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भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

AR 428839

29.05.24
Cert No 21315924

certified that the document is a genuine
registration. The signature sheet and
the stamp sheet are attached with this
document and are original documents.

X
District 3.0 Register-1
Alipore, Kolkata 24-pargana

29-05-2024

DEVELOPMENT AGREEMENT
WITH
DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT made on this the 29th day of May, 2024 (Two
Thousand Twenty Four)

BETWEEN

28 MAY 2024

37086

No.....₹ 100/- Date.....

Name :SUBRATA ROY

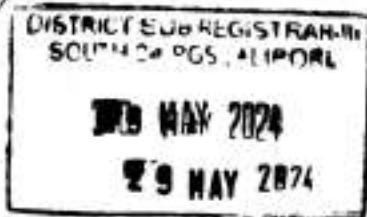
Address :10, ARJUN PARK, KOLKATA - 700099

Vendor :Alipore Collectorate, 24Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOL-77



I identified by me

Tu rayy Prameen

8/0 - Ram Ch. Prameen

1111 - Subhankar Roy

PS - Magraheni

PII - 243355

SMT BANDANA MUKHERJEE alias SMT BANDANA MUKHOPADHYAY, (PAN No. AGJPM9386Q), (AADHAAR No. 363249825197), (MOBILE No. 7003257300) wife of Sri Bimal Kumar Mukhopadhyay by faith Hindu, by Occupation- House Wife, Nationality- Indian, residing at 15, Mayfair Road, Post Office Ballygunge, Police Station- Karaya, Kolkata- 700019 hereinafter called and referred as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators and representatives and/or assigns) of the **FIRST PART**

AND

A.K. ENTERPRISE (PAN No. ACFFA7841L) a partnership firm having its office at 10, Arjun Park, Mukundapur, Police Station- previously Sonarpur at Present Narendrapur, Kolkata-700152, District South- 24 Parganas represented by its Partners namely **SRI (1) SUBRATA ROY, (PAN No. APEPR3015D), (AADHAAR No. 908143167843), (MOBILE No. 9830553345)** son of Late Amal Roy, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at 10, Arjun Park, Post Office - Mukundapur, Police Station- Purba Jadavpur, Kolkata - 700099, District - South 24 Parganas (2)**SMT. DIPTI ROY (PAN No. BIJPR3344A), (AADHAAR No. 3744 3448 6281), (MOBILE No. 9143028583)** daughter of Late Amal Roy, by Occupation Housewife, residing at residing at Arjun Park, Post Office-Mukundapur, Police Station- Purba Jadavpur, Kolkata-700099, District South- 24 Parganas hereinafter referred to as the "DEVELOPER"(which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, successors, nominees and representatives and/or assigns) of the **OTHER PART**

WHEREAS one Arjun Porel was the Owner of the land measuring 6.87 acres lying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, ParganaKhaspur, R.S. No. 3, Kahtian No. 89, Dag no. 137, the then Police Station- Tollygunge, the then District 24-Parganas by way of inheritance.

AND WHEREAS while seized and possessed of the property the above mentioned property by the said Arjun Porel due to his personal reason sold, transfer and conveyed their right, title and interest in respect of the land measuring 1 Bigha land out of his total land to Smt. Pratima Gangopadhyay of 106/F, Janiens Road, Police Station Liluah, District Howrah by a Deed of Conveyance which was executed and registered on 16.04.1980 in the Office of District Sub-Registrar, Alipore, 24- Parganas, and recorded in Book No.-I, Volume No. 62, Pages from 161 to 165 , Being No. 1775 for the year 1980 for a consideration mentioned therein.

AND WHEREAS while seized and possessed of the land measuring 1 Bighaslying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, ParganaKhaspur, R.S. No. 3, Kahtian No. 89, Dag no. 137, the then Police Station- Tollygunge , the then District 24-Parganas by the said Smt. Pratima Gangopadhyay of 106/F, Janiens Road, Police Station Liluah, District Howrah due to her personal reason sold, transfer and conveyed her right, title and interest in respect of the land measuring 3 (Three) 8 (Eight) Chittakslying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, ParganaKhaspur, R.S. No. 3, Kahtian No. 89, Dag No. 137, the then Police Station- Kasba, the then District 24-Parganas through her constituted Attorney Sri NirmalKantiChowdhury, son of Late Sudhendra Mohan Chwodhury of 10, Rajkrishna Paul Lane, Police Station Kasba, Kolkata-700075 to the Present Owner (Bandana Mukherjee alias Bandana Mukhapodhyay) by a

Deed of Conveyance which was executed and registered on 5th day of January, 1987 in the Office of District Sub-Registrar, Alipore, 24- Parganas, and recorded in Book No.-I, Being No. 126 for the year 1987 for a consideration mentioned therein.

AND WHEREAS that the present Owner after the purchase of **ALL THAT** piece and parcel of land measuring 3 (Three) 8 (Eight) Chittaksland lying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, ParganaKhaspur, R.S. No. 3, Kahtian No. 89, Dag no. 137, within the jurisdiction of K.M.C. Ward No. 109, mutated her name in respect of her property before The Kolkata Municipal Corporation known and numbered as K.M.C. Premises No. 1303, Nayabad, being Assessee No. 31-109-08-1303-5, within K.M.C. Ward No. 109, Kolkata 700099 , Police StationKasba now Purbajadavpur District South 24- Parganas and also mutated her name in the record of B.L & L.R.O, Kasba and got the L.R. Khatian No. 2651 land measuring 3 (Three) 8 (Eight) Chittaksin her name. It is pertinent to mention here that the Owner also apply for Conversion of land from Shali to Bastu and as per order of the Block Land & Land Reforms Office Converted the said land from Shali to Bastu.

AND WHEREAS the present Owner is the absolute Owner of **ALL THAT** piece and parcel of land measuring 3 (Three) 8 (Eight) Chittaksland lying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, ParganaKhaspur, R.S. No. 3, R.S. Kahtian No. 89, L.R. Khatian No. 2651, R.S. & L.R. Dag No. 137,K.M.C. Premises No. 1303, Nayabad, being **Assessee No. 31-109-08-1303-5**, within K.M.C. Ward No. 109, Kolkata 700099, Police Station Purba Jadavpur District South 24- Parganas hereinafter referred to as "**the said Premises**" more fully and particularly described in the **SCHEDULE-“A”** hereunder written.

AND WHEREAS the said Property is absolutely free from all encumbrances, attachments, liens, lispendence, debattor, pirrattor, trust, vest, no Notice of Requisition and Acquisition has been served upon the Owner and/or the said property has not been affected by way of Order of the Court of law for selling and/or alienating the same, the Owner have absolute authority to deal with the Property more fully described in the **SCHEDULE-“A”** hereunder written , and the Owner hereby declare that the Owner have full Power and absolute authority to enter into this Agreement .

AND WHEREAS the Owner of the First Part is desirous of developing the said Property by Construction of new building for residential purpose but due to insufficient of fund and lack of knowledge, the Owner herein while searching a Developers for Construction of a new building, the Other Part herein being informed about the intention of the Owner approached the Owner to Construct a new Building and the Owner being convinced with said approached accepted the Developers' proposal with the following terms conditions as are mentioned hereinafter.

NOW THIS AGREEMET WITNESSETH and it is hereby agreed and declared by and between the **PARTIES** as follows:-

ARTICLE-I
DEFINITIONS

1. Unless in these presents, it is repugnant to or inconsistent with the context:-
2. **SMT BANDANA MUKHERJEE alias SMT BANDANA MUKHOPADHYAY, (PAN No. AGJPM9386Q), (AADHAAR No.363249825197)**, wife of Sri Bimal Kumar Mukhopadhyay by faith Hindu, by Occupation- House Wife, Nationality- Indian, residing at 15, Mayfair Road, Post Office Ballygunge, Police Station- Karaya, Kolkata- 700019

hereinafter called and referred as the "OWNER" the Party of the **FIRST PART** and shall include her heirs, executors, administrators and representatives and/or assigns.

B. DEVELOPER: shall A.K. ENTERPRISE (PAN No.ACFFA7841L) a partnership firm having its office at 10, Arjun Park, Mukundapur, Police Station- previously Sonarpur at Present Narendrapur, Kolkata-700152, District South- 24 Parganas represented by its Partners namely SRI (1) SUBRATA ROY, (PAN No. APEPR3015D), (AADHAAR No.908143167843), son of Late Amal Roy, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at 10, Arjun Park, Post Office - Mukundapur, Police Station- Purba Jadavpur, Kolkata - 700099, District - South 24 Parganas (2)SMT. DIPTI ROY, (PAN No. BIJPR3344A), (AADHAAR No.3744 3448 6281), daughter of Late Amal Roy, by Occupation Business, residing at residing at Arjun Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata-700099, District South- 24 Parganas hereinafter referred to as the "DEVELOPER" include its heirs, executors, administrators, successors, nominees and representatives and/or assigns.

SAID PREMISES shall mean **ALL THAT** piece and parcel of land measuring 3 (Three) 8 (Eight) Chittaks land lying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, ParganaKhaspur, R.S. No. 3, R.S. Kahtian No. 89, L.R. Khatian No. 2651, R.S. & L.R. Dag No. 137, K.M.C. Premises No. 1303, Nayabad, being Assessee No. 31-109-08-1303-5, within K.M.C. Ward No. 109, Kolkata 700099, Police Station PurbaJadavpur District South 24- Parganas more fully and particularly described in the **SCHEDULE-“A”** written herein below.

C. BUILDING: A proposed straight G+ IVstoried Building having only of the said Building strictly as per Building Plan to be sanctioned by the Kolkata Municipal Corporation.

D. PLANS: shall mean the Building Plans of a straight three storied Building to be sanctioned by The Kolkata Municipal Corporation in the names of the Owner of the First Part at the costs and expenses and guidance of the Developers for the construction of building in the said Premises and shall include such additions, alteration and modification as may make subsequently upon sanction by the Kolkata Municipal Corporation.

E. COMMON FACILITIES AND AMENITIES: shall mean and include stairways, water pumps, overhead and underground water reservoirs provided in the building in the said Premises for common enjoyment of all the Buyers/Occupants

F. OWNER'S ALLOCATION: Owner shall get entire Second Floor and One Flat on the Third Floor Western Side Car Parking Space measuring about 270 Sq.ft. Super built up area on the Ground Floor of the said proposed G+ IV storied Building upon the said K.M.C. Premises No. 1303, Nayabad, Kolkata 700099 and the Owner shall also be entitled to the undivided proportionate share, right, title and interest in the land of the said Premises as well as the common areas and facilities in the said Premises.

G. DEVELOPER'S ALLOCATION: Developer shall get remaining construction area after handing over the Owner's allocation together with proportionate share of land and common area, facilities and amenities including the open spaces of the Premises, which shall be ultimately conveyed by the Owner **FIRST PART** to the Developers nominated person or persons.

2. That the Owner do hereby appoint, authorize and nominate and empower the said Developers to act as Developer of the said property and at the costs to be borne and

incurred by the said Developer to have prepared and sanctioned a building Plan duly sanctioned by The Kolkata Municipal Corporation.

3. That the Developer shall be always entitled to enter into the said property and to have the same surveyed and measured with the help of their men, laborers, technical persons etc. and soil therefore tested as and if required under the Building Rules and have a Building Plan prepared by a qualified Architect / Engineer/Surveyor.
4.
 - i) That the Developer shall be entitled to sign in the name of and on behalf of the Owner and submit the Plan and enter into all correspondence and make representation before the Kolkata Municipal Corporation Authorities and appear before them and do all necessary acts , deeds ant things in that, behalf and pay all fees and charges for getting the proposed straight three storied Building Plan prepared and also obtain and received the Sanctioned Plan from the Kolkata Municipal Corporation and for that purpose to sign and grant receipts.
 - ii) That after necessary discussion by and between the Owner and the Developer herein, it is mutually settled by and between them that, all pending issues including payment of outstanding/arrear Municipal Taxes and/or other necessary imposition in relation to the said Premises shall be resolved and/or born by the Owner herein, by making necessary payments in relation thereto with immediate effects and after execution of the Development Agreement by and between the Parties herein the Developer shall bear all the municipal taxes. The Developer shall not bear any arrear or outstanding Municipal Taxes in respect to the said Premises.

5. That upon the Plan being sanctioned, the Developer agrees to construct the construction of the said Building and use slandered materials of the size and specification stated in the Sanctioned Plan.
6. That the said Owner do hereby agree to indemnify and keep the Developer duly indemnified against all defects in title of the said Owner and against all claims, demands, liabilities, if any, of any third party against the said Premises and/or against the said Owner and also against any actions, charges, liens, claims encumbrances and mortgage or any third party claim in the said Premises and in case of any such problems or claims it will be of the option of the Developer to cancel this Agreement and demand its investments in the said project and **TO HAVE AND HOLD** a charge on the Owner's Allocation and in the land of the said Premises until the demand of the Developer is not settled and paid and/or until the said problems and claims are not satisfied by the Owner.
7. That the Developer hereby undertakes to keep the Owner indemnified against all third party claims and claims and actions arising out of any sort of act or commission of the Developer in relation to the making of construction of the said building.
8. That the Owner hereby agree, undertakes and confirm that the Developer shall be entitled to construct and complete the building on the land of the said Premises and retain, enjoy and deal with and transfer the Developer's Allocation **TOGETHER WITH** undivided share in the land of the said Premises attributable to the said Developer's Allocation without any interruption, objection, disputes, interference, hindrance of the said Owner and that the appointment of the said Developer as '**DEVELOPER's** of the said Premises and the rights of the said Developer to construct the said building in terms

of the Agreement shall always be irrevocable on the part of the Owner. It is however agreed by the Developer that the Developer shall not deliver up the possession of Developer's Allocation to Third Party without First delivering up the possession of the Owner's Allocation to the Owner within the notice period of 30(thirty) days.

9. That the Owner shall handover all original copies of the original title deeds of the said Premises to the custody of the Developer herein, free from all encumbrances, charges, liabilities and the Owner shall not deal with the same in any manner and shall not deposit the same for securing any money claim and the Developer herein, shall always allow the Developer to have inspection of the said documents as and when required for establishing and proving the title of the said Owner. It is recorded that, true photocopy authentic copies of the said title deeds has already been given to the Developer. In case of necessity the Developer herein, shall be bound to provide all original copies of Deeds, Documents, Certificate, and Receipts before the Competent Authority as and when asked by the Developer. It is also agreed the original Sanctioned Building Plan after obtaining from the Kolkata Municipal Corporation shall be in the custody of the Said Developer and Owner will get a copy of the said Sanctioned Plan for their own satisfaction and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said Plan prepared and Sanctioned.

10. That it is agreed that, the Owner shall also from time to time sign all other documents and execute, register the same at the cost and expenses of the Developer and shall also sign, application as may be necessary from time to time for the purpose of getting the Building Plan Sanctioned and for the development of the said Premises and construction

of the new straight three storied Building on the land of the Schedule mentioned Premises. The new G+ IV storied Building shall be completed within 24(Twenty Four) months from the date of getting Sanctioned Plan from the K.M.C.

11. That it is clearly agreed and understood by and between the Parties herein, that the Owner will not be liable to bear and pay the cost of Construction of the Owner's Allocation and other common benefits and facilities, it will be borne by the Developer herein. 'The Owner's Allocation' has been determined as consideration against the cost of his landed property as well as the proportionate share against Developer's Allocation.

12. That the Developer herein, shall be entitled to appoint an Engineer/Architect, Licensed Building Surveyor, Overseers and/or their Supervisors, Agents, Building Contractor, Labour Contractor and/or other Person/s, men as may be decided and selected by the Developer from time to time commencing, carrying on with the construction and for the purpose of completion of the new straight Three Storied Building as per the Sanctioned Plan at the Schedule mentioned Premises.

13. That immediately upon execution of this Development Agreement and after Sanctioned of the Building Plan, the Owner shall make over the khas vacant and peaceful possession of the said premises to the said Developer without any objection or any further delay. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the entire premises and delivery, sale and/or transfer of the flats and/or constructed portion duly completed under the Developer's Allocation. During the pendency of the Development Agreement, the Owner shall not be entitled to revoke of khas possession to be held by the Developer until and unless the new straight

three storied Building is not completed finished strictly within the stipulated time period as mutually agreed by and between the parties herein. However, the Developer shall prepare and develop the said land and Premises for necessary construction at their own cost and expenses and the Developer will be entitled to start construction on the same as per the Building Plan Sanctioned by the Kolkata Municipal Corporation.

14. That for the purpose of ascertaining the undivided share in the land attributable to the Developer's Allocation, the total Super Built Up Area of the entire flats and the total area of the land shall be duly measured and ascertained by Architects/Engineer in charge of construction of the said Building and his decision in the behalf shall be final and binding.
15. That the said Owner do hereby grant unto and authorized the Developer with exclusive right and power to build and exploit of the said land of the said Premises and to construct on the land of the said premises, building of such height and lawful nature thereof as shall be decided by the said Developer and will be permitted to be constructed under the Building Plan to be got Sanctioned by the said Developer in terms of the Agreement. It is agreed that, the Developer shall be solely responsible for such construction of the building according to the said Building Rules and in compliance with all law, rules and provisions and in strict conformity with the details drawings specifications proposals and features contained in the said Plan to be Sanctioned, and all necessary cost and expenses in relation thereto till completion of the building, sale and/or transfer /hand over of the flats to the intending Purchaser/s. the said Developer shall always keep the Owner herein indemnified against all claims and processes and responsibilities arising out of any deviation in constructing the said building by the said Developer and the Developer shall always remain responsible for all third party claims.

shall also as Constituted Attorney on behalf of the Owner be entitled to do sign, execute and/or to deliver all documents, plans, affidavits, undertaking in the same of the Owner.

21. That the Developer shall be entitled to get the said Plan modified from time to time according to their discretion and the copy of the Plan to be supplied to the Owner before modification and in doing so the rights of the Owner in respect of Owner' Allocation to be given shall not in any manner be affected ~~AND~~ the Developer shall be bound always to complete the construction of the said Owner's Allocation in all respects and make over khas possession of the same to the Owner before delivery of any flats/apartments/space to any other person/s.
22. That it is agreed that, in calculating the proportion of Super Built-Up Area of the Owner' Allocation and area of the roof, open side, front, rear spaces on the ground floor and other compulsorily left over spaces shall be taken into account and calculation and all common facilities of the building and common spaces are common with the Owner and the Developer.
23. That the Owner and the Developer shall comply with all other requirements of the Municipal Authorities and/or other Authorities having jurisdiction in the matter relating to the construction of the said building at the land of the said Premises and will abide by the direction or directions of the Municipal Authorities and/or other Authorities having jurisdiction in the matter.
24. That it is agreed that, the land of the said Premises shall always from date hereof be indivisible and impartible and nether the Owner nor the Developer nor their respective transferees shall be entitled to claim any partition, sub-division or any separation of the

land of the said Premises and it is agreed that the said land shall be held jointly undivided but in proportionate share.

25. That the Owner agrees to defend the title of the said Premises and also defend the possession and rights of the Developer or constructing the said building and envisaged in the Agreement.
26. That the Developer shall be entitled at their own costs and charges and expenses to carry out all and every items of work from development of the said Premises including laying drains, cables, water pipes and other connections and electricity connection in terms of the said Plan to be Sanctioned and/or other terms and conditions that may be imposed by the Kolkata Municipal Corporation and the Owner agree to always assist and Co-operate with the Developer as will be required and necessary from time to time carry out in the said development work and make construction of the said building as per said Sanctioned Plan.
27. That the Developer shall be entitled to use the entire available F.A.R. in respect of the said Premises and get the Plan prepared and Sanctioned using the entire F.A.R.
28. That the Developer shall be at liberty to sell and/or allot the Developer's Allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement for Sale and transfer hereof or its discretion to enter into agreement for sale of the said Developer's Allocation to the intending Purchaser/s to acquire the said Flat/s and to receive construction costs from them from time to time. The Developer shall also be entitled to enter into Agreement for Sale of undivided share of land of the said property in favour of the Purchaser/s of the said Flat/s and/or Person/s intending to acquire the Flat/s and have the same constructed by the said Developer save and except the

proportionate right of the Owner. The Owner agree that, they will join the said Agreement respectively for sale of undivided share in land and/or also for either sale of the said constructed Flat/s and/or for constructing the Flat/s on behalf of the respective intending Person/s as may be required by the Developer from time to time and the Owner will agree to transfer the undivided share in the land and to confirm and transfer the undivided share in the land and to confirm and transfer of the constructed area and/or making of construction of the Flat/s on behalf of the Purchaser/s or intending Person/s after getting the allotment of the Owner.

29. That it is agreed that, the entire consideration amount on sale of the said undivided share in land and also the price of the constructed Flat/s and/or the costs of constructions of the said Flat/s of the Developer's Allocation shall be received exclusively by the Developer as aforesaid without any right, claim or dispute or objection of the said Owner.

30. That the Developer shall always have paramount claim security or charge on the land of the said property in respect of the costs of construction and other expenses that shall be born and paid and incurred by the Developer's Allocation and of undivided share of land of the Developer's Allocation in favour of the Developer or it's nominees and/or appointees in terms of the said Agreement.

31. That it is mutually settled by and between the parties that, if for any reason whatsoever, the Developer cannot complete the construction within 24 (Twenty Four) months from the date of sanction of building plan by the Kolkata municipal Corporation in that case, the Owner shall allow the Developer further 6 months time to complete all the required works of the construction of the proposed G+IV storied Building.

32. That the Owner have assured that, there is no notice of requisition or acquisition from the Governments or from any other Statutory Authorities served on the Owner and/or his predecessor-in-title at time of execution of the Agreement and that, the Owner is fully entitled to deal with the said property as they are the absolute Owner and to enter into this Agreement with the Developer without any restriction restraint or objection from anybody. The property is free from all encumbrances.

33. That that Developer shall be entitled and is authorized in the name of the Owner as far as necessary to apply for and obtain cement, steel, bricks and other building materials for construction and the said building at the land of the said premises and apply and obtain and/or permit, connections water, electricity, power, drainage, sewers and other inputs and facilities of the said building and enjoyment of the Flat/s and portion therein.

34. That after completion of construction of the building the Developer shall give written notice to the Owner intimating the Owner to take possession of the Owner's Allocation in the building within 30 (Thirty) days from the date of the completion of the building and the Developer shall be entitled to hold and keep the management of the said building at the costs of the respective Flat holders person/persons entitled to other places and portions of the said building and to receive proportionate contribution of maintenance charges, Taxes, replacement expenses, repair expenses and costs of installations repair maintenance etc., as are paid by the Flat holders of the building containing self-contained residential apartments.

35. That during the construction and completion of the building if any problem crops up, that, will be sorted out immediately and both parties herein shall settle the matter/problem by discussion for the purpose of securing their best interest and benefit.

-::SEND GREETINGS::-

WHEREAS I am the absolute owner of **ALL THAT** piece and parcel of land measuring 3 (Three) 8 (Eight) Chittaks land lying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, Pargana Khaspur, R.S. No. 3, R.S. Kahtian No. 89, L.R. Khatian No. 2651, R.S. & L.R. Dag No. 137, K.M.C. Premises No. 1303, Nayabad, being Assessee No. 31-109-08-1303-5, within K.M.C. Ward No. 109, Police Station Purbajadavpur, Kolkata 700099, District South 24- Parganas which is more fully and particularly described in the **SCHEDULE 'A'** hereunder written and hereunder called the '**SAID PROPERTY**'.

AND WHEREAS I have entered into an Development agreement with **A.K. ENTERPRISE** (**PAN No. ACFFA7841L**) a partnership firm having its office at 10, Arjun Park, Mukundapur, Police Station- previously Sonarpur at Present Narendrapur, Kolkata- 700152, District South- 24 Parganas represented by its Partners namely **SRI (1) SUBRATA ROY, (PAN No. APEPR3015D), (AADHAAR No.908143167843), (MOBILE No. 9830553345**) son of Late Amal Roy, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at 10, Arjun Park, Post Office - Mukundapur, Police Station- Purba Jadavpur, Kolkata - 700099, District - South 24 Parganas (2)**SMT. DIPTI ROY, (PAN No. BIJPR3344A), (AADHAAR No. 3744 3448 6281), (MOBILE No.9143028583**) daughter of Late Amal Roy, by Occupation Business, residing at residing at Arjun Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata-700099, District South- 24 Parganas and authorizing to erect and/or construct building comprising of Several independent flats at his own costs on my Schedule mentioned property and to dispose of the same by way of sale to the intending purchaser or purchasers of the said flats to be constructed thereon with undivided proportionate share of land underneath the said building.

AND WHEREAS it is not possible for me to execute and present for registration of the deeds that may be necessary for sale, transfer, assignment of the said flats together with undivided proportionate share of land underneath the building in favour of the intending purchaser/purchasers.

NOW THIS INDENTURE WITNESSETH that I do hereby and hereunder nominate, constitute and authorize **A.K. ENTERPRISE (PAN No. ACFFA7841L)** a partnership firm having its office at 10, Arjun Park, Mukundapur, Police Station- previously Sonarpur at Present Narendrapur, Kolkata-700099, District South- 24 Parganas represented by its Partners namely **SRI (1) SUBRATA ROY, (PAN No. APEPR3015D), (AADHAAR No. 908143167843)**, son of Late Amal Roy, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at 10, Arjun Park, Post Office - Mukundapur, Police Station- Purba Jadavpur, Kolkata - 700099, District - South 24 Parganas (2)**SMT. DIPTI ROY, (PAN No. BIJPR3344A), (AADHAAR No. 3744 3448 6281)**, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata - 700099, District South- 24 Parganas as my true and lawful attorney for us in our name and on our behalf to do execute all or any of the following acts, deeds and things relating to our schedule mentioned property written below:

a) My said Attorney shall sell, transfer and dispose of, convey area earmarked as Developer's allocation of the proposed building along in terms of the said Development Agreement in my name and on my behalf and also entitled to take the Booking Money from the intending purchaser/purchasers and grant proper receipt and discharge for the same.

- b)** To appear sign and submit proposed building plan before the office of the Authority Concern and get the said building plan sanctioned.
- c)** To appear and sign any papers before the Authority Concern or any other statutory authorities or authorities or any other organization or office to do all thing necessary for said sanction and or modification thereof and for due and proper construction of the proposed building at my Schedule mentioned property.
- d)** To enter into an agreement for sale of the flats save and except those specified as Owner's allocation to be constructed with the intending purchaser or purchasers on such terms and conditions as my attorney shall think fit and proper.
- e)** To receive money or monies either in advance from time to time or at all times and total consideration amount in respect of flat to be sold in favour of intending purchaser or purchasers and grant proper receipt and discharge for the same.
- f)** To sign, execute sale deed or deeds in favour of each intending purchaser or purchasers for each flat excepting Owner's Allocation and to represent the same for registration before Registration Office and admit execution thereof and to do all things necessary for due and proper registration of each deed.
- g)** To apply for and obtain connection of electricity, drainage, sewerage, gas and/or power for the said Building required for the construction, use and enjoyment of the Building, to sign all such applications, forms and documents as shall be required for the said development project.
- h)** To appoint, nominate and retain Advocate.
- i)** To allow and pay all fees costs, charges and expenses to be paid in respect of the said premises till delivery of Owner's allocation.

- j) To commence, prosecute, enforce, defend, appear and oppose all actions and other legal proceedings in connection with my said premises.
- k) To appoint engineer contractor and labour for construction of proposed Building.
- l) To pay current rates and taxes to concerned authority till delivery of Owner allocation.
- m) To swear affidavits in our name or on my behalf for smooth construction of proposed building.
- n) To apply and sign document/documents for and obtain electricity, water, sewerage and/or connection or any other facilities if necessary from the concerned authority and authorities.

AND GENERALLY to do all acts, deeds, matters and things as agreed upon which my Attorney may deem fit and proper for the management, control, supervision, better enjoyment of my Schedule mentioned property as effectively as I could have done, if present personally to do so.

AND I the Executant do hereby confirm to ratify all and whatsoever my said Attorney may do or cause to be done for my better enjoyment by virtue of these presents.

Be it stated that the sale power shall be strictly conferred in respect of the Developer's Allocation.

THE SCHEDULE - "A" ABOVE REFERRED TO:
(ENTIRE LAND)

ALL THAT piece and parcel of land measuring 3 (Three) 8 (Eight) Chittaks land lying and situated at J.L. No.25, Mouja- Nayabad, Touzi No.- 56, Pargana Khaspur, R.S. No. 3, R.S. Kahtian No. 89, L.R. Khatian No. 2651, R.S. & L.R. Dag No. 137, K.M.C. Premises No. 1303,

Nayabad, being Assessee No. 31-109-08-1303-5, within K.M.C. Ward No. 109, Kolkata 700099, Police Station Purbajadavpur District South 24- Parganas. The said property is butted and bounded as follows:-

ON THE NORTH : By Plot No. 39 ;

ON THE SOUTH : By Plot No. 37;

ON THE EAST : By 30' ft. Wide K.M.C. Road;

ON THE WEST : By Plot No.

THE SCHEDULE-“B” ABOVE REFERRED TO

(Owner’ Allocation)

A. OWNER’S ALLOCATION: Owner shall get entire Second Floor and One Flat on the Third Floor Western Side Car Parking Space measuring about 270 Sq.ft. Super built up area on the Ground Floor of the said proposed G+ IV storied Building upon the said K.M.C. Premises No. 1303, Nayabad, Kolkata 700099 and the Owner shall also be entitled to the undivided proportionate share, right, title and interest in the land of the said Premises as well as the common areas and facilities in the said Premises.

THE SCHEDULE-“C” ABOVE REFERRED TO

(Developers’ Allocation)

DEVELOPER’S ALLOCATION: Developer shall get remaining construction area after handing over the Owner’s allocation together with proportionate share of land and common area, facilities and amenities including the open spaces of the Premises, which shall be ultimately conveyed by the Owner **FIRST PART** to the Developers nominated person or persons.

THE SCHEDULE-“D” ABOVE REFERRED TO
(JOB SPECIFICATION)

1. **R.C.C WORKS**:- For Column, Beams, Slab etc. as per Re-enforcement Drawing, Concrete with Stone-Chips Gravies, Medium Course of Sand and Cement ISI Mark
2. **PLASTER WORKS**: Wall Plaster (Inside or Outside) and Ceiling Plaster would be with Cement/Sand, Internal Walls be furnished with plaster of Paris.
3. **FLOOR WORK**: Normal Tiles.
4. **SKIRTING**: 4" Skirting upto 4" height Staircase landing, Cooking Platform made by the Black Stone and adjacent Wall upto 3' Feet Tiles to be fixed
5. **DOOR**: Wood Door Frame according to the Door Size and all Inner Door will be Flush Door.
6. **WINDOWS**: Aluminum Window with Glass Fitting with M. S. Grill.
7. **WALL**: All the external walls shall be as per K. M. C. Specification Brick Wall with Cement Plaster, Internal Partition Wall shall be as per K. M. C. Specification Brick Wall with Both Sides Cement Plaster.
8. **STAIRCASE**: Marble.
9. **WATER SUPPLY**: K.M.C. Water Supply.
10. **SANITARY & PLUMBING**: Septic Tank would be as per K. M. C. Specification All Soli Pipe would be of P. V. C. ISI Mark, properly fixed with the Wall and connected with the Septic Tank.
11. **BATH ROOM**: Flat/Unit made with Indian and English Type all would be open with Cistern. Toilet floor with Tiles and Wall Tiles.

12. **COMMON PORTIONS:** Common Point for Main Gate, Passage surrounding the Building Pump Room, Stair, Gate, Landing, Terrace .
13. **BED ROOM:** Light Points, Fan Points, Power Points, A. C. Point in 1 (One) Bed Room. All Switches and Board is ISI Brand.
14. **DRAWING- DINING:** Light Points, Fan Points, Power Points Power Points of for Television and for Fridge .
15. **BATH ROOM:** Light Point, Power Point , Exhaust Fan Point, Power Point for Washing Machine.
16. **KITCHEN:** Light Point, Power Point, Exhaust Fan Point.
17. **BALCONY:** Light Point, Plug Point.
18. **ENTRANCE OF THE FLAT/UNIT:** One Door Bell Point.
19. **PAINTING:** Exterior Portion of the Building would be finished with Colour.

GENERAL:

All the internal approach Roads/Passages shall be as per K. M. C. Specification. Each Flat/Unit shall have separate C.E.S.C. Meter and cost of the same will be borne by all the Flat Owner individually. Any additions and alteration in each Flat shall be subject to approval of the Architect and the requisite cost shall be borne by the Owner and/or Purchaser/s in advance.

EXTRA WORK:- In addition to the above items if the Land Owner and/or intending Purchaser want to provide additional items or wants to change the specification of any item be allowed after getting the permission from the Consulting Engineer, if the Land Owner and/or intending Purchaser fulfills the following. An estimate for additional work or the change item, shall be supplied by

the Builder and the Land Owner and/or intending Purchaser have to pay the total amount in advance to carry out these additional/changed items.

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of:-

1. Ritabrata Mukherjee
FLAT 3C, 15 MAYWAIR RD,
KOLKATA - 700019

Bandana Mukherjee

SIGNATURE OF THE OWNER

2. ASHIS Sarkar

Subrata Roy

Dipti Roy

SIGNATURE OF THE DEVELOPER

Drafted by me as per instruction, information & documents supplied by the Parties hereto:-

RADHAGOBINDA PAL



Advocate

Alipore police Court
Kolkata -700027

Wt 349811999

Thumb 1st finger Middle Finger Ring Finger Small Finger

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name RANDANA MUKHERJEE

Signature Randana Mukherjee

Thumb 1st finger Middle Finger Ring Finger Small Finger

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name Subrata Roy

Signature Subrata Roy

Thumb 1st finger Middle Finger Ring Finger Small Finger

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name DIPTI ROY

Signature Dipti Roy

Major Information of the Deed

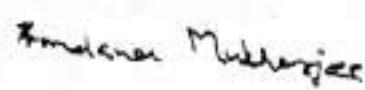
Deed No :	I-1603-08967/2024	Date of Registration	29/05/2024
Query No / Year	1603-2001315936/2024	Office where deed is registered	
Query Date	28/05/2024 1:45:22 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	R G PAL ALIPORE POLICE COURT, KOLKATA 700027, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831673789, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 66,14,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S.: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 1303, , Ward No: 109 JI No: 25, Touzi No: 56 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 8 Chatak	1,00,000/-	66,14,998/-	Width of Approach Road: 30 Ft.,
	Grand Total :			5.775Dec	1,00,000 /-	66,14,998 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs BANDANA MUKHERJEE, (Alias: Mrs BANDANA MUKHOPADHYAY) Wife of Mr BIMAL KUMAR MUKHOPADHYAY Executed by: Self, Date of Execution: 29/05/2024 Admitted by: Self, Date of Admission: 29/05/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
		29/05/2024	L1 29/05/2024	29/05/2024

15, MAYFARE ROAD, City:- Kolkata, P.O:- BALLYGUNGE, P.S:-Karaya, District:-Kolkata, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth: XX-XX-1XX8, PAN No.: AGxxxxxx6Q, Aadhaar No: 36xxxxxxxx5197, Status: Individual, Executed by: Self, Date of Execution: 29/05/2024, Admitted by: Self, Date of Admission: 29/05/2024, Place : Office

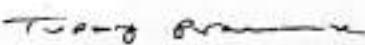
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	A K ENTERPRISE 10, ARJUN PARK, City:- Kolkata, P.O:- MUKUNDAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Date of Incorporation: XX-XX-2XX4, PAN No.: ACxxxxxx1L, Aadhaar No: Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Mr SUBRATA ROY (Presentant) Son of Late AMAL ROY Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office			
	Name	Photo	Finger Print	Signature
1	Mr SUBRATA ROY (Presentant) Son of Late AMAL ROY Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office		 Captured	 29/05/2024
	10, ARJUN PARK, City:- Kolkata, P.O:- MUKUNDAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX0, PAN No.: APxxxxxx5D, Aadhaar No: 90xxxxxxxx7843 Status: Representative, Representative of : A K ENTERPRISE (as PARTNER)			
2	Name	Photo	Finger Print	Signature
2	Mrs DIPTI ROY Daughter of Late AMAL ROY Date of Execution - 29/05/2024, , Admitted by: Self, Date of Admission: 29/05/2024, Place of Admission of Execution: Office		 Captured	 29/05/2024
	ARJUN PARK, City:- Kolkata, P.O:- MUKUNDAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Date of Birth: XX-XX-1XX3, PAN No.: BIxxxxxx4A, Aadhaar No: 37xxxxxxxx6281 Status: Representative, Representative of : A K ENTERPRISE (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TUPAY PRAMANIK Son of Mr RAM CHANDRA PRAMANIK ALIPORE POLICE COURT, City:- Kolkata, P.O - ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	29/05/2024	29/05/2024	29/05/2024
Identifier Of Mrs BANDANA MUKHERJEE, Mr SUBRATA ROY, Mrs DIPTI ROY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs BANDANA MUKHERJEE	A K ENTERPRISE-5.775 Dec

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 243508 to 243542

being No 160308967 for the year 2024.



Digital signature details:
Digitally signed by Debasish Dhar
Date: 2024.06.10 13:00:49 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 10/06/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.