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Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

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

08 DEC 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 8th day of December,

Two thousand Twenty One 2021 BETWEEN

3189 23-11-21

সং- তাং-
ক্রেতার নাম ও সাং

স্ট্যাম্প ডেভার স্বাক্ষর

বিধান নং-৪। সল্টলেক সার্টি এ ডি এস আর. ৪

মোট স্ট্যাম্প ক্রয় তাঃ

চালান নং মোট কত টাকা খরিদ

কুজারী-বারাকপুর, ভেভার-মিতা দত্ত

PARAJ BARMAN
ADVOCATE

Enrollment No.-WB-1576/2003
Sealdah Court, Kolkata-14

07 OCT 2021

820000



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

08 DEC 2021

SRI PARITOSH GHOSH son of Gostha Bihari Ghosh, (**Pan No. ADJPG8234E**), **Aadhar No. 2837 2556 2215**, **Mob No. 9874470595**, by faith – Hindu, by occupation – Retired, by Nationality – Indian, residing at Bishnupur, P.O & P.S – Rajarhat, Dist – 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**.

A N D

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, Kolkata – 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**.

1. *Recitals & Background of the Premises :*

- 1.1 **Ownership of Paritosh Ghosh:** said Paritosh Ghosh is the recorded owner of ALL THAT the piece and parcel of vacant "Bastu" land containing by admeasuring an area of 3 Decimal more or less equivalent to 2 (two) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0465 comprised in R.S/L.R Dag No. 347, C.S Khatian No. 235, R.S Khatian No. 195, L.R Khatian No. 1811, lying and situate at Mouza- Bhatenda, J.L.No. 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 11/06/1999 at the office of the A.D.S.R Bidhannagar,(Salt Lake city) recorded in Book No.2 Volume No. 43 pages

from 217 to 226, being No. 01718 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.1811** 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 **3 Decimal more or less** equivalent to 2 (two) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0465 comprised in **R.S/L.R Dag No. 347**, C.S Khatian No. 235, R.S Khatian No. 195, **L.R Khatian No.1811**, 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 Paritosh Ghosh 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 conditions.

1.4 **Registered Development Power of Attorney**: For the smooth running of the said project, the said PARITOSH GHOSH, 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 **3 Decimal more or less** equivalent to 2 (two) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0465 comprised in **R.S/L.R Dag No. 347, C.S Khatian No. 235, R.S Khatian No. 195, L.R Khatian No.1811**, 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 deemed to have been commenced on and with effect from 8th day of December, 2021.

ARTICLE – III, LANDOWNER'S RIGHT & REPRESENTATION

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 Barman

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.

5.6 Delivery of Possession: That On completion of the proposed multi-storied 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 to build 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

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 .

ARTICLE – VII, DEALING OF SPACE IN THE BUILDING

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 quiet 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.

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 waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

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 proposed 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, OWNER'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 premises 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 **3 Decimal more or less** equivalent to 2 (two) Cottahs out of total land measuring 73 Decimals more or less as per Share of land 0.0465 comprised in **R.S/L.R Dag No. 347, C.S Khatian No. 235, R.S Khatian No. 195, L.R Khatian No.1811**, 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. A.D.S.R Rajarhat.**

ON THE NORTH : Land of R.S/L.R Dag No. 347(P)
ON THE SOUTH : 15' – 0" Wide Common Passage
ON THE EAST : Land of R.S/L.R Dag No. 347(P)
ON THE WEST : Land of R.S/L.R Dag No. 347(P)

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 lintel level, 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. *Sadiptha Raha*
BF-1, Jyonges Bageikali
Kolkata - 59.

Paritosh Ghosh

SIGNATURE OF THE OWNER

2. *Asis De*
Rajarhat, Bhalenola
kol-135

SUN SHINE REALTORS
Baishali Raha
Partner

SUN SHINE REALTORS
Paraj Barman
Partner

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by :

PARAJ BARMAN

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.

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

Total = Rs. 5,000.00

(Rupees five thousand) only

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

1. *Sudipta Raha*

Paritosh Ghosh

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

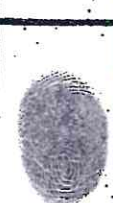
 <i>Paritosh Ghosh</i>	LH					
	RH.					

Paritosh Ghosh

ATTESTED :-

 <i>Baishali Raha</i>	LH					
	RH.					

ATTESTED :- *Baishali Raha*

 <i>Paraj Barma</i>	LH.					
	RH.					

ATTESTED :- *Paraj Barma*



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

GRN Details

GRN: 192021220126972351 Payment Mode: Online Payment
GRN Date: 03/12/2021 09:28:33 Bank/Gateway: State Bank of India
BRN : CKS1203691 BRN Date: 03/12/2021 15:12:20
Payment Status: Successful Payment Ref. No: 2002503985/5/2021
[Query No/**/Query Year]

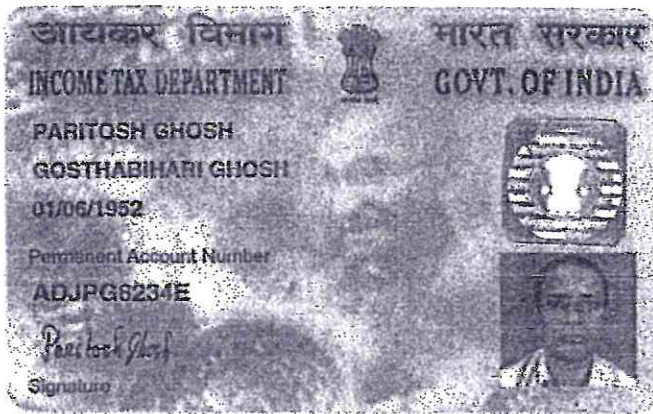
Depositor Details

Depositor's Name: SUN SHINE REALTORS
Address: KALIBARI COMPLEX, KOL-135
Mobile: 9831141856
Depositor Status: Others
Query No: 2002503985
Applicant's Name: Mr PARAJ BARMAN
Identification No: 2002503985/5/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002503985/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	4921
2	2002503985/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	71
Total				4992

IN WORDS: FOUR THOUSAND NINE HUNDRED NINETY TWO ONLY.



Paritosh Ghosh.





ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1111/19073/03253

To
পরিতোষ ঘোষ
Paritosh Ghosh
RAJARHAT BIWSHNUPUR Kalaberia
Rajarhat Bishnupur North Twenty Four Parganas
West Bengal 700135

19896100

MN198961008DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

2837 2556 2215

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA

পরিতোষ ঘোষ
Paritosh Ghosh
পিতা : গোস্ট বিহারী ঘোষ
Father : GOSTO Behari Ghosh
জন্ম সাল / Year of Birth : 1957
পুরুষ / Male



2837 2556 2215

আধার - সাধারণ মানুষের অধিকার

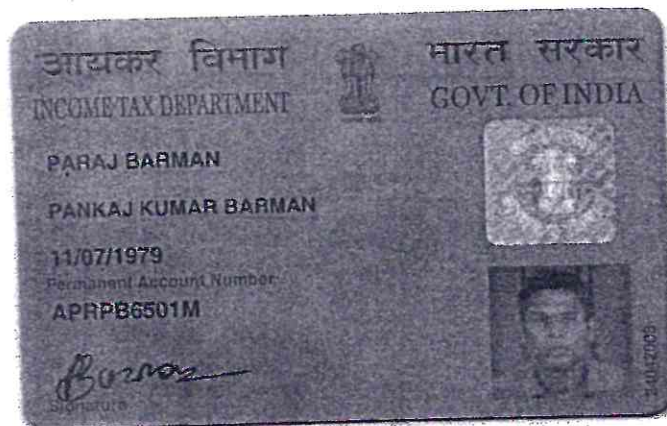
Paritosh Ghosh



SUN SHINE REALTORS
Paraj Barua
Partner

SUN SHINE REALTORS
Baishali Raha
Partner





Barman
Pankaj Barman



ভারতীয় বিনিয়ুক্ত পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

স্বাক্ষরিত আইডি / Enrollment No. : 1111/79720/01012

To
PARAJ BARMAN
পরাজ বর্মান

17/12/2013

34
CHINAR PARK RAJARHAT ROAD
Rajarat 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



ভারত সরকার

Government of India

পরাজ বর্মান

PARAJ BARMAN

পিতা : পঙ্কজ কুমার বর্মান

Father : Pankaj Kumar Barman

স্বাক্ষরিত ডিওবি : 07/07/74

পুরুষ Male



6662 4771 5830



আধার - সাধারণ মানুষের অধিকার

Paraj Barman

आयकर विभाग
INCOME TAX DEPARTMENT
BAISHALI RAHA
LAL MOHAN NANDY
01/11/1982
Permanent Account Number
BFSPPR3169B
Baishali Raha
Signature

Baishali Raha



ভারত সরকার
Government of India

বৈশালী রাহা
Baishali Raha
পিতা : লাল মোহন নন্দী
Father : Lal Mohan Nandi

জন্মতারিখ/DOB: 01/11/1962
লিঙ্গ / Female

5785 8268 6462

আধার - সাধারণ মানুষের অধিকার

অধার
UIDAI
Independent Identification Authority of India

ঠিকানা, বীহর
জ্যাংরা ঘোষ পাড়া
গোপালপুর (ম), নর্থ ২৪
পার্গানা, জ্যাংরা, পশ্চিম বঙ্গ,
৭০০০৫৯

Address: BF-7, JYANGRA
GHOSH PARA, Rajarhat
Gopalpur (m), North 24
Pargana, Jyanga, West
Bengal, 700059

5785 8268 6462

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Baishali Raha


Government of India
 সুদীপ্ত রাহা
 Sudipta Raha
 পিতা: তপন রাহা
 Father: TAPAN RAHA
 জন্ম তারিখ/DOB: 09/06/1979
 পুরুষ / Male

7925 9787 6845


আধার - সাধারণ মানুষের অধিকার


আধার
 ঠিকানা: বীথক-
 আংড়া ঘোষ পাড়া
 গোপালপুর (ম), উত্তর ২৪
 পরগণা, পশ্চিম বঙ্গ,
 ভারত ৭০০০৫৯
Unique Identification Authority of India
 Address: BF-7, JYANGRA
 GHOSH PARA, Rajarhat
 Gopalpur (m), North 24
 Parganas, Jyagra, West
 Bengal, 700059

7925 9787 6845

 1000 300 1047
 help@uidai.gov.in
 www.uidai.gov.in

Sudipta Raha

Major Information of the Deed

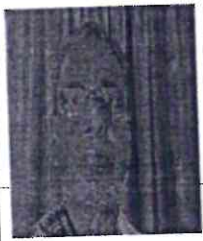
Deed No :	I-1523-17339/2021	Date of Registration	08/12/2021
Query No / Year	1523-2002503985/2021	Office where deed is registered	
Query Date	01/12/2021 11:02:44 PM	1523-2002503985/2021	
Applicant Name, Address & Other Details	PARAJ BARMAN 39 CHINARPARK, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9831141856, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 18,22,500/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (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	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-347 (RS :-)	LR-1811	Bastu	Bastu	3 Dec	1/-	18,22,500/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
Grand Total :					3Dec	1 /-	18,22,500 /-	

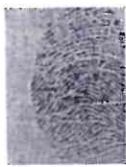
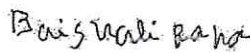
Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PARITOSH GHOSH Son of Mr GOSTHA BIHARI GHOSH Executed by: Self, Date of Execution: 08/12/2021 , Admitted by: Self, Date of Admission: 08/12/2021 ,Place : Office			
		08/12/2021	LTI 08/12/2021	08/12/2021
	, BISHNUPUR, City:- , P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx4E, Aadhaar No: 28xxxxxxxxx2215, Status :Individual, Executed by: Self, Date of Execution: 08/12/2021 , Admitted by: Self, Date of Admission: 08/12/2021 ,Place : Office			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	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 :

Representative Details				
SI No	Name,Address,Photo,Finger print and Signature			
1	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			
	Dec 8 2021 2:25PM	LTI 08/12/2021	08/12/2021	
, BF-7, JYANGRA GHOSH PARA, City:- , P.O:- JYANGRA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx9B, Aadhaar No: 57xxxxxxxx6462 Status : Representative, Representative of : SUN SHINE REALTORS (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	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			
	Dec 8 2021 2:29PM	LTI 08/12/2021	08/12/2021	
, 39, CHINAR PARK, RAJARHAT, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APxxxxxx1M, Aadhaar No: 66xxxxxxxx5830 Status : Representative, Representative of : SUN SHINE REALTORS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUDIPTA RAHA Son of Mr TAPAN RAHA BF-7, JYANGRA, City:- , P.O:- JYANGRA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059			
08/12/2021	08/12/2021	08/12/2021	
Identifier Of Mr PARITOSH GHOSH, Mrs BAISHALI RAHA, Mr PARAJ BARMAN			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr PARITOSH GHOSH	SUN SHINE REALTORS-3 Dec

Land Details as per Land Record

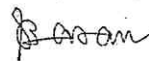
District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 347, LR Khatian No:- 1811	Owner:পরিভোষ ঘোষ, Gurdian:গোষ্ঠবিহারী ঘোষ (মৃত), Address:বিশুপুর , Classification:শালি, Area:0.03000000 Acre,	Mr PARITOSH GHOSH

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 18,22,500/-



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 10:53 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 PARITOSH GHOSH, Son of Mr GOSTHA BIHARI GHOSH, , BISHNUPUR, P.O: RAJARHAT, 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, P.O: JYANGRA, Thana: Baguiati, , 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, P.O: JYANGRA, Thana: Baguiati, , 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, P.O: JYANGRA, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 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 3:02PM with Govt. Ref. No: 192021220126972351 on 03-12-2021, Amount Rs: 71/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1203691 on 03-12-2021, Head of Account 0030-03-104-001-16



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2021, Page from 735256 to 735291

being No 152317339 for the year 2021.



Digitally signed by SANJOY BASAK
Date: 2021.12.21 17:29:08 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

**(Sanjoy Basak) 2021/12/21 05:29:08 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.**

(This document is digitally signed.)