

18420/23 VC-4279/23

I - 17637/23



পশ্চিমবঙ্গ পশ্চিম बंगाल WEST BENGAL

N 370298

09/11/2023
S.No-2-2044377/23

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

DEVELOPMENT AGREEMENT

District Sub-Register-III
Alipore, South 24-parganas

10-11-23

THIS DEVELOPMENT AGREEMENT is made this the 9th day of November 2023 (Two Thousand and Twenty Three)

BETWEEN

10081

03 NOV 2023



No.....Rs.500/- Date.....

Name : Mrs. Sujaya Som (Alias Sujaya Banerjee) & Anr

Address : 350, N.Y. Ghosal Road, Kasba, Kolkata-700049

Vender : Subhankar Das
Alipore Collectorate, 24th Fls (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kot-27

Sujaya Som



15267

Sujaya Som



15268

Sujata Banerjee



15269

Upasana Dutta



15273



Shri K. Bhatnagar
s/o Late J. C. Bhatnagar,
Service,
3/103, Sucheta Nagar, PO-
Hattu, Kol-78

1) SMT. SUJAYA SOM @ SMT. SUJAYA SOM (NEE BANERJEE) PAN : AXAPB0461B, Aadhaar No. 9003 9572 5269, daughter of Late Sunil Bikash Banerjee, wife of Sri Kaustav Som, by faith: Hindu, by occupation: Service, by nationality : Indian residing at 35U, N.K. Ghoshal Road, Post Office & Police Station : Kasba, Kolkata : 700042, District : 24-Parganas(South) and 2) SMT. SUTAPA BANERJEE PAN : AZGPB0746H, Aadhaar No. 8384 8063 4885, daughter of Late Sunil Bikash Banerjee, by faith: Hindu, by occupation: Service, by nationality : Indian, residing at 7, Temple Lane, Post Office : Dhakuria, Police Station : Kasba, Kolkata : 700031, hereinafter jointly called and referred to as the OWNERS/FIRST PARTIES (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

SMT. UPASANA DUTTA, PAN: ENSPD5817F, Aadhaar No. 8989 7662 0749, wife of Sri Biswajit Nath, daughter of Sri Manna Dutta, by Nationality : Indian, by faith : Hindu, by occupation : Business, residing at 43, Ashutosh Colony, Post Office : Haltu, Police Station : formerly Kasba now Garfa, Kolkata : 700078 herein after referred to as the "DEVELOPER/PARTY OF THE SECOND PART" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives and assigns of the SECOND PART.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

WHEREAS one Smt. Rekha Banerjee wife of Sunil Bikash Banerjee purchased ALL THAT Piece and parcel of land measuring about 03(Three) Cottahs 06(Six) Chittaks be the same a little more or less together with structure standing thereon being Premises No. 7, Temple Lane, Police Station : Kasba, Kolkata : 700031 from the then owners one Smt. Champak Lata Dutta wife of Late Bhuban Behari Dutta and four others of 62, Ram Dulal Sarkar Street, Police Station : Jorasanko, Kolkata : 700006 through one Deed of Conveyance executed by the aforesaid owners on 12th day of August 1981 which was registered before District Registered Alipore, District : 24-Parganas and recorded in its Book No. I, Deed No. 9552 for the year 1981.

AND WHEREAS since then the said owner Smt. Rekha Banerjee wife of Sunil Bikash Banerjee while thus seized and possessed of the said property got her name mutated in the records of The Kolkata Municipal Corporation in respect of the aforesaid property as being Municipal Premises No. 7, Temple Lane, Police Station : Kasba, Kolkata : 700031 and was paying taxes regularly under Assessee No. 21-091-17-0013-0.

AND WHEREAS thereafter the said owner Smt. Rekha Banerjee wife of Sunil Bikash Banerjee while thus exercising all her right of ownership and possession over the said property died intestate on 02/12/2020. That Smt. Rekha Banerjee wife of Sunil Bikash Banerjee died intestate by leaving behind herself surviving two daughters (a) **SMT. SUJAYA SOM @ SMT. SUJAYA SOM (NEE BANERJEE)** daughter of Late Sunil Bikash Banerjee, wife of Sri Kaustav Som, by faith: Hindu and b) **SMT. SUTAPA**



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

BANERJEE daughter of Late Sunil Bikash Banerjee as her sole and absolute legal heiress, successor and representative under the Hindu Law of succession. That her husband Sunil Bikash Banerjee predeceased her on 04.09.2001.

AND WHEREAS after the demise of said Late. Rekha Banerjee the property left by her thus devolved upon her aforementioned legal heirs who jointly inherited and became the joint and absolute owners of the said property being known as Municipal Premises No. 7, Temple Lane, Police Station : Kasba, Kolkata : 700031, left by Smt. Rekha Banerjee since deceased. That the said (A) *Smt. Sujaya Som @ Smt. Sujaya Som (Nee Banerjee)* and B) *Smt. Sutapa Banerjee* mutated their names in the record of the Kolkata Municipal Corporation in respect of the abovementioned property vide Assessee No.210911700130.

AND WHEREAS the Parties of the First Part are the joint Owners of ALL THAT landed Property measuring about 03(Three) Cottahs 06(Six) Chittaks be the same a little more or less together with structure standing thereon being Premises No. 7, Temple Lane, Police Station : Kasba, within The Kolkata Municipal Corporation Ward No. 91, Borough : X, Kolkata : 700031, District : 24- Parganas (South).

AND WHEREAS the Parties of First Part desire of developing the said property by constructing thereupon a New Building/s in accordance with the sanctioned Building Plan to be approved by the K.M.C. Due to lack of fund and as well as experience and other various reasons the owners are unable to start the construction of the same and



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

had been in search of a Promoter and/or Developer who can undertake the responsibility of construction of such New Building on the said property at its own arrangements and expenses of the Developer.

AND WHEREAS the Owners having thus been approached by the Developer, have agreed to allow the Developer to develop the said landed Property being of **ALL THAT** landed Property measuring about 03(Three) Cottahs 06(Six) Chittaks be the same a little more or less together with structure standing thereon being Premises No. 7, Temple Lane, Police Station : Kasba, within The Kolkata Municipal Corporation Ward No. 91, Borough : X, Kolkata : 700031, District Sub Registry Office at Alipore presently A.D.S.R.O. Sealdha, District : 24- Parganas (South).

AND WHEREAS having come to know the intention of the Parties of First Part herein, the Developer contacted the Parties of First Part and requested the Parties of First Part to allow to develop the said property as desired by the Parties of First Part by constructing of the proposed new building in flat system thereon in accordance with the sanctioned Building Plan to be approved by the K.M.C at her own initiative and expenses.

AND WHEREAS the present owner has desired and decided to develop the said Property by constructing thereupon a New Building/s in accordance with the sanctioned Building Plan to be approved by the K.M.C. That Due to lack of fund and as well as experience and other various reasons the owner was and being unable to start the construction of the same and had been in search of a Promoter and/or Developer who



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

can undertake the responsibility of construction of such New Building on the said property at its own arrangements and expenses of the Developer's costs as per specification annexed therewith and herewith.

AND WHEREAS the Developer herein is a well-known Developer, thus the Owners having been approached by the Developer, the rest of the owners have jointly selected and agreed to allow the present Developer to develop landed property **ALL THAT** landed Property measuring about 03(Three) Cottahs 06(Six) Chittaks be the same a little more or less together with structure standing thereon being Premises No. 7, Temple Lane, Police Station : Kasba, within The Kolkata Municipal Corporation Ward No. 91, Borough : X, Kolkata : 700031, District Sub Registry Office at Alipore presently A.D.S.R.O. Sealdha, District : 24- Parganas (South), on the terms and conditions hereinafter contained.

AND WHEREAS having come to know the intention of the abovementioned owners the present Developer contacted the Owners/First Part and requested the Owners/First Part to allow to develop the said property as desired by the Owners by constructing of the proposed new building in flat system thereon in accordance with the sanctioned Building Plan to be approved by the K.M.C at their own initiative and expenses.

AND WHEREAS there was a memorandum of understanding on the basis of verbal discussion by and between the abovementioned Owners and the Developer to enter into Agreement for constructing multi storied building.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS ALIPORE
09 NOV 2023

AND WHEREAS both the parties have mutually decided to enter into this present Development Agreement on the settled terms and conditions for such development work.

NOW THIS INDENTURE WITNESSETH as follows :

In this presents unless it is repugnant to the subject or context:

1. ***OWNER /FIRST PART:***

Shall mean,

1) SMT. SUJAYA SOM @ SMT. SUJAYA SOM (NEE BANERJEE) PAN : AXAPB0461B, Aadhaar No. 9003 9572 5269, daughter of Late Sunil Bikash Banerjee, wife of Sri Kaustav Som, residing at 35U, N.K. Ghoshal Road, Post Office & Police Station : Kasba, Kolkata : 700042, District : 24-Parganas(South) and 2) SMT. SUTAPA BANERJEE PAN : AZGPB0746H, Aadhaar No. 8384 8063 4885, daughter of Late Sunil Bikash Banerjee, residing at 7, Temple Lane, Post Office : Dhakuria, Police Station : Kasba, Kolkata : 700031, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns)

2. ***DEVELOPER :***

Shall mean SMT. UPASANA DUTTA, PAN: ENSPD5817F, Aadhaar No. 8989 7662 0749, wife of Sri Biswajit Nath, daughter of Sri Manna Dutta, residing at 43,



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

Ashutosh Colony, Post Office: Haltu, Police Station : formerly Kasba now Garfa, Kolkata : 700078 (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives and assigns of the SECOND PART.

3. ***PREMISES :***

Shall mean the Premises morefully described in ***FIRST SCHEDULE*** hereunder, i.e ***ALL THAT*** landed Property measuring about 03(Three) Cottahs 06(Six) Chittaks be the same a little more or less together with structure standing thereon being Premises No. 7, Temple Lane, Police Station : Kasba, within The Kolkata Municipal Corporation Ward No. 91, Borough : X, Kolkata : 700031, District : 24-Parganas (South).

4. ***BUILDING :***

Shall mean the one Straight Three Storied building to be constructed as per sanction plan and/or as per modified plan to be sanctioned by the Kolkata Municipal Corporation in the ***FIRST SCHEDULE*** property as per terms of these agreement.

5. ***COMMON AREA:***

Shall mean and include passages, ways, stairways, gates, common lavatory, all rain water pipes, sewerage lines, fittings, fixtures, manholes, pit, gullies, ultimate roof, Kolkata Municipal Corporation filter water connection and pipe lines, water pump and overhead tank and underground water reservoir, boundary walls, courtyard,



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

C.E.S.C, electric connection, electric supply line to common areas, main switch, electric meter room, interior walls and other facilities which will be provided by the Developer time to time. The common area is impartible.

6. ***OWNER'S ALLOCATION :***

Shall mean the allocation as morefully described in the *Second Schedule* hereunder at the said plot together with the proportionate share of right, title and interest in the common facilities and amenities including the right to use therein upon construction of the building.

7. ***DEVELOPER'S ALLOCATION :***

Shall mean remaining portion of the constructed area of the building proposed to be constructed at the said plot together with the proportionate share of right, title and interest in the common facilities and amenities including the Right to use therein upon construction of the building together with the absolute right on the part of the Developer to enter into an Agreement for sale, transfer, lease rent or in any way to deal with the same as absolute owners thereof excluding the allocation of the Owners, as described in the *Third Schedule* hereunder written the Developer's Allocation herein.

8. ***ARCHITECT :***

Shall mean such person or persons who shall be duly appointed by the Developer for designing and planning of the building and also supervision during continuance of the construction, if decided by the Developer.



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

9. **SALEABLE SPACE :**

Shall mean flat or flats, apartment or apartments or any other space or spaces or portion thereof and for exclusive use of the flat owners ONLY in the building available for independent use and occupation excepting what is due to the Owners and after making due provisions for common facilities and the space required therefore.

10. **BUILDING PLAN :**

Shall mean the plan/s to be sanctioned by the K.M.C with such alterations or modifications as may be made by the Developer in consultation with the Architect including any further sanction if so applied by the developer.

1. **Singular :** Shall include the plural and vice versa;

2. **Masculine :** Gender shall include the feminine and neuter gender and vice versa;

11. **TRANSFER :**

With its grammatical variations shall include transfer of possession and by any other means adopted for effecting that is understood as transfer of undivided and



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

impartible share of land to Purchaser/s thereof although the same may not amount to transfer in law.

12. TRANSFEREE :

Shall mean a person/s, firm, limited company, association of persons to whom any share of undivided land underneath the building to be built shall be transfer along with finished flat.

13. SUPER BUILT-UP AREA of a unit

shall mean the built-up area of the unit together with its proportionate share of the staircase, landings, passages, and like share in all constructed areas and each such unit shall be entitled to full advantages and right of user.

14. AGREEMENT

shall mean this agreement duly executed between the Owner and the Developer upon the terms on which development of the existing property and the construction will be made.

15. SPECIFICATION

shall mean the specification of the materials to be used in the said building (details whereof will appear from the Specification hereunder written).

16. POSSESSION OF LAND

shall mean actual possession of the land with clear and marketable title.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

17. SALEABLE AREA

shall mean space in the building available for independent use and occupation and shall include proportionate share of common areas for lawful enjoyment of the same by the Owner and the Developer respectively.

ARTICLE – II : COMMENCEMENT

This Agreement shall be treated to be commenced on and from the date of execution of these presents.

ARTICLE – III : OWNER'S RIGHTS & REPRESENTATIONS

1. The Owners are the joint and absolute owners and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT in the said premises fully described in FIRST SCHEDULE hereunder written.
2. None other than the Owners have any claim, right, title and interest and/or demand over and in respect of the said premises, morefully described in the FIRST SCHEDULE and the said premises is free from all encumbrances, attachments, charges, liens, trust or by any otherwise as per provisions of law, moreover, till this day, the Owner has not entered into any agreement for sale or Joint Venture Agreement in respect of the said premises.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

3. If any time defect in the title be found or if anybody disputes the title of the Owners in respect of the said premises or any suit or action or proceedings shall be initiated regarding the title of the Owners in respect of the said premises then and in that event, it shall be the responsibility of the Owners to defend such suits, actions, proceedings at their own cost and the Owners hereby further agree to keep the Developer indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

4. The Owners have no right to raise any objection or taking any steps at any point of time during lawful construction of the proposed building as well as the owners will not claim any part or portion of the building except the portion mentioned in the Owners' Allocation.

5. There is no legal bar or otherwise for the Owners to obtain for the Certificate under Section 230A of the Income Tax Act, 1961 and other consent and permissions that may be required. It is specifically declared here that the Owners shall have no Income-Tax liabilities in respect of Developer's Allocation.

ARTICLE – IV : DEVELOPER'S RIGHTS

The Owners hereby grant right to the Developer to construct, erect and build after demolition of the existing structures, if any and the materials debris, which shall



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

ARTICLE – V : CONSTRUCTION

1. In consideration of the Owners having agreed to permit the Developer to commercially exploit the said premises by construction, creation and building i.e. the building in accordance with the sanctioned plan and/or as per any modification therein as may be required by the Developer, the Developer has agreed to allocate the Owners' Allocation space.

2. The said Owners' Allocation will be constructed and completed with good and standards materials and the said building will be decent building and shall contain all amenities which are normally provided for a decent building for residential purpose.

ARTICLE – VI : PROCEDURE

1. The Owners will grant to the Developer and/or their nominated person or persons a Power of Attorney as may be required for the purpose of obtaining all necessary permissions, approvals from the different authorities, to file as well as submit required applications under rule 25, 26, application/s under sections 400(1) & 401,416 of K.M.C. Building Rules 2009 & K.M.C. Act 1980 and other applications required under K.M.C. building rule in connection with the construction of the said multi-storied building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the undivided share of land for the flat and/or any other space in the said premises from the Developers' Allocation to its nominated person/s at the rate to be fixed by the Developer.



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

2. The Developer shall sell and transfer the flat/s, Space/s etc. along with undivided proportionate share of land underneath the building comprising in the portion of the Developer's Allocation at their absolute choice and discretion.
3. That the Developer will spend all the money for all necessary permissions for the said construction. The Developer shall undertake constructional work in the said premises. The Owners' under no circumstances shall be liable for reimbursement of any amount and on any account whatsoever.
4. That the Developer shall execute the Deed of Sale as Constituted Attorney of the present Owners for the Developers' Allocation without the Owners' consent.
5. That the Developer will spend all the money for all necessary permission for the said construction, The Developer shall undertake the construction work on the said premises.
6. The Developer shall undertake the construction by standard materials to the satisfaction of the Owners in respect of the materials to be used in the construction or method of construction. However, the owners shall not do anything by which the Developer may be restrained from doing / completing the construction work of the said building in the said premises.
7. All men and materials and machineries will be supplied by the Developer at their own costs and expenses.



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

8. All the electrical goods, sewerages goods, water pipe lines, bricks, irons, windows, doors, stone chips and all other materials relating to the construction will be supplied by the Developer at their own costs and the Owners shall not raise any objection for the same. All costs will be borne by the Developer regarding construction.

9. That the supervision of the construction of the building will be undertaken by the Developer and Owners cannot raise any objection for the same. All negotiations for the necessary permissions for the construction of the said building and also for electric connection, water connection, sewerage system will be done by the Developer at the Developer's cost as Constituted Attorney of the Owners and the Owners shall not raise any objection for the same.

10. That the Developer shall negotiate the terms and conditions with the intending Purchasers/s for the flats and/or any other saleable space of the Developer's Allocation and shall receive entire consideration money from the intending Purchaser/s of the said flats and/or any other saleable space and shall discharge the money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchaser/s for the Developer's Allocation in the said premises. In that event the owners shall not be liable for any fault acted by the Developer and the Developer exclusively shall be liable for the same.

ARTICLE – VII : POSSESSION & CONSTRUCTION

1. It has been agreed by and between the Owners and the Developer that the construction, erection and completion of the said building shall be completed within



DISTRICT SUB REGISTRAR-III
SOUTH 28 PARGANAS, ALIPORE
09 NOV 2023

18(eighteen) months from the date of obtaining sanction plan as well as from the date of peaceful vacant khas possession of First Schedule Property by the Owners to the Developer herein. Be it mentioned that the Owners will deliver the aforesaid possession of the First Schedule property within Two weeks to One month period from the date of intimation given by the Developer. Be it mentioned here that if the Developer fails to complete the said proposed building within the said stipulated period of 18 (Eighteen) months, then in that event the Owners will allow another 6 (six) months more time after review of the progress within the schedule time to complete the said proposed building. It is, therefore, mentioned that the Owners will hand over the peaceful vacant possession of the **FIRST SCHEDULE** property to the Developer herein within a period of 15 days from the date of receiving of written intimation given by the Developer to vacate the **FIRST SCHEDULE** property. The Developer shall arrange for owners separate alternative accommodations for the satisfying the needs of the Owners prior handing over the possession of **SCHEDULE** property in the same locality and the Developer shall bear the rent for such alternative accommodation for the said Owners since the date of delivery of possession of **SCHEDULE** property until the Owners are intimated to take possession of their allocated portions in the newly constructed building/flat.

2. That the Developer shall on completion of the new building, put the Owners in possession of the Owners' Allocation in complete and habitable condition together with all rights in common specified as common areas and parts and / or facilities in the said building.



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

3. That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer shall have exclusive right to transfer the Developer's Allocated portion to the nominated person of the Developer. The Developer shall have to put the Owners into the allocation

4. It is expressly agreed and declared that the Developer shall be entitled to receive the Developer's Allocation in the said building without any formal Deed of Transfer immediately after possession is made over to the Owners of the Owners' Allocations constructed by the Developer. The construction of the Owners' Allocation shall be done by the Developer for and on behalf of the Owners and the Developer will not claim any amount for the construction of the Owners' Allocation. The same will be treated as exchange of property of the Owners handed Developer's Allocation.

5. The Developer shall be entitled to sell the Developer's Allocation as hereinbefore mentioned and shall be entitled to deal with or dispose of the Developer's Allocation in any further authority or permission on the part of the Owners and without being required to obtain any such further authority or permission from the Owners after giving delivery of possession of Owners' Allocation. That the Developer may use or sell, after any modification, construction, erection in any manner they want and require, In that event the present Owners cannot raise any objection in future.

6. The Owners shall cooperate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks and other building



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

materials for construction of the said new building and for obtaining quotas, entitlement and other allocation and for obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and if possible separate drainage, sewerage and gas etc. for the said building.

7. All cost, charge and expenses including Architect's fees shall be paid discharged and borne by the Developer and the Owners shall have no liability in this context.

ARTICLE – VIII : BUILDING

The Developer shall be authorized in the name of Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of the new building and other inputs and facilities required for the construction or enjoyments of a portion of the building for which purpose the Owners shall execute in favour of the Developer a Power of Attorney and other authorization as shall be required by the Developer in terms of this agreement.

2. The Developer shall at her own costs and expenses and without creating any other financial liabilities on the Owners' construct the said building and various units / flats and/or apartments thereto or modification shall be made in the Owners' Allocation with the consent of the Owners in writing.

ARTICLE – IX : DEVELOPER'S ALLOCATION



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

1. That the Developer's Allocation shall be the remaining portion other than shown in **THIRD SCHEDULE** including proportionate share in the land and also in common parts including the undivided share in common facilities and pertinent thereto and also common staircase including the rights of ultimate roof proportionately with the Owners. The said property will be constructed in the Schedule premises, morefully described in the **FIRST SCHEDULE** hereunder.

2. That the Developer shall exclusively be entitled to the Developer's Allocation of the said building i.e. any portion except the portion of Owners' Allocation and to the right of transfer, alienates or otherwise deal with or dispose of the said allocated portion without any rights, claims or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the khas possession and peaceful possession of the Developer's Allocation, morefully described in the **THIRD SCHEDULE** hereunder. The Developer's Allocated portion of her nominated person as Constituted Attorney of the Owners and shall receive the entire consideration money to be fixed up by the Developer for the said portion with the intending Purchaser/s and the Owners shall not claim any money or money's worth for the said transaction or for sale of the Developer's allocation to any nominated Purchaser/s and the Owners will not have any claim in respect of any part or portion of the building to be constructed on the **FIRST SCHEDULE** property except the Owners' Allocation mentioned herein the **SECOND SCHEDULE** below.

3. That the Developer shall execute the Deed of Conveyance in favour of the Developer's nominated person or persons, company or companies or whomsoever as a



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

Constituted Attorney of the Owners and all other facilities which are eligible to the Developer's Allocation at the cost of the intending Purchaser/s, the Developer as Constituted Attorney of the Owners shall execute all such deeds which are necessary for transfer of the Developer's Allocation. The Owners shall not raise any objection for the same and the Owners shall have no preemptive right for the same to the provisions written hereinabove.

ARTICLE - X : NOTICE OF POSSESSION & PAYMENT OF TAXES

1. After completion of the Owners' Allocation as per the plan, the Developer shall issue a letter to the Owners at their respective address before delivery of possession. On receipt of the above said letter, the Owners shall take possession of the Owners' Allocation being free from all encumbrances and the Developer, as Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer's Allocation to respective intending Purchaser/s duly nominated by the Developer.
2. The Developer shall be liable to pay the taxes from the date of taking possession of the ***FIRST SCHEDULE*** property till completion of the building and after taking possession and fulfillment of ***SECOND SCHEDULE*** property, the Owners shall pay proportionate share of taxes for allotted portion and the intending Purchaser/s shall be liable to pay allocated portion's taxes on proportionate basis from the date of possession of the said allocated portion.

ARTICLE - XI : DUTIES & OBLIGATIONS AND/OR REGISTRATION



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

1. Both the Owners and the Developer shall abide by all laws, bye-laws, rules and regulations imposed by the Government, local bodies as the case may be and shall attend answer and be responsible for any deviation and/or breach of any one of the said laws, bye-laws and rules and regulations.

2. The Owners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer, drains, pipes and other fittings comprised therein.

ARTICLE - XII : OWNERS' INDEMNITY

The Owners hereby jointly and severally agree that the Developer shall be entitled to the said construction including the Developer's Allocation and shall enjoy the said allocation without any interference and/or disturbances provided that the Developer perform and fulfill all the terms and conditions herein contained and on their part are to be observed and performed.

ARTICLE – XIII : DEVELOPER'S INDEMNITY

1. The Developer hereby agrees to keep the Owners indemnified against all Third Party claims and action arising out of any act or admission of the Developer in or relation to the demolition of the said building / structure.

2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims may arise out of the constructions of the said building, Developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

ARTICLE - XIV : MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and may be required to be done by the Developer and may in need of the Owners and various application and other documents may be required to be signed or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and the Owners shall execute any such additional Power of Attorney and/or authorization may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents same may be provided that all such acts, deeds, matters and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.

2. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner's if delivered by hand and duly acknowledged or sent by prepaid registered post with A/d. and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the Developer at the recorded address.

3. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts therein. Save and except the part and portion of the ground floor specifically allotted for the Owners, space for common passage



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

4. The Developer will retain all the debris, fittings, and fixtures after demolition of the existing structures and may sell, alienate and dispose off these articles in whatsoever manner she want. That the Owners will not object to do so and will not claim any money for the same after entering into this Development Agreement.

5. The Owners shall deliver or handover all original documents including the copy of the Deed of the property, municipal taxes, etc. relating to the said property which are in possession and control of owners at the time of execution of these presents to the Developer.

6. The name of the building will be decided by the Developer.

7. That the developer will be entitled to erect, fix and publish board, banners, advertisement materials in/or around the premises, in any daily news paper and/or in any mean for selling Developer's Allocation.

8. That the Developer will provide the CESC electric meter and expenses to the owner/s who is/are using the electric connection at present, rest will procure the electric meter at their own cost and expenses.

ARTICLE – XV : FORCE MAJEURE COURSES

The Owners and the Developer shall not be considered to be for any obligation hereunder to the extent that the performance of the relative obligations presented by the existence of force majeure and shall be suspended from the obtaining during duration of the force majeure.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

ARTICLE – XVI : ARBITRATION

In case of any dispute and differences or question arisen between the parties hereto with regard to this agreement and any interruption of any terms and conditions of this agreement the same shall be referred to Arbitration under the provision of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and enactment as made up-to-date, if the disputes are not solved mutually.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement /final documents for transfer of property as per provision laid down in the said documents as a Developer without getting any ownership or any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the agreement/final document for transfer of property between the Owner and the Developer, in any way. This clause shall have overriding effect to anything written in the document in contrary to this clause.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Entire Property)

ALL THAT landed Property measuring about 03(Three) Cottahs 06(Six) Chittaks be the same a little more or less together with one roof shed structure measuring about 500 Square feet be the same a little more or less and one tile shed structure measuring about 700 square feet be the same a little more or less standing thereon being



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

Premises No. 7, Temple Lane, Police Station : Kasba, Post Office : Dhakuria, within The Kolkata Municipal Corporation Ward No. 91, Borough : X, Kolkata : 700031, District Sub Registry Office at Alipore presently A.D.S.R.O. Sealdha, District -24 Parganas (S). That the said property is butted and bounded as follows:-

- ON THE NORTH :** By Premises No. 6A, Temple Lane
& Temple Lane leading to Banerjee Para Lane ;
- ON THE SOUTH :** By Temple Lane & thereafter Premises No. 13
& 14 Temple Lane;
- ON THE EAST :** By Paresh Nath Balika Vidyapith ;
- ON THE WEST :** By Premises No. 8 Temple Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(OWNER'S ALLOCATION)

- a) That the Owners/First Part shall get and/or will be entitled to get 50% share of the sanctioned F.A.R, in each floor of the proposed Straight Three storied building along with all other common facilities and **TOGETHERWITH** undivided proportionate share of land **TOGETHER FURTHER WITH** undivided proportionate share in the common areas with fittings, fixtures, appliances, electrical fittings, sanitary fittings etc. utilizing the maximum area available for construction as per sanction building plan in the proposed building to be constructed in the **FIRST SCHEDULE**



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

premises along with all proportionate share in the land underneath the building attributed for the said flat/s..

- b) That the Owners/First Part will jointly get Rs.10,000/-(Rupees Ten Thousand) only as part of their allocation as per terms of the present Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(DEVELOPER'S ALLOCATION)

That the Developer shall get and/or will be entitled to get the rest of portion of flat/s and other salable areas in the proposed Straight Three storied building along with all other common facilities and **TOGETHERWITH** undivided proportionate share of land **TOGETHER FURTHER WITH** undivided proportionate share in the common areas with fittings, fixtures, appliances, electrical fittings, sanitary fittings etc. utilizing the maximum area available for construction as per sanctioned building plan in the proposed building to be constructed in the **FIRST SCHEDULE** premises along with all proportionate share in the land underneath the building attributed for the said flat/s and other salable areas and all proportionate right in common area and facilities available in the said premises. That the owners shall not claim any part of the Developer's Allocation.

The Owners shall not claim any part of the Developer's Allocation i.e. the remaining portion of the building and other spaces.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(COMMON RIGHTS AND FACILITIES)

1. Electrical wiring and fittings and fixtures for lighting the common passages, entrance of the **FIRST SCHEDULE** premises.
2. The staircase leading from the Ground Floor to the roof of the building.
3. The light points in the entrance of the building staircase, landings from the Ground Floor to the roof.
4. The overhead water reservoir and the underground water reservoir of the flats.
5. The main water connection pipe, which comes from the reservoir to the flats.
6. The rain water pipes, drains, sewerages, septic tank, boundary walls and all sides' passages in between and the boundary wall.
7. Electric meter room, main electric meter, pumps and switches fixed in the common areas.
8. Roof of the top floor of the building for fixing up T.V. Antenna, repairing of overhead tank, drying clothes and any social function subject to the consent of the other flat owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. The expenses of maintaining, repairing, decoration etc. of the main structures and in particular exterior of the building, ultimate roof of the building and rain water pipes, water pipes and electrical wires as under or upon the building as enjoyed or used
by the intending Purchasers of the flat, spaces and all other saleable spaces of the premises and the main entrances, passages, landings, staircase of the building as shall



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

be enjoyed by the intending Purchaser/s and the Owners in common and the boundary wall of the building.

3. The cost of cleaning and lighting of the passage, landings, staircase and other portion of the building as shall be enjoyed by the Purchaser of the Developer's Allocation and the Owners.

4. The cost of salaries of durwans, if any, sweepers, pump men, electricians caretaker and other employees, if any for the above said building.

SPECIFICATION

Building : R.C.C structure frame as per specification of sanction plan and guidance of empanelled structural Engineer of K. M. C.

R.C.C. Work: Reinforcement for column beam slab etc. as per drawing, concrete with stone chip medium course of sand and cement ISI mark. Wall (a) Outside wall (1:5) 200 mm (8"), inside wall 125 mm (5") and 75 mm (3"), (1:4) cement plaster inside-outside wall, ceiling (1:5 & 1:4) (b) Inside wall + Ceiling putty finish.

Flooring : Marble slab flooring including stair with veins.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

- Toilet : (a) Wall Tiles 6'-5" height brand name (Kajaria) size 18" X 12",
(b) One shower with 2 in 1 wall mixture all are Brand name Essco and one Geyser point and one basin. All bathrooms, sanitary with Brand name Hindware and PVC Door.
- W. C. : (a) Wall Tiles 6'-5" height brand name (Kajaria) size 8"X12".
(b) One white commode and commode shower (Brand name Hindware)
- Kitchen : Black granite counter 24", one Sink (20"X17"), Two taps with 4 feet height glazed tiles.
- Main door : C.P Wood and Gala Polish fittings fixing complete with lock (Godrej)
- Door : Flush Door with fittings fixing complete gala police finish. Toilet/W.C. Door-PVC single sheet with Lamination
- window : wooden Frame (4" X 2½") also gamma wood. Sarshi Palla with Glass (Smoke Colour) with M. S. Box Grill. Window paint with enamel oil paint.
- Electricals : Concealed wiring : (a) 5 (five) points in bedroom and dining + one 15 Amp plug point. (b) 4 (four) points in kitchen, plus one 15 Amp. (c) 1 (one) light point and one 15 amp plug point in Balcony (d) 3



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

(three) points in bathroom, plus one 15 Amp plug point (e) 2 (two) points in W.C. (All are Finolex wire and switch board modular).

Water : Semi underground water reservoir R.C.C. with 1HP B.E pump and Crompton motor, overhead R. C. C water tank for supply of corporation water, all plumbing lines with CPVC pipe and UPVC pipes for Geyser line.

N. B. : Extra fittings and better quality fittings, extra electrical points, fittings extra civil work will be provided at extra cost payable in advance.

- 1) European Hindware Commode, Besin, "Essco" tap fitting with standard glazed tiles (Naucera) Stair handle will be wooden finished. Collapsible gate provided in Main entrances of the building.
- 2) M. S. Box Grill properly painted.
- 3) Septic tank would be as per C. C. specification. All soil pipe would be 6" and 4" dia.
- 4) Plumbing line outer wall by CPVC and UPVC pipes.
- 5) Aqua-guard & Washing machine points.

N.B: Any extra work will be done on payment of extra cost well in advance intimation and payment



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
09 NOV 2023

IN WITNESS WHEREOF the PARTIES hereto have hereunto set and subscribed their respective hands and seals the day month year first above written

SIGNED SEALED & DELIVERED

By the **PARTIES** in the presence of :

WITNESSES :

1. *Shib Kumar Bhattacharya.*
5/0 Late J. C. Bhattacharya.
3/103, Sucheta Nagar,
PO - Haldi, Kol - 78.
2. *Sandip Sarkar*
1/0 Lali Binoy Sarkar
143, K.P. Roy Lane
Kolkata - 78

1. *Sujaya Som*
2. *Sulāpa Banerjee*

OWNERS

Upasana Dutta

DEVELOPER

Drafted & Prepared by me as per instruction and information given by the parties

K. Chakrabarty

Advocate

Alipur Judges' Court,
Kolkata: 700027.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS, ALIPORE
09 NOV 2023

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned Developer a sum of Rs.10,000/- (Rupees Ten Thousand) only being the within mentioned consideration as earnest money as per memo of consideration below:

By Cash on 09.11.2023

Rs. 10,000/-

(Rupees Ten Thousand) only

Total - Rs. 10,000/-

WITNESSES:-

1. Shil Kumar Bhattacharya
S/O Late J. C. Bhattacharya
3/103, Sucheta Nagar,
PO - Halty, Kol-78.

1. Sujaya Som

2. Sulapa Banerjee

2. Sandip Sankar
Tali
C/O Binoy Sankar
143, K. P. Roy Lane
Kolkata-78

OWNERS





DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ...SUJAYA SOM.....

Signature Sujaya Som



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ...SUTAPA BANERJEE.....

Signature Sutapa Banerjee



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ...Upasana Dutta.....

Signature Upasana Dutta



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ...Shib Kumar Bhatnagar.....

Signature Shib Kumar Bhatnagar



DISTRICT SUB REGISTRAR-III
SOUTH 26 PARGANAS, ALIPORE
09 NOV 2023

Major Information of the Deed

Deed No :	I-1603-17637/2023	Date of Registration	10/11/2023
Query No / Year	1603-2002744377/2023	Office where deed is registered	
Query Date	04/11/2023 1:33:14 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	KALYAN CHAKRABORTY Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8777486008, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,000/-]		
Stampduty Paid(SD)	Market Value Rs. 81,20,253/-		
Rs. 10,021/- (Article-48(g))	Registration Fee Paid Rs. 153/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Temple Lane, ,
Premises No: 7, , Ward No: 091 Pin Code : 700031

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu	3 Katha 6 Chatak		75,93,753/-	Property is on Road
Grand Total :				5.5688Dec	0/-	75,93,753 /-	

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.	0/-	3,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	700 Sq Ft.	0/-	1,89,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1200 sq ft	0/-	5,26,500 /-	

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 480990 to 481031
being No 160317637 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.11.21 11:32:58 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 21/11/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.