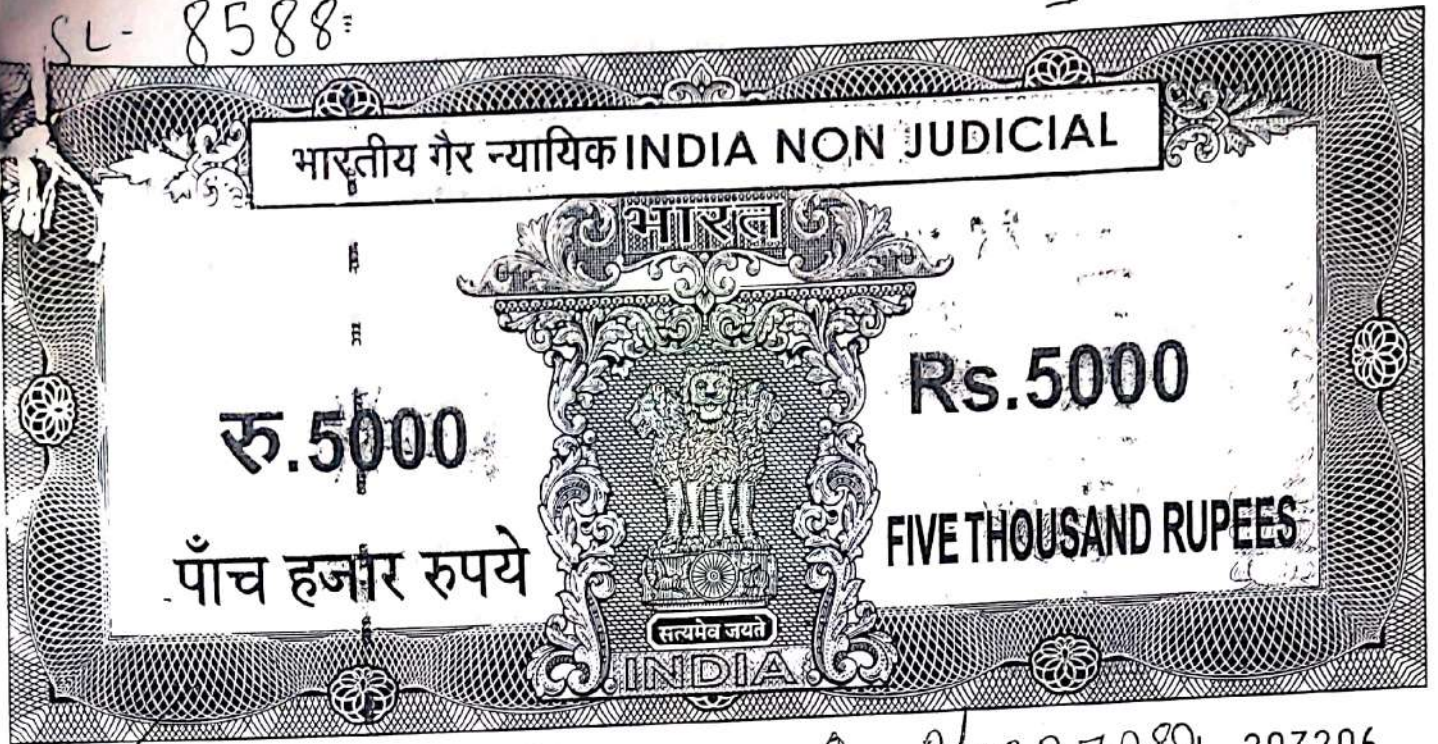


SL- 8588

1-8759/2024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

8-2/2227389L 203206

14-08/2024  
12/08/24  
Certified that this document is  
admitted to registration  
the signature above and the  
attestations are attached  
with this document.

*[Signature]*  
District Sub-Registrar-I  
Paschim Medinipur  
20 AUG 2024

*[Signature]*  
Jayanta Mal.

DEVELOPMENT AGREEMENT

THIS INDENTURE OF DEVELOPMENT AGREEMENT MADE  
THIS 20th Day of August, 2024  
BETWEEN

*[Signature]*  
Nitali Ghosh  
Partner  
*[Signature]*  
B. S. Ghosh  
Partner



*Debu mal*

*Debu mal*  
*Jayanti mal*

- (a) **SRI DEBU MAL**, S/O - Late Dayal Mal, residing at Rangamati, P.O. - Vidyasagar University, P.S. - Midnapore, Dist. - Paschim Medinipur, West Bengal, PIN - 721102.

PAN – ANRPM5331L, Aadhaar No. – 9982 2426 9130



- (b) **SMT. JAYANTI MAL**, W/O - Bablu Mal, residing at Rangamati, P.O. - Vidyasagar University, P.S. - Medinipur, Dist. - Paschim Medinipur, West Bengal, PIN - 721102.

PAN – DADPM1285H, Aadhaar No. – 3146 5913 3930

*Mitali Ghosh*  
*Partner*

Hereinafter called the OWNER FIRST PARTY which expression unless repugnant to the context shall mean and include his representatives, heirs, assigns, administrators and executors

**AND**

**THE 69**, A partnership firm having its office at 972, Rangamati, Ward No. - 25, P.O. - Vidyasagar University, P.S. - Kotwali, Dist. - Paschim Medinipore, PAN No. - AAPFT6698A, represented by its partners

*Biswajit Biswas*  
*Partner*

*n*



  
Biswanath Ghosh<sup>3</sup>

(a) **Sri Biswanath Ghosh**, S/o - Late Kalipada Ghosh, by faith Hindu, by occupation - Business, Nationality - Indian, resident of Rangamati, P.O. - Vidyasagar University, P.S.- Kotwali, Dist.- Paschim Medinipore, PAN No. BHKPG4078A, AADHAR No. 4896 4243 4236

(b) **Smt. Mitali Ghosh**, W/o Sri Biswanath Ghosh by faith Hindu, by occupation - Business, Nationality - Indian, resident of Rangamati, P.O. - Vidyasagar University, P.S.- Kotwali, Dist.- Paschim Medinipore, PAN No. ALEPG0376Q, AADHAR No. 3978 5002 5998

Hereinafter called the DEVELOPER SECOND PARTY which expression unless repugnant to the context shall mean and include its representatives, heirs, assigns, successors in office, administrators and executors

WITNESSETH

A - Schedule Property

That the OWNER FIRST PARTY is the owner of the Bastu property measuring area 5797.73 sq. ft = 0.1331 Acre in R.S. Plot No. 108, 113, L.R. Plot No. 168, 170 within Mouza - Rangamati, J.L.No. - 150, as describing in A schedule property


B - Schedule Property

measuring area 3209 sq. ft = 0.0736 Acre in R.S. Plot No. 108, 113, L.R. Plot No. 168, 170 within Mouza - Rangamati, J.L.No. - 150, as describing in B schedule property

below hereinafter referred to 'Said Property'.

*Deewan*  
*Jayanti Mal*

  
*Mitali Ghosh*  
Partner

  
*Biswanath Ghosh*  
Partner

That the 'A' schedule property comprising in R.S. Plot No. 108, L.R. Plot No. 168 under mouza - Rangamati, J.L. No. 150, P.S. - Midnapore was previously belonged to Nakul Majhi and Attested Porcha had been prepared in his favour in respect of said property in Khatian No. 204 and after his demise, his wife Ashalata Majhi and his two sons namely Dhiren Majhi and Biren Majhi got the property by succession. While enjoying their exclusive right, title, interest they sold and transferred an area of 0.0413 Acre property to Sri Debu Mal i.e. Owner First Party by virtue of a Registered Sale Deed No. 4294/2006 dt. 28.06.2006. The another portion of the said property was also previously belonged to Kabu Majhi and an Attested Porcha had been prepared in his favour in Khatian No. 64 in respect of said property.

During their ownership aforesaid Smt. Ashalata Majhi along with her above named two sons and Kabu Majhi jointly sold and transferred an area of  $(0.0045 + 0.0046) = 0.0091$  Acre in separate schedule to the Owner First Party by virtue of a Registered Sale Deed No. 313/2015 dt. 30.01.2015.

That above named persons also sold an area of 0.0477 Acre property to Subhas Atta by virtue of a Registered Sale Deed No. 4280/2006 dt. 27.06.2006 and there after said Subhas Atta again sold his purchased property to the Owner First Party by virtue of a Registered Sale Deed No. 4910/2011 dt. 28.09.2011.

That the another property in 'A' schedule comprising in R.S. Plot No. 113 (Part) L.R. Plot No. 170 (Part) under Mouza - Rangamati, J.L. No. 168, P.S. - Midnapore was previously belonged to Tapan

Debu mal  
Jayanbimol -

69  
Mitaki Chosh

69  
Bijendra Chosh

Kumar Jana, who got the property in 'kha' schedule by sole nama decree in a partition suit being T.S. Case No. 456/2008 before Lok Adalat, Paschim Medinipur. There after his name was duly recorded under L.R. Khatian No. 2138 and while enjoying his right, title, interest he sold and transferred an area of 0.0350 Acre property to the owner First Party by virtue of a Registered Sale Deed No. 1477/2019 dt. 10.04.2019.

Thus the Owner First Party has acquired total 0.0981 Acre in L.R. Plot No. 168 and during L.R. Settlements his name was duly mutated under Khatian No. 620 and he converted an area of 0.0890 Acre to 'Bastu' in L.R. Plot No. 168. Similarly his name was also mutated in L.R. Plot No. 1307 in respect of property in L.R. Plot No. 170.

That the 'B' schedule property comprising in R.S. Plot No. 108, L.R. Plot No. 168 under mouza - Rangamati, J.L. No. 150, P.S. - Midnapore was previously belonged to aforesaid Smt. Ashalata Majhi along with her two sons and Kabu Majhi and while enjoying right, title, interest they jointly sold an area of 0.0636 Acre property to Smt. Jayanti Mal i.e. the Owner First Party by virtue of a Registered Sale Deed No. 4881/2006 dt. 28.07.2006.

The another property in 'B' schedule comprising in R.S. Plot No. 113 (Part), L.R. Plot No. 170 (Part) under Mouza - Rangamati, J.L. No. 150, P.S. - Midnapore was previously belonged Tapan Kumar Jana and during his ownership he sold an area of 0.010 Acre to the Owner First Party by virtue of a Registered Sale Deed No. 1482/2019 dt. 10.04.2019.

*Deben mal*  
*Jayanti mal*

*Mitali Ghosh*  
Partner

*Bi Swalata Ghosh*  
Partner

*✓*



The name of said owner has been duly mutated in L.R. Khatian No. 667 & 1304 in respect of said properties. Both the owners are possessing peacefully their properties by paying Govt. rent against receipts.

AND

THAT the OWNER FIRST PARTY declared to develop the property as in Schedule I below by engaging Developer and promoter as they do not have sufficient funds for the purpose of Development and promoting and they requested the DEVELOPER SECOND PARTY being the Developer and Promoter, for the purpose by investing their own money and the DEVELOPER SECOND PARTY have agreed to develop the land by making construction of multi-storied commercial/residential building on the land by taking permissions from authorities and agreed to do the work on the terms and conditions as specifically mentioned below.

Accordingly the parties hereunto do hereby agree to the following terms and conditions for construction of the multi-storied building for commercial / residential construction:-

**Definition Clause :-**

**AND WHEREAS** in this indenture, unless there something contrary or repugnant to the subject or context:-

- (i) **Developer:** shall mean THE 69, A partnership firm having its office at 972, Rangamati, Ward No.25, P.O.- Vidyasagar University, P.S.- Kotwali, Dist.- Paschim Medinipore, PAN No. AAPFT6698A, represented by its partners

Debu mal  
Jayanti mal

Mitali Ghosh  
Partner

THE 69  
TOUR NEXT HOME  
Dr Swarnalata  
Partner

12

(a) **Sri Biswanath Ghosh**, S/o - Late Kalipada Ghosh, by faith Hindu, by occupation – Business, Nationality – Indian, resident of Rangamati, P.O. – Vidyasagar University, P.S.- Kotwali, Dist.- Paschim Medinipore, PAN No. BHKPG4078A, AADHAR No. 4896 4243 4236

(b) **Smt. Mitali Ghosh**, W/o Sri Biswanath Ghosh by faith Hindu, by occupation – Business, Nationality – Indian, resident of Rangamati, P.O. – Vidyasagar University, P.S.- Kotwali, Dist.- Paschim Medinipore, PAN No. ALEPG0376Q, AADHAR No. 3978 5002 5998

- (ii) **Building** shall mean the commercial cum residential multi-storied **LG+G+14 Storied (Maximum)** building or buildings to be constructed at the '**Said Property**' with necessary structures and with additional structures like pump house, generator room, etc. in accordance with the plan to be sanctioned by Municipality and other appropriate authorities for construction on the said premises and shall include the two wheeler parking and other space intended for the building to be enjoyed by the occupants and as per such terms and conditions as may be agreed upon with them.
- (iii) Owner and developer shall include their respective transferees and nominees.
- (iv) Architect, Surveyor, Civil Engineer etc. shall be appointed by the **DEVELOPER SECOND PARTY**
- (v) **Premises:** shall mean all that piece and parcel of land measuring landed property morefully described in the First Schedule hereunder written.

*Deben mal*  
*Jayanti mal*

*Mitali Ghosh*  
*Partner*

*Biswanath Ghosh*  
*Partner*

*n*

- (vi) **Common Facilities and Amenities:** shall include staircase, landing, passage including both front and rear space, ways, pump room, Drain side spaces, driveways etc. which shall be required for the establishment and management of the building as shall be determined by the architect of the building but shall not include open & covered Four wheeler garages and/or four wheeler parking spaces in the ground floor.
- (vii) **Constructed space** shall mean the space in the building available for the independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
- (viii) **Maintenance Charges:** shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Flat Owners of the said building.
- (ix) **Housing Complex:** shall mean the Premises with all the buildings and the common parts and the Common Portions and other erections at the premises jointly and/or severally.
- (x) **Flats** shall mean the super built up area (saleable area) consisting of bed room, living room, bathroom, kitchen, balcony etc.
- (xi) **Owners allocation** shall mean Two Flat (1000 sqft super builtup area (3BHK) on the 2nd Floor and 1000 sqft super builtup area (3BHK) on 4th Floor and One car parking, in the name of **Debu Mal**) & One Flat (1000 sqft super builtup area (3BHK) on the 2nd Floor and One car parking, in the

Debu Mal  
Jayanti Mal

Mitali Ghosh

Bi Debu Mal  
FOUR NEXT HOME  
1-69

N



name of **Jayanti Mal**) together with undivided proportionate share in the land comprised in the premises together with undivided proportionate share in the common portions and facilities and right to use the roof and also **Rs. 1,59,00,000/- (One crore fifty nine lakh only)** will be paid to both the Land Owners by instalments. The same is described in separate schedule below;

*Dehu mal -  
Jayanti mal -*

- (xii) **Developers' allocation** shall mean the rest of the saleable area / constructed area (excluding the Owners allocation) together with undivided proportionate share in the land comprised in the premises and right over the land underneath and the common areas and facilities and right to use the roof.
- (xiii) **Bank** shall mean the organization for the purpose of lending or investment or deposit the money from the public, repayable on demand or otherwise and the withdrawal by cheque, draft, cash, order or otherwise. Both the parties would like to make transaction in SBI, Midnapore Branch or any other Bank / Banks may be altered time to time.
- (xiv) **Transfer** with its grammatical variation shall include or transfer by the possession and by any other means adopted for effecting what is understood as or transfer of space in multi-storied building is to parties are thereof and will include the meaning of the said comes as defined in the Income Tax act, 1961 and Transfer of Property Act, 1882;
- (xv) **Transferee** shall mean a person or persons to whom space in the building has been agreed to be transferred;

*Midnapore Branch*

*Dr. K. K. Chatterjee*

(xvi) **Common Areas and Installations:** shall mean and include the common areas installations and facilities comprised in and for the premises for common use and enjoyment of the co-owners;

(xvii) **Common Expenses:** shall mean and include all costs charges expenses and remuneration for the maintenance management up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owners and/or expenses for the common purposes including proportionate share in Municipal Taxes and other statutory charges relating to the land and building of the instant property;

(xviii) **Saleable Area :-** Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and all spaces required thereof.

(xix) **Common Purposes:** shall mean and include corridors, staircase, ways passages, shafts, drain, septic tanks, electrical room, watchman room, and other space, spaces and facilities for the purpose of managing maintaining up keeping and administering the premises and in particular the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial

Debar mal  
Jayanti mal

Mitali Ghosh  
Partner

69  
TOUR NEXT HOME  
Biswanath Ghosh  
Partner



exclusively and the common areas and installations in common and the housing complex in common.

(xx) **Carpet Area:** according to the context shall mean the actual available floor area wall to wall within the internal area of each Flat/Unit.

(xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

#### -- TERMS AND CONDITIONS --

1. That the DEVELOPER SECOND PARTY is satisfied about the absolute ownership of the land as in the Schedule- 'A' & 'B' below of the OWNER FIRST PARTY and the DEVELOPER SECOND PARTY have agreed to construct the commercial and residential multistoried building on the said property and to invest their money for the said purpose out of their own.
2. That the OWNER FIRST PARTY duly has delivered the possession of the land in question as specifically mentioned in the Schedule 'I' below for construction of multi-storied building/buildings to the DEVELOPER SECOND PARTY and to enable the Developer to carry out the work of construction.
3. That the lands in question have not been transferred either by sale or gift or mortgaged by the OWNER FIRST PARTY and the same is not encumbered in anyway and the same stands free from encumbrances and also it is not vested by

Debu mal  
Jayanti mal

THE 69  
FOUR NEXT HOME  
Mitali Chakraborty

THE 69  
FOUR NEXT HOME  
Partner  
Biswajit Chakraborty

the State of West Bengal or any concern under any provisions of law. The First Party owner will be liable to adequately compensate the Second Party in case it is found that the instant properties are not stand free from encumbrances.

4. That the DEVELOPER SECOND PARTY with the right to construct the multi-storied building both commercial and residential take delivery of possession of the lands as mentioned in the Schedule- 'A' & 'B' below with all rights of making permanent construction therein at their own expenses exclusively.
5. That the DEVELOPER SECOND PARTY shall appoint architect for the purpose of drawing and preparing plans, designs, drains, elevations of the intended building complex with the specifications of the works to be done and of the materials to be provided for the said building complex of good quality of ISI standard.
6. That all expenses to be incurred for the construction of both commercial part as well as residential part with or without basement till its completion in all respects shall be borne by the builder / DEVELOPER SECOND PARTY. Except the owner's allocation as mentioned below in Clause No.10 the OWNER FIRST PARTY will not be entitled to claim any further money or flat or building or any other construction or vacant land or roof right etc.
7. That the DEVELOPER SECOND PARTY shall submit the building plan prepared by the said architect to development

Deben  
Jayanti Mal

1E69  
YOUR NEXT HOME

1E69  
YOUR NEXT HOME  
B. S. Datta  
Partner

K



authority, Municipality and other appropriate or proper authorities. The plan of the proposed construction shall be submitted to the development authority, Municipality and other appropriate authorities in the name of the DEVELOPER SECOND PARTY. The OWNER FIRST PARTY shall have no objection in the matter of signing of all related papers by the DEVELOPER SECOND PARTY and in the matter of obtaining sanction of the said building plan in the name of the DEVELOPER SECOND PARTY before development authority, Municipality and/or other authorities. If the documents are not unlawful then the OWNER FIRST PARTY shall not be able to raise any objection to the same. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY. No signature of the OWNER FIRST PARTY shall be necessary for applying or obtaining permission from any of the authorities for the purpose of construction and development of the buildings as mentioned in this Agreement. The OWNER FIRST PARTY have also executed required Development Power of Attorney in this respect of such development and for other purposes of transfer of Developer's allocated Flat units etc. in favour of the DEVELOPER SECOND PARTY. But if any signature of the OWNER FIRST PARTY is found necessary in course of execution of the development work, then the OWNER FIRST PARTY shall be bound to do the same without any objection;

Dever

Tasanyu Mar

69

Mitahi Ghosh

69

Dr. S. K. Ghosh

8. That the DEVELOPER SECOND PARTY shall submit necessary prayer for No Objection from Fire Brigade under the West Bengal Fire Services Act, Rules & Regulations. The DEVELOPER SECOND PARTY shall sign in all such prayers in their names. The OWNER FIRST PARTY shall have no objection in such matter. All the costs and expenses relating to the above shall be borne and shall be paid by the DEVELOPER SECOND PARTY.

Deben m...  
Jayaatom...

9. That no litigation is pending in any Court of law or anywhere over the land in question and it is also further agreed that from this date of execution of this agreement in case any litigation is filed or started the same will be fought by the DEVELOPER SECOND PARTY and all costs and expenses for such litigation shall be borne by the Developer alone. In case of any legal dispute raised by anybody after execution of the development agreement in respect of the instant property, the DEVELOPER SECOND PARTY will be able to contest in any of such legal proceedings in any Court of law or before any other authority. The OWNER FIRST PARTY has executed separate Power of Attorney for that purpose and for other purposes in favour of the DEVELOPER SECOND PARTY.

Mitali Ghosh

10. That the parties will take their allocations as follows: -

- That the OWNER FIRST PARTY shall get Rs. 1,59,00,000/- (Rupees One crore fifty nine lakh only) by instalments and Two Flat (1000 sqft super builtup area (3BHK) on the 2nd Floor and 1000 sqft super builtup

1569  
B. M. Ghosh

11



area (3BHK) on 4th Floor and **One car parking**, in the name of **Debu Mal** & **One Flat** (1000 sqft super builtup area (3BHK) on the 2nd Floor and **One car parking**, in the name of **Jayanti Mal**) in the building together with undivided proportionate share in the land comprised in the premises together with undivided proportionate share in the common portions and facilities.

- Apart from the owner's allocated area, the entire rest portion of the constructed areas of proposed building will be under Developer's allocation and the DEVELOPER SECOND PARTY shall have every right to transfer the same and to receive the consideration money on the basis of the instant agreement and the Power of Attorney;
- That for the purpose of transfer of the Developer's allocation, the DEVELOPER SECOND PARTY shall have their every right to enter into agreement for sale with the purchasers and to receive advance consideration money;
- That the OWNER FIRST PARTY shall be treated as one of the joint owners of the building along with other flat owners and they shall not have any special right as previous owners;
- If due to any unlawful act or obstruction on the part of the OWNER FIRST PARTY the execution of agreements with the purchasers or execution of Deed of Sale in favour of the purchasers or the construction work is

Debu mal  
Jayanti mal

THE 69  
YOUR NEXT HOME  
Mitul Ghosh

THE 69  
YOUR NEXT HOME  
Biswajit Ghosh  
Partner

2

stopped, then the OWNER FIRST PARTY shall be liable to pay the entire development cost along with damages and compensation to the DEVELOPER SECOND PARTY.

- In case of default in payment by the DEVELOPER SECOND PARTY as per Schedule of payment below and in case of abandonment of the project by the DEVELOPER SECOND PARTY, the OWNER FIRST PARTY shall have the right to seek cancellation of the Agreement. In case of Cancellation due to fault of the owner, they will be liable to refund the money paid to them along with compensation and damages. And in case of Cancellation due to fault of the Developer they will be entitled to get refund back of the amount paid to owner only.
  - Normally the Agreement unilaterally and the same can be cancelled only with the consent of both the parties, i.e. mutually.
  - The OWNER FIRST PARTY shall not have any roof right or any right of construction over any portion of the property. However the OWNER FIRST PARTY shall be entitled to use the roof as common area along with other co-owners or other purchasers of the flat;
11. That at the time of execution of agreement to the prospective buyers by the DEVELOPER SECOND PARTY, the OWNER FIRST PARTY shall not be able to raise any objection.

*Deben mal*

*Jayantimal*

**THE 69**  
TOUR NEXT HOME

*Mitali Chosh*  
Partner

**THE 69**  
TOUR NEXT HOME

*Bi Wadga Chosh*  
Partner

*n*



12. That the OWNER FIRST PARTY do hereby declare that the lands in question has not been acquired by the State of West Bengal and no notice for requisition or acquisition under has been received by them and there is no notice or order passed by the development authority or Municipality or any other body or authority and that no statutory claims or demands or attachment or prohibitory order made by taxation authority or any other Govt. body or authority or authorities and that there is no subsisting agreement in respect of the said property and also in that case the DEVELOPER SECOND PARTY finds any such arrangement they shall be entitled to get compensation.
13. That the DEVELOPER SECOND PARTY shall develop the said property in the name of their Firm and the name of the project/building shall be THE 69, UNIT-3, Rangamati (Green Project), There shall be minimum 11 floors i.e. LG+G+10 and further floors as may be decided by the DEVELOPER SECOND PARTY subject to sanction by the appropriate authorities i.e. Midnapore Municipality and other authorities. The Allocation of the OWNER FIRST PARTY shall remain same and fixed in case of construction of further floors.
14. That all costs, charges and legal expenses incidental to this Development Agreement including stamp duty and registration charges of the conveyance or conveyances shall be borne by the Developers or its nominees.
15. That the Developer shall comply with the provisions of relevant laws, bye laws, rules and regulations specially WB

Deben mal  
Jasanti mal.

69  
HOUSE NEXT HOME

Nitadi Ghosh  
Partner

THE 69  
HOUSE NEXT HOME

BN Dehaka  
Partner



RERA rules and regulations and shall always keep the owners absolutely indemnified and harmless against the action, claims and demands whatsoever.

16. That the Developer shall provide for all civil, electrical, plumbing and sanitary works including installation of overhead tank, provision of water supply, house pumps, house service lifts, drainage, compound wall, internal passage, sewerage, etc. as per specifications and identified set out in the plan approved by development authority or Municipality. But such specifications will be finally decided by the architect as per requirement of the building;
17. As it is necessary to arrange fund for completing the project and the owners have agreed to allow the Developer to mortgage the landed properties by deposit of title deeds in favour of the financing bank or financial institution from which finances is to be taken and for that purpose the OWNER FIRST PARTY has empowered the DEVELOPER SECOND PARTY by a registered power of Attorney to do all such acts of depositing title deeds to create mortgage and to take finance in the name of the firm and also undertake liability to pay sum along with interest and costs in full. In no case the owner shall be made liable for the dues of the firm on account of the loan taken by them.
18. The DEVELOPER SECOND PARTY have been empowered to enter into the premises, to pull down the existing structures (If any), remove garbage, earth, and start construction as per sanctioned plan. DEVELOPER

Deben mal  
Jaganti mal

69  
 YOUR TEXT HOME  
 Mitaki School

169  
YOUR NEXT HOME



SECOND PARTY and their men shall be able to stay in the premises by making sheds for completing the work after getting the premises in vacant position;

19. That the owner has executed & registered power of Attorney to do all the works starting from mortgage, taking loan to complete the construction and to sell out the units but in case of necessity the OWNER FIRST PARTY shall execute further deed and documents in favour of the DEVELOPER SECOND PARTY as may be found necessary;
20. The OWNER FIRST PARTY shall always remain liable to execute and/or register appropriate documents for effective implementation of the work/project.
21. That the owner and the developer have agreed upon the specification and construction of the proposed new building as described in schedule below;
22. That subject to the provision of this present the owner hereby grants to the developers exclusive right to construct a multistoried, commercial cum residential building upon the land as mentioned in the Schedule below as per sanctioned plan;
23. That the Developer shall be entitled to vary or modify the said Plan of construction subject to sanction of such modified plan by the appropriate authorities;
24. That there shall be a timeframe of 30 months from the date of approval of final Building plan for construction by the civic authority and competent authority and the appropriate

Deben mal  
Jayanti mal

69  
YOUR NEXT HOME  
Mitali Ghosh

69  
YOUR NEXT HOME  
Biswajit Ghosh

1

authority. Such timeframe may be extended up to 6 months further;

25. That the above-mentioned timeframe shall be subject to force majeure;
26. That the Developer shall have the exclusive prerogative to choose prospective buyers and to fix the price of the units and to fix the terms and conditions from developers allocation;
27. That the Owner hereby agree that they will not do anything which will prejudicially affect the right of the Developer in peaceful completion of the building and in selling out the same to the prospective buyers;
28. That after completion of the building, the Developer and the Owners along with the new purchasers shall form an Owners Association and a Society as per law to be formed by the purchasers and the Developer. The control and management of the building shall be handed over to the said Society/ Association;
29. That the Developer hereby agrees that they will keep the Owner indemnified against all third party claims or actions arising out of any act or omission on the part of the Developer or its agent or men and the owner shall not have any liability to repay any loan to be incurred by the Developer for the purpose of this project;
30. That the instant Agreement has been executed purely on Principal to Principal basis and nothing contained in these presents shall be construed as Partnership business or

Deben mal  
Jasanto mal

THE 69  
YOUR NEXT HOME  
Partner  
Mitali Chosh  
Dr. Ananta Chosh  
Partner

1



agreement or joint venture between the OWNER AND THE DEVELOPER;

31. That it is hereby clearly understood that the DEVELOPER by virtue of these presents shall acquire all rights, title or interest in the consequent upon the Owner handing over the complete possession of the said property to the developers subject to the condition that the proposed building and the disposal of the units shall be done in times of the present agreement and without any hindrance from the part of the Owner or his agents or men or anybody claiming under him;
32. That the owner shall not object to any construction or laying of drainage water pipes or cables or other provisions made in accordance with the law and scheme of construction of the said building. The drinking water and other water for the household use will be provided with the deep tube well or from Municipal sources for the Complex. All such provisions shall be constructed within the project area and not outside the project area or over the vacant land, if any remains, outside the project areas;
33. Each term of this agreement will form the consideration of the other;
34. That in case of any dispute or difference arises relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or any matter whatsoever arising out of this

Debe mal

Jayanto mal

THE 69  
YOUR NEXT HOME

Mitaki Ghosh

THE 69  
YOUR NEXT HOME

Dr. S. S. Ghosh

h

Development Agreement, such differences and disputes shall be referred to the Arbitrator.

35. That only the Court at Midnapore within District Paschim Medinipur shall have the exclusive jurisdiction to try any legal dispute in between the parties.
36. That the original Development Agreement along with all Title Deeds and documents in original shall remain with the Developer.

In witness whereof the parties hereunto subscribe their hands and seals on the day, month and year stated at the outset in physically fit and mentally alert condition.

**SCHEDULE- 'A' & 'B'**

**Total Land of the OWNER FIRST PARTY which is handed over to the DEVELOPER SECOND PARTY as mentioned above**

**SCHEDULE - A (Belongs to Sri Debu Mal)**

Within District – Paschim Medinipur

P.S. & Municipality - Midnapore

Mouza – Rangamati

J.L. No. - 150

Old L.R. Khatian No. 64 & 204, 2138

Present mutated L.R. Khatian No. – 620 & 1307

R.S. Plot No. 108, L.R. Plot No. 168, Area - 0.0981 Acre

R.S. Plot No. 113 (Part), L.R. Plot No. 170 (Part), Area - 0.0350 Acre

**Total Area - 0.1331 Acre**

*Debu mal*  
*Jayanti mal*

**69**  
FOUR NEXT HOME  
*Mitahi Chakraborty*  
**69**  
FOUR NEXT HOME  
*Debu Mal*



**SCHEDULE - B (Belongs to Smt. Jayanti Mal)**

Within District – Paschim Medinipur

P.S. &amp; Municipality - Midnapore

Mouza – Rangamati

J.L. No. - 150

Old L.R. Khatian No. 64 &amp; 204, 2138

Present mutated L.R. Khatian No. – 667 &amp; 1304

R.S. Plot No. 108, L.R. Plot No. 168, Area - 0.0636 Acre

R.S. Plot No. 113 (Part), L.R. Plot No. 170 (Part), Area - 0.0100 Acre

**Total Area - 0.0736 Acre**

Total project area is thus shown in a sketch map annexed with this Agreement.

**Measurement of Plot**

Measurement of Plot of Land as per Sketch Map.

**Butted and bounded**

On the North Side – Land under Plot No. 110

On the South Side – 55 ft Metal Road

On the East Side – Land of Mahata Babu

On the West Side – Land of Bablu Mal

*Belur mal*  
*Jayanti mal*

**THE 69**  
 YOUR NEXT HOME  
*Bu Bablu Mal*  
*Nitoli Gokul Sh*  
 Partner

*✓*







- room, one point in main gate, one power points of 15 ampere in hall.
7. Door & Windows : Flush door (Commercial) with fittings and wood primer finish, Aluminium window fitted with M.S. grill and glass panes one in each room.
8. Grill : Outside window grill covered by 4 mm. square bar box type or other type of design
9. Stair : Tiles finish
10. Stair Railing : 4mm square bar
11. Lift : 4/6 passenger lift of good quality (Branded)
12. Painting of walls : Internal walls and ceiling shall have wall putty finish.
13. Electrical equipments : All electrical fitting of ISI mark with shock proof
14. Overhead tank : Overhead tank should be provide on the roof of stair along with CPVC Pipeline
15. Water : 24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.
16. Plaster : Putty finished inside walls and weather coat finished outside walls.

Deben mal  
Jayantra mal

HE 69  
TOUR NEXT HOME

HE 69  
TOUR NEXT HOME

Dr. In Daraz  
Partner

M.L.L. 2-1-00

## 17. Other


: Electrical wiring and switches,  
electrical fitting like tube light in  
common areas.

Signature of the

OWNER FIRST PARTY

Debu mal

Jayanti Mal.

  
Biswajit Ghosh  
Partner

  
Mitah Ghosh  
Partner

Signature of the

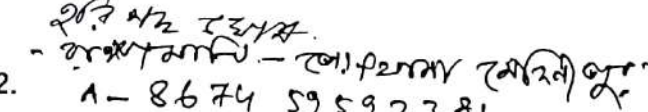
DEVELOPER SECOND PARTY

Signatures of the witnesses

Debu mal

1. 

Jayanti mal.

2.   
A-8674 59592281.

Debasis Sahoo  
Rangamati, Midnapore

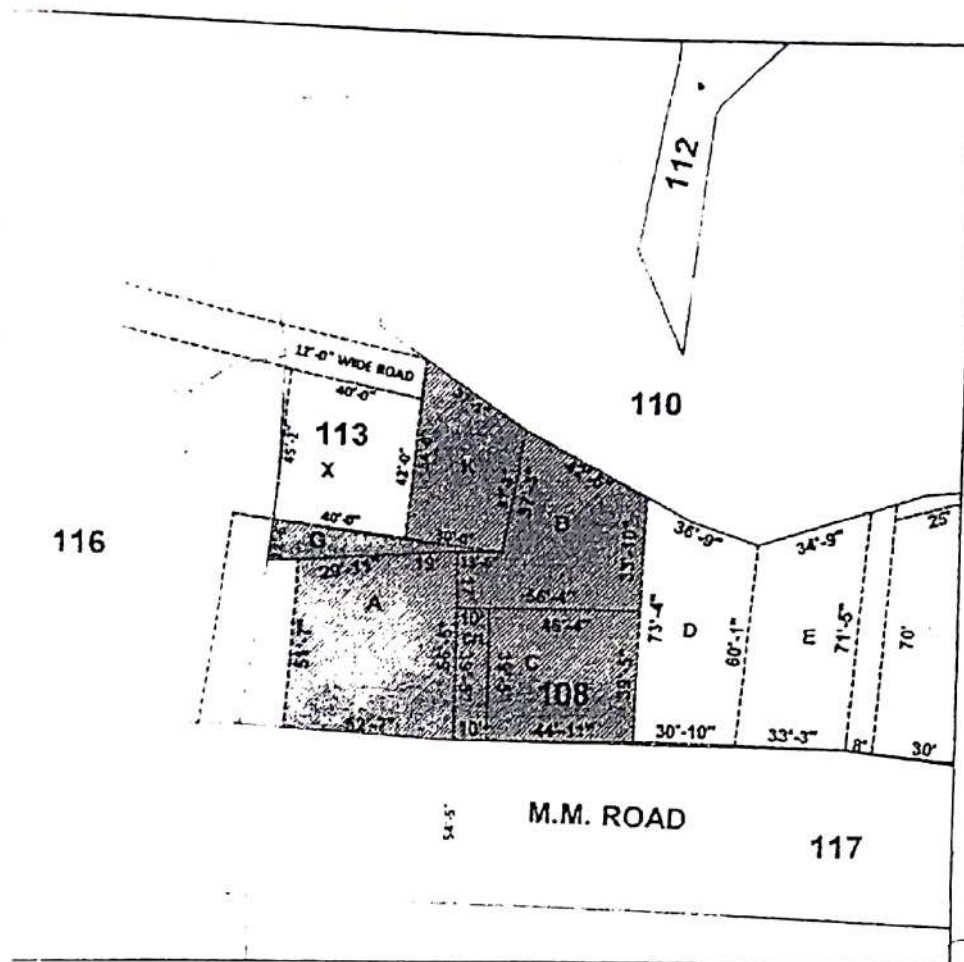
Drafted by : Hatipada Manna. Advocate  
WBF 935/917/81

Computer type by : Judge's Court, Midnapore

Debasis Sahoo

This deed has typed in 27 pages including 1 stamp paper and 28  
demi papers.

MOUZA -RANGA MATI J. L. NO- 150  
P.S.-MEDINIPUR DIST.- PASCHIM MEDINIPUR.  
SCALE - 96" = 1MILE



SCHEDULE OF THE LAND

NAME OF OWNER	SUB PLOT NO.	R.S. PLOT NO.	L.R. PLOT NO.	AREA IN		MARK
				Sqft.	Acre	
JAYANTI MAL	A	108 (P)	168 (P)	2772.39	0.0636	
JAYANTI MAL	G	113 (P)	170 (P)	437.00	0.0100	
TOTAL AREA				3209.00	0.0736	
DEBU MAL	B	108 (P)	168 (P)	2076.73	0.0477	
DEBU MAL	C	108 (P)	168 (P)	1800.00	0.0413	
DEBU MAL	C/1	108 (P)	168 (P)	395.00	0.0091	
DEBU MAL	K	113 (P)	170 (P)	1526.00	0.0350	
TOTAL AREA				6797.73	0.1331	
GRAND TOTAL				9004.73	0.2067	

Debu mal  
Jayanti mal,  
Mitali Ghosh  
Partner  
B. K. Ghosh  
Partner

DRAWN BY  
B. K. Ghosh  
B. K. Ghosh



28

Left hand finger impression.



Right hand finger impression.



All the above finger impressions are attested.

*Desu mal*

Left hand finger impression.



Right hand finger impression.



All the above finger impressions are attested.

*Jayanti Mal*

29

Left hand finger impression.



Right hand finger impression.



All the above finger impressions are attested.

*Biswaraj Ghosh*

Left hand finger impression.



Right hand finger impression.



All the above finger impressions are attested.

*Mitali Ghosh*



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



192024250171622048

GRN Details

GRN:	192024250171622048	Payment Mode:	SBI Iipay
GRN Date:	20/08/2024 17:22:08	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6558584449756	BRN Date:	20/08/2024 17:22:23
Gateway Ref ID:	IGARSGGVC4	Method:	State Bank of India NB
GRIPS Payment ID:	200820242017162203	Payment Init. Date:	20/08/2024 17:22:08
Payment Status:	Successful	Payment Ref. No:	2002227389/5/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Biswanath Ghosh
Address:	Rangamati
Mobile:	9732595653
Period From (dd/mm/yyyy):	20/08/2024
Period To (dd/mm/yyyy):	20/08/2024
Payment Ref ID:	2002227389/5/2024
Dept Ref ID/DRN:	2002227389/5/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002227389/5/2024	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2002227389/5/2024	Property Registration- Registration Fees	0030-03-104-001-16	30053
Total				65074

IN WORDS: SIXTY FIVE THOUSAND SEVENTY FOUR ONLY.





### Major Information of the Deed

Deed No :	I-1001-08759/2024	Date of Registration	20/08/2024
Query No / Year	1001-2002227389/2024	Office where deed is registered	
Query Date	20/08/2024 2:33:23 PM	D.S.R. - I PASCIM MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Ajit Kumar Dolai Faridchak, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 9932555007, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
Rs. 1,59,00,000/-	Rs. 1,59,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 30,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		







### Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Rangamati, JI No: 150, Pin Code : 721102

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-168 (RS -108 )	LR-667	Commercial	Dhani Soyem	0.0636 Acre	48,92,308/-	48,92,308/-	Width of Approach Road: 55 Ft., Adjacent to Metal Road,
L2	LR-170 (RS -113 )	LR-1304	Commercial	Danga Pu: patit	0.01 Acre	7,69,231/-	7,69,231/-	Width of Approach Road: 55 Ft., Adjacent to Metal Road,
L3	LR-168 (RS -108 )	LR-620	Commercial	Dhani Soyem	0.0981 Acre	75,46,154/-	75,46,154/-	Width of Approach Road: 55 Ft., Adjacent to Metal Road,
L4	LR-170 (RS -113 )	LR-1307	Commercial	Danga Pu: patit	0.035 Acre	26,92,307/-	26,92,307/-	Width of Approach Road: 55 Ft., Adjacent to Metal Road,
TOTAL :					20.67Dec	159,00,000 /-	159,00,000 /-	
Grand Total :					20.67Dec	159,00,000 /-	159,00,000 /-	



**Land Lord Details :**







SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Jayanti Mal</b> Wife of Bablu Mal Executed by: Self, Date of Execution: 20/08/2024 , Admitted by: Self, Date of Admission: 20/08/2024 ,Place : Office	<b>Photo</b>  20/08/2024	<b>Finger-Print</b>  Captured LTI 20/08/2024	<b>Signature</b>  20/08/2024
Rangamati, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.: dxxxxxxx5h, Aadhaar No: 31xxxxxxx3930, Status :Individual, Executed by: Self, Date of Execution: 20/08/2024 , Admitted by: Self, Date of Admission: 20/08/2024 ,Place : Office				
2	<b>Name</b> <b>Debu Mal (Presentant )</b> Son of Late Dayal Mal Executed by: Self, Date of Execution: 20/08/2024 , Admitted by: Self, Date of Admission: 20/08/2024 ,Place : Office	<b>Photo</b>  20/08/2024	<b>Finger-Print</b>  Captured LTI 20/08/2024	<b>Signature</b>  20/08/2024
Rangamati, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.: anxxxxxx1l, Aadhaar No: 99xxxxxxxx9130, Status :Individual, Executed by: Self, Date of Execution: 20/08/2024 , Admitted by: Self, Date of Admission: 20/08/2024 ,Place : Office				

**Developer Details :**




SI No	Name,Address,Photo,Finger print and Signature
1	<b>THE 69</b> 972, Rangamati, Ward No. 25, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102 Date of Incorporation:XX-XX-2XX9 , PAN No.: aaxxxxxx8a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Biswanath Ghosh</b> Son of Late Kalipada Ghosh Date of Execution - 20/08/2024, , Admitted by: Self, Date of Admission: 20/08/2024, Place of Admission of Execution: Office	 Aug 20 2024 5:58PM	 LTI 20/08/2024 Captured	 20/08/2024
Rangamati, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.: bhxxxxxx8a, Aadhaar No: 48xxxxxxx4236 Status : Representative, Representative of : THE 69 (as Partners)				
2	<b>Name</b> <b>Smt Mitali Ghosh</b> Wife of Shri Biswanath Ghosh Date of Execution - 20/08/2024, , Admitted by: Self, Date of Admission: 20/08/2024, Place of Admission of Execution: Office	 Aug 20 2024 5:59PM	 LTI 20/08/2024 Captured	 20/08/2024
Rangamati, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721102, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.: alxxxxxx6q, Aadhaar No: 39xxxxxxx5998 Status : Representative, Representative of : THE 69 (as Partners)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Sushanta Ghosh</b> Son of Hanpada Ghosh Rangamati, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102	 20/08/2024	 20/08/2024 Captured	 20/08/2024
Identifier Of Jayanti Mal, Shri Biswanath Ghosh, Smt Mitali Ghosh, Debu Mal			



### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Jayanti Mal	THE 69-6.36 Dec

### Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Jayanti Mal	THE 69-1 Dec

### Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Debu Mal	THE 69-9.81 Dec

### Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Debu Mal	THE 69-3.5 Dec

### Land Details as per Land Record

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Mouza: Rangamati, JI No: 150, Pin Code : 721102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 168, LR Khatian No:- 667	Owner:জয়ন্তী মাল, Gurdian:বাবু . Address:বিক্র 168 , Classification:খাসী নোংরাম, Area:0.06000000 Acre,	Jayanti Mal
L2	LR Plot No:- 170, LR Khatian No:- 1304	Owner:জয়ন্তী মাল, Gurdian:বাবু মাল, Address:বিক্র , Classification:ডাঙ্গা খাসী, Area:0.01000000 Acre,	Jayanti Mal
L3	LR Plot No:- 168, LR Khatian No:- 620	Owner:দেবু মাল, Gurdian:দেবু মাল . Address:বিক্র , Classification:খাসী নোংরাম, Area:0.09810000 Acre,	Debu Mal
L4	LR Plot No:- 170, LR Khatian No:- 1307	Owner:দেবু মাল, Gurdian:দেবু মাল, Address:রাসমাটি , Classification:ডাঙ্গা খাসী, Area:0.03500000 Acre,	Debu Mal

Endorsement For Deed Number : I - 100108759 / 2024

On 20-08-2024

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

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

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

Presented for registration at 14:00 hrs on 20-08-2024, at the Office of the D.S.R. - I PASCIM MIDNAPORE by Debu Mal, one of the Executants.

**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 1,59,00,000/-

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

Execution is admitted on 20/08/2024 by 1. Jayanti Mal, Wife of Bablu Mal, Rangamati, P.O: Vidyasagar University, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession House wife, 2. Debu Mal, Son of Late Dayal Mal, Rangamati, P.O: Vidyasagar University, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession Others

Indetified by Sushanta Ghosh, , Son of Haripada Ghosh, Rangamati, P.O: Vidyasagar University, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession Others

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

Execution is admitted on 20-08-2024 by Shri Biswanath Ghosh, Partners, THE 69, 972, Rangamati, Ward No. 25, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102

Indetified by Sushanta Ghosh, , Son of Haripada Ghosh, Rangamati, P.O: Vidyasagar University, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession Others

Execution is admitted on 20-08-2024 by Smt Mitali Ghosh, Partners, THE 69, 972, Rangamati, Ward No. 25, City:- Midnapore, P.O:- Vidyasagar University, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102

Indetified by Sushanta Ghosh, , Son of Haripada Ghosh, Rangamati, P.O: Vidyasagar University, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 30,053.00/- ( B = Rs 30,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 30,053/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/08/2024 5:22PM with Govt. Ref. No: 192024250171622048 on 20-08-2024, Amount Rs: 30,053/-, Bank: SBI EPay ( SBIEPay), Ref. No. 6558584449756 on 20-08-2024, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

**Description of Stamp**

1 Stamp Type Impressed, Serial no 8403, Amount: Rs.5,000.00/-, Date of Purchase: 20/08/2024, Vendor name: Satya Ch Ghosh

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 20/08/2024 5:22PM with Govt. Ref. No: 192024250171622048 on 20-08-2024, Amount Rs: 35,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6558584449756 on 20-08-2024, Head of Account 0030-02-103-003-02

*Bhattacharya*

**Sravani Bhattacharya**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I PASCIM**  
**MIDNAPORE**  
**Paschim Midnapore, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1001-2024, Page from 164916 to 164954  
being No 100108759 for the year 2024.



Digitally signed by SRABONI BHATTACHARYA  
Date: 2024.08.23 16:11:33 +05:30  
Reason: Digital Signing of Deed.

(Sravani Bhattacharya) 23/08/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE  
West Bengal.

23/08/2024, Query No:-10012002227389 / 2024 Deed No :I-08759/2024.  
Document is digitally signed

**THE b**  
YOUR NEXT HOME  
Partner  
*B. Bhattacharya*

