

DATED THIS THE 18th DAY OF October, 2022.

B E T W E E N

MRS. RATNA MITRA
MR. PINAKI MITRA
...OWNERS/ FIRST PART

A N D

MARTIN INFRA PROJECTS PVT. LTD.
Represented by its Director
SRI SANAJIT LASKAR
...DEVELOPER/SECOND PART

DEVELOPMENT AGREEMENT

Drafted by:

MR. MANIK LAL DE
ADVOCATE
HIGH COURT, CALCUTTA
RES: A-12/2, KALINDI HOUSING ESTATE
P.S. LAKE TOWN, CALCUTTA - 700 089
Phone No. 9830056633

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R-14144/22



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 230633

V.C. Case No. 2439/2022

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10. N. No. 1506-2002005398/2022

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

Additional District Sub-Registrar
 Date: 20 OCT 2022

20 OCT 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 18th day of OCTOBER, Two Thousand Twenty Two (2022).

BETWEEN

(1) MRS. RATNA MITRA, wife of Sri Pinaki Mitra, PAN No. AHJPM8647F, AADHAAR No. 3958 4171 8053, by Religion-Hindu,

ক্রমিক নং: 878 তারিখ: 14/10/22

মূল্য: 100/-

জেতা:

স্থানাংক:

ভেতার: *Rossita Paul*

সহকারী জেলা জজের

কামিনপুর মহালয় এ. ডি. এস. অফিস, কলিকতা

বি

ভেতারের নাম - *রুসিতা পাল*

ভেতারির নাম: *কামিনপুর*

টি ডি নং:

স্বাক্ষরিত তারিখ: 13 OCT 2022

এ টি ডি. নং মোট রু. ট. নং

স্বাক্ষরিত করা হয়েছে। 200000

MANIK LAL DE
Advocate
High Court, Calcutta

Sant Laha

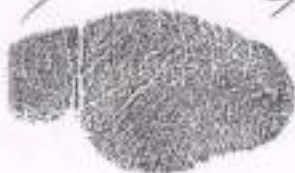


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For MARTIN INFRA PROJECTS PVT. LTD.

Sant Laha

Director



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Panda Debendra



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Ratna Mitra



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[Signature]
Asst. District Sub-Registrar
Coosipora, Dum Dum

18 OCT 2022

Bibyen Dey, Adv. MKand, Calcutta
WB-1089/2014

(2)

by Occupation - Housewife, by Nationality - Indian, residing at 1232, Jessore Road, Green Park, Block - A, P.O. - Bangur Avenue, Police Station - Lake Town, Kolkata - 700055, in the District of North-24-Parganas, **(2) MR. PINAKI MITRA**, son of Late Haripada Mitra, **PAN No. AFAPM9293C, AADHAAR No. 9389 3495 0293**, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 1232, Jessore Road, Green Park, Block - A, P.O. - Bangur Avenue, Police Station - Lake Town, Kolkata - 700055, in the District of North-24-Parganas, hereinafter jointly called the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

MARTIN INFRA PROJECTS PVT. LTD., a company incorporated under the Companies Act, 2013, as amended upto date, **PAN No. AAGCM2881G**, having its registered office at 76, Basak Bagan Lane, P.O. - Sreebhumi, Police Station - Lake Town, Kolkata - 700048, in the District of 24-Parganas (North), represented by its Director namely **SRI SANAJIT LASKAR**, son of Late Jatan Kant Laskar, **PAN No. ABUPL7954R, AADHAAR No. 4625 9637 5883**, by Religion - Hindu, by Occupation - Business, By Nationality - Indian, residing at Premises No. 76, Basak Bagan Lane, P.O. - Sreebhumi, Police Station - Lake Town, Kolkata - 700048, in the District of 24-Parganas (North), hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context or subject hereof be deemed to mean and include its successor-in-office, legal representatives and assigns) of the **SECOND PART.**

WHEREAS by a Deed of Conveyance, dated 22nd day of June, 1954, registered at the office of the Sub-Registrar Cossipore Durn Dum, and recorded in Book No. I, Volume No. 53, at Pages 17 to

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22, as Being No. 3526 for the year 1954, one Smt. Bela Bandyopadhyay, purchased the property being ALL THAT piece or parcel of Bastu land, measuring an area 45.00 (forty five) Decimals more or less lying and situated at Municipal Holding No.670 (formerly 438), Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, under C.S. Khatian No. 291, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas, morefully and particularly described in the Schedule thereunder written, from Sri Amiya Nath Das, described therein as the Vendor, at and for the consideration as mentioned therein.

AND WHEREAS after purchased the said property the said Smt. Bela Bandyopadhyay, duly mutated her name in the records of South Dum Dum Municipality and obtained renumbered Municipal Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, being Holding No. 670, S.H.K.B. Sarani, ward No. 18, in fact and also as per record of Revisional Settlement the property situated under C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under L.R. Khatian No. 1321, in the name of Smt. Bela Bandyopadhyay, before the Block Land and Land Reforms Office at Barrackpore - II, District North-24-Parganas.

AND WHEREAS by a Deed of Conveyance, dated 23rd day of September, 2005, registered at the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 7, at Pages 3142 to 3166, as Being No. 01911 for the year 2014, Smt. Ratna Mitra and Smt. Kanta Devi Kadei, jointly purchased the property being ALL THAT piece or parcel of Bastu land, measuring an area 09 (nine) Cottahs 09 (nine) Chittaks 33 (thirty three) Square feet more or less out of the total land measuring an area 45.00 (forty five) Decimals, togetherwith one ille

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shed structure standing thereon measuring an area 200 (two hundred) square feet more or less, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Holding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Lake Town, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written, from Smt. Bela Bandyopadhyay, described therein as the Vendor, at and for the consideration as mentioned therein.

AND WHEREAS after the said purchase, the said Smt. Ratna Mitra and Smt. Kanta Devi Kadel, duly mutated their names in the records of the South Dum Dum Municipality and obtained renumbered Municipal Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, being Holding No. 670, S.H.K.B. Sarani, ward No. 18, in fact.

AND WHEREAS the said Smt. Ratna Mitra, the Owner No. 1 herein, earlier executed a registered Development Agreement dated 29th day of November, 2019, registered at the office of the Additional District Sub-Registrar, Cossipore, Dum Dum, recorded in Book No. I, Volume No. 1506-2019, pages from 519103 to 519133, as Being No.150611024 for the year 2019, and also executed a registered Development Power of Attorney dated 05th day of December, 2019, registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No.I, Volume No.1506-2019, pages from 520163 to 520182, as Being No.1506110148 for the year 2019, with **M/S. ABAN ASSOCIATES**, a partnership firm having its principal place of business at 64, Purba

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Sinthee Road, Kolkata - 700030, P.S. - Dum Dum, represented by its authorized partners **(1) MRS. ANKITA MANDAL**, wife of Sri Likhon Biswas, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 65/1, Baguiati 1st Lane, Ambagan, Kolkata - 700028, **(2) MR. SUBRATA SAHA**, son of Late Nitin Saha, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 45A/5, Dum Dum Road, New Gostha Behari, Kolkata - 700074, morefully and particularly described in the certain terms and conditions and the property thereunder written.

AND WHEREAS by a Deed of Conveyance, dated 26th day of February, 2020, registered at the office of the Additional District Sub-Registrar Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 1506-2020, at Pages 102347 to 102371, as Being No. 150602143 for the year 2020, Sri Pinaki Mitra, purchased the property being ALL THAT undivided one equal half part or share in the piece or parcel of Bastu land, measuring an area 04 (four) Cottahs 12 (twelve) Chittaks 39 (thirty nine) Square feet more or less out of the total land measuring an area 09 (nine) Cottahs 09 (nine) Chittaks 33 (thirty three) Square feet more or less, togetherwith one tile shed structure standing thereon measuring an area 500 (five hundred) square feet more or less, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written, from Smt. Kanta Devi Kandel, described therein as the Vendor, at and for the consideration as mentioned therein.

(6)

AND WHEREAS the said **M/S. ABAN ASSOCIATES**, a partnership firm having its principal place of business at 64, Purba Sinthee Road, Kolkata - 700030, P.S. - Dum Dum, represented by its authorized partners **(1) MRS. ANKITA MANDAL**, wife of Sri Likhon Biswas, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 65/1, Bagulati 1st Lane, Ambagan, Kolkata - 700028, **(2) MR. SUBRATA SAHA**, son of Late Nitin Saha, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 45A/5, Dum Dum Road, New Gostha Behari, Kolkata - 700074, due paucity of fund they could not comply the said terms and conditions of the said Development Agreement therefore the said Smt. Ratna Mitra and M/S. Aban Associates, mutually decided to cancel the said registered Development Agreement and registered Development Power of Attorney and accordingly that on 18th day of October, 2022, the said Smt. Ratna Mitra and M/S. Aban Associates execute and registered a Cancellation Development Agreement which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. I, Being No. 150614040 for the year 2022 and also that on 18th day of October, 2022, the said Smt. Ratna Mitra and M/S. Aban Associates execute and registered Revocation of Power of Attorney which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum, recorded in Book No. IV, Being No. 150600318 for the year 2022.

AND WHEREAS as per record of Revisional Settlement the property situated under C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under L.R. Khatian No. 2459 and 2463, in the name of Mrs. Ratna Mitra and Mr. Pinaki Mitra respectively, before the Block Land and Land Reforms Office at Barrackpore - III, District North-24-Parganas, and also the said Mrs. Ratna Mitra and Mr. Pinaki Mitra, jointly mutated their names in the records of South

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Dum Dum Municipality and obtained renumbered Municipal Premise s No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, being Holding No. 670, S.H.K.B. Sarani, ward No. 18, in fact.

AND WHEREAS the said Mrs. Ratna Mitra and Mr. Pinaki Mitra, became the joint Owners, and are thus well seized and possessed of or otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of Bastu land, measuring an area 09 (nine) Cottahs 09 (nine) Chittaks 33 (thirty three) Square feet more or less, togetherwith one tile shed structure standing thereon measuring an area 200 (two hundred) square feet more or less, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Holding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463 respectively, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), hereinafter called the said '**PROPERTY**', morefully and particularly described in the First Schedule hereunder written.

AND WHEREAS the Owners herein, are desirous of developing the said property by demolishing the existing structure and constructing a new structure, and the Developer herein, has approached the Owners herein proposing to construct G+VIII-storeyed building on the said premises, more fully and particularly described in the First Schedule hereunder written, at the own cost and expenses of the Developer, and the Owners herein accepted the proposal of the Developer and agreed to authorise the Developer to develop the said premises, more fully and particularly described in the First Schedule hereunder written, in accordance with sanction

of the building plan to be submit before the South Dum Dum Municipality in consideration of the Developer agreeing to make over to the Owners herein the Owners' Allocation morefully described hereunder.

AND WHEREAS the Owners herein, declares that the said property more fully and particularly described in the First Schedule hereunder written, is free from all sorts of encumbrances, debts, liabilities, claims, demands, liens, charges, trusts, mortgage, attachments, lis-pendens, etc., whatsoever, in all respect, and there is no notice in existence respecting the said property from any Governmental, or Semi-Governmental Authorities or statutory or any other authorities.

NOW THIS DEVELOPMENT AGREEMENT WITNESSES and it is hereby agreed by and between the parties hereto, as follows: -

ARTICLE - I : DEFINITIONS

Unless it is repugnant to or inconsistent with the context of these presents: -

1. **OWNERS** shall mean **(1) MRS. RATNA MITRA**, wife of Sri Pinaki Mitra, PAN No. AHJPM8647F, AADHAAR No. 3 958 4171 8053, by Religion-Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 1232, Jessore Road, Green Park, Block - A, P.O. - Bangur Avenue, Police Station - Lake Town, Kolkata - 700055, in the District of North-24-Parganas, **(2) MR. PINAKI MITRA**, son of Late Haripada Mitra, PAN No. AFAPM9293C, AADHAAR No. 9389 3495 0293, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 1232, Jessore Road, Green Park, Block - A, P. O. - Bangur Avenue, Police Station - Lake Town, Kolkata - 700055, in the District of North-24-Parganas.
2. **DEVELOPER** shall mean **MARTIN INFRA PROJECTS PVT. LTD.**, a company incorporated under the Companies Act, 2013,

as amended upto date, **PAN No. AAGCM2881G**, having its registered office at 76, Basak Bagan Lane, P.O. - Sreebhumi, Police Station - Lake Town, Kolkata - 700048, in the District of 24-Parganas (North), represented by its Director namely **SRI SANAJIT LASKAR**, son of Late Jatan Kanta Laskar, **PAN No. ABUPL7954R**, **AADHAAR No. 4625 9637 5883**, by Religion - Hindu, by Occupation - Business, By Nationality - Indian, residing at Premises No. 76, Basak Bagan Lane, P.O. - Sreebhumi, Police Station - Lake Town, Kolkata - 700048, in the District of 24-Parganas (North).

3. **SAID LAND** shall mean the lands, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
4. **ARCHITECT(S)** shall mean the Architect(s) to be appointed by the Developer, or such other Architect(s) during the material time of construction of the proposed building or process or progress thereof being appointed by the developer only.
5. **BUILDING/PREMISES** shall mean G+VIII storeyed building to be constructed upon the said lands in accordance with the building plan to be sanctioned by the South Dum Dum Municipality with all its variations, more fully and particularly described in the **SECOND SCHEDULE** hereunder written.
6. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the **FIFTH SCHEDULE** hereunder written.
7. **UNDIVIDED SHARE** shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to any unit/units within the building as aforesaid to

be determined in relation to the area of the respective unit/units.

8. **BUILDING PLAN** shall include site plan and other modified or rectification plans mean the plan inter alia touching the construction of the building and contents thereof in the shape of flats, carparking and other space including variations therein as permissible and modification thereof, if any, as well, requiring to be sanctioned by the South Dum Dum Municipality at the cost of the developer and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said South Dum Dum Municipality and agreed by the Owners.
9. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter alia of flats/units in the G+VIII storeyed building to be constructed under the project and inter alia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions of portions thereof to the intending purchasers thereof.
10. **TRANSFEREES/PURCHASERS** shall mean the purchaser to whom any flats, Car Parking Spaces, Shops and Commercial Spaces and/or other space or spaces in the said building will be transferred.
11. **UNITS** shall mean flats, carparking and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

ARTICLE - II: OWNERS' SHARE and ALLOCATION

OWNERS' SHARE and ALLOCATION shall mean that Owners will jointly get flats, carparking spaces, in the proposed new building

including proportionate share of stair, lift, landing and land area, within the building details as under: -

- fourth floor*
- a) 47% (forty seven percentage) of the constructed area on the Ground Floor; *entire second floor and entire third floor in form of:-*
- b) One self-contained flat being Flat No. 2A, on the Second Floor measuring a super built up area 1185 (one thousand one hundred eighty five) square feet more or less;
- c) One self-contained flat being Flat No. 2B on the Second Floor measuring a super built up area 943 (nine hundred forty three) square feet more or less;
- d) One self-contained flat being Flat No. 2C on the Second Floor measuring a super built up area 790 (seven hundred ninety) square feet more or less;
- e) One self-contained flat being Flat No. 2D on the Second Floor measuring a super built up area 919 (nine hundred nineteen) square feet more or less;
- f) One self-contained flat being Flat No. 2E on the Second Floor measuring a super built up area 1135 (one thousand one hundred thirty five) square feet more or less;
- g) One self-contained flat being Flat No. 2F on the Second Floor measuring a super built up area 1138 (one thousand one hundred thirty eight) square feet more or less;
- h) One self-contained flat being Flat No. 3A, on the Third Floor measuring a super built up area 1185 (one thousand one hundred eighty five) square feet more or less;
- i) One self-contained flat being Flat No. 3B on the Third Floor measuring a super built up area 943 (nine hundred forty three) square feet more or less;
- j) One self-contained flat being Flat No. 3C on the Third Floor measuring a super built up area 790 (seven hundred ninety) square feet more or less;
- Ratna-Mita*
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- k) One self-contained flat being Flat No. 3D on the Third Floor measuring a super built up area 919 (nine hundred nineteen) square feet more or less;
- l) One self-contained flat being Flat No. 3E on the Third Floor measuring a super built up area 1135 (one thousand one hundred thirty five) square feet more or less;
- m) One self-contained flat being Flat No. 3F on the Third Floor measuring a super built up area 1138 (one thousand one hundred thirty eight) square feet more or less;

The aforesaid flats and Car Parking Space, hereinafter called the Owners' allocation, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), more fully and particularly described in the **SECOND SCHEDULE** hereunder written, Together with undivided proportionate share of the said land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, upon which the said G+VIII storeyed building is to be constructed as well as all common areas and facilities mentioned in the **FIFTH SCHEDULE** hereunder written and together with common expenses and maintenance mentioned in the **SIXTH SCHEDULE** hereunder written together with guidance and restriction mentioned in the **SEVENTH SCHEDULE** hereunder written, (save and except the developer's allocation mentioned hereunder).

ARTICLE - III: DEVELOPER'S SHARE and ALLOCATION

DEVELOPER'S SHARE AND ALLOCATION shall mean that Developer will entitled to get remaining constructed area within the proposed G+VIII storied building in the forms of - flats, commercial space, shops, carparking spaces and other space, in the proposed new building including proportionate share of stair, lift, landing and land area, hereinafter called the developer's allocation, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, as contained in the building, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, In Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), more fully and particularly described in the **SECOND SCHEDULE** hereunder written, Together with undivided proportionate share of the said land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, upon which the said G+VIII storeyed building is to be constructed as well as all common areas and facilities mentioned in the **FIFTH SCHEDULE** hereunder written and together with common expenses and maintenance mentioned in the **SIXTH SCHEDULE** hereunder written together with guidance and restriction mentioned in the **SEVENTH SCHEDULE** hereunder written, (save and except the owner's allocation mentioned above).

Subject to Owners having their joint allocation or share or part in the super built up areas within the building as mentioned in ARTICLE- II, together with their proportionate share respecting the same in lieu of their land, the Owners do hereby grant exclusive right

to the developer to construct at its own cost and expenses, as agreed, G+VIII-storeyed building on the said plot of land, more fully and particularly described in the **SECOND SCHEDULE** hereunder written, and grant exclusive right to the Developer herein to sell the Developer's portion only within its allocation to the intending purchaser or purchasers to be selected by the Developer herein.

ARTICLE-IV: BUILDING CONSTRUCTION DETAILS

1. The Developer, as agreed, shall at its own cost and expenses construct at the said premises a G+VIII-storeyed building according to the specifications mentioned in the **EIGHTH SCHEDULE** hereunder written, in accordance with the building plan, as aforesaid, sanctioned by the South Dum Dum Municipality, in compliance with all Municipal Rules, Regulations, Formalities and Provisions. The building to be constructed shall be made of standard quality building materials and workmanship, without using sub-standard materials, and all such specifications, materials, fixtures and fittings as shall be required therefor shall be approved of and/or certified by qualified Architect or Architects.
2. Subject to approval of the Developer, and that of qualified Architect(s) as shall be engaged by the developer for construction of the building under the project, such building materials being approved by the developer, the approval thereof by the developer's architect shall be final and binding on the parties. But before submitting of the sanction plan to the municipal authority the Owners will verify the plan which will be prepared by the developer. Any of such materials, however, shall not be of low or inferior quality the use whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user for application of substandard building materials, if

necessary, the Owners' architect may give approval thereto for time to time.

3. The Developer shall install and erect in the said G+VIII storeyed building at its own cost and expenses, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing flats, car-parking and other spaces to be constructed in connection with the same being permitted by the concerned Municipality.
4. The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners, shall construct and complete the proposed G+VIII storeyed building upon the said land, more fully and particularly described in the FIRST SCHEDULE hereunder written.

ARTICLE - V: CONSIDERATION AMOUNT

1. That save and except the Owners' Allocation in the proposed building as mentioned above, the Developer herein, has agreed to pay a sum of Rs.2,45,00,000/- (Rupees two crore forty five lakh) only to the Owners herein, in the form of -
 - (a) Rs. 45,00,000/- (Rupees forty five lakh) only as a security deposit, which shall be refunded by the Owners herein to the Developer herein at the time of handing over possession of the owners allocation.
 - (b) Rs. 2,00,00,000/- (Rupees two crore) only as non-refundable amount.
2. That the developer has paid a sum of Rs. 55,00,000/- (Rupees fifty five lakh) only to the owners herein out of the total consideration of Rs. 2,45,00,000/- (Rupees two crore forty five lakh) only as mentioned above in the Article - V Clause No. 1 of this Agreement and a balance sum of Rs. 1,90,00,000/- (Rupees one crore ninety lakh) only will be paid after obtaining the sanction plan in the mode and manner as follows :-

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- a) Rs. 47,50,000/- (Rupees forty seven lakh fifty thousand) only will be paid after construction of the Third Floor Roof Casting of the said building.
- b) Rs. 47,50,000/- (Rupees forty seven lakh fifty thousand) only will be paid after construction of the Eighth Floor Roof Casting of the said building.
- c) Rs. 47,50,000/- (Rupees forty seven lakh fifty thousand) only will be paid after construction of the super structure of the said building.
- d) Rs. 47,50,000/- (Rupees forty seven lakh fifty thousand) only will be paid after completion of flooring and put ty of the said building.

ARTICLE - VI: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owners not to transfer or assign the benefits of this Agreement or any part hereof, to any third party, without the consent in writing from the Owners. However, no consent shall be required from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation as mentioned above to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing, which may preclude the Owners from enjoying or selling/assigning, and/or disposing of any of the portions falling within the Owners' allocation in the said building.
3. That the Developer hereby declares that the proposed G+VIII Storeyed building shall be completed within **36 (thirty six)** months from the date of sanction of the building plan. If and in case the developer fails to do so then the developer will liable to pay a sum of Rs. 25,000/- (Rupees twenty five thousand) only per month as compensation for the same till the handing over the Owners' Allocation.
4. The Developer hereby agrees and covenants with the Owners that in the event of any damage or injury arising out of any accidents resulting from carelessness of the workmen or others,

victimizing such workmen or any other persons, whatsoever, or causing any harm to the property during the course of construction of the G+VIII storeyed building under the development project, the Developer shall have the sole responsibility and liability therefor, and Developer shall keep the Owners, their estate and effects, safe and harmless, and the Developer agrees to pay all such claims, damages, rights and actions in respect of such eventualities, without claiming reimbursement from the Owners therefor.

5. The Developer hereby agrees and covenants with the Owners that the Owners shall not be responsible for any Income tax/ GST and any other taxes to the concerned authority in respect of the Developer's allocation in the proposed building and non-payment of such taxes by the Developer shall not affect the property of Owners' Allocation.
6. The Developer herein agrees to hand-over and deliver the portion under Owners' allocation before delivering possession of any other portions by the Developer to other intending purchaser(s), the Owners having the right of the first instance in such respect, provided, however, that upon completion of the building in every details and upon notice as shall be issued by the Developer requiring the Owners to take delivery of possession of their allocations, if for any reason the Owners fails to do so within thirty days from the date of receipt of such notice, the same shall not stand as a bar to the Developer, delivering of the portion within its allocation or any part thereof, unto others according to its will or to dispose of any portion out of its allocations to any intending purchaser or purchasers thereof.
7. The Developer shall obtain and handover the Completion Certificate to the Owners, at the cost and expenses of the developer.

8. The Developer hereby agrees and covenants with the Owners, that in case of any deviation in respect of the construction within the building, the developer shall be liable and/or responsible for payment of any charges, assesses, fines, whatsoever, imposed by the municipal authority, and the Owners herein shall have no liability and/or responsibility for the same.
9. The Developer herein agrees and covenants with the Owners, that subject to full co-operation of Owners, the Developer shall submit the building plan, at its own cost and expenses, before the concerned Municipal Authority, appropriate Government bodies and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same from time to time. The Developer agrees to comply with all the formalities required for all changes to be made for the building plan being required by the South Dum Dum Municipality, and other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanctions, permissions, clearances, or approvals, as aforesaid.
10. The Developer herein agrees and covenants with the Owners, that if any amendment or modification is required in connection with said building plan the same shall be done by the Developer at its own cost and expenses, on behalf of the Owners, and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment, and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications, would not prejudice the Owners in any manner whatsoever, and the said cost and expenses shall not be adjusted with the area of Owners' Allocation (supra), in any manner whatsoever.

11. That simultaneously with the execution hereof the Owners handover all the original Title Deeds to the Developer and the Developer has received and acknowledged the same and the Developer undertakes to the Owners, that the Developer shall not deposit the Original Title Deeds of the said property with any bank, or any financial institution for obtaining loan for the purpose of development of the said property and that the Owners shall have every right any time hereafter, to inspect the said Original Title Deeds as and when required by the Owners.

ARTICLE - VII: OWNERS' OBLIGATIONS

1. The Owners' shall pay all outstanding dues payable in respect of the said land till the date of execution of these presents or handing over of the land whichever is later, however, the developer shall pay and/or clear up all Municipal tax and other taxes and rent relating to the First Schedule property during course of such construction and till the date of delivery of possession of the Owners' in their respective constructed area.
2. The Owners shall deliver vacant and peaceful possession of the said property, more fully and particularly described in the FIRST SCHEDULE hereunder written, to the developer herein, within 03(three) months from the date of execution hereof.
3. The Owners has agreed to sign, if required, modification or revised building plan prepared by the Architect(s) appointed by the Developer for submission to the South Dum Dum Municipality for necessary sanction thereof. The Owners shall authorise the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan by executing necessary Power of Attorney or any indenture relating to the same in favour of the Developer.

4. Subject to the preceding clauses the Owners, hereby grants exclusive right to the Developer to construct, erect and complete the proposed G+VIII-Storeyed building on the said land in accordance with the building plan to be sanctioned for construction of the building under the project by the concerned Municipal Authority.
5. The Owners herein agrees and covenants with the Developer, to execute a registered Power of Attorney authorising the Developer herein to appoint Architect(s), Labour(s), and to obtain electricity from the CESC and Water, Sewerage, Drainage from the South Dum Dum Municipality, and, to sign any agreement for sale, deed of conveyance or conveyances, of the Developer's allocation within the building, or any part thereof, to the intending purchaser or purchasers, who shall be nominated by the developer herein and also sign and execute any Deed of Declaration, Rectification, Boundary Declaration.
6. The Owners herein agrees and covenants with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land.
7. The Owners herein agrees and covenants with the Developer, not to sale, let out, grant, lease, mortgage, charge or whatsoever, the said plot of land or any portion thereof, during subsistence of the present agreement.
8. The Owners agrees with the Developer, that during the continuance of this agreement Owners shall not enter into any Development or Sale agreement with any third party in respect of the said land or any portion thereof.
9. The Owners herein, agrees that they will be sole responsible and/or liabilities respecting the existing tenants and/or occupiers and also the owners herein, will provide the existing area to

(21)

the existing tenants and/or occupiers from their respective allocations and the Developer herein, have no responsibility for the same.

10. The Owners agrees with the Developer, that the Owners shall not be entitled to claim any additional area of the Developer's allocated portion, mentioned in Article III, nor shall be entitled to claim any share in the amount of sale proceeds from the intending purchaser or purchasers of the Developer's allocation or any portions thereof, as may be received by the Developer as constituted Attorney of the Owners herein.
11. The Owners agrees with the Developer, that the developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation to different prospective purchasers thereof, and to sell out portions thereunder in the shape of flats to the prospective purchasers, against such monetary consideration which shall be determined exclusively by the Developer, and in such matters and in the matter, of receipt of advance bookings and/or earnest monies from the intending buyers of any portion within the developer's allocation or of different portions within the allocation of the developer, and the Owners will not interfere in any manner whatsoever.
12. The Owners agrees with the Developer, that their constituted attorney shall execute agreement or agreements for sale, and cause to register proper Deed or Deeds of conveyance for sale of the developer's allocation or any part thereof, in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation.
13. The Owners herein with the execution hereof, agreed to handover all Original of documents relating to the land more fully and particularly described in the First Schedule hereunder written, to the developer herein.

ARTICLE - VIII: DEVELOPER'S RIGHTS

1. The Developer will hold and possess the said plot of land as exclusive right, and shall have authority to construct the building on the said plot of land as per building plan sanctioned by the South Dum Dum Municipality.
2. The Developer shall be entitled to erect and/or construct the proposed building with right to transfer or otherwise deal with or dispose of their allocation or portions thereof, and the Owners shall not in any way interfere with or disturb, the quiet and peaceful possession of the Developer's allocation, mentioned as aforesaid.
3. The Developer shall be entitled to fix sign boards on the said property for advertisement, and insertions in newspapers and other advertising media for making the project known to the public and the parties herein, and the parties have jointly decided that the name of the building to be constructed on the said property.
4. The Developer shall be entitled to sign and execute enter into any agreement for sale and any deed of conveyance with the intending purchaser or purchasers for selling Developer's allocation within the building to be constructed under the project or portion thereof containing flats, commercial spaces and/or car parking space etc., settling terms therefor with the prospective buyers therefor to sell their allotted portion together with undivided proportionate share in the lands below the same to the said intending buyers subject to requirements by the developer and constituted attorney on behalf of the Owners herein shall also execute agreement or agreements for sale, and cause to register proper Deed or Deeds of conveyance for sale of the developer's allocation or any part thereof in favour of the intending purchaser or purchasers nominated by

the Developer for such transfer or sale thereof the same being within the Developer's allocation.

5. The Developer shall also be entitled to accept money or monies by way of consideration price of the said flats/units from the prospective buyers in respect of Developer's allocated portion, and/or share in the said proposed building with Flats, commercial spaces and Carparking spaces as referred to as saleable area, and can issue receipt in their name or on behalf of their company name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.

ARTICLE - IX: OWNERS' RIGHTS

1. The Developer agrees with the Owners, that the Owners' after receiving their allocation as per Article II (supra), shall have full right, and be entitled, to enter into any agreement for sale in respect of Owners' allocations to different prospective purchasers thereof, if any, and to sell out portions thereunder, in the shape of flats to the prospective purchasers, against such monetary consideration which shall be determined solely by the Owners, and in such matters and in the matter, of receipt of bookings and/or earnest monies from the intending buyers of any portion within the Owners' Allocation or of different portions within the Owner's Allocation, and the Developer will not interfere in any manner whatsoever, and shall not be entitled to claim any share in the amount of sale proceeds from intending purchaser or purchasers of the Owners' allocation or portions thereof as may be received by the Owners herein.

ARTICLE - X: MISCELLANEOUS CLAUSE

1. It is understood that from time to time to facilitate the construction of the building by the Developer various lawful deeds, matters and things not herein specified may be required

to be done by the Developer wherefor the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein or in the Power of Attorney.

2. All flat Owners shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof, and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to watchman(s) and sweepers, common electricity bills as against illumination of common passages, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services.
3. That if and in case the Owners herein, desires to segregate the undivided owners' allocation, the same shall be done by the Owners' through due course of law by themselves after receiving of the possession of their Owners' Allocation mentioned in Article - II hereinabove mentioned.

ARTICLE - XI: DISPUTE RESOLUTION & JURISDICTION

1. The parties hereto have agreed to amicably settle and/or resolve any dispute or differences, which may arise out of these presents between themselves. But in the event of any dispute whatsoever, incapable of being resolved by the parties hereto or their nominee or representatives, with regard to the construction, meaning, purport, and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction, shall be referred to and

resolved by, a sole arbitrator, as per the Arbitration and Conciliation Act, 1996 and Rules, including its statutory modifications or enactments, for the time being in force. The sole place of such arbitration shall be within the local limits of Kolkata and the arbitral proceedings shall be conducted in English Language only.

2. Courts within whose local limits the property is situated shall only have the jurisdiction to entertain the matter arising herefrom.

ARTICLE - XII: OWNERS' INDEMNITY

The Owners herein undertake that the Developer shall be entitled to the said constructions and shall enjoy their respective allocation without any interference or disturbance, provided the Developer performs, observes, and fulfils all the terms and conditions herein contained, and/or on their part to be observed, performed and/or fulfilled by the developer.

ARTICLE - XIII: DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes not to make the Owners liable for and to compensate him for and/or against all third party's claims and actions arising out of any part of the act or omission of the Developer in or relating to the construction of the said building.
2. The Developer hereby undertakes to indemnify and keep the Owners indemnified from and against all actions, suits, costs, proceeding and claims and demands that may arise out of the Owners and/or Developer's allocation with regard to the Development of the building and/or in the matter of construction of the building and/or for any defect therein.

ARTICLE- XIV: FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of

relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force majeure.

2. Force majeure shall mean natural calamities like earthquake, riot, war, storm, tempest, civil commotion etc. which may be beyond the control of any of the parties.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of Bastu land, measuring an area 09 (nine) Cottahs 09 (nine) Chittaks 33 (thirty three) Square feet more or less, togetherwith one tile shed structure standing thereon measuring an area 200 (two hundred) square feet more or less, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463, ward No. 18, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Cossipore Dum Dum, in the District of 24-Parganas (North).

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH	:	438/18 & 438/19, Jawpur Road.
ON THE SOUTH	:	Play ground
ON THE EAST	:	20' feet wide Canal East Road
ON THE WEST	:	8' feet wide Road.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT proposed G+VIII storeyed brick- built, messuage tenement hereditament premises and/or building, together with a piece and parcel of land measuring an area of 09 (nine) Cottahs 09 (nine)

Chittaks 33 (thirty three) Square feet more or less, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Cossipore Dum Dum, in the District of 24-Parganas (North).

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH	:	438/18 & 438/19, Jawpur Road.
ON THE SOUTH	:	Play ground
ON THE EAST	:	20' feet wide Canal East Road
ON THE WEST	:	8' feet wide Road.

THIRD SCHEDULE ABOVE REFERRED TO:

(OWNERS' ALLOCATION)

OWNERS' SHARE and ALLOCATION shall mean that Owners will jointly get flats, carparking spaces, in the proposed new building including proportionate share of stair, lift, landing and land area, within the building details as under: -

- Group. 358*
- 47% (forty seven percentage) of the constructed area on the Group Floor; *entire Second floor and entire third floor*
 - One self-contained flat being Flat No. 2A, on the Second Floor measuring a super built up area 1185 (one thousand one hundred eighty five) square feet more or less; *in form of: -*
 - One self-contained flat being Flat No. 2B on the Second Floor measuring a super built up area 943 (nine hundred forty three) square feet more or less;
- Return With*

- d) One self-contained flat being Flat No. 2C on the Second Floor measuring a super built up area 790 (seven hundred ninety) square feet more or less;
- e) One self-contained flat being Flat No. 2D on the Second Floor measuring a super built up area 919 (nine hundred nineteen) square feet more or less;
- f) One self-contained flat being Flat No. 2E on the Second Floor measuring a super built up area 1135 (one thousand one hundred thirty five) square feet more or less;
- g) One self-contained flat being Flat No. 2F on the Second Floor measuring a super built up area 1138 (one thousand one hundred thirty eight) square feet more or less;
- h) One self-contained flat being Flat No. 3A, on the Third Floor measuring a super built up area 1185 (one thousand one hundred eighty five) square feet more or less;
- i) One self-contained flat being Flat No. 3B on the Third Floor measuring a super built up area 943 (nine hundred forty three) square feet more or less;
- j) One self-contained flat being Flat No. 3C on the Third Floor measuring a super built up area 790 (seven hundred ninety) square feet more or less;
- k) One self-contained flat being Flat No. 3D on the Third Floor measuring a super built up area 919 (nine hundred nineteen) square feet more or less;
- l) One self-contained flat being Flat No. 3E on the Third Floor measuring a super built up area 1135 (one thousand one hundred thirty five) square feet more or less;
- m) One self-contained flat being Flat No. 3F on the Third Floor measuring a super built up area 1138 (one thousand one hundred thirty eight) square feet more or less;

The aforesaid flats and Car Parking Space, as contained in the building, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station - Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C. S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), more fully and particularly described in the **SECOND SCHEDULE** hereinabove written, Together with undivided proportionate share of the said land, more fully and particularly described in the **FIRST SCHEDULE** hereinabove written, upon which the said G+VIII storeyed building is to be constructed as well as all common areas and facilities mentioned in the **FIFTH SCHEDULE** hereunder written and together with common expenses and maintenance mentioned in the **SIXTH SCHEDULE** hereunder written together with guidance and restriction mentioned in the **SEVENTH SCHEDULE** hereunder written, save and except the developer's allocation mentioned in the Article - III, as well as in the **FOURTH SCHEDULE** hereunder written.

FOURTH SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

DEVELOPER'S SHARE AND ALLOCATION shall mean that Developer will entitled to get remaining constructed area within the proposed G+VIII storied building in the forms of - flats, commercial space, shops, carparking spaces and other space, in the proposed new building including proportionate share of stair, lift, landing and land area, as contained in the building, lying and situated at Premises No. 358, S.H.K.B. Sarani (Jawpur Road), Kolkata - 700074, Municipal Hoding No.670, Sahid Hemanta Kumar Basu Sarani, Police Station -

Dum Dum, in Mouza - Kalidaha, J.L. No.23, Re.Sa. No. 16, Touzi Nos.1298/2833, comprised in C.S. Dag No. 1602 and 1603, corresponding to R.S./L.R. Dag No. 4666, under C.S. Khatian No. 291, corresponding to R.S. Khatian No. 291, corresponding to L.R. Khatian No. 2459 and 2463, within the jurisdiction of the South Dum Dum Municipality, in the District of 24-Parganas (North), more fully and particularly described in the **SECOND SCHEDULE** hereinabove written, Together with undivided proportionate share of the said land, more fully and particularly described in the **FIRST SCHEDULE** hereinabove written, upon which the said G+VIII storeyed building is to be constructed as well as all common areas and facilities mentioned in the **FIFTH SCHEDULE** hereunder written and together with common expenses and maintenance mentioned in the **SIXTH SCHEDULE** hereunder written together with guidance and restriction mentioned in the **SEVENTH SCHEDULE** hereunder written, *save and except the Owners' allocation mentioned in the Article - II, as well as in the THIRD SCHEDULE hereinabove written.*

FIFTH SCHEDULE ABOVE REFERRED TO:

THE OWNERS AND THE INTENDING PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:—

1. Stair cases on all the floors and lift.
2. Stair cases landing on all floors.
3. Main gate of the said building/premises and common passage and lobby on the Ground to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.

6. Lighting in the common space, passage, staircase including electric meter and fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings respecting the common areas of the premises.
10. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the respective units.
11. Electrical Wiring, meters (excluding those installed for any particular UNIT).
12. Lift and their asseceries.
13. GENERAL COMMON ELEMENTS and facilities meant for the said 'UNIT'.
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
 - e) All elevations including shafts, shaft walls, machine rooms and facilities.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or

convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.

- g) The foundation, Corridor, Lobbies, Stairways Entrance and exits, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'UNIT', side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
- h) Utility lines, telephone and electrical systems contained within the said building.
- i) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Ownerss, Developer and the other Ownerss—the intending purchaser or purchasers of different units, subject to limitation, if any, to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Ownerss, Developer, other intending purchaser or purchasers without causing inconvenience to one another.

SIXTH SCHEDULE ABOVE REFERRED TO

THE OWNERSS and INTENDING PURCHASER OR PURCHASERS WITHIN THE BUILDING SHALL HAVE TO BEAR :—

- 1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building

- enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
 3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
 4. The cost of decorating the exterior of the building.
 5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
 6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightning, Civil commotion, etc.
 7. Municipal taxes, G+VIII-storeyed building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.
 8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
 9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the flat and/or Unit Ownerss' Association, as shall be formed by the unit-Ownerss, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownerssship Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

SEVENTH SCHEDULE ABOVE REFERRED TO
THE GUIDANCE RESPECTING POSSESSION AND/OR USER
OF THE UNIT/FLAT INTER-ALIA SHALL INCLUDE THE
IMPOSITIONS AND RESTRICTION AS UNDER :-

1. The purchaser or purchasers/Ownerss, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid UNIT for the following purpose.
2. To use the said 'UNIT', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Ownerss or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
3. To carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
4. To demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
5. To do or permit to be done any act deed or thing which may render void or voidable any Insurance of any flat, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.

6. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
7. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the 'UNIT', or any portion of the building housing the same.
8. To avoid the liability or responsibility of repairing any portion, or any component part of the flat hereunder sold and transferred, or fittings and fixtures therein for storing water, swerages etc. in the event of such portion or part, or fixtures and fittings within the flat, and/or unit demanding repairs thereby causing inconvenience and injuries to other flat Ownerss as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents, mascons, as may be required by the unit Ownerss' Association from time to time on request therefor by such Association.
9. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their UNIT only in any colour of their choice.
10. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
11. The purchaser of the UNIT together with other purchaser or Ownerss of the other flats shall must have the obligations to form an association of such unit Ownerss being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

EIGHTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

1. Structure - R.C.C. framed Structure with RCC columns & beams.
2. Floor - Entire floor Vitrified finish.
3. Inside Walls - Finished with Birla Putty.
4. Outside Walls - Painted with Berger Weather Coat.
5. Electrical Wiring - Concealed with copper wire.
 - a) Bed Room - Two light points, One fan point, One 5A plug point, One A.C. Point.
 - b) Kitchen - One Light point, One Exhaust fan point, One 15A plug point and One Aquaguard point.
 - c) Toilets - One light point and one exhaust point and one gyser point.
 - d) Verandah - One light point one fan point, Washing machine point.
 - e) Dining - Two light point, Two Fan points, one 5A, socket, one 15A socket, provision for T.V. and Telephone Socket without cable or wiring, A.C. Point
6. Plumbing - Concealed PVC pipe lines in Toilets and kitchen, CP pillar cocks and bib cocks, Brass stop cocks, outside water lines exposed PVC pipe. PVC soil lines, PVC rain water lines, white porcelain, one wash basin in each Flat PVC cistern.
7. Doors - Main door decorated flash door and all other doors Flash doors and PVC door in toilets.
8. Windows - Grill and Colour anodised window.
9. Roof - Finished with roof tiles or citu mosaic.
10. Water Arrangement - 24 hours with overhead tank and deep tubewell.
11. Toilet - Glazed tiles upto seven feet height from floor level.
12. Kitchen - Granite stone platform on the kitchen and glazed tiles upto Three feet height from the kitchen platform.
13. Stair case - Lighting arrangement and marbel and walls with putty.
14. One lift will be provided in the building.

IN WITNESS WHEREOF the parties hereto abovenamed set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

SIGNED & DELIVERED
BY THE OWNERS AT CALCUTTA
IN THE PRESENCE OF
WITNESSES :-

1. *Subyenduday*
Adv.
2. *Raj Kumar Triwary*
113/2, Baleshwardi Road,
Kolkata - 700048

Ratna Mitra

MRS. RATNA MITRA

Pinaki Mitra

MR. PINAKI MITRA
...OWNERS/ FIRST PART

SIGNED, SEALED & ACCEPTED
BY THE DEVELOPER AT CALCUTTA
IN THE PRESENCE OF
WITNESSES :-

1. *Subyenduday*
Adv.
2. *Raj Kumar Triwary*

For MARTIN INFRA PROJECTS PVT. LTD.

Sri Sanjit Laskar
Director

MARTIN INFRA PROJECTS PVT. LTD.
Represented by its Director
SRI SANAJIT LASKAR
...DEVELOPER/SECOND PART

As per instruction and documents supplied by the parties herein who have understood the contents and purports of this instrument.

Drafted by :

Manik Lal De

Mr. Manik Lal De
Advocate,
High Court, Calcutta.
WB/632/1988.



Addl. District Sub-Registrar
Cossipore, Dum Dum

18 OCT 2023

(38)

RECEIVED from the developer herein a sum of **Rs.55,00,000/-** (Rupees fifty five lakh) only, in the following manner as stated herein below:—

Memo of Consideration

Cheque No./ DD/RTGS	Dated	Drawn on	Amount
RTGS	17-10-2022	State Bank of India, UTR No. SBINR52022101710011539	45,00,000.00
204648	17-10-2022	State Bank of India TDS	9,00,000.00 1,00,000.00
TOTAL RUPEES FIFTY FIVE LAKH ONLY.		TOTAL Rs.	55,00,000.00

WITNESSES

1. *Subjenduday*
Adv.

Ratna Mitra
MRS. RATNA MITRA

2. *Raj Kumar Tiwary*

Pinaki Mitra
MR. PINAKI MITRA
...OWNERS/ FIRST PART

Sl. No.	Name of the Party	Address	Legal Status
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			




































Adcl. District Sub-Registrar
Cossigore, Dum Dum

18 OCT 2023

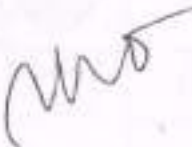
Signature
of the executants/
Presentants

Under Rule 44A of the I.R. Act 1908
SPECIMEN FOR TEN FINGER PRINT

Page No.....

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




Addl. District Sub-Registrar
Cossipore, Dum Dum

11 8 OCT 2020



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



192022230143183758

GRN Details

GRN: 192022230143183758 Payment Mode: SBI Epay
GRN Date: 18/10/2022 12:03:34 Bank/Gateway: SBIPay Payment Gateway
BRN : 0997039832538 BRN Date: 18/10/2022 12:04:21
Gateway Ref ID: 222911511884 Method: HDFC Retail Bank NB
GRIPS Payment ID: 181020222014318374 Payment Init. Date: 18/10/2022 12:03:34
Payment Status: Successful Payment Ref. No: 2003005398/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms MARTIN INFRA PROJECTS PVT. LTD
Address: 76 BASAK BAGAN LANE KOL 48
Mobile: 9836190405
R.E.F. No: 2003005398/3/2022
Name: STAMP AND REVENUE DEPARTMENT
Period From (dd/mm/yyyy): 18/10/2022
Period To (dd/mm/yyyy): 18/10/2022
Remarks: Payment of SD and RF
Period From (dd/mm/yyyy): 18/10/2022
Period To (dd/mm/yyyy): 18/10/2022
Payment Ref ID: 2003005398/3/2022
Dept Ref ID/DRN: 2003005398/3/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003005398/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2003005398/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	55021
			Total	95042







IN WORDS: NINETY FIVE THOUSAND FORTY TWO ONLY.







Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas
Signature / LTI Sheet of Query No/Year 15062003005398/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs RATNA MITRA 1232, Jessore Road, Green Park, Block/Sector: A, City:- Not Specified, P.O:- Bangur Avenue, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700055	Land Lord			
2	Mr PINAKI MITRA 1232, Jessore Road, Green Park, Block/Sector: A, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700055	Land Lord			

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SANAJIT LASKAR 76, Basak Bagan Lane, City:- Not Specified, P.O:- Sreebhumi, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700048	Represent ative of Developer [MARTIN INFRA PROJECT S PRIVATE LIMITED]			<i>Sanjit Laskar</i> 18/10/2022
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr DIBYENDU DEY Son of Mr H M Dey A-18/1, Kalindi Housing Estate, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700089	Mrs RATNA MITRA, Mr PINAKI MITRA, Mr SANAJIT LASKAR			<i>Dibyendu Dey</i> 18/10/2022

(Kaustava Dey)

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

**Adi. District Sub-Registrar
Cossipore, Dum Dum**

Major Information of the Deed

Deed No :	I-1506-14144/2022	Date of Registration	20/10/2022
Query No / Year	1506-2003005398/2022	Office where deed is registered	
Query Date	15/10/2022 9:53:53 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	MANIK LAL DE A-12/2, Kalindi Hosinbg Estate, Thana : Lake Town, District : North 24-Parganas, WEST BENGAL, PIN - 700089, Mobile No. : 9831346520, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4-311] Other than Immovable Property, Receipt [Rs : 55,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,43,48,004/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 40,121/- (Article:48(g))	Rs. 55,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Sahid Hemanta Bose/ Kumar Bose Sarani, Mouza: Kalidaha, Premises No: 358, , Ward No: 18, Holding No:670 JI No: 23, Pin Code : 700074

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	R-4666 (RS -)	LR-2459	Bastu	Bastu	4 Katha 12 Chatak 39 Sq Ft		1,21,06,502/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
2	R-4666 (RS -)	LR-2463	Bastu	Bastu	4 Katha 12 Chatak 39 Sq Ft		1,21,06,502/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
TOTAL :					15.8538Dec	0/-	242,13,004/-	
Grand Total :					15.8538Dec	0/-	242,13,004/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	200 Sq Ft	0/-	1,35,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total :	200 sq ft	0/-	1,35,000/-
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Land Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs RATNA MITRA Wife of Mr Pinaki Mitra 1232, Jessore Road, Green Park, Block/Sector: A, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AHxxxxxx7F, Aadhaar No: 39xxxxxxxx8053, Status Individual, Executed by: Self, Date of Execution: 18/10/2022 , Admitted by: Self, Date of Admission: 18/10/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/10/2022 , Admitted by: Self, Date of Admission: 18/10/2022 ,Place : Pvt. Residence</p>
2	<p>Mr PINAKI MITRA Son of Late Haripada Mitra 1232, Jessore Road, Green Park, Block/Sector: A, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx3G, Aadhaar No: 93xxxxxxxx0293, Status Individual, Executed by: Self, Date of Execution: 18/10/2022 , Admitted by: Self, Date of Admission: 18/10/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/10/2022 , Admitted by: Self, Date of Admission: 18/10/2022 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>MARTIN INFRA PROJECTS PRIVATE LIMITED 76, Basak Bagan Lane, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 , PAN No.: AAxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr SANAJIT LASKAR (Presentant) Son of Late Jatan Kanta Laskar 76, Basak Bagan Lane, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ABxxxxxx4R, Aadhaar No: 46xxxxxxxx5883 Status : Representative, Representative of : MARTIN INFRA PROJECTS PRIVATE LIMITED (as Director)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr DIBYENDU DEY Son of Mr H M Dey A-18/1, Kaindi Housing Estate, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089</p>			

Identifier Of Mrs RATNA MITRA, Mr PINAKI MITRA, Mr SANAJIT LASKAR

Transfer of property for L1	
Sl. No. From	To. with area (Name-Area)
1 Mrs RATNA MITRA	MARTIN INFRA PROJECTS PRIVATE LIMITED-7.92688 Dec
Transfer of property for L2	
Sl. No. From	To. with area (Name-Area)
1 Mrs RATNA MITRA	MARTIN INFRA PROJECTS PRIVATE LIMITED-3.96344 Dec
2 Mr PINAKI MITRA	MARTIN INFRA PROJECTS PRIVATE LIMITED-3.96344 Dec
Transfer of property for S1	
Sl. No. From	To. with area (Name-Area)
1 Mrs RATNA MITRA	MARTIN INFRA PROJECTS PRIVATE LIMITED-100.00000000 Sq Ft
2 Mr PINAKI MITRA	MARTIN INFRA PROJECTS PRIVATE LIMITED-100.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Dum Dum, Municipality SOUTH DUM DUM, Road: Sahid Homanta Bose/ Kumar Bose Saran, Mouza: Kalidaha, Premises No. 358, , Ward No: 18, Holding No:670 JI No: 23, Pin Code : 700074

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
1	LR Plot No:- 4666, LR Khatian No:- 2459	Owner: Mrs. Gurdian: Mrs. , Address: , Classification: , Area: 0.07960000 Acre,	Mrs RATNA MITRA
2	LR Plot No:- 4666, LR Khatian No:- 2463	Owner: Mrs. Gurdian: Mrs. , Address: , Classification: , Area: 0.07960000 Acre,	Mr PINAKI MITRA

On 18-10-2022

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

Reported for registration at 17:20 hrs on 18-10-2022, at the Private residence by Mr SANAJIT LASKAR,,

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,43,48,004/-

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

Execution is admitted on 18/10/2022 by 1. Mrs RATNA MITRA, Wife of Mr Pinaki Mitra, 1232, Jessore Road, Green Park, Sector A, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession House wife, 2. Mr PINAKI MITRA, Son of Late Haripada Mitra, 1232, Jessore Road, Green Park, Sector A, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Identified by Mr DIBYENDU DEY, , Son of Mr H M Dey, A-18/1, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-10-2022 by Mr SANAJIT LASKAR, Director, MARTIN INFRA PROJECTS PRIVATE LIMITED (Private Limited Company), 76, Basak Bagari Lane, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700048

Identified by Mr DIBYENDU DEY, , Son of Mr H M Dey, A-18/1, Kalindi Housing Estate, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by profession Advocate

Kaustava Dey

Kaustava Dey

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM

North 24-Parganas, West Bengal

On 19-10-2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,021.00/- (B = Rs 55,000.00/- _E = Rs 21.00/-) and Registration Fees paid by by online = Rs 55,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/10/2022 12:04PM with Govt. Ref. No: 192022230143183758 on 18-10-2022, Amount Rs: 55,021/-,
Bank: SBI ePay (SBLePay), Ref. No. 0997039832538 on 18-10-2022, Head of Account 0030-03-104-001- 16

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/10/2022 12:04PM with Govt. Ref. No: 192022230143183758 on 18-10-2022, Amount Rs: 40,021/-,
Bank: SBI ePay (SBLePay), Ref. No. 0997039832538 on 18-10-2022, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM

North 24-Parganas, West Bengal

03-10-2022

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs. 100.00/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 875, Amount: Rs.100.00/-, Date of Purchase: 14/10/2022, Vendor name: R Pal

Kaustava Dey

Kaustava Dey

**ADDITIONAL DISTRICT SUB-REGISTRAR
OF FICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Beng al

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2022, Page from 491898 to 491946

being No 150614144 for the year 2022.



Digitally signed by KAUSTAVA DEY
Date: 2022.11.03 11:56:31 +05.30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2022/11/03 11:56:31 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)

DATED THIS THE 18th DAY OF October, 2022.

B E T W E E N

MRS. RATNA MITRA
MR. PINAKI MITRA
...OWNERS/ FIRST PART

A N D

MARTIN INFRA PROJECTS PVT. LTD.
Represented by its Director
SRI SANAJIT LASKAR
...DEVELOPER/SECOND PART

DEVELOPMENT AGREEMENT

Drafted by:

MR. MANIK LAL DE
ADVOCATE
HIGH COURT, CALCUTTA
RES: A-12/2, KALINDI HOUSING ESTATE
P.S. LAKE TOWN, CALCUTTA - 700 089
Phone No. 9830056633