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DEVELOPMENT AGREEMENT

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BETWEEN

DUTTA PROPERTIES

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MAJUMDER, (PAN- ADSPM5290M)(Aadhaar No.3327 5353 7693), son of Late Prafulla Mozumdor, by faith-Hindu, by occupation-Retired from service, by Nationality- Indian, residing at 13, Gouranga Mandir Lane, Baghajatin, former P.S. Jadavpur, now P.S.- Patuli, Kolkata-700086, in the District of South 24 Parganas, hereinafter called and referred to as the LAND OWNERS/ FIRST PARTY (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

Proprietorship firm, having it's office at G/10, Bapujinagar, P. O. – Regent Estate, P.S.- Jadavpur, Kolkata - 700092, West Bengal, being represented by it's Proprietor SRI SRINJAY DUTTA, (PAN-CMMPD4399H), (AADHAAR NO.3082 3065 1798), Son of Sri Tarun Dutta, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at-G/10, Bapujinagar, P. O. – Regent Estate, P.S.- Jadavpur, Kolkata - 700092, West Bengal, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless



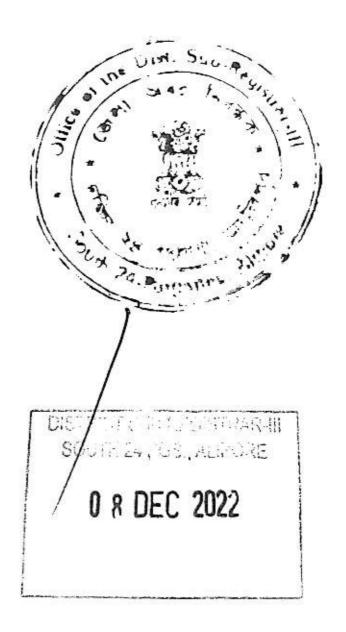


and include it's Successors in office, executors, legal representatives. Administrators and assigns) of the **OTHER PART**;

TITLE OF THE PROPERTY

AND WHEREAS all those piece und parcel of land measuring or containing an area of 45 decimals more or less including land in the schedule below appertaining to C.S.Khatian No. 221, R.S.Khatian No. 220 comprised in C.S.Dag No. 198, had been while seizing, possessing, holding, using and was in khas possession in Rayati Stithiban right and was recorded in the District Settlement record in the name of and in favour of (1) Lakshmi Bibi (2) Md. Hossain SK (3) Bechu SK (4) Lal Chand SK (5) Johora Khatoon Bibi (6) Kulsan Bibi, the said Kulsan Bibi died intestate and her share in the aforesaid lands devolved on her heirs namely, her husband, Gaffar Ostagar and two sons Abdul Zabbar and Abdul Samad and one daughter Gulsan Bibi.

AND WHEREAS while the said heirs of Kulsun Bibi along with other co/sharers (1) Bechu SK, (2) Lalchand SK (3) Fakir Mohammad @ Mohammed Hossain (4) Johora Khatoon alias Johora Khatoon Bibi, who jointly seized, possessed and enjoyed -/14/- annas share out of 45 decimals and were in khas possession sold and delivered by way of a registered document unto and in favour of One Sri Prafulla Kumar Ghosh which was recorded in vide Book I, Volume no. 26 pages from 201 to 205 Being No. 1089, for the year 1946. The said Sri Prafulla Kumar Ghosh purchased 14/- annus share out of 45 decimals of land

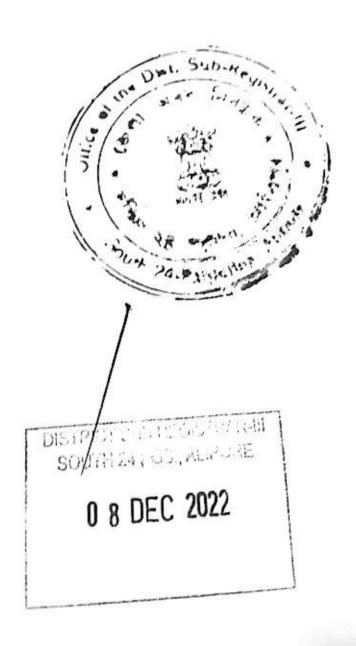


same by depositing the money in the Learned Court.

AND WHEREAS the said Prafulla Kumar Ghosh Conveyed, transferred the entire 45 decimals of land to ASOK Trust and after registration of a deed it was recorded in Book No. 1,vol No. 49, pages 84 to 90 Being No. 2594 for the year 1950.

AND WHEREAS the said Asok Trust represented by Hirendra Lal Sarkar and Manindra Lal Chakraborty while had been seizing, possessing and holding the right, title and interest of the said entire 45 decimals of land conveyed it's share by way of a registered Sale Deed unto and in favour of Sri Gosta Behari Mistri, son of Sri Matilal Mistri, which was registered in the Office at S.R. Alipore and recorded in Book No.1, Vol No. 40 pages from 76 to 80 Being 10, 2401 for the year 1957.

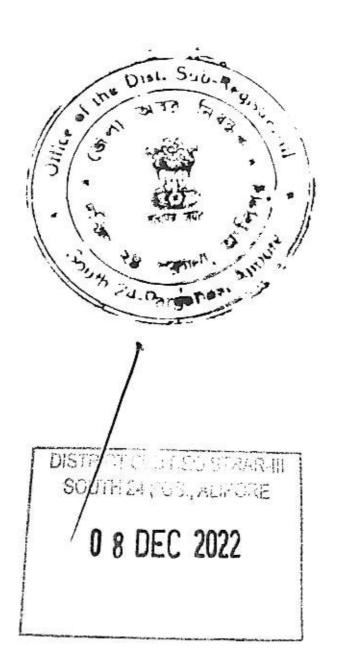
AND WHEREAS in the last Revisional Settlement the name of the Fakir Mohammed, Bechu SK, Lakshmi Bibi, Noor Hossain & others were recorded as Licencee and the said Gosta Behari Mistri confirmed his right, title and interest in respect of the land occupied by Fakir Mohammed as the same was conveyed by Fakir Mohammed to Gosta Behari Mistry, which was registered in the Office at S.R. Alipore and recorded in Book No.1, Vol No. 47 pages from 198 to 201 Being 3413, for the year 1957, and also thereafter the said Bechu SK. Lakshmi Bibi and Noor Hossain conveyed their right, interest whatsoever of their occupied land to Matilal Mistry son of Bidhu Budan Mistri which was registered in the Office at S.R. Alipore and recorded in Book



No.1, Vol. No. 42 pages from 272 to 275 Being No. 2317, for the year 1958 and since then Motilal Mistri had been possessing, holding and was in khas possession of the said land.

AND WHTREAS while the said Motilal Mistri and Gosta Behari Mistri holding, possessing the using and were in khas possession of the said 45 decimals of land they have transferred, conveyed a portion of land i.e. and area of 4 Cottahs 8 Chittaks 22 sq.ft. more or less out of 45 decimals of land in respect of in above Dag, Khatian and Mouza by way of a registered Deed of Sale unto and in favour of Girindra Kumar Bhattacherjee, which was registered and recorded in Book No. 1, Vol no. 66 pages from 114 to 120, Being no. 3397 for the year 1958.

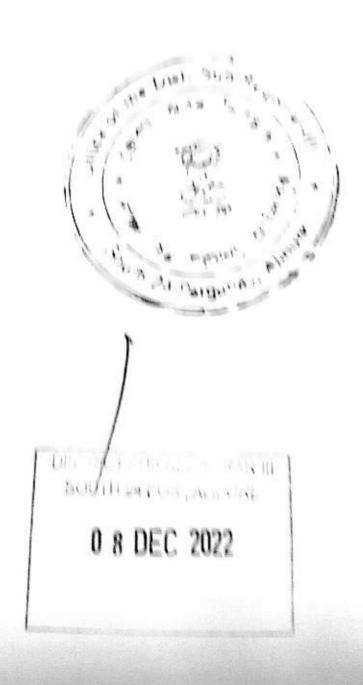
AND WHEREAS while the said Girindra Kumar Bhattacherjee had been seizing, holding and possessing the said 4 Cottahs 8 Chittaks 22 sq. ft. more or less of land constructed a structure and dwelling house over the said land and had been using, enjoying the said land and land with structure and enjoyed the same free from all encumbrances. While said Girindra Kumar Bhattacherjee seized and possessed the afore said property he died intestate on 8.12.1976 leaving behind him surviving his wife Smt. Promoda Bala Devi, two sons namely Sri Nirmal Bhattacherjee, Sri Bimal Chandra Bhattacherjee and two married daughters namely Sadhana Bhattacherjee w/o Haripada Bhattacherjee and Basana Bhattacherjee wife of Nitya Ranjan Bhattacharjee as his only legal heirs and successors to inherit him and there was no any other legal heirs and successors of the said Deceased Girindra Kumar Bhattacharjee as per provision of the Hindu Succession Act, 1956. Thereafter they jointly seized,



holded and possessed the right title and interest near the sura

AND WHEREAS while the above named the then remore such Promoda Bala Devi. Sri Nirmal Bhattacherjee, Sri Bimal Chandra Bhattacherjee. Sadhana Bhattacherjee, w/o Haripada Bhattacherjee and Basana Bhattacherjee, wile of filitya Panjan Bhattacharjee jointly seized possessed of the gaid 4 Collaba & Chit 22 sq.ft. of land and land with structure amendy partitioned by metes and bounds of the property and three each of them had possessed of separately 1/5th share i.e. more of less 14 Chittaks 22 sq.ft, each out of the said 4 Collaba & Chittaks 22 sq.ft, land and land with structure situated over the said property.

AND WHEREAS the above named the then vendors Smt. Promoda Bala Devi, Sri Nirmal Bhattacherjee, Sri Bimal Chandra Bhattacherjee Sadhana Bhattacherjee, w/o Haripada Bhattacherjee agreed with the present Land Lord herein Sri Dhiman Kumar Majumder alias Dhiman Kumar Mozumdor Alias Dhiman Majumder to convey, sell the said land and land with structure of this shares measuring an area of 3 Kottahs 10 Chittaks be more or less and more fully described in the Schedule written thereunder and delineated in the map or plan annexed thereto and coloured with red border line at and for the consideration price mentioned therein. Thereafter they sold the and with structure unto and in favour of the above mentioned and owner-said Sri Dhintan Kumar Majumder alias Dhiman Sumar Mozumdor Alias Dhiman Majumder by way of a egistered Deed of Sale which was registered on 04/04/1983 in re office at district Sub Registrar Alipore and recorded in Book

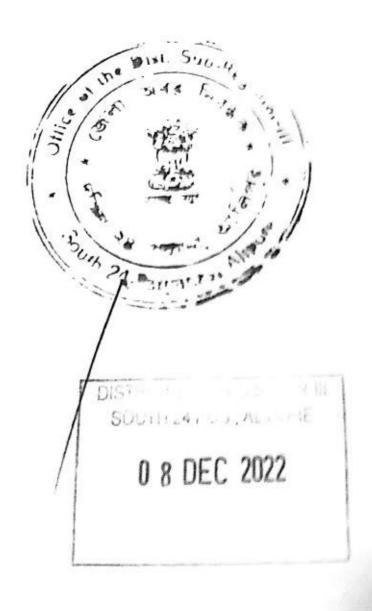


No.1, Volume No. 132, Pages from 52 to 63 being No. 4649 for the year 1983.

and whereas after the purchase of 3 Kottahs 10 Chittaks more or less by virtue of Deed No. 4649/1983 said 8rl Dhiman Kumar Majumder alias Dhiman Kumar Mozumdor Alias Dhiman Majumder purchased another share of land with structure from the then owner Basana Bhattacherjee, wife of Nitya Ranjan Bhattacharjee measuring an area of 14 Chittacks 22 Sq.Ft. as her 1/5th share in respect of the same Dag, Khatian Mouza Etc. mentioned in the Schedule hereunder written by way of a registered Deed of Sale which was registered on 05/04/1983 in the office at district Sub Registrar Alipore and recorded in Book No.I, Volume No. 132, Pages from 262 to 269 being No. 4681 for the year 1983.

AND WHEREAS said Sri Dhiman Kumar Majumder alias Dhiman Kumar Mozumdor Alias Dhiman Majumder became the sole and absolute owner of all that piece and parcel of land measuring an area of 4 Cottahs 8 Chit 22 sq.ft. of land and land with structure which is lying and situated at Mouza – Bademashar, J.L. No. 31, Touzi No.246, 1516-1518 under C.S. Khatian No. 221, corresponding to R.S. Khatian No.220, Compriseds in C.S. Dag No. 198 under R.S. Dag No.108/782, 108/783, 108/784 under the then P.S. Tollygunge then Jadavpur now P.S. Patuli in the District of South 24 Parganas and enjoying the same free from all encumbrances.

AND WHEREAS said Sri Dhiman Kumar Majumder alias Dhiman Kumar Mozumdor Alias Dhiman Majumder while seized and possessed the aforesaid property he mutated his name in the records of the Kolkata Municipal Corporation and after mutation the property is known and numbered as the new



K.M.C. Premises No. 76, Gauranga Mandir Road, vide mailing address 13, Gourango Mandir lane, Kolkata- 700086 being Assessee No. 311011200763 under former Police Station-Tollygunge then Police Station- Jadavpur, now P.S.- Patuli, Kolkata- 700086 and as per new Assessee number he paid taxes regularly to the competent authority concerned and he is enjoying the same free from all encumbrances.

AND WHEREAS the above named Landowner DHIMAN KUMAR MOZUMDOR ALIAS DHIMAN MAJUMDER, son of Late Prafulla Mozumdor is the owner of total land i.e. ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 08 Chittacks 22 Sq.Ft. of land be the same or a little more or less but after proper physical measurement it is found that the area of the Property is 03 Cottahs 12 Chittacks 34.32 Sq.Ft. more or less together with an old dilapidated Building standing thereon which is lying and situated at Mouza - Bademashar, J.L. No. 31, Touzi No.246, 1516-1518 under C.S. Khatian No. 221, corresponding to R.S. Khatian No.220, Compriseds in C.S. Dag No. 198 under R.S. Dag No. 108/782, 108/783 and 108/784 within the local limits of the Kolkata Municipal Corporation being K.M.C. Premises No. 76, Gauranga Mandir Road, vide mailing address 13, Gourango Mandir lane, Kolkata- 700086 being Assessee No. 311011200763 under former Police Station- Tollygunge then Police Station- Jadavpur now Police Station- Patuli, Kolkata-700086 within the local registering jurisdiction of Additional District Sub-registrar office at Alipore in the District of South Parganas and enjoyed the same free from encumbrances.

AND WHEREAS the present owner in order to commercially exploit the schedule "A" property the owners herein now being



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observations of developing the solid property by constructing observespoon is even Musti Directed Societingps). But due to preciptly of fraced word on well on back of copertures and other various reseasons the owners being unable to start the construction of Our manner

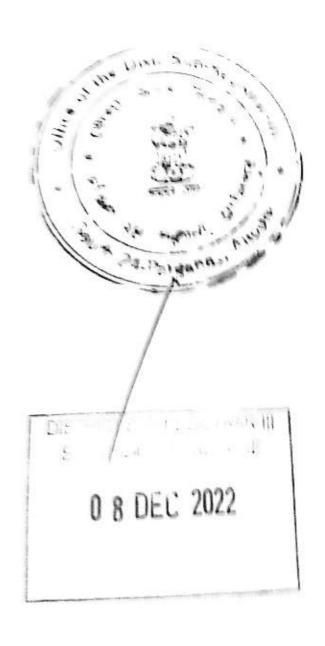
AND WHEREAS the owner had been in search of reputed and experienced Promoter and/or Developer who can undertake the responsibility of construction of such new building on the send property at the cost and expenses of the Developer as per specifications hereunder written.

WHEREAS the Owners have agreed to allow the Developer to develop and construct building at the said property lying and situated at Mouza - Bademashar, J.L. No. 31, Tours No.246, 1516-1518 under C.S. Khatises No. 221, corresponding to R.S. Khatian No.220, Compriseds in C.S. Dag No. 198 under R.S. Dag No. 108/782, 108/783 and 108/784 wothun the local limits of the Kolkata Municipal Corporation. being K.M.C. Premises No. 76, Gauranga Mandir Road, vide mailing address 13, Gourango Mandir lane, Kolksta-700086 being Assessee No. 311011200763 under former Police Station-Tollygunge then Police Station-Jadavpur now Police Station Parali, Kolkata 700086 within the local registering jurisdiction of Additional District Sub-registrar office at Aligore in the District of South 24 Pergenas and the land owner accordingly agreed with the proposal of the Developer and bas decided to enter into this Development.



at G/10, Bapujinagar, P. O. - Regent Estate, P.S. Jadavpur, Kolkata - 700092, West Bengal, being represented by it's Proprietor SRI SRINJAY DUTTA, (PAN-CMMPD4399H), (AADHAAR NO.3082 3065 1798), Son of Sri Tarun Dutta, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at G/10, Bapujinagar, P. O. - Regent Estate, P.S. Jadavpur, Kolkata - 700092, West Bengal, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's Successors-in-office, executors, legal representatives, Administrators and assigns).

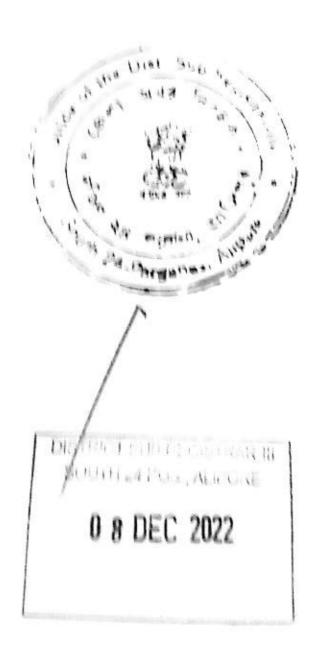
2. PREMISES: Shall mean the Premises more fully described in "A" SCHEDULE hereunder written i.e. ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 08 Chittacks 22 Sq.Ft. of land be the same or a little more or less but after proper physical measurement it is found that the area of the Property is 03 Cottahs 12 Chittacks 34.32 Sq.Ft. more or less together with an old dilapidated Building standing thereon which is lying and situated at Mouza - Bademashar, J.L. No. 31, Touzi No.246, 1516-1518 under C.S. Khatian No. 221, corresponding to R.S. Khatian No.220, Compriseds in C.S. Dag No. 198 under R.S. Dag No.108/782, 108/783, 108/784 within the local limits of the Kolkata Municipal Corporation being K.M.C. Premises No. 76,



Gauranga Mandir Road, vide mailing address 13, Gourango Mandir lane, Kolkata- 700086 being Assessee No. 311011200763 under former Police Station- Tollygunge then Police Station- Jadavpur now Police Station- Patuli, Kolkata-700086 within the local registering jurisdiction of Additional District Sub-registrar office at Alipore in the District of South 24 Parganas.

- BUILDING: Shall mean multi storied building to be constructed upon the "A" Schedule property.
- 4. <u>COMMON AREA</u>: Shall mean and include passages, ways, stairways, gates, common lavatory, all rain water pipes, sewerage lines, fittings, fixtures, manholes, pit, gullies, roofs, and pipe lines, water pump if any and overhead tank, boundary walls, courtyard, electric connection, electric supply line to common areas, main switch, interior walls and other facilities which will be provided by the Developer time to time. The common area is impartible, Top of the roof shall be used as common.

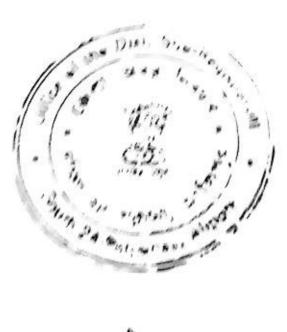
5.0WNERS' ALLOCATION: Owner Shall be entitled to get total 50 % FAR of the multi storied building to be constructed on and over the schedule "A" mentioned property as per Sanctioned area (on the Ground Floor, First Floor and Second Floor area/portion at the South- East side shall be allocated to



the owner) together with all common areas, spaces, facilities and amenities to be provided by the Developer time to time and the owner is also entitled to get a non refundable sum of Rs.9,20,000/- (Rupees Nine Lacs Twenty Thousand) only on the date of registration of Development Agreement, power and several documents.

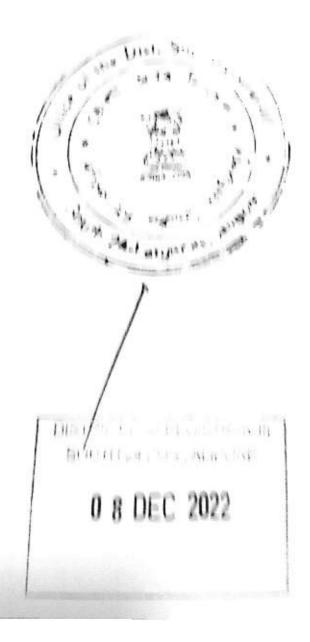
The Developer or his nominated person is liable to provide only one shifting charges during Construction work @ Rs.10,000/-(Rupees Ten Thousand) only per month.

DEVELOPER'S ALLOCATION : Shall mean save and except Owner's Allocation i.e. remaining 50% portion of the total constructed area of the multi storied building proposed to be constructed (on the Ground Floor, First Floor and Second Floor area/portion at the South- West side shall be allocated to the Developer) at the said plot mentioned in the Schedule "A" hereunder written together with the proportionate share of right, title and interest in the common facilities, top of the roof shall be used as common and common amenities including the right to use therein upon construction of the building, together with the absolute right on the part of the Developer to enter into an Agreement for sale, transfer, lease rent or in any way to deal with the same as absolute owners thereof excluding the allocation of the Owners, Developer's allocation as described in the Schedule "C" hereunder written.





- ARCHITECT: Shall mean a person or persons who shall be duly appointed by the Developer for designing and planning of the building and also supervision during continuance of the construction, if decided by the Developer
- Multi storied building. Flat or Flats. Apartment or Apartments, several units, but no other space or spaces or portion thereof in the building available for independent use and occupation and after making due provisions for common facilities and the space required therefore.
- or any other plan/modified plan with such alterations or modifications as may be made by the Developer in consultation with the Architect and get it sanctioned from the Kolkata Municipal Corporation Building Department.
- Singular: Shall include the plural and vice versa;
- Masculine: Gender shall include the feminine and neutral gender and vice versa;
- 11. TRANSFER: With its grammatical variations shall include transfer of possession and by any other means adopted for effecting that is understood as transfer of

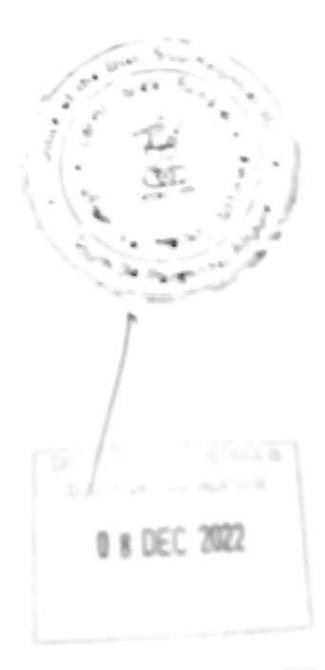


undivided and impartible share of hard to Purchaser's thereof although the same may not amount to transfer in law

12 TRANSPEREE: Shall mean a person firm timited company association of persons to whom any share of undruded land underneath the building to be built shall be transfer along with finished flat/unit

I IS TIME OF COMPLETION : The Developer will deliver the peaceful vacant physical possession of the owner's allocation to the owners within 24(Twenty Four) months from the date of starting construction work after demolition of existing structure to be constructed on and over the Schedule A mentioned property. Be it mentioned here that further time may be provided to the developer if any hindrances occur during the construction of the said building which is beyond the control of the owners as well as the developer after considering the present progress of the construction.

1 14 POWER OF ATTORNEY : The Owners shall execute a registered Development Power of Attorney after execution and registration of this Development Agreement appointing SR1 SRINJAY DUTTA_(PAN-CMMPD4399H), (AADHAAR NO.3082 3065 1798), Son of Sri Tarun Dutta, by Faith- Hindu, by Occupation Business, residing at- G/10, Bapuinagar, P.O. -Regent Estate, P.S. Jadavpur, Kolkata - 700092, Dist. South 24-Parganas. West Bengal, proprietor of



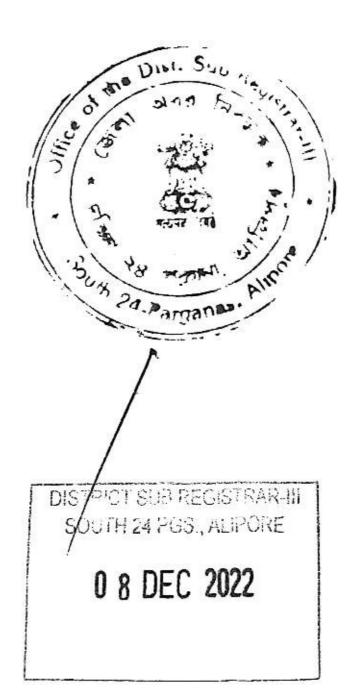
PROPERTIES (PAN-CMMPD4399H), A Proprietorship firm, having it's office at G/10, Bapujinagar, P. O. – Regent Estate, P.S.- Jadavpur, Kolkata - 700092, as his lawful constituted attorney to do the acts, deeds, sale Deeds, any kind of assignment and things/registration of Developer's allocation unto and in favour of intending purchasers as stipulated in the said power of attorney.

1.15 UNDIVIDED SHARE: The undivided proportionate share or interest in the land of the premises attributable to the flat pertaining to both the owner's allocation and the developer's allocation.

1.16 MANNER OF WORK AND SPECIFICATIONS: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the Schedule hereunder written).

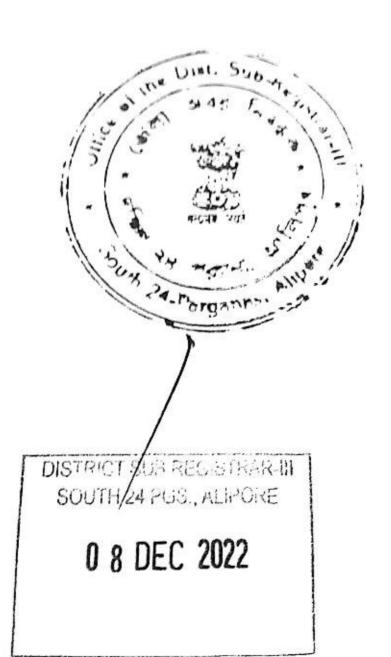
ARTICLE-II: OWNER'S RIGHT:

Owners Shall be entitled to get 50% share of the multi storied building to be constructed on and over the schedule "A" mentioned property together with the proportionate share of right, title and interest in the common facilities and amenities, which is clearly mentioned in the Second Schedule or Schedule "B" hereunder written.



ARTICLE-III: OWNER'S OBLIGATION:

- 3.1. The Owner will make delivery of possession of the said premises to the Developer after execution of Development Agreement.
- 3.2. The Developers shall be entitled to construct and complete the new building within the stipulated time mentioned herein above.
- 3.3. During the continuance of this agreement the Owners will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the Developer.
- 3.4. The Owner will execute all Deeds of conveyance for conveying the undivided proportionate share of land relating to the Developer's allocation to the Developers or their nominee/nominees.
- 3.5. The Owner will obtain, at the cost of the Owners necessary certificate and/or permission from Income Tax and/or any other competent authority, if required, for conveying the undivided proportionate share of land in the said premises attributable to the developer's allocation in favour of the Developers and/or their nominee/s.
- 3.6. The Owner will execute a registered Development power of attorney in favour of the Developer specifically mentioned hereinbefore after executing this Development Agreement,

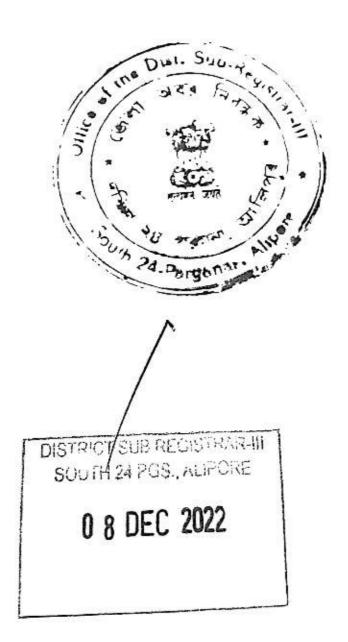


authorizing them interalia to sell and transfer flats, the undivided proportionate share/interest of land in the premises attributable to the Developer's allocation only and present the same before the competent registration authority.

3.7. The Owner, if required, will execute agreement for sale of any instrument in respect of sale of undivided proportionate share of land pertaining to the Developer's Allocation and present the same before the registration authority in respect of flats and other spaces pertaining to the developer's allocation for registration at the cost of the Developers and/or its nominee.

3.8. The Owner, with the execution of this agreement, will hand over all original documents, title deeds, death certificates of previous land owners, copy of all the owner's identity proof including PAN card, original porcha any other papers in regards to the said Schedule-A mentioned property etc. relating to the said premises to the Developer against proper receipt with date. Those documents will remain with said Developers till the formation of association of the flat owners. The owners shall also produce the original deeds, documents, papers relating to the said Schedule "A" mentioned property whenever and wherever required by the developer.

3.9. The Owner will be solely responsible for delivering the peaceful, vacant, well demarcated, physical possession of the

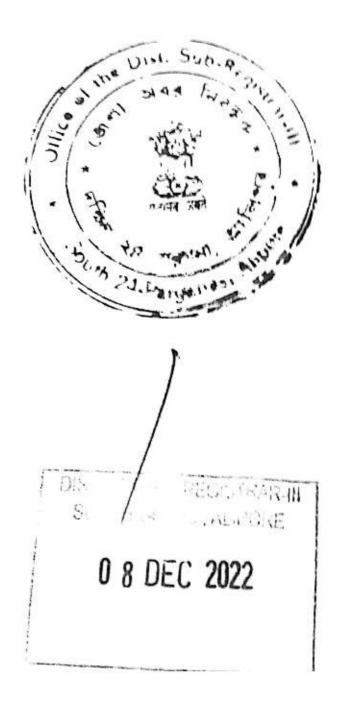


- said premises to the Developers free from all encumbrances whatsoever.
- 3.10 The Owner will extend all reasonable co-operation to the Developer for effecting construction of the new building.
- 3.11. The Developer is bound to handover Owner's allocation to the above named owners in complete condition.

ARTICLE - IV : DEVELOPER'S RIGHT:

- 4.1. The owners hereby grants exclusive right to the developer to build and complete the said multi storied building in the said premises and commercially exploit the developer's allocation for its gain without any obstruction and objection from the owners. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the Developer's allocation only at any price of its discretion and to receive advance/consideration in full thereof.
- 4.2. The Developer will be entitled to receive, collect and realize all money out of the developer's allocation without creating any personal liability of the owner.
- 4.3. The developer will be entitled to deliver the flats and spaces pertaining to the developer's allocation to the purchaser at its discretion

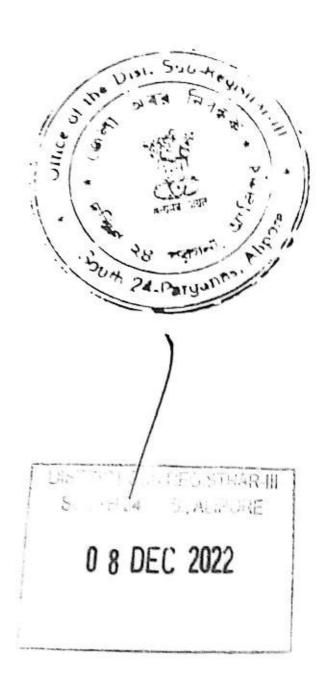




- The first product of the product of the statement of the
- 4.5 The Developer will be employed to make publicate and advertisement of all possible managers for the Newson of commercial and residential explications of the developer's allocation in the building
- 5. The Demention will adjust from the owner's allegation all the expenses it will bear for expenses of up to date tax. Exemplement of the said premises till the cereatives propers of the said premises till the exemplement of a clear marketable tale of the said premises.
- 4.7. The Developer and owners will have the right to exploit or transfer the proportionate land and other common areas moduling the roof open to the sky at its discretion.

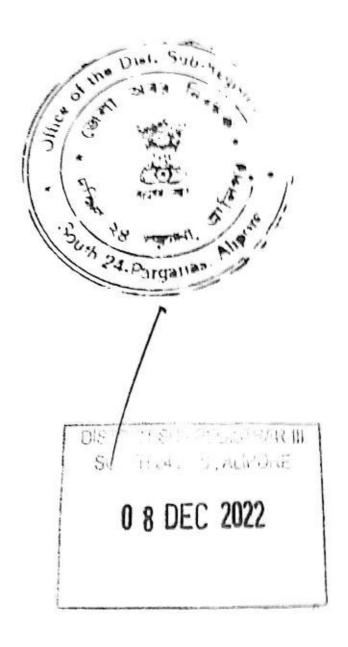
ARTICLE - V : DEVELOPER'S OBLIGATION:

5.1. The Developer will start the work for construction of the said new building as earlier as possible.



- 5.2. The Developer will deliver the Owner's allocation in complete habitable condition to the Owners within **24 months** from the date of starting construction work after demolition of existing structure.
- 5.3. The Developer will complete the Owner's allocation in terms of the specification annexed hereto.
- 5.4. The Developer shall construct the building with "A" graded standard materials available in the market.
- 5.5. The Developer will bear all cost and expenses arising out of the construction of the building, the owners have no liability for the same.
- 5.6. The Developer will take delivery of possession of the said premises, do construction of the said multi storied building and selling the developer's allocation only.
- 5.7. The Developer shall bear all tax liability to the concerned authority and/or other competent authority in respect of the said land from the date of getting possession of the said land till the completion of the building and/or handing over peaceful vacant possession to the owner.
- 5.8. The Developer shall construct the said new multi storied building with good quality materials.





ARTICLE VI: OWNER'S INDEMNITY:

the owners declare that the premises is free from all encumbrances whatsoever and the owners have full right and absolute authority to enter into this agreement with the Developer, no other person have any right, title, interest on the premises and there is no defect in the title.

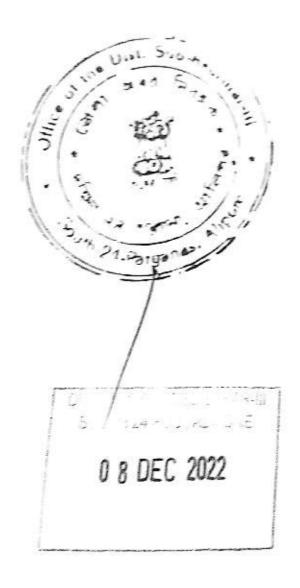
6.2 The owners declare that no other agreement whatsoever subsists in respect of the premises with any other person prior to execution of this agreement.

ARTICLE -VII: DEVELOPER'S INDEMNITY:

7 t. The Developers indemnifies the owners against all claims, damages, actions, suits and proceedings arising out of any acts of the Developers in connection with the construction of the building.

ARTICLE -VIII: COMMON RESTRICTIONS:

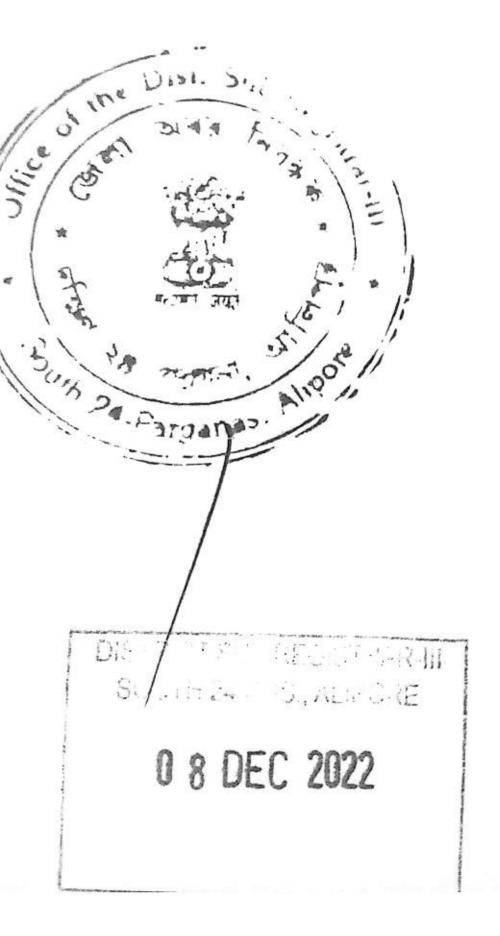
- 8.1. Neither party shall use or permit to use their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the building.
- 8.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building to be constructed.



- 8.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- 8.4. Neither party shall use or permit to use their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 8.5. Both parties will bear proportionate tax, maintenance costs, day to day expenditure of their respective allotments.

ARTICLE-IX: MISCELLANEOUS:

- 9.1. The owners and the Developer has entered into this Development agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- 9.2. Save and except this agreement no agreement and/or oral representation exists or will have any validity.
- 9.3. If the owners want to install any fittings as per their choice able products and in the event of any extra work in the Owners' Allocation the owners shall pay extra work charges to the developers for doing extra work.
- 9.4. That the Developers shall have right and liberty to demolish the existing building through it's man power and also



shall have right to sell the garbage/scrap and enjoy the selling price of said garbage/scrap.

9.5 After completion of the building to be constructed on and over the Schedule A mentioned land, all the owners of the said building shall take/install new Electric meter in their own names at their own costs and expenses.

ARTICLES-X: DELIVERY OF OWNER'S ALLOCATION:

10.1. Upon completion of the new building the Developers will serve a written notice upon the owners for taking delivery of possession of the owner's allocation within Sixty days from receipt of the notice and after providing owners allocation.

ARTICLE- XI: FORCE MAJURE:

11.1. The Developers will complete the owner's allocation within the stipulated period subject to the circumstances which may be beyond control of the Developers.

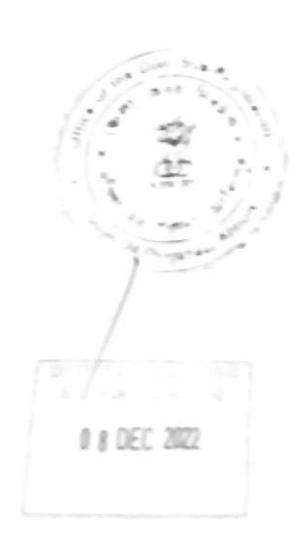
ARTICLE -XII: JURISDICTION:

12.1. The courts which have the territorial jurisdiction over the said premises will have the exclusive jurisdiction over this agreement.



FIRST SCHEDULE/SCHEDULE 'A' ABOVE REFERRED TO (DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 08 Chittacks 22 Sq.Ft. of land be the same or a little more or less but after proper physical measurement it is found that the area of the Property is 03 Cottahs 12 Chittacks 34.32 Sq.Ft. more or less together with an old dilapidated Building standing thereon which is lying and situated at Mouza – Bademashar, J.L. No. 31, Touzi No.246, 1516-1518 under C.S. Khatian No. 221, corresponding to R.S. Khatian No.220, Compriseds in C.S. Dag No. 198 under R.S. Dag No.108/782, 108/783, 108/784 within the local limits of the K.M.C. Premises No. Kolkata Municipal Corporation being 76, Gauranga Mandir Road, vide mailing Gourango Mandir lane, Kolkata- 700086 being Assessee No. 311011200763 under former Police Station- Tollygunge then Police Station- Jadavpur now Police Station- Patuli, Kolkata-700086 within the local registering



jurisdiction of Additional District Sub-registrar office at Alipore in the District of South 24 Parganas, along with right to pass and re-pass through over and under the K.M.C. Passage/road along with all rights, easements, appurtenances privileges and benefits attached to the said property more fully and particularly described hereinabove mentioned, which is butted and bounded by:-

K.M.C. Road. ON THE NORTH

100 & 101 No. G Block, Gauranga Mandir ON THE SOUTH

12 No. Gauranga Mandir Road/Lane, ON THE EAST 2 No. Gauranga Mandir Road/Lane ON THE WEST

SECOND SCHEDULE/SCHEDULE 'B' ABOVE REFERRED TO (ALLOCATION OF OWNERS)

Owner's Allocation shall mean Owners Shall be entitled to get total 50 % FAR of the multi storied building to be constructed on and over the schedule "A" mentioned property as per Sanctioned area (on the Ground Floor, First Floor and Second Floor area/portion at the South- East side shall be allocated to the owner) together with all common areas, spaces, facilities and amenities to be provided by the Developer time to time and the owner is also entitled to get a non refundable sum of Rs.9,20,000/- (Rupees Nine Lacs Twenty Thousand) only on

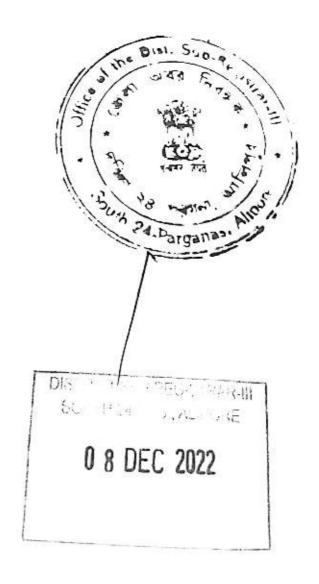


the date of registration of Development Agreement, power and several documents.

The Developer or his nominated person is liable to provide only one shifting charges during Construction work @ Rs. 10,000/-(Rupees Ten Thousand) only per month.

THIRD SCHEDULE/SCHEDULE 'C' ABOVE REFERRED TO (ALLOCATION OF DEVELOPER)

Developer's allocation Shall mean save and except Owner's Allocation i.e. remaining 50% portion of the total constructed area of the multi storied building proposed to be constructed (on the Ground Floor, First Floor and Second Floor area/portion at the South- West side shall be allocated to the Developer) at the said plot mentioned in the Schedule "A" hereunder written together with the proportionate share of right, title and interest in the common facilities, top of the roof shall be used as common and common amenities including the right to use therein upon construction of the building, together with the absolute right on the part of the Developer to enter into an Agreement for sale, transfer, lease rent or in any way to deal with the same as absolute owners thereof excluding the allocation of the Owners.



FOURTH SCHEDULE/SCHEDULE 'D' ABOVE REFERRED

TO

(Common, Rights and Facilities)

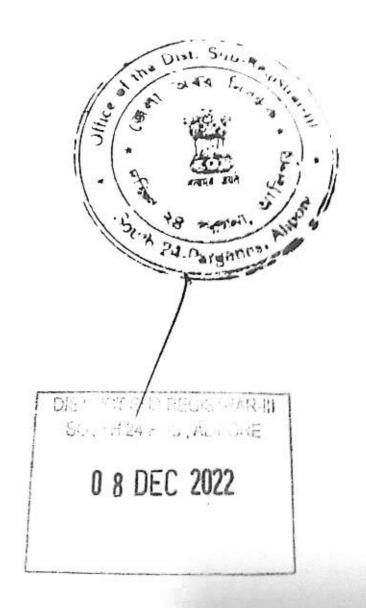
- 1. Electrical wiring and fittings and fixtures for lighting the common passages, entrance of the premises and on the SCHEDULE "A" premises.
- 2. The staircase leading from the Ground Floor to the roof of the building.
- The light points in the entrance of the building staircase, landings from the Ground Floor to the ultimate roof.
- 4. The overhead water reservoir to be connected with proper line through the flats.
- 5. The main water connection pipe, which comes from the overhead tank only to the Building.
- 6. The rain water pipes, drains, sewerages, septic tank, boundary walls and all sides passages in between and the boundary wall.
- 7. Main electric meter, pumps and switches fixed in the common areas.
- 8. Roof of the top floor of the building for fixing up T. V. & internet Antenna, repairing of overhead tank, drying clothes and any social function subject to the consent of the other flat Owners in General Meeting. Top of the roof shall be used as Common.



FIFTH SCHEDULE/SCHEDULE 'E' ABOVE REFERRED TO

(Common Expenses)

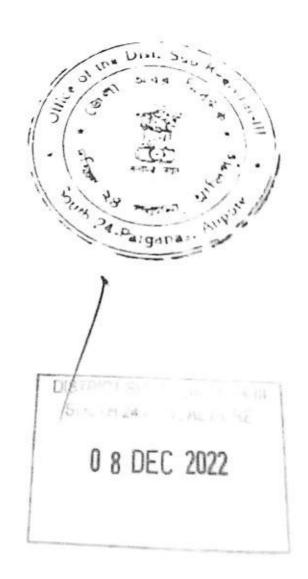
- 1. The expenses of maintaining, operation, repairing, decoration of the main structure and in particular exterior of the building, ultimate roof of the building and rain water pipes, water pipes and electrical wires as under or upon the building as enjoyed or used commonly by the intending Purchasers of the **SCHEDULE "A"** premises and the main entrance passages, landings, staircase, shall be enjoyed by the intending Purchaser/s and the Owners in common and the boundary wall of the building.
- The cost of cleaning and lighting of the passage, in CFL lamps landings, staircase and other portion of the building as shall be enjoyed by the Purchaser of the Developer's Allocation and the Owners.
- 3. The cost of salaries of all person employed for the common purposes including durwans, if any, sweepers, pump men, electricians caretaker and other employees, if any for the above said building during common enjoyment since possession common caretakers living rooms will be commonly shared at the ground floor with usual facilities.
- 4. All charges and deposit for supplies of common utilities to the co-owners in common.



- Municipality Tax, Water Tax if any and other levies in respect of the premises and the building have those are not separately assessed.
- Cost of formation and operation of the Association.
- Cost of running maintenance, repair and replacement of 7. pumps and other common installation including the license fees, taxes and other levies.
- Electricity charges for the electrical energy consumed for the operation of the common services.
- All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common
- 10. The office expenses incurred for maintaining an office for
- 11. All other expenses taxes rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owner in common including such account as be fixed for creating a fund for replacement, renovation, painting and/or partition repairing of the common portions.

ANTI Termite Treatment will be done from Earth cutting to plinth Level with complete work.

:: R.C. C. Frames and ISI TMT Type of Structure 1)



Durgapur Iron Road shall be used.

:: 75mm/125mm thick Cement brick outside surface cement plaster with Weather coat, paint, finish interior surface cement plaster and putty only.

:: Main rooms, toilets, Balcony vitrified tiles to floor (netco / Sommani) Size 2' x 2' and in Kitchen and toilets floor tiles size 12" x 12" toilets upto 6'- 0" height coloured tiles size 15" x 10" on the wall . KITCHEN: Cooking table granite 6' - 0" x 20" stainless steel sink 20" x 16", of appropriate size cooking

platform with coloured glazed titles.

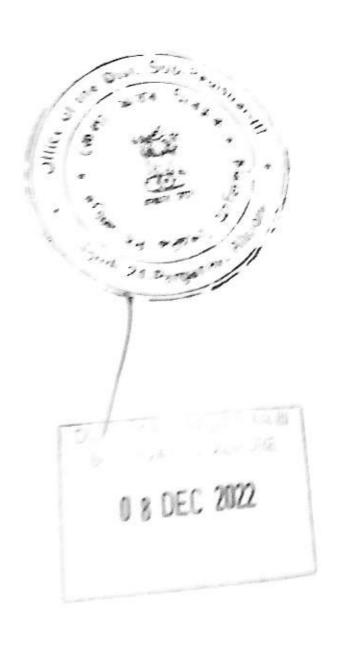
:: Main entrance door solid panel

ii) Interior Wall

Flooring

iii)

iv) Door



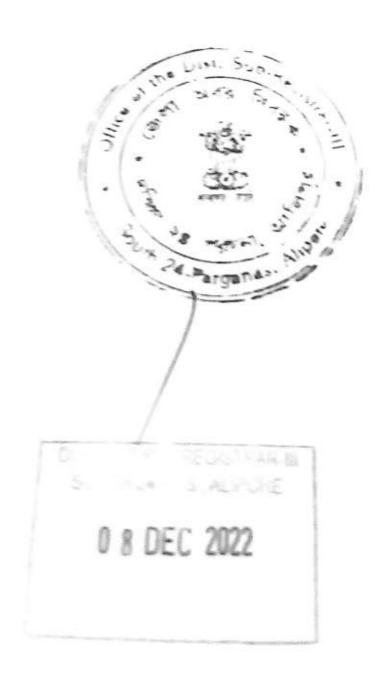
with polish other fittings
(Aluminium) for other bed rooms
doors will be of commercial flush
door with paints and aluminium
fittings. For toilets, kitchen Flush
door with aluminium fittings
(Chitkini, hatchbolt). Toilet Door
will be PVC Door.

:: All windows, Aluminium sliding
with transparent glass with Grill
and verandah railing upto 3'-0"Ft.
height other rooms to be fitted in
the transparent glass with
sliding.

Commode/Basin Hind Wear
complete set fitted 1 No. C.P.
Pillar cock, shower line with
standard bib cock / ESSCO
Jaquar, for one(1) toilet hot and
cold line and W.C.only cold line
complete with over head shower

v) Windows

vi) Toilet



and commode shower. Inside pipe line will be Concealed type.

vii) Electricals

:: M.C.B. Wire : Phinolex, Semi Modular Switch (Switch Brand will be anchor or Preeti).

a) Living Dinning

:: 2 ceiling fan points, 2 Nos. Wall mounted light points, 1 No. T.V. Point, 2Nos. light plug point(5 Amp) calling bell, 1 No. Power Plug point.

b) Bed Room

:: 1 ceiling fan point, 2 Nos. wall mounted light plug point (5 Amp) point 1 A.C. Point.

c) Toilet

: 1 wall mounted light point. 1

power plug point (15 Amp). 1

Exhaust fan point. 1(5 Amp) Plug

Point.

l) Kitchen

:: 2 light point in wall, 2 power plug point (15 Amp) 1 Exhaust fan point, 1 (one) Aqua Guard Point.



Additional Power

:: plug point (15 Amp) 1 for Refrigerator.

Balcony

:: 1Light point, 1plug point (5 Amp),

ix) Sanitary

f)

:: All soil lines are to be connected to underground drainage pipe termination in septic chambers since here is no sewerage system in the locality.

x) Water Supply

:: Kolkata Corporation Water supply
will be utilized by storing same in
underground water reservoir is to
be provided on the ultimate roof,1
(one) Electric pump to be provided
At ground level with a suitable
place for lifting water to overhead
reservoirs.

xi) FOR EXTRA WORK and / or fittings of whatsoever manner extra charges shall have to be paid by the PURCHASER, OWNER to the Developer on or before carrying out of the said extra work or works.

xii) It is also mentioned that the purchasers can take electricity connection through separate electric meter in their own names for their own use at their own costs and expenses. DISTRICT SUP REGISTRAN-III
SULTH 24 10 G. ALIPCINE

0 8 DEC 2022

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

SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of:

WITNESSES:

1. Kajari Whosh
Bliss Mantment HA Ulladanga Road Kolkala - 700004 Dhiman whomas Majumber Dhiman numas Majumber

2. Carpo do den

SIGNATURE OF THE OWNER

DUTTA PROPERTIES

Semilar Duba Proprietor

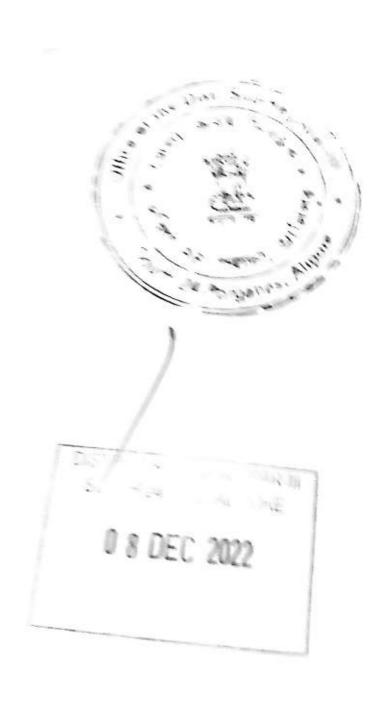
Drafted and Prepared by me;

SALIM AHAMED LASKAR

High Court at Calcutta, Kolkata-700001.

EN. NO.-WB/1586/2011.

SIGNATURE OF THE DEVELOPER



MEMO OF CONSIDERATION

the owner herein have received a Sum of Rs. 9,20,000/-Rupees Nine Lacs Twenty Thousand) only from the above mentioned Developers as per Memo Below:—

MEMO

Date	Ch.No.	Bank/Br.	Amount
07/12/2022	000001	Bank of Baroda	Rs. 4,60,000/-
07/12/2022	000002	Jadavpur Br. Bank of Baroda Jadavpur Br.	Rs. 4,60,000/-
		Total	Rs. 9,20,000/-

(Received Rupees Nine Lacs Twenty Thousand only)

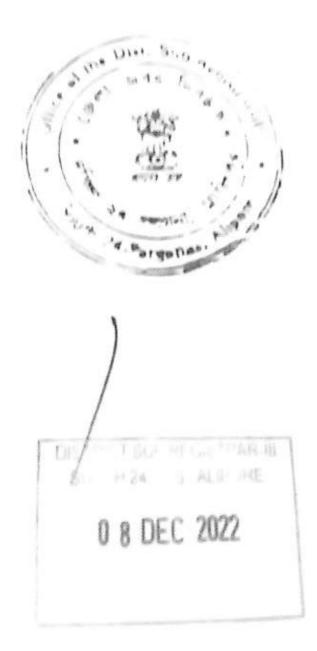
WITNESSES:

1. Kajar, Whosh Blies Apostment 11A VILadorga Road Kolkala - Facco4 Thigran Kumar Majumdor

2. Denish Touchere_ 1/D. Rosjon Roadsond

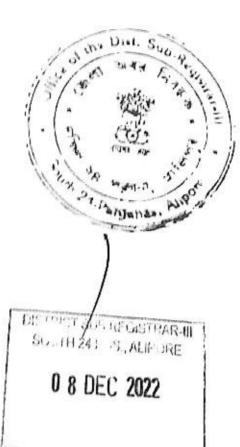
SIGNATURE OF THE OWNER





рното	left hand	Thumb	1st finger	middle finger ring	Magar brind larger	
Name	right hand					
NameSignature	***************************************					
		Thumb	1st finger	middle finger fir	ng finger small (linere.
	left hand					
Thisman Kumar Mox	p right					
Name Signature. Dhiman	Kumas	- Мохитье	or alia	8 Dhiman	LKumar	Majundor
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	ieft hand		***			artial linger
	right hand					
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्वासातिमाः व्याजपुत्र (भानातपुत्र BOALIA Raphy Sonatpur (M) Garia South 24 Parganas (এম) ঘটিয়া ঘটিৰ ১৪ ग्रामान, (मामातपूर, मन्द्रिम यत्र, Sonarpus West Bengal 100084 700084





Major Information of the Deed

vo Year	I-1603-18841/2022 1603-2003460298/2022	Date of Registration	08/12/2022		
gate	07/12/2022 4:47:51 PM	Office where deed is re			
policant Name, Address s Other Details	SALIM AHAMED LASKAR	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas			
Fransaction	1700001, Mobile No.: 9830672779	7 - In the Court	da, WEST BENGAL, PIN -		
[0110] Sale, Development A	greement or Construction	Additional Transaction			
agreement Set Forth value	дополистоп	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4311] Other than Immovable Property, Receipt [Rs : 9,20,000/-]			
ISEM MAIN TAILO	使唱用意思	Market Value			
Stampaury Poid(SD)		Rs. 35,52,902/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,021/- (Article:48(g))		Rs. 9,253/- (Article:E, E,	, B)		
Remarks ar	Received Rs. 50/-{FIFTY only) firea)	from the applicant for issuing the assement slip.(Urba			

Land Details:

District: South 24-Parganas, P.S.- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gouranga Mandir Road, , Premises No: 76, , Ward No: 101 Pin Code: 700086

Sch	Control of the Contro	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 12 Chatak 34.32 Sq Ft			Property is on Road Adjacent t Metal Road,
1	Grand	Total:			6.2662Dec	0 /-	34,17,902 /-	-

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,35,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

1	Total:	500 sq ft	0 /-	1,35,000 /-	

arrend Details:

Name	Photo	Finger Print	Sagnature
DHIMAN KUMAR MOZUMDOR, (Alias: DHIMAN KUMAR MAJUMDER) Son of Late PRAFULLA MOZUMDOR Executed by: Self, Date of Execution: 08/12/2022 Admitted by: Self, Date of dmission: 08/12/2022, Place Office			Uniman Kumardysjemsor
	08/12/2022	£11 08/12/2022	08/42/2022

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
Ι',	DUTTA PROPERTIES G/10, BAPUJINAGAR, City:- Not Specified, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, PAN No.:: CMxxxxx9H,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

33xxxxxxxx7693, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022

, Admitted by: Self, Date of Admission: 08/12/2022 ,Place: Office

Representative Details:

Name	Photo	Finger Print	Signature
SRINJAY DUTTA (Presentant) Son of TARUN DUTTA Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office			Soinjay Dutta
	Dec 8 2022 4:06PM	LTI 08/12/2022	08/12/2022

Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CMxxxxxx9H, Aadhaar No: 30xxxxxxxx1798 Status : Representative, Representative of : DUTTA PROPERTIES (as Proprietor)

No. No.			
over dentifier Details :			
Name SAJAHAN LASKAR	Photo	Finger Print	Signature
is, portate ABU OBEDA LASKAR BOALIA, City - Not Specified, P.O:- BARIA, P.S:-Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700084		Manual frances	System Wha
dentifier Of DHIMAN KUMAR MOZUN	08/12/2022	08/12/2022	08/12/2022

Tran	sfer of property for L	1	
4	From	To. with area (Name-Area)	
1	DHIMAN KUMAR MOZUMDOR	DUTTA PROPERTIES-6.26615 Dec	
Trans	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
	DHIMAN KUMAR MOZUMDOR	DUTTA PROPERTIES-500.00000000 Sq Ft	

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

findian Stamp Act 1899

ple under rule 21 of West Bengal Registration Rules 1962)

Julian Stamp Act 1899.

Activities number 48 entation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1962)

Presented for registration at 14:45 hrs on 08-12-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by certificate of Market Value(WB PUVI rules of 2001)

0022

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 08/12/2022 by DHIMAN KUMAR MOZUMDOR, Alias DHIMAN KUMAR MAJUMDER, Son of the PRAFULLA MOZUMDOR, 13 COURANGA MAJUMDER, Son of Late PRAFULLA MOZUMDOR, 13, GOURANGA MANDIR LANE, BAGHAJATIN, P.O: PATULI, Thana: Patuli., South 24-Parganas, WEST BENGAL India DIM 700086 https://doi.org/10.1008/10. 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Retired Person Indetified by SAJAHAN LASKAR, ... Son of Late ABU OBEDA LASKAR, BOALIA, P.O: GARIA, Thana: Sonarpur, ...

South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Muslim, by profession Advocate Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 08-12-2022 by SRINJAY DUTTA, Proprietor, DUTTA PROPERTIES (Sole Proprietoship). G/10, BAPUJINAGAR, City:- Not Specified, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092

Indetified by SAJAHAN LASKAR, . . Son of Late ABU OBEDA LASKAR, BOALIA, P.O: GARIA, Thana: Sonarpur, . South 24-Parganas, WEST BELLOW, Son of Late ABU OBEDA LASKAR, BOALIA, P.O: GARIA, Thana: Sonarpur, . South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Muslim, by profession Advocate Payment of Fees

Certified that required Registration Fees payable for this document is Rs 9,253.00/- (B = Rs 9,200.00/- E = Rs 21.00/-H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 9,221/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govi. of WB Online on 08/12/2022 2:16PM with Govt. Ref. No: 192022230207578778 on 08-12-2022, Amount Rs: 9,221/-, Banks SBI EPay (SBIePay), Ref. No. 9009536525113 on 08-12-2022, Head of Account 0030-03-104-001-16 Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00 Description of Stamp

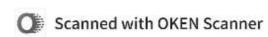
1. Stamp: Type: Impressed, Serial no 11121, Amount: Rs.100.00/-, Date of Purchase: 11/11/2022, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 08/12/2022 2:16PM with Govt. Ref. No: 192022230207578778 on 08-12-2022, Amount Rs: 6,921/-, Ban SBI EPay (SBIePay), Ref. No. 9009536525113 on 08-12-2022, Head of Account 0030-02-103-003-02



Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24 **PARGANAS**

South 24-Parganas, West Bengal



Ceromeate of Reuletration under section 60 and Rule 69. Registered in Least 2022, Page from 633874 to 633917 Velonie number 1663 2022, Page from 633874 to 633917 Registered in Book - I peng No 160318841 for the year 2022.

or market

machine



Digitally signed by Debasish Dhar Date: 2022.12.27 17:06:03 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/12/27 05:06:03 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)

27/12/2022 Query No:-16032003460298 / 2022 Deed No :I - 160318841 / 2022, Document is digitally signed.