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DEVELOPMENT AGREEMENT

1 8 JAN 2023

THIS DEVELOPMENT AGREEMENT is made on this day of Janucates, 2023 [Two Thousand Twenty Three].

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B. K. CONSTRUCTION Babul Dring SRI SUKUMAR PANJA (PAN – BJKPP0196E), (Aadhaar No. 9708 0176 8927), son of Panchu Gopal Panja, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at Krishnapur Road, P.O. – Natagarh, P.S. – Ghola, District – North 24 Parganas, Kolkata – 700113, West Bengal, India, hereinafter called and referred to as the "LAND OWNER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, nominees assigns) of the <u>FIRST PART</u>.

### AND

"B.K. CONSTRUCTION (PAN - AAWFB0147R), a Partnership Firm having its Registered Office at 1, Anandalok, Barasat Road, Panihati, P.O. -Sodepur, P.S. - Ghola, District - North 24 Parganas, Kolkata - 700110, West Bengal, represented by its partners (1) SRI BABUL DUTTA (PAN-AOTPD2336R), (Aadhaar No. 2203 8681 9644), son of Late Sukhendu Dutta, by faith - Hindu, by Nationality - Indian, by Occupation- Business, residing at Bhabani Apartment - 2, B-2, School Road Sodepur, P.O. -Sodepur, P.S. - Ghola, District - North 24 Parganas, Kolkata - 700110, West Bengal and (2) SMT. NILA DUTTA (PAN – BUKPD1713J), (Aadhaar No. 5719 4760 6023), wife of Sri Babul Dutta, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at Bhabani Apartment - 2, B-2, School Road Sodepur, P.O. - Sodepur, P.S. - Ghola, District - North 24 Parganas, Kolkata - 700110, West Bengal, hereinafter called and referred to as the 'DEVELOPER', which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successors-in-office, administrators legal representatives and assigns) of the SECOND PART.

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WHEREAS Rina Panja Roy Chowdhury, Krishna Bhattacharya, Tapas Roy Chowdhury, Pradip Kumar Roy Chowdhury and Madhabi Roy Chowdhury obtained by inheritance bastu land measuring .6466 decimal along with old dilapidated structure standing thereon, which is lying and situated at Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172 comprised in Sabek Khatian No. 62 and Sabek Dag No. 375 & 374, within the local limits of Panihati Municipality, P.S. Ghola, A.D.S.R.O. Sodepur, District - North 24 Parganas and after obtaining the aforesaid property by inheritance Smt. Rina Panja Roy Chowdhury (wife of Sri Sukumar Panja) recorded her name as Dalan Ghar land measuring .04 decimal in L.R. Akrishi Khatian No. 351, Dag No. 862, Dalan Ghar measuring .04 decimal under Dag No. 863, Dalan Ghar measuring .11 decimal & land measuring .00 decimal road(path) under Dag No. 859, in total land measuring .15 decimal, Smt. Krishna Bhattacharya (wife of Sanat Bhattacharya) recorded her name in L.R. Akrishi Khatian No. 68, Dag No. 862 as Dalan Ghar measuring .03 decimal, Dag No. 863 as Dalan Ghar measuring .12 decimal & Dag No. 859 Road (Path) measuring .01 decimal in total land measuring .16 decimal, Sri Tapas Roy Chowdhury (son of Late Panchu Mohan Roy Chowdhury) recorded his name under L.R. Akrishi Khatian No. 122, Dag No. 862 as Dalan Ghar land measuring .04 decimal, Dag No. 863 as Dalan Ghar measuring .11 decimal & Dag No. 859 Road (Path) measuring .00 decimal in total land measuring .15 decimal, Sri Pradip Kumar Roy Chowdhury (son of Panchu Mohan Roy Chowdhury) recorded his name in L.R. Akrishi Khatian No. 213, Dag No. 862 as Dalan Ghar land measuring .04 decimal, Dag No. 863 as Dalan Ghar land measuring .11 decimal, Dag No. 859 Road (Path) land measuring 00 decimal in total land measuring .15 decimal, Smt. Madhabi Roy Chowdhury

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(son of Late Panchu Mohan Roy Chowdhury) recorded her name in Akrishi L.R. Khatian No. 298, Dag No. 862 as Dalan Ghar land measuring .03 decimal, Dag No. 863 as Dalan Ghar land measuring .11 decimal & Dag No. 859 Road (Path) land measuring .01 decimal in total land measuring more or less .15 decimal. Thus Smt. Rina Panja Roy Chowdhury, Smt. Krishna Bhattacharya, Sri Tapas Roy Chowdhury, Sri Pradip Kumar Roy Chowdhury, Smt. Madhabi Roy Chowdhury became the owner of 1/5<sup>th</sup> share each of Bastu land measuring more or less 01 Bigha 12 Cottah 11 Chittack 27 sq.ft. along with old dilapidated structure standing thereon.

AND WHEREAS after becoming the joint owners of the aforesaid property i.e. Bastu land measuring more or less 01 Bigha 12 Cottah 11 Chittack 27 sq.ft. along with old dilapidated structure standing thereon they avoid future complications among themselves and smoothly enjoying the same they partitioned the above mentioned property by virtue of a Deed of Partition (Bengali Apposh Bantannama Dalil) dated 01.06.92 duly registered before A.D.S.R.O. Barrackpore and recorded in Book No. I, Volume No. 86, Page from 31 to 44, Being No. 3892 for the year 1992.

AND WHEREAS by virtue of the abovementioned Deed of Partition (Bengali Bantannamapatra) being No. 3892 the said Rina Panja Roy Chowdhury became the owner of "Kha" Tapsil under the property of 'Kaa' Tapsil being the First Part of the said Deed of Partition and obtained all that vacant bastu land measuring more or less 07 cottah 10 chittack 05 sq.ft. comprised in L.R. Khatian Nos. 213, 68, 122. 298 & 351, L.R. Dag No. 862 & 863 identified as Lot No. "1" and after getting the aforesaid property Rina Panja Roy Chowdhury mutated her name in the local Panihati Municipality,

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under Ward No. 35. Holding No. 282 Krishnapur Road and remained in peaceful possession and enjoyment of the same by paying taxes and khajnas to the concerned authority.

property Rina Panja Roy Chowdhury sold and transferred some portion of land afterwards died intestate on 15.01.2022 leaving behind her husband, Sri Sukumar Panja the land owner herein as her only legal heir and successor as per Hindu Succession Act, 1956, he became the owner of the rest of the land measuring more or less 01 cottah 08 chittack 05 sq.ft. and remained in peaceful possession and enjoyment of the same which is lying and situated at Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172, comprised and contained in R.S. Khatian No. 62, L.R. Khatian No. 351, R.S. Dag No. 374, L.R. Dag No. 862, within the local limits of Panihati Municipality, Ward No.35, Holding No. 350 Krishnapur Road, P.S. Ghola, within the jurisdiction of A.D.S.R.O. Sodepur, District North 24 Parganas and he has the right, title and interest to transfer the same to any person or persons.

AND WHEREAS the said property is free from all encumbrances, charges, liens, mortgage and/or any other nature of attachments whatsoever and have no acquisition or requisition or any case or proceedings both in Civil and Criminal nature is/are pending of the respective learned Court(s) or elsewhere in respect of the said premises which is morefully and particularly described in the FIRST SCHEDULE written hereunder.

AND WHEREAS now the land owner i.e. Sri Sukumar Panja as mentioned above is desirous of constructing a multi storied building on the

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bastu land measuring more or less 01 cottah 08 chittack 05 sq.ft., which is lying and situated at Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172, comprised and contained in R.S. Khatian No. 62, L.R. Khatian No. 351, R.S. Dag No. 374, L.R. Dag No. 862, within the local limits of Panihati Municipality, Ward No.35, Holding No. 350 Krishnapur Road, P.S. Ghola, within the jurisdiction of A.D.S.R.O. Sodepur, District - North 24 Parganas, which is morefully described in the First Schedule hereunder below.

AND WHEREAS the present owner is not in a position to construct individual building on such bastu land measuring more or less 01 cottah 08 chittack 05 sq.ft., which is lying and situated at Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172, comprised and contained in R.S. Khatian No. 62, L.R. Khatian No. 351, R.S. Dag No. 374, L.R. Dag No. 862, within the local limits of Panihati Municipality, Ward No.35, Holding No. 350/AKrishnapur Road, P.S. Ghola, within the jurisdiction of A.D.S.R.O. Sodepur, District – North 24 Parganas and the said owner has been thinking of constructing a multi-storied building thereon in the said Holding for his better beneficial use of residential accommodation and other purposes, but due to insufficient technical knowhow and want of required time the said owner could not materialise the same in respect of the said Holding.

AND WHEREAS the owner intends to enter into a Development Agreement for the purpose of construction of a multi-storied building on the piece and parcel of bastu land measuring more or less 01 cottah 08 chittack 05 sq.ft., which is lying and situated at Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172, comprised and contained in R.S. Khatian

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No. 62, L.R. Khatian No. 351, R.S. Dag No. 374, L.R. Dag No. 862, within the local limits of Panihati Municipality, Ward No.35, Holding No. 350/A, Krishnapur Road, P.S. Ghola, within the jurisdiction of A.D.S.R.O. Sodepur, District - North 24 Parganas, knowing from the reliable sources about the aforesaid intention of the said owner, "B.K. CONSTRUCTION (PAN -AAWFB0147R), a Partnership Firm having its Registered Office at 1, Anandalok, Barasat Road, Panihati, P.O. - Sodepur, P.S. - Ghola, District -North 24 Parganas, Kolkata - 700110, West Bengal, represented by its partners (1) SRI BABUL DUTTA (PAN- AOTPD2336R), (Aadhaar No. 2203 8681 9644), son of Late Sukhendu Dutta, by faith - Hindu, by Nationality - Indian, by Occupation- Business, residing at Bhabani Apartment - 2, B-2, School Road Sodepur, P.O. - Sodepur, P.S. - Ghola, District - North 24 Parganas, Kolkata - 700110, West Bengal and (2) SMT. NILA DUTTA (PAN - BUKPD1713J), (Aadhaar No. 5719 4760 6023), wife of Sri Babul Dutta, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at at Bhabani Apartment - 2, B-2, School Road Sodepur, P.O. - Sodepur, P.S. - Ghola, District - North 24 Parganas, Kolkata -700110, West Bengal, hereinafter called and referred to as the 'Developer' herein approached the said owner for constructing a Multi-storied building consisting of several flats in each floor, shops and other spaces on the ground floor on the said Holding which is more fully and particularly described in the first schedule written hereunder and after satisfying the terms and conditions the said owner of the one part has agreed to execute an agreement with the aforesaid developer under the terms and conditions hereunder appearing and the said developer accepted the same.

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AND WHEREAS at or before execution of this Agreement the said owner has represented and assured the said Developer as follows:-

- (i) That the said owner has a full and absolute authority and there is no legal bar or otherwise to enter upon this agreement.
- (ii) Except of the above named owner no one else has any right title, interest, claim or demand in any nature whatsoever and/or howsoever over the said property thereof.
- (iii) There is no notice of acquisition and/or requisition or any case or proceeding either Civil or Criminal nature is/are pending in the respective learned Court in the District 24 Parganas (North) or elsewhere upon the said Holding or any part thereof.
- (iv) The said owner has not entered into any Agreement for sale, transfer, lease, Development Agreement or otherwise for any purpose regarding the said property or any part thereof.
- (v) The said property is free from all encumbrances, charges, liens <u>lispendens</u>, attachments, whatsoever and/or howsoever.

AND WHEREAS relying upon the aforesaid representations made by the said Owner, the said Developer has agreed to enter into this Agreement with the said Owner in respect of the said land under the terms and conditions hereunder appearing.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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# ARTICLE-I COMMENCEMENT

This agreement shall remain in effect on and from signing of this development agreement till Completion and Handing Over of the newly proposed building, subject to fulfilment of all terms and conditions hereunder contained on the part of the Owner and the Developer, the Owner and the Developer herein shall use their good offices for fulfilment and achievement of the said construction, but if it is found either by the Owner or the Developer that after taking their best efforts such fulfilment does not come in force within the period in that occasion time may be extended during the duration of the FORCE MAJEURE. Time in these respects shall be the essence of the contract.

# ARTICLE-II DEFINATIONS

- OWNER: shall mean SRI SUKUMAR PANJA (PAN BJKPP0196E), (Aadhaar No. 9708 0176 8927), son of Panchu Gopal Panja, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at Krishnapur Road, P.O. – Natagarh, P.S. – Ghola, presently Ghola, District – North 24 Parganas, Kolkata – 700113, West Bengal, India and his heirs, successors-in-office, administrators, executors, legal representatives, nominees and assignees as the case may be.
- DEVELOPER: shall mean "B.K. CONSTRUCTION" (PAN-AAWFB0147R), a Partnership Firm having its Registered Office at 1, Anandalok, Barasat Road, Panihati, P.O. Sodepur, P.S. Ghola,

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District – North 24 Parganas, Kolkata – 700110, West Bengal, represented by its partners (1) SRI BABUL DUTTA (PAN-AOTPD2336R), (Aadhaar No. 2203 8681 9644), son of Late Sukhendu Dutta, by faith – Hindu, by Nationality – Indian, by Occupation-Business, residing at Bhabani Apartment– 2, B-2, School Road Sodepur, P.O. – Sodepur, P.S.– Ghola, District– North 24 Parganas, Kolkata–700110, West Bengal and (2) SMT. NILA DUTTA (PAN – BUKPD1713J), (Aadhaar No. 5719 4760 6023), wife of Sri Babul Dutta, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Bhabani Apartment – 2, B-2, School Road Sodepur, P.O. – Sodepur, P.S. – Ghola, District – North 24 Parganas, Kolkata – 700110, West Bengal and their heirs, successors-in-office, administrators, executors, legal representatives, nominees and assignees as the case may be.

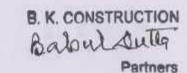
3. LAND & HOLDING: shall mean ALL THAT piece and parcel of bastu land measuring more or less 01 cottah 08 chittack 05 sq.ft., which is lying and situated at Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172, comprised and contained in R.S. Khatian No. 62, L.R. Khatian No. 351, R.S. Dag No. 374, L.R. Dag No. 862, within the local limits of Panihati Municipality, Ward No.35, Holding No. 350, Krishnapur Road, P.S. Ghola, within the jurisdiction of A.D.S.R.O. Sodepur, District - North 24 Parganas, which is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and for the sake of brevity hereinafter referred to as 'the said Premises'.

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- 4. BUILDING: shall mean a building which shall be constructed in accordance with building plan or plans and shall include other spaces intended for the use and enjoyment in common amongst the apartment Owner at the said newly proposed building as shall be constructed as per sanctioned Building Plan to be obtained from The Panihati Municipality and the name of the building shall be "SIMA APARTMENT".
- 5. FLOOR AREA RATIO: shall mean constructed area available for the purpose of getting sanctioned plan of the newly proposed building from The Panihati Municipality for construction purpose at the said premises as per the amended building regulation under The Municipal Act.
- 6 COMMON FACILITIES AND AREA: shall include passage, ways, landing, lobbies stair-case, Two Wheeler Garage, lift, roof, water pump and other spaces and facilities whatsoever necessary for the establishment provisions maintenance and/or management of the newly proposed building and/or common facilities or any of them thereon as the case may be.
- 7 SALEABLE SPACE: shall mean the space of the Developer's allocation in the newly proposed building, which is available for independent use and occupation after making due provisions for Owner's Allocation and common facilities and the space required therefore.
- 8 PROPORTIONATE OR PROPORTIONATELY: shall mean the proportion which the super built up area of any Unit be to the super built up area of all the Units in the said Building PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common

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expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e. case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective Units by the Co-owner respectively.

- OWNER'S ALLOCATION: shall mean that the Developer will give one Residential Flat/Unit measuring Covered area more or less 400 sq.ft. on the Third Floor North-East side.
- 10. DEVELOPER'S ALLOCATION: shall mean Developer shall get remaining constructional area after the owner's allocation from Ground Floor to Top Floor in respect of Municipal Holding No.350 Krishnapur Road, Ward No: 35 under the Panihati Municipality, Police Station: Ghola, Dist: North 24 Parganas, the particular of such premises more fully described in the FIRST SCHEDULE hereunder written with Common facilities areas, utilities and civic amenities as to be provided in the newly constructed building at the said premises to be constructed as per specification given in the SECOND SCHEDULE herein below written.
  - 11. ARCHITECT/LICENSED BUILDING SURVEYOR: shall mean any qualified person or persons and/or firm or firms appointed or nominated by the Developer for design and planning of the newly proposed building to be constructed at the said premises.
  - 12. BUILDING PLAN: shall mean the plan or plans to be prepared by the registered Architect for construction of the newly proposed building to be sanctioned by The Panihati Municipality and shall include by amendments thereto and improvement thereon and/or modification thereof.

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- 13. TRANSFER: with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transferred of space in the newly constructed building to the intending Purchaser(s) thereof.
- 14. TRANSFEREE: shall mean a person, persons, firm, association to whom any space in the said newly proposed building at the said premises to be transferred by virtue of these presents.
- 15. WORD: imparting singular shall include plural and vice versa.
- MASCULINE: shall include the feminine and neuter gender and vice versa.
- 17. ROOF: shall mean and include the roof of the entire building excluding the space required for installation of overhead water tank, other commercial use for Developer, staircase, covered spaces at the top of the building and required balance vacate space will be in use for common purpose.

## ARTICLE-III

## OWNER'S RIGHT & REPRESENTATION

- 3.1 The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises as free simple in possession.
- 3.2 The Owner shall execute proper conveyances in favour of the purchaser to be nominated by the Developer in which the Owner shall make such other person or persons, if any, join, if necessary as convincing, confirming or assuring party or parties as the case may be to pass and convey an absolute title unto the purchaser without any financial and/or other liabilities whatsoever between the developer and

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intending purchasers or to redeem any charges or encumbrances regard to title to the premises.

- 3.3 Save and except as herein before mentioned, the said premises is free from all encumbrances and the Owner has a marketable title in respect of the premises.
- 3.4 On before commencement of the continuation works of foundation of the proposed new multi storied building, the <u>owner shall handover to</u> the <u>Developer all original</u> Deeds, Chain Deeds, B.L. & L.R.O. Record of Right, Mutation Certificate and such original documents and the Developer shall handover the same to the Secretary of the Flat Owner's Committee to be formed after completion of the building.
- 3.5 The owner hereby agrees that the Developer may sanction the building plans and revise building plans from the Panihati Municipality as per sole discretion of the Developer.

# ARTICLE-IV DEVELOPER'S RIGHT

- 4.1 The owner hereby grant subject to what has been herein under provided exclusive right to the Developer to develop and construct building at the said Holding in accordance with present rule of local authority. If there is any violation, Developer will be responsible and the Owner will not be liable to pay any compensation to the Panihati Municipality or any other authority for the work of construction by the Developer.
- 4.2 All applications plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plans from the appropriate authority, shall be prepared and

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submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all costs charges and expenses required to be paid or deposited for obtaining sanction of the building plan and development of the said premises and the Owner shall have no responsibilities to bear any cost whatsoever.

4.3 That save and except the Owner's allotted portion the Developer has full right to execute any agreement for sale, transfer and convey from the Developer's allocation for residential and commercial purposes according to its own choice.

# ARTICLE-V DEVELOPER'S OBLIGATIONS

- 5.1 The Developer will complete the construction work within 36 (Thirty Six) months from the date of sanctioned Building Plan and hand over the possession of owner's allocation.
- 5.2 The Developer shall bear all costs and expenses including stamp fees Registration charges, Advocate's fees and other incidental charges towards Developer allotted areas and the Owner shall have no financial liabilities in whatsoever nature to Developer's allotted areas and the Developer shall keep indemnified and saved harmless the owner from such costs and expenses.
- 5.3 The Developer shall sanction revised building Plans and commence erection and construction of the building and shall complete the said building in fully habitable condition in all respects including obtaining

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completion/occupancy certificate thereof from The Panihati Municipality as per law latest within 36 months from the date sanction of revised building plans from Panihati Municipality unless prevented by natural calamity, riot, civil commotion statutory preventive orders or on any other ground or grounds, beyond immediate control of the developer.

- 5.4 The building that shall be created, constructed and completed by the Developer shall consist of the specification provided in SECOND SCHEDULE hereunder written and all flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities, accordingly, Under no circumstances, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said Owner's allocated portion, complete in all respect.
- 5.5 All costs, charges, fees, called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage for the building shall be paid and borne by the Developer and the owner has no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses of whatsoever nature relating to and/or arising there from in any manner whatsoever. The owner shall pay Rs.25,000/- (Rupees Twenty Five Thousand) only for electric connection of his flat and Rs.35,000/- (Rupees Thirty Five Thousand) only for Lift charges and shall also pay all taxes as required by Govt., quasi Govt., Municipality in future.



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- 5.6 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licences, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer shall at his own costs and expenses, cause to be required for timely supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein. All Building materials, fittings and fixtures as per Second Schedule hereunder written shall be paid and borne by the Developer.
- 5.7 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinafter) or any part thereof, the Developer shall fully comply with, observe, fulfil and perform the requirements under the law and while incorporating and ensure fulfil and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the owner shall not be responsible or liable for any commitments that may be made by the Developer.
- 5.8 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person

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or persons or property or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising there from shall be attended to defend, prosecute and comply with and face by the Developer at their own costs and expenses and shall keep the Owner indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

- 5.9 The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage connection, electricity connection with points etc. as well as common areas and facilities and make the same fully habitable for user as per law within 36 months from the date of Sanction building plan save and except for the reasons mentioned hereinabove.
- 5.10 For any deviation in the building at the time of construction as per definition here in above, the Owner shall not have any responsibility of payment of any kind of extra charges for this and the developer shall bear entire cost of expenditure to complete the construction and obtain the Completion Certificate from the Panihati Municipality.
- 5.11 The Developer will provide the completion certificate as per the subject of the approval of the concerned Panihati Municipality.

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### ARTICLE-VI

## OWNER'S OBLIGATIONS

- 6.1 The owner shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- 6.2 During the subsistence of this Agreement, the owner shall not in any manner whatsoever encumber the said demarcated and specified portion of the said premises or any part thereof nor shall enter into any other Agreement or obligation of whatsoever nature with any other party or parties in respect of Developer's allocation.
- On and from the date of service of notice of completion of the said building by the Developer and in particular the Owner's allocated portions and until separate mutation and assessment the Owner shall be responsible and liable to pay proportionate rates and taxes, levies, impositions and outgoing whatsoever payable in respect of the said Owner's allocation and every part thereof. In addition thereto the Owner shall also be responsible and liable to pay and bear the proportionate part or share of all cost, charges levies, impositions and expenses relating to common areas and facilities towards its maintenance and up-keep of the said premises.

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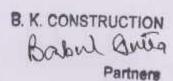
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# A RTICLE-VII CONSIDERATION

- 7.1 The land upon which the said building shall be erected and constructed and appurtenant there to as also the common areas facilities to be provided for and/or at the said building shall always remain common impartible, indefeasible and undivided and the Owner shall be at liberty to deal with his allocated portions together with the undivided proportionate share or interest in the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with their allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.
- 7.2 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof shall be prepared by the Developer at their own cost and expenses and the Owner shall only execute Indenture of Conveyance(s) in respect of undivided proportionate share of land underneath attributable to the Developer allocation unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein. All expenses in connection with Registration, Stamp fee etc. will be borne by the Developer.
- 7.3 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any agreement relating to their

Contd......P/21



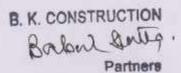
Ella Maray

allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required Indenture in respect of undivided proportionate share of land attributable to the developers allocation unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto shall be paid and borne by the Developer and/or its nominee or nominees, as the case may be.

# ARTICLE-VIII COMMON OBLIGATIONS

- 8 On and from the date of completion of the Building in accordance with the Building plan, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.
- a. To pay punctually and regularly for their respective allocations all rates, taxes levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default.

Contd......P/22



Charles Andrew

- b. Until installation of separate meters for supply of electrical energy at the respective units/flats to pay charges for consumption of electrical energy consumed in the said respective units/flats and proportionate part of common areas and facilities within the time as may be stipulated.
- c. To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up keep of the premises.
- d. Not to create any disturbance or annoyance either to the other cooccupiers of the Building or to the neighbours.
- e. Not to do or permit to be done any acts, deeds or things which may prejudice the insurance cover of the building.
- Not to claim any additional right save and except provided in writings.

# ARTICLE-IX MISCELLANEOUS

This Agreement shall always be treated as an agreement by and between 'Principal' to 'Principal'. The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as Partnership between the Owner and the Developer or an Association of persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.

It is understood that from time to time to facilitate the construction of the building by the developer various acts, deeds matters and things which have

Contd......P/23

8. K. CONSTRUCTION

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not herein specified may be required to be done executed and performed and for which the Developer shall require adequate powers and authorities from the owner and for such matters, the owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the owner and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

# ARTICLE-X FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the 'FORCE MAJEURE 'and shall be suspended from the obligation during the duration of the FORCE MAJEURE or any other reason beyond the immediate control of the Developer.

# ARTICLE-XI JURISDICTION

The High Court at Calcutta and its subordinate Courts of Kolkata shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the Parties hereto.

# FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring more or less 01 (one) cottah 08 (eight) chittack 05 (five) sq.ft., which is lying and situated at

Contd......P/24

B. K. CONSTRUCTION

District C

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Mouza - Krishnapur, J.L. No. 16, Re.Su. No. 75, Touzi No. 172, comprised and contained in R.S. Khatian No. 62, L.R. Khatian No. 351, R.S. Dag No. 374, L.R. Dag No. 862 (eight hundred sixty two), within the local limits of Panihati Municipality, Ward No.35, Holding No. 350/AKrishnapur Road, P.S. Ghola, within the jurisdiction of A.D.S.R.O. Sodepur, District – North 24 Parganas, which is butted and bounded by:-

ON THE NORTH:

H/o. B. Das.

ON THE SOUTH:

6' -0" ft. wide Common Passage.

ON THE EAST :

6' -0" ft. wide Common Passage then Lot '3'.

ON THE WEST :

Krishnapur Road.

# SECOND SCHEDULE ABOVE REFERRED TO

(The building in general shall be constructed as per sanctioned

Building plan.)

Structure

R.C.C. frame structure with individual

combined footing Foundation.

Walls

- :: a) All external walls of all floors will be 5" with bricks with Cement mortar and partition walls 3" thick.
  - b) All wall between two flats and between stair will be 5". Thick with good quality picked bricks with Cement mortar.
  - c) All inner walls will be 3" Thick brick work with good quality picked bricks with iron net after every fourth layer with Cement mortar.

Contd......P/25

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B. K. CONSTRUCTION
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Partners

-:: 25 ::-

Flooring

All floors and balcony will be finished with Tiles with

3" skirting.

Door and Window

All door frame will be of wood 3" x 3", all doors will be flash doors 32 mm thick. All windows will be made of Sliding Aluminum with glass fittings and M.S. grills.

Wall finishing

Plaster of Putty inside of flats.

Roof and terrace

Roof regrading with cement concrete 4:2:1 of Av. 1"

thickness.

Kitchen

Cooking platform will be finished with Black Stone, fitted with one sink and Water tap, with glaze tiles up to

2'-0" height from cooking platform.

Toilet

Toilet will be marble floored and the wall will be covered by glazed tiles measuring to a height of 6' on all sides English Commode of white colour and one pallah door made of P.V.C. and shall provide two taps

and one shower.

### **ELECTRIFICATION:-**

a) General

: Internal conceal wiring with copper wires of

: required dia PVC pipes. Piano Switch of good

quality for single BHK 14 points,

for double BHK 18 points and three BHK 22

points without fitting and fixtures.

Water supply

Submersible Pump well with pumping arrangement to

overhead Reservoir.

Maintenance

A body shall be formed by the Owner of all the flats of the said apartment and such body shall look after the overall maintenance of the apartment. The said body of association shall be controlled by the members forming the said body. And all expenses for formation of registered/unregistered association shall be borne by the owner of flats, shops, garages.

Contd......P/26

B. K. CONSTRUCTION Balow Dutes

IN WITNESSES WHEREOF the parties hereto set and subscribed their respective hands and seals on the day, month and year first above written.

### SIGNED, SEALED AND DELIVERED

by the OWNER at Kolkata

In presence of:

1. SIX Serman Barrol Kpore, ps. Titagarin

2 BK Sopan

Basseacu Pose P.S. Titagurah

Dipta Acharya
Advocate

Barrackpore Court

Enrollment No. - 448 512/2009

5. K. Construction

Babul Ontes

3. K. Construction

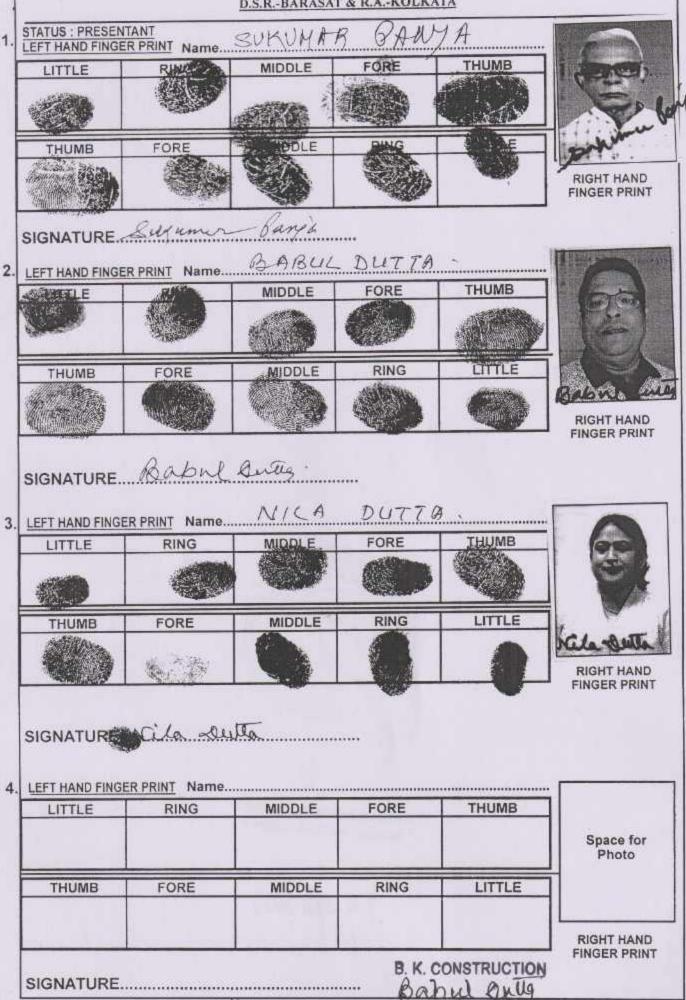
Nila south

Partner

(Signature of the Developer)

B. K. CONSTRUCTION

## OFFICES OF THE A.D.S.R.-DISTRICT NORTH 24 PARGANAS D.S.R.-BARASAT & R.A.-KOLKATA





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



[Query No/\*/Query Year]



GRN Details			
GRN:	192022230258181721	Payment Mode:	Online Payment
GRN Date:	18/01/2023 12:58:52	Bank/Gateway:	Union Bank of India
BRN:	515170101	BRN Date:	18/01/2023 12:59:36
GRIPS Payment ID:	180120232025818171	Payment Init. Date:	18/01/2023 12:58:52
Payment Status:	Successful	Payment Ref. No:	2000146003/1/2023

# Depositor Details

Depositor's Name:

Sk Suman

Address:

Mohanpur, Barrackpore

Mobile:

9804649052

EMail:

suman768696@gmail.com

Depositor Status:

Others

Query No:

2000146003

Applicant's Name:

Mr S R Dutta

Identification No:

2000146003/1/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy): 18/01/2023 Period To (dd/mm/yyyy): 18/01/2023

### Payment Details

Sl. No.	Payment Ref No	Head of A/C  Description	Head of A/C	Amount (₹)
1	2000146003/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2000146003/1/2023	Property Registration-Registration Fees	0030-03-104-001-16	21

IN WORDS: FORTY ONE ONLY.

B. K. CONSTRUCTION
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Partners

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# Major Information of the Deed

A CONTRACTOR OF THE PERSON NAMED IN COLUMN NAM	1. 4504 00242/2023	Date of Registration 11 18/01/2023		
Deed No:	1-1524-00343/2023	Office where deed is registered		
Query No / Year	1524-2000146003/2023			
Query Date	17/01/2023 7:48:01 PM	A.D.S.R. SODEPUR, District: North 24-Parganas		
Applicant Name, Address & Other Details	S R Dutta Barrackpore Court, Thana : Barra Mobile No. : 8420543348, Status	ackpore, District : North 24-Parganas, WEST BENGAL, s :Advocate		
_ www.sali.u.co.lina	AND 10 10 10 10 10 10 10 10 10 10 10 10 10	Additional Transaction		
Transaction [0110] Sale, Development Agreement or Construction agreement Set Forth value		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
		Rs. 12,10,453/-		
Stampduty Paid(SD)		Rs. 21/- (Article:E, E)		
Rs. 5,020/- (Article:48(g))	-7	13. 21 Curbant for issuing the assement slip (Urban		
Remarks	Received Rs. 50/- (FIFTY only area)	y ) from the applicant for issuing the assement slip.(Urban		

# Land Details:

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Krishnapur Road, Mouza: Krishnapur, , Ward No: 35, Holding No: 350/a Jl No: 16, Pin Code: 700113

Sch	Plot Number	Khatlan Number	'Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Value (In Rs.)	Other Details
	LR-862 (RS :- )		Bastu	Bastu	1 Katha 8 Chatak 5 Sq Ft			Width of Approach Road: 19 Ft., Adjacent to Metal Road,
		Total:	-		2.4865Dec	0 /-	12,10,453 /-	

B. K. CONSTRUCTION

### Land Lord Details: Name, Address, Photo, Finger print and Signature No Signature Finger Print Photo 1 Shri Sukumar Panja (Presentant) Son of Late Panchu Gopal Dunmer Bays Panja Executed by: Self, Date of Execution: 18/01/2023 , Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office 18/01/2023 18/01/2023

, Krishnapur Road, City:-, P.O:- Natagarh, P.S:-Ghola, District:-North24-Parganas, West Bengal, India, PIN:- 700113 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BJxxxxxx6E, Aadhaar No: 97xxxxxxxx8927, Status:Individual, Executed by: Self, Date of Execution: 18/01/2023

, Admitted by: Self, Date of Admission: 18/01/2023 ,Place : Office

Developer Details:

SI	Name, Address, Photo, Finger print and Signature
1	B.K. Construction  1. Anandalok, Barasat Road, City:-, P.O:- Sodepur, P.S:-Sodepur, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, PAN No.:: AAxxxxxx7R, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	Shri Babul Dutta Son of Late Sukhendu Dutta Date of Execution - 18/01/2023, Admitted by: Self, Date of Admission: 18/01/2023, Place of Admission of Execution: Office			Bobol and
		Jan 18 2023 3:39PM	LTI 18/01/2023	- SODEPUR, P.S:-Khardaha, Distric

B. K. CONSTRUCTION

BALOW ANII

Partners

#### Finger Print Photo Name Smt Nila Dutta Wife of Shri Babul Dutta Date of Execution -Note white 18/01/2023, , Admitted by: Self, Date of Admission: 18/01/2023, Place of Admission of Execution: Office 18/01/2023 Jan 18 2023 3:40PM

, BHABANI APARTMENT -2, B-2, SCHOOL ROAD, City:- , P.O:- SODEPUR, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BUxxxxxx3J, Aadhaar No: 57xxxxxxxx6023 Status : Representative, Representative of : B.K. Construction (as Partner)

## Identifier Details:

Identifier Details :	Photo	Finger Print	Signature
Sk Sohan Son of Sk Sher Ali , Mohanpur, City:- , P.O:- Sewli Telinipara, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700121			Qu. s.k-n
	18/01/2023	18/01/2023	18/01/2023

property for L1	(At was A south
	To. with area (Name-Area)
	B.K. Construction-2,48646 Dec
	m Sukumar Panja

# Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Krishnapur Road, Mouza: Krishnapur, ,

/ard No: 35, Holding No:350/a Jl No: 16 Sch Plot & Khatian No Number		Details Of Land	Owner name in English as selected by Applicant	
		C	Shri Sukumar Panja	
L1	LR Plot No:- 862, LR Khatian No:- 351	Owner:রিলা রায় চৌধুরী ., Gurdian:পাঁচু মোহন চৌধুরী, Address:নিজ , Classification:বাত, Area:0.03000000 Acre,		

B. K. CONSTRUCTION Brond Duty Endorsement For Deed Number: I - 152400343 / 2023

## On 18-01-2023

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

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

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

Presented for registration at 15:33 hrs on 18-01-2023, at the Office of the A.D.S.R. SODEPUR by Shri Sukumar Panja ,Executant.

# 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 12,10,453/-

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

Execution is admitted on 18/01/2023 by Shri Sukumar Panja, Son of Late Panchu Gopal Panja, , Krishnapur Road, P.O. Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by Profession Business

Indetified by Sk Sohan, . , Son of Sk Sher Ali, , Mohanpur, P.O: Sewli Telinipara, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Muslim, by profession Business

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

Execution is admitted on 18-01-2023 by Shri Babul Dutta, Partner, B.K. Construction (Partnership Firm), , 1, Anandalok, Barasat Road, City:-, P.O:- Sodepur, P.S:-Sodepur, District:-North 24-Parganas, West Bengal, India, PIN:-

Indetified by Sk Sohan, , , Son of Sk Sher Ali, , Mohanpur, P.O: Sewli Telinipara, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Muslim, by profession Business

Execution is admitted on 18-01-2023 by Smt Nila Dutta, Partner, B.K. Construction (Partnership Firm), , 1, Anandalok, Barasat Road, City:-, P.O:- Sodepur, P.S:-Sodepur, District:-North 24-Parganas, West Bengal, India, PIN:- 700119

Indetified by Sk Sohan, . , Son of Sk Sher Ali, , Mohanpur, P.O: Sewli Telinipara, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Muslim, by profession Business

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2023 12:59PM with Govt. Ref. No: 192022230258181721 on 18-01-2023, Amount Rs: 21/-, Bank: Union Bank of India ( UBIN0530166), Ref. No. 515170101 on 18-01-2023, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 20/-

Description of Stamp

1 Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 4223, Amount: Rs.5,000.00/-, Date of Purchase: 23/12/2022, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2023 12:59PM with Govt. Ref. No: 192022230258181721 on 18-01-2023, Amount Rs: 20/-, Bank: Union Bank of India ( UBIN0530166), Ref. No. 515170101 on 18-01-2023, Head of Account 0030-02-103-003-02

Plulala

Debjani Haldar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR North 24-Parganas, West Bengal

B. K. CONSTRUCTION Balone Duis Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1524-2023, Page from 34004 to 34039

being No 152400343 for the year 2023.



Digitally signed by DEBJANI HALDER Date: 2023.01.19 16:54:58 +05:30 Reason: Digital Signing of Deed.

Mulely

(Debjani Haldar) 2023/01/19 04:54:58 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.

> B. K. CONSTRUCTION Babul Dates Partners

(This document is digitally signed.)