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underwriting paper attached to the
document are the part of the document.

Additional District Sub-Registrar
Chandpur, Dum Dum, 24-Pst. District

DEVELOPMENT AGREEMENT 02 MAY 2023

THIS DEVELOPMENT AGREEMENT made this 24th day of March, Two
Thousand and Twenty Three.(2023)

B E T W E E N

SRI. BISWANATH MITRA (PAN No. AANPM6670K) & (Aadhar No. 4916 8651 2191) son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra, by Occupation - Retired, by faith - Hindu, by nationality - Indian, residing at 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas hereinafter called and referred to as the "**OWNER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

A N D

PROJECTION REALTY (PAN No. ABDFP4693A) a Partnership firm having its registered office at 319/3, Nayapatty Road, Post Office - Bangur Avenue, Police Station - Dum Dum(old), Nagerbazer(new) Kolkata - 700 055, District North 24 - Parganas represented by its partners namely 1) **SRI PRASHANTA DAS** (PAN No. ADGPD0634A) & (Aadhar No. 9060 9359 3159) son of Late Sidheswar Das alias Siddheswar Das, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 12E, South Sinthee Road commonly known as Ganapati Sur Sarani, Post Office & Police Station - Sinthee, Kolkata - 700 050, District Kolkata, 2) **SMT. SAMPA KARMAKAR** (PAN NO. ELZPK5478Q) & (Aadhar No. 4135 8437 0014) wife of Sri. Gourango Karmakar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Sree Tower VII, Flat No. 2D, Third Floor, near Derozeo Collage, Post Office - Rajarhat Gopalpur, Police Station - Baguihati, Kolkata - 700 136, District North 24 - Parganas and 3) **SRI. KAUSTAV DAS** (PAN No. IJVPD0338G) & (Aadhar No. 6320 6707 8342) son of Sri. Prashanta Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 12E, South Sinthee Road commonly known as Ganapati Sur Sarani, Post Office & Police Station - Sinthee, Kolkata - 700 050, District Kolkata hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successors - in - office and assigns) of the **SECOND PART**.
This Partnership firm represented by its Partners No. 1 & 2

WHEREAS one Kangsari Mohan Mitra by virtue of a Amalnama dated 14th day of February 1947 created by the shebais of Sri. Sri. Raj Rajyeswar Thakur Bigrha namely Sri. Kedarnath Nandi Choudhury, Sri. Panchanan Nandi Choudhury, Sri. Haragopal Nandi Choudhury and Sri. Harihar Nandi Choudhury of village Baidyapur under Police Station- Kalna, District Burdwan of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corressponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas and Kangsari Mohan Mitra had several plots of land in several areas within the state of West Bengal.

WHEREAS one Kangsari Mohan Mitra was the absolute owner of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in

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Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid property by Kangsari Mohan Mitra was the absolute owner of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas and during of his possession Kangsari Mohan Mitra died intestate in the year of 1963 leaving behind his wife Smt. Radha Rani Mitra, only son namely Sri. Biswanath Mitra and three daughters namely Smt. Smt. Sila Mazumdar alias Silarani Mazumdar, Smt. Belarani Mitra alias Smt. Belarani Saha, and Miss. Lilarani Mitra as his legal heirs and successors according to Hindu Succession Act, 1956.

AND WHEREAS while seized and possessed of the aforesaid property by Smt. Radha Rani Mitra, Sri. Biswanath Mitra, Smt. Sila Mazumdar alias Silarani Mazumdar, Smt. Belarani Mitra alias Smt. Belarani Saha, and Miss. Lilarani Mitra was the joint owners of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas and during their possession of the said aforesaid undivided property Smt. Radha Rani Mitra, and Miss. Lilarani Mitra represented by her natural guardian mother namely Smt. Radha Rani Mitra due to paucity of fund sold, released, transferred and conveyed 2/5th share of the property infavour of her son and brother respectively namely Sri. Biswanath Mitra son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra by virtue of a registered Deed of Conveyance dated 4th day of June 1968 and the same was registered before Registrar of Assurances, Kolkata and the same was recorded in Book No. - I, Volume No. 107, Pages No. 53 to 64, Being No. - 2616 for the year 1968 against a valuable consideration mentioned therein.

AND WHEREAS while seized and possessed of the aforesaid property by Smt. Radha Rani Mitra, Sri. Biswanath Mitra, Smt. Sila Mazumdar alias Silarani Mazumdar, Smt. Belarani Mitra alias Smt. Belarani Saha, and Miss. Lilarani Mitra was the joint owners of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas and during their possession of the said aforesaid undivided property Smt. Sila Mazumdar alias Silarani Mazumdar due to paucity of fund sold, released, transferred and conveyed 1/5th share of the property infavour of her brother namely Sri. Biswanath Mitra son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra by virtue of a registered Deed of Conveyance dated 4th day of June 1968 and the same was registered before Registrar of Assurances, Kolkata and the same was recorded in Book No. - I, Volume No. 107, Pages No. 65 to 76, Being No. - 2617 for the year 1968 against a valuable consideration mentioned therein.

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AND WHEREAS while seized and possessed of the aforesaid property by Smt. Radha Rani Mitra, Sri. Biswanath Mitra, Smt. Sila Mazumdar alias Silarani Mazumdar, Smt. Belarani Mitra alias Smt. Belarani Saha, and Smt. Lilarani Mitra was the joint owners of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas and during their possession of the said aforesaid undivided property Smt. Belarani Mitra alias Smt. Belarani Saha due to love and affection gifted and transferred 1/5th share of the property infavour of her husband namely Sri. Chittaranjan Saha by virtue of a registered Deed of Gift and the same was registered before Sub - Registrar at Cossipore Dum Dum and the same was recorded in Book No. - I, Volume No. 4, Pages No. 183 to 186, Being No. - 148 for the year 1968.

AND WHEREAS while seized and possessed of the aforesaid property by virtue of purchase by Sri. Chittaranjan Saha was the absolute owner of ALL THAT a piece and parcel of land .160 Decimals more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality in the District of 24 Parganas and during his possession due to paucity of fund Sri. Chittaranjan Saha alongwith confirming Party namely Smt. Belarani Saha sold, released, transferred and conveyed of the aforesaid plot of land by virtue of a registered Deed of Conveyance dated 26th day of March 1969 and the same was registered before Sub - Registrar at Cossipore Dum Dum and the same was recorded in Book No. - I, Volume No. 41, Pages No. 73 to 77, Being No. - 2225 for the year 1969 infavour of Sri. Biswanath Mitra son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra against a valuable consideration mentioned therein.

AND WHEREAS while seized and possessed of the aforesaid property by Sri. Biswanath Mitra son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra by virtue of inheritance & Deed of Conveyances became the absolute owner of ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in Dag No. - 51 corresponding to R.S Khatian No. - 54, Touzi No. 228 & 229, J.L No. 32/20, within the jurisdiction of Dum Dum Police Station, in the District of North 24 Parganas and duly mutated his name in the records of South Dum Dum Municipality being Municipal Holding No. 21(new), 177(old) Calcutta Jessore Road, being Premises No. 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas and duly mutated his name in the records of local Block Land & Land Revenue Office at Sodepur, Barrackpore and duly obtained L.R Khatian No. 963 & 999 against L.R Dag No. 51 and since then paid municipal taxes and khajnas regularly in his names without any delay or default without any interruptions or encumbrances.

AND WHEREAS since then the said Sri. Biswanath Mitra son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra became the absolute owner in respect of the aforesaid property ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less lying and

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situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in C.S/R.S/L.R Dag No. - 51 corresponding to R.S Khatian No. - 54, L.R Khatian No. 963 & 999, Touzi No. 228 & 229, J.L No. 32/20, being Municipal Holding No. 21(new), 177(old) Calcutta Jessore Road, being Premises No. 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas within the jurisdiction of Additional District Sub Registration Office at Cossipore Dum Dum which is morefully and particularly described in the First Schedule hereinbelow.

AND WHEREAS with a view to develop of the aforesaid property ALL THAT a piece and parcel of land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less alongwith 200(Two Hundred) Sq.ft. R.T Shed structure with Cement Flooring lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in C.S/R.S/L.R Dag No. - 51 corresponding to R.S Khatian No. - 54, L.R Khatian No. 963 & 999, Touzi No. 228 & 229, J.L No. 32/20, being Municipal Holding No. 21(new), 177(old) Calcutta Jessore Road, being Premises No. 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas by construction of a multi storied building in accordance with the building plan duly sanctioned by the local South Dum Dum Municipality the Owner herein approached to construct the said multi storied building thereon and the Developer herein have accepted the proposal of the Owners herein on the terms and condition appearing hereunder.

AND WHEREAS

A. The terms in these presents shall unless they be contrary or repugnant to the context, mean and include the following:-

1. **ADVOCATE** shall mean the Advocate which any person or firm appointed or nominated by the Developer for the supervision of the legal affairs of the premises hereinafter defined.
2. **ARCHITECT** shall mean and include any person or firm appointed or nominated by the Developer as Architect for the supervision of the construction of the building hereinafter defined.
3. **THE SAID BUILDING** shall mean and include proposed multi storied building R.C.C frame structure building consisting of numbers of residential flats, commercial space, garage and few flats on the ground floor on the said premises according to the drawn up plans and specification signed by the owner and simultaneously sanctioned by the competent authority and in conformity with the said details of construction specifically written in the Fifth Schedule hereunder subject to the terms and conditions hereinafter stated.
4. **BUILDING PLAN** shall mean and include the drawings, plans and specification of the said building to be approved and sanctioned by the South Dum Dum Municipality with any renewal or amendments thereto and or modification thereof made or caused by the Developer with due concurrence with the Landowner at every stage of submission or alteration.

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5. **COMMON AREAS, FACILITIES AND COMMON AMENITIES** shall mean and include corridors, stairways, passage ways, pump space, electric meter space, tube well, overhead water reservoir, water pump and electric motor, roof open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provisions, maintenance and /or management of the building.
6. **OWNER** shall mean and include **SRI. BISWANATH MITRA** (PAN No. **AANPM6670K**) & (Aadhar No. **4916 8651 2191**) son of Late Kansari Mohan Mitra alias Kangsari Mohan Mitra alias Kangsari Mitra, by Occupation - Retired, by faith - Hindu, by nationality - Indian, residing at 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas and his respective heirs, executors, administrators, legal representatives, assigns and queries and correspondence to the Land Owner shall be added to the present address of the Land Owner.
7. **DEVELOPER** shall mean **PROJECTION REALTY** (PAN No. **ABDFP4693A**) a Partnership firm having its registered office at 319/3, Nayapatty Road, Post Office - Bangur Avenue, Police Station - Dum Dum(old), Nagerbazer(new) Kolkata - 700 055, District North 24 - Parganas represented by its partners namely 1)**SRI PRASHANTA DAS** (PAN No. **ADGPD0634A**) & (Aadhar No. **9060 9359 3159**) son of Late Sidheswar Das alias Siddheswar Das, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at 12E, South Sinthee Road commonly known as Ganapati Sur Sarani, Post Office & Police Station - Sinthee, Kolkata - 700 050, District Kolkata, 2)**SMT. SAMPA KARMAKAR** (PAN NO. **ELZPK5478Q**) & (Aadhar No. **4135 8437 0014**) wife of Sri. Gourango Karmakar, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at Sree Tower VII, Flat No. 2D, Third Floor, near Derozeo Collage, Post Office - Rajarhat Gopalpur, Police Station - Baguihati, Kolkata - 700 136, District North 24 - Parganas include its successor, successors - in - office and assigns.
8. **LAND OWNER'S ALLOCATION** shall mean and include the area constructed in the building which is to be allotted to the Land Owner's allocation in accordance with the terms and conditions of these presents including the proportionate share of the land and the common facilities and amenities attributable to the constructed area to be allotted to the Land Owner's, together with any amount of consideration specifically and particularly set out in the SECOND SCHEDULE hereunder written.
9. **DEVELOPER'S ALLOCATION** shall mean and include the balance /constructed remaining area in the building after allocation made to the Land Owner's, containing residential flats, shops, office spaces, garages and other spaces having undivided un-demarcated impartible proportionate share and or interest in the land and / or common facilities of the

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multi storied building situated and standing on the land specifically and particularly set out in the THIRD SCHEDULE hereunder written.

10. **PREMISES** shall mean and include being Municipal Holding No. 21(new), 177(old) Calcutta Jessore Road, being Premises No. 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas.
11. **SALEABLE SPACE** shall mean and include the space in the building available for independent use and occupation after making due provisions for common facilities and the space required there for.
12. **TITLE DEED** shall mean the document which was duly registered with the office Deed of Conveyance dated 4th day of June 1968 and the same was registered before Registrar of Assurances, Kolkata and the same was recorded in Book No. - I, Volume No. 107, Pages No. 53 to 64, Being No. - 2616 for the year 1968 and registered Deed of Conveyance dated 4th day of June 1968 and the same was registered before Registrar of Assurances, Kolkata and the same was recorded in Book No. - I, Volume No. 107, Pages No. 65 to 76, Being No. - 2617 for the year 1968 and registered Deed of Conveyance dated 26th day of March 1969 and the same was registered before Sub - Registrar at Cossipore Dum Dum and the same was recorded in Book No. - I, Volume No. 41, Pages No. 73 to 77, Being No. - 2225 for the year 1969.
13. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the unit owners for the management and maintenance after completion of the said building and the premises.
14. **MUNICIPALITY** shall mean the South Dum Dum Municipality and other concerned authorities which may recommend, comment upon, approve and/ or sanction plan.
15. **LAND** shall mean and include comprised admeasuring an area of 4(Four) Cottahs 8(Eight) Chittacks more or less alongwith 200(Two Hundred) Sq.ft. R.T Shed structure with Cement Flooring lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in C.S/R.S/L.R Dag No. - 51 corresponding to R.S Khatian No. - 54, L.R Khatian No. 963 & 999, Touzi No. 228 & 229, J.L No. 32/20, being Municipal Holding No. 21(new), 177(old) Calcutta Jessore Road, being Premises No. 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, District North 24 Parganas
16. **PROJECT** shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the Development of the premises be completed and possession of the completed units in habitable condition is taken over by the unit owners.
17. **PROPORTIONATE** shall mean with all its cognate variations shall mean ratio the area of the all units in the said building.

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18. **COVERED AREA** shall mean and include the plinth area of the flat/garage/shop including proportionate share of lobby, stair, landing, lift and staircase.
19. **SUPER BUILT UP AREA** shall mean and include the area which will be certified by the Architect of the Developer as stated earlier and the said super built up area will be calculated as per facilities and amenities of the building.
20. **UNIT** shall mean the flat/garage/shop and or other covered area in the said building which is capable of being exclusively owned, used and / or enjoyed by any unit owners and which will not be treated as common area, facility and common amenity.
21. **UNIT OWNER/S** shall mean any person or persons or body or association or firm or company, who acquires, holds, enjoys and/or owns any unit in the said building and shall include the Land Owner and Developer of the project held by them, from time to time.
22. **TRANSFER** shall mean and include with its grammatical variations shall include transfer by profession and by any other means adopted for effecting what is understood as a transfer of space in the proposed multi storied to the intending purchaser and/or purchasers thereof although the same may not amount to a transfer in law.
23. **TRANSFeree** shall mean and include a person, firm, limited company, association of persons to whom any space in the building is to be transferred.

NOTE :

1. Masculine Gender shall include the Feminine and vice - versa.
2. Singular shall include the plural and vice - versa.

B. THE LAND OWNER HEREIN HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :-

1. That the Land Owner is the absolute owner of the said premises, specifically described in the FIRST SCHEDULE hereto, free from all encumbrances whatsoever other than the tenants and if any kind of compensation arose on the part of tenants all cost and expenses now presently shall pay by the Developer and later on the said amount shall be adjusted from the Lanowner's Security deposit amount.
2. The entirety of the premises are in the khas possession of the Land Owner and no other person or persons other than the Land Owner have the valid title and interest, occupancy, easement or otherwise on the premises.
3. That there are no suits and or proceedings and or litigation pending in respect of the said plot of land or any part thereof and no person other than the Land Owner have any right, title and interest of any nature whatsoever, in the premises or any part thereof.

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4. That the Land Owner declares that no part of the said premises has been or is liable to be acquired under the Urban Land(Ceiling and Regulations) Act 1976, and /or under any other law and no proceedings are pending in respect thereof.
5. That the said premises or any part thereof has not been attached and/ or is liable to be attached any decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand whatsoever.
6. That if any required under the law, the Land Owner shall have no difficulty in obtain Income Tax Certificate and /or any permission for the completion of the transfer of the Developer's allocated portions to the Developer and /or its nominee and /or otherwise in fulfilling his other obligations hereunder written.
7. That the Land Owner shall not do any act, deed or thing whereby the Developer shall be prevented from the construction and completion of the said multi storied building as per sanctioned plan provided the Developer abides by the rules, regulations, clauses and / or by-clauses of this Agreement.
8. The Land Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said building, in any manner and the Land Owner will deliver vacant and peaceful possession of the said land to the Developer.
9. The Land owner and the Developer have entered into this agreement purely as a contractual basis and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Land owner.
10. The Land Owner herein are fully and sufficiently entitled to enter into this Agreement.
- C. The representations of the Land Owner mentioned hereinabove are hereafter collectively called " THE SAID REPRESENTATIONS" and the Land Owner confirm that the said representations are true and correct as per his knowledge and belief.
- D. The Land Owner herein have agreed to appoint the Developer of the premises and the Developer, relying upon the said representation have agreed to develop the premises, to complete the project, pay the monies and to the works as and on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED IN THE PRESENCE OF THE FOLLOWING WITNESSES :

1. The Land Owner herein have appointed the Developer as the Developer of the premises and the Developer have accepted such appointed on the terms and conditions hereunder contained,
2. The Development of the premises will be in the following manner:

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- a. The Land owners shall make handover the vacant possession of the said premises to the Developer as per demand and requirement of the Developer and subsequently necessary arrangement for one number of alternative shifting consisting of 4 BHK alongwith one Car Parking Space for the Land Owner in the rented flat by the Developer and the rent shall be paid by the Developer strictly within 1st day to 5th day in every month.
- b. The Land Owner doth hereby authorize and empower the Developer to construct a multi storied building as per Sanction Building Plan upon the said plot of land at the costs and expenses of Developer and for the aforesaid purpose the Land owner will deliver full vacant possession of the said land and also make handed over all the photocopies of the original documents of the aforesaid land i.e deed, mutation certificate, parcha tax receipt etc. in favour of the Developer on the day of execution of this Agreement and time to time when required by the Developer on behalf of the different authorities to show or verification of the said original documents on that ground before seven days intimation the Landowner or his authorized person always ready to do the same and during the period of construction the Landowner shall keep all the original documents in his custody and also took all the responsibilities of the original documents upto completion of the proposed building. After completion of the proposed building the Landowner will share all the original documents in favour of the Purchaser/ purchasers in the presence of the Developer and also the respective Purchaser/s as joint owners of the said land & proposed building without any objection and the purchaser/s wants to form a Association for the purpose to maintain or future benefit of the building then the Land Owner shall be a member of the Association and to abide rules of the same and in this regard the Land Owner herein declared that before execution of this Development Agreement cum Development Power of Attorney they shall never mortgage, lien, lease etc. of the said land to the third party.
- c. At any time the Developer shall enter upon the said premises and to do all works for the construction of the building thereon at its cost, expenses and supervision.
- d. The Developer shall hold and remain in possession of the premises and it shall be always be deemed that the Developer is in possession of the entirety of the premises in part performance of this Agreement during the subsistence hereof.
- e. Subject to handover the undisputed possession of Land Owner allocation shall be delivered first, as per Second Schedule of this within 30(Thirty) months from the date of sanctioned building plan and another 6 (Six) months for unavoidable circumstances to complete the multi storied building or the Land Owner handing over the vacant possession of his aforesaid property to the Developer with handover letter. The Developer shall complete the proposed building in all respect and shall deliver vacant and peaceful possession to the Land Owner in habitable condition as per the particulars mentioned in the schedule.
- f. The said building shall be for residential cum commercial purpose or such other purpose as may be mutually decided by the parties hereto.

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g. That after completion of the proposed building as according to the terms and conditions of these presents the Developer will be liable to handover the Land Owner Allocation to the Land Owner only as per terms and conditions of the Development Agreement.

h. The building shall be for residential cum commercial purpose as per sanction plan, but the Developer convert it for commercial purpose or such other purpose other than building sanction plan, shall also be obtained the modification plan or addition /alteration plan from the concerned Municipality.

i. The name of the proposed Building has been decided as "**LANDMARK**" and in future building & address related documentation shall be known and treated as the same.

3. That the Land Owner shall sign all applications, plans and other papers and documents, as may be required by the Developer hereto for the purpose of obtaining necessary to construct the proposed multi storied building from the appropriate authorities, shall be prepared and submitted by the Developer, on behalf of the Land Owner. The Developer shall pay and bear all fees including Architect's fees, charges, surcharges and all expenses required to be paid or deposited to the Municipality or any other authorities for the purpose of construction of the said building on the said plot of land.

4. The Developer shall be entitled to occupy and to use the entirety of the premises SUBJECT TO the terms of this Agreement for the duration of the proposed project. The Developer shall be entitled to use the premises for setting up a temporary site office and /or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff.

5. IN CONNECTION WITH THE AFORESAID, IT IS AGREED AND CLARIFIED AS FOLLOWS:

a. The Developer shall at its own costs construct, erect and complete the building with ISI branded quality materials after obtaining the sanctioned plan with such materials and with such specifications as may be recommended by the technical person from time to time and that the developer shall furnish the landowner

b. In case it be required to pay any outstanding dues to the Municipality or any other outgoings and liabilities in respect of the premises including the cost and expenses regarding the mutation of the names of the owner in that case the Developer shall pay all such outstanding dues etc.

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c. The Developer shall install, erect in the said building at its own costs like pump sets, tube well water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential multi storied building having self-contained apartment and constructed for sale of flats therein on Ownership basis as mutually agreed.

d. The Developer shall be authorized by the Land Owner for the construction of the building and to apply for and obtain temporary and permanent constructions of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

e. That the Developer shall demolition of the existing building and the building materials and debris which shall be the property of the Developer.

f. That the said property would be developed on a standalone basis and amalgamation with adjacent plots would not be allowed.

6. The Land Owner will be entitled to get 55%(Fifty Five Percent) area of the newly constructed building and the Developer shall get 45%(Forty Five Percent) of the newly constructed building, Except 2nd Floor where the Land Owner will be entitled to get 50%(Fifty Percent) of the proposed building and the Developer shall get 50 %(Fifty Percent) of the newly constructed building. Estimated demarcation of Floor wise Land Owner Share & Developer Share, based on mutual understanding, is given hereunder:

FLOOR	LAND OWNER'S SHARE OF AREA	DEVELOPER'S SHARE OF AREA	Nature of Floor
GR FLOOR	55 %	45 %	Commercial
1 ST FLOOR	0 %	100 %	Commercial
2 ND FLOOR	75 % (front)	25 % (back)	Commercial
3 RD FLOOR	55%(back)	45 %(front)	Residential
4 TH FLOOR	55%(front)	45 %(back)	Residential
5 TH FLOOR	85 %(back)	15 %(front)	Residential
6 TH FLOOR	55 %(front)	45 %(back)	Residential

These areas will be inclusive of proportionate common area and facilities of the Premises.

That all Shops on the Ground Floor shall be rehabilitated and the for that area deducted from the Land Owner's Allocation and it is also mentioned here that

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during the period of construction of the proposed building shifting charges of the said Shop/s are totally borne by the Developer.

That after completion of the construction if it is found that the Landowner is getting some area more than he is entitled to, in that case the Landowner shall pay to the Developer the then present market value for that area at the time of handover of possession of the Landowner's Allocation or vice e versa.

That the Developer also pay sum of Rs.50,00,000/- (Fifty Lacs) only as the interest free Security Deposit towards the Landowner and out of the said total amount the Developer also shall pay Rs.5,00,000/- (Rupees Five Lacs) only at the time of execution and registration of Development Agreement, Rs.10,00,000/- (Rupees Ten Lacs) only within one month from the date of execution and registration of Development Agreement, Rs.10,00,000/- (Rupees Ten Lacs) only after obtaining of the sanctioned building plan of the proposed building Rs. 25,00,000/- (Rupees Twenty Five Lacs) only before vacating of the said premises by the Landowner from the existing premises and the said amount will be refund by the Landowner as that Rs.10,00,000/- (Rupees Ten Lacs) only after casting of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only after brickwork of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only after inside & outside plaster of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only after flooring of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only at the time of handing over Landowner allocation.

However, the said security deposit of Rs. 50,00,000/- (Indian Rupees Fifty Lacs) shall be forfeited if the Developer unable to start constructional work of the proposed building within six months from the date of getting vacant possession of the said land from the Landowner, in event the Developer Stops Work or delays the Project inordinately other than disputes of tenants and if any kind of disputes may arose on the part of the tenants on that the Landowner shall take all liabilities and responsibilities of the same including payment of compensation(if any). In such event the Landowner would be free to serve a notice to the effect and to forfeit the said Security deposit.

7. The Land Owner allocated area shall be constructed by the Developer for and on behalf of the Land Owner and or his nominee or nominees. The rest of the said building shall be constructed by the Developer for and or behalf of itself and or nominees.

8. That both the Land Owner and the Developer shall have absolute liberty to sell of his respective allocations as Flats, Garages, Unit of the proposed building in favour of the prospective buyer/buyers at any consideration or price which shall be at the sole discretion of them and both the parties shall be liable for his respective areas. That the Land Owner shall grant to the Developer, and / or to the Developers nominee or nominees a Development Power of Attorney required for the purpose of obtaining Sanction Plan and all necessary permission and Sanction from different appropriate authorities from time to time in connection with the construction of the building and also for sale of Flats/Garages/Shop and or other Spaces (except Land Owner's Allocation).

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9. The Land Owner and the Developer shall have right to negotiate for sale of their respective areas of the proposed building to be constructed upon the said land with any prospective buyer or buyers before or in course of construction together with proportionate share of land on which the said multi storied building will be constructed on such consideration and on such terms and conditions with such person or persons as the Land Owner and the Developer shall think fit and proper and to execute and register the Deed of conveyances in respect of the proportionate share of the said land only to and in favour of the person or persons or the nominee or nominees of the purchaser/ purchasers. It is clearly agreed and declared that consideration money for such transfers, as aforesaid including earnest money or initial payments or part payments thereof shall be received by and belong absolutely to the respectively by the Land Owner and the Developer without intimating against each other.

10. That the Developer as well as the Land Owner shall be entitled to hang any signboard or make any publicity towards booking of flats of their respective areas in the proposed multi storied building.

11. All other Flats, Garages, Unit of the proposed building to be constructed by the Second Party save and except the Land Owner shall be disposed of by the Developer to the prospective buyer/buyers at any consideration or price which shall be at the sole discretion of the Developer. The Land Owner shall co-operate in selling the other flats in each and every manner of the Developer shall desire from time to time and all times till disposal of Flats, Garages and Unit as his constituted attorney. The Developer shall deliver physical possession at first to the Land Owner and thereafter shall execute registered Deed of Conveyance or Conveyances in favour of the intending purchaser/purchasers.

12. The Land Owner and/or prospective buyer/ buyers shall bear all statutory liabilities after handing over possession of the other flats and or spaces as shall be payable to the Government and Land Owner shall be responsible for their own allocated portion of the same in any way manner whatsoever from the date of physical possession of the Land Owner and the Land Owner shall pay his respective municipal taxes after getting completion/occupancy certificate from the competent South Dum Dum Municipality and the Land Owner will not bear any cost towards municipal fees and other charges for obtaining Occupancy Certificate in respect of the proposed building.

13. That as soon as the building is completed the Developer shall give written notice to the Land Owner after completion of the construction work of the new building to take possession of his allocations in the building. Before 90 (Ninety) days from the date of service of such notice and at all times thereafter, the Land Owner shall be exclusively responsible for the payment of all municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever, payable in respect of their allocation. The said rates to be apportioned pro-rata basis with reference to

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the saleable space in the building if they are levied on the Building as a whole and the Land Owner shall pay municipal taxes on and from the date of Possession Letter and the Land Owner shall not be liable for any income tax or wealth tax or any other taxes in respect of the Developer/Promoter's Allocation which shall be liability of the Developer/Promoter who shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

14. As and from the date of delivery of possession of the Land Owner's Allocation, the Land Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Second Party its nominee, assignee or prospective buyers the proportionate service charge for the common facilities in the newly constructed building payable in respect of the Land Owner's Allocation, such charges are to include proportionate share of premises for the insurance of the building, water, fire and scavenging charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passages, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time.

15. The name of the building known as jointly decided by the Land Owner and Developer and the Land Owner or in future any such party / person / persons to whom the Developer or the Land Owner will sale, transfer part / parts of the Developers or the Land Owner's allocation in future shall not be entitled to change and / or modified the name of the building.

16. That the Land Owner shall not do any act, deed or thing whereby the Developer shall be prevented from the construction and completion of the said multi storied building as per sanctioned plan provided the Developer abides by the rules, regulations, clauses and / or by-clauses of this Agreement.

17. The Land Owner and the Developer have entered into this agreement purely as a contractual basis and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Land Owner or as a joint Venture between the parties hereto constituted an Association of Persons.

18. It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owner and various applications and other documents may be required to be signed or made by the Land Owner relating to which specific provisions may not have been mentioned herein, the Land Owner doth hereby undertake further that they will do all such acts, deeds, matters and things and shall execute any such

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additional Power of Attorney and / or authorization as may be required by the Developer for the purpose and the Land Owner also undertake to sign, execute all such additional development agreement, applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Land Owner and / or go against the spirits of these presents.

19. In the event of the Land Owner / Developer committing breach of any of the terms and conditions herein contained or making willful delay regarding constructional work by the both parties as per the terms and conditions contained hereinbefore the Land Owner and the Developer both the party shall exercise against each other Specific Performance of the contract before the concerned Civil Court.

20. The construction of the proposed building should be Certified by the Structural Engineer in question of fitness of the proposed building.

21. The parties hereto shall not be considered liable for any obligation/delays hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure conditions i.e. flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act or commission beyond the control of the parties hereto.

22. Neither any party shall use or permit to the use of the respective allocations in the building or any portion thereof for carrying on any obnoxious illegal and immoral tread or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

23. Neither any party shall demolish or permit to demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the occupants in this behalf.

24. Both parties shall abide by all laws, by-laws, rules and regulations of the Government, Statutory bodies and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, by-laws, rules and regulations.

25. Roof will be common to all for the First Party with the intending Purchaser/ Purchasers.

26. That the Developer shall install existing electric meters in the proposed multi storied building.

27. That the said understanding is for a re-development of a G+6 (7 storied) building.

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28. That the Developer shall pay necessary cost and expenses, if any, towards Additional development Charges (ADC) for obtaining plan sanction of the 6th Floor. In this regard the Landowner herein agree to bear 50% (Fifty Percent) cost & expense for the receipted amount towards the ADC charges for the 6th floor only.

29. That the Developer would handover the (completion/occupancy certificate of the building within a period of three years from the date of commencement of construction work at site.

30. That the construction of the landowner's floor of the building would be done as per layout arrangement provided by the landlord (except shifting of kitchen & toilet side/line). That quality material would be used for the construction of landowner's floor of the said property as specified by the landowner, which will include flooring, standard bathroom wares, standard kitchen wares, door & window material etc. which will be specified in the layout to be provided for the same all are will be of isi mark brand.

31. That the developer shall undertake all necessary activity like piling that would be required for constructing the said building. The developer shall also provide all technical details and civil calculations of the proposed building to the landlord for cross verification of the same, before commencement of construction work.

32. That the developer shall also provide computer generated views of a few elevation models of the proposed building to the landlord before construction, for jointly selecting a suitable elevation of the proposed building.

33. That no banquet facility/ Bar/Marriage hall/ Guest house/ Nursing home etc would be allowed in the said property after construction and that the developer shall ensure that the same is strictly adhered to, while selling the commercial/ residential area of the said premises.

34. That the landlord would also request the developer to provide the building with a quality elevator manufactured by a reputed organization instead of local make elevators. This is being proposed for ensuring minimum failures & down times of the said elevator depends on its usage and separate elevator shall be installed for commercial floor (Ground, First & Second).

35. That the landowner also proposes the developer to incorporate a security room in the premises, the area of which can be shared as per the above mentioned ratio and install a cctv monitoring station covering the entire premises.

36. The landowner also request to the developer to build some kind of firefighting infrastructure in the proposed premises.

- THE FIRST SCHEDULE ABOVE REFERRED TO -

ALL THAT piece and parcel of bastu land admeasuring an area of 4(Four)Cottahs 8(Eight) Chittacks more or less alongwith 200(Two Hundred) Sq.ft. R.T Shed structure with Cement Flooring lying and situated at Mouza - Shyamnagar, Re. Su. No. - 161, comprised in C.S/R.S/L.R Dag No. - 51 corressponding to R.S Khatian No. - 54, L.R Khatian No. 963 & 999, Touzi No. 228 & 229, J.L No. 32/20, being

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Municipal Holding No. 21(new),177(old) Calcutta Jessore Road, being Premises No. 6, Shyam Nagar Road, under Post Office- Bangur Avenue, Police Station- Dum Dum(old), Nager Bazer(new), Kolkata - 700 055, under Ward No. 27, under Additional District Sub - Registration office at Cossipore Dum Dum, in the District of North 24 Parganas which is butted and bounded as follows :-

ON THE NORTH : 158A Jessore Road.

ON THE SOUTH : 175 Shyamnagar Jessore Road.

ON THE EAST : Pond.

ON THE WEST : Calcutta Jessore Road.

THE SECOND SCHEDULE ABOVE REFFERRED TO -
(OWNER'S ALLOCATION)

The Land Owner will be entitled to get 55%(Fifty Five Percent) area of the newly constructed building and the Developer shall get 45%(Forty Five Percent) of the newly constructed building, Except 2nd Floor where the Land Owner will be entitled to get 50%(Fifty Percent) of the proposed building and the Developer shall get 50 %(Fifty Percent) of the newly constructed building. Estimated demarcation of Floor wise Land Owner Share & Developer Share, based on mutual understanding, is given hereunder for ease of reference:

FLOOR	LAND OWNER'S SHARE OF AREA	DEVELOPER'S SHARE OF AREA	Nature of Floor
GR FLOOR	55 %	45 %	Commercial
1 ST FLOOR	0 %	100 %	Commercial
2 ND FLOOR	75 % (front)	25 % (back)	Commercial
3 RD FLOOR	55%(back)	45 %(front)	Residential
4 TH FLOOR	55%(front)	45 %(back)	Residential
5 TH FLOOR	85 %(back)	15 %(front)	Residential
6 TH FLOOR	55 %(front)	45 %(back)	Residential

These areas will be inclusive of proportionate common area and facilities of the Premises.

That all Shops on the Ground Floor shall be rehabilitated and the for that area deducted from the Land Owner's Allocation and it is also mentioned here that during the period of construction of the proposed building shifting charges of the said Shop/s are totally borne by the Developer.

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That after completion of the construction if it is found that the Landowner is getting some area more than he is entitled to, in that case the Landowner shall pay to the Developer the then present market value for that area at the time of handover of possession of the Landowner's Allocation or vice versa.

That the Developer also pay sum of Rs.50,00,000/- (Fifty Lacs) only as the interest free Security Deposit towards the Landowner and out of the said total amount the Developer also shall pay Rs.5,00,000/- (Rupees Five Lacs) only at the time of execution and registration of Development Agreement, Rs.10,00,000/- (Rupees Ten Lacs) only within one month from the date of execution and registration of Development Agreement, Rs.10,00,000/- (Rupees Ten Lacs) only after obtaining of the sanctioned building plan of the proposed building Rs. 25,00,000/- (Rupees Twenty Five Lacs) only before vacating of the said premises by the Landowner from the existing premises and the said amount will be refund by the Landowner as that Rs.10,00,000/- (Rupees Ten Lacs) only after casting of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only after brickwork of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only after inside & outside plaster of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only after flooring of Sixth Floor of the proposed building, Rs.10,00,000/- (Rupees Ten Lacs) only at the time of handing over Landowner allocation.

However, the said security deposit of Rs. 50,00,000/- (Indian Rupees Fifty Lacs) shall be forfeited if the Developer unable to start constructional work of the proposed building within six months from the date of getting vacant possession of the said land from the Landowner, in event the Developer Stops Work or delays the Project inordinately other than disputes of tenants. In such event the Landowner would be free to serve a notice to the effect and to forfeit the said Security deposit.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The Developer's Allocation shall mean ALL THAT remaining constructed area of the proposed multi storied building containing residential flats, commercial shops, office spaces, garages and other spaces having undivided undemarcated impartible proportionate share and or interest in the land said residential flats, commercial shops, office spaces, open / covered car parking space and other spaces attached thereto and available with constructed area in the building and / or common facilities of the multi storied building situated and standing on the land more fully stated in the First schedule with absolute liberty to deal with and / or transfer to the said allocation / area/portion according to the Developer's sole discretion for all times to come thereafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION

- a) Foundation : R.C.C. Foundation and framed structure for multi-storied building, with proper Piling as per Soil & Structure Requirement.
- b) Wall : External wall shall be (8"/5") thick partition wall between the Flats & Corridor shall be (3") thick. Internal partition wall in each flat shall be (5") thick.

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- c) Wall finish : The inside wall of each floor shall be finished with putty.
- d) Floors : Tiles will be laid on.
- e) Doors : Door frames shall be of good quality. All doors shall be of commercial flush Door. All wooden surface shall be painted with one coat primer only. Main entrance Door of each unit would be of superior & robust quality for residential units.
- f) Windows : All windows shall be of aluminum made shutter panel with grill. All balconies shall be guarded with 2'-6" height grill.
- g) Kitchen : At kitchen cooking platform with sink shall be furnished with black stone (3') high glazed tiles shall be provided over cooking platform only at cooking area. The colour of glazed tiles shall be of the Developer's choice. One bib cock at sink also is provided.
- h) Toilet : 6' high glazed tiles dado. One shower including two bib cock, one commode (white in colour) shall be provided. The door of toilet shall be of PVC door.
- i) Electrification : All electrical work shall be concealed wiring as follows :
- # At bed room one light points, one bracket light point, one fan point, one AC point in each Flat and (Two) plug point (5amp), shall be provided.
 - # At drawing/dining room one light point, one fan point, one plug point (5/15 amp) with another T.V. plug point shall be provided.
 - # At kitchen room one tube light point, one exhaust fan point, one plug point (15amp) shall be provided.
 - # At Toilet one light point, one geyser point and one exhaust point and At balcony one blub point and one plug point shall be provided.
 - # At entrance door in each flat one door bell point shall be provided and One Light Point to be provided.
- j) All outer pipes including rain water pipes as well as outer & inner common plumbing installation shall be PVC (Supreme) type pipe.
- k) Common electrical point such as for lighting of stair, common corridor and entrance passage at Ground Floor, parking space and pump for overhead reservoir shall also be provided.
- l) The Developer will complete the electrification work of each flat upto individual main switch of the meter room at the Ground Floor only. For common electrical facilities along with connection charge from C.E.S.C. upto main meter room, infrastructure development cost, security money, transformer installation charges and other quotation charges (if required) are to be paid extra, it is to be mentioned here that the developer at his own cost provide two normal electric meter in the name of the Land Owner for residential purpose, for other meter Land Owner will pay required charges.
- m) If the Purchaser/s takes possession of his/her/their allocation before getting connection individual from C.E.S.C. then he/she/they must pay the monthly electric charge extra for enjoying the electricity in his/her/their Flat and common facilities. The Developer shall decide the charges of the electricity then for that interim period.

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n)Extra work : Any extra work other than our standard schedule shall be charged extra as decided by the Developer authorized Engineer. Such amounts shall be deposited by the Land Owner to the Developer before execution of such work. Outside labour / mason shall be allowed after completion of total project with the permission of the Flat Owners Association.

THE FIFTH SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES

1. Staircase on the floor & overhead room.
2. Staircase landing on all floors.
3. Lift & Lift well & overhead room.
4. Open space, passages from the building to the main road, foundation, outer walls and all types of outer pipes and other common electrical plumbing & sanitary installation.
5. Drains and sewers.
6. Overhead reservoir.
7. Septic Tank.
8. Roof of the top floor.
9. Water supply : Pump overhead Deep tube well or Municipal water will be utilized for water supply and overhead reservoir will be provided on ultimate roof.
10. Proportionate undivided under marked common share or interest in the two /four wheeler parking space reserved at the Ground Floor.

THE SIXTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

1. All costs of lighting & maintenance of common areas and also the outer walls of the building.
2. Proportionate share of electrical charges for Lift & Pump operation and maintenance.
3. The salary of Durwan, Caretaker, who may be appointed.
4. Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc.
5. All charges and security monies to be deposited for the common facilities.
6. Municipal taxes and other outgoing save and except those are separately assessed on the respective spaces.
7. Cost and charges of establishment for maintenance of the building.

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SPECIMEN FORM FOR TEN FINGERPRINTS

SI
No Signature of the
Executants / Presentants

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Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Samra Karna Kar

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Prashanta Das

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



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



192023240036176111

GRN Details

GRN:	192023240036176111	Payment Mode:	Online Payment
GRN Date:	02/05/2023 08:18:55	Bank/Gateway:	State Bank of India
BRN :	IK0CFOCFJ4	BRN Date:	02/05/2023 08:19:59
GRIPS Payment ID:	020520232003617610	Payment Init. Date:	02/05/2023 08:18:55
Payment Status:	Successful	Payment Ref. No:	2000956981/2/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Pradip Bhattacharjee
Address:	47 R G Colony
Mobile:	9804360504
Contact No:	9804360504
Depositor Status:	Advocate
Query No:	2000956981
Applicant's Name:	Mr Pradip Bhattacharjee
Identification No:	2000956981/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	01/05/2023
Period To (dd/mm/yyyy):	01/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000956981/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2000956981/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	5021

IN WORDS:	FORTY THOUSAND FORTY TWO ONLY.	Total	40042
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PAYED

Major Information of the Deed

Deed No :	I-1506-04334/2023	Date of Registration	02/05/2023
Query No / Year	1506-2000956981/2023	Office where deed is registered	
Query Date	13/04/2023 12:46:21 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Pradip Bhattacharjee Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700074, Mobile No. : 9804360504, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]	
Set Forth value		Market Value	
Rs. 3/-		Rs. 2,03,04,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (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:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Shyamnagar, Premises No: 6, , Ward No: 27, Holding No:21 JI No: 32, , Shyamnagar Road Pin Code : 700055

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-51 (RS :-)	LR-963	Bastu	Bastu	2 Katha 4 Chatak	1/-	1,01,25,000/-	Property is on Road Adjacent to Metal Road,

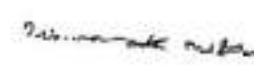
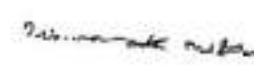
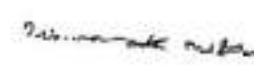
District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Shyamnagar, Premises No: 6, , Ward No: 27, Holding No:21 JI No: 32, Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-51 (RS :-)	LR-999	Bastu	Bastu	2 Katha 4 Chatak	1/-	1,01,25,000/-	Property is on Road Adjacent to Metal Road,
Grand Total :					7.425Dec	2 /-	202,50,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	200 Sq Ft.	1/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	54,000 /-	

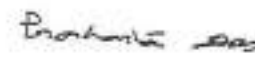
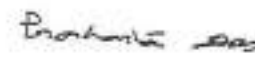
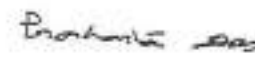
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Biswanath Mitra Son of Late Kansari Mohan Mitra Alias Kangsari Mitra Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 02/05/2023 ,Place : Office </td><td>  02/05/2023 </td><td>  LTI 02/05/2023 </td><td>  02/05/2023 </td></tr> </tbody> </table> 6 Shyam Nagar Road, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: axxxxxx0k, Aadhaar No: 49xxxxxxxx2191, Status :Individual, Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 02/05/2023 ,Place : Office	Name	Photo	Finger Print	Signature	Biswanath Mitra Son of Late Kansari Mohan Mitra Alias Kangsari Mitra Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 02/05/2023 ,Place : Office	 02/05/2023	 LTI 02/05/2023	 02/05/2023
Name	Photo	Finger Print	Signature						
Biswanath Mitra Son of Late Kansari Mohan Mitra Alias Kangsari Mitra Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 02/05/2023 ,Place : Office	 02/05/2023	 LTI 02/05/2023	 02/05/2023						

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PROJECTION REALTY 319/3 Nayapatty Road, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 , PAN No.: abxxxxx3a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Prashanta Das (Presentant) Son of Late Siddheswar Das Alias Siddheswar Das Date of Execution - 24/03/2023, , Admitted by: Self, Date of Admission: 02/05/2023, Place of Admission of Execution: Office </td><td>  May 2 2023 11:33AM </td><td>  LTI 02/05/2023 </td><td>  02/05/2023 </td></tr> </tbody> </table> 12E South Sinthee Road, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: adxxxxx4a, Aadhaar No: 90xxxxxxxx3159 Status : Representative, Representative of : PROJECTION REALTY (as partner)	Name	Photo	Finger Print	Signature	Prashanta Das (Presentant) Son of Late Siddheswar Das Alias Siddheswar Das Date of Execution - 24/03/2023, , Admitted by: Self, Date of Admission: 02/05/2023, Place of Admission of Execution: Office	 May 2 2023 11:33AM	 LTI 02/05/2023	 02/05/2023
Name	Photo	Finger Print	Signature						
Prashanta Das (Presentant) Son of Late Siddheswar Das Alias Siddheswar Das Date of Execution - 24/03/2023, , Admitted by: Self, Date of Admission: 02/05/2023, Place of Admission of Execution: Office	 May 2 2023 11:33AM	 LTI 02/05/2023	 02/05/2023						

Name	Photo	Finger Print	Signature
Sampa Karmakar Wife of Gourango Karmakar Date of Execution - 24/03/2023, , Admitted by: Self, Date of Admission: 02/05/2023, Place of Admission of Execution: Office			
	May 2 2023 11:33AM	L1 02/05/2023	02/05/2023
Sree Tower Near Derozeo College, Flat No: 2D, City:- , P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: elxxxxxx8g, Aadhaar No: 41xxxxxxxx0014 Status : Representative, Representative of : PROJECTION REALTY (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Pradip Bhattacharjee Son of Late A N Bhattacharjee 47 R G Colony, City:- , P.O:- Motijheel, P.S:-Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN:- 700074			
	02/05/2023	02/05/2023	02/05/2023

Identifier Of Biswanath Mitra, Prashanta Das, Sampa Karmakar

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Biswanath Mitra	PROJECTION REALTY-3.7125 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Biswanath Mitra	PROJECTION REALTY-3.7125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Biswanath Mitra	PROJECTION REALTY-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Shyamnagar, Premises No: 6, , Ward No: 27, Holding No:21 Ji No: 32, , Shyamnagar Road Pin Code : 700055

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 51, LR Khatian No:- 963	Owner:বিশ্বনাথ মিত্র, Gurdian:কংসারী মোহন, Address:নিজ , Classification:বাড়, Area:0.05080000 Acre,	Biswanath Mitra

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Jhyamnagar, Premises No: 6, , Ward No: 27, Holding No:21 JI No: 32, Pin Code : 700055

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 51, LR Khatian No:- 999	Owner:বিষ্ণুনাথ মিত্র, Gurdian:কংসারী মোহন মিত্র, Address:বিজ , Classification:বাড়ি, Area:0.02920000 Acre,	Biswanath Mitra

Endorsement For Deed Number : I - 150604334 / 2023

On 02-05-2023

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 10:26 hrs on 02-05-2023, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Prashanta Das ,

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 2,03,04,000/-

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

Execution is admitted on 02/05/2023 by Biswanath Mitra, Son of Late Kansari Mohan Mitra Alias Kangsari Mitra, 6 Shyam Nagar Road, P.O: Bangur Avenue, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Retired Person

Identified by Pradip Bhattacharjee, , Son of Late A N Bhattacharjee, 47 R G Colony, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Advocate

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

Execution is admitted on 02-05-2023 by Prashanta Das, partner, PROJECTION REALTY (Partnership Firm), 319/3 Nayapatty Road, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055

Identified by Pradip Bhattacharjee, , Son of Late A N Bhattacharjee, 47 R G Colony, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Advocate

Execution is admitted on 02-05-2023 by Sampa Karmakar, Partner, PROJECTION REALTY (Partnership Firm), 319/3 Nayapatty Road, City:- , P.O:- Bangur Avenue, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700055

Identified by Pradip Bhattacharjee, , Son of Late A N Bhattacharjee, 47 R G Colony, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Advocate

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 02/05/2023 8:19AM with Govt. Ref. No: 192023240036176111 on 02-05-2023, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOCFOCFJ4 on 02-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 4364, Amount: Rs.5,000.00/-, Date of Purchase: 21/03/2023, Vendor name: Tapas Kumar Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/05/2023 8:19AM with Govt. Ref. No: 192023240036176111 on 02-05-2023, Amount Rs: 35,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOCFOCFJ4 on 02-05-2023, Head of Account 0030-02-103-003-02

Kaustava Dey

**Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal**

10/1

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

SIGNED, SEALED & DELIVERED

By the land owners at Kolkata

In the presence of :-

1. *Soumen Mondal*
SILVER OAK ESTATE
KASIPARA
KOL-7000136

Biswamath mitra

SIGNATURE OF THE LAND OWNER

2. SAURAT MITRA
G, SHYAMNAGAR ROAD
SOUTH BUM BOM
KOLKATA-700055

PROJECTION REALTY

Bishanla S. Sanyal

Partner

SIGNATURE OF THE DEVELOPER

Drafted by :-

Pradip Bhattacharjee 11/06/2010.

Mr. Pradip Bhattacharjee
Advocate

High Court, Calcutta, Room No. 12.

RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 5,00,000/- (Rupees Five Lacs) only by cheque or cash or RTGS shall be paid at the time of this document being the security deposit and / or part payment as per memo below :-

MEMO OF CONSIDERATION

BARBR52023042900965920

By Cash/Cheque/RTGS No..... dated 29/04/2023 Drawn on
Bank of Baroda, Bank, Branch Rs. 5,00,000.00

By Cash/Cheque/RTGS No..... dated/...../..... Drawn on
....., Bank, Branch Rs.00

Total Rs.00

WITNESSES

1. Gaurang Karmakar

2. Samrat Mitra

Biswanath mitra
SIGNATURE OF THE LAND OWNER