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Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

27 MAR 2023

DEVELOPMENT AGREEMENT

1. Date : 27th March, 2023
2. Place : Kolkata
3. Parties :
 - 3.1 ASHOK MANDAL [PAN : FXOPM0295M], [AADHAAR

180365

Pinaki Chattopadhyay
Advocate
Jharkhand High Court Barasat

NAME
AGE
PR
25 JAN 2023
SURANJAN MUKHERJEE
C. C. Q.
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Jayashree Mondal
No. Mastan Mohan Mondal
vill. Nalabana, P.O. Sarapul,
P.S. Swarnupnagar, Dist-
24 P.G.S (N), Pin-743286

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NO. 365803539212] & [MOBILE NO. 8695103004], son of Sripati Mandal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Karimpur, Abhaypur, P.O. & P.S. Karimpur, District - Nadia, Pin - 741152, West Bengal.

Hereinafter called and referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

AND

- 3.2 **NEW GREENLAND CONSTRUCTION [PAN : ADXPG2113N]**, a Proprietorship Concern, having its office address at A/AS/68/1, Arjunpur, P.O. Arjunpur, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Proprietor, **SUBIR GOLUI [PAN : ADXPG2113N], [AADHAAR NO. 580943985039] & [MOBILE NO. 9433097501]**, son of Basudeb Golui @ Basudev Golui, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at A/AS/68/1, Arjunpur, P.O. Arjunpur, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**
- 4.1 **Development Project & Appurtenances :**
- 4.1.1 **Project Property : ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft.** be the same a little more or less including cement flooring residential Tiles Shed measuring **100 (One Hundred) Square Feet more or less**, being Plot No. 1, lying and situate at **Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, comprised in C.S. Dag No. 365**

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corresponding to R.S. Dag No. 385, L.R. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 492, L.R. Khatian No. 3509 (in the name of Ashok Mandal, Landowner herein), A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin Code - 700135, in the District North 24 Parganas, in the State of West Bengal, and which is morefully described in the First Schedule hereinafter written.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title :** The Landowner has made the following representations to the Developer regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF ASHOK MANDAL, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Title Suit & Absolute Joint Ownership of (1) Dashurathi Mondal, (2) Subodh Chandra Mondal & (3) Sudhir Chandra Mondal :** One (1) Dashurathi Mondal, (2) Subodh Chandra Mondal & (3) Sudhir Chandra Mondal, all sons of Late Notu Behari Mondal, filed a Title Suit (Partition), being Title Suit No. 14 of 1963, filed before the Court of Learned 2nd Munsif, Alipore, against one Haridas Das, son of Late Mihir Lal Das. The said suit was decreed on 14.03.1967, thereby declaring that the said (1) Dashurathi Mondal, (2) Subodh Chandra Mondal & (3) Sudhir Chandra Mondal, all sons of Late Notu Behari Mondal were the joint owners in respect of 50% share being 214 (Two Hundred Fourteen) Decimals more or less out of the total land in dag measuring 428 (Four Hundred Twenty Eight) Decimals more or less AND similarly the said Haridas Das, son of Late Mihir Lal Das was the owner of the remaining 50% share of the said total land. In the said suit, one Nanda Lal Samaddar was appointed as partitin commissioner who prepared a sketch map by a local surbeyor in respect of the total land measuring 428 (Four Hundred Twenty Eight) Decimals more or less.

In the said Partition Plan, the total land was divided in two equal plots of land namely 'Plot-A' & 'Plot-B'. The said 'Plot/Lot-A', which is situated and lying on the Eastern Side of the land measuring 214 (Two Hundred Fourteen) Decimals more or less was allotted in favour of the said (1) Dashurathi Mondal, (2) Subodh Chandra Mondal & (3) Sudhir Chandra Mondal, all sons of Late Notu Behari Mondal AND 'Plot/Lot-B', measuring about 214 (Two Hundred Fourteen) Decimals more or less, which is lying and situate on the Western Side and which was allotted in favour of the



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said Haridas Das, son of Late Mihir Lal Das. The said Partition Commissioner submitted the Partition Report before the Court of Learned 2nd Munsif at Alipore on 17.12.1969. Thereafter the said Partition Report was accepted and the said suit was decreed in final form on 14.01.1971.

Thus on the basis of final decree past by the Learned Court, the said (1) Dashurathi Mondal, (2) Subodh Chandra Mondal & (3) Sudhir Chandra Mondal, all sons of Late Notu Behari Mondal, became the absolute joint owners of ALL THAT piece and parcel of land measuring 214 (Two Hundred Fourteen) Decimals more or less, being 'Plot/Lot-A', which is situated and lying on the Eastern Side, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 492, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, and each having possessed undivided 1/3rd share in the property.

5.1.1.2 Sale by the said Dashurathi Mondal to Malati Sil : The said Dashurathi Mondal, son of Late Notu Behari Mondal, sold, transferred and conveyed his undivided 1/3rd share in the aforesaid total plot of land measuring 214 (Two Hundred Fourteen) Decimals more or less, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 492, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Malati Sil, by the strength of a Registered Deed of Conveyance, which was registered on 13.02.1982, registered in the office of the Registrar of Assurances, Calcutta, and recorded in Book No. 1, Volume No. 104, Pages 140 to 149, being Deed No. 2030 for the year 1982.

5.1.1.3 Sale by the said Sudhir Chandra Mondal to the said Malati Sil : The said Sudhir Chandra Mondal, son of Late Notu Behari Mondal, sold, transferred and conveyed his undivided 1/3rd share in the aforesaid total plot of land measuring 214 (Two Hundred Fourteen) Decimals more or less, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 492, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the said Malati Sil, by the strength of a Registered Deed of Conveyance, which was registered on 21.02.1983, registered in the office of the District Registrar, Barasat, and recorded in Book No. 1, Volume No. 8, Pages 93 to 102, being Deed No. 306 for the year 1983.



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5.1.1.4 Sale by the said Subodh Chandra Mondal to Gourhari Sil : The said Subodh Chandra Mondal, son of Late Notu Behari Mondal, sold, transferred and conveyed his undivided 1/3rd share in the aforesaid total plot of land measuring 214 (Two Hundred Fourteen) Decimals more or less, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 492, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Gourhari Sil, by the strength of a Registered Deed of Conveyance, which was registered on 21.02.1983, registered in the office of the District Registrar, Barasat, and recorded in Book No. 1, Volume No. 11, Pages 34 to 42, being Deed No. 307 for the year 1983.

5.1.1.5 Absolute Joint Ownership of (1) Malati Sil & (2) Gourhari Sil under (1) Deed No. 2030 for the year 1982, (2) Deed No. 306 for the year 1983 & (3) Deed No. 307 for the year 1983 : Thus on the basis of the aforementioned three Registered Deed of Conveyance, bearing (1) Deed No. 2030 for the year 1982, (2) Deed No. 306 for the year 1983 & (3) Deed No. 307 for the year 1983, the said (1) Malati Sil & (2) Gourhari Sil, became the absolute joint owners of the aforesaid total plot of land measuring 214 (Two Hundred Fourteen) Decimals more or less, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 492, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.6 L.R. Records : While in absolute possession and absolute ownership over the aforesaid property, the said (1) Malati Sil & (2) Gourhari Sil, duly recorded their names in the record of the L.R. Settlement in L.R. Khatian Nos. 319 & 683 respectively.

5.1.1.7 Joint Sale by the said (1) Malati Sil & (2) Gourhari Sil to Rajish Das : The said (1) Malati Sil & (2) Gourhari Sil plotted the aforesaid total land and sold, transferred and conveyed a demarcated plot, being Plot No. 1, land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301 corresponding to Khatian No. 304, R.S. Khatian No. 492, L.R. Khatian Nos. 319 & 683, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Rajish Das, son of Bidyut Kumar Das, by the strength



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of a Registered Deed of Conveyance, which was registered on 31.10.2000, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 148, Pages 379 to 390, being Deed No. 5909 for the year 2000. In the said deed, one Swapan Dutta, son of Kalipada Dutta, confirmed the said deed as confirming party.

5.1.1.8 Absolute Ownership of Rajish Das under Deed No. 5909 for the year 2000 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 5909 for the year 2000, the said Rajish Das, became the absolute owner of the aforesaid plot of land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less, being Plot No. 1, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301 corresponding to Khatian No. 304, R.S. Khatian No. 492, L.R. Khatian Nos. 319 & 683, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.9 L.R. Record : After having absolute possession and absolute ownership over the aforesaid property, the said Rajish Das duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1335.

5.1.1.10 Demise of Rajish Das : While in absolute possession and absolute ownership over the aforesaid property, the said Rajish Das died intestate on 21.12.2013, leaving behind his mother, Swapna Das, his wife namely Mahamaya Das and his minor daughter namely Debmohini Das, as his heirs and successors in interest in respect of his aforesaid property, left by the said Rajish Das, since deceased.

5.1.1.11 Absolute Joint Ownership of (1) Swapna Das, (2) Mahamaya Das & (3) Debmohini Das : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased son/husband/father, Rajish Das, the said (1) Swapna Das, (2) Mahamaya Das & (3) Debmohini Das, became the absolute joint owners of the aforesaid plot of land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less, being Plot No. 1, comprised in C.S. Dag No. 365 corresponding to R.S. Dag No. 385, under C.S. Khatian No. 301 corresponding to Khatian No. 304, R.S. Khatian No. 492, L.R. Khatian Nos. 319 & 683 corresponding to L.R. Khatian No. 1335 (in the name of Rajish Das, since deceased), lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur



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1 No. Gram Panchayet, in the District North 24 Parganas, and each having undivided 1/3rd share in the property.

5.1.1.12 Gift by the said Swapna Das to her, daughter-in-law/co-owner, Mahamaya Das : The said Swapna Das (mother of the said Rajish Das, since deceased) gifted her undivided 1/3rd share in the aforesaid plot of land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less, to her daughter-in-law/co-owner, the said Mahamaya Das, by the strength of a Registered Deed of Gift, which was registered on 29.03.2017, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2017, Pages 110047 to 110074, being Deed No. 190402834 for the year 2017.

5.1.1.13 Undivided Ownership of the said Mahamaya Das and her daughter, Debmohini Das : Thus on the basis of undivided 1/3rd share received by way of inheritance from his deceased husband, Rajish Das and undivided 1/3rd share received from her mother-in-law, Swapna Das by way of aforesaid Registered Deed of Gift bearing Deed No. 190402834 for the year 2017, the said Mahamaya Das became the owner of undivided 2/3rd share in the aforesaid plot of land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less AND her daughter, Debmohini Das became the owner of undivided 1/3rd share in the aforesaid plot of land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less, received by way of inheritance from her deceased father, Rajish Das.

5.1.1.14 L.R. Records : The said Mahamaya Das and her daughter, Debmohini Das, duly recorded their names in the record of the L.R. Settlement, as under :

<u>Name of the Owner</u>	<u>L.R. Khatian No.</u>
Mahamaya Das	3101 & 2682
Debmohini Das	2683

5.1.1.15 Court Guardianship : It is to be mentioned here that the said Mahamaya Das already applied/filed a Misc. Case before the Ld. A.D.J. Barasat, North 24 Parganas, vide Misc. Case No. 142 of 2016, for getting Court Guardianship of her minor daughter, Debmohini Das, and the Ld. Court was please to pass an order to sell the property of the said Debmohini Das (minor) for the benefit and welfare of the said minor, Debmohini Das.

5.1.1.16 Conversion of Land : It is to be noted here that the said Mahamaya Das and her daughter, Debmohini Das duly applied before the concerned



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BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land possessed by them in R.S./L.R. Dag No. 385 under L.R. Khatian Nos. 3101, 2682 & 2683, from 'Nursery' to 'Bastu' and the concerned BL&LRO, Rajarhat, District North 24 Parganas, duly converted the nature of the said land from 'Nursery' to 'Bastu', vide (1) Memo No. CON/1863/BL&LRO/RAJ dated 01.12.2020, (2) Memo No. CON/1865/BL&LRO/RAJ dated 01.12.2020 & (3) Memo No. CON/1864/BL&LRO/RAJ dated 01.12.2020 respectively.

5.1.1.17 Joint Sale by the said (1) Mahamaya Das & (2) Debmohini Das to the present Owner, Ashok Mandal : The said Mahamaya Das for self and as court guardianship of her minor daughter, Debmohini Das, sold, transferred and conveyed their aforesaid total plot of Bastu land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. more or less, being Plot No. 1, comprised in C.S. Dag No. 365 corresponding to R.S./L.R. Dag No. 385, under C.S. Khatian No. 301, R.S. Khatian No. 4492, L.R. Khatian No. 1335 (in the name of Rajish Das, since deceased) corresponding to L.R. Khatian Nos. 2682, 2683 & 3101, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Ashok Mandal, Landowner herein, by the strength of a Registered Deed of Conveyance, which was registered on 14.12.2021, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2021, Pages 753751 to 753788, being Deed No. 152317818 for the year 2021.

5.1.1.18 Registered Deed of Declaration : In the aforesaid Registered Deed of Conveyance, bearing Deed No. 152317818 for the year 2021, there is/was some typographical mistakes crept therein, relating to the nature of the said plot of land, and the said mistake has been rectified by the said Ashok Mandal, Landowner herein, by executing a Registered Deed Declaration, which was registered on 17.11.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. IV, Volume No. 1523-2022, Pages 4653 to 4663, being Deed No. 152300260 for the year 2022.

5.1.1.19 Absolute Ownership of Ashok Mandal under Deed No. 152317818 for the year 2021 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152317818 for the year 2021 and on the basis of the aforesaid Registered Deed of Declaration, bearing Deed No. 152300260 for the year 2022, the said Ashok Mandal, Landowner herein, became the absolute owner of **ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring **6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty)**



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sq.ft. be the same a little more or less, being Plot No. 1, comprised in C.S. Dag No. 365 corresponding to **R.S. Dag No. 385, L.R. Dag No. 385**, under C.S. Khatian No. 301, **R.S. Khatian No. 492, L.R. Khatian No. 1335** (in the name of Rajish Das, since deceased) corresponding to **L.R. Khatian Nos. 2682, 2683 & 3101**, lying and situate at Mouza - Jagadishpur, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

5.1.1.20 L.R. & Panchayet Records : After having absolute possession and absolute ownership over the aforesaid property, the said Ashok Mandal, Landowner herein, duly recorded his name in the record of the L.R. Settlement in **L.R. Khatian No. 3509**. The said Ashok Mandal also recorded and mutated his name in the record of the concerned Rajarhat Bishnupur 1 No. Gram Panchayet.

5.1.1.21 Conversion of Land : It is to be noted here that after having absolute possession and absolute ownership over the aforesaid property, the said Ashok Mandal, Landowner herein, further applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of land possessed by him in R.S./L.R. Dag No. 385 under L.R. Khatian No. 3509 (in the name of Ashok Mandal, Landowner herein), from 'Nursery' to 'Bastu' and the concerned BL&LRO, Rajarhat, District North 24 Parganas, duly converted the nature of the said land from 'Nursery' to 'Bastu', vide Memo No. CON/37/BL&LRO/RAJ/23 dated 24.02.2023.

6. DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE AND REGISTERED DEVELOPMENT POWER OF ATTORNEY :

6.1 Desire of Development & Acceptance : The said Ashok Mandal, Landowner herein, desire to develop his aforesaid total plot of Bastu land measuring 6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. be the same a little more or less and which is morefully described in the First Schedule hereunder written by constructing a multi storied building thereon, and the Developer herein accepted the said proposal and the Landowner has decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 Registered Development Power of Attorney After Registered Development Agreement : For the smooth running of the said project, the



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said Ashok Mandal, Landowner herein, agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the said Ashok Mandal, Landowner herein, has appointed and nominated one Subir Golui, Proprietor of New Greenland Construction, Developer herein, as his Constituted Attorney, to act on behalf of the Landowner.

7. **DEFINITION :**

- 7.1 **Building :** Shall mean multi storied building so to be constructed on the schedule property.
- 7.1.1 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 7.1.2 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit/flat/shops/garages for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowner's Allocation :** Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation :** Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer :** Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer :** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.



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- 7.1.7 **Building Plan** : Shall mean such plan which will be sanctioned by the concerned authority/authorities and/or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority/authorities.
- 7.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus 25% of service area.

8. **LANDOWNER'S RIGHT & REPRESENTATION :**

- 8.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

- 8.1.1 **Free From Encumbrance** : The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

9. **DEVELOPER'S RIGHTS :**

- 9.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.
- 9.1.1 **Right of Construction** : The Landowner hereby grants permission an exclusive rights to the Developer to build new building upon the schedule property.



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- 9.1.2 **Construction Cost** : The Developer shall carry total construction work of the building at his own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.
- 9.1.3 **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 9.1.4 **Booking & Agreement for Sale** : Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in his own name but without creating any liability on the Landowner.
- 9.1.5 **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 9.1.6 **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowner** : On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser/s** : On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.
- 9.1.9 **Deed of Conveyance** : The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner.



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10. **CONSIDERATION :**

- 10.1 **Permission against Consideration :** The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

11. **DEALING OF SPACE IN THE BUILDING :**

- 11.1 **Exclusive Power of Dealings of Landowner :** The Landowner shall be entitled to transfer or otherwise deal with the Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- 11.1.1 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

12. **NEW BUILDING :**

- 12.1 **Completion of Project :** The Developer shall at his own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 12.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 12.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context and in this respect as well as on that accounts.
- 12.1.3 **Panchayet Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement. And after that the



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Developer will pay/will be borne the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Panchayet taxes and other taxes including GST payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or his nominees and the Landowner and/or his nominee/nominees respectively.

- 12.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

13. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

- 13.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the authority being provided to that effect.
- 13.1.1 **Payment of Panchayet Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.
- 13.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.



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14. **COMMON RESTRICTION :**

- 14.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 4.1.2 Neither party shall demolish any wall or other structures in his respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 4.1.3 Neither party shall transfer or permit to transfer of his respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on his respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in his possession.
- 4.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 4.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 4.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.



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14.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

14.1.8 The Landowner shall permit the Developer and his servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

15. **LANDOWNER'S OBLIGATION :**

15.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

16. **DEVELOPER'S OBLIGATIONS :**

16.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 24 (Twenty Four) months from the date of sanctioning the building plan from the concerned authority. The Landowner also permits the Developer a grace period of 6 (Six) months more to handover the Landowner's Allocation.

16.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, then the Developer shall be liable to pay Rs.2,000/- (Rupees Two Thousand) only per month to the Landowner as demurrage.



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16.1.2 **No Violation** : The Developer hereby agrees and covenants with the Landowner :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

17. **LANDOWNER'S INDEMNITY :**

17.1 **Indemnity** : The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

18. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowner :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

19. **MISCELLANEOUS :**

19.1 **Contract Not Partnership** : The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

19.1.1 **Not specified Premises** : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer



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and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- 19.1.2 **Not Responsible** : The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/ association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given his consent to abide by such rules and regulations.
- 19.1.5 **Name of the Building** : The name of the building will be given by developer in due course.
- 19.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner.



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effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of his estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

19.1.7 **Documentation** : The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.

19.1.8 **Electrical Transformar** : The Electrical Transformar will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformar will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformar including lift facility in the project within the stated period of handing over the possession and under no circumstances, the Landowner and purchaser/s of the building will blame and will take any steps on this point to the developer.

20. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

21. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :



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Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

22. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas, and the Hon'ble High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **6 (Six) Cottahs 0 (Zero) Chittack 30 (Thirty) sq.ft. be the same a little more or less including cement flooring residential Tiles Shed measuring 100 (One Hundred) Square Feet more or less**, being Plot No. 1, lying and situate at **Mouza - Jagadishpur**, J.L. No. 27, Re. Sa. No. 197, Touzi No. 2998, P.S. Rajarhat, comprised in C.S. Dag No. 365 corresponding to **R.S. Dag No. 385, L.R. Dag No. 385**, under C.S. Khatian No. 301, **R.S. Khatian No. 492, L.R. Khatian No. 3509 (in the name of Ashok Mandal, Landowner herein)**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin Code - 700135, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :

ON THE NORTH : Plot of R.S./L.R. Dag No. 276.
ON THE SOUTH : Part of R.S./L.R. Dag No. 385 (Plot No. 2).
ON THE EAST : Land of Kalaberia Mouza.
ON THE WEST : 18 ft. Wide Panchayet Road.



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THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 42% (Forty Two Percent) of the total constructed area in the proposed building, so to be constructed by the Developer on the schedule land mentioned in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said proposed building.

Later on, after preparation of the Floor Plan, the said flats/garages/shops will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to Landowner along with a Supplementary Development Agreement/s denoting the said units within the purview of the Landowner's Allocation.

2. The Landowner will also get a sum of Rs.20,00,000/- (Rupees Twenty Lakh) only as refundable security deposit to be payable by the developer to the Landowner on or before signing, executing and registering of this present Development Agreement.

The aforesaid total refundable security deposit amounted to Rs.20,00,000/- (Rupees Twenty Lakh) only will be refunded by Landowner to the Developer on or before receiving possession of his Landowner's Allocation.

3. It is also settled that except the Landowner's Allocation as described above, the other constructed areas of the said proposed building will exclusively be treated as Developer's Allocation.



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4. The flats/garages/shops will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
5. The Landowner herein gives permission to amalgamate the land with his neighbour's plot of land. The area of Landowner's Allocation receivable by the Landowner as described above will be calculated on the basis of the proportionate holding by the Landowner on the schedule land/amalgamated plot of land.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion [i.e. 58% (Fifty Eight Percent) of the total constructed area in the building (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL OUTSIDE ROOM WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL & COMMON WALL** : Internal Wall - 3" thick and Common Wall - 5" thick (brick wall and plastered with cement mortar).
4. **FLOORING** : Flooring is of flat will be of Marble/Floor Tiles.
5. **BATH ROOM** : Bath Room fitted upto 5'-6" height with glazed tiles of standard brand.
6. **KITCHEN** : Cooking platform and sink will be of granite 2'-6" height standard tiles above the platform to protect the oil spot.



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7. TOILET : Toilet of Indian Type Pan/European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. Main Door & Other door palla of the flat of flush door. Hedge bolt on main entrance door, anodized aluminium tower bolt in main door (inside).
9. WINDOWS : Alluminium sliding window with cover grill.
10. WATER SUPPLY : Water supply around the clock.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower in toilet, all fittings are standard quality.
12. VERANDAH : Verandah Grill (half) will provide up to 2'-6" height.
13. LIFT : 4 persons capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point, one A.C. Point.
3. Living/Dining Room : Two light points, One/Two Fan points, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. One light point at main entrance.
7. Verandah : One light point.
8. Calling Bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with wall putty and external wall with weather seal or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be made.



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WITNESS WHEREOF the parties hereto have set and subscribe his respective
hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. Jayashree Mondal
Do- Madan Mohan Mondal
Vill- Nalabara, P.O. Sarapul,
P.S- Swarnapnagar, Dist-
24 P.O.S(N). Pin- 743286

2. Titli Mukherjee
Advocate
Judge' Court
Barasat.

Ashok Mandal
Ashok Mandal
Landowner

Drafted By :

Pinaki Chattopadhyay Swarnakar
Adv. Add.
F/1305/9/14/2011
Judge' Court, Barasat.
For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700157.
Ph.: 9830061809.

Composed By :

Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,

Subir Golui
Subir Golui
Proprietor of
New Greenland Construction
Developer



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MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a refundable sum of **Rs.20,00,000/- (Rupees Twenty Lakh) only** from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
001129	27.03.2023	HDFC Bank, VIP Road, Raghunathpur	Rs.5,00,000.00
001130	28.03.2023	HDFC Bank, VIP Road, Raghunathpur	Rs.5,00,000.00
001131	29.03.2023	HDFC Bank, VIP Road, Raghunathpur	Rs.5,00,000.00
001132	30.03.2023	HDFC Bank, VIP Road, Raghunathpur	<u>Rs.5,00,000.00</u>
TOTAL :			<u>Rs.20,00,000.00</u>

Witnesses :-

1. Jayashree Mondal

2. Titli Mukherjee

Ashok Mandal

Ashok Mandal

Landowner



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SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE L.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 ASHOK RAMDAS	L.H.					
	R.H.					

ATTESTED :- Ashok Ramdas

 SUBIN GOHARI	L.H.					
	R.H.					

ATTESTED :- Subin Gohari

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-



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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

HIVPM6034A



नाम / Name

JAYASHREE MONDAL

पिता का नाम / Father's Name

MADAN MOHAN MONDAL

जन्म की तारीख /

Date of Birth
04/06/1996

Jayashree Mondal

हस्ताक्षर / Signature

14032022

Jayashree Mondal

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



192022230350460941

Challan Details			
GRN:	192022230350460941	Payment Mode:	Online Payment
GRN Date:	27/03/2023 12:10:15	Bank/Gateway:	Bank of Boroda
BRN:	1329202070	BRN Date:	27/03/2023 12:11:48
GRIPS Payment ID:	270320232035046093	Payment Init. Date:	27/03/2023 12:10:15
Payment Status:	Successful	Payment Ref. No:	3000744576/5/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name: pinaki chattopadhyay
Address: tegharia main rd, kol 157
Mobile: 9163923942
Depositor Status: Advocate
Query No: 3000744576
Applicant's Name: Mr PINAKI CHATTOPADHYAY
Identification No: 3000744576/5/2023
Remarks: Sale, Development Agreement or Construction agreement Payment No 5
Period From (dd/mm/yyyy): 27/03/2023
Period To (dd/mm/yyyy): 27/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3000744576/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	3000744576/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	20021
Total				27042

IN WORDS: TWENTY SEVEN THOUSAND FORTY TWO ONLY.

PAID



Major Information of the Deed

No :	I-1523-04804/2023	Date of Registration	27/03/2023
No / Year	1523-3000744576/2023	Office where deed is registered	A.D.S.R. RAJARHAT, District: North 24-Parganas
Date	20/03/2023 5:26:34 PM		
Significant Name, Address Other Details	PINAKI CHATTOPADHYAY TEGHORIA MAIN ROAD, Thana : Bagulati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 7003254724, Status : Advocate		
Transaction	Additional Transaction		
[4310] Sale, Development Agreement or Construction Agreement	[4305] Other than immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
Stamp duty Paid (SD)	Rs. 40,64,344/-		
Rs. 7,121/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 20,021/- (Article:E, E, B)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Jagadishpur, JI No: 27, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-385 (RS :-)	LR-3509	Bastu	Bastu	6 Katha 30 Sq Ft		40,37,344/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road.
Grand Total :					9.9688Dec	0/-	40,37,344 /-	

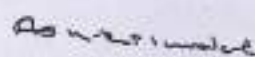
Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0/-	27,000 /-	



Record Details :

Name,Address,Photo,Finger print and Signature

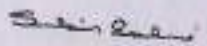
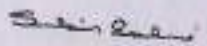
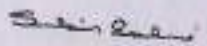
Name	Photo	Finger Print	Signature
Mr ASHOK MANDAL (Presentant) Son of SRIPATI MANDAL Executed by: Self, Date of Execution: 27/03/2023 Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office			
27/03/2023	LTI 27/03/2023	27/03/2023	

KARIMPUR ,ABHAYPUR, City:- Not Specified, P.O:- KARIMPUR, P.S:-Karimpur, District:-Nadia, West Bengal, India, PIN:- 741152 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: FXxxxxxx5M, Aadhaar No: 36xxxxxxxx9212, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023
 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NEW GREENLAND CONSTRUCTION A/AS/68/1 ARJUNPUR, City:- Not Specified, P.O:- ARJUNPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 , PAN No.: ADxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SUBIR GOLUI Son of BASUDEB GOLUI ALIAS BASUDEV GOLUI Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Mar 27 2023 5:08PM</td> <td>LTI 27/03/2023</td> <td>27/03/2023</td> <td></td> </tr> </tbody> </table> A/AS/68/1 ARJUNPUR, City:- Not Specified, P.O:- ARJUNPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx3N, Aadhaar No: 58xxxxxxxx5039 Status : Representative, Representative of : NEW GREENLAND CONSTRUCTION (as PROPRIETOR)	Name	Photo	Finger Print	Signature	Mr SUBIR GOLUI Son of BASUDEB GOLUI ALIAS BASUDEV GOLUI Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office				Mar 27 2023 5:08PM	LTI 27/03/2023	27/03/2023	
Name	Photo	Finger Print	Signature										
Mr SUBIR GOLUI Son of BASUDEB GOLUI ALIAS BASUDEV GOLUI Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office													
Mar 27 2023 5:08PM	LTI 27/03/2023	27/03/2023											



Name	Photo	Finger Print	Signature
Jashree Mondal Daughter of M Mondal Bana, City:- Not Specified, P.O:- Manapal, P.S:-Swarupnagar, District:- North 24-Parganas, West Bengal, India, PIN:- 743286			<i>Jashree Mondal</i>
Identifier Of Mr ASHOK MANDAL, Mr SUBIR GOLUI	27/03/2023	27/03/2023	27/03/2023

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK MANDAL	NEW GREENLAND CONSTRUCTION-9.96875 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK MANDAL	NEW GREENLAND CONSTRUCTION-100.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Jagadishpur, JI No: 27, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 385, LR Khatian No:- 3509	Owner: অশোক মন্ডল, Gurdian: শ্রীপতি মন্ডল, Address: নিজ , Classification: দার্সারি, Area: 0.10000000 Acre,	Mr ASHOK MANDAL



Endorsement For Deed Number : I - 152304804 / 2023

2023-2023

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 64,344/-

Sanjoy Basak

Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 27-03-2023

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

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

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

Presented for registration at 16:21 hrs on 27-03-2023, at the Office of the A.D.S.R. RAJARHAT by Mr ASHOK MANDAL ,Executant.

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

Execution is admitted on 27/03/2023 by Mr ASHOK MANDAL, Son of SRIPATI MANDAL, KARIMPUR ,ABHAYPUR, P.O: KARIMPUR, Thana: Karimpur, , Nadia, WEST BENGAL, India, PIN - 741152, by caste Hindu, by Profession Business

Indetified by Jayashree Mondal, , Daughter of M Mondal, Nala Bana, P.O: Sanapul, Thana: Swarupnagar, , North 24-Parganas, WEST BENGAL, India, PIN - 743286, by caste Hindu, by profession Others

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

Execution is admitted on 27-03-2023 by Mr SUBIR GOLUI, PROPRIETOR, NEW GREENLAND CONSTRUCTION (Sole Proprietorship), A/AS/68/1 ARJUNPUR, City:- Not Specified, P.O:- ARJUNPUR, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Indetified by Jayashree Mondal, , Daughter of M Mondal, Nala Bana, P.O: Sanapul, Thana: Swarupnagar, , North 24-Parganas, WEST BENGAL, India, PIN - 743286, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021.00/- (B = Rs 20,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2023 12:11PM with Govt. Ref. No: 192022230350460941 on 27-03-2023, Amount Rs: 20,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 1329202070 on 27-03-2023, Head of Account 0030-03-104-001-16



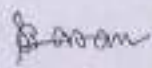
Amount of Stamp Duty

Verified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, online = Rs 7,021/-

Description of Stamp

Stamp: Type: Impressed, Serial no 180365, Amount: Rs.100.00/-, Date of Purchase: 25/01/2023, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2023 12:11PM with Govt. Ref. No: 192022230350460941 on 27-03-2023, Amount Rs: 7,021/-, Bank: Bank of Baroda (BARB0INDIAE), Ref. No. 1329202070 on 27-03-2023, Head of Account 0030-02-103-003-02



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal



...cate of Registration under section 60 and Rule 69.
...tered in Book - I
...me number 1523-2023, Page from 169644 to 169678
...ng No 152304804 for the year 2023.



Digitally signed by SANJOY BASAK
Date: 2023.04.04 18:31:39 +05:30
Reason: Digital Signing of Deed.

Basak

(Sanjoy Basak) 2023/04/04 06:31:39 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.



DATED THE DAY OF 2023

DEVELOPMENT AGREEMENT

BETWEEN

Ashok Mandal

Landowner

Subir Golui

Proprietor of

New Greenland Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road

Kolkata - 700157