

DEVELOPMENT AGREEMENT

DATED

09TH DAY OF FEBRUARY, 2023.

REGISTERED AT

THE OFFICE OF THE DISTRICT SUB REGISTRAR - III, AT ALIPORE.

RECORDED IN

BOOK NO. I

VOLUME NO. 1603 - 2023

PAGES FROM 64215 TO 64254

BEING NO. 160301882 FOR THE YEAR 2023.

BY

SRI MINTU KARMAKAR AND OTHERS.

... LAND OWNERS.

AND

M/S. SWASTIK CONSTRUCTION.

... DEVELOPER.

1842/23

D-1835/23 1882/23



अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

W 489943

9/2/23
6-4299224



[Signature]
District Sub-Register
Alipore, South 24-parganas
09/02/2023

-- DEVELOPMENT AGREEMENT --

THIS DEVELOPMENT AGREEMENT IS MADE ON
THIS THE 09TH DAY OF FEBRUARY =
2023 (TWO THOUSAND AND TWENTY THREE), A.D.

[Handwritten notes and signatures]
Telangana
...
...

62789

30 JAN 2023

Sl. No. Date
Rs. 1000/-
Name. Tapajit Roy
Address. Alipore Judges Court, Kol-27




SMRITI BIKASH DAS
Govt. Licence Stamp Vendor
Alipore Police Court
Kol-27



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON

DAY OF FEBRUARY

2023 TWO THOUSAND AND TWENTY THIRD A.D.

DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE

09 FEB 2023

Identified by me:



Advocate

Alipore Judges' Court,
Kolkata - 700027.

BETWEEN

(1) SRI MINTU KARMAKAR (PAN : AGAPK 4646 C), son of Late Subal Chandra Karmakar, by occupation Business, residing at Boral, Tripura Sundari Road, Kolkata – 700154, Post Office : Boral, Police Station Narendrapur (previously Sonarpur), District : South 24-Parganas ;

(2) SMT. RAMA GANGULY (PAN : AHHPG 4707 G), wife of Sri Chanchal Ganguly, daughter of Late Subal Chandra Karmakar, by occupation Business, residing at 92, Kanungo Park, Kolkata – 700084, Post Office : Garia, Police Station Patuli, District : South 24-Parganas AND

(3) SRI SOURAV KARMAKAR (PAN : CHJPK 6818 G), son of Late Pintu Karmakar, by occupation Service, residing at Boral, Tripura Sundari Road, Kolkata – 700154, Post Office : Boral, Police Station Narendrapur (previously Sonarpur), District : South 24-Parganas -- all are by religion Hindu and by nationality Indian, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, administrators and legal representatives and assigns) of the FIRST PART.

A N D

‘M/S. SWASTIK CONSTRUCTION’ (PAN AFTFS 8896 M), a Partnership Firm, having it's Office at Laskarpur, Kolkata – 700153, Post Office Laskarpur, Police Station Narendrapur (previously Sonarpur), District South 24 Parganas and being represented by it's Partners namely (1) SRI BHASKAR PAL (PAN : BSLPP 2831 E), son of Late Prahlad Chandra Pal, residing at Laskarpur, Rabindra Nagar, Post Office Laskarpur, Police Station Narendrapur (previously Sonarpur), Kolkata – 700153, District : South 24 Parganas, (2) SRI SANJAY ROY (PAN : AMNPR 8424 J) son of Sri Shanti Roy, residing at Kaitala, Purba Para, Laskarpur, Police Station Narendrapur (previously

Bhaskar Pal



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE
09 FEB 2023

Sonarpur), Post Office Laskarpur, Kolkata 700153, District : South 24 Parganas, (3) SRI BISHU MANNA (PAN : ATBPM 1754 F) son of Late Srikanta Manna, residing at 2, Ballygunge Place East, Police Station Gariahat, Post Office Ballygunge, Kolkata 700019, District South 24 Parganas AND (4) SRI SUBHADIP SARKAR (PAN : GNYPS 5392 J), son of Kartick Chandra Sarkar, and residing at Laskarpur, Ramkrishna Nagar, Post Office Laskarpur, Police Station Narendrapur (previously Sonarpur), Kolkata – 700153, District : South 24 Parganas, -- all are by religion Hindu, by nationality Indian, by occupation Business, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's Partners' respective heirs, executors, successors, administrators and legal representatives and assigns) of the SECOND PART.

WHEREAS the Land Owners have agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said land property more fully and particularly described in the FIRST SCHEDULE, according to the Plan which will be sanctioned by the Competent Authority and as per the following terms and conditions on which both the Parties have mutually agreed.

AND WHEREAS in this agreement unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:-

DEFINITION

- I} The "FIRST PARTY" shall mean and include the OWNERS of the Land Property, which is more fully mentioned under the First Schedule hereunder written and their heirs and successors, representatives, executors.
- II} The "SECOND PARTY" shall mean and include the "DEVELOPER" and its Partners' respective heirs, successors, representatives, executors.
- III} The said "PROPERTY OR LAND" shall mean ALL THAT the piece and parcel of land, 04 (Four) Cottahs, within the District : South 24-Parganas, Police Station

Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at now Garia previously Sonarpur, J.L. No. 59, Mouza Sripur Bagherghole, appertaining to the E.P. No. 958, comprising in C.S. Plot No. 15 (P), presently under the jurisdiction of the Rajpur Sonarpur Municipality Ward No.34, being known and numbered as the Holding No.74, Sripur Bagherghole, Kolkata – 700154, together with all easement rights, benefits, facilities and other advantages attached therein.

IV} “PROPOSED BUILDING” shall mean probably a G + Four storied building / type, as may be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality, which is going to be constructed, on the said premises mentioned above, to be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality.

V} “THE PLAN” shall mean the said Building Plan, to be sanctioned, by the Competent Authority of the Rajpur Sonarpur Municipality, for the purpose of construction of a Multi-Storied Building over the land and shall include any amendments and modifications thereof.

VI} “THE ARCHITECT” shall mean any duly qualified person or persons firm or firms having proper License to undertake construction work to be appointed by the Developer for construction of the said Building in the said premises as per the Building Plan, duly sanctioned by the Rajpur Sonarpur Municipality.

VII} “THE SALEABLE AREA” shall mean the space in the said proposed Building available for independent use and occupation including common portions and or common facilities (i.e. super built-up area).

BUILT – UP AREA shall mean Flat Area (including Partition Wall) along with proportionate share of the Staircase and Stair landing.

SUPER BUILT – UP AREA shall mean Built – Up Area along with common areas and facilities.

VIII} “LAND OWNERS’ ALLOCATION” shall mean the Land Owners / First Parties will be provided out of the proposed (probably a G + Four storied) building, as may be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality, which will be

constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality, i.e.

- A self – sufficient residential Flat, consisting of 02 (Two) Bedrooms, on the Second Floor, (except the staircase portion and other areas, which shall be common to all the Owners);
 - Entire Fourth Floor (except the staircase portion and other areas, which shall be common to all the Owners);
 - A Roof covered Car Parking Space, measuring about 135 (One Hundred and Thirty Five) Sq. Ft., on the Northern (Front) Side of the Ground Floor (except the staircase portion and other areas, which shall be common to all the Owners);
- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities ALONG WITH the common users, facilities, amenities, liabilities and common roof right;

AND

- A lump sum, non – refundable amount of Rs.23,00,000/- (Rupees Twenty Three Lakh), which will be paid by the Developer herein-named to the Land Owners jointly, at or before the time of execution and registration of the instant Agreement.

IX} “DEVELOPER’S ALLOCATION” shall mean the Developer / Second Party will be provided the remaining portion, out of the proposed building, to be constructed, as per the Plan, as may be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality, TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

X} “COMMON PARTS, USERS AND FACILITIES” shall mean and include common passage, common users, staircase – cum – landing, equipment and accessories for common use and enjoyment.

XI} "PROPORTIONATE SHARE" means the share which is agreed to be fixed Owners' and Developer's shares respectively in the land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS one Subal Chandra Karmakar (son of Hare Krishna Karmakar) became the sole and absolute Owner of ALL THAT the piece and parcel of land, 04 (Four) Cottahs, within the District : South 24-Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at now Garia previously Sonarpur, J.L. No. 59, Mouza Sripur Bagherghole, appertaining to the E.P. No. 958, comprising in C.S. Plot No. 15 (P), presently under the jurisdiction of the Rajpur Sonarpur Municipality Ward No.34, being known and numbered as the Holding No.74, Sripur Bagherghole, together with all easement rights, benefits, facilities and other advantages attached therein, by virtue of an Indenture dated 12.04.1993, duly executed by on behalf of the Governor of the State of West Bengal, the Refugee Relief and Rehabilitation Department. The said Deed was duly registered at the Office of the Additional District Registrar at Alipore and recorded in Book No. I, Volume No. 6, from 233 to 236 Pages and being known and numbered as the Deed No. 434, for the year 1993.

On and from the date of getting the said property, the said Subal Chandra Karmakar started to possess and enjoy the same solely and absolutely and without any disturbance and / or hindrance from anybody.

During his such sole, absolute and peaceful possession and enjoyment of the same, the said Subal Chandra Karmakar died intestate on 13.12.2003, leaving behind his :

- wife namely Chhaya Karmakar,
- one son namely Mintu Karmakar
- one daughter namely Rama Ganguly and
- one daughter-in-law (widow of predeceased son) namely Mamata Karmakar and
- one grandson (son of predeceased son) namely Sourav Karmakar ,

-- to succeed and / or inherit the estate and properties, as left by the said Subal Chandra Karmakar.

It is to be mentioned here that one Pintu Karmakar was the son of the said Subal Chandra Karmakar, who died intestate on 24.01.1996, leaving behind his wife Mamata Karmakar and only son Sourav Karmakar, as his legal heirs, to succeed and /or inherit his portion of the property.

Subsequently, the said :

- Chhaya Karmakar died intestate on 17.10.2010 and
- Mamata Karmakar died intestate on 31.03.2017.

Hence, as per the provisions of the Hindu Law of Succession, which is presently in force, the said Sri Mintu Karmakar, Smt. Rama Ganguly and Sri Sourav Karmakar became the joint and absolute Owners of the said property and have started to possess and enjoy the said property jointly and absolutely and without any disturbance and/or hindrance from anybody and subsequently mutated their named in the books and records of the Competent Authority of the Rajpur Sonarpur Municipality and the said property has started to be known and numbered as the Holding No.74, Stripur Bagherghole, Kolkata - 700154 and started to pay the taxes, rents regularly.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Sri Mintu Karmakar, Smt. Rama Ganguly and Sri Sourav Karmakar, being the Land Owners herein-named, executed a Development Agreement on 13.12.2017, with Sri Biswajit Modak (son of Bidhu Bhusan Modak) for the purpose of construction a multi-storied building upon their land property, which has been registered at the Office of the Additional District Sub - Registrar at Garia and recorded in Book No. I, Volume No. 1629-2017, from 130261 to 130290 pages and Being No. 162904826 for the year 2017.

Subsequently, the said Sri Mintu Karmakar, Smt. Rama Ganguly and Sri Sourav Karmakar executed a Development Power of Attorney after Development Agreement on 13.12.2017, to appoint him as their Attorney, to and in favour of the said Sri Mintu Karmakar, Smt. Rama Ganguly and Sri Sourav Karmakar and registered at the office of the Additional District Sub - Registrar at Garia and recorded in Book No. I, Volume No. 1629-

2017, from 130291 to 130309 pages and being known and numbered as the Document No. 162904828 for the year 2017.

Due to various of reasons, the said Development Agreement dated 13.12.2017 has been cancelled by both the Parties, by execution of a Cancellation of Development Agreement dated 09.02.2023, which has been registered at the Office of the District Sub - Registrar III, at Alipore and recorded in Book No. I, Volume No. 1603 - 2023, and Being No. 160301836 = for the year 2023 and also cancelled the said Development Power of Attorney after Development Agreement dated 13.12.2017, by virtue of execution of Cancellation and / or revocation of the Development Power of Attorney after Development Agreement on 09.02.2023 =, which has been registered at the Office of the District Sub - Registrar III, at Alipore and recorded in Book No. = IV =, Volume No. 1603 - 2023, and Being No. 160300077 for the year 2023.

Now, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi - storied building there on their Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named M/S. Swastik Construction, a Partnership Firm, as the Developer, to raise a multi - storied building there on their First Schedule mentioned land property, under some specific terms and conditions.

Finding the project a viable one the said Developer has agreed to take charge of the project, under some settled terms and conditions as mentioned herein.

TITLE ENTITLEMENT AND COVENANTS THEREOF:-

a. The Land Owners do hereby declare that they have absolutely seized and possessed of the said premises, as enumerated under the FIRST SCHEDULE herein, without having any claim, right, title or interest of any person thereto and the said property is absolutely free from all charges, liens, demands, Suits, requisitions/ acquisitions etc. and the Land Owners have good right, title, interest and power to enter into this Agreement with the Developer for the purpose contained in *these presents*.

- b. The Land Owners hereby further undertake that the Developer shall be entitled to construct and complete the proposed building in the said Premises, more fully described in the FIRST SCHEDULE hereunder as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality.
- c. The Land Owners further covenant that there is no excess vacant land within the meaning of Urban land (Ceiling & Regulation) Act. 1976.
- d. The Developer is entering into this Agreement, on the basis of the representation made by the Land Owners that they are the absolute owner of the said property having indefeasible right and title of premises thereunto.

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF:-

- i) After execution and registration of instant Agreement, the Land Owners shall put the Developer into Joint possession with them in the said premises and the Land Owners do hereby authorize the Developer for development and construction of the proposed building for RESIDENTIAL purpose contemplated *these presents* and after completion of the proposed building, as per the Building Plan, to be sanctioned, the Developer will deliver the possession to the Land Owners of their allocation by issuing Letter of Possession more fully stated in THE SECOND SCHEDULE herein below and the Developer will be free from it's obligation after handing over the Owners' Allocation to the Owners.
- ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this property.
- iii) The debris, which will be realized by demolishing the existing structure, will be realized exclusively by the Developer and the Developer will provide only one shifting charge, to the Land Owners herein jointly for their alternative accommodation @ Rs.9,000/- (Rupees Nine Thousand) per month. The Land Owners shall take the possession of their Allocation within 30 (Thirty) days from the date of intimation by the Developer.
- iv) The Developer hereby undertakes to complete the construction of the proposed building in accordance with the Plan, to be sanctioned by the authorities consisting of Flats,

Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers by taking advance from them against respective Agreement for Sale.

v) The Developer undertakes to complete the entire G + Four storied building, as per the Building Plan, to be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality within 24 (Twenty Four) months from the date of the sanction of the Building Plan by the Competent authorities of Rajpur Sonarpur Municipality and a grace period of 06 (Six) months will be granted in case of any unavoidable circumstances.

vi) After completion of construction of the proposed building, the Developer shall entitled to the sale of the Flats, Car Parking, etc., to the intending Purchaser / s out of it's allocation, together with proportionate share in the land of the said premises by virtue of Registered Deed of Conveyance to be executed by the Land Owners herein through the Developer, being his constituted Attorney, in favour of the intending Purchaser / s to be confirmed by the Developer herein. It is to be mentioned here that the Land Owners herein will be under strict obligation to take the delivery of the possession of their Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer.

vii) The Developer shall submit the Building Plan with its modification and / or alteration, if any, to the Rajpur Sonarpur Municipality and / or to the appropriate authority for its modifications or approval in the names of the Land Owners for completing construction of the said proposed building at the said premises expeditiously and without any delay with due consent and prior approval of the Land Owners and the Architect herein and all expenses thereto shall be borne by the Developer. In this context, it is to be mentioned here that if the Land Owners will make any modifications or alteration out of his allocation, after getting the required Building Plan, sanctioned from the Competent Authority of the Rajpur Sonarpur Municipality, then the Land Owners have to bear the expenses for regularization of the same.

viii) The Developer will be under the obligation to raise the construction of the proposed building, as per the Building Plan, to be sanctioned by the Competent Authority of the

Rajpur Sonarpur Municipality, but during the process of construction, if the Developer will make any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of the Rajpur Sonarpur Municipality, at the costs and responsibilities of the Developer and the Developer will remain positively liable to avail the required Completion Certificate from the Competent Authority of the Rajpur Sonarpur Municipality, after completion of the construction of the proposed building.

ix) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the names of the Land Owners PROVIDED always that the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owners, Developer shall make all payments and / or deposits to the appropriate or Concerned Authority.

x) The Land Owners shall render all reasonable assistance to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts deeds matters and things necessary for such purpose.

xi) The Land Owners and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.

xii) Any outstanding payment of rents, rates and taxes etc. along with the responsibility of regularization of the property in respect of the B.L. & L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer before the Competent Authority of the Rajpur Sonarpur Municipality and the Land Owners shall also assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession letter of the Allocation of the Land Owners, the Land Owners will become duty bound to pay the proportionate share of all payables in respect of their allocation.

- xiii) That the Developer shall take all necessary steps to pay all taxes and the outstanding Government Revenue and all other outgoings thereto from the date of handing over possession of the said premises till the date of delivery of the Land Owners' Allocation.
- xiv) The Developer will be at liberty to put it's name anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owners and / or their respective nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.
- xv) That the Land Owners shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF:

- i) After execution of this Agreement the Developer shall construct the said proposed building in workmanship like manner in accordance with the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality with standard building materials and facilities and in conformity with the Building Rules.
- ii) The Developer shall be authorized in the name of the Land Owners in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel, bricks and other materials allocable to the Land Owners for the construction of the proposed building and similarly to apply for and obtain temporary and/ or permanent connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.
- iii) Barring *force majeure* and / or circumstances beyond its control i.e. flood, earthquake, cancellation of plan, delay in availability of building materials under quota, strike, change in Government policies, any legal or other litigation, pandemic, the Developer will complete the construction of the said proposed building in the said premises expeditiously within the period as aforesaid.

iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owners as well as the Developer subject to the further inspection of the concerned authority of the Rajpur Sonarpur Municipality.

v) The Land Owners, after execution of this document, shall regularize the papers and / or documents in respect of the said property before the Competent Authority of the Rajpur Sonarpur Municipality and the Developer shall regularize the papers and documents of B.L. & L.R.O. and shall also have to get the necessary Mutation and Conversion Certificate, but the Land Owners shall have to bear all the expenses and co - operate for the same.

CONSIDERATION AND COVENANTS THEREOF:

i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize their land for construction of the proposed building and for the cost of the construction of the Land Owners' allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owners in occupation in their allocated portion together with proportionate share in the land and the common areas and facilities available in the said proposed Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.

ii) For the part of the Developer's Allocation as aforesaid in the said proposed building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the proposed buyers of the entire saleable area out of their allocation in the proposed building to be constructed by the Developer at it's own costs and / or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, spaces, etc., within his allocated portion to the respective



Purchaser/s of the said flats and spaces and also shall not be entitled to claim any portion thereof.

iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS THEREOF.

- i) After the execution of this Agreement all taxes and other outgoings in respect of the said properties shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of it's allocation.
- ii) As and from the date of handing over the physical possession of the Land Owners' Allocation of the flats, etc. to the Land Owners, the Land Owners shall be responsible to pay and bear all rates, taxes, service charges etc., for the common facilities / portions of their allocated portion in the proposed building proportionately and for flats wholly and for the saleable space, under the Allocation of the Developer, as kept by the Developer, the Developer shall be liable for payment of the same in the above manner.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

The Developer herein on transfer of all the flats to the proposed buyers or to any other occupier shall cause to form a Society, making the Owners and the Occupiers of the flats and all the prospective buyers, members thereof for maintenance and management of the proposed building, common portions thereof etc., and the Land Owners herein shall not object to that.

IT IS FURTHER DECLARED AND AGREED BY AND BETWEEN THE PARTIES HEREIN :

- i) The Developer after examination of all documents, which are produced before them, after searching the title of the Land Owners and being primarily satisfied with the marketable title, has entered into this agreement.
- ii) That the Land Owners and the Developer have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a Partnership between the Developer and the Land Owners nor shall be the Developer and the Owners in any manner constitute as an association of persons and each party shall keep the other indemnified from and against the same.
- iii) After execution of this Agreement, the Developer shall be entitled to enter into agreement for sale of self-contained flats and garage or any portion of the proposed building out of the Developer's allocation except the Owner's allocation, with any prospective buyer or buyers and the Developer shall also be entitled to receive money as advance and/or part payment of the consideration for the sale of any flat or any portion thereof at the Developer's price at it's own risk and responsibility.
- iv) The Developer will be under the obligation to put the Land Owners into the possession of the Allocation of the Land Owners in full complete condition of the building and the Developer is entitled to put any Third Party / Purchaser / s into the possession, in respect of the Developer's Allocation and/or any part thereof or execute and make the same registered any type of Deed of Transfer (including Deed of Sale) to and in favour of any intending Purchaser/s, but during the process of construction, the Developer will become entitled to enter into any Agreement for Sale with any intending Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.
- v) The Land Owners shall at the request of the Developer, execute and register, before the Competent Authority, the required General Power of Attorney, in favour of the Developer, on the strength of which the Developer will become eligible to execute the required Deed or Deeds of Sale of any flat/s or any portion of the said building from the

Developer's allocation to every intending or prospective buyer or buyers, on behalf of the Owners and the Developer shall join the said Deed as Developer / Confirming Party.

vi) The Developer shall have absolute right to sell, lease or utilize the entire portion of the said proposed building except the Owners' allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the THIRD SCHEDULE only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for his transfers and/or assignments.

vii) The Land Owners shall not claim any part of the consideration as may be mentioned in the proposed Deed of Sale in respect of the Developer's allocation to be executed by the Land Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.

viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owners, through their constituted Attorney, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under any circumstances as income of the Land Owners and the Land Owners shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owners and/or their constituted Attorney shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only.

ix) The Developer shall not be entitled to claim any money from the Land Owners for the construction of the said building and also for Land Owners' allocation.

x) The Land Owners do hereby authorize and fully empower the Developer to prepare and to do all acts, deeds and things which will be necessary to be done by the Land Owners for construction of the building, upon the land described in the FIRST SCHEDULE hereunder written pursuant to this Agreement only and in that respect the LAND OWNERS shall execute and register the necessary General Power of Attorney in favour of the Developer to do all the acts, deeds and things in respect of her disposal and execution

of the Deeds by the Developer for and on behalf of the Owners as their Attorney, but the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.

xi) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate *in consensus*, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996. It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the Parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

xii) In case of natural calamity or change of the law or any unforeseen circumstances, not for any act or negligence arising out of the works of the Developer, if the construction of the building will not be completed within the stipulated time or the construction is delayed the time will be extended by the parties on mutually agreed terms as aforesaid.

xiii) The Land Owners shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan to be sanctioned by the Rajpur Sonarpur Municipality and render all possible co-operations but the Land Owners shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the Agreement, the Land Owners will become entitled to take necessary action for the same.

xiv) It is hereby agreed that the Developer is are under the obligation to pay up-to-date all the dues and arrears, in respect of the property along with that the Developer shall also pay all rent, rates and taxes to the Concerned Authorities after taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owners the liability of paying all kinds of

rates and/or taxes and/or other outgoing liabilities in respect of the said proposed building will proportionately devolve upon the respective Owner/s. In the process if the Developer pays any excess amount to Rajpur Sonarpur Municipality and/or any other Authority and/or Authorities concerned in course of construction of building on the said property in the name of the Land Owners, then the Developer shall be entitled to have the amount refunded by it's own name and to enable that the Land Owners or their appointed or nominated person/s will stand ready to execute any legal document and/or documents and/or to act without raising any objection or requisition.

xv) The Land Owners do hereby give license and permission to the Developer and/or it's representative/s, to enter upon the said property described in the Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.

xvi) The Land Owners or their appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by the Rajpur Sonarpur Municipality or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and he shall hereby indemnify and keep indemnified the Land Owners from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owners.

xvii) If necessary, the Land Owners or their nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the responsibility of the Developer to file application and/or applications with the Concerned Authorities and

pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.

xviii) The Land Owners have not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other Firm or company other than this Developer and that they have not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.

xix) The Land Owners have not done any act, deed, matter or thing whereby or by reason whereof, the Development of the said property may be prevented or affected in any manner whatsoever.

xx) The Land Owners have not received any notice from the Government nor from any local body or authority or body nor have any type of notice been served upon any of them.

xxi) Each and every document about or involving the said property will be prepared by the Advocate for the Developer and approved by the Land Owners themselves or their Attorney or their Advocate. Each and every part of this Agreement should bear their respective Advocates' fees from their respective pocket / fund.

xxii) Simultaneously with the execution of this Agreement the Land Owners shall deliver all the original documents relating to the right, title, interest and possession of their in the said property and the Developer will grant proper receipt to that effect and the Land Owners undertake to hand-over all such other original documents to the Developer. It is assured by the Land Owners that they will give marketable title to the said property relating to the Schedule below and in the event of any disputes over such property the Land Owners will resolve and settle the same at their own cost and expenses but if required the Developer will co-operate the Land Owners keeping themselves within the jurisdiction of Law.

xxiii) The Developer and it's men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its

allotted portion and also by publication in the paper. And the Land Owners will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.

xxiv) The Land Owners further undertake to execute a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement or afterwards when required conferring authority to dispose of the Developer's allocated portion in the said building by executing and registering Deeds of Sale in favour of intending buyers.

xxv) The amount realized by the sale proceeds of the Developer's allocation along with the proportionate land interest and common rights and facilities will be considered as consideration money and will get adjusted against the cost of construction of the building and also remuneration for preparation of plans, costs and fees for sanction of the same and other miscellaneous expenses incurred by the Developer.

xxvi) In case of death of any of the Parties under this Agreement, the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfill the terms and conditions set-forth in the instant Agreement.

xxvii) The Developer shall indemnify and keep indemnified the Land Owners against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owners arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.

xxviii) The Developer shall be entitled to enter into separate contracts in its own name with building contractors, architect and others for carrying out the said constructional work at his own risk and costs.

xxix) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances, the Land Owners shall not have any liability.

xxx) If during the mid-way of construction, the work of construction is stopped, by the Land Owners illegally or the Agreement is cancelled by the Land Owners illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim

for his investment, charges for labour, set-up, ideas and profit in addition with the interest on investment and damages also along with the non – refundable amount which has been paid till date by the Developer to the Land Owners herein and then the Land Owners will stand liable to reimburse the same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owners may cancel the Agreement and then the Developer will remain entitled to get refund of their investments etc. as mentioned above and to release the Project.

xxxi) If any Supplementary Agreement will be executed subsequently (in connection with this Agreement or with this Project) then that must be considered as the part and parcel of the instant Agreement.

xxxii) The Courts of the District : South 24-Parganas, Alipore have the territorial jurisdiction over the said property and shall have the jurisdiction in all matters relation to or arising out of this Development Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND PROPERTY)

ALL THAT the piece and parcel of land, measuring about 04 (Four) Cottahs, within the District : South 24-Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at now Garia previously Sonarpur, J.L. No. 59, Mouza Sripur Bagherghole, appertaining to the E.P. No. 958, comprising in C.S. Plot No. 15 (P), presently under the jurisdiction of the Rajpur Sonarpur Municipality Ward No.34, being known and numbered as the Holding No.74, Sripur Bagherghole, Kolkata - 700154, together with all easement rights, benefits, facilities and other advantages attached therein.

The property is butted and bounded by:

ON THE NORTH	: LOP No.855;
ON THE SOUTH	: LOP No.859;
ON THE EAST	: 24' Wide Road;
ON THE WEST	: LOP No.857.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE LAND OWNERS' ALLOCATION)

The LAND OWNERS' ALLOCATION" shall mean the Land Owners / First Parties will be provided out of the proposed (probably a G + Four storied) building, as may be sanctioned by the Competent Authority of the Rajpur Sonarpur Municipality, which will be constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality, i.e.

- A self – sufficient residential Flat, consisting of 02 (Two) Bedrooms, on the Second Floor, (except the staircase portion and other areas, which shall be common to all the Owners);
 - Entire Fourth Floor (except the staircase portion and other areas, which shall be common to all the Owners);
 - A Roof covered Car Parking Space, measuring about 135 (One Hundred and Thirty Five) Sq. Ft., on the Northern (Front) Side of the Ground Floor (except the staircase portion and other areas, which shall be common to all the Owners);
- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities ALONG WITH the common users, facilities, amenities, liabilities and common roof right;

AND

A lump sum, non – refundable amount of Rs.23,00,000/- (Rupees Twenty Three Lakh), which will be paid by the Developer herein-named to the Land Owners jointly, at or before the time of execution and registration of the instant Agreement.

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

The "DEVELOPER'S ALLOCATION" shall mean the Developer will be provided the remaining portion, out of the proposed (probably a G + Four storied) building, which will be constructed, as per the Building Plan, to be sanctioned by the Rajpur Sonarpur Municipality TOGETHER WITH the undivided, indivisible, proportionate share of the

land underneath the said building and common areas and facilities to be constructed
ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE COMMON AREAS)

1. Boundary walls, parapet walls, common drain, sewerage system, roof and common spaces.
2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Room for Pump motor
6. Main entrance gate from public road to the said proposed building.
7. Entrance passage of the building to be the common entrance from Public Road to proposed building.
8. Water connection pipe lines.
9. Common egress and ingress to the other parts of the said proposed building.
10. Lift, Lift Lobby, Lift Room, Lift Well, Lift Machine Room.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(GENERAL SPECIFICATION)

1. (A) Main R.C.C. structure will be designed by eminent Engineer/ L.B.S. and quality I.S.I, marked cement and steel will be used. All outside brick work will be either 8" or 5" as per requirement of the elevation.
2. Doors: All door opening will be made as sanction plan and frame will be Wooden. All shutters will be made both side commercial ply flash doors of required thickness.
3. Plaster: All walls shall be plastered with 1:6 cement mortar, ceiling with 1:4 cement mortar.
4. Flooring: Rooms are of Vitrified Tiles and skirting up to 0.1 mt. height.

5. Stair: Stairs are of marble flooring & skirting up to 0.1 mt. height.
6. Toilet: Tiles will be provided. Wall tiles (Glazed) will be provided upto the height of 06 Feet from the flooring.
7. Kitchen: Cooking Platforms-Black Stone, steel sink and glazed tiles on wall up to 3'-0" above counter level, glazed tiles on floor & skirting up to 0.1 mt. height.
8. Windows: All windows will be of Aluminum sliding window with grill and all windows opening will be made as per sanction plan as per choice of L.B.S.
9. Paints: Walls-plaster of paris / Putty in bed rooms, D/D room, balcony, kitchen and toilet.
10. External Wall: The entire building shall be painted with Snowcem.
11. Door: Synthetic enamel paint over a coat of primer and Main door will be finished one side polished.
12. Electrical: Concealed wiring (copper wire).

Bed room: Two light points, one fan point, one 5 amp plug point.

Drawing / Dining / Living: Three light points, one fan point, one 5 amp. Plug point.

Kitchen and toilet: One light point in each room, one 15 amp plug point either at kitchen or at toilet and one point for exhaust fan in kitchen.

Balcony: one light point and one Fan point.

Personal meters: Total cost will be paid by the flat owner as required.

The responsibility for installation of the main / common Electric Meter will be with the Developer i.e. the Second party herein but, the cost of the same shall be proportionately share / borne by the Occupiers / purchasers / Land Owners proportionately.

13. Sanitary & Plumbing fittings: Kitchen- one sink with bib cock. Toilet Commode with low down P.V.C. cistern, two bib cocks, one shower and one wash basin of matching size(white). W.C. – one commode with P.V.C. cistern, two bib cocks.

14. Roof / Open Terrace: i) Over the R.C.C. roof slab concrete screening compound and net cement finish on top.

ii) 0.9 meters height parapet wall plastered and painted on both sides shall be provided all around the roof slab.

15. Water Supply: i) Overhead reservoir will be provided at top as per design.
ii) Suitable electric pump will be installed for replenishment of Overhead Water Tank for round the clock water supply.
16. Sewerage & drainage: Septic tank of suitable size, outlets from toilets shall be provided wherever necessary.
17. Extra work: In addition to the above items if one wants to provide additional item or wants to change the specifications of any item be allowed after getting the permission from the consulting engineer if he/she fulfils the following. An estimate for the additional work or the changed item shall be supplied by the builder the clients has to pay the total amount in advance to carry out these additional changed items and a separate agreement will be made on due course.
18. Compound: Compound will be paved required and shall be bound by boundary wall.
19. Common facilities: The building will have overhead water tank, pump and underground water reservoir of required capacity, common stair case with light point, septic tank etc. excluding the total car parking space, Roof / Open Terrace.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1) Rupa Gupta
Advocate
Alipore Criminal Court,
Kolkata 700027.

Rama Garguly

Soumar Karmakar

oriente Karmakar

SIGNATURE OF THE LAND OWNERS

SWASTIK CONSTRUCTION

Bishu Manna.

Partner

(2) Shamim Mondal
Alipore, police court
Kol-700027

SWASTIK CONSTRUCTION

Subhodip Sanjivan
Partner

SWASTIK CONSTRUCTION

Sanjoy Roy

Partner

SWASTIK CONSTRUCTION

Bhaskar Pal

Partner

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:



Advocate

Alipore Judges' Court,
Kolkata- 700027.

B-118 of 1550/2009

RECEIPT

RECEIVED from the Developer a sum of Rs. 23,00,000/- (Rupees Twenty Three Lakh) only, as per the Memo below:-

MEMO

- Paid by Cheque, being no. 163376, dated 18.01.2023,
Drawn on State Bank of India, Boral Main Road,
Garia Branch. ... Rs. 5,00,000/-
- Paid by Cheque, being no. 163377, dated 18.01.2023,
Drawn on State Bank of India, Boral Main Road,
Garia Branch. ... Rs. 5,00,000/-
- Paid by Cheque, being no. 163378, dated 18.01.2023,
Drawn on State Bank of India, Boral Main Road,
Garia Branch. ... Rs. 4,00,000/-
- Paid by Cheque, being no. 163379, dated 24.01.2023,
Drawn on State Bank of India, Boral Main Road,
Garia Branch. ... Rs. 1,00,000/-
- Paid by Cheque, being no. 163380, dated 24.01.2023,
Drawn on State Bank of India, Boral Main Road,
Garia Branch. ... Rs. 1,00,000/-

Omendra Kumar

Rama Garguly

Suman Karmakar

- Paid by Cheque, being no. 163382, dated 24.01.2023,
Drawn on State Bank of India, Boral Main Road,
Garia Branch.

... Rs. 1,70,000/-

- Paid by Cash.

... Rs. 30,000/-

- Paid by Cheque being No. 163384, dated
08.02.2023, drawn on State Bank of India,
Boral Branch.

... Rs. 4,50,000/-

- Paid by cheque being No. 163383, dated 08.02.2023,
drawn on State Bank of India Boral Branch

... Rs. 50,000/-

Total

... Rs. 23,00,000/-

(Rupees Twenty Three Lakh) only.

WITNESSES:

1) Ruja Gupta

Advocate

Alipore Criminal Court,
Kolkata 700028.

Rama Ganguly

Soumen Karmakar
oreita Karmakar

SIGNATURE OF THE LAND OWNERS

2) Shamim Mondal
Alipore, police Court
KOL- 700027

Bhaskar Paul



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - MINTU KARMAKAR

SIGNATURE.....*Mintu Karmakar*.....



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - RAMA GANGULY

SIGNATURE.....*Rama Ganguly*.....



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME - SOURAV KARMAKAR

SIGNATURE...*Sourav Karmakar*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME - BHASKAR PAL

SIGNATURE...*Bhaskar Pal*

Sanjay Roy



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - SANJAY ROY

SIGNATURE Sanjay Roy

Bishu Manna



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Finger					

NAME - BISHU MANNA

SIGNATURE Bishu Manna



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME – SUBHADIP SARKAR

SIGNATURE...

Major Information of the Deed

Deed No :	I-1603-01882/2023	Date of Registration	09/02/2023
Query No / Year	1603-2000299224/2023	Office where deed is registered	
Query Date	04/02/2023 8:12:28 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	TAPAJIT ROY ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8981114954, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 23,00,000/-]		
Set Forth value	Market Value		
Rs. 1,25,000/-	Rs. 43,83,004/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 23,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

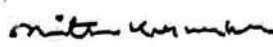
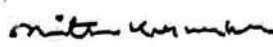
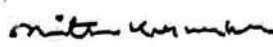
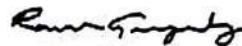
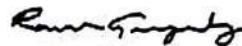
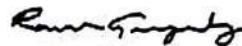
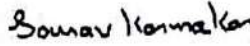
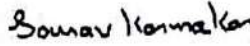
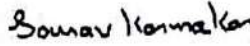
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sreepur Bagherghole, Mouza: Sripur Bagharhole, , Ward No: 34, Holding No:74 JI No: 59, Pin Code : 700154

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-15 (RS :-)	LR-958	Bastu Bastu	4 Katha	1,00,000/-	43,56,004/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
Grand Total :				6.6Dec	1,00,000 /-	43,56,004 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	25,000/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	25,000 /-	27,000 /-	

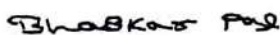
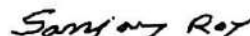
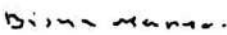
Land Lord Details :

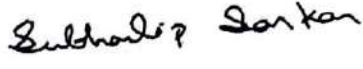
Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr MINTU KARMAKAR Son of Late SUBAL KARMAKAR Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>09/02/2023</td> <td></td> <td>LTI 09/02/2023</td> <td>09/02/2023</td> </tr> </tbody> </table> BORAL TRIPURA SUNDARI ROAD, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AGxxxxxx6C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mr MINTU KARMAKAR Son of Late SUBAL KARMAKAR Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office				09/02/2023		LTI 09/02/2023	09/02/2023
Name	Photo	Finger Print	Signature										
Mr MINTU KARMAKAR Son of Late SUBAL KARMAKAR Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office													
09/02/2023		LTI 09/02/2023	09/02/2023										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs RAMA GANGULY Wife of Mr CHANCHAL GANGULY Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>09/02/2023</td> <td></td> <td>LTI 09/02/2023</td> <td>09/02/2023</td> </tr> </tbody> </table> 92 KANUNGO PARK, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AHxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mrs RAMA GANGULY Wife of Mr CHANCHAL GANGULY Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office				09/02/2023		LTI 09/02/2023	09/02/2023
Name	Photo	Finger Print	Signature										
Mrs RAMA GANGULY Wife of Mr CHANCHAL GANGULY Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office													
09/02/2023		LTI 09/02/2023	09/02/2023										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SOURAV KARMAKAR Son of Mr PINTU KARMAKAR Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>09/02/2023</td> <td></td> <td>LTI 09/02/2023</td> <td>09/02/2023</td> </tr> </tbody> </table> BORAL TRIPURA SUNDARI ROAD, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: CHxxxxxx8G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Mr SOURAV KARMAKAR Son of Mr PINTU KARMAKAR Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office				09/02/2023		LTI 09/02/2023	09/02/2023
Name	Photo	Finger Print	Signature										
Mr SOURAV KARMAKAR Son of Mr PINTU KARMAKAR Executed by: Self, Date of Execution: 09/02/2023 , Admitted by: Self, Date of Admission: 09/02/2023 ,Place : Office													
09/02/2023		LTI 09/02/2023	09/02/2023										

Developer Details :

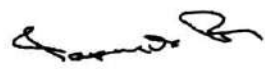
SI No	Name,Address,Photo,Finger print and Signature
1	SWASTIK CONSTRUCTION LASKARPUR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 , PAN No.: AExxxxxx6M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BHASKAR PAL (Presentant) Son of Late PRAHLAD CHANDRA PAL Date of Execution - 09/02/2023, , Admitted by: Self, Date of Admission: 09/02/2023, Place of Admission of Execution: Office	 Feb 9 2023 2:06PM	 LTI 09/02/2023	 09/02/2023
	LASKARPUR RABINDRA NAGAR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BSxxxxxx1E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWASTIK CONSTRUCTION (as PARTNER)			
2	Name	Photo	Finger Print	Signature
	Mr SANJAY ROY Son of Mr SHANTI ROY Date of Execution - 09/02/2023, , Admitted by: Self, Date of Admission: 09/02/2023, Place of Admission of Execution: Office	 Feb 9 2023 2:08PM	 LTI 09/02/2023	 09/02/2023
	KALITALA PURBA PARA LASKARPUR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMxxxxxx4J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWASTIK CONSTRUCTION (as PARTNER)			
3	Name	Photo	Finger Print	Signature
	Mr BISHU MANNA Son of Mr SRIKANTA MANNA Date of Execution - 09/02/2023, , Admitted by: Self, Date of Admission: 09/02/2023, Place of Admission of Execution: Office	 Feb 9 2023 2:07PM	 LTI 09/02/2023	 09/02/2023
	2 BALLYGUNGE PLACE EAST, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ATxxxxxx4F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWASTIK CONSTRUCTION (as PARTNER)			

Name	Photo	Finger Print	Signature
Mr SUBHADIP SARKAR Son of Mr KARTICK CHANDRA SARKAR Date of Execution - 09/02/2023, , Admitted by: Self, Date of Admission: 09/02/2023, Place of Admission of Execution: Office	 Feb 9 2023 2:34PM	 LTI 09/02/2023	 09/02/2023
LASKARPUR, RAMKRISHNA NAGAR, City:- Not Specified, P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: GNxxxxxx2J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWASTIK CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TAPAJIT ROY Son of Mr PRATAP ROY ALIPORE JUDGES COURT, KOLKATA, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 09/02/2023	 09/02/2023	 09/02/2023
Identifier Of Mr MINTU KARMAKAR, Mrs RAMA GANGULY, Mr SOURAV KARMAKAR, Mr BHASKAR PAL, Mr SANJAY ROY, Mr BISHU MANNA, Mr SUBHADIP SARKAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr MINTU KARMAKAR	SWASTIK CONSTRUCTION-2.2 Dec
2	Mrs RAMA GANGULY	SWASTIK CONSTRUCTION-2.2 Dec
3	Mr SOURAV KARMAKAR	SWASTIK CONSTRUCTION-2.2 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr MINTU KARMAKAR	SWASTIK CONSTRUCTION-33.33333333 Sq Ft
2	Mrs RAMA GANGULY	SWASTIK CONSTRUCTION-33.33333333 Sq Ft
3	Mr SOURAV KARMAKAR	SWASTIK CONSTRUCTION-33.33333333 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Sreepur Bagherghole, Mouza: Sripur Bagharghole, , Ward No: 34, Holding No:74 JI No: 59, Pin Code : 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 15, LR Khatian No:- 958		Seller is not the recorded Owner as per Applicant.

On 09-02-2023

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.

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

Presented for registration at 11:40 hrs on 09-02-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr BHASKAR PAL .

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 43,83,004/-

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

Execution is admitted on 09/02/2023 by 1. Mr MINTU KARMAKAR, Son of Late SUBAL KARMAKAR, BORAL TRIPURA SUNDARI ROAD, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business, 2. Mrs RAMA GANGULY, Wife of Mr CHANCHAL GANGULY, 92 KANUNGO PARK, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Mr SOURAV KARMAKAR, Son of Mr PINTU KARMAKAR, BORAL TRIPURA SUNDARI ROAD, P.O: BORAL, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Service

Indetified by Mr TAPAJIT ROY, , , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-02-2023 by Mr SUBHADIP SARKAR, PARTNER, SWASTIK CONSTRUCTION (Partnership Firm), LASKARPUR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mr TAPAJIT ROY, , , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-02-2023 by Mr BHASKAR PAL, PARTNER, SWASTIK CONSTRUCTION (Partnership Firm), LASKARPUR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mr TAPAJIT ROY, , , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-02-2023 by Mr SANJAY ROY, PARTNER, SWASTIK CONSTRUCTION (Partnership Firm), LASKARPUR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mr TAPAJIT ROY, , , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-02-2023 by Mr BISHU MANNA, PARTNER, SWASTIK CONSTRUCTION (Partnership Firm), LASKARPUR, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mr TAPAJIT ROY, , , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 23,053.00/- (B = Rs 23,000.00/- ,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 23,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/02/2023 5:08PM with Govt. Ref. No: 192022230287264428 on 08-02-2023, Amount Rs: 23,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9856042693825 on 08-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 62789, Amount: Rs.1,000.00/-, Date of Purchase: 30/01/2023, Vendor name: S B Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 08/02/2023 5:08PM with Govt. Ref. No: 192022230287264428 on 08-02-2023, Amount Rs: 6,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9856042693825 on 08-02-2023, 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 64215 to 64254
being No 160301882 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.02.10 12:54:40 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/02/10 12:54:40 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DEVELOPMENT AGREEMENT

DATED

09TH DAY OF FEBRUARY, 2023.

REGISTERED AT

THE OFFICE OF THE DISTRICT SUB REGISTRAR - III, AT ALIPORE.

RECORDED IN

BOOK NO. I

VOLUME NO. 1603 - 2023

PAGES FROM 64215 TO 64254

BEING NO. 160301882 FOR THE YEAR 2023.

BY

SRI MINTU KARMAKAR AND OTHERS.

... LAND OWNERS.

AND

M/S. SWASTIK CONSTRUCTION.

... DEVELOPER.