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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

# 201599

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30/7/25

2-2110826/2025

**DEVELOPMENT AGREEMENT CUM**  
**DEVELOPMENT POWER OF**  
**ATTORNEY**

*Print the document in duplicate on the separate sheet / page to be presented along / placed adjacent to / otherwise are the part of this document*

Registrar (1/5 7(2))  
 District Sub Registrar  
 North 24 Parganas

This Development Agreement Cum Development Power of Attorney is made on this 30<sup>th</sup> day of July, Two Thousand Twenty Five (2025) A.D.

BETWEEN

30 JUL 2025

স্ট্যাম্প ভেণ্ডার আব্দুল করিম সানা  
বসিরহাট, ট্রেজারী, উত্তর ২৪ পরগণা  
15 JUL 2025

1080000

তাং.....টাকার চালান.....  
3333

নম্বর.....

ক্রমতা...Mihir Ghosh, EC-3 Ghoshpara, Bagmati,  
Kolkata-700059

মূল্য...5000/- তারিখ...25-07-2025

Asdul Karim  
স্ট্যাম্প ভেণ্ডার  
ইন্টারগঞ্জ এ.ডি.এস.আর. অফিস



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Registrar B/S 7 (2)  
District Sub Registrar-II  
North 24 Parganas, Barasat

30 JUL 2025

R. Sanyal Shil  
S/o Gopal Chatterjee  
Mankhat, Gurusahi,  
Pin-743135

1. Place - D.S.R - II, Barasat.
2. District - North 24 Parganas.
3. Date - 30/07/2025.

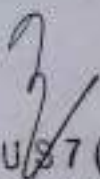
4. Parties

4.1. SMT. RAJLAXMI SEN (PAN - CRTPS4594M) (Aadhaar No. - 9067 4907 0945) (Voter Id No. WB/20/091/312409) (Date of Birth - 20/01/1945) (Mobile No. 9836773274), wife of Prafulla Ranjan Sen, residing at AB-4/4, Deshbandhunagar, Baguitai, P.O. - Deshbandhunagar, P.S. - Baguiati, North 24 Parganas, Kolkata - 700059, hereinafter called and referred to as the LAND OWNER/APPOINTERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

4.2. SRI MIHIR GHOSH (PAN - AKMPG0060E) (Aadhaar No. - 5587 5405 4023) (Voter Id No. - GGC4090320) (Date of Birth - 01/09/1977) (Mobile No. - 9231688073), son of Late Haran Chandra Ghosh, residing at EC-3, Ghoshpara, P.O. - Deshbandhu Nagar, Police Station - Baguiati, District North 24 Parganas, Kolkata - 700059, West Bengal, hereinafter called and referred to as the DEVELOPER/PROMOTER/ATTORNEY (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his/her/ their legal heirs, successors, executors, administrators, legal representative and assigns) of the OTHER PART/ SECOND PART.



  
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5. LAND OWNER and the DEVELOPER collectively Parties and individual party.

6. NOW THIS DEVELOPMENT AGREEMENT WITNESSETH IS FOLLOWS:-

1. Subject: Matter of Development.

2. Development Project & Appurtenances:

7. PROJECT PROPERTY :-

ALL THAT a piece and parcel of land measuring about 05 (Five) Cottah be the same a little more or less along with a One storied building measuring about 800 sq.ft., lying and situated at Premises No. AB-4/4 under Mouza – Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana- Kolikata, comprised in C.S. Dag No. – 710 under C.S. Khatian No. 18, R.S. Khatian No. 599 under R.S. Dag No. – 681/1044, modified R.S. Dag No. 981 and Hal L.R. Dag No. 981 under L.R. Khatian No. 2081 (Stand in the name of Rajlaxmi Sen), within the jurisdiction of A.D.S.R.O. Bidhannagar at present Rajathat Newtown, within the local limits of Rajarhat Gopalpur Municipality, Holding No. R.G.M/22/148, Ward No. 22 (Old) 24 (New), premises at Dakshin Arjunpur at present Bidhananagar Municipal Corporation, Holding No. 148, Ward No. 10, Block No. AB, Assesse No. 2033111118, Premises No. AB-4/4, Premises at Deshbandhunagar, P.S. – Rajathat at present Baguiati, District – North 24 Parganas, West Bengal, Kolkata – 700059

8. Background, Representations, Warranties and Covenants:-

REPRESENTATIONS AND WARRANTIES REGARDING TITLE: The Landowner has made the following representations and given the following warranties to the Developer regarding title.



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WHEREAS that the one Smt. Pramila Bala Roy Chowdhury, wife of Sri Mon Mohan Roy Chowdhury was the owner of piece and parcel of land measuring about 4.24 acre little more or less by way of Two registered Mourashi Mekarori Patta, Dated - 15/12/1944 & 14/08/1945 from the Kali Charan Mondal, Furna Charan Mondal & Tara Pada Mondal, lying and situated at Mouza - Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana-Kolikata, comprised in C.S. Dag No. - 710 under C.S. Khatian No. 18, within the jurisdiction of S.R.O Cossipore Dum Dum, P.S. - Rajarhat, District - 24 Parganas and she had been seize, possess and enjoying the 16 (Sixteen) anna share of the property and without any interruption and she have every right to sale, transfer, gift, mortgage, liens the same to anybody in any manner and the said property is free from all encumbrances, charges, liens and good marketable title.

AND WHEREAS by a registered Chiroshahi Kayami Dor Mourashi Mekarori Patta, Being No. - 900/1950, which is copied in Book - I, Volume No. - 19, Pages from 197 to 201 registered with the office of S.R.O. Cossipore, Dum Dum, the said Smt. Promila Bala Roy Chowdhury transferred & handover all that piece and parcel of land measuring about 05 Chottahs out of 4.24 acre of land, lying and situated at Mouza - Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana- Kolikata, comprised in C.S. Dag No. - 710 under C.S. Khatian No. 18, within the jurisdiction of S.R.O Cossipore Dum Dum, P.S. - Rajarhat, District - 24 Parganas in favour of Sri Amiya Lal Mukhapadhaya, son of Sri Ananda Lal Mukhapadhaya and he had been seize, possess and enjoying the 16 (Sixteen) anna share of the property and without any

WHEREAS that the one Smt. Pramila Bala Roy Chowdhury, wife of Sri Mon Mohan Roy Chowdhury was the owner of piece and parcel of land measuring about 4.24 acre little more or less by way of Two registered Mourashi Mekarori Patta, Dated - 15/12/1944 & 14/08/1945 from the Kali Charan Mondal, Purna Charan Mondal & Tara Pada Mondal, lying and situated at Mouza - Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana-Kolikata, comprised in C.S. Dag No. - 710 under C.S. Khatian No. 18, within the jurisdiction of S.R.O Cossipore Dum Dum, P.S. - Rajarhat, District - 24 Parganas and she had been seize, possess and enjoying the 16 (Sixteen) anna share of the property and without any interruption and she have every right to sale, transfer, gift, mortgage, liens the same to anybody in any manner and the said property is free from all encumbrances, charges, liens and good marketable title.

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interruption and he have every right to sale, transfer, gift, mortgage, liens the same to anybody in any manner and the said property is free from all encumbrances, charges, liens and good marketable title.

**AND WHEREAS** the said Amiya Lal Mukhapadhaya died as a bachelor intestate leaving behind his father namely Sri Ananda Lal Mukhapadhaya to have and to inherit his respective share of property left by his legal heirs and succors according to the provision of Hindu Succession act 1956. Particularly as set out in Schedule II, appended to Section 8 of the said act.

**AND WHEREAS** by dint of registered Deed of Gift, Being No. 5799/1966, which is copied in Book No. I, Volume No. 149, Pages from 288 to 290 registered with the office of Register of Assurance Kolkata said Sri Ananda Lal Mukhapadhaya gifted and transferred all that piece and parcel of land measuring about 05 Chottah, lying and situated at Mouza - Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana- Kolikata, comprised in C.S. Dag No. - 710 under C.S. Khatian No. 18, within the jurisdiction of S.R.O Cossipore Dum Dum, P.S. - Rajarhat erstwhile at present Baguiati, District - 24 Parganas erstwhile at present North 24 Parganas in favour of his another son namely Sri Amar Lal Mukhapadhaya and his daughter-in-law namely Smt. Krishna Debi and they had been seize, possess and enjoying the 16 (Sixteen) anna share of the property and without any interruption and they have every right to sale, transfer, gift, mortgage, liens the same to anybody in any manner and the said property is free from all encumbrances, charges, liens and good marketable title.



*[Handwritten Signature]*

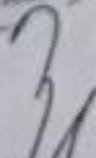
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AND WHEREAS by dint of a Bengali Kobala, Being No. 1153/1973, Dated - 28/02/1973, which is copied in Book No. 1, Volume No. 23, Pages from 293 to 298 registered with the office of S.R. Cossipore, Dum Dum, North 24 Parganas Sri Amar Lal Mukhapadhaya and Smt. Krishna Debi jointly sold, transferred and conveyed all that piece and parcel of land measuring about 05 Chottah, lying and situated at Mouza - Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana- Kolikata, comprised in C.S. Dag No. - 710 under C.S. Khatian No. 18, R.S. Dag No. 681/1044 modified R.S. Dag No. 981 under R.S. Khatian No. - 599, within the jurisdiction of S.R. Cossipore Dum Dum, P.S. - Rajarhat at present Baguiati, District - 24 Parganas erstwhile at present in favour of Smt. Rajlaxmi Sen, wife of Prafulla Ranjan Sen.

AND WHEREAS after obtaining the land said Smt. Rajlaxmi Sen duly mutated her name under L.R. Settlement records under L.R. Khatian No. 2081, L.R. Dag No. 981, Mouza - Arjunpur and also mutated her name in under Rajarhat Gopalpur Municipality, Holding No. R.G.M/22/148, Ward No. 22 (Old) 24 (New), premises at Dakshin Arjunpur at present Bidhananagar Municipal Corporation, Holding No. 148, Ward No. 10, Block No. AB, Assesse No. 2033111118, premises at Deshbandhunagar and also constructed a one storied dwelling house over the said plot of land measuring about 800 sq.ft. and she has been seize, possess and enjoying the 16 (Sixteen) anna share of the property and without any interruption and she has every right to sale, transfer, gift, mortgage, liens the same to anybody in any manner and the said property is free from all encumbrances, charges, liens and good marketable title.



  
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9. **Desire of Development of the Land & Acceptance:** The said SMT. RAJLAXMI SEN, THE LAND OWNER HEREIN, express her desire to develop their aforesaid plot of land measuring 05 (Five) Cottah be the same a little more or less along with a One storied building measuring about 800 sq.ft. constructing multi storied (G+3) building thereon, and the present Developer herein accepted the said proposal and the present owner have decided to enter into this Development Agreement with the Developer herein for the land mentioned above and explicitly in the FIRST SCHEDULE hereunder written.

10. **Power of Attorney:** For the smooth running of the said project, the Land Owner herein agreed to execute a registered Development Power of Attorney, by which the Land Owner herein will appoint and nominate SRI MIHIR GHOSH, son of Late Haran Chandra Ghosh, residing at EC-3, Ghoshpara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24 Parganas, Kolkata - 700059, West Bengal, the Developer firm herein, to act on behalf of the Land Owner and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owner and also for to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.



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## 11. DEFINITION:

- i. **LAND OWNER:** shall mean SMT. RAJLAXMI SEN, and her legal heirs, executors, administrators and assigns and legal representatives as the case may be.
- ii. **DEVELOPER:** shall Mean of SRI MIHIR GHOSH (PAN – AKMPG0060E) (Aadhaar No. – 5587 5405 4023) (Voter Id No. – GGC4090320), son of Late Haran Chandra Ghosh, residing at EC-3, Ghoshpara, P.O. - Deshbandhu Nagar, Police Station - Baguiati, District North 24 Parganas, Kolkata - 700059, West Bengal, and his representatives, legal heirs, executors, administrators, representatives and assigns as the case may be.
- iii. **PREMISES:** shall mean the official identity of the collective from or the said land with one or more building collectively.
- iv. **Building:** Shall mean of multi storied, (G+3) building with the so to be constructed on the project property as per the building plan to be sanctioned from the Bidhannagar Municipal Corporation which was duly sanctioned in earlier occasion by the land owner herein and the said land described in the first schedule hereunder only and/or additional story which may be constructed if further sanction in that regards is granted by the Bidhannagar Municipal Corporation .
- v. **a. Land Owners' Cash Consideration:** Shall mean the Developer shall pay refundable amount of sum of Rs. 10,00,000/- (Rupees Ten Lakhs) only to the Land Owner herein. As this following manners,



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Consideration amount	Payment schedule of consideration
Rs. 10,00,000/- (Ten Lakhs) Only	At the time of registration of this Development Agreement cum Development power of Attorney.

**b. Land Owner's Allocation:** It is agreed by and between the parties to this agreement that the Land Owner shall be entitled to receive the sanctioned area, as will be sanctioned by the Bidhanagar Municipal Corporation, for the (G+3) storied building in accordance with the sanctioned building plan, together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building in the following manner:-

The Land Owner's shall entitle for their allocation as the following manners:-

Floor	Percentage of area	Side
Ground	50% (as per Sanction area)	South-East-North
First	100% (as per Sanction area) *	Entire Floor
Third	50% (as per Sanction area)	One Flat at North-East One Flat at South-West

**c. Developer's Allocation:** Shall mean all the remaining area of the construction/sanction area in the said proposed (G+3) Storied Building excluding Land Owners' Allocation in the said (G+3) storied. Building including the proportionate share of common facilities, common parts and common amenities of the building,

The Developer shall entitle for their allocation as the following manners:-



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Floor	Percentage of area	Side
Ground	50% (as per Sanction area)	South-West-North
Second	100% (as per Sanction area)	Entire Floor
Third	50% (as per Sanction area)	One Flat at South-East One Flat at North-West


Provided however the Developer gets any revised sanction plan from the Bidhanagar Municipal Corporation in that event both the Land Owner & Developer will be entitle to get their allocation settled by mutually and after settlement of their allocation both the parties will execute a registered Supplementary Registered Development, Agreement cum Development Power of Attorney.

- vi. **Carpet Area (For any Individual Unit):-** The area in the flat or the apartment, which you could cover using a carpet, is the carpet area also known as the net usable area, the carpet area is actually that space in your home, which can be used for laying a carpet It includes the thickness of the internal wall but excludes the balcony or terrace.

Note:- (According to RERA (Real Estate (Regulation and Development) Act, 2016), carpet area is the net usable floor area of an apartment, excluding external walls, balconies, verandahs, and open terraces, but including the area of the internal partition walls. It represents the actual area within the walls where a carpet can be laid)

- vii. **Building:** shall mean a multi storied (G+3) building or buildings as shall be constructed in finished and habitable condition by the Developer conforming to



  
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the sanctioned **Plan** or **Revised Plan** to be prepared, submitted only by the Developer and sanctioned by the concerned Bidhananagar Municipal Corporation which was duly sanctioned in earlier occasion by the land owner herein and the said land described in the first schedule hereunder only **and/ or** the said amalgamated land as stated herein above

- viii. **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, underground or overhead water tank. Water pump and motor, septic tank, water pipeline. Rain water pipeline, top roof of the building, stair, staircase, lift, and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- ix. **Saleable Space** : Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owners' Allocation & Developer's Allocation as mentioned in this Agreement.
- x. **Landowners' Allocation**: Shall mean the consideration in the form and nature of Landowners' Allocation against the project by the Landowner more fully described in **SECOND SCHEDULE** hereunder written together with proportionate share in the land and the proposed building and together with proportionate share in common facilities and amenities.
- xi. **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied (G+3) building excluding Landowners' Allocation including the proportionate share of land and common facilities, common parts and common amenities of the building, which is more fully described in **THIRD**



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SCHEDULE written herein below.

- xii. **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- xiii. **Transfer**: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to the intending purchasers thereof.
- xiv. **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied (G+3) building, which will be sanctioned by the Bidhananagar Municipal Corporation which was duly sanctioned in earlier occasion by the land owner herein in the name of the Landowner for construction of the building, including its modification and amenities and alterations.
- xv. **Built Up Area (For any Individual Unit)** : Here Built up area means 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 said unit.
- xvi. **Covered Area (For any Individual Unit)**: Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas (if any).
- xvii. **Super Built up Area (For any Individual Unit)**: Here super built up area means the total covered area plus service area.
- xviii. **ADVOCATE**: Shall mean Developer Appointed Advocate.

## 12. LANDOWNERS' RIGHT & REPRESENTATION;

- i. **Indemnification regarding Possession & Delivery** : The Landowner are



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- now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- ii. **Free From Encumbrance:** The Landowner also indemnifies that the project property is free from all encumbrances and the Landowner have marketable title in respect of the said premises.
  - iii. The developer has liberty to extension of additional floors of the (G+3) multi stored building, after getting proper sanction/permission of Bidhannagar Municipal Corporation and the competent authority and to erect/ construct the said floors in accordance with the modified sanctioned building plan by concerned authority. After negotiation with the Developer under terms and condition the land owners shall cooperate with the developer for the purpose of construction /development/ erection of the said extension of floors of the multistoried building in all respects.

### **13. DEVELOPER'S RIGHTS:**

- i. **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- ii. **Right of Construction:** The Land Owner hereby grant permission an exclusive rights to the Developer build new building upon the project property in this following manners.
- iii. **Construction Cost :** The Developer shall carry total construction work



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- and Completion Certificate of the present building at their own costs and expenses. No liability on account of construction cost and completion certificate will be charged from Landowners' Allocation.
- iv. The Developer shall be entitled to the entirety of the debris of the existing structures at the said premises exclusively and shall at his own cost and expenses have the existing structure/s demolished and shall use and/or sale the same as per their own requirements.
  - v. **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
  - vi. **Booking & Agreement for Sale:** Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending Purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the Sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
  - vii. **Selling Rate:** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
  - viii. **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
  - ix. **Possession to the Landowner:** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and



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amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.

- x. **Possession to the intending purchaser:** On completion of the project, the Developer will hand over possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner
- xi. **Deed of Conveyance:** The Deed of Conveyance will be signed by the Developer on behalf of sod as representatives and registered Power of Attorney Holders of the Landowner.

#### 14. CONSIDERATION:

- i. **Permission against Consideration:** The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation described in the **SECOND SCHEDULE** hereunder written to the Developer.

#### 15. DEALING OF SPACE IN THE BUILDING:

- i. **Exclusive Power of Dealings of Landowner:** The Landowner shall be exclusively entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.
- ii. **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of



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the Developer's Allocation.

**16. POWER AND PROCEDURE:**

I, SMT. RAJLAXMI SEN (PAN - CRTPS4594M) (Aadhaar No. - 9067 4907 0945) (Voter Id No. WB/20/091/312409) (Date of Birth - 20/01/1945) (Mobile No. 9836773274), wife of Prafulla Ranjan Sen, residing at AB-4/4, Deshbandhunagar, Baguitai, P.O. - Deshbandhunagar, P.S. - Baguiati, North 24 Parganas, Kolkata - 700059, Landowner/Executant/Principal herein, shall execute separately one Registered Development Power of Attorney in favour of the Developer / Promoter including the power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we shall appoint, nominate and constitute SRI MIHIR GHOSH (PAN - AKMPG0060E) (Aadhaar No. - 5587 5405 4023) (Voter Id No. - GGC4090320) (Date of Birth - 01/09/1977) (Mobile No. - 9231688073), son of Late Haran Chandra Ghosh, residing at EC-3, Ghoshpara, P.O. - Deshbandhu Nagar, Police Station - Baguiati, District North 24 Parganas, Kolkata - 700059, West Bengal, the Developer herein as our constituted Attorneys, to do, act and represent ourselves in our names and on our behalf.

**17. NEW BUILDING :**

- i. **Completion of Project;** The Developer shall at their own costs construct and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time. And after completion of total project



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Developer shall submit the CC./OC. Application before the Bidhannagar municipal corporation by won cost and expenses.

- ii. **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, lift, permanent electric connection from the CESC and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- iii. **Architect Fees etc.:** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- iv. **Municipal Tax & Other Taxes of the Property:** Municipal & Other Taxes of the Property: From the date of getting the vacant and peaceful possession of the allocation belonging to the land owner's and from granting the occupancy certificate of the building which ever is earlier the land owner's herein shall be under exclusive obligation to pay the property taxes and other impositions as per demand past by the office of the Bidnannagar municipal corporation provided how ever from the date of this development agreement cum



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obligation of the both the parties, Developer and the Land Owner shall jointly pay all taxes and expenses under construction period without any default in the name of the land owners as afore said and the developer will be bound to be responsible to pay the municipal property tax and other outgoings. In respect of this allocation during the construction period and up-to handover the land owner's allocation.

- v. From the date of completion and allocation of the floor area between the Landowner and the Developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner by the Developer and / or their nominees and the Landowner and / or their nominee / nominees respectively.
- vi. **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

#### **18. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:**

- i) **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.



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ii) **Payment of Municipal Taxes:** Within 15 days from the receive possession of Landowners' Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation.

**Share of Common Expenses or Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the maintenance charges for the common facilities in the new building-payable in respect of the Landowners' Allocation.

#### 19. COMMON RESTRICTION:

i) **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

a) Neither party or their successors of transfer/s in interest shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other



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occupiers of the building.

- b) Neither party or their successors or transfer/s in interest shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- c) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party have observed and performed as to terms and conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- d) Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and or breach of any of the said laws, byelaws and regulation.
- e) The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings 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 particular so as not to cause any damage to the building or any



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other space or accommodation therein and shall keep the other of them and /or the occupation of the building indemnified from and against the consequence of any breach.

- f) No goods of other items shall be kept by the either party or any person/persons deriving right title from such property 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 covenant of users in the corridors and other place of common use in the building.
- g) Neither party or any person/persons deriving right title from such property shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- h) The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose and vice versa.



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## 20. LANDOWNER'S OBLIGATION:

### **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

Not to cause any illegal, immoral, unjust, interference or hindrance in the construction of the building by the Developer.

Not to do any act, deed or thing, whereby the Developer may be prevented for selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

Not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction. Or during the subsistence of the agreement until and unless the respective obligation of both the parties stands fully discharge.

### **Refund**

That the refundable consideration amount will be refund to the Developer by the Land owner before hand over the Land Owner's Allocation which mention in the Second schedule of this Development Agreement cum Developer Power of Attorney, after hand over the said amount Developer will issued the Possession Letter in favour of the Land Owner.

## 21. DEVELOPER'S OBLIGATION:

- i) **Time Schedule of Handing Over Landowner's Allocation:** The Developer hereby agree and covenant with the Landowner to handover landowners' Allocation (more fully described in the SECOND SCHEDULE hereunder written within 18 (Eighteen)



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months from the date of sanction of building plan. However it is the obligation to Developer to get the sanction building plan duly sanctioned from the competent authority within a period of Seven Month from the Date of this Agreement. The Landowner also permits the Developer a grace period of 06 (Six) months more to handover the Landowners' Allocation as described in the **SECOND SCHEDULE** hereunder written. The developer shall also be responsible to obtain the occupancy certificate or completion of the building project from the office of the Bidhannagar Municipal Corporation and further be obliged to construct strictly in accordance with the sanction building plan approved by the office of the Bidhannagar Municipal Corporation

ii) **No Violation** : The Developer hereby agree and covenant with the Landowner:

Not to violate or contravenes any of the provisions of rules applicable to construction of the said building. Not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa. During the time of construction any accident will occur of the workers in that case the Developer will be liable for the same

## **22. LANDOWNERS' INDEMNITY:**

**Indemnity** : The Landowner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space



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without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

**23. DEVELOPER'S INDEMNITY:**

The Developer hereby undertakes to keep the Landowner:

Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

**24. MISCELLANEOUS :**

- i. **Contract Not Partnership:** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- ii. **Not specified Premises:** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which



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specific provisions may not have been mentioned herein, and the Landowner shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Landowner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- iii. **Not Responsible :** The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- iv. **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment to alternative accommodation of the land owner's provided by the developer during course of construction and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- v. **Formation of Association:** After the completion of the said building and



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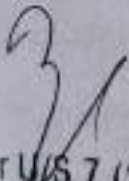
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receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given the consent to abide by such rules and regulations.

- vi. **Name of the building** - It is to settled by the parties the name of the proposed (G+3) storied building shall be "PARAN APARTMENT".
- vii. **Roof/Terrace:** The entire roof/terrace of the (G+3) Storied building shall belong to the Land Owner, Flat Owners and the Developer proportionately. In a joint manner.
- viii. **Right of Amalgamation:** The Developer can amalgamate the said property with any adjacent plot/s, for expand the said project without any loss of any interest of the Land Owner of this Property. Subject to the Developer keeping the time frame of completing the real-estate the building project on the land described in the First Schedule, hereunder written as provided in this Development Agreement intact without any breach of the same or causing any extension of the same.
- ix. **Right to borrow Project financial assistance :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of their estate shall be responsible and / or be



  
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made liable for payment of any due to such bank or banks and the Developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- x. **Documentation:** The Landowner delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection and it will be returned to the Landowner after verification.
- xi. **Shifting Charge:** That the developer shall arrange alternative 01 (One) No. of 3BHK residential accommodation for the land owner from date of submission of building plan before the local municipal authority to any other rental place and the Developer shall bear the monthly rent. till date of hand over the complete and habitable possession of owners' allocation after serving of notice to the owner if the owner shall fail/s and/or neglect to take possession after expiry of the stipulated period in the said letter of possession, the Developer shall not bound to pay any rental charges to the owner, it is mentioned here that the developer shall provide 01 (One) Nos. of residential accommodation for the owner at the Developer's own cost till the handing over the owners' allocation, i.e. on or before completion of the project within 18 (Eighteen) month another 6 (Six) month will be grace period from the date of Sanction of the Building Plan.



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**25. FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

**26. DISPUTES:**

Disputes or differences in relation to or as arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and

Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that Constitution of Arbitral Tribunal the Arbitral Tribunal shall consist of one Arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Land Owner.

**Place :** The place of arbitration shall be Barasat, North 24 Parganas only and shall be conducted in English Language.

**Binding Effect :** The Arbitral Tribunal shall have summary powers



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and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

#### **27. JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

#### **28. LEGAL SERVICE :**

Both the parties shall have liberty to avail the opportunity under Section 9 of the Arbitration and Conciliation Act, 1996 deals with interim relief in an arbitration proceeding. It entitles any party to obtain an interim relief at three stages -

1. Before the commencement of the arbitration proceedings
2. During the course of arbitration proceedings
3. After when the arbitral award is given but before its enforcement

#### **29. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions /correspondence and agreements between the Parties, oral or implied.



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### 30. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

AND WHEREAS it has been agreed in terms of the said Development Agreement cum Development Power of Attorney We the land Owner/Appointer herein shall appoint the Developer as our Attorney for the purposes herein stated.

1. To enter into hold and defend possession of the said property and every part thereof and also manage, maintain and administer the said property and every part thereof subject to a restriction of clauses regarding termination of agreement & consequences of termination.
2. To sign, execute and submit all plans, documents, statements, papers, undertaking, declarations and plans as may be required for having the plan sanctioned modified and/or altered by the local Municipal authority.
3. To appear and represent us before the necessary authorities including the Bidhananagar Municipal Corporation, Fire Brigade, West Bengal Police, the competent authority under the Urban Land (Ceiling and Regulation) Act, 1976 and Government of West Bengal and/or in any concerned authority in connection with the sanction, modification and/or alteration of sanctioned Plan.
4. To appear and represent me before the necessary authorities including the Bidhananagar Municipal Corporation, Fire and emergency department



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govt of west Bengal Bidhannagar police commissioner the competent authority under the Urban Land (Ceiling and Regulation) Act, 1976, Local B.L. & L. R. O., A. D. M. & D. L. R. O., and S. D. L. R. O., and/or other authorities of Government of West Bengal and/or any other in connection with the sanction, modification and/or alteration of sanctioned Plan and can also submit the C.C. & O.C. Before the local body or any other competent authority.

5. To pay fees obtain such other orders and permission from the necessary authorities as to be expedient for sanction, modification and/or alteration of the Development plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, Sub-Contractors for the aforesaid purpose as the said Attorney shall think fit and proper.
6. To receive the excess amount or fees, if any paid for the purpose of sanction, modification and/or alteration of the Development plans to any authority or authorities.
7. To develop the said premises by making lawful construction of building thereon as per sanctioned plans which to be approved by the Bidhananagar Municipal Corporation, and for that purpose to take down, demolish and/or remove any house, building and/or structure of whatsoever nature on the premises.



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8. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utilities to the said premises and/or make alteration thereon and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers applications documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney incidental to and connected with the development work.
9. To utilize or shift or have connected the existing electricity connection if any in the said premises in such manner as the said Attorney may deem fit and proper.
10. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incomings receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof or save and except the Land Owners' allocation, details of which is in the Second Schedule of this indenture.
11. To appear and represent us before all authorities including those under the Bidhananagar Municipal Corporation for fixation and/or finalization of the annual valuation of the said premises if such situation arises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said attorney may deem fit and proper.



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12. To enter into agreement for sale of flats only in respect of developer's allocation, details of which is in the Third Schedule of this indenture, with the intending purchaser/ purchasers and or their nominee or nominees Purchaser and to receive the earnest money or the full amount of consideration from the intending Purchasers.
13. To file and submit declarations statements applications and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
14. To commence, prosecute enforce answer and oppose all actions and other legal proceedings and demands touching any of the matter connecting the said premises or any part thereof including relating to acquisition and/or requisition and/or in respect of the said premises or any part thereof in which the said Estate is now or may hereafter be interested or concerned and if think fit to compromise settle refer to arbitration abandon submit to judgment or become or proceedings as aforesaid before any Ld. Court Civil, Criminal or Revenue.
15. To affix sign Board or install any Hoardings on the schedule property in the name of Attorney, during the on going construction work of the real-estate building project.
16. To advertise in the newspaper for procuring Purchaser/s for selling the flats in respect of the developers allocated portion in the proposed lawful building.



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17. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of us or to be instituted preferred by or against any person or persons in respect of the said premises and also to present and prosecute writ applications in respect thereof.
18. To comprise suits, appeals or other legal proceedings in any court, Tribunal or other authority whatsoever and to sign and verify applications thereof.
19. To sign declare and/or affirm any plaint written statement, petition, affidavit, verification, Vokatnama, warrant or memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.
20. To execute and register any Agreement or Bainapatra in respect of Developer's allocation, details of which is in the Third Schedule of this indenture, and in that effect and to execute and register the Deed of Sale/ Conveyance in favour of the prospective purchaser or purchasers, nominee/nominees by writing our names thereto at its own risk and responsibilities.
21. To pay all arrears and current rents of the properties concerned and to take receipt thereof and also to any other tax or taxes or cess or rents or taxes, Income taxes if any in respect of the said properties.
22. To execute and present the document or documents as required for the transfer of the said property to properties in any Registry Office

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- or A.D.S.R. Office, D.R. Office and to admit the Execution thereof and to take back the said document after the registration of the same.
23. To deposit and withdraw fees documents and moneys in and from any court or courts and/or other person or persons or authority and give valid receipts and discharge therefor.
24. To enter into agreement for sale in respect of Developer's allocation only, details of which is in the Third Schedule of this indenture, and to receive advance/earnest money consideration in respect of the Developer's allocation and the proportionate share in the land or and to hand over the copies of the relevant documents in regard to our title of the premises to such intending Purchaser or Purchasers as the case may be. It is to be noted that in such case the advance receivable by our attorney will not be demanded by us and at the same time we shall not be liable for any such transaction.
25. To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbor's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Agreement for Development. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat / flats /garages from Developer's Allocation and to sign in the papers and documents for the said purpose.



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To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flats/s, units and / or car parking spaces in the proposed building in favour of the intending purchaser/s relating to Developer's Allocation.

26. That Attorneys/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.

27. For all or any of the purpose herein before stated to appear and represent the developer firm before all authorities having jurisdiction and to sign, execute and submit papers and documents. Concerning the subject matter of the registered development agreement.

28. The Power of Attorney vests the Developer with all statutory power that will be required for the development & construction of the building, sale of the developed building except the land Owners' allocation, details of which is in the Second Schedule of this indenture, within the ambit & scope of the Registered development agreement cum development power of attorney between the land Owner and the developer and shall be limited within the four corners of the agreement.

Validity of the Power of Attorney: The Power of Attorney for development of the premises shall be valid till the subsistence of the registered development agreement until all the terms and condition of the



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registered development gates full filled to the satisfaction of the principal/land owner and till such time the entire developer allocation on complication of real estate building project and releasing all consideration amount in respect of the sale proceeds of the developer's allocation after which this registered development power will come to and automatic halt without any necessity of executing any further instrument.

The Power of Attorney shall remain terminated in the event of death of any of the parties involve herein. In that event fresh Power of Attorney in the even terms will be executed.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Entire Project Property)**

ALL THAT a piece and parcel of land measuring about 05 (Five) Cottah be the same a little more or less along with a One storied building measuring about 800 sq.ft., lying and situated at Premises No. AB-4/4 under Mouza - Arjunpur, J.L. No. 7, Re. Su. No. 160, Touzi No. 162, Pargana- Kolikata, comprised in C.S. Dag No. - 710 under C.S. Khatian No. 18, R.S. Khatian No. 599 under R.S. Dag No. - 681/1044, modified R.S. Dag No. 981 and Hal L.R. Dag No. 981 under L.R. Khatian No. 2081 (Stand in the name of Rajlaxmi Sen), within the jurisdiction of A.D.S.R.O. Bidhannagar at present Rajathat Newtown, within the local limits of Rajarhat Gopalpur Municipality, Holding No. R.G.M/22/148, Ward No. 22 (Old) 24 (New), premises at Dakshin Arjunpur at present Bidhananagar Municipal Corporation, Holding No. 148, Ward No. 10, Block No. AB, Assesse No. 2033111118, Premises No. AB-4/4, Premises at Deshbandhunagar, P.S. - Rajathat at present Baguiati, District - North 24



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Parganas, West Bengal, Kolkata - 700059, which is butted and bounded by as follows,

**Butted and Bounded by:-**

On The North: Scheme Plot No - 8 (House of Nirjala Bala das)

On The South: 15 Feet wide Municipal Road

On The East: 15 Feet wide Municipal Road

On The West: House of A.K Ganguly.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**LAND OWNERS' ALLOCATION**; The Landowner hereto in consideration of allowing the Developer to develop their aforesaid landed property as stated in the **FIRST SCHEDULE** herein above by raising the construction of multi storied (G+3) building over and above the same will be entitled to have the allocation in the manner as follows :-

1) **The Landowners' Allocation will be allotted as follows :-**

a. **Land Owners' Cash Consideration**: Shall mean the Developer already paid refundable cash consideration amount of a sum of Rs. 10,00,000/- (Rupees Ten Lakhs) only to the Land Owner herein. As this following manners,

Consideration amount	Payment schedule of consideration
Rs. 10,00,000/- (Ten Lakhs) Only	i) Rupees 10 Lakhs already paid as a refundable cash consideration amount .

b. **Land Owner's Allocation** : It is agreed by and between the parties to this agreement that the Land Owner shall be entitled to receive the sanctioned



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area, as will be sanctioned by the Bidhananagar Municipal Corporation, for the (G+3) storied building in accordance with the sanctioned building plan, together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building in the following manner :-

The Land Owner's shall entitle for their allocation as the following manners:-

Floor	Percentage of area	Side
Ground	50% (as per Sanction area)	South-East-North
First	100% (as per Sanction area)-	Entire Floor
Third	50% (as per Sanction area)	One Flat at North-East One Flat at South-West

Together with undivided proportionate share of the first schedule of land underneath **TOGETHER WITH** common areas and facilities.

1. The remaining Constructed area will be Developer's Allocation.
2. Later on, after preparation of the Floor Plan, the flats will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats within the preview of the Landowner Allocation.
3. The existing building will be demolished by the Developer and sale proceeds of its residuals will be taken by the Developer.



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4. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any extra area for the construction of the multi storied (G+3) building, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.
5. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**DEVELOPER'S ALLOCATION:** Developer's Allocation: Shall mean all the remaining area of the construction/sanction area in the said proposed (G+3) Storied Building excluding Land Owners' Allocation in the said (G+3) storied Building including the proportionate share of common facilities, common parts and common amenities of the building as following manners.

Floor	Percentage of area	Side
Ground	50% (as per Sanction area)	South-West-North
Second	100% (as per Sanction area)	Entire Floor
Third	50% (as per Sanction area)	One Flat at South-East One Flat at North-West



*[Handwritten signature]*

Registrar U/S 7 (2)  
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THE FOURTH SCHEDULE ABOVE REFERED TO

SPECIFICATION

Structure	:	R.C.C. Framed Structure.
Brick Work	:	Brick work will be done with, good quality Bricks, all outer walls are 10"/8" thick, main partition walls are 5" thick and all inner walls 5" thick respectively.
Inner wall	:	Will be Putti finished.
Doors	:	Frames to be made of good quality sal wood main door will be provided by Good quality wooden door, and internal doors (except bath room) will be made of water proof flash door.
Windows	:	Aluminum sliding Window with 3mm glass fittings. With iron grill.
Verandah	:	Covered by half Iron Grill.
All floors	:	To be finished with Vitrified Tiles of approved quality.
Kitchen	:	Cooking plat form with Black Stone top with Green granite top finished with 22" stainless steel sink fittings and Dado will be 3'-0" in height from top of cooking platform and made of standard Glazed Tiles of approved quality.
Toilet	:	One European Commode Toilet with commode flash point. And Floor will be finished by Matte Finished (Anti Skid) Floor Tiles and height will be up to Lintel Level from the floor, with 01 (one) shower point, 02 (two) Bibcock point.
Water connection	:	Water connection will be provided from the Overhead water tank. Which will be connected with the motor



*3*

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		pump being submersible having direct connection with the overhead water reservoir and also one underground reservoir for storage of municipal water connection.
Electricity	:	<p>a) Each bed room will be fitted with 1 (one) fan point, 1(one) plug point (5 Amp.), 2 (one) tube light/LED Lamp point and 1 (one) bracket lamp point &amp; 1 A.C. Point at Master Bed Room.</p> <p>b) Drawing room will have 1 (one) light point, 1 (one) fan point, 2 (two)plug point ( 5 Amp.) one 15 Amp plug point with one T.V. Plug point(5Amp).</p> <p>c) Dining room will have 1 (Refrigerator) 15 Amp point 1(one) light point, 1 (one) fan point, and another 15 Amp Power point along with 1 (one) white wash basin fittings.</p> <p>d) Kitchen will have 1(one) light point, 1 (one) exhaust/kitchen chimney point 1(one) fan point, 2(two) 15 Amp. Power Point.</p> <p>e) Each toilet will have one light point &amp; 1 (one) Geyser point will be provided (only for one toilet), in a Flat 1 (one) 15 Amp Point</p> <p>f) One Calling Bell Point.</p>
Lift	:	Yes. (3+1) Passenger capacity

**EXTRA WORK :** Any work other their specified above would be regarded as extra work for which separate payment is required.

- Annexed Finger Prints and Photographs of the Parties will be treated as a Part of this Development Agreement Cum Development Power of Attorney.



*[Handwritten signature]*

Registrar U/S 7 (2)  
District Sub Registrar-II  
North 24 Parganas, Barasat

30 JUL 2025

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 presents of following :-

WITNESSES :

1. Raj Swayjit Seal  
Mehati, Ghatufati  
Pin - 743135

2. Nayankr. Saha  
Bageidi Shapana  
Kol - 700059.

Raj Swayjit Seal

SIGNATURE OF  
THE OWNER/APPOINTER

Drafted by :-

Sujit Kumar Seal

Advocate

District Judges' Court, Barasat  
North 24 Parganas.

Sujit Kumar Seal  
Advocate

District Judges' Court

Barasat, North 24 Parganas  
Enrolment No. - F-1144/2020

MIHIR GHOSH

Mihir Ghosh  
Proprietor

Proprietor

SIGNATURE OF  
THE DEVELOPER/ATTORNEY

Printed by:-

Anubhab Basu  
104/1 K.N.C Road, Barasat,  
Kolkata - 700124.



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Registrar U/S 7 (2)  
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MEMO OF CONSIDERATION

Received Rs. 10,00,000/- (Rupees Ten Lakhs) only, as refundable amount from the Developer herein as per schedule below:-

Date	Transaction	Bank	Branch	Amount
16/07/2025	Via RTGS "BDBCR62025071614562023"	Bandhan Bank	Baguiati	Rs. 10,00,000/-
			Total	Rs. 10,00,000/-

Total Rupees Ten Lakhs Only.

WITNESSES:-

1. B. S. Swarnjit Shil  
Nainati, Baguiati  
Pin - 743135

2. Naya Kr. Saha  
Baguiati, Sahapara  
Kot - 700059.

*Rajlaxmi Sen*

SIGNATURE OF THE LAND OWNER



*3*

Registrar U/S 7 (2)  
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North 24 Parganas, Barasat

30 JUL 2025

**UNDER RULE 44A OF THE I.R. ACT 1908**

Name - SMT. RAJLAXMI SEN

Status - Presentant/ Executant / Claimant / Attorney / Principal / Guardian / Testator (V)



*Rajlaxmi Sen*

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

**RIGHT HAND FINGER PRINTS**

*Rajlaxmi Sen*

Signature of the Presentant

2) Name - SRI MIHIR GHOSH

Status - Presentant/ Executant / Claimant / Attorney / Principal / Guardian / Testator (V)



*Mihir Ghosh*

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

**RIGHT HAND FINGER PRINTS**

MIHIR GHOSH

*Mihir Ghosh*

Signature of the Presentant

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*[Handwritten signature]*

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North 24 Parganas, Barasat

30 JUL 2025

भारत निर्वाचन आयोग  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

IQN0565598



निर्वाचक नाम : विश्वसिंह शील  
Elector's Name : विश्वसिंह शील  
पिता का नाम : रामचंद्र शील  
Father's Name : रामचंद्र शील  
Sex : पुरुष  
व्यक्तिगत विवरण

IQN0565598

पता:  
147, BISHKANACHYA PALLY,  
HAZINAGAR, NAHATI, HOWRAH 741035

Address:  
147, BISHKANACHYA PALLY,  
HAZINAGAR, NAHATI, HOWRAH 741035

Date: 22/12/2013  
104-वर्ग 2 निर्वाचन क्षेत्र निर्वाचन अधिकारी कार्यालय  
Facsimile Signature of the Electoral  
Registration Officer for  
104-Nahati Constituency

ध्यान दें: यह पहचान कार्ड केवल निर्वाचन के लिए ही प्रयोग किया जा सकता है।  
यदि किसी कारणवश पता बदलना हो तो निर्वाचन अधिकारी कार्यालय को सूचित करना होगा।  
In case of change in address, the voter should inform the Electoral Registration Officer.  
Call at the close of the day.

*विश्वसिंह शील*

Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



290720252018427959

GRIPS Payment Detail

GRIPS Payment ID:	290720252018427959	Payment Init. Date:	29/07/2025 14:57:47
Total Amount:	25099	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8881738757337	BRN Date:	29/07/2025 14:57:50
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr MIHIR GHOSH  
Mobile: 9836469506

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260184279608	Directorate of Registration & Stamp Revenue	25099
Total			25099

IN WORDS: TWENTY FIVE THOUSAND NINETY NINE ONLY.

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

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



192025260184279608

GRN Details

GRN:	192025260184279608	Payment Mode:	SBI Epay
GRN Date:	29/07/2025 14:57:47	Bank/Gateway:	SBlePay Payment Gateway
BRN :	8881738757337	BRN Date:	29/07/2025 14:57:59
Gateway Ref ID:	112963534	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	290720252018427959	Payment Init. Date:	29/07/2025 14:57:47
Payment Status:	Successful	Payment Ref. No:	2002110826/2/2025

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr MIHIR GHOSH
Address:	EC-3, GHOSHPARA, DESHBANDHU NAGAR, BAGUIATI, NORTH 24 PARGANAS, KOLKATA - 700059
Mobile:	9836469506
EMail:	mail.stepcon@gmail.com
Period From (dd/mm/yyyy):	29/07/2025
Period To (dd/mm/yyyy):	29/07/2025
Payment Ref ID:	2002110826/2/2025
Dept Ref ID/DRN:	2002110826/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002110826/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	15071
2	2002110826/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	10028
			<b>Total</b>	<b>25099</b>

IN WORDS: TWENTY FIVE THOUSAND NINETY NINE ONLY.

### Major Information of the Deed

Deed No :	I-1502-06658/2025		
Query No / Year	1502-2002110826/2025	Date of Registration	30/07/2025
Query Date	22/07/2025 6:18:17 PM	Office where deed is registered	
Applicant Name, Address & Other Details	SUJIT KUMAR SEAL DISTRICT JUDGES COURT, BARASAT, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9836469505, Status :Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 2/-		
Stampduty Paid(SD)	Rs. 20,071/- (Article:48(g))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		
	Additional Transaction	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
	Market Value	Rs. 1,10,84,998/-	
	Registration Fee Paid	Rs. 10,060/- (Article:E, E, E,)	

#### Land Details :



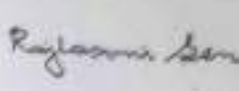
District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Deshbandhu Nagar, Mouza: Arjunpur, , Ward No: 10, Holding No:148 JI No: 7, Pin Code : 700059

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-981 (RS :981 )	LR-2081, (RS:-59910 )	Bastu	Bastu	5 Katha	1/-	1,04,99,998/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					8.25Dec	1/-	104,99,998 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	800 Sq Ft.	1/-	5,85,000/-	Structure Type: Structure, Status of Completion : Completed
Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		800 sq ft	1/-	5,85,000 /-	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Smt RAJLAXMI SEN</b> Wife of PRAFULLA RANJAN SEN Executed by: Self, Date of Execution: 30/07/2025 , Admitted by: Self, Date of Admission: 30/07/2025 ,Place : Office	 30/07/2025	 Captured LTI 30/07/2025	 30/07/2025
AB-4/4, DESHBANDHUNAGAR, City:- , P.O:- DESHBANDHUNAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.:: CRxxxxxx4M, Aadhaar No: 90xxxxxxxx0945, Status :Individual, Executed by: Self, Date of Execution: 30/07/2025 , Admitted by: Self, Date of Admission: 30/07/2025 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri MIHIR GHOSH</b> (Presentant ) Son of Late HARAN CHANDRA GHOSH Executed by: Self, Date of Execution: 30/07/2025 , Admitted by: Self, Date of Admission: 30/07/2025 ,Place : Office	 30/07/2025	 Captured LTI 30/07/2025	 30/07/2025
Son of Late HARAN CHANDRA GHOSH EC-3, GHOSHPARA, City:- , P.O:- DESHBANDHUNAGAR, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.:: AKxxxxxx0E, Aadhaar No: 55xxxxxxxx4023, Status :Individual, Executed by: Self, Date of Execution: 30/07/2025 , Admitted by: Self, Date of Admission: 30/07/2025 ,Place : Office				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri BISWAJIT SHIL</b> Son of Shri GADADHAR SHIL VIVEKANANDAPALLY, GORUR PHARI, City:- , P.O:- HAZINAGAR, P.S:-Ishahati, District-North 24-Parganas, West Bengal, India, PIN:- 743136	 30/07/2025	 Captured 30/07/2025	 30/07/2025
Identifier Of Smt RAJLAXMI SEN, Shri MIHIR GHOSH			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	Smt RAJLAXMI SEN	Shri MIHIR GHOSH-8.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt RAJLAXMI SEN	Shri MIHIR GHOSH-800.00000000 Sq Ft

### Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Deshbandhu Nagar, Mouza: Arjunpur, , Ward No: 10, Holding No:148 JI No: 7, Pin Code : 700059

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 981, LR Khatian No:- 2081	Owner:সমীত সেন, Gardian:সুজা সেন, Address:আজগঞ্জ . Classification:আস. Area:0.08000000 Acre.	Smt RAJLAXMI SEN

Endorsement For Deed Number : I - 150206656 / 2025

On 30-07-2025

**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 (a) of Indian Stamp Act 1899.

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

Presented for registration at 12:29 hrs on 30-07-2025, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Shri MIHIR GHOSH, Claimant.

**Certificate of Market Value (WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,10,84,998/-

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

Execution is admitted on 30/07/2025 by 1. Smt RAJLAXMI SEN, Wife of PRAFULLA RANJAN SEN, AB-4/4, DESHBANDHUNAGAR, P.O: DESHBANDHUNAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession House wife, 2. Shri MIHIR GHOSH, Son of Late HARAN CHANDRA GHOSH, EC-3, GHOSH PARA, P.O: DESHBANDHUNAGAR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Business

Identified by Shri BISWAJIT SHIL, , Son of Shri GADADHAR SHIL, VIVEKANANDAPALLY, GORUR PHARI, P.O: HAZINAGAR, Thana: Nahati, , North 24-Parganas, WEST BENGAL, India, PIN - 743135, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,060.00/- ( B = Rs 10,000.00/- , E = Rs 28.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by , by Cash Rs 32.00/-, by online = Rs 10,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2025 2:57PM with Govt. Ref. No: 192025260184279608 on 29-07-2025, Amount Rs: 10,028/-, Bank: SBI EPay ( SBIEPay), Ref. No. 8881738757337 on 29-07-2025, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by , by Stamp Rs 5,000.00/-, by online = Rs 15,071/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 3333, Amount: Rs.5,000.00/-, Date of Purchase: 25/07/2025, Vendor name: A K Sana

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2025 2:57PM with Govt. Ref. No: 192025260184279608 on 29-07-2025, Amount Rs: 15,071/-, Bank: SBI EPay ( SBIEPay), Ref. No. 8881738757337 on 29-07-2025, Head of Account 0030-02-103-003-02

Rita Lepcha  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II NORTH 24-  
PARGANAS  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2025, Page from 185893 to 185948  
being No 150206658 for the year 2025.



Digitally signed by RITA LEPCHA  
Date: 2025.07.30 16:07:41 +05:30  
Reason: Digital Signing of Deed.

(Rita Lepcha) 30/07/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS

West Bengal.