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20.02.2023  
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20.02.2023

I certify that the non-judicial stamp  
to registration. The signature sheet  
and the endorsement sheets attached  
with this document are the  
this document.

*[Signature]*  
Asst. District Sub-Registrar  
Bhishanagar, (Salt Lake City)

20 FEB 2023

**DEVELOPMENT AGREEMENT**

1. Date : 20.02.2023 ✓
2. Place : Kolkata
3. Parties :
- 3.1 RAJIB MANNA [PAN : ADVPM7926P], [AADHAAR

Pinaki Chattopadhyay  
Advocate  
Judge's Court Barasat

NAME
ADD
NO
25 JAN 2023
SURANJAN MISHRA, R.J.E.E.
Licence: B.A. (Hons) Law
C. C. COURT
S. S. H. Street, Barasat, Nadia

25 JAN 2023  
25 JAN 2023



Adm District Sub-Registrar  
Burhanpur, (Salt Lake City)

20 FEB 2023

Hanumanth Bishnoi  
S/o Late Anwar Bishnoi  
Rau Nagar Barasat  
P. S : Anwarpur  
142 : 136

**NO. 458006262825] & [MOBILE NO. 9433175342]**, son of Late Kanai Lal Manna, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 108, Beniatola Street, P.O. Hatkhola, P.S. Jorabagan, Kolkata - 700005, District - Kolkata, West Bengal.

Hereinafter called and referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

**AND**

3.2

**R.S. CONSTRUCTION [PAN : BRDPS0741K]**, a Proprietorship Concern, having its office address at Anandalok 2nd Lane, Bablatola, P.O. R. Gopalpur, P.S. Airport, Kolkata - 700136, District North 24 Parganas, West Bengal, represented by its Proprietor, **RAHUL SHARMA [PAN : BRDPS0741K], [AADHAAR NO. 930060628077] & [MOBILE NO. 9836123352]**, son of Mahendra Sharma, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Anandalok 2nd Lane, Bablatola, P.O. R. Gopalpur, P.S. Airport, Kolkata - 700136, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**

4. **Subject Matter of Development :**

4.1 **Development Project & Appurtenances :**

4.1.1 **Project Property : ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **6 (Six) Cottahs 1 (One) Chittack 30 (Thirty) sq.ft.** be the same a little more or less including cement flooring pucca super structure upto G+4 storied residential building standing in the part of the land, in total building area measuring **1114.46 (One Thousand One Hundred Fourteen Point Four Six) Square Meter** be the same a little more or less of covered area equivalent to **11996 (Eleven Thousand**

Nine Hundred Ninety Six) Square Feet be the same a little more or less of covered area [Ground Floor - 2376 sq.ft. (220.74 square meter), 1st Floor - 2405 sq.ft. (223.43 square meter), 2nd Floor - 2405 sq.ft. (223.43 square meter), 3rd Floor - 2405 sq.ft. (223.43 square meter) & 4th Floor : 2405 sq.ft. (223.43 square meter)], lying and situated at Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, comprised in R.S./L.R. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 11270 (in the name of Rajib Manna, Landowner herein), A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, in Ward No. 5, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 4, [Anandaloke 2nd Lane (Gopalpur), P.O. R. Gopalpur, Kolkata - 700136], in the District North 24 Parganas, in the State of West Bengal, and which is morefully described in the First Schedule hereunder written.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title :** The Landowner has made the following representations to the Developer regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF RAJIB MANNA, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Recorded Ownership of Jyanendra Nath Ghosh :** One Jyanendra Nath Ghosh was the absolute recorded owner of land measuring 1.67 Acres more or less under R.S. Khatian No. 2982, L.R. Khatian No. 1204, in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat (now Airport), in the District North 24 Parganas.

5.1.1.2 **Demise of Jyanendra Nath Ghosh :** While in absolute possession and absolute ownership over the aforesaid property, the said Jyanendra Nath Ghosh died intestate, leaving behind his four sons namely (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh & (4) Kamal Kanto Ghosh and only daughter namely Sarala Bala Paul, as his heirs and successors in interest in respect of the aforesaid property, left by the said Jyanendra Nath Ghosh, since deceased.

5.1.1.3 **Bargadar & Deed of Release :** Be it expressly expressed that during the enjoyment of the said Jyanendra Nath Ghosh, one Badsa Ali Mondal, son of Debiraddin Monda of Raigachi duly recorded his name as Bargadar

(Bhagchasi) in respect of 49 Decimals of land comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, in Mouza - Gopalpur, P.S. Rajarhat (now Airport), in the District North 24 Parganas.

During his life time, the said Jyanendra Nath Ghosh filed a Case against the said Badsa Ali Mondal for erectment of Bargadar (Bhagchasi) before the Hon'ble Judge, Mr. M.K. Dutta, 1st Munseff at Sealdah vide Appeal No. 6 in the year 1959.

After defeating in the said case, the said Badsa Ali Mondal released and relinquished all his right, title and interest in respect of Barga Swattya in respect of the said land unto and in favour of successors of the said Jyanendra Nath Ghosh, since deceased namely the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul, by a Deed of Disclaimer (Release), which was registered on 09.12.1993, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, being Deed No. 9333 for the year 1993.

- 5.1.1.4 **Absolute Joint Ownership of the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance, the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul, all sons and daughter of Late Jyanendra Nath Ghosh, were the absolute joint owners of ALL THAT piece and parcel of land measuring 49 (Forty Nine) Decimals more or less, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat (now Airport), in the District North 24 Parganas, alongwith other lands.
- 5.1.1.5 **Joint Sale by the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul to Baby Ghosh** : The said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul, plotted the aforesaid land and jointly sold, transferred and conveyed a plot, being Plot No. 10, land measuring 1 (One) Cottah 8 (Eight) Chittacks 18 (Eighteen) sq.ft. more or less, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No.

2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Baby Ghosh, wife of Dhananjoy Ghosh, by the strength of a Registered Deed of Conveyance, registered on 07.12.1994, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 161, Pages 305 to 314, being Deed No. 7536 for the year 1994.

- 5.1.1.6 **Again Joint Sale by the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul to Dhananjoy Ghosh** : The said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul, again jointly sold, transferred and conveyed another adjacent plot, being Plot No. 10A, land measuring 1 (One) Cottah 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Dhananjoy Ghosh, son of Late Narendra Nath Ghosh, by the strength of a Registered Deed of Conveyance, registered on 07.12.1994, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 161, Pages 295 to 305, being Deed No. 7535 for the year 1994.
- 5.1.1.7 **Again Joint Sale by the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul to Sunil Ghosh** : The said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh & (5) Sarala Bala Paul, again jointly sold, transferred and conveyed another plot, being Plot No. 9A, land measuring 2 (Two) Cottahs 7 (Seven) Chittacks 34 (Thirty Four) sq.ft. more or less, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Sunil Ghosh, son of Late Ramkanai Ghosh, by the strength of a Registered Deed of Conveyance, registered on 17.11.1995, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 97, Pages 401 to 410, being Deed No. 4461 for the year 1995.
- 5.1.1.8 **Sale by the said Sunil Ghosh to the present Owner, Rajib Manna & Absolute Ownership of Rajib Manna** : While in absolute possession and absolute ownership over the aforesaid property, the said Sunil Ghosh sold, transferred and conveyed his aforesaid purchased plot of land measuring 2 (Two) Cottahs 7 (Seven) Chittacks 34 (Thirty Four) sq.ft. more or less,

being Plot No. 9A, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, to one Rajib Manna, Landowner herein, by the strength of a Registered Deed of Conveyance, registered on 24.01.2011, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 2, Pages 5198 to 5213, being Deed No. 00774 for the year 2011.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 00774 for the year 2011, the said Rajib Manna, Landowner herein, became the absolute owner of ALL THAT piece and parcel of land measuring 2 (Two) Cottahs 7 (Seven) Chittacks 34 (Thirty Four) sq.ft. more or less, being Plot No. 9A, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas.

5.1.1.9 **Joint Sale by the said (1) Baby Ghosh & (2) Dhananjoy Ghosh to Ranjit Kumar Singh** : The said (1) Baby Ghosh & (2) Dhananjoy Ghosh jointly sold, transferred and conveyed their respective plot of land i.e.

Name of the Seller	R.S. Dag	R.S. Khatian	L.R. Khatian	Plot No.	Sold Property
	No.	No.	No.		K - CH - SFT.
Baby Ghosh	2842	2982	1204	10	01 - 08 - 18
Dhananjoy Ghosh	2842	2982	1204	10A	01 - 08 - 00 03 - 00 - 18

In total land measuring 3 (Three) Cottahs 0 (Zero) Chittack 18 (Eighteen) sq.ft. more or less, being Plot Nos. 10 & 10A, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Ranjit Kumar Singh, son of Jagadish Singh, by the strength of a Registered Deed of Conveyance, registered on 15.10.2004, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 446, Pages 21 to 34, being Deed No. 07488 for the year 2004.

5.1.1.10 **Sale by the said Ranjit Kumar Singh to the present owner, Rajib Manna & Absolute Ownership of Rajib Manna :** While in absolute possession and absolute ownership over the aforesaid property, the said Ranjit Kumar Singh sold, transferred and conveyed his aforesaid total plot of land measuring 3 (Three) Cottahs 0 (Zero) Chittack 18 (Eighteen) sq.ft. more or less, being Plot Nos. 10 & 10A, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, to the present owner, Rajib Manna, by the strength of a Registered Deed of Conveyance, registered on 01.02.2011, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 3, Pages 1504 to 1520, being Deed No. 01149 for the year 2011.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 01149 for the year 2011, the said Rajib Manna, Landowner herein, became the absolute owner of the aforesaid plot of land measuring 3 (Three) Cottahs 0 (Zero) Chittack 18 (Eighteen) sq.ft. more or less, being Plot Nos. 10 & 10A, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas.

5.1.1.11 **Demise of Sarala Bala Paul :** It is to be mentioned here that after execution of the aforesaid instruments, the said Sarala Bala Paul, the widow, daughter of the said Jyanendra Nath Ghosh, since deceased, died intestate on 25.09.2003, without leaving any direct issue, and in accordance with Hindu Succession Act, the share of the said Sarala Bala Paul, since deceased, in the estate of the said Jyanendra Nath Ghosh, since deceased, devolved upon her aforementioned four brothers the said (1) Bimal Ghosh, (2) Amal Kumar Ghosh, (3) Shyamal Kumar Ghosh, (4) Kamal Kanto Ghosh, all sons of Late Jyanendra Nath Ghosh.

5.1.1.12 **Demise of Amal Kumar Ghosh :** It is also pertinent to be mentioned here that the said Amal Kumar Ghosh, son of Late Jyanendra Nath Ghosh died intestate on 29.01.2007, leaving behind his wife namely Puspa Rani Ghosh and two sons namely (1) Snehasish Ghosh & (2) Subhasish Ghosh as his heirs and successors in interest in respect of his share left by the said

Amal Kumar Ghosh, since deceased, in the estate of Jyanendra Nath Ghosh, since deceased.

5.1.1.13 **Joint Sale by the said (1) Bimal Ghosh, (2) Shyamal Kumar Ghosh, (3) Kamal Kanto Ghosh, (4) Puspa Rani Ghosh, (4A) Snehasish Ghosh & (4B) Subhasish Ghosh to the present owner, Rajib Manna & Absolute Ownership of Rajib Manna :** The said (1) Bimal Ghosh, (2) Shyamal Kumar Ghosh, (3) Kamal Kanto Ghosh, (4) Puspa Rani Ghosh, (4A) Snehasish Ghosh & (4B) Subhasish Ghosh, jointly sold, transferred and conveyed another adjacent plot purchased by the said Rajib Manna, i.e. land measuring 0 (Zero) Cottah 9 (Nine) Chittacks 23 (Twenty Three) sq.ft. more or less, being Scheme Plot No. B, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 5, in the District North 24 Parganas, to the present owner, Rajib Manna, by the strength of a Registered Deed of Conveyance, registered on 23.02.2011, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 4, Pages 9577 to 9593, being Deed No. 02255 for the year 2011.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 02255 for the year 2011, the said Rajib Manna, Landowner herein, became the absolute owner of the aforesaid plot of land measuring 0 (Zero) Cottah 9 (Nine) Chittacks 23 (Twenty Three) sq.ft. more or less, being Scheme Plot No. B, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 5, in the District North 24 Parganas.

5.1.1.14 **Absolute Total Ownership of Rajib Manna under (1) Deed No. 00774 for the year 2011, (2) Deed No. 01149 for the year 2011 & (3) Deed No. 02255 for the year 2011 :** Thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 00774 for the year 2011, (2) Deed No. 01149 for the year 2011 & (3) Deed No. 02255 for the year 2011 [as described in Clause Nos. 5.1.1.8, 5.1.1.10 & 5.1.1.13 as aforesaid], the said Rajib Manna, Landowner herein, became the absolute owner of **ALL THAT** piece and parcel of a demarcated and total plot of Sali land measuring **6 (Six) Cottahs 1 (One) Chittack 30 (Thirty) sq.ft. more or less**, comprised in R.S. Dag No. 2842, under R.S. Khatian No. 2982,

L.R. Khatian No. 1204 (in the name of Jyanendra Nath Ghosh), in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 5, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

5.1.1.15 **L.R. Record** : After having absolute possession and absolute ownership over the aforesaid property, the said Rajib Manna, Landowner herein duly recorded his name in the record of the L.R. Settlement in **L.R. Khatian No. 11270**.

5.1.1.16 **Sanction of Building Plan & Construction of Super Structure of Building** : The said Rajib Manna, Landowner herein, sanctioned a building plan on the said plot of land, and which is morefully described in the First Schedule hereunder written, from the concerned Rajarhat Gopalpur Municipality, and on the basis of the aforesaid sanctioned building plan, the said Rajib Manna already started the construction work (super structure upto G+4 storied building in total building area measuring 1114.46 square meter more or less), but after construction of super structure upto G+4 storied building, due to some unavoidable circumstances, the said Rajib Manna could not finish and complete the construction of the said building.

5.1.1.17 **Conversion of Land from 'Sali' to 'Bastu' : Conversion of Land** : While in absolute possession and absolute ownership over the aforesaid property, the said Rajib Manna, Landowner herein, duly applied before the Office of the Ld. B.L&L.R.O., Rajarhat, District North 24 Parganas, for conversion of land possessed by him in R.S./L.R. Dag No. 2842 under L.R. Khatian No. 11270, in Mouza - Gopalpur, from 'Sali' to 'Bastu', and the Ld. Authority duly converted the said land from 'Sali' to 'Bastu', vide Memo No. 52/BL&LRO/RHT/17 dated 17.01.2017 under Conversion Case No. 1082/BL&LRO/RAJ/2016 dated 22.09.2016. ✓ See by 97 Hpt for re

6. **DESIRE OF DEVELOPMENT & ACCEPTANCE AND POWER OF ATTORNEY :**

6.1 **Desire of Development** : The said Rajib Manna, Landowner herein, was searching for a reputed Developer for completing and finishing the building, and the present Developer has approached the said Rajib Manna, Landowner herein, to complete and finish the entire building in accordance with the aforesaid sanctioned building plan duly sanctioned by the concerned Rajarhat Gopalpur Municipality as stated above, and on consent, the said

Rajib Manna, Landowner herein has entered into this present Development Agreement with the one R.S. Construction, Developer herein, with some terms and conditions enumerated hereinbelow.

- 6.1.1 **Registered Development Power of Attorney** : For the smooth running of the said project, the said Rajib Manna, Landowner herein agrees to execute a Registered Development Power of Attorney after Registering Development Agreement, by which the Landowner herein has appointed and nominated the Developer herein, as his Constituted Attorney, to act on behalf of the Landowner, to that extend as mentioned in the said Power of Attorney.

7. **DEFINITION :**

- 7.1 **Building** : Shall mean the said multi storied building so to be finished by the developer in all respect, in accordance with the aforesaid sanctioned building plan duly sanctioned by the concerned authority.
- 7.1.1 **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers/unit holders of the building.
- 7.1.2 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowner's Allocation** : Shall mean 42% of the constructed area of building alongwith proportionate share in the said plot of land and also together with proportionate share of the common facilities and amenities in the building. The Landowner's Allocation and consideration as fully and particularly set out in the Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean 58% of the constructed area of the building alongwith proportionate share in the said plot of land and also together with proportionate share of the common facilities and amenities in the building and also proportionate share of common expenses in the building. The Developer's Allocation and consideration as fully and particularly set out in the Third Schedule hereunder written.

- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority/authorities for construction of the building, including its modification and amenities and alterations.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas and other common amenities of that particular floor.
- 7.1.10 **Super Built Up Area** : Here super built up area means the total covered area plus proportionate share of service area.

## 8. LANDOWNER'S RIGHT & REPRESENTATION :

- 8.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical possession to the Developer to develop the said property.
- 8.1.1 **Free From Encumbrance** : The Landowner also declares that schedule property is free from all encumbrances and the Landowner has marketable title in respect of said property.

## 9. DEVELOPER/PROMOTER'S RIGHTS :

- 9.1 **Authority of Developer** : The Developer shall have authority to deal with the Developer's Allocation in terms of this present agreement or negotiate

with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation under these agreement.

- 9.1.1 **Right of Construction :** The Landowner hereby grant permission an exclusive rights to the Developer to build building upon the property.
- 9.1.2 **Construction Cost :** The Developer shall carry total construction work of the proposed building at his own costs and expenses, which includes various fee and/or charges as the competent authority or authorities will demand time to time during construction of the said project.
- 9.1.3 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in the name of the Developer but without creating any liability on the Landowner.
- 9.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 9.1.6 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowner :** On completion of the project, the Developer will handover peaceful/vacant possession of the Landowner's Allocation Together With all rights of the common facilities and amenities in respect of the building to the Landowner with Possession Letter.
- 9.1.8 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers of Developer's Allocation. Possession letters will be signed by the Developer as the representative of Power of Attorney holder of the Landowner, but in no event before delivery of possession to the landowner. But the developer

shall have power to sell, transfer and convey the flats/units/car parking spaces to the intending purchaser relating to Developer's Allocation by executing Agreement for Sale and other instruments and will take part/full consideration from the said intending purchaser/s and will issue money receipt/s to that effect.

9.1.9 **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner only for Developer's Allocation.

10. **DEALING OF SPACE IN THE BUILDING :**

10.1 **Exclusive Power of Dealings of Landowner** : The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.

10.1.1 **Exclusive Power of Dealings of Developer** : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

11. **NEW BUILDING :**

11.1 **Completion of Project** : The Developer shall at his own costs construct, and complete the proposed building with good and standard material as may be specified by the Landowner/Engineer of the Developer from time to time.

11.1.1 **Architect Fees etc.** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer.

11.1.2 **Taxes & Other Taxes of the Property** : The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement, and after that the Developer will pay/will be borne by the Developer from the date of execution of this presents till the date of completion of the construction and handover of Owner's Allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer the Municipal taxes and

other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or his nominees and the Landowner and/or his nominee/nominees respectively.

- 11.1.3 **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

12. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

- 12.1 **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Municipal Authority being provided to that effect.
- 12.1.1 **Payment of Municipal Taxes** : Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.
- 12.1.2 **Share of Common Expenses & Amenities** : As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time by the owner, purchaser/s and developer.

13. COMMON RESTRICTION :

- 13.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 13.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 13.1.2 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 13.1.3 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 13.1.4 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 13.1.5 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free use of the corridors and other place of common use in the building.
- 13.1.6 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the

building or in the compound corridor or any other portion or portions of the building.

13.1.7 The Landowner shall permit the Developer and his servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and repairing and testing drainage and pipes electric wires and for any similar purpose.

13.1.8 That the agreement is a contract between the Landowner and the Developer and it is not a partnership. That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right title or interest in respect of the said premises in favour of the developer other than an exclusive right to the developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's Allocation as the Developer shall think fit and proper for the beneficial of their firm and also for these project. No assignment will be done by the developer relating to the property.

#### 14. LANDOWNER'S OBLIGATION :

##### 14.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

#### 15. DEVELOPER'S OBLIGATIONS :

15.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation within 30 (Thirty) months from the date of signing, executing and registering of this present Development Agreement. The Developer also empowers by the Landowner a grace period of 6 (Six) months more to deliver the Landowner's Allocation.

15.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stipulated period as mentioned in Clause No. 15.1 hereinabove, the Developer shall be liable to pay Rs.50,000/- (Rupees Fifty Thousand only) per month to the Landowner as demurrage.

15.1.2 **No Violation** : The Developer hereby agrees and covenants with the Landowner :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of Landowner's Allocation in the building at the said premises vice versa.

16. **LANDOWNERS' INDEMNITY :**

16.1 **Indemnity** : The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

17. **DEVELOPER'S INDEMNITY :**

17.1 The Developer hereby undertakes to keep the Landowner :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

18. **MISCELLANEOUS :**

18.1 ✓ **Contract Not Partnership** : The Landowner and the Developer has entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

18.1.1 **Not specified Premises** : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer

\* **NO ASSIGNMENT CLASS NO ASSIGNMENT DONE BY THE DEVELOPER**

*Red Stone*

and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- 18.1.2 **Not Responsible** : The Landowner shall not be liable for any Income Tax, GST, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 18.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowner shall be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 18.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation of the respective parties, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given his consent to abide by such rules and regulations.
- 18.1.5 **Name of the Building** : The name of the building shall be given by developer in due course.
- 18.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money and execute registered mortgage deed in respect of developer's allocation at the cost, risk and responsibility of the developer, from any bank or banks or any financial institution without creating any financial liability of

the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of his estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 18.1.7 **Documentation :** The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.

19. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

20. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the competent Civil Court or Consumer Forum of District/State Commission.

21. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata and District Forum shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Land & Premises]**

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 6 (Six) Cottahs 1 (One) Chittack 30 (Thirty) sq.ft. be the same a little more or less including cement flooring pucca super structure upto G+4 storied residential building standing in the part of the land, in total building area measuring 1114.46 (One Thousand One Hundred Fourteen Point Four Six) Square Meter be the same a little more or less of covered area equivalent to 11996 (Eleven Thousand Nine Hundred Ninety Six) Square Feet be the same a little more or less of covered area [Ground Floor - 2376 sq.ft. (220.74 square meter), 1st Floor - 2405 sq.ft. (223.43 square meter), 2nd Floor - 2405 sq.ft. (223.43 square meter), 3rd Floor - 2405 sq.ft. (223.43 square meter) & 4th Floor : 2405 sq.ft. (223.43 square meter)], lying and situated at Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, comprised in R.S./L.R. Dag No. 2842, under R.S. Khatian No. 2982, L.R. Khatian No. 11270 (in the name of Rajib Manna, Landowner herein), A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, in Ward No. 5, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 4, [Anandaloke 2nd Lane (Gopalpur), P.O. R. Gopalpur, Kolkata - 700136], in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Land and House of Pulak Mondal.  
ON THE SOUTH : 12 ft. Wide Road [Anandaloke 2nd Lane (Gopalpur)].  
ON THE EAST : Land of Sovan Chakraborty.  
ON THE WEST : Land of Sanjib Manna & Bijali Manna.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**[Landowner's Allocation]**

**THE SETTLED LANDOWNER'S ALLOCATION AS FOLLOWS :-**

1. The Landowner will get 42% (Forty Two Percent) of the total constructed area in form of self contained flats/garages including proportionate share of common

area, common facilities and common amenities in the proposed building. This 42% (Forty Two Percent) of the total constructed area will be allotted/ calculated from Ground Floor to Third Floor of the building only.

It is settled that the Landowner will get a 2 BHK flat in the Fourth Floor, North-East Side, measuring 761 sq.ft. more or less of super built up area of the said building, as full and final settlement of his Landowner's Allocation in the Fourth Floor. The rest of the area after deducting the said flat area in the Fourth Floor will exclusively be treated as Developer's Allocation.

Later on, after preparation of final Floor Plan, the flats & garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement (if any) denoting the flats & garages within the purview of Landowner's Allocation.

2. The Landowner will also get a sum of a sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only as refundable amount to be payable at the time of signing, executing and registering of this present Development Agreement.

The Landowner shall refund the aforesaid refundable consideration to the Developer on or before receiving possession of his Landowner's Allocation.

3. It is also settled that except the Landowner's Allocation as described above, the other constructed areas will exclusively be treated as Developer's Allocation.
4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

5. The Landowner gives permission to amalgamate the land with his neighbour's plot of land. The area of Landowner's Allocation receivable by the Landowner as described above will be calculated on the basis of the proportionate holding by the Landowner on the project land/amalgamated plot of land.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**[Developer's Allocation]**

**DEVELOPER'S ALLOCATION** : Shall mean all the remaining [58% of constructed area from Ground Floor to Third Floor of the building] (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer as Developer's Allocation.

It is settled that the entire Fourth Floor of the building [save and except a flat, measuring 761 sq.ft. more or less of super built up area on the Fourth Floor, North-East Side to be allotted/treated as Landowner's Allocation as described above], is/will exclusively be treated as Developer's Allocation.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[Specifications]**

1. **STRUCTURE** : Buildings designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 5" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of Marble/Floor Tiles except stairs and other common areas.
5. **BATH ROOM** : Bath room fitted upto 6' height with white glazed tiles of standard brand.
6. **KITCHEN** : Cooking platform and sink with tap will be of granite 2'-6" height glazed white standard tiles above the platform to protect the oil spot.

7. TOILET : Toilet of Western Type/White commod of standard brand with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin of standard brand is in dining space of the flat.
8. DOORS : All doors are Sal Wood frame & flush doors. Hasbolt and peep hole on main entrance door.
9. WINDOWS : Aluminium Sliding Channel with grill.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are good quality.
12. LIFT : Four persons capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire. The switch of the electrical goods are Standard Quality.
2. In Bed Room : Two light points, one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, one Fan point, two 5 amp. plugs, one 15 amp. plug point (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point & one exhaust fan point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.

PAINING :

- a) Inside wall of the flat will be finished with Putty and external wall with weather cot or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

TRANSFORMER : It is settled that the Landowner and/or his intending purchaser/s will pay mandatory charges of the building (such as electric meter, transformer, water treatment plant etc.) to the developer as per share mentioned in this Development Agreement.

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

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata  
in the presence of :

1. Hareichand Bhowmik  
S/o Late Bilamal Bhowmik  
Room No. 10, Green Park  
- Post P. Chakrabarti  
KOL: 136

2. Rajib Acharya  
Dakshin Patha,  
POBPS, Barasat,  
KOL - 700124

Rajib Manna  
Rajib Manna  
Landowner

**Drafted By:**

Panish Nayak Swasth  
Adv.  
P/1505/19/11/2011  
Justice Court, Barasat.

For Pinaki Chattopadhyay & Associates,  
Advocates,

Sangita Apartment, Ground Floor,  
Teghoria Main Road,  
Kolkata - 700157.  
Ph. : 9830061809.

**Composed By:**

Jayashree Mondal  
Jayashree Mondal,  
Teghoria Main Road,  
Kolkata - 700157.

Rahul Sharma

Rahul Sharma  
Proprietor of  
R.S. Construction  
Developer

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a refundable sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
460751	20.02.2023	S.B.I., Rajarhat Township	Rs.15,00,000.00

Witnesses :-

1. *Harichand Biswas*

2. *Susil Acharya*

*Rajib Manna*

Rajib Manna

Landowner

Rahul Sharma

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



192022230300779541

GRN Details

GRN:	192022230300779541	Payment Mode:	Online Payment
GRN Date:	17/02/2023 16:55:53	Bank/Gateway:	Bank of Boroda
BRN:	1324019074	BRN Date:	17/02/2023 16:57:58
GRIPS Payment ID:	170220232030077953	Payment Init. Date:	17/02/2023 16:55:53
Payment Status:	Successful	Payment Ref. No:	2000315231/1/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	pinaki chattopadhyay
Address:	tegharia main rd, kol 157
Mobile:	7003254724
Depositor Status:	Advocate
Query No:	2000315231
Applicant's Name:	Mr Pinaki Chattopadhyay
Identification No:	2000315231/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	17/02/2023
Period To (dd/mm/yyyy):	17/02/2023

Q - 347/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000315231/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2000315231/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	15021
			<b>Total</b>	<b>35042</b>

IN WORDS: THIRTY FIVE THOUSAND FORTY TWO ONLY.



SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SELLER /  
BUYER / CLAIMANT  
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908  
N.B. L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Robert Sharma</i>	L.H.					
	R.H.					

ATTESTED :- *Robert Sharma*

 <i>Rajib</i>	L.H.					
	R.H.					

ATTESTED :- *Rajib Manna*

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-

## Major Information of the Deed

No.:	I-1504-00347/2023	Date of Registration	20/02/2023
No. / Year	1504-2000315231/2023	Office where deed is registered	
Entry Date	06/02/2023 2:54:24 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Pinaki Chattopadhyay High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003254724, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,15,03,429/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Anandaloke 2nd Lane (gopalpur), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Pin Code : 700136

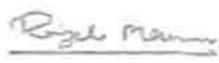
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2842 (RS :-)	LR-11270	Bastu	Bastu	6 Katha 1 Chatak 30 Sq Ft	1/-	34,06,129/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>10.0719Dec</b>	<b>1 /-</b>	<b>34,06,129 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	11996 Sq Ft.	1/-	80,97,300/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 2376 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 2405 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 2405 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 3, Area of floor : 2405 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 4, Area of floor : 2405 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>11996 sq ft</b>	<b>1 /-</b>	<b>80,97,300 /-</b>	

Deed Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
<b>R. JIB MANNA</b> Son of Late KANAI LAL MANNA Executed by: Self, Date of Execution: 20/02/2023 Admitted by: Self, Date of Admission: 20/02/2023 ,Place : Office			
	20/02/2023	LTI 20/02/2023	20/02/2023

105, BWNIATOLA STREET, City:- Not Specified, P.O:- HATKHOLA, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx6P, Aadhaar No: 45xxxxxxxx2825, Status :Individual, Executed by: Self, Date of Execution: 20/02/2023 , Admitted by: Self, Date of Admission: 20/02/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>R. S. CONSTRUCTION</b> ANANDALOK 2ND LANE, BABLATALA, City:- Not Specified, P.O:- R GOPALPUR, P.S:-Airport, District:-North 24 -Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: BRxxxxxx1K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>RAHUL SHARMA (Presentant)</b>                      Son of MAHENDRA SHARMA                      Date of Execution - 20/02/2023, , Admitted by: Self, Date of Admission: 20/02/2023, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td></td> <td>Feb 20 2023 1:30PM</td> <td>LTI 20/02/2023</td> <td>20/02/2023</td> </tr> </tbody> </table> <p>ANANDLOKN 2ND LANE, BABLATALA, City:- Not Specified, P.O:- R GOPALPUR, P.S:-A K Mukherjee Road, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BRxxxxxx1K, Aadhaar No: 93xxxxxxxx8077 Status : Representative, Representative of: R. S. CONSTRUCTION (as PROPRIETOR)</p>	Name	Photo	Finger Print	Signature	<b>RAHUL SHARMA (Presentant)</b> Son of MAHENDRA SHARMA Date of Execution - 20/02/2023, , Admitted by: Self, Date of Admission: 20/02/2023, Place of Admission of Execution: Office					Feb 20 2023 1:30PM	LTI 20/02/2023	20/02/2023
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	Feb 20 2023 1:30PM	LTI 20/02/2023	20/02/2023										

Details :

	Photo	Finger Print	Signature
<b>RICHAND BISWAS</b> S/O: BIMAL BISWAS WASAR, BERABERI, City:- Net P.O:- R GOPALPUR, P.S:- District:-North 24-Parganas, West Bengal, India, PIN:- 700136			
	20/02/2023	20/02/2023	20/02/2023

Beneficiary Of RAJIB MANNA, RAHUL SHARMA

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	RAJIB MANNA	R. S. CONSTRUCTION-10.0719 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	RAJIB MANNA	R. S. CONSTRUCTION-11996.00000000 Sq Ft

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Anandaloke2nd Lane(gopalpur), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2842, LR Khatian No:- 11270	Owner:রাজীব মন্না, Gurdian:কলমাই মন্না মন্না, Address:বিল্ড , Classification:ফার্মি, Area:0.10000000 Acre,	Seller is not the recorded Owner as per Applicant.

2023

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

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

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

Presented for registration at 13:25 hrs on 20-02-2023, at the Office of the A.D.S.R. BIDHAN NAGAR by RAHUL SHARMA.

**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 15,021.00/-

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

Execution is admitted on 20/02/2023 by RAJIB MANNA, Son of Late KANAI LAL MANNA, 108, BWNIATOLA STREET, P.O: HATKHOLA, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Business

Identified by Mr HARICHAND BISWAS, , Son of Late BIMAL BISWAS, RAMNAGAR, BERABERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

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

Execution is admitted on 20-02-2023 by RAHUL SHARMA, PROPRIETOR, R. S. CONSTRUCTION (Sole Proprietorship), ANANDALOK 2ND LANE, BABLATALA, City:- Not Specified, P.O:- R GOPALPUR, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Identified by Mr HARICHAND BISWAS, , Son of Late BIMAL BISWAS, RAMNAGAR, BERABERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,021.00/- ( B = Rs 15,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 4:57PM with Govt. Ref. No: 192022230300779541 on 17-02-2023, Amount Rs: 15,021/-, Bank: Bank of Boroda ( BARBOINDIAE), Ref. No. 1324019074 on 17-02-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 180417, Amount: Rs.100.00/-, Date of Purchase: 25/01/2023, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 4:57PM with Govt. Ref. No: 192022230300779541 on 17-02-2023, Amount Rs: 20,021/-, Bank: Bank of Boroda ( BARBOINDIAE), Ref. No. 1324019074 on 17-02-2023, Head of Account 0030-02-103-003-02



Sukanya Talukdar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
North 24-Parganas, West Bengal

of Registration under section 60 and Rule 69.  
and in Book - I  
e number 1504-2023, Page from 17757 to 17792  
No 150400347 for the year 2023.



*Sukanya Talukdar*

Digitally signed by SUKANYA  
TALUKDAR  
Date: 2023.02.28 12:16:14 +05:30  
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2023/02/28 12:16:14 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
West Bengal.

(This document is digitally signed.)

DATED THE      DAY OF      2023

DEVELOPMENT AGREEMENT

BETWEEN

Rajib Manna

Landowner

Rahul Sharma

Proprietor of

R.S. Construction

Developer

Drafted By

**Pinaki Chattopadhyay & Associates**

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph. : 9830061809

Composed By

**Jayashree Mondal**

Teghoria Main Road

Kolkata - 700157