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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

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

17 MAY 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the
 17th day of May, 2023 (Two Thousand Twenty Three);

BETWEEN

SMT. KANA NANDI (PAN- ABQPN2087B, Aadhaar No. 8876 1881 2538) wife of Priyaranjan Nandi, by faith- Hindu, by nationality- Indian, by occupation- Housewife, residing at **"Nandi Bhavan"**, Sonarpur Station Road, P.O. - Sonarpur, P.S.- Sonarpur, Kolkata-700150, District -South 24 Parganas, hereinafter called and referred to as **"the LAND OWNER / FIRST PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

BIJOLI HEIGHTS, a Proprietorship Firm, having its office at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, District- South 24 Parganas, represented by its Proprietor **SRI SANTONU DAS (PAN- AIDPD9594R, Aadhaar No. 7516 3156 5274)**, son of Late Jagennath Das, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata-700150, District- South 24 Parganas, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, his heirs, its successor(s)-in-interest, and permitted assigns) of the **OTHER PART:**

WHEREAS one Praktan Chhatra Sangha, Narendrapur, 24 Parganas sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza:

Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal in favour of Sukumar Dutta, son of Late Durga Das Dutta by virtue of a Deed of Conveyance dated 06.07.1967 which was registered in the office of S.R. Sonarpur and recorded in Book No.I, Volume no. 19, pages from 103 to 106, being no. 1129 for the year 1967.

AND WHEREAS said Sukumar Dutta while seized and possessed his purchased land, died intestate leaving behind his three sons namely Ranen Dutta, Ranjit Dutta and Rathin Dutta and wife Parul Dutta, as his only legal heirs and successors, as per Hindu Succession Act, 1956.

AND WHEREAS said Ranen Dutta, Ranjit Dutta, Rathin Dutta and Parul Dutta jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Jitendra Chowdhury, son of Asutosh Chowdhury by virtue of Deed of Conveyance dated 20.09.1995 which was duly registered before A.D.S.R. Sonarpur and recorded in Book No.I,

Volume no. 81, pages 341 to 346, being no. 5294 for the year 1995.

AND WHEREAS said Jitendra Chowdhury sold, transferred and conveyed said land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Subhra Chowdhury, wife of Jitendra Chowdhury, by virtue of Deed of Conveyance dated 31.10.1997 which was duly registered before D.S.R. Alipore and recorded in Book No.I, being no. 3331 for the year 1998.

AND WHEREAS said Subhra Chowdhury by virtue of a Deed of Conveyance dated 02.12.1998 sold, transferred and conveyed land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Hari Ranjan Nandi, son of Late Mahendra Lal Nandi. The said Deed of Conveyance was duly registered before A.D.S.R. Sonarpur and recorded in Book No.I, Volume no. 12, pages from 65 to 73, being no. 707 for the year 1999.

AND WHEREAS said Hari Ranjan Nandi by virtue of a Deed of Conveyance dated 12.12.2001 sold, transferred and conveyed land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Kona Nandi, the owner/first part herein. The said Deed of Conveyance was duly registered before A.D.S.R. Sonarpur and recorded in Book No.I, Volume no. 151, pages from 123 to 130, being no. 8923 for the year 2001.

AND WHEREAS the owner herein mutated her name in the B.L. & L.R.O. being L.R. Khatian No. 1595, L.R. Dag no. 194 and in the office of Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08 under Rajpur Sonarpur Municipality.

AND WHEREAS by virtue of purchase the owner herein is the sole and absolute and in physical possession of **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, which is more particularly described in the **SCHEDULE "A"** of this Agreement and otherwise well and

sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

AND WHEREAS the First Party / **LAND OWNER** have represented that she is desirous of developing the land for construction of a G + IV building but at present due to various reason is unable to initiate the process of doing the same. The First Party stated inter alia that she is desirous of constructing the above said building for their own residential purpose but do not possess the financial means to do the same. They also represented that they are in requirement of financial assistance for their own personal need and as want to dispose off the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owner is now desirous that the said land be developed by constructing a residential Building thereon by the Developer in accordance with the Plan and to which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing:-

AND WHEREAS the **SECOND PARTY / DEVELOPER** is a reputed Developer of Ownership buildings / flat / apartment, etc. and is interested in developing the **LAND OWNER'S** land and constructing a G+IV storied residential building thereon with the objective to sell off the Developer allocation of the proposed building according to ratio after satisfying or giving

possession to the **LAND OWNER** according to her allocation in the proposed building.

AND WHEREAS acting on the basis of the above representation made by the both the parties, it has now been mutually agreed by and between the parties hereto that the Second Party / **DEVELOPER** shall at his own cost develop the said property more fully and particularly described in the Schedule- A hereunder written and hereinafter referred to as the SAID LAND on the terms and conditions and in the manner hereinafter provided.

In this Deed of Agreement wherever the context so admits, Singular includes Plural, Masculine includes Feminine and vice versa.

NOW THIS DEED OF AGREEMENT FOR DEVELOPMENT OF THE SAID LAND AND CONSTRUCTION OF RESIDENTIAL MULTISTORIED BUILDING THEREON WITNESSETH AND IT IS HEREBY AGREED TO, BY AND BETWEEN THE PARTIES AS FOLLOWS :

A. The **OWNER** : Shall mean the Owner above named and her heirs, executors, administrators, legal representatives and/or assigns.

- B. The **DEVELOPER** : Shall mean the Developer above named and its successors and/or assigns.
- C. The said **PROPERTY** : **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal.

ARTICLE : "I" DEFINITIONS

A. **LAND** :-

SAID LAND shall mean **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur

Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, more fully described in the **SCHEDULE "A"** hereunder written.

B. **BUILDING:-**

BUILDING shall mean and include the earthquake resistant multistoried RCC Building with necessary and associated structure / infrastructure as may be decided by the Developer but in accordance with the plan sanction by the Rajpur Sonarpur Municipality and other appropriate Authorities for construction of the Building at the cost of the DEVELOPER on the said LAND of the OWNER and shall include the flat, Car Parking space, commercial space and other spaces intended for the use of the occupants of the Building on such terms as may be agreed between the land owner and developer.

C. **OWNER AND DEVELOPER:-**

Shall include their respective Transferees/Nominees.

D. **COMMON FACILITIES:-**

Shall mean and include corridors, stairways, liftwell, lift, drains, water pumps, water storage, overhead tanks, gardens and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the Building and the

common facilities or any of them thereon as the case may be.

E. **CONSTRUCTED SPACE:-**

Shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned Plan.

F. **THE OWNER'S ALLOCATION:-**

ALL THAT 50% constructed area of the proposed G+IV storied building along with proportionate share of land with common areas and facilities sanctioned by the competent authority. And non refundable amount of Rs.5,001/- only to be paid by the developer to the land owners.

G. **THE DEVELOPER'S ALLOCATION:-**

Shall mean rest 50% of the total constructed area sanctioned by the competent authority save and except Owner's allocation in the proposed Building.

H. **BUILDING PLAN:-**

Shall mean Plans for the construction of the proposed Building, which will sanction by the Rajpur Sonarpur Municipality and shall include any amendment thereto and/or modification thereof.

I. **FLOOR AREA:-**

Shall mean the floor area ratio permissible and sanctioned for construction on the said premises according to the prevailing Building Rules of the Rajpur Sonarpur Municipality.

J. **PARKING SPACE:-**

Shall mean and include the open car parking space provided in the land or within the Building.

K. **CONSTRUCTED AREA:-**

Shall mean the space in the Building available, for independent use and occupation including the space demarcated for common facilities and services as per sanction Plan.

L. **SUPER BUILTUP AREA:-** Shall mean and include the plinth area of the unit i.e. 25% of the constructed area.

M. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers thereof and will include the meaning of the said terms and defined in the Income Tax Act, 1961.

N. **TRANSFeree:-**

Shall mean a person to whom any space in the Building will be or has been agreed to be transferred.

O. **ADVOCATE :**

Shall mean Advocate or Attorney shall mean Tapas Chowdhury, Advocate, Alipore Judges' Court, Kolkata-700027.

ARTICLE - "II"

[TITLE AND INDEMNITIES]

1. The OWNER hereby declare that he has good title in the said property consisting of land and structure by virtue of purchase and he has right and title to enter into this Agreement with the DEVELOPER, and the OWNER hereby undertake to indemnify and keep the DEVELOPER indemnified against any or all Third Party claim, actions or demands whatsoever concerning the OWNER'S title.

2. The OWNER hereby confirm that the DEVELOPER shall be entitled to construct and complete the Building (Residential/ Commercial) as per the approved and sanctioned plan on the said premises and retain and enjoy the DEVELOPER'S allocation therein without any interruption or interference from the OWNER or any person or persons lawfully claiming through or under the OWNER and the OWNER undertake to indemnify and keep the

DEVELOPER indemnified against all losses and damages, costs, charges and expenses incurred as a result of any breach of this confirmation.

3. The DEVELOPER undertakes to construct the Building in accordance with the approved Plan sanction by the Rajpur Sonarpur Municipality and undertakes to pay any damages, penalties and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.
4. The DEVELOPER shall have the right to appoint Architects, Engineers, Contractors for the construction of the building and hereby undertakes to indemnify and keep the OWNER indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of any act or omissions and commissions of the DEVELOPER and/or the Contractor or any accident or otherwise in or relating in the construction of the building.
5. The DEVELOPER hereby undertakes to construct and complete the Building in all respects diligently and expeditiously within 24 months from the sanction of building plan. However, if the Second Party is prevented in completing the project within the stipulated time of 24 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that

event the stipulated time may be extended for maximum period of six months on such further terms and conditions as may be mutually agreed upon between the First and Second Party. The time of completion of the proposed building is the essence contract.

6. The DEVELOPER hereby undertakes to construct the Building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Rajpur Sonarpur Municipality or other Body or Authorities concerned relating to any deviation for which it may be responsible.
7. The OWNER hereby also undertake that after taking possession from the DEVELOPER of their allocation doing any deviation in their portion for which the OWNER will be responsible for paying any damages, penalties to the Rajpur - Sonarpur Municipality or other body and authorities.

ARTICLE - "III"

[OWNER'S OBLIGATIONS]

The OWNER / FIRST PARTY covenants as follows:

1. The OWNER shall execute a Registered Development Power of Attorney in favour of Developer to facilitate the construction of the Building according to the sanctioned plan at the cost and risk of developer. DEVELOPER and sale of the Flats, Car Parking Space, commercial space in

Developer's allocation after fully satisfying the requirements of the OWNER.

2. That the First Party / OWNER shall deliver undisputed possession of the schedule land not amounting to transfer and free from encumbrances to the Second Party / DEVELOPER to develop the said land and measurement for preparation of site plan and shall demarcate the property boundary for construction of boundary wall and shall clear up to date all the taxes to the Rajpur - Sonarpur Municipality or the land revenue authorities before delivery of possession of the land.
3. That the First Party / OWNER delivered all Original papers / land documents to the Second Party/ DEVELOPER to enable him to verify the land documents and for obtaining necessary financial assistance from any financial institution at developer's own cost, risk and exclusive liability for construction of the Ownership building on the Said Land as and when necessary.
4. That the First Party / OWNER after agreeing in writing to the site development plan as proposed by the Second party / DEVELOPER will not interfere in the construction works of the Second Party / DEVELOPER nor make any comments / suggestion / advice / direction regarding alteration / addition of site plan approved by the competent authority. In case of any modification to the original plan, the SECOND Party/DEVELOPER will notify

and get agreement in writing prior to carrying out the changes.

5. That the First Party / OWNER after execution of this Deed of Agreement shall not in any way encumber the said land by way of mortgage, lease, sale, gift, let out or any other mode of transfer or dispose of the said property or any portion thereof.
6. That the First Party / OWNER shall keep found against all third party claims or compensations and any other untoward incidents directly attributable to any act of omission of the First Party / OWNER prior to handing over possession of the scheduled land and shall have to negotiate / compromise / rectify at his own cost.
7. The First Party / OWNER do hereby declare, represent and assure the Second Party / DEVELOPER as under-
 - (a) That prior to entering into this Agreement for development, they have not entered into any agreement for sale or lease or mortgage or otherwise in respect of the said property in favour of anyone else nor has accepted any earnest money or token money or any other amount from any other persons towards sale or lease mortgage or otherwise of the said property described in the Schedule - "A" written hereunder.

- (b) That the said property is not subject to any mortgage, lien, charge, suit attachment, either before or after judgement or judicial or quasi judicial proceeding.
 - (c) That the OWNER have not received any notice for acquisition or requisition or reservation of the said property or any part thereof prohibiting or restricting the development thereof from the competent authority.
 - (d) That the OWNER have complied with the provisions of the laws for the time being in force which are applicable to the said property, as also Rules and Regulations, Bye laws of the Rajpur - Sonarpur Municipality , Sonarpur, South 24 Parganas.
 - (e) That the Corporation Taxes and other outgoing in respect of the said property have been paid upto the date of signing this agreement and that nothing is outstanding and no proceedings are pending against the said property of any part thereof.
8. The Conveyance or any other deed of the undivided proportionate share of land/space together with flat/flats/garage comprised in the said premises as be appurtenant to the Developers' allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in purchasing or otherwise

acquiring undivided land or other space and flat/flats in the Developers' allocation in such portion and/or shares as the Developer may from time to time nominate and direct. There will not be any financial obligation on the owner due to this.

9. It is clarified that all amounts receivable under such agreements or other document of transfer for indivisible proportionate share of land comprised in the said premises and/or flats and/or space shall be for and to the account of the Developer and shall be received by the Developer exclusively of the developer's allocation only and the Owner shall have no objection therewith on the following: -

- (i) Construction of the building should be made by the Developer with his own cost and the developer may obtain any loan from any financial institution, Bank or from any other person against his allocation of the said project. The developer can involve any other person / persons as his partner through partnership deed for completion of the said project with prior written authorization from the owner. Development Power of Attorney shall be given only Bijoly Heights, Proprietor Santonu Das. The OWNER and Developer have no objection against any intending flat purchaser regarding Banking Loan or loan from any Financial Institution or personal loan from any person.

10. The Owner shall hold the Owner's allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchasers or other Occupiers of the flats of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the Owner's area at the same rate and in the same manner as the Purchasers of the flats of the Developers' allocation.
11. The Owner shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchaser relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building before, during or after construction of the said building according to the plan or plans. All materials, plants and machinery brought in upon the said property or workmen, laborer used, employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owner shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.
12. In case of demise of the Owner during the tenure of the construction and final transaction, his heirs shall in that case make such acts and things so that this agreement remains valid and fresh General Power of Attorney shall be executed by his heirs so long the final transaction is not

completed and in case of negligence or failure all the heirs of the Owner shall be liable to make good of the total loss and damages whatsoever the Developer may suffer in this regard.

13. All notices consents and approvals to be given on behalf of the Owner shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.
14. The responsibility of the management and maintenance of all the open space comprised in the said premises (i.e. excepting the land covered under the building and / or other structure on the said premises) shall be that of the Developer until the Society or Association or Syndicate be formed by the Owner / Occupier and / or Purchasers of the building and/or other structures on the said premises and the Owner and / or Purchasers including the Owner herein agreed to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time responsible for the same.
15. That at the time of handing over the possession of the Schedule "A" property, the land owner herein clear all taxes and outgoings and conversation of land, no objection certificate from A.P.C.S. along with all proceedings.

ARTICLE - "IV"**(DEVELOPER'S OBLIGATIONS)**

The Second Party / DEVELOPER covenants with the First Party / OWNER as follows:

1. That the Second Party / **DEVELOPER** shall develop and construct the said RCC residential building in terms of this Agreement and in accordance with the plans sanctioned and approved by competent authority / Rajpur - Sonarpur Municipality. The Approved Site Development Plan, sanctioned Building Plan, structural plan, Layout, No Objection Certificate, Sanction Letter from Rajpur - Sonarpur Municipality, etc shall form part and parcel of this Agreement.
2. That the Second Party / **DEVELOPER** shall indemnify and keep indemnified the First Party / OWNER from the effect and consequences of any breach or violation on its part in fulfilling obligations under any law or any other contract in connection with the Said Land and / or Building to be constructed on the Said land.
3. The Second Party/ DEVELOPER shall not handover possession of any flat of DEVELOPER'S allocation to anyone before delivery of possession of the First party's / OWNER'S share to the OWNER in full satisfaction within the stipulated period. The owner shall have right to inspect the procedure of construction of proposed building and his allocated portion in the proposed

building by himself or by his nominated person for which the developer must cooperate of every enquiry of the owner.

4. That the Second Party / DEVELOPER shall complete the construction of the multistoried building in all respects entirely at its cost, risk and responsibility within months from the starting of construction after getting sanction plan from Rajpur - Sonarpur Municipality. However, if the Second Party is prevented in completing the project within the stipulated time of 24 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of three months on such further terms and conditions as may be mutually agreed upon between the First and Second Party.
5. That at the request of the First Party / OWNER, the building will be named "**BIJOY HEIGHTS**" which may be prefixed or suffixed with any word as deemed fit by the Second Party / DEVELOPER but with consent of the OWNER.
6. That the Second party / DEVELOPER shall not do or cause to be done any works / acts or things which may cause disturbance / annoyance / enmity with the neighbors. In case of any disagreements, the

DEVELOPER shall resolve the issue bilaterally through mutual discussions with them without involvement financial or otherwise of the First Party / OWNER.

7. That the Second party / DEVELOPER shall develop the Said Land and construct the G+IV storied residential building entirely at his cost in accordance with the plan sanctioned by Rajpur Sonarpur Municipality.
8. That the entire responsibility for construction of the Ownership building, i.e. payment of construction permission from the Rajpur - Sonarpur Municipality, to prepare site plan and for making or selling of such flats and selection of parties, etc. shall be exclusively made by the Second party / DEVELOPER.
9. The Developer after completion of the Building shall obtain completion certificate in respect of the Building from the Rajpur - Sonarpur Municipality within the said stipulated period.
10. After obtaining Municipal completion certificate for completion of job, from Rajpur - Sonarpur Municipality the developer should handover the copy of said certificate to the owner unconditionally.
11. The Developer hereby agrees and covenants with the Owner not to deviate any of the provisions or rules applicable for construction of the said Building.

12. During the construction phase, all expenses including electricity charges, water charges, municipal taxes, etc will be borne by the DEVELOPER. The DEVELOPER shall also adequately insure the building at its cost against all possible risks till the OWNER'S allocation is registered in the names of the OWNER or its nominees at costs by the Developer.
13. That the land owner shall have no liability to pay any taxes and outgoings in respect of the developer's allocation.

ARTICLE: "V"
(DEVELOPER'S RIGHTS)

1. In consideration of the Developer having agreed to construct, effect and complete a new Building of first class construction as per agreed specification on the said LAND in accordance with the plan sanctioned by the Rajpur Sonarpur Municipality at its own costs and sole liability and responsibility and in further consideration of the Developer having agreed not to charge towards construction of Owner's allocation as provided hereinafter, the Owner have agreed to grant exclusive right to development of the said premises on the terms and conditions hereinbefore and hereinafter appearing.

2. The Developer acting on behalf of and as Attorney of the Owner shall at the exclusive cost of the Developer from time to time submit the Building Plan sanctioned by the Rajpur Sonarpur Municipality to any other Authority for clearance or approval of the plan or may or shall be required for the construction of the Building on the said premises. The Developer shall cause at its own costs and expenses and such changes to be made in the Building plan or otherwise as shall be required by any Authority or to comply with such clearance or approval as aforesaid expeditiously and without delay with Owner's consent.
3. All applications, Plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner but otherwise at the costs and expenses in all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited thereof or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.
4. The Developer during all phases of the project shall abide by all the laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer

and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.

5. Without prejudice to the obligations of the Developer to construct the allocations of the Owner, to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. (save and except for such shares therein as be appurtenant to the Owner's allocation) and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner i.e. Owner's allocation) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payment therefore.

ARTICLE: "VI"
(EXPLOITATION RIGHTS)

The Owner grant exclusive right to the Developer to construct the said proposed Building in the land referred above and in **SCHEDULE 'A'** below with own finance, risk and responsibility and by allotment, Owner shall be entitled to get% constructed area.

And the Developer being entitled to the rest of the total constructed area except Owner's allocation of total constructed

Flats, Car Parking Spaces the Developer shall be entitled to obtain necessary advance from such Buyer/s on terms and conditions as the Developer in its absolute discretion deem fit and proper.

ARTICLE: "VII"
(BUILDING)

1. The Developer shall at its own costs and liabilities construct the G + 4 storied building on the said premises according to the Building Plan sanctioned by the Rajpur Sonarpur Municipality.
2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owner shall in no way be liable for the payment of the same.
3. The Developer is hereby authorized and empowered in relation to the Construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owner for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the Building and other inputs and facilities required for which purpose, the Owner do hereby agree to execute a Developer Power of Attorney in favour of the DEVELOPER and the Owner shall also sign all such applications and other documents as shall be

required by the Developer and other Authorities, for the purpose of or otherwise for or in connection with the construction of the said building for time to time.

ARTICLE: "VIII"
(BUILDING ALLOCATION)

1. Immediately upon the construction of the proposed Building stage by stage and/or its completion or on any parts of the same except Flats, and car parking spaces and covered spaces as mentioned in the **SCHEDULE 'B'** being the OWNER'S allocation, all other Flats, car parking spaces, covered spaces shall belong to the Developer and the Owner shall not have any right, title, interest, claim and demand whatsoever in respect thereof of the construction, to be made as sanctioned plan mentioned in the **SCHEDULE 'C'**.
2. On completion of the Building and on delivery of said Owner allocation of Flats and Car Parking Spaces and commercial space etc. in Owner's allocation with the stipulated period to the Owner to their full satisfaction, the Owner shall transfer and convey at the request of the Developer and at the cost of the Developer or Transferees and not at the cost of the OWNER, the indivisible proportionate share of the land in respect of the Flats, and car parking spaces, commercial spaces, etc by executing the relevant Deed of Sale / transfer in favour of

the Developer or such other person or persons, who may be nominated by the Developer in that regards.

ARTICLE: "IX"
(CONSIDERATION)

The Developer shall construct G + 4 storied building in the said land measuring an area of 5 Cottahs 2 Chittacks more or less according to the Building plans sanctioned by the Rajpur - Sonarpur Municipality. The entire finance for construction of said Building and incidental costs shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats except the Owner's allocation of Flats, and Car Parking spaces as demarcated and also proportionate sanctioned area, if achieved and Car Parking Space and commercial space in the Building on this terms and conditions.

ARTICLE: "X"
(OWNER'S ALLOCATION)

ALL THAT 50% constructed area of the proposed G+IV storied building along with proportionate share of land with common areas and facilities sanctioned by the competent authority. And non refundable amount of Rs.5,001/- only to be paid by the developer to the land owners.

ARTICLE: "XI"
(DEVELOPER'S ALLOCATION)

Shall mean rest 50% of the total constructed area of the proposed G+4 storied building sanctioned by the competent authority save and except Owner's allocation in the proposed Building, specified in **Schedule "C"** below:

The Developer shall be allocated the rest of the Flat, and Car Parking Space and except the said Flats, Car Parking Spaces and Commercial Space in Owner's allocation, which will be allotted to the Owner. The Developer shall sell the Flats and Car Parking Spaces in its allocation to intending Purchaser or Purchasers at such price and terms and conditions, proceeds of sale of Flats and Car Parking Space in its allocation shall belongs to Developer.

ARTICLE: "XII"
(MISCELLANEOUS)

1. The Owner and the Developer have entered into the Development Agreement purely on a principle to principle basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owner as a Joint Venture between the Owner and the Developer and not in any manner constitute an Association of persons. Each Party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors,

administrators, representatives and assigns of the Parties hereto.

2. As and from the date of handing over after completion of the Building, the Developer and/or its Transferees and the Owner and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Rajpur - Sonarpur Municipality and/or other Authorities.
3. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the Parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final and conclusive of the Parties hereto.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developers shall only be entitled to receive consideration money by executing Agreement/ Final Document for Transfer of property as per provisions laid down in the said documents as a Developer without getting any Ownership of 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 Owners and the Developers in

anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

ARTICLE: "XIII"
(JURISDICTION)

Appropriate Courts at Alipore, District - South 24-Parganas or Calcutta High Court, shall have the jurisdiction to entertain all disputes and actions between the Parties herein.

SCHEDULE - "A" ABOVE REFERRED TO
(DESCRIPTION OF THE SAID LAND)

ALL THAT piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, the said land is butted and & bounded by :-

ON THE NORTH : 25' feet wide road.

ON THE SOUTH : Plot no. 383, Ramkrishna Pally.

ON THE EAST : Plot no. 385, Ramkrishna Pally.

ON THE WEST : 50' feet wide Mission Pally Road.

SCHEDULE - "B" ABOVE REFERRED TO
[DESCRIPTION OF THE OWNER'S ALLOCATION]

ALL THAT 50% constructed area of the proposed G+IV storied building along with proportionate share of land with common areas and facilities sanctioned by the Rajpur Sonarpur Municipality. And non refundable amount of Rs.5,001/- only to be paid by the developer to the land owners.

SCHEDULE - "C" ABOVE REFERRED TO
[DESCRIPTION OF THE DEVELOPER'S ALLOCATION]

ALL THAT rest 50% of the total constructed area of the proposed G+4 storied building sanctioned by the Rajpur Sonarpur Municipality save and except Owner's allocation in the proposed Building, of which flats, commercial space, Car Parking Spaces including proportionate share of the common facilities, utilities and amenities in the said Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal.

SCHEDULE - "D" ABOVE REFERRED TO
[DESCRIPTION OF THE COMMON AREAS]

1. Staircase on all floors, staircase landing on all floors, lift & Lift well.

2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Electrical Power Transformer.
8. Roof, security room, security toilet and meter room.

SCHEDULE - "E" ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.

5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

SCHEDULE "F"
SPECIFICATION
[STRUCTURAL DESIGN]

BUILDING:

G + 4 storied residential building.

STRUCTURE:

R.C.C. framed structure with brick walls and cement plaster finish.

FLOORING:

At least 24 inches X 24 inches best quality vitrified tiles.

TOILET:

Marble slabs in floor and at least 8" X 6" best quality ceramic glazed tiles on walls upto 6 ½ feet high. Wash Basin, European type commode with cisterns will be of Parryware / Hindware of better. Mirrors, Soap trays, water mixers, taps, bath shower mixers, etc will be of best quality. There will be plumbing and electrical installation and wiring for geysers.

KITCHEN:

White Glazed tiles upto a height of 4 feet along with granite table top and stainless steel sink. Electrical wiring for exhaust fan, electrical chimney, and electrical appliances shall be provided.

DOORS:

Flush wooden shutters with wooden frame painted with two coats wood primer and two coats of paint with brass tower bolts on the inside, brass L-drops in the outside and Godrej make Mortise locks For the main entrance doors, Godrej make readymade doors with locks shall be fitted.

WINDOWS:

Aluminum sliding windows fitting clear glass with M.S. Grill.

ELECTRICAL:

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without fittings Electrical Provisions with starter breakers shall be made for ACs in the one Bed room.

OUTSIDE BUILDING:

Cement base paint finish.

INSIDE WALLS:

Putty finish.

ROOF:

Water proofing treatment on roof.

WATER:

Water pump, overhead water tank and boring water.

ADDITION/ALTERATION/MODIFICATION:

In case of any addition/alteration/modification (internally) if desired by the proposed Owner and estimate will be submitted by the Developer to them for the same and will be taken up by the Developer only when the said estimates are agreed upon by the proposed Owner

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

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the Presence of:

WITNESSES:

1. Priya Ranjan Nandi,
NANDI BHAWAN, SONARBAR
KOLKATA 700150

Kama Nandi
SIGNATURE OF THE OWNER

2. Baidynty Das
Kama Boli, Cal
West-22

BIJOLI HEIGHTS
Santanu Das
Santanu Das
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me:

S. Brodhan
Advocate
Alipore Judges' Court, F/378/413/70
Kolkata-27.
Computer print at :
S. Brodhan
Alipore Judges' Court,
Kolkata-27.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the sum of Rs.5,001/- (Rupees five thousand one) only being the nonrefundable amount as per following memo:-

By Cheque No. 078651 dated 17.05.2023
drawn on Axis Bank Ltd., Sonarpur branch

Rs.5,001/-

Total**Rs.5,001/-****(Rupees five thousand one) only****WITNESSES:**1. *Koma Nandi*

Koma Nandi
SIGNATURE OF THE OWNER

2. *Ka Dyanthi Dal*

Thumb 1st Finger Middle Finger Ring finger Small Finger

	Left hand					
	Right hand					

Name

Signature



Thumb 1st finger Middle Finger Ring Finger Small Finger

Left hand					
Right hand					

Name KANA NANDI

Signature Kana Nandi



Thumb 1st Finger Middle Finger Ring Finger Small Finger

Left hand					
Right hand					

Name SANTANU DAS

Signature Santanu Das

Thumb 1st Finger Middle Finger Ring Finger Small Finger

	Left hand					
	Right hand					

Name

Signature

Major Information of the Deed

Deed No :	I-1603-06716/2023	Date of Registration	17/05/2023
Query No / Year	1603-2001248815/2023	Office where deed is registered	
Query Date	16/05/2023 3:07:52 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Baidyanath Dolui Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9064896216, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4311] Other than Immovable Property, Receipt [Rs : 5,001/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 67,80,374/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 103/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mission pally Road, Mouza: Nishchintapur, , Holding No:2294 JI No: 53, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-105	RS-2	Bastu	Bastu	5 Katha 2 Chatak	1/-	67,80,374/-	Width of Approach Road: 50 Ft.,
Grand Total :					8.4563Dec	1/-	67,80,374/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Smt KANA NANDI Wife of PRIYARANJAN NANDI Executed by: Self, Date of Execution: 17/05/2023 Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office			Kana nandi
		17/05/2023	LTI 17/05/2023	17/05/2023

KANDI BHAVAN SONARPUR STATION ROAD, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur,
District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Female, By Caste: Hindu,
Occupation: House wife, Citizen of: India, PAN No.: ABxxxxxx7B, Aadhaar No: 88xxxxxxxx2538,
Status :Individual, Executed by: Self, Date of Execution: 17/05/2023
Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BIJOLI HEIGHTS 198 R K PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 , PAN No.: Alxxxxxx4R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SANTONU DAS (Presentant) Son of Late JAGANNATH DAS Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office	 May 17 2023 1:28PM	 LTI 17/05/2023	 17/05/2023
198 R K PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Alxxxxxx4R, Aadhaar No: 75xxxxxxxx5274 Status : Representative, Representative of : BIJOLI HEIGHTS (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAIDYANATH DOLUI Son of Late B DOLUI ALIPUR POLICE COURT, City:- Not Specified, P.O:- ALIPUR, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 17/05/2023	 17/05/2023	 17/05/2023

Identifier Of Smt KANA NANDI, Mr SANTONU DAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt KANA NANDI	BIJOLI HEIGHTS-8.45625 Dec

and Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mission pally Road, Mouza: Nishchintapur, , Holding No:2294 JI No: 53, Pin Code : 700150

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 105, RS Khatian No:- 2		Smt KANA NANDI

On 17-05-2023

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

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

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

Presented for registration at 12:54 hrs on 17-05-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SANTONU DAS ,

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 67,80,374/-

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

Execution is admitted on 17/05/2023 by Smt KANA NANDI, Wife of PRIYARANJAN NANDI, NANDI BHAVAN SONARPUR STATION ROAD, P.O: SONARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife

Indetified by Mr BAIDYANATH DOLUI, , Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 17-05-2023 by Mr SANTONU DAS, SOLE PROPRIETOR, BIJOLI HEIGHTS (Sole Proprietorship), 198 R K PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

Indetified by Mr BAIDYANATH DOLUI, , Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 103.00/- (B = Rs 50.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 71/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/05/2023 7:46AM with Govt. Ref. No: 192023240056481928 on 17-05-2023, Amount Rs: 71/-, Bank: SBI EPay (SBIEPay), Ref. No. 9010747943622 on 17-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3070, Amount: Rs.100.00/-, Date of Purchase: 16/05/2023, Vendor name: Mamtazuddin Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/05/2023 7:46AM with Govt. Ref. No: 192023240056481928 on 17-05-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 9010747943622 on 17-05-2023, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal