

2390/2024

I-02387/202



प्रश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 385027

Certified that the Document is Admitted to Registration. The Endorsement Sheet/Sheets Attached with this Document are part of this Document.

[Signature]
Additional District Sub-Registrar
Barasat, North 24 Parganas

10 MAY 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 10th day of May
Two thousand Twenty Four (2024) in the Christian Era.

সন ও তারিখ -

ক্রেতার নাম -

সাকিন -

স্ট্যাম্প মূল্য -

ভেদার -

বারাসাত কোর্ট, উত্তর ২৪ পরগণা

ভেদার - শ্রী হারান চন্দ্র মাহু

টি.ডি. নং 2 MAY 2024

তারিখ 1300000

মোট স্ট্যাম্প মূল্য -

স্ট্রিকারী অফিস - বারাসাত

09.05.2024

Sabuj Kumar Ray

Shantinagar, Harichypr



Additional District Sub-Registrar
Barasat, North 24 Parganas

10 MAY 2024

Kram Ghosh (RXT1675495)

- Subanta Ghosh

2 P.O. - Bhagyabante Pur

S - Shasan

+ - North 24 Pgs.

- 700128

(2)

BETWEEN

SRI RAJARSHI GHOSAL, PAN-ANOPG9772G, VOTER ID. CKW3210457, AADHAAR NO. 6038 7431 0695, son of Late Prasanta Kumar Ghosal, residing at Udayrajpur, P.O. Udayrajpur, P.S. Madhyamgram, District North 24 Parganas, Kolkata-700129, by Nationality- Indian, by faith- Hindu, by occupation- Advocate, hereinafter referred to and called as the **LAND OWNER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

"DIMENSION 369" PAN-AAUFD8743M a Partnership firm having its' Principal place of Business Cum Office at Shantinagar, Udayan, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata - 700127 represented by its partners **1. SRI SABUJ KUMAR ROY**, PAN-AGHPR4992D, VOTER ID. RQL1883941, AADHAAR NO. 6642 5797 8391 son of Late Mahananda Roy, residing at Shantinagar, Hridaypur, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata-700127, by faith - Hindu, by occupation - Business, by Nationality - Indian **2. SRI DULAL HALDER** PAN-ACGPH2301H, VOTER ID. YCW1786136, AADHAAR NO. 8991 8813 3736 son of Late Bhupendra Nath Halder, residing at Gandhi Pally, P.O. Kora Chandigarh, P.S. Madhyamgram, District North 24 Parganas, Kolkata - 700129, by faith - Hindu, by occupation - Business, by Nationality - Indian, **3. SRI**

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SAMAR SARKAR PAN-CPSPS6672F, VOTER ID. CKW2963494, AADHAAR NO. 7596 8486 7372, son of Late Sarat Chandra Sarkar, residing at Hridaypur, P.O. Hridaypur, P.S. Barasat, District North 24 Parganas, Kolkata - 700127, by faith - Hindu, by occupation - Business, by Nationality - Indian hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest legal representatives and assigns) of the **OTHER PART.**

WHEREAS one Amio Bhusan Bhattacharyya, Nirod Baran Bhattacharyya, Ahindra Bhusan Bhattacharyya, Barid Baran Bhattacharyya and Timir Baran Bhattacharyya jointly purchased a piece or parcel of land measuring an area of 44 decimals be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas by way of a registered Deed of Sale being No. 10945 dated 12.11.1962 registered at S.R.O. Barasat the said deed duly copied in Book No. 1, Volume No. 156, pages from 89 to 95 for the year 1962 from Satya Bala Ghosh, Hem Bala Ghosh, Kamala Bala Ghosh and Kalipada Ghosh.

AND WHEREAS one Jharna Ghosal and Prasanta Kumar Ghosal jointly purchased a piece or parcel of land measuring an area of 2 cottahas 21 sq.ft. be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza

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Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas by way of a registered Deed of Sale being No. 583 dated 12.02.1996 registered at A.D.S.R.O. Barasat the said deed duly copied in Book No. 1, Volume No. 3, pages from 391 to 398 for the year 1996 from Amio Bhusan Bhattacharyya, Nirod Baran Bhattacharyya, Ahindra Bhusan Bhattacharyya, Barid Baran Bhattacharyya and Timir Baran Bhattacharyya.

AND WHEREAS said Jharna Ghosal and Prasanta Kumar Ghosal also jointly purchased a piece or parcel of land measuring an area of 1 cottahas 10 chittacks 37 sq.ft. be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas by way of a registered Deed of Sale being No. 4765 dated 06.12.1996 registered at A.D.S.R.O. Barasat the said deed duly copied in Book No. 1, Volume No. 77, pages from 109 to 118 for the year 1996 from Amio Bhusan Bhattacharya and four others.

AND WHEREAS by way of such purchase said Jharna Ghosal and Prasanta Kumar Ghosal were the joint owner of a piece or parcel of land 3 cottahas 11 chittacks 13 sq.ft. be the same a little more or less comprised in R.S. Dag No. 710, R.S. Khatian No. 564, lying and situated at Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram formerly Barasat, District North 24 Parganas.

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AND WHEREAS while said Jharna Ghosal and Prasanta Kumar Ghosal siezed and possessed the said land they recorded their names in L.R. Records of Rights being L.R. Khatian No. 2676 & 2677 respectively and also mutated in the Madhyamgram Municipality Ward No. 12, Holding No. 17/2, School Road (Uttarpara) and constructed one storied building thereon.

AND WHEREAS after that said Prasanta Kumar Ghosal died on 13.10.2022 and said Jharna Ghosal died on 14.04.2023 intestate leaving behind their only son i.e. the land owner herein as their only legal heirs and successors and he got the said property by way of inheritance as per Hindu Succession Act. 1956.

AND WHEREAS now the land owner intend to develop the under first schedule property measuring an area of **3 cottahas 11 chittacks 13 sq.ft.** be the same a little more or less by raising construction of MULTI storied building in accordance with the sanctioned building plan but due to lack of experience they could not proceed further and finding no other alternative but to decide to appoint **DEVELOPER** who will be able to undertake the aforesaid job. The land owner has expressed their desire to construct a MULTI storied building upon the Schedule land which is free from all sorts of encumbrances, liens, charges, lispendents, attachments to the Developer herein at the Developer's costs and expenses and under some mutual terms and conditions subject to the sanction of the building plan by the concerned appropriate authority. The mutual terms and conditions are as mentioned below. **The Developer** accepted the proposal of the

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land owner for construction of the said MULTI storied building at its own costs and expenses in accordance with the sanctioned building plan.

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

1. **DEFINITION:** unless there is anything repugnant to the subject or context.
 - (a) **LAND OWNER:** shall mean **SRI RAJARSHI GHOSAL** and his legal heirs, executors, administrators and assigns and legal representatives.
 - (b) **AMALGAMATED LAND/AMALGAMATED PROPERTY:** shall mean the said land/or the said property with other surrounding or adjacent land or lands and or properties already acquired and/or so may be acquired by the Developer and amalgamated and or adjoined with said land and or said property by the Developer in future.
 - (c) **BUILDING:** shall mean multi storeyed building or buildings as to be constructed according to the sanctioned Plan or Revise Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality and the said land described in the first schedule hereunder only and/or the said amalgamated land as stated herein above.
 - (d) **PREMISES/AMALGAMATED PREMISES:** shall mean the official identity of the collective form or the said amalgamated land with one or more building collectively.

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- (e) **DEVELOPER:** shall mean "**DIMENSION 369**" a partnership firm and its' partners for the time being and their representatives, legal heirs, executors, administrators, representatives and assigns.
- (f) **LAND OWNER'S ALLOCATION:** the land owner shall be entitled to get morefully and particularly mentioned in the Second schedule of this agreement.
- (g) **DEVELOPER'S ALLOCATION:** Developer's allocation shall mean always mean the rest of the portion of the flat/ shop/garage/ godawn etc. with and or all other portion of the building of the said premises as per constructed area alongwith undivided proportionate share of land and the common areas and facilities of the building and premises as fully and particularly mentioned in the third schedule of this agreement.
- (h) **COVERED AREA:** shall mean and include the built up area measured at floor level of any unit taking the external dimension of the unit including the built up area of Balconies/Verandahs save and excepting the walls separating one unit from other of which 50% only to be added and the proportionate share of common are comprising the building.
- (i) **COMMON AREAS AND FACILITIES:** common areas and facilities including the land on which the building is located and all easement rights, appurtenances, belonging to the land and the building the foundation, columns, supports, main walls roof or

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trace, stair case, lift and entrance and exist of the building, installation of the common services, such as power light, water tank, pump, motor and in general all apparatus and installations existing for common use, all other parts of the property necessary or convenient to its existence maintenance and safety or normally in common use from time to time.

(j) **COMMON EXPENSES:** common expenses means expenses of administration, maintenance, repair or replacement of the common area and facilities.

(k) **COMMON PURPOSE:** common purpose mean and include the purpose of managing, maintaining up keeping, administrating and security of the building and the particulars the common areas installations and facilities rendering of common services in common to the unit purchasers/holders collection and this disbursement of the common expenses and dealing with the matters in all of common interest of the occupants of the building.

2. This agreement shall be deemed to have been commenced on and with effect from the date, month and year first above written.
3. The Land owner shall hand over vacant and peaceful possession of the land to the Developer to construct a multi storeyed building on the said plot of land according to sanction building plan which is to be approved and sanctioned by the local Madhyamgram Municipality and/or any other competent authority at costs and expenses of Developer and the land owner shall deliver full and

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vacant possession of the said land to the Developer at the time of obtaining the sanctioned Plan and also hand over Xerox copies of title Deed and relevant papers and documents to the Developer and the original papers and documents relating to the said property present before any authority if required by the land owner.

4. The Developer shall obtain the sanctioned building Plan or modified if necessary for construction of the said proposed multi storeyed building on the said plot of land at their own costs and in that connection the land owner will sign papers, Plan and all applications as required for getting the Plan sanctioned or modified from the appropriate authority in accordance with Law. If the constructed area increase and/or decrease due to aforesaid modification of sanctioned plan, the land owner allocation shall be increase and/or decrease.
5. The Developer shall complete the construction of the said multi storeyed building within **24 (twenty four) months** from the date of plan sanctioned by Madhyamgram Municipal authority. In case of any natural calamity which is beyond the control of the Developer then the Developer shall get a further period of 6 (Six) months as grace for completion of the said construction work beyond which no time shall be extend in any case. The Developer shall sign all papers alongwith possession letter/letters as per requirement of the land owner, simultaneously with handing over possession to the land owner.
6. The Developer shall pay the Municipality and other Govt. rent and taxes from the date of handing over the possession by the land owner upto repossession to the land owner.

7. The developer shall be at liberty to negotiate for sale lease, mortgage, transfer of the only Developer allocation with any prospective purchaser or purchasers in course of construction or after the construction togetherwith proportionate share of land on which the said multi storeyed building will be constructed, at such consideration and on such terms and condition with such person or persons as the Developer think fit and proper and the land owner will at the request of the Developer execute and register the Deed of conveyance or conveyances in respect of the Developer allocation if necessary to and in favour of the person or persons of the Developer. The Developer deliver possession on completion of the land owner allocation in good and habitable condition in the new building togetherwith all rights in the common portion and common amenities and facilities.
8. The land owner shall execute a Registered Development Power of Attorney empowering the Developer or her Agent to execute all such agreement for sale/Sale or transfer for and on behalf of the land owner concerning the Developer's allocation exclusively of the said multi storeyed building alongwith the proportionate share of land in the said premises. It is agreed by and between the parties hereto that the Developer shall not henceforth use the aforesaid Power of attorney for selling land owner's allocation as written in the second schedule herein below. The Land owner shall not revoke the said Development Power of Attorney during the subsistence of this agreement.

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9. The land owner hereby declared and confirmed the Developer that he is absolute owner and in khas possession to the landed property described in the first schedule hereunder written and have good and marketable title free from all encumbrances, charges, mortgage, attachment, liens, lispens and adverse claim. There is no agreement with any person or persons and if any discrepancy be found any time in regards of the title being good and marketable and free from all encumbrances, charges, mortgage, attachment, liens, lispens and adverse claim, it shall be the sole responsible of the land owner to make the title good, clear and marketable in accordance with law and difficulty even in such case then the Developer shall call up the land owner to rectify the same within reasonable period.
10. The land owner shall have no right or power to terminate this agreement till the period, provided the Developer does not violate any of the terms and conditions contained in this agreement but the land owner may terminate this agreement if he see any unnecessary delaying in their construction work and he will take any kind of legal action.
11. The Developer shall at their own costs construct, erect and complete the said MULTI storied building including the land owner's allocation in accordance with the sanction building plan and complying with all rules and regulations of all statutory body or bodies provided the Developer exclusively shall be sole responsible for committing violation of any laws, rules and regulations thereof.

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12. The Developer shall be at sole liberty to engage various professional like legal adviser, Architect, R.C.C Consultant and/or Contractors which so ever as their choice who shall take steps on behalf of the Developer from time to time and the Developer shall be responsible for making payments to each and every one of them. The land owner shall have no responsibility for making payments to any of them either during the construction period and/or after completion of the construction or at any point of time and even if any local hazards arise during construction then the Developer shall solve the same at its own costs and expenses. It is agreed between the parties that the land owner will have every right to engage various professional like legal adviser, Architect, R.C.C Consultant of their choice and also land owner good suggestion to the Developer.
13. The Developer shall be authorized by the land owner in so far as is necessary to apply for and obtaining of permanent connection of electricity, drainages, sewerage and/or other facilities to the new building and other inputs and facilitates required for the purpose and for which the land owner will execute in favour of the Developer all sorts of papers and documents at the costs of the Developer as shall be required by the Developer.
14. The Developer shall install, erect the building at Developer's own costs and expenses including water pump, twenty four hours water supply arrangement, over head reservoir,

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electrification, permanent electric connection from the **WBSEDCL** and until permanent electric connection is obtain temporary electric connection shall arrange and provide of the said building. The land owner will bear costs and expenses for installation of separate individual electric meter in his allocated portion as per the **WBSEDCL** norms.

15. All costs, charges and expenses including fees payable to the Architect shall be discharged and paid by the Developer and the land owner will have no liability, responsibility in this context to the Architect in any manner whatsoever.
16. The land owner will not do any act, deed of things whereby the Developer may be prevented from lawful construction and completion of the said building in the time and sale of their flats/units etc.
17. The land owner do hereby agrees with the Developer not to let out, sell, grant, lease, mortgage and/or charges or not to make any agreement for any purpose save and except the land owner's allocation from the date of execution of this agreement and it is further agreed that the land owner will be entitled to transfer or otherwise deal with her allocations in the building in the manner as the land owner shall deem fit and proper at any time without taking any prior and/or subsequent permission in any manner from the developer herein and also the Developer shall not put in any way interfere with or disturb the quiet and

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peaceful possession along with right to transfer land owner's allocation by the land owner.

18. In the event of death of the land owner then the legal heir/heirs of the deceased land owner shall have every right regarding about the construction works and he/she/they has/have no right or power to terminate this agreement and also have no right to change any clause of this agreement till the period and the same condition is also applicable in case of death of the Developer.
19. The Developer have sole right to transfer, lease, mortgage and even they can made the Registry of their allocated portion to any person or persons at its own discretion as per terms and conditions of this agreement and in that case the land owner shall have no right to interfere disturb/prevent the Developer in any manner as the Developer have full power to take any action as they will deem fit for their portion.
20. That the land owner will grant to the Developer a Development Power of Attorney as may be required for the purpose of obtaining of sanctioned plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Municipality and other authorities.
21. It is agreed that in the event of any damage or injury arising out from accidents for careless of the Developer and

subsequently victimizing such work men or any other persons whatsoever or causing any harm to the property during the course of construction, the Developer shall bear the responsibility and liability thereof and shall keep the land owner, her estate and effect safe and harmless and indemnify against all suits, cases, claims, demands rights and actions in respect of such eventualities.

22. That the land owner with or without her architect/architects shall have every right to supervise the construction of her allocation and if any objection is made on the part of the land owner then the developer shall do the work to rectify in respect of objection relating to construction within a reasonable time.
23. The Developer hereby agrees and covenants with the land owner not to do any act, deed thing whereby the land owner is prevented from enjoying, selling assigning and/ or disposing of any land owner's allocation in the building at the said premises.
24. The developer shall not transfer and/or assign the benefits of this agreement to any third parties without the written consent of the land owner, not to create any liabilities upon the land owner and also not disturbing the allocation of the land owner.
25. That the Developer shall defend, possess, manage and maintain the said premises including the construction of the proposed new building at its own costs.

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26. Nothing in these presents shall be construed as a demise or assignment on conveyance in law of the said premises or any part thereof to the developer by the land owner or so creating any right title or interest in respect of the said land unto and in favour of the developer hereto either than the exclusive licence or right in favour of the Developer to do the acts, deeds and things expressly provided herein as well as stated in the agreement or development so given by the land owner to the Developer hereof for the purpose mentioned therein.
27. Any notice required to be given by the land owner to the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Developer if delivered by hand and duly acknowledged or sent by registered post with due acknowledgment and shall likewise be deemed to have been served on the land owner by the Developer at above noted address.
28. The Developer and the land owner will mutually frame scheme for the management and the administration of the said building and/or common parts thereof after the completion of the said building.
29. **THE COMMON AREAS AND FACILITIES SHALL CONSIST OF THE FOLLOWING:-**
- (a) The land on which the building will be constructed with all easements rights and appurtenances to that land and building.

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(b) The foundations, columns, girders, beams, roofs, slabs, supports, main walls, stair case, lift and stair ways, entrance, exit and passage.

(c) Water tanks, pumps, electric motor, sewerage and water pipe line and all such apparatus for common use.

(d) Installation of common services which may be specially provided in the schedule.

(e) The roof or house top of the building shall be exclusively owned and possessed by the Land owner and other Flats owners commonly.

- 30.** Common area and facilities shall remain undivided and as no owner of any portion of the building shall be entitled to bring any action of suit for partition or division on any part thereof.
- 31.** That the land owner shall be entitled to use the common areas and facilities with all other Co-Owners of the building without hindering or encroaching upon the lawful rights of the other Co-Owners, further the land owner or occupiers of the flats shall not place or caused to be placed in the lobbies, vestibules, stair-ways, corridors and other area and facilities both common and restrict of any kind and such areas shall be used for the other purposes then for normal transit through them.
- 32.** The land owner will not be liable of any income tax, wealth tax or any other taxes in respect of the Developer's allocation and

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Developer shall be liable to make payment of the same and keep the land owner indemnified against all actions suits proceedings, cost charges and expenses in respect thereof.

RESTRICTION

33. The land owner's allocation in the proposed building shall be subject to the same restrictions and so far applications applicable to the Developer allocation in the building intended for common benefits of all occupiers of the building.
34. Neither party shall use nor permit the area of the respective allocations in the building nor any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity or use thereof for any purpose which may cause any hazard to the other occupiers of the building and/or the neighbouring people.
35. Both parties shall abide by laws, byelaws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and the responsibility for any division, violation and/or breach of any of the laws, bye-laws and regulations.
36. The name of the proposed building is **TAPASYA APARTMENT.**
37. Court of jurisdiction over the property shall have jurisdiction to enter by try all actions, suits, proceedings arising out of this agreement.
38. The Developer will pay Rs. 7,000.00 only every month for

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accommodation in favour of the Land owner herein from demolishing of the said building until the possession and hand over of the owner's allocation.

39. However if any disputes and differences between the parties arises out of the meaning, construction or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each of the parties, who shall act as joint Arbitrators, and they shall jointly appoint an Umpire. All Arbitrators will act in terms of The Arbitration and Conciliation Act 1996.

LIQUIDATED DAMAGES AND PENALTY

40. In the event of the land owner committing breach on any of the terms and conditions herein contained or compelling the Developer to make delay to develop the land, the Developer shall be entitled to sue in any court of the law against the land owner to get payment for the same damage and expenses/ compensations for any excuse of constructional costs due to increase of price of raw materials or labour and shall be liable to pay such reasonable losses and compensation as shall determined by the Architect of the Developer in accordance with law subject to condition that this clause shall have no effect, if delay is caused by the land owner due to fault of the Developer.

41. Intstallation charge of Transformer shall not be borne by the land owner.
42. Land owner shall have no objection if the Developer entered into separate agreement with the other adjacent land owner/s.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an area of **3 cottahas 11 chittacks 13 sq.ft.** be the same a little more or less alongwith one storied cemented flooring residential building thereon measuring 2200 sq.ft. comprised in **P.S. Dag No. 710, L.R. Dag No. 2045, R.S. Khatian No. 564, L.R. Khatian No. 2676** (in the name of **Jharna Ghosal**) & **L.R. Khatian No. 2677** (in the name of **Prasanta Kumar Ghosal**) lying and situated at **Mouza Udayrajpur, J.L. No. 43, Re.Su. No. 6, Touzi No. 146, P.S. Madyamgram** formerly Barasat, District North 24 Parganas within the local limits of Madhyamgram Municipality Ward No. 12, Holding No. 17/2 School Road (Uttarpara), Kolkata-700129, under the jurisdiction of A.D.S.R.O. Barasat.

BUTTED AND BOUNDED BY:-

ON THE NORTH : Plot No. 3 & 7 of R.S. Dag No. 710

ON THE SOUTH : 13ft wide Road.

ON THE EAST : Plot No. 6 of R.S. Dag No. 710.

ON THE WEST : 13ft wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(LAND OWNER'S ALLOCATION)

The land owner herein shall be entitled to get one 3BHK tiles flooring flat on the First Floor front side measuring carpet area 850 sq.ft. having super built up area 1100 sq.ft. and one Garage on the Ground Floor measuring an area 200 sq.ft. **TOGETHER WITH** undivided proportionate share of the land and common areas, lift, stair, staircase, lobby, top roof and facilities.

And also shall be entitled to get Rs. 30,00,000.00 (Rupees Thirty Lakhs) only out of which Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only will get at the time of execution of this agreement and balance Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only will get within 12 months on and after sanctioned plan from the Madhyamgram Municipality.

The Developer shall give possession letter to the land owner's according to their allotment as mentioned herein.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

The Developer will be entitled to get all Parts and portions of the proposed multi storeyed building and the said land fully described in the first schedule **TOGETHER WITH** undivided proportionate share of the land and common areas and facilities save and except the land owner's allocation as mentioned in the Second Schedule above referred.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(MATERIAL TO BE USED)

1. **STRUCTURE:** Building Designed with R.C.C Frame structure rests on individual column foundation as per structural design approved by the competent Authority.
2. **EXTERNAL WALL:** 5" thick brick wall and plastered with Cement wash.
3. **INTERNAL WALL:** 5" thick brick wall and Plastered with Cement Mortar to be finished with putty.
4. **DOORS:** All door frames of the door in the flat shall be made of sal wood. All the doors are made as laminated flush doors.
5. **WINDOW:** Aluminium sliding window frame fitted by glass with standard quality Grill.
6. **KITCHEN:** Cooking platform and sink will be black stone and 2'-0" height white Glazed Tiles above the platform to protect the oil spot. One C.P. bib cock point will be provided.
7. **SANITARY FITTING:** One Indian Type pan or comode make with standard low down cystem plumbing fittings and two C.P Bib-Cock and one shower point in bath with 5' height white Glazed tiles from floor level. These toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are made of highdensity standard pipes. All the sanitary lines to be connected with Septic tank and waster water lines with the drain source. If there is any need of geyser, extra payment to be borne by land owner.

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8. W.C: one English white commode with lowdown PVC cystem, Two C.P Bib-Cocks and 5'-0" height Glazed tiles (white) to be provided. Apart from above, extra payment to be paid for extra works by the purchaser.

9. WATER : 24 hours water facility through O.H Tank from the source of Deep tube well which installed inside the Apartment compound.

10. FLOORING: All the Floor are finished with vitrified floor tiles with 4" skirting.

11. GRILL: Standard quality of Grill shall be fixed at Balcony/ Verandah upto 3'-0" height only.

Shop: cemented floor, one shutter, inside plaster, lime wash and three electric point each.

12. ELECTRIFICATION:

BED ROOM 2 (Two) Light points.
 1 (One) Fan point.
 1 (One) plug point (5AMP)
 onlyone AC point in one bed room

DINING AND DRAWING ROOM:

2 (Two) Light points.
1 (one) Fan point.
1 (one) plug point (5AMP)
1 (one) power plug point.
1 (one) TV point.

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1 (one) fridge point.

1 (one) inverter.

VERANDAH/BALCONY:

1 (one) light point.

KITCHEN:

1 (one) light point.

1 (one) Exhaust Fan point.

1 (one) power plug point (15 AMP)

TOILET:

1 (one) light point.

1 (one) Exhaust Fan point.

1 (one) 15Amp. Plug point.

CALLING BELL:

1(one) calling bell point at the main entrance.

AND

13. PAINTING:

a) Inside wall of the flat will be putty and external wall with weather coat or equivalent.

14. LIFT: Lift installed in the building.

ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION.

(a) The extra work may be done subject to architect's prior approval and money will be deposited in advanced.

(b) The decision of developer will be final in respect of the extra specification of the proposed building.

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IN WITNESSES WHEREOF we the aforesaid parties of this agreement have put out respective hands and seals, the day, month and year first above written.

SIGNED SEALED AND DELIVERED

IN PRESENCE OF

WITNESSES :-

1. *Bikram Ghosh*
Barasat Court.

2. *Priyanka Ghosal*
W/o Rajarshi Ghosal
Udayrajpur, Nadhiyagram
Kol - 700129.

Rajarshi Ghosal

Signature of the Land owner

Drafted and Prepared By:-

Asish Kumar Ghosh,
(Adv)
Advocate,

Barasat Judges' Court
Asish Kumar Ghosh
Advocate
Barasat Judges' Court
F-1716/1941 of 2009

Computer Typed By :-

Bidyut Kumar Haldar
(Bidyut Kumar Haldar)

Barasat.

DIMENSION 369
Sabuj Kumar Roy
Partner

DIMENSION 369

Bilal Haldar
Partner

DIMENSION 369

Suman Sarkar
Partner

Signature of The Developer

(26)

MEMO OF CONSIDERATION

RECEIVED Rs. 15,00,000.00 (Rupees Fifteen Lakhs) from the Developer by following manner:

Date	Bank	Cheque No.	Amount
20.03.2024	UBI	042011	3,00,000.00
20.03.2024	IDBI	028310	2,00,000.00
17.04.2024	IDBI	028313	5,50,000.00
10.05.2024	IDBI	028315	4,00,000.00
10.05.2024	IDBI	028316	50,000.00
Total			15,00,000.00

Witnesses:

1. Bikram Ghosh
Barasat Court.

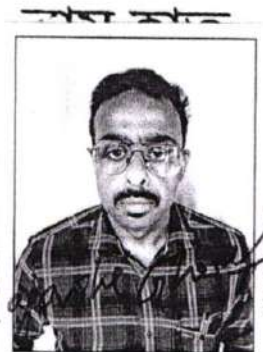
2. Priyanka Ghosal.
WTO Rajarshi Ghosal, Rajarshi Ghosal
Udayrajpur,
Madhyamgram,
Kot - 129.

Signature of the Land owner

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : Rajarsi Ghosal.

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				



ডান হাত

Rajarsi Ghosal.
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : Sabuj Kumar Roy

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				



ডান হাত

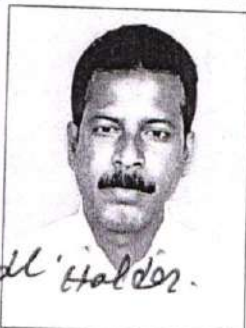
Sabuj Kumar Roy
Signature of the Presentant

All the above fingerprints are of the above named person and attested by the said person.

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : *Dalal Halder*

LITTLE	RING	MIDDLE	FORE	THUMB	
					ডাল হাত  ডাল হাত
THUMB	FORE	MIDDLE	RING	LITTLE	
					<i>Dalal Halder</i> ডাল হাত

Dalal Halder

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name :

Samar Sarkar

LITTLE	RING	MIDDLE	FORE	THUMB	
					বাম হাত  ডাল হাত
THUMB	FORE	MIDDLE	RING	LITTLE	
					<i>Samar Sarkar</i> ডাল হাত

All the above fingerprints are of the above named person and attested by the said person.

Samar Sarkar

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

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



192024250042056581

GRN Details

GRN:	192024250042056581	Payment Mode:	Online Payment
GRN Date:	10/05/2024 10:27:37	Bank/Gateway:	Union Bank of India
BRN :	524357360	BRN Date:	10/05/2024 10:28:48
GRIPS Payment ID:	100520242004205657	Payment Init. Date:	10/05/2024 10:27:37
Payment Status:	Successful	Payment Ref. No:	2001147149/3/2024

[Query No./Query Year]

Depositor Details

Depositor's Name:	Shri Sabuj Kumar Roy
Address:	Shantinagar,Hridaypur, Barasat, West Bengal, 700127
Mobile:	9735494084
Contact No:	9163919877
Depositor Status:	Buyer/Claimants
Query No:	2001147149
Applicant's Name:	Mr Asish Kumar Ghosh
Identification No:	2001147149/3/2024
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	10/05/2024
Period To (dd/mm/yyyy):	10/05/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001147149/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	2001147149/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				20042

IN WORDS: TWENTY THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1503-02387/2024	Date of Registration	10/05/2024
Query No / Year	1503-2001147149/2024	Office where deed is registered	
Query Date	07/05/2024 11:56:14 AM	A.D.S.R. BARASAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Asish Kumar Ghosh Barasat Judges Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9163919877, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 15,00,000/-	Rs. 64,87,496/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

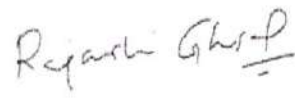
District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: School Road, Mouza: Udayrajpur, , Ward No: 12, Holding No:17/2 JI No: 43, Pin Code : 700129

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2045 (RS :-)	LR-2676	Bastu	Bastu	1 Katha 13 Chatak 29 Sq Ft	5,00,000/-	25,01,248/-	Width of Approach Road: 13 Ft., Adjacent to Metal Road,
L2	LR-2045 (RS :-)	LR-2677	Bastu	Bastu	1 Katha 13 Chatak 29 Sq Ft	5,00,000/-	25,01,248/-	Width of Approach Road: 13 Ft., Adjacent to Metal Road,
		TOTAL :			6.1142Dec	10,00,000 /-	50,02,496 /-	
	Grand Total :				6.1142Dec	10,00,000 /-	50,02,496 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	2200 Sq Ft.	5,00,000/-	14,85,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	2200 sq ft	5,00,000 /-	14,85,000 /-	

Land Lord Details :

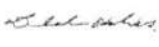
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Rajarshi Ghosal (Presentant) Son of Late Prasanta Kumar Ghosal Executed by: Self, Date of Execution: 10/05/2024 , Admitted by: Self, Date of Admission: 10/05/2024 ,Place : Office	Photo  10/05/2024	Finger Print  LTI 10/05/2024 Captured	Signature  10/05/2024
Udayrajpur, City:- Madhyamgram, P.O:- Udayrajpur, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: anxxxxxx2g, Aadhaar No: 60xxxxxxxx0695, Status :Individual, Executed by: Self, Date of Execution: 10/05/2024 , Admitted by: Self, Date of Admission: 10/05/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	DIMENSION 369 Shantinagar Udayan., City:- Barasat, P.O:- Hridaypur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700127 Date of Incorporation:XX-XX-2XX3 , PAN No.: AAxxxxxx3M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Sabuj Kumar Roy Son of Late Mahananda Roy Date of Execution - 10/05/2024, , Admitted by: Self, Date of Admission: 10/05/2024, Place of Admission of Execution: Office	Photo  May 10 2024 1:02PM	Finger Print  LTI 10/05/2024 Captured	Signature  10/05/2024
Shantinagar, Hridaypur., City:- Barasat, P.O:- Hridaypur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700127, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: agxxxxxx2d, Aadhaar No: 66xxxxxxxx8391 Status : Representative, Representative of : DIMENSION 369 (as partner)				

2	Name	Photo	Finger Print	Signature
	Shri Dulal Halder Son of Late Bhupendra Nath Halder Date of Execution - 10/05/2024, , Admitted by: Self, Date of Admission: 10/05/2024, Place of Admission of Execution: Office	 May 10 2024 1:03PM	 LTI 10/05/2024 Captured	 10/05/2024
Gandhi Pally,, City:- Madhyamgram, P.O:- Konra Chandigarh, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: acxxxxxx1h, Aadhaar No: 89xxxxxxxx3736 Status : Representative, Representative of : DIMENSION 369 (as partner)				
3	Name	Photo	Finger Print	Signature
	Shri Samar Sarkar Son of Late Sarat Chandra Sarkar Date of Execution - 10/05/2024, , Admitted by: Self, Date of Admission: 10/05/2024, Place of Admission of Execution: Office	 May 10 2024 1:03PM	 LTI 10/05/2024 Captured	 10/05/2024
Hridaypur,, City:- Barasat, P.O:- Hridaypur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700127, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: cpxxxxxx2f, Aadhaar No: 75xxxxxxxx7332 Status : Representative, Representative of : DIMENSION 369 (as partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Bikram Ghosh Son of Shri Susanta Ghosh Barasat Court. City:- Not Specified, P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124	 10/05/2024	 Captured 10/05/2024	 10/05/2024
Identifier Of Shri Rajarshi Ghosal, Shri Sabuj Kumar Roy, Shri Dulal Halder, Shri Samar Sarkar			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajarshi Ghosal	DIMENSION 369-3.05708 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajarshi Ghosal	DIMENSION 369-3.05708 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Rajarshi Ghosal	DIMENSION 369-2200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: School Road, Mouza: Udayrajpur, ,
Ward No: 12, Holding No:17/2 JI No: 43, Pin Code : 700129

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2045, LR Khatian No:- 2676	Owner:রূপা ঘোষাল, Gurdian:প্রশান্ত , Address:নিজ , Classification:বাড়ি, Area:0.02840000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 2045, LR Khatian No:- 2677	Owner:প্রশান্ত কুমার ঘোষাল, Gurdian:সুরেশ , Address:নিজ , Classification:বাড়ি, Area:0.02830000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 150302387 / 2024

On 10-05-2024

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

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

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

Presented for registration at 11:48 hrs on 10-05-2024, at the Office of the A.D.S.R. BARASAT by Shri Rajarshi Ghosal, Executant.

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 64,87,496/-

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

Execution is admitted on 10/05/2024 by Shri Rajarshi Ghosal, Son of Late Prasanta Kumar Ghosal, Udayrajpur, P.O: Udayrajpur, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession Advocate

Identified by Bikram Ghosh, , Son of Shri Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 10-05-2024 by Shri Sabuj Kumar Roy, partner, DIMENSION 369 (Partnership Firm), Shantinagar Udayan., City:- Barasat, P.O:- Hridaypur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700127

Identified by Bikram Ghosh, , Son of Shri Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 10-05-2024 by Shri Dulal Halder, partner, DIMENSION 369 (Partnership Firm), Shantinagar Udayan., City:- Barasat, P.O:- Hridaypur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700127

Identified by Bikram Ghosh, , Son of Shri Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 10-05-2024 by Shri Samar Sarkar, partner, DIMENSION 369 (Partnership Firm), Shantinagar Udayan., City:- Barasat, P.O:- Hridaypur, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700127

Identified by Bikram Ghosh, , Son of Shri Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,021.00/- (B = Rs 15,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/05/2024 10:28AM with Govt. Ref. No: 192024250042056581 on 10-05-2024, Amount Rs: 15,021/-,
Bank Union Bank of India (UBIN0530166), Ref. No. 524357360 on 10-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 8,000.00/-, by online - Rs 5,021/-

Description of Stamp

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

Stamp: Type: Impressed. Serial no 1624, Amount: Rs.5,000.00/-, Date of Purchase: 09/05/2024, Vendor name: H Ch Sadhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/05/2024 10:28AM with Govt. Ref. No: 192024250042056581 on 10-05-2024, Amount Rs: 5,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 524357360 on 10-05-2024, Head of Account 0030-02-103-003-02



Srijani Ghosh

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BARASAT

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1503-2024, Page from 93918 to 93956
being No 150302387 for the year 2024.



[Handwritten signature]

Digitally signed by Srijani Ghosh
Date: 2024.05.13 12:09:46 +05:30
Reason: Digital Signing of Deed.

(Srijani Ghosh) 13/05/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BARASAT

West Bengal.