

10900/23

I-10977/23

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 888779

क्र. 2-3010183/2023

Signature Sheet and
Endorsement Sheet are
the Part & Parcel of the
Document

District Sub-Registrar
Hooghly

07 DEC 2023

DEVELOPER'S AGREEMENT FOR
DEVELOPMENT

THIS DEVELOPER'S AGREEMENT FOR
DEVELOPMENT is made this on the 7th day of
December, in the year 2023 (Two Thousand and Twenty
Three of the Christian Era.

Contd...2

मां: Prakash Jha

খানা ৪০২৫৭

মূল্য- ৫০০০/- মোকাম- চন্দননগর কোর্ট

মূল্য- ৫০০০/-

মোকাম- চন্দননগর কোর্ট

P. Sankar

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.



Asst. Sub-Registrar-1
Muzaffarpur

07 DEC 2023



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



192023240310637338

GRN Details

GRN:	192023240310637338	Payment Mode:	SBI Epay
GRN Date:	07/12/2023 12:48:07	Bank/Gateway:	SBIePay Payment Gateway
BRN :	1715441148717	BRN Date:	07/12/2023 12:48:35
Gateway Ref ID:	2873255414	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	071220232031063732	Payment Init. Date:	07/12/2023 12:48:07
Payment Status:	Successful	Payment Ref. No:	2003010183/1/2023

[Query No*/Query Year]

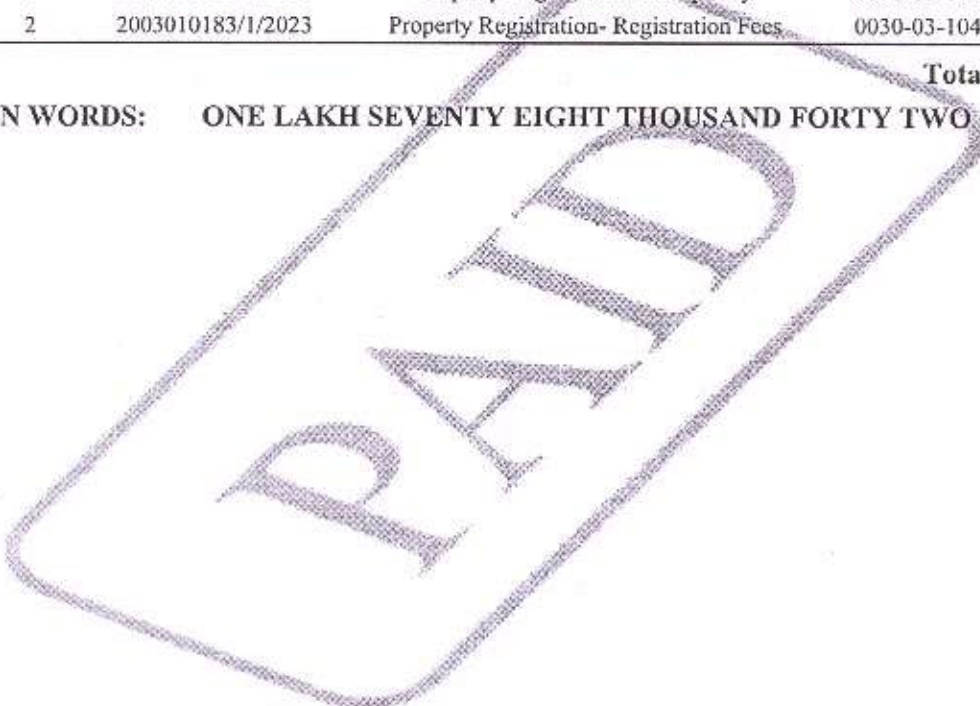
Depositor Details

Depositor's Name:	Mr SWAPAN MANDAL
Address:	MAHESHPUR
Mobile:	9674108024
Period From (dd/mm/yyyy):	07/12/2023
Period To (dd/mm/yyyy):	07/12/2023
Payment Ref ID:	2003010183/1/2023
Dept Ref ID/DRN:	2003010183/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003010183/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	2003010183/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	108021
Total				178042

IN WORDS: ONE LAKH SEVENTY EIGHT THOUSAND FORTY TWO ONLY.





Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



071220232031063732

GRIPS Payment Detail

GRIPS Payment ID:	071220232031063732	Payment Init. Date:	07/12/2023 12:48:07
Total Amount:	178042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1715441148717	BRN Date:	07/12/2023 12:48:35
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

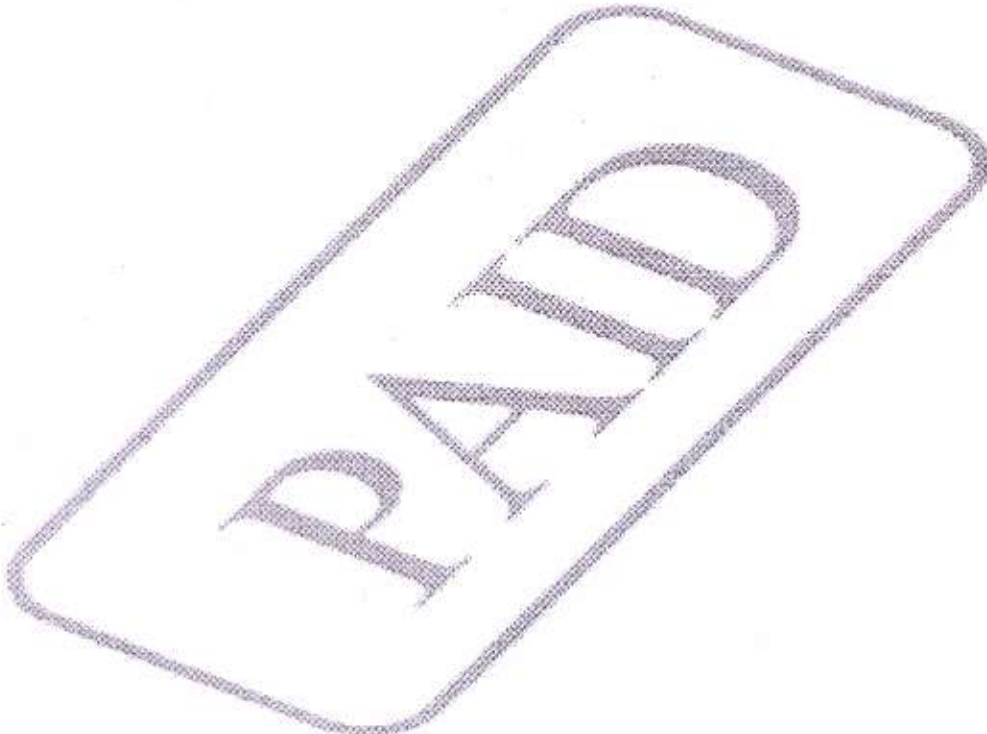
Depositor's Name: Mr SWAPAN MANDAL
Mobile: 9674108024

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240310637338	Directorate of Registration & Stamp Revenue	178042
Total			178042

IN WORDS: ONE LAKH SEVENTY EIGHT THOUSAND FORTY TWO ONLY.

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



BETWEEN

1. SRI. PARTHA GHOSH (PAN- ADHPG7935N), (AADHAAR No. 8431 1681 5375), son of Late Dr. Bimal Kumar Ghosh, by faith Hindu (Indian Citizen), by Profession- Business, resident of 184, G.T.Road, Sheoraphuli, P.O. & P.S. Serampore, Dist. Hooghly, Pin 712223 and **2. SMT. MOUTUSHI PALIT (PAN-BQEPP2984D), (AADHAAR No. 4342 5422 2693), (MOBILE No. 8826716893)**, daughter of late Nimai Kumar Ghose, by faith Hindu (Indian Citizen), by Profession-Housewife, resident of 242, G.T. Road, P.O. & P.S. Serampore, Dist. Hooghly, Pin-712223, hereinafter called and referred to as the **LAND OWNER** (which expression unless excluded by or repugnant to the context shall be deemed to mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

SRI. SWAPAN MANDAL, (PAN- DHHPM6397H), (AADHAAR NO. 7598 0607 2328), son of Monoranjan Mandal, by faith Hindu, (Indian Citizen), by Profession- Business, resident of Maheshpur, P.O. Sugandhya, P.S. Polba, Dist. Hooghly, Pin. 712102, hereinafter called and referred to as the **DEVELOPER** (which expression unless excluded by or repugnant to the context shall be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS the property situated in the District of Hooghly, ADSR Serampore, DSR-II Hooghly Sadar, P.S. Serampore, **Mouza Chatra**, J.L No. 10, Touzi No. 167, more fully describe in the Schedule below, under the jurisdiction of Baidyabati Municipality was originally owned by one **Surendra Nath Ghosh**.

AND WHEREAS the above noted **Surendra Nath Ghosh** by way of a **Gift Deed Dated 24/04/1954**, recorded in Book No. 1, Volume No. 28, Page No 245 to 249, **Being No. 2224**, Registered in the Office of Sub-Registrar, Serampore, transferred a portion of the

above noted property with others properties in favour of → **Sri Nimai Kumar Ghosh**, one of his sons.

AND WHEREAS the above noted **Surendra Nath Ghosh** by way of a **Gift Deed Dated 24/04/1954**, recorded in Book No. 1, Volume No. 28, Page No 240 to 244, **Being No. 2221**, Registered in the Office of Sub-Registrar, Serampore transferred a portion of the above noted property with others properties in favour of **Kamal Kumar Ghosh**, one of his sons.

AND WHEREAS subsequently said **Surendra Nath Ghosh** acquired by way of inheritance as per the provisions of Hindu Law of Succession by **Sri Nimai Kumar Ghosh** and **Sri Kamal Kumar Ghosh**.

AND WHEREAS the above noted **Kamal Kumar Ghosh** and **Nimai Ghosh** was the joint owners and possessors of the above noted property and enjoying their rights by recoding their respective names in the records of rights and with the records of Baidyabati Municipality.

AND WHEREAS above noted **Kamal Kumar Ghosh** expired on **18/08/1996** leaving behind his wife **Smt. Maya Ghosh** as his only legal heir and successor to the above noted property which is described in detail in the "**A**" **Schedule** hereunder and she became the owner of the above noted property as per Hindu Law of Succession, it may be mentioned here that the only son of **Kamal Kumar Ghosh** and **Maya Ghosh**, **Kunal Ghosh**, had died previously.

AND WHEREAS for the better enjoyment of the above noted properties, **Sri Nimai Kumar Ghosh**, Son of Late Suresh Chandra Ghosh, Resident of Sheoraphuli, P.S. Serampore, Dist - Hooghly and **Smt. Maya Ghosh**, wife of Late **Kamal Kumar Ghosh**,

Resident of Sheoraphuli, P.S. Serampore, Dist.-Hooghly partitioned and demented their respective shares by way of a **Deed of Partition, Dated 23/03/1999**, recorded in Book No. 1, Volume No. 28, Page No 259 to 272, Being No. 1102, Registered in the Office of Sub-Registrar, Serampore, Hooghly.

AND WHEREAS by virtue of the above noted Partition Deed the above noted **Smt. Maya Ghosh**, wife of Late Kamal Kumar Ghosh, Resident of Sheoraphuli, P.S. Serampore, Dist.-Hooghly became owner of the '**Kha**' Schedule property of the said partition deed.

AND WHEREAS thereafter the above noted **Maya Ghosh** executed a **Deed of Settlement dated 07/06/2000**, recorded in Book No. 1, Volume No. 90, Page No 251 to 260, **Being No. 3578**, Registered in the Office of Sub-Registrar, Serampore transferring the "**A**" **Schedule** property herein in favour of → **Sri Partha Ghosh**, son of Late Dr. Bimal Kumar Ghosh, resident of 184, G.T. Road, Sheoraphuli, P.O. & P.S. Serampore, Dist. Hooghly, Pin 712223.

AND WHEREAS the above noted **Smt. Maya Ghosh**, Wife of Late Kamal Kumar Ghosh, Resident of Sheoraphuli, P.S. Serampore, Dist.-Hooghly expired on **20/07/2017** and as per terms of the above noted Settlement Deed executed on dated **07/06/2000**, recorded in Book No. 1, Volume No. 90, Page No 251 to 260, **Being No. 3578**, Registered in the Office of Sub-Registrar, Serampore, the said **Partha Ghosh**, son of Late Dr. Bimal Kumar Ghosh, resident of 184, G.T. Road, Sheoraphuli, P.O. & P.S. Serampore, Dist. Hooghly, Pin 712223, became the absolute owner of the Schedule "**A**" **Property** to the exclusion of all others.

AND WHEREAS subsequently the above noted **Nimai Kumar Ghosh** expired on **15/06/2016** leaving behind his daughter namely **SMT. MOUTUSHI PALIT**, daughter of Sri Nimai Kumar

Ghosh, resident of 242, G.T. Road, P.O. & P.S. Serampore, Dist. Hooghly, Pin - 712223 and she became owner of the "B" **Schedule** Property by way of natural inheritance as per Hindu Law of Succession. The mother of the above noted **SMT. MOUTUSHI PALIT** and the wife of Late Nimai Kumar Ghose, namely Minati Ghose also expired on **06/09/2017**.

AND WHEREAS the above noted Land Owners thereafter, recorded their names in the L.R. Records of Rights and entered their names in the Assessment Registrar of Baidyabati Municipality.

AND WHEREAS the land owners with an intention to develop the property described in detail in the **FIRST SCHEDULE** hereunder had approached the Developer herein for Development of their property on the terms and conditions herein after written.

DEFINATIONS

The terms in these presents shall, unless there be contrary or repugnant to the context be deemed to mean and include the following:

It would be affected at the time of construction and after completion of construction.

1. **OWNERS** : shall mean (1) **SRI. PARTHA GHOSH (PAN-ADHPG7935N)**, (AADHAAR No. 8431 1681 5375), by faith Hindu (Indian Citizen), by Profession- Business, son of Late Dr. Bimal Kumar Ghosh, resident of 184, G.T. Road, Sheoraphuli, P.O. & P.S. Serampore, Dist. Hooghly, Pin 712223 and (2) **SMT. MOUTUSHI PALIT (PAN-BQEPP2984D)**, (AADHAAR No. 4342 5422 2693), by faith Hindu (Indian Citizen), by Profession-Housewife, daughter of Sri. Nimai Kumar Ghosh, resident of 242, G.T. Road, P.O. & P.S. Serampore, Dist. Hooghly, Pin - 712223.

2. **DEVELOPER** : shall mean **SRI. SWAPAN MANDAL, (PAN-DHHPM6397H), (AADHAAR NO. 7598 0607 2328)**, son of Monoranjan Mandal, by faith Hindu, (Indian Citizen), by Profession- Business, resident of Maheshpur, P.O. Sugandhya, P.S. Polba, Dist. Hooghly, Pin. 712102.
3. **ARBITRATOR(S)** : shall mean the arbitrators to be appointed by the **OWNERS** and the **DEVELOPER** jointly.
4. **ARCHITECTS** : shall mean such architects as may be appointed as the Architects by the **DEVELOPER** for planning, designing, rendering etc. all technical inputs in the project.
5. **COMMON PORTIONS** : shall mean all the common areas and installations comprised in the new building /buildings, and the Premises, after completion of the development, including staircases, landings lobbies, corridors, lifts, lift machine rooms, passages, path ways, boundary walls, room for water pumps, common toilet on the ground floor (if any), tube wells, underground water reservoirs, overhead water tanks, water pumps with motors, electrical, plumbing and other installation and facilities and service areas etc. which the **OWNERS** and the **DEVELOPER** may decide from time to time by mutual agreement and more particularly described in the **SIXTH SCHEDULE**. It would be after completion of the building/buildings.
6. **PARTICULARS OF CONSTRUCTION** : as described in the **FIFTH SCHEDULE**.
7. **COMMON PURPOSES** : shall mean all acts, deeds and things as are necessary for ensuring the beneficial use of the new Building and / or Buildings, by the unit owners, in common.
8. **SUPER BUILT UP AREA (FOR ANY INDIVIDUAL UNITS)** :
Here super built up area means the total covered area plus service area.
9. **COVERED/CARPET AREA** : shall mean the entire covered area as may be sanctioned by the Concerned Authority and shall include the plinth area of the Units including, the plinth area of the bathrooms and balconies and open terraces if any, appurtenant thereto and also the thickness of the walls (external or internal) and pillars and the area of

the Common portion PROVIDED THAT if any wall be common between 2(two) units, then $\frac{1}{2}$ (One Half) of the area under such wall shall be included in each such unit.

10. **FORCE MAJEURE** : It shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, general strike or bandh, air raid and/or any notice or order from the concerned Municipality, any other Government or statutory body or prohibitory order of Court and/or changes in any existing rules and laws relating to sanctioning of the plans or the same being submitted for sanctioning restraining and/or having the effect of restraining the construction of the new Buildings at the premises.
11. **LAND** : shall mean the land comprised in the premises more fully described in the **FIRST SCHEDULE** hereunder written.
12. **MUNICIPALITY** : shall mean the Baidyabati Municipality and shall include other concerned authorities which may be recommend for approval and/or sanction of the plans.
13. **NEW BUILDING/BUILDINGS** : shall mean the building/buildings proposed to be constructed on the Premises by the **DEVELOPER** in pursuance hereof.
14. **PARKING SPACES** : shall mean the spaces on the ground floor of the new Building as also in the open space surrounding the New Building, capable of being used for parking of motor cars of medium size and two wheelers.
15. **PLANS** : shall mean the plans of the New Buildings, as prepared by the **DEVELOPER** agreed by **OWNERS** of land and to be sanctioned and approved by the Baidyabati Municipality or any other concerned authority and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as would be prepared by the Architects for utilizing the maximum permissible **Floor Area Ratio (FAR)** available on the premises under the rules of the Municipality from time to time, including variations, modifications therein, if any.
16. **PREMISES** : shall mean the property situated at District Hooghly, P.S. Serampore, Baidyabati Municipality, Chatra, G.T. Road, Mouza-Chatra, Pin-712223, West Bengal.
17. **PROJECT** : shall mean the work of development undertaken and to be done by the **DEVELOPER** in pursuance hereof, till

- the development of the premises/project be completed and possession of the Unit be taken over by the Unit Owners.
18. **PROPORTIONATE** : with all its cognate variations shall mean such ratio, i.e. the Covered Area of any unit or units is in relation to the Covered Area of all the units in the New Building.
 19. **UNIT** : shall mean any residential flat, shop, commercial or other Covered area in the New Building/Buildings, which is capable of being exclusively owned used and/or enjoyed by any Unit Owners.
 20. **UNIT OWNERS** : shall according to its context mean all owners of different units in the New Building/Buildings including the **DEVELOPER** and the **OWNERS** in respect of total Building/ Buildings.
 21. **ADVOCATE** : shall mean the Advocate for the entire project as appointed by the **DEVELOPER** and **OWNERS**.
 22. **MASCULINE GENDER** : shall include the feminine and neuter gender and vice versa.
 23. **WORDS** : importing the singular shall include the plural and vice versa.
 24. **SALEABLE SPACE** : shall mean the space within the building/ buildings, which is to be available as a unit/flat for independent use and occupation in respect of Developer's Allocation as mentioned in this Agreement.
 25. **LAND OWNERS' ALLOCATION** : shall mean Rs. 1,08,00,000/- (Rupees One Crore and Eight Lakhs) plus 30 % of the total construction area.
 26. **DEVELOPER'S ALLOCATION** : shall mean the entire proposed multi storied building, which is equivalent to 70 % of total constructed area including the proportionate share of common facilities, common parts, common amenities of the building and proportionate share of land which is more fully described in **FOURTH SCHEDULE** written herein below.
 27. **Extra area of construction** : If the Developer further carries out construction over and above the proposed area the benefits of the said area shall be enjoyed by the Developer only. The Developer shall take the necessary permission for

this by paying Fine & charge to the Baidyabati Municipality. The Owners shall raise no objection for this in future.

28. **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 undivided share in the land and transfer of space in the said proposed building to intending purchaser thereof.
29. **DEMOLITION** : the developer reserves the right to demolish the existing building and structure thereon and the right to exclusive benefit derived thereof.
30. **TRANSFeree** : shall mean person, firm, limited company, association of persons or body individuals to whom any space in the building shall be transferred.

REPRESENTATION OF THE OWNERS

The **OWNERS** have represented to the **DEVELOPER** and the **DEVELOPER** acted on the basis of such representations made by the Owners as follows:-

1. The entirety of the Premises as described in "**FIRST**" **SCHEDULE** herein is in the Khas possession of the **OWNERS** to the exclusion of all others.
2. There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.
3. No person other than the **OWNERS** have any right title and/or interest of any nature whatsoever in the premises or any part thereof.
4. The right, title and interest of the **OWNERS** in the premises is free from all encumbrances whatsoever and the **OWNERS** have a good marketable title thereto.
5. Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax Revenue or any other public demand or in any other Law in force.
6. There is no Wakf, tomb, mosque, burial ground, temple and/or any charge, charge or encumbrances relating to or on the premises or any part thereof.
7. The **DEVELOPER** has seen and examined the title of the **OWNERS** in respect of the premises and thereafter the

DEVELOPER has agreed to develop the said premises in the terms of the Agreement provided however, if at any time in future, there shall be any claims or defects found in the title of the **OWNERS**, the **OWNERS** shall make all efforts to rectify the same at the earliest for which the costs and charges, if any, shall be borne by the **OWNERS**.

CLAUSES AND CLAUSE HEADINGS

The clause and paragraph headings in the Agreement are for case reference only and shall not be taken into the account in the construction or interpretation of any covenant, conditions or provision to which they refer.

AGREEMENT

Relying on the aforesaid representations made by the **OWNERS** and in view of the desire of the **OWNERS** to develop the Premises, the **OWNERS** and the **DEVELOPER** have agreed to enter into this Agreement with each other for carrying out the works as herein contained, on the terms and conditions hereunder written.

BASIC AGREEMENT

The **OWNERS** and the **DEVELOPER** have entered into this Agreement for the purpose of commercial exploitation of the Premises on the terms and conditions hereunder contained.

From the Commencement Date the **DEVELOPER** will have exclusive right of development of the Premises subject to the terms and conditions stated herein.

COMMENCEMENT & TENURE

It is made clear that this Agreement shall commence and/or become effective from the date of execution of this agreement hereinafter called the "**COMMENCEMENT DATE**".

This Agreement shall continue to be in force for a period of **5 (Five)** years from the date of execution & registration of this **DEVELOPMENT AGREEMENT** or sanction of building plan whichever is later. However the parties herein may decide to extend such period as may be mutually decided by them, the **OWNERS** shall not be entitled to rescind or cancel this agreement. The **DEVELOPER** shall initiate the Development work within 3 months from the date of sanction of building plan but only after getting vacant possession of the property described in detail in the **FIRST SCHEDULE** from the owners of the said land

AND WHEREAS the party of the **SECOND PART** will arrange everything and bear all responsibility for obtaining sanctioned building plan and the party of the **FIRST PART** hereby grants all authority to sign on their behalf on all documents for the purpose of obtaining sanction building plan to the **DEVELOPER**. Plans shall mean plan or plans for the proposed building/buildings to be prepared by the recognized architect of the **DEVELOPER**.

MODALITIES

TITLE DOCUMENTS : The **OWNERS** have already handed over original title deeds of the Premises to the **DEVELOPER** and the **DEVELOPER** will also allow the necessary inspection, of the original documents by the intending purchasers, or purchaser by Banks, Financial Institutions, Government bodies and any other agencies as may be required from time to time..

TITLE : The **OWNERS** hereby undertakes and assures that the **OWNERS** shall be liable and responsible for any latent defect in the title of the premises and will be responsible for remedying such defect and in this regard, the **OWNERS** hereby indemnifies and undertake and agrees to keep the **DEVELOPER** indemnified of from and against all loses and damages which the **DEVELOPER** may suffer on account of such defect of title.

The **DEVELOPER** shall be entitled to carry out such additions and alterations to the plan or map as are required by the authorities. One of such copy of the sanctioned plan will be taken

by the **OWNERS** and the other such copy by the **DEVELOPER**, such ratio shall apply not only to physical area but to intangibles such as market norms, advantage and benefits in the event of any dispute regarding allocation, the same shall be referred to arbitration in the manner hereinafter provided.

Simultaneously with the execution of this Agreement the **OWNERS** shall put the **DEVELOPER** in possession of the said Land for development only and **DEVELOPER** shall have and continue to have a charge and lien and possession over the Premises to the extent of its allocation and deposits. On and from the date of receiving possession of the Premises till the completion of the project, the **DEVELOPER** shall be entitled to set up temporary site offices and /or quarters for its staff at a portion of the Premises and shall further be entitled to put up boards and sign advertising the Project and post its watch and work stall.

After demolition of the existing building the materials shall be taken by the **DEVELOPER** exclusively to the exclusion of the **OWNERS**.

The **DEVELOPER** shall be at liberty to do all works as be required for the Project and to utilize the water, electricity and telephone connections in the Premises at its own risk, costs and expenses. The **DEVELOPER** shall have the right to obtain temporary connection of utilities for the Project and the **OWNERS** will sign and execute all papers and documents necessary therefore authorizing the **DEVELOPER** as their signatory authority.

 **Right of construction** : The Land owners hereby grant permission and exclusive rights to **DEVELOPER** to build new building upon the project property.

Construction Cost : The **DEVELOPER** shall carry total construction work of the present building at its own costs and

expenses. No liability on account of construction cost will be charged from **OWNERS'** allocation.

Sale Proceeds of Developer's Allocation : The **DEVELOPER** will take the sale proceeds of **DEVELOPER'S** allocation exclusively.

Booking Agreement for Sale : Booking from intending purchaser for **DEVELOPER'S** allocation will be taken by the **DEVELOPER** and the agreement with the intending purchasers will be signed by the **DEVELOPER**. All the sale consideration of **DEVELOPER'S** allocation shall be wholly be taken by the **DEVELOPER** and issue money receipt in its own name but without creating any liability on the part of the **OWNERS**.

Selling Rate : The selling rate of the **DEVELOPER'S** allocation will be fixed by the **DEVELOPER** without any permission or consultation with the Landowners.

Profit & Loss : The profit & loss, earned from the project will be entirely received or borne by the **DEVELOPER** only.

Possession to the intending Purchaser : On completion of the project, the **DEVELOPER** will handover possession to the intending purchaser.

Deed of Conveyance : The deed of conveyance will be signed by the **DEVELOPER** in respect of **DEVELOPER'S** allocation.

Roof shall be exclusively retained and enjoyed by the **DEVELOPER**, and the **DEVELOPER** reserves the right to construct further floors on the building if they so desires without further consent of the **OWNERS** and in such event the entire benefit of the constructed area shall be solely enjoyed by the **DEVELOPER**.

AREA ENTITLEMENT AND ALLOCATION OF THE LAND OWNERS AND DEVELOPER

- A. After completion of the construction work, the **OWNERS** and the **DEVELOPER** will have their allocation of constructed area in the following manner.

A. Ai) The allocation of the owners shall mean Rs. **1,08,00,000/- (Rupees One Crore and Eight Lakhs)** more fully described in the **THIRD SCHEDULE** hereunder written.

The **DEVELOPER** had paid a sum of Rs. **1,08,00,000 /- only (Rupees One Crores Eight Lakhs Only)** before the execution of development agreement written in detail in the memo of consideration hereunder as advance, the receipt of which sum the **"THE LANDOWNERS"** hereby acknowledge.

Aii) The allocated area of the **DEVELOPER** will be the entire building/buildings out of the total area to be constructed on the **FIRST SCHEDULE** mentioned property.

If the Developer further carries out construction over and above the proposed area the benefits of the said area shall be enjoyed by the Developer only. The Developer shall take the necessary permission for this by paying Fine & charge to the Baidyabati Municipality. The Owners shall raise no objection for this in future.

Aiii) By virtue of the aforesaid space allocation, the **DEVELOPER** is free to sell their allocated area along with right of user of common area, common amenities, car and two wheeler parking space; commercial space etc. to the intending Purchaser(s) which shall be under sole discretion of the **DEVELOPER**. Accordingly, the **DEVELOPER** is free to enter into all type of Agreement for Sale, receive earnest money, progressive payment, final Agreement from the intending Purchaser(s) against Sale of Unit(s) in respect of **DEVELOPER'S** allocation.

See
B. The party of the **FIRST PART** hereby further declare that it will have no claim or claims whatsoever from the **DEVELOPER** apart from the monetary benefits as stipulated above during subsistence of this indenture and make free the **DEVELOPER** to sale, enter into Agreement to sale with any intending Purchaser(s) at the sole discretion of the **DEVELOPER** and to realize the consideration from the

Purchaser(s), in respect of **DEVELOPER'S** allocation. The **DEVELOPER** shall sell his allocated share.

- C. After getting the plan sanctioned from the Baidyabati Municipality or any other concerned authority, the party of the **SECOND PART** shall undertake execution of construction of the proposed building (s) in the schedule property in accordance with the Sanctioned plan.
- D. The party of the **FIRST PART** shall convey the undivided proportionate share of the land of the **FIRST SCHEDULE** property and the party of the **SECOND PART** shall convey the undivided proportionate share of the constructed area in favour of the intending **PURCHASER(S)**.

OBLIGATION OF LAND OWNERS

1. That the land owners shall handover clear and marketable title to the property described in detail in the **FIRST SCHEDULE** hereunder to the **DEVELOPER**.
2. That the land owners shall facilitate the developer in obtaining necessary permission for electricity connection and for obtaining necessary permission for boring on the property, permission for demolition of the existing structure on the property and for obtaining sanctioned building plan

OBLIGATION OF DEVELOPER

1. That the developer shall be responsible for carrying out the entire construction work.
2. The developer shall provide and 8" feet wide entrance at the ground floor which shall act as an entrance for the commercial space provided at the ground floor and first floor of the property.

COMMON RESTRICTION

Restriction of Developer in common : The **DEVELOPER'S** Allocation in the building shall be subject to the restriction and use in the building intended for common benefits of all occupiers of the building which shall include as follows:-

DEVELOPER shall not 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 do anything thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

DEVELOPER shall demolish any wall or other structure in or any portion hereof or make any structural alteration therein outside of the sanction plan without the previous consent of the other occupiers in this behalf.

DEVELOPER and the **OCCUPIERS** shall transfer or permit to transfer their respective allocation or any portion thereof unless (s) such party shall have observed and performed all terms and conditions of their respective part to be observed and/or performed and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

DEVELOPER shall abide by all laws, by laws, 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.

The **DEVELOPER** shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenance and floor and ceiling etc. in the building in good working conditions and repair and in particular so as not to cause any damage of the building or any other space or accommodation therein and shall keep either of them and/or the occupants of the building indemnified from and against the consequence of any breach.

No goods or other items shall be kept by the **DEVELOPER** and the **OCCUPIERS** 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 movement of users in the corridors and other place of common use in the building.

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 into the compound corridor or any other portion or portions of the building.

Similarly the **DEVELOPER** shall not transfer or permit transfer of the **DEVELOPER'S** Allocation or any portion thereof unless the proposed transferee shall agree to be bounded by the Terms and conditions hereof and agrees to duly and promptly pay all and whatsoever sums which shall be payable in relation to the units being so transferred.

The **OWNERS** and **DEVELOPER** or any of the transferees shall not do cause or permit to be done any act or thing which may render void and voidable any insurance of the new Buildings or any part thereof and shall keep the **OWNERS** and the **DEVELOPER** and other occupiers of the new Buildings as the case may be, harmless and indemnified from and against the consequences of any such breach.

No goods or other things shall be kept by the **OWNERS** or the **DEVELOPER** or any of their transferees for display or otherwise in the corridors or other places of common use in or around the new buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new Buildings and in case any such hindrance is caused the **OWNERS/DEVELOPER** or holding organization shall be entitled to remove the same at the risk and costs of the person who keep such goods or creates such hindrance.

MISCELLANEOUS

Contract Not Partnership : The **LANDOWNERS** 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 Landowners and the **DEVELOPER** in any manner nor shall the parties hereto be constituted as association of persons.

Not specified Premises : It is understood that from time to time to facilitate the construction of the building by the **DEVELOPER** various deed, matters and things not hereby specified may be required to be done by the **DEVELOPER** and for which the **DEVELOPER** may need the authority of the landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The landowners hereby undertake to do such legal acts, deeds, matters and things as and when required and the landowners shall execute any such additional power of attorney and/or letter of authority which may be required by the **DEVELOPER** for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners. But in no way **OWNERS** have undertaken anything which will affect his any right thereto.

Not Responsible : The Landowners shall not be liable for 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 Landowners indemnified against all actions, suits, proceeding, costs charges and expenses in respect thereof. And similarly.

Process of Issuing Notice : All communications between the parties about the subject matter of this **Development Agreement** shall be in writing and delivered by hand or sent by pre-paid registered post with acknowledgement due or sent by fax or e-mail;

- a. (in case of communications to the **DEVELOPER**) to its office or such other address as shall be notified to the **OWNERS** by the **DEVELOPER**;
- b. (in case of the communication to the **OWNERS**) to the house of the address or such changed address as shall be notified to the **DEVELOPER** by the **OWNERS** ;
- c. Communication shall be deemed to have been received:-
 - A. If sent by registered post with acknowledgement due; or
 - B. If delivered by hand, on the day of delivery; or

C. If sent by fax or e-mail on Business Day prior to 4.00 P.M., at the time of transmission and otherwise on the next Business day.

That the time stipulations as mentioned in several clauses of this Agreement shall be the essence of the contract.

The **DEVELOPER** shall be entitled to get booking money against the flats of their allocated portion and shall use the said money for development of the aforesaid property and not any other property.

During the subsistence of this Agreement the **OWNERS** shall not sell transfer encumber in any manner or deal with the premises other than in furtherance of this Agreement within stipulated period.

The **OWNERS** or the **DEVELOPER** as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force Majeure and shall be suspended for the duration of the force majeure.

The **OWNERS** and the **DEVELOPER** hereby agree and mutually covenant with each other to duly perform and observe their respective obligations therein contained and in the event of any of them committing any default or breach the defaulting party shall be liable to be pay such damages or compensate losses as may be awarded by the Arbitrator(s) in favour of either of them.

In the event both the parties decide that the implementation of the project becomes impossible due to an event of *force majeure* then in such case the parties shall be at liberty to mutually decide to either abandon the project or to deal with the assets created as would be mutually agreed by both the parties.

This Agreement constitutes the entire agreement between the Parties hereto, and supersedes any and all prior and contemporaneous agreements or representations, whether oral or written, concerning the subject matter hereof.

If there are further changes between the parties as regards the terms and conditions of this agreement after execution and registration of this Development Agreement a supplementary Agreement may be executed between the parties and the terms and conditions of the said supplementary agreement should be held valid and enforceable as between the parties as regards the parties and shall not affect any other provisions hereof.

The **DEVELOPER** will be entitled to obtain financial assistance from any financial institution by mortgaging the **DEVELOPER'S** allocation as and if necessary as well as take on any additional persons as financial partners for completion of the development work and the **OWNERS** will cooperate in every way without raising any objection.

DOCUMENTATION

The cost of preparation stamping registration and other charges of the Agreements for sale/constructions and the conveyances shall be borne and paid by the Unit Owners of the respective parties to the Advocates of the project.

MAINTENANCE & HOLDING ORGANISATION

- See*
- A. The **DEVELOPER** shall maintain at his own costs of his allocated Areas upon the construction of same being completed and shall keep the same in good and habitable conditions and shall not do or allow to be done anything in or to the Premises and or the common portions of the new building which may be against the law or which will cause obstruction interference to the user of such common portions.
 - B. For the purpose of maintenance, management and administration of the New Building/ Buildings and the Premises and rendition of the services in Common to the Unit **OWNERS** of the New Building and doing all other acts, Deeds and things for the common purposes, the **DEVELOPER** hereto shall form or cause to be formed an

Association or Society or Syndicate or Company hereinafter called "the **HOLDING ORGANISATION**" of the unit owners. All the unit owners shall be obliged to become and shall be made the members of such Holding Organization, as early as possible. After the completion of the project the **DEVELOPER** shall hand over to the Holding Organization all deposit after deducting there from all dues and /or all the amounts spent by them respectively on behalf of the unit owners jointly and/or severally and all matters arising in respect of the management of the premises and particularly the common portions to the Holding Organizations.

C. All the Unit Owners (including **DEVELOPER** herein) shall be made to agree to bear and pay proportionate share of the common expenses, maintenance charges, Municipal Taxes and other outgoings in respect of their respective unit to such Holding Organization or the persons or agency for the time being given the responsibility for the same the **DEVELOPER**, with effect from the notice of delivery of possession to the unit owners of their respective units.

D. **DEVELOPER** will frame the rules and regulations of the Holding Organization Regarding user, maintenance, management upkeep and administration of the New Building, taking of deposits of account of maintenance charges, common expenses, Municipal rates and taxes etc. from the unit owners, payment of common expenses /Maintenance charges, Municipal rates and taxes etc. and other common purpose.

COMMON OWNERSHIP

The common portions including the land appurtenant to the New Building Entrances lobbies, Staircase, lifts etc. shall be used in Common by the **DEVELOPER** and their respective Nominee or Nominees and their heirs along with the occupiers of the respective units.

FORCE MAJEURE

- a) Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances set out hereunder or the consequence(s) thereof which affect or prevent the Party claiming *force majeure* ("Affected Party") from performing its obligations in whole or in part under this agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, and (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect.
- b) Such events includes:
- A. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption or exceptionally adverse weather conditions affecting the implementation of the Project.
 - B. Radio-active contamination, ionizing radiation.
 - C. Epidemic, famine.
 - D. Strikes, works to rule or go-slows (other than by employees of the Party claiming the same as an event of *Force Majeure* or of any shareholders of such Party, or by employees of any direct or indirect Affiliate, parent or subsidiary of any shareholder of such Party).
 - E. Any event or circumstances of a nature analogous to any of the foregoing.
 - F. Any political agitation / Dharnas / strikes declared by political parties.
- c) Performance Excused:
- The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this agreement as a consequence of the *Force Majeure* Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

d) Resumption of Performance:

- A. During the Period of *Force Majeure*, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the *Force Majeure* Event on the performance of its obligations under this agreement.
- B. The Affected Party shall also make efforts to resume performance of its obligations under this agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

The details of the land is described in detail in the **FIRST SCHEDULE**, the building is described in detail in the **SECOND SCHEDULE**, the OWNERS' allocation is described in details in the **THIRD SCHEDULE**, the DEVELOPR'S allocation is described in detail in the **FOURTH SCHEDULE**, the particulars of construction is described in detail in the **FIFTH SCHEDULE**, the common portion is described in detail in the **SIXTH SCHEDULE** and the common expenses is described in detail in the **SEVENTH SCHEDULE** hereunder respectively.

ARBITRATION

All disputes between the parties relating to and/or arising out of the understanding and/or the formal Agreement in pursuance hereof shall be referred to arbitration of an arbitral tribunal consisting of 3 (three) arbitrators (the "Tribunal"), one to be appointed by each of the parties and the third to be appointed by the two arbitrators so appointed.

A. The Tribunal shall be at liberty to:

- (i) Proceed summarily and not give reason for its award;
- (ii) Avoid all rules, procedures and / or evidences that can be lawfully avoided by the mutual consent and / or directions by the Parties.
- (iii) To pass interim order, direction or Award.

B. the Tribunal to proceed expeditiously and make its award within four months from the date it is so constituted unless mutually agreed in writing.

C. It will not be necessary for the arbitrate tribunal to give reasons for its award.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Property)

"A" Schedule (Sri Partha Ghosh)

District of Hooghly, ADSR Serampore, DSR - II Hooghly Sadar, P.S. Serampore, **Mouza Chatra**, J.L No. 10, R. S. No. 953, Touzi No. 167, R.S Khatian No. 2772, corresponding to **L.R Khatian No. 15669 & 6671: -**

1. **R.S Dag No. 4035, corresponding to L.R. Dag No. 2763,**
Nature of Land "**BASTU**", measuring about **0.003 acre.**
2. **R.S Dag No. 4038 corresponding to L.R. Dag No. 2767,**
Nature of Land "**BASTU**", measuring about **0.137 acre.**
3. **R.S Dag No. 4038/4195, corresponding to L.R Dag No. 2766,** Nature of Land "**BASTU**", measuring about **0.052 acre.**
4. **R.S Dag No. 4129 corresponding to L.R Dag No. 2749,**
Nature of Land "**BASTU**", measuring about **0.043 acre.**

Recorded under **Ward No. 05, Holding No. 184** of Baidyabati Municipality.

The annual rent is payable The B.L & L.R.O Serampore, Tin Bazar, Serampore, West Bengal, 712201.

"B" Schedule (Smt. Moutushi Palit)

District of Hooghly, ADSR Serampore, DSR - II Hooghly Sadar, P.S. Serampore, **Mouza Chatra**, J.L No. 10, Re. Sa No. 953, Touzi No. 167, **R.S Khatian No. 2772, corresponding to L.R Khatian No. 779/5 :-**

1. R.S Dag No. 4035 corresponding to L.R. Dag No. 2763, Nature of Land "BASTU", measuring about 0.022 acre.
2. R.S Dag No. 4036 corresponding to L.R. Dag No. 2764, Nature of Land "BASTU" measuring about 0.014 acre.
3. R.S Dag No. 4038 corresponding to L.R. Dag No. 2767, Nature of Land "BASTU", measuring about 0.027 acre.
4. R.S Dag No. 4038/4195, corresponding to L.R Dag No. 2766, Nature of Land "BASTU", measuring about 0.044 acre.
5. R.S Dag No. 4032, corresponding to L.R Dag No. 2757, Nature of Land "PATH", measuring about 0.016 acre.
6. R.S Dag No. 4029, corresponding to L.R Dag No. 2758, Nature of Land "BASTU", measuring about 0.007 acre.
7. R.S Dag No. 4033, corresponding to L.R Dag No. 2761, Nature of Land "BASTU", measuring about 0.014 acre.
8. R.S Dag No. 4034, corresponding to L.R Dag No. 2762, Nature of Land "BASTU", measuring about 0.010 acre.
9. R.S Dag No. 4037, corresponding to L.R Dag No. 2765, Nature of Land "BASTU", measuring about 0.001 acre.

Recorded under Ward No. 05, Holding No. 184, of Baidyabati Municipality.

The annual rent is payable The B.L & L.R.O Serampore, Tin Bazar, Serampore, West Bengal, 712201.

SECOND SCHEDULE
(The Building)

The new building/buildings to be constructed at Mouza- Chatra, consisting of 100 Sq. ft. tile shed there on total land, J.L. No. 10, P.S.- Serampore, District Hooghly under Baidyabati Municipality which land fully described in the **FRIST SCHEDULE** above according to the sanctioned planed or revised sanction plan by the Baidyabati Municipality.

THIRD SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

A. The allocation of the owners shall mean **Rs. 1,08,00,000/- (Rupees One Crore and Eight Lakhs) plus 30 % of total constructed area**, more fully described in the **THIRD SCHEDULE** hereunder written. The **DEVELOPER** had paid a sum of **Rs. 1,08,00,000 /- only (Rupees One Crores Eight Lakhs Only)** before the execution of development agreement written in detail in the memo of consideration hereunder as advance, the receipt of which sum the **"THE LANDOWNERS"** hereby acknowledge.

This allocation shall be subject to fulfillment all obligations and liabilities on the part of the owners as mentioned in the body of this agreement.

FOURTH SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The allocated area of the **DEVELOPER** will be the entire building/buildings to be constructed on the **FIRST SCHEDULE** mentioned property.

FIFTH SCHEDULE
(PARTICULARS OF CONSTRUCTION)

1. Flat area : covered area,
2. Structure : Reinforcement cements concrete structure (preferably Lafarge or Ultratech or Birla cement) with earthquake proof 500-D TMT bars (preferably TATA or SAIL or Good quality ISI mark).
3. Safety : Sufficient and required fire extinguishing provision in each building and open ground area with water outlets, fire extinguishers, axe, large rubber pipe etc.

4. Walls : Brick work in cement mortar 1 :6;
5. Plastering : Internal Plaster to walls in cement mortar 1:6 and ceiling plaster in cement mortar 1:4;
6. Meter : Procurement of meter at the cost of individual owner of the flat/unit, garage/car parking space. And electric transformer and municipality water connection will be bear to the purchaser except land owner.

The common portions and the units of the new Building will be completed and finished as follows:-

1. Foundation:- Isolated and combined R.C.C. Column Foundation based on Soil Report.
2. R.C.C. work:- All R.C.C. Works in foundation plinth, beams, lintel, columns, floor beam, floor slab, staircase, etc. are concrete mix (1:2:4) with necessary reinforcement as predesign.
3. Brick work:- All outer walls are 8" thick and interior brick work is 5"/3" thick with 1st class brick in C.M. (1:5)
4. Flooring:- The floor of the residential spaces will be marble finish, and four inch high dado as required. The floor of the shop room (if any) will be net cement finish.
5. Wall Finish:- Inside wall will be plastered with cement sand mortar (1:5) outside wall will be plastered with cement sand mortar (1:5) and inside wall will be finished with plaster of Paris.
6. Doors:- will be with wooden frame and plywood panel.
7. Windows:- will be with steel and glass with grill.
8. Bathroom:- one commode with one shower, one tap connection, Glazed Tiles up to Pf 5" (five) feet high from floor level bathroom.
9. Kitchen:- One black table top with provision of steel sink fitting 1 ½ (one and half) feet glazed tile over the kitchen table.
10. Water:- Submersible water connection in the new
11. Arrangement:- Building that will be shared in each Bath room and kitchen. All plumbing works will be done with iron and P.V.C. properly.

12. Electrification:- connected conduit copper wiring with adequate nos. of light, fan and power sockets in the new building.

The Tenanted portion/ land owner portion of new Building will be completed and finished as follows:-

1. Foundation:- Isolated and combined R.C.C. column foundation based on soil report.
2. R.C.C. Work:- All R.C.C. works in foundation plinth, beams, lintel, columns, floor beam, floor slab, staircase, etc. are concrete mix (1:2:4) with necessary reinforcement as predesign.
3. Brick work:- All outer walls are 8" thick and interior brick work is 5"/3" thick with 1st class brick in C.M.(1:5)
4. Flooring:- The floor of the a will be cemented with red colour finish and four inch high dado as required. The floor of the shop room (if any) will be net cement finish.
5. Wall Finish:- Inside wall will be plastered with cement sand mortar (1:5) outside wall will be plastered with cement sand mortar (1:5) and inside wall will be finished with plaster of paris.
6. Doors:- Iron Sutter.
7. Electrification:- connected conduit copper wiring with adequate and total 4 no. point of 6 amp and 1 no. point 16 amp shall be provided.

Note:- Any extra work, which is not mentioned in the specifications, will be charged extra as per market rate and fixed by the developer, no outside contractors will be allowed to execute any work till the possession of the units taken. Full payment for such extra work shall be made before the work is started by the Transferees of the units.

SIXTH SCHEDULE
(Common Portion and Facilities)

1. Path, passages and driveways in the premises.
2. Staircase, lobby, roof and landings.

3. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and landings.
4. Electrical installations with common main switch and common meter and space required there for.
5. Boring for water supply connection.
6. Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/Units and from the underground water or to the over-head water tank.
7. Water waste and sewage evacuation pipes from the Apartments/Units to drain and sewers common to the building.
8. Drains and sewers from the building to the Municipal drain.
9. Main gate for entrance to the premises.
10. Boundary wall to the premises.
11. Roof of building shall be common for all occupants.
12. Such other common areas and facilities as may be made for common purposes.

THE SEVENTH SCHEDULE ABOVE REFERRED
(Common Expenses)

1. The cost of maintaining, replacing, repairing, white washing, painting and decorating of the main structure of the same building including the exterior thereof and in particular common portion of the roof, landing and structure of the building, rainwater pipes, water tanks, lift motor pumps, tube well, gas pipes and electrical wire, sewage, drain, transformer (if any) common Toilet and all other common parts of the fixtures, fittings and equipment in under or upon the building enjoyed or used in common.
2. The cost of cleaning, lighting and the maintenance, staircases and other parts of the building as enjoyed in common.
3. The salaries of Guards, if any, electricians, sweepers etc if any.

4. The cost of repairs, replacement and maintenance of light and other plumbing works including all other service charges for service rendered in common to all.
5. Establishment and all other expenses of the Association including its formation and also similar expenses of the party of the **SECOND PART** or any agency looking after the common expenses until handing over the same to the Association.
6. Other expenses including litigation expenses as are incurred by the parties for the common purpose.

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

SIGNED, SEALED AND DELIVERED

By the parties in Presence of:-

WITNESSES:

1) *Handwritten signature*
Handwritten name

1) *Handwritten signature*

2) *Handwritten signature*

2) *Handwritten signature*
Handwritten name

(SIGNATURE OF LAND OWNERS)

Handwritten signature

(SIGNATURE OF THE DEVELOPER)

Memo of Consideration

RECEIVED of and from the within named "LAND OWNERS" a sum of Rs. 1,08,00,000/- only (Rupees One Crores Eight Lakhs Only) Only.

Details of payment to Land Owners to this Development Agreement as follows :-

To. Partha Ghosh

Date	Mode	Amount
18/03/2020	NEFT	5,00,000=00
21/03/2020	NEFT	5,00,000=00
06/07/2020	NEFT	18,00,000=00
31/12/2020	NEFT	10,00,000=00
18/02/2021	NEFT	7,50,000=00
23/02/2021	NEFT	7,00,000=00
25/02/2021	NEFT	3,10,000=00
17/03/2021	NEFT	2,40,000=00
15/12/2021	NEFT	3,00,000=00
24/12/2021	NEFT	1,50,000=00
04/01/2022	NEFT	2,50,000=00
17/01/2022	NEFT	1,00,000=00
28/08/2023	NEFT	3,00,000=00
	TOTAL →	69,00,000=00

To. Moutushi Palit

Date	Mode	Amount
12/02/2020	NEFT	4,50,000=00
19/02/2020	NEFT	5,00,000=00

06/03/2020	NEFT	7,00,000=00
18/03/2020	NEFT	2,50,000=00
03/03/2021	NEFT	1,00,000=00
31/03/2021	NEFT	5,00,000=00
08/04/2021	NEFT	5,00,000=00
16/04/2021	NEFT	1,00,000=00
19/04/2021	NEFT	3,50,000=00
30/04/2021	NEFT	2,50,000=00
06/05/2021	NEFT	2,00,000=00
	TOTAL →	39,00,000=00

1) *Pratik 2/2022*

21/2022 (copy of 12/11/2022) 1)

Pratik 2/2022

2) *Shriyanand*
Chinsurah Hug

2) *Moutushi Telt*

(SIGNATURE OF LAND OWNERS)

Drafted by me:-

Neeraj Chandra Paul
Reg. no. W.B. - 323/1987
Chinsurah, Judge's Court.
Advocate

Typed by me

[Signature]

Chinsurah, Judges' Court, Hooghly

দুই হাতের আঙ্গুলের ছাপ (টিপ)

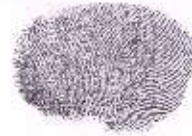
ক্রেতা / বিক্রেতা / গ্রহীতা

বাঁ হাতের আঙ্গুলের ছাপ (টিপ)

ডান হাতের আঙ্গুলের ছাপ (টিপ)



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2
তর্জনী



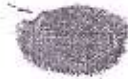
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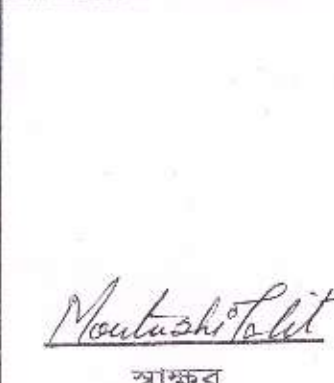
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স্বাক্ষর

দুই হাতের আঙ্গুল - এর ছাপ (টিপ)

বিক্রেতা / ক্রেতা / দাতা / গ্রহীতা

	বা হাতের আঙ্গুল - এর ছাপ (টিপ)		ডান হাতের আঙ্গুল - এর ছাপ (টিপ)	
 <i>Moutushi Lit</i>		(১) বৃদ্ধাঙ্গুলী	(১) বৃদ্ধাঙ্গুলী	
		(২) অঙ্গুলী	(২) অঙ্গুলী	
 <i>Moutushi Lit</i> স্বাক্ষর		(৩) মধ্যমা	(৩) মধ্যমা	
		(৪) অনামিকা	(৪) অনামিকা	
		(৫) কনিষ্ঠা	(৫) কনিষ্ঠা	

	বা হাতের আঙ্গুল - এর ছাপ (টিপ)		ডান হাতের আঙ্গুল - এর ছাপ (টিপ)	
 <i>Pw/14/2012</i>		(১) বৃদ্ধাঙ্গুলী	(১) বৃদ্ধাঙ্গুলী	
		(২) অঙ্গুলী	(২) অঙ্গুলী	
 <i>Pw/14/2012</i> স্বাক্ষর		(৩) মধ্যমা	(৩) মধ্যমা	
		(৪) অনামিকা	(৪) অনামিকা	
		(৫) কনিষ্ঠা	(৫) কনিষ্ঠা	

आयकर विभाग

INCOME TAX DEPARTMENT

SWAPAN MANDAL

MONORANJAN MANDAL

01/01/1967

Permanent Account Number

DHHPM6397H

Signature



भारत सरकार

GOVT. OF INDIA





ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকরণ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

ভারতীয় পরিচয় আইডি / Enrollment No.: 1040/20004/40078

To
 স্বপন মন্ডল
 Swapan Mandal
 Mahespur
 Sugandha
 Hooghly
 West Bengal 712102

18/05/2013
 24812882



MN248128823FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

7598 0607 2328

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



স্বপন মন্ডল
 Swapan Mandal
 পিতা : মনোরঞ্জন মন্ডল
 Father : MANORANJAN MANDAL
 জন্ম সাল / Year of Birth : 1967
 পুরুষ / Male



7598 0607 2328

আধার - সাধারণ মানুষের অধিকার

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BQEPP2984D



नाम / Name
MOUTUSHI PALIT

पिता का नाम / Father's Name
NIMAI KUMAR GHOSE

जन्म की तारीख / Date of Birth
21/08/1968

हस्ताक्षर / Signature



08022018



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

Enrolment No.: 1088/01110/01505

To
Moulushi Palit
D.O: Nimai Kumar Ghose
242, G.T. Road, Nr Satya Bhawan
Sheoraphu:
Shooraphu:
Hooghly West Bengal 712223
8826716893

Download Date: 19/01/2018

Generation Date: 15/12/2017



आपका आधार क्रमांक / Your Aadhaar No. :

4342 5422 2693

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Moulushi Palit
Date of Birth DOB: 21-08-1968
Female: FEMALE



4342 5422 2693

मेरा आधार, मेरी पहचान



পার্থ ঘোষ
Partha Ghosh
পিতা : বিমল কুমার ঘোষ
Father : Bimal Kumar Ghosh

জন্মতারিখ / DOB: 10/08/1952
পুরুষ / Male



8431 1681 5375

আধার - সাধারণ মানুষের অধিকার



ঠিকানা: /: বিমল কুমার ঘোষ
(), বি. টি .রোড, বৈদ্যবালি(এম)
হুগলী, হুগলী, পশ্চিমবঙ্গ

ভারতীয় পরিচয়ন অধিদপ্তর
Unique Identification Authority of India

Address: S/O: Bimal Kumar
Ghosh, 184(233), G. T.
ROAD, Baidyabali(M),
Hooghly, Sheoraphuli, West
Bengal, 712223

8431 1681 5375

1947
1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ADHPG7935N



नाम /NAME

PARTHA GHOSH

पिता का नाम /FATHER'S NAME

BIMAL KUMAR GHOSH

जन्म तिथि /DATE OF BIRTH

10-08-1952

हस्ताक्षर /SIGNATURE

Partha Ghosh

B. Das

आयकर आयुक्त, प.ब.-III

COMMISSIONER OF INCOME-TAX, W.B.-III

Major Information of the Deed

Deed No :	I-0601-10977/2023	Date of Registration	07/12/2023
Query No / Year	0601-2003010183/2023	Office where deed is registered	
Query Date	07/12/2023 12:25:06 AM	D.S.R. - I HOOGHLY, District: Hooghly	
Applicant Name, Address & Other Details	BHANJAN GANGULI CHINSURAH COURT, Thana : Chinsurah, District : Hooghly, WEST BENGAL, PIN - 712101, Mobile No. : 7003049672, Status : Buyer/Claimant		
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 : 1,08,00,000/-]		
Set Forth value	Market Value		
Rs. 1,08,00,000/-	Rs. 4,23,65,211/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,08,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Serampur, Municipality: BAIDYABATI, Road: G. T. Road - Chatra, Road Zone : (Holding located on G.T. road -- Holding located on G.T. road) , Mouza: Chatra, JI No: 10, Pin Code : 712223

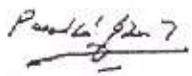
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2763 (RS :-4035)	LR-779/5	Bastu	Bastu	0.022 Acre	10,00,000/-	23,78,399/-	Property is on Road Adjacent to Metal Road,
L2	LR-2764 (RS :-4036)	LR-779/5	Bastu	Bastu	0.014 Acre	7,00,000/-	15,13,527/-	Property is on Road Adjacent to Metal Road,
L3	LR-2767 (RS :-4038)	LR-779/5	Bastu	Bastu	0.027 Acre	10,00,000/-	29,18,945/-	Property is on Road Adjacent to Metal Road,
L4	LR-2766 (RS :- 4038/4195)	LR-779/5	Bastu	Bastu	0.044 Acre	15,00,000/-	47,56,799/-	Property is on Road Adjacent to Metal Road,
L5	LR-2757 (RS :-4032)	LR-779/5	Path	Path	0.016 Acre	10,00,000/-	17,29,746/-	Property is on Road Adjacent to Metal Road,
L6	LR-2758 (RS :-4029)	LR-779/5	Bastu	Bastu	0.007 Acre	2,00,000/-	7,56,764/-	Property is on Road Adjacent to Metal Road,
L7	LR-2761 (RS :-4033)	LR-779/5	Bastu	Bastu	0.014 Acre	7,00,000/-	15,13,527/-	Property is on Road Adjacent to Metal Road,
L8	LR-2762 (RS :-4034)	LR-779/5	Bastu	Bastu	0.01 Acre	1,80,000/-	10,81,091/-	Property is on Road Adjacent to Metal Road,
L9	LR-2765 (RS :-4037)	LR-779/5	Path	Path	0.001 Acre	1,00,000/-	1,08,109/-	Property is on Road Adjacent to Metal Road,

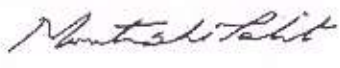
L10	LR-2763 (RS :-4035)	LR-15669	Bastu	Bastu	0.003 Acre	5,00,000/-	5,00,000/-	Property is on Road Adjacent to Metal Road,
L11	LR-2767 (RS :-4038)	LR-15669	Bastu	Bastu	0.137 Acre	14,00,000/-	1,48,10,943/-	Property is on Road Adjacent to Metal Road,
L12	LR-2766 (RS :-4038/4195)	LR-15669	Bastu	Bastu	0.052 Acre	15,00,000/-	56,21,671/-	Property is on Road Adjacent to Metal Road,
L13	LR-2749 (RS :-4129)	LR-6671	Bastu	Bastu	0.043 Acre	10,00,000/-	46,48,690/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			39Dec	107,80,000 /-	423,38,211 /-	
Grand Total :					39Dec	107,80,000 /-	423,38,211 /-	

Structure Details :

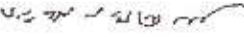
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L10, L11, L12, L13	100 Sq Ft.	20,000/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	20,000 /-	27,000 /-	

Land Lord Details :

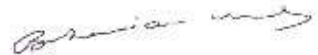
Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Partha Ghosh (Presentant) Son of Late Dr Bimal Kumar Ghosh Executed by: Self, Date of Execution: 07/12/2023 , Admitted by: Self, Date of Admission: 07/12/2023 ,Place : Office		 Captured	
	184, G T Road, Sheoraphuli, City:- , P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712223 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5N, Aadhaar No: 84xxxxxxxx5375, Status :Individual, Executed by: Self, Date of Execution: 07/12/2023 , Admitted by: Self, Date of Admission: 07/12/2023 ,Place : Office	07/12/2023	07/12/2023	07/12/2023

2	Name	Photo	Finger Print	Signature
	Smt Moutushi Palit Daughter of Shri Nimai Kumar Ghosh Executed by: Self, Date of Execution: 07/12/2023 , Admitted by: Self, Date of Admission: 07/12/2023 ,Place : Office	 07/12/2023	 LTI 07/12/2023	 07/12/2023
	242, G T Road,, City:- , P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712223 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BQxxxxxx4D, Aadhaar No: 43xxxxxxxx2693, Status :Individual, Executed by: Self, Date of Execution: 07/12/2023 , Admitted by: Self, Date of Admission: 07/12/2023 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Swapn Mandal Son of Monoranjn Mandal Executed by: Self, Date of Execution: 07/12/2023 , Admitted by: Self, Date of Admission: 07/12/2023 ,Place : Office	 07/12/2023	 LTI 07/12/2023	 07/12/2023
	Son of Monoranjn Mandal Maheshpur, City:- , P.O:- Sugandhya, P.S:-Polba, District:-Hooghly, West Bengal, India, PIN:- 712102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DHxxxxxx7H, Aadhaar No: 75xxxxxxxx2328, Status :Individual, Executed by: Self, Date of Execution: 07/12/2023 , Admitted by: Self, Date of Admission: 07/12/2023 ,Place : Office			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri BHANJAN GANGULY Son of A Ganguly Kapasdanga,, City:- , P.O:- Hooghly, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712103	 07/12/2023	 Captured 07/12/2023	 07/12/2023
Identifier Of Shri Partha Ghosh, Smt Moutushi Palit, Shri Swapn Mandal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-2.2 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Shri Partha Ghosh	Shri Swapan Mandal-0.3 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Shri Partha Ghosh	Shri Swapan Mandal-13.7 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	Shri Partha Ghosh	Shri Swapan Mandal-5.2 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	Shri Partha Ghosh	Shri Swapan Mandal-4.3 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-1.4 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-2.7 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-4.4 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-1.6 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-0.7 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-1.4 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Smt Moutushi Palit	Shri Swapan Mandal-1 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Shri Partha Ghosh	Shri Swapan Mandal-0.1 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Partha Ghosh	Shri Swapan Mandal-50.00000000 Sq Ft
2	Smt Moutushi Palit	Shri Swapan Mandal-50.00000000 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Serampur, Municipality: BAIDYABATI, Road: G. T. Road - Chatra, Road Zone : (Holding located on G.T. road -- Holding located on G.T. road) , Mouza: Chatra, JI No: 10, Pin Code : 712223

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2763, LR Khatian No:- 779/5		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 2764, LR Khatian No:- 779/5		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 2767, LR Khatian No:- 779/5		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 2766, LR Khatian No:- 779/5	Owner:নিমাই কুমার ঘোষ, Gurdian:সুরেন্দ্র নাথ ঘোষ, Address:246 জি টি রোড , Classification:বন্য, Area:0.04400000 Acre,	Smt Moutushi Palit
L5	LR Plot No:- 2757, LR Khatian No:- 779/5	Owner:নিমাই কুমার ঘোষ, Gurdian:সুরেন্দ্র নাথ ঘোষ, Address:246 জি টি রোড , Classification:বন্য, Area:0.01600000 Acre,	Smt Moutushi Palit
L6	LR Plot No:- 2758, LR Khatian No:- 779/5	Owner:নিমাই কুমার ঘোষ, Gurdian:সুরেন্দ্র নাথ ঘোষ, Address:246 জি টি রোড , Classification:বন্য, Area:0.00700000 Acre,	Smt Moutushi Palit
L7	LR Plot No:- 2761, LR Khatian No:- 779/5	Owner:নিমাই কুমার ঘোষ, Gurdian:সুরেন্দ্র নাথ ঘোষ, Address:246 জি টি রোড , Classification:বন্য, Area:0.01400000 Acre,	Smt Moutushi Palit
L8	LR Plot No:- 2762, LR Khatian No:- 779/5	Owner:নিমাই কুমার ঘোষ, Gurdian:সুরেন্দ্র নাথ ঘোষ, Address:246 জি টি রোড , Classification:বন্য, Area:0.01000000 Acre,	Smt Moutushi Palit
L9	LR Plot No:- 2765, LR Khatian No:- 779/5	Owner:নিমাই কুমার ঘোষ, Gurdian:সুরেন্দ্র নাথ ঘোষ, Address:246 জি টি রোড , Classification:পথ, Area:0.00100000 Acre,	Smt Moutushi Palit
L10	LR Plot No:- 2763, LR Khatian No:- 15669		Seller is not the recorded Owner as per Applicant.
L11	LR Plot No:- 2767, LR Khatian No:- 15669		Seller is not the recorded Owner as per Applicant.
L12	LR Plot No:- 2766, LR Khatian No:- 15669	Owner:পার্থ ঘোষ, Gurdian:বিমল কুমার ঘোষ, Address:লিড , Classification:বন্য, Area:0.05200000 Acre,	Shri Partha Ghosh
L13	LR Plot No:- 2749, LR Khatian No:- 6671		Seller is not the recorded Owner as per Applicant.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0601-2023, Page from 203954 to 203996

being No 060110977 for the year 2023.



Jayanti Mukhopadhyay

Digitally signed by JAYANTI MUKHOPADHYAY
Date: 2023.12.13 12:00:17 -08:00
Reason: Digital Signing of Deed.

(Jayanti Mukhopadhyay) 13/12/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I HOOGHLY

West Bengal.