

S-6304

4183/2024

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये



सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 598191

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Kolkata on this 19th day of July, 2024.

BETWEEN

18 JUL 2024

SRI. SNEHAMOY ROY, having PAN ADMPR6407M, Aadhar no . 5470 5405 9713, son of Sitangshu Shekar Roy, by caste Hindu, by occupation service, resident of shibnath Sashtri Road, Harinavi, 24 Parganas (S), Kolkata – 700148; **(2) MALATI ROY**, PAN AUYPRI1151M, Aadhar no. 6739 9803 3078, wife of Sri. Snehamoy Roy, by caste Hindu, by occupation housewife, resident of shibnath Sashtri Road, Harinavi, 24 Parganas (S), Kolkata – 700148 hereinafter referred to and called as the **OWNERS**" (which terms and expressions shall unless be excluded by or repugnant to the context be deemed to mean and include their successor-in-office, nominees, attorneys, representatives, executors or assigns) of the **FIRST PART**.

AND

M/S- D.M.CONSTRUCTION, represented by its PROPRIETOR, **SHRI DHIMAN KUMAR KALI**, PAN **BFJPK0951D**, EPIC No. **WB/23/109/696298**, Aadhaar Card No. 2525 1156 9381, son of **MADHUSUDAN KALI**, residing at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL- 700103 by faith HINDU, by Occupation **BUSINESSMAN**, by Nationality **INDIAN**, having its place of Business at the same address mentioned as residence, hereinafter referred to and called as the **DEVELOPER/ VENDOR** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS, Sri. Snehamoy Roy and Malati Roy are the joint owners of the homestead / bastu land measuring about 5 cottah 7 chitack 43.5 sq.ft. area in mouza Harinavi, J.L. No. 36, Touji no. 109,

L.R. Dag no. 195, L.R. Khatian no. 3904, 3903; under Rajpur Sonarpur Municipality, ward no. 18, Assessment no. 1104302134429 and 1104302134428; P.S. Sonarpur, Kolkata – 700148, (hereinafter referred to as the said property) morefully described in the schedule hereunder written as SCHEDULE-A and acquired and accepted this piece of bastu land by two separate deeds registered before A.D.S.R. Sonarpur recorded in Book no. I, Vol no. 51, Pages from 239 to 245, being Deed no. 3981 for the year 1998 and Book no. 1 Vol. No. 117, pages from 398 to 402, Deed no. 6506 for the year 1991.

AND WHEREAS, the aforesaid owners have mutated their names in the records of B.L. & L.R.O. Sonarpur and also in the records of Rajpur Sonarpur Municipality and has been residing peacefully for a long time there morefully described in Schedule " A " hereunder written.

AND WHEREAS, the owners herein intends to develop the property by raising a multi-storied building upon the aforesaid property consisting of several self- contained residential flats, shops, car parking space and other commercial spaces thereon on different measurements and sizes, however, due to lack of experience. Manpower, and other difficulties the owner herein could not materialize their said desire and as such they requested the Developer herein to undertake the aforesaid development work on the said property.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto on the following terms and conditions.

ARTICLE-I-DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:-

1.1 OWNER: shall mean the aforesaid **SRI. SNEHAMOY ROY**, having PAN ADMPR6407M, Aadhar no . 5470 5405 9713, son of Sitangshu Shekar Roy, by caste Hindu, by occupation service, resident of shibnath Sashtri Road, Harinavi, 24 Parganas (S), Kolkata – 700148;
(2) MALATI ROY, PAN AUYPRI1151M, Aadhar no. 6739 9803 3078, wife of Sri. Snehamoy Roy, by caste Hindu, by occupation housewife, resident of shibnath Sashtri Road, Harinavi, 24 Parganas (S), Kolkata – 700148, by Nationality INDIAN, and her respective legal heirs, successors, legal representatives, administrators, executors and assigns and their respective legal representatives. administrators, executors and assigns.

1.2 DEVELOPER: shall mean and include the M/S- D.M.CONSTRUCTION, represented by its PROPRIETOR, SHRI. DHIMAN KUMAR KALI, PAN-BFJPK0951D, EPIC No.- WB/23/109/696298, Aadhaar No. 2525 1156 9381 son of SHRI MADHUSUDAN KALI, residing at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL 700103 by faith HINDU, by Occupation BUSINESS, by Nationality INDIAN, its Proprietor his Successors-in-Office, his legal heirs/heirress, executors, administrators, legal representatives and assigns.

1.3 TITLE DEEDS: shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.

1.4 PREMISES PROPERTY : shall mean **ALL THAT** piece and parcel of bastu land as described in the SCHEDULE "A" of this Deed described herein below.

1.5 NEW BUILDING: shall mean the Multistoried Building (G+ upper storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the concerned Municipality (Rajpur-Sonarpur Municipality).

1.6 COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors, stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

1.7 COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. it is applicable for individual unit.

1.8 SALEABLE SPACE: shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.9 SUPER BUILT UP AREA OF THE FLAT/ UNIT/ SPACE/ GARAGE: shall mean and include the total covered area of the unit plus minimum 20% service area, over the aforesaid total covered area, is applicable for individual unit.

1.10 BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality (Rajpur-Sonarapur Municipality). Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

1.11 OWNERS' ALLOCATION shall be 41% of total constructed area of the F.A.R (Floor Area Ratio) as per sanctioned plan of the concerned municipality of the proposed multi-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property.

DESCRIPTION OF FLATS UNDER OWNERS ALLOCATION :

Considering it to be a G- UPPER STORIED building 41% of the sanctioned F.A.R. (if G+4 storied building plan is sanctioned by concerned municipality owners allocation would be 41% of the total F.A.R. which is to divided on each floor of the building.

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and or Revised Plan, which was be duly sanctioned by the concerned Authority.

- 1.12 DEVELOPER/ PROMOTER'S ALLOCATION:** shall mean the remaining constructed area after providing the owner's allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities, if, 59% of total constructed area de F.A.R. (Floor Area Ratio) as per sanctioned plan of the concerned municipality of the proposed multi-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property.

DESCRIPTION OF FLATS UNDER DEVELOPER'S ALLOCATION:

Considering it to be a G+ UPPER STORIED building, the Developers allocation would be save and except the Owner's allocation, i.e. (if G-4 storied building plan is sanctioned by concerned municipality Developer's allocation would be 59% of total F.A.R. which is to be divided on each floor.

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their

respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and or Revised Plan, which was be duly sanctioned by the concerned Authority.

1.13 **TRANSFER:** shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE-II: COMMEENCEMENT & DURATION

2. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will come to an end.

ARTICLE-III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The owner hereby declares that they are the absolute owners of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges. Attachments, acquisition or requisition whatsoever or any structure thereon.

3.2 That the owner hereby agreed that they will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.3. That the owners hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection. Proposed site plan, Building, plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent Land and betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein.

3.4. That the owners shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the developer during 14 such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent

authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer.

3.5 That the owners hereby undertakes to deliver and/or handover all the Photocopies and/or Original of all the Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents whenever called for production of the same by the Developer.

3.6 That the Owners hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into agreement for sale. Lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owner's allocation as mentioned.

3.7 The Owners hereby agrees to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose use of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub- Registrar or other

Registrars, who has authority to register the Deed of transfer and other documents and if required owner will put her signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join in the Deed of 1 Conveyance as owners for Transfer the Flat to the intending purchaser

3.8 The owners hereby undertakes not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending Purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period. Then the owner will be entitled to get compensation /damages from the Developer as deemed fit by the Developer. Be it mentioned here that the Time will be essence of the contract.

3.9 That the Owners hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 30 months from the date of obtaining the Sanctioned Building Plan and such time shall be enhanced and/or extended for any force-majeure, acts of God, lockdowns, pandemic, hindrances due to corona virus etc. and/or other reasons which is or are or shall be beyond

control of the Developer and if the Developer will fail or neglect to handover the possession of Owners Allocation within the said stipulated 30 months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law. But in any case the completion of the project shall be done latest within 48 months from the date of execution of this Agreement.

ARTICLE – IV: DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The Developer hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned by the concerned Municipal Authority, concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G UPPER STORIED-storied Building will be submitted for sanction before the Rajpur-Sonarpur Municipality .

4.2 The Developer hereby declares to take care of the local hazards or accident during the continuation, of construction and the owner shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owner or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer

and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building within aforesaid stipulated months from the date of execution and Registration of this Agreement, and if required, the owner will further allow aforesaid stipulated months for delivery of possession of the owners allocation without claiming any damages. It is also agreed that the delivery of possession of the owners' allocation will be made first and after that the Developer will be entitled to handover possession of the Developer's Allocation and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that the Developer will obtain Completion Certificate (C.C.) at its/his own cost expenses and Photo copy of the same will be given to all the owners/occupiers of the units of the newly constructed building.

4.4 That the notice for delivery of possession of the Owner's Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner are bound to take possession within 15 days from the date of service of this letter. If the owner fails to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice.

That the owner shall have to clear all the dues, if any due is caused, due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

4.5 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner are not to interfere during the construction and after completion of the building and handover of the same to the Owner and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

ARTICLE-V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and ! proportionate share of the land as Developer's allocation.

5.2 That if the Developer fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the Owner shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

ARTICLE-VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owners in undisputed possession in respect of the owner's allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at his /its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. The Developer on completion of the building shall obtain Completion Certificate from the Appropriate Authority concerned at its own costs and expenses.

6.4 That the Developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self- contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter

connection shall be paid by the owner to the Developer for their respective meters in the individual name(s) of the Owner(s). It is also mentioned that the Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owners.

ARTICLE-VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats' owners will pay due according to their shares.

7.2 As soon as the respective self-contained flat is completed the developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the newly constructed building and after 15 days from the date of service of such notice and at all times, thereafter the owner shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owner's allocation the said rates to be apportioned prorata basis with reference to the saleable space in the building if any are levied on the building as whole.

7.3 The Owners and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the

Central or State Govt, or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owner hereby agreed that she shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner for the same the developer will be entitled to get damages.

7.4 The owners or their agents or representatives or any third party of the owner's behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or her legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE-VIII. COMMON RESTRICTIONS

THE OWNER'S ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS:

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any

purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal/Municipal corporation authority concern in this behalf.

8.3 Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.4 The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5 No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

8.7 Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, rebuilding and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE-IX. OWNER'S DUTY & INDEMNITY

9.1 The owners doth hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due

to any boundary dispute amongst the contagious land owner, then owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2 The owners or her legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3 It is agreed that the owners will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in hespect of the owners allocation in 1 the building without any written consent from the Developer.

9.4 That the owners and their legal heirs thereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir of the said owner owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein

ARTICLE-X. DEVELOPER'S DUTY

10.1 That the Developer hereby agrees and covenants with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the owner's allocation in the building at the said premises after delivery of Re-possession thereof to the owner and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.

10.2 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of of the owner's allocation.

ARTICLE-XI. MISCELLANEOUS

11.1 The Owners and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owner and/or her transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.3 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

11.4 This Agreement shall be binding upon the Parties and their respective heirs. Successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provisions.

The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

ARTICLE-XII IMPOSSIBILITY AND FORCE MAJEURE

12. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or resulting from the following force majeure events : (a) acts of God; (b) flood, fire,

earthquake, or explosion; (c) war, invasion. Hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law or lockdown; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (t) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats (e.g. corona virus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event. The Impacted Party shall give prompt notice of the Force Majeure Event to the other party.

ARTICLE-XIII. ARBITRATION/LEGAL REMEDY CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable

OR ↓

SINCE, this transaction has taken place at HARINAVI, WEST BENGAL As such, appropriate and competent Courts of SOUTH 24 PARGANAS District shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Agreement.

SCHEDULE-A OF PROPERTY (Said Property)

All That piece and parcel of homestead / bastu land total measuring about 5 cottah 7 chitack 43.5 sq.ft. area (approx 9 satak) out of which

Snehamoy Roy is owner of 4 cottah 1 chittack 38.5 sq.ft. land (7 satak) and Malati Roy is owner of 1 cottah 6 chittack 1.5 sq.ft. (2 Satak) land in mouza Harinavi, J.L. No. 36, Touji no. 109, L.R. Dag no. 195, L.R. Khatian no. 3904, 3903; under Rajpur Sonarpur Municipality, ward no. 18, Assessment no. 1104302134429 and 1104302134428; holding no. 8 & 9, P.S. Sonarpur, District South 24 parganas Kolkata – 700148, butted and bounded as follows:

On the North : Common passage

On the South : Land of Dag no. 195 (part)

On the East : Municipality Road, (Mitra Para 2nd Lane), 40 feet wide.

On the West : Portion of Dag no. 195.

(SPECIFATION OF CONSTRUCTION FOR THE FLATS/UNITS)

- # Structure: R.C.C. Frame structure with individual footing or raft foundation, piling may or may not be required will be decided as per soil test report.
- # Cement Block Work: Outer wall and common wall 8" and 4" brickworks wall respectively with good quality brick in cement mortar joint.
- # Flooring: Floor will be Marble/Stone or Tiles.
- # Doors and. Fittings: Al door-frame will be of Sal wood, Main door shutter will be hot press flush door with one side teak ply with necessary fittings and fixtures. Other doors will be hot press flush doors with necessary fittings and fixtures
- # Window: Aluminum sliding window with float glass. MS Grill will be put as and where required.
- # Wall Finishing: Internal walls to be finished with 2 mm thick putty.
- #Kitchen: Kitchen countertop will be Black stone with steel sink with Branded Coloured tiles dado above the kitchen platform up to 2' height.

#Toilets and Sanitary: All toilets will be provided with Indian/European style water closet and P. V. C. Cistern, Glazed tiles upto 5' height with Branded C.P fittings.

ELECTRICAL POINT: In Owners' allocated Flat will be provided with the following Electrical point.

All wiring will be done by copper wire.

Bed room each: 1 No. Single bracket point, 1 No. tube light point, 1 No. Fan point, 2 Nos. of AC Point.

Drawing/ Dining Room: 2 No. Fan point, 1 No. Jhar point, 1 No. tube light point, 1 No. single bracket point, 2 No. 5115 Amps Plug Point on switch board. 1 No. 15 Amp Plug Point for Freeze, in drawing room, 1 No. 5 Amp for TV/VCR point, 1 No. 15 Amp. Plug point for washing machine,

Kitchen: 1 No. light point, 1 No. exhaust Fan Point, 1 No. 15 Amp Plug Point for Mixy and others.

Toilet (Common): 1 No. light point, 1 No. 5 Amp plug point, 1 no. Exhaust Fan point, 1 No. Geyser point.

Toilet attached: 1 No. light point, 1 no. Exhaust Fan point.

Balcony: 1 No. light point, 1 No. 5/15 Amp plug on Switch board.

Door Entrance: 1 No. Calling. Bell point.

Roof/Terrace Finish: Standard water proofing treatment as per ISI code and Concrete/Tile/ protective layer.

Reservoir: Common reservoir one underground and another on the terrace

lift, lift well and its accessories.

Cement to be used Lafarge Cement / Ultratech.

Iron Rods Tata Steel / Shyam Steel.

CCTV Camera installed of good quality.

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

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES:-

1. *Sanjay Auddy*
S/o. G. Prebhat Pr. Auddy
Abaser, Etachi
Howrah
(co)keto - 700103

Surehamoy Roy

Malati Roy

SIGNATURE OF THE OWNERS

2. *Japas Haldor*
180, S. B. Das Rd
KOL-149.

D. M. CONSTRUCTION

Dhiman Kumar Koli
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me,

Sanjay Auddy

Sanjay Auddy

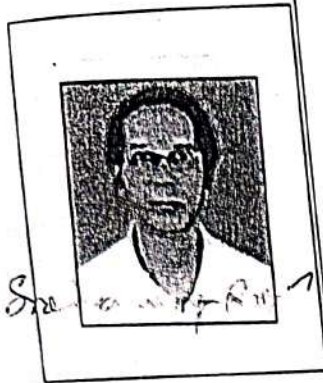
Mob : 6290662258.

Advocate

High Court, Calcutta.

Enroll: F-25/1237/1999

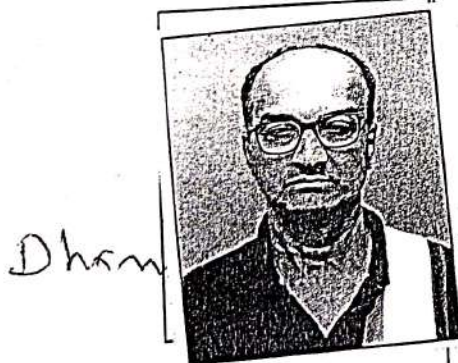
SPECIMEN FORM FOR TEN FINGERPRINTS



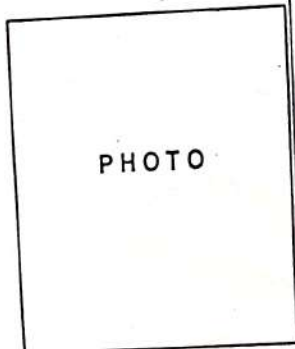
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



180720242012712231

GRIPS Payment Detail

GRIPS Payment ID:	180720242012712231	Payment Init. Date:	18/07/2024 17:15:57
Total Amount:	6541	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7684862684457	BRN Date:	18/07/2024 17:16:09
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Dhiman Kumar Kali
Mobile: 6290662258

Payment (GRN) Details

Sl No	GRN	Department	Amount (₹)
1	192024250127122328	Directorate of Registration & Stamp Revenue	6541
Total			6541

IN WORDS: SIX THOUSAND FIVE HUNDRED FORTY ONE ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID

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



192024250127122328

GRN Details

GRN:	192024250127122328	Payment Mode:	SBI Epay
GRN Date:	18/07/2024 17:15:57	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7684862684457	BRN Date:	18/07/2024 17:16:09
Gateway Ref ID:	CHQ5458727	Method:	State Bank of India NB
GRIPS Payment ID:	180720242012712231	Payment Init. Date:	18/07/2024 17:15:57
Payment Status:	Successful	Payment Ref. No:	2001910694/3/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Dhiman Kumar Kali
Address:	s n ghosh avenue elachi kol 103
Mobile:	6290662258
Period From (dd/mm/yyyy):	18/07/2024
Period To (dd/mm/yyyy):	18/07/2024
Payment Ref ID:	2001910694/3/2024
Dept Ref ID/DRN:	2001910694/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001910694/3/2024	Property Registration-Stamp duty	0030-02-103-003-02	6520
2	2001910694/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				6541

IN WORDS: SIX THOUSAND FIVE HUNDRED FORTY ONE ONLY.

PAID

Major Information of the Deed

Deed No.	I-1608-06183/2024	Date of Registration	19/07/2024
Query No./Year	1608-2001910694/2024	Office where deed is registered	
Query Date	18/07/2024 4:27:52 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sanjay Auddy High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 6290662258, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 47,04,985/-		
Stamp duty/Paid (SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

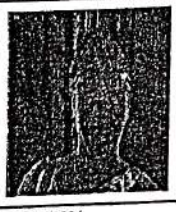
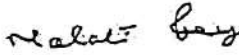
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mitrapara 2nd Lane, Mouza: Harinabhi, , Ward No: 18, Holding No:8 JI No: 36, Pin Code : 700148

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-195 (RS :-)	LR-3904	Bastu	Bastu	4 Katha 1 Chatak 38.5 Sq Ft	1/-	35,25,467/-	Width of Approach Road: 40 Ft.,

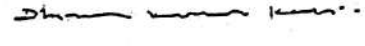
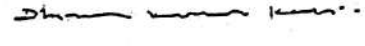
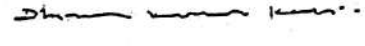
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mitrapara 2nd Lane, Mouza: Harinabhi, , Ward No: 18, Holding No:9 JI No: 36, Pin Code : 700148

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-195 (RS :-)	LR-3903	Bastu	Bastu	1 Katha 6 Chatak 1.5 Sq Ft	1/-	11,79,518/-	Width of Approach Road: 40 Ft.,
Grand Total :					9.0635Dec	2/-	47,04,985 /-	

Sl No	Name	Address	Photo	Finger Print	Signature
1	Mr Snehamoy Roy Son of Sitangshu Shekar Roy Executed by: Self, Date of Execution: 19/07/2024 , Admitted by: Self, Date of Admission: 19/07/2024 ,Place : Office			 Captured	 19/07/2024
Shibnath Sashtri Road, City:- Not Specified, P.O:- Harinavi, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700148 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX0 , PAN No.: adxxxxxx7m,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/07/2024 , Admitted by: Self, Date of Admission: 19/07/2024 ,Place : Office					
2	Mrs Malati Ray, (Allas: Mr Malati Roy) Wife of Mr Snehamoy Roy Executed by: Self, Date of Execution: 19/07/2024 , Admitted by: Self, Date of Admission: 19/07/2024 ,Place : Office			 Captured	 19/07/2024
Shibnath Sashtri Road, City:- Not Specified, P.O:- Harinavi, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700148 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: auxxxxxx1m,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/07/2024 , Admitted by: Self, Date of Admission: 19/07/2024 ,Place : Office					

Developer Details :

Sl No	Name	Address	Photo	Finger print	Signature
1	D.M.Construction S N Ghosh Avenue,elachi, City:- Not Specified, P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 Date of Incorporation:XX-XX-2XX7 , PAN No.: bfxxxxxx1d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative				

Sl No.	Name Address Photo Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Dhiman Kumar Kali (Presentant) Son of Madhusudan Kali Date of Execution - 19/07/2024, , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office </td> <td></td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>Jul 19 2024 11:39AM</td> <td>LTI 19/07/2024</td> <td>19/07/2024</td> <td></td> </tr> </tbody> </table> S N Ghosh Avenue, elachi, City:- Not Specified, P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: bfxxxxxx1d, Aadhaar No: 25xxxxxxxx9381 Status : Representative, Representative of : D.M.Construction (as Developer)	Name	Photo	Finger Print	Signature	Mr Dhiman Kumar Kali (Presentant) Son of Madhusudan Kali Date of Execution - 19/07/2024, , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office		 Captured		Jul 19 2024 11:39AM	LTI 19/07/2024	19/07/2024	
Name	Photo	Finger Print	Signature										
Mr Dhiman Kumar Kali (Presentant) Son of Madhusudan Kali Date of Execution - 19/07/2024, , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office		 Captured											
Jul 19 2024 11:39AM	LTI 19/07/2024	19/07/2024											

Identifier Details :

Name	Photo	Finger Print	Signature
Sanjay Auddy Son of Late Prabha Kumar Auddy Abasar Elachi, City:- , P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700103		 Captured	
19/07/2024	19/07/2024	19/07/2024	

Identifier Of Mr Snehamoy Roy, Mrs Malati Ray, Mr Dhiman Kumar Kali

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Snehamoy Roy	D.M.Construction-4 Katha 1 Chatak 38.5 Sq Ft

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs Malati Ray	D.M.Construction-1 Katha 6 Chatak 1.5 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mitrapara 2nd Lane, Mouza: Harinabhi, , Ward No: 18, Holding No:8 JI No: 36, Pin Code : 700148

Sch No	Plot & Khatian Number	Details of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 195, LR Khatian No:- 3904	Owner: স্নেহময় রায়, Gurdian: সীতারাম রায়, Address: নিজ, Classification: বাস, Area: 0.07000000 Acre,	Mr Snehamoy Roy

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mitrapara 2nd Lane, Mouza: Harinabhi, , Ward No: 18, Holding No:9 JI No:36, Pin Code : 700148

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 195, LR Khatian No:- 3903	Owner:মালতী রায়, Gurdian:জহময় , Address:নিজ , Classification:বাড়, Area:0.02000000 Acre,	Mrs Malati Ray

Endorsement For Deed Number : I - 160806183 / 2024

On: 19-07-2024

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 (g) 46 (i), W.B. Registration Rules, 1962)

Presented for registration at 11:32 hrs on 19-07-2024, at the Office of the A.D.S.R. SONARPUR by Mr Dhiman Kumar Kali ..

Certificate of Market Value (WB P.V.M. rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 47,04,985/-

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

Execution is admitted on 19/07/2024 by 1. Mr Snehamoy Roy, Son of Sitangshu Shekar Roy, Shibnath Sashtri Road, P.O: Harinavi, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700148, by caste Hindu, by Profession Service, 2. Mrs Malati Ray, Alias Mr Malati Roy, Wife of Mr Snehamoy Roy, Shibnath Sashtri Road, P.O: Harinavi, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700148, by caste Hindu, by Profession House wife

Indetified by Sanjay Auddy, . . Son of Late Prabha Kumar Auddy, Abasar Elachi, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-07-2024 by Mr Dhiman Kumar Kali, Developer, D.M.Construction, S N Ghosh Avenue, elachi, City:- Not Specified, P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103

Indetified by Sanjay Auddy, . . Son of Late Prabha Kumar Auddy, Abasar Elachi, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/07/2024 5:16PM with Govt. Ref. No: 192024250127122328 on 18-07-2024, Amount Rs: 21/-, Bank: SBI
EPay (SBlePay), Ref. No. 7684862684457 on 18-07-2024, 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 500.00/-, by online = Rs 6,520/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1879, Amount: Rs.500.00/-, Date of Purchase: 18/07/2024, Vendor name: Subhojit Deb

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/07/2024 5:16PM with Govt. Ref. No: 192024250127122328 on 18-07-2024, Amount Rs: 6,520/-, Bank: SBI
EPay (SBlePay), Ref. No. 7684862684457 on 18-07-2024, Head of Account 0030-02-103-003-02



Arindam Chakraborty

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1608-2024, Page from 128647 to 128682
being No 160806183 for the year 2024.



AZ

Digitally signed by ARINDAM CHAKRABORTY
Date: 2024.08.02 11:52:41 +05:30
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 02/08/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.