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certified that the document is admitted to registration. The endorsement sheets and the signature sheets attached with this document are the part of this document

A.D.S.R. Uluberia

12 DEC 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS 12th DAY OF DECEMBER, 2024 (TWO THOUSAND TWENTY FOUR)

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ক্রমিক নং ^২ শ্রীশ্রীমতি Royal Construction

সং Uluberia, Howrah.

মূল্য 1000

তার 12/12/24 ডেডার মুন্সী ইমানুর রহমান

মুন্সী ইমানুর রহমান
উলুবেড়িয়া কোর্ট



PRESENTED BY

Surajit Banerjee
Akhur - 2206 90980257



IDENTIFIED BY

SK Saha

3/0 - SK Dabbaj Aii

AliPukur, Uluberia

Howrah - 711315

Akhur - 5558 3154 9036

Additional District
Sub-Registrar
Uluberia, Howrah

12 DEC 2024

BETWEEN

- 1) SMT. BABI DAS, W/O- Late Paresh Das, aged about 62 years, AADHAAR No. 7337 4155 2943, PAN No AEFPD8470A, Voter Id No.: WB/25/171/072589, by faith Hindu , Occupation House Wife, residing at Vill- Nona Kamarshala, P.O. & P.S.- Uluberia, Dist Howrah, Pin- 711315, W.B.
- 2) SOUVIK DAS, S/O- Late Paresh Das, aged about 35 years, AADHAAR No. 6593 0422 1012, PAN No. BFLPD6536H, Voter Id No. : AZO0799817, by faith Hindu , Occupation Service, residing at Vill- Nona Kamarshala, P.O. & P.S.- Uluberia, Dist Howrah, Pin-711315, W.B., hereinafter called the "OWNER" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, successors in interest and/or assigns) hereinafter known as FIRST PART

AND

M/S. ROYAL CONSTRUCTION, a Registered Partnership Firm (PAN-ABKFR3786P), Trade Licence Reg. No. 0917P05824206694, duly registered in ADSR-Uluberia, on 03/12/2024, being No. 050500042 of 2024, having it's office address at *Bahirgangarampur, Uluberia, Howrah-*

711316, W.B., represented by its partners namely, 1/ *SRI SURAJIT BANERJEE*, S/O- Sri Brojo Gopal Banerjee, by faith Hindu, aged- about 43 years, Aadhaar No. 2206 9098 0357, PAN No: ARXPB1688H, Voter Id No. HLJ1489228, Occupation: Advocate, residing at Nona Saradapalli, Uluberia, Howrah, Pin-711315, W.B. 2/ *NASIMADDIN MALLICK*, S/O- Mohinoddin Mallick, by faith Muslim, aged- about 32 years, Aadhaar No. 4643 1178 1494, PAN No: CBTPM9962M, Voter Id No. AZQ1250430, Occupation- Business, residing at Bahirgangarampur, Uluberia, Howrah-711316, W.B., hereinafter called the "DEVELOPER/PROMOTER" (which expression shall unless excluded, by or repugnant to the context hereof be deemed to include its partners, respective heirs, executors, administrators, legal representative, successors-in-interest- In office and assign) of the SECOND PART.

WHEREAS EARLIER in District: Howrah, Police Station: Uluberia, J.L. No. 109, Mouza: Uluberia, recorded in R.S. Khatian No. 169, R.S. Dag No. 610, and L.R. Dag No. 750, pertaining to 10 decimal share of the said property and other associated assets as inherited by Shri. **Monidramohan Hazra** during his lifetime, along with his brother and other co-owners.

WHEREAS during his lifetime, Shri. Monidramohan Hazra, along with his brother and other co-owners, executed a Partition Deed on April 8, 1972, registered at the Additional District Sub-Registrar's Office, Uluberia, under Deed No. 2847. In this Partition Deed, the rights related to the property, classified under "Gha" in the plan, comprised 10 decimals of land.

AND WHEREAS the said Shri. Monidramohan Hazra died, leaving behind his two legal heirs namely Shri. Arun Kumar Hazra (only Son) and Smt. Nilima Rani Das (only Daughter). Thus all the two heirs of Shri. Monidramohan Hazra inherited their undivided, unpartitioned share of the land situated at J.L. No. 109, Mouza: Uluberia, R.S. Dag No. 610, and L.R. Dag No. 750, and became the joint owners in the said property as legal heirs under Hindu succession act, 1956.

AND WHEREAS the said Smt. Nilima Rani Das, out of her inherited property, donated 05 decimal of land to her own brother Shri. Arun Kumar Hazra under R.S. Dag No. 610, and L.R. Dag No. 750, by virtue of a Gift Deed, registered on 10/03/2004 at the Additional District Sub-Registrar's Office, Uluberia.

AND WHEREAS the said Shri Arun Kumar Hazra, in his individual capacity, originally held 5 decimals of land by virtue of inheritance, and subsequently acquired an additional 5 decimals of land from his sister through a valid gift deed. Consequently, he came into possession of a total of $(5+5)=10$ decimals of land. Thereafter, he duly mutated his name in the records of the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I, establishing himself as the sole owner of the said 10-decimal property.

AND WHEREAS the said Shri Arun Kumar Hazra sold 9.978 decimals out of his total 10 decimals of land, situated under R.S. Dag No. 610 and L.R. Dag No. 750, to Shri Durgaprasad Bose by virtue of a Sale Deed duly registered on 19/02/2009, vide Deed No. 0743, at the office of the Additional District Sub-Registrar, Uluberia. Subsequently, Shri Durgaprasad Bose duly mutated his name in the records of the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I under L.R. Khatian 4087, establishing himself as the sole owner of the said 9.978-decimal property.

AND WHEREAS the said Shri Durgaprasad Bose sold 9.978 decimals of land, situated under R.S. Dag No. 610,

L.R. Dag No. 750 and L.R. Khatian No. 4087, to Shri Paresh Das, S/O- Late Bankim Das and Smt. Babi Das, W/O- Shri Paresh Das by virtue of a Sale Deed duly registered on 26/12/2011, recoded in Book-I, CD Volume No.-11, Page from 6932 to 6944, Being No. 05108 at the office of the Additional District Sub-Registrar, Uluberia.

AND WHEREAS the said Shri Paresh Das, S/O- Late Bankim Das duly mutated his name in the records of the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I under L.R. Khatian 4122, establishing himself as the owner of the said 4.99-decimal property.

AND WHEREAS the said Shri Paresh Das had changed the classification of the land from *Bagan to Bastu*, situated under R.S. Dag No. 610, L.R. Dag No. 750 and L.R. Khatian No. 4122, by virtue of the Order passed by the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I, vide Case No. 308/12, Memo No. Conv/32146/1(4) (Ulu-I)/L.R., dated: 04/02/2013.

AND WHEREAS the said Smt. Babi Das, W/O- Shri Paresh Das also duly mutated her name in the records of the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I under L.R. Khatian 4123, establishing himself as the owner of the said 4.99-decimal property.

AND WHEREAS the said Smt. Babi Das, had changed the classification of the land from *Bagan to Bastu*, situated under R.S. Dag No. 610, L.R. Dag No. 750 and L.R. Khatian No. 4123, by virtue of the Order passed by the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I, vide Case No. 309/12, Memo No. Conv/32147/1(4) (Ulu-I)/L.R., dated: 04/02/2013.

AND WHEREAS the said Shri Paresh Das had died on 01/11/2014, leaving his two legal heirs, namely Smt. Babi Das (Wife) and Shri Souvik Das (Son).

AND WHEREAS the said Babi Das, W/O- Late Paresh Das already in her individual capacity, held 4.99 decimals of land, and subsequently acquired an additional 2.49 decimals of land by virtue of inheritance after the demise of her husband. Consequently, she came into possession of a total of (4.99+2.49)=7.48 decimals of land. Thereafter, she duly mutated her name in the records under L.R.

Khatian -4123, L.R. Dag No. 750 of the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I, establishing himself as the owner of the said 7.48 decimal property.

AND WHEREAS the said Souvik Das, S/O- Late Paresh Das, acquired 2.49 decimals of land by virtue of inheritance after the demise of his father. Thereafter, he duly mutated his name in the records under L.R. Khatian -4796, L.R. Dag No. 750 of the Block Land Reforms Office (BLRO) and Land Reforms Office (LRO), Uluberia-I, establishing himself as the owner of the said 2.49 decimal property.

NOW the owner of the "Schedule Property" are Smt. Babi Das and Shri Souvik Das.

AND WHEREAS the owner above name is lawfully seized and possessed by virtue of succession document issued by Uluberia Municipality and sufficiently entitled to all that the piece and parcel of vacant Bastu land total measuring an area about 9.97 decimals, the same or a little more or less, situated in District: Howrah, Police Station: Uluberia, at Sizberia, Uluberia, within the Municipal limits of Ward No-26 of Uluberia Municipality, at Mouza Uluberia, J.L. NO-109, recorded in R.S. Dag No. 610, and L.R. Dag No. 750, L.R. Khatian: 4123 & 479, which is more particularly

mentioned and described in the First Schedule, hereunder written below free from all encumbrance, attachments, liens, whatsoever and hereafter referred to as the "SAID LAND".

AND WHEREAS the owner approached the Developer and he has accepted the Owner's offer and have agreed to start the development works of (G+5) storied building in accordance with the sanctioned plan of Uluberia Municipality as desired by the Developer upon taking the property. In "A" Schedule on Development agreement basis;

AND WHEREAS after having prolonged discussion by and between the parties the terms and conditions were settled and to avoid future complications both parties hereto agreed to recite the terms and conditions as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE I:- DEFINITION

1. PROPERTY SHALL MEAN all that the piece and parcel of vacant Bastu land total measuring an area about 9.97 decimals, the same or a little more or less,

situated in District: Howrah, Police Station: Uluberia, at Sizberia, Uluberia, within the Municipal limits of Ward No-26 of Uluberia Municipality, at Mouza Uluberia, J.L. NO-109, recorded in R.S. Dag No. 610, and L.R. Dag No. 750, L.R. Khatian: 4123 & 479, within the jurisdiction of the Additional Sub Register Office Uluberia, District Register Office Howrah, which is particularly described in schedule "A" hereunder written.

2. THE BUILDING SHALL MEAN the building to be constructed (G+5) multi-storied building on tile said property mentioned. in schedule "A" below lying and situate with. Mouza and P.S. Uluberia, Dist. Howrah, L.R. Dag No. 750, L.R. Khatian: 4123 & 479, in accordance with the building plan yet to be sanctioned by the authority of Uluberia Municipality and shall include all the space and amenities intended and meant for the enjoyment of and appurtenant to the building.
3. OWNER AND DEVELOPER SHALL MEAN AND include their respective transferees and assignees.
4. PROPORTIONATE PORTION SHALL MEAN the ratio between the built up / Super built up area of the unit and the total constructed portion within the said

property, which is the undivided share in the land comprised in the premises held by the owner / land lord.

5. COMMON PORTION / FACILITIES SHALL MEAN and include the common portion to be made and erected or be reserved for convenience of the intending purchasers and/or lawful owner and occupier of the proposed building and includes corridors, stairways, lift, roof top and top roof landing, water reservoir , passage, open space, ways , drainage, sewerage septic tank, chamber, outer walls, the foundation, columns, beams, math walls, rain water pipe and other spaces and facilities common space and Common passage.
6. THE PARTY OF THE SECOND PART / DEVELOPER shall be entitled to vary and / or modify the plan of construction subject to sanction of such modified plan of the aforesaid competent authorities for mutual benefit of the owner and the co-occupiers of the proposed building and shall not make any deviation thereof.
7. SALEABLE PORTION SHALL MEAN the space in the building available for independent use and occupation after making due provisions for common

space and facilities and the spaces required for owners allocation.

8. OWNER'S ALLOCATION SHALL MEAN the two owners, Smt. Babi Das and Shri Souvik Das will be allocated 35% constructed area, including Super-built up & Lift facilities, on the new constructed building.

That the owner's allocation shall also mean reasonable space for cycle/motor-cycle, space for common use of owners.

That if the said area is not equal to the area to be allocated to the owner in that event the Developer shall pay Rs.2000/- per sqft. of the said area of the building.

9. DEVELOPER ALLOCATION SHALL MEAN the said balance 65% constructed on area of total construction area, including Super-built up & Lift facilities, of said Building including the proportionate share right, title and interest in common facilities and on enmities including the right of using the said facilities with right to the undivided proportionate Share in the land with all right of the Developer to negotiate for sale out of the said portion either to the intending purchaser or purchasers for adjustment of their expenditure and

investments of the finance for raising the construction at the said property as per the sanctioned plan, save and except the owner's allocation. That Developer will use their allocation depending on their business needs of proposed building.

10. THAT THE FLAT NUMBER(S) & ALLOCATION for both the Owner and the Developer shall be determined later or upon the sanctioning of the building plan, subject to consultation and mutual agreement with the Owner.

11. THAT THE party of the Second part / Developer will arrange following Provision for the flat of the party of the fast part / Owners:-

- | | |
|---------------------|--|
| A) Brick work | 8" brick wall on the outside of the flat and 5"+3" inside the flats respectively. |
| B) Plaster | Both inside and outside of the flat and also outside paint / colour with snow cement. |
| C) Plaster of Paris | Total inside of the flat . |
| D) Floor | Tiles of entire inside of the flats. |
| E) Kitchen | 5' Black stone for the kitchen slab and 2' glazed tiles above the slab, one sink and two water tap connection. |

- F) Bathroom** 6' marble skirting of the inside wall and glaze-tiles above skirting, one commode with flash , one basin, one water shower and two tap water connection.
- G) Door** Sal wooden frame with flash door and necessary hardware fitting.
- H) Window** Aluminium Box Grill window with glass fittings.
- I) Electric** 15 no. electric points (including 1 no. 15 Amp. Power point) each flat.
- J) Water resources** Double water supply one for deep tube well if permission given by proper authority & other from Corporation supply.
- K) Bio-Sewage** Bio-sewage treatment system in the proposed flat, designed to efficiently process wastewater in an eco-friendly manner.
- L) Extra work** any extra work other than this standard specifications shall be charged extra as decided by authorized engineer of the developer and the cost must be deposited before the execution of such work.

12. BUILDING PLAN SHALL MEAN the obtained or sanctioned plan for construction of the building from Uluberia Municipality and shall also include all modification and amendment subject to sanction of such modified plan the aforesaid competent authorities for mutual benefit of the owner and the co-occupiers of the proposed building.
13. TRANSFER WITH ITS GRAMMATICAL VARIATION SHALL MEAN and include a transfer by possession and by other means and effecting transfer of spaces of the building by documents in terms of the provision of Transfer of Property ACT in pursuance of the terms and condition herein mentioned.
14. THE COMPLITION OF CONSTRUCTION SHALL MEAN Developer undertake to complete proposed construction and will be completed within 42 months from the date of execution of Agreement. But if the construction work stopped and/or withheld for any litigation and/or situation beyond control due to natural calamities, the party of the second part entitled to get legitimate extension period for the same and the Developer further undertake to take all sets of risk and/or endeavour to complete such scheme within the time as specified herein above.

The Owner shall not be asked to take any type of liability for the construction of the said building.

15. **SALVAGE** - Salvage of all excess soil withdrawn from piling work shall belong to Developer and taken over by the Developer self cost and responsibilities through his agencies .

16. **PROPORTIONATE SHARE OF CONSTRUCTED AREA:**

THAT in consideration of the Owners permitting the Developer to undertake the development of the aforementioned property and/or construct the proposed multi-storied building in accordance with the sanctioned plan, which is yet to be obtained by the Owners through the Developer, it is hereby agreed that the Owners (First Party) shall receive 35% of the total constructed area including Super-built up , while the Developer (Second Party) shall receive 65% of the total constructed area including Super-built up, as per the sanctioned plan.

17. THAT the Owner has received Rs. 5,00,000/- (Rupees Five Lakhs only) from the Developer which is refundable with the proportionate share of the Owner's allocation.

ARTICLE II :-

Title, identities and representations: The owner hereby declare and covenant with the Developers as follows:-

1. That the owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said land described in the schedule below.
2. That the said land is free from all encumbrances, charges, liens, acquisitions, requisitions, attachments whatsoever or howsoever in nature in respect of the said land or any part thereof.
3. There is no attachment under the Income Tax Act or under any provisions of public demands Recovery Act in respect of the said land nor any notice in respect of any such proceedings has been received by or served upon the owner or any person claiming to the owners. The Developer will pay all the arrear due & taxes of the premises.
4. That the owners have absolute right and authority to enter into the agreement with the Developer in respect of the said land.

5. That the Developer hereby agrees and undertakes to raise the building in accordance with the sanctioned / approved building plan from Uluberia Municipality.

6. That the Building Completion Certificate shall be obtained from the appropriate authority upon completion of the building, with the Developer providing necessary assistance as required.

ARTICLE III : Commencement

This agreement shall be deemed to have commenced and shall commence on and from the execution of this Deed of Agreement by the owner and the Developer.

ARTICLE-IV: DEVELOPER'S RIGHT TO CONSTRUCTION

1. THAT the Developer shall construct and complete the said multi-storied building as per sanctioned plan and specifications and shall undertake full responsibility and the Owner shall not be anyway responsible and be kept indemnified by the developer for any incident or accident which may occur in the said premises due to its construction activities and or faulty design and /or other anomaly or defect or default whatsoever and the Developer shall keep the Owner fully indemnified at all times against any loss or damages which may be

caused to the Owner or anyone else due to any accident during construction or any unauthorized construction in deviation of the sanctioned plan and/or due to any other cause whatsoever.

2. THAT all applications, plans, and other requisite documents prepared by the Party of the Second Part/Developer for the purpose of obtaining plan sanction shall be duly signed by the Party of the First Part and submitted to the Party of the Second Part to facilitate further proceedings.
3. THAT the Developer agrees to incur all costs, charges and expenses for planning, modification of the sanctioned plan and construction the said multi-storied building as per sanctioned plan, including the payment of Architect's fees etc.
4. THAT the Developer agrees to complete the entire construction work of the proposed multi-storied building in all respect and shall hand over Owner's share of allocation & or delivered the proposed building to the Owner being fully completed and in habitable condition.
5. The Developer agrees to enjoy, negotiate and enter into agreement for sale with buyers and accept advance and / or consideration money for the disposal

of Developer's allocation as the said Developer may think fit and proper from all such person or persons it may desire without any interference from the Owner and the Owner in no way is responsible for advances taken by the Developer from the buyers whether the building is completed or not Adv. Marufa Parveen of Uluberia Court, shall prepare all such deeds, documents and agreements for sale those flats, Rooms and other spaces in the said Building.

6. The Owner agrees to execute a Registered power of attorney to the Developer for construction and commercial exploitation of the said building being land (more fully described in the Schedule "A" enclose herewith) and also authorizing the said Developer to execute and register the sale deed in respect of the Developer's allocation only in the proposed building to the prospective buyer-or buyers and also to present such deed before the appropriate Registering Authority.

7. **DEVELOPMENT AND CONSTRUCTION** :The OWNERS grant exclusive license to the Developer/Promoter to develop the said premises by construction of a new Residential/Commercial building complex after-raising and / or developing the ground level as per

requirement at the said plot of land which is more particularly mentioned in the Schedule "A" hereunder written. The license as mentioned above granted to the DEVELOPER/PROMOTER shall license as contemplated in Section 60(b) of the Indian Easement Act, 1982, and the rules framed there under.

8. THAT any amount received or receivable from the purchaser or transferee against the sale of flats/ rooms/ go down/ other spaces in the said building out of developer's allocation shall belong to be received by the developer only and the Developer shall have absolute right and authority to operate same in his sole discretion and the scheme of transfer or sale deed shall be drawn up by the Developer's Advocate, Adv. Marufa Parveen of Uluberia Court, only. All costs, charges, expenses and fees payable for stamp duty, registration charges, Advocate's fees for all such deeds documents, writings, agreements, conveyances shall be borne and paid by the respective purchaser only.

ARTICLE-V: TITLE DEEDS

1. Immediately after execution of the agreement the owner shall make it convenient to hand over the

photocopy of title deeds of land to the developer or his authorized Advocate, Adv. Marufa Parveen of Uluberia Court. The owner shall show the title deeds of her property whenever required till the building is fully completed and shall hand over the original title on completion of the new building, is mandatory.

2. a) That the owner is the full and absolute owner of the scheduled said property more fully described in the schedule" A" hereunder written and good and marketable title to the said land and are entitled to enter into this Agreement.

b) That the said land and every part thereof is free from all encumbrances, liens, lispendences, trusts, attachments, charges, alignments, acquisitions, requisitions and all sorts of liabilities whatsoever or howsoever.

c) That there is no suit or proceedings pending regarding the title of the owner to the said property or any part thereof or otherwise.

d) That save and except the owner, nobody has any right, title, interest and claim or demand what so ever over and in respect of e said property or any part thereof.

e) That the Owner is in peaceful possession of the said property and nobody whatsoever and howsoever has any right of possession or occupation over and in respect of the said property or any part thereof.

ARTICLE-VI: POSSESSION

That the Developer shall complete and construct of the proposed multi-storied building within a period of 42 months from the date of execution of this Agreement, in all respect in terms of Agreement, and in accordance with the plan sanctioned by the authorities concerned and the Developer shall have exclusive right of construction of the said building without any interruption from the Owner of their men. Further, possession period can be extended as necessary discussion between the Owner and Developer.

ARTICLE-VII: POWER OF ATTORNEY

1. THAT THE execution of this presents the owner shall remain liable to execute and register "DEVELOPMENT POWER OF ATTORNEY" in favour of the party of the Second part / Developer granting due and all requisite authority to the party of the Second part / Developer to enter

upon the said premises, take measurement and construct the said proposed building pursue the sanction of the plan of the construction of building, represent the owner before all authorities for modified sanction of the plan any, submit application on behalf of the owner for procuring building materials and / or otherwise to peruse to fulfil the above objectives and authorizing the party of the Second part to execute and registered all proposed Deeds in favour of prospective purchasers as her Attorney in respect of allocated share of the party of the Second part/ Developer.

ARTICLE-VIII

1. That in consideration of the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligations to be fulfilled by the Developer, the Developer shall get the Developer's allocation in the said premises and

the Developer shall keep the Owner fully indemnified for all times to come and for all purposes and consequence whatsoever.

2. That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees for the entire building by the Developer.

ARTICLE-IX:

1. In the event if the Developer is unable to complete the proposed buildings within a period of 42 months from the date of execution of this Agreement for any other reasons stated above the Owner have the absolute power to rescind / cancel this agreement upon giving 60 days notice to the Developer and in that event the Developer shall withdraw all their workers / labour from the said premises and shall be bound to deliver vacant possession thereof to the Owner forthwith and neither party

shall have any claim , damage or charges against each other .

2. That the Developer shall complete the construction of the said building in terms of the sanctioned plan strictly within a period of 42 months from the date of execution of this Agreement subject to force clause.
3. That the Owner shall co-operate with the Developer for construction and completion of the new multi-storied building at the said land.
4. That the Owner shall sign or endorse all necessary papers, applications, documents and agreements which may be required by the Developer for obtaining the loans for purchase of the flats by the prospective purchaser/purchasers out of only Developer's portion or allocation without imposing any financial liability to the Owner. However, the prospective purchasers obtaining such loans shall may be responsible for repayment of the same and also the liability concerning and touching to the said loans, the Owner shall not be liable

for repayment of the same or responsible for the same excepting to give necessary consent in this regard. However, no mortgages or charges or encumbrances can be created on the Owner's share by Developers and the prospective purchasers for getting financial assistances as aforesaid for obtaining construction loan and purchase of flats.

5. That the Owner shall not cause any obstruction or interference in the bonafide construction / erection and completion of the New Multi-Storied Building on the said vacant land .
6. That the Owner shall pay all the arrear rent and taxes, Municipality charges in respect of the said land up to the date of execution of Agreement.
7. That the Owner shall not have any obligation for giving consent for selling the spaces of the developer's allocation and this agreement itself should be treated as consent of the Owners provided that the

Developer shall fulfil all its obligations under this Agreement.

8. That the Owner and Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or constructed as partnership between the owner and the developer or as joint venture nor shall the owner and the developer in any manner constitute as association of persons .

9. The Developer take possession of the A Schedule property on the date of execution of this Agreement/and the entire land will remain in their custody till completion of the construction and possession of Owner's share of allotted portion is deliver to them in terms of the agreement hereof. The Developer will raise proper boundary wall with wire facing and sewerage system as per design of the Architect.

ARTICLE-X: MISCELLENEOUS

1. THAT THE party of the second part/developer shall be held responsible for any accident caused during the period of construction.
2. THAT THE party of the second part/developer shall be held responsible for safety and good condition of construction of the building.
3. THAT THE party of the first part/owner and/or her heirs, nominees shall peacefully enjoy the landowner's allocation without any hindrance and/or disturbance either from the party of the second part/developer and from any other occupants of new buildings.
4. That the agreement is made at the free consent of the respective parties.
5. That after the construction of the proposed building is fully completed. The party of the first part/owner and party of the 2nd part/developer jointly shall cause an "Owner Association" or a "Society of Syndicate" to be formed or established by the occupiers, including the party of the first part/owner and the party of the 2" part/developer shall have

over the control and management of the proposed building to the said body.

6. It is hereby agreed by and between the parties that the name of the proposed multi-storied building shall be decided at a later stage, and the decision regarding the name shall rest solely and exclusively with the Developer.
7. Both Owner and the Developer agree to demarcate their respective allocation in the proposed building to be constructed therein by demarcating in the copy of the sanctioned with respective colours and to be counter signed by the parties hereto.
8. The Developer shall not be treated in default if the work is delayed due to the reasons amounting to "FORCE MAJUR" & "FORCE MAJUR" shall means flood , earthquake, riot civil and political unrest, strike, court orders and any other acts or omission beyond its control.
9. For the purpose of sale and transfer respective allocations no further consent of the other party shall be required and this Agreement by itself shall

be treated as such consent. If required, the Developer and Owner shall obtain necessary sanction u/s 230(A) of Income Tax Act for sale or transfer of their respective shares of allocation and all legal cost and other expenses, incidentals thereto shall be borne by them for their respective shares.

10. THAT it shall be the responsibility of the Developer to secure the maximum permissible space under the applicable bye-laws of the concerned authorities, ensuring the optimal commercial utilization of the value of the said land.

SCHEDULE A :-
(DESCRIPTION OF LAND & MAP)

ALL THAT the piece and parcel of vacant Bastu land total measuring an area about 9.97 decimals, the same or a little more or less, situated in District: Howrah, Police Station: Uluberia, at Sizberia, Uluberia, within the Municipal limits of Ward No-26 of Uluberia Municipality, at Mouza Uluberia, J.L. NO-109, recorded in R.S. Dag No. 610, and L.R. Dag No. 750, L.R. Khatian: 4123 & 479, within the jurisdiction of the Additional District Sub Register Office Uluberia, District Register Office Howrah, and butted and bounded as under:

ON THE NORTH : Dag No.- 610 & Land of Avijit Hazra & others

ON THE SOUTH : 20ft Common Passage & Municipal Public Road

ON THE EAST: 6' Common Passage

ON THE WEST: Pukur Par & Pukur (Dag No.- 609)

The land Plan is shown in & annexed herewith forming part of the document/ agreement.

SCHEDULE-B

(Common areas and facilities)

- a) The foundation, columns, beams, main walls, corridor, stairs entrance & exit of the building roof top ,lift, top roof landing, water reservoir passages, open space ways, drainage, sewerage, septic, chamber, outer walls and other facilities necessary for easy enjoyment of the inhabitant of the building.
- b) Installation of pumps, Motor pipes for common use.
- c) Other common parts as mentioned above or may be specifically provided in the building plan including side space.
- d) The Roof on the top of the said building will be the joint property of the Developer and the owner and the party of the 2nd part and the owner and the intending purchasers also entitle to use/easement right the roof.

SCHEDULE C

[Common expenses]

- a) Proportionate share of all rates and taxes .
- b) Property Tax.
- c) Proportionate expenses for maintaining common area and facilities.
- d) Proportionate costs of cleaning.
- e) Other expenses as may be necessary.

MONEY RECEIPT

Received from the within named DEVELOPER the within mentioned sum of Rs.5,00,000/- (Rupees Five Lakhs only) by online transfer, Transaction ID No.

ICICR520 Date 12/12/2024, issued on ICICI

Bank Uluberia Branch by within named below.

Babi Das
Smt. Babi Das

Souvik Das
Shri Souvik Das,

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hand and seal on the day, month and year above written. SIGNED, SEALED AND DELIVERED in the presence of

1) Bali Das

2) 

(Signature of the LAND OWNER).

1) **ROYAL CONSTRUCTION**
Surajit Banerjee
Partner

2) **ROYAL CONSTRUCTION**
Nasimuddin Mami
Partner

(Signature of the DEVELOPER)

Witness:

1) Marufa Parveen
Uluberia, Howrah.

2) SK. Sona
Behrangpur, Uluberia

Drafted by me & Prepared
in my Sheresta:-

M. Parveen

MARUFA PARVEEN
Advocate

Uluberia Civil & Criminal Court
En No.: F/1582/2021



THUMB	INDEX	MIDDLE	RING	LITTLE	
					LEFT HAND
					RIGHT HAND

Babie Das

Babie Das



THUMB	INDEX	MIDDLE	RING	LITTLE	
					LEFT HAND
					RIGHT HAND

Souvik Das

Souvik Das



THUMB	INDEX	MIDDLE	RING	LITTLE	
					LEFT HAND
					RIGHT HAND

Surajit Barui

Surajit Barui



THUMB	INDEX	MIDDLE	RING	LITTLE	
					LEFT HAND
					RIGHT HAND

Nasimuddin Maulik

Nasimuddin Maulik

:: DEVELOPMENT AGREEMENT PLAN ::

District - Howrah, P.S. - Uluberia, Mouza - Uluberia, J.L. No.- 109,
R.S. Dag No. 610, L.R. Dag No. - 750, L.R. Kh. No. - 4123.479
Area of Land = 4350.00 Sq.ft. or 9.978 Dec. or 6.041 Cottah.
Shown in Red Vorder Not to Scale.

DEVELOPER: ROYAL CONSTRUCTION (PARTNER: SRI SURAJIT BANERJEE &
NASIMADDIN MALLICK)
LAND OWNER : SMT. BABI DAS, & SOUVIK DAS



Babi Das

Souvik Das

SIGNATURE OF THE
LANDOWNER

ROYAL CONSTRUCTION
Surajit Banerjee
Partner

ROYAL CONSTRUCTION
Nasimaddin Mallik
Partner

SIGNATURE OF THE
DEVELOPER



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



111220242031234216

GRIPS Payment Detail

GRIPS Payment ID: 111220242031234216 Payment Init. Date: 11/12/2024 20:44:10
Total Amount: 9042 No of GRN: 1
Bank/Gateway: SBI EPay Payment Mode: SBI Epay
BRN: 4619782094217 BRN Date: 11/12/2024 20:44:40
Payment Status: Successful Payment Init. From: Department Portal

Depositor Details

Depositor's Name: Mr SURAJIT BANERJEE
Mobile: 9836455892

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250312342178	Directorate of Registration & Stamp Revenue	9042
Total			9042

IN WORDS: NINE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Surajit Banerjee



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



192024250312342178

GRN Details

GRN: 192024250312342178 Payment Mode: SBI Epay
GRN Date: 11/12/2024 20:44:10 Bank/Gateway: SBIEpay Payment Gateway
BRN : 4619782094217 BRN Date: 11/12/2024 20:44:40
Gateway Ref ID: IGASESLUH6 Method: State Bank of India NB
GRIPS Payment ID: 111220242031234216 Payment Init. Date: 11/12/2024 20:44:10
Payment Status: Successful Payment Ref. No: 3003131236/6/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr SURAJIT BANERJEE
Address: BAHIRGANGARAMPUR, ULUBERIA, HOWRAH
Mobile: 9836455892
Period From (dd/mm/yyyy): 11/12/2024
Period To (dd/mm/yyyy): 11/12/2024
Payment Ref ID: 3003131236/6/2024
Dept Ref ID/DRN: 3003131236/6/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3003131236/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	4021
2	3003131236/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	9042

IN WORDS: NINE THOUSAND FORTY TWO ONLY.

Surajit Banerjee

Major Information of the Deed







Deed No :	I-0505-07268/2024	Date of Registration	12/12/2024
Query No / Year	0505-3003131236/2024	Office where deed is registered	
Query Date	10/12/2024 3:27:32 PM	A.D.S.R. ULUBERIA, District: Howrah	
Applicant Name, Address & Other Details	Marufa Parvin Uluberia Court, Thana : Uluberia, District : Howrah, WEST BENGAL, Mobile No. : 9836455892, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2,00,000/-	Rs. 21,09,264/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 5,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Uluberia, Municipality: ULUBERIA, Road: Ward No 26 By Lane, Mouza: Sijberia, JI No: 106, Pin Code : 711316

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-750 (RS :-)	LR-4123	Bastu	Bastu	4.985 Dec	1,00,000/-	10,54,632/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	LR-750 (RS :-)	LR-479	Bastu	Bastu	4.985 Dec	1,00,000/-	10,54,632/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		TOTAL :			9.97Dec	2,00,000 /-	21,09,264 /-	
		Grand Total :			9.97Dec	2,00,000 /-	21,09,264 /-	







Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Babi Das Wife of Late Paresh Das Executed by: Self, Date of Execution: 12/12/2024 , Admitted by: Self, Date of Admission: 12/12/2024 ,Place : Office		 Captured	
	12/12/2024	12/12/2024	12/12/2024	
Nona Kamarshala, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711315 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.:: aexxxxxx0a, Aadhaar No: 73xxxxxxxx2943, Status :Individual, Executed by: Self, Date of Execution: 12/12/2024 , Admitted by: Self, Date of Admission: 12/12/2024 ,Place : Office				
2	Name Mr Souvik Das Son of Late Paresh Das Executed by: Self, Date of Execution: 12/12/2024 , Admitted by: Self, Date of Admission: 12/12/2024 ,Place : Office		 Captured	
	12/12/2024	12/12/2024	12/12/2024	
Nona Kamarshala, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711315 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: bfxxxxxx6h, Aadhaar No: 65xxxxxxxx1012, Status :Individual, Executed by: Self, Date of Execution: 12/12/2024 , Admitted by: Self, Date of Admission: 12/12/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Royal Construction Bahirgangarampur, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711316 Date of Incorporation:XX-XX-2XX4 , PAN No.:: abxxxxx6p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Surajit Banerjee (Presentant) Son of Shri Brojo Gopal Banerjee Date of Execution - 12/12/2024, , Admitted by: Self, Date of Admission: 12/12/2024, Place of Admission of Execution: Office		 Captured	
	Dec 12 2024 12:08PM	LTI 12/12/2024	12/12/2024	
Nona Saradapalli, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711315, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: ARxxxxxx8H, Aadhaar No: 22xxxxxxxx0357 Status : Representative, Representative of : Royal Construction (as)				
2	Name Mr Nasimaddin Mallick Son of Mr Mohinoddin Mallick Date of Execution - 12/12/2024, , Admitted by: Self, Date of Admission: 12/12/2024, Place of Admission of Execution: Office		 Captured	
	Dec 12 2024 12:07PM	LTI 12/12/2024	12/12/2024	
Bahirgangarampur, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711315, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: CBxxxxxx2M, Aadhaar No: 46xxxxxxxx1494 Status : Representative, Representative of : Royal Construction (as)				

Identifier Details :

Name	Photo	Finger Print	Signature
Sk. Sona Son of Sk. Jabbar Ali Alipukur, City:- , P.O:- Bahira, P.S:- Uluberia, District:-Howrah, West Bengal, India, PIN:- 711316		 Captured	
	12/12/2024	12/12/2024	12/12/2024
Identifier Of Smt Babi Das, Mr Souvik Das, Shri Surajit Banerjee, Mr Nasimaddin Mallick			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt Babi Das	Royal Construction-2.4925 Dec
2	Mr Souvik Das	Royal Construction-2.4925 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Smt Babi Das	Royal Construction-2.4925 Dec
2	Mr Souvik Das	Royal Construction-2.4925 Dec

Land Details as per Land Record

District: Howrah, P.S:- Uluberia, Municipality: ULUBERIA, Road: Ward No 26 By Lane, Mouza: Sijberia, JI No: 106,
Pin Code : 711316

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 750, LR Khatian No:- 4123		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 750, LR Khatian No:- 479		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 050507268 / 2024

On 12-12-2024

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

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

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

Presented for registration at 11:53 hrs on 12-12-2024, at the Office of the A.D.S.R. ULUBERIA by Shri Surajit Banerjee .

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 21,09,264/-

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

Execution is admitted on 12/12/2024 by 1. Smt Babi Das, Wife of Late Paresh Das, Nona Kamarshala, P.O: Uluberia, Thana: Uluberia, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by Profession House wife, 2. Mr Souvik Das, Son of Late Paresh Das, Nona Kamarshala, P.O: Uluberia, Thana: Uluberia, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by Profession Service

Indetified by Sk. Sona , , Son of Sk. Jabbar Ali, Alipukur, P.O: Bahira, Thana: Uluberia, , Howrah, WEST BENGAL, India, PIN - 711316, by caste Muslim, by profession Advocate

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

Execution is admitted on 12-12-2024 by Shri Surajit Banerjee, , Royal Construction, Bahirgangarampur, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711316

Indetified by Sk. Sona , , Son of Sk. Jabbar Ali, Alipukur, P.O: Bahira, Thana: Uluberia, , Howrah, WEST BENGAL, India, PIN - 711316, by caste Muslim, by profession Advocate

Execution is admitted on 12-12-2024 by Mr Nasimaddin Mallick, , Royal Construction, Bahirgangarampur, City:- , P.O:- Uluberia, P.S:-Uluberia, District:-Howrah, West Bengal, India, PIN:- 711316

Indetified by Sk. Sona , , Son of Sk. Jabbar Ali, Alipukur, P.O: Bahira, Thana: Uluberia, , Howrah, WEST BENGAL, India, PIN - 711316, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/12/2024 8:44PM with Govt. Ref. No: 192024250312342178 on 11-12-2024, Amount Rs: 5,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4619782094217 on 11-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 4,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1310, Amount: Rs.1,000.00/-, Date of Purchase: 12/12/2024, Vendor name: M I Rahaman

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/12/2024 8:44PM with Govt. Ref. No: 192024250312342178 on 11-12-2024, Amount Rs: 4,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4619782094217 on 11-12-2024, Head of Account 0030-02-103-003-02



Ayan Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ULUBERIA
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0505-2024, Page from 134660 to 134707

being No 050507268 for the year 2024.



Digitally signed by AYAN MUKHOPADHYAY
Date: 2024.12.13 14:12:47 +05:30
Reason: Digital Signing of Deed.

(Ayan Mukhopadhyay) 13/12/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ULUBERIA
West Bengal.