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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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 of Registration Act  
 1908 Paschim Medinipur  
 24 JUL 2023

S. Babani Gupta  
 Bannani Ghosh

DEVELOPMENT OR CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 24<sup>th</sup> day of  
 July Two Thousand and Twenty Three.

RO DEVELOPERS LLP  
 Partner  
 RO DEVELOPERS LLP  
 Partner



Banani Ghosh

Shibani Gupta  
Banani Ghosh

BETWEEN

1 PARTIES:

1.1 OWNERS:

1.1.1 SMT. SHIBANI GUPTA [PAN:BERPG2095F; AADHAAR NO. 8594 7617 3228] Wife of Srikanta Kumar Gupta residing at Mousumi Apartment, 1218, Garia Station Road, Garia, Kolkata- 700084, West Bengal;

1.1.2 SMT. BANANI GHOSH [PAN:AOBPG8584Q; AADHAAR NO. 7318 2273 4975] Wife of Sri Bidyut Ghosh resident of Loknath Abasan, Kalupukur, Tegharia, North 24 Parganas, Kolkata- 700157, West Bengal;

Hereinafter collectively known as the "OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART;

MITRO DEVELOPERS LLP  
Kirti Lodha  
PARTNER

MITRO DEVELOPERS LLP  
Srujan  
PARTNER



AND

1.2 DEVELOPER:

2 **M/S MITRO DEVELOPERS LLP, PAN:ABKFM7449Qa** Limited  
Liability Partnership firm having office at Pragati Complex, P.O. & P.S.  
Midnapur, Dist. Paschim Medinipur-721101 represented by its  
Partner namely-

1. **SRI ANKUR LODHA** (Aadhar - 5163 5499 3115, PAN No.  
ABYPL1796P)

S/o Late Kamal Kishore Lodha

2. **SMT. KIRTI LODHA** (Aadhar - 4062 2102 0372, Pan No-  
AHLPL4441L) W/o- Sri Ankur Lodha both residing at Vill. & P.O. &  
P.S.- Salboni, Dist.- Paschim Medinipur.

Shekani Gupta  
Barnani Ghosh

carrying on Business under the name and style of 'MITRO  
DEVELOPERS LLP' (which expression unless excluded by or repugnant to  
the subject or context shall be deemed to mean and include their heirs, legal  
representatives, executors, successors and/or assigns) of the OTHER PART

SECTION-I # DEFINITIONS:

3 DEFINITIONS: Unless in this Agreement there be something contrary or  
repugnant to the subject or context:-

3.1.1 "Appropriate Authorities" shall according to the context mean all or  
any of the Central or State Government or any department thereof  
and/or its officers and functionaries and also all other State, Executive,  
Judicial or Quasi-Judicial authorities, Local Authority, Government  
Company, Statutory Bodies and/or other authorities and  
include Collector, Municipal Engineering Directorate, Zilla Parishad,  
Planning Authority, Development Authority, B.L.&L.R.O.,  
D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the  
Competent Authority under the Urban Land (Ceiling & Regulation)  
Act, 1976, Municipal Authority, Midnapore- Kharagpur Development  
Authority, Airport Authority, Police Authorities, Law Enforcement  
Authorities, Pollution Control Authorities, Fire Service Authorities,

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Ankur Lodha  
PARTNER

Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

- 3.1.2 **"Building Complex"** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.
- 3.1.3 **"Building Plans"** shall mean the plans for construction of the New Buildings to be caused to be sanctioned by the Developer from the Midnapore Municipality and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 3.1.4 **"Common Areas and Installations"** shall mean such parts, portions and areas in the Subject Property which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owners and/or the Developer and include any variations or relocations thereof as may be made by the Developer. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.
- 3.1.5 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 3.1.6 **"Completion of Construction"** in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 8.13.2 hereto.

Shikhar Gupta  
Barmani Ghosh.

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Kuldeep Kumar  
PARTNER

MITRO DEVELOPERS LLP

Atul Kumar  
PARTNER



3.1.7 **"Developer's Allocation"** shall mean and include all saleable areas in the Building Complex except the Owners' Allocation and include all other properties and rights belonging to the Developer in terms and include those defined in the **FOURTH SCHEDULE** hereunder written.

3.1.8 **"Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;

3.1.9 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal.

3.1.10 **"New Buildings"** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.

3.1.11 **"Owners' Allocation"** shall mean and include those defined in the **FOURTH SCHEDULE** hereunder written.

3.1.12 **"Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.

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Barnani Ghosh

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Kirti Kundu

PARTNER

MITRO DEVELOPERS LLP

Apurva Sengupta

PARTNER

- 3.1.13 "Pass Through Charges" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 3.1.14 "Real Estate Laws" shall mean Real Estate (Regulation and Development) Act, 2016, and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.
- 3.1.15 "Shares in land" shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.
- 3.1.16 "Subject Property" shall mean the piece or parcel of land morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 3.1.17 "Transfer" (with grammatical variations) shall insofar as the same relates to Units shall mean transaction of sale or lease or any other mode of transfer and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.
- 3.1.18 "Transferable Areas" shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units but shall not include those forming part of the Owners Allocation.
- 3.1.19 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred by the Developer.
- 3.1.20 "Units" shall mean the independent and self-contained residential apartments and non-residential shops, offices and other spaces including any private/reserved terraces/roofscapable of being exclusively held used or occupied by a person.

Shikami Gupta  
Barnani Ghosh

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Partner  
PARTNER

MITRO DEVELOPERS LLP  
Partner  
PARTNER



3.2 INTERPRETATION:

- 3.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 3.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be used for or influence the interpretation of any clause or sub-clause hereof.
- 3.2.3 Words of any gender are deemed to include those of the other gender;
- 3.2.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 3.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 3.2.6 Reference to the word "include" shall be construed without limitation;
- 3.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 3.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

Shikani Gupta  
Barani Ghosh

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PARTNER

SECTION-II # RECITALS AND REPRESENTATIONS:

4 RECITALS/REPRESENTATIONS:

4.1 RECITALS:

- 4.1.1 The Owners are the full and absolute Owners of the Subject Property. The mode and manner of acquisition of title by the Owners is more fully set out in the **FIFTH SCHEDULE** hereunder written.

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PARTNER

4.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and with the approval of the Owners Transfer the Transferable Areas except owners allocation to interested Transferees and be entitled to the Developer's Allocation and other benefits and the Owners shall, inter alia, be entitled to the Owners Allocation and other benefits hereinstated.

Shikani Gupta  
Baramani Gehash

#### 4.2 REPRESENTATIONS:

4.2.1 The Owners made the following several representations, assurances and warranties to the Developer based on the papers available to them relating to the Property herein and having being handed over the photocopies of the deed, BLLRO record, BLLRO mutation, khajna receipt, Midnapore Municipality tax receipt to the Developer herein and the Developer after being fully satisfied regarding the genuineness and legality of the same have relied upon the same for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Owners are presently the full and absolute Owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property is mentioned in the FIFTH SCHEDULE hereto and the same are all true and correct to the best of their knowledge and belief.
- (ii) The Subject Property is demarcated by physical and legal demarcations.
- (iii) There are boundary walls on the North, West, East and South of the Subject Property.
- (iv) That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.

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Kishor Kulkarni

PARTNER

MITRO DEVELOPERS LLP

Shikani Gupta

PARTNER



- (v) That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (vi) There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (vii) That the original documents of title in respect of the Subject Property are in the personal custody of the Owners and the same have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (viii) There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue is pending by or against the Owners and/or any other person affecting or in any way relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owners.
- (ix) That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- (x) That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (xi) That the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (xii) That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the

Shikemi Gupta  
Barami Ghosh.

MITRO DEVELOPERS LLP  
Partner  
PARTNER

MITRO DEVELOPERS LL  
Partner  
PARTNER

development transfer and other activities envisaged under this Agreement.

(xiii) That the Owners or their predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.

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Banani Ghosh

(xiv) That there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.3. REPRESENTATIONS OF DEVELOPERS: The Developer has represented and assured the Owners, inter alia, as follows:-

3.3.1. The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.

3.3.2. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

3.3.3. The Developer has full power and authority and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted.

3.3.4. Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

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Kishor Kedia  
PARTNER

4.4 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

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Ajay Jha  
PARTNER



**SECTION-III # WITNESSETH:**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

**5 AGREEMENT AND CONSIDERATION:**

5.1 The Owners hereby agree to provide the entirety of the Subject Property and hereby grants to the Developer exclusive right and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

5.2 With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer all the Transferable Areas with the approval of the Owners herein and only after full and complete disbursement of owners allocation, (d) to the Developer's Allocation, and (e) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; And the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

5.3 The New Buildings shall be constructed or caused to be constructed by the Developer at his own costs and expenses upon complying with all provisions of law. The Owners hereby agree to sell and transfer the Shares in land attributable to the Transferable Areas in the Developer's Allocation in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit.

*Shikani Gupta*  
*Bamani Ghosh*

MITRO DEVELOPERS LLP  
*Kulvir Lodha*  
PARTNER

MITRO DEVELOPERS LLP  
*Apurva*  
PARTNER

6 **OBLIGATIONS OF OWNERS:**

6.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owners shall be bound to comply with and meet the following attributes.

6.1.1 **Free from Encumbrances:** The Owners have agreed to provide the Subject Property free from all Encumbrances and with vacant and peaceful possession duly secured by boundary walls and gates and directly abutting public road.

6.1.2 **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof.

6.1.3 **Fit for Development:** The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Areas in the Developer's Allocation therein.

6.1.4 **Clearances:** The Owners shall help the Developer for and obtain the necessary permissions, clearances or certificates from any Appropriate Authorities as may be required in respect of the land and/or title of the Subject Property or to make the same fit for Development. The Developer shall take lead in assistance with the Owners in taking out such certificates and permissions at the costs and expenses of the Developer.

6.1.5 **Errors:** In case records of the B.L. & L.R.O., Municipality and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature of use, share etc. or require any correction or rectification or change, the Owners shall co-operate the developer to cause the same to be applied for correction and rectification and pursued diligently to obtain the same at the earliest at the cost of Developer. Owner will not bear any cost regarding the same.

Shikha Gupta

Bharani Ghosh

MITRO DEVELOPERS LLP

Kuldeep Indhan

PARTNER

MITRO DEVELOPERS LLP

Vijay Sahu

PARTNER



6.3.3 In the event of the Owners being required to produce the said Documents in terms of any covenant to such effect being contained in any title deed, the Owners shall be entitled to call upon the said Developer to cause the same to be produced for inspection or otherwise generally to produce the same as the Owners may be called upon to in terms of the covenants contained in the said title deeds forming part of the said Documents.

Shikhar Gupta  
Banani Ghosh.

6.4 POSSESSION:

6.4.1 The Owners shall simultaneously with the execution hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development envisaged herein and commencement of project from the date of agreement as per standard and at an earliest date.

7 PLANNING:

7.1 The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned hereinbelow, shall be done by the Developer:

- (i) The design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;
- (ii) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

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7.2 The Developer shall be free to plan with the approval of the Owner, commence and continue the construction and development of the Subject Property or any part thereof in multiple phases as the Developer may deem fit and proper.

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Atul Srivastava  
PARTNER

8 **SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**

8.1 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

8.2 **BUILDING PLANS PREPARATION AND APPROVAL:** with his obligations hereunder, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned one or more plans for the constructions at the Building Complex. The Developer may prepare single or multiple building plans in respect of the Development of the Building Complex or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time, if necessary. The Developer shall send a copy of the proposed Building Plans to the Owners. In case there is any suggestion of the Owners, the Owners shall inform the Developer thereabout within 20 (Twenty) days from the receipt of the plans. All points of discussion on the same between the Owners and the Developer shall be done in the presence of the Architect for the Building Complex. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

8.3 **MODIFICATIONS AND ALTERATIONS:** The Developer may also be entitled from time to time to cause modifications and alterations to the building plans with the approval of the owners in such manner and to such extent as the Developer may deem fit and proper. The Developer shall be bound to abide by the Suggestions of the Owner

8.4 **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver after verification all applications, undertakings, declarations, affidavits, plans, letters, and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

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Banani Ghosh.

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Kishor Boddai  
PARTNER

MITRO DEVELOPERS LLP  
Ushu Jha  
PARTNER



8.5 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses but not those to be obtained by the Owners under clause 5.1.8 hereto.

Shikani Gupta  
Barnani Ghosh

9 **CONSTRUCTION OF THE BUILDING COMPLEX:**

9.1 **CONSTRUCTION:** The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.

9.2 **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

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9.3 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no

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responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

Shibani Gupta  
Banani Ghosh

**9.4 UTILITIES:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex.

**9.5 COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

**9.5.1** The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –

- (i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
- (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;
- (iii) Lifts/staircases/elevators wherever applicable in the New Buildings;
- (iv) Any other area, installation or facility that the Developer may provide at the Subject Property.

**9.5.2** The Developer subject to compliance of existing laws shall be entitled to:-

- (i) Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;

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Lakshya  
PARTNER



- (ii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
- (iii) Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;
- (iv) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- (v) Impose restrictions and conditions for the use of the Common Areas and Installations;
- (vi) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- (vii) Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

9.6 AREAS: The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

9.7 MANAGEMENT, CONTROL & AUTHORITY: With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Owners hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer may set up site office, put up the hoardings/boards, bring out brochures and to display the board/hoardings of its group companies at the Subject Property and the Building Complex.

Shikha Gupta  
Barnani Ghosh

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PARTNER

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PARTNER

9.8 **NAME:**The name of the Building Complex shall be such as the Owner may decide. The names of each building thereof shall also be decided by the Developer.

9.9 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

Shibani Gupta  
Banani Ghosh

9.10 **TIME FOR CONSTRUCTION AND COSTS:**

9.10.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Buildings phase-wise and from time to time within 24(Twenty-four) months of the last of the date of sanction of the Building Plans and registration of the Building Complex as a project under the Real Estate Laws. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.

9.10.2 **COMPLETION OF CONSTRUCTION:**

(i) For the purpose of "Completion" the construction of any New Building or block thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Completion/Occupancy Certificate from architect.

(ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.

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Kirti Lodha  
PARTNER

MITRO DEVELOPERS LLP  
Vijay Sree  
PARTNER



**9.10.3 COSTS AND EXPENSES:** Unless otherwise expressly mentioned, all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the activities mentioned above in all clauses above shall be borne and paid by the Developer.

**9.11 ADDITIONAL/FURTHER CONSTRUCTION:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking spaces) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Developer's and Owners Allocation as per the agreed ratio of 58:42 Build Up Area. The sanction fee and cost of sanction of the same and the costs of construction of this additional area shall be borne and paid by the Developer.

Shekani Gupta  
Barani Ghosh

**10 HANDING OVER OF OWNERS'S ALLOCATION, TRANSFER OF DEVELOPER'S ALLOCATION AND MANNER:**

**10.1 HANDING OVER:** The Owners Allocation (except that payable in money as per details in the **FOURTH SCHEDULE** hereunder written) shall be handed over by the Developer to the Owners within one and half year or on the receipt of Completion Certificate ( whichever is earlier) from the Appropriate Authorities certifying that the construction of the Building Complex is complete. The Developer shall not transfer the Transferable Areas in Developers Allocation before handing over the entire Owners Allocation to the Owners.

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Kirti Badda

STNER

**10.2 TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein as forming part of the Developer's Allocation shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas forming part of the Developer's Allocation to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the

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Ushu Devi

PARTNER

Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the allotment to the Owners of the Owners Allocation.

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Barani Ghosh

**10.3 MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer:-

**10.3.1 Authority of Developer:** The Developer shall have the right along with the Owners to conduct the day to day Transfer of the Developer's Allocation in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

**10.3.2 Rate and Price for Transfer:** The rates of booking shall be finalized by the Developer at its sole discretion.

**10.3.3 Publicity and Branding:** The Developer shall be entitled to advertise for Transfer of the Developer's Allocation in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.

**10.3.4 Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas in the Developer's Allocation at such charges and terms and conditions as they may deem fit and proper.

**10.3.5 Bookings and Allotments:** The Developer shall accept bookings and make allotments after taking approval from Owners, in respect of any Unit, Parking Space or other Transferable Areas in the Developer's Allocation in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.

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Kirti Lodha  
PARTNER

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Vishu Jha  
PARTNER



**10.3.6 Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas in the Developer's Allocation shall be executed by the Developer for itself..The Developer shall sign the Sale deeds and agreements on behalf of the owners.

**10.3.7** The Developer shall deliver possession of the Transferable Areas in the Developer's Allocation directly to the Transferees thereof.

**10.4 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by Advocates to be appointed for such purpose by the Developer.

**10.5 MARKETING AND ADVERTISEMENT COSTS:** The marketing and publicity with related advertisements shall be done by the Developer at its own cost.

**10.6 INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer.

**11 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas in the Developer's Allocation launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

**12 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**

**12.1 COMMON PURPOSES:** The Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners. Furthermore, while

Shikani Gupta

Banani Ghosh.

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Kshit Lodha  
PARTNER

MITRO DEVELOPERS LLP

Utkarsh  
PARTNER

dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer as aforesaid.

## 12.2 MAINTENANCE IN-CHARGE:

12.2.1 The Developer shall upon Completion of Construction of the Building Complex form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

12.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.

12.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

## 13 COVENANTS BY THE OWNERS:

13.1 The Owners do hereby covenant with the Developer as follows:-

13.1.1 That the Owners hereby covenant that each and every representation made by the Owners hereinabove which are based on the documents of the said property are all true and correct to the best of their knowledge

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Barmani Ghosh.

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Nitesh Lodha  
PARTNER

MITRO DEVELOPERS LLP  
Lalun Dru  
PARTNER



and belief and agree and covenant to perform each and every representation and covenant.

13.1.2 That with effect from the date of first plan sanction , the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

13.1.3 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

13.1.4 That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

13.1.5 That for all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents, and authorities as may be lawfully or reasonably required by the Developer from time to time.

13.2 COVENANTS BY THE DEVELOPERS: The Developer doth hereby covenant with the Owners as follows:-

13.2.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation and in default to perform the same, it shall be considered as the violation of this agreement and be treated as the breach of Contract.

13.2.2 That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners is prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

Shibani Gupta  
Banani Ghosh

MITRO DEVELOPERS LLP

Partner Ldlo.  
PARTNER

MITRO DEVELOPERS LLP

Partner  
PARTNER

13.2.3 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

13.2.4 That the Developer shall NOT be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.

Shikani Gupta  
Banani Ghosh

### 13.3 GST AND TDS ETC.:

13.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits, and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax.

13.3.2 The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force.

14 **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

### 15 POWERS OF ATTORNEY:

15.1 The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of 'MITRO DEVELOPERS LLP' represented by **Ankur Lodha** or such other person as may be nominated by the Developer Firm from time to time granting all necessary powers and authorities to effectuate and implement this Agreement including for

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Ankur Lodha  
PARTNER

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Ankur Lodha  
PARTNER



preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas in the Developer's Allocation and shares in land, other than any portion of the Owners Allocation or any unilateral action resulting in modification of the agreement that affects the Owners along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.

Shekani Gupta  
Barnani Ghosh

15.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.

15.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

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Kishor Chakrabarti  
PARTNER

15.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

16 **PROPERTY TAXES AND OUTGOINGS:** Till the date of the commencement of construction of the New Buildings, all Khajana, taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until Completion of Construction in such phase

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Anu Jha  
PARTNER

shall be borne and paid by the Developer. Provided That upon construction of any phase of Development at the Subject Property, all Khajna, taxes and outgoings shall be borne paid and discharged by the Transferees and for non-alienated areas by the parties hereto in the Agreed Ratio.

17 **ADDED AREAS**

17.1 The Developer may negotiate with the Owners or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owners Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.

17.2 **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal. The owner shall not be in any way liable for the above after giving power of Attorney.

17.3 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to any construction defect or deficiency on the part of the Developer and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual

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Banani Ghosh

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Kirti Lodha  
PARTNER

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Vijay Jaiswal  
PARTNER



or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

- 17.4 STAMP DUTY AND REGISTRATION CHARGES:** All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Developer.
- 17.5 NO PARTNERSHIP OR AOP:** The Owners and the Developer has entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 17.6 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 17.7 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 17.8 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 17.9 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest

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Banani Ghosh

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Kirti Lodha  
PARTNER

MITRO DEVELOPERS LLP  
Anurag  
PARTNER

extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

**17.10 MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

**17.11 CUSTODY OF ORIGINAL AGREEMENT:** The original shall be retained by the Developer till the completion of the Project and thereafter the same will be handed over to the Association of the Transferees of the New Buildings.

**18 DEFAULTS AND CONSEQUENCES:**

**18.1 DEFAULTS OF OWNERS:** In case the Owners fails and/or neglects to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owners fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 30 (thirty) days to remedy the default or breach. For the period of delay in development of building and Transfer, and without affecting the obligations as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

**18.1.1** To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer under Force Measure clause hereto and any other unavoidable circumstances.

**18.1.2** To sue the Owners for specific performance of the contract.

*Shibani Gupta*  
*Banani Ghosh*

MITRO DEVELOPERS LLP  
*Kaali Choudhary*  
PARTNER

MITRO DEVELOPERS LLP  
*Vijay Kumar*  
PARTNER



18.1.4 To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 17.3 shall be followed.

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Banani Ghosh.

18.2 **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

18.2.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.

18.2.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.

18.2.3 The entire amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owners to the Developer.

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Kirti Lodha

18.2.4 Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

18.3 **DEFAULTS BY THE DEVELOPER:** In case the Owners complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay

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Vijay D'Souza  
PARTNER

to the Owners a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only per month as pre-determined compensation Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date and grace period, then the Owners will be entitled to sue the Developer for specific performance of the contract and/or damages.

**18.5 UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

**18.6 CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time.

**19 ACQUISITION AND REQUISITION:**

**19.1** Except as contained in Clause 18.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the Midnapore Municipality and Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

- (i) Either to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio;

**19.2** Or to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 17.3 shall apply.

Shibani Gupta  
Barnani Ghosh

MITRO DEVELOPERS LLP

Kaustubh  
PARTNER

MITRO DEVELOPERS LLP

Amal  
PARTNER



**19.3 ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BULIDING COMPLEX IN ANY PHASE:** In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

**19.3.1 NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

**20 JURISDICTION:** the Calcutta High Court and those Courts having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

**21 DISPUTE RESOLUTION :** All disputes between the parties herein shall be resolved as per the laws of the land.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT piece of land admeasuring 6.58 decimals(As per Title Deed) and 6.58 Dec. (As per physical measurement) of Bastu land in RS Plot No. 153/326 corresponding to L.RPlot No. 588in R.S Khatian No.-5/5 & 6/5,present L.R Khatians No. 2445 & 2446underMouza-Sekhpura, J.L. No. 172, Police Station and Registration Office-Medinipur District-Paschim Medinipur within the local limits of Midnapore Municipality and in Ward No. 05Holding No. 818therein and delineated in the Plan annexed hereto duly shown thereon in **RED**washand the same is butted and bounded as follows:

Shikharani Gupta  
Banarani Ghosh

MITRO DEVELOPERS LLP  
Kirti Lodha  
PARTNER

MITRO DEVELOPERS LLP  
Lalita Ghose  
PARTNER

- On the **North** :Plot No153/326  
 On the **South** : 23 feet road  
 On the **East** :Byomkesh Nilima Uddyan  
 On the **West** : 15 Feet Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(TENTATIVE COMMON AREAS AND INSTALLATIONS)**

**1. Common Areas & Installations at any Block:**

- 1.1 Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

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 Banani Ghosh

**2. Common Areas & Installations at the Building Complex:**

- 2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 2.2 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

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 Keili Lodha  
 PARTNER

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**SPECIFICATIONS**

1. Foundation : R.C.C Column and pedestal with both in foundation and in plinth
2. Structure : Reinforced cement concrete framed structure with R. C. C. columns, Beams and Slabs. R.C.C. framed structure with 10" or 8" outside and 5" inside brick wall with plaster.

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 Anuraj  
 PARTNER



2. Flooring : Entire floor are finished with Tiles.
3. Toilet & Bath : Semi glazed tile flooring with Glazed Tiles upto ceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian Pan. Concealed pipeline.
4. Kitchen : Tiles Flooring, Granite stone gas table top (cooking table), Glazed tiles upto the height upto ceiling from the table top level around the wall. 1 (One) Water Point with concealed pipeline.
5. Electrical wiring : Concealed Electrical wiring in each room. hall, kitchen, bath, verandah, etc four electric points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath room, one point in main gate, one power points of 15 ampere in hall one AC point in master Bed room.
6. Door & Windows : Flush door (Commercial) with fittings Aluminium window fitted with M.S. grill and glass panes one in each room.
7. Grill : Outside window grill covered by 4 mm. square bar box type or other type of design
8. Stair : Marble /Tiles/Granite/Kota finish
9. Stair Railing : Steel Railing
10. Lift : 4/6 passenger lift of good quality (Branded)
11. Painting of walls : Internal walls and ceiling shall have wall putty finish.
12. Electrical equipments : All electrical fitting of ISI mark with shock proof
13. Overhead tank : Overhead tank should be provide on the roof of stair along with CPVC Pipeline.

Shibani Gupta  
Banani Ghosh

MITRO DEVELOPERS LLP  
Kishor Lodha  
PARTNER

MITRO DEVELOPERS LLP  
Ajay Jena  
PARTNER

14. Water : 24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.
15. Plaster : Putty finished inside walls and weather coat finished outside walls.
16. Other : Electrical wiring and switches, electrical fitting like tube light/ceiling light in common areas.

Shikha Gupta  
Bhanu Gehosh

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(A) OWNER'S ALLOCATION**

**&**

**(B) DEVELOPER'S ALLOCATION**

**(A) OWNER'S ALLOCATION**

"OWNERS' ALLOCATION" shall mean 42% (Forty two percent) built up area of the constructed Flats (to be fixed after sanctioning the building plan) of the proposed multistoried building TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof. It is clarified that all the rest area shall belong to the Developer, except the roof, staircase which shall be common to other occupiers / Owners, subject to sanction of plan by the Midnapore Municipality.

**(B) DEVELOPER'S ALLOCATION**

"DEVELOPER'S ALLOCATION" shall mean shall mean 58% ( Fifty Eight percent) of the constructed Flats ( to be fixed after sanctioning the building plan) of the proposed multistoried building excluding the Owners' allocation, TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof, staircase which shall be common to other occupiers / Owners in the said building.

MITRO DEVELOPERS LLP  
Kishor Dasgupta  
PARTNER

MITRO DEVELOPERS LLI  
Anand Dasgupta  
PARTNER



**THE FIFTH SCHEDULE ABOVE REFERRED TO:****(CHAIN OF TITLE)**

**WHEREAS** the OWNERS are absolutely seized and possessed of a piece of land admeasuring 6.58 decimals (As per Title Deed), 6.58 Dec. (As per physical measurement) comprising in RS Plot No. 153/326 corresponding to L.R Plot No. 588 in R.S Khatian No.-5/5 & 6/5, present L.R Khatians No. 2445 & 2446 under Mouza-Sekhpura, J.L. No. 172, Police Station and Registration Office-Medinipur District-Paschim Medinipur, W.B. The above mentioned property was previously belonged to Jyotish Chandra Mitra. R.S R.O.R had been prepared and finally published in his name in respect of the property. On proposal of taking permanent Lease for constructing residential house building thereon, said Jyotish Chandra Mitra executed one regd. Deed of Lease (perpetual in nature) being No. I-4398 of 1971 dated 23/6/1971 in favour of Ramesh Chandra Ghosh Son of Late Radha Ballav Ghosh.

There after said Ramesh Chandra Ghosh died intestate on 25/7/2019 leaving behind his two married daughters namely, Smt. Shibani Gupta Wife of Srikanta Kumar Gupta and Smt. Banani Ghosh Wife of Sri Bidyut Ghosh as sole body of his legal heirs. The legal heirs as mentioned earlier inherited the share of the property according to Hindu Succession Act. The present owners are thus now absolutely seized and possessed of the Subject Property and have mutated accordingly their names in the record of rights in respect of the said land and the respective holding of each individual owner is recorded in present L.R Khatians No. 2445 (Smt. Shibani Gupta) and 2446 (Smt. Banani Ghosh) with full ownership rights and they are enjoying jointly the schedule properties by paying Khajnas and municipal taxes against receipts.

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

Shibani Gupta

Banani Ghosh

MITRO DEVELOPERS LLP

Kuntal Latha

PARTNER

MITRO DEVELOPERS LLP

Vijay Singh

PARTNER

Shibani Gupta  
Banani Ghosh

WITNESS

1) Shankha Roy ✓  
S/o - Late Golok Behari Roy  
at - Mirzabazar,  
Midnapur.

SIGNED AND DELIVERED

By the OWNERS

Address - 82526955558  
MITRO DEVELOPERS LLP  
PARTNER

MITRO DEVELOPERS LLP  
PARTNER

2) Bidyut Ghosh  
Lokenath Abasay  
8-A Kolupukur, Teghari's  
Kolkata - 700157.  
Drafted by me

SIGNED AND DELIVERED

BY the DEVELOPER

Shankha Roy (Deed writer)  
Mirzabazar, Midnapur.  
Licno - 1484 (Sadar)

(Type by)

Pradip Sen.  
(Pradip Sen) M/s. Medini Infotech

This deed contains 37 pages including 1 stamp paper and 36 demy paper and 2 extra pages attached hereto on which the ten finger prints of all the parties have been taken and one annexed drawing also be made part of this deed and 2 witness have signed in this deed.

Shibani Gupta  
Banani Ghosh.

MITRO DEVELOPERS LLP  
PARTNER

MITRO DEVELOPERS LLP  
PARTNER



MOUZA - SEKHPURA, J.L NO.- 172, P.S. - MIDNAPORE,  
 DIST. - PASCHIM MEDINIPUR.,  
 SCALE - 1" = 50'-0".



DETAILS OF THE LAND FOR DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT BETWEEN	R.S. PLOT NO.	L.P. PLOT NO.	AREA OF THE LAND		MARK
			SQ.FT.	ACRE	
M/S MITRO DEVELOPERS LLP. REPRESENTED BY 1) SRI ANKUR LODHA, S/O- LT. KAMAL KISHORE LODHA, 2) SMT. KIRTI LODHA, W/O- SRI ANKUR LODHA, AT+ P.O.+P.S.- SALBONI, DIST.- PASCHIM MEDINIPUR, PIN.- 721147. AND 1) SHIBANI GUPTA, D/O- LT. RAMESH CHANDRA GHOSH, 2) BANANI GHOSH, D/O- LT. RAMESH CHANDRA GHOSH, BOTH AT- MITRA COMPOUND, P.O.+P.S.- MIDNAPORE, DIST.- PASCHIM MEDINIPORE, PIN.- 721101.	153/326 (PART)	588 (PART)	2869.75	0.0658	

DRAWN BY :- (AS DIRECTED)

*P. Sahoo*  
**PRASENJIT SAHOO**  
 (Surveyor)  
 Dharma, Laldighi (East)  
 Paschim Medinipur  
 Reg. No - 1519 200 176  
 Mob 7872361009

MITRO DEVELOPERS LLP

*Kirti Lodha*  
**PARTNER**  
*Shibani Gupta*

MITRO DEVELOPERS LLP

*Kirti Lodha*  
**PARTNER**  
*Banani Ghosh*

*Left Hand finger Impression*



*Right Hand finger Impression*



*Kirti Lodha*  
Signature

*Left Hand finger Impression*



*Right Hand finger Impression*



*Kirti Lodha*  
Signature



*Left Hand finger Impression*



*Right Hand finger Impression*



*Shibani Gupta*

Signature

*Left Hand finger Impression*



*Right Hand finger Impression*



*Banani Ghosh*

Signature



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



192023240139862408

GRN Details

GRN:	192023240139862408	Payment Mode:	SBI Epay
GRN Date:	24/07/2023 11:57:07	Bank/Gateway:	SBIePay Payment Gateway
BRN :	2091905088939	BRN Date:	24/07/2023 11:57:39
Gateway Ref ID:	232052942081	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	240720232013986239	Payment Init. Date:	24/07/2023 11:57:07
Payment Status:	Successful	Payment Ref. No:	2001788147/2/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr Shankha Roy
Address:	Midnapore
Mobile:	9733566036
Period From (dd/mm/yyyy):	24/07/2023
Period To (dd/mm/yyyy):	24/07/2023
Payment Ref ID:	2001788147/2/2023
Dept Ref ID/DRN:	2001788147/2/2023

Payment Details

Sl. No.	Payment Ref No.	Head of AC Description	Head of AC	Amount (₹)
1	2001788147/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	15020
2	2001788147/2/2023	Property Registration- Registration Fee	0030-03-104-001-16	21
Total				15041

IN WORDS: FIFTEEN THOUSAND FORTY ONE ONLY.

PAID



## Major Information of the Deed







Deed No :	I-1001-04246/2023	Date of Registration	24/07/2023
Query No / Year	1001-2001788147/2023	Office where deed is registered	
Query Date	14/07/2023 5:41:09 PM	D.S.R. - I PASCIM MIDNAPORE, District:	Paschim Midnapore
Applicant Name, Address & Other Details	Shankha Roy Mirzabazar, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 7047184614, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 1,09,92,950/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: SEKHPURA, JI No: 172, Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-588 (RS -326 )	LR-2445	Commercial	Udvastu	3.29 Dec		54,96,475/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L2	LR-588 (RS -326 )	LR-2446	Commercial	Udvastu	3.29 Dec		54,96,475/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>6.58Dec</b>	<b>0/-</b>	<b>109,92,950 /-</b>	
		<b>Grand Total :</b>			<b>6.58Dec</b>	<b>0 /-</b>	<b>109,92,950 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt Shibani Gupta</b> Wife of Shri Srikanta Kumar Gupta Executed by: Self, Date of Execution: 24/07/2023 , Admitted by: Self, Date of Admission: 24/07/2023 ,Place : Office			
	24/07/2023	LTI 24/07/2023	24/07/2023	
Mousumi Apartment, 1218, Garia Station Road, City:- , P.O:- Garia, P.S:-Garia, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bexxxxxx5f, Aadhaar No: 85xxxxxxxx3228, Status :Individual, Executed by: Self, Date of Execution: 24/07/2023 , Admitted by: Self, Date of Admission: 24/07/2023 ,Place : Office				
2	<b>Name</b> <b>Smt Banani Ghosh</b> Wife of Shri Bidyut Ghosh Executed by: Self, Date of Execution: 24/07/2023 , Admitted by: Self, Date of Admission: 24/07/2023 ,Place : Office			
	24/07/2023	LTI 24/07/2023	24/07/2023	
Loknath Abasan, Kalupukur, Tegharia, City:- , P.O:- Kalupukur, P.S:-Titagarh, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: aoxxxxxx4q, Aadhaar No: 73xxxxxxxx4975, Status :Individual, Executed by: Self, Date of Execution: 24/07/2023 , Admitted by: Self, Date of Admission: 24/07/2023 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MITRO DEVELOPERS LLP</b> Pragati Complex, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 , PAN No.:: ABxxxxxx9Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Ankur Lodha</b> <b>(Presentant )</b> Son of Late Kamal Kishore Lodha Date of Execution - 24/07/2023, , Admitted by: Self, Date of Admission: 24/07/2023, Place of Admission of Execution: Office			
	Jul 24 2023 12:54PM	LTI 24/07/2023	24/07/2023	24/07/2023
Salboni, City:- , P.O:- Salboni, P.S:-Salbani, District:-Paschim Midnapore, West Bengal, India, PIN:- 721147, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: abxxxxxx6p, Aadhaar No: 51xxxxxxxx3115 Status : Representative, Representative of : MITRO DEVELOPERS LLP (as Partners)				
2	<b>Name</b> <b>Smt Kirti Lodha</b> Wife of Shri Ankur Lodha Date of Execution - 24/07/2023, , Admitted by: Self, Date of Admission: 24/07/2023, Place of Admission of Execution: Office			
	Jul 24 2023 12:55PM	LTI 24/07/2023	24/07/2023	24/07/2023
Salboni, City:- , P.O:- Salboni, P.S:-Salbani, District:-Paschim Midnapore, West Bengal, India, PIN:- 721147, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ahxxxxxx1I, Aadhaar No: 40xxxxxxxx0372 Status : Representative, Representative of : MITRO DEVELOPERS LLP (as Partners)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Shankha Roy</b> Son of Late Golak Bahari Roy Mirzabazar, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101			
24/07/2023	24/07/2023	24/07/2023	24/07/2023
Identifier Of Smt Shibani Gupta, Smt Banani Ghosh, Shri Ankur Lodha, Smt Kirti Lodha			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt Shibani Gupta	MITRO DEVELOPERS LLP-3.29 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Smt Banani Ghosh	MITRO DEVELOPERS LLP-3.29 Dec

## Land Details as per Land Record

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: SEKHPURA, JI No: 172, Pin Code : 721101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 588, LR Khatian No:- 2445	Owner:শিবানী গুপ্ত, Gurdian:শ্রীকান্ত , Address:গড়িয়া কোলকাতা ৭০০০৮৪, Classification:উদ্যান, Area:0.03080000 Acre,	Smt Shibani Gupta
L2	LR Plot No:- 588, LR Khatian No:- 2446	Owner:বনানী ঘোষ, Gurdian:বিনুত , Address:ভেঘরিয়া কোলকাতা ৭০০১৫৭, Classification:উদ্যান, Area:0.03090000 Acre,	Smt Banani Ghosh



**Endorsement For Deed Number : I - 100104246 / 2023**

**On 24-07-2023**

**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 12:47 hrs on 24-07-2023, at the Office of the D.S.R. - I PASCIM MIDNAPORE by Shri Ankur Lodha ,.

**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 1,09,92,950/-

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

Execution is admitted on 24/07/2023 by 1. Smt Shibani Gupta, Wife of Shri Srikanta Kumar Gupta, Mousumi Apartment, 1218, Garia Station Road, P.O: Garia, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 2. Smt Banani Ghosh, Wife of Shri Bidyut Ghosh, Loknath Abasan, Kalupukur, Tegharia, P.O: Kalupukur, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession House wife

Identified by Shri Shankha Roy, , , Son of Late Golok Behari Roy, Mirzabazar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 24-07-2023 by Shri Ankur Lodha, Partners, MITRO DEVELOPERS LLP, Pragati Complex, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Identified by Shri Shankha Roy, , , Son of Late Golok Behari Roy, Mirzabazar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

Execution is admitted on 24-07-2023 by Smt Kirti Lodha, Partners, MITRO DEVELOPERS LLP, Pragati Complex, City:- , P.O:- Midnapore, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Identified by Shri Shankha Roy, , , Son of Late Golok Behari Roy, Mirzabazar, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Deed Writer

**Payment of Fees:**

Certified that required Registration Fees payable for this document is Rs 53,000/- ( E = Rs 21,000/- ,H = Rs 28,000/- ,M(b) = Rs 4,000/- ) and Registration Fees paid by Cash Rs 32,000/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 24/07/2023 11:57AM with Govt Ref. No: 152023240139862408 on 24-07-2023, Amount Rs: 21/-, Bank: SBI EPay ( SBIPay), Ref. No. 2091905088939 on 24-07-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 7658, Amount: Rs.5,000.00/-, Date of Purchase: 19/07/2023, Vendor name: Satya Ch Ghosh

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/07/2023 11:57AM with Govt. Ref. No: 192023240139862408 on 24-07-2023, Amount Rs: 15,020/-,

Bank: SBI EPay ( SBIePay), Ref. No. 2091905088939 on 24-07-2023, Head of Account 0030-02-103-003-02



**AMIT BANDYOPADHYAY**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I PASCIM**  
**MIDNAPORE**  
**Paschim Midnapore, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1001-2023, Page from 86727 to 86775  
being No 100104246 for the year 2023.



Digitally signed by AMIT  
BANDYOPADHYAY  
Date: 2023.07.27 15:13:01 +05:30  
Reason: Digital Signing of Deed.

(AMIT BANDYOPADHYAY) 2023/07/27 03:13:01 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE  
West Bengal.

(This document is digitally signed.)