

SL-252/24

T-249/24



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 267411

18/01/24
10-5892

৪-(২) ১০১৭৭৭/২৪

DEVELOPMENT AGREEMENT

Certified that the document is admitted to registration. The signature sheet and endorsement sheet attached to the document are the part of the document.

Additional District Sub-Registrar
Belghoria 24 Pgs. (18)

18 JAN 2024

This Development Agreement is made on 18th day of January, 2024 of Christian era

BETWEEN

Cont.....P/2

Sharmistha Chatterjee Mukherjee
Govt. Lince Stamp Vendor
Sealdah Civil Court, Kol-14




 Addl. District Sub-Registrar
 Belgaum 24 Pgs. (N)
 18 JAN 2024

SRI GOUTAM GHOSH [PAN:- AILPG8649L] ,
[Aadhaar No. 343719871884] son of Late Narendra Chandra
Ghosh , by faith:-Hindu , by Nationality:- Indian , by occupation:-
Retired person , residing at Ramkrishna Pally, Saheed Ganesh
Dutta Road , P.O. Birati , P.S. Nimta , Kolkata:-700051, Dist.
North 24 Parganas , herein after referred to as the “**VENDOR /
LANDOWNER**” (which expression shall unless excluded by or
repugnant to the context be deemed to mean and to include his
respective heirs , executors , administrators , legal representatives
and assigns) of the **FIRST PART**.

AND

M/s SWASTIKA CONSTRUCTION, [PAN:-
ACLFS0651C], a partnership firm having its office at 89,
Ramkrishna Pally , P.O. Birati , P.S.Nimta , Kolkata :-700051 ,
consisting of 3(three) Partners namely (1) **SRI SUMIT
CHATTERJEE** ,[PAN:-AHVPC1080E] [Aadhaar No.
981128459725], son of Late Bholanath Chatterjee, by faith:- Hindu
, by occupation:- Business , by Nationality:- Indian , residing at
89, Ramkrishna Pally , P.O. Birati , P.S. Nimta , Kolkata :-700051 ,
(2) **SRI MANOJ KUMAR CHAKRABORTY** , [PAN:-
AEOPC8660E] [Aadhaar No. 664318977352] , son of Late Pran
Kumar Chakraborty , by faith:- Hindu , by occupation:- Business ,
by Nationality- Indian , residing at Swami Vivekananda Road ,
P.O. Birati , P.S. Nimta , Kolkata :-700051, (3) **SRI UTTAM
SAHA**, [PAN:-ATPPS2006N][Aadhaar No. 406070296237] son
of Late Brojendralal Saha , by faith:- Hindu , by occupation:-
Business , by Nationality- Indian , residing at Majherhati , P.O. &
P.S. Nimta , Kolkata :-700049 “ **DEVELOPER /
PROMOTER**” (which expression shall unless excluded by or
repugnant to the context be deemed to mean and to include their
respective heirs , executors , administrators , legal representatives
and assigns) of the **SECOND PART**. Cont.....P/3



[Handwritten signature]

Addl. District Sub-Registrar
Belthoria 24 Pgs. (N)

18 JUL 2024

WHERE AS one *Sadhana Ghosh*, since deceased, wife of Late Narendra Chandra Ghosh, purchased from *Kurban Ali Mandal*, son of Late Rahaman Mandal, a piece and parcel landed property admeasuring little more or less 3(three) cottahs 12(twelve) chittaks which is lying and situated at District:- North 24 Parganas, P.S. Dum Dum (Sabek) & Nimta (Hal), Mauja :- Birati, J.L.7, Re.Su. 139, Tauji:- 172 & 174, comprised in R.S. Dag No. 546 (Five hundred and forty Six) & R.S. Khatian No. 288, under *North Dum Dum Municipality*, by virtue of a *Deed of Sale*, being No. Deed No. 6724 for the year 1956 which was executed and registered at Sub-Registry office at Cossipore Dum Dum and recorded in Book No.1, Vol. 101 and Page:-166 - 168 of the same registry office.

AND WHERE AS while ceased, possessed and sufficiently entitled to the aforesaid landed property, said *Sadhana Ghosh*, since deceased, wife of Late Narendra Chandra Ghosh, executed / performed an **WILL** on 29th Day of July 1996 in favour of his son *Sri Goutam Ghosh*, Vendor / Landowner, herein, son of Late Narendra Chandra Ghosh, for the above mentioned landed property admeasuring little more or less 3(three) cottahs 12(twelve) chittaks which is lying and situated at District:- North 24 Parganas, P.S. Dum Dum (Sabek) & Nimta (Hal), Mauja :- Birati, J.L.7, Re.Su. 139, Tauji:- 172 & 174, comprised in R.S. Dag No. 546 (Five hundred and forty Six) & R.S. Khatian No. 288, under *North Dum Dum Municipality*.

Cont.....P/4

AND WHERE AS after demise of said *Sadhana Ghosh* , since deceased , wife of Late Narendra Chandra Ghosh , his son *Sri Goutam Ghosh* , Vendor / Landowner herein , son of Late Narendra Chandra Ghosh filed a case for granting **PROBATE OF WILL** , vide Misc Case No.403/06 (Probate) in the court of Learned District Delegate , North 24 Parganas , Barasat .

AND WHERE AS by virtue of the court order dt. 23rd day of June , 2008 under Section 289 of **Indian Succession Act , 1925** for the above Misc Case No.403/06 (Probate) , issued from Learned Judge , **P.C. Chatterjee** , in the court of Learned District Delegate , North 24 Parganas , Barasat , said *Sri Goutam Ghosh* , Vendor / Landowner herein , son of Late Narendra Chandra Ghosh became **ABSOLUTE OWNER** of the landed property admeasuring little more or less **3(three) cottahs 12(twelve) chittaks** which is lying and situated at District:- **North 24 Parganas** , P.S. **Nimta** , Mauja :- **Birati** , J.L.7 , Re.Su. 139 , Taūji:- 172 & 174 , comprised in **R.S. Dag No. 546 (Five hundred and forty Six)** & **R.S. Khatian No. 288** , under ward No.18 of **North Dum Dum Municipality** ,

There after , said *Sri Goutam Ghosh* , Vendor / Landowner herein , son of Late Narendra Chandra Ghosh mutated his name in the record of **B.L & L.R office** vide District:- **North 24 Parganas** , P.S. **Nimta** , Mauja :- **Birati** , **R.S. & L.R. Dag No. 546 (Five hundred and forty Six)** & **R.S. Khatian No. 288 (sabek)** and **R.S Khatian 862 (Hal) & 597 (Modified) and L.R. Khatian :- 1450** as per Mutation Case No. **M/2779/15** dt.27.11.2015 & Khajna Rasid No.**REVREC2023150934724** dt.26.08.2023 and hence he mutated his name in the record of **North Dum Dum Municipality** , under ward No.18 , being Holding No. **91(141) Shaheed Ganesh Dutta Road , P.O. Birati** , **Kolkata :-700051** .

Cont.....P/5

THUS , Land owner herein , is now seized and possessed of or otherwise well and sufficiently entitled to the said property and there to free from all encumbrances , liens , lispens , charges and mortgages.

AND WHERE AS with a view to construct a **G+II building** over the said land more fully described in the Schedule hereunder written the Owner approached the Developers of the Second Part hereto for a **joint venture** in relation to construction and completion of the Multi-Storied building on the aforesaid land in strict adherence in the Building Plan exclusively at the costs, expenses and charges of the Developer and the Developer hereto agreed and accepted to such proposal.

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

ARTICLE- 1 – DEFINATION

In this agreement unless in consistent with or repugnant to the subject or contest:-

i) 'The said premises' shall mean the messuages of land hereditament and municipal Holding No. **91(141) Shaheed Ganesh Dutta Road , P.O. Birati , Kolkata :-700051** under ward No. 18 more fully described in schedule hereunder written.

ii) 'Proposed new Building or Buildings' shall mean the building or buildings (multistoried) to be constructed on the said premises in accordance with the sanctioned and / or sanctioned revised building plan , as the case may be for a residential building including the covered parking space and other space intended for enjoyment of the said building or buildings portion or apartments thereof .

Cont.....P/6

iii) **'Building Plan'** shall mean the proposed building plan sanctioned by North Dum Dum Municipality and shall include all amendments and / or modifications thereon as may be made by consent of the parties hereto subject to the Rules and Regulations of the West Bengal Municipality Act 1993.

iv) **'Architect'** shall mean the Architect appointed in terms hereof and / or such other person or persons and or firm or firms as the case may be from time to time be appointed by the developer approved by North Dum Dum Municipality .

v) **'Landowner'** shall mean Sri Goutam Ghosh , son of Late Narendra Chandra Ghosh and his legal heirs , administrators and assigns.

vi) **'Developer'** shall mean the said M/s SWASTIKA CONSTRUCTION, a partnership firm having its office at 89, Ramkrishna Pally , P.O. Birati , P.S.Nimta , Kolkata :-700051 , consisting of 3(three) Partners namely (1) SRI SUMIT CHATTERJEE , son of Late Bholanath Chatterjee , residing at 89, Ramkrishna Pally , P.O. Birati , P.S. Nimta , Kolkata :-700051 , (2) SRI MANOJ KUMAR CHAKRABORTY , son of Late Pran Kumar Chakraborty , residing at Swami Vivekananda Road , P.O. Birati , P.S. Nimta , Kolkata :-700051, (3) SRI UTTAM SAHA , son of Late Brojendralal Saha , residing at Majherhati , P.O. & P.S. Nimta , Kolkata :-700049 including their successor or successors interest and assigns.

vii) **'Transferee'** shall mean a person, firm, limited company, association of persons or body of individuals to whom any space in the building has been transferred.

viii) **'Purchaser'** shall mean a person to whom any unit in the proposed building has been transferred.

ix) **'Unit'** shall mean Flat and car parking space and other common areas in the building proposed to be constructed at the said premises including car parking space if any with all common facility & easement right.

x) **'Common Facilities'** shall include corridors, overhead water tank, Stairways passage ways, lifts shaft , machine rooms, Pump with overhead / Ground water tank, caretaker & watchman room and other spaces and facilities whatsoever required for the use , enjoyment establishment location , maintenance and /or Management of the building and /or building and /or common facilities or any of them as the case may be. Cont.....P/7

xi) 'Roof' shall mean and include the roof of the said building on the top of the terrace.

xii) 'Common Purposes' shall mean and include the purpose of maintain the said building and in particular the common parts as also meeting of the common expenses and matters relating to the mutual rights and obligations of the purchasers and the common use and enjoyment thereof.

xiii) 'Landowners Allocation' shall mean more or less **1300 (One thousand three hundred) sq.ft covered area** without stair and corridors which will be distributed among **2(two) Residential Flats** (i.e more or less **650 Sq.ft. each**) vividly mentioned below in **space allocation** with proportionate share of common area , Roof , facilities , amenities & beneath land comprised in the said premises along with *right of Easement* as per sanctioned plan approved by *North Dum Dum Municipality* save & except the Developer's Allocation.

:-Space Allocation:-

Sl.	Perticulars	Floor	Side	Area (M/L)
1.	2BHK Residential Flat Containing 2 (two) Bed Rooms , 1(one) Dining Cum Drawing cum Open Kitchen , 2 (two) Toilets & 1(one) Balcony .	FIRST FLOOR	North-East	650 Sq.ft. covered area without stair and corridors
2.	2BHK Residential Flat Containing 2 (two) Bed Rooms , 1(one) Dining Cum Drawing cum Open Kitchen , 2 (two) Toilets & 1(one) Balcony	GROUND FLOOR	East	650 Sq.ft. covered area without stair and corridors

Cont.....P/8

xiv) **'Developer's Allocation'** shall mean shall mean the entire constructed covered area of the newly developed building as per sanctioned plan approved by *North Dum Dum Municipality* with proportionate share of common area, Roof, facilities, amenities & beneath land comprised in the said premises along with **right of Easement save & except the Land owner's allocation mentioned above vividly.**

xv) **'Undivided Share'** shall mean the undivided proportionate variable impartial share or interest in the said land underneath the building to be constructed as also the common parts to be determined by the developer and landowner at his absolute discretion taking into account total area to comprise in the said unit agreed to be acquired by the purchaser in relation to the total area of the said building.

xvi) **'Jurisdiction'** shall mean P.S.NIMTA under Barrackpore Commissionerate, Municipality:- **North Dum Dum Municipality**, District Head quarter :- **BARASAT**, North 24 Parganas & Court :- **District judges court Barasat**, Nearest Registry office :- **A.D.S.R- Belghoria**.

ix) **'Transfer'** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of unit of Multistoried Building to purchase thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and transfer of Property Act.

'EXPRESSION IMPARTING MASCULINE' shall include feminine and neuter gender.

ARTICLE- 2 – COMMENCEMENT

This agreement shall come into effect on execution of this agreement

ARTICLE- 3 – RIGH TITLE AND INDEMNITIES

- i) The Landowner is absolutely seized and possessed or otherwise well and sufficiently entitled to all that the said premises and every part thereof.

Cont.....P/9

- ii) That the entity & title of the said premises is free from all encumbrances charges lien, lispendens detachments , trusts whatsoever of howsoever. Landowner is not involved with other Developer through any sorts of Agreement. If it is proved that said landowner is involved with another Developer, M/s Swastika Construction will not be responsible by any means for that incident.
- iii) The owner is agreed to keep the developer indemnify against any claim or demand at the time of agreement in respect of the said premises.
- iv) That the Landowner is presently in exclusive ownership of the said premises.
- v) There is no proceeding initiated and pending by the *North Dum Dum Municipality* or any other authorities regarding the said land.

ARTICLE- 4 – CONSIDERATION AND SPACE ALLOCATION

Developer will provide for the said Land owner more or less **1300 (One thousand three hundred) sq.ft covered area** without stair and corridors which will be distributed among **2(two) Residential Flats** (i.e more or less **650 Sq.ft. each**) with proportionate share of common area , Roof , facilities , amenities & beneath land comprised in the said premises along with *right of Easement* as per sanctioned plan approved by *North Dum Dum Municipality* save & except the Developer's Allocation.

- i) Apart from that Developer will pay an amounting to the tune of **Rs.50,00,000(Rupees Fifty Lac)** to the said Land owner which is non refundable . Developer will pay the very amount (consideration money of the said joint venture) as per payment schedule written here under.

Cont.....P/10

- ii) Apart from that Developer will pay an amounting to the tune of **Rs.20000(Rupees Twenty thousand) only per month** to the said Land owner within or before 10th Days of every month as **Rent / Shifting Charges** up to the completion of owner's Allocation.

-: Payment Schedule:-

Sl.	Perticulars	Amount (Rs.)
1	At the time of execution of the very Development Agreement	3000000
2	At the time of vacating / leaving the old house	2000000
	TOTAL	5000000

ARTICLE - 5 - LANDOWNERS REPRESENTATION

- i) The said premises is not vested under the urban land (ceiling and regulation) Act, 1976.
- ii) There is no existing agreement regarding the developing or sell of the said premises and that all other agreement if any, prior to this agreement have been cancelled by this agreement and the owners agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

ARTICLE - 6 - LANDOWNER'S OBLIGATION

- i) It shall be mandatory obligation of the LAND OWNER to provide the DEVELOPER the entire property encumbrance free for construction of the building.
- ii) The LAND OWNER hereby further agrees and covenant with the DEVELOPER as follows.
- a) If Landowner is involved with another developer to develop the Scheduled property before present developer then, for that incident present Developer has no responsibility to pay anything as demurrage / compensation for the same.

Cont.....P/11

- b) Without any reasonable cause the said Land owner not to do any act, deed or thing where by the DEVELOPER is prevented from selling, assigning or disposing of any portion in the DEVELOPER'S allocation in the said building or buildings.
- c) Not to sell, transfer ,alienate or encumber the said premises except Developer share of allocation in the proposed new building , so long this agreement shall remain in force and effect. The owners shall be entitled to sell , transfer or make advance booking of space of owner's allocation only after commencement of construction work.
- d) Land owner will pay updated Tax & Khajna of the said property up to the Date of execution of the very Development Agreement along with Development power of Attorney and there after Developer will pay the very tax and Khajna up to the date of possession / completion of the Land owners Allocation.

'ARTICLE -7 - DEVELOPERS OBLIGATION

- e) It shall be the obligation of the DEVELOPER to provide for LAND OWNER his allocation (as per work specification written hereunder) . Developer is responsible to pay an amounting to the tune of **Rs.50.00.000(Rupees Fifty Lac)** to the said Land owner which is non refundable .
- f) To complete the constructions and erections of the said building within **18(Eighteen) months** from the date of sanction of the building plan by the *North Dum Dum Municipality* as required for development of the said premises.
- g) The DEVELOPER shall be entitled to enter into agreement for sell and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof.

Cont.....P/12

'ARTICLE - 8- CONSTRUCTION'

- i) It shall be the responsibility of the DEVELOPER to pursue and follow up the plan to be sanctioned by the North Dum Dum Municipality and to get the said plan sanctioned by North Dum Dum Municipality and others authorities. All expenses charges incurred in respect of preparation, submission and sanctioning of the plan shall be borne and paid by the DEVELOPER and the DEVELOPER agree to reimburse and keep the LANDOWNERS indemnified and saved harmless from all costs, charges and expenses incurred or which may incurred for the purpose of preparation and submission and sanction of the said plan, including all incidental expenses. Developer will give a photo copy of approved plan to the said Land owner.
- ii) The DEVELOPER shall appoint any licensed architect & structural Engineer of their choice for the said building or buildings on the said premises shall be constructed under the direct supervision and guidance of the materials and specifications to be used for the construction of the said buildings.
- iii) The existing building and other properties in the said premises shall belong to the developer who shall be at liberty to demolish the same with the consent and with proper & satisfactory shifting of the landowner and also to sell, transfer or dispose of on such consideration and on such terms and conditions as the developer in its absolute discretion shall think fit and proper.

'ARTICLE- 9 -COMMON FACILITIES & OBLIGATION'

All rates, taxes and outgoing up to the date of taking over possession by LANDOWNER'S allocation after completion of the construction of the said premises as hereinbefore stated shall be paid borne and discharged by the developer. From the date of possession of the respective allocation the parties hereto shall also be responsible to pay and bear the service charges for the common facilities in the building in proportion to his respective allocations .

Cont.....P/13

'ARTICLE- 10- MISCELLANEOUS'

- h) The parties hereto have entered into this agreement on principal to principal basis and nothing as contained herein shall be deemed or constructed as a partnership business between the parties hereto or a joint venture between the parties hereto nor shall the LANDOWNER or the DEVELOPER in any manner constitute and association of persons. Each party shall keep the other indemnified against the same.
- i) None of the parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of a force majeure with a view that the obligations of the party affected by force majeure. Force majeure shall mean flood, earthquake, Riot, war, storm , Escalation of price of raw materials, strike and lock down .
- j) The developer shall be exclusively entitled to the developer's allocation in the building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same and the owner shall not have any right claim or interest whatsoever therein or disturb the quiet and peaceful possession and enjoyment of the developer's allocation, subject however to what is provided in this agreement. That is to say , at the time of transfer of property (or at the time of registration of property) in respect of Developer's Allocation , only Developer's signatures is required not of land owners. In this respect point to be noted vividly that in case of transferring Developer's Allocation , any 1(one) of Developer out of 3(three) Developers may sign and execute Registered Deed of Sale , Registered Agreement for Sale in favour of intending Purchaser(s) and any 1(one) of Developer out of 3(three) Developers will represent physically before Registering authority on behalf of Firm.

Cont.....P/14

ARTICLE- 12 – SPECIFICATION OF WORK (for flat)

The developer shall provide the following amenities in the said building/ buildings.

1. **Structure:** - R.C.C Structure
2. **Brick Work:** - 8" Outer wall & 5" for inner wall
3. **Flooring:** - Vitrified Ceramic Tiles (2'-0" X 2'-0") of good company
4. **Toilet wall:** - 6(six) feet from floor fitted with Ceramic Tiles
5. **Window Shutter:** - Sliding window with aluminum chancel.
6. **Door Frame:** - 4" X 2.5" thick of wooden panel.
7. **Door Shutter:** - 1 ½ " and 3X ½ thick panel of wood, all doors will be made of Commercial base Flush Door and only front side of main door will be covered by door skin.
8. **W.C.:** - English Style or Indian Style (as per choice of Land owner)
9. **Toilet Equipment:-** Per toilet One normal white western commode , one shower and 2(two) big cocks . Only one Geyser line in one toilet . Apart from that one white normal wall fitting basin for drawing cum dining with pillar cock.
10. **Grill:** - As per standard practice.
11. **Electrification:** - Concealed wiring along with 22 (twenty two) points for every 2BHK Flat
12. **Verandah & Railing:** - Brick work of Grill up to 3ft. height.
(If any)

Cont.....P/15

13 . **Kitchen:** - One steel sink(1P) with Kitchen table of black stone with green polish & one L.P.Gas space along with 2(two) taps. Glazed tiles in kitchen upto 2 ½ ft. height from the kitchen table.

14. **Plumbing & Sanitation:** - Concealed P.V.C water Line in an every Bath kitchen and P.V.C. pipe fort soil line.

Charges for extra work for the LAND OWNER's allocated portion ,will be paid by Land owners and it will be executed as per direction of them. It is provided that both parts will follow the standard practice of system.

Apart from that Land owner will have to pay a compulsory reasonable amount to **Rs.20000/=** (Rupees Twenty thousand) only for each Flat for installation of **Mother Electric meter** .

Apart from that:-

- a. Developers are responsible to obtain completion certificate (C.C.) from **North Dum Dum Municipality** after completion of entire work with their own cost and risk.
- b. Developers will not have any right to install any cell phone tower & display board on the terrace (top roof) of the entire premises.
- c. Land owner shall have the right to visit the entire premises to inspect & observe of construction work during the period of construction.
- d. Developer at their own cost shall complete boundaries & pavements.
- e. Developer will take all responsibilities at the time of commencement of construction over the said premises and they are liable to handle any circumstantial problems if arise with their own skill. In this respect Landowner shall have no role at all.

Cont.....P/16

Annexed Forms of finger print & Site Plan of the premises with this 'Development Agreement' is to be treated as a part of this 'Development Agreement'.

SCEDULE OF PROPERTY ABOVE REFERRED TO

All that piece and parcel of a Landed property admeasuring little more or less 3(Three) cottahs 12(Twelve) chittaks along with a *Kutchha structure* admeasuring little more or less 200 (two hundred) Sq.ft. covered area [with tiles shade & Net cement floor] used for Residential purpose which is lying and situated at Dist. North 24 Parganas , P.S. NIMTA Mauja :- BIRATI, J.L.7 , Re.Su. 139 , Tauji:- 172 & 174 , comprised in R.S. & L.R. Dag No. 546 (Five hundred and forty Six) & R.S. Khatian No. 288 (sabek) and R.S Khatian 862 (Hal) & 597 (Modified) and L.R. Khatian :- 1450 , under jurisdiction of A.D.S.R. BELGHORIA , under ward No.18 of *North Dum Dum Municipality* being municipal Holding No. 91(141) Shaheed Ganesh Dutta Road , P.O. Birati , Kolkata :-700051 which is butted and bounded as under :-

ON THE NORTH SIDE	14 ft. wide Municipal Road
ON THE SOUTH SIDE	House of Mr. Das Sharma
ON THE EAST SIDE	6 ft. wide common passage and House of Mina Chatterjee & Laxmi Das
ON THE WEST SIDE	House of Pradyut Naha

Cont.....P/17

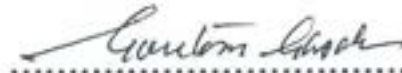
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and executed this *Development Agreement* on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at Kolkata in the presence of

Witness

1. Kuntal Ghosh.

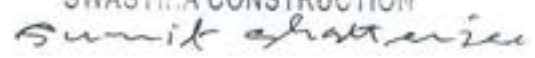
Ramkrishna Pally, Sahid Ganesh Dutta Road.
P.O - Birati
P.S - Nimta.
North 24 Parganas.



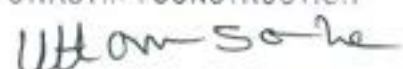
(Signature of Land Owner)

2. Sayan Ghosh

Ramkrishna Pally Sahid Ganesh
Dutta Road, P.O - Birati
P.S - Nimta. North 24 Parganas

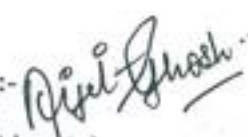
① SWASTIKA CONSTRUCTION

Partner

② SWASTIKA CONSTRUCTION
Manoj Kumar Chakraborty
Partner

③ SWASTIKA CONSTRUCTION

Partner

(Signature of Developers / Partners of M/s Swastika Construction)

-: Drafted by:-

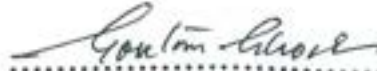

Avijit Ghosh (Advocate)
Barasat Court Court
Enrollmen No. WB/2852/99

Cont.....P/18

Memo of non refundable Consideration price

Received with thanks from *M/s Swastika Construction* of **Rs.3000000** (Rupees Thirty Lac) as **advance or part payment** of *non-refundable consideration price* of the very joint Venture.

Sl	Date	Perticulas	Amount (Rs.)
①	15/01/2024	Draft NO. 004952 on IDBI (Bank)	30,00,000
—	—	—	/
—	—	—	
		TOTAL	3000000



(Signature of Land Owner)

-: Witness:-

1. *Kuntal Ghosh*2. *Sayan Ghosh*

Cont.....P/19

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

(1) Name..... Sri Goutam Ghosh (Landowner)

LITTLE	RING	MIDDLE	FORE	THUMB	 <u>Goutam Ghosh</u>
					
					

Signature of the Presentant

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

(2) Name..... Sri Sumit Chatterjee (Developer)

LITTLE	RING	MIDDLE	FORE	THUMB	 <u>Sumit Chatterjee</u> ডান হাত
					
					

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

Sumit Chatterjee

Signature of the Presentant

(3) Name..... Sri Manoj Kumar Chakraborty (Developer)

LITTLE	RING	MIDDLE	FORE	THUMB	 <u>Manoj Kumar Chakraborty</u>
					
					

Manoj Kumar Chakraborty

Signature of the Presentant

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..... Sri. Uttam Saha (Developer)

LITTLE	RING	MIDDLE	FORE	THUMB	
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					<u>Uttam Saha</u> তারিখ ২/১৩

Uttam Saha
Signature of the Presentant

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

(2) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
THUMB	FORE	MIDDLE	RING	LITTLE	

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

Signature of the Presentant

(3) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
THUMB	FORE	MIDDLE	RING	LITTLE	

Signature of the Presentant

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

TE PLAN SHOWING WITHIN - MOUZA - BIRATI, J.L. NO. - 7, Re. Su. - 139
 (AUJI - 172 & 174 R.S. KHATIAN NO. - 288, R.S. KHATIAN - 862 (HAL) &
 597 (MODIFIED), L.R. KHATIAN NO. - 1450, R.S. & L. R. DAG NO. - 546,
 HOLDING NO. - 91 (141), S. G. DUTTA ROAD, WARD NO. - 18, UNDER
 NORTH DUM DUM MUNICIPALITY, P.S. - NIMTA, DIST. - 24 PARGAS.
 (NORTH).

Name of Developer	Name of Land Owner	Land Area	Tile Shed Area
SWASTIKA CONSTRUCTION	GOUTAM GHOSH	03K-12Ch.-00Sft.	200Sft.

H/O MR DAS SHARMA

S



H/O MINA CHATTERJEE
AND LAXMI DAS



H/O PRADYUT NAHA

✓ *Goutam Ghosh*

SIG. OF LANDLORD(S)

① *Sumit Chatterjee*

② *Manoj Kumar Chatterjee*

③ *Uttam Saha*

SWASTIKA CONSTRUCTION

SIG. OF DEVELOPER(S)

M. Chatterjee
 Manoj Kumar Chatterjee
 (Civil Engineer)
 Swami Vibekananda Road
 16th Lane, Durgam, Kolkata-71
 DRAWN BY:



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



192023240348386211

GRN Details

GRN:	192023240348386211	Payment Mode:	Online Payment
GRN Date:	15/01/2024 13:53:49	Bank/Gateway:	IDBI Bank
BRN :	2848643984	BRN Date:	15/01/2024 13:56:15
GRIPS Payment ID:	150120242034838620	Payment Init. Date:	15/01/2024 13:53:49
Payment Status:	Successful	Payment Ref. No:	2000101797/2/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name: AVIJIT GHOSH
Address: BARASAT, BARASAT COURT, PIN-700124 BARASAT, West Bengal, 700124
Mobile: 9123904949
Email: jojoghosh9@gmail.com
Contact No: 9123904949
Depositor Status: Advocate
Query No: 2000101797
Applicant's Name: Mr AVIJIT GHOSH
Identification No: 2000101797/2/2024
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 15/01/2024
Period To (dd/mm/yyyy): 15/01/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000101797/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	6021
2	2000101797/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	30021
Total				36042

IN WORDS: THIRTY SIX THOUSAND FORTY TWO ONLY.



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



150120242034838620

GRIPS Payment Detail

GRIPS Payment ID:	150120242034838620	Payment Init. Date:	15/01/2024 13:53:49
Total Amount:	36042	No of GRN:	1
Bank/Gateway:	IDBI Bank	Payment Mode:	Online Payment
BRN:	2848643984	BRN Date:	15/01/2024 13:56:15
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

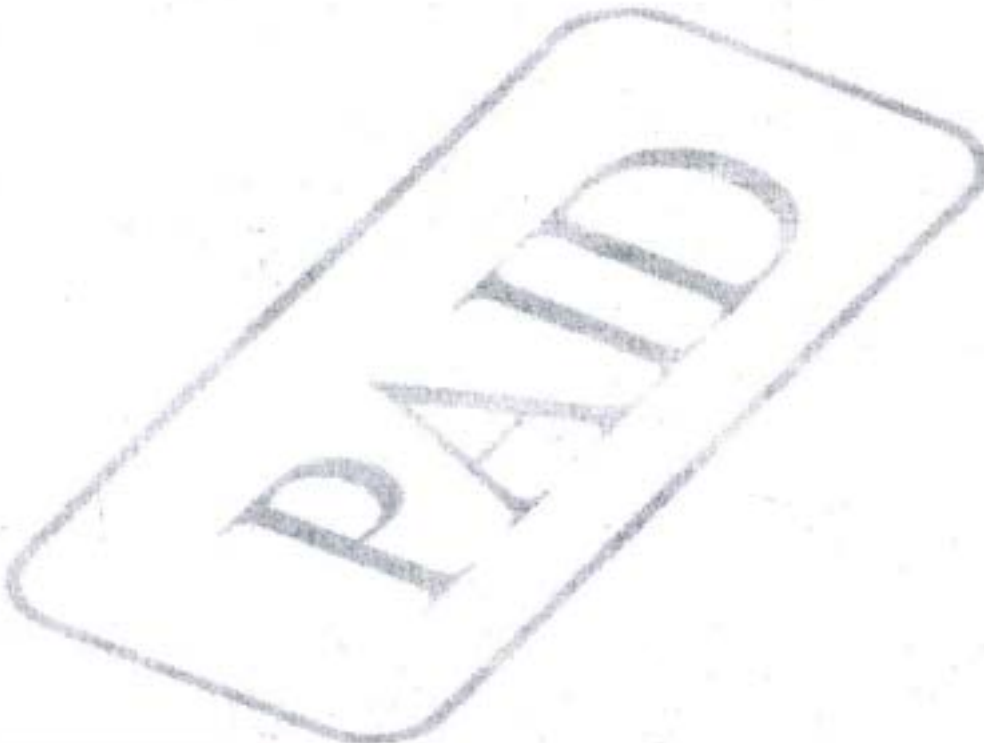
Depositor's Name: AVIJIT GHOSH
Mobile: 9123904949

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240348386211	Directorate of Registration & Stamp Revenue	36042
Total			36042

IN WORDS: THIRTY SIX THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Major Information of the Deed

Deed No :	I-1526-00249/2024	Date of Registration	18/01/2024
Query No / Year	1526-2000101797/2024	Office where deed is registered	
Query Date	11/01/2024 1:02:50 PM	A.D.S.R. Belghoria, District: North 24-Parganas	
Applicant Name, Address & Other Details	AVIJIT GHOSH BIRATI, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700051, Mobile No. : 9123904949, 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 : 30,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 34,29,002/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 30,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

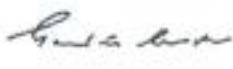
District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: Sahid Ganesh Dutta Road, Mouza: Birati, , Ward No: 18, Holding No:91/141 JI No: 7, Pin Code : 700051

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-546	RS-862	Bastu	Danga	3 Katha 12 Chatak	1/-	33,75,002/-	Width of Approach Road: 14 Ft.,
Grand Total :					6.1875Dec	1 /-	33,75,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	54,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr GOUTAM GHOSH Son of Late NARENDRA CHANDRA GHOSH Executed by: Self, Date of Execution: 18/01/2024 , Admitted by: Self, Date of Admission: 18/01/2024 ,Place : Office	Photo  18/01/2024	Finger Print  Captured LT1 18/01/2024	Signature  18/01/2024
RAMKRISHNA PALLY , SAHEED GANESH DUTTA RD., Block/Sector: BIRATI, City:- North Dum Dum, P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AXxxxxxx9L, Aadhaar No: 34xxxxxxxx1884, Status :Individual, Executed by: Self, Date of Execution: 18/01/2024 , Admitted by: Self, Date of Admission: 18/01/2024 ,Place : Office				

Developer Details :

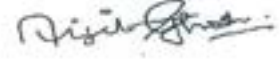
Sl No	Name,Address,Photo,Finger print and Signature
1	SWASTIKA CONSTRUCTION 89 RAMKRISHNA PALLY, City:- North Dum Dum, P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051 , PAN No.:: ACxxxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SUMIT CHATTERJEE Son of Late BHOLANATH CHATTERJEE Date of Execution - 18/01/2024, , Admitted by: Self, Date of Admission: 18/01/2024, Place of Admission of Execution: Office	Photo  Jan 18 2024 11:09AM	Finger Print  Captured LT1 18/01/2024	Signature  18/01/2024
89 RAMKRISHNA PALLY , Block/Sector: BIRATI, City:- North Dum Dum, P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx0E, Aadhaar No: 98xxxxxxxx9725 Status : Representative, Representative of : SWASTIKA CONSTRUCTION (as PARTNER)				

2	Name	Photo	Finger Print	Signature
	Mr MANOJ KUMAR CHAKRABORTY (Presentant) Son of Late PRAN KUMAR CHAKRABORTY Date of Execution - 18/01/2024, , Admitted by: Self, Date of Admission: 18/01/2024, Place of Admission of Execution: Office	 Jan 18 2024 11:19AM	 LTI 18/01/2024 Captured	 18/01/2024
	SWAMI VIVEKANANDA ROAD, Block/Sector: BIRATI, City:- North Dum Dum, P.O:- BIRATI, P.S:- Nimta, District-North 24-Parganas, West Bengal, India, PIN:- 700051, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0E, Aadhaar No: 66xxxxxxxx7352 Status : Representative, Representative of : SWASTIKA CONSTRUCTION (as PARTNER)			
3	Name	Photo	Finger Print	Signature
	Mr UTTAM SAHA Son of Late BROJENDRALAL SAHA Date of Execution - 18/01/2024, , Admitted by: Self, Date of Admission: 18/01/2024, Place of Admission of Execution: Office	 Jan 18 2024 11:11AM	 LTI 18/01/2024 Captured	 18/01/2024
	MAJHERHATI, Block/Sector: NIMTA, City:- North Dum Dum, P.O:- NIMTA, P.S:-Nimta, District-North 24-Parganas, West Bengal, India, PIN:- 700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATxxxxxx6N, Aadhaar No: 40xxxxxxxx6237 Status : Representative, Representative of : SWASTIKA CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr AVIJIT GHOSH Son of Late ASHIM GOPAL GHOSH BARASAT COURT , BARASAT , PIN-700124, City:- Barasat, P.O:- BARASAT, P.S:-Barasat, District-North 24-Parganas, West Bengal, India, PIN:- 700124	 18/01/2024	 18/01/2024 Captured	 18/01/2024
Identifier Of Mr GOUTAM GHOSH, Mr SUMIT CHATTERJEE, Mr MANOJ KUMAR CHAKRABORTY, Mr UTTAM SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr GOUTAM GHOSH	SWASTIKA CONSTRUCTION-6.1875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr GOUTAM GHOSH	SWASTIKA CONSTRUCTION-200.00000000 Sq Ft

Endorsement For Deed Number : I - 152600249 / 2024

On 18-01-2024

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 10:58 hrs on 18-01-2024, at the Office of the A.D.S.R. Belghoria by Mr MANOJ KUMAR CHAKRABORTY .

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 34,29,002/-

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

Execution is admitted on 18/01/2024 by Mr GOUTAM GHOSH, Son of Late NARENDRA CHANDRA GHOSH, RAMKRISHNA PALLY , SAHEED GANESH DUTTA RD., Sector: BIRATI, P.O: BIRATI, Thana: Nimta , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by Profession Retired Person

Indetified by Mr AVIJIT GHOSH, , Son of Late ASHIM GOPAL GHOSH, BARASAT COURT , BARASAT , PIN- 700124, P.O: BARASAT, Thana: Barasat , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-01-2024 by Mr SUMIT CHATTERJEE, PARTNER, SWASTIKA CONSTRUCTION (Partnership Firm), 89 RAMKRISHNA PALLY, City:- North Dum Dum, P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051

Indetified by Mr AVIJIT GHOSH, , Son of Late ASHIM GOPAL GHOSH, BARASAT COURT , BARASAT , PIN- 700124, P.O: BARASAT, Thana: Barasat , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Execution is admitted on 18-01-2024 by Mr MANOJ KUMAR CHAKRABORTY, PARTNER, SWASTIKA CONSTRUCTION (Partnership Firm), 89 RAMKRISHNA PALLY, City:- North Dum Dum, P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051

Indetified by Mr AVIJIT GHOSH, , Son of Late ASHIM GOPAL GHOSH, BARASAT COURT , BARASAT , PIN- 700124, P.O: BARASAT, Thana: Barasat , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Execution is admitted on 18-01-2024 by Mr UTTAM SAHA, PARTNER, SWASTIKA CONSTRUCTION (Partnership Firm), 89 RAMKRISHNA PALLY, City:- North Dum Dum, P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051

Indetified by Mr AVIJIT GHOSH, , Son of Late ASHIM GOPAL GHOSH, BARASAT COURT , BARASAT , PIN- 700124, P.O: BARASAT, Thana: Barasat , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,021.00/- (B = Rs 30,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 30,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/01/2024 1:56PM with Govt. Ref. No: 192023240348386211 on 15-01-2024, Amount Rs: 30,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 2848643984 on 15-01-2024, 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 1,000.00/-, by online = Rs 6,021/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 2369, Amount: Rs.1,000.00/-, Date of Purchase: 11/01/2024, Vendor name: S Chatterjee Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/01/2024 1:56PM with Govt. Ref. No: 192023240348386211 on 15-01-2024, Amount Rs: 6,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 2848643984 on 15-01-2024, Head of Account 0030-02-103-003-02



Sougata Das

ADDITIONAL DISTRICT SUB-REGISTRAR

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

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2024, Page from 7446 to 7476

being No 152600249 for the year 2024.



(Signature)

Digitally signed by SOUGATA DAS
Date: 2024.01.19 16:07:15 +05:30
Reason: Digital Signing of Deed.

(Sougata Das) 19/01/2024

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.