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Additional District Sub-Registrar Rajarhat New town, North 24-Pgs.

A 8 DEC 2021

# DEVELOPMENT AGREEMENT

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Abbitional District Sur-Registral Salarhat New Tewn, North 24-Pgs.

Q 8 DEC 2021

SRI SOUMITRA ROY son of Hasyapada Roy, (Pan No. APNPR7839E), Aadhar No.2035 2388 2962, Mob No. 9883948106, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Bagu, P.O - Bagu, P.S – Rajarhat, North 24 Parganas, Kolkata – 700 135, hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the ONE PART.

#### AND

SUN SHINE REALTORS (Pan No. AEJFS5747P), a Partnership firm having its office at "DELO APARTMENT" Kalibari Complex, Bhatenda, Rajarhat, P.O & P.S - Rajarhat, Kolkata - 700 135, represented by its Partners (1) MRS BAISHALI RAHA wife of Sudipta Raha, (Pan No. BFSPR3189B), Aadhar No. 5785 8268 6462, , by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at BF-7, Jyangra Ghosh Para, Rajarhat Gopalpur(m), Jyangra, North 24 Parganas, P.S - Baguiati, West Bengal, Kolkata - 700 059, (2) MR PARAJ BARMAN son of Sri Pankaj Kumar Barman, (Pan No. APRPB6501M), Aadhar No. 6662 4771 5830, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 39, Chinar Park, Rajarhat Road, New Town, P.O – Hatiara, P.S – Baguiati, Kokata – 700 157, hereinafter called and referred to as the "DEVELOPERS/ PROMOTERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives, assigns, nominee or nominees) of the OTHER PART.

# Recitals & Background of the Premises ;

1.1 Ownership of Soumitra Roy: said Soumitra Roy is the recorded owner of ALL THAT the piece and parcel of vacant "Bastu" land containing by admeasuring an area of 5 Decimal more or less equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in R.S/L.R Dag No. 347, C.S Khtian No. 235, R.S Khatian No. 195, L.R Khatian No.2234 lying and situate at Mouza-Bhatenda, J.LNo. 28, Re.Se No. 50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist — 24Parganas (North), Kolkata — 700 135, by way Deed of Conveyance (in Bengali) duly registered on 24/06/1999 at the office of the A.D.S.R Bidhannagar(Salt Lake City), recorded in Book No.I, Volume No. 49,

pages from 133 to 140, being No. 1968 for the year 1999. After purchasing the same recorded her name at B.L and L.R.O office under separate **L.R Khatian No.2234** and has been enjoying and possessing the same with good right and full and absolute power of ownership and has every right to transfer the same or any part to anybody by any way or to develop the same by themselves or by entering into any Development agreement.

- 1.2 Project property: ALL THAT the piece and parcel vacant "Bastu" land containing by admeasuring an area of 5 Decimal more or less equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in R.S/L.R Dag No. 347, C.S Khtian No. 235, R.S Khatian No. 195, L.R Khatian No.2234 lying and situate at Mouza-Bhatenda, J.LNo. 28, Re.Se No. 50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist 24Parganas (North), Kolkata 700 135.
- 1.3 Development Agreement by & between the parties herein: said Soumitra Roy present owner herein due to her busy schedule and lack of time are not able to develop the above mentioned plot of land, hence they have decided to enter in the present Development Agreement together with the Developer herein with a proposal to take the consideration in cash as an advance money which is refundable after handing over the owner allocation a sum of Rs. 5,000/- (Rupees five thousand) only shall be paid at the time execution of this agreement and in kind 37% of built up area of the total construction of the proposed building in habitable condition and for the smooth running of the said project, they has agreed to execute the Development Agreement, and a registered Development Power of Attorney of which the owner herein has appointed and nominated the said Sun Shine Realtors Developer herein as their constituted Attorney and to avoid future contradiction and confrontation the owner has agreed to execute this preparatory agreement with proper notification of the allocation shared between the owner and Developer as mutually agreed upon and the owner herein agreed to develop the aforesaid building on the following terms and
- 1.4 Registered Development Power of Attorney: For the smooth running of the said project, the said SOUMITRA ROY, agreed to execute a registered Development Power of Attorney, by which the Landowner herein shall appoint and nominate present Developer herein as her Constituted Attorney.

# 2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:-

#### **ARTICLE - I, DEFINITION**

#### 2.1 BUILDING

Shall mean multi-storied building so to be constructed according to plan to be sanctioned by the Developer herein under Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad and so to be constructed on the plot of vacant "Bastu" land containing by admeasuring an area of **5 Decimal more or less** equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in **R.S/L.R Dag No. 347, C.S Khtian No. 235, R.S Khatian No. 195, L.R Khatian No.2234** lying and situate at Mouza- Bhatenda, J.LNo. 28, Re.Se No. 50, Touzi No. 2998, P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist — 24Parganas (North), Kolkata — 700 135, More fully and particularly described in the First Schedule written hereunder and the said building hereinafter referred to as the "SAID BUILDING".

#### 2.2 **COMMON FACILITIES AND AMINITIES**:

Shall mean entrance of the building, staircase, overhead water tank, water pump, lift, and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

#### 2.3 SALEBLE SPACE:

Shall mean the space within the building which is to be available as a unit / flat for independent use and occupation.

#### 2.4 **LANDOWNER'S ALLOCATION:**

Shall mean 37% of built up area of the total construction of the proposed building so to be constructed in accordance with the plan to be sanctioned by the Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad and to be delivered free of cost to the Land Owner by the Developer as consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the developer/promoter and more fully described in the Second Schedule written herein below.

## 2.5 **DEVELOPER/PROMOTER'S ALLOCATION:**

Shall mean all the constructed area of the proposed multi-storied building (excluding Owner's allocation), including the proportionate share of common facilities, common facilities, common parts and common amenities of the building which is more fully described in Third Schedule written herein below.

#### 2.6 ARCHITECT:

Shall mean such person or persons being appointed by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.

#### 2.7 BUILDING PLAN:

Shall mean such plan for the construction of the multi-storied building to be sanctioned by the Developer herein at their own cost under Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad in the name of the Land Owner hereof for construction of the building, including its modification and amenities and alteration if made at the cost and expenses of the developer and the developer shall bear and pay all such charges for the sanction of the building plan as shall be required by the competent authority.

# ARTICLE - II COMMENCEMENT

3.1 This Agreement shall be deeped to have been commenced on and with effect from day of Deep 2021.

# ARTICLE - III, LANDOWNER'S RIGHT & REPORESENTATION

4.1 Rightful legal possession: The Land Owner is now seized and possessed of and /or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.

Paraj Barna

4.2 **Free from Encumbrances:** The said land premise is free from all encumbrances and the Land Owner has marketable title in respect of the said premises.

# ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

- 5.1 **Authority of Developer:** The Developers /Promoters shall have authority to deal with the property in terms the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.
- 5.2 **Legal right of Construction:** The Owner hereby grant permission, subject to what has been hereunder provided, exclusive right to the Promoters/Developers to build new building upon the said premises in accordance with the plan to be sanctioned by Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad in the name of the Owner with or without any amendment and /or modification thereto made or caused to be made by the parties thereto.
- 5.3 **Booking & Agreement for sale**: Booking from intending purchaser for Promoter/Developer's allocation will be taken by the Promoters/Developers and the agreement with the intending purchaser will signed in his own name on behalf of the owner as a Registered Power of Attorney Holder.
- 5.4 Selling Rate: The selling rate of the Developer/Promoter's allocation will be fixed by the Promoter Developer without any permission or consultation with the Owner. The profit & loss, earned from the project will be entirely received or borne by the Promoter/Developer.
- 5.5 **Legal power of Developer**: Promoter/Developer is empowered to collect consideration money from the sale of promoter's allocation from the intending purchaser and issue money receipt in his own name. And more over take advance and full and final consideration from the intending Purchasers for Developer's allocation only.

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- 5.6 Delivery of Possession: That On completion of the proposed multistoried building when the flats are ready for giving possession the Developer will first put the land lord in its allocation and then the intending purchaser's possession will be delivered provided Developer can enter into agreement for sale with intending purchaser/s. The possession letter will be signed by the Developer /Promoter as the representatives of Sun Shine Realtors and Power of Attorney holder of the owner. The Deed of Conveyance will be signed by the Developer /Promoter on behalf of and as representative and registered Power of Attorney Holder of the owner and the owner.
- 5.7 Construction cost: All construction cost will be borne by the Promoter/Developer. No liability on account of construction cost will be changed from Owner's allocation.
- 5.8 Authority of signature: All applications, plans and other papers and documents that may be required by the Promoters/Developers for the purpose of obtaining necessary sanction from the Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad shall be prepared and submitted by the Promoters/Developers on behalf of the Owner and the Owner shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the Developers/Promoters. The Developer will hand over a duplicate copy of the sanctioned building plan to the land owner herein.
- 5.9 Sale proceeds of Developer's allocation: That the Developers shall carry total construction work of the present building at his own costs and will take the sale proceeds of Developer's Allocation exclusively.

# ARTICLE - V. CONSIDERATION

6.1 The Promoter have agreed sould the said proposed building at his own cost and expenses and expenses and Owner shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises.

- 6.2 In consideration of the Owner having agreed to grant exclusive right for developing the said premises as herein provided by the owner as mentioned herein.
- 6.3 Apart from the aforesaid consideration, which has already been made by the Developer/Promoters to the Owner, the promoter has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this development agreement and such consideration for all practical purpose will be deemed to be apparent consideration which area as follows:-
- (a) Space allocation to the Owner.
- (b) Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.
- © Cost, charge and expenses incurred for installation of Engineer if any and also sewerage, drainage and other connection.
- (d) Fees payable to Architect and the Engineers as also fees payable to the Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (e) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.
- (f) Cost of supervision of construction of the Owner's allocation of the said premises.
- 6.4 The Owner having agreed to grant exclusive right for developing the said premises in term of these presents the Developer have agreed, undertaken to build the said building at his own cost and expenses and the Owner shall not be required to contribute any sum towards construction of the said building and or development of the land. It is

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hereby made clear that the developer shall after completion of the construction of the said building in all respect deliver the possession of the Owner's allocation as provided first thereafter the Developer will sell the Developer's allocation but the Developer have right to execute the registered sale agreement of the Developer's allocation to any Purchaser

#### ARTICLE - VI, PROCEDURE

7.1 The Owner shall grant to the developer Registered Development Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Rajarhat Bishnupur-I Gram Panchayat / Zila Parishad and other authorities.

#### <u>ARTICLE - VII, DEALING OF SPACE IN THE BUILDING</u>

- 8.1 The Developer shall on completion of the new building put the Owner in undisputed possession of the Owner's allocation together with all right of the common facilities and amenities as mentioned earlier.
- 8.2 The Owner shall be entitled to transfer or otherwise deal with Owner's allocation in the building and the Developer shall not any way interfere or disturb with peaceful possession of the Owner's Allocation.
- 8.3 The Developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Owner and the Owner shall not in any interfere with or disturb the queet and peaceful possession of the Developer's Allocation.

# ARTICLE - VIII SPACE ALLOCATION

9.1 On completion of the proposed building the Owner agree to sign, execute and register at the cost of the promoter or intending buyer all such agreements, documents, installments and writing as may be necessary and expedient for the purpose of transfer or sale of the Developer's Allocation.

#### ARTICLE - IX, POWER AND PROCEDURE

10. The Land Owner are executing Registered Development Power of Attorney up to the period of completion of the project in writing in favour of the Developer/Promoter including power of preparing and executing and signing and also presenting for registration of deed of conveyance for Developer's Allocation.

#### **ARTICLE - X, NEW BUILDING**

- 11.1 **Construction cost**: The Promoter shall at their own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time.
- 11.2 Installation of common amenities: The promoter shall install, erect in the building at promoter's own cost expanses electrification, permanent electric connection from the W.B.S.C and until permanent electric connection will be obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein Ownership basis and as mutually agreed upon.
- 11.3 Fees payable to Architect: All cost, charges and expenses including Architect's fees shall be discharged and paid by the promoter and the Owner shall bear no responsibility in this context.
- 11.4 Municipal and other Taxes: The Owner shall pay and clear up all the arrears on account of municipal taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the Owner shall not pay any taxes and municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the promoter from the date of execution of these presents till the date of handing over landlord's allocation.

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## **ARTICLE - XI, COMMON FACILITIES**

- 12.1 The Promoter shall pay and bear all property, taxes and other dues and outgoing in respect of the said premises according to dues as and from the date of execution of this agreement.
- 12.2 The Owner and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.
- 12.3 As and from the date of service of notice of possession, the owner shall also be responsible to pay and bear and shall pay to the Developer the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways and other common facilities and other common facilities whatsoever as may be mutually agreed from time to time.
  - 12.4 The Owner shall not do any act, deed or things whereby the Developer may be prevented from construction and completion of the said building. The time factor will be countable regarding any unforeseen reason beyond the control of the developer.

#### **ARTICLE - XII, COMMON RESTRICTION**

- 13.1 The Owner hereby agrees and covenant with the developer not to cause any interference in the construction of the propose building for the benefits of all occupiers of the building which shall include as following:
- 13.2 **No illegal & immoral act**: Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 13.3 **No demolishing work:** Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 13.4 No breach of Laws and byelaws: Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws byelaws and regulation.
- 13.5 Maintain of self unit: The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.
- 13.6 **Maintain cleanness of building**: Neither party shall throw or accumulate any dirt, rubbish and was e and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

#### ARTICLE - XIII, OWNER'S OBLIGATION

14.1 **No interference**: The Owner hereby and covenant with Developer not to cause any interference or hindrance in the construction of the building at the said premises by the Developer.

- 14.2 Owner covenant with Developer: The Owner hereby agrees and covenant with Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/ or disposing of any of the Developer's allocated in the building at the said premises.
- 14.3 **Vesting of interest during Construction**: The Owner hereby agree and covenants with the Developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.
- 14.4 Owner's Co-operation: The Owner shall permit the Developer and its servants and agent with or without workmen and others at all reasonable times to enter into and upon the Owner's Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and/ or for the purpose of putting down maintaining, repairing and testing drains, gas and water pipe and electric wire and for any similar purpose.

#### **ARTICLE - XIV, DEVELOPER'S OBLIGATION**

- 15.1 Time period of handing over the Possession: The Developer hereby agree and covenants with the Owner to complete the construction or the building within 36 (thirty six) months from the date of sanction of Building Plan of the Proposed building. The Owner's Allocation to be delivered within the period of 36 (thirty six) months from the date of sanction building Plan of the proosed building. If developer shall fail to complete the construction within the said period due to any unforeseen reason a further period of 6 (six) months shall be extended. Due to present pandemic situation caused by Covid-19, the lock down period of Govt. shall not be calculated for delivering the owner's allocation.
- 15.2 In Case of suit regarding title of land: That if any suit may arise in future about the title of land, in that case suit period will be excluded from the stipulated period of handing over the owner's allocation.

- 15.2 **No violation of rules:** The Developer hereby agrees and covenants with the Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- 15.3 **Developer covenant with Owner:** The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying selling assigning and / or disposing of any Owner's Allocation in the building at the said premises *vice versa*.
- 15.5 **Time schedule**: The developer hereby declares that proposed building shall be completed **within 36 (thirty six)** months from the date of sanction building Plan of the Proposed building.
- 15.6 Indemnify the owner: It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workman or there victimizing such workmen or any other person whatsoever or causing any harm to the property during the course of construction of multi storied building the Developer shall have all the responsibility and bear all liability and shall keep the land owner and their estate and effect safe and harmless and indemnify all claim, damages, rights and actions in respect of such eventualities.
- 15.7 Tax of developer's allocation: The owner shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building.
- 15.8. Position of owner's allocation: Developer shall use his discretionary power to select the position of owner's allocation in the Said Proposed Project.

# ARTICLE - XV, DWNER'S INDEMNITY

16.1 The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

#### ARTICLE - XVI, DEVELOPER'S INDEMNITY

- 17.1 Against third party claim: The Developer hereby undertakes to keep the Owner indemnified against third party claiming and actions arising out of any sort of act or occupation commission of the Developer in relation to the construction of the said building.
- 17.2 Against legal proceedings: The Developer hereby undertake to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said premieres and \ or for any defect therein.

#### ARTICLE - XVII, MISCELLANEOUS

- 18.1 Fixing of Hording & banner: Immediately upon the developer obtaining vacant possessions of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authority.
- 18.2 Supplementary deeds and documents: It is understood that from time to time facilitate the construction of the building by the Developer various deeds matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner related to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such legal act, deed, matters and things as and when required.
- 18.3 Name of the Building: The name of the building shall be given by the Developer in due course.
- 18.4 Association of building: The Developer and the Owner shall mutually frame scheme for the management and the administration of the said building and/ or common parts thereof after the completion of the said building.

18.5 Amalgamation: If require Developer may amalgamate the said land with adjacent land, in that case Vendor/Owner herein shall sign all necessary documents for amalgamation.

18.6 Roof Right: Ultimate Roof shall be used by all flat owner.

#### ARTICLE - XVIII, FORCE MAJEURE

- 19.1 The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligation are prevented by the existence of the force majeure and shall be suspended from the obligations during the of the force majeure.
- 19.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

#### ARTICLE - XIX, JURISDICTION

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

#### THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT the piece and parcel vacant "Bastu" land containing by admeasuring an area of 5 Decimal more or less equivalent to 3 (three) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0678 comprised in R.S/L.R. Dag No. 347, C.S Khtian No. 235, R.S Khatian No. 195, L.R Khatian No. 2234 lying and situate at Mouza-Bhatenda, J.LNo. 28, Re.Se No. 50, Touzi No. 2993 P.S- Rajarhat, Rajarhat Bishnupur 1 No. Gram Panchayat, Dist – 24Parganas (North), Kolkata – 700 135 A.D.S.R Rajarhat.

ON THE NORTH: Land of R.S/L.R Dag No.347.

ON THE SOUTH: 15' – 0" wide common passage
ON THE EAST: Land of R.S/L.R Dag No.347

ON THE WEST : Land of R.S/L.R Dag No.347

#### THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

As per Development Agreement Developer shall construct multi-storied building on the said land and Owner shall get the consideration in cash as an advance money which is refundable after handing over the owner allocation a sum of Rs. 5,000/- (Rupees five thousand) only shall be paid at the time execution of this agreement and in kind 37 % of built up area of the total construction of the proposed building in habitable condition as per area of her land. Owner shall refund the aforesaid amount at the time of handing over the owner's allocation.

#### THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Shall mean all the constructed area of the proposed multi storied building (excluding Owner's allocation), including the proportionate share of land, common facilities, common facilities, common parts and common amenities of the building.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the work)

FOUNDATION: R.C.C foundation and framed structure for each.

WALL

: 8" / 5" Thick main wall, 5" / 3" thick wall for all floors of the

building.

FLOOR

: Vitrified tiles finish / Marble

INTERIOR WALLS

: walls finished with plaster of paris

DOOR

: Main Door shall be wooden and other shall be flash door.

WINDOWS

: Aluminum sliding window with clear glass, grill.

KITCHEN

: Polish Green counter top and glazed tiles up to 3 ft. height

over counter top.

TOILET

: Glazed tiles up to lintellevel, hot & cold water system.

**ELECTRICAL WARING** 

: Concealed wiring with copper wire and switches of

reputed company.

WATER SUPPLY

: 24 Hours water supply, Sub Marshall Pump.

LIFT

: Automatic Lift

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

#### SIGNED, SEALED AND DELIVERED

By the parties at Kolkata In the presence of:

1. Sudipta Rala, BF-7, Tyanges, Baguihabi Kolkata-Foooss

Soumitona Ray

SIGNATURE OF THE OWNER

2. Osis De.
-Rajanhat. Bhatenda

SUN SHINE REALTORS
Baishali Raha

Partner

SUN SHINE REALTORS

Paraj Barmen

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by : PARAJ BARMAN

(Advocate)

39, Chinar park, Rajarhat Road Kolkata – 700 157. Enrollment No. WB 1576/2003, Sealdah Court, Mob - 9831141856

#### **MEMO OF CONSIDERATION**

RECEIVED with thanks of and from the within named Developer a sum of Rs. 5,000/-(Rupees five thousand) only as a refundable advance money with good health and sound mind and put my signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

Dated	Cheque/cash	<u>Bank</u>	<u>Amount</u>
08/12/2021	Cash ,,,,,,,,,	mmmmmmm	,,,,,,, Rs. 5,000.00
			a
	,	Total =	Rs. 5,000.00

(Rupees five thousand) only

SIGNED SEALED AND DELIVERED By the Vendor at Kolkata In the presence of:

1. Sudip In Kake

Signature of the Owner

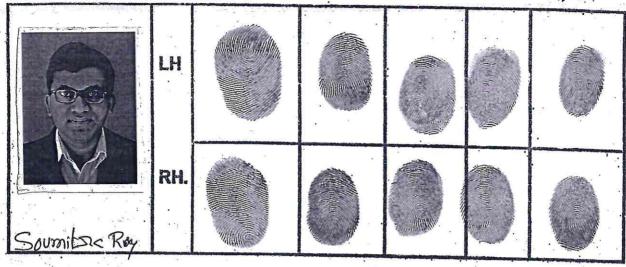
2. Asis De

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

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

N.B. -

LH BOX- SMALL TO THUMB PRINTS R.H. BOX - THUMB TO SMALL PRINTS



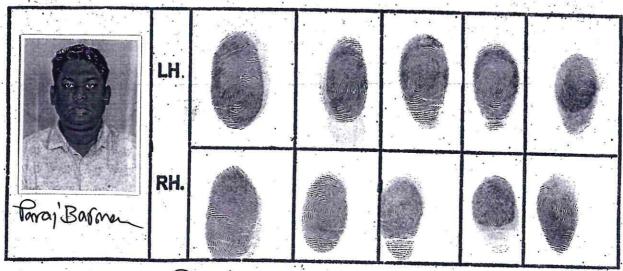
ATTESTED :-

Soumitre Ray

LH

Baishali
Raha

ATTESTED: Baishali Raha



ATTESTED: Paraj Barmen



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

**GRN** Details

GRN:

192021220127397881

**GRN** Date:

03/12/2021 15:11:56

BRN:

CKS1253342

**Payment Status:** 

Successful

Payment Mode:

de: On

Online Payment

Bank/Gateway:

State Bank of India

**BRN** Date:

03/12/2021 15:12:32

Payment Ref. No:

2002504053/4/2021

[Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:

SUN SHINE REALTORS

Address:

KALIBARI COMPLEX, KOL-135

Mobile:

9831141856

**Depositor Status:** 

Others

Query No:

2002504053

Applicant's Name:

Mr PARAJ BARMAN

**Identification No:** 

2002504053/4/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 4

#### **Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002504053/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2002504053/4/2021	Property Registration-Registration Fees	0030-03-104-001-16	71

Total

6992

IN WORDS:

SIX THOUSAND NINE HUNDRED NINETY TWO ONLY.





সৌশিত্র রায় Soumitra Roy জন্মতারিথ / DOB : 14/05/1987 পুরুষ / Male



2035 2388 2962

আমার আধার, আমার পরিচয়



ভারতীর বিশিষ্ট পরিভূক প্রাধিকরণ

আধার
ঠিকানা:
এস/ও: হাস্যুদদ রাম, বাগু, বাগু, বাগু, বিগু, Bagu, North 24 Parganas, রাজারহাট, পশ্চিম বঙ্গ, 700135



1947

Soumitac Ray



SUN SHINE REALTORS
Partner

SUN SHINE REALTORS
Buishali Raha
Partner



Baishali Raha



আধার – সাধারণ মানুষের অধিকার



# ्ति प्राप्त विकासिक विकास Authority of India

ঠিকানা:, বীঞ্ছ আংফা ঘোৰ গাড়া বাজানঘট গোলাবপুর (এম), আংফা উত্তর ২৪ গরকনা, গঠিন বদ, Address: BF-7, JYANGRA GHOSH PARA, Rajamat Gopatpur (m), North 24 Parganas, Jyangra, West Bengal, 700059

# 5785 8268 6462



help@uidal.gov.in

www.uldal.gov.ir

Baishali Raha



Barras Barran





# ভারত সরকার Unique Identification Authority of India Government of India

শনিকাভূরির আই ডি : Enrollment No . 1111/79720/01012

To PARAJ BARMAN

39 CHINAR PARK RAJARHAT ROAD Rajarhat Gopalpur(M) Kolkata Airport, North 24 Parganas West Bengal - 700052

KL670317304FT

67031730



আপনার আধার সংখ্যা / Your Aadhaar No. :

6662 4771 5830

আধার – সাধারণ মানুষের অধিকার



Government of India

পরজ বর্নন

PARAJ BARMAN পিতা পৰাৰ কৃষ্য ধৰ্মন

Father Pankaj Kumar Barman

מיליילי COB יינביייפייפ TVI Male

6662 4771 5830



অধিকার সাধারণ মানুষের সাধার

Paran Barman



আধার – সাধারণ মানুষের অধিকার



विविध्यातिस्य शामिनंतर Unique Identification Authority of India

विकानाः, चैवक्-व्यार्ड़ा खार गड़ा प्रामाक्यों) त्यानालमूत्र (धन), च्यानद्या **डेसर २८ गमाना, गर्डित स्म**,

Address: BF-7, IYANGRA GHOSH PARA, Rajarhat Gopalpur (m), North 24 Parganas, Jyangra, West Bengal, 700059

7925 9787 6845







Su diplo Pela

# Major Information of the Deed

Deed No :	I-1523-17340/2021	Date of Registration	08/12/2021		
Query No / Year	1523-2002504053/2021	Office where deed is re	egistered		
Query Date	01/12/2021 11:23:29 PM	1523-2002504053/2021			
Applicant Name, Address & Other Details	PARAJ BARMAN 39, CHINAR PARK,Thana: Bagu 700157, Mobile No.: 9831141856	iati, District : North 24-Pargan 3, Status :Advocate	as, WEST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Property	aration : 2], [4311] Other		
Set Forth value		Market Value	THE CONTROL NAME OF PERSONS ASSESSED.		
Rs. 1/-		Rs. 30,37,500/-	· · · · · · · · · · · · · · · · · · ·		
Stampduty Paid(SD)	<b>企业工作。</b> 2012年2月2日 - 1000年2月1日 - 1000年2月 - 10000年2月 - 10000年2月 - 100000年2月 - 100000000000000000000000000000000	Registration Fee Paid			
Rs. 7,021/- (Article:48(g))		Rs. 71/- (Article:E, E, B	)		
Remarks					

#### Land Details:

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code: 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-347 (RS :- )	LR-2234	Bastu	Bastu .	5 Dec	1/-	× 11	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
	Grand	Total :			5Dec	1/-	30,37,500 /-	9

#### Land Lord Details:

.and	d Lord Details :			-
SI No	Name,Address,Photo,Finger	print and Signatur	re	
1	Name	Photo	Finger Print	Signature
	Mr SOUMITRA ROY Son of Mr HASYAPADA ROY Executed by: Self, Date of Execution: 08/12/2021 , Admitted by: Self, Date of Admission: 08/12/2021 ,Place : Office			Soumitac Roy
		08/12/2021	LTI 08/12/2021	08/12/2021
11 *11 31	700135 Sex: Male, By Cast	e: Hindu, Occupa 20xxxxxxxx2962,	tion: Retired Pe Status :Individ	24-Parganas, West Bengal, India, PIN:-rson, Citizen of: India, PAN No.:: ual, Executed by: Self, Date of Office

#### Developer Details:

SI Name, Address, Photo, Finger print and Signature

SUN SHINE REALTORS

, DELO APARTMENT, KALIBARI COMPLEX, BHATENDA, City:-, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135, PAN No.:: AExxxxxx7P, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

#### Representative Details:

Name	Photo	Finger Print	Signature
Mrs BAISHALI RAHA Wife of SUDIPTA RAHA Date of Execution - 08/12/2021, , Admitted by: Self, Date of Admission: 08/12/2021, Place of Admission of Execution: Office			Baishuli Raha
(42)	Dec 8 2021 2:25PM	LTI 08/12/2021	08/12/2021
india, , PAN No.:: BFXXXXXX9B	, Aduliaal NO. 57	XXXXXXXXX40402 S	status : Representative, Representati
of : SUN SHINE REALTORS (	as PARTNER)	Finger Print	Signature
A CONTRACTOR OF THE PARTY OF TH	Photo		Paran Barnen
Mr PARAJ BARMAN (Presentant) Son of Mr PANKAJ KUMAR BARMAN Date of Execution - 08/12/2021, Admitted by: Self, Date of Admission: 08/12/2021, Place of Admission of Execution: Office	Photo  Dec 8 2021 2:29PM	LTI 08/12/2021	Signature

#### **Identifier Details:**

Name	Photo	Finger Print	Signature
Mr SUDIPTA RAHA Son of Mr TAPAN RAHA BF-7, JYANGRA GHOSH PARA, City:-, P.O:- R GOPALPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700059			Sudjeta Raka
	08/12/2021	08/12/2021	08/12/2021

Trans	fer of property for L1		
	From	To. with area (Name-Area)	
1	Mr SOUMITRA ROY	SUN SHINE REALTORS-5 Dec	

# Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code: 700135

Sch Plot & Khatian Number		Details Of Land	Owner name in English as selected by Applicant	
L1	LR Plot No:- 347, LR Khatian No:- 2234	Owner:সৌমিত্র রাম, Gurdian:হাস্যপদ রাম, Address:বাগু , Classification:শালি, Area:0.05000000 Acre,	Mr SOUMITRA ROY	

# Endorsement For Deed Number: 1 - 152317340 / 2021

On 02-12-2021

## 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 30,37,500/-



Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

#### On 08-12-2021

# Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 10:56 hrs on 08-12-2021, at the Office of the A.D.S.R. RAJARHAT by Mr PARAJ BARMAN,.

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

Execution is admitted on 08/12/2021 by Mr SOUMITRA ROY, Son of Mr HASYAPADA ROY, , BAGU, P.O: BAGU, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Retired Person

Indetified by Mr SUDIPTA RAHA, , , Son of Mr TAPAN RAHA, BF-7, JYANGRA GHOSH PARA, P.O: R GOPALPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Others

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

Execution is admitted on 08-12-2021 by Mrs BAISHALI RAHA, PARTNER, SUN SHINE REALTORS, , DELO APARTMENT, KALIBARI COMPLEX, BHATENDA, City:- , P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr SUDIPTA RAHA, , , Son of Mr TAPAN RAHA, BF-7, JYANGRA GHOSH PARA, P.O: R GOPALPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Others

Execution is admitted on 08-12-2021 by Mr PARAJ BARMAN, PARTNER, SUN SHINE REALTORS, , DELO APARTMENT, KALIBARI COMPLEX, BHATENDA, City:- , P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr SUDIPTA RAHA, , , Son of Mr TAPAN RAHA, BF 7, JYANGRA GHOSH PARA, P.O: R GOPALPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PN - 700059, by caste Hindu, by profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 71/- (B = Rs 50/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 71/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2021 3:25PM with Govt. Ref. No: 192021220127397881 on 03-12-2021, Amount Rs: 71/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1253342 on 03-12-2021, Head of Account 0030-03-104-001-16

ayment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by

online = Rs 6,921/-

1. Stamp: Type: Impressed, Serial no 4490, Amount: Rs.100/-, Date of Purchase: 30/11/2021, Vendor name: MITA Description of Stamp

DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2021 3:25PM with Govt. Ref. No: 192021220127397881 on 03-12-2021, Amount Rs: 6,921/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKS1253342 on 03-12-2021, Head of Account 0030-02-103-003-02

Baron

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2021, Page from 735292 to 735327 being No 152317340 for the year 2021.



2-00-0W

Digitally signed by SANJOY BASAK Date: 2021.12.21 17:29:20 +05:30 Reason: Digital Signing of Deed.

(Sanjoy Basak) 2021/12/21 05:29:20 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)