

8051/2023

8-07827/23

SUBHAM_PHOTOGRAPHY



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

8-2001838848/2023

K 813647

Certified that the document is correct
to registration. The Signature Sheet is
endorsement Sheet attached to the
document are the part of the document.

Additional Metrist Sub-Register
Additional Metrist Sub-Register
Additional Metrist Sub-Register

20 JUL 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 20th day of

July, 2023 (Two Thousand Twenty Three).

BETWEEN

19 JUL 2023

Sl. No. 174 CT DATE
NAME
ADD
AMT

Popit's Kumar Mallik Acharya
Hgh Court Calcutta
5000/- five thousand only

Chosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Me
Dist. Sub-Registrar
Cossipore, Dum Dum

120 JUL 2023

1. **SRI. TIMIR KUMAR BASU, (PAN-AEKP7573D)** Son of Late Nirmal Kumar Basu, by occupation-Retired, by faith-Hindu, by Nationality -Indian,
2. **SRI. ATRI BOSE (PAN-AUJPB4316R)** Son of Sri. Timir Kumar Basu, by Occupation-Business, by faith-Hindu, by Nationality-Indian, both are residing at 52, Naba Pally, P.S. Dum Dum, P.O. Italgacha, Kolkata-700079, hereinafter ^{52/1,} called the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors administrators, legal representatives and assigns) of the **ONE PART.**

AND

JAI MATA DI ENTERPRISE, a Proprietorship Firm, represented by its sole Proprietor **SRI.SUJAY MAJUMDAR, (PAN-ANNPM0281D) (AADHAAR No. 6797 3684 4247)** son of Sri. Subal Chandra Majumdar, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 94, Lakshmi Narayan Road, Rabindra Nagar, South Dum Dum, Kolkata, West Bengal- 700065, hereinafter referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, executors administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS one Habul Chandra Sandhukhan Raiyati owner of land area measuring .80 Satak at Mouza-Sultanpur, P.S. Dum Dum, J.L. No. 10, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga,



Handwritten signature

Adtl. District Sub-Registrar
Coimbatore, Dum Dum

12 0 JUL 2023

Proja Khatian No. 500, R.S. Dag No. 2331, Sub Registry Office Cossipore Dum Dum, District North 24 Parganas.

AND WHEREAS said Habul Chandra Sadhukhan while seized and possessed died leaving behind his wife Smt. Chamatkarani Dasi and two sons namely Sri. Ganesh Chandra Sadhukhan, Sri. Bonbehari Sadhukhan only legal heirs and successor to inherit the said property alongwith the others property left by him.

AND WHEREAS said Smt. Chamatkarani Dasi, Sri. Ganesh Chandra Sadhukhan and Sri. Bonbehari Sadhukhan registered a Deed of Partition, dated 30.09.1939, registered at Sub Registry Office at Cossipore Dum Dum, 24 Parganas, recorded in Book No. I, Volume No. 46, being No. 2933, for the year 1939 and determined their respective share.

AND WHEREAS said Bonbehari Sadhukhan after registered the Partition Deed got ALL THAT land area measuring .31 Satak at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, Sub Registry Office at Cossipore Dum Dum, North 24 Parganas.

AND WHEREAS said Bonbehari Sadhukhan by a registered Deed of Conveyance dated 18.05.1945, registered at the office of Sub Registry Cossipore Dum Dum, 24 Parganas, recorded in Book No. I, Volume No. 22, Pages from 184 to 187, being No. 1144, for the year 1945, sold, conveyed



A handwritten signature in blue ink, consisting of stylized, overlapping loops.

Asst. District Sub-Registrar
Cossipore, Dum Dum

12 0 JUL 2023

and transferred ALL THAT piece and parcel of land area measuring .31 Satak at Mouza-Sultanpur, J.L. No. 10,P.S.- Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, Sub Registry Office at Cossipore Dum Dum, North 24 Parganas to Aajamon Bibi.

AND WHEREAS said Aajamon Bibi after purchased the said property seized and possessed and recorded her name in the record of Revisional Settlement.

AND WHEREAS said Aajamon Bibi by a registered Deed of Conveyance, dated-20.04.1959, registered at the office of Sub Registry Cossipore Dum Dum, North 24 Parganas, recorded in Book No. 1, Volume No. 53, Pages from 83 to 85, being No. 3144 for the year 1959, sold, conveyed and transferred ALL THAT piece and parcel of land measuring .31 Satak at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, Sub Registry Office at Cossipore Dum. Dum, North 24 Parganas, to Sri. Nagendra Chandra Dutta.

AND WHEREAS said Nagendra Chandra Dutta after purchased the said property seized and possessed and recorded his name in the record of local Municipality and constructed a Pucca building thereon.



Handwritten signature

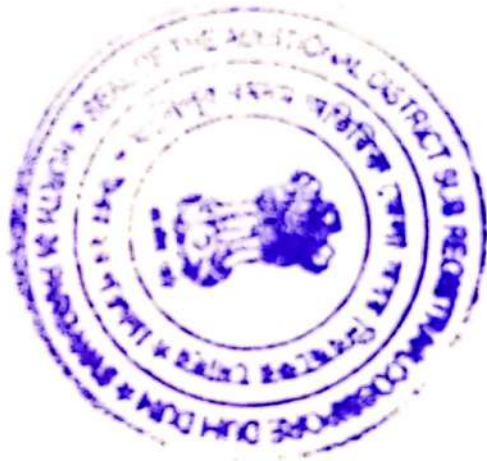
Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

AND WHEREAS said Nagendra Chandra Dutta by a registered Deed of Conveyance, dated-04.12.1980 registered at the office of Additional District Registrar Barasat, North 24 Parganas, recorded in Book No. 1, Volume No. 35, Pages from 232 to 237, being No. 2430 for the year 1980, sold, conveyed and transferred ALL THAT piece and parcel of land area measuring 18 Cottahs more or less including common passage together with one storied pucca building at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian. No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, Sub Registry Office at Cossipore Dum Dum, North 24 Parganas, to Smt. Mamata Ghosh @ Mamata Bose.

AND WHEREAS said Smt. Mamata Ghosh @ Mamata Bose after purchase of the said property seized and possessed ALL THAT piece and parcel of land area measuring 18 Cottahs more or less including common passage together with one storied pucca building at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian. No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, at Holding No.52, Nabapally, Ward No. 3, P.S. Dum Dum, Kolkata-700079, local limits of Dum Dum Municipality, within A.D.S.R. Cossipore Dum Dum, North 24 Parganas.

AND WHEREAS said Smt. Mamata Ghosh @ Mamata Bose by a registered Deed of Gift, dated- 22.03.2021, registered at the office of A.D.S.R. Cossipore Dum Dum, North 24 Parganas, recorded in Book No. 1, Volume No. 2021-1506, being No. 3378, for the year 2021, made gift and transferred



Handwritten signature

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

ALL THAT piece and parcel of land area measuring 10 Cottahs more or less at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, at Holding No. 52, Nabapally, Ward No.3, P.S. Dum Dum, Kolkata-700079 local limits of Dum Dum Municipality, within A.D.S.R. Cossipore Dum Dum, North 24 Parganas, in favour of Sri. Timir Kumar Basu & Sri. Atri Bose.

AND WHEREAS in the manner aforesaid Sri. Timir Kumar Basu & Sri. Atri Bose have become joint owners and seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring 10 Cottahs more or less at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, at Holding No. 52, Nabapally, Ward No.3, P.S. Dum Dum, Kolkata-700079 local limits of Dum Dum Municipality, within A.D.S.R. Cossipore Dum Dum, North 24 Parganas.

AND WHEREAS Owners are desirous to develop the said property and to construct a multi storied or G+4 (as per approved sanction building plan) building on the said property but could not do it themselves and the Developer knowing the intention of the Owners and approached the said Owners to authorize him to develop the said property and to construct a multi storied building on the said property to which the Owners agree.



Handwritten signature

Asst. District Sub-Registrar
Cossipore, Durgam Cheruvu

20 JUL 2023

a consideration of the said property the Owners shall be entitled to get not less than 30% of the sanctioned building plan area, consisting of Several Flats, Garages, shops which shall be provided by the developer on the several floors, i.e. entire first floor, half portion of ground floor rest area given in the 3rd floor of the building, hereinafter called the owner's allocation and that owners allocation finalised after getting sanctioned building plan.

The Developer shall also pay a sum of **Rs. 10,00,000/- (Rupees Ten Lakh)** **only** the receipt of which the owner do hereby admits and acknowledge, by two installments within 1 (one) year from the date of obtaining the sanctioned plan.

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

Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

1.1 OWNERS shall mean the above names Owners herein and their heirs, executors, administrators, legal representatives and assigns.

1.2 DEVELOPER shall mean the above named Developer or any company formed by the above named Developer with having respective offices

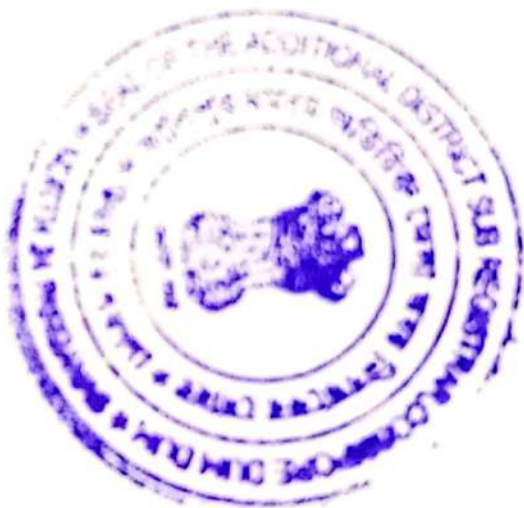
and license as would be required for such company and its successors in office.

1.3 THE PROPERTY shall mean the above mentioned premises hereunder written in the schedule property at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Kha, Ga, Proja Khatian No. 500, R.S. Dag No. 2331, at Holding No. 52, Nabapally, Ward No.3, P.S. Dum Dum, Kolkata- 700079 local limits of Dum Dum Municipality, within A.D.S.R. Cossipore Dum Dum, North 24 Parganas, more fully and particularly described in the schedule hereunder written.

1.4 THE BUILDING shall mean the multi storied building to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of Dum Dum Municipality at the cost of the Developer .

1.5 THE UNIT shall mean the partly or wholly constructed flat/ apartment shop room in the building (which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.

1.6 PROPORTIONATE OR PROPORTIONATE PORTION or proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owner/ landlord.



Handwritten signature

so.1. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

7 **COMMON PORTION** shall mean and include the common portions to be meant and erected for convenience of the intending purchaser and/or lawful occupiers.

1.8 **THE ARCHITECT** shall mean such Architect or Architects appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developer.

1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions.

1.10 **OWNERS ALLOCATION** As a consideration of the said property the Owners shall be entitled to get not less than 30% of the sanctioned building plan area, consisting of Several Flats, Garages, shops which shall be provided by the developer on the several floors.e. entire first floor, half portion of ground floor rest area of owners allocation given in the 3rd floor of the building, hereinafter called the owner's allocation finalised after getting sanctioned building plan. The Developer shall also pay a sum of **Rs. 10,00,000/- (Rupees Ten Lakh) only** by two installments within 1 (one) year from the date of obtaining the sanctioned plan and the receipt of which the owner do hereby admits and acknowledge.



[Handwritten signature]

Modi, District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

- 1.11 DEVELOPER'S SHARE-** shall mean rest of the constructed area i.e. all the constructed area except Owner's allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.
- 1.12 TRANSFERER** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provision of law in this behalf by the Owners in favour of the purchaser on receipt of consideration.
- 1.13 TRANSFEREE** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- 1.14** The word imparting singular shall include plural and vice versa.
- 1.15** Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE-II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE-III OWNER'S RIGHT AND REPRESENTATIONS

- 3.1 That excepting the Owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.



Handwritten signature

Additional District Sub-Registrar
Coimbatore, Dum Dum

20 JUL 2023

- 3.2 The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- 3.3 The landed property is free from all encumbrances, charges lines, lispendences, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976.
- 3.5 That the total area of the land comprise in the said property is 10 Cottahs more or less.
- 3.6 That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the second party / Developer within 36+6 months form this development agreement without force measure.
- 3.7 That the Owners further undertake to execute the registered Development power of Attorney in favour of the Second party Developer and the land Owners will give the Developer/ Second party all the powers required for, the purpose of making such construction at his own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required only for his allocation.

ARTICLE- IV DEVELOPER'S RIGHT

- 4.1 **THAT** on the Development power and by virtue of this agreement the Developer / Second party is hereby empowered to raise the construction at the above mentioned property investing its own



addl. District Sub-Registrar
Cossipora, Dum Dum

20 JUL 2023

finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.

4.2 That the second party / Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Dum Dum Municipality and entire cost shall be borne by the second party / Developer alone and after modification the developer shall again enter in a Supplementary agreement for more specification and the developer shall be sole responsibility for modification and alteration and owners have no liability for the same.

4.3 The Developer / Second party shall be entitled to appoint its own labour masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second party / Developer and all the risk and liability together with all responsibility shall remain with Developer / Second party and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective purchaser.

4.4 The Developer / Second party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive



Additional District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

earnest money from the intending purchaser together with all advance thereof but at all material times the Owners shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second party / Developer shall remain charges only with the Developer and the Owners allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the Owners allocation for any misappropriation of any money by the second party/ Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owners allocation.

ARTICLE- V: TIME

- 4.5 The Developer shall complete the said building within 36 months from the date of this development agreement of the said land and the construction work will be starting after conversion of the land into Bastu in the names of owners at the cost of the developer whichever is later, time may be extended to 6 (six) months under unavoidable circumstances on mutual discussion.

ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATIONS:-

- 6.1 The Developer hereby undertake the responsibility to get the plan sanctioned from the Dum Dum Municipality after obtaining the Parcha from B.L.&L.R.O. Office and start construction of the building and to complete the whole complex within 48 months from the date of development agreement in accordance with the sanctioned plan and/or handing over the peaceful vacant possession of her premises whichever is later and within this time the Developer shall give



[Handwritten signature]

Sub-Registrar, District Sub-Registrar
Cossipore, Dum Dura

20 JUL 2023

complete possession of the Owner, allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/ authorities concerned.

6.3 To bear all costs charges and expenses for construction of the building at the said premises.

6.4 Save and except the Developer's allocation of the aforesaid building, the Developer shall not be entitled to create any charge or mortgage or encumber the remaining share of the aforesaid property with any financial institution or bank nor shall fasten the owners of the First Part for any financial liability.

ARTICLE VII:- OWNER'S ALLOCATION

As a consideration of the said property the Owners shall be entitled to get not less than 30% of the sanctioned building plan area, consisting of Several Flats, Garages, shops which shall be provided by the developer on the several floors i.e. entire first floor, half portion of ground floor and rest area of owners allocation given in the 3rd floor of the building, hereinafter called the owner's allocation and the said owner allocation finalised after getting sanctioned building plan. The Developer shall pay the sum of **Rs. 10,00,000/- (Rupees Ten Lakh) only** by two instalments within 1 (one)



Handwritten signature

Additional District Sub-Registrar
Coimbatore, Dum Dum

20 JUL 2023

ar from the date of obtaining the sanctioned plan.

ARTICLE VIII:- DEVELOPER'S ALLOCATION.

- 4.1 In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owners allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement shall not be obligatory on the part of the Developer to obtain any further consent of the Owners and this agreement itself shall be treated as Consent of the Owners.

ARTICLE IX: PROCUFLE

- 9.1 The Owners shall grant to the Developer registered Development power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan C.C. Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into



Handwritten signature

Adl. District Sub-Registrar
Cossipora, Dum Dum

20 JUL 2023

agreement for sale and receive consideration from the intending purchaser and make registered Deed of and documents whatsoever required of his allocation.

- 9.2 **NOTWITHSTANDING** grant of Development Power of Attorney by the Owners in favour of the Developer and delivery of possession of the said property no action of the Developer under the said Development power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners.

ARTICLE X: CONSTRUCTION:

- 10.1 The developer shall be solely and exclusively responsible for construction of the said building.

ARTICLE XI: BUILDING

- 11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.
- 11.2 The Developer shall install and erect the said building at its own costs as per the specification mentioned in the Second Schedule written hereunder and also the drawing providing by the architect, pump, overhead water storage tanks, Bore well, septic Tank, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other



[Handwritten signature]

Adl. District Sub-Registrar
Cossipora, Dum Dum

20 JUL 2023

facilities as required area to be provide in a residential multi storied building in the locality in Ownership basis.

- 11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from Dum Dum Municipality without creating any financial or other liabilities on the Owners regarding the construction.

ARTICLE XII : COMMON FACILITIES

- 12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of handover vacant possession of the said property till hand over the possession of owners' allocation within the stipulated period in favour of the Owner.

- 12.2 After the completion of the total construction of the building and the flat Owners including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any lift, Durwan, pump, Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

ARTICLE XIII: PROCEEDING

- 13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and



Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE XIV: DEVELOPER INDEMNITY

14.1 The developer shall indemnify and keep indemnified the owners against all loss, damages, costs, charges, expenses that may be incurred or suffered by the owners on account of arising out of any breach of any of the term of these presents or any laws, rules, regulations or due to any accident or due to any claim made by the Third Party in respect of such construction or otherwise howsoever till the date of possession to the owners of their allocation.

14.2 The Developer hereby undertake to keep the Owners indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

14.3 The Developer hereby undertake to keep the Owners indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and in the matter of construction of the said building and defect therein.

ARTICLE XV: OWNER'S OBLIGATIONS

THE Owners doth hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with.



Handwritten signature

Additional District Sub-Registrar
Coimbatore, Dum Dum

20 JUL 2023

The Owners doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/ shops/ garages in the said building provided all terms and condition herein are complied with. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

The Owners doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/ or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the developer on and from the date of execution of this agreement.

This agreement cannot be terminated by the Owners unless and until all the flats/ shop / garages under the developer's allocation are sold out and the deed of conveyance in favour of intending purchaser or purchasers of the developer's allocation are executed and registered provided the developer shall strictly follow the terms and condition of the agreement.

The Owners doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the Owner.

The Owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.



[Handwritten signature]

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

that the Owners herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises /land or any portion thereof at any time during the subsistence of this agreement.

That the Owners and/or their solicitors or advocate shall answer the requisition on title required by the developer or by any of the intending purchaser's of the developer's allocation as and when the same would be required.

The Developer shall pay the required security deposit payable to the Dum Dum Municipality for sanctioning of the building plan in the name of the Owners. The developer shall take the refund of the same after the building is completed and the Owners shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.

ARTICLE XVI: MISCELLANEOUS

15.1 The Owners and the developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.

15.2 The Owners hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owners shall execute any additional power of Attorney and/or authorization in favour of the Developer if required



[Handwritten signature]

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

and the Owners also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owners and/or against the spirit of this Agreement.

15.3 The Developer and Owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his /her /their consent to abide by the same.

15.4 The name of the building shall be decided by the Both Party.

15.5 As and from the date of the completion of the building the Developer and/or his transferee and the Owners and/or their transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.

15.6 There is no prior agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.

15.7 All arrear Municipal Taxes and/ or any other taxes and/ or other taxes before to execution of this Agreement will be paid by the by the Owners and if any thing is paid by the Developer that will recovered from the Owners by cash.



Adl. District Sub-Registrar
Cossipora, Dum Dum

20 JUL 2023

15.8 The Developer shall demolish the existing structure at its own costs and expenses and shall appropriate the salvages and building materials.

15.9 After execution and registration the owners shall execute and registrar a Development power of attorney in favour of the Developer the owners will hand over the all original documents related to the said property like as Original Deed, Parcha, Khajna, update payment of Municipal tax receipt and same will be returned to the owners at the time of giving possession to the owner allocation. The Developer shall issue valid receipt to the owners at the time of receiving all original documents from the owners.

15.10 It is agreed by both parties that the Developer will have right to amalgamate the adjacent plot/ plots for construction of multi storied building in a complex for better rehabilitation in that regard the developer will bound to follow for not to any loss of interest of the present owners.

15.11 All disputes and differences arising out of this agreement or in relation to the determination of any and / or liabilities of the parties hereto or the construction and interpretation of any of the terms and meaning thereof shall be referred to the appropriate court of law having jurisdiction in that behalf.

15.12 Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each part and the award of the



[Handwritten signature]

Asst. District Sub-Registrar
Coimbatore, Dum Dum

20 JUL 2023

Arbitrators shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996 and its statutory modification and/ or reenactments thereof in force from time to time.

ARTICLE XVII: FORCE MAJEURE

16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligations during the duration the force majeure.

16.2 Force Majeure shall mean flood, earth—quake, riot war, tempest civil commotion, strike, any Govt. notification on work schedule and / or any other acts or commission beyond the reasonable control of the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land area measuring 10 Cottahs more or less at Mouza-Sultanpur, J.L. No. 10, P.S. Dum Dum, Touzi No. 173, R.S. No. 148, under Jamindar Khatian No. 220, Ka, Ga, Proja Khatian No. 500, L.R. & R.S. Dag No. 2331, at Holding No.52, Nabapally, Ward No.3, P.S. Dum Dum, Kolkata- 700079, local limits of Dum Dum Municipality, within A.D.S.R. Cossipore Dum Dum, North 24 Parganas, which is butted and bounded by:-

ON THE NORTH : Property of Mamata Bose



Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

ON THE SOUTH : Property of Madhusudhan Das
ON THE EAST : Property of Parimal Kundu
ON THE WEST : 12ft wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

As a consideration of the said property the Owners shall be entitled to get not less than 30% of the sanctioned building plan area, consisting of Several Flats, Garages, shops which shall be provided by the developer on the several floors i.e. entire first floor, half portion of ground floor and rest area of owners allocation given in the 3rd floor of the building, hereinafter called the owner's allocation and the said owners allocation finalised after getting sanctioned building plan.

The Developer shall also pay a sum of **Rs. 10,00,000/ - (Rupees Ten Lakh) only.** by two instalments within 1 (one) year from the date of obtaining the sanctioned plan.

(DEVELOPER'S ALLOCATION)

In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owners allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in



[Handwritten signature]

addl. District Sub-Registrar
Coimbatore, Dum Dum

20 JUL 2023

the name of the nominee and to receive and release and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owners and this agreement it self shall be treated as consent of the Owners.

THE THIRD SCHEDULE REFERRED TO ABOVE
[COMMON AREAS AND FACILITIES]

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.
5. Lift & Lift wall

THE FOURTH SCHEDULE REFERRED TO ABOVE
[PROPORTIONATE EXPENSES]



Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

the proportionate expenses which will be borne by the occupiers or owners of the flats of the said building :-

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.
2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owners and occupiers) and other outgoing etc.
5. **INSURANCE** of the building against earthquake, fires any damages by natural calamities etc.
6. **ALL** electricity charges payable in common for the said building.



[Handwritten signature]

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

(SPECIFICATION OF CONSTRUCTION WORK)

1. **STRUCTURE** : Building designs with R.C.C. framed structure of foundation 1:2:4 Ratio.
2. **BRICK WORKS** : All Brick works are with conventional bricks As 8", 5" or 3" Thick wherever necessary .
3. **FLOORING** : All floor vitrified tiles.
4. **KITCHEN** : vitrified tiles flooring cooking platform with a steel sink basin and wall tiles upto 3'-0" above cooking platform Taps etc. complete with exhaust fan, kitchen chimney hole.
5. **TOILET** : vitrified tiles with wall dado of glazed tiles upto 6'-0" height with standard fittings and concealed plumbing system with 1 1/2' PVC pipes with PVC door Commode with one EWC Western gizer.
6. **DOORS** : Main entrance wooden door the internal door are flush door all frames will be good quality wood.
7. **WINDOW** : All window Aluminium Sliding with glass fittings including MS grill.
8. **ELECTRICAL** : Wiring will be concealed with I.S.I certified wires Total electric point is 30-35 per flat.
9. **WATER SUPPLY** : Water source Municipal water supply, with underground reservoir / submersible pump.
10. **WALL PAINTING** : Internal wall will finished with plaster of Paris and out side wall finished with paint.
11. Three side boundary wall.
12. Water proofing treatment of the terrace.
13. **EXTRA WORK** : Any extra work other than our specification shall be charged extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution of such work. All requisites for additions alteration work have to be given in writing before starting of brick work. Thereafter No request shall be entertained.



[Handwritten signature]

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

WITNESSES WHEREOF the **OWNERS** and **ATTORNEY** have subscribed their hands and seals on the day, month and year first above written.

WITNESSES:

1. Mallik
Advocate.

Trinit Thomas Das
Atty Bar

SIGNATURE OF THE OWNERS

2. Usha Das
Dum Dum
Pin-700030

Jai Mata Di Enterprise
Safy-miyumbaz-
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted under the instruction of both the parties, typed, read over and explained by me in vernacular and the executants have admitted the contents as correct.

Mallik

PABITRA KUMAR MALLICK
Advocate
HIGH COURT, CALCUTTA
E. No. F-1400/2017



WV

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

SPECIMAN FORM FOR TEN FINGERPRINTS

Signature of the Executants / Presentants						
 Aka Bose	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)				
	Thumb	Fore	Middle	Ring	Little	
		Right Hand				
	 Jyoti Kumar Das	Little	Ring	Middle	Fore	Thumb
(Left Hand)						
Thumb		Fore	Middle	Ring	Little	
		Right Hand				
 Sanyam Mondal		Little	Ring	Middle	Fore	Thumb
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
		Right Hand				



[Handwritten signature]

Adl. District Sub-Registrar
Cossipore, Dum Dum

20 JUL 2023

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



192023240135013498

Details

GRN:	192023240135013498	Payment Mode:	SBI Epay
GRN Date:	19/07/2023 23:20:03	Bank/Gateway:	SBIePay Payment Gateway
BRN:	2411761808923	BRN Date:	19/07/2023 23:21:00
Gateway Ref ID:	202320044548410	Method:	State Bank of India New PG CC
GRIPS Payment ID:	190720232013501348	Payment Init. Date:	19/07/2023 23:20:03
Payment Status:	Successful	Payment Ref. No:	2001838848/1/2023
		[Query No*Query Year]	

Depositor Details

Depositor's Name: Mr PABITRA KUMAR MALLICK
Address: DUM DUM
Mobile: 7278263504
EMail: advocatpmaallick@gmail.com
Period From (dd/mm/yyyy): 19/07/2023
Period To (dd/mm/yyyy): 19/07/2023
Payment Ref ID: 2001838848/1/2023
Dept Ref ID/DRN: 2001838848/1/2023

Payment Details

SL. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001838848/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	15020
2	2001838848/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				15041

IN WORDS:

FIFTEEN THOUSAND FORTY ONE ONLY.

Identificative Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Sujay Majumdar (Presentant) Son of Subal Chandra Majumdar Date of Execution - 20/07/2023, , Admitted by: Self, Date of Admission: 20/07/2023, Place of Admission of Execution: Office			
94 Lakshmi Narayan Road Rabindra Nagar, City:- , P.O:- Rabindra Nagar, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN:- 700065, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: anxxxxxx1d, Aadhaar No: 67xxxxxxx4247 Status : Representative, Representative of : JAY MATA DI ENTERPRISE (as Proprietor)	Jul 20 2023 2:38PM LTI 20/07/2023	20/07/2023	20/07/2023

Identifier Details :

Name	Photo	Finger Print	Signature
Mithun Das Son of Late G Das Nilachal Birati, City:- , P.O:- Birati, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700051			
Identifier Of Timir Kumar Basu, Atri Bose, Sujay Majumdar	20/07/2023	20/07/2023	20/07/2023

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Timir Kumar Basu	JAY MATA DI ENTERPRISE-8.25 Dec
2	Atri Bose	JAY MATA DI ENTERPRISE-8.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Timir Kumar Basu	JAY MATA DI ENTERPRISE-250.00000000 Sq Ft
2	Atri Bose	JAY MATA DI ENTERPRISE-250.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Naba Pally, Mouza: Sultanpur, , Ward No: 3, Holding No:52 Jl No: 0, Pin Code : 700079

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2331, LR Khatian No:- 500		Seller is not the recorded Owner as per Applicant.

Major Information of the Deed

No :	I-1506-07827/2023	Date of Registration	20/07/2023
y No / Year	1506-2001838848/2023	Office where deed is registered	
ary Date	19/07/2023 1:22:49 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Mithun Das Thana : Airport, District : North 24-Parganas, WEST BENGAL, PIN - 700051, Mobile No. : 7278154140, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,09,35,005/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Naba Pally, Mouza: Sultanpur, , Ward No: 3, Holding No:52 JI No: 0, Pin Code : 700079

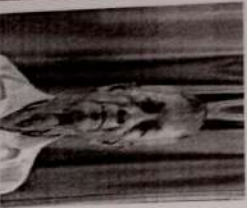
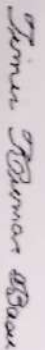
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2331 (RS :-)	LR-500	Bastu	Bastu	10 Katha	1/-	1,08,00,005/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					16.5Dec	1 /-	108,00,005 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	1 /-	1,35,000 /-	

d Details :

ame,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Timir Kumar Basu Son of Late Nirmal Kumar Basu Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office			
20/07/2023	20/07/2023	LTI	20/07/2023
52 Naba Pally, City:- , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700079 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: aexxxxxx3d,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office			
Name	Photo	Finger Print	Signature
Atri Bose Son of Timir Kumar Basu Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office			
20/07/2023	20/07/2023	LTI	20/07/2023
52 Naba Pally, City:- , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: auxxxxxx6r,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 20/07/2023 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JAY MATA DI ENTERPRISE 8/243 Arabinda Sarani Dum Dum, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.:: ANxxxxxx1D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

-2023

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

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

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

resented for registration at 11:08 hrs on 20-07-2023, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Sujay Majumdar ,,

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 1,09,35,005/-

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

Execution is admitted on 20/07/2023 by 1. Timir Kumar Basu, Son of Late Nirmal Kumar Basu, 52 Naba Pally, P.O: Italgacha, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Retired Person, 2. Atri Bose, Son of Timir Kumar Basu, 52 Naba Pally, P.O: Italgacha, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business Identified by Mithun Das, , Son of Late G Das, Nilachal Birati, P.O: Birati, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Others

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

Execution is admitted on 20-07-2023 by Sujay Majumdar, Proprietor, JAY MATA DI ENTERPRISE (Sole Proprietorship), 8/243 Arabinda Sarani Dum Dum, City:-, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028
Indetified by Mithun Das, , Son of Late G Das, Nilachal Birati, P.O: Birati, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2023 11:21PM with Govt. Ref. No: 192023240135013498 on 19-07-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 2411761808923 on 19-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,020/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 17400, Amount: Rs.5,000.00/-, Date of Purchase: 19/07/2023, Vendor name: M Ghosh
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2023 11:21PM with Govt. Ref. No: 192023240135013498 on 19-07-2023, Amount Rs: 15,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 2411761808923 on 19-07-2023, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

of Registration under section 60 and Rule 69.
ed in Book - I
Number 1506-2023, Page from 266000 to 266035
No 150607827 for the year 2023.



Kaustava Dey

Digitally signed by KAUSTAVA DEY
Date: 2023.08.24 15:32:16 +05:30
Reason: Digital Signing of Deed.

(Kaustava Dey) 2023/08/24 03:32:16 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)