

**DEVELOPMENT AGREEMENT**

I, BISWAJIT SINHA ROY, PAN no. BDCPS0401H, GREEN CARD (M) USCIS # 089-156-382, CATEGORY E27.  
PASSPORT: - SINHA ROY BISWAJIT, IND, N1964384 WASHINGTON D.C. Issued 01.07.2016, Exp.  
30/06/2026, s/o. Late Sudhindra Chandra Roy, of 25275, SACKWHEAT SQUARE, CHANTILLY, VA- 20152,  
USA, hereinafter referred to as THE LAND OWNER (which term or expression shall unless excluded by or  
repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal  
representatives, and assigns) of the FIRST PART.



M/S D. P. Construction

*Dhiman Kremen Kahr*

Partner

M/S D. P. Construction

*Purnendu Sekhar Das*

Partner

**AND**

1. Sri. DHIMAN KUMAR KALI, Pan no. BFJPK0951D, Aadhaar no. 2525 1156 9381, Mobile no. 9432069860, s/o. Madhusudan Kali, by occupation businessman, by faith Hindu, residing at S.N. Ghosh Avenue, Elaichi, Narendrapur, Indian, West Bengal- 700103,

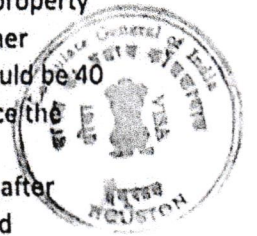
Sri. PURNENDU SEKHAR DAS, PAN no. AGTPD0032C, Aadhaar no. 6090 0352 6465, Mobile no. 9143218526, by faith Hindu, by Nationality Indian, by occupation Businessman, residing at 17A, Subhas Pally, Regent Estate, Circus Avenue, P.S. Netaji Nagar, Kolkata- 700092, West Bengal, hereinafter referred to as ATTORNEY/DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART.

WHEREAS the Land Owner is the sole and absolute owner of land measuring 1 Cottah 5 Chitaks together with 1 storied dwelling house at Mouza Kamdahari, P.S. Bansdrani (Regent Park), J.L. no. 49, C.S. Khatian no. 294, R.S. Khatian no. 514, Dag no. 858 with 8' wide common passage South eastern side within the K.M.C. Ward no. 111, Premises no. 236/1, Kamdahari Purbapara, Assessee no. 3111112008583.

AND WHEREAS, the owner herein intends to develop the property by raising a multi-storied building upon the aforesaid property consisting of several self-contained residential flats and other commercial spaces thereon on different measurements and sizes, however, due to lack of experience, manpower, and other difficulties the owner herein could not materialize her said desire and as such they requested the Developer herein to undertake the aforesaid development work on the said. Property.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto on the following terms and conditions:-

1. TITLE DEEDS:- Shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the Agreement.
2. NEW BUILDING: shall mean the Multi-storied Building (G+ upper-storied) as per available sanctioned area, which is to be constructed over; the said premises as per plan to be sanctioned by the K.M.C..
3. COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.
4. OWNERS' ALLOCATION shall be 50% of total constructed area, i.e., F.A.R(Floor Area Ratio) as per sanctioned plan of the K.M.C. of the proposed Two-storied building together with undivided Proportionate share of land and all other common facilities and amenities of the said property and cost for ONE shifting after the Building Plan being sanctioned by the K.M.C. If further escalation is approved by K.M.C above and beyond 1<sup>st</sup> Floor, the owners' allocation would be 40 % of the same (as, it will involve huge additional cost at the end of the Developer, hence the Developer would be having 60% F.A.R. of the same).
5. DEVELOPER'S/PROMOTER'S ALLOCATION: shall mean the, remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities, i.e., 50% of total



*[Handwritten signature]*

M/S D. P. Construction

*Dhiman Kumar Kali*

Partner M/S D. P. Construction

*Purnendu Sekhar Das*

Partner

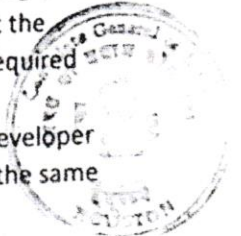
constructed area, i.e., F.A.R. (Floor Area Ratio) as per sanctioned plan of the K.M.C. of the proposed Two- storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property.

**OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES.**

1. That the owner hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein.
2. That the owner hereby undertakes to deliver and/or handover all the Photocopies and/or Original of all the Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.
3. The owner hereby undertakes not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period, then the owner will be entitled to get compensation/damages from the Developer as deemed fit by the Developer. Be it mentioned here that the time will be essence of the Contract.

**DEVELOPERS' RIGHTS, OBLIGATION AND DECLARATION.**

1. The Developer hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned by the concerned K.M.C, concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of Building will be submitted for sanction before the K.M.C.
2. The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building within aforesaid stipulated months from the date of execution and Registration of this Agreement, and if required, the owner will further allow aforesaid stipulated months for delivery of possession of the owners' allocation without claiming any damages. It is also agreed that the delivery of possession of the owners' allocation will be made first and after that the Developer will be entitled to handover possession of the Developer's Allocation and if required benefits of the parties hereto before or after completion of the building necessary supplementary- Agreement will be executed. Be it pertinent to mention here that the Developer will obtain Completion Certificate (C.C.) at its/his own cost expenses and Photo copy of the same will be given to all the owners/occupiers of the units of the newly constructed building.



**SCHEDULE-A(SCHEDULE OF SAID PROPERTY)**

M/S D. P. Construction

Dhiman Kumar Kulkarni

Partner

M/S D. P. Construction

Parmananda Sekhar Das

Partner

ALL THAT land measuring 1 Cottah 5 Chitaks together with 1 storied dwelling house at Mouza Kamdahari, P.S. Bansdronei (Regent Park), J.L. no. 49, C.S. Khatian no. 294, R.S. Khatian no. 514, Dag no. 858 with 8' wide common passage South eastern side within the K.M.C.Ward no. 111, Premises no. 236/1, Kamdahari Purbapara, Assessee no. 3111112008583.

**SCHEDULE-B(OWNER'S ALLOCATION)**

OWNERS' ALLOCATION shall be 50% of total constructed area, i.e., F.A.R(Floor Area Ratio) as per sanctioned plan of the K.M.C. of the proposed Two-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property and cost for ONE shifting after the Building Plan being sanctioned by the K.M.C. If further escalation is approved by K.M.C above and beyond 1<sup>st</sup> Floor, the owners' allocation would be 40 % of the same (as, it will involve huge additional cost at the end of the Developer, hence the Developer would be having 60% F.A.R. of the same).


**SCHEDULE-C(DEVELOPER'S ALLOCATION)**

DEVELOPER'S/PROMOTER'S ALLOCATION: shall mean the, remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities, i.e., 50% of total constructed area, i.e., F.A.R. (Floor Area Ratio) as per sanctioned plan of the K.M.C. of the proposed Two-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property.

IN WITNESSETH WHEREOF:-

1.

JUL 19 2023



LAND OWNER

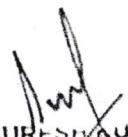
IN THE PRESENCE OF  
Witness:

ATTESTED APPLICANTS  
SIGNATURE

Biswajit Saha Roy  
07/19/2023

J. Nibedita Prusty  
Signature  
Date - 07/19/2023  
Name - J. NIBEDITA PRUSTY  
Address - 3006, Sudha Dr



  
SURESH KUMAR  
Vice Consul  
Consulate General of India  
Houston

Signature  
Date -  
Name -  
Address -

Seen in the  
Consular Section

HOU/CONS/45205/23  
No Responsibility is accepted  
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M/S D. P. Construction

Dhiman Kumar Kishor

Partner

Purandhar Sekhar Das

Partner

M/S D. P. Construction