: adxxxxxx0c,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : R B ASSOCIATES (as Sole Proprietor)				

als :

	Photo	Finger Print	Signature
<b>Smt. Chandra Paul</b> Sudhir Chandra Paul Court Complex, Bar Room No y:- Not Specified, P.O:- Entally, entaly, District-South 24-Parganas, t Bengal, India, PIN- 700014		 Captured	
	27/03/2024	27/03/2024	27/03/2024
Identifier Of Smt Minerva Biswas, Shri Pranab Biswas, Smt Kakoli Roy			

Transfer of property for L1		
SLNo	From	To. with area (Name-Area)
1	Smt. Minerva Biswas	R B ASSOCIATES-8.62125 Dec
2	Shri Pranab Biswas	R B ASSOCIATES-8.62125 Dec



Endorsement For Deed Number : I - 160601267 / 2024

024

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

Deed is admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 Indian Stamp Act 1899.

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

Deed presented for registration at 11:43 hrs on 27-03-2024, at the Office of the A.D.S.R. SEALDAH by Shri Pranab Biswas, one of the Executants.

**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 8,01,71,515/-

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

Execution is admitted on 27/03/2024 by 1. Smt Minerva Biswas, Wife of Late Nani Gopal Biswas, ABAKASH APARTMENT, FLAT NO. 4202, 422, JOGENDRA GARDEN, P.O: EAST CALCUTTA TOWNSHIP PROJECT, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession House wife, 2. Shri Pranab Biswas, Son of Late Nani Gopal Biswas, ABAKASH APARTMENT, Flat No 202, 422, Jogendra Garden, P.O: East Calcutta Township Project, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession Business

Identified by Mr Manindra Chandra Paul, Son of Late Sudhir Chandra Paul, Sealdah Court Complex, Bar Room No 201, P.O: Entally, Thana: Entaly, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

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

Execution is admitted on 27-03-2024 by Smt Kakoli Roy, Sole Proprietor, R B ASSOCIATES (Sole Proprietorship), 22B, Jogipara Road, City:- Not Specified, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Identified by Mr Manindra Chandra Paul, Son of Late Sudhir Chandra Paul, Sealdah Court Complex, Bar Room No 201, P.O: Entally, Thana: Entaly, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 33,021.00/- ( B = Rs 33,000.00/- , E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 33,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 20/03/2024 11:50PM with Govt. Ref. No: 192023240432894221 on 20-03-2024, Amount Rs: 33,021/-,  
Bank: Indian Bank ( IDIB000C001), Ref. No. IB21032024891440 on 20-03-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 5223, Amount: Rs.100.00/-, Date of Purchase: 18/03/2024, Vendor name: SHARMISTHA CHATTERJEE MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 20/03/2024 11:50PM with Govt. Ref. No: 192023240432894221 on 20-03-2024, Amount Rs: 74,921/-,  
Bank: Indian Bank ( IDIB000C001), Ref. No. IB21032024891440 on 20-03-2024, Head of Account 0030-02-103-003-02

*Amitava Ghosal*

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2024, Page from 35530 to 35565

being No 160601267 for the year 2024.



*Amitava Ghosal*

Digitally signed by AMITAVA GHOSAL  
Date: 2024.04.01 12:20:05 +05:30  
Reason: Digital Signing of Deed.

(Amitava Ghosal) 01/04/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SEALDAH

West Bengal.