I 8546/2024 8729/24 एक सौ रुपये Rs. 100 ONE ক: 100 HUNDRED RUPEES भारत INDIA INDIA NON JUDICIAL পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL AR 840468 arking may be common a admitted to registration. The - Aunte sheet / shoot's and the enduration and spectraheors straining with this document's are the part Of the document 0 4 DEC 2024. North 24 Parganas DEVELOPMENT AGREEMENT) A DEC 2024. THIS DEED OF AGREEMENT is made on this the day of December, 2024 (Two Thousand and Twenty Four) as . per CHRISTIAN ERA. Contil 2

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BETWEEN

SRI SATYABRATA SINHA (PAN: AKQPS6921C), Son of Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, Residing at: "Benimadhab Bhawan" Flat No. 3A & 3B, 3rd Floor, 4no. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, hereinafter called and referred to as the" LAND OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

AND

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 having PAN: AALFR2292N hereby represented by its Partners:

- (1) SRI SATYABRATA SINHA (PAN: AKQPS6921C), Son of Late Shyam Mohan Sinha, by Nationality-Indian, by Religion Hindu, by occupation Business, Residing at: "Benimadhab Bhawan" Flat No. 3A & 3B, 3rd Floor, 4no. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- (2) SRI UTTAM GOSWAMI (PAN: AJSPG9562G), Son of Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata -700113.

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(3) SRI SUJAY DAS (PAN: AMYPD2858H), Son of Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110, (4) SRI SHAMBHU NATH DAS (PAN: AFDPD5166N), Son of Late Narayan Chandra Das, by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as PROMOTER/DEVELOPER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their respective heirs, executors, administrators, representatives & Successor-in-Office) of the OTHER PART.

WHEREAS after the partition of India a large number of residence of formal East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such homeless persons for their residence in West Bengal,

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant land in the urban area for homestead purpose.

AND WHEREAS the predecessor-in-title of the present Land Owner namely Sri Mahendra Chandra Dey (Son of Late Mukunda Chandra Dey) was one of such persons who had come to use and occupy a piece of land particularly described in the schedule hereunder written.

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AND WHEREAS the said Sri Mahendra Chandra Dey being refugee displaced from the then East Pakistan now Bangladesh approached the Government of West Bengal for the said plot of land for his rehabilitation.

AND WHEREAS the Govt. of West Bengal subsequently by a Deed of Gift, being No. 1253, dated 05.02.1988 and registered at A.D.R. North 24 Parganas, Barasat and recorded in Book No. I, Volume No. XVII, pages from 209 to 212, being No. 1253 for the year 1988 gifted a piece and parcel of land admeasuring more or less 05 Cottah comprised in part of C.S. 8 R.S. Dag No. 490 (P), E.P. No. 89, S.P. No. 132/3 of Mouza - Sodepur, J.L. No. 8, P.S. Khardah, District - North 24 Parganas, in favour of Sri Mahendra Chandra Dey and delivered possession in his favour.

AND WHEREAS after obtaining the said landed property the said Mahendra Chandra Dey got his name mutated with the office of the Panihati Municipality and residing there by constructing a residential house, and paying taxes regularly.

AND WHEREAS the said Mahendra Chandra Dey while had been enjoying the actual physical possession of the said landed property he died intestate on 14.10.1999 leaving behind him his wife namely Smt. Rani Bala Dey, two sons namely Sri Tarak Nath Dey, Sri Biswanath Dey and two married daughters namely Smt. Shikha Ghosh (Wife of Sri Sharanan Ghosh) and Smt. Sima Guha (Wife of Sri Dilip Guha) as his surviving legal heirs and successors.

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AND WHEREAS thereafter said Rani Bala Dey while enjoying the landed property with her two sons & two daughters she died intestate on 02.09.2013 leaving behind her two sons namely Sri Tarak Nath Dey, Sri Biswanath Dey and two married daughters namely Smt. Shikha Ghosh (wife of Sri Sharanan Ghosh) and Smt. Sima Guha (wife of Sri Dilip Guha) as her surviving legal heirs and successors and the landed property left by deceased Mahendra Chandra Dey and deceased Rani Bala Dey was devolved upon their two sons and two married daughters as above named as undivided 1/4th share in each part as per the provision of Hindu Succession Act, 1956. And they have been jointly possessing the same peacefully without interruption of others.

Nath Dey, Sri Biswanath Dey and two married daughters namely Smt. Shikha Ghosh (wife of Sri Sharanan Ghosh) and Smt. Sima Guha (wife of Sri Dilip Guha) jointly sold out 01 Cottah 14 Chittaks 35 ag.ft. of lawd into and out of the aforesaid 05 Cottah of landed property lying and situated at Mouza Sodepur, comprised & contained in C.S. & R.S. Dag No. 490(P), J.L. No. B, E.P. No. 89, S.P. No. 132/3, P.S. Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, District North 24 Parganas infavour of the present Land Owner hereof namely Sri Satyabrata Sinha by executing a Deed of Conveyance which was executed & registered on 11.05.20215 at the office A.D.S.R. Sodepur and the same was recorded in Book No. I, Volume No. 1524-2015, pages from 1251 to 1279 being no. 152402506 for the year 2015.

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AND WHEREAS in the foregoing events & description the said Sri Satyabrata Sinha (the land owner hereof) by virtue of the aforesaid Deed of Conveyance has became the absolute & lawful owner of the said land admeasuring more or less 01 Cottah 14 Chittacks 35 Sq.ft. comprised in part of C.S. & R.S. Dag No. 490(P), E.P. No. 89, S.P. No. 132/3, of Mouza - Sodepur, J.L. No. 8, P.S. Khardah, District - North 24 Parganas, Kolkata-700110 and he recorded his name in the L.R. record of right vide L.R. Dag No. 282/490 & L.R. Khatian No. 2341 and he also mutated his name in the office of Panihati Municipality, bearing holding no. 102/A, 4No. Deshbandhu Nagar, under Ward No. 13 and paying the relevant taxes to the authority concern and enjoying the same as the absolute and lawful sole owner of the said landed property which is free from all sorts of encumbrances.

AND WHEREAS with a view to develop or cause to be developed by constructing a multistoried building over the said plot of land of the Land Owner hereof measuring more or less 01 Cottah 14 Chittacks 35 Sq.ft. of land morefully and particularly described in the schedule hereinbelow, hereinafter called and referred to as the "SAID PROPERTY" the Developer herein approached the owner and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

AND WHEREAS the owner herein hereby agree to authorise the Developer to construct the multistoried building in the under mentioned schedule of property, morefully and

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particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE-I

DEFINITION

1. OWNER:

SRI SATYABRATA SINHA, Son of Late Shyam Mohan Sinha, Residing at: "Benimadhab Bhawan" Flat No. 3A & 3B, 3rd Floor, 4no. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

2. DEVELOPER:

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 hereby represented by its Partners:

- (1) SRI SATYABRATA SINHA, Son of Late Shyam Mohan Sinha, Residing at: "Benimadhab Bhawan" Flat No. 3A & 3B, 3rd Floor, 4no. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110
- (2) SRI UTTAM GOSWAMI, Son of Late Gouranga Goswami, Residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

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- (3) SRI SUJAY DAS, Son of Late Shib Chandra Das, Residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,
- (4) SRI SHAMBHU NATH DAS, Son of Late Narayan Chandra Das, Residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115.
- 3. LAND: The land described in the schedule hereunder written.
- 4. BUILDING: Means multistoried building to be constructed on the schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owner at the cost of the developer.
- 5. ARCHITECT: Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.
- 6. BUILDING PLAN: Plan to be sanctioned by the Panihati Municipality.
- 7. TRANSFER: Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer or space/flat in multi-storied building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.
- 8. TRANSFEREE: Shall mean a person to whom any space/ flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owner or the respective space/flat of the said building and/or otherwise.
- 9. TIME: Shall mean the construction to be completed within 24 months from the date of sanctioned plan or hand over the possession which ever is later.

10. COMMENCEMENT: This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

- (A) This Agreement shall come into effect automatically and immediately on Execution of these presents by and between the Parties hereto.
- (B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owner in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat portion in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

ARTICLE-III

LAND OWNER'S REPRESENTATION

- (a) The Land owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) None other than a Land owner has any claim, right, title and/ or demand over and in respect of the said premises and/ or any portion thereof:
- (c) That the said property is free from all encumbrances, charges, liens, Ilspendence, attachments, acquisition, requisition whatsoever or howsoever.
- (d) That the Developer i.e. the Other Part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.

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(e) That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

REPRESENTATIONS

- (i) The Land owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendence, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
 - (ii) The Land owner has absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES :

The scope of work envisaged to be done by the Developer hereunder shall include :

- (i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.
- (ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owner's shall be entertained in any case.

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- (iii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land Owner.
- (iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
- (v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/ buildings which completely includes as Developer's areas/ portions in the proposed building at the sald premises and/ or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under him shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market.
 - (vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owner and to submit the stime to the concerned authority in the name of the owner at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owner from the concerning authority/s.

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(vii) The Developer hereby undertakes to indemnify and keep indemnified the Land owner from and against any and all actions, charges, claims any third party arising out of due to the negligence of non-compliance of any law, byelaw, rules and regulations of the Panihati Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(viii) The Developer will complete the construction within 24 months from the date of sanctioned plan or hand over the possession which ever is later. For this purpose Developer must take all necessary steps. However, in any case if the Developer fails to complete the sald construction work within a period of within 24 months from the date of sanctioning of the plan by the Panihati Municipality or hand over the possession which ever is later barring unforeseen circumstances, the Developers will be held liable to appropriately be compensated, the Land Owner by payment of money towards damages.

- (ix) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owner indemnified.
- (x) The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.
- (xi) The grade of concrete to be used will conform to ISI-M2O.

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ARTICLE-VI

CONSIDERATION

Shall mean the constructed area of the said building so to be constructed in accordance with the plan so to be sanctioned by Panihati Municipality receivable by the Owner as consideration for the construction and for transferring the constructed area of the said building receivable by the developer/promoter against the construction cost, borne by the promoter/developer alongwith the proportionate share of land in favour of the developer/ promoter and/or its/their nominee/nominees and/or the intending purchasers nominated by the developer/promoter. It is agreed by and between the parties that the developer will give as consideration to the Owner and/or the Owner will receive as consideration from the developer/promoter that a Garage on the Ground Floor, being Garage No. 2, West Facing, measuring an area of 299 Sq.ft. super builtup area having Carpet Area 234 sq.ft. a little more or less of the proposed multistoried building ALONGWITH a sum of Rs. 1,07,88,000.00 (Rupees One Crore Seven Lakh Eighty Eight Thousand) only as Owner's Allocation out of which a sum of Rs. 1,00,000.00 (Rupees One Lakh) only shall be paid by the Developer to the Land Owner on or before execution & registration of this Development Agreement and the rest amount will be paid by the Developer to the land owner at the time of hand over of possession of owners' allocation garage and the Land Owner after receiving such amount shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation garage as mentioned herein above and the entire consideration amount as Owner's allocation the Owner herein shall have no future claim or demand in respect of his allocation from the Developer.



ARTICLE-VII

PROCEDURE

- 1. The Land owner shall execute a Power of Attorney for Development as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only. During continuation of this agreement the owner shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer in no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution.
 - The Land owner shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat owners after the completion of the construction and after transfer or sale of all the flats to the sald future owners hereof.
 - 3. The Land owner shall handover physical possession of the land with the existing structure to the developer and/ or his representatives within 1 menth after execution of this Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

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- The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.
- 5. The owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the association or society to be formed after taking physical possession of his garage from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats, in question among all consumers or purchasers.

ARTICLE - VIII

CONSTRUCTION

The Land owner or any person claiming through him shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX

POSSESSION

Immediately on execution of these presents the owner shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference

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or disturbance of the owner or any person or persons claiming under him. The delivery of possession must be in writing and should be signed by the owner and the Developer.

ARTICLE-X

BUILDING

- (a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 24 months from the date of sanctioning of plan by the Municipal authority or hand over the possession which ever is later.
 - (b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrification, permanent electric connection from the WBSEDCL/CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by WBSEDCL / CESC in the said Building.
 - (c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owner construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the land owner.
 - (d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land owner shall have no liability whatsoever in this context.

ARTICLE-XI

RATES AND TAXES

- (i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land owner under this agreement till the Development of the property from the date of taking over the possession.
- (ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII

SERVICE AND CHARGES

- (a) On completion of the Building and after possession of their respective allocated areas in the building, the Developer and/ or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.
- (b) The Service charges shall include utility charges, maintenance of mechanical electrical, sanitary and other equipment for common use maintenance and general management of the building.
- (c) The Developer in consultation with the Land owner and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration maintenance and other schemes and as well Association of Land Owner of the respective flats as and when formed.



ARTICLE-XIII

COMMON RESTRICTIONS

- (a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bide skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.
- (b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.
- (c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owner shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE-XIV

LEGAL COMPLIANCE

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owner shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XV

OWNERS' INDEMNITY

The Owner hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land owner.

ARTICLE-XVI

TITLE DEEDS

The Land Owner shall hand over all original documents and the title deed/deeds alongwith other related paper to the landed property such as Municipal Tax Receipts, Parcha, Khajna, Dakhila etc. to the Developer Firm in exchange of proper acknowledgment receipts and such documents will be kept with the Developer until completion of the proposed multi-storied building. After completion of the coveted building the Developer Firm hereby undertake to hand over the said original documents to the owner with proper receipts.

ARTICLE-XVII

MISCELLANEOUS

- (a) The Land Owner and the Developers and the Confirming Party herein entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties hereto.
- (b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land owner if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post

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with acknowledgment due and shall likewise any notice required to be given by the Land owner shall be deemed without prejudice to the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

- (c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owner and the Confirming hereto doth hereby unanimously and severally declare that he have not entered into any agreement with anybody else for development of the said premises except the Developer herein.
 - (d) Each terms of this agreement shall be the consideration for the other terms.

ARTICLE-XVIII

FORCE MAJEURE

- 1. Force Majeure is herein defined as :
- (a) Any cause which is beyond the control of the Developer.
- (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
- (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machinery or equipment and power shortage.
- (d) Transportation delay due to force majeure or accidents.
- The Developer and/or Land owner shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to

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extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owner.

ARTICLE-XIX

JURISDICTION

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XX

ARBITRATION

All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Indian Arbitration & Conciliation Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXI

GENERAL CONDITIONS

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

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FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land classified as "Bastu" having rayat possessory right admeasuring more or less 01 (One) Cottah 14 (Fourteen) Chittaks 35 (Thirty Five) sq.ft. alongwith a 100 sq.ft. R.T. Shed standing thereon with Cemented Flooring togetherwith all easements rights appertaining thereto, lying and situated at Mouza - Sodepur, J.L. No. 08, E.P. No. 89, S.P. No. 132/3, of the Collector of North 24 Parganas, comprised and contained in C.S. & R.S. Dag No. 490 (P), corresponding to L.R. Dag No. 282/ 490, under L.R. Khatian No. 2341 (in the name of Satyabrata Sinha), P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality being Holding No. 102/A of 4No. Deshbandhu Nagar, Ward No. 13, Sodepur, Kolkata - 700110 which is the subject property of this Development Agreement.

BUTTED AND BOUNDED

On the North: House of Tarak Nath Dey & Others.

On the South: Municipal High Drain.

On the East : 20ft, wide Municipal Road (4No. Deshbandhu

Nagar).

On the West : House of Sunii Pandit.

SECOND SCHEDULE ABOVE REFERRED TO (OWNER'S ALLOCATION)

Shall mean the constructed area of the said building so to be constructed in accordance with the plan so to be sanctioned by Panihati Municipality receivable by the Owner as consideration for the construction and for transferring the constructed area of the said building receivable by the developer/promoter against the construction cost, borne by the promoter/developer alongwith the proportionate share of

Amenda disente quallons

land in favour of the developer/ promoter and/or its/their nominee/nominees and/or the intending purchasers nominated by the developer/promoter. It is agreed by and between the parties that the developer will give as consideration to the Owner and/or the Owner will receive as consideration from the developer/promoter that a Garage on the Ground Floor, being Garage No. 2, West Facing, measuring an area of 299 Sq.ft. super builtup area having Carpet Area 234 sq.ft. a little more or less of the proposed multistoried building ALONGWITH a sum of Rs. 1,07,88,000.00 (Rupees One Crore Seven Lakh Eighty Eight Thousand) only as Owner's Allocation out of which a sum of Rs. 1,00,000.00 (Rupees One Lakh) only shall be paid by the Developer to the Land Owner on or before execution & registration of this Development Agreement and the rest amount will be paid by the Developer to the land owner at the time of hand over of possession of owners' allocation garage and the Land Owner after receiving such amount shall issue the proper money receipt in favour of the Developer.

Be it mentioned hereto that after receiving the possession of owner's allocation garage as mentioned herein above and the entire consideration arrount as Owner's allocation the Owner herein shall have no future claim or demand in respect of his allocation from the Developer.

THIRD SCHEDULE ABOVE REFERRED TO (Developer's Allocation)

<u>DEVELOPER'S ALLOCATION</u>: shall mean all the remaining portion of the entire building (excluding Owner's allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer after providing
the Owner's Allocation as aforesaid and together with the absolute right of the part of the Developer to enter into agree-

27/25

Alokanda Bandyopudioso

ment for sale with intending purchaser/purchasers by and mode of Transfer of property Act. and/or lease, let out, or in any manner may with the same as the absolute Owners thereof.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of work)

- Construction: As per sanctioned building plan.
- Foundation: R.C.C. foundation and framed structure.
- Brick Work: Brick work 8", 5" and 3" with specified plaster.
- Flooring: Flooring will be finished with floor tiles.
- 5. Doors : Flash Door.
- Windows: All windows will be Aluminium sliding window with glass fitted.
- Grill: M. S. Grill at window with 1 coat paint.
- Toilet: Glazed tiles upto 6'-0" ht. pan or a commode in white with cistern, porcelain shower point, one Bib Cock, one wash basin (standard make) with hot and cold water.
- Kitchen: Black Stone cooking platform with a steel sink and glazed tiles upto 2' above cooking platform, taps etc. complete with exhaust fan hole.
- 10. Electrical Works : All wiring will be concealed upto Twenty- Five points with ten power plug.
- Wall Painting: Decoration Cement paint on outside wall.
 Indian wall finish with putty.
- 12. Water Supply: Water sources Municipal Water Supply good quality P.V.C. pipe line underground overhead water reservoir with individual distribution B.E. pump and motor.
- 13. Internal Finish: All the interior walls will be finished with a coat of plaster of paris, synthetic enamel paint on door, window and grill.

The Cost of individual electric meter will be borne by the Owner for his allocations.

R stakenda bandyapudhyap IN WITNESSES WHEREOF, the Parties have hereunto put their respective signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF

WITNESSES :

Haim Gase Pot Agorpora o

z. Samir Baran Dap Swasti nagan Colongr

Satya brut Sml

SIGNATURE OF THE OWNER

M/s. RELIABLE CONSTRUCTION

Satya bond Sen) Blambhumters: Ultan Goswar

Partner

SIGNATURE OF THE DEVELOPER

Drafted by :

Alokenda Bondy cpadby

ALOKENDU BANDYOPADHYAY

Calcutta High Count, Diemot Jurge a Court Barasot.

Barrackpore Court Ent. No.-WB-570/2004

Laser Setter: tracken Du.

Preetam Das

Almende burub schliger

Memo of Consideration

I, the land owner do hereby received a sum of Rs 1,00,000.00 (Rupees One Lakh) only from the within named Developerv as part payment of Owners Allocation in the following memo:

Amount Bank Name Cheque No. Date Rs. 1,00,000.00 BOB 014119 25.11.2024

Total: Rs. 1,00,000.00

In Word: Rupees One Lakh Only, SIGNED AND DELIVERED

IN PRESENCE OF FOLLOWING

WITNESSES:

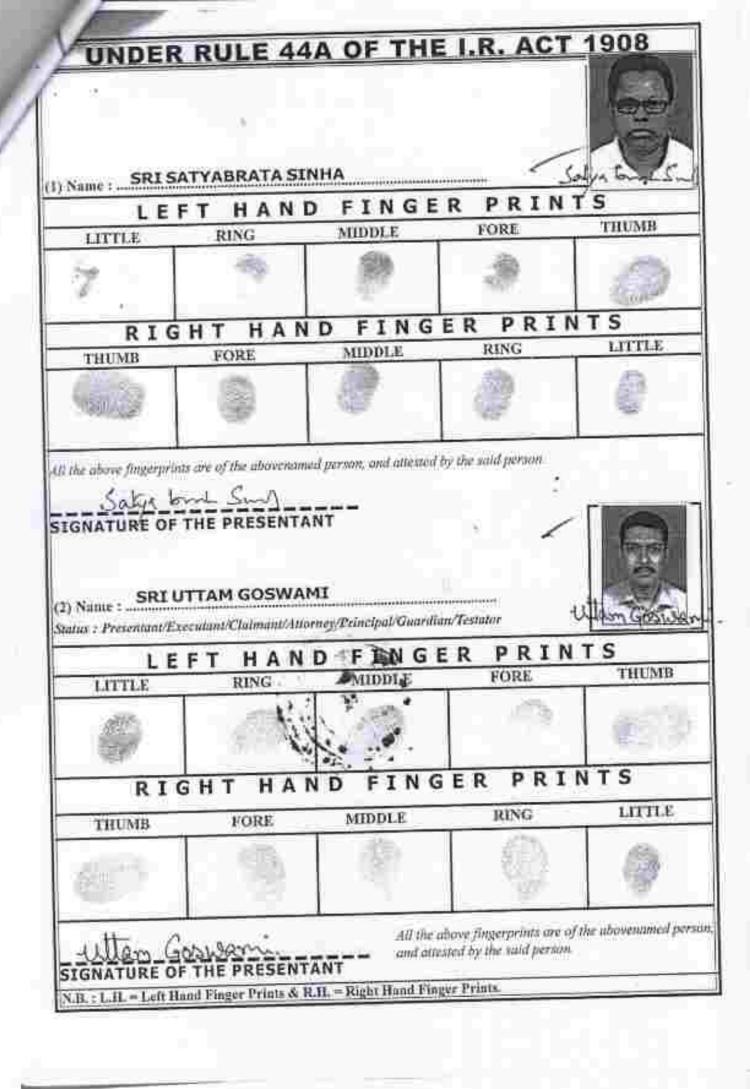
Home Bose Ret V Agarpana 101-700100

2. Sawin Baren Days Sloostf onegar Colony Familialt, 24-19504) Kulkata-7-00 114.

SIGNATURE OF THE LAND OWNER

Molecula Barehopuillare

UNDER RULE 44A OF THE I.R. ACT 1908 SRI SATYABRATA SINHA PRINT FINGER LEFT HAND THUMB FORE MIDDLE RING LITTLE PRINTS FINGER RIGHT HAND LITTLE RING MIDDLE FORE THUMB All the above fingerprints are of the abovenamed person, and unested by the said person. Salys bort Sun Х PHOTO PASTED X Status: Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator PRINTS HAND FINGER LEFT THUMB FORE MIDDLE RING LITTLE X X X X PRINTS FINGER RIGHT HAND LITTLE RING MIDDLE FORE THUMB X Х X X X All the above fingerprints are of the abovenamed person. X and attested by the said person. SIGNATURE OF THE PRESENTANT N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.



UNDER RULE 44A OF THE I.R. ACT 1908 (1) Name: SRI SUJAY DAS PRINTS LEFT HAND FINGER RING MIDDLE FORE THUMB LITTLE RIGHT HAND FINGER PRINTS MIDDLE RING LITTLE FORE THUMB All the above fingerprints are of the abovenamed parson, and attested by the said person. SIGNATURE OF THE PRESENTANT (2) Name: SRI SHAMBHU NATH DAS Status : Presentant/Executant/Claimant/Attornsy/Print/pal/Guardian/Testator Shookhu FINGER PRINTS HAND MIDDLE .. FORE THUMB LITTLE RING PRINTS FINGER RIGHT HAND RING LITTLE MIDDLE THUMB FORE Shemblando is All the above fingerprints are of the abovenumed person. and attenual by the said person. SIGNATURE OF THE PRESENTANT N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





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GRIPS Payment ID:

241120242028752293

Payment Init. Date:

24/11/2024 10:45:24

Total Amount:

6941

No of GRN:

1

Bank/Gateway:

SBI EPay

Payment Mode:

SBI Epay

BRN:

5341002554727

BRN Date:

24/11/2024 10:45:38

Payment Status:

Specessful

Payment Init. From:

Department Portal

Depositor Details

Depositor's Name:

Mr Alokendu Bandyopadhyay

Mobile:

9830075574

Payment CRN Details

SHOOT.	GRW	Meganoten 5	
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Total

6941

IN WORDS:

SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

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





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





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Depositor's Nume:

Mr Alokendo Handyopadhyay

Address:

76, Central Road, Anandaloke, Kol-700110

Mubile:

9830075574

Period Fram (dd/mm/yyyy): 03/12/2024 Period To (dd/mm/yyyy):

03/12/2024

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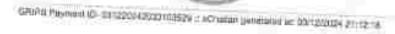
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ONE THOUSAND ONE ONLY. IN WORDS:





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





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Payment Init. Date:

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Successful

Payment Ref. No:

2002968545/1/2024

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Depositor Details

Depositor's Nume:

Mr Alokendu Bandyopadhyay

Address:

76, Central Road, Anandaloke, Sodepur, KOlkata-700110

Mobile:

9830075574

Period From (dd/mm/yyyy): 24/11/2024 Period To (dd/mm/yyyy):

24/11/2024

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Dept Ref ID/DRN:

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2	2002968545/1/2024	Property Registration-Registration For	0030-03-104-001-16	21
		All and a second	Total	6941

SIX THOUSAND NINE HUNDRED FORTY ONE ONLY. IN WORDS:



Major Information of the Doed

Deed No:	1-1524-08549/2024	Date of Registration 94/12/2024			
Quary No / Year	1524-2002968545/2024	Office where deed is registered			
Query Date	23/11/2024 2:47:17 PM	ADSR SCHEPUR Delinid North 24-Pargarias			
Applicant Name_Address & Other Ortalls	Aldkonde Bandyopidhi vy Barracapour Court Thoma: Berra Pris - 700120, Messie No. 98300	oppore, Digitiot : North 24-Parganan, WISST BENGAL. 95574, Status, Associate			
Teuruscilori		Additional Transaction			
(0110) Sale, Development a agreement	Agreement or Comstruction	[4365] Other than immovable Property, Declaration [No of Declaration 2], [4311] Other than immovable Property, Receipt [Ps. 1.00.086/4			
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Land Details :

District: North 24 Pargertes, P.S.- Khardaha, Municipality: PANHATT, Road: Destipandry Nagar No.4, Mouse, BOGEPUR, , Ward No. 13, Holding No. 102/A.J. No. 48, Pin Code: 1700110

Sch No	Plot Number	Khatian	Proposed	ROR	Area of Land		Market Value (let Re.)	Other Details
	(HS >-)	LR-2341	Simila	Blestu	1 Kama 14 Charas 36 Sq Fr	19.70,000		which of Approach Rose 30 Ft., Adjacent to Metal Roset,
	Grand	Total			3.1740pc	18,70,000 #-	35,32,656 (-	

Structure Details :

Sich No	Structure Details	Area of Structure	Setforth Value (to Ra.)	Market value (in RA.)	Other Details
it !	Dolamita -	100 Sq.FL	35,000/3	35,000/-	Structure Type: Structure
				imentod Flider. A	ge of Structure: 0.Your. Roof Typ
	Dr. Floor, Ares of Tiles thed, Exemp	of Compressor C		martisd Floor. A	ge of Structure: 0Year, Roof Typ

Land Lord Details

Si No	Name, Address, Prioto, Finger (print and Signatu	·	
1	Hame	Photo	Finger Print	Signature
	Mr Satyabrata Sintia (Presentant) See of Late: Shyam Mohan Serva			John June Line
	0-271/20	(APPENDIX)	average M	94H23E34
	Sodepur, P.SKhardaha, Dis By Caste: Hindu, Occupation	strict: Worth 24- or Business, Otto Provided by UE	Parganas, West B ten of: Indipitate o DAI, Status (Indivi-	hbendhu Nagar, City - Panihati, P.D.: engal, India, PIN:- 700110 Sex: Male of Sinth:XX-XX-1XX9 , PAN No::: idual, Executed by: Self, Date of Omon

Developer Details :

SI No	Name, Address, Photo, Finger, print and Signature
+13	RELIABLE CONSTRUCTION 7. B.1. Hoeld, Bendeshimson, City: Panihati, P.O.: Panihati, P.S.: Khartsaha, District: Footis 24 Perganes, West Bengal, India; PIN - 700114 Date of Incorporation:XX-XX-XXX7 ; PAN No.:: auccooks2n Aedhaw No Not Provided by USBA, Shape Degenization, Executed by Representatives

Representative Details:

No.	Name,Address,Photo,Fittger print and Signature					
	Name	Photo	Finger Print	Signature		
	Mr Satyabrata Sinha Son of Cale Sinyam Mahan Sinha Cale of Execution 04/12/2024, Admintal by: Self, Care of Administrat 04/12/2024, Place of Administration of Execution: Office			Suga lama Surt		
		the Victor of three	recorder.	647,00101		
	Benimuchus Blawer, Plat No. 3A And 3B, 3rd Floor, 4No. Seshbendhu Rugar, City: Punihati, P.O. Socquar, P.S. Kharduha, Cistret, North 24-Parganas, West Bangai, India, Pitc. 700110, Sec. Male, By Caste: Hindu, Occupation: Susiness, Citizen of India, Date of Birth XX-XX-1XX9; PAN No.: AKsxxxxx1C, Aadhear No Not Provided by UIDAI Status. Representative: Representative of : RELIABLE CONSTRUCTION (as Parmer).					

December is digitary signed.

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Page Yr of 42

Mr Uttern Goswami
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Mr Sujay Dali
Sen of Late Ship Chance Des
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BAT12/2024, Adminish by
BAT12/2024, Place of
Adminish of Execution, Office

The Adminish of Execution Of

4No. Designandhy Negar, City: Panimati, P.O.: Society: P.S.: Knimasha, District -North 2t-Parganes, West Bengal, India, PIN: 700110, Sept Male, By Caster Hindu, Occupation, Business, Cristin of India, Date of Blitth XX-XX-1XX2, PAN No.: arrexxxxx88, Audhour No Not Provided by UIDAI Status Representative, Representative of RELIABLE CONSTRUCTION (as Partner)

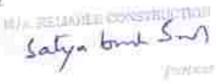
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Saxedhar Tarufdar Road, City - Fanhall, P.O.: Sukchar, P.S.: Knardaha, District:-North 24-Pargishas West Bengal, India, PrN - 700115, Sax, Male, By Caste, Hindu, Occupation: Business, Citizen of India, Date of Birth:XX-XX-1XX2, PAN No. — AFXXXXXIIII Aadhaar No Not Provinted by UIDAI Status Rapresentative, Representative of RELIABLE CONSTRUCTION (as Partner)

Identifier Details :

Mama	Phote	Floger Print	Bignature
Mr Sathir Baran Dasa Son of Lass Proma Norida Dasi Swatti Magar Dolony, Chy Panifodi P. O. Parihati, P.S. Haradina, Davids North 24 Parihati P.S. Haradina, Davids Pts. 20014		Que de la constante de la cons	Act of the same
	04129924	04/17/2004	B4/13/200±

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Trans	fer of property for 6.1			
SLNo	Frum	To, with area (Name-Area)		
1	Mr Satyaposta Sidha	RELIABLE CONSTRUCTION-3 17356 Dec		
Trans	for at property for S1			
SI.No	From	To: with area (Name-Area)		
1	Mr Salyabrata Sinha	RELIABLE CONSTRUCTION-100.coopgeg ag FI		

Land Details as per Land Record

District North 24-Pergenius, P.S.: Kharbana, Municipality, PAN/HATI, Road: Distributed to Nagar No.4, Mocuse SODEPUR., Ward No. 13, Holding No. 102/A JI No. 08. Pin Code: 700112

Sch No	Plot & Khallan Number	Cetalls Of Land	Owner name in English as selected by Applicant	
ŤĮ.	LR Picting - 282/480, LR Ahalian No - 2541	Other scale from Granden See See, Address Re Classification on Area 0.00000000 Area.	Seller is not the recorded Owner as per Applicant.	

36/12/3024 (Complete: 167/4/30, 46/641 / 2014 (Complete: 1-0/06/2014) Dominier/ is departy support

Salya bout Sun

Endomment For Doed Number: 1-152408546 / 2024

CH 04-12-2024

Cartificate of Admissibility/Role 41,W.H. Registration Rules 1962)

Admissible under rule 21 of West Bengai Registration Rule, 1902 daily blamped under schedule 1A. Article number (48)

Presentation/Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1062)

Presented for registration of 12.17 for philip 12.2024, at the Office of the A.D.S.R. SODEPUR by Mr. Salyabrata Sinha Executant.

Certificate of Market Value (WB PUV) rules of 2001)

Comfied mat the market value of this property which is the subject matter of the deed has been assessed at Re 33.62 656-

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

Execution is admitted on 0x112/2024 by Mr Satystrate Sinha, Son of Late Stylen Mohan Sinha, Busineschab Bhawar. Plat No. 5A And 36, 3rd Pister, 4No. Deshibandhu Fagar, P.O. Scotput, Thank Krantinia. City/Town: PANIHATI. North 24-Pargenas. WEST Introduct, mills. Phy - 100110, by caste Hiros. By Profession Business.

Indebted by Mr Semir Buron Dus. . Sen of Labs Phone Nanita Des. Swarti Nagio Cocciy. P.O. Pacified). Thanks Kharasha. . City/Town: PJN/1997.1 North G4-Parganes. WEST BENGAL Irona. PIA - 70014. by cools Hindu, by profession Law Claim.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1963) [Representative]

Execution is admitted on 04-12-2024 by Mr Balystrata Sinha, Partner, RELIABLE CONSTRUCTION (Partnership First), 7, 8-T. Road, Swadeshimore, City - Panihati, P.O.- Partner, P.S.-Khurusta, Olerico North 24-Parganes, West Bengal, Incis., PRV-700154

indentified by Mr Samir Baran Das. Son of Line Promis Narida Das, Sweet Nagar Colony, P.O. Ponthall, Transp. Kharasana. Copficers. PANIHALL Most 74 Pargenes. WEST SCHOOL, India, Pile - 20014, by south Hindu, by professions Law Clinic.

Execution is appointed as 04-12-2024 by Mr Ultium Goswami. Fartner, RELIANUE CONSTRUCTION Partnership Firm), 7, 8.7. Road, Sourceshimore, City - Parthati, P.O.- Panihati, P.S.-Khundaha, District North 24-Parganas, West Burgani, India, PM: 700114

indutified by Mr Samir Baran Das. ... Son of Late Preima Nanda Das. Secult Nagar Colony, P.C. Panihati. Thana. Khardaha. . Cny/Town: PANINATE North 29 Parganas. WEST 95NGAL India, Pile - 75014, by caste times, by profession Law Clerk

Execution is admirred on 64-12-2024 by Mr Signy Date. Partner, RS. ABLE CONSTRUCTION (Partnership First), T. 6-T. Reset. Swedtestimote; City - Panhati, P.O.- Parshati, P.S.-Kharqaha, District Hortif 24-Parganes, World Bengal, India, Pilv - 700:14

incertified by filt Servir Barrar Des. . . Son of Late Prome Nanda Des. Negar County, P.C.: Partnott, Thans Khardaha . City/Coort: PANIHATI, North 34-Pergerus, WEST RENGAL, India, PIN - 70014. by caste Hinds, by profession Law Clark

Execution is admitted on 04-19-2024 by Mr Braumbhy Fath Day. Partner, RELIABLE CONSTRUCTION (Partnership Firm), 7, 8, T. Road, Swadoshirrorn, City: Paninsh, P.O.- Paninsh, P.S.- Chardaha, Dietrict, North \$4-Parganus, West, Bargail, India, Phys. 700114

Indutried by Mr Santir Baron Des Sion of Leis Prime Funds Dise. Sensit Neger Coopy, P. O. Pannati, Thana; Husbans - Old-Town: PANIHATI From 24 Parjana. WEST BENGAL India, P.N. - 20014; by case Plante, by profession Les Cork

Payment of Fees.

Contined that required Registration Floor payable for this document is rise 1.021 93-119 = Rs 1,000 00-, till = Hz 21.005-) and Registration Films paint by Calat. Rs 0,000-, by unifour = Pts 1.0215-

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Satya but Say

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I ...
Volume number 1524-2024, Page from 250900 to 250941 being No 152408546 for the year 2024.



ET-AU-

Digitally signed by DEBJANI HALDER Date: 2024 12:06:11:29:01:+06:30 Recept: Digital Signing of Deed

(Debjani Halder) 06/12/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.

06/12/2024 Quary No.-15242902968545 / 2024 Deed No.:1-00546/0924 Decument is digitally signed.

Salyabout Son