

DEVELOPMENT AGREEMENT

BETWEEN

➤ SRI SANTANU SADHUKHAN

OWNER / FIRST PARTY

AND

MAA TARA CONSTRUCTION,

a Proprietorship Firm represented
by its sole proprietor SMT. GANGA DEY

DEVELOPER.....

DRAFTED & PREPARED BY:

KAUSHIK DUTTA

LLM. Advocate

Enrolment No. WB-F/1532/1626 of 2014

Sealdah Civil Court, Kolkata- 14

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e-mail : kaushikdutta871@gmail.com

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



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Certified that the Document is admitted for Registration. The Signature Sheet and endorsement sheets attached to this document are the part of this Document.

Additional Registrar
Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

24 MAY 2023

THIS DEVELOPMENT AGREEMENT is made this 31st day of MARCH, Two thousand twenty three (2023).

BETWEEN

75782

Gold ID: K. Dutta Adv.
Sealdah Court
- 3 FEB 2023
L.S.T. P. S. High Court A.S.



Arun Das.
S/o Lt Nani Gopal Das.
22 Sarat Chatterjee Rd.
Kol-89
P.S - Lake town
P.O - Lake town
i.c.c Business.

24 MAY 2023

SRI SANTANU SADHUKHAN, PAN - AQUPS5812P, Aadhaar No. 4121 5596 5519, Mobile No.9800262555, son of late Goutam Sadhukhan, residing at 60/18A, Gouribari Lane, Kolkata 700004, Police Station Burtolla in the District of South 24-Parganas, by faith Hindu, by occupation Service, by Nationality Indian hereinafter referred to as the **OWNER / FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **ONE PART**.

AND

MAA TARA CONSTRUCTION,

a Proprietorship Firm represented by its sole proprietor **SMT. GANGA DEY, PAN-EOKPS0943J, Mobile No. 9748407652,** wife of Sri. Swapan Dey, daughter of late Binod Bihari Sen, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 3, Ratan Neogi Lane, Police Station-Maniktala, P.O. : Sahityaparisad, Kolkata-700004, herein after referred to as the **DEVELOPER** (Which term or expression shall unless otherwise excluded by or

repugnant to the subject or context be deemed to mean and to include her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND WHEREAS one *Amullya Charan Sadhukhan*, since deceased, was the sole and absolute owner of **ALL THAT** land measuring 2 (two) cottahs 8 (eight) chittaks be the same a little more or less together with two storied dwelling house thereon standing situate and lying at Premises No. 60/18, Gouri Bari lane, Kolkata 700004, within Ward No. 15 of Kolkata Municipal Corporation, Police Station Burtala.

AND WHEREAS said *Amullya Sadhukhan* died intestate leaving behind his two sons namely *Nabagopal Sadhukhan* and *Dinabandu Sadhukhan* as his only legal heirs and successors.

AND WHEREAS on death of said *Amullya Sadhukhan*, said *Nabagopal Sadhukhan* and *Dinabandu Sadhukhan* became the joint and equal owners of the said land with two storied building at Premises No. 60/18, Gouri Bari lane, Kolkata 700004 and each of them having undivided 2 share or part in the said land and building.

AND WHEREAS by a registered Deed of Partition dated 22nd November, 1957, registered at the office of the Sub-Registrar of Assurance at Calcutta and recorded in Book No.1, Volume No. 128, pages 102 to 110, being No. 4224 for the 1957 made between *Nabagopal Sadhukhan* and *Dinabandu Sadhukhan*, the said *Nabagopal Sadhukhan* was allotted absolutely and in severalty in **ALL THAT** land measuring an area of thirteen (13) chittaks ten (10) square feet be the same more or less together with two storied brick built dwelling house thereon standing situate and lying at and being the eastern portion or side of Premises No. 60/18, Gouri Bari lane, Kolkata 700004, within Ward No. 15 of Kolkata Municipal Corporation, Police Station Burtala as more particularly described as **Lot 'A'** in **Schedule 'kha'** there under written and delineated in the **Map or plan** annexed thereto.

AND WHEREAS since partition, said eastern portion of land and building at Premises No. 60/18, Gouri Bari lane, Kolkata 700004 was renumbered as Premises No. 60/18A, Gouri Bari lane, Kolkata 700004.

AND WHEREAS said *Amullya Sadhukhan*, while sized and possessed as sole owner in respect of said land and building at premises No. 60/18A, Gouri Bari lane, died intestate on 26th November, 1987 leaving behind his wife, *Kamala Sadhukhan* and his only son, *Goutam sadhukhan* and his only married daughter, *Smt. Swapna Pramanick* as his legal heirs and successors.

AND WHEREAS said *Smt. Kamala Sadhukhan* died intestate on 22nd August, 1999 leaving behind her only son, *Goutam Sadhukhan* and her only married daughter, *Smt. Swapna Pramanick* as his legal heirs and successors.

AND WHEREAS on death of said *Amullya Sadhukhan* and *Smt. Kamala Sadhukhan*, said *Goutam Sadhukhan* and *Smt. Swapna Pramanick* became the joint and equal owners in respect of said land and building at Premises No. 60/18A, Gouri Bari Lane and each of them having *undivided ½ share* or part in the said land and building.

AND WHEREAS said *Smt. Kamala Sadhukhan* died intestate on 8th December, 2012 leaving behind his wife *Smt. Sabita Sadhukhan* and his only son, *Santanu Sadhukhan*, the Owner herein and his only married daughter, *Smt. Smt. Sujata Majumdar* as his legal heirs and successors.

AND WHEREAS on death of said *Goutam Sadhukhan*, said *Smt. Sabita Sadhukhan*, *Santanu Sadhukhan* and *Smt. Sujata Majumdar* became the joint owners of said *undivided ½ share* or part in the said land and building at Premises No. 60/18A, Gouri Bari Lane which was left by said *Goutam Sadhukhan* and each of them having *undivided 1/6th* (one-sixth) share or part in the said land and building.

AND WHEREAS by a *Deed of Gift* dated 16th day of December, 2014, registered at the office of the Additional Registrar of Assurances -II, Kolkata and recorded Book No. 1, CD Volume No. 77, pages 176 to 189, being No. 15356 for the year 2014, said *Smt. Sabita Sadhukhan* and *Smt. Sujata Majumdar* jointly gave, donated and transferred by way of Gift unto the said *Santanu Sadhukhan*, the Owner herein **ALL THAT** undivided **1/3rd** (one-

third) share or part in **ALL THAT** land measuring an area of thirteen (13) chittaks ten (10) square feet be the same a little more or less together with two storied brick built dwelling house thereon standing situate and lying at Premises No. 60/18A, Gouri Bari lane, Kolkata 700004, within Ward No. 15 of Kolkata Municipal Corporation, Police Station Burtala as more particularly described in Schedule there under written.

AND WHEREAS by an another *Deed of Gift* dated 16th day of December, 2014, registered at the office of the Additional Registrar of Assurances -II, Kolkata and recorded in Book No. 1, CD Volume No. 77, pages 190 to 203, being No. 15357 for the year 2014, said *Smt. Swapna Praramanick* gave, donated and transferred by way of Gift unto the said *Santanu Sadhukhan*, the Owner herein **ALL THAT undivided $\frac{1}{2}$ share** or part in **ALL THAT** land measuring an area of thirteen (13) chittaks ten (10) square feet be the same a little more or less together with two storied brick built dwelling house thereon standing situate and lying at Premises No. 60/18A, Gouri Bari lane, Kolkata 700004, within Ward No. 15 of Kolkata Municipal Corporation, Police Station Burtala as more particularly described in Schedule there under written.

AND WHEREAS by inheritance and by two separate *Deed of Gift*, said *Santanu Sadhukhan* became the sole and absolute owner of **ALL THAT** land measuring an area of thirteen (13) chittaks ten (10) square feet be the same a little more or less together with two storied brick built dwelling house thereon standing situate and lying at Premises No. 60/18A, Gouri Bari lane, Kolkata 700004, within Ward No. 15 of Kolkata Municipal Corporation, Police Station Burtala.

AND WHEREAS thereafter, said *Santanu Sadhukhan* mutated his name in the record of Kolkata Municipal Corporation in respect of said land and building at premises No. 60/18A, Gouri Bari Lane which was assessed as **Assessee No. 110150501350** and paid rates and taxes as recorded sole owner.

AND WHEREAS said *Santanu sadhukhan*, the owner herein intend to develop the said property by raising a four (4) storied building on the said plot of land at Premises No. 60/18A, Gouri Bari Lane, Kolkata 700004 as per sanctioned building plan of Kolkata Municipal Corporation and authority; or any other competent authority.

AND WHEREAS the Owners have marketable title to the property and the said premises is free from all encumbrances, charges, liens, lispendends, attachment, trust whatsoever or howsoever and are now ceased and possessed of or otherwise well sufficiently entitled to all that the said premises.

AND WHEREAS the Owners are desirous of getting help of a Builder/Developer who may invest fund in construction of the five storied building on the said plot of land in accordance with the sanctioned building plan of Kolkata Municipal Corporation and any other Competent Authority.

AND WHEREAS the Developer introduced herself to the Owner/First Party as a person who carries on business as Promoter, Builder and Developer of immovable properties having sound financial base.

AND WHEREAS it has been agreed mutually that the Developer will erect five (ground plus four) storied building subject to Municipal approval and sanctioned building plan of the South Dum Dum Municipality and other Competent Authorities.

AND WHEREAS said Developer/Second Party has already entered into two (2) Development Agreement with adjacent premises being No. 60/18B and 60/19, Gouribari Lane, Kolkata 700004 with intention to amalgamate the said premises with premises of the First Party being No. No. 60/18A, Gouri Bari lane and the proposed ***G+4 storied building*** will be constructed on the said amalgamated plots of land. ✓

AND WHEREAS it has been further agreed that the Owner, ***Santanu Sadhukhan*** in construction of the land at Premises No. 60/18A, Gouribari Lane, Kolkata 700004, provided by the said Owner would be entitled to get as consideration in kind by way of fully completed self-contained composite **two (2) flats** that is to say (i) ***one flat measuring 500 square feet covered area more or less on the Second floor (Road side south facing)*** and (ii) ***another flat measuring 1000 square feet covered area more or less on the Third floor (Road side south facing)*** and (iii) ***one open car parking space measuring 150 square feet more or less on the Ground floor*** of the proposed building in the amalgamated Premises at 60/18A, Gouribari Lane, Kolkata 700004, as fully

described in the **Schedule - 'B'** hereunder as per sanctioned building plan by the Kolkata Municipal Corporation.

AND WHEREAS the Owners/First Party accepted the offer of the Developer/Second Party and agreed to do the job of construction of the proposed building on the said amalgamated plot of land as per building plan to be sanctioned by the Kolkata Municipal Corporation upon the terms and conditions stated hereinafter.

AND WHEREAS to avoid ambiguity and future dispute as to the meaning of and or repeated use of words and phrases' in these presents, the parties hereto have agreed to define the following terms or words as follows:-

- (a) **TITLE DEEDS :** Shall mean the documents that is (i) Deed of Partition dated 22nd November, 1957, being No. 4224 for the 1957, (ii) Deed of Gift dated 16th day of December, 2014, being No. 15356 for the year 2014, (iii) Deed of Gift dated 16th day of December, 2014, being No. 15357 for the year 2014, in respect of the Premises No. 60/18A, Gouri Bari lane, Kolkata 700004.

- (b) **PREMISES:** Shall mean at all piece or parcel of land particularly mentioned and described in the **Schedule 'A'** hereunder written.
- (c) **BUILDING:** Building shall mean the said five-storied (Ground plus Four) R.C.C. structure/building to be constructed according to the plan sanctioned on the said plot of land according to the drawings, plans and specifications approved by the Architect and Structural Engineer also approved and sanctioned by the Kolkata Municipal Corporation and/or any other Competent Authority.
- (d) **BUILDING PLAN :** Shall mean drawings plan and specifications for construction of the said building on the said plot of land to be sanctioned by the Kolkata Municipal Corporation or any other Competent Authority and shall include any renewal or amendments thereto and/or modifications thereof made or caused by the Builder/Developer after due approval of the owners and any other Government or Competent Authority.

(e) **COMMON AREAS COMMON SPACE, COMMON FACILITIES AND AMINITIES** : Shall include roof or terrace, stair, stairway, stair room, corridors, hall ways, open space around the building, passage ways, driveways, common lavatories, pump room, tube well, underground water reservoir or overhead water tank, water pump and motor, lift and other facilities which may be mutually agreed upon between the parties and require the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972 and clause (v) of section 8 of West Bengal Building (Regulation of Promotion of Construction by Promoter) Act, 1993 and also set-forth in **Schedule -'D' hereunder.**

(f) **LAND-OWNER** mean **SANTANU SADHUKHAN** (PAN - AQUPS5812P, Aadhaar No. 4121 5596 5519, Mobile No.9800262555, son of Late Goutam Sadhukhan, residing at 60/18A, Gouribari Lane, Kolkata 700004, Police Station Burtolla in the District of South 24-Parganas.

(g) **DEVELOPER : MAA TARA CONSTRUCTION,** a Proprietorship Firm represented by its sole proprietor **SMT. GANGA DEY,** PAN- EOKPS0943J , Mobile No. : 9748407652, wife of

Sri. Swapan Dey, daughter of late Binod Bihari Sen , by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 3, Ratan Neogi Lane, Police Station-Maniktala, P.O. : Sahityaparisad, Kolkata-700004.

- (h) **OWNER'S ALLOCATION** : Shall always mean and include consideration in kind by way of delivery of fully completed self contained composite two (2) flats that is to say *(i) one flat measuring 500 square feet covered area more or less on the Second floor (Road side south facing)* and *(ii) another flat measuring 1000 square feet covered area more or less on the Third floor (Road side south facing)* and *(iii) one open car parking space measuring 150 square feet more or less on the Ground floor* of the proposed building in the amalgamated Premises at Gouri Bari Lane Kolkata 700004, together with common areas and common facilities and proportionate share in the land and Premises at 60/18A, Gouri Bari lane, Kolkata 700004 as fully described in the **Schedule -'B'** hereunder.
- (i) **DEVELOPER'S ALLOCATION** : Shall always mean the rest of the premises and completed portion of the built/constructed **(G+4)**

storied building as per sanctioned plan including the proportionate undivided interest or share in the land and in the common areas and facilities of the said building and premises including proportionate share or interest in the land of the ground plus four storied building together with right to use occupy and enter into agreement for sale, transfer, lease and let out or in any way transfer or deal with the same after handing over the Owners' allocation to the Land Owners to their full satisfaction as per specification and sanctioned building plan in terms of this agreement.

NOW THIS AGREEMENT WITNESSETH *and it is hereby mutually agreed and declared by and between the parties hereto as follows:*

1. In pursuance of the aforesaid agreement, the Owners hereby grant right to the Developer to build a Ground plus four-storied building containing flats/apartments, garage, shops, Commercial units etc. as per sanctioned building plan by the Kolkata Municipal Corporation and to allot sell the said flats/apartments, garage, shops, commercial units comprised of Developer's allocation as fully described in the

Schedule 'C' hereunder to various prospective buyers/allottees selected by the Developer and to obtain necessary advances and consideration money from intending Purchaser or Purchasers or allottees on such terms and conditions as the Developer may deem fit and proper save and except two (2) self-contained composite flats i.e. that is to say (i) *one flat measuring 500 square feet covered area more or less on the Second floor (Road side south facing)* and (ii) *another flat measuring 1000 square feet covered area more or less on the Third floor (Road side south facing)* and (iii) *one open car parking space measuring 150 square feet more or less on the Ground floor* of the proposed building in the Premises at Gouri Bari Lane Kolkata 700004 being the Owners' allocation as fully described in the **Schedule - 'B'** hereunder.

2. **The Developer** shall have the authority and or right and or power to amalgamate the said premises with other contiguous and/or attached premises being No. 60/18B and 60/19 Gouri Bari Lane, Kolkata 700004 for better facilities to use proposed five storied building but in that case also, the owner shall get the above mentioned allocation from the said proposed building on the said amalgamated plot of land. The area, position and specification shall remain unchanged.

3. The Developer shall be bound to pay any fees, charges/fines or penalties to the Municipality/Corporation at the time of obtaining Completion Certificate (C.C).
4. The Developer/Second Party hereby also undertakes to allot/deliver unto the Owner/First Party on ownership basis **two (2) flats/apartments** and one open Garage fully completed as per plan and specification in the newly constructed proposed building as fully described in **Schedule 'B'** hereunder free of any as fully described in the Schedule cost/charges as in develop or construction of the said land by the Developer.
5. That the Developer shall pay a sum of **Rs. 1,00,000/=** (Rupees one lakh only) as refundable interest free amount and /or interest free adjustable amount to the owner in following manner:

- (a) **Rs. 50,000/-** (Rupees fifty thousand only) shall be pay at the time of execution and registration of this Development Agreement.

- (b) Rs. 50,000/- (Rupees fifty thousand only) shall be pay at the time of execution and registration of Power of Attorney.

AND the said interest free amount of Rs. 1,00,000/- (Rupees one lakh only) will be refunded by the Owner to the Developer at the time of taking possession of Owner' allocation of newly constructed building at his full satisfaction.

6. The Second Party/Developer-Promoter agrees to delivery of peaceful possession of two (2) newly constructed flats and one (1) *open Garage/car parking space complete in all respects being Land Owner' share* described in the **Schedule 'B'** below free of any cost of ownership basis within *24 (twenty four) months from the date of sanction of the building plan* by the Corporation and the Owner/First Party shall be the sole owner of the "Owner's Allocation" comprised of two (2) flats that is to say (i) *one flat measuring 500 square feet covered area more or less on the Second floor (Road side south facing)* and (ii) *another flat measuring 1000 square feet covered area more or less on the*

Third floor (Road side south facing) and (iii) one open car parking space measuring 150 square feet more or less on the Ground floor of the proposed building in the amalgamated Premises at 60/18A, 60/18B and 60/19A, Gouri Bari Lane Kolkata 700004, as fully described in the **Schedule B** herein.

7. **The** Land-Owners shall not deliver possession of the land and their dwelling house of the said premises immediately after signing of the agreement. The Owner after sanction of the building plan by the Municipal Authority and on verification of the actual position, measurement and actual location of his allotted/ proposed Owner's allocation and being satisfied shall give delivery of vacant possession of the premises to the Developer to proceed with the construction of the proposed new building on the said amalgamated land/premises according to the sanctioned building plan.
8. **The** Developer shall be bound to execute and register at his cost this agreement for development and Power of Attorney.

9. The Developer after delivery of vacant possession of the fully constructed and fully completed in all respects of Owners' Allocation of the proposed building of the said amalgamated premises, shall execute and register the conveyances in favour of prospective purchaser or Purchasers in respect of Developer's Allocation of the newly constructed building.
10. It is specifically mentioned herein that the Builder-Developer shall be entitled to receive at his sole discretion any advance earnest money consideration money or price from the prospective purchasers, allottees of flats and other portions comprised of 'Developer's Allocation' at her sole liabilities and responsibility and the Developer is solely liable financially and otherwise to the prospective purchasers / third party. The Owners/First Party are not in any way liable to any Third Party and intending purchaser or purchasers financially and otherwise in respect of the of flats and units of the Developer's allocation.
11. The Land Owner after getting possession of fully completed flats/units shall be bound to execute and register the conveyances in

favour of such prospective purchasers allottees or nominees of the Developer's allocation in respect of the proportionate share in the land that is land component comprised of the Developer's Allocation of flats, garages, units etc. of the said premises as and when required by the Builder-Developer after completion of the building and after giving delivery of vacant possession of the fully complete in all respect comprised of 'Owners' Allocation' of the proposed building but the Builder Developer shall be entitled to receive advance earnest money consideration money or price from the prospective purchasers, allottees of flats and other portions being 'Developer's Allocation' at the sole discretion of the Developer with the sole responsibility and sole financial liability of the Developer to the intending purchaser of flats/units etc. The Land Owner is not in any way liable financial or otherwise to the Third Party and intending purchaser/s of flats and units.

12. The building must be *five storied* (i.e. ground plus four storied) and shall be completed within *24 (twenty four) months from the date of sanctioned plan and the roof of the Fourth floor* shall be free from erection and shall be common for common use as roof or terrace.

13. The Developer shall collect/Procure sanctioned building plan within six (6) months from the date of execution of this agreement failing which this agreement shall stand automatically cancelled.
14. The Owner shall also execute and register a separate General Power of Attorney in favour of the Developer to facilitate the formalities of construction as well as to flats/apartments, garage, units etc. (save and except the Owners' Allocation of the building) to raise the fund by way of booking the flats in respect of the Developer's share or allocation described in the **Schedule -'C'** hereunder written. But this Power of Attorney shall not in any way create any financial liabilities involving the Owner.
15. The Land-Owner shall retain in their custody of all original Title Deeds and documents and shall deliver to the Developer copies of the Title Deed and on demands the Owner shall be bound to produce and shall allow inspection of all original Title Deed and documents relating to the said premises as and when require by the Developer and or intending purchaser/s of flats or their Advocates or Bank

authority. It is categorically provided that the Development Agreement shall be registered and this registered Development Agreement shall remain in the custody of the Developer.

16. The Developer shall maintain the standard quality of work by using the standard materials for construction of the building under keen supervision of the Developer and in case of any defect causing damage accident etc. the Developer shall be solely responsible. The Land Owner who shall time to time inspect the work and materials so as to suggest the Developer.
17. Be it specially agreed that the Developer shall pay the rent of the flat being the temporary alternative accommodation of land owner from the date of shifting to the alternative accommodation by the owner. The Developer shall pay the entire rent amount per month to the Land Owner within **7th day** of every current month by A/C Payee Cheque, the said owner shall occupy the said tenanted flat as alternative temporary accommodation till the proposed fully completed Owner's allocation of the proposed building are made over to the Owner to his full satisfaction after due intimation or notice in writing to such completion at least two months earlier to

such actual making over physical possession of the Owners' Allocation.

18. **The** Land-owners shall not be liable /responsible financially or otherwise to the Developer or to the intending purchaser or to any other party or parties. The Land-owner shall not be in any way responsible financially or otherwise to the said third party for booking of the flats/units by the Transferee from the Developer. The Land Owner shall not be liable for cost of supply of building materials or labour charges or wages of the workers or for any accident/ compensations. Workmen compensation or any compensation / damages of whatsoever nature which may arise during construction of the building. The Developer shall be solely liable for all suits, cases, litigation, claim, demand, damages compensation whatsoever of any Third party and or intending Purchaser or Purchasers of flats/units of the Developers' allocation and to do whatever necessary as the Developer may think fit and proper and shall be bound to indemnify the Landowner/First Party in case the owners sustain any loss or damages for the same.

22. Building shall be constructed in accordance with the sanctioned building plan. If any objection is raised or imposed by any appropriate authority/ authorities for any violation or deviation, the Developer shall be held responsible solely for all cost damages and have to face the consequences for the same but the time scheduled for finishing the construction must be maintained by the Developer.
23. In the event of the Developer fails to deliver possession of the Owners allocation herein provided completed in all respect to the Land Owners within the *period of 24 (twenty-four) months from the date of getting sanctioned building plan*, the Land Owners shall on issuing one month's notice in writing have the liberty to termination this agreement and take possession of the land and property with all erection/construction over the land treating this Agreement stand cancelled and the land and property will vest upon the Owner and the Owner shall take possession of the land and property, the Owner shall not be responsible for booking money, advances or part payment of the consideration money received by the Developer to the Third Party including the intending purchasers who booked or paid advances against of flats and/or other spaces in any case.

24. It is specifically agreed herein that before giving delivery of possession to the Owners, the Developer shall not be entitled to deliver possession of any flat or unit to any other person or persons comprised in Developer's Allocation. It is specifically further agreed herein that the Developer shall be bound to hand over Land-Owners' Allocation within the specific time, failing which the Developer shall be liable to pay compensation to the Land-Owner of **Rs. 10,000/-** (Rupees ten thousand only) per month till handing over to the Land-Owner of his allocated portion in complete condition.
25. It is specifically agreed that the Owner shall not be liable or responsible for booking money, advances or payment of the consideration money received by the Developer from the Third Party including the intending purchasers of flats/units comprised of flats/units of Developer's allocation booked or paid advances or price/consideration money against flats and/or other spaces in such case the Developer is solely liable to the Third Party/intending Purchaser/s without any right or any claim in any portion of the constructed building and premises of the Owner. In case of existence of Force Majeure or act of God i.e. flood, earthquake, war, storm, tempest, the time for construction may be extended by the parties mutually as the same is beyond the control of the parties hereto.

26. It is specifically further agreed herein that the Developer shall construct a five (Ground plus Four) storied building as per sanction plan and no further floor shall be construct in the said amalgamated premises but if any vertical expansion of the roof be allowed subject to approval of the competent Authority, *in that event the Owner shall be entitled to get one self contained flat measuring 300 square feet covered /built up area more or less OR equivalent Market price of 300 square feet covered /built up area of such constructed area at that relevant time shall be paid to the Owner as Owners' Allocation.* In that event ultimate roof shall be common to all owners/occupiers of the building.
27. **The** Developer shall not be allowed to assign the benefits of this agreement or transfer right to develop this property by any other person or company. The privity of the contract shall be maintained and the Developer without prior consent in writing shall not enter into any agreement or partnership with any other party or Developer. The Developer shall himself undertake the development or construction work of the project by himself and through his men, workers, specialists and engineers.

28. The Developer shall not encumber or mortgage, charge the property at Premises No. 60/18A, Kolkata 700004 or any portion of the said property and the owner or the said premises shall not be liable or responsible for any loan taken by the Developer from any financier or financial institution or for any money received by the Developer from the intending purchaser of flats or any portion of the Developer's Allocation of the building. It is provided that the prospective purchasers of flats/units etc. may take loan from financial institution against their flats/units at the time of sale of their flats units comprised of Developer's Allocation after delivery of possession to the Owners in compliance of these presents in compliance of the terms of this agreement.
29. That all original documents of title shall remain with the owner till they or their heirs retain possession of any portion of the said building as owner and if the owners, their heirs sell transfer assign the said Owner's Allocation entirely in that event the owner shall have to make over all original title deeds to the Association of flat owners. Furthermore, the owner or his heirs shall be liable to produce the original documents in any Court Tribunal and/or any Statutory Authority to prove the title of the owners of the land and to allow inspection and extract there from as and when required.

The original sanctioned plan, this Registered Development Agreement and Registered Power of Attorney shall remain in the custody of the Developer till the same are not handed over to the Association of flat owners. The Developer shall be bound to produce to the Owners the same as and when required by them.

THE SCHEDULE 'A' ABOVE REFERRED TO:
(entire property)

Ganga Day
Sharma

ALL THAT piece or parcel of land measuring 13 (thirteen) chittaks ¹⁰⁵⁹ be the same a little more or less together with old dilapidated two storied building (*near about 70 years old*) *total measuring 650 square feet (ground floor 400 square feet and First thereon floor 250 square feet)* be the same a little more or less standing situate and lying at and being Premises No. 60/18A, Gouri Bari Lane, Kolkata 700 004, being *Assessee No. 110150501350* within Ward No. 15 of Kolkata Municipal Corporation, Sub-Registration Office Sealdah, Police Station Manicktala in the District of South 24-Parganas, The said premises being No. 60/18A, Gouri Bari Lane, Kolkata 700004 is butted and bounded in the manner following :-

- ON THE NORTH BY : Premises No. 60/19A
- ON THE SOUTH BY : Premises No. 60/17
- ON THE EAST BY : 20' wide Gouri Bari Lane
- ON THE WEST BY : Premises No. 60/18B

All of 60/18A, Gouri Bari Lane, Kolkata - 700 004.

THE SCHEDULE -'B' ABOVE REFERRED TO:
(Land Owner's Allocation)

ALL THAT self contained two (2) fully completed flats and one (1) open Garage/Car parking Space of the newly constructed proposed building that is to say:

- i) one flat on the *Second floor (road side south facing)* measuring an area of *500 square feet covered area* be the same a little more or less consisting of two bed rooms, one dining cum drawing room, one kitchen, two toilets and one verandah.

- ii) one flat on the *Third floor (road side south facing)* measuring an area of *1000 square feet covered area* be the same a little more or less consisting of three bed rooms, one dining cum drawing room, one kitchen, two toilets and one verandah.

- iii) one open Garage/Car parking space measuring *150 square feet be the same a little more or less on the Ground floor* of the proposed five storied building together with common areas and common facilities and proportionate share in the land and Premises at 60/18A, Gouri Bari Lane, Kolkata 700004, being **Assessee No. 110150501350** within Ward No.15 of Kolkata Municipal Corporation, Sub-Registration Office Sealdah, Police Station Manicktala in the District of South 24-Parganas. The Schedule B being part of **Schedule A** above.

THE SCHEDULE - 'C' ABOVE REFERRED TO:
(Developer's Allocation)

ALL THAT remaining portion or part comprised of flats/apartments, garages, car parking spaces, shops and all parts and portions of the proposed newly constructed Ground plus Four storied building and the said premises at and being Premises No. being **Assessee No. 110150501350** within Ward No. 15 of Kolkata Municipal Corporation, Sub-Registration Office Sealdah, Police Station Manicktala in the District of South 24 Parganas Together With undivided proportionate share in the land and common areas and facilities save and except the portion of the building and premises being Land Owners' allocation hereinabove mentioned in the **Schedule - 'B'**. The **Schedule 'C'** being part of **Schedule - 'A'** above.

SCHEDULE D ABOVE REFERRED TO
(Specification of the Building)

1. GENERAL : R.C.C. Foundation and framed structure as per designed by the Structural Engineer and soil test, alternative treatment shall be done in the foundation area and where necessary. 2.5 feet height from Road Level.
2. FLOORING : All floors with skirting will be made of slandered quality Marble.
3. DOORS : All Door frames will be slandered quality of wood. All doors pallahs will be slandered quality of Flash Door.
4. WINDOWS : All windows will be made of Aluminium sliding system with glass.
5. KITCHEN : Black stone platform with stainless steel sink and coloured. Glazed Tiles up to lintel level height above the cooking platform.
6. INTERIOR WALLS : All the interior walls, ceiling will be finished by Plaster Paris.

7. TOILETS : Coloured Glazed tiles up to Lintel level, one white European Commode with shower, one towel ring, Mirror, Hot and cold line with Marc fittings in Main toilet and one basin shall be provided.
8. ELECTRIC : Adequate electrical points considering plan/feasibility will be provided in each floor which includes 15 Amp. socket point in which one A.C. point in one Bed room and two Geyser points in two toilets will be provided and other 4 numbers of 15 Amp. Socket point in different places for Fridge/ Micro oven/ Chimney/Telephone/Cable T.V. (concealed) points shall be provided in drawing room. Lift will be provided in the building. Cables will be used Finolex/Havells copper insulated wire.
9. ALTERNATIVE TREATMENT : Alternative treatment will be done before sand filling and after foundation casting and where necessary as per site condition.
10. COLLAPSIBLE GATE : One collapsible Gate at the main entrance of the building.

- 11 GRILLS: : All Grills will be 12mm x12mm thickness square bar. All windows Grills and will be applied two coats of synthetic enamel paint over one coats of primer.
- 12 WATER PIPE: : Internal concealed water pipe will be supreme CPVC Pipe. All external water pipe will be UPVC pipe.
- 13 ELEVATION: : Front Elevation shall be done Aesthetic and Modern point of view and external wall of the building will be provided by Weather Shield Exterior paints, Alcov, cupboard/wall almirah shall be provided for proper strong where required/possible.
- 14 DEEPTUBE WELL: : One Deep Tube Well with Pump and Motor shall be provided for water distribution through overhead water tank and also Municipal water connection in the underground reservoir.
15. LIFT : One 5 passenger Lift will be provided as common facility.

16. BOUNDARY WALL : Boundary wall and Parapet wall shall be complete with proper illumination, roof treatment shall be done.
17. CARETAKER ROOM : One caretaker room (for living) with toilet shall be constructed.
18. CALLING BELL : One Calling Bell shall be provided of the main gate of the individual flats.
19. LETTER BOX : Individual letter box for each flat at main entrance of the building.
20. All Common Ground floor passage area shall be finished by the decorative chequered tiles.
21. Any point seemed to necessary may be incorporated with.


IN WITNESS WHEREOF the First Party/Land-Owners, the Second Party/ Developer-BUILDER hereto set and subscribed their respective hands and signatures the day month and year first above written.

SIGNED SEALED AND

DELIVERED WITNESSES:-

1. Name & Address:

Asam Das,
22 Sarat Chatterjee
Road Ko 1-39


SIGNATURE OF THE OWNER

2. Name & Address:

Lalita Saha
64/15, C Jewri Bazar Lane,
Ct-4

Maa Tara Construction


Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:



KAUSHIK DUTTA

LLM. Advocate

Enrolment No. WB-F/1532/1626 of 2014

Sealdah Civil Court, Kolkata- 14

Mobile No. : 6290181996

e-mail : kaushikdutta871@gmail.com

MEMO OF CONSIDERATION

Received from within named Developer a sum of Rs. 50,000/- [Rupees Fifty thousand] only as per memo below:

Sl. No.	Cheque No./ Cash	Date	Name of Bank	Name of Branch	Amount
1.	606925	24.5.23	Indian Bank	Arabinda Sarani	50,000/-
2.					
3.					
4.					


Rs. 50,000=00

Rupees Fifty thousand only.

Signed, sealed and delivered
In the presence of Witnesses:












1. Name & Address:

Atanu Das,
22 Sarat Chatterjee
Road Kolkata-89


Signature of the OWNER.












2. Name & Address:

Lata Sankar

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left					
	Right					

Name: Ganga Dey

Signature: Ganga Dey Proprietor

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					

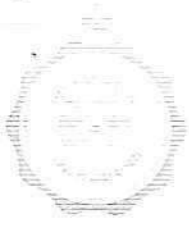
Name: SANTANU SADHUKHAN

Signature: S. Sadhukhan

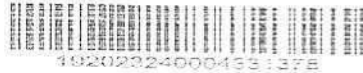
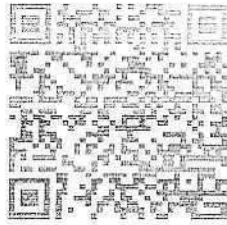
		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
PHOTO	Left Hand					
	Right Hand					

Name:

Signature:



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



192023240004331378

GRN Details

GRN:	192023240004331378	Payment Mode:	SBI Epay
GRN Date:	04/04/2023 16:35:21	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6360515442520	BRN Date:	04/04/2023 16:35:41
Gateway Ref ID:	CHM2069848	Method:	State Bank of India NB
GRIPS Payment ID:	040420232000433136	Payment Init. Date:	04/04/2023 16:35:21
Payment Status:	Successful	Payment Ref. No:	2000804974/1/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mrs Sharmistha Adhya
Address:	101/2 Sarat Chatterjee Road, Howrah-711102
Mobile:	9804182673
Period From (dd/mm/yyyy):	04/04/2023
Period To (dd/mm/yyyy):	04/04/2023
Payment Ref ID:	2000804974/1/2023
Dept Ref ID/DRN:	2000804974/1/2023

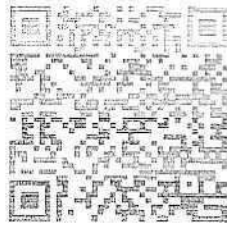
Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000804974/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2000804974/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				7942

IN WORDS: SEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



040420232000433136

GRIPS Payment Detail

GRIPS Payment ID:	040420232000433136	Payment Init. Date:	04/04/2023 16:35:21
Total Amount:	7942	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6360515442520	BRN Date:	04/04/2023 16:35:41
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mrs Sharmistha Adhya
Mobile: 9804182673

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240004331378	Directorate of Registration & Stamp Revenue	7942
Total			7942

IN WORDS: SEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

Major Information of the Deed

Deed No :	I-1904-07316/2023	Date of Registration	24/05/2023
Query No / Year	1904-2000804974/2023	Office where deed is registered	
Query Date	27/03/2023 10:17:18 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SAMIR DUTTA Birati, Thana : Airport, District : North 24-Parganas, WEST BENGAL, PIN - 700051, Mo No. : 7980658667, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agree [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 32,08,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,025/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urb area)		

Land Details :




District: Kolkata, P.S:- Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gouri Bari Lane, , Prem
 No: 60/18A, , Ward No: 015 Pin Code : 700004

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	13 Chatak 10 Sq Ft		29,45,250/-	Width of Approa Road: 20 Ft.,
Grand Total :				1.3635Dec	0 /-	29,45,250 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	650 Sq Ft.	0/-	2,63,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 70 Years, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 70 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		650 sq ft	0 /-	2,63,250 /-	



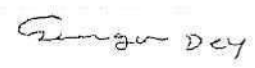
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Santanu Sadhukhan Son of Late Goutam Sadhukhan Executed by: Self, Date of Execution: 31/03/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office	Photo  <small>24/05/2023</small>	Finger Print  <small>LTI 24/05/2023</small>	Signature  <small>24/05/2023</small>
60/18A, Gouri Bari Lane, City:- Kolkata, P.O:- Shyambazar, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700004 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AQxxxxxx2P, Aadhaar No: 41xxxxxxxx5519, Status :Individual, Executed by: Self, Date of Execution: 31/03/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Maa Tara Construction 3, Ratan Neogi Lane, City:- Kolkata, P.O:- Sahityaparisad, P.S:-Maniktala, District:-Kolkata, West Bengal, India PIN:- 700004 , PAN No.: EOxxxxxx3J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Ganga Dey (Presentant) Daughter of Late Binod Bihari Sen Date of Execution - 31/03/2023, , Admitted by: Self, Date of Admission: 24/05/2023,- Place of Admission of Execution: Office	Photo  <small>May 24 2023 2:15PM</small>	Finger Print  <small>LTI 24/05/2023</small>	Signature  <small>24/05/2023</small>
3, Ratan Neogi Lane, City:- Kolkata, P.O:- Sahityaparisad, P.S:-Maniktala, District:-Kolkata, West Bengal, India, PIN:- 700004, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: EOxxxxxx3J, Aadhaar No: 77xxxxxxxx7553 Status : Representative, Representative of : Maa Tara Construction (as Sole Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Arun Das Son of Noni Gopal Das 22, Sarat Chatterjee Road, City:- , P.O:- Lake Town, P.S:-Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700089			
	24/05/2023	24/05/2023	24/05/2023

Identifier Of Shri Santanu Sadhukhan, Smt Ganga Dey

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Santanu Sadhukhan	Maa Tara Construction-1.36354 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Santanu Sadhukhan	Maa Tara Construction-650.00000000 Sq Ft

On 24-05-2023

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

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

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

Presented for registration at 13:02 hrs on 24-05-2023, at the Office of the A.R.A. - IV KOLKATA by Smt Ganga Dey

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 32,08,500/-

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

Execution is admitted on 24/05/2023 by Shri Santanu Sadhukhan, Son of Late Goutam Sadhukhan, 60/18A, Gouri Lane, P.O: Shyambazar, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by Profession Service

Indetified by Shri Arun Das, , , Son of Noni Gopal Das, 22, Sarat Chatterjee Road, P.O: Lake Town, Thana: Lake Town North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by profession Business

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

Execution is admitted on 24-05-2023 by Smt Ganga Dey, Sole Proprietor, Maa Tara Construction (Sole Proprietor) 3, Ratan Neogi Lane, City:- Kolkata, P.O:- Sahityaparisad, P.S:-Maniktala, District:-Kolkata, West Bengal, India, PIN - 700004

Indetified by Shri Arun Das, , , Son of Noni Gopal Das, 22, Sarat Chatterjee Road, P.O: Lake Town, Thana: Lake Town North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,025.00/- (B = Rs 1,000.00/- ,E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 04/04/2023 4:35PM with Govt. Ref. No: 192023240004331378 on 04-04-2023, Amount Rs: 1,021/-, Bank SBI EPay (SBlePay), Ref. No. 6360515442520 on 04-04-2023, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 75580, Amount: Rs.100.00/-, Date of Purchase: 03/02/2023, Vendor name: A SARKAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal
Online on 04/04/2023 4:35PM with Govt. Ref. No: 192023240004331378 on 04-04-2023, Amount Rs: 6,921/-, Bank SBI EPay (SBlePay), Ref. No. 6360515442520 on 04-04-2023, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 360063 to 360112
being No 190407316 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.05.29 11:36:54 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/05/29 11:36:54 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Ben gal.

(This document is digitally signed.)

Dated : 31st day of MARCH, 2023.

DEVELOPMENT AGREEMENT

BETWEEN

➤ SRI SANTANU SADHUKHAN

OWNER / FIRST PARTY

AND

MAA TARA CONSTRUCTION,

a Proprietorship Firm represented
by its sole proprietor SMT. GANGA DEY

DEVELOPER.....

DRAFTED & PREPARED BY :

KAUSHIK DUTTA

LLM. Advocate

Enrolment No. WB-F/1532/1626 of 2014

Sealdah Civil Court, Kolkata- 14

Mobile No. : 6290181996

e-mail : kaushikdutta871@gmail.com