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... that the agreement is subject to registration; The Signatures Sheet & the agreement Sheet attached with this stamp at the end of this document.

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Addl. Dist. Sub Registrar
 Naihati, North 24 Parganas

- 6 JUL 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this
 6th day of July 2021 (Two Thousand Twenty one)

BETWEEN

[Handwritten signature: Sneha Chatterjee]

SREEJA CHATTERJEE (PAN- CMPC4709A), daughter of- Late Suvra Chatterjee, by faith- Hindu, by occupation- student, Nationality- Indian, residing at- 2/2, Subarna Apartment Sent A1, Baishnab Ghata Lane, P.O. Naktala, Circus Avenue, P.S. Netaji Nagar, Kolkata- 700047, hereinafter called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and included her heirs, executors administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

"OM SHREE CONSTRUCTION" (PAN- AAHFO1544N), having its office at- 18/5, Kankinara Station Road, P.O.- Kankinara, P.S.- Bhatpara, District- North 24 Parganas, Pin- 743126, being represented by it's Partners namely- **(1) SANJOY MONDAL** alias **SANJAY MANDAL**, (PAN- CSBPM0276R), son of Late Ashim Mondal alias Asim Mandal , residing at- Sthir Para Vivek Pally, Mondal Para, P.O. & P.S. Jagatdal, District- North 24 Parganas, Pin- 743127, **(2) PINTOO KUMAR SHAW SONAR**, (PAN- AXUPS8288B), son of- Late Sarjoo Prasad Shaw Sonar, residing at- 146/147, Kantadanga Road, P.O. Fingapara, P.S. Bhatpara, District- North 24 Parganas, Pin.- 743129, **(3) RANJEET PRASAD SHAW**, (PAN- ALGPS3261C), son of- Late Chiranji Shaw, residing at- 18/5, Kankinara Station Road, P.O. Kankinara, P.S.- Bhatpara, District- North 24 Parganas, Pin- 743126, **(4) GAURAB PRASAD**, (PAN- AWIPP1619G), son of- Sri Dayanand Prasad, residing at- 30/2, South A. B. Road, Uttar Kantadanga, P.O.- Fingapara, P.S.- Bhatpara, District- North 24 Parganas, Pin- 743129, **all** by faith- Hindu, by Nationality- Indian, by occupation-

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business, hereafter called and referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include it's executors, administrators, legal representative and assigns) of the **SECOND PART.**

WHEREAS one Smt. Mrinalini Debi (wife of- Sri Haripada Bidyaratna Smrititirtha) purchased a plot of land measuring about 15 Cottah 09 Chittaks, laying and situated at Mouza- Mulajore, within the local limit of Bhatpara Municipality under P.S. Jagatdal, the then District- 24 Parganas from the then owner Sri Banomali Bandhopadhyay, by virtue of a Registered Deed of Sale (Bengali Kayemi Sattwiya Patta) dated 21/04/1925 and the same was registered in the office of the Sub-Registrar, Naihati, the then 24 Parganas and recorded in the said office in Book No. I, Volume No. 20, pages from 95 to 97, Being No. 1349 for the year 1925.

WHEREAS said Smt. Mrinalini Debi also purchased a plot of land measuring about 01 Cottah 08 Chittaks, laying and situated at Mouza- Mulajore, within the local limit of Bhatpara Municipality under P.S. Jagatdal, the then District- 24 Parganas from the then owner Sri Bamacharan Ghosal, by virtue of a Registered Deed of Sale dated 03/08/1925 and the same was registered in the office of the Sub-Registrar, Naihati, the then 24 Parganas and recorded in the said office in Book No. I, Volume No. 29, pages from 295 to 297, Being No. 2591 for the year 1925.

AND WHEREAS by purchasing aforesaid two adjacent plot of land said Smt. Mrinalini Debi became the absolute owner of 15

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Cottah 09 Chittaks + 01 Cottah 08 Chittaks = 17 Cottah 01 Chittaks of land. After purchaing the aforesaid property said Mrinalini Debi while so seized and possessed of the same she died intestate leaving behind her husband Sri Haripada Bidyaratna Smrititirtha and two sons namely Sri Nilapada Bhatacharjee and Sri Kamalapada Bhatacharjee as her only legal heirs and successors. After demise of said Mrinalini Debi her husband said Haripada Bidyaratna Smrititirtha and said two sons Sri Nilapada Bhatacharjee and Sri Kamalapada Bhatacharjee became the joint owners of the said property by way of inheritance each having undivided 1/3rd share therein.

AND WHEREAS said Haripada Bidyaratna Smrititirtha, Nilapada Bhatacharjee and Kamalapada Bhatacharjee while so seized and possessed the said property jointly said Haripada Bidyaratna Smrititirtha died intestate leaving behind his two sons said Nilapada Bhatacharjee and Kamalapada Bhatacharjee as his only legal heirs and successors. Therefore, after demise of Haripada Bidyaratna Smrititirtha his undivided 1/3rd share in the said property devolved upon his said two sons namely Nilapada Bhatacharjee and Kamalapada Bhatacharjee. Thus said Nilapada Bhatacharjee and Sri Kamalapada Bhatacharjee jointly became the owners of the said property by way of inheritance each having equal share therein.

AND WHEREAS said Nilapada Bhatacharjee and Kamalapada Bhatacharjee while so seized and possessed the said property jointly in R.S. record of right 27 decimal of 'Bastu' land was recorded in the name of said Nilapada Bhatacharjee and Kamalapada Bhatacharjee

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each having eight annas (half) share therein in R.S. Dag No. 449 under R.S. Khatian No. 425 at Mouza- Mulajore; and 01 decimal of 'Danga' land was recorded in the name of said Nilapada Bhatacharjee in R.S. Dag No. 457 under R.S. Khatian No. 1539 and 01 decimal of 'Danga' land was recorded in the name of Kamalapada Bhatacharjee in R.S. Dag No. 457 under R.S. Khatian No. 1540 at Mouza- Mulajore. Thus total 29 decimal of land was recorded in the name of said Nilapada Bhatacharjee and Kamalapada Bhatacharjee in R.S. record of right (Parcha).

AND WHEREAS said Kamalapada Bhatacharjee was bachelor (unmarried). Said Nilapada Bhatacharjee and Kamalapada Bhatacharjee while so seized and possessed the said property jointly said Kamalapada Bhatacharjee died intestate leaving behind his full blooded brother said Nilapada Bhatacharjee as his only legal heir and successor. Therefore, after demise of Kamalapada Bhatacharjee his undivided half share in the said property devolved upon his brother Nilapada Bhatacharjee. Thus said Nilapada Bhatacharjee became the absolute owner of the said property by way of inheritance.

AND WHEREAS said Nilapada Bhatacharjee while so seized and possessed 29 decimal of land by causing his name mutated before the office of the Bhatpara municipality and by recording his name in the Revisional settlement and by paying Municipal taxes and Govt. rents regularly and by making construction over the said property, he died intestate on 08/10/1989 leaving behind his wife Smt. Binapani Bhatacharjee, four sons namely Sri Nirmalendu Bhattacharjee, Sri Dibyendu Bhattacharjee, Sri Harsendu

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Bhattacharjee, Sri Labdhendu Bhattacharyya and one daughter namely Smt. Chhanda Bhattacharjee as his only legal heirs and successors. Therefore, after demise of said Nilapada Bhattacharjee his wife Smt. Binapani Bhattacharjee, four sons namely Sri Nirmalendu Bhattacharjee, Sri Dibyendu Bhattacharjee, Sri Harsendu Bhattacharjee, Sri Labdhendu Bhattacharyya and one daughter namely Smt. Chhanda Bhattacharjee became the joint owners of the said property by way of inheritance each having undivided 1/6th share therein.

AND WHEREAS said Binapani Bhattacharjee, Nirmalendu Bhattacharjee, Dibyendu Bhattacharjee, Harsendu Bhattacharjee, Labdhendu Bhattacharyya and Smt. Chhanda Bhattacharjee while so seized and possessed the said property jointly said Binapani Bhattacharjee died intestate leaving behind her said four sons Sri Nirmalendu Bhattacharjee, Sri Dibyendu Bhattacharjee, Sri Harsendu Bhattacharjee, Sri Labdhendu Bhattacharyya and one daughter namely Smt. Chhanda Bhattacharjee as her only legal heirs and successors. Therefore, after demise of Binapani Bhattacharjee her undivided 1/6th share in the said property devolved upon his said four sons and one daughter. Thus, said Sri Nirmalendu Bhattacharjee, Sri Dibyendu Bhattacharjee, Harsendu Bhattacharjee, Sri Labdhendu Bhattacharyya and Smt. Chhanda Bhattacharjee became the joint owners of the said property by way of inheritance each having undivided 1/5th share therein; and they jointly have absolute right, title, interest over the said property and they jointly seized and possessed the same by causing their names mutated before the office of the Bhatpara Municipality having **Holding No. 56, Bharat Chandra Roy Path** (Ganguly Para) in Ward No. 25.

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AND WHEREAS in the L.R. record of right (Parcha) 0580 decimal of land in L.R. Dag No. 959, L.R. Khatian No. 1330 has been recorded in the name of Nirmalendu Bhattacharjee; 0580 decimal of land in L.R. Dag No. 959, L.R. Khatian No. 1331 has been recorded in the name of Dibyendu Bhattacharjee; 0580 decimal of land in L.R. Dag No. 959, L.R. Khatian No. 1332 has been recorded in the name of Harsendu Bhattacharjee; 0580 decimal of land in L.R. Dag No. 959, L.R. Khatian No. 1333 has been recorded in the name of Labdhendu Bhattacharyya; and 0580 decimal of land in L.R. Dag No. 959, L.R. Khatian No. 1334 has been recorded in the name of Smt. Chhanda Bhattacharjee. Thus **total 29 decimal** of "**Bastu**" land has been recorded in the names of said Nirmalendu Bhattacharjee, Dibyendu Bhattacharjee, Harsendu Bhattacharjee, Labdhendu Bhattacharyya and Smt. Chhanda Bhattacharjee in L.R. Dag No. 959, L.R. Khatian No. 1330, 1331, 1332, 1333 & 1334 corresponding to R.S. Dag No. 449 and 457 under R.S. Khatian No. 425, 1539 & 1540.

AND WHEREAS said Nirmalendu Bhattacharjee, Dibyendu Bhattacharjee, Harsendu Bhattacharjee, Labdhendu Bhattacharyya and Smt. Chhanda Bhattacharjee while so seized and possessed the said property jointly said Harsendu Bhattacharjee died intestate on 31/03/2010 leaving behind his wife Smt Krishna Bhattacharjee and two daughters namely Sree Bhattacharjee (Chatterjee) and Smt Srawita Bhattacharjee as his only legal heirs and successors. Therefore, after demise of Harsendu Bhattacharjee his undivided 1/5th share in the said property devolved upon his wife Smt Krishna

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Bhattacharjee and two daughters Sree Bhattacharjee and Smt Srawita Bhattacharjee.

AND WHEREAS said Sree Bhattacharjee got married two times during her lifetime. Firstly she was married with Sri Suvra Chatterjee; and out of wedlock of said Sree Bhattacharjee and Suvra Chatterjee one daughter namely Sreeja Chatterjee was born on 31/03/2003. But ultimately their marriage was dissolved and they got divorce. Thereafter, said Sree Bhattacharjee was married with Sri Kedar Nath Bhattacharjee. But no issue was born out of wedlock of Sree Bhattacharjee and Kedar Nath Bhattacharjee. Beside, said Kedar Nath Bhattacharjee died before the date of Sree Bhattacharjee.

AND WHEREAS said Sree Bhattacharjee had undivided 1/15th share in the said joint property. Said Sree Bhattacharjee while so seized and possessed her respective share in the said property together with other co-sharers, she died intestate on 24/10/2020 leaving behind her daughter Sreeja Chatterjee, daughter of- Suvra Chatterjee, as her only legal heir and successor. Therefore, after demise of Sree Bhattacharjee her said daughter Sreeja Chatterjee being her only legal heir and successor inherited her undivided 1/15th share in the said property by way of inheritance.

AND WHEREAS thus said (1) Nirmalendu Bhattacharjee, (2) Dibyendu Bhattacharjee, (3) Smt Krishna Bhattacharjee (4) Smt Srawita Bhattacharjee, (5) Sreeja Chatterjee, (6) Smt. Chhanda Bhattacharjee and (7) Labdhendu Bhattacharyya jointly became the absolute owners of ALL THAT piece and parcel of "Bastu" land measuring 29 decimal (more or less) lying and situated at Mouza- Mulajore, J.L. No. 18, in R.S. Dag No. 449 and 457 under R.S.

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Khatian No. 425, 1539 & 1540 corresponding to L.R. Dag No. 959, L.R. Khatian No. 1330, 1331, 1332, 1333 & 1334 within Block-Barrackpore-I, within the jurisdiction of A.D.S.R.O. Naihati, Under Police Station Jagatdal, in the District of North 24 Parganas; and they have absolute right, title, interest over the said property and they jointly seized and possessed the same by paying Municipal taxes and Govt. rents regularly and they are still occupying and enjoying the same as absolute owners without any disturbance from any corner whatsoever.

AND WHEREAS the Sreeja Chatterjee got **1.932** decimals (i.e. more or less **1.93** decimals) of land as per undivided **1/15th** share in the said property out of total 29 decimal of land. And the other co-sharers namely (1) Nirmalendu Bhattacharjee, (2) Dibyendu Bhattacharjee, (3) Smt Krishna Bhattacharjee (4) Smt Srawita Bhattacharjee, (5) Smt. Chhanda Bhattacharjee and (6) Labdhendu Bhattacharyya jointly owned **27.06 decimals** of land as per undivided **14/15th** share in the said property out of total 29 decimal of land.

AND WHEREAS except the present land owner the other co-sharers namely (1) Nirmalendu Bhattacharjee, (2) Dibyendu Bhattacharjee, (3) Smt Krishna Bhattacharjee (4) Smt Srawita Bhattacharjee, (5) Smt. Chhanda Bhattacharjee and (6) Labdhendu Bhattacharyya already entered into a Development Agreement with the present Developer herein on 15/01/2021 and cause registration of the same before the office of the A.D.S.R. Naihati, North 24 Parganas and recorded in Book No. I, volume No. 1507-2021, pages from 10404 to 10495, being No. 150700455, for the year 2021.

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AND WHEREAS the land owner herein is now desirous of developing multi-storied buildings over her said 1.932 decimals (i.e. more or less 1.93 decimals) of land out of 29 decimal of land after demolishing the aforesaid old structure; but due to lack of financial capacity as well as experience in construction work she has been in search of Developer who can undertake the responsibility of the proposed new building for commercial as well as residential purpose as per the plan to be sanctioned by the Bhatpara Municipality in respect of the aforesaid property 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 to be paid by the Developer and/or received or obtained from time to time from the intending buyers of the flats or shops to be constructed and will be comprised in the new building as shown in the plan.

AND WHEREAS the party of the second part having immense experience as builder and having financial capacity has accepted the said offer of the party of the first part so as to effecting development upon the said land as described in the First schedule written hereunder after having due satisfaction as to the right, title and interest of the land owner of the one part over the said land as described in the First Schedule written hereunder on terms and conditions as laid down hereunder and has mutually agreed upon by and between the parties hereto.

AND WHEREAS with a view to avoid any dispute, dissention, disagreement, difference, difficulties or dispute among themselves and/or their and/or successors the parties herein after thorough discussion between themselves decided and agreed to enter into an Agreement properly and permanently embodying therein all such

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precise terms and conditions etc, mutually agreed upon by and between the parties herein.

AND WHEREAS at or before execution of this Agreement the said owner has represented and assured the Developer as follows:-

1. That the Land Owner is the absolute owner in respect of her undivided 1/15th share in the said plot of land as mentioned in the schedule written hereunder and has a good and marketable title in respect thereof.
2. That the said property or any portion thereof has not been so far declared as vested under the provision of the urban ceiling and Regulation Act 1976.
3. That the said property is free from all encumbrances, charges, liens, lispence and attachments whatsoever.
4. That excepting the present owner, nobody has any right, title, interest, claim, demand whatsoever or however into or upon her respective plot of land.
5. That there is no notice of acquisition or requisition received or pending in respect of the said plot of land or any portion thereof.
6. That there is no impediment under the law for time being in force for the owners for obtaining necessary clearance certificate of the Income Tax Act, 1961, from the Statutory Authority.
7. That the land owner has declared to the Developers that she has marketable title in respect of said land without any claim, right, title interest of any person thereon or therein and she has absolute

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right to enter into this agreement with the Developer and the owner hereby undertakes to indemnify and keep the Developer indemnified against all third party's claim actions, and demands whatsoever with regard to the title and ownership of the owner in respect of her said plot of land.

8. There is no suit/case pending in respect of the said property or any part thereof before any court.
9. That there is no impediment under the law for the time being enforced for entering into this development agreement by the owners.
10. The land owner has not entered into any Agreement for sale, transfer, lease, Development Agreement or otherwise for any purpose regarding the said property or any part thereof. And there is no existing agreement with other person or persons/companies in connection with the development/sale/transfer of her right, title, interest in respect of the said property or any portion thereof and that the land owner is free to enter into this Agreement for development with the present Developer.

AND WHEREAS both the parties further agreed with the Terms & conditions written here in under:

- 1) That the Land owner shall have no liability in respect of the constructional work. Only the Developer will be liable for the same.
- 2) That the Land Owner has all the documents to prove her ownership in respect of the said property and if further documents are required to collect, the land owner will co-operate to collect the

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same. The aforesaid Owner or her lawful attorney will put his signature on the plan or any other related document to be submitted to Municipality for sanction of the same or to any other department. The Owner will extent all kind of co-operation to the Developer as and where required for the construction of the proposed building.

- 3) The Developer will have full right to demolish the existing old structure at their cost and supervision and also have every right to sell the entire old materials, the Land owner has no right to interfere in the matter of demolition or to demand the cost of the dismantled articles/materials and there will be no claim or objection regarding demolition existing building or it materials.
- 4) That during the continuation of the constructional work the Land owner will not create any problem so that the constructional work may be disturbed.
- 5) That after completion of the Multi-storied building the Developer will complete the sale of the Developers Allocation to the intending purchaser/purchasers except the owner's Allocation.
- 6) That the owner will be liable to pay taxes, rents and the expenses of the schedule property before the execution of this Agreement; and after execution of this Agreement the same will be borne by the Developer.
- 7) That after execution of this Agreement the Developer shall be at liberty to do all acts and deeds and things required for construction of the said building/buildings or the said premises and/or relating thereto at the Developer own cost and expenses.

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- 8) That the owner also not be responsible to the third party from whom any advance payment may be received by the Developer for selling flat/flats/shop/shops from the developer's allocation. The delay if any, regarding completion and/or transfer of said flat/flats/shop/ shops for any reason whatsoever will be the responsibility of the Developer as the owner is not involved in any monetary transaction in the matter of booking/selling the flat/flats/shop/shops of developer's allocation.
- 9) All dealing/transactions in respect of making construction as per this agreement will be done by the Developer on principal basis. The owner will have no dealing/transactions with any sub-contractor/ nominee/nominees if thereby appointed/selected by the Developer. For any acts/omission of such sub-contractor/ contractors/ nominee/nominees the Developer themselves will only be held responsible and the owner will in no way be liable for such acts/omission.
- 10) All disputes and/or differences between the parties hereto arising or connected with the said properties or any of the provisions hereof shall be tried to settle first amicably; failing which the same shall be referred for arbitration under the provisions of the Indian Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactments.
- 11) That the Hon'ble High Court at Calcutta along with Barrackpore Court and Barasat Court shall have jurisdiction to entertain and try all actions and suits arising out of the Agreement.

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AND WHEREAS relying upon the aforesaid representations made by the land Owner and believing the same to be true on good-faith the Developer herein, being desirous to develop the aforesaid properties, has agreed to enter into this Agreement with the said Owners in respect of the said property/premises under the terms and conditions as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agree upon by and between the parties hereto as follows:-

ARTICLE- I

DEFINITION

- 1a) **OWNER:** shall mean Sreeja Chatterjee, daughter of- Late Suvra Chatterjee.
- 1b) **DEVELOPER:** shall mean "**OM SHREE CONSTRUCTION**" having its office at- 18/5, Kankinara Station Road, P.O.- Kankinara, P.S.- Bhatpara, District- North 24 Parganas, Pin- 743126, represented by it's Partners namely- **(1) SANJOY MONDAL** alias **SANJAY MANDAL**, son of Late Ashim Mondal alias Asim Mandal , residing at- Sthir Para Vivek Pally, Mondal Para, P.O. & P.S. Jagatdal, District- North 24 Parganas, Pin- 743127, **(2) PINTOO KUMAR SHAW SONAR**, son of- Late Sarjoo Prasad Shaw Sonar, residing at- 146/147, Kantadanga Road, P.O. Fingapara, P.S. Bhatpara, District- Noth 24 Parganas, Pin.- 743129, **(3) RANJEET PRASAD SHAW**, son of- Late Chiranji Shaw, residing at- 18/5, Kankinara Station Road, P.O. Kankinara, P.S.- Bhatpara, District- North 24 Parganas, Pin- 743126, **(4) GAURAB PRASAD**, son of- Sri

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Dayanand Prasad, residing at- 30/2, South A. B. Road, Uttar Kantadanga, P.O.- Fingapara, P.S.- Bhatpara, District- North 24 Parganas, Pin- 743129.

- 1c) **THE LAND & PREMISES:** shall mean ALL THAT piece and parcel of "Bastu" land measuring 1.932 decimals (i.e. more or less 1.93 decimals) as per undivided 1/15th share in total 29 decimal (more or less) of land with undivided 1/15th share of structures thereon, lying and situated at Mouza- Mulajore, J.L. No. 18, in R.S. Dag No. 449 and 457 under R.S. Khatian No. 425, 1539 & 1540 corresponding to L.R. Dag No. 959, L.R. Khatian No. 1330, 1331, 1332, 1333 & 1334 within Block- Barrackpore-I, having Holding No. 56, Bharat Chandra Roy Path (Ganguly Para) in Ward No. 25 within the local limit of Bhatpara Municipality, within the jurisdiction of A.D.S.R.O. Naihati, Under Police Station Jagatdal, in the District of North 24 Parganas, which is specifically mentioned in the FIRST SCHEDULE herein below written.
- 1d) **BUILDING:** shall mean two multi-storied **(G+4)** building/tower comprised of several residential flats, shop rooms, office room and garages etc. to be constructed according to the plan, to be sanctioned at the instant of the Developer by the competent authority and to be constructed on the said premises of the Land Owners more fully described in the FIRST SCHEDULE written herein below,
- 1e) **COMMON FACILITIES, AMENITIES AND AREA :** shall mean the area and amenities annexed to the said building to be erected over the First Schedule of the property which includes passage, ways,

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entrance of the building, landing, lobbies, staircase, roof, Pump Room, Septic Tank, Drain Pipe Line and proportionate share of land underneath, underground water reservoir, over head water tank, water pump and motor and other spaces and facilities which may be required for enjoyment, maintenance or management of the proposed buildings by all occupiers of the buildings, which is specifically mentioned in the FOURTH SCHEDULE herein below written. Provided that all occupiers of the proposed buildings will have to bear common expenses to enjoy common facilities and amenities annexed to the said buildings to be erected over the First Schedule of the property.

- 1f) **SALABLE SPACE** : shall mean the space of the Developer's allocation in the newly proposed building which will be available for independent use and occupation after making due provisions for owner's allocation and common facilities and space required thereof.
- 1g) **OWNER'S ALLOCATION** : shall mean the aforesaid land owner will get **one** self-contained residential flat having **covered area of 316 sq. ft.** (a little more or less) at **2nd floor of Block- "A"** (front side tower) towards **south-west** side in the proposed front side Building to be constructed upon the land described in the FIRST SCHEDULE hereunder written with undivided proportionate share of land underneath the building together with common facilities, areas, utilities and civic amenities as to be provided in the newly constructed buildings at the said premises to be constructed as per specification given in the FIFTH SCHEDULE herein below written TOGETHER WITH total Rs. 20,00,000/- (Rupees Twenty Lakh)

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only. The owner's allocation is more fully and particularly mention in the SECOND SCHEDULE herein below written.

- 1h) **DEVELOPER'S ALLOCATION** : shall mean save and except the Owner's Allocation of the proposed multi-storied buildings, to be constructed over the land specifically mentioned in the First Schedule herein below, the rest constructed area of the proposed buildings with undivided proportionate share of land underneath the building together with common facilities, areas, utilities and civic amenities as to be provided in the newly constructed buildings at the said premises. The Developer's Allocation has been described in the THIRD SCHEDULE herein below written.
- 1i) **ARCHITECT/LIENSED BUILDING SURVEYOR** : shall mean any qualified person or persons and/or firm or firms appointed or nominated by the Developer for design and planning of the newly proposed building to be constructed at the said premises.
- 1j) **BUILDING PLAN** : shall mean the plan or plans to be prepared by the registered Architect for construction of the newly proposed multi-storied buildings to be sanctioned by the Bhatpara Municipality in the name of the land owners and shall include by amendments thereto and improvement thereon and/or modification or alteration thereof (if made) at the cost and expenses of the developers.
- 1k) **ROOF** : shall mean and include the top roof of the entire buildings excluding the space required for installation of overhead water tank, staircase, covered spaces at the top of the building. The rest

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vacate space of the top roof of the buildings will be in use for common purpose.

- 1k) **TIME** : shall mean the construction will be completed within 2 (two) years from the date of sanction of the proposed building plan by the competent authority i.e. Bhatpara Municipality and due to force measure the time shall be extended up to further 01 (one) year.

ARTICLE- II
COMENCEMENT

2. This Agreement shall be deemed to have been commenced with effect from the date of signing this Agreement and shall remain in force till completion of the building, subject to fulfillment of all terms and conditions contained herein on the part of the owners and the developer.

ARTICLE-III
LAND OWNER'S RIGHT AND REPRESENTATION

- 3a) The land owner absolutely seized and possessed of and/or otherwise well and sufficient entitled to the said premises.
- 3b) The land owner will not be entitled to mortgage the said premises or deposited the said property as the security to any person/persons or any other authority.
- 3c) The Land owner will be liable to hand over all the original Deeds, instruments and documents regarding the first schedule below property to the Developer.

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- 3d) The first schedule below property is free from all encumbrances and the Land owner has good marketable title in respect of the said premises.
- 3e) That the Developer shall have absolute right title over the top roof of the proposed multi-storied building and the Land owners may not claim the right over the top roof of the building, but land owners may use the top roof of the proposed multi-storied buildings along with other flat owners as common.

ARTICLE - IV
DEVELOPER'S RIGHT

- 4a) The owner hereby grant subject to what has been herein under provided exclusive right to the Developer to develop and to exploit commercially the said plot of land and to construct building at the said premises in accordance with the building plan so to be sanctioned by Bhatpara Municipality at the costs and expenses of the Developer in the name of the Land Owner with or without any amendment and/or modification to be made or caused to be made thereon by the developer. If there is any violation, Developer will be responsible and the owner will not be liable to the Bhatpara Municipality or any other authority for the work of construction by the Developer.
- 4b) All applications plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the appropriate authority, shall be prepared and submitted by the Developer and the owner shall

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sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all costs charges and expenses required to be paid or deposited for obtaining sanction of the building plan and development of the said premises; and the owner shall has no responsibilities to bear any cost whatsoever.

- 4c) All the flats/shop rooms being the Developer' allocation in the entire proposed building in all the floors and those will be property of the developer herein and if the developer so desires, the developer can sell it to the prospective buyers at any consideration or price at the self discretion of the Developer but the Deed of Conveyance of the same will be made only after handing over the possession of Land owner's allocation to the Land owner.
- 4d) Nothing in this present shall be constructed as a demise or assignment or conveyance in law by the Land Owner of the said premises or any part thereof to the Developer for creating any right, title or interest in respect thereof to the Developer, other than exclusive license to the developer to develop the said multi-storied building in terms hereto and to deal with Developer's allocation with interest to realize the amount invested with profit from the sale of Developer's Allocation.
- 4e) The Developer will be eligible to mortgage the Developer's Allocation portion or may be eligible to obtain loan from any financial institution by way of mortgage of the Developer's Allocation portion.

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ARTICLE- V
LAND OWNER'S OBLIGATION

- 5a) Within the first schedule below property, there is existing two-storied building towards front i.e. towards Western side and there is vacant land towards back side i.e. towards Eastern side. The Land Owner hereby agree and covenant with the Developer that the land owner shall hand over the possession of vacant land (i.e. the eastern side land which is lying vacant) to the Developer within one month from the date of execution of this Agreement. After getting sanction plan, firstly the developer will start construct work of a multi-storied building over the said Eastern side vacant land as **Block- "B"** or back side tower; and initially the developer will construct up to first floor of the said back side tower/Block- "B". Thereafter, the developer will provide temporary shifting to the land owner at First Floor in the said back side tower/Block- "B". After getting temporary shifting in the back side tower/Block- "B" the land owner shall hand over the possession of the front side land with existing two-storied building (Western side portion) to the developer herein. And then the developer will construct a multistoried building over the Western side land as **Block- "A"** or front side tower after demolishing the existing two-storied building therefrom. Whatsoever, after completion of two multi-storied buildings i.e. to say, two towers as Block- "A" and Block- "B" the land owner will get possession of owner's allocation finally from the developer as per Second Schedule written herein below.

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- 5b) The land owner shall sign and execute all plans, drawings, specifications, elevations, forms applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license require under the law in connection with or relating to or arising out of construction erection and completion or the said building or as may be required from time to time accordance with law. The owner will put her signatures in all lawful papers/documents and Deeds those will be necessary for successful implementation of the project since the project will be promoted. And also the owner will put her signatures as required time to time on the lawful papers, documents, forms, agreements on request or demand of the developer for successful completion of the project.
- 5c) During the subsistence of this Agreement, the owner shall not in any manner whatsoever encumber the said demarcated and specified portion of the said premises or any part thereof nor shall enter into any other Agreement or obligation of whatsoever nature with any other party or parties in respect of Developer's allocation.
- 5d) On and from the date of service of notice of completion of the said building by the Developer and in particular the Owner's allocated portions and until separate mutation and assessment the Owner shall be responsible and liable to pay proportionate rates and taxes, levies, impositions and outgoing whatsoever payable in respect of the said owner's allocation and every part thereof. In addition thereto the owner shall also be responsible

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and liable to pay bear the proportionate part or share of all cost, charges levies, impositions and expenses relating to common areas and facilities towards its maintenance and upkeep of the said premises.

- 5e) The Land Owner will be liable to pay All the outstanding liabilities regarding the first schedule below property till the date of execution of this Agreement.
- 5f) The Land Owner will solely responsible to meet up her family disputes (if any) or any type of disputes (if any) regarding the title of the First schedule below property during the course of construction in progress.
- 5g) For any extra works on owner's allocation portion as per desire of the owner herein the owner shall be liable for payment of extra charges.
- 5h) The land owner hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing of any part or portion of the Developer's allocated portion in the proposed Buildings to be constructed by the developer over the first schedule below property.

ARTILCE - VI

DEVELOPER'S OBLIGATION

- 6a) The Developer hereby agrees and covenants with the owner that the Developer shall obtain the requisite sanctioned building plan

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from the authorities of the Bhatpara Municipality and shall complete the entire constructional work of the building including owner's allocated portion in all respect having permanent domestic water and sewerage connection, electricity connection with points etc. as well as common areas and facilities and make the same fully habitable for user as per law within the period of 2 (two) years from the date of sanction of building plan by the competent authority i.e. Bhatpara Municipality, unless the work is disturbed due to the natural calamities or by any act of God like or due to intervention of Govt. Bodies, the completion time will be extended for such a period which will be agreed by both the parties.

- 6b) The Developer hereby agree and covenant with the Land Owner not to transfer and/or assign the benefits of the present Agreement or any portion thereof to any third party without the consent in writing of the Land owners.
- 6c) The Developer shall demolish the existing building under their supervision and may disburse such materials and rubbish to any third party at any price which they thinks fit and proper and the land owners shall not raise any claim to it.
- 6d) The building that shall be created, constructed and completed by the Developer as per specification mentioned in the FIFTH SCHEDULE hereunder written and all flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities accordingly. Under no circumstances, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the owner in

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respect of erection, construction and completion of the said Owner's allocated portion, complete in all respect.

- 6e) All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever nature called for erection, construction and completion of the said building, its materials fittings and fixtures in all respect, including temporary and residential connection of water, sewerage, electricity and other amenities for the building shall be paid and born by the Developer and the owner has no responsibility and/or liability towards payment of any dues, liabilities and/or arising there from in any manner whatsoever.
- 6f) The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erection, construction and completion of the building the time ultimate completion of the Building with totality. Under no circumstances the owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erection, construction and completion of the said newly proposed buildings or any part thereof on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer shall at their own costs and expenses, cause to be required for timely supply of standard building material so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein, All

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building materials, fittings and fixtures as per Fifth Schedule hereunder written shall be paid and borne by the Developer.

- 6g) While dealing with and/or entering into any Agreement and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinafter) or any part thereof the Developer shall fully comply with observe, fulfill and perform the requirement under the law and while incorporating and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the owner shall not be responsible or liable for any commitments that may be made by the Developer.
- 6h) In the events of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode or manner of construction, defects deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction, completion of the said newly proposed buildings or any part thereof. All actions, proceedings and consequences arising there due to any acts, commission or omissions of the developer shall be attended to defend, prosecute and comply with and face by the Developer at their own costs

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and expenses and shall keep the owner indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

- 6i) The Developer shall be duty bound to complete the owner's allocated portion in all respect including permanent domestic water and sewerage connection, electricity connection with points etc as well as common areas and facilities and make the same fully habitable for user as per law within 24 months from the date of sanction of the building plan.
- 6j) The Developer shall be duty bound to complete the construction work fully habitable condition and obtain the completion certificate from the Bhatpara Municipality for users as per law and shall bear necessary cost and expenses at their own for this purposes and Owner shall be indemnified from all or any such costs and consequences, suffered or incurred there from.
- 6k) The developer shall not violate or contravene any of the provision or rules applicable for construction of the building.

ARTICLE - VII

CONSIDERATION

- 7a) In consideration of the owner having agreed to permit the Developer to exploit the said property and to construct a building in accordance with the plans to be sanctioned by the Bhatpara Municipality and in accordance with the specification and standard and Class- 1 materials, the Developer has agreed to built the said proposed multi-storied (G+4) buildings on the said premises of the Land Owner

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exclusively at their own cost and expenses; and Land Owner shall not be required to contribute any sum towards the cost of construction of the said building or otherwise.

7b) The land owner has agreed to grant exclusive right to the Developer for developing the said premises. The Developer have agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for purpose of development of the said premises and such consideration for all practical purposes will deemed to be apparent consideration which are as follows:-

- i. Space allocation to the Land Owner.
- ii. Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- iii. Costs, charges and expenses on account of causing the plan or map prepared and to get the same sanctioned by the Bhatpara Municipality.
- iv. Costs, charges and expenses incurred for installation of water supply line, electricity service connection and meter, sewerage, drainage etc..

7c) The land upon which the said building will be erected and constructed and appurtenant thereto and the common areas, facilities to be provided for and/or at the said building shall always remain common impartible, indefeasible and undivided and the Owner shall be at liberty to deal with her allocated

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portion together with the undivided proportionate share or interest in the land as well as the common areas and facilities. Developer shall similarly be entitled to deal with their allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.

- 7d) Without first providing the Owner's allocation portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing the Developer shall not be permitted to and/or be entitled to grant and/or give permission or permit possession of by whatever name called of its allocated portion or any part thereof in any manner whatsoever or to create any encumbrances and/or charges thereto.

ARTICLE - VIII

DEALING SPACE IN THE BUILDING

- 8a) The Developer shall at its own costs and expenses and without creating any financial or other liabilities upon the Land Owner construct and complete the said Multi-storied building having several self contained residential flats, shop rooms, garages etc. in accordance with the sanctioned building plan.
- 8b) The Developer shall on completion of the building put the Land Owner first in undisputed possession of the Land Owner's allocation to the Land Owner together with the proportionate right of common facilities and amenities to be enjoyed

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proportionately with other owners of the flats and only after such delivery of possession of Land Owner's allocation the Developer will be entitled to make registration of Developers' allocation portion in favour of prospective purchasers.

- 8c) The Developer being the party of the second part shall be liberty with exclusive right and authority negotiate for the sale of floor/ flats together with proportionate share of land excluding the space provided under Land Owner's allocation so mentioned hereinbefore of the said proposed building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer including earnest money or initial payments or part payment and total consideration for selling developer's allocation shall be received by the Developer and the Land Owners herein will have no right and share and will not be entitled to any portion thereof.

ARTICLE - IX

COMMON OBLIGATIONS

- 9a) On and from the date of completion of the Building in accordance with the Building plan, the owner as well as the Developers shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default: -
- i. To pay punctually and regularly for their respective allocations all rates, taxes levies fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties shall keep each other

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duly indemnified against all claims actions demands, costs charges and expenses and proceedings whatsoever directly suffered by or be paid by either of them as the case may be consequent upon any default.

- ii. Until installation of separate meters for supply of electrical energy at the respective units/flats to pay charges for consumption of electrical energy consumed in the said respective units/flats and proportionate part of common areas and facilities within the time as may be stipulated.
- iii. To comply with and observe all regulations that may be framed for proper and systematic enjoyment and keep of the premises.

ARTICLE - X

COMMON RESTRICTIONS

- 10) The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the followings: -
 - i. Neither party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the building.

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- ii. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- iii. Both the Land owner and Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings of their respective allocation in the building in good habitable condition so the same may not cause any damage to the building.
- iv. No goods of other item shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of uses of the corridors and other places of common use in the building.
- v. Neither party shall throw or accumulate any dirt, rubbish and refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.
- vi. Both the parties hereto shall permit other's agents, workmen and representative at all reasonable time to enter into others allocation any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping the building and its common areas in good order and condition.
- vii. Both the parties hereto shall not to create any disturbance or annoyance either to the other co-occupiers of the building or to the neighbors.

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- viii. Both the parties hereto shall not do any acts deeds or things which may prejudice the insurance cover of the building.
- ix. Both the parties hereto shall not claim any additional right save and except provided in writings.

ARTICLE - XI
MISCELLANEOUS

- 11a) This Agreement shall always be treated as an agreement by and between principal to principal. The owner and the Developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership between the owner and the Developer or an Association of persons. Nothing in these present, shall be construed as a sale, demise or assignment or conveyance in respect of the said premises or any part thereof to the Developer by the owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer of commercially exploit the same, as well as permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.
- 11b) the Developer shall be entitled to borrow money from any Bank/ Financial Institution only for Developer's allocated area without creating any financial liability on the owners; and the Developer takes alone from Bank or other Financial Institution then the developer shall be liable for payment of all dues of such bank or banks and for the same the Developer shall keep the owner

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indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 11c) Any notice required to be given by the Developer to the Land owner shall without prejudice to any other mode of service available be deemed to have been served on the Land Owner if delivered by hand and duly acknowledged by the land owner and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand and acknowledged by the developer or sent by registered post or speed post.
- 11d) For the management and the administration of the said building and/or common parts thereof a Body/Association shall be formed by the owners of all the flats of the said apartment/buildings; and such Body/Association shall look after the overall maintenance of the apartment/buildings. The said body of association shall be controlled by the members forming the said body. After the completion of the said building the Land Owner hereby agrees to abide by the all the rules and regulations to be framed by any society/association/holding organization and/or any other organization who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 11e) On and from the date of completion of the building as well as upon delivery of possession of owner's allocation to the land owner, the Developer and/or its transferees and the Land Owner and/or her transferee shall each be liable to pay and bear proportionate charges on account of Municipal Taxes, rates and

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charges and other Government/Statutory taxes & outgoing payable in respect of their respective allocations.

- 11f) The Land Owner shall deliver all the original Deeds and other paper and documents relating to the said premises simultaneously with the execution of these present to the Developer and the those Deeds and documents shall remain at the office of the Developer. All original Deeds and documents are to be treated as the property of the flat owner's association. After completion of the buildings and after formation of owner's Association the Developer will hand over those Deeds and documents to the said flat owner's association, which will be formed after completion of the buildings.
- 11g) It is understood that from time to time to facilitate the construction of the building by the developer various acts, deeds matters and things which have not herein specified may be required to be done executed and performed and for such matters, the owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law.
- 11h) The Land Owner shall execute a Registered DEVELOPMENT POWER OF ATTORNEY in favour of the partners of "OM SHREE CONSTRUCTION" herein for doing all such necessary acts, deeds and things for development of the said premises of the Land Owner including obtaining the necessary permission from

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different appropriate authorities to complete the constructional work of the proposed multi-storied buildings as well as to enter into agreement for sale with different prospective purchasers towards sale of flats, shop rooms, garages etc. and also to execute and cause registration of Deeds of conveyance to the prospective buyers in respect of Developer's allocation.

- 11i) The Developer shall at the Developer's own costs, construct erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the Fourth Schedule hereunder written and as may be recommended by the architect from time to time.
- 11j) As long as the Developers duly observes and performs its obligation in terms of this agreement, the Land Owner agrees and covenants with the Developer not cause any interferences or hindrance in the construct of the proposed building at the said premises by the Developers and not to do any act, deed or thing whereby the rights of Developers hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Buildings.
- 11k) In case of death of the owner, the legal heirs of said owner will be liable to execute and cause registration of supplementary Development Agreement and Development Power of Attorney in favour of the Developer; and other owners will also be responsible for causing execution and registration of said supplementary Development Agreement and Development Power

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of Attorney in favour of the Developer by the said legal heirs of deceased owner.

- 11l) The name of the building will be "**BINAPANI RESIDENCY**". And the front side building/tower will be treated as "**Block- A**" and back side building/tower will be treated as "**Block- B**".
- 11m) The owner hereby fully agrees that the Developer shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit of exploitation of the new building from the date of execution of this Agreement and on completion of the building or earlier all such advertisement and hoarding shall be cleared of by the Developer at their own costs.

ARTICLE - XII

OWNER'S INDEMNITY

- 12a) The owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy their allocated space without any interference and/or disturbances, provided the Developer performs and fulfills all the terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE - XIII

DEVELOPER'S INDEMNITY

- 13a) The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising

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out of any sort of act or commission of the Developer in or in relation to the construction and sale of Developer's allocation of the new building.

13b) The Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs, proceedings and claim that may arise with regard to the development of the said premises and/or in the matter of construction of the said building.

13c) The Developer hereby indemnify that the Developer will deliver the peaceful possession to the owner of the owner's allocated portion as mentioned hereinabove.

ARTICLE - XIV
FORCE MEASURE

14a) The parties hereto shall not be considered to do liable for any obligation herein to the extent that the performance of the relative obligations prevented by the existence of the FORCE MEAURES and shall be suspended from the obligation during the duration of the FORCE MEASURES.

14b) Force measure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, pandemic situation, non-availability of essential building materials and/or any other act/acts beyond the control of the parties hereto.

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ARTICLE - XV
ARBITRATION

15a) In case of any disputes or differences or any question arising except time limitation, between the parties hereto with regard to this agreement the same shall be referred to arbitration under the provisions of the Indian Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactments.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of "Bastu" land measuring **1.932** decimals (i.e. more or less **1.93** decimals) as per undivided 1/15th share of the present land owner out of total 29 decimal (more or less) with old two storied building thereon having covered area of **66.66 sq. ft. of cemented floor** as per undivided 1/15th share out of 1000 sq. ft. covered area at Ground Floor and **66.66 sq. ft. of cemented floor** as per undivided 1/15th share out of 1000 sq. ft. covered area at First Floor, i.e. total covered area **133.32 sq. ft.** in two storied building as per undivided 1/15th share out of total 2000 sq. ft. covered area, lying and situated at Mouza- Mulajore, J.L. No. 18, in R.S. Dag No. 449 and 457 under R.S. Khatian No. 425, 1539 & 1540 corresponding to L.R. Dag No. 959, L.R. Khatian No. 1330, 1331, 1332, 1333 & 1334 within Block- Barrackpore-I, having Holding No. 56, Bharat Chandra Roy Path (Ganguly Para) in Ward No. 25 within the local limit of Bhatpara Municipality, within the

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jurisdiction of A.D.S.R.O. Naihati, Under Police Station Jagatdal, in the District of North 24 Parganas. Said **1.932** decimals of land in respect of R.S. Dag numbers is as follows:

<u>R.S. Dag No.</u>	<u>R.S. Khatian No.</u>	<u>Total land Area</u>	<u>1/15th share of the Owner</u>
1) 449	425	27 decimals	1.8 decimals
2) 457	1539	01 decimals	0.066 decimals
3) 457	1540	01 decimals	0.066 decimals
			<u>Total 1.932 decimals</u>

Total undivided property (29 Dec. of land) is butted and bounded by:
ON THE NORTH : House of Late Gopal Barui,
ON THE SOUTH : House of Shiben Sarkar and Late Mantu Banerjee,
ON THE EAST : Pond of Chanchal Sarkar,
ON THE WEST : 36' wide Bharat Chandra Roy Path.

SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

The land owner will get **one** self-contained residential flat having covered area of **316 sq. ft.** (a little more or less) at **2nd floor** of **Block-"A"** (front side tower) towards **south-west** side in the proposed front side building to be constructed upon the land described in the FIRST SCHEDULE herein above written with undivided proportionate share of land underneath the building together with common facilities, areas, utilities and civic amenities as to be provided in the newly constructed building at the said premises to be constructed as per

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specification given in the FIFTH SCHEDULE herein below written TOGETHER WITH total **Rs. 20,00,000/-** (Rupees Twenty Lakh) only in the manner as follows: -

THE PAYMENT SCHEDULE OF THE LAND OWNER: -

The land owner will get **Rs. 20,00,000/-** (Rupees Twenty Lakh) only from the developer in the manner as follows:-

- i. On the day of execution of this Development Agreement the land owner will get **Rs. 5,00,000/-** (Rupees Five Lakh) only from the Developer, the receipt whereof the Owner do hereby as well as by the Memo of Consideration written herein below admit & acknowledge.
- ii. Within two years from the date of getting sanction plan the land owner will get **Rs. 15,00,000/-** (Rupees Fifteen Lakh) only from the Developer. But if the developer does not get satisfactory booking of flats of the proposed multi storied buildings within the period of said two years then the period of such payment will be extended for a reasonable period, which will be settled after discussion by and between the developer and the land owner.

THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

Save and except the Owner's Allocation of the proposed multi-storied buildings, to be constructed over the land specifically mentioned in the First Schedule herein above, the rest constructed area of the proposed buildings with undivided proportionate share of land

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underneath the building together with common facilities, areas, utilities and civic amenities as to be provided in the newly constructed buildings at the said premises.

FOURTH SCHEDULE ABOVE REFFERRED TO
(COMMON FACILITIES, AMENITIES AND AREA)

Common facilities, amenities and area shall mean the area and amenities annexed to the said building to be erected over the First Schedule of the property which includes passage, ways, entrance of the building, landing, lobbies, staircase, roof, Pump Room, Septic Tank, Drain Pipe Line and proportionate share of land underneath, underground water reservoir, over head water tank, water pump and motor and other spaces and facilities which may be required for enjoyment, maintenance or management of the proposed building by all occupiers of the building.

FIFTH SCHEDULE ABOVE REFFERRED TO
(specification of construction work for the buildings & units)

Foundation & structure: As per sanction plan.

Walls: Bricks wall with good quality bricks with cement mortar.

Flooring: All floors and balcony will be finished with good quality Vitrified Tiles with 4" skirting.

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Doors and Windows: All door frame will be good quality sal wood, main door will be wooden and others doors will be flash doors. All windows will be made of sliding Aluminium with glass fittings and M.S. Grills. Bathroom doors will be made of PVC.

Wall finishing: Internal walls will be Putty finished over Cement Plaster

Roof: Wall Putty, Primer Finish.

Kitchen: Cooking platform will be finished with Marble, fitted with one still sink and water tap, with glaze tiles up to 3' height from coking platform.

Dining: One Tap point with wash Basin.

Toilet: Toilet shall have One Commode/Indian type pan, white 20" low down PVC cistern, 2 tap, 1 No. white 20" basin, shower with water provision fittings. Bathroom Tiles up to 5'-0" with 4" skirting.

ELECTRIFICATION:-

- a) General: Internal conceal wiring should be with approve quality PVC pipe and outer lines will be branded 'PVC'. Concealed wiring with good quality Copper wire with switch. Main Electric Meter will be provided by the Developer. Electrical calling bell point will also be provided.
- b) In bed rooms: 3 light points, one fan point, one 5 Amp plug point with one AC point in one of the preferred room.

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- c) Kitchen/pantry: 2 light points, one exhaust fan point, 2 (two) 15 Amp plug point, & one 5 Amp, plug point.
- d) Drawing room: 2 (two) light point, 1 (one) fan point, 1 (one) 5 Amp plug point, 2 (two) 15 Amp plug point.
- e) Dining: 2 (two) light point, 1 (one) fan point, 1 (one) 5 Amp plug point.
- f) Toilet: One light point, 1 (one) exhaust fan point, 1 (one) 15 Amp plug point for geyser.
- g) W. C. : 1 (one) light point, 1 (one) exhaust fan point.
- h) Balcony: 1 (one) light point, 1 (one) 5 Amp plug point.
- i) Staircase : 1 (one) light point with 2 way switch at every stair landing.

Water supply: Deep tube well with pumping arrangement to overhead mints Reservoir.
And municipal Tap water connection.

- OTHERS :
- (a) Bicycle and/or two wheeler parking space,
 - (b) Space for meter board and switch,
 - (c) Space for septic tank and other common utilities,
 - (d) Water reservoir, water motor pump,
 - (e) Overhead water tank, water pipe and other plumbing installation,
 - (f) Lift:

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

SIGNED, SEALED & DELIVERED

In the presence of: -

1. Gopal Prasad
S/o Dayanand Prasad
Kantadanga fo- Fingapur
P.s- Jagaddal Distt- North
24 PHS West Bengal
Pini- 743129

Sreeja Chatterjee
Signature of the owner

OM SHREE CONSTRUCTION

Ranjit Mehal
Pintoo cr. Shew Sonar
Ranjit Rd Shew
Gauri Prasad

Partner

Signature of the Developer

2. *Subodhendu Bhattacharya*
S/o. *Kabi Niladri Bhattacharya*
56, *Bharat ch. Roy Path*
P.O- *Shyamnefar*
24. *Parganas (N)*
743127

Drafted & typed by me,

Tapan Kumar Debnath.

Tapan Kumar Debnath, Advocate
Barrackpore court,
North 24 Parganas,
Enrolment No. WB/373/1997.

Major Information of the Deed

Deed No :	I-1507-05033/2021	Date of Registration	06/07/2021
Query No / Year	1507-2001101625/2021	Office where deed is registered	
Query Date	05/07/2021 10:14:30 AM	1507-2001101625/2021	
Applicant Name, Address & Other Details	Tapan Kumar Debnath Bkp. Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, Mobile No. : 8777598306, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
Rs. 14,70,899/-	Rs. 15,75,845/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article 48(g))	Rs. 20,021/- (Article: E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :




District: North 24-Parganas, P.S:- Jagaddal, Municipality: BHATPARA, Road: B. C. Roy Path, Mouza: Mulajore, , Ward No: 25, Holding No:56 JI No: 18, Pin Code : 743129

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-449	RS-425	Bastu	Bastu	1.8 Dec	12,83,477/-	13,74,545/-	Width of Approach Road: 36 Ft., Adjacent to Metal Road,
L2	RS-457	RS-1539	Bastu	Bastu	0.066 Dec	47,061/-	50,400/-	Width of Approach Road: 36 Ft., Adjacent to Metal Road,
L3	RS-457	RS-1540	Bastu	Bastu	0.066 Dec	47,061/-	50,400/-	Width of Approach Road: 36 Ft., Adjacent to Metal Road,
		TOTAL :			1.932Dec	13,77,599 /-	14,75,345 /-	
		Grand Total :			1.932Dec	13,77,599 /-	14,75,345 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	133.32 Sq Ft.	93,300/-	1,00,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 66.66 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 66.66 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		133.32 sq ft	93,300 /-	1,00,500 /-	



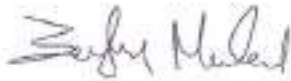


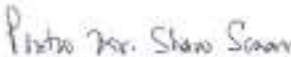


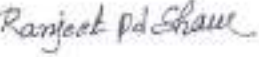
Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sreeja Chatterjee (Presentant) Daughter of Late Suvra Chatterjee Executed by: Self, Date of Execution: 06/07/2021 , Admitted by: Self, Date of Admission: 06/07/2021 ,Place : Office			
		06/07/2021	06/07/2021 LTI	06/07/2021
2/2, Subarna Apartment Sent A1, Baishnab Ghata La, City:- , P.O:- Naktala Circus Avenue, P.S:- Narikeldanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: CMxxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 06/07/2021 , Admitted by: Self, Date of Admission: 06/07/2021 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Om Shree Construction 18/5, Kankinara Station Road, City:- , P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr Sanjoy Mondal, (Alias Name: Mr Sanjay Mandal) Son of Late Ashim Mondal Alias Asim Mandal Date of Execution - 06/07/2021, , Admitted by: Self, Date of Admission: 06/07/2021, Place of Admission of Execution: Office</p>	 <p>Jul 6 2021 3:38PM</p>	 <p>LTI 06/07/2021</p>	 <p>06/07/2021</p>
<p>Sthir Para Vivek Pally, Mondal Para, City:- , P.O:- Jagatdal, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743127, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CSxxxxxx6R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Om Shree Construction (as partners)</p>				
2	<p>Name</p> <p>Mr Pintoo Kumar Shaw Sonar Son of Late Sarjoo Prasad Shaw Sonar Date of Execution - 06/07/2021, , Admitted by: Self, Date of Admission: 06/07/2021, Place of Admission of Execution: Office</p>	 <p>Jul 6 2021 3:40PM</p>	 <p>LTI 06/07/2021</p>	 <p>06/07/2021</p>
<p>146/147, Kantadanga Road, City:- , P.O:- Fingapara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743129, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXxxxxxx8B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Om Shree Construction (as partners)</p>				
3	<p>Name</p> <p>Mr Ranjeet Prasad Shaw Son of Late Chiranjit Shaw Date of Execution - 06/07/2021, , Admitted by: Self, Date of Admission: 06/07/2021, Place of Admission of Execution: Office</p>	 <p>Jul 6 2021 3:40PM</p>	 <p>LTI 06/07/2021</p>	 <p>06/07/2021</p>
<p>18/5, Kankinara Station Road, City:- , P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx1C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Om Shree Construction (as partners)</p>				

4	Name	Photo	Finger Print	Signature
	Mr Gaurab Prasad Son of Mr Dayanand Prasad Date of Execution - 06/07/2021, , Admitted by: Self, Date of Admission: 06/07/2021, Place of Admission of Execution: Office	 <small>JUL 6 2021 3:41PM</small>	 <small>L1 06/07/2021</small>	 <small>06/07/2021</small>
30/2, South A. B. Road, Uttar Kantadanga, City:- , P.O:- Fingapara, P.S:-Jagaddal, District:-North 24- Parganas, West Bengal, India, PIN:- 743129, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AWxxxxxx9G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Om Shree Construction (as partners)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gopal Prasad Son of Mr Dayanand Prasad 30/2, South A. B. Road, Uttar Kantadanga, City:- , P.O:- Fingapara, P.S:-Jagaddal, District:-North 24- Parganas, West Bengal, India, PIN:- 743129	 <small>06/07/2021</small>	 <small>06/07/2021</small>	 <small>06/07/2021</small>
Identifier Of Sreeja Chatterjee, Mr Sanjoy Mondal, Mr Pintoo Kumar Shaw Sonar, Mr Ranjeet Prasad Shaw, Mr Gaurab Prasad			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sreeja Chatterjee	Om Shree Construction-1.8 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Sreeja Chatterjee	Om Shree Construction-0.066 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Sreeja Chatterjee	Om Shree Construction-0.066 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Sreeja Chatterjee	Om Shree Construction-133.32000000 Sq Ft

Endorsement For Deed Number : I - 150705033 / 2021

On 06-07-2021

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

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

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

Presented for registration at 13:45 hrs on 06-07-2021, at the Office of the A.D.S.R. NAIHATI by Sreeja Chatterjee ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 15,75,845/-

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

Execution is admitted on 06/07/2021 by Sreeja Chatterjee, Daughter of Late Suvra Chatterjee, 2/2, Subarna Apartment Sent A1, Baishnab Ghata La, P.O: Naktala Circus Avenue, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Student

Identified by Mr Gopal Prasad, , Son of Mr Dayanand Prasad, 30/2, South A. B. Road, Uttar Kantadanga, P.O: Fingapara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743129, by caste Hindu, by profession Others

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

Execution is admitted on 06-07-2021 by Mr Sanjoy Mondal, , Mr Sanjay Mandal partners, Om Shree Construction, 18/5, Kankinara Station Road, City:- , P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Identified by Mr Gopal Prasad, , Son of Mr Dayanand Prasad, 30/2, South A. B. Road, Uttar Kantadanga, P.O: Fingapara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743129, by caste Hindu, by profession Others

Execution is admitted on 06-07-2021 by Mr Pintoo Kumar Shaw Sonar, partners, Om Shree Construction, 18/5, Kankinara Station Road, City:- , P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Identified by Mr Gopal Prasad, , Son of Mr Dayanand Prasad, 30/2, South A. B. Road, Uttar Kantadanga, P.O: Fingapara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743129, by caste Hindu, by profession Others

Execution is admitted on 06-07-2021 by Mr Ranjeet Prasad Shaw, partners, Om Shree Construction, 18/5, Kankinara Station Road, City:- , P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Identified by Mr Gopal Prasad, , Son of Mr Dayanand Prasad, 30/2, South A. B. Road, Uttar Kantadanga, P.O: Fingapara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743129, by caste Hindu, by profession Others

Execution is admitted on 06-07-2021 by Mr Gaurab Prasad, partners, Om Shree Construction, 18/5, Kankinara Station Road, City:- , P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN:- 743126

Identified by Mr Gopal Prasad, , Son of Mr Dayanand Prasad, 30/2, South A. B. Road, Uttar Kantadanga, P.O: Fingapara, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743129, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021/- (B = Rs 20,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2021 11:24AM with Govt. Ref. No: 192021220025807661 on 06-07-2021, Amount Rs: 20,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ7874824 on 08-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 14133, Amount: Rs.100/-, Date of Purchase: 30/04/2021, Vendor name: R Sur
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/07/2021 11:24AM with Govt. Ref. No: 192021220025807661 on 06-07-2021, Amount Rs: 4,921/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKQ7874824 on 06-07-2021, Head of Account 0030-02-103-003-02

Abhisek Banerjee

ABHISEK BANERJEE
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1507-2021, Page from 118949 to 119017

being No 150705033 for the year 2021.



(ABHISEK BANERJEE) 2021/07/22 12:04:46 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
West Bengal.

(This document is digitally signed.)