

05/07/23

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

N 270944

05/07/2023
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Certified that the document is registered for
registration. The signature above and the
other documents sheets attached with the
stamp are the part of this document.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT CONVEYANCE is made on
this the 05th day of July, 2023 (Two Thousand Twenty-
Three)

BETWEEN

District Sub-Registrar-1
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

5 JUL 2023

SL. NO. 60 DT. 03-07-23

NAME. Mritika

ADDRESS. 216, Boral main road

KOL-84

RS. 500/-

(Signature)

TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27



ALIPORE POLICE COURT WEST BENGAL



Suresh Dutta
S/o - Late Khoran Dutta
Laskar Pur market bagay
P.S - Sonar Pur
KOL-700153

District Sub-Registrar
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas
- 5 JUL 2023

SMT. RITA CHAKRABORTY (PAN - BJZPC6747H, Aadhaar Card No. 3920 6571 8968), daughter of Late Debdutta Sharma and wife of Late Kanu Chakraborty, by Faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at K.M.C. Premises No. 29, Kamdahari Purbapara, being Mailing address at R-139, Kamdahari Purbapara, P.O. - Garia, P.S. - Bansdrani, Kolkata - 700084, District - South 24 Parganas, hereinafter referred to as the **LAND LADY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART.**

AND

"M/S. MRITTIKA" (PAN - ABRFM2229F), a Partnership firm having its office at 216, Boral Main Road, 7 No. Anandasree, P.O. - Garia, P.S. - Bansdrani, Kolkata - 700084, District - South 24 Parganas, represented by their Partners viz. (1) **SRI TARUN NASKAR (PAN - AELPN3883M, Aadhaar Card No. 4815 8917 4347)**, son of Nemai Chandra Naskar, by faith - Hindu, by Nationality - Indian, by Mobile No. - 9051110200, Occupation - Business, residing at Rathtala, P.O. - Narendrapur, P.S. - previously Sonarpur, now Narendrapur, PIN - 700103, District - South 24 Parganas, (2) **SRI RAMKRISHNA SAHA (PAN - FDUPS6898J, Aadhaar Card No. 2433 1213 1792)**, Mobile No. 9231326098, son of Amulya Saha, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at d/34, Baishnabghata Patuli Township, P.O. - Panchasayar, P.S. - Patuli, Kolkata - 700094, District - South 24 Parganas and (3) **SRI BIDESH MITRA (PAN - ANZPM4034C, Aadhaar Card No. 6332 8920 0719)**, Mobile No. 8420175247, son of Late Krishna Kanta Mitra, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at R-26, Kamdahari Purbapara, P.O. - Garia, P.S. - Bansdrani, Kolkata - 700084, District - South 24 Parganas, hereinafter to be referred as the **"DEVELOPER"** (which

terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors, successors-in-office, heirs, executors, administrators, representatives, nominees and assigns) of the **SECOND PART**.

WHEREAS one Yashoda Devi Sharma, wife of Hiralal Sharma purchased **ALL THAT** piece and parcel of a plot of Danga land measuring more or less 26½ Decimals equivalent to 16 Cottahs lying and situated under Mouza – Kamdahari, Touji No. 14, Pargana – Magura, J.L. No. 49 under Dag No. 823 under C.S. Khatian No. 405, P.S. – Jadavpur under Sub-Registrar office at Alipore, South 24 Parganas from one Adhar Chandra Goshal, son of Late Manik Chandra Ghoshal of Tentulberia, Sonarpur, Kolkata, District – the then 24 Parganas, now South 24 Parganas and the same was registered at the office of Sadar Joint Sub-Registrar at Alipore on 16th day of August, 1948 and the same was recorded in Book No. I, Volume No. 63, pages from 27 to 36, Being Deed No. 03118 of 1948.

AND WHEREAS the said Owner (Yashoda Devi Sharma) again for her requirement of money sold, conveyed and transferred 04 Cottahs 00 Chittaks 28 Sq.ft. land out of her aforesaid landed property in Dag No. 823; Khatian No. 302/562 (Old Khatian No. 405); to one Ajit Kumar Kotal, son of Paritosh Kotal by a Bengali Bikroy Kobala (Deed of Sale) dated 15.09.1956 which was registered in the Office of the Sub-Registrar at Alipore Sadar and recorded in Book No. I; Volume No. 117; Pages from 117 to 120; Being No. 6991 for the year 1956 against the valuable consideration as mentioned therein.

AND WHEREAS thereafter the said Owner (Yashoda Devi Sharma) for her urgent need of money sold, conveyed and transferred 06 Cottahs (equivalent to 10 Decimals) land out of her aforesaid landed property in Dag No. 823; Khatian No. 302/562 (Old Khatian No. 405); to one Dr. Radhika Jiban Saha by a Bengali Bikroy Kobala (Deed of Sale) dated 13.05.1959 which was

registered in the Office of the Sub-Registrar at Alipore and recorded in Book No. I; Volume No. 96; Pages from 12 to 14; Being No. 4647 for the year 1959 against the valuable consideration as mentioned therein.

AND WHEREAS in the manner as stated above, the said owner (Yashoda Devi Sharma) remained Owner in respect of the land measuring more or less 05 Cottahs 08 Chittaks land under Mouza - Kamdahari, Touji No. 14, Pargana - Magura, J.L. No. 49 under Dag No. 823 under C.S. Khatian No. 405, P.S. - Jadavpur under Sub-Registrar office at Alipore, South 24 Parganas and was in peaceful possession therein.

AND WHEREAS while seized and possessed of the aforesaid landed property by Yashoda Devi Sharma, she died intestate on 23rd day of January, 1972 (23.01.1972) leaving behind her only son, Debdutta Sharma, son of Late Hiralal Sharma, since deceased who became the absolute owner of the aforesaid landed property as per Hindu Succession Act, 1956.

AND WHEREAS while seized and possessed of the aforesaid landed property, the said Debdutta Sharma made Gifted some portions from the aforesaid land in favour of Kamdahari Purba Para Recreation Club for their Social activities and others and some portions of the said property has also been acquired for expansion of roads.

AND WHEREAS in the manner as stated above the said Debdutta Sharma remains Owner in respect of 04 Cottahs 00 Chittaks 28 Sq.ft of land and was in possession and enjoyment of the same.

AND WHEREAS in the manner as stated above, during peaceful possession and enjoyment, the said Debdutta Sharma died intestate on 18.02.2018 leaving behind him surviving his wife Sephali Sharma (since deceased) and only daughter namely Rita Chakraborty (the Owner herein) as his only legal

heirs, successors and/or legal representatives in respect of the property or estate left by him in terms of Hindu Succession Act, 1956.

AND WHEREAS thus and in the manner as stated above, becoming the owners of the said property, the said Sephali Sharma (since deceased) obtained sanctioned building plan being B.R. No. **983** of **81-82** dated 16.01.1982 and made and/or constructed building in the said property.

AND WHEREAS during peaceful possession and enjoyment of the said property, the said Sephali Sharma died intestate on 18/02/2018 leaving behind her surviving only daughter Rita Chakraborty (the Owner herein) as her only legal heir, successor and/or legal representative in respect of the property or estate left by her in terms of Hindu Succession Act, 1956.

AND WHEREAS in the manner as stated above the said Rita Chakraborty (the Owner herein) becomes the absolute Owner in respect of the property of **ALL THAT** piece and parcel of Danga land measuring more or less 04 Cottahs 00 Chittaks 28 Sq.ft; lying and situated under Mouza - Kamdahari, Touji No. 14, Pargana - Magura, J.L. No. 49; under L.R. Dag No. 823/1532; under L.R. Khatian No. 2451; being K.M.C. Premises No. **29, Kamdahari Purba Para**, within the limits of K.M.C. Ward No. 111 (having K.M.C. Assessee No. **311111200298**); P.O. Garia; P.S. - now Bansdroni; Kolkata 700084, under Sub-Registrar office at Alipore, District; South 24 Parganas which is more fully and particularly described and mentioned in **Schedule "A"** hereunder written free from all encumbrances.

AND WHEREAS while seized and possessed of the aforesaid property, Smt. Rita Chakraborty desires to explore a portion of land measuring more or less 04 Cottahs 00 Chittaks 28 Sq.ft. under L.R. Dag No. 823/1532, L.R. Khatian No. 2451, Mouja - Kamdahari, J.L. No. 49, commercially for a better livelihood and as she has no experience in this construction work and while searching for a Developer for construction of a new building, the Other

Part/Second Part herein being informed about the intention of the Owner and have approached the Owner to construct a new G+III building and the Owner being convinced with the said approach accepted the Developer's proposal with the following terms and conditions as are mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the **PARTIES** as follows:-

ARTICLE - I
DEFINITIONS

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01. **OWNER:-**

Shall mean **SMT. RITA CHAKRABORTY**, daughter of Late Deb Dutta Sharma and wife of Late Kanu Chakraborty, residing at K.M.C. Premises No. 29, Kamdahari Purbapara, being Mailing address at R-139, Kamdahari Purbapara, P.O. - Garia, P.S. - Banskroni, Kolkata - 700084, District - South 24 Parganas and shall include her representatives, heirs and assigns.

1.02 **DEVELOPER:-**

Shall "**M/S. MRITTIKA**", a Partnership firm having its office at 216, Boral Main Road, 7 No. Anandasree, P.O. - Garia, P.S. - Banskroni, Kolkata - 700084, District - South 24 Parganas, represented by their Partners viz. (1) **SRI TARUN NASKAR**, son of Nemai Chandra Naskar, residing at Rathtala, P.O. - Narendrapur, P.S. - previously Sonarpur, now Narendrapur, Kolkata - 700103, District - South 24 Parganas, (2) **SRI RAMKRISHNA SAHA**, son of Amulya Saha, residing at 4/87,

Vidyasagar, P.O. – Naktala, P.S. – Patuli, Kolkata – 700047,
District – South 24 Parganas and (3) **SRI BIDESH MITRA**, son
of Late Krishna Kanta Mitra, residing at R-26, Kamdahari
Purbapara, P.O. – Garia, P.S. – Bansdrani, Kolkata – 700084,
District – South 24 Parganas, hereinafter to be referred to as the
“**DEVELOPER**”, the parties of the **SECOND PART** and shall
include its representatives and/or assigns.

1.03 **SAID PREMISES:-**

Shall mean **ALL THAT** piece and parcel of land morefully
described in the **SCHEDULE – A** written hereinbelow.

1.04 **BUILDING:-**

A proposed ground plus three storied Building having
residential character as per Building Plan to be sanctioned by
the concerned authority.

1.05. **UNIT:-**

Shall mean a separate and self-contained area intended to be
used for residential purpose and shall include any other place to
be constructed in the building and capable of being occupied
and enjoyed independently.

1.05 **ARCHITECT:-**

Shall mean such Architect or Architects as may be appointed
from time to time by the Developer at its own costs and
expenses for designing, planning and supervising the proposed
building at the said premises.

1.06 **COVERED AREA:-**

Shall mean inside area plus proportionate area of four sides
wall and proportionate share of stair.

1.07 **SUPER BUILT UP AREA OF THE UNIT:-**

Shall mean the total covered area of the Unit as certified by the Architect for the time being of the building/s plus proportionate share of common areas, as shall be determined by the Developer in consultation with the Owner and the Architect and aggregate of both shall be deemed to be super built up area of the Unit.

1.08 **PLANS:-**

Shall mean the Building plans with the maximum available F.A.R. to be concerned authority in the name of the Owner of the First Part at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as may make subsequently upon sanction by the concerned authority.

1.10. **COMMON AREA:-**

Shall mean and include outside corridors, stairways, outside passage ways, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tanks and other areas meant for common enjoyment of the buyers/occupants in the said premises.

1.11. **COMMON FACILITIES AND AMENITIES:-**

Shall mean and include stairways, water pumps and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyers/occupants.

1.12 OWNER'S ALLOCATION:-

The Owner shall get entire second floor of the building with 50% of a flat on the top floor (back side) together with Car Parking spaces as well as shops on 50:50 ratio as per sanction plan to be sanctioned by the concerned KMC authority together with proportionate share of land and common facilities as per specification mentioned in the **SCHEDULE - D** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises. Apart from this, Owner shall also get an adjustable sum of Rs.5,00,000/- (Rupees Five Lacs) only which shall be paid at the time of execution of this Development Agreement. Apart from the adjustable advance, the Owner shall also get a sum of Rs.10,000/- (Rupees Ten Thousand) only per month till the completion and hand over possession as per Owner's Allocation by the Developer.

1.13. DEVELOPER'S ALLOCATION:-

Developer shall get remaining portion i.e. entire First Floor with a flat of 50% on the Top floor (front side) together with Car Parking spaces as well as shops on 50:50 ratio of the building after handover Owner's Allocation together with proportionate share of land and common facilities as per specification mentioned in the **SCHEDULE - D** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises within the limits of the Kolkata Municipal Corporation under Ward No. 111, at KMC Premises No. 20, Kamdahari Purba Para, Kolkata - 700084 under KMC Ward No. 111, being Assessee No. **311111200298**.

1.14 TRANSFEROR:-

Shall mean the Owner of the land and the Developer of the construction part.

1.15. TRANSFEREE:-

Shall mean the person to whom any Flat/Unit in the Building is intended to be transferred by the **OWNER** and/or **DEVELOPER**.

ARTICLE - II**OWNER'S RIGHTS & REPRESENTATIONS**

- 2.1. The said premises is free hold and the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.
- 2.2. That the total area comprised in the said premises is 04 Cottahs 00 Chittaks 28 Sq.ft more or less morefully described in the **FIRST SCHEDULE** written hereinbelow.
- 2.3. The Owner will furnish all the original copies of all the documents relating to the title of the Owner in respect of the said premises to the Developer upon signing of this Agreement. The Developer shall return said documents after completion of the project but the Developer having no right to create any mortgage of the said documents before any financial institution.
- 2.4. The Owner shall not create any encumbrances of any nature whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the Developer in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owner shall be entitled to deal with any part of the Owner's Allocation on or before delivery of the same by the Developer. Be it mentioned here that the Developer will first hand over possession to the Owner's in respect of the Owner's Allocation

and thereafter to the other person or persons but the Developer have every right to enter into any agreement with any intending buyer or buyers in respect of Developer's Allocation.

- 2.5. The Owner shall put the Developer into possession of the said premises simultaneously with the execution of this Agreement and the Developer shall issue a Certificate in favour of the Owner to that effect.
- 2.6. The Developer will be deemed to be in possession of the said premises and will be free to do all acts, deeds and things required for the development of the said premises as per sanctioned plan at its own costs, expenses and risks.
- 2.7. That with the consent and approval of the Owner the Developer will submit building plans in the name of the Owner or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer.
- 2.8. The Owner will convey and/or transfer the proportionate share in the total land appertaining to the Developer's Allocation free from all encumbrances to the Developer or the persons nominated by the Developer.
- 2.9. The Owner shall become absolutely entitled to deal with their Allocation as and when required from time to time and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

ARTICLE - III

[DEVELOPER'S RIGHT & REPRESENTATION]

- 3.1. The Developer shall complete the newly constructed building within 24 months from the date of sanctioned building plan from the KMC or possession of the premises from the Owner, whichever is later, unless

prevented by the circumstances as beyond the control of the Developer.

- 3.2. The Owner hereby grant, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership basis and/or transfer by any other means from the Developer's Allocation in accordance with the Building plans to be sanctioned by The Kolkata Municipal Corporation with or without amendments and/or modifications made or caused by the Developer with approval of the concerned authority.
- 3.3. The Developer shall be entitled to prepare modify and/or alter the Building plans in consultation with the Owner and to submit the same to concerned authority in the name of the Owner at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said premises. However, if on the request of any prospective Purchaser, any particular internal modification/alteration is made in that event, the Purchaser of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification/ alteration to the concerned office.
- 3.4. The Developer declares and undertakes that they will develop the entire premises by construction of one Block of Building of the said premises.
- 3.5. The Building will be constructed with new first class building materials and good workmanship and with such specifications morefully described/mentioned in the **SCHEDULE - D** hereunder

written and strictly in accordance with building plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the Owner and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary body or authorities.

- 3.6. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof by the Developer other than an exclusive license to the Developer to commercially exploit the said premises in terms hereto and to deal with the Developer's Allocation in the building to be constructed thereon in the manner and subject to the conditions hereinafter stated.
- 3.7. The Developer shall proceed expeditiously in all respect of development thereof by preparing of the building plan and submitting the said building plan to the Kolkata Municipal Corporation for sanction and obtain the sanction there from within 06 months from the date of execution of this Agreement. If the Developer fail and neglect to obtain the sanction within the stipulated period, the Owner will extend further 3 (Three) months time to obtain the sanction of the building plan from the Kolkata Municipal Corporation. After expiration of the said extended period, if the Developer unable to obtain the sanction, the Owner shall have right to cancel this Agreement and in that cancellation.
- 3.8. Both parties hereby agreed that the Owner will be fully entitled to enjoy the Owner's Allocation and entitled to sell and/or transfer their interest in any manner to any person and the Developer also entitled to sell and/or transfer his interest in any manner to any person.

- 3.9. The Developer shall at its own costs and without creating any financial or other liabilities on the Owner, construct, erect and complete full finished the said proposed building with sanctioned plan and as per specification mentioned below within 15 months from the date of sanctioned building plan or from the date of possession of the premises from Owner whichever is later. In the event the Developer after starting of construction work and on making some progress of such construction, fails and/or neglects to progress of such construction for a period of 6 (six) months or more, it shall be lawful for the Owner to serve a Notice upon the Developer asking the Developer to start and/or resume the work of construction forthwith.
- 3.10. If it is found that any area out of the sanctioned area by the Kolkata Municipal Corporation remains un-constructed on the expiry of total 24 months, as mentioned hereinbefore and if the Developer fail and neglect to hand over the complete Allocation of the Owner including proportionate common facilities, enjoyment and amenities the Developer shall give full effort to complete the project within next 3 months without any compensation.
- 3.11. The Developer will be entitled to develop the said premises by constructing building thereon consisting of Flat/Units in accordance with the building plan and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of their choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owner. All the consideration money shall be realized and appropriated by the Developer absolutely at their discretion and the Owner shall has no claim whatsoever against the sale proceeds or any part of Developer's Allocation.

- 3.12. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or provisions under any statute for carrying out the construction work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at their own costs and expenses and the Owner will extend all possible cooperation and render all assistance, if necessary, to the Developer in complying therewith.
- 3.13. The Owner shall remain responsible to clear all the outgoings, statutory dues of concerned offices and all other rates and taxes in respect of the said premises from the date of handing over the possession to the Developer by the Owner till the date of handing over Owner's Allocation, completed in all respects as per specification of construction work mentioned in **FOURTH SCHEDULE** hereunder written to the Owner. Thereafter, the parties hereto shall bear and pay all outgoings in respect of their respective Allocation/areas in the proposed building and each party shall keep the other served, harmless and indemnified in respect thereof and the Owner herein assured to the Developer that they will hand over the physical possession of the entire premises will be completed on the date of signing of this Agreement and hand over the peaceful possession of the entire premises as free from all encumbrances.
- 3.14. The Owner will not be in any way responsible for the construction of the Units/Flats comprised in the Developer's Allocation and/or regarding delivery of Units/Flats nor the Owner will be liable for any claims, losses and/or damages arising out of the terms of the proposed agreement between the Developer and intending Purchasers.
- 3.15. The Developer hereby indemnify and keep indemnified the Owner against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owner on

account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

- 3.16. The Developer affirms to deliver the area allocable to the Owner as per the Specification mentioned in the **SCHEDULE D**.
- 3.18. The Developer at its own risk and cost shall demolish the existing structure and collected debris shall be used by the Developer.

ARTICLE - IV MISCELLANEOUS

- 4.1. The Owner immediately after execution of this agreement will execute and give a General Power of Attorney in favour of Developer for manage, control and supervise the Project and to sign the building plan and to be obtained the said sanctioned building plan from the respective authority and to sell or transfer the Developer's Allocation in favour of any third party/intending purchaser.
- 4.2. The Owner may join as the party in any agreement where the Developer may enter any agreement with the Purchaser/Purchasers in respect of any Unit/Flat alongwith with common facilities of the Developer's Allocation in the building, but the Owner need not sign the Memo of Consideration part thereof. Similarly, if required by the Owner, the Developer will join as Confirming Party in respect of any agreement of Owner's Allocation in the proposed Building.
- 4.3 Upon completion of the Development work and after delivery of possession of Owner's Allocation the Owner will make and execute in favour of the Developer or their nominee/s proper conveyances of undivided proportionate share of the land or such other Deeds in

arising as the Developer may deem necessary for assuring or perfecting the title of the Developer or their nominees proper Conveyances or such other Deeds in writing at the cost of the Developer or its nominees as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominee/s appertaining to the land in respect of the Developer's Allocation in the Building constructed at the said premises.

- 4.4. If the Owner after accepting the possession of Owner's Allocation from the Developer fail and/or neglect to execute and register the Sale Deeds then the Developer will have all rights to get the Sale Deeds executed and registered through proper Court of Law.
- 4.5. It is agreed by both the Parties that the Owner shall have all rights to inspect the day to day progress of the construction of the building and their suggestions should be regarded by the Developer and its Engineer with regard to the construction.
- 4.6. The Owner will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said premises including rent, property taxes, water and electricity charges, municipal dues, taxes and other outgoings upto the date of handing over possession the Developer for construction. After hand over possession to the Developer by the Owner, the Developer will pay and borne all rates and taxes etc. till completion of the Project.
- 4.7. The parties have entered into this Agreement purely on a Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owner and the Developer nor shall the Owner and the Developer in any manner, constitute and Association of the persons. Each party shall keep the other party indemnified from and against the same.

ARTICLE - V
FORCE MAJEURE

- 5.1. The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the **FORCE MAJEURE**.
- 5.2. **FORCE MAJEURE:-**
Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock out, local disturbances.

ARTICLE - VI
JURISDICTION

- 6.1. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement including the Arbitration Proceedings etc. will be at Kolkata Jurisdiction.

ARTICLE - VII
ARBITRATION

If there be any dispute arises in between the parties the matter will be referred to arbitrator in accordance with the law.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Entire Land & Building]

ALL THAT piece and parcel of land measuring **more or less 4 Cottahs 08 Chittaks** ²⁸ ~~65~~ sq.ft. out of total land area more or less 16 Cottahs lying and situated lying and situated under Mouza - Kamdahari, Touji No. 14,

Pargana – Magura, J.L. No. 49 under L.R. Dag No. 823/1532 under L.R. Khatian No.-2451, P.S. – Bansdroni under Sub-Registrar office at Alipore, South 24 Parganas and have been paying taxes regularly to the appropriate authority which is butted and bounded as follows:-

- ON THE NORTH** : By the dwelling house of Pritikona
Dutta Roy and Dr. Sukumar Mishra,
- ON THE SOUTH** : By the play ground of Milani Sangha;
- ON THE EAST** : By 22' ft. wide K.M.C. Road;
- ON THE WEST** : By the dwelling house
of Nirmal Dey.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Owner's Allocation]

The Owner shall get entire second floor of the building with 50% of a flat on the top floor (back side) together with Car Parking spaces as well as shops on 50:50 ratio as per sanction plan to be sanctioned by the KMC authority together with proportionate share of land and common facilities as per specification mentioned in the **FOURTH SCHEDULE** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

Developer shall get remaining portion i.e. entire First Floor with a flat of 50% on the Top floor (front side) together with Car Parking spaces as well as shops on 50:50 ratio of the building after handover Owner's Allocation

together with proportionate share of land and common facilities as per specification mentioned in the **FOURTH SCHEDULE** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises within the limits of the Kolkata Municipal Corporation under Ward No. 111, at KMC Premises No. 29, Kamdahari Purba Para, Kolkata - 700084 under KMC Ward No. 111, being Assessee No. 311111200298.

**THE SCHEDULE "D" ABOVE REFERRED TO:
[JOB SPECIFICATION]**

FOUNDATION	..	Reinforced cement concrete footings (M-15).
STRUCTURE	..	RCC Frame Structure (m-15)
BRICK WORK	..	Made at 1 st Class brick, 200 mm. Wall - 1 : 5 cement mortar 75/125 mm. Wall - 1 : 4 cement mortar.
FLOOR	..	Floor will be made of vitrified tiles. Bathroom tiles.
SKIRTING	..	4" white tiles.
TOILET	..	Toilet will be made of standard white commode make with high density PVC cistern Bib cock, Shower, concealed stop cock, Angular stop cocks (Heavy Duty), 1 No. geezer point (1 bath room i.e. common bath room of each flat).
TOILET WALL	..	6' feet to 6½" high tiles (15" x 10") of mutual understanding choice of both Owner, Developer and Purchaser.
KITCHEN	..	a) Cooking Platform : Black stone & Green stone slab on top of the kitchen slab. b) Steel sink.

		<p>c) 4' height tiles (12" x 8") / 13" x 10" / 15" x 10" size.</p> <p>d) Kitchen floor tiles</p>
DOOR	..	<p>i) Main door will be made of pyne quality of each flat.</p> <p>ii) Other door will be flash door</p> <p>iii) Frame will be made of sal wood thickness 4" x 2.5".</p> <p>iv) Cylindrical lock (Cylindrical lock) will be provided to the main door with one eye pipe, one handle lock and other fittings and door stopper at each door.</p>
ELECTRICAL	..	<p>a) Concealed wiring heavy duty copper wire (Finolex) fittings fixing of Pretty/Pritam branch switch.</p> <p>b) Electrical calling bell point only.</p> <p>c) In bedroom - one fan point, one tube light point, one bulb, one night light point, two plug points alongwith switch, one AC point provided in any one bed room of each flat.</p> <p>d) In dining room : room fan point, one tube light point, one plug point alongwith a switch, one TV point, one 15 amp Refrigerator point,.</p> <p>e) In Kitchen - one light point, chimney point, aqua guard point, one plug point alongwith switch point of mixture grinder/microwave.</p> <p>f) In toilet - one light point and one geezer point in common bath room.</p>

SANITARY AND PLUMBING	..	Each flat will be provided with one wash basin of matching size.
INSIDE	..	Concealed (CPVC) pipe line both hot and cold water line.
OUTSIDE	..	Heavy density UPVC & Soil pipe/4" Supreme PVC pipe.
PAINTING	..	Internal wall - Putty finish (wall putty) External wall - Weather coat/snowcem.
WINDOW	..	Box window will be made of grill & aluminum sliding glazing with 4 mm. glass.
GENERAL	..	Stair case will be made of marble, stair case will be made of putty.
WATER	..	KMC supplied water, septic tank, overhead water tank to be provided shall be common for all.

For covering by Grill for Verandah, collapsible gate and electric meter for which the Land Owner will pay the cost for their allocation and the Developer will pay through their intending Purchaser/s the cost for the above.

Maintenance cost of flat/unit will be borne by the respective holder/Owner of the flat/unit. But common maintenance cost will be borne by the flat Owner/holders jointly for the common area & service.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day of the month and the year herein first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

1. *Sulabash Deutta*
Laskar P.W. Market bagan
P.S. - Sonar P.W.
Kol-153

2. *Rama Das*
Alipore police
court, kol-27

✓ *Rita Chakraborty*

SIGNATURE OF THE OWNER

MRITTIKA

- *Madan Naskar.*

Partner

MRITTIKA

- *Ramkrishna Saha.*

Partner

MRITTIKA

✓ *Bidesh Mitra*

Partner

SIGNATURE OF THE DEVELOPER

Drafted by:

Amitabha Ray

Advocate
Alipore Police Court
Kolkata - 700 027.

WB/236/1984

Computer typed by:

RECEIPT

Received a sum of Rs.5,00,000/- (Rupees Five Lacs) only towards refundable/adjustable advance on account of the aforesaid development work to be done by the Developer herein by

<u>Cheque No.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount</u>
RTGS SBIN0019525	30-04-22		5,00,000/-

Rita Chakraborty

Rita Chakraborty
SIGNATURE OF THE RECEIVER

08/07/23

8307
I-2794/23



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

N 270944

05/07/2023
2001516588/2023

Confirmed that the document is registered for
registration. The signature sheets and the
other documents sheets attached with the
stamp are the part of this document.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT CONVEYANCE is made on
this the 05th day of July, 2023 (Two Thousand Twenty-
Three)

BETWEEN

District Sub-Registrar-1
Registrar U/S 7 (2) of
Registration 1908
Alipore, South-24 Parganas

5 JUL 2023

SL. NO. 60 DT. 03-07-23

NAME. Mritika

ADDRESS. 216, Boral main road

KOL-84

RS. 500/-

(Signature)

TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27



ALIPORE WEST BENGAL



Suresh Dutta
S/o - Late Khoran Dutta
Laskar Pur market bagay
P.S - Sonar Pur
KOL-700153

District Sub-Registrar
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas
- 5 JUL 2023

SMT. RITA CHAKRABORTY (PAN - BJZPC6747H, Aadhaar Card No. 3920 6571 8968), daughter of Late Debdutta Sharma and wife of Late Kanu Chakraborty, by Faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at K.M.C. Premises No. 29, Kamdahari Purbapara, being Mailing address at R-139, Kamdahari Purbapara, P.O. - Garia, P.S. - Bansdrani, Kolkata - 700084, District - South 24 Parganas, hereinafter referred to as the **LAND LADY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART.**

AND

"M/S. MRITTIKA" (PAN - ABRFM2229F), a Partnership firm having its office at 216, Boral Main Road, 7 No. Anandasree, P.O. - Garia, P.S. - Bansdrani, Kolkata - 700084, District - South 24 Parganas, represented by their Partners viz. (1) **SRI TARUN NASKAR (PAN - AELPN3883M, Aadhaar Card No. 4815 8917 4347)**, son of Nemai Chandra Naskar, by faith - Hindu, by Nationality - Indian, by Mobile No. - 9051110200, Occupation - Business, residing at Rathtala, P.O. - Narendrapur, P.S. - previously Sonarpur, now Narendrapur, PIN - 700103, District - South 24 Parganas, (2) **SRI RAMKRISHNA SAHA (PAN - FDUPS6898J, Aadhaar Card No. 2433 1213 1792)**, Mobile No. 9231326098, son of Amulya Saha, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at d/34, Baishnabghata Patuli Township, P.O. - Panchasayar, P.S. - Patuli, Kolkata - 700094, District - South 24 Parganas and (3) **SRI BIDESH MITRA (PAN - ANZPM4034C, Aadhaar Card No. 6332 8920 0719)**, Mobile No. 8420175247, son of Late Krishna Kanta Mitra, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at R-26, Kamdahari Purbapara, P.O. - Garia, P.S. - Bansdrani, Kolkata - 700084, District - South 24 Parganas, hereinafter to be referred as the **"DEVELOPER"** (which

terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors, successors-in-office, heirs, executors, administrators, representatives, nominees and assigns) of the **SECOND PART**.

WHEREAS one Yashoda Devi Sharma, wife of Hiralal Sharma purchased **ALL THAT** piece and parcel of a plot of Danga land measuring more or less 26½ Decimals equivalent to 16 Cottahs lying and situated under Mouza – Kamdahari, Touji No. 14, Pargana – Magura, J.L. No. 49 under Dag No. 823 under C.S. Khatian No. 405, P.S. – Jadavpur under Sub-Registrar office at Alipore, South 24 Parganas from one Adhar Chandra Goshal, son of Late Manik Chandra Ghoshal of Tentulberia, Sonarpur, Kolkata, District – the then 24 Parganas, now South 24 Parganas and the same was registered at the office of Sadar Joint Sub-Registrar at Alipore on 16th day of August, 1948 and the same was recorded in Book No. I, Volume No. 63, pages from 27 to 36, Being Deed No. 03118 of 1948.

AND WHEREAS the said Owner (Yashoda Devi Sharma) again for her requirement of money sold, conveyed and transferred 04 Cottahs 00 Chittaks 28 Sq.ft. land out of her aforesaid landed property in Dag No. 823; Khatian No. 302/562 (Old Khatian No. 405); to one Ajit Kumar Kotal, son of Paritosh Kotal by a Bengali Bikroy Kobala (Deed of Sale) dated 15.09.1956 which was registered in the Office of the Sub-Registrar at Alipore Sadar and recorded in Book No. I; Volume No. 117; Pages from 117 to 120; Being No. 6991 for the year 1956 against the valuable consideration as mentioned therein.

AND WHEREAS thereafter the said Owner (Yashoda Devi Sharma) for her urgent need of money sold, conveyed and transferred 06 Cottahs (equivalent to 10 Decimals) land out of her aforesaid landed property in Dag No. 823; Khatian No. 302/562 (Old Khatian No. 405); to one Dr. Radhika Jiban Saha by a Bengali Bikroy Kobala (Deed of Sale) dated 13.05.1959 which was

registered in the Office of the Sub-Registrar at Alipore and recorded in Book No. I; Volume No. 96; Pages from 12 to 14; Being No. 4647 for the year 1959 against the valuable consideration as mentioned therein.

AND WHEREAS in the manner as stated above, the said owner (Yashoda Devi Sharma) remained Owner in respect of the land measuring more or less 05 Cottahs 08 Chittaks land under Mouza – Kamdahari, Touji No. 14, Pargana – Magura, J.L. No. 49 under Dag No. 823 under C.S. Khatian No. 405, P.S. – Jadavpur under Sub-Registrar office at Alipore, South 24 Parganas and was in peaceful possession therein.

AND WHEREAS while seized and possessed of the aforesaid landed property by Yashoda Devi Sharma, she died intestate on 23rd day of January, 1972 (23.01.1972) leaving behind her only son, Debdutta Sharma, son of Late Hiralal Sharma, since deceased who became the absolute owner of the aforesaid landed property as per Hindu Succession Act, 1956.

AND WHEREAS while seized and possessed of the aforesaid landed property, the said Debdutta Sharma made Gifted some portions from the aforesaid land in favour of Kamdahari Purba Para Recreation Club for their Social activities and others and some portions of the said property has also been acquired for expansion of roads.

AND WHEREAS in the manner as stated above the said Debdutta Sharma remains Owner in respect of 04 Cottahs 00 Chittaks 28 Sq.ft of land and was in possession and enjoyment of the same.

AND WHEREAS in the manner as stated above, during peaceful possession and enjoyment, the said Debdutta Sharma died intestate on 18.02.2018 leaving behind him surviving his wife Sephali Sharma (since deceased) and only daughter namely Rita Chakraborty (the Owner herein) as his only legal

heirs, successors and/or legal representatives in respect of the property or estate left by him in terms of Hindu Succession Act, 1956.

AND WHEREAS thus and in the manner as stated above, becoming the owners of the said property, the said Sephali Sharma (since deceased) obtained sanctioned building plan being B.R. No. **983** of **81-82** dated 16.01.1982 and made and/or constructed building in the said property.

AND WHEREAS during peaceful possession and enjoyment of the said property, the said Sephali Sharma died intestate on 18/02/2018 leaving behind her surviving only daughter Rita Chakraborty (the Owner herein) as her only legal heir, successor and/or legal representative in respect of the property or estate left by her in terms of Hindu Succession Act, 1956.

AND WHEREAS in the manner as stated above the said Rita Chakraborty (the Owner herein) becomes the absolute Owner in respect of the property of **ALL THAT** piece and parcel of Danga land measuring more or less 04 Cottahs 00 Chittaks 28 Sq.ft; lying and situated under Mouza - Kamdahari, Touji No. 14, Pargana - Magura, J.L. No. 49; under L.R. Dag No. 823/1532; under L.R. Khatian No. 2451; being K.M.C. Premises No. **29, Kamdahari Purba Para**, within the limits of K.M.C. Ward No. 111 (having K.M.C. Assessee No. **311111200298**); P.O. Garia; P.S. - now Bansdrani; Kolkata 700084, under Sub-Registrar office at Alipore, District; South 24 Parganas which is more fully and particularly described and mentioned in **Schedule "A"** hereunder written free from all encumbrances.

AND WHEREAS while seized and possessed of the aforesaid property, Smt. Rita Chakraborty desires to explore a portion of land measuring more or less 04 Cottahs 00 Chittaks 28 Sq.ft. under L.R. Dag No. 823/1532, L.R. Khatian No. 2451, Mouja - Kamdahari, J.L. No. 49, commercially for a better livelihood and as she has no experience in this construction work and while searching for a Developer for construction of a new building, the Other

Part/Second Part herein being informed about the intention of the Owner and have approached the Owner to construct a new G+III building and the Owner being convinced with the said approach accepted the Developer's proposal with the following terms and conditions as are mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the **PARTIES** as follows:-

ARTICLE - I
DEFINITIONS

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01. **OWNER:-**

Shall mean **SMT. RITA CHAKRABORTY**, daughter of Late Deb Dutta Sharma and wife of Late Kanu Chakraborty, residing at K.M.C. Premises No. 29, Kamdahari Purbapara, being Mailing address at R-139, Kamdahari Purbapara, P.O. - Garia, P.S. - Banskroni, Kolkata - 700084, District - South 24 Parganas and shall include her representatives, heirs and assigns.

1.02 **DEVELOPER:-**

Shall "**M/S. MRITTIKA**", a Partnership firm having its office at 216, Boral Main Road, 7 No. Anandasree, P.O. - Garia, P.S. - Banskroni, Kolkata - 700084, District - South 24 Parganas, represented by their Partners viz. (1) **SRI TARUN NASKAR**, son of Nemai Chandra Naskar, residing at Rathtala, P.O. - Narendrapur, P.S. - previously Sonarpur, now Narendrapur, Kolkata - 700103, District - South 24 Parganas, (2) **SRI RAMKRISHNA SAHA**, son of Amulya Saha, residing at 4/87,

Vidyasagar, P.O. – Naktala, P.S. – Patuli, Kolkata – 700047,
District – South 24 Parganas and (3) **SRI BIDESH MITRA**, son
of Late Krishna Kanta Mitra, residing at R-26, Kamdahari
Purbapara, P.O. – Garia, P.S. – Bansdrani, Kolkata – 700084,
District – South 24 Parganas, hereinafter to be referred to as the
“**DEVELOPER**”, the parties of the **SECOND PART** and shall
include its representatives and/or assigns.

1.03 **SAID PREMISES:-**

Shall mean **ALL THAT** piece and parcel of land morefully
described in the **SCHEDULE – A** written hereinbelow.

1.04 **BUILDING:-**

A proposed ground plus three storied Building having
residential character as per Building Plan to be sanctioned by
the concerned authority.

1.05. **UNIT:-**

Shall mean a separate and self-contained area intended to be
used for residential purpose and shall include any other place to
be constructed in the building and capable of being occupied
and enjoyed independently.

1.05 **ARCHITECT:-**

Shall mean such Architect or Architects as may be appointed
from time to time by the Developer at its own costs and
expenses for designing, planning and supervising the proposed
building at the said premises.

1.06 **COVERED AREA:-**

Shall mean inside area plus proportionate area of four sides
wall and proportionate share of stair.

1.07 **SUPER BUILT UP AREA OF THE UNIT:-**

Shall mean the total covered area of the Unit as certified by the Architect for the time being of the building/s plus proportionate share of common areas, as shall be determined by the Developer in consultation with the Owner and the Architect and aggregate of both shall be deemed to be super built up area of the Unit.

1.08 **PLANS:-**

Shall mean the Building plans with the maximum available F.A.R. to be concerned authority in the name of the Owner of the First Part at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as may make subsequently upon sanction by the concerned authority.

1.10. **COMMON AREA:-**

Shall mean and include outside corridors, stairways, outside passage ways, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tanks and other areas meant for common enjoyment of the buyers/occupants in the said premises.

1.11. **COMMON FACILITIES AND AMENITIES:-**

Shall mean and include stairways, water pumps and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyers/occupants.

1.12 OWNER'S ALLOCATION:-

The Owner shall get entire second floor of the building with 50% of a flat on the top floor (back side) together with Car Parking spaces as well as shops on 50:50 ratio as per sanction plan to be sanctioned by the concerned KMC authority together with proportionate share of land and common facilities as per specification mentioned in the **SCHEDULE - D** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises. Apart from this, Owner shall also get an adjustable sum of Rs.5,00,000/- (Rupees Five Lacs) only which shall be paid at the time of execution of this Development Agreement. Apart from the adjustable advance, the Owner shall also get a sum of Rs.10,000/- (Rupees Ten Thousand) only per month till the completion and hand over possession as per Owner's Allocation by the Developer.

1.13. DEVELOPER'S ALLOCATION:-

Developer shall get remaining portion i.e. entire First Floor with a flat of 50% on the Top floor (front side) together with Car Parking spaces as well as shops on 50:50 ratio of the building after handover Owner's Allocation together with proportionate share of land and common facilities as per specification mentioned in the **SCHEDULE - D** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises within the limits of the Kolkata Municipal Corporation under Ward No. 111, at KMC Premises No. 20, Kamdahari Purba Para, Kolkata - 700084 under KMC Ward No. 111, being Assessee No. **311111200298**.

1.14 TRANSFEROR:-

Shall mean the Owner of the land and the Developer of the construction part.

1.15. TRANSFEREE:-

Shall mean the person to whom any Flat/Unit in the Building is intended to be transferred by the **OWNER** and/or **DEVELOPER**.

ARTICLE - II**OWNER'S RIGHTS & REPRESENTATIONS**

- 2.1. The said premises is free hold and the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.
- 2.2. That the total area comprised in the said premises is 04 Cottahs 00 Chittaks 28 Sq.ft more or less morefully described in the **FIRST SCHEDULE** written hereinbelow.
- 2.3. The Owner will furnish all the original copies of all the documents relating to the title of the Owner in respect of the said premises to the Developer upon signing of this Agreement. The Developer shall return said documents after completion of the project but the Developer having no right to create any mortgage of the said documents before any financial institution.
- 2.4. The Owner shall not create any encumbrances of any nature whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the Developer in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owner shall be entitled to deal with any part of the Owner's Allocation on or before delivery of the same by the Developer. Be it mentioned here that the Developer will first hand over possession to the Owner's in respect of the Owner's Allocation

and thereafter to the other person or persons but the Developer have every right to enter into any agreement with any intending buyer or buyers in respect of Developer's Allocation.

- 2.5. The Owner shall put the Developer into possession of the said premises simultaneously with the execution of this Agreement and the Developer shall issue a Certificate in favour of the Owner to that effect.
- 2.6. The Developer will be deemed to be in possession of the said premises and will be free to do all acts, deeds and things required for the development of the said premises as per sanctioned plan at its own costs, expenses and risks.
- 2.7. That with the consent and approval of the Owner the Developer will submit building plans in the name of the Owner or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer.
- 2.8. The Owner will convey and/or transfer the proportionate share in the total land appertaining to the Developer's Allocation free from all encumbrances to the Developer or the persons nominated by the Developer.
- 2.9. The Owner shall become absolutely entitled to deal with their Allocation as and when required from time to time and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

ARTICLE - III

[DEVELOPER'S RIGHT & REPRESENTATION]

- 3.1. The Developer shall complete the newly constructed building within 24 months from the date of sanctioned building plan from the KMC or possession of the premises from the Owner, whichever is later, unless

prevented by the circumstances as beyond the control of the Developer.

- 3.2. The Owner hereby grant, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership basis and/or transfer by any other means from the Developer's Allocation in accordance with the Building plans to be sanctioned by The Kolkata Municipal Corporation with or without amendments and/or modifications made or caused by the Developer with approval of the concerned authority.
- 3.3. The Developer shall be entitled to prepare modify and/or alter the Building plans in consultation with the Owner and to submit the same to concerned authority in the name of the Owner at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said premises. However, if on the request of any prospective Purchaser, any particular internal modification/alteration is made in that event, the Purchaser of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification/ alteration to the concerned office.
- 3.4. The Developer declares and undertakes that they will develop the entire premises by construction of one Block of Building of the said premises.
- 3.5. The Building will be constructed with new first class building materials and good workmanship and with such specifications morefully described/mentioned in the **SCHEDULE - D** hereunder

written and strictly in accordance with building plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the Owner and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary body or authorities.

- 3.6. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof by the Developer other than an exclusive license to the Developer to commercially exploit the said premises in terms hereto and to deal with the Developer's Allocation in the building to be constructed thereon in the manner and subject to the conditions hereinafter stated.
- 3.7. The Developer shall proceed expeditiously in all respect of development thereof by preparing of the building plan and submitting the said building plan to the Kolkata Municipal Corporation for sanction and obtain the sanction there from within 06 months from the date of execution of this Agreement. If the Developer fail and neglect to obtain the sanction within the stipulated period, the Owner will extend further 3 (Three) months time to obtain the sanction of the building plan from the Kolkata Municipal Corporation. After expiration of the said extended period, if the Developer unable to obtain the sanction, the Owner shall have right to cancel this Agreement and in that cancellation.
- 3.8. Both parties hereby agreed that the Owner will be fully entitled to enjoy the Owner's Allocation and entitled to sell and/or transfer their interest in any manner to any person and the Developer also entitled to sell and/or transfer his interest in any manner to any person.

- 3.9. The Developer shall at its own costs and without creating any financial or other liabilities on the Owner, construct, erect and complete full finished the said proposed building with sanctioned plan and as per specification mentioned below within 15 months from the date of sanctioned building plan or from the date of possession of the premises from Owner whichever is later. In the event the Developer after starting of construction work and on making some progress of such construction, fails and/or neglects to progress of such construction for a period of 6 (six) months or more, it shall be lawful for the Owner to serve a Notice upon the Developer asking the Developer to start and/or resume the work of construction forthwith.
- 3.10. If it is found that any area out of the sanctioned area by the Kolkata Municipal Corporation remains un-constructed on the expiry of total 24 months, as mentioned hereinbefore and if the Developer fail and neglect to hand over the complete Allocation of the Owner including proportionate common facilities, enjoyment and amenities the Developer shall give full effort to complete the project within next 3 months without any compensation.
- 3.11. The Developer will be entitled to develop the said premises by constructing building thereon consisting of Flat/Units in accordance with the building plan and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of their choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owner. All the consideration money shall be realized and appropriated by the Developer absolutely at their discretion and the Owner shall has no claim whatsoever against the sale proceeds or any part of Developer's Allocation.

- 3.12. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or provisions under any statute for carrying out the construction work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at their own costs and expenses and the Owner will extend all possible cooperation and render all assistance, if necessary, to the Developer in complying therewith.
- 3.13. The Owner shall remain responsible to clear all the outgoings, statutory dues of concerned offices and all other rates and taxes in respect of the said premises from the date of handing over the possession to the Developer by the Owner till the date of handing over Owner's Allocation, completed in all respects as per specification of construction work mentioned in **FOURTH SCHEDULE** hereunder written to the Owner. Thereafter, the parties hereto shall bear and pay all outgoings in respect of their respective Allocation/areas in the proposed building and each party shall keep the other served, harmless and indemnified in respect thereof and the Owner herein assured to the Developer that they will hand over the physical possession of the entire premises will be completed on the date of signing of this Agreement and hand over the peaceful possession of the entire premises as free from all encumbrances.
- 3.14. The Owner will not be in any way responsible for the construction of the Units/Flats comprised in the Developer's Allocation and/or regarding delivery of Units/Flats nor the Owner will be liable for any claims, losses and/or damages arising out of the terms of the proposed agreement between the Developer and intending Purchasers.
- 3.15. The Developer hereby indemnify and keep indemnified the Owner against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owner on

account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

- 3.16. The Developer affirms to deliver the area allocable to the Owner as per the Specification mentioned in the **SCHEDULE D**.
- 3.18. The Developer at its own risk and cost shall demolish the existing structure and collected debris shall be used by the Developer.

ARTICLE - IV MISCELLANEOUS

- 4.1. The Owner immediately after execution of this agreement will execute and give a General Power of Attorney in favour of Developer for manage, control and supervise the Project and to sign the building plan and to be obtained the said sanctioned building plan from the respective authority and to sell or transfer the Developer's Allocation in favour of any third party/intending purchaser.
- 4.2. The Owner may join as the party in any agreement where the Developer may enter any agreement with the Purchaser/Purchasers in respect of any Unit/Flat alongwith with common facilities of the Developer's Allocation in the building, but the Owner need not sign the Memo of Consideration part thereof. Similarly, if required by the Owner, the Developer will join as Confirming Party in respect of any agreement of Owner's Allocation in the proposed Building.
- 4.3 Upon completion of the Development work and after delivery of possession of Owner's Allocation the Owner will make and execute in favour of the Developer or their nominee/s proper conveyances of undivided proportionate share of the land or such other Deeds in

arising as the Developer may deem necessary for assuring or perfecting the title of the Developer or their nominees proper Conveyances or such other Deeds in writing at the cost of the Developer or its nominees as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominee/s appertaining to the land in respect of the Developer's Allocation in the Building constructed at the said premises.

- 4.4. If the Owner after accepting the possession of Owner's Allocation from the Developer fail and/or neglect to execute and register the Sale Deeds then the Developer will have all rights to get the Sale Deeds executed and registered through proper Court of Law.
- 4.5. It is agreed by both the Parties that the Owner shall have all rights to inspect the day to day progress of the construction of the building and their suggestions should be regarded by the Developer and its Engineer with regard to the construction.
- 4.6. The Owner will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said premises including rent, property taxes, water and electricity charges, municipal dues, taxes and other outgoings upto the date of handing over possession the Developer for construction. After hand over possession to the Developer by the Owner, the Developer will pay and borne all rates and taxes etc. till completion of the Project.
- 4.7. The parties have entered into this Agreement purely on a Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owner and the Developer nor shall the Owner and the Developer in any manner, constitute and Association of the persons. Each party shall keep the other party indemnified from and against the same.

ARTICLE - V
FORCE MAJEURE

- 5.1. The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the **FORCE MAJEURE**.
- 5.2. **FORCE MAJEURE:-**
Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock out, local disturbances.

ARTICLE - VI
JURISDICTION

- 6.1. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement including the Arbitration Proceedings etc. will be at Kolkata Jurisdiction.

ARTICLE - VII
ARBITRATION

If there be any dispute arises in between the parties the matter will be referred to arbitrator in accordance with the law.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Entire Land & Building]

ALL THAT piece and parcel of land measuring **more or less 4 Cottahs 08 Chittaks** ²⁸ ~~65~~ sq.ft. out of total land area more or less 16 Cottahs lying and situated lying and situated under Mouza - Kamdahari, Touji No. 14,

Pargana – Magura, J.L. No. 49 under L.R. Dag No. 823/1532 under L.R. Khatian No.-2451, P.S. – Bansdroni under Sub-Registrar office at Alipore, South 24 Parganas and have been paying taxes regularly to the appropriate authority which is butted and bounded as follows:-

- ON THE NORTH** : By the dwelling house of Pritikona
Dutta Roy and Dr. Sukumar Mishra;
- ON THE SOUTH** : By the play ground of Milani Sangha;
- ON THE EAST** : By 22' ft. wide K.M.C. Road;
- ON THE WEST** : By the dwelling house
of Nirmal Dey.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Owner's Allocation]

The Owner shall get entire second floor of the building with 50% of a flat on the top floor (back side) together with Car Parking spaces as well as shops on 50:50 ratio as per sanction plan to be sanctioned by the KMC authority together with proportionate share of land and common facilities as per specification mentioned in the **FOURTH SCHEDULE** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

Developer shall get remaining portion i.e. entire First Floor with a flat of 50% on the Top floor (front side) together with Car Parking spaces as well as shops on 50:50 ratio of the building after handover Owner's Allocation

together with proportionate share of land and common facilities as per specification mentioned in the **FOURTH SCHEDULE** below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises within the limits of the Kolkata Municipal Corporation under Ward No. 111, at KMC Premises No. 29, Kamdahari Purba Para, Kolkata - 700084 under KMC Ward No. 111, being Assessee No. 311111200298.

**THE SCHEDULE "D" ABOVE REFERRED TO:
[JOB SPECIFICATION]**

FOUNDATION	..	Reinforced cement concrete footings (M-15).
STRUCTURE	..	RCC Frame Structure (m-15)
BRICK WORK	..	Made at 1 st Class brick, 200 mm. Wall - 1 : 5 cement mortar 75/125 mm. Wall - 1 : 4 cement mortar.
FLOOR	..	Floor will be made of vitrified tiles. Bathroom tiles.
SKIRTING	..	4" white tiles.
TOILET	..	Toilet will be made of standard white commode make with high density PVC cistern Bib cock, Shower, concealed stop cock, Angular stop cocks (Heavy Duty), 1 No. geezer point (1 bath room i.e. common bath room of each flat).
TOILET WALL	..	6' feet to 6½" high tiles (15" x 10") of mutual understanding choice of both Owner, Developer and Purchaser.
KITCHEN	..	a) Cooking Platform : Black stone & Green stone slab on top of the kitchen slab. b) Steel sink.

		<p>c) 4' height tiles (12" x 8") / 13" x 10" / 15" x 10" size.</p> <p>d) Kitchen floor tiles</p>
DOOR	..	<p>i) Main door will be made of pyne quality of each flat.</p> <p>ii) Other door will be flash door</p> <p>iii) Frame will be made of sal wood thickness 4" x 2.5".</p> <p>iv) Cylindrical lock (Cylindrical lock) will be provided to the main door with one eye pipe, one handle lock and other fittings and door stopper at each door.</p>
ELECTRICAL	..	<p>a) Concealed wiring heavy duty copper wire (Finolex) fittings fixing of Pretty/Pritam branch switch.</p> <p>b) Electrical calling bell point only.</p> <p>c) In bedroom - one fan point, one tube light point, one bulb, one night light point, two plug points alongwith switch, one AC point provided in any one bed room of each flat.</p> <p>d) In dining room : room fan point, one tube light point, one plug point alongwith a switch, one TV point, one 15 amp Refrigerator point,.</p> <p>e) In Kitchen - one light point, chimney point, aqua guard point, one plug point alongwith switch point of mixture grinder/microwave.</p> <p>f) In toilet - one light point and one geezer point in common bath room.</p>

SANITARY AND PLUMBING	..	Each flat will be provided with one wash basin of matching size.
INSIDE	..	Concealed (CPVC) pipe line both hot and cold water line.
OUTSIDE	..	Heavy density UPVC & Soil pipe/4" Supreme PVC pipe.
PAINTING	..	Internal wall - Putty finish (wall putty) External wall - Weather coat/snowcem.
WINDOW	..	Box window will be made of grill & aluminum sliding glazing with 4 mm. glass.
GENERAL	..	Stair case will be made of marble, stair case will be made of putty.
WATER	..	KMC supplied water, septic tank, overhead water tank to be provided shall be common for all.

For covering by Grill for Verandah, collapsible gate and electric meter for which the Land Owner will pay the cost for their allocation and the Developer will pay through their intending Purchaser/s the cost for the above.

Maintenance cost of flat/unit will be borne by the respective holder/Owner of the flat/unit. But common maintenance cost will be borne by the flat Owner/holders jointly for the common area & service.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day of the month and the year herein first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

1. *Sulabash Deutta*
Laskar P.W. Market Bagua
P.S. - Sonar P.W.
Kol-153

2. *Rama Das*
Alipore Police
Court, Kol-27

✓ *Rita Chakraborty*

SIGNATURE OF THE OWNER

MRITTIKA

- *Madan Naskar.*

Partner

MRITTIKA

- *Ramkrishna Saha.*

Partner

MRITTIKA

✓ *Bidesh Mitra*

Partner

SIGNATURE OF THE DEVELOPER

Drafted by:

Amitabha Ray

Advocate
 Alipore Police Court
 Kolkata - 700 027.

WB/236/1984

Computer typed by:

RECEIPT

Received a sum of Rs.5,00,000/- (Rupees Five Lacs) only towards refundable/adjustable advance on account of the aforesaid development work to be done by the Developer herein by

<u>Cheque No.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount</u>
RTGS SBIN0019525	30-04-22		5,00,000/-












Rita Chakraborty

Rita Chakraborty
SIGNATURE OF THE RECEIVER

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... RITA CHAKRABORTY

Signature..... Rita Chakraborty

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name..... TARUN NASKAR

Signature..... Tarun Naskar.

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... RAMKRISHNA SAHA.....

Signature..... Ramkrishna Saha.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... BIDESH MITRA.....

Signature..... Bidesh mit.....



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



192023240119118421

GRN Details

GRN: 192023240119118421 Payment Mode: Online Payment
GRN Date: 04/07/2023 15:03:36 Bank/Gateway: State Bank of India
BRN : TK0CIHEVE8 BRN Date: 04/07/2023 15:05:13
GRIPS Payment ID: 040720232011911841 Payment Init. Date: 04/07/2023 15:03:36
Payment Status: Successful Payment Ref. No: 2001516588/3/2023
(Query No*/Query Year)

Depositor Details

Depositor's Name: BIDESH MITRA
Address: 26, KAMDAHARI PURBA PARA BANSDRONI, West Bengal, 700084
Mobile: 9748666838
Contact No: 9836307797
Depositor Status: Others
Query No: 2001516588
Applicant's Name: Mr SUBHASH DUTTA
Identification No: 2001516588/3/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 04/07/2023
Period To (dd/mm/yyyy): 04/07/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001516588/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	6521
2	2001516588/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	11542

IN WORDS: ELEVEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

PAID



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



192023240119118421

GRN Details

GRN: 192023240119118421 Payment Mode: Online Payment
GRN Date: 04/07/2023 15:03:36 Bank/Gateway: State Bank of India
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GRIPS Payment ID: 040720232011911841 Payment Init. Date: 04/07/2023 15:03:36
Payment Status: Successful Payment Ref. No: 2001516588/3/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: BIDESH MITRA
Address: 26, KAMDHARI PURBA PARA BANSDRONI, West Bengal, 700084
Mobile: 9748666838
Contact No: 9836307797
Depositor Status: Others
Query No: 2001516588
Applicant's Name: Mr SUBHASH DUTTA
Identification No: 2001516588/3/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 04/07/2023
Period To (dd/mm/yyyy): 04/07/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001516588/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	6521
2	2001516588/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	5021
			Total	11542

IN WORDS: ELEVEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

PAID



भारत सरकार
Government of India



सूचना ID
Subhash Datta
पता: भारत में
Father: KRISHAN DUTTA

आवृत्ति/कॉड: 24-10-2024
पता: भारत

6482 6817 8560



उपस्थान - साक्षात्कार आनुवंशिक अधिकार



राष्ट्रीय विपत्ति राहत प्राधिकरण
National Disaster Relief Authority of India

संकेत: 1/1/2024
राष्ट्रीय विपत्ति राहत प्राधिकरण (एन.डी.आर.ए.)
राष्ट्रीय विपत्ति राहत प्राधिकरण
नई दिल्ली

Address: S/O: Khushi Datta
NAKHEL, BAGAM Road
Sector 28, South 24
Pogara, Lowerput West
Bareilly, 20115

6482 6817 8560



1800 301 7847

naidra@nic.gov.in

www.naidra.gov.in

Subhash Datta



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	2001516588/2023	Office where deed will be registered
Query Date	12/06/2023 2:54:08 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	SUBHASH DUTTA LASKARPUR, NARKELBAGAN, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700153, Mobile No. : 9836307797, Status : Deed Writer	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 46,99,502/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7,021/- (Article:4B(g))	Rs. 5,053/- (Article:E, E, B,)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 500/-
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kamdahari Road (Bidhan Pally), Premises No: 29, Ward No: 111 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 28 Sq Ft	1/-	43,62,002/-	Width of Approach Road: 22 Ft.,
Grand Total :				6.6642Dec	1/-	43,62,002/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	3,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	1/-	3,37,500/-	

Major Information of the Deed

Deed No :	I-1604-08307/2023	Date of Registration	05/07/2023
Query No / Year	1604-2001516588/2023	Office where deed is registered	
Query Date	12/06/2023 2:54:08 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBHASH DUTTA LASKARPUR, NARKELBAGAN, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700153, Mobile No. : 9836307797, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 46,99,502/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,053/- (Article:E, E. B,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



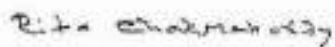
District: South 24-Parganas, P.S:- Bansdrani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kamdahari Road (Bidhan Pally), , Premises No: 20, , Ward No: 111 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 28 Sq Ft	1/-	43,62,002/-	Width of Approach Road: 22 Ft.
Grand Total :				6.6642Dec	1 /-	43,62,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	3,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	1 /-	3,37,500 /-	




Land Lord Details :



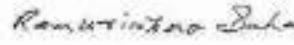



Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt RITA CHAKRABORTI Wife of Late LANU CHAKRABORTY Executed by: Self, Date of Execution: 05/07/2023 , Admitted by: Self, Date of Admission: 05/07/2023 ,Place : Office	 05/07/2023	 LTI 05/07/2023	 05/07/2023
20, KAMDAHARI PURBA PARA, City:- , P.O:- GARIA, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BJxxxxxx7H, Aadhaar No: 39xxxxxxxx8968, Status :Individual, Executed by: Self, Date of Execution: 05/07/2023 , Admitted by: Self, Date of Admission: 05/07/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	MRITTIKA 216, BORAL MAIN ROAD, City:- , P.O:- GARIA, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: ABxxxxxx9F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri TARUN NASKAR Son of NEMAI CHANDRA NASKAR Date of Execution - 05/07/2023 , , Admitted by: Self, Date of Admission: 05/07/2023, Place of Admission of Execution: Office	 Jul 5 2023 12:18PM	 LTI 05/07/2023	 05/07/2023
RATHTALA, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx3M, Aadhaar No: 48xxxxxxxx4347 Status : Representative, Representative of : MRITTIKA (as PARTNER)				

2	Name Shri RAMKRISHNA SAHA Son of AMULYA SAHA Date of Execution - 05/07/2023, , Admitted by: Self, Date of Admission: 05/07/2023, Place of Admission of Execution: Office	Photo  Jul 5 2023 12:18PM	Finger Print  LTI 05/07/2023	Signature  05/07/2023
D/34, BAISHNABGHATA PATULI TOWNSHIP, City:- , P.O:- PANCHASAYAR, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:- 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: FDxxxxxx6J, Aadhaar No: 24xxxxxxxx1792 Status : Representative, Representative of : MRITTIKA (as PARTNER)				
3	Name Shri BIDESH MITRA (Presentant) Son of Late KRISHNA KANTA MITRA Date of Execution - 05/07/2023, , Admitted by: Self, Date of Admission: 05/07/2023, Place of Admission of Execution: Office	Photo  Jul 5 2023 12:16PM	Finger Print  LTI 05/07/2023	Signature  05/07/2023
R-26, KAMDAHARI PURBA PARA, City:- , P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx4C, Aadhaar No: 63xxxxxxxx0719 Status : Representative, Representative of : MRITTIKA (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBHASH DUTTA Son of Late KHOKAN DUTTA LASKARPUR NARKELBAGAN, City:- , P.O:- LASKARPUJ, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153			
	05/07/2023	05/07/2023	05/07/2023
Identifier Of Smt RITA CHAKRABORTI, Shri TARUN NASKAR, Shri RAMKRISHNA SAHA, Shri BIDESH MITRA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt RITA CHAKRABORTI	MRITTIKA-6.66417 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt RITA CHAKRABORTI	MRITTIKA-500.00000000 Sq Ft

On 05-07-2023

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 10:55 hrs. on 05-07-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Shri BIDESH MITRA .

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 46,99,502/-

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

Execution is admitted on 05/07/2023 by Smt RITA CHAKRABORTI, Wife of Late LANU CHAKRABORTY, 20, KAMDARHARI PURBA PARA, P.O: GARIA, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Identified by Mr SUBHASH DUTTA, , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

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

Execution is admitted on 05-07-2023 by Shri TARUN NASKAR, PARTNER, MRITTIKA (Partnership Firm), 216, BORAL MAIN ROAD, City:- , P.O:- GARIA, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr SUBHASH DUTTA, , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 05-07-2023 by Shri RAMKRISHNA SAHA, PARTNER, MRITTIKA (Partnership Firm), 216, BORAL MAIN ROAD, City:- , P.O:- GARIA, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr SUBHASH DUTTA, , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 05-07-2023 by Shri BIDESH MITRA, PARTNER, MRITTIKA (Partnership Firm), 216, BORAL MAIN ROAD, City:- , P.O:- GARIA, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr SUBHASH DUTTA, , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053.00/- (B = Rs 5,000.00/- E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/07/2023 3:05PM with Govt. Ref. No: 192023240119118421 on 04-07-2023, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CIHEVE8 on 04-07-2023, 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 500.00/- by online ² Rs 6,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 60, Amount: Rs.500.00/-, Date of Purchase: 03/07/2023, Vendor name: Tanmoy Kar Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 04/07/2023 3:05PM with Govt. Ref. No: 192023240119118421 on 04-07-2023, Amount Rs: 6,521/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CIHEVE8 on 04-07-2023, Head of Account 0030-02-103-003-02

(Signature)

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 265117 to 265154
being No 160408307 for the year 2023.



Digitally signed by Anupam Halder
Date: 2023.07.11 17:28:52 +05:30
Reason: Digital Signing of Deed.

(Handwritten signature)

(Anupam Halder) 2023/07/11 05:28:52 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)