

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

(1/2/20 2/364) (c-2/63/364)

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> District Sub-Register-III Alipore, South 24-pargames

> > 11 MAR 2024

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE this 11

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O 7 MAR 2024

Vendor: Qual Ama (202)
Alipore Collectorate, 24Pgs. (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

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District Sub-Register-III

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dlo late Prosanta Chowdhury
occupation-student
Rabindra Pally, Brahmapur,
Kolkala-700096



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS.. ALIPORE SRI BIKAS RANJAN MAITI (PAN: AWKPM4924H, Aadhaar No. 7000 7271 2357), son of Sri Santosh Kumar Maiti, by faith Hindu, by occupation-Business, by Nationality-Indian, residing at C-6, Satindra Pally, P.O.-Garia, P.S. Bansdroni, Ward No.111, Kolkata -700084, hereinafter called and referred to as the "OWNER" (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 FIRST PART.

## AND

M/S MITRA CONSTRUCTION a Proprietorship Firm having its office at 18/1/1E, Durga Prasanna Paramhansa Road, P.O.-Naktala, P.S.-Netaji Nagar, Kolkata – 700047, being represented by its proprietor SRI TARUN KUMAR MITRA (PAN: AHSPM1443Q, Aadhaar No. 5759 0342 6001), son of Late Ajit Kumar Mitra, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at 18/1/1E, Durga Prasanna Paramhansa Road, P.O.-Naktala, P.S.-Netaji Nagar, Kolkata – 700047, hereinafter called and referred to as the "DEVELOPER" (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 SECOND PART.

WHEREAS one named Kharumal Begraj purchased ALL THAT piece and parcel of sali land measuring about 1 Acre lying and situated at R.S. Dag No.786 appertaining to R.S. Khatian no.174 of Mouza-Brahmapur, J.L. No. 48, within Collector's Touzi No. 60, R.S. No. 169, Pargana- Magura, P.S. previously Regent Park now Bansdroni, Additional District Sub-Registrar at Alipore, District South 24 Parganas from Mosammat Kubjan Bibi, Mosammat Sarjan Bibi and Mosammat Meyerjan Bibi by virtue of a registered Deed of Sale dated 19.04.1941 which was recorded in Book no. 1, being no. 1341 for the year 1941 for a valuable consideration.

AND WHEREAS the said Kharumal Begraj Sindhi while seized and possessed of the said landed property intended to form a Partnership Company along with Kebalram Jethananda and Nathurmal Keshwani (Thaumal), by virtue of a registered Deed of Partnership dated 05.07.1956



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which was duly registered in the office of A.R.A. at Kolkata, recorded in Book No.IV, Volume No. 30, Pages from 202 to 207, Being No. 2262, for the year 1956.

AND WHEREAS thereafter the said Kharumal Begraj Sindhi, Kebalram Jethananda and Nathurmal Keshwani (Thaumal) while jointly seized and possessed of the said landed property duly recorded their names in the records of rights under Settlement Records and finally, fully and absolutely published their names in the records of rights and accordingly the said Kharumal Begraj got 7 Annas 10 Gandas and the said Kebalram Jethananda got 4 Annas 5 Gandas and Nathurmal Keshwani (Thaumal) got 4 Annas 5 Gandas in respect of the said landed property lying and situated at R.S. Dag No.786 appertaining to R.S. Khatian no.174 of Mouza-Brahmapur, J.L. No. 48, within Collector's Touzi No. 60, R.S. No. 169, Pargana- Magura, P.S. previously Regent Park now Bansdroni, Additional District Sub-Registrar at Alipore, District South 24 Parganas and they were jointly seized and possessed of the said landed property without any lets or hindrances, free from all encumbrances.

AND WHEREAS the said Kharumal Begraj while Seized and possessed of his respective 7 Anna 10 Gonda share of landed property died intestate in the year 1964 leaving behind him, his wife Smt Parameshwari Devi and three sons namely Sri Ganashyam Das, Sri Gurmukh Das and Sri Shyam Das, as his only surviving legal heirs to inherit the said landed property with the provision of the Hindu Succession Act., 1956, then in force.

AND WHEREAS thereafter by virtue of a registered Deed of Retirement dated 15.07.1965, the said Kebalram Jethananda convey and transfer his respective 4 Annas 5 Gandas share of the said landed property in favor of the said Smt. Parameshwari Devi, Sri Ganashyam Das, Sri Gurmukh Das and Sri Shyam Das and accordingly the said Deed of Retirement, duly registered in the office of A.R.A. at Kolkata, recorded in Book No.1, Volume No. 117, Pages from 209 to 228, Being No. 4580 for the year 1965.

AND WHEREAS the said Nathurmal Keshwani (Thaumal) died intestate on 06.12.1971 leaving behind him, widow and one son namely Gurmukh Das Keshwani, as his only surviving legal heirs to inherit the said landed Property with the provision of the Hindu Succession Act., 1956, then in



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force. Be it mentioned that after demise of the said Nathurmal Keshwani (Thaumal) his widow also died intestate leaving behind her only son namely Gurmukh Das Keshwani, as her only surviving legal heirs to inherit the said landed property, with the provision of the Hindu Succession Act., 1956.

AND WHEREAS by a Deed of Conveyance dated 04.06.1980 made between Shri Gurmukh Das Keswani, Shri Ghyanashyam Das, Shri Gurumukh Das, Shri Shyam Das, Shrimoti Parameshwari Devi, as Vendors therein mentioned of the One Part sold, transferred, conveyed, assigned and assured ALL THAT piece and parcel of Bastu land lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, comprised in R.S. Khatian Nos. 174 appertaining to R.S. Dag Nos.786 under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of M/S. UDAYAN PALLY SAMITI registered under West Bengal Act., XXVI of 1961, having Registration No. S/28352 of 1980-1981 having its registered Office at 2, Deodar Rahaman Road, P.S. Lake, Kolkata - 700033, represented by its president SHRI ASIT KUMAR SAHU son of Late Mahim Ranjan Sahu, of 2, Deodar Rahaman Road, P.S. Lake, Kolkata - 700033, as Purchaser therein mentioned of the Other Part and the said Deed of Conveyance, dated 04.04.1980 duly registered with the office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 19, Pages from 132 to 139, Being No. 2790, for the year 1980, at a valuable consideration, mentioned therein.

AND WHEREAS since after purchasing the said landed property the said M/S. UDAYAN PALLY SAMITI, registered under West Bengal Act., XX V1 of 1961, having Registration No. S/ 28352 of 1980-1981 having its registered Office at 2, Deodar Rahaman Road, P.S. Lake, Kolkata - 700033, represented by its president SHRI ASIT KUMAR SAHU son of Late Mahim Ranjan Sahu, of 2, Deodar Rahaman Road, P.S. Lake, Kolkata - 700033 while seized and possessed of the said landed property sold, transferred, conveyed, assigned and assured ALL THAT piece and parcel of Bastu land measuring more or less an area of 03 Cottahs 00 Chittaks 22 Sq.ft., being Plot no. 3, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, comprised in Khatian No. 174, appertaining to R.S. Dag No. 786, under Police Station - Regent Park now



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Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of Sri. Bikash Ranjan Maiti (the vendor herein) and one Dilip Kumar Mukherjee and Narayan Gupta were confirming parties therein by virtue of a registered Bengali Deed of Sale, dated 11.03.2004, duly registered in the office of Additional District Sub-Registrar at Alipore, recorded in Book No.-I, Volume No. 108, page from 292 to 306, Being No. 01742 for the year 2004.

AND WHEREAS the said Sri. Bikash Ranjan Maiti mutated his name in the office of Kolkata Municipal Corporation vide Assessee no. 31-111-22-0513-9 and their land known as 369, Satindra Pally and also mutated his name in the record of BL & LRO vide L.R. Khatian No. 2549 and paid taxes regularly.

AND WHEREAS the party of the Owner herein, having felt inconvenience in developing the said premises, has decided to develop the same by constructing a G+3 storied building containing several self-contained flats and other units and for which she had started negotiating with the prospective Developer in respect of the said Schedule "A" property.

and development of the said premises intended to develop the land of the said premises through a Developer on joint venture basis wherein the Owner and the Developer will be entitled to 50:50 share ratio of entire construction of the newly constructed building.

approached the Developer herein for undertaking the aforesaid job upon the said premises by constructing, erecting and completing a new G+3 storied building in the land of aforesaid premises under certain terms and conditions hereunder appearing and the said Developer being satisfied with the said offer given by the said Owner has accepted the same and enter into this agreement for Development on the terms and conditions written hereunder.

NOW THIS AGREEMENT WITNESSES that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings:



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# ARTICLE:

1.1. OWNER : SRI BIKAS RANJAN MAITI

1.2. DEVELOPER : M/S MITRA CONSTRUCTION

1.3. PREMISES: ALL THAT piece and parcel of Bastu land measuring more or less an area of 03 Cottahs 00 Chittaks 22 Sq.ft., being Plot no. 3, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, comprised in R.S. Khatian No. 174 corresponding L.R. Khatian No. 2549, appertaining to R.S. and L.R. Dag No. 786, under Police Station - Regent Park now Bansdroni, Premises No.369, Satindra Pally, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, P.O. Garia, Kolkata-700084, Assessee no. 31-111-22-0513-9 in the District South 24 Parganas.

- 1.4 NEW BUILDING: Shall initially means that G+III storied building containing six flats and car parking spaces on the said plot of land to be constructed by the developer.
- 1.5 BUILDING PLAN: Shall mean sanctioned building plan or plans from the Kolkata Municipal Corporation for the proposed building, on the said premises no. 369, Satindra Pally, Kolkata 700084, now under P.S.-Bansdroni to be prepared by the cost, source and instruments of the DEVELOPER under total verification / observation of the OWNER. The building plan shall be made with mutual consent of owner and developer.
- 1.6 COMMON SERVICE AREAS: Corridors, stairways, surrounding open spaces/passages, ways, pump room, overhead water tank, underground water reservoir, one water pump, septic tank, roof and all other relevant facilities attached with the new building.
- 1.7 OWNER'S ALLOCATION: Shall mean one flat at North-West-South side on First Floor, one flat at North-West-South side on Third Floor. This obviously mean other than the common spaces of each floor. More precisely owner shall take the North-West-South side flat of first floor, second floor and third floor. The Owner shall get 50% of Garage area on the Ground floor. Area of the North-West-South side flat on each floor (Landowner's allocation) is equal to the area of the North-East-South side flat on each floor (Developer's Allocation).



- 1.8 DEVELOPER'S ALLOCATION: Shall mean one flat at North-East-South side flat on First Floor which will be 50% of the First Floor, one flat at North-East-South side on Second Floor which will be 50% of the Second Floor and one flat at North-East-South side on Third Floor which will be 50% of the Third Floor. This obviously mean other than the common spaces of each floor. More precisely Developer shall take the North-East-South flat of first floor, second floor and third floor. The Developer shall get 50% of Garage area on the Ground floor. Area of the North-East-South side flat on each floor (Developer's allocation) is equal to the area of the North-West-South side flat on each floor (Landowner's Allocation).
- 1.9 ARCHITECT: The person and/or firm to be appointed by the Developer for planning, designing and supervising the new building.
- 1.10 TRANSFEROR: The owner/developer herein.
- 1.11 TRANSFEREE: The purchaser who will purchase flats/spaces in the new building from the Developer's Allocation.
- 1.12 ADVOCATE: The person to the appointed by the developer who look after all legal matters in connection with the project under this agreement.
- 1.13 COMMON FACILITIES AND AMENITIES: shall include open roof of the building, stair ways, stairway landings passage ways, overhead and underground cemented water tanks, septic tank, water pump, boundary wall and Gate, open Ground spaces, electric meter and electric meter room etc. which shall be required for common enjoyment and rights with other flat owners in the building.
- 1.14 MAINTENANCE: Maintenance of the common facilities and amenities shall be the joint responsibility of the owner and other flat owners, but maintenance of internal facilities in individual flats shall be borne by the respective flat owners.
- 1.15 TIME: The Developer shall deliver the peaceful vacant physical possession of the owner's allocation within 18 months from the date of execution of this agreement, the Developer shall provide Completion Certificate to the Owner at the time of delivery of the Owner's allocation. The 18 months for construction time shall subject to the event of natural calamities which may be beyond control of the Developer. In case of any reasonable difficulties and circumstances beyond control of the Developer,



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the completion time of the proposed building may be extended for further 3 (three) months to complete the said building and deliver the Owner's Allocation in habitable condition to the Owner by the Developer as stated in this Development Agreement.

- 1.16 PROJECT: The work of development of the said premises undertaken by the Developer.
- 1.17 UNIT: Any independent flat/space in the new building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which is not the common portion.
- 1.18 UNIT OWNER: Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owner and the developer for the units held by them from time to time.
- 1.19 MANNER OF WORK and SPECIFICATIONS: The materials and accessories which are to be used for construction of the building (morefully and particularly described in the annexure annexed hereto).
- 1.20 MAINTENANCE: Maintenance of the common facilities and amenities shall be the joint responsibility of the owner and other flat owners, but maintenance of internal facilities in individual flats shall be borne by the respective flat owners.
- 1.21 FORFEIT AMOUNT: The Landowner shall get Rs. 5,00,000/- (Rupees Five lakh) only in the following manner:
  - a) Landowner shall get Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only at the time of signing of this Agreement.
  - b) Landowner shall get the rest of the amount i.e. Rs. 2,50,000/(Rupees Two Lakh Fifty Thousand) only after sanction Building Plan.

### ARTICLE - II : OWNER'S REPRESENTATION :-

- The Owner is the absolute owner in respect of the said schedule landed property as aforesaid.
- 2.2. There is no other agreement holder in respect of the said premises.
- 2.3. There is no tenant in the said premises.
- 2.4. There are no suits, litigations or legal proceedings in respect of the premises or part thereof.

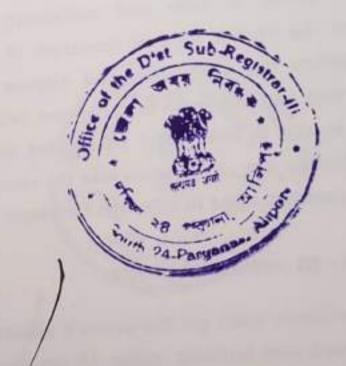


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- 2.5 No person other than the owner has any right, title and interest of any nature whatsoever in the premises or any part thereof.
- 2.6. The right, title and interest of the owner in the premises are free from all encumbrances and the owner has a marketable title thereto.
- 2.7. The premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owner.
- 2.8. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or other public demand.
- 2.9. The owner has not in any way dealt with the premises whereby the right, title and interest of the owner as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- 2.10. The owner shall has no difficulty in producing tax clearance certificate or any permission, if required, for completion or transfer the developer's allocation to the developer and/or its nominees and/or otherwise in fulfilling their obligations hereunder in which the developer will also co-operate.
- 2.11. The owner is fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement. If the Owner expires before the completion and dispose of the units of the building entirely, wife and two sons of the owner being the only heir of the owner, shall be bound to follow and be entitled all the terms of this agreement without further any claim, otherwise the competent Court shall have option to take necessary steps to relief the Developer.

# ARTICLE - III -OWNER'S RIGHT:

3.1. The owner shall get the owner's allocation without any hindrance in the proposed new building within 18 months from the date of execution of this agreement and delivery of the peaceful vacant possession of the said land by the owner to the Developer which shall not become applicable if the developer's project in question faced and hindrances in respect of any kind or legal mattes, natural calamities and circumstances beyond control of the Developer, the completion time of the proposed building may be extended for further 3 (three) months to complete the said building however the time is the essence of contract against which the Owner shall transfer the



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proportionate undivided share/interest of land in the premises attributable to the Developer's allocation without any hindrance.

If the developer shall not complete the project within statutory period i.e. 18 months and further 3 months grace period in that case developer shall pay s.10,000/- per month till the completion of the project.

# ARTICLE - IV -OWNER'S OBLIGATION :

- 4.1. The Developer shall be entitled to construct and complete the new building strictly in accordance to the building plan without any inheritance or hindrance from the side of the Owner provide that the Developer shall use good quality of materials and good quality of labours as well.
- 4.2. During the continuance of this Agreement the Owner shall not let out, grant, lease, mortgage and/or create any charge in respect of the premises or ay portion thereof without the consent in writing of the Developer and vice versa.
- 4.3. The Owner shall execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the Developer's allocation in the new building.
- 4.4. The Owner shall execute a registered development power of attorney in favour of the Developer or its nominee in respect of the developer's allocation as stated herein.
- 4.5. The Owner if required, shall execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the Developer's Allocation and present the same before the registration authority in respect of flats and spaces pertaining to the Developer's allocation for registration.
- 4.6. The Owner shall extend all reasonable co-operation to the Developer for effecting construction of the new building free of cost.
- 4.7. The Developer shall be entitled to deliver the flats and spaces pertaining to the Developer's allocation to the purchaser only after it delivers the Owner's Allocation to the Owner in complete habitable conditions.



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- 4.8. The Developer shall be entitled to transfer the flat/space along with the undivided proportionate share of land in the premises attributable to the Developer's allocation on the strength of the Power of Attorney to be given by the Owner.
- 4.9. The Developer shall be entitled to make publicity in all possible manners for the benefit of commercial exploitation of the Developer's Allocation in the said building.
- 4.10. The Developer shall get all the materials after demolishing the existing building.
- 4.11. The Owner at the time of execution of this Agreement shall be liable to keep all original documents such as the Title Deeds, K.M.C. Tax Bills, Mutation Certificate and any other documents regarding the title ship/Ownership of the said landed property to the said Developer, against a valid receipt for the requirement in respect of the plan and/or any other reasonable purpose during the construction of the building. The said original documents will be returned to the owner's association/in front of all owners of the said proposed building after delivery of the whole building by the Developer.
- 4.12. The Developer shall have the sole and exclusive right to appropriate the building materials to be fetched from the old building.
- 4.13. That the Owner is exclusively liable to pay the entire tax outstanding before the Kolkata Municipal Corporation in respect of any pending Property Tax, General Revaluation Outstanding, if any till the date of execution of the instant Development Agreement. After signing this agreement developer shall liable to pay all municipal tax and other tax if any till completion of project.

# ARTICLE - V : DEVELOPER'S OBLIGATION :

5.1. The Developer shall bear all cost arising out of the construction of the new building, taxes as enforced by K.M.C Land and Revenue Department of West Bengal and any other statutory or Govt. bodies time to time during the



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construction period and up to the delivery of the said building to the Owner and the other purchasers.

- 5.2. That during the period of the construction the Developer shall take all responsibilities of labour charges, cost of materials, accidents, injuries etc. if any and the Developer shall keep the Owner saved harmless and indemnified against any costs, expenses, loss and damages that may arise in respect of construction of the new building and the Owner shall not be responsible in any manner whatsoever and similarly the owner shall keep the Developer saved harmless and indemnified against any other claims over and in respect of the Ownership the said premises in so far as it relates to the Developer's Allocation in the building.
- 5.3. That the Developer shall arrange Electricity connection of the main service for the entire new building. The Owner shall bear 50% the amount of deposits and expenses for main service line including main meter as would be required from the WBSEDCL for the common electricity meter in the building and also bear costs & charges for the individual meters for her owner's allocated flats in the said new building at the said premises.

#### ARTICLE - VI : OWNER'S INDEMNITY :

- 6.1. The Owner declares that the premise is free from all encumbrances whatsoever and the Owner has full right and absolute authority to enter into this agreement with the Developer.
- 6.2. The Owner declares that save and except the Owner herein no other person has any right title and interest on the premises.
- 6.3. The Owner declares that there is no defect in the title of the premises.
- 6.4. The Owner declares that no other agreement whatsoever subsists in respect of the premises.

## ARTICLE VII: DEVELOPER'S INDEMNITY:

7.1. The Developer indemnifies the Owner against all claims, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the new building and/or accepting money from the



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intending purchaser in respect of the Developer's Allocation excepting giving suggestions regarding construction of the building in general and owner' allocation in particulars and keeping in view the standard of people obtaining in the area as well.

# ARTICLE VIII: COMMON RESTRICTIONS:

- 8.1. Neither party shall use or permit to use of their respective allocation or any portion of the new building for illegal activity detrimental to the peaceful living of the other occupiers of the new building.
- 8.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the new building.
- 8.3. Both parties shall abide by all laws, bye-laws, rules and regulations authority in enjoying the occupation of the new building.
- 8.4. Both the owner and purchasers of the flats will jointly form association and/or common body to look after the maintenance of the new building.
- 8.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing which may be detrimental to the free ingress and egress to the new building or part thereof.
- 8.6. Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the new building upon giving notice in writing.
- 8.7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allotments.
- 8.8. Both the parties herein also agree that built-up/covered area of all floors should be made according to floor plan drawing.

## ARTICLE IX : MISCELLANEOUS :

9.1. The Owner and the Developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.



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9.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.

# ARTICLE X : FORCE MAJURE :

10.1 The Developer will obtain plan and complete the owner's allocation within the stipulated period unless it is prevented by the circumstances like natural calamities which may be found beyond control of the developer.

### ARTICLE XI : JURISDICTION:

11.1. The Court at Alipore, South 24 Parganas and the High Court at Calcutta will have the exclusive jurisdiction over this agreement.

# SCHEDULE "A" ABOVE REFERRED TO (ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land measuring more or less an area of 03 Cottahs 00 Chittaks 22 Sq.ft., together with 1200 sq.ft. structure standing thereon lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, comprised in R.S. Khatian No. 174 corresponding L.R. Khatian No. 2549, appertaining to R.S. and L.R. Dag No. 786, being Plot no. 3, under Police Station - Regent Park now Bansdroni, Premises No.369, Satindra Pally, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, P.O. Garia, Kolkata-700084, Assessee no. 31-111-22-0513-9 in the District South 24 Parganaswith the easement right to use 16" feet wide road on the Eastern Side of the premises, the land is butted and bounded by:-

On the North : By 16' feet wide common passage,

On the South : By plot no. 10,

On the East: By plot no. 2,

On the West : By plot no. 4,

## SCHEDULE "B" ABOVE REFERRED TO (OWNER'S ALLOCATION)

Owner's Allocation shall mean one flat at North-West-South side on First Floor, one flat at North-West-South side on Second Floor, one flat at North-West-South side on Third Floor. This obviously mean other than the common spaces of each floor. More precisely owner shall take the North-



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West-South side flat of first floor, second floor and third floor. The Owner shall get 50% of Garage area on the Ground floor. Area of the North-West-South side flat on each floor (Landowner's allocation) is equal to the area of the North-East-South side flat on each floor (Developer's Allocation).

# SCHEDULE "C" ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

1.9 Developer's Allocation shall mean one flat at North-East-South side flat on First Floor which will be 50% of the First Floor, one flat at North-East-South side on Second Floor which will be 50% of the Second Floor and one flat at North-East-South side on Third Floor which will be 50% of the Third Floor. This obviously mean other than the common spaces of each floor. More precisely Developer shall take the North-East-South flat of first floor, second floor and third floor. The Developer shall get 50% of Garage area on the Ground floor. Area of the North-East-South side flat on each floor (Developer's allocation) is equal to the area of the North-West-South side flat on each floor (Landowner's Allocation).

# SCHEDULE "D" ABOVE REFERRED TO (SPECIFICATION OF WORKS)

FOUNDATION: The building designed as R.C.C. foundation pillars, beams and also slabs as per standard domestic civil norms of corporation.

WALLS: All external walls shall be 200 mm thick brick wall with cement plaster the partition walls shall be 125 mm and 75 mm thick.

FLOORING: All the flooring shall be made with cut piece 2' x 2' marble or 2' X 2' vitrified tiles.

INTERNAL FINISHED TO WALL: All internal Walls and ceiling shall be finished with cement and putty of flat areas.

DOORS AND WINDOWS: All door shall be flush door and PVC door in toilet, window shall be aluminum sliding along with mild steel designer covered structure

EXTERNAL WALLS: All external walls will be painted with primer and weather coat.



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WATER SUPPLY: Each Flat will be provided water supply line from overhead 3 layer PVC (2 x 1000) Patton/ Supreme water tank which will be filled up by water pump from semi underground cemented water reservoir. Water for all flats will be supplied from the Corporation Water Supply.

KITCHEN: Kitchen Platform will be made of Granite and the kitchen sink (24 inches) will be of steel sink.

Kitchen dado over slab will be 2'-0' high designer glazed tiles.

TOILET: Toilet dado will be 6'-0' high designer glazed tiles. Toilet will be provided with decorative Chromium platted fittings, sanitary fitting will be white fitting. Porecelin Hand wash basin will be provided in one toilet with Hot and cold waterline, one shower, comod with fittings in each flat. (2 toilets in each 2BHK flat).

# VERANDAH:

Verandah will be covered with Steel railing upto height of 36 inch. ELECTRIFICATION:

- All bed rooms will be provided with 2 light points, 3 plug points, 1 fan point, 1 AC point for only one bed room.
- Living dining room will be provided with 2 light points, 2 fan points, 3 plug points and 2 power supply points for TV and Dish connection.
- Kitchen will be provided with 1 light point, 1 exhaust/Chimney point, 1
  power point and 1 plug point for Aqua Guard.
- Toilet will be provided with 1 light point, 1 exhaust point and one toilet will have 1 Geyser point.
- MCB for Havells make will be provided.PVC rain supreme water pipe for roof water disposal.
- 6. Lift.

# SCHEDULE "E" ABOVE REFERRED TO (COMMON AREA AND FACILITIES)

- 1. Roof
- Foundation, beams vertical and lateral supports, main walls, common walls, boundary walls, main entrance/Gate of the said building.
- 3. Main Gate of the premises.
- Installation common service viz. electricity water, pipes and sewerage, rain water pipes.
- 5. Water pump with motor and pump room.
- 6. PVC 3 layer Reservoir on the roof.
- 7. 24 hours water supply from overhead tank to the respective flats.



- 8. Common staircases, landings, lobbies etc.
- 9. Common meter box.
- Open space surrounding the said building.
- Lightning in the common space, passages, staircase including fixtures and fittings. Roof of the building, PVC rain supreme water pipe for roof water disposal.
- There is Lift facilities in the said building.
- 13. All other parts of the said building the necessary for its existence, maintenance and safety for normally in common use of the owners of the respective flats.

## SCHEDULE "F" ABOVE REFERRED TO (COMMON EXPENSES)

- The expenses of maintain and repairing the main structure, main walls top floor roof and in particular the main water pipes, waste water pipes, water lines, water tanks etc. of the building and also electric lines for common lights and pump.
- The cost of cleaning and light, top floor roof etc. and other parts of the building used by the buyers in common with owner and occupier of the other flats and spaces.
- The cost of maintaining, servicing, substituting repairing and working of common lights.
- All expenses of common service and in connection with common area and facilities as mentioned above.
- All litigation expenses incurred for the common purpose are relating to common use and enjoyment of the common portions.
- All other expenses and/or outgoing as are incurred by the owner and/or service organization for the common purpose.



IN WITNESS WHEREOF the Parties herein concerned set and subscribe their respective hands and signature on these presents on the day month and year first above-written.

Signed and delivered in presence of the

Following witnesses:

### WITNESS:

1. Barcondra neth Bonige. Lete Dhercondra MA Boniga. F. 45, Rabindrapally. Brakmapue. Kuf-96. Poixas Ranjan Maili

SIGNATURES OF THE OWNER

2. Tanney Kuta So Taxun kunar Luta 18/1/1E D.P.P Road Kol-47

MITRA CONSTRUCTION Tarun Kumar Mil-PROPRIETOR

SIGNATURE OF THE DEVELOPER

Drafted and Typed at my office as per documents, information and instruction are given by all parties & I read over & Explained in Mother Languages to all parties to this deed and all of them admitted that the same has been correctly written as per their instruction

Enrolment No. WID 2138 Alipore Police Court, Kolkata - 700027



# MONEY RECEIPT

**RECEIVED** with thanks from the Developer Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only out of total consideration Rs. 5,00,000/- (Rupees Five Lakh) only.

DATE	MODE OF TRANSACTION	BANK	AMOUNT
11.03.24	Cheque NO.000005	U.C.O. Bank (Gravia Branch)	Rs. 2,50,000
	Mark State	TOTAL	Rs. 2,50,000/-

(Rupees Two Lakh Fifty Thousand) only

### WITNESS:

1. Barendu Alt Bomjee.

2. Tanmoy Mitra

Bixas Ranjan Maiti



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

# SPECIMEN FORM FOR TEN FINGER PRINTS

/	-						
	100		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		LEFT HAND					
РНОТО							
		RIGHT HAND	ТНИМВ	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGE
	E		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
-	an Mail	LEFT HAND	6				
	30		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	Bires R	RIGHT HAND					0
	1		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
00	Keeman peile	LEFT HAND					
	X	11.5	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGE
	Tarum	RIGHT HAND					1
			LITTLE FINGER	DING SWEET			-
			LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		LEFT HAND				200	
PHOTO			THUMB.	FORE SUICES		I processor and the second	
		RIGHT HAND	THOME	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGE



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS.. ALIPORE



### ভারতের নির্বাচন কমিলন পরিচয় পর ELECTION COMMISSION OF INDIA IDENTITY CARD

ZZC2525269



নিৰ্বাচকের নাম : মৌমিতা চৌধ্রী Elector's Name - Moumita Chowdhury

শিতার নাম

: প্রশান্ত চৌধুরী

Father's Name

· Prosanta Chowdhury

লিঙ্গ/Sex

· 图/F

লশ্ব তারিখ

Date of Birth

: 11/08/1996

ZZC2525269

A-8, বৰীন্দ্ৰ পল্লী, কোলকাজ থিউঃ কর্পোঃ, বাশদ্ৰোণী, কলকাজ-700084

Address:

A-8, RABINDRA PALLY, KMC, BANSDRONI, KOLKATA-700084

Date: 09/01/2017

152 - টালিগছ নিৰ্বাচন ক্ষেত্ৰেছ নিৰ্বাচক নিৰ্বাচন অধিকাৰিকেছ আক্ষেত্ৰ অনুকৃতি

Facsimile Signature of the Electoral Registration Officer for

152 - Tollyganj Constituency

টিকান্য পরিবর্ত্তন হলে সভুন টিকানাছ কোটার লিটে নাম বেলার ও একট লয়ুকেচ নতু ন সচিত্র পরিচরপত্র পাওয়ার যান্য নিনিষ্ট কর্মে এই পরিচয়পত্রের নম্বর্তী উল্লেখ কলেন।

In case of change in address mention that Card No. in the relevant Form for including your mane in the roll at the changed address and to obtain the card 293 / 494 radinant water than

Hounita Caowalhury

# Major Information of the Deed

Deed No:	1-1603-04035/2024	Date of Registration	11/03/2024		
Query No / Year	1603-2000637364/2024	Office where deed is registered			
Query Date		D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas			
	06/03/2024 5:40:02 PM				
Applicant Name, Address & Other Details	Bodhisatwa Basu Alipore Police Court, Thana: Alipo 700027, Mobile No.: 877729033	ore, District : South 24-Pargan	as, WEST BENGAL, PIN		
Transaction		Additional Transaction	S. Folkston		
[0110] Sale, Development agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Proper 2,50,000/-]	ement : 2], [4311] Other		
Set Forth value		Market Value			
Rs. 2/-		Rs. 30,51,502/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,021/- (Article:48(g))		Rs. 2,553/- (Article:E, E, B)			
Remarks	Received Rs. 50/- (FIFTY only area)				

## Land Details:

District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satindra Pally, , Premises No: 369, , Ward No: 111 Pin Code: 700084

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (in Rs.)	Other Details
1.1	(RS > )		Bastu		3 Katha 22 Sq Ft	110000	2001.0007.000000000000000000000000000000	Width of Approach Road: 16 Ft., Adjacent to Metai Road,
	Grand	Total:			5.0004Dec	1 /-	27,27,502 /-	

## Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	1/-	3.24.000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

ľ	Total	: 1200 sq ft	11-	3,24,000 /-	
8	1,534	- Indo ad it	117	3,24,0007-	

# Land Lord Details :

SI	Name, Address, Photo, Finger print and Signature								
1	Name	Photo	Finger Print	Signature					
	Mr BIKAS RANJAN MAITI Son of Mr SANTOSH KUMAR MAITI Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Office	Captured		Bisas Ranjon want					
		11/03/2024	LTI 11/03/2024	11/03/2024					
	C-6 SATINDRA PALLY, City:- , P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AWxxxxxx4H, Aadhaar No: 70xxxxxxxx2357, Status:Individual, Executed by: Self, Date of Execution: 11/03/2024  , Admitted by: Self, Date of Admission: 11/03/2024, Place: Office								

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
17.5	MITRA CONSTRUCTION  18/1/1E, DURGA PRASANNA PARAMHANSA ROAD, City:-, P.O:- NAKTALA, P.S:-Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700047, PAN No.:: AHxxxxxx3Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

TARIM KUMAR MITRA			
r TARUN KUMAR MITRA Presentant ) on of Late AJIT KUMAR ITRA ate of Execution - 1/03/2024, , Admitted by: elf, Date of Admission: 1/03/2024, Place of dmission of Execution: Office		Captured	
	Mar 11 2024 11:32AM	LTI 11/03/2024	11/03/2024
	on of Late AJIT KUMAR ITRA ate of Execution - 1/03/2024, Admitted by: elf, Date of Admission: 1/03/2024, Place of dmission of Execution: Office	on of Late AJIT KUMAR ITRA ate of Execution - 1/03/2024, Admitted by: elf, Date of Admission: 1/03/2024, Place of dmission of Execution: Office  Mar 11 2024 11:32AM	on of Late AJIT KUMAR ITRA ate of Execution - 1/03/2024, Admitted by: elf, Date of Admission: 1/03/2024, Place of dmission of Execution: Office  Captured

# Identifier Details :

Name	Photo	Finger Print	Signature
Miss MOUMITA CHOWDHURY Daughter of Late P CHOWDHURY RABINDRA PALLY, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:-700096		Captured	Hansile Chandling
	11/03/2024	11/03/2024	11/03/2024

Transf	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	Mr BIKAS RANJAN MAITI	MITRA CONSTRUCTION-5.00042 Dec	11213
Trans	fer of property for S1		The second
SI.No	From	To. with area (Name-Area)	
1	Mr BIKAS RANJAN MAITI	MITRA CONSTRUCTION-1200.00000000 Sq Ft	

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 125883 to 125909 being No 160304035 for the year 2024.





Digitally signed by Debasish Dhar Date: 2024.03.27 12:38:51 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 27/03/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.