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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AU 916625

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 9-15/5856/25

... need to be signed on the signature sheets and the District Registrar's office is situated with the ... of the ...

[Signature]
 District Registrar
 ... 24-park...

9/06/2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 9th day of June, 2025, (Two Thousand Twenty Five).

BETWEEN

22 MAY 2025

22 MAY 2025

15271

Sl. No.....Date.....
Rs.....
Name.....
Address.....
.....

DEEES KUMAR MISRA
ADVOCATE
CALCUTTA HIGH COURT
KOLKATA - 700 001

SMRITI BIKASH DAS
Govt. Licence Stamp Vender
Alipore Police Court
Kol-27



REGISTRAR III
S. ALIPORE
JUN 2025

Identified by me:
Farvej Ali Gazi
S/o Ansam Ali Gazi
Alipore Police Court
Kol-27.

(1) **SMT PROTIMA DAS (PAN NO. AXSPD4994K, AADHAAR NO. 6908 1875 3779)**, Wife of Anil Kumar Das, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at **60, H.L. Sarkar Road, Simanta Bag, P.O & P.S- Banskroni, Kolkata-700070, District South 24 Parganas** (2) **SMT RUMKI SARDAR @ SARADAR (PAN NO. GHGPS6893Q) (Adhaar No. 6288 9773 3907)**, Wife of Sri Kanai Sardar, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at **South Park, H.L. Sarkar Road, P.O & P.S- Banskroni, Kolkata- 700070**, hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors administrators, legal representatives and assigns) of the **ONE PART**.

AND

SRI SANJIB THAKUR (PAN NO- AFKPT7772F) (AADHAAR NO- 8098 8366 2481), son of Sri Naresh Thakur, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at **P-11, Pir Pukur Road, Vidyasagar Park, P.O. Banskroni, P.S. Regent Park now Banskroni, Kolkata-700070**, hereinafter referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, legal representatives and assigns) of the **OTHER PART**.

STORY OF DEED NO- 3175/1975:-

WHEREAS by virtue of a sale deed on **23/06/1975** which was registered in the office of **Dist. Sub-Registrar** at Alipore and recorded in **Book No. I, Volume No. 89, Pages from 270 To 276, Being No. 3175, for the year 1975 SMT PROTIMA DAS** (Owner no. 1 herein) purchased from the then lawful owner **Rupeswari Devi**, wife of Late Pandit Gangeyo Narottam Sastri of 280, Chittaranjan Avenue, Kolkata and became sole owner of **ALL THAT** Bastu land measuring **3 Cottahs 7 sq.ft** more or less comprised in **Mouza- Banskroni, J.L - 45, Touzi**.

63 & 64, Pargana- Magura, R.S Dag no. 1327, R.S Khatian No. 1099, Under KMC Ward no. 112, P.S- Previously Regent park now Bansdroni, Kolkata- 700070 morefully described First schedule hereunder written and thereafter said **PROTIMA DAS** (Owner no. 1 herein) mutated her name in the Books of The Kolkata Municipal Corporation being **Premises No. 60, H.L. Sarkar Road, P.S- Bansdroni, Kolkata- 700070, Assessee No. 311121000603** and also record her name in the land revenue department being **L.R Dag no. 1327, L.R Khatian no. 5099** and constructed residential unit thereon.

AND WHEREAS said **PROTIMA DAS** (Owner no. 1 herein) gifted in favour of owner no. 2 herein i.e. **SMT RUMKI SARDAR @ SARADAR (PAN NO. GHGPS6893Q) (Adhaar No. 6288 9773 3907)**, Wife of Sri Kanai Sardar, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at **South Park, H.L. Sarkar Road, P.O & P.S- Bansdroni, Kolkata- 700070 ALL THAT** undivided Bastu land measuring **4 Chittak more or less** out of total Bastu land measuring **3 Cottahs 7 sq.ft** more or less comprised in **Mouza- Bansdroni, J.L- 45, Touzi. 63 & 64, Pargana- Magura, R.S Dag no. 1327, R.S Khatian No. 1099, Under KMC Ward no. 112, P.S- Previously Regent park now Bansdroni, Premises No. 60, H.L. Sarkar Road, Kolkata- 700070, Assessee No. 311121000603** and said gift deed was registered in the office of **D.S.R-III** at Alipore and recorded in **Book No. I, Volume No. 1603-2025, Pages from 143516 To 143532, Being No. 5900** for the year **2025**.

STORY OF DEED NO- 00947/2024:-

WHEREAS by virtue of a sale deed dated **07/06/2024** which was registered in the office of **A.D.S.R.** Alipore and recorded in **Book No. I, Volume No. 1605-2024, Pages from 38403 To 38422, Being No. 00947**, for the year **2024** **SMT RUMKI SARDAR @ SARADAR** (Owner

no. 2 herein) purchased from the then lawful owner **Surojit Kumar Dey**, Son of Pran Gopal Dey of 71, Bansdrone Park, P.O & P.S- Bansdrone, Kolkata- 700070 and became absolute sole owner of **ALL THAT** Bastu land measuring **1 Cottahs 8 Chittak** more or less being **Plot no. 2**, comprised in **Mouza- Bansdrone, J.L - 45, Touzi. 14, R.S No. 381, Pargana- Magura, R.S Dag & L.R Dag no. 1327, R.S Khatian No. 137, L.R Khatian no. 1287, Under KMC Ward no. 112, Postal Premises No. 5/6, Simanta Bag, P.S- Bansdrone, Kolkata- 700070** and thereafter mutated her name in the Books of The Kolkata Municipal Corporation being **Premises No. 345, H.L. Sarkar Road, P.S- Bansdrone, Kolkata- 700070** also record her name in the land revenue department being **L.R Dag no. 1327, L.R Khatian no. 5110** and constructed residential unit thereon.

AND WHEREAS RUMKI SARDAR @ SARADAR (Owner no. 2 herein) gifted in favour of owner no. 1 herein i.e. **SMT PROTIMA DAS (PAN NO. AXSPD4994K, AADHAAR NO. 6908 1875 3779)**, Wife of Anil Kumar Das, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at **60, H.L. Sarkar Road, Simanta Bag, P.O & P.S- Bansdrone, Kolkata- 700070, District South 24 Parganas ALL THAT** undivided land measuring **4 Chittak more or less** out of total land measuring **1 Cottahs 8 Chittak more or less**, being **Plot no. 2**, comprised in **Mouza- Bansdrone, J.L - 45, Touzi. 14, R.S No. 381, Pargana- Magura, R.S Dag & L.R Dag no. 1327, R.S Khatian No. 137, L.R Khatian no. 5110, Under KMC Ward no. 112, KMC Premises No. 345, H.L. Sarkar Road, Postal Premises No. 5/6, Simanta Bag, P.S- Bansdrone, Kolkata- 700070** said gift deed was registered in the office of **D.S.R-III** at Alipore and recorded in **Book No. I, Volume No. 1603-2025, Pages from 143409 To 143424, Being No. 05574** for the year **2025**.

AND WHEREAS the owners herein converted the aforesaid Two plots of land into a single unit corresponding to **K.M.C. Premises No. 60, H.L. Sarkar Road, P.S- Banskroni, Kolkata- 700070**, morefully described in **First Schedule** hereunder written.

AND WHEREAS thus the First part/owner no. 1 & 2 herein became joint owners of **ALL THAT** Bastu land measuring **4 Cottah 8 Chittak 7 sq.ft** more or less comprised in **Mouza- Banskroni, J.L- 45, Touzi. 63 & 64, Pargana- Magura, R.S Dag no. 1327, R.S Khatian No. 1099, L.R Dag no. 1327, R.S Khatian No. 137, L.R Khatian no. 5099, 5110, Under KMC Ward no. 112, P.S- Previously Regent park now Banskroni, K.M.C. Premises No. 60, H.L. Sarkar Road, P.S- Banskroni, Kolkata- 700070, Assessee No. 311121000603, Dist. 24 pgs(s)** morefully described in First Schedule hereunder written.

AND WHEREAS the OWNERS/First Party herein decided to develop the aforesaid property by erecting Ground plus Three storied building thereon consisting of several flats and other space as per the Building Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation.

AND WHEREAS accordingly the OWNERS/First Party herein approached the Developer/Second Party herein to construct the "Building" on the said property as per the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation.

AND WHEREAS the Developer/Second Party after discussion with the OWNERS/First Party herein have agreed to undertake the Development work on the said plot of land and as per the Building plan to be sanctioned by the Kolkata Municipal Corporation with works specification as mentioned herein below in **FIFTH SCHEDULE**.

AND WHEREAS to avoid future complications the parties hereto have agreed to enter into this Development Agreement by incorporating the terms and conditions of the Development of the said premises which are recorded now.

NOW THIS DEVELOPMENT AGREEMENT WITNESSESTH AND ITS IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE-I, DEFINITION

OWNERS - shall mean (1) **SMT PROTIMA DAS (PAN NO. AXSPD4994K, AADHAAR NO. 6908 1875 3779)**, Wife of Anil Kumar Das, by faith-Hindu, by Occupation- Housewife, by Nationality- Indian, residing at **60, H.L. Sarkar Road, Simanta Bag, P.O & P.S- Bansdrone, Kolkata- 700070, District South 24 Parganas** (2) **SMT RUMKI SARDAR @ SARADAR (PAN NO. GHGPS6893Q) (Adhaar No. 6288 9773 3907)**, Wife of Sri Kanai Sardar, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at **South Park, H.L. Sarkar Road, P.O & P.S- Bansdrone, Kolkata- 700070** and their legal heirs and successors.

DEVELOPER- shall mean **SRI SANJIB THAKUR (PAN NO- AFKPT7772F)**, son of Sri Naresh Thakur, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at P-11, Pir Pukur Road, Vidyasagar Park, P.O. Bansdrone, P.S. Regent Park now Bansdrone, Kolkata-700070 and their legal heirs and successors.

THE SAID PROPERTY - shall mean **ALL THAT** Bastu land measuring **4 Cottah 8 Chittak 7 sq.ft** more or less comprised in **Mouza- Bansdrone, J.L- 45, Touzi. 63 & 64, Pargana- Magura, R.S Dag no. 1327, R.S Khatian No. 1099, L.R Dag no. 1327, R.S Khatian No. 137, L.R Khatian no. 5099, 5110, Under KMC Ward no. 112, P.S- Previously Regent park now Bansdrone, K.M.C. Premises No. 60, H.L. Sarkar Road, P.S- Bansdrone, Kolkata- 700070, Assessee No. 311121000603**, now within the limits of the Kolkata Municipal Corporation, Ward No.112, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas.

BUILDING- shall mean Ground plus Three storied building to be constructed on the said property as per the Building Plan to be sanctioned by the Kolkata

Municipal Corporation by the said Developer with its own cost and effort and after demolition of the existing structure.

OWNER'S ALLOCATION- OWNERS will get **50%** share of total F.A.R which includes 50% share on the **Ground floor (Eastern side), One 2BHK Flat on the First Floor (North-West side) measuring 630 sq.ft built up more or less, One 2BHK Flat on the First Floor (North-East side) measuring 630 sq.ft built up more or less, One 1BHK Flat on the Third Floor (Eastern side) measuring 315 sq.ft built up more or less, One 2BHK Flat on the Third Floor (South-East side) measuring 630 sq.ft built up more or less, One 2BHK Flat on the Third Floor (North-East side) measuring 630 sq.ft built up more or less** of the **Ground plus Three storied building** AND Developer herein shall pay to the OWNER no. 1 herein (Protima Das) a sum of **Rs. 9,00,000/- (Rupees Nine Lakh) only** as non-refundable amount out of which **Rs. 4,0,000/- (Rupees Four Lakh) only** will be paid within 5 months from the date of signing of this agreement and **Rs. 5,0,000/- (Rupees Five Lakh) only** will be paid after First floor roof casting and Developer herein shall pay to the OWNER no. 2 herein (Rumki Sardar @ Saradar) a sum of **Rs. 6,00,000/- (Rupees Six Lakh) only** as refundable amount out of which **Rs. 3,0,000/- (Rupees Three Lakh) only** will be paid within 5 months from the date of signing of this agreement and **Rs. 3,0,000/- (Rupees Three Lakh) only** will be paid after **First floor roof** casting.

The OWNERS shall be lawfully entitled to uninterrupted use and enjoy the common areas, facilities, advantages, benefits, privileges and amenities attached with and available in the said proposed building on the said land.

DEVELOPER'S ALLOCATION- Developer will get remaining **50%** share of total F.A.R (except OWNER'S allocation) of the **Ground plus Three storied building** together with undivided proportionate share of right and interest in the said land,.

The Developer shall arrange to demolish the existing structure and the Developer shall be lawfully entitled to uninterrupted use and enjoy the common areas, facilities, advantages, benefits, privileges and amenities attached with and available in the said proposed building be constructed on

ENGINEER/ARCHITECT- Shall mean such person or persons may be appointed by the Developer for supervising the construction of the building and act as per The Kolkata Municipal Corporation building rules.

BUILDING PLAN- Shall mean such plan prepared by the Architect appointed by the Developer and to be sanctioned by The Kolkata Municipal Corporation and the cost of the Building Plan shall be borne by the Developer.

COMMON EXPENSES- shall mean and include proportionate share of the cost, charges and expenses for maintenance upkeep, repair and replacement of the common parts, common amenities morefully and particularly mentioned in the Fifth Schedule hereunder written.

COMMON AREAS AND COMMON FACILITIES : shall include corridors, stairways, passageways, on the Ground Floor, water, pump and motor and ultimate Roof (Roof of the building as the Building Plan duly sanctioned by The Kolkata Municipal Corporation) and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment location, enjoyment provision, maintenance and/or management of the building which shall always remain as join property of the OWNERS herein.

SALEABLE SPACE: the Developer shall be entitled to deal with its allocation as per its own decision and choice and shall have right to enter for Agreement for Sale in respect of the sale of the Flats within the Developer's Allocation as specified above.

ARTICLE-II

The Developer shall handover the possession of the OWNERS allocation in the proposed building to be constructed on the said premises within 18 months from the date of receiving vacant possession and sanction plan of First Schedule land from all OWNERS /dwellers/Occupants.

If the Developer fails to complete construction and/or complete the said Building during the said period, then in that case the OWNERS shall extent 6 (six) months as grace period for completion of construction inspite of that if

the Developer could not complete building work in that case this development agreement automatically treated as cancel/ revoke and the developer shall return all original documents to the Owners, even the Developer herein could not claim any kind of Compensation from the owners.

The OWNERS shall handover original copy of all deeds and documents including Tax receipt of the KMC and Mutation Certificate, Government Revenue receipt in respect of the First Schedule property to the Developer at the time of execution hereof and after selling of Developer's allocation the Developer shall return all documents to the OWNERS.

The OWNERS undertake to execute and register a Development Power of Attorney only in favour of the Developer herein for the purpose of or in connection with and in relation to development of the First Schedule land and construction thereupon the proposed building limits upto conducting the necessary negotiation with the intending buyers in respect of the residential flat/units under the Developer's Allocation excluding the OWNER'S Allocation, unilateral right to sign and execute any agreements for sale or Deed or Deeds of Conveyance in favour of the intending buyers/transferees in respect of the Developer's Allocation.

The ultimate roof of the building shall be the common for all occupants of the building including OWNERS.

The Developer shall provide marble/tiles in owners allocation portion.

The Developer shall have right to negotiate with the intending buyers for sale and transfer of the residential flats/units in respect of the Developer's Allocation.

The OWNERS are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land. The Developer has inspected and/or made necessary searches and satisfied about the marketability of title of the OWNERS enters into this Agreement.

The said land is free from all encumbrances, charges, liens, lispendences, acquisition, requisition, notice of acquisition notice of requisition and trust

whatsoever nature or howsoever and the OWNERS have good and marketable title in respect of the said land.

ARTICLE-III

The OWNERS hereby grant subject to what has been hereunder provided exclusive right to the Developer to build construct, erect and complete the said building or buildings on the said land strictly according to the plan to be sanctioned by Kolkata Municipal Corporation and to commercially exploit the same by entering into an Agreement for Sale and otherwise complete or transferring in respect of the Developer's allocations herein mentioned as per terms and conditions of this Agreement.

To get all applications, plans and other papers and documents signed by the OWNERS as may be required by the Developer for the purpose of obtaining approval of the Building Plan or any modification, therein from the appropriate authorities, shall be prepared and admitted by the Developer on behalf of and in the name of the OWNERS at the entire Developer's costs and expenses and the Developer shall pay and bear all charges and expenses required to be paid or deposited for development of the said property, PROVIDED HOWEVER THAT the Developer shall exclusively entitled to all refunds of any of all payments and/or made by the Developer. The Developer shall construct said building on the said land at its own costs.

Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the OWNERS of the said land or any part thereof to the Developer or as creating ¹⁴any right, title or interest in respect thereof of the Developer but to commercially export the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter stated.

ARTICLE-IV

The OWNERS shall execute Development Power of Attorney to construct proposed building and for sale and registration of Deed of Conveyance of Developer's allocation for receiving earnest money, consideration amount

from the intending Purchaser/ Purchasers of the Developer's allocation and for obtaining all necessary permission and sanction from different authorities in connection with the proposed constructions of the building and also for pursuing and following up the matter with Kolkata Municipal Corporation, W.B.S.E.D.C. Ltd/CESC and such other authorities as the case may be and to transfer/sell the flats/space in respect of Developer's allocation subject to fulfilment of the terms and conditions as mentioned in this agreement.

ARTICLE-V

POSSESSION

Simultaneously with the execution of this Agreement the OWNERS will put the Developer in physical possession of the said land for proposed construction of the new building subject to payment of outstanding KMC taxes till handover possession in the newly building by the Developer to the OWNERS.

ARTICLE-VI

SPACE ALLOCATION

The Developer shall on completion of the new building put OWNERS in undisputed vacant possession of the OWNER'S allocation as mentioned below in the said new building as OWNER'S allocation together with the all rights in common to the common portion within the stipulated period of 18 months from the date of receiving vacant possession and receiving KMC sanction plan of First Schedule land from all OWNERS/ dwellers/ Occupants complete in all respect upto the satisfaction of the OWNERS.

After the allocation to the OWNERS and to Developer of its allocation in the manner herein hereto provided all common passage, corridors shall belong to the parties herein hereto provided all common passage corridors shall belong to the parties herein in proportionate to their respective allocation.

The Developer shall be exclusively entitled to sale/transfer the Developer's allocation in the new building with exclusive right to transfer or otherwise

deal with or dispose of the same without any right claim or interest therein whatsoever of the OWNERS.

In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the OWNERS however that such dealing shall not in any manner fasten or create any financial liability upon the OWNERS. The OWNERS also shall not be in any way responsible financially or otherwise to third party for booking of any flats/units of the Developer's allocation. The Developer will have the responsibility/liability out of any accident during the period of construction.

ARTICLE-VII

(CONSIDERATION)

In consideration of the OWNERS having agreed to permit the Developer to commercially exploit the said land in accordance with the plan to be sanctioned by Kolkata Municipal Corporation and the Developer agreed to allocate to the OWNERS all that the property mentioned in the OWNER'S allocation stated above.

ARTICLE-VIII

(BUILDING)

The Developer shall at its own costs construct, erect and complete the proposed building at the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with good and standard materials as may be specified by the Architects from time to time.

Subject to aforesaid the decision of the Architects regarding the quality of the materials shall be final and binding upon the parties herein.

The Developer shall install/erect in the said proposed building at the own costs viz, as per the specification and drawing provided by the Architect, pump or water storage reservoir, overhead tanks, septic tank, permanent electric connection temporary electric connection as would be obtained from time to time however the Developer at its costs and expenses shall obtain

temporary electric connection and other facilities as are required to be provided in a residential and/or multi storied building having self-contained apartments constructed for sale of flats therein on ownership basis as mutually agreed herein.

The Developer shall at its costs and expenses and without creating any financial liability upon the OWNERS construct and complete the said proposed building and various units and/or apartments therein in accordance with the sanction building plan and any amendment thereto or modification thereof to be approved by the Kolkata Municipal Corporation.

All costs charges and expenses including architects fees for the sanction of the plan shall be borne/ discharged by the Developer.

ARTICLE-IX

(Common facilities)

The Developer shall pay and bear all shares of property taxes in respect of the said land until the possession letter of and handing over possession to all the OWNERS of the proposed building.

As soon as construction of the proposed building is completed the Developer shall give written notice to the OWNERS, requiring the OWNERS to take possession of the OWNER'S allocation in the building having been completed in all respect.

The OWNERS and the Developer shall punctually and regularly pay their respective proportionate rates and taxes to the concerned authorities as would be imposed from time to time.

Any transfer or any part of the OWNERS or Developer's allocation in the proposed building shall be subject to other, provision hereof and such transferees, shall thereafter be responsible in respect of the space transferred to pay the said proportionate rates and service charges for the connection facilities in the new building.

The OWNERS shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said proposed building and shall render all possible co-operation and assistance to the Developer as may be required from time to time, for the purpose of construction of the proposed building at the said premises as per terms of this Agreement.

ARTICLE-X

(OWNER'S OBLIGATION)

To make out a marketable title in respect of the said property free from all encumbrances, charges, liens, lispendences, attachments trust whatsoever or howsoever and shall answer all questions as may be required by the Developer. All the original papers and documents shall be handed over to the Developer on the date of registration this agreement and after transfer developer's allocation portion the Developer shall return all original document to the owners.

The OWNERS hereby agree and covenant with the Developer not to act or to cause any interference or hindrance in the construction based on the said terms of this Agreement.

The OWNERS agreed and covenants with the Developer not do any act or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the building.

That during construction work if any dispute arises regarding title of the First schedule property/land in that case the Developer shall not pay any compensation to the OWNERS and the Developer may solve such problem but necessary cost will be paid by the owners.

ARTICLE-XI

(DEVELOPER'S OBLIGATION)

The Developer at its own cost and expenses will complete the construction of the proposed building/buildings within 18 months from the date of receiving vacant possession and sanction building plan of First Schedule land from all

OWNERS /dwellers/Occupants. The period may be extended subject to force majeure or other unavoidable circumstances. The OWNERS shall not pay any amount for such constructional work.

The Developer hereby agree and covenant with the OWNERS not to do any deed or thing whereby the OWNERS is prevented from enjoying selling assigning and/or disposing of any of the OWNER'S allocation in the said proposed building at the said premises.

The Developer shall be entitled to receive the booking money as well as full consideration money in respect of developer's allocated flat/allocation from the intending Purchaser or Purchasers at its sole discretion but at the sole responsibility and sole financial liability of the Developer and same shall be enjoyed by the Developer.

That all work men, engineers, technicians, architects shall be appointed for the purpose of construction/erection of the proposed building at the discretionary of the Developer and the OWNERS shall not interfere in any way with the construction of the said building complex.

ARTICLE-XII

(TITLE DEEDS)

The original documents in respect of the said property shall be kept with the Developer who shall hold such documents during the substance of this Agreement and the Developer shall have liberty to ask the OWNERS to allow inspection to the customers of the Developer and/or to Developer may allow them to make extracts of the title and produce the same of true copies thereof when documents are needed by the Developer for legal revenue or other such causes.

After transfer Developer's allocation portion to any third party the Developer will hand over the original copy of the title deed to the OWNERS from whom received and the intending Purchaser/ Purchasers shall get a Xerox copy of the same.

That the Developer shall have the right to sale the debris which would come out from the existing structure thereupon the said premises.

ARTICLE-XIV

(MISCELLANEOUS)

The OWNERS and the Developer have entered into the Agreement purely as a construct and nothing contained herein shall be deemed to be constructed as a Partnership between the Developer and the OWNERS .

The Developer shall frame scheme for the management and administration of the said property and/or regulation and the OWNERS hereby given their consent to abide by the same.

That the developer shall provide C.C Certificate to the owners within 6 months from the date of completion of the building if there any deviation the cost must be paid by the owners.

The Developer will have right to amalgamate the different plots, if necessary but the owners herein shall not pay any amount for such amalgamation.

The OWNERS shall pay all charges like B.L & L.R.O mutation, Khajna, KMC taxes, electricity bill of subject land till registration of this Development agreement.

Any notice required be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the OWNERS if deliver by hand and duly acknowledge or sent registered post to the registered office of the Developer.

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

That neither party shall use or permitted to be used their respective allocation of the building or any portion thereof for carrying on any illegally or immoral trade or activities.

The Developer at its own risk and responsibility shall have the right to borrow money from any Bank or any financial institution without encumbering the First Schedule property in any manner whatsoever and without creating any liability upon the OWNERS, for the purpose of construction of the proposed building and the Developer will be liable to meet up the borrowed amount to the bank or financial institution with its own risk and responsibility without encumbering the OWNER'S allocation in any manner whatsoever.

Developer/L.B.S/K.M.C will be the final authority for the drawing of the Building plan of proposed building and in that respect no other authority shall be entitled to interfere.

Cost for mother meter will be paid by OWNERS and Purchasers in equal share.

District Courts of South 24 Parganas and High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions suits and proceeding arising out of these presents between the parties hereto.

ARTICLE-XV

FORCE MAJEURE

Shall mean and include earth quake, commotion, flood, riot, storm, heavy rain falls and other natural calamities.

FIRST SCHEDULE ABOVE REFERRED TO

(ENTIRE LAND)

ALL THAT Bastu land measuring **4 Cottah 8 Chittak 7 sq.ft** more or less with 200 sq.ft RTS structure with cemented floor standing thereon comprised in **Mouza- Bansdroni, J.L- 45, Touzi. 63 & 64, Pargana- Magura, R.S Dag no. 1327, R.S Khatian No. 1099, L.R Dag no. 1327,**

R.S Khatian No. 137, L.R Khatian no. 5099, 5110, Under KMC Ward no. 112, P.S- Previously Regent park now Bansdroni, K.M.C. Premises No. 60, H.L. Sarkar Road, P.S- Bansdroni, Kolkata-700070, Assessee No. 311121000603, now within the limits of the Kolkata Municipal Corporation, Ward No.113, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto attached being butted and bounded as follows:-

On the North: Land/House of Asit Paul & Sandhya Paul

On the South: 11ft KMC Road

On the East: : Land/House of Subrata Karmakar

On the West: 20FT wide KMC Road

**THE SECOND SCHEDULE ABOVE REFERRED TO
(ALLOTMENT OF ALLOCATION TO THE OWNERS)**

The Developer shall provide the Owner's allocation in the Building to be constructed on the said premises (after demolition of the existing building standing thereon) in the following manner:

OWNERS will get **50%** share of total F.A.R which includes 50% share on the **Ground floor (Eastern side), One 2BHK Flat on the First Floor (North-West side) measuring 630 sq.ft built up more or less, One 2BHK Flat on the First Floor (North-East side) measuring 630 sq.ft built up more or less, One 1BHK Flat on the Third Floor (Eastern side) measuring 315 sq.ft built up more or less, One 2BHK Flat on the Third Floor (South-East side) measuring 630 sq.ft built up more or less, One 2BHK Flat on the Third Floor (North-East side) measuring 630 sq.ft built up more or less of the Ground plus Three storied building** including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises.

Developer shall pay Rs. 7000/- per month to the owner no. 1 as shifting charges will be paid till delivery possession of owner's allocation flat.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ALLOCATION OF THE DEVELOPER)**

Developer will get remaining **50%** share of total F.A.R (except OWNER'S allocation) which includes 50% share on the **Ground floor (Western side), Entire Second Floor**, 50% share on the **Third floor (Front side)** of the **Ground plus Three storied building** together including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with right to enter into Agreement for Sale or transfer of Flats, spaces within the Developer's Allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

The Ultimate roof of the Building shall be the common for all occupants of the Building including OWNERS.

The Developer shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON PORTIONS)**

- I) Areas:
 - a) Entrance and exits.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, Lift, stair case landing stair head room and lobbies on all the floors of the Building.
- II) Water, Pumping and Drainage.
 - a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of the Unit and/or exclusively for its use).

- b) Water supply system,
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.

III) Electrical Installations:

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use.
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity.

IV) Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner.

V) Roof : Roof of the Building and open space on the Ground Floor of the Building shall be are as common.

Vi) Lift: Developer shall install good quality lift in the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF WORKS SPECIFICATION IN RESPECT OF THE BUILDING)

STRUCTURE AND FOUNDATION :

Building designed on R.C.C. foundations with Ambuja/Ultratrac cement confirming to Kolkata Municipal Corporation Rules or as per sanction Plan, floor and Design.

FLOORING

FLOORING & SKIRTING :

All rooms and verandah will have Vitrified Tiles/Marble finished all around with dado, stairs will have Marble finish.

TOILETS :

All toilets will be provided with pipe for General water, standard white basin, pan or commode, all toilets walls will have glaze tiles upto 4' height all around and 5'-6' height in bath in area and floor will have Marble finished.

KITCHEN

Kitchen will have One black stone shelf and one Steel sink and floor will have caste in Marble finished.

DOORS & DOORS FRAME:

All doors will have and wooden frame and 1 1/2 'thick flush door having commercial ply, Main Entrance door will be Wooden door, Collapsible gate on the ground floor.

WINDOW FRAME & GRILLS.

All window frames shall be made of Aluminum and shutters with M.S. Grills of suitable design with 3mn smoke Glass.

INTERNAL WALLS:

Plaster walls finished with Putty. Bricks work will be done as per KMC Plan.

EXTERNAL WALLS:

External walls to be two coated with water proof cement paint such as Asian Paint with Weather Coat.

STAIR CASE

Plaster wall finished with white lime-wash.

ELECTRICAL:

All concealed wiring of Finolex/Havel's in every rooms, toilet, kitchen, living-cum-dining and veranda.

BED ROOMS:

1. One bracket light point.

2. One tube-light point.
3. One ceiling fan point.
4. One night lamp point.
5. One 6 Pin Plug point on Switch Board.
6. Two A.C line

LIVING/DINING

1. One tube light points.
2. One bracket light point.
3. One ceiling fan points.
4. One 5 Amp Point.
5. One 5 Pin Plug Point on Switch Board.
6. One Electric Cell Bell attached at Flats entrance.

KITCHEN :

1. One ceiling light point.
2. One exhaust fan point.
3. One 15 Amp Point.
4. Micro oven point
5. Chimney point

TOILET:

1. One light point
2. One exhausts Point

ELECTRIC METER:

A separate electric meter shall be provided for each flat at the cost security deposits to be paid reimbursed by the intending buyers of flats holder.

The Developer shall provide for the electrical meter for common services including stair case lighting at costs but the amount of deposit shall be proportionately recorded from the intending buyers or flats holder.

PLUMBING:

Concealed Pipe for water line for basin, shower and tap in attached toilets, one inlet and outlet connected for kitchen, sink.

WATER:

The Developer provides K.M.C water from underground reservoir.

IN WITNESS WHEREOF both the Parties hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the parties hereto

in presence of: -

WITNESSES :-

1. Piyu Paul
Alipore Police Court
Kat-27.

2. Farveej Ali Gazi
Alipore Police Court

Pratima Das

Rummi Saradewa
SIGNATURE OF THE OWNERS

Sanyal Rishi
SIGNATURE OF THE DEVELOPER

DRAFTED BY ME

Rajesh Laskar
ADVOCATE

WB/294/09



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE.....*Pratima Das*.....



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

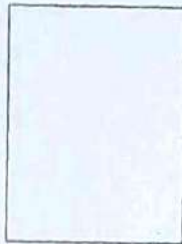
SIGNATURE.....*Rumki Saradha*.....



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE *Sajid Akh*



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SIGNATURE

Major Information of the Deed

Deed No :	I-1603-10617/2025	Date of Registration	09/06/2025
Query No / Year	1603-2001515856/2025	Office where deed is registered	
Query Date	31/05/2025 5:47:24 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Rajesh Laskar Allpore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910845995, Status :Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]
Set Forth value:	Rs. 2/-	Market Value:	Rs. 54,71,669/-
Stampduty Paid(SD)	Rs. 7,071/- (Article:48(g))	Registration Fee Paid	Rs. 221/- (Article:E, E)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



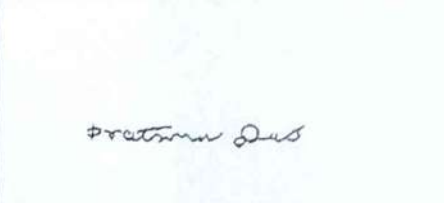


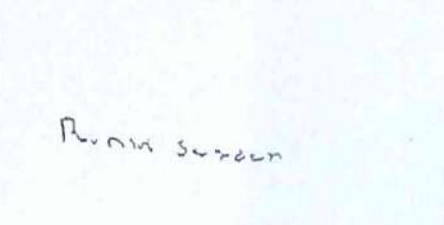
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: H. L. Sarkar Road, , Premises No: 60, , Ward No: 112 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 8 Chatak 7 Sq Ft	1/-	54,11,669/-	Width of Approach Road: 17 Ft.,
Grand Total :				7.441Dec	1/-	54,11,669 /-	



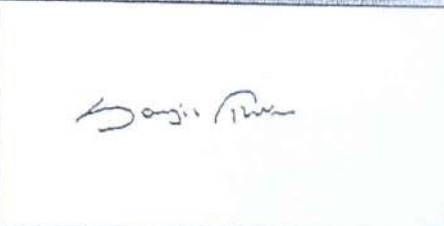
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	60,000 /-	

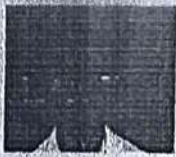


Land Lord Details :

Sl No	Name	Address	Photo	Finger print	Signature
1	Mrs PROTIMA DAS Wife of Late ANIL KUMAR DAS Executed by: Self, Date of Execution: 09/06/2025 , Admitted by: Self, Date of Admission: 09/06/2025 ,Place : Office			 Captured	
			09/06/2025	LTI 09/06/2025	09/06/2025
60, H.L. Sarkar Road, SImanta Bag, City:- Not Specified, P.O:- Bansdroni, P.S:-Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.: AXxxxxxx4K, Aadhaar No: 69xxxxxxx3779, Status :Individual, Executed by: Self, Date of Execution: 09/06/2025 , Admitted by: Self, Date of Admission: 09/06/2025 ,Place : Office					
2	Mrs RUMKI SARDAR, (Alias: Mr RUMKI SARADAR) Wife of Mr KANAI SARDAR Executed by: Self, Date of Execution: 09/06/2025 , Admitted by: Self, Date of Admission: 09/06/2025 ,Place : Office			 Captured	
			09/06/2025	LTI 09/06/2025	09/06/2025
South Park, H.L. Sarkar Road, City:- Not Specified, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-2XX7 , PAN No.: GHxxxxxx3Q, Aadhaar No: 62xxxxxxx3907, Status :Individual, Executed by: Self, Date of Execution: 09/06/2025 , Admitted by: Self, Date of Admission: 09/06/2025 ,Place : Office					

Developer Details :

Sl No	Name	Address	Photo	Finger print	Signature
1	Mr SANJIB THAKUR (Presentant) Son of Mr Naresh Thakur Executed by: Self, Date of Execution: 09/06/2025 , Admitted by: Self, Date of Admission: 09/06/2025 ,Place : Office			 Captured	
			09/06/2025	LTI 09/06/2025	09/06/2025
Son of Mr Naresh Thakur P-11, Pir Pukur Road, Vidyasagar Park, City:- Not Specified, P.O:- Bansdroni, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: AFxxxxxx2F, Aadhaar No: 80xxxxxxx2481, Status :Individual, Executed by: Self, Date of Execution: 09/06/2025 , Admitted by: Self, Date of Admission: 09/06/2025 ,Place : Office					

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARVEJ ALI GAZI Son of Mr ANSAR ALI GAZI ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Allpore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027		 Captured	
	09/06/2025	09/06/2025	09/06/2025
Identifier Of Mrs PROTIMA DAS, Mrs RUMKI SARDAR, Mr SANJIB THAKUR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs PROTIMA DAS	Mr SANJIB THAKUR-3.72052 Dec
2	Mrs RUMKI SARDAR	Mr SANJIB THAKUR-3.72052 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs PROTIMA DAS	Mr SANJIB THAKUR-100.00000000 Sq Ft
2	Mrs RUMKI SARDAR	Mr SANJIB THAKUR-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160310617 / 2025

On 09-06-2025

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 27A (3) & (4) W.B. Registration Rules, 1962)

Presented for registration at 15:46 hrs on 09-06-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SANJIB THAKUR, Claimant.

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 54,71,669/-

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

Execution is admitted on 09/06/2025 by 1. Mrs PROTIMA DAS, Wife of Late ANIL KUMAR DAS, 60, H.L. Sarkar Road, Simanta Bag, P.O: Bansdrani, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 2. Mrs RUMKI SARDAR, Alias Mr RUMKI SARADAR, Wife of Mr KANAI SARDAR, South Park, H.L. Sarkar Road, P.O: Bansdrani, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 3. Mr SANJIB THAKUR, Son of Mr Naresh Thakur, P-11, Pir Pukur Road, Vidyasagar Park, P.O: Bansdrani, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business

Identified by Mr PARVEJ ALI GAZI, , Son of Mr ANSAR ALI GAZI, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Allipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 221/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/06/2025 2:50PM with Govt. Ref. No: 192025260100671378 on 09-06-2025, Amount Rs: 221/-, Bank: SBI EPay (SBIEPay), Ref. No. 8791437728223 on 09-06-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 45271, Amount: Rs.100.00/-, Date of Purchase: 22/05/2025, Vendor name: S B DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/06/2025 2:50PM with Govt. Ref. No: 192025260100671378 on 09-06-2025, Amount Rs: 6,971/-, Bank: SBI EPay (SBIEPay), Ref. No. 8791437728223 on 09-06-2025, Head of Account 0030-02-103-003-02

Debasish Dhar

DISTRICT SUB-REGISTRAR

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

-South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2025, Page from 281452 to 281482
being No 160310617 for the year 2025.



Dhar

Digitally signed by Debasish Dhar
Date: 2025.06.10 17:10:10 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 10/06/2025
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.