

3559/23

I 3479/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 711545

Signature
15/05/23
02:00 P.M.
9-2-1197/40/23

Additional District Sub-Registrar
Sodepur, North 24-Parganas

15 MAY 2023

DEVELOPMENT AGREEMENT

THIS INDENTURE is made this the 15th day of May 2023 (Two

Thousand Twenty Three) in Christian Era.

Certified that the document is admitted to registration. The signature sheet / sheet's and the endorsement sheet/sheet's attached with this document are the part of this document

BETWEEN

Page- 1 to 37

Signature
Additional District Sub-Registrar
Sodepur, North 24-Parganas

15 MAY 2023

9-2 JUN 2023

Reetu Mitra

১৯৮৩ সালের ১৮ জানুয়ারি
 জেলা ও উত্তর ২৪ পরগণা
 মদিনা : ০৪ অক্টোবর ৭৭
 মিন্ট ইন্সপ মদিনা : RS.1 200000
 ক্রীডারী বারাসাও
 উত্তর : ১৯৮৩ সালের ১৮ জানুয়ারি

~~02 JUN 2012~~

[1] SMT. REETA MITRA, [PAN AQHPM2446H], AADHAARCARD NO. 3430 4663 2396, W/o. Late Asit Kumar Mitra @ Asit Mitra, by occupation- Housewife, [2] SMT. JHUMNI MITRA, [PAN BSXPM6129C], AADHAAR CARD NO 7161 6980 9779, D/o. Late Asit Kumar Mitra @ Asit Mitra, by occupation - Service, [3] SRI BINIT MITRA [PAN BSXPM6131J], AADHAAR CARD NO. 3647 5807 5584, S/o. Late Asit Kumar Mitra @ Asit Mitra, by occupation- Self employed, all are by faith- Hindu, by Nationality- Indian, residing at 280 & 281 Ramkrishna Road, Now known as Dr. B.C. Roy Sarani, P.O. & P.S. New Barrackpore, District- North 24 Parganas, Kolkata- 700131, under the State West Bengal within the territory of India, hereinafter referred to as **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include his/her/their legal heirs, representatives and assigns) of the **FIRST PART**.

AND

M/S. ASHLEY DEVELOPER [PAN ABZFA6253H] a partnership firm having its office at 'Jogendra Apartment', 312, Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata- 700131, represented by its partners (1) Sri Rudradeep Saha Roy (PAN AYLPR4222J), AADHAAR CARD NO. 7505 8337 5011, S/o. Krishna Gopal Saha Roy, residing at Jogendra Apartment, 312, Vivekananda Road, P.O. & P.S. New Barrackpore, District- North 24 Parganas, Kolkata- 700 131, by occupation- Business, (2) Sri Tanay Ghosh Chowdhury (PAN ARQPG5599M), AADHAAR CARD NO. 6073 1141 6908, S/o Late Hemlal Ghosh Chowdhury, by occupation- Business, residing at 245, S.N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata- 700131, both are by faith- Hindu, by Nationality- Indian, hereinafter called and referred to as the **DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the context be deem to mean and include his/her/their

legal heirs, executors, administrators, successor, legal representatives and/or assigns) of the **SECOND PART.**

WHEREAS one Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, was the absolute owner over the Home stated land, measuring about 8¼ satak equivalent to 05 (five) Kathas more or less, in connection of Malek Khatian No. 253, Adhin Khatian No. 253, Dag No.- 272, Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, by virtue of one registered deed of sale, which was registered in the A.D.R. at Barasat, North 24 Parganas, recorded in Book No.- 1, Volume No.- 21, pages from 138 to 140, being No.- 1098 on 16.09.1970. Which was executed by Haripada Biswas who was the Chairman of New Barrackpore Co-operative Homes Limited and after purchased the said land, Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, enjoyed the same by mutated his name within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 280, Ramkrishna Road now known as Dr. B.C. Roy Sarani and also recorded his name in the Govt. sarestha and paid the all rents and taxes to the proper authority concern.

AND WHEREAS one Kamala Bala Mitra wife of Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, also the absolute owner over the Home stated land, measuring about 8¼ satak equivalent to 05 (five) Kathas more or less, in connection of Malek Khatian No. 253, Adhin Khatian No. 253, Dag No.- 272, Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, by virtue of one registered deed of sale, which was registered in the A.D.R. at Barasat, North 24 Parganas, recorded in Book No.- 1, Volume No.- 21, pages from 147 to



149, being No.- 1101 on 16.09.1970. Which was executed by Haripada Biswas who was the Chairman of New Barrackpore Co-operative Homes Limited and after purchased the said land, Kamala Bala Mitra enjoyed the same by mutated her name within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 281, Ramkrishna Road now known as Dr. B.C. Roy Sarani and also recorded her name in the Govt. sarestha, under L.R. Khatian No.- 409, L.R Dag No.- 2154 (in respect of land measuring about 01 decimal) and L.R Dag No.- 2156 (in respect of land measuring about 08 decimal) and paid the all rents and taxes to the proper authority concern.

AND WHEREAS according to aforesaid manner said two lands are adjucent and both of said Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra, and Kamala Bala Mitra are the owners of Home stated land, measuring about 16½ satak equivalent to 10 (ten) Kathas more or less, out of this 05 kathas land under in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No. 203/1, 293, 759 & 1635, under Dag No.- 272 corresponding to L.R. Dag No. 2155 and the land mearuring about 05 kathas more or less in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No.- 409, L.R Dag No.- 2154 (in respect of land measuring about 01 decimal in the name of Kamala Bala Mitra) and L.R Dag No.- 2156 (in respect of land measuring about 08 decimal in the name of Kamala Bala Mitra) Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 280 & 281, Ramkrishna Road now known as Dr. B.C. Roy Sarani. Which is described in the schedule **A** written hereunder.

AND WHEREAS Late Trailokya Nath Mitra @ Late Trailakhya Nath Mitra died on



22.01.1982 and Kamala Bala Mitra died on 17.04.1997 leaving behind their four daughter namely Tripti Ghosh, Shila Ghosh, Gita Das and Pratima Dhar and one son Asit Kumar Mitra @ Asit Mitra as legal heirs and successors. Accordingly all of them became the absolute owners over the aforesaid land and property by way of inheritance and all are get 1/5th share of land i.e. 02 Kathas land equally each according to Hindu succession Act.

AND WHEREAS one daughter Shila Ghosh died on 21.10.2003 and her husband Bimalendu Ghosh also died prior her death leaving behind their one son namely Ujjal Ghosh and two daughter namely Ruma Basu and KumKum Naha. They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land left by Shila Ghosh by way of inheritance according to Hindu succession Act.

AND WHEREAS another daughter Gita Das died on 24.05.2015 and her husband Juran Chandra Das also died prior her death leaving behind their one son namely Prasenjit Das and two daughter namely Jayeeta Bose and Jhumur Talukdar. They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land left by Gita Das by way of inheritance according to Hindu succession Act.

AND WHEREAS another daughter Pratima Dhar died on 26.06.2016 leaving behind her husband namely Shiv Shankar Dhar two son namely Sandeep Kumar and Sudeep Kumar. They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land left by Pratima Dhar by way of inheritance according to Hindu succession Act, and the aforesaid legal heirs all ready been transferred their undivided 1/5th share of land i.e. 02 kathas more or less in favour of partners namely **Rudradeep Saha Roy no. 1** and **Tanay Ghosh Chowdhury no. 2** of the developers herein by virtue of one registered deed of sale, being no. 9177 for the year 2022.

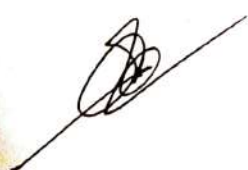


AND WHEREAS Tripti Ghosh, Ujjal Ghosh, Ruma Basu, Kumkum Naha, Prosenjit Das, Jayeeta Bose and Jhumur Talukdar i.e. co-shereas of the aforesaid land all ready been transferred their share of land measuring an area 10 decimal equivalent to 06 Kathas more or less in favour of the partners namely **Rudradeep Saha Roy no. 1** and **Tanay Ghosh Chowdhury no. 2** of the developers herein by the strength of one deed of conveyance being No. 1793 for the year 2023.

AND WHEREAS rest of the land measuring about 02 kathas more or less, which is left by one son Asit Kumar Mitra @ Asit Mitra died on 22.03.2007 leaving behind his wife namely Reeta Mitra one son namely Binit Mitra and one daughter namely Jhumni Mitra. They also became the joint owners over the undivided 1/5th share of land i.e. 02 Kathas land more or less by way of inheritance according to Hindu succession Act.

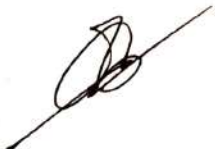
AND WHEREAS according to aforesaid manner, the partners namely **Rudradeep Saha Roy no. 1** and **Tanay Ghosh Chowdhury no. 2** of the developers herein are the owners of the undivided share of land measuring about 08 kathas more or less out of 10 kathas more or less and the present owners namely Reeta Mitra, Binit Mitra and Jhumni Mitra are the joint owners of undivided share of land measuring about 02 kathas more or less. Accordingly the present owners herein are the absolute owners and also enjoying, possessing over the said land measuring about 02 kathas more or less with the partners namely **Rudradeep Saha Roy no. 1** and **Tanay Ghosh Chowdhury no. 2** of the developers herein jointly by paying all rents and taxes to the authority concern and have every right, title and interest thereon without any interruption.

AND WHEREAS since possessed the Owner/Owners herein jointly decided to develop the said landed property with the developer herein by erecting multi-storied and/or G+4 storied building consisting of different self-content individual residential Flats, Shops,



Garages and/or Spaces over and above of the said landed property duly demolished the existing structure and with a view to effectuate that all of the Owner/Owners started to take proper steps with regard to but due to lack of technical conception about the construction as well as insufficient time and/or other hazards all of the Owner/Owners approached to the developer of the second part herein with a view to effectuate said multi storied building by developing the said landed property at developer's own cost and expenses and considering such approach the Developer herein accepted the proposal of the Owner/ Owners with a view to develop the said landed property by erecting multi-storied building at its own costs and expenses as per sanctioned building plan to be obtained from the competent local authority of New Barrackpore Municipality subject to the condition that the scheduled landed property must be free from all sorts of encumbrances including free from each and every occupancy either tenancy or not and with such condition agreed to develop the said landed property by demolishing existing structure and now, the Owner/ Owners herein agreed to develop the said property, so referred in the FIRST SCHEDULE I & II hereunder through the developer of the second part herein and the developer also agreed to develop the same duly constructed said proposed multi- storied building at its own cost and expenses with several terms and conditions as specified hereunder:

AND WHEREAS the owners/first part herein are agreed as well as bound to make amicable partition by way of Deed of partition in respect of owners allocation which we get by virtue of this Development Agreement. AND M/S. Ashley Developer is a partnership firm and the partners herein have every right to execute any deed or deeds acts and other work or works on behalf of the aforesaid firm haveing without any interruption according to their decision.



THIS INDENTURE WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN as follows:

DEFINATIONS:

- A) Architect:** Shall mean and include person or persons or firm, whom the Developer appoint or nominate as the Architects for the purpose of civil constructional work in accordance with the sanctioned plan duly consider the aspect of engineering point of view.
- B) Land:** Shall mean and include the plot of land fully described in the FIRST SCHEDULE - I & II property.
- C) Developer:** **M/S. ASHLEY DEVELOPER [PAN ABZFA6253H]** a partnership firm having its office at 'Jogendra Apartment', 312 Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131 represented by its sole proprietor **(1) Sri Rudradeep Saha Roy** residing at 'Jogendra Apartment, 312 Vivekananda Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, **(2) Sri Tanay Ghosh Chowdhury** S/o. Late Hemlal Ghosh Chowdhury, residing at 245, S.N. Banerjee Road, P.O. & P.S. New Barrackpore, District North 24 Parganas, Kolkata - 700 131, the second part herein which expression shall mean and include



its successors and/or successors in interest-in-office and assign.

D) Said Building:

Shall mean and multi-storied and/or multi-storied building known as **EKANTA AAPAN** duly described as per specification described in the FORTH SCHEDULE consisting of several units and other spaces to be erected by the developer as per the sanctioned plan in or upon the said land.

E) Said Unit:

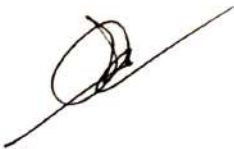
Shall mean and multi storied building duly described as per specification described in the FORTH SCHEDULE consisting of several units and other spaces to be erected by the developer as per the sanctioned plan in or upon the said land.

F) Said Plan:

Shall mean and include the plan sanctioned by the New Barrackpore Municipality as hereafter be sanctioned by the said Municipality and other appropriate authorities and/or department, so connected in respect thereto in respect of the land either part or as a whole.

G) Common parts:

Shall mean and include corridors, staircase, landing passage way and other facilities include water pump, spaces covered by water reservoir either on the ground or overhead, meter room/space if any, common room and toilet (if require) for maintainance and/or



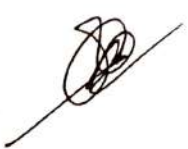
management of the building etc. intended for the common use by the owners and occupiers of the units if any and shall also include the cornices and projections outside the covered area of the said building as fully described in the FIFTH SCHEDULE hereunder written and such common areas and/or parts and portion and/or facilities of the said building includes as common as defined in Clause (d) of Section 3 of the West Bengal Apartment Ownership Act.

H) Roof/Ultimate Roof: Shall mean and include the roof and/or ultimate roof of the said building with absolute right of owners and developer on proportionate basis as prescribed duly calculative method by considering the area of the allocations of the constructed area only and always will be treated as the property on the owner/owners and developers and will not include as common area with other occupiers of the building but other occupiers shall have the liberty to use the roof and/or ultimate roof of the building only temporary basis as common considering the terms of these presents.

**I) Common
Proportionate
Expenses** Whereby and expenses or costs are mentioned to be borne or paid proportionately by the owner/owners, purchaser/s and the occupiers in accordance with respective units and/or measurements



- J) Holding Organisation:** Shall mean association, syndicate, limited company or co-operative or Registered Society that may be nominated or be formed by the unit owners for the common purpose.
- K) Common Purposes:** Shall mean and include the purpose of maintaining the said building and in particular and the common parts as also meeting of the common expenses and matters relating to the mutual rights and obligations of the Purchasers/occupiers/owners and the common use and enjoyment thereof.
- L) Undivided Share:** Shall mean the undivided proportionate impartibly share of interest in the "Said Land" as also the "Common Parts" to be determined by the Purchasers/ Occupiers/Owners in their absolute discretion into account the total area to comprise in the "Said Unit" agreed to be acquired by the concerned occupiers in relation to the total area of the said building.
- M) Transfer:** With its grammatical variations shall include a transfer by possession and by any other means adopted for affecting what it understood as a transfer of a space in multi storied building to purchase thereof although the same may not amount of transfer in law.
- N) Owners' Allocation:** shall mean the Developer shall liable to hand over **37%**



covered area as per sanction plan of the proposed multi-storied building over the entire land according to sanctioned building plan, sanctioned by the authority of New Barrackpore Municipality. From this allocation the developer shall liable to hand over the flat in the following manner: (1) one habitual residential flat measuring about 900 Sq. ft. covered area on the Second Floor in North-West side, (2) one habitual residential flat measuring about 600 Sq. ft. covered area on the Second Floor in back side, and Rs. 5,00,000/- as non-refundable amount to the owners written herein fully described in the SECOND SCHEDULE written hereunder. It is further mentioned here that rest of the constructed area as owners allocation as per sanction plan, that will be adjust @ 2000/- per Sq.ft.

O) Developer's

shall mean all the remaining portion of the entire multi storied building (excluding owner's allocation) togetherwith undivided proportionate share of land and including the common facilities common parts and common amenities and common top of the Roof right will be treated as common of the all unit holders of the building and the said property absolutely after providing the owner's allocation as aforesaid and together with the absolute right of the part of the



developers to enter into agreement for sale with intending purchaser/purchasers by and mode of transfer of property act and/or lease, let out or in any manner may with the same subject to fulfillment and observance of all the terms and conditions hereof fully described in the THIRD SCHEDULE written hereunder.

- P) Date of Delivery:** Shall mean and include the date/period as specified under clause hereunder on which the owner/owners are intimated by the Developer that the said unit/s is/ are complete and ready for occupation AND the delivery positively within stipulated period as settled, in favour of the owners in terms of these presents.
- Q) Developement Agreement** Shall mean this Agreement in final form must be a registered instrument.
- R) Power of Attorney:** Shall mean the nominated person and/or firm, who will be appointed as constituted attorney by the owner/ owners with a view to act and/or perform with full capacity to effectuat the development by way of construction as well as with full power to transfer the property, so determined as the Developer's allocation only duly complied the terms of these presents.
- S) Super built up of** It shall mean the area i.e. covered area + 25% super built-up of area ÷ Actual area, be treated as composite



expression inclusive of common parts as well as the areas of common uses and facilities but such calculative method is not applicable upon the owners. The calculative method will be applied duly measured the ultimate roof of the constructed building in accordance with the prescribed percentage as settled.

T) Transferences:

It shall mean and include the purchaser or purchasers to whom any floor space or unit in the said proposed buildings will be transferred for an against consideration but in any condition shall not include the owners save and except those specified in the terms of these presents.

THE TERMS:

1. **THAT** upon request of the owners the developer herein agreed to develop the aforesaid property by constructing multi storied building consist of several individual self-content residential flat, shops and/or garages as per building plan duly sanctioned by the New Barrackpore Municipality at its own cost and expenses and upon negotiation and/or upon confirmation of the owners herein, the Developer shall liable to hand over **37%** covered area of the proposed multi storied building according to sanction building plan sanctioned by the authority of New Barrackpore Municipality. From this allocation the developer shall liable to hand over the flat, garage and shop in the following manner: (1) one habitual residential flat measuing about 900 Sq. ft. covered area on the Second Floor in North-West side, (2) one habitual residential flat measuing about 600 Sq. ft.



covered area on the Second Floor in back side, and Rs. 5,00,000/- as non-refundable amount to the owners written herein fully described in the SECOND SCHEDULE written hereunder. It is further mentioned here that rest of the constructed area as owners allocation as per sanction plan, that will be adjust @ 2000/- per Sq.ft. without adding any super built up area to be provided by the Developer after negotiate with the owners without keeping any benefit either of the parties herein that is to say on equal benefit basis to that effect both the parties here to will act on natural basis so that, either of the party should not face any loss and injury considering commercial point of view and such constructed area will be specified on unit basis by a supplementary agreement to be executed by both of the parties herein.

2. **THAT** the understanding by and between the parties herein that the Developer will not provided any monetary consideration amount to the owner and it is mandate that the owner will execute **DEVELOPMENT POWER OF ATTORNEY AFTER REGISTRATION OF DEVELOPMENT AGREEMENT** either in same day and/ or within 5/7 days duly nominate the representative of the Developer including form as lawful Attorney duly appeared before the Ld. Registrar in jurisdiction for the purpose of establishment as registered Development Power of Attonery.
3. **THAT** the Developer Agreement as well as the Development Power of Attorney must be completed by the parties hereto within span of 20 (twenty) working days at Developer's own cost and expenses.
4. **THAT ALL OTHER** remaining constructed area duly determined as Flats, Shop-rooms, garages and/or space of the said proposed building **EXCEPT OWNERS' ALLOCATIONS** mentioned hereinabove shall always be considered as the



DEVELOPER'S ALLOCATION and both the party hereto i.e. Owners and the Developer shall have proportionate undivided right over the land on which the said building will be erected including all common rights, amenities and/or facilities of the said proposed building.

5. **THAT** under any circumstances the owners herein will neither claim any further immovable property from the proposed building and/or said property nor claim any further monetary consideration (save and except aforesaid interest free refundable security deposit) in connection with the land as well as the building to be constructed in near future and/or in future whatsoever, save and except Owners' Allocation.
6. **THAT** it is further mentioned here that if the area of the flat will be varied as per physical measurement of the owners allocation, in that case that will be adjust @ 2000/- per Sq.ft. which is accordance with the calculative method by measuring the ultimate roof of the building.
7. **THAT** the building in the part of the Owners that the owners will put the Developer in possession and/or provided the entire vacant possession in the said property within 30 (thirty) days from the date of sanction of the building plan and the Owners shall not make any delay to put the Developer in possession of the said premises subject to the completion of the said building as well as subject to the completion of all due formalities on the part of the owners as mentioned herein and considering such building the owners herein providing possession in favour of the Developer in respect of the said property with a view to effectuate the construction of proposed multi-storied building and by virtue of these presents the owner/owners hereby declaring and confirming that the owners will put the



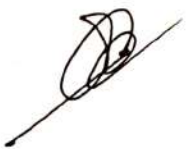
developer in possession and/or provide the entire vacant possession in the said landed property as prescribed as early as possible with a view to develop the said landed property.

8. **THAT** the Developer shall have every right to clear the landed property by demolishing existing structure with a view to construct proposed building.
9. **THAT** the Developer shall have every liberty to construct multi-storied building duly obtained revised building plan from the local authority of New Barrackpore Municipality and to that effect Developer shall have no objection under any circumstances whatsoever but the Owners will be entitled to get the ratio on negotiation by and between the parties hereto.
10. **THAT** the Owners herein authorize to the Developer to construct the said proposed Multi-storied building on the aforesaid property as per revised sanctioned building plan duly approved by New Barrackpore Municipality after execution of these present and all expenses shall be incurred in this respect shall be born by the Developer absolutely and the Developer shall also have every right to sanction any further revised building plan, if necessary with the help of the owners (if so required) at Developer's own costs and expenses and the developer shall have every liberty and/or authority to negotiate with the Local Authority to extend building upon consent of local Municipal Authority.
11. **THAT** the developer will take steps to clear the title of the proposed building in every respect at its own cost and expenses so that the intending purchaser/s will not raise any question in connection with the legal sanctity either of the said landed property and/or proposed multi storied building and the developer herein also liable to sanction the revised building plan after execution of these presents



at its own cost and expenses from the concerned local authority with a view to effectuate proposed multi storied building and to that effect the owner/owners will render their best co-operation and under any circumstance owner/owners will not delay proposed building work will affected as the time is the major factor and always will be interrelated with the delivery of the possession in favour of the owners herein.

12. **THAT** only the owners jointly herein are entitled to get shifting @ Rs. 6,000/- (Rupees Six thousand) only per month from the date of vacating of the landed property as referred in the **FIRST SCHEDULE** hereunder written and such vacating will be forced after sanction of the building plan and it is the liability and/or responsibility of the Developer to pay the said amount in favour of the owner herein six months as advance accordingly till such time until and unless his allocations be provided by the Developer herein.
13. **THAT** under purview of the law all such granted area, save and except owners' Allocation, always will be considered as Developer's Allocation and the Owners shall not raise any objection in respect thereto and/or shall not make any demand/claim to that effect wharsoever.
14. **THAT** the revised building plan duly sketched out by licensehold engineer by consulting with the Developer herein and the Developer is fully responsible to furnish the same duly embodied its the signature in the said plan before the competent local authority with a view to sanction and/or take approval duly revised the same or in any manner as the Developer deem fit and proper, within suitable period from the date of execution of these present and with a view to take sanction by paying the requisite amount from its own account with a view to take sanction of the proposed building plan.



15. **THAT** the right of the ultimate roof of the said building always stands as the right of the Developer and owners and the Developer shall have the right to raise stories or put up additional on the terrace/roof of the said building and such additional structures and stories shall in any event be the property of the Developer and the Owners.
16. **THAT** this present being effectuated considering multi-storied building considering as referred hereinabove and therefore ultimate roof right always will come into effect in accordance with the ratio as prescribed in this indenture but in any event if the concern local authority will approve further sanction in respect of the further floor on the basis of further revised building plan under such circumstances the ratio of allocation will come into effect on negotiation by and between the parties hereto.
17. **THAT** the parapet of the roof of the proposed building shall always be considered as the property of the owner/owners and developer and in any event if the owners and/or developer intends to use the said parapet of the roof of the proposed building for the purpose of any type of advertisement then either of the party upon consent of each will be entitled to do the same and to that effect concerned party shall have to pay the proportionate benefit of such incoming monetary value in accordance with the ratio as determined by and between the parties hereto in favour of the other party.
18. **THAT** the owner/owners herein shall in usual course render all co-operation the Developer and his/her/their authorized agents for the fulfillment of the said constructional work of the said proposed building and shall not create any bar or impediment or handrances for the same and if any disputes and differences shall



arise with adjacent neighbours and/or any third party or parties at the time of constructional work of the said proposed building then in that case all disputing matters will be solved both of the parties herein i.e. the owner/owners and/or developer herein at the cost of the developer save and except legal aspects and litigations under judicial purview in respect of the right title and/or interest of the property mentioned under FIRST SCHEDULE I & II hereinafter.

19. **THAT** the developer shall construct the said proposed building in a most workman like manner by using standard materials at its own costs and expenses and all masons, coolers, engineers and/or workmen shall be appointed by the Developer including the payments thereof for the aforesaid constructional work and the owners shall have no liabilities and/or responsibilities regarding the said subject matter whatsoever.
20. **THAT** the developer shall have every liberty to amalgamate the FIRST SCHEDULE I & II property with any other adjacent property with a view to construct the proposed building in larger manner from the commercial point of view and to that effect owner/owners shall have no right to raise any objection in respect thereto.
21. **THAT** the Developer Agreement must be a registered instrument and this agreement will come into the binding upon the parties from the date of execution subject to the terms as referred hereinabove and will come into force from the date of registration of these present and it is mandate in part of the Developer to register this indenture at its own cost and expenses duly submitting the same before the Registrar in jurisdiction by paying Government revenue with a view to establish these present as registered instrument and the owner/owners shall have no right or authority to raise any objection in respect thereto and it is



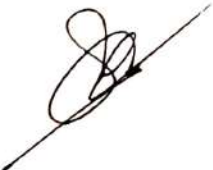
binding upon the owner/owners to extend its best co-operation by appearing personally before the Registrar in proper jurisdiction with a view to execute the same.

22. **THAT** under any circumstances whatsoever the Developer shall have no right and/or authority to mortgage the property either as a part or whole with any Bank/s and /or financial institution with a view to get financial support for the purpose of the development of the proposed building.
23. **THAT** the Developer shall have no right and/or authority to assign and/or transfer these present unto or in favour of any of the third party with a view to develop the said property as well as the Developer also will not be allowed to expedite the development job through any of the sister concern under its shadow or in touch.
24. **THAT** the Owner shall sign all necessary papers, petitions, deeds and/or declarations as may be required to implement in connection with the said project and at the time of execution of this Agreement and further, the owner/owners shall have to handover all original of title deeds, papers and documents in respect of the said property to the Developer herein with a view to act in every respect and in any event the Developer will take original deeds and documents for the any purpose under such circumstances the Developer shall have to return the same after completion of all works, acts and activities of the proposed multi-storied building in favour of the **owner's association** of the building.
25. **THAT** before getting possession in respect of the owner's allocations upon consent of the developer, the owner/owners shall have every liberty to negotiate sale with any intending purchaser/purchasers by taking advance and/or earnest money from the intending purchaser/purchasers as the owners may deem fit and proper



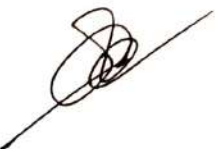
but shall have no right to transfer any of the property duly determined owners' allocations unto or in favour of the third party or parties before getting possession in writing from the Developer herein and in any event if then owner/owners will desire to negotiate to do any of act in such fashion before getting possession in writing from the Developer herein under such circumstances it is mandate in part of the Developer to participate in the said documents to be executed by the owner/owners, as confirming party without taking any monetary benefit and/or without any type of benefit and in connection thereof the Developer shall have no right and/or authority to deny the same by raising any excuse in respect thereto and though the owners shall have the liberty to negotiate sale and/or sale their own allocation unto or in favour of my intending purchaser/purchasers and/or third party/parties but in the event of that the owners shall have to disclosed all of the norms, so adopted by the Developer including structural matter as well as elevation, betterment fee, common expenses etc. to the third party/parties. Be it also specified that the Development will provide the possession to the owners herein in writing in accordance with the terms of this Agreement within stipulated period, as referred hereinafter and hence, after getting possession the Owners shall have every liberty to transfer their any of the allocations as the owner/owners may deem fit and proper and to that effect the Developer shall have no right to raise any objection in respect thereto and simultaneously the owner/owners shall have no right to transfer any of their allocations before getting possession.

26. **THAT** during continuance of the project and/or proposed building without due consent of the developer herein, the owners shall have right and/or authority to

A handwritten signature in black ink, consisting of a stylized 'S' or 'J' shape followed by a horizontal line.

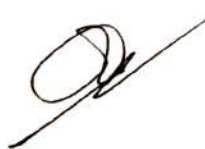
execute any deeds and documents and/or engaged themselves with any contract.

27. **THAT** the developer is at liberty to negotiate for sale, to enter into agreement for sale with the intending purchaser/purchasers in respect of the Developer's Allocations only at its own risk in the said building to be constructed and also shall have the authority and/or free access to receive the advances and balance consideration money from the purchaser/s after complete of due formalities in accordance with the norms of the Developer and to that effect the Owners shall not be liable and/or responsible in any manner whatsoever and shall have no right to raise any objection in respect thereto.
28. **THAT** the owner/owners doth hereby declare that the said landed property is free from all sorts of encumbrances, charges, mortgages, liens, lispendents whatsoever or howsoever and have good and/or clear marketable title in respect of the said property and the said property is not acquired by any Government/Local Authority is concerned and it is not under the purview of the urban Land Ceiling and Regulation Act, 1976 and the owner/owners herein shall be full liable responsible if any dispute arises in respect of title and/or interest of the property going to be developed. In this connection be it specified that the Developer entered in this agreement duly searched out as well as duly checked out all related deeds and documents in respect of the title of the owner/owners and engaged in this agreement duly satisfied in each and every respect to that effect whatsoever.
29. **THAT** after execution of these presents it is the binding upon the owner/owners herein to provide and/or execute Power of Attorney duly specified the deed number of these presents as well as mentioning the heading as POWER OF ATTORNEY AFTER REGISTRATION OR DEVELOPMENT AGREEMENT by appointing the nominated



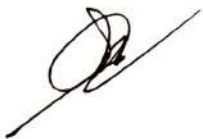
person of the developer and/or developer's firm as Lawful Attorney with a view to negotiate sale and/or sale the property of developer's Allocation only including right to take the consideration in respect thereof as well as to do all of the other acts and/of things, so required with a view to develop the said property by the strength of development agreement as well as power of attorney executed between the parties. The owner/owners shall have to appear positively before the Registrar in jurisdiction immediately from the date of execution of these present and the owner/owners shall have no right to raise any objection in connection thereof subject to the conditions that if the same not registered on same day i.e. on the day registration of Development Agreement and by virtue of these presents the owner/owners do hereby declaring and confirming that they will personally appear before the Registrar in jurisdiction as early as possible without any hesitation and/or showing any excuses with a view to deny the same under any circumstances whatsoever.

30. **THAT** after registration of the Power, the Developer being as nominated Attorney shall have every right to execute Deed of Conveyance unto or in favour of the purchaser/purchasers with a view to transfer the property, at the cost of the purchaser/s in respect of the Developer's Allocation time to time and when so required and to that effect the owners shall have no right and/or authority to raise any objection in respect thereto.
31. **THAT** the developer shall complete the owners' allocation as per construction work as specified in the FOURTH SCHEDULE within **36 (thirty six) months** from the date of sanction plan, sanctioned by the authority of New Barrackpore Municipality and it is mandate in part of the developer to provide possession in



favour of the owner/owners within stated prescribed period duly complete the construction of the particular unit in habitable conditions by providing water connection as well as electric connection either temporary or permanent and the owners herein shall have to pay costs and/or charges for extra work, if anything they desire to do for their own units and such extra work must be expedite through the developer herein at possession in the allocation as determined owner's allocation in favour of the owners herein in writing within stipulated period, subject to terms as referred hereinabove and to that effect the extra time always will be countable for such extra work as desired by the owners herein and to be added with the time of delivery period, as specified hereinabove.

32. **THAT** the developer shall complete the constructional work of the said proposed building in every respect within **36 (thirty six) months** from the date of sanction plan, sanctioned by the authority of New Barrackpore Municipality subject to the condition as referred hereinabove and the time is the essence of this contract/ agreement, but such time shall be extended or enhanced for further **6 (six) months** by reasons for act of God, which is beyond the control of the developer i.e. to say "FORCE MAJEURE" e.g. flood, earthquake, riot, storm, tempest, civil common strike, lock-out and/or any other act or commission beyond control of the developer and the developer also bound to deliver the completion certificate in respect of the proposed building to the owners within this stipulated period.
33. **THAT** the developer shall have to comply the contractual liability of delivery period as stated hereinabove and in any event if the developer fail to comply the same under such circumstances Developer will be penalized and it is the liability of the developer to pay penalty @ **Rs. 10,000/- (Rupees Ten thousand)** only per

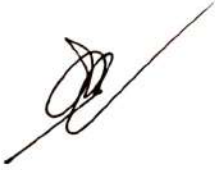


day in favour of the First part herein and simultaneously owners also liable to pay the said same amount worth of **Rs. 50,000/- (Rupees fifty thousand)** only per month in favour of the developer in the event of any obstruction that is to say due to any act of the owners, the progress of the work become hampered.

- 33 (a). That the developers doth hereby declare that as per specified terms and conditions mentioned in schedule, the developers are bound to surrender and/or hand over the owners allocation without any default and delay. If the developers fail to allocate the owners allocation described in schedule property to the owners within specified period, the owner/owners shall be entitled to enforce specific performer of this contract through an appropriate court of law, and in that case the developers will be liable for all cost.
34. **THAT** the owner/owners shall have no pay any electric infrastructure cost of the owners allocations in favour of the developer herein. In this connection be it mentioned that the owner/owners shall have to install separate electric meter at their own cost and expenses and such electric meter to be installed in the said building duly specified by the developer as meter space and to that effect developer shall have to render its best co-operation in favour of the owners herein.
35. **THAT** the owner/owners shall have to clear all due taxes/bills to the competent Local Authority as well as to the Central or State Government including due electric bill, if any and shall have to handover all the paid current bills/tax receipt etc. to the developer herein on or before executing this indenture and shall have to pay proportionate Municipal and other taxes for their allocations from the date of taking possession and/or ready to take possession of the same until and until the separate tax assessment shall be completed. The owner/owners shall also have



to pay proportionate maintenance costs to be constructed with other co-owners of the said building from the date of taking possession of their allocations.

36. **THAT** the developer shall have to pay local municipal tax and other tax, duties and imposition of the Govt. if any, from the date of taking possession in respect of the said property as mentioned in the FIRST SCHEDULE hereinafter and the developer shall also liable to pay the charges of the electricity according to the meter reading shall be consumed by it and/or imposed by the **WBSEBDCL** during time of construction of the proposed building.
37. **THAT** all letter, receipts and notice issued and/or despatched by the developer under registered Post covered with A/D. and/or hand delivery to the address of the owner/owners as informed by the owner/owners shall be considered as sufficient proof of the receipt of the same and shall effectual discharge by the developer herein and in any event if the address will be changed either of the party then in such case the concerned party shall have to inform the same to the other party.
38. **THAT** during continuance of the project if any dispute arise by and between owners and developer in connection with the terms of theses present and/or for the purpose failure of any work and/or negligence in part of the developer and due to such if any litigation will come into effect under such circumstances owner/owners are fully empowered to deduct such litigation cost from the interest free refundable security deposit.
39. **THAT** if the developer fails to comply with the covenant laid down herein, the owner/owners shall have every right to due under the Specific performance of
- 

Contract Act against the developer and the similar right shall have the developer against the owners herein i.e. vice-versa.

40. **THAT** owner/owners will be the member of holding organization among all Co-owners including occupiers for maintainance or protection of the said building, which will be formed after completion of the said building and the owners shall have to abide by all rules and regulations of the said holding organization to be formed in near future.
41. **THAT** the developer will pay a sum of Rs. 1,00,000/- (Rupees One Lac) only to the owner/owners as security deposit and that will be adjust with the owners allocation which will be mentioned in the second schedule written hereunder.
42. **THAT** the developer shall have to bare all of the expenses of the development and/or construction of the proposed building and to that effect all of the essential expenses like taxes, payment of meter bill, water charges etc. shall have to pay by the developer and in any event if any type of accident and/or hazard occurred considering workmen and/or property as well as proposed building during continuance of the project and/or building and/or development work in that case the entire liabilities and/or responsibilities will be developed upon the developer herein and the owner/owners shall have no liabilities and/or responsibilities to that effect under any circumstances whatsoever.
43. **THAT** during continuance and/or progress of the work of the proposed building the developer shall have to protect the project and/or shall have to organize safeguard from any type of illegal activities of any person or persons and in any event if any such illegal activities will come into existence then under such
- 

circumstances developer herein will fully liable and/or punishable for any of illegal activities during continuance of the project.

44. **THAT** all of the legal matters is under within the jurisdiction of proper competent Court of Law.
45. **THAT** in case of death or accident if any, either of the party the legal heirs and successors shall be substituted in such place and the legal heirs shall abide by the same terms and conditions as laid down in this indenture. Be it specified that in the event of death of either of the party the legal heirs shall have no right to claim and/or demand any thing extra from the project itself save and except as specified in these present and it is mandate that the substituted parties and/or legal heirs of demise shall have to execute the supplementary agreement as well as the development Power of Attorney duly appeared before the Ld. Registrar in jurisdiction and in any event if such substituted party/s and/or legal heir/s of demise delay or hesitate to do the same then all of the owner/owners herein will be accountable for such delay of the heirs and hence, the prescribed period of delivery of owners' allocations will be in stake and similarly for such non-act of the substitute party/s all of the owner/owners will be held liable and responsible and therefore, it is binding upon all of the owner/owners or fulfill all loss and injury of the developer jointly and similarly if any such problem arise in part of the developer herein in connection with partners of the developer's Firm under such circumstances it is also the liability and responsibility of the developer to solve the problem in such a manner; so that the benefit and/or interest of the owner/owners as specified by virtue of these presents should not be jeopardized.



FIRST SCHEDULE REFERRED TO ABOVE

(Description of the said landed property)

FIRST SCHEDULE-I

(Land of the partner of the developers Rudradeep Saha Roy and Tanay Ghosh Chowdhury)

ALL THAT piece and parcel of Bastu Land measuring about 13¼ satak equivalent to 8 Kathas more or less, togetherwith **150 Sq.ft.** more or less residential kancha tile shed cemented flooring structure standing thereon, which is shown in the attached blue print map, marked with red border, out of this 05 kathas land under in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No. 203/1, 293, 759 & 1635, under Dag No.- 272 corresponding to L.R. Dag No. 2155 and the land measuring about 05 kathas more or less in connection of Malek Khatian No. 253, Adhin Khatian No. 253, corresponding to L.R. Khatian No.- 409, Dag No. 272, corresponding to L.R Dag No.- 2154 (in respect of land measuring about 01 decimal in the name of Kamala Bala Mitra) and L.R Dag No.- 2156 (in respect of land measuring about 08 decimal in the name of Kamala Bala Mitra) in connection of **(1)** L.R. Dag No. 2154, L.R. Khatian no. 4079, land measuring about 1 (one) decimal, L.R. Dag No. 2155, L.R. Khatian no. 4079, land measuring about 2 (two) decimal, L.R. Dag No. 2156, L.R. Khatian no. 4079, land measuring about 1 (one) decimal (in the name of Tripti Ghosh). **(2)** L.R. Dag No. 2154, L.R. Khatian no.4080, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4080, land measuring about 1 (one) decimal, L.R. Dag No. 2156, L.R. Khatian no.4080, land measuring about 0 (zero) decimal (in the name of Sri Ujjal Ghosh). **(3)** L.R. Dag No. 2154, L.R. Khatian No. 4081, land measuring about 0 (zero) decimal, L.R.Dag No. 2155, L.R. Khatian No. 4081, land measuring about 0 (zero) decimal, L.R. Dag No. 2156, L.R.



Khatian No. 4081, land measuring about 1 (one) decimal (in the name of Ruma Basu). **(4)** L.R. Dag No. 2154, L.R. Khatian No. 4082, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4082, land measuring about 0 (zero) decimal, L.R. Dag No. 2156, L.R. Khatian No. 4082, land measuring about 1 (one) decimal (in the name of Kumkum Naha). **(5)** L.R. Dag No. 2154, L.R. Khatian No. 4083, land measuring about 0 (zero) decimal, L.R. dag No. 2155, L.R. Khatian No. 4083, land measuring about 0 (zero) decimal, L.R. Dag No. 2156, L.R. Khatian No.4083, land measuring about 1 (one) decimal (in the name of Prasenjit Das). **(6)** L.R. Dag No. 2154, L.R. Khatian No. 4084, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4084, land measuring about 0 (zero) decimal, L.R. dag No. 2156, L.R. Khatian No. 4084, land measuring about 1 (one) decimal (in the name of Jayeeta Bose). and **(7)** L.R. Dag No. 2154, L.R. Khatian No. 4085, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4085, land measuring about 1 (one) decimal, L.R. Dag no. 2156, L.R. Khatian No. 4085, land measuring about 0 (zero) decimal (In the name of Jhumur Talukdar), **(8)** L.R. Dag No. 2154, L.R. Khatian No. 4106, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4106, land measuring about 1 (one) decimal, L.R. Dag no. 2156, L.R. Khatian No. 4106, land measuring about 1 (one) decimal (In the name of Tanay Ghosh Chowdhury) and **(9)** L.R. Dag No. 2154, L.R. Khatian No. 4112, land measuring about 0 (zero) decimal, L.R. Dag No. 2155, L.R. Khatian No. 4112, land measuring about 1 (one) decimal, L.R. Dag no. 2156, L.R. Khatian No. 4112, land measuring about 0 (zero) decimal (In the name of Rudradeep Saha Roy)

FIRST SCHEDULE-II (PRESENT OWNERS LAND)

(1) L.R. Dag no. 2156, L.R. Khatian No. 4089, land measuring about 1 (one) decimal (In the name of Reeta Mitra) (2) L.R. Dag no. 2156, L.R. Khatian No. 4090, land measuring about 1 (one) decimal (In the name of Binit Mitra), (3) L.R. Dag No. 2155, L.R. Khatian No. 4091, land measuring about 1 (one) decimal, (In the name of Jhumni Mitra) i.e. total land measuring about 3 (three) decimal more or less in Re-Su No.- 96, Touzi No.- 204, J.L. No.- 34, under Mouza- Masunda, together with all easement rights thereon under present police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata- 700131, within the local limits of New Barrackpore Municipality under Ward No. 9 (old) 5 (new), Holding No.- 280 & 281, Ramkrishna Road now known as Dr. B.C. Roy Sarani. Which is butted and bounded of entire land by :-

On the North	:	20' - 0" wide Dr. B.C. Roy Sarani
On the South	:	Land and house of Anil Biswas
On the East	:	Land and house of Late Ajit Kumar Basu
On the West	:	Land and house of Subrata Brahma

SECOND SCHEDULE REFERRED TO ABOVE

(Owner's Allocation)

LAND OWNER'S ALLOCATION shall mean the Developer shall liable to hand over **37%** covered are of the proposed multi storied building according to sanctioned building plan sanctioned by the authority of New Barrackpore Municipality. From this allocation the developer shall liable to hand over the flat in the following manner:

- (1) one habitual residential flat measuring about 900 Sq. ft. covered area on the Second Floor in North-West side,
- (2) one habitual residential flat measuring about 600 Sq. ft. covered area on the Second Floor in back side,

and Rs. 5,00,000/- as non-refundable amount to the owners

It is further mentioned here that rest of the covered area as per physical measurement according to sanction plan, that will be adjust @ 2000/- per Sq.ft. without adding any super built up area.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire multi storied building (excluding owner's allocation) togetherwith undivided proportionate share of land and including the common facilities common parts and common amenities and common top of the Roof right will be treated as common of the all unit holders of the building and the said property absolutely after providing the owner's allocation as aforesaid and together with the absolute right of the part of the developers to enter into agreement for sale with intending purchaser/purchasers by and mode of transfer of property act and/ or lease, let out or in any manner may with the same subject to fulfillment and observance of all the terms and conditions hereof.

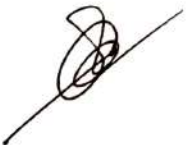
FOURTH SCHEDULE REFERRED TO ABOVE

(Specification)

- 1) **FOUNDATION** : Sand filling with individual isolated flooring.



- 2) **STRUCTURE** : R.C.C. structure.
- 3) **WALL COATS** : All the interior walls will be finished with a coat of wall putty and external walls will be finished with water Proof Cement based paint.
- 4) **FLOOR** : Entirely finished with floor Tiles .
- 5) **KITCHEN** : One sink and tap water point and Black Stone as kitchen Countertop and wall tiles 2 1/2 ft. over Kitchen Countertop.
- 6) **TOILET** : One One Anglo-Indian Commode with cistern, One Shower, two Bibcock, Wall Tiles up to 6' - 0" ft. height and Basin with pillar cock in dining place/rom.
- 7) **ATTACHED BATH** : One European Commode with cistern, ywp Bibcock, Wall Tiles top to 6'- 0" ft. height.
- 8) **WINDOWS** : Aluminium Window (shutter) with clear glass with Iron Grill.
- 9) **DOORS** : Main door will be wooden and all the Doors will be Flush doors.
- 10) **ELECTRIC** : Concealed by P.V.C. pipe bed room two light points, one Fan point, two plug points and one Fuse point, one A.C. point, one geyser each kitchen one light point, one Fridze point, one computer point, one exhaust fan point and one Door bell point and light point at the main entrance, Main service meter will be arranged by promoter for addition & alteration as usual name by the owners. Security deposit and installation charges for individuals manner will be paid by the Flat owners.
- 11) **WATER SUPPLY** : 24 hours uninterrupted water supply by deep tube-well with water pump to overhead reservoir tank.
- 12) **STAIR** : Stair facilities marble finish.
- 13) **LIFT FACILITIES** : 4 PAX

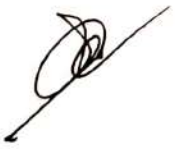


FIFTH SCHEDULE REFERRED TO ABOVE

(Common area, common facilities and common amenities)

The owners of the land alongwith other co-owners, occupiers society or syndicate or associations shall allow each other the following easement and quasi-easements right, privileged etc.

- i] Land under the said building described in the "**FIRST SCHEDULE**".
- ii] All sides spaces, back spaces, paths, passages, drains ways in the said building.
- iii] General lighting of the common portions and sapce for installations of electric meter in General.
- iv] Drains and Sewers from the building in the Municipal connection drains and/or sewerage.
- v] Stair and staircase landings.
- vi] Lobbies in each Floor.
- vii] Common septic tank.
- viii] Common Water Pump and pump room.
- ix] Common Water tank.
- x] Common Electric Line.
- xi] water and sewerage evaction from the pipes of the every units to drain and sewerage common to the said building.
- xii] After delivery of possession proportionate maintenncance cost will be brone by the Flat owners.



IN WITNESS WHEREOF both the parties hereto (i.e. Owner & Developers herein) have gone through the subject matter of this Deed of joint Venture Agreement and after having clearly understood all the recitals and terms and conditions contained herein and put their respective hands and seal on the day month and year first above written.

SIGNED, SEALED & DELIVERED

in the presence of **WITNESS:**

1. Krishna Gopal Saha Roy
S/o. Lt. Jagendra Lal Saha Roy
11, old Sahara Road
New Barrackpore.
KOL- 700131

Rishi Mitra

Thummi Mitra

Pawit Mitra

SIGNATURE OF THE OWNERS/

FIRST PART

2. Somnath Sen
Barasat Judges Court
P.O. + P.S. Barasat
North 24 Pgs.
1201-700129

Drafted by :

Chiradip Dhar
Reg No WB 123895.
Chiradip Dhar

Advocate

Barasat Judges' Court

Printed by:

S. Bhattacharjee
S. Bhattacharjee

ASHLEY DEVELOPER

Rudradeep Saha Roy,
Partner

ASHLEY DEVELOPER

Tomay Anshu Choudhury
Partner

SIGNATURE OF THE DEVELOPERS/

SECOND PART

ACKNOWLEDGEMENT OF RECEIPT FOR AGREEMENT MONEY

RECEIVED from the within mentioned owners the within mentioned sum of **Rs. 1,00,000/- (Rupees One Lacs)** only as part consideration money in respect of the schedule property as per memo below:-

MEMO OF CONSIDERATION

a) By way of cheque no. 000003 dt 15.05.2023 Rs. 1,00,000.00/-
drawn on Bank of Baroda,
New Barrackpore Branch

<u>Total</u>	<u>Rs.</u>	<u>1,00,000.00/-</u>
--------------	------------	----------------------

(Rupees One lac only)

WITNESSES:-

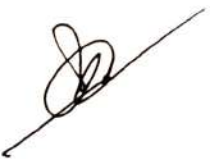
1. Krishna Gopal Saha Roy
S/o. Lt. Jogendra Lal Saha Roy
11, Old Sahara Road
New Barrackpore.
KOL - 700121

Jhannu Mitra.

SIGNATURE OF THE OWNERS/

FIRST PART

2. Somnath Sen
Barasat Judges Court
P.O + P.S. Barasat
North 24 Pgs.
KOL - 700124



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

(1) Name REETA MITRA

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

 <i>Reeta Mitra</i>	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						

All the above fingerprints are of the abovenamed person and attested by the said person

Reeta Mitra

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

(2) Name JHUMNI MITRA

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

 <i>Jhumni Mitra</i>	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						

All the above fingerprints are of the abovenamed person and attested by the said person

Jhumni Mitra

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

(3) Name BINIT MITRA

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

 <i>Binit Mitra</i>	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
						
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
						

All the above fingerprints are of the abovenamed person and attested by the said person

Binit Mitra

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

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

(1) Name RUDRADEEP SAMA ROY

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



L.H.

LITTLE



RING



MIDDLE



FORE



THUMB



THUMB



FORE



MIDDLE



RING



LITTLE



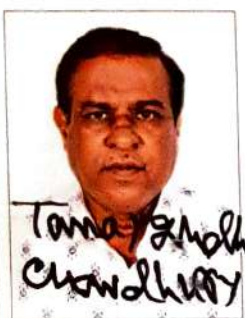
All the above fingerprints are of the abovenamed person and attested by the said person

Rudradeep Sama Roy

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

(2) Name TAMAY GHOSH CHOWDHURY

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



L.H.

LITTLE



RING



MIDDLE



FORE



THUMB



THUMB



FORE



MIDDLE



RING



LITTLE



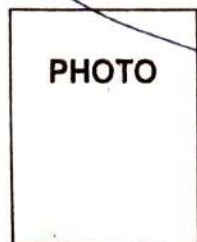
All the above fingerprints are of the abovenamed person and attested by the said person

Tamay Ghosh Chowdhury

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

(3) Name

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



L.H.

LITTLE

RING

MIDDLE

FORE

THUMB

THUMB

FORE

MIDDLE

RING

LITTLE

R.H.

All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant / Claimant/Attorney/Principal/Guardian/Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.



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



192023240050922041

GRN Details

GRN:	192023240050922041	Payment Mode:	Online Payment
GRN Date:	12/05/2023 15:03:49	Bank/Gateway:	State Bank of India
BRN :	IK0CFYSJU8	BRN Date:	12/05/2023 15:04:45
GRIPS Payment ID:	120520232005092203	Payment Init. Date:	12/05/2023 15:03:49
Payment Status:	Successful	Payment Ref. No:	2001197140/1/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	ASHLEY DEVELOPER
Address:	GHOLA
Mobile:	6291247794
Depositor Status:	Buyer/Claimants
Query No:	2001197140
Applicant's Name:	Mr Pradip Debnath
Identification No:	2001197140/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	12/05/2023
Period To (dd/mm/yyyy):	12/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001197140/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	4021
2	2001197140/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	5021
Total				9042

IN WORDS: NINE THOUSAND FORTY TWO ONLY.

Major Information of the Deed

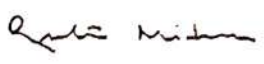
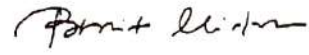
Deed No :	I-1524-03479/2023	Date of Registration	15/05/2023
Query No / Year	1524-2001197140/2023	Office where deed is registered	
Query Date	11/05/2023 6:15:04 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Pradip Debnath Barasat Court,Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9903452754, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]	
Set Forth value		Market Value	
		Rs. 23,19,546/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,021/- (Article:48(g))		Rs. 5,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Dr.B.C.Roy Sarani, Mouza: Masunda, JI No: 34, Pin Code : 700131

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-2156 (RS :-)	LR-4089	Bastu	Bastu	1 Dec		7,73,182/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	LR-2156 (RS :-)	LR-4090	Bastu	Bastu	1 Dec		7,73,182/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L3	LR-2155 (RS :-)	LR-4091	Bastu	Bastu	1 Dec		7,73,182/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		TOTAL :			3Dec	0 /-	23,19,546 /-	
	Grand Total :				3Dec	0 /-	23,19,546 /-	

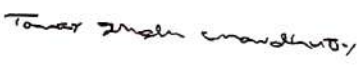
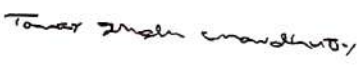
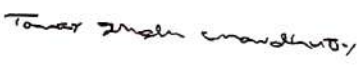
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Reeta Mitra Wife of Late Asit Kumar Mitra Alias Asit Mitra Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office	Photo  15/05/2023	Finger Print  LTI 15/05/2023	Signature  15/05/2023
	280 And 281, Ramkrishna Road Naw Dr. B C Roy Sarani, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: Aqxxxxxx6h, Aadhaar No: 34xxxxxxxx2396, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office			
2	Name Jhumni Mitra Daughter of Late Asit Kumar Mitra Alias Asit Mitra Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office	Photo  15/05/2023	Finger Print  LTI 15/05/2023	Signature  15/05/2023
	280 And 281, Ramkrishna Road Now Dr. B C Roy Sarani, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: Bsxxxxxx9c, Aadhaar No: 71xxxxxxxx9779, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office			
3	Name Binit Mitra (Presentant) Son of Late Asit Kumar Mitra Alias Asit Mitra Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office	Photo  15/05/2023	Finger Print  LTI 15/05/2023	Signature  15/05/2023
	280 And 281, Ramkrishna Road Now Dr. B C Roy Sarani, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: Bsxxxxxx1j, Aadhaar No: 36xxxxxxxx5584, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Ashley Developer Jogendra Apartment, 312, Vivekananda Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:- North 24-Parganas, West Bengal, India, PIN:- 700131 , PAN No.:: Abxxxxxx3h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Rudradeep Saha Roy Son of Krishna Gopal Saha Roy Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office</td><td></td><td></td><td></td></tr><tr><td>May 15 2023 3:46PM</td><td>LTI</td><td>15/05/2023</td><td>15/05/2023</td></tr></table>	Name	Photo	Finger Print	Signature	Rudradeep Saha Roy Son of Krishna Gopal Saha Roy Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office				May 15 2023 3:46PM	LTI	15/05/2023	15/05/2023	Jogendra Apartment, 312, Vivekananda Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Ayxxxxxx2j, Aadhaar No: 75xxxxxxxx5011 Status : Representative, Representative of : Ashley Developer (as Partner)		
Name	Photo	Finger Print	Signature													
Rudradeep Saha Roy Son of Krishna Gopal Saha Roy Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office																
May 15 2023 3:46PM	LTI	15/05/2023	15/05/2023													
2	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Tanay Ghosh Chowdhury Son of Late Hemlal Ghosh Chowdhury Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office</td><td></td><td></td><td></td></tr><tr><td>May 15 2023 3:46PM</td><td>LTI</td><td>15/05/2023</td><td>15/05/2023</td></tr></table>	Name	Photo	Finger Print	Signature	Tanay Ghosh Chowdhury Son of Late Hemlal Ghosh Chowdhury Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office				May 15 2023 3:46PM	LTI	15/05/2023	15/05/2023	245, S N Banerjee Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Arxxxxxx9m, Aadhaar No: 60xxxxxxxx6908 Status : Representative, Representative of : Ashley Developer (as Partner)		
Name	Photo	Finger Print	Signature													
Tanay Ghosh Chowdhury Son of Late Hemlal Ghosh Chowdhury Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office																
May 15 2023 3:46PM	LTI	15/05/2023	15/05/2023													

Identifier Details :

Name	Photo	Finger Print	Signature
Somnath Sen Son of Late Anil Kumar Sen Barasat Court, City:- Not Specified, P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124			
15/05/2023	15/05/2023	15/05/2023	15/05/2023
Identifier Of Reeta Mitra, Jhumni Mitra, Binit Mitra, Rudradeep Saha Roy, Tanay Ghosh Chowdhury			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Reeta Mitra	Ashley Developer-1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Binit Mitra	Ashley Developer-1 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Jhumni Mitra	Ashley Developer-1 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Dr.B.C.Roy Sarani, Mouza: Masunda, JI No: 34, Pin Code : 700131

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2156, LR Khatian No:- 4089	Owner:রীতা মিত্র, Gurdian:অসিত মিত্র, Address:নিজ , Classification:বাস্তু, Area:0.01000000 Acre,	Reeta Mitra
L2	LR Plot No:- 2156, LR Khatian No:- 4090	Owner:বিনীত মিত্র, Gurdian:অসিত মিত্র, Address:নিজ , Classification:বাস্তু, Area:0.01000000 Acre,	Binit Mitra
L3	LR Plot No:- 2155, LR Khatian No:- 4091	Owner:ঝুমনি মিত্র, Gurdian:অসিত মিত্র, Address:নিজ , Classification:পতিত, Area:0.01000000 Acre,	Jhumni Mitra

On 15-05-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:00 hrs on 15-05-2023, at the Office of the A.D.S.R. SODEPUR by Binit Mitra , one of the Executants.

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 23,19,546/-

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

Execution is admitted on 15/05/2023 by 1. Reeta Mitra, Wife of Late Asit Kumar Mitra Alias Asit Mitra, 280 And 281, Ramkrishna Road Naw Dr. B C Roy Sarani, P.O: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession House wife, 2. Jhumni Mitra, Daughter of Late Asit Kumar Mitra Alias Asit Mitra, 280 And 281, Ramkrishna Road Now Dr. B C Roy Sarani, P.O: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Service, 3. Binit Mitra, Son of Late Asit Kumar Mitra Alias Asit Mitra, 280 And 281, Ramkrishna Road Now Dr. B C Roy Sarani, P.O: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Others

Indetified by Somnath Sen, , Son of Late Anil Kumar Sen, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 15-05-2023 by Rudradeep Saha Roy, Partner, Ashley Developer (Partnership Firm), Jogendra Apartment, 312, Vivekananda Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Indetified by Somnath Sen, , Son of Late Anil Kumar Sen, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 15-05-2023 by Tanay Ghosh Chowdhury, Partner, Ashley Developer (Partnership Firm), Jogendra Apartment, 312, Vivekananda Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Indetified by Somnath Sen, , Son of Late Anil Kumar Sen, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 3:04PM with Govt. Ref. No: 192023240050922041 on 12-05-2023, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CFYSJU8 on 12-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 4,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2587, Amount: Rs.1,000.00/-, Date of Purchase: 11/05/2023, Vendor name: S Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 3:04PM with Govt. Ref. No: 192023240050922041 on 12-05-2023, Amount Rs: 4,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CFYSJU8 on 12-05-2023, Head of Account 0030-02-103-003-02



Debjani Haldar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SODEPUR

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2023, Page from 149694 to 149743
being No 152403479 for the year 2023.



Digitally signed by DEBJANI HALDER
Date: 2023.06.14 15:58:24 +05:30
Reason: Digital Signing of Deed.

(Debjani Halder) 2023/06/14 03:58:24 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

(This document is digitally signed.)