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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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I certified that the document is admitted to registration. The signature sheets and the original documents attached with the document are a part of this document.

[Handwritten Signature]

Sub-Register-III
 Alipore, South 24-parganas

25 JUN 2024

DEVELOPMENT AGREEMENT

THIS LAND DEVELOPMENT AGREEMENT is made and executed on this 26th day of June, 2024 (Two Thousand Twenty Four) of the Christian Era.

[Handwritten marks]

1. **SRI APU DUTTA**, PAN **AICPD3819Q**, AADHAAR NO. **4073 5838 3941**, son of Late Monoranjana Dutta by occupation Business, by faith-Hindu, residing at B-3/7, Brahmapur Northern Park P.O. & P.S. Bansdronei Kolkata-700070, 2. **SMT. GOURI SARKAR NEE DUTTA**, PAN **BHMPS7400J**, AADHAAR NO. **6537 9340 0494** daughter of Late Monoranjana Dutta, wife of Sri Ratan Sarkar, by faith-Hindu, by Occupation - Housewife, residing at Satyajit Roy Park, (Near Panchnan Mandir), P.O. Boral, P.S. Sonarpur now Narendrapur Kolkata-700154,) 3. **SMT. ASIMA DUTTA**, PAN **ACYPD8650K**, AADHAAR NO. **3871 8713 0366**, daughter of Late Bijoy Krishna Das, wife of Late Anup Dutta alias Anup Kumar Dutta, by occupation Retire, by faith-Hindu, residing at B-3/7, Brahmapur Northern Park P.O. & P.S. Bansdronei Kolkata-700070, 4. **SMT. ANKITA DUTTA** PAN **ATYPD1180H**, AADHAAR NO. **6224 7543 2373**, daughter of Late Anup Datta alias Anup Kumar Datta occupation Housewife, by faith-Hindu residing at B-3/7, Brahmapur Northern Park P.O. & P.S. Bansdronei Kolkata-700070, 5. **SRI ANKUSH DUTTA** PAN **CBKPD5524K**, AADHAAR NO. **3585 4770 3153**, son of Late Anup Datta alias Anup Kumar Datta occupation Service, by faith-Hindu residing at D-12, Geeta Apartment, Brahmapur Northern Park P.O. & P.S. Bansdronei Kolkata-700070, District South 24 Parganas, West Bengal hereinafter collectively referred to and called as the "**LANDOWNERS**" (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives, nominees and/or assigns) of the **FIRST PART**.

AND

SRI PALLAB DAS, PAN **AMNPD2402N**, AADHAR NO. **2086 2938 7163**, son of Late Ramani Mohan Das, by faith-Hindu, by Occupation - Business, residing at B-1/7, Brahmapur, Northern Park, P.S. Bansdronei, P.S. Regent Park, now Bansdronei, Kolkata - 700070, District South 24 Parganas, West Bengal hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the Subject or context be deemed to mean and include his respective legal heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS by contributions made by Srimati Mira Roy, as well as by some other persons for different plots of land to be allotted to them All that piece and parcel of Land comprised in C.S. Dag No. 9 measuring 3.64 acres of Garden land, Dag no.

10, measuring .07 acres of garden land, Dag no. 11 measuring .73 acres of tank, total area 4.44 acres more or less recoded in C.S. Khatian No. 421 of Mouza Bramhapur, J.L. No. 48, R.S. No. 169, Pargana Magura, Sub Registry Alipore Sadar P.S. Tollygung, District 24 Parganas under Touzi No. 60 of Collectorate 24 Parganas was purchased by one Sri Abinash Chandra Roy and another Chandra Mohan Saha from Srimati Jayshree Mitra wife of Late Sudhir Kumar Mitra on the 14th July 1959 for the consideration of Rs.37,000/ and the said conveyance was registered in Book No. 1, Volume No. 107, Pages 181 to 187 being no. 6502 dated 16.07.59 in the Alipur Sub registry, District 24 Parganas.

AND WHEREAS the said Chandra Mohan Saha being Benamder in the transaction executed a deed of Release on 29.08.1959, being no.7692, Book No. I, of Alipore Sub-Registry Office, District 24- Parganas.

AND WHEREAS in the mean time the said Abinash Chandra Roy, according to previous arrangement between himself and the contributing Purchasers developed the said Land in the aforesaid Property by cutting trees readjusting earth level demarcating Roads, Paths and Boundaries and prepared Sketches of different Plots for distribution among the contributing Purchasers out of the money received by him from the said contributors as well as from the sale of tree etc. of the Land Possession of which was taken by all contributing Purchasers on the 19th July 1959.

AND WHEREAS in pursuance of the said arrangement and after completion of survey demarcation of plots and other necessary works done in that connection the said Abinash Chandra Roy, notified the contributing Purchasers to complete the Conveyance of their respective Plots for consideration already paid to Sri Abinash Chandra Roy on different dates and the said Abinash Chandra Roy as well as other contributing purchasers agreed that Abinash Chandra Roy shall be entitled to the exclusive possession of the tank includes in the aforesaid property as a consideration for his pioneering activities, personal labour and exertion for securing land developing it by construction of road leveling of each and other works done in connection with ensuing the peaceful and exclusive possession of the respective plots by the contributing purchasers including the said Abinash Chandra Roy.

AND WHEREAS thus being in possession of the aforesaid property said Abinash Chandra Roy transferred Two Plots viz. Plot No. 18 and Plot No. 19A, for consideration of Rs.3500/- to Smt. Mira Roy by a Registered Deed dated 10th March 1964 entered in Book No. I, Volume No.45, Being No. 1697, Pages 89 to 93, for the year 1964, of the Alipore Sub- Registry Office.

AND WHEREAS while the said Mira Roy, seized and possessed of her purchased Property, she sold transferred and conveyed Garden Land measuring 8 Cottahs being Scheme Plot No.18, appertaining to C.S.& R.S. Khatian No. 421, Mouza- Brahmapur , J.L. No. 48, comprised in C.S. & R.S. Dag No.9, now within the limits of Kolkata Municipal Corporation Ward No.112, P.S. Regent Park, Kolkata-700070, in favour of Sri Monoranjan Dutta (now deceased) son of Late Atul Chandra Datta by a deed of conveyance dated 7th July 1967 Registered at Sub Register, Alipore registered in Book No. I, Volume No. 90, Pages 119 to 124, being Deed No. 4949 for the year 1967.

AND WHEREAS after purchasing aforesaid 8 Cottahs of land Manoranjan Datta constructed one tile shed room measuring 1120 Square feet.

AND WHEREAS in the mean time the said Abinash Chandra Roy, according to previous arrangement between himself and the contributing Purchasers developed the said Land in the aforesaid Property by cutting trees readjusting earth level demarcating Roads, Paths and Boundaries and prepared Sketches of different Plots for distribution among the contributing Purchasers including one Saraju Roy wife of Shyamapada Roy out of the money received by him from the said contributors as well as from the sale of tree etc. of the Land Possession of which was taken by all contributing Purchasers on the 19th July 1959.

AND WHEREAS in pursuance of the said arrangement and after completion of survey demarcation of plots and other necessary works done in that connection the said Abinash Chandra Roy, notified the contributing Purchasers to complete the Conveyance of their respective Plots for consideration already paid to Sri Abinash Chandra Roy on different dates and the said Abinash Chandra Roy transferred two Plots viz Plot no. 17 and Plot no. 19, to Saraju Roy for consideration as mentioned therein by a registered deed dated 10th March 1964 entered in Book No. 1, Volume No. 42, Pages 143 to 148 being no. 1693 for the year 1964.

AND WHEREAS while said Saraju Roy, seized and possessed of her purchased property, she sold transferred and conveyed Garden land measuring 8 Cottahs being Scheme Plot No. 17, appertaining to C.S. & R.S. Khatian No. 421, Mouza Brahmapur, J.L. No. 48, comprised in C.S. & R.S. Dag No. 9, now within the Kolkata Municipal Corporation Ward No. 112, Police Station Regent Park, now Bansdronei, Kolkata – 700070, in favour of Sri Manoranjan Dutta. by a registered deed of conveyance dated 7th July 1967 registered in the office of the Joint Registrar at Alipore registered in Book No. 1, Volume No. 72, Pages 150 to 154 being Deed No. 4065 for the year 1967.

AND WHEREAS while said Sri Manoranjan Dutta seized and possessed of his purchased property, he gifted transferred and conveyed Garden land measuring 1 Cottahs out of 8 Cottahs being Scheme Plot No. 17, appertaining to C.S. & R.S. Khatian No. 421, Mouza Brahmapur, J.L. No. 48, comprised in C.S. & R.S. Dag no. 9, now within the Kolkata Municipal Corporation Ward No. 112, Police Station Regent Park, now Bansdronei, Kolkata – 700070, in favour of his son Sri Anup Dutta by a registered deed of gift dated 30.01.2003 registered in the office of the Additional District Sub Registrar at Alipore registered in Book No. 1, Volume No. 42 Pages 1 to 20 being Deed No. 0619 for the year 2004.

AND WHEREAS while said Sri Anup Kumar Dutta seized and possessed of his purchased property, he gifted transferred and conveyed Garden land measuring 1 Cottahs being Portion of Scheme Plot No. 17, appertaining to C.S. & R.S. Khatian No. 421, Mouza Brahmapur, J.L. No 48, comprised in C.S. & R.S. Dag No. 9, now within the Kolkata Municipal Corporation Ward No. 112, Police Station Regent Park, now Bansdronei, being Municipal Premises No. 652 Brahmapur Road, Kolkata – 700070, in favour of his father Sri Manoranjan Dutta by a registered deed of gift dated 26th September 2014 registered in the office of the Additional District Sub Registrar at Alipore registered in Book No. 1, CD Volume No. 32 Page from 324 to 337 being Deed No. 07581 for the year 2014.

AND WHEREAS Monoranjan Dutta alias Manoranjan Dutta (now deceased) thus owned, seized and possessed of all that piece and parcel of Land measuring 8 (Eight) Cottahs, more or less being plot No. 18 and Land Measuring 1 (one) Cottah more or less being plot No. 17 and aggregate Land measuring 9 (Nine) Cottahs, more or less with structure appertaining to Mouza- Brahmapur, J.L. No. 48, Part of

C.S. Dag No.9, Khatian No. 421, L.R. Khatian No. 3523, 3524, 3525, 3526, & 3527 within the limits of K.M.C. Ward No. 112, P.S. Regent Park now Bansdronei, Postal Premises No. D-11A, Brahmapur Northern Park, P.O.- Bansdronei, P.S. Regent Park now Bansdronei, Kolkata-700070, District-South 24 Parganas, West Bengal, K.M.C. Premises No. 110, Hari Sava Math.

AND WHEREAS said Sri Manoranjan Dutta gifted land measuring 4 Cotthas 12 Chittacks out of 9 Cottahs together with 500 Square feet demarcated tile shed out of 1120 Square feet at scheme appertaining to C.S. and R.S. Dag No. 9, Mouza Brahmapur, J.L.No.48, being Scheme Plot No. 17 & 18, within the Kolkata Municipal Corporation Ward No. 112, Police Station Regent Park, now Bansdronei, being Municipal Premises No. 110, Hari Sava Math and Premises No. 652 Brahmapur Road, Kolkata – 700070 in favour of Sri Anup Dutta alias Anup Kumar Dutta, Smt. Gouri Sarkar nee Dutta and Sri Apu Dutta, by a registered deed of gift dated 26th September 2014 registered in the office of the Additional District Sub Registrar at Alipore registered in Book No. 1, Volume No. CD Volume No. 32, Page from 543 to 558 being Deed No. 07582 for the year 2014 and remaining plot of land was 4 Cottha 4 Chittak together with 620 Square feet tile shed out of 9 Cottah is in the name of Monoranjan Dutta alias Manoranjan Dutta and said Monoranjan Dutta alias Manoranjan Dutta, died intestate on 12.01.2019, leaving behind his two sons namely Anup Kumar Dutta, Shri Apu Dutta and one married daughter Smt. Gouri Sarkar and they become the absolute Co-Owners by law of inheritance of the property of Late Monoranjan Dutta alias Manoranjan Dutta, as his legal heirs and successors and as the wife of Late Monoranjan Dutta alias Manoranjan Dutta pre-deceased to him on 01.07.2005.

AND WHEREAS said Sri Anup Datta alias Anup Kumar Datta 2. Smt. Gouri Sarkar Nee Dutta 3. Sri Apu Dutta becomes the co owners of the Schedule 'A' property measuring about 4 Cottahs 4 Chittacks together with 620 Square feet tile shed and they are in Khas Possession as absolute owners.

AND WHEREAS said Anup Datta alias Anup Kumar Datta died intestate on 18.07.2020 leaving behind his wife Smt. Asima Dutta and only unmarried (now married) daughter Miss Ankita Dutta and only son Sri Ankush Dutta who inherited the property left by Anup Dutta alias Anup Kumar Dutta. While in peaceful possession over the said landed properties, the owners had mutated their names in

the records of the then Kolkata Municipal Corporation as a K.M.C. Assessee No. 311120901106, and they have been enjoying right, title and interest fully thereon and paid taxes regularly to the respective authority.

AND WHEREAS at present 1. Apu Dutta, 2. Smt Gouri Sarkar Nee Dutta 3. Smt. Asima Dutta 4. Smt. Ankita Dutta 5. Sri Ankush Dutta are the joint owners of land measuring 4 (Four) Cottahs 4 (Four) Chittaks more fully described in the First schedule herein below.

AND WHEREAS at present all the landowners have decided to "Commercially Exploit" the said property mentioned in the SCHEDULE "A" through their appointed Developer herein by raising G+4, storied residential building as per the building plan to be approved by them and to be sanctioned by Kolkata Municipal Corporation more fully described in the SCHEDULE "A" below and the Developer having sound knowledge and financial capability approached to the landowners with the terms, conditions and covenants herein below appearing and the Owners herein allowed the Developer herein to raise such construction at his own cost and expenses on the "SCHEDULE" property as per the plan to be approved by the Owners and sanction by K.M.C. for the benefit of the parties to this agreement. If any dispute arises in future in respect of the title of the land, then landowners will bear all expenses of the Developer and this agreement will be cancelled.

AND WHEREAS the Developer, after considering the proposal of the Landowners, has agreed to construct one G+4 stored Building as per the plan to be approved by the Landowners & sanctioned by Kolkata Municipal Corporation at his own cost and expenses on the property mention in SCHEDULE-"A" below on certain terms and conditions to which the landowners have agreed and the Developer has confirmed.

AND WHEREAS to avoid future complications', the parties have decided to execute this agreement on this day by incorporating the said terms and conditions as follow:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1 That in this agreement unless otherwise agreed upon the following expression will have the following meaning: -

a) **PREMISES** shall mean **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 4 Chittacks be the same a little more or less together with structure measuring 620 square feet tally shed, lying and situated in Mouza-Brahmapur, J.L.No. 48, being Scheme Plot Nos. 17 & 18 within C.S. & R.S. Khatian No. 421, L.R. Khatian No. 3523, 3524, 3525, 3526, & 3527, C.S. & R.S. Dag No. 9, P.O. Bansdrani, P.S. Regent Park now Bansdrani, K.M.C. Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park Kolkata-700070, K.M.C. Ward No.112, under District 24 Parganas (South), morefully and particularly described in the Schedule "A" hereunder written.

b) **PLAN** shall mean building plan or plans to be prepared by the Registered Architect /L.B.S., approved by the Owners and obtain sanction from the Kolkata Municipal Corporation for construction of G+4 storied building at the said Premises No. 110, Harisava Math Kolkata-700070, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 112, District 24 Parganas (South).

c) **LANDOWNERS** shall mean 1. **SRI APU DUTTA**, son of Late Monoranjan Dutta, residing at B-3/6, Brahmapur Northern Park P.O. & P.S. Bansdrani, Kolkata-700070, 2. **SMT. GOURI SARKAR NEE DUTTA**, daughter of Late Monoranjan Dutta, wife of Sri Ratan Sarkar, residing at Satyajit Roy Park, (Near Panchnan Mandir), P.S . Narendrapur Kolkata-700154, 3. **MRS. ASIMA DUTTA**, daughter of Late Bijoy Krishna Das, wife of Late Anup Datta alias Anup Kumar Datta, residing at B-3/7, Brahmapur Northern Park P.O.& P.S. Bansdrani Kolkata-700070, 4. **SMT. ANKITA DUTTA**, daughter of Late Anup Datta alias Anup Kumar Datta, residing at B-3/7, Brahmapur Northern Park P.O. & P.S. Bansdrani Kolkata-700070, 5. **SRI ANKUSH DUTTA**, son of Late Anup Datta alias Anup Kumar Datta, residing at D-12, Geet Apartment, Brahmapur Northern Park, P.O.& P.S. Bansdrani Kolkata-700070 and their heirs, legal representatives, executors, administrators and assigns.

d) **DEVELOPER** shall mean **SRI PALLAB DAS**, son of Late Ramani Mohan Das, by faith-Hindu, by Occupation - Business, residing at B-1/7, Brahmapur, Northern

e) **NEW BUILDING** shall mean the building to be constructed as G+ 4 storied building on the said Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, P.O. & P.S. Bansdrani, K.M.C. Ward No. 112, District 24 Parganas (South) by the Developer in accordance with the Building Plan or Plans to be prepared by the registered Architect duly approved by the Landowners and sanctioned by the Kolkata Municipal Corporation under the supervision, and the entire cost of the construction will be borne by the Developer. That for smooth execution of the construction work the Developer /Second Party, subject to prior discussion with the Owners and written approval of the Owners shall prepare the Plan of the said Building through the Architect at the cost of the Developer. Further, for any revision or alteration of the Building Plan, if need be, the Owners must be taken into confidence /obtain written consent before

f) **LANDOWNER'S ALLOCATION** shall mean 50 % of total sanction plan Entire first floor, and Entire Second Floor and car parking space at North side of the proposed Building i.e 50% of the total car parking space as per sanction building plan of The Kolkata Municipal Corporation of the proposed building TOGETHER WITH undivided proportionate share of land underneath for each flat morefully described in the Schedule "A" hereunder written and user right of all common areas common facilities and common roof right of the said premises, morefully described in the Schedule 'D' hereunder written, of the said Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, Ward No. 112, District 24 Parganas (South), morefully described in the Schedule "B" hereunder written.

g) **DEVELOPER'S ALLOCATION ALL THAT** shall remaining 50 % of total sanction plan Entire Third floor and Entire Fourth Floor & car parking space South side of the proposed Building i.e. 50 % of the total car parking space except the Landowners' allocation flat and car parking space at the Ground floor Rear portion at the Ground Floor of the proposed new building covered area shall include under Developer allocation at the said K.M.C. Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, K.M.C. Ward No.112, District- 24 Parganas (South), and use right of all common areas and facilities of the said premises, morefully described in the Schedule 'D' hereunder written.

i) **COMMON PARTS**

Shall mean and include common passage, common users, staircase –cum- landing pump, entire roof, equipment and accessories, common use and enjoyment more fully described and mentioned in “SCHEDULE-D” hereunder mentioned.

j) PROPORTIONATE SHARE

1. That the landowners do hereby grant the exclusive right of development of the said premises unto and in favour of the Developer with the intent and object that the Developer shall have obtain the necessary sanction plan and shall construct, erect and complete the said building or buildings on the said premises to be completed in all respect with his own fund as provided in the Schedule 'A' hereunder written.

2. That in the circumstances and in consideration of the terms and conditions contained herein and the obligation of the terms and conditions contained the exclusive right of development of the said premises to the Developer, it shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows:

a) The Developer shall commence construction of the proposed G+4 storied building **within 3 months** from the date of obtaining sanctioned building plan and the developer shall completely construct the proposed building within **18 months** from the date of obtaining sanctioned building plan with option of **6 months** extension for completion of building in addition to 18 months. But under any circumstance the time of completion of project will not be extended beyond 24 months from the date of sanction of the building plan. Time is the main essence of the contract.

b) That the Landowners shall represent themselves through their constituted attorney in respect of transfer of the proportionate share of land attributable to the Developer's allocation in the proposed multistoried building in favour of the intending purchaser in respect Developers allocation of flat.

3. That the Developer shall construct and complete the said proposed G+ Four storied building as per specification attached herewith as already agreed upon and shall undertake full responsibility and the landowners shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises during the period of construction due to their construction

activities and for faulty and/or any other defect or default whatsoever and the Developer shall keep the landowner fully indemnified at all times against any loss or damage which may be caused to the landowners or any one of them due to any accident occurring during the period of construction and/or for any unauthorized construction or deviation of the sanctioned building plan and/or due to any other cause whatsoever.

4. That in consideration of the Developer constructing the said G+4 storied building and the terms and conditions, contained in this Agreement and also performing the obligations to be fulfilled, the Developer shall get the Developer's allocation in the said premises and the Developer shall keep the landowners fully indemnified for all times to come and for all purposes and consequences whatsoever in the matter of their owing and possessing their allocation quietly & peacefully.

5. THE DEVELOPER AGREES

a. To incur all costs, charges and expenses for construction of the said G+ Four storied building as per plan prepared by the registered Architect/L.B.S. and duly approved by the Landowners and sanctioned by the Kolkata Municipal Corporation.

b. To complete the entire construction work of the proposed G+ Four storied building in all respect and fully completed and for habitation in all sense of the term with facilities and/or amenities attached thereto be and provided to the landowners described in the Schedule 'B' herein within 18 months with a provision for extension of 6 months from the date of sanction of building plan by the Kolkata Municipal Corporation.

c. The Developer also agrees that from time to time the landowners and their authorized representatives shall have right to inspect of the construction of the proposed building without creating any disturbances or obstruction to the construction activities of the proposed building, provided however the landowners or their authorized representatives shall have the right to point out any defect or to give any suggestion to the Developer of the construction of G+ 4 storied building and the same shall be adhere to by the Developer.

d. The Developer soon after signing of this Agreement in respect of the aforesaid property shall be liable to pay all rates and taxes in respect of the aforesaid property until handing over of the respective shares as per allocation.

e. The Developer shall change the internal alignments of the building as per the layout suggested by the landowners.

f. The Developer is fully satisfied about the legality, validity and/or correctness all the documents/papers pertaining to this property. However, if any dispute /litigation arise in future questioning the validity/legality of any document in regard to this property, the developer will handle/manage the disputes/ litigations at his own costs and initiatives with the help of the landowners.

g. Developer shall be bound to deliver immediately one copy of Completion Certificate to the landowner after getting the Completion Certificate from the competent Authority of the Kolkata Municipal Corporation.

h. Developer shall deliver one copy each of KMC approved water line and sewerage system of the proposed building.

6. THE DEVELOPER'S OBLIGATION:

a) To construct and complete the said G+ 4 storied building with in all respects in terms of this agreement and also strictly in accordance with the K.M.C. sanctioned building plan and as per the specification attached hereto within the specified time stated hereinabove which is main essence of this contract.

b) To enjoy, negotiate and enter into agreement for sale of his allocated shares with the prospective buyer and accept advance and/or consideration money for the disposal of Developer's allocation of flat as it may think fit and proper from all such person or persons as he may desire without any interference from the landowners.

c) That the Developer has agreed to pay all incidental charges during construction/completion of the said G+ 4 storied proposed building. It is further made agreed that the landowners shall only be held liable for transferring the proportionate share of land attributable and/or corresponding to the Developers allocation in the proposed building.

d) That if the Developer fails to complete the construction of the said project within the period mentioned above he shall have no right to transfer and/or assign the said project to any other Developer or Developers without specific written permission from the landowner.

e) That on the demise of either of the parties of this agreement, this Agreement shall not stand cancelled and the legal heirs of the deceased party shall be substituted in this agreement in place and instead of the deceased party and the substituted heirs of such deceased party shall be bound to comply with the terms of this Agreement.

7. LANDOWNERS AGREES:

a) To sign and execute all necessary papers undertakings, affidavits, documents declaration deeds, which may be required for construction of the proposed building in terms of this agreement. The draft of the aforesaid instruments shall require to be approved by the landowners before the execution of this same.

b) To co-operate with the Developer for construction and at the allied work for completion of the proposed building at the said Premises No.110, Harisava Math Kolkata-700070, P.O. & P.S. Bansdroni, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 112, District 24 Parganas (South).

d) The landowners also agrees to handover the copies of all original title deed and other documents to the Developer simultaneously with the execution of this Agreement and the same shall be retained by the Developer until completion of the entire G+ 4 storied building and sale of all the flats including car parking space thereto of Developer's allocation. After completion of the Project all deeds, documents, papers, plans etc will be handed over to the landowners.

8. LANDOWNERS FURTHER AGREED as follows:

a) Not to cause any obstruction or interference in the bonafide construction erection and completion of the said G+ 4 storied building on the said premises.

b) After handover the vacant possession of the said premises/land to the Developer, the Developer will demolish the existing tile shed by its own labour and instrument and receive the salvages from the said premises at his own costs and expenses.

c) The Developer shall represent him on behalf of the landowners in order to get sanction building plan and revised plans to be prepared by the Registered Architect for construction of the said building at his own cost and to enter into any agreement for sale and deed of sale in respect of Developer's Allocation in the said building at the said Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, P.O. & P.S. Bansdrani, Ward No. 112, District 24 Parganas (South), morefully described in the Schedule "A" hereunder written.

d) The landowners will pay all arrear taxes of K.M.C. and B.L.R.O. if any, till the date of handing over possession of the premises /land to the Developer for the purpose of construction.

10. The Developer shall not be treated in default if the work is delayed due to the reasons attributable to FORCE MAJURE situation like earthquake, civil commotion or other nature calamity which would be beyond the control of the Developer.

11. Both the Developer and the landowners shall be entitled to deal with or to dispose of their respective share of the constructed space in any manner they think fit and proper without any interference from the other side as long as such disposal would not violate any provision of this Agreement.

12. MISCELLANEOUS:

i) It shall be responsibility of the Developer to obtain the maximum possible space without violating the conditions of sanction as laid down by K.M.C. for the maximum exploitation of the value of the said property without altering the sanctioned Building plan.

(ii) That by such delivery of the land/premises by the landowners to the Developer the landowners however shall not create any encumbrances and/or liens in respect of the property provided however the Developer's exclusive right of development of the property shall not in any way be affected.

iii) Before finalization of sanctioned plan the Developer will prepare a sketch to be shown to the landowners plan for any suggestion or modification of the landowners in mutual agreement.

Nothing contained in these presents shall be construed as the demise or assignment of conveyance or transfer in law by the owners in favour of the developer, save as herein expressly provided and also inclusive license and contract to the development commercially exploit the said property under some agreed terms & condition. in terms It is an agreement between principals and not a partnership.

SCHEDULE 'A' ABOVE REFERRED TO :

Description of the Land & Premises intended to be Developed

ALL THAT piece or parcel of homestead land measuring an area 4 Cottahs, 4 Chittacks be the same a little more or less together with structure measuring 620 square feet tile shed, lying and situated in Mouza- Brahmapur, J.L.No. 48, R.S. No. 169, being Scheme Plot Nos. 17 & 18 within C.S. & R.S. Khatian No. 421, L.R. Khatian No. 3523, 3524, 3525, 3526, & 3527, C.S. & R.S. Dag No. 9, P.O. Bansdroni, P.S. Regent Park now Bansdroni, K.M.C. Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, K.M.C. Ward No.112, in the District of 24-Parganas (South) butted and bounded in the manner following:-

- ON THE NORTH** : D-10, Brahmapur Northern Park.
ON THE EAST : 16' Wide K.M.C. Road.
ON THE SOUTH : D-12/1, Brahmapur Northern Park.
ON THE WEST : B-16-17 Brahmapur Northern Park.

SCHEDULE 'B' ABOVE REFERRED TO
LANDOWNER'S ALLOCATION

ALL THAT shall mean 50 % FAR out of total sanction plan Entire first floor, and Entire Second Floor and car parking space at the North side of the proposed Building i.e. 50% of the total car parking space per sanction building plan of The Kolkata Municipal Corporation of the proposed TOGETHER WITH undivided proportionate share of land, described in the Schedule "A" hereunder written and user right of all common areas and facilities & use of entire roof of the said premises, morefully described in the Schedule 'D' hereunder written, K.M.C. Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, K.M.C. Ward No.112, District 24 Parganas (South).

SCHEDULE 'C' ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT shall remaining 50 % of total sanction plan Entire Third floor and Entire Fourth Floor & car parking space South side of the proposed Building i.e. 50 % of the total car parking space except the Landowners' allocation flat and car parking space at the Ground floor Rear portion at the Ground Floor of the proposed new building covered area shall include under Developer allocation at the said K.M.C. Premises No. 110, Harisava Math Kolkata-700070, Mailing Address D-12/2, Brahmapur Northern Park, K.M.C. Ward No.112, District- 24 Parganas (South), and use right of all common areas and facilities of the said premises, morefully described in the Schedule 'D' hereunder written.

THE SCHEDULE 'D' ABOVE REFERRED TO:
The common areas and facilities

- (a) The foundation, columns, girders, beams, supports main walls, corridors, lobbies, stairs, stair ways, entrance to and exit from the building to be constructed on the said land and intended for common use.
- (b) Installation of common services such as water line sewerage (septic line) etc. connected with Road.
- (c) One lift passenger capacity.
- (d) Pump motor, pipes, ducts all apparatus and installations in the said building for common use.
- (e) Electric meter box under the stairs in the ground floor of the building, electrical, wiring and fixtures etc.
- (f) Underground water reservoir and of the over head water tank.
- (g) Boundary Walls and main Gates.
- (h) Such other common parts areas equipments, installations, fixed rates, fittings and spaces in or about the said buildings as are necessary for passages user and occupation of the units in common.

IN WITNESS WHEREOF the Parties, the landowners and developer hereto hath hereunto set and subscribed their respective hand and seal on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of:

Witnesses:

1.

1. Arpu Dutta

2. Gouri Sarkar.

Ratan Sarkar
Satyajit Rayhale,
P.O. - Barab, KOL-700159

3. Asima Dutta

4. Ankita Dutta

5. Ankuish Dutta

SIGNATURE OF LANDOWNERS.

2. Sampa Bera
293, Rainagarplace
Banskhara
KOL-70

Falguni Das

SIGNATURE OF DEVELOPER.

DRAFTED AND PREPARED BY ME

Jyoti Kumar Bera

ADVOCATE

ALIPORE JUDGES COURT, KOL-27

F-453/1357/98

✓
✓

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... APU DUTTA

Signature..... Apu Dutta

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

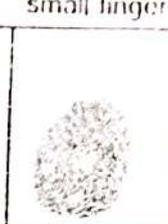
Name..... GOURI SARKAR NEE DUTTA

Signature..... Gouri Sarkar

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... ASIMA DUTTA

Signature..... Asima Dutta

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....ANKITA DUTTA.....

Signature.....*Ankita Dutta*.....

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....ANKUSH DUTTA.....

Signature.....*Ankush Dutta*.....

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....PALLAB DAS.....

Signature.....*Pallab Das*.....

भारत सरकार
भारत

आधार

Issue Date: 25/10/2012



तापस कुमार बेरा
Tapas Kumar Bera
जन्मदिनांक / DOB : 13/03/1965
पुरुष / Male



आधार पहचान का प्रमाण है, नागरिकता का नहीं।
Aadhaar is a proof of identity, not of citizenship.

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मेरा आधार, मेरी पहचान

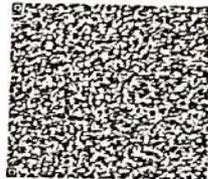
भारत सरकार
भारत

आधार

Print Date: 28/11/2023

ठिकाना: S/O खगेंद्रनाथ बेरा, 293,
रामनगर प्लेस, बान्सड्रनी, कलकत्ता,
दक्षिण २४ पड़गना, पश्चिम बंग, 700070

Address: S/O Khagendranath Bera,
293, RAINAGAR PLACE, BANSORONI,
Kolkata, PO: Bansdrni, DIST: South 24
Parganas, West Bengal, 700070



6563 0859 4868

1947 help@uidai.gov.in www.uidai.gov.in

Major Information of the Deed

Dood No :	I-1603-10199/2024		Date of Registration	26/06/2024
Query No / Year	1603-2001530592/2024		Office where deed is registered	
Query Date	20/06/2024 9:09:25 PM		D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	TAPAS KUMAR BERA ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9143545584, Status : Advocate			
Transaction	Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]			
Set Forth value	Market Value			
Stampduty Paid(SD)	Rs. 36,09,903/-			
Rs. 7,020/- (Article:48(g))	Registration Fee Paid			
Remarks	Rs. 53/- (Article:E, E)			
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)			

Land Details :

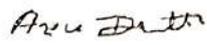
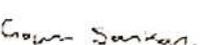
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Harisabha Math, , Premises No: 110, , Ward No: 112 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 4 Chatak		34,42,503/-	Width of Approach Road: 16 Ft.,
Grand Total :				7.0125Dec	0 /-	34,42,503 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	620 Sq Ft.	0/-	1,67,400/-	Structure Type: Structure
Gr. Floor, Area of floor : 620 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		620 sq ft	0 /-	1,67,400 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Apu Dutta Son of Late Monoranjan Dutta Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office	 26/06/2024	 LTI 26/06/2024 Captured	Signature  26/06/2024
	B-3/7, Brahmapur Northern Park, City:- , P.O:- Bansdronei, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: aixxxxxx9q, Aadhaar No: 40xxxxxxxx3941, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office			
2	Name Smt Gouri Sarkar, (Alias: Smt Gouri Dutta) Daughter of Late Monoranjan Dutta Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office	 26/06/2024	 LTI 26/06/2024 Captured	Signature  26/06/2024
	Satyajit Roy Park, City:- , P.O:- Boral, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: bhxxxxxx0j, Aadhaar No: 65xxxxxxxx0494, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office			
3	Name Smt Asima Dutta Daughter of Late Bijoy Krishna Das Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office	 26/06/2024	 LTI 26/06/2024 Captured	Signature  26/06/2024
	B-3/7, Brahmapur Northern Park, City:- , P.O:- Bansdronei, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: acxxxxxx0k, Aadhaar No: 38xxxxxxxx0366, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office			

4	Name Smt Ankita Dutta Daughter of Late Anup Datta Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	26/06/2024	LTI 26/06/2024	26/06/2024	
B-3/7, Brahmapur Northern Park, City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: atxxxxxx0h, Aadhaar No: 62xxxxxxxx2373, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office				
5	Name Shri Ankush Dutta Son of Late Anup Datta Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	26/06/2024	LTI 26/06/2024	26/06/2024	
D12, Geeta Apartment Brahmapur Northern Park, City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: cbxxxxxx4k, Aadhaar No: 35xxxxxxxx3153, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Pallab Das (Presentant) Son of Late Ramani Mohan Das Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	26/06/2024	LTI 26/06/2024	26/06/2024	
Son of Late Ramani Mohan Das B-1/7, Brahmapur, Northern Park, City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: amxxxxxx2n, Aadhaar No: 20xxxxxxxx7163, Status :Individual, Executed by: Self, Date of Execution: 26/06/2024 , Admitted by: Self, Date of Admission: 26/06/2024 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Tapas Kumar Bera Son of Late K N Bera Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027		 Captured	
	26/06/2024	26/06/2024	26/06/2024

Identifier Of Shri Apu Dutta, Smt Gouri Sarkar, Smt Asima Dutta, Smt Ankita Dutta, Shri Ankush Dutta, Shri Pallab Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Apu Dutta	Shri Pallab Das-1.4025 Dec
2	Smt Gouri Sarkar	Shri Pallab Das-1.4025 Dec
3	Smt Asima Dutta	Shri Pallab Das-1.4025 Dec
4	Smt Ankita Dutta	Shri Pallab Das-1.4025 Dec
5	Shri Ankush Dutta	Shri Pallab Das-1.4025 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Apu Dutta	Shri Pallab Das-124.00000000 Sq Ft
2	Smt Gouri Sarkar	Shri Pallab Das-124.00000000 Sq Ft
3	Smt Asima Dutta	Shri Pallab Das-124.00000000 Sq Ft
4	Smt Ankita Dutta	Shri Pallab Das-124.00000000 Sq Ft
5	Shri Ankush Dutta	Shri Pallab Das-124.00000000 Sq Ft

Endorsement For Deed Number : I - 160310199 / 2024

On 26-06-2024

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 11:50 hrs on 26-06-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Pallab Das ,Claimant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 36,09,903/-

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

Execution is admitted on 26/06/2024 by 1. Shri Apu Dutta, Son of Late Monoranjan Dutta, B-3/7, Brahmapur Northern Park, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 2. Smt Gouri Sarkar, Alias Smt Gouri Dutta, Daughter of Late Monoranjan Dutta, Satyajit Roy Park, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession House wife, 3. Smt Asima Dutta, Daughter of Late Bijoy Krishna Das, B-3/7, Brahmapur Northern Park, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Retired Person, 4. Smt Ankita Dutta, Daughter of Late Anup Datta, B-3/7, Brahmapur Northern Park, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 5. Shri Ankush Dutta, Son of Late Anup Datta, D12, Geeta Apartment Brahmapur Northern Park, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service, 6. Shri Pallab Das, Son of Late Ramani Mohan Das, B-1/7, Brahmapur, Northern Park, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business

Indetified by Shri Tapas Kumar Bera, , , Son of Late K N Bera, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

• Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/06/2024 9:32AM with Govt. Ref. No: 192024250091939078 on 25-06-2024, Amount Rs: 21/-, Bank: SBI
EPay (SBIEPay), Ref. No. 5596046396630 on 25-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 20095, Amount: Rs.5,000.00/-, Date of Purchase: 21/06/2024, Vendor name: S DAS

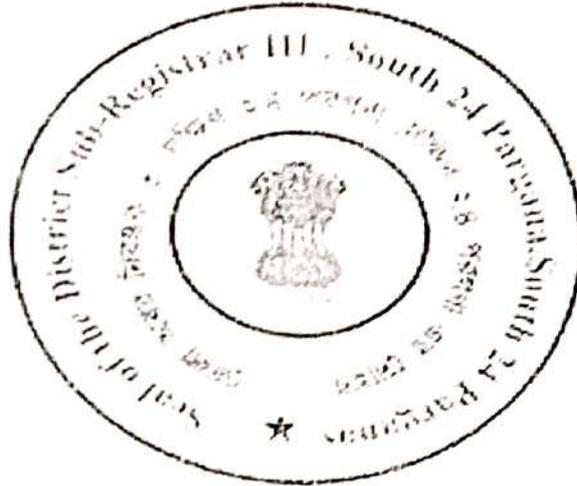
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/06/2024 9:32AM with Govt. Ref. No: 192024250091939078 on 25-06-2024, Amount Rs: 2,020/-, Bank: SBI
EPay (SBIEPay), Ref. No. 5596046396630 on 25-06-2024, Head of Account 0030-02-103-003-02

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 267514 to 267540
being No 160310199 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.06.27 13:01:26 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 27/06/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.