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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar
Medinipur Dum Dum, 24-Pin. (Medinipur)

04 OCT 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 4th day of October, Two Thousand and Twenty Three. (2023)

B E T W E E N

Benedict Bal

1) SRI. JOYDEB BALA (PAN No. BARPB6166L) & (Aadhar No. 4234 3949 9529) son of Late Bishnupada Bala, by faith - Hindu, by Nationality - Indian, By occupation -Retired, residing at 27/1/B, Chowdhury Lane, Shyambazer, Post Office - Shyambazer, Police Station -Shyampukur, Kolkata- 700004, District Kolkata, **2) SRI. BASUDEB BALA (PAN No. BNJPB7783E) & (Aadhar No. 9571 8254 3987)** son of Late Bishnupada Bala, by faith - Hindu, by Nationality - Indian, By occupation - Retired, residing at 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata- 700028, District North 24 Parganas hereinafter called and referred to as the "**OWNERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

A N D

BENGAL DEVELOPER & HOSPITALITY (PAN No. ABAFB9675M) a Partnership firm, having its office at 1/14, Rama Apartment, T-17, Teghoria Main Road, Post Office - Hatiara & Police Station- Baguiati, Kolkata- 700 157, in District North 24 Parganas, being represented by its partners namely (1) **SRI. SUSANTA BISWAS (PAN NO. ADQPB4263P) & (Aadhar No. 9181 4014 4505)** son of Late Panchanan Biswas, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at TM-5/95, Teghoria, NK 76, Nishikanan, Post Office - Hatiara, Police Station - Baguiati, Kolkata - 700 157, District North 24- Parganas (2) **SRI SANJIB SAHA (PAN No. DDUPS3473P) & (Aadhar No. 9991 2504 3175)**, son of Sri. Mantu Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 64/2, Kabi Bharat Chandra Road, Post Office & Police Station- Dum Dum, Kolkata- 700 028, District North 24- Parganas, (3) **SRI SUMIT KUMAR DAS (PAN NO. ALHPD7859E) & (Aadhar No. 9637 1920 3382)**, son of Sri. Ajit Kumar Das, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at 292, Gorakshabasi Road, Post Office & Police Station- Dum Dum, Kolkata- 700 028, District North 24- Parganas (4) **SRI MITHUN DEY (PAN No. AIYPD3947P) & (Aadhar No. 6292 1652 1048)**, son of Late Dilip Kumar Dey, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at 112/4, P K Guha Lane, Post Office & Police Station - Dum Dum, Kolkata - 700 028, District North 24 - Parganas, (5) **SRI CHANDAN SAHA (PAN No. BIHPS1266C) & (Aadhar No. 5888 1836 4181)**, son of Sri. Radheshyam Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 43/1, Gorakshabasi Road, Post Office & Police Station- Dum Dum, Kolkata- 700 028, District North 24- Parganas and (6) **SRI SIBA PRASAD ROY (PAN NO. AFSPR2585Q) & (Aadhar No. 3818 7431 5282)** son of Late Ratan Chandra Roy, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at 10/15/1, K.B.C Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, District North 24 Parganas, 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 Partner No. 1,2,3 & 6.

Bansub Bala

WHEREAS one Siddheshwar Chakraborty was the absolute owner such a plot of land lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, within the jurisdiction of Dum Dum Police Station, under South Dum Dum Municipality, in the District of 24 Parganas and during his possession mutated his name in the records of Revisional Settlement.

AND WHEREAS while seized and possessed of the above said property by Siddheshwar Chakraborty by virtue of a Deed of Conveyance sold, released, transferred and conveyed ALL THAT a piece and parcel a plot of land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less be the same a little more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, within the jurisdiction of Dum Dum Police Station, under South Dum Dum Municipality, in the District of 24 Parganas and the same was registered before the Sub - Registrar at Cossipor Dum Dum and the same was recorded in Book No. - I, Volume No. - 114, Pages - 77 to 83, Being No. - 7865 for the year 1958 in favour of Smt. Anima Rani Das against a valuable consideration mentioned therein.

AND WHEREAS while seized and possessed of the above said property by Smt. Anima Rani Das by virtue of a Deed of Conveyance dated 16th day of March 1964 sold, released, transferred and conveyed ALL THAT a piece and parcel a plot of land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less be the same a little more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, within the jurisdiction of Dum Dum Police Station, under South Dum Dum Municipality, in the District of 24 Parganas and the same was registered before the Sub - Registrar at Cossipor Dum Dum and the same was recorded in Book No. - I, Volume No. - 37, Pages - 23 to 26, Being No. - 1702 for the year 1964, in favour of Sri. Radha Gobinda Das against a valuable consideration mentioned therein.

AND WHEREAS while seized and possessed of the above said property by Sri. Radha Gobinda Das duly mutated his name and duly constructed one building according to the sanctioned building plan dated 7th day of April 1964 perceive necessary secured his future to make a provision for himself during his lifetime and also for wife namely Smt. Anima Rani Das(since deceased) during his lifetime and after them their daughter namely Smt. Arati Saha became the absolute owner of 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor alongwith undivided 50%(Fifty Percent) share of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less i.e. 1(One)Cottah 5(Five)Chittacks 5(Five) Sq.ft. more or less and for such purpose the said Sri. Radha Gobinda Das became as the first trustee and after the demise of Sri. Radha Gobinda Das and also Smt. Anima Rani Das became the second trustee and thereafter, Smt. Arati Saha became the sole trustee/beneficiary and the said Deed of Family Settlement and the same was registered before the Additional District Sub - Registrar at Cossipor Dum Dum and the same was recorded in Book No. - I, Volume No. - 16, Being No. - 486 for the year 1988, with other terms and conditions clearly mentioned therein and before revocation of the said Deed of Family Settlement, Sri. Radha Gobinda Das perceive necessary secured his future to make a provision for himself during his lifetime and also for wife namely Smt. Anima Rani Das(since deceased) during his lifetime and

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and after them their son namely Sri. Debasish Das became the absolute owner of 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor alongwith undivided 50%(Fifty Percent) share of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less i.e. 1(One)Cottah 5(Five)Chittacks 5(Five) Sq.ft. more or less and for such purpose the said Sri. Radha Gobinda Das became as the first trustee and after the demise of Sri. Radha Gobinda Das and also Smt. Anima Rani Das became the second trustee and thereafter, Sri. Debasish Das became the sole trustee/beneficiary and the said Deed of Family Settlement and the same was registered before the Additional District Sub - Registrar at Cossipor Dum Dum and the same was recorded in Book No. - I, Volume No. - 10, Pages - 167 to 174, Being No. - 485 for the year 1988.

AND WHEREAS while seized and possessed of the above said property the Second Trustee, Smt. Anima Rani Das died on 16th day of December 1989 leaving behind her husband namely Sri. Radha Gobinda Das, one daughter namely Smt. Arati Saha and son namely Sri. Debasish Das as her sole trustee as her trustee according to Hindu Succession Act 1956.

AND WHEREAS as per the said Deed of Settlement, Sri. Radha Gobinda Das became as the first trustee and Smt. Arati Saha as the beneficiary became joint owners of 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor alongwith undivided 50%(Fifty Percent) share of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less i.e. 1(One)Cottah 5(Five)Chittacks 5(Five) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 64(old), 43(new) being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas and Sri. Radha Gobinda Das became as the first trustee and Sri. Debasish Das as the beneficiary became joint owners of 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor alongwith undivided 50%(Fifty Percent) share of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less i.e. 1(One)Cottah 5(Five)Chittacks 5(Five) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 64(old), 43(new) being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid property due to paucity of fund Sri. Radha Gobinda Das and Sri. Debasish Das jointly sold, released, transferred and conveyed of ALL THAT piece & parcel of 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor alongwith undivided 50%(Fifty Percent) share of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less i.e. 1(One)Cottah 5(Five)Chittacks 5(Five) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 64(old), 43(new) being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas by virtue of a registered Deed of Conveyance dated 29th day of October 1990 and the same was registered before Additional

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District Sub Registrar at Cossipore Dum Dum and the same was copied in Book No. I, Volume No. 113, Pages No. 351 to 364, Being No. 5141 for the year 1990 and Sri. Radha Gobinda Das and Smt. Arati Saha jointly sold, released, transferred and conveyed of ALL THAT piece & parcel of 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor alongwith undivided 50%(Fifty Percent) share of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less i.e. 1(One)Cottah 5(Five)Chittacks 5(Five) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 64(old), 43(new) being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas by virtue of a registered Deed of Conveyance dated 29th day of October 1990 and the same was registered before Additional District Sub Registrar at Cossipore Dum Dum and the same was copied in Book No. I, Volume No. 113, Pages No. 365 to 378, Being No. 5142 for the year 1990 infavour of Sri. Joydeb Bala, Sri. Basudeb Bala and Sri. Bikash Bala all sons of Late Bishnupada Bala against a valuable consideration mentioned therein.

AND WHEREAS after purchased of the aforesaid property Sri. Joydeb Bala, Sri. Basudeb Bala and Sri. Bikash Bala all became the joint owners of ALL THAT piece & parcel of 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor and 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor both of Cement Flooring of two storied building with 40 years old with upon the plot of land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, and duly mutated their names in the records of South Dum Dum Municipality and obtained Municipal Holding No. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas and during their possession due to better use and occupation Sri. Joydeb Bala, Sri. Basudeb Bala and Sri. Bikash Bala jointly submitted for sanction a one multi storied building Plan before the concerned South Dum Dum Municipality.

AND WHEREAS while seized and possessed of the aforesaid property jointly by Sri. Joydeb Bala, Sri. Basudeb Bala and Sri. Bikash Bala of ALL THAT piece & parcel of 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor and 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor both of Cement Flooring of two storied building with 40 years old with upon the plot of land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, and duly mutated their names in the records of South Dum Dum Municipality and obtained Municipal Holding No. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas and during their possession Sri. Bikash Bala due to love and affection gifted and transferred his 1/3rd share of land and structure i.e. 14(Fourteen) Chittacks 3(Three) Sq.ft. more or less and 264.5(Two Hundred and Sixty Four point Five) Sq.ft. on the Ground Floor, First Floor and roof of the First Floor of Cement Flooring of two storied building with 40 years old and the same was by virtue of a registered Deed of Gift dated 16th day of December 2022 and the same was registered before Registrar of Assurances IV, Kolkata and the same was copied in Book No. I, Volume No. 1904, Pages No. 1164469 to 1164488, Being No.

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190420191 for the year 2022 in favour of his one of the brother namely Sri. Joydeb Bala.

AND WHEREAS since then by virtue of purchase and Deed of Gift, Sri. Joydeb Bala and Sri. Basudeb Bala became the joint owners of ALL THAT piece & parcel of 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor and 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor both of Cement Flooring of two storied building with 40 years old with upon the plot of land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575 being Municipal Holding No. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, in the District of 24 Parganas.

AND WHEREAS thus in this circumstances the Land Owners namely Sri. Joydeb Bala and Sri. Basudeb Bala herein became the joint owners in respect of the aforesaid property of ALL THAT piece and parcel of a bastu land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less more or less togetherwith 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor and 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor both of Cement Flooring of two storied building with 40 years old building be the same a little more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, under Additional District Sub - Registration office at Cossipore Dum Dum, in the District of North 24 Parganas which is morefully and particularly described in the First Schedule hereinbelow.

AND WHEREAS with a view to develop a plot of bastu land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less more or less togetherwith 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor and 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor both of Cement Flooring of two storied building with 40 years old building be the same a little more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, under Additional District Sub - Registration office at Cossipore Dum Dum, in the District of 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 Land Owners herein approached to construct the said multi storied building thereon and the Developer herein have accepted the proposal of the Land Owners herein on the terms and condition appearing hereunder.

AND WHEREAS

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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, garage and few flats on the ground floor on the said premises according to the drawn up plans and specification signed by the owners 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.
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. **OWNERS** shall mean and include 1)SRI. JOYDEB BALA son of Late Bishnupada Bala, by faith - Hindu, by Nationality - Indian, By occupation - Retired, residing at 27/1/B, Chowdhury Lane, Shyambazer, Post Office - Shyambazer, Police Station -Shyampukur, Kolkata- 700004, District Kolkata and 2)SRI. BASUDEB BALA son of Late Bishnupada Bala, by faith - Hindu, by Nationality - Indian, By occupation - Retired, residing at 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata-700028, District North 24 Parganas and their respective heirs, executors, administrators, legal representatives, assigns and queries and correspondence to the Land Owners shall be added to the present address of the Land Owners.
7. **DEVELOPER** shall mean BENGAL DEVELOPER & HOSPITALITY a Partnership firm, having its office at 1/14, Rama Apartment, T-17, Teghoria Main Road, Post Office - Hatiara & Police Station- Baguiati, Kolkata-700 157, in District North 24 Parganas, being represented by its partners

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namely (1) **SRI. SUSANTA BISWAS** son of Late Panchanan Biswas, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at TM-5/95, Teghoria, NK 76, Nishikanan, Post Office - Hatiara, Police Station - Baguiati, Kolkata - 700 157, District North 24- Parganas (2) **SRI SANJIB SAHA** son of Sri. Mantu Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 64/2, Kabi Bharat Chandra Road, Post Office & Police Station- Dum Dum, Kolkata- 700 028, District North 24- Parganas, (3) **SRI SUMIT KUMAR DAS** son of Sri. Ajit Kumar Das, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 292, Gorakshabasi Road, Post Office & Police Station- Dum Dum, Kolkata- 700 028, District North 24- Parganas (4) **SRI MITHUN DEY** son of Late Dilip Kumar Dey, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 112/4, P K Guha Lane, Post Office & Police Station - Dum Dum, Kolkata - 700 028, District North 24 - Parganas, (5) **SRI CHANDAN SAHA** son of Sri. Radheshyam Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 43/1, Gorakshabasi Road, Post Office & Police Station- Dum Dum, Kolkata- 700 028, District North 24- Parganas and (6) **SRI SIBA PRASAD ROY** son of Late Ratan Chandra Roy, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 10/15/1, K.B.C Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, District North 24 Parganas 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 Partner No. 1,2,3 & 6.** as include its successor, successors - in - office and assigns.

8. **LAND OWNERS ALLOCATION** shall mean and include the area constructed in the building which is to be allotted to the Land Owners 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 Owners, 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 Owners, 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 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. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, under Additional District Sub - Registration office at Cossipore Dum Dum, in the District of North 24 Parganas.

Bansidhar Bala

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 of the Additional District Sub Registrar at Cossipore Dum Dum and the same was recorded in Deed of Conveyance dated 29th day of October 1990 and the same was registered before Additional District Sub Registrar at Cossipore Dum Dum and the same was copied in Book No. I, Volume No. 113, Pages No. 365 to 378, Being No. 5142 for the year 1990 and Deed of Conveyance dated 29th day of October 1990 and the same was registered before Additional District Sub Registrar at Cossipore Dum Dum and the same was copied in Book No. I, Volume No. 113, Pages No. 351 to 364, Being No. 5141 for the year 1990 and Deed of Gift dated 16th day of December 2022 and the same was registered before Registrar of Assurances IV, Kolkata and the same was copied in Book No. I, Volume No. 1904, Pages No. 1164469 to 1164488, Being No. 190420191 for the year 2022.
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 bastu land admeasuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less more or less be the same a little more or less lying and situated at Mouza - Satgachi, in J.L No. - 20, Re Su No. 154, Touzi No. 182, comprised in Dag No. - 1197, in Khatian No. 575, being Municipal Holding No. 105 being Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under South Dum Dum Municipality in Ward No. 26, under Additional District Sub - Registration office at Cossipore Dum Dum, in the District of 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.
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 including 25%(Twenty Five) percent.

Basu Babu Bata

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 OWNERS** 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 Owners 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 OWNERS HEREIN HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :-

1. That the Land Owners are the joint owners of the said premises, specifically described in the FIRST SCHEDULE hereto, free from all encumbrances whatsoever.
2. The entirety of the premises are in the khas possession of the Land Owners and no other person or persons other than the Land Owners 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 Owners have any right, title and interest of any nature whatsoever, in the premises or any part thereof.
4. That the Land Owners 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 Owners 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 their other obligations hereunder written.

Banubela Bala

7. That the Land Owners 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 Owners 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 Owners will deliver vacant and peaceful possession of the said land to the Developer.

9. The Land owners 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 owners or as a joint Venture between the parties hereto constituted an Association of Persons.

10. The Land Owners herein are fully and sufficiently entitled to enter into this Agreement.

C. The representations of the Land Owners mentioned hereinabove are hereafter collectively called " THE SAID REPRESENTATIONS" and the Land Owners confirm that the said representations are true and correct as per their knowledge and belief.

D. The Land Owners 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 Owners 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:

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 two numbers of shifting each 2BHK of the Land Owners by the Developer till completion of the proposed building in habitable condition.

b. The Land Owners 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 owners will deliver full vacant possession of the said land and also make handed over all the original documents of the aforesaid land i.e deed, mutation certificate, tax receipt etc. in favour of the Developer on the

Bansubala Bala

day of execution of this Agreement and the Developer will keep all the original documents in their custody and also took all the responsibilities of the original documents upto completion of the proposed building. After completion of the proposed building the Developer will share all the original documents in favour of the Purchaser/ purchasers in the presence of the Land Owners as joint owners of the said land & proposed building without any objection and the purchaser/s wants to be from a Association for the purpose to maintain or future benefit of the building then the Land Owners shall be a member of the Association and to abide rules of the same and in this regard the Land Owners 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. Subject to handover the undisputed possession of Land Owners allocation shall be delivered first, as per Second Schedule of this Agreement within 24(Twenty Four) months from the date of sanctioned building plan and another 4 (Four) months for unavoidable circumstances to complete the multi storied building or the Land Owners handing over the vacant possession of their aforesaid property to the Developer. The Developer shall complete the proposed building in all respect and shall deliver vacant and peaceful possession to the Land Owners in habitable condition as per the particulars mentioned in the schedule.

e. The said building shall be for residential purpose or such other purpose as may be mutually decided by the parties hereto.

f. 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 Owners Allocation to the Land Owners only as per terms and conditions of the Development Agreement at first.

g. The building shall be for residential purpose as per sanction plan, but the Developer convert it for its own 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.

3. That the Land Owners 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 Owners. 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

Banshi Bala

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 quality materials at the place mentioned above after obtaining the sanctioned plan with such materials and with such specifications as may be recommended by the technical person from time to time.
 - b. In case it be required to pay any outstanding dues to the Municipality or any other outgoing and liabilities in respect of the premises including the cost and expenses regarding the mutation of the names of the owners in that case the Developer shall pay all such outstanding dues but the cost and expenses bear by the Land Owners etc.
 - 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 Owners 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.
6. That on construction of the proposed multi storied building in the manner as stated hereinbelow as follows :-
The Land Owners will be entitled to get three numbers of residential Flats each Flat admeasuring super built up area of 700(Seven Hundred) Sq.ft. more or less and out of the said Flats two Flats will be on the First Floor one Flat on the front side and another on the back side and one Flat on the Third Floor back side and alongwith non refundable total amount of Rs. 58,10,000/- (Fifty Eight Lacs and Ten Thousand) only out of which Rs. 10,000/- (Ten Thousand) only shall receive at the time of execution of this Development Agreement, Rs. 6,00,000/- (Six Lacs) only shall receive within one month from the date of execution of these Development Agreement, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of First Floor of the proposed building, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of Second Floor of the proposed building, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of Third Floor of the proposed

Bansal Bal

building, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of Fourth Floor of the proposed building, and balance amount of Rs. 12,00,000/- (Twelve Lacs) only shall receive at the time of obtaining possession of the owners allocation.

7. The Land Owners allocated area shall be constructed by the Developer for and on behalf of the Land Owners and or their 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 Owners and the Developer shall have absolute liberty to sell of their 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 their respective areas. That the Land Owners 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 Owners Allocation).

9. The Land Owners 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 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 Owners 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 Owners and the Developer without intimating against each other.

10. That the Developer as well as the Land Owners 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 according to Municipal rules & law.

11. All other Flats, Garages, Unit of the proposed building to be constructed by the Second Party save and except the Land Owners 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 Owners shall co-operate in selling the other flats in each and every manner

Basudil Bala

of the Developer shall desire from time to time and all times till disposal of Flats, Garages and Unit as their constituted attorney. The Developer shall deliver physical possession at first to the Land Owners and thereafter shall execute registered Deed of Conveyance or Conveyances in favour of the intending purchaser/purchasers.

12. The Land Owners 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 Owners 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 Owners and the Land Owners shall pay their respective municipal taxes after getting completion/occupancy certificate from the competent South Dum Dum Municipality.

13. That as soon as the building is completed the Developer shall give written notice to the Land Owners after completion of the construction work of the new building to take possession of their allocations in the building. Before 60 (Sixty) days from the date of service of such notice and at all times thereafter, the Land Owners 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 simple rate basis with reference to the saleable space in the building if they are levied on the Building as a whole and the Land Owners shall pay municipal taxes on and from the date of Possession Letter.

14. As and from the date of delivery of possession of the Land Owners Allocation, the Land Owners 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 Owners 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 Owners and Developer and the Land Owners or in future any such party / person / persons to whom the Developer or the Land Owners will sale, transfer part / parts of the Developers or the Land Owners allocation in future shall not be entitled to change and / or modified the name of the building.

16. That the Land Owners shall not do any act, deed or thing whereby the Developer shall be prevented from the construction and completion of the

Basudeb Bala

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 Owners 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 Owners 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 Owners and various applications and other documents may be required to be signed or made by the Land Owners relating to which specific provisions may not have been mentioned herein, the Land Owners doth hereby undertake further that they will do all such acts, deeds, matters and things and shall execute any such additional Power of Attorney and / or authorization as may be required by the Developer for the purpose and the Land Owners 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 Owners and / or go against the spirits of these presents.

19. In the event of the Land Owners / 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 Owners 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 hereunder to the extent that the performance of the relative obligations prevented by the existence of the vis major 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

Basudub Balg

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.

- THE FIRST SCHEDULE ABOVE REFERRED TO -

ALL THAT piece and parcel of a bastu land measuring an area of 2(Two) Cottahs 10(Ten) Chittacks 10(Ten) Sq.ft. more or less togetherwith 793(Seven Hundred and Ninety Three) Sq.ft. on the Ground Floor and 793(Seven Hundred and Ninety Three) Sq.ft. on the First Floor both of Cement Flooring of two storied building with 40 years old building be the same a little more or less lying and situated at Mouza - Satgachi, J. L. No 20, Re Su No. 154, Touzi No. 182, in Dag No. 1197 corresponding to C.S Khatian No. 575, in R.S Khatian No. 2067, being Municipal Holding No. 105, Premises No. 10/24, Kabi Bharat Chandra Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, under the local limits of South Dum Dum Municipality under Ward No. 26 under Additional District Sub - Registration office at Cossipore Dum Dum, in the District of North 24 Parganas, which is butted and follows:-

ON THE NORTH : 25 feet wide Municipal Road.

ON THE SOUTH : Plot of Mr. Saha.

ON THE EAST : Plot of Mr. S.C Deb.

ON THE WEST : Plot of Manjula Dutta.

THE SECOND SCHEDULE ABOVE REFERRED TO -
(OWNERS ALLOCATION)

That on construction of the proposed multi storied building in the manner as stated hereinbelow as follows :-

The Land Owners will be entitled to get three numbers of residential Flats each Flat admeasuring super built up area of 700(Seven Hundred) Sq.ft. more or less and out of the said Flats two Flats will be on the First Floor one Flat on the front side and another on the back side and one Flat on the Third Floor back side and alongwith non refundable total amount of Rs. 58,10,000/- (Fifty Eight Lacs and Ten Thousand) only out of which Rs. 10,000/- (Ten Thousand) only shall receive at the time of execution of this Development Agreement, Rs. 6,00,000/- (Six Lacs) only shall receive within one month from the date of execution of these Development Agreement, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of First Floor of the proposed building, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of Second Floor of the proposed building, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of Third Floor of the proposed building, Rs. 10,00,000/- (Ten Lacs) only shall receive at the time of casting of Fourth Floor of the proposed building, and balance amount of Rs. 12,00,000/-

Basundhara Bala

(Twelve Lacs) only shall receive at the time of obtaining possession of the owners allocation.

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.
- b) Wall : External wall shall be (8"/5") thick partition wall between the Flats & Corridor shall be (5") thick. Internal partition wall in each flat shall be (3") thick.
- 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 wood with good quality. All doors shall be of commercial flush Door. All wooden surface shall be painted with two coats primer only.
- 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 with ISI brand as follows :
- # At bed room one light point, one bracket light point, one fan point and plug point (5amp) shall be provided.
 - # At drawing/dining room two light points, 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 and one exhaust fan point shall be provided.
 - # At Toilet one light point and one geyser point and one exhaust point and At balcony one blub point shall be provided.

Basudh Bala

At entrance door in each flat one door bell point shall be provided.

j) All outer pipes including rain water pipes as well as outer & inner common plumbing installation shall be ISI PVC 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.

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.

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















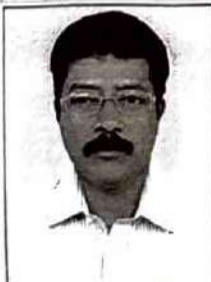






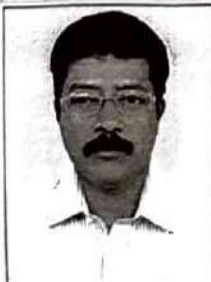






1. Staircase on the floor & overhead room.
2. Staircase landing on all floors.
3. Lift & Lift well & overhead room.
4. Open space, passages from the building to the main road, foundation, outer walls and all types of outer pipes and other common electrical plumbing & sanitary installation.
5. Drains 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.

Basudh Bala

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
			Ring	Middle		
	Joydeb Bala		(Right Hand)			
			Fore	Middle		
			(Left Hand)			
			Ring	Middle		
	Bamdeb Bala		(Right Hand)			
			Fore	Middle		
			(Left Hand)			
			Ring	Middle		
	Shankar Bala		(Right Hand)			
			Fore	Middle		
			(Left Hand)			
			Ring	Middle		
	Shankar Bala		(Right Hand)			
			Fore	Middle		

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants	Little		Ring	Middle	Fore	Thumb	
		(Left Hand)						
								
	<i>Sajib Chela</i>	Thumb	(Right Hand)		Ring	Little		
								
		Little		Ring	Middle	Fore	Thumb	
		(Left Hand)						
	<i>Sumit K. Das</i>	Thumb	(Right Hand)		Ring	Little		
								
		Little		Ring	Middle	Fore	Thumb	
		(Left Hand)						
	<i>Sibi Prasad</i>	Thumb	(Right Hand)		Ring	Little		
								



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



192023240243517771

GRN Details

GRN: 192023240243517771 Payment Mode: Online Payment
GRN Date: 03/10/2023 14:16:52 Bank/Gateway: State Bank of India
BRN : IK0CLXAUS9 BRN Date: 03/10/2023 14:17:53
GRIPS Payment ID: 031020232024351776 Payment Init. Date: 03/10/2023 14:16:52
Payment Status: Successful Payment Ref. No: 2002460921/2/2023
[Query No*/Query Year]

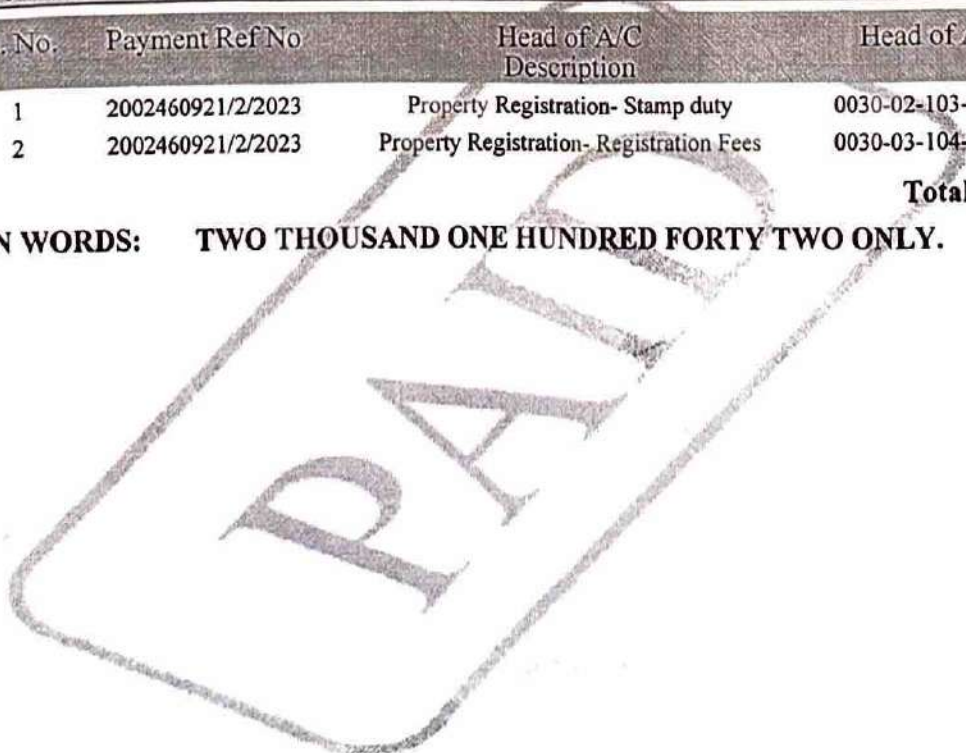
Depositor Details

Depositor's Name: Pradip Bhattacharjee
Address: 47 RG Colony
Mobile: 9804360504
Contact No: 9804360504
Depositor Status: Advocate
Query No: 2002460921
Applicant's Name: Mr Pradip Bhattacharjee
Identification No: 2002460921/2/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 03/10/2023
Period To (dd/mm/yyyy): 03/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002460921/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2002460921/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	121
			Total	2142

IN WORDS: TWO THOUSAND ONE HUNDRED FORTY TWO ONLY.



Major Information of the Deed

Deed No :	I-1506-11243/2023	Date of Registration	04/10/2023
Query No / Year	1506-2002460921/2023	Office where deed is registered	
Query Date	26/09/2023 10:40:19 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 : 10,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 43,56,551/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 121/- (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: Kabi Bharat Chandra Road, Mouza: Satgachi, Premises No: 10/24, , Ward No: 26, Holding No:105 JI No: 20, Pin Code : 700028

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-1011 (RS :-)	LR-2067	Bastu	Bastu	2 Katha 10 Chatak 10 Sq Ft	1/-	35,26,875/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
Grand Total :					4.3542Dec	1 /-	35,26,875 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1586 Sq Ft.	1/-	8,29,676/-	Structure Type: Structure
Gr. Floor, Area of floor : 793 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 793 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1586 sq ft	1 /-	8,29,676 /-	






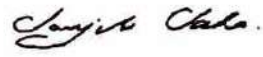


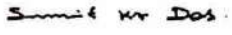



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Joydeb Bala Son of Late Bishnupada Bala Executed by: Self, Date of Execution: 04/10/2023 , Admitted by: Self, Date of Admission: 04/10/2023 ,Place : Office</p>	 04/10/2023	 LTI 04/10/2023 Captured	<p><i>Joydeb Bala</i></p> 04/10/2023
27/1/B Chowdhury Lane, City:- , P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: baxxxxxx6l, Aadhaar No: 42xxxxxxxx9529, Status :Individual, Executed by: Self, Date of Execution: 04/10/2023 , Admitted by: Self, Date of Admission: 04/10/2023 ,Place : Office				
2	<p>Basudeb Bala Son of Late Bishnupada Bala Executed by: Self, Date of Execution: 04/10/2023 , Admitted by: Self, Date of Admission: 04/10/2023 ,Place : Office</p>	 04/10/2023	 LTI 04/10/2023 Captured	<p><i>Basudeb Bala</i></p> 04/10/2023
10/24 Kabi Bharat Chandra Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: bnxxxxxx3e, Aadhaar No: 95xxxxxxxx3987, Status :Individual, Executed by: Self, Date of Execution: 04/10/2023 , Admitted by: Self, Date of Admission: 04/10/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>BENGAL DEVELOPER & HOSPITALITY 1/14 Rama Apartment T-17 Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: ABxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Susanta Biswas Son of Late Panchanan Biswas Date of Execution - 04/10/2023, , Admitted by: Self, Date of Admission: 04/10/2023, Place of Admission of Execution: Office		 Captured LTI 04/10/2023	 04/10/2023
TM-5/95 Teghoria NK 76 Nishikanan, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx3p, Aadhaar No: 91xxxxxxxx4505 Status : Representative, Representative of : BENGAL DEVELOPER & HOSPITALITY (as Partner)				
2	Name	Photo	Finger Print	Signature
	Sanjib Saha (Presentant) Son of Mantu Saha Date of Execution - 04/10/2023, , Admitted by: Self, Date of Admission: 04/10/2023, Place of Admission of Execution: Office		 Captured LTI 04/10/2023	 04/10/2023
64/2 Kabi Bharat Chandra Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ddxxxxxx3p, Aadhaar No: 99xxxxxxxx3175 Status : Representative, Representative of : BENGAL DEVELOPER & HOSPITALITY (as Partner)				
3	Name	Photo	Finger Print	Signature
	Sumit Kumar Das Son of Ajit Kumar Das Date of Execution - 04/10/2023, , Admitted by: Self, Date of Admission: 04/10/2023, Place of Admission of Execution: Office		 Captured LTI 04/10/2023	 04/10/2023
292 Gorakshabasi Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: alxxxxxx9e, Aadhaar No: 96xxxxxxxx3382 Status : Representative, Representative of : BENGAL DEVELOPER & HOSPITALITY (as Partner)				
4	Name	Photo	Finger Print	Signature
	Siba Prasad Roy Son of Late Ratan Chandra Roy Date of Execution - 04/10/2023, , Admitted by: Self, Date of Admission: 04/10/2023, Place of Admission of Execution: Office		 Captured LTI 04/10/2023	 04/10/2023

10/15/1 K B C Road, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxx5q, Aadhaar No: 38xxxxxxxx5282 Status : Representative, Representative of : BENGAL DEVELOPER & HOSPITALITY (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		 Captured	
	04/10/2023	04/10/2023	04/10/2023
Identifier Of Joydeb Bala, Basudeb Bala, Susanta Biswas, Sanjib Saha, Sumit Kumar Das, Siba Prasad Roy			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Joydeb Bala	BENGAL DEVELOPER & HOSPITALITY-2.17708 Dec
2	Basudeb Bala	BENGAL DEVELOPER & HOSPITALITY-2.17708 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Joydeb Bala	BENGAL DEVELOPER & HOSPITALITY-793.00000000 Sq Ft
2	Basudeb Bala	BENGAL DEVELOPER & HOSPITALITY-793.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Kabi Bharat Chandra Road, Mouza: Satgachi, Premises No: 10/24, , Ward No: 26, Holding No:105 JI No: 20, Pin Code : 700028

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1011, LR Khatian No:- 2067		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 150611243 / 2023

On 04-10-2023

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 10:42 hrs on 04-10-2023, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Sanjib Saha ,.

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 43,56,551/-

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

Execution is admitted on 04/10/2023 by 1. Joydeb Bala, Son of Late Bishnupada Bala, 27/1/B Chowdhury Lane, P.O: Shyambazar, Thana: Shyampukur, , Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by Profession Retired Person, 2. Basudeb Bala, Son of Late Bishnupada Bala, 10/24 Kabi Bharat Chandra Road, P.O: Dum Dum, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Retired Person

Indetified 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 04-10-2023 by Susanta Biswas, Partner, BENGAL DEVELOPER & HOSPITALITY, 1/14 Rama Apartment T-17 Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified 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 04-10-2023 by Sanjib Saha, Partner, BENGAL DEVELOPER & HOSPITALITY, 1/14 Rama Apartment T-17 Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified 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 04-10-2023 by Sumit Kumar Das, Partner, BENGAL DEVELOPER & HOSPITALITY, 1/14 Rama Apartment T-17 Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified 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 04-10-2023 by Siba Prasad Roy, Partner, BENGAL DEVELOPER & HOSPITALITY, 1/14 Rama Apartment T-17 Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified 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 121.00/- (B = Rs 100.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 121/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2023 2:17PM with Govt. Ref. No: 192023240243517771 on 03-10-2023, Amount Rs: 121/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CLXAUS9 on 03-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7634, Amount: Rs.5,000.00/-, Date of Purchase: 30/08/2023, Vendor name: Tapas Kumar Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2023 2:17PM with Govt. Ref. No: 192023240243517771 on 03-10-2023, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CLXAUS9 on 03-10-2023, 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

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.

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. KAUSTAV BALA
10/24, Kabi Bharat Chandra
Road, Dum Dum,
Kolkata-700028.

2. Archana Bala
10/24 Kabi Bharat Chand
ra Road
Kol - 28

Jaydeb Bala
Basudeb Bala

SIGNATURE OF THE LAND OWNERS
BENGAL DEVELOPER & HOSPITALITY

Susank Sircar
Sreerases Roy

Sumit K. Das.

Jayib Bala. Partner

SIGNATURE OF THE DEVELOPER

Drafted by :-

Pradip Bhattacharjee WB/60/2010.

Mr. Pradip Bhattacharjee

B.A L.L.B, L.L.M

Advocate

High Court, Calcutta, Room No. 12.

RECEIPT

RECEIVED of and from the within named Developer within mentioned sum of **Rs. 10,000/- (Ten Thousand)** only as a non refundable consideration as per Memo given below :

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cash/Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
	000003	HDFC Bank	Rs. 5,00,000.00
	00004	" Sagariyoti Apartment, VIP Road Kal. 59	Rs. 5,00,000.00
.....			
Total			Rs. 10,000.00

(Rupees Ten Thousand)

WITNESSES

1. KAUSTAV BALA

2. Archana Bala

Joydeb Bala

Barnali Bala

SIGNATURE OF THE LAND OWNERS

24



[Handwritten signature]

Adi. District Sub-Registrar
Cossiga, Dum Dum

04 OCT 2023