

ক.5000

पाँच हजार रुपये

Rs.5000

পশ্চিমবঙ্গ पश्चिम बैंगाल WEST BENGAL

H 078699

) 20716/000 ) 20716/000

3 0 JAN 2023

- 1. Date: 27-01.2023.
- Place: Kolkata

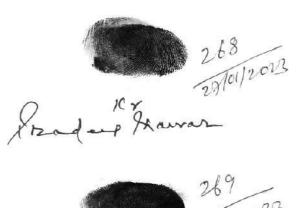
0000 24/01/2023 Somashi / Rat pu Sompen (13) ps. Somuch ব্ৰেজন :- গ্ৰী প্ৰপৰ দে K9-150 बाक्ष्यपृत्र जान-तिकित्वाची व्यक्ति জেফা- দক্ষিণ ২৪ পরগণা Frakir Ganguly Sileir kner G 266 Bula Chatterjee word Diet.-Sub Hegistre Sonamur 267 2013 2 7 JAN 2023 Jolly Barre Alias Jally Granguly 2701/2013 Alohe kulon perche foget fuln valorufu Magnera.

#### 3. Parties:

3.1 i) Subir Kumar Ganguly (PAN - ADOPG5073A), (AADHAAR NO. -5850 0861 1440) son of Late Badal Ganguly, by Nationality Indian, by faith Hindu, by occupation-Business, residing at SONAJHIL, Rajpur Sonarpur (M), South 24 Parganas. P.S. Sonarpur, West Bengal- 700 150, ii) Prabir Ganguly (PAN -ADYPG4165D), (AADHAAR NO. - 5740 8308 7459) son of Late Badal Ganguly, by Nationality Indian, by faith Hindu, by occupation-Business, residing at SONAJHIL, Rajpur Sonarpur (M), South 24 Parganas. P.S. Sonarpur, West Bengal- 700 150, iii) Bula Chatterjee (PAN - ACHPC5240M), (AADHAAR NO. -8787 0546 8907) wife of Swadhin Chatterjee, by Nationality Indian, by faith Hindu, by occupation- Housewife, residing at Garia Station Road, Balia More, Malancha Apartment, Rajpur Sonarpur, Garia, South 24 Parganas. P.S. Narendrapur, West Bengal- 700 084, iv) Jolly Basu alias Jolly Ganguly(PAN -AWNPB6865F), (AADHAAR NO. - 3587 5421 6478) wife of Prabir Basu, by Nationality Indian, by faith Hindu, by occupation-Housewife, residing at SONAJHIL, Rajpur Sonarpur (M), South 24 Parganas. P.S. Sonarpur, West Bengal-700 150, West Bengal hereinafter called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

#### AND

3.2 ALLIED PROPERTIES, PAN-ABUFA1762C, a partnership firm , having its office at 201A, Kanungo Park, P.O. Garia, P.S. Patuli, Kolkata-700084, District: South 24-Parganas, West Bengal, represented by its Partners, namely (1) MR.SUBRATA NARAYAN CHOWDHURY, PAN:ADXPC3637K & Aadhaar No. 3609 5815 6659, son of Late Pratulla Narayan Chowdhury, by Nationality Indian, by faith-Hindu, by occupation Business, residing at 201, P.O. Garia, P.S Patuli, Kolkata- 700 084. Kanungo Park, District- South 24-Parganas, (2) MR.PRADEEP KUMAR JHAWAR, PAN: ACVPJ5458J & Aadhaar No. 4319 9555 9298, son of Om Prakash Jhawar, by Nationality Indian, by faith Hindu, by occupation Business, residing at 783, Anandapur Road, Tower-7, Flat No. 3002, 30th floor, Kolkata-700107, District: South 24-Parganas and (3) MR. ACHINTYA NARAYAN CHOWDHURY, PAN - ATLPC4775C & Aadhaar No.4475 2213 4347, son of Sri Subrata Narayan Chowdhury, by



Achintya Waxayem Chawo Lury



Use - out Hagistre Sonarpur Bouth 24 Parganse

Nationality Indian, by faith-Hindu, by occupation Business, residing at 201, Kanungo Park, P.O. Garia, P.S. Jadavpur now Patuli, Kolkata- 700 084.District- South 24-Parganas, West Bengal. The Partner No. 2) MR.PRADEEP KUMAR JHAWAR, & (3) MR. ACHINTYA NARAYAN CHOWDHURY are executing this agreement on behalf of the partnership firm hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its

repugnant to the context be deemed to mean and include its successor-in-office, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

Owner and Developer individually "Party" and collectively "Parties".

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

## 4. Subject Matter of Agreement:

WHEREAS said MURARI MOHAN GANGULY alias MURARI KUMAR GANGULY alias BADAL GANGULY, was the absolute recorded owner and also ceased and possessed All That piece and parcel of land 10 BIGHAS 12 COTTAHS 3 CHATAKS excluding the common passage, lying and situated in Mouza - Ghasiara, R.S. Dag No. - 424, 423, 422, 418, 417 & 416, R.S Khatian No. - 192, 129, 212, 351, 366 & 352, J.L. No. 23, R.S. No. - 47, Touzi No. - 250, Police Station - Sonarpur, now in the District - South - 24 Parganas.

AND WHEREAS said MURARI MOHAN GANGULY alias MURARI KUMAR GANGULY alias BADAL GANGULY, died leaving behind his wife, namely, Smt. Gita Ganguly, two sons, namely, Subir Ganguly and Prabir Ganguly and two daughters, namely, Bula Chatterjee and Jolly Ganguly (alias Jolly Basu), they became the joint owners of the said land left behind by Late MURARI MOHAN GANGULY alias MURARI KUMAR GANGULY alias BADAL GANGULY, according to Hindu Succession Act, 1956. During the possession the said owners mutually decided for partition by mets and bounds for their better enjoyment in respect of the said land/ property in equal shares, and then they have executed a Partition deed (Bantan Patra Dalil), executed on 16.10.1987 corresponding to 29th Aswin, 1394 B.S., the said Partition Deed [ Bantannama Dalil ] was registered in the office of the A.D.S.R. Sonarpur, 24Parganas South, recorded in Book No.1, Volume 61, Pages 61 to 75, being No 4629 for the year 1987.



Securpur Securpur

AND WHEREAS after said Partition Deed, the Said Gita Ganguly obtained 1/5th share i.e. 2bighas 2 Cottah 7chattaks more or less out of total land 10Bighas 12kattahs 3Chataks in the aforesaid Mouza and Dag Nos. subsequently the said Gita Ganguly recorded her name in the office of the B.L.&L.R.O., being L.R. Khatian No. 651, comprised in R.S. Dag No. - 424 corresponding to L.R. Dag No. 433 and other dags, and also mutated her name in the Rajpur- Sonarpur Muncipality, being holding no. - 122, Ward No. - 11, after paying taxes regularly thereon. During the possession the said Gita Ganguly transferred some portion of land to her son and daughter.

AND WHEREAS the said Gita Ganguly in possession, measuring more or less 1bigha 10cottahs 8chattaks equivalent to 30k 8ch, equivalent to 50.5 Decimal, be the same a little more or less in respect of R.S. Dag No. 424, corresponding to L.R. Dag No. 433, R.S Khatian No. 352, corresponding to L.R. Khatian No. - 651, (in the name of Gita Ganguly as per R.O.R.), during the possession, the said Gita Ganguly died intestate on 30.08.2021, leaving behind her two sons, namely, Subir Ganguly and Prabir Ganguly and two married daughters, namely, Bula Chatterjee and Jolly Ganguly alias Jolly Basu, they became the joint owners of the said land left behind by their mother, namely, Late Gita Ganguly, according to Hindu Succession Act, 1956, J.L. No. 23, in Mouza Ghasiara, Police Station Sonarpur, District - South 24 Parganas, West Bengal,

AND WHEREAS one of th owner namely Jolly Ganguly now Jolly Basu has got/obtained according to the above mentioned Deed of Partition dated 16.10.1987. All That piece and parcel of land measuring 3 cottahs 5 chattaks equivalent to 5.5 Decimal be the same a little more or less in respect of in R.S. Dag No. -424 corresponding to L.R. Dag No. 433, R.S Khatian No. 352, corresponding to L.R. Khatian No. - 651 along with 2 cottahs 12 chattaks equivalent to 4.5 Decimal be the same a little more or less in respect of in R.S. Dag No. - 423 corresponding to L.R. Dag No. 432, R.S Khatian No. 192, corresponding to Khatian No. - 655, alongwith other dag, under J.L. No. 23, in Mouza Ghasiara, Police Station - Sonarpur, District - South 24 Parganas, West Bengal, in the said Partition Deed ( Bantannama Dalil ) was registered in the office of the A.D.S.R. Sonarpur, 24Parganas South, recorded in Book No.1, Volume 61, Pages 61 - 75, being No 4629 for the year 1987.

AND WHEREAS the totaal area of land 36 cottahs 9 chattaks



2 7 JAN 2023

(30 Cottahs 8 Chittaks plus 3 cottahs 5 chattaks plus 2 cottahs 12 chattaks) equivalent to 60.5 Decimal be the same a little more or less in respect of in R.S. Dag No. - 424 and 423 corresponding to L.R. Dag No. 433 and 432 under R.S Khatian No. 192 & 352, L.R. Khatian No. 651 and 655, in Mouza Ghasiara, J.L. No. 23, Police Station Sonarpur, District -South 24 Parganas, West Bengal, which is more fully and particularly described in the FIRST SCHEDULE hereunder written, and have been peacefully possessing the said property without any disturbance and claim whatsoever of the others and hereinafter referred to as the "SAID PROPERTY".

# Representations, Warranties and Background

Owner's Representations: The Owner has represented and warranted to the Developer as follows:

A. Ownership of said Property: The Owner is the absolute lawful owner of the said Property and the title of the Owner is as mentioned in the First

Schedule written hereunder.

B. Marketable Title: The right, title and interest of the Owner in the said Property is free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims, demands and liabilities and the Owner has a marketable title to the said Property.

C. Possession: The said Property in its entirety is in the khas, vacant, physical and absolute possession of

the Owner.

D. No Requisition or Acquisition: To the best of knowledge of the owners, the said Property is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.

E. Urban land Ceiling: To the best of knowledge of the owners, the said Property is not vested under any

law and/or otherwise.

F. Taxes Paid: All bills received for property taxes shall be payable by the Owner upto the date of this

agreement.

G. Custody of Title Deeds: The original documents of title mentioned in the First Schedule hereunder written in respect of the said Property (hereinafter referred to as the "Original Title Documents") are in



exclusive possession and custody of the Owner and no other person or entity has any right or entitlement in respect of the same.

H. No Guarantee: No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever has been given by the Owner.

I. No Legal Proceedings: To the best of knowledge of the owners, no suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of the Owner herein.

J. No Previous Agreement: The Owner has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.

K. Authority: The Owner has full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

Developer's Representations: The Developer has represented 5.2 and warranted to the Owner as follows:

> A. Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake, complete and finish within the

agreed time the development of the said Property.

B. No Abandonment: The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.

C. Authority: The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that

effect exist.

Background: The Developer has expressed its interest to take 5.3 up the development of the said Property by construction of the



Senamus Senamus Snuth 24 Percentage

New Building and marketing and selling the Units and other rights therein ("Project"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

### 6. Basic Understanding:

- 6.1 Agreement: The Owner shall make available for the purpose of development, the said Property with a marketable title. The Developer shall at its own costs develop the said Property and construct new buildings thereon in accordance with the plans ("Building Plans") to be sanctioned by the Rajpur-Sonarpur Municipality, as a ready to use residential building with specified areas, amenities and facilities to be enjoyed in common ("New Building") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Building ("Units") shall be transferable in favour of intending buyers ("Transferees"). The term 'Transferees' shall also include the Owner and the Developer in respect of any Unit(s) that may be retained by them respectively.
- 6.2 Developer to have exclusive development right: For the purposes of construction and commercial exploitation, the Owner is hereby granting to the Developer an exclusive right and authority to construct the New Building and take all steps in terms of this Agreement.

#### 7. Appointment and Commencement

7.1 Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the developer of the said Property with exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owner.

7.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is

terminated in the manner stated in this Agreement.



Senarpur

7.3 Possession: Simultaneously with the execution of this Agreement the said Property shall be under the joint possession of the Owner and the Developer. The Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property.

# Sanction, Approvals and Construction

8.1 Mutation: The Land Owner with the co operation of the Developer shall take all steps and get the Mutation done of the said Property at its own cost. The Developer assures its

full co operation for the same.

8.2 Conversion: The nature and character of the land contained in the said Property and/or its use has to be changed for enabling development and construction of the Project. The Developer shall take all steps and get the conversion of the said Property done at the cost of the Owners within 4 months from the date of BLRO Mutation.

8.3 Urban Land Ceiling Permission: The Developer shall after obtaining conversion apply to obtain permission/no objection from the Competent Authority under the Urban Land (Ceiling & Regulation) Act 1976 that there is no excess vacant land comprised in the said Property. The Urban Land Ceiling Clearance and all costs and expenses for obtaining Urban Land Ceiling Clearance shall be borne, paid and defrayed by the Developer and the Land Owner shall not

have any financial obligation in this regard.

8.4 Sanction & Approvals: The Developer shall get the building plans prepared at its own cost by the Architects and the same shall be finalized in consultation with the Owner. The Developer shall endeavour to get the plans prepared and sanctioned in the manner that the maximum permissible area is sanctioned. The Developer shall expeditiously take necessary steps and apply for and obtain within 06 (Six) months from the date of completion of conversion, mutation and municipal holding, with a grace period of 03 (three) months, and also all other sanctions, approvals, permissions, clearances, consents, no objections, registrations, licences, etc. (collectively "Approvals") required for the Project and for commencement of the construction of the New Buildings. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee, etc) shall be borne and paid by the Developer.



South 24 Parcense

2 7 JAN 2023

noáts

- 8.5 RERA Approvals: The Developer shall apply for and obtain RERA approval immediately within 03 months (three) after sanction of building plan. The Developer undertakes to adhere to all rules and regulation under the said Act.
- 8.6 Architects and Consultants: The Architects and the other consultants for the Project shall be appointed by the Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 8.7 Construction of New Building: The Developer shall commence construction of the New Building within 03 (three) months of the sanction of the Plans. The superstructure of the New Building shall be completed by the Developer within 42 (forty two) months of the commencement of construction with a grace period of another 6 (Six) months. The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the sanctioned Building Plans
  - 8.8 Completion Time: The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plan and the mutually agreed specifications and obtain Completion Certificate from the appropriate municipal authority within a period of 42 (forty two) months from the date of sanction plan with a grace period of another 6 (Six) months ("Completion Time").

8.9 Common Portions: The Developer shall at the Developer's own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "Common Portions").

8.10 Building Materials: The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.

8.11 Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use any existing electricity and water connection at the said Property.

8.12 Co-operation: Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties.



Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

Powers of Attorney: Simultaneously with the execution of this 9. Agreement, the Owner has granted to the Developer, a Development Power of Attorney for the purpose of, inter alia, getting the Building Plans sanctioned, obtaining all necessary Approvals for the Project and booking and sale of the saleable spaces in the New Building. The power for booking and sale of the saleable spaces in the New Building shall become effective only after sanction of the Building Plan and obtaining of all Approvals required for commencement and construction and till that time neither any booking/allotment shall be made nor any agreement for sale/transfer of any portion of the New Building and/or for creating any third party right in any manner whatsoever shall be made, entered into or executed. Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertakes that it shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations under this Agreement.

# Allocation of Revenues of Saleable Constructed Spaces in the New Building:

- 10.1 Sale Proceeds: The sale proceeds from the sale of total saleable constructed spaces in the New Building upon development of the said Project together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions ("Sale Proceeds") shall be allocated between the parties as mentioned below. Flat price shall mean and include the base price of the unit including height escalation charges and location preference charges. It is clarified that the amounts receivable by the Developer as extra developmental charges will not constitute to be a part of the Sale Proceeds and the same shall belong only to the Developer without the Owner having any share therein. Extra developmental charges shall mean and include transformer charges, D.G., Legal charges, maintenance charges, club charges and other miscellaneous charges that may apply from time to time as applicable for the said project.
  - 10.2 Owner's Allocation of Sale Proceeds: The Owner's Allocation of Sale Proceeds shall mean 40 per cent of the Sale Proceeds in respect of land described in First Schedule.



2 7 JAN-2023

- 10.3 Developer's Allocation of Sale Proceeds: The Developer's Allocation of Sale Proceeds shall mean 60 per cent of the Sale Proceeds in respect of land described in First Schedule.
- 10.4The marketing costs (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing and saie) shall be capped at 5% of the total transfer price and the same shall be shared by the owners and the developers as per their revenue sharing ratio [40:60 in respect of land described in First Schedule.] The payment of owner's share of revenue shall be made in the manner stated above, after deducting owner's share of marketing costs therefrom.

### 11. Financials:

- 11.1Project Finance: The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Financier). After sanction of the Building Plan and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to mortgage only the Developers Allocation the Project without having any liability either on the Owner or Owners Allocation in the Project. the Owner shall not deposit the title deeds of the said Property with the Financier and the Financier shall not have any right or lien in respect of the Owner's Allocation of Sale Proceeds, further the Owner shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance/ Project Finance Liability. The loans obtained by the Developer shall be used by the Developer only for the purpose of this Project and not for any other Project or other business. The Developer undertakes to make timely payment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.
  - 11.2The Buyers of constructed spaces in the New Building shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour.





11.3 **Deposit:** The Developer shall deposit with the Owner an interest free refundable/adjustable sum of **Rs. 1,00,000/-** (Rupees One Lakh only) in the following manner:

Amount (Rs)
Rs.1,00,000/- (Rupees One Lakh only

11.4 Goods & Service Tax: The Goods & service tax relating to development and construction shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owner indemnified in this regard. The Goods & service tax in respect of the sale of the Units to the Transferees shall be collected by the Developer from the Transferees. Deposit of such Service Tax with the concerned authority in accordance with law in respect of the sale of the Units to the Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer.

The Landlords shall liable to pay and shall bear the costs of GST and other taxes, if any, on those flat/s retained by the landlords for self-use or for sale to any other intending purchaser/client of Owner's Allocation.

11.5 **Sale Consideration Bank Account:** The principal policy decisions regarding the marketing and sales of the Project (i.e. the total saleable constructed spaces/Units in the New Buildings



South 24 Pargarase

comprising both the Owner's Allocation and the Developer's Allocation) including deciding the sale price and revising the same from time to time, shall be taken by the Developer. The extra developmental charges shall be received by the Developer alone and it will not form a part of the sale proceeds. The Developer shall take all necessary steps and day-to-day decisions in accordance with the policy decisions. The sales to the Transferees shall be made by the Developer and the Sale Proceeds shall be collected by the Developer. The Sale Proceeds in respect of all sales of the Units in the New Buildings shall be deposited in a separate bank account (Sale Consideration Escrow Account) which shall be operated jointly by representatives of both the Owner and the Developer in the manner that the Owner receives the Owner's Allocation of Sale Proceeds and the Developer receives the Developer's Allocation of Sale Proceeds.

It is hereby agreed between the parties herein that the land constitute to be a part of a housing complex extended over several plots comprising of several blocks. The owners herein shall be entitled to receive the **40** % of the Sale Proceeds in respect of land described in First Schedule, of the proportionate F.A.R. or Constructed area as will be sanctioned on the Owners' respective share of land by the Rajpur-Sonarpur Municipality out of the total F.A.R. or Constructed Area, comprising of several flats and other spaces, together with undivided proportionate share or interest in the said land together with undivided proportionate share in the common areas, and common parts, amenities and facilities therein provided as their respective Owners' allocation.

# 11.6Disbursement from Sale Consideration Bank Account:

Standing instructions shall be given by the authorised representatives of both the Owner and the Developer to the concerned Bank to disburse at the end of every day the amounts deposited in the Sale Consideration Escrew Account in the following manner:

- (a) 40 per cent of the Sale Proceeds in respect of land described in First Schedule, shall be transferred to a designated bank account belonging to the Owner in respect of the Owner's Allocation of Sale Proceeds; and
- (b) 60 per cent of the Sale Proceeds in respect of land described in First Schedule, shall be transferred to a designated bank account belonging to the Developer as the Developer's Allocation of Sale Proceeds;



South 24 Parganas

- 12. Retention of Units by Parties, Unsold Areas demarcation and transfer of Units to Transferees:
- 12.1 Unsold Areas demarcation: Upon receipt of the Completion Certificate regarding completion of the New Building if any portion of the saleable constructed spaces remain unsold ("Unsold Areas"), if the Owner and the Developer mutually decide to allocate and demarcate, then such Unsold Areas shall be mutually divided and demarcated as per the respective ratio of the Owner and the Developer. [i.e. 40 per cent in respect of land described in First Schedule of the Owner and 60 per cent in respect of land described in First Schedule of the Developer] Such demarcation shall be made in a fair and equitable basis taking into account relevant factors including the floor, location, size etc. The demarcation shall be made in writing by both the parties mutually within 30 days of receipt of the Completion Certificate and the respective parties shall be exclusively entifled to the respective demarcated portions allotted to them with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose off the same in any manner whatsoever and appropriate the entire sale consideration. The Goods & service tax relating to the Owners respective allocation shall be paid and borne by the Owners only if the area is divided post CC or the owner takes over any area.
  - 12.2 Transfer in favour of Transferees: The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by allowing them access for the purpose of Internal Flat Finishing and ultimately transferring title by registered Deeds of Conveyance. Both the Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
  - 13. Municipal Taxes and Outgoings: All Municipal rates, taxes and outgoings (collectively Rates) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be



each Lifer Sub Hegistres Scrietput Bouth 24 Parcarus

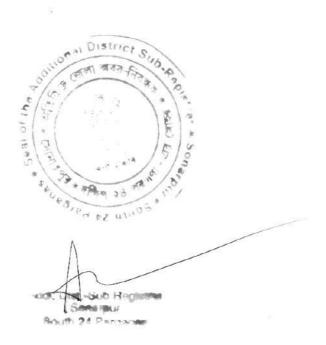
borne, paid and discharged by the Owner, (ii) thereafter the Rates shall be borne, paid and discharged by the Developer till the date of grant of Completion Certificate by Rajpur-Sonarpur Municipality and (iii) from the date of grant of the Completion Certificate the Rates shall be borne, paid and discharged by the respective Transferees.

# 14. Access and Post Completion Maintenance:

- 14.1 Notice of Completion: Upon the construction of the New Building being completed and the Completion Certificate obtained from Concerned Municipal authority, the Developer shall give a written notice to the Owner and the date of such notice shall be deemed to be the Completion Date.
- 14.2Access for Internal Flat Finishing: Access to any Unit shall be made over to the Transferees for Internal Flat Finishing only after both the Owner and the Developer have received their respective share of the Sale Consideration and other amounts receivable in full in respect of such Unit.
- 14.3 Maintenance: The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("Maintenance Charges"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body. .

15. Principal Obligations of Developer:

- Completion of construction within Completion Time: The Developer shall complete the construction of the New Building and obtain Completion Certificate within the Completion Time.
- Compliance with Laws: The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the responsibility of the Developer to ensure proper compliance.



- 15.3 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owner shall be consulted and kept informed.
- 15.4 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Third Schedule** hereto.
- 15.5 **Adherence by Developer:** The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 15.6 Construction at Developer's Risk and Cost: The Developer shall construct and complete the New Building at its own cost, risk and responsibility including for planning, designing and sanction of building plan. The Developer shall be responsible and liable to Government, Municipal Authority and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owner against any claims, losses or damages for any default or failure or breach on the part of the Developer.
- 15.7 **Tax Liabilities:** All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Building/ Project, including sales tax, value added tax, Goods & service tax, works contract tax, etc. shall be paid by the Developer. As regards the tax payable by the Owner on the income arising out of transfer of the Units in the New Building, the same shall be payable by the Owner in respect of the Owner's Allocation and shall be payable by the Developer in respect of the Developer's Allocation.

15.8 Urban Land Ceiling: The Developer shall be responsible for obtaining the clearance under the Urban Land (Ceiling & Regulation) Act, 1976 and the costs, fees, charges and expenses for the same shall be borne by The Developer alone.

15.9 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain all Approvals required from various Government authorities to commence, execute and complete the Project.

15.10 **Responsibility for Marketing:** All saleable constructed spaces in the New Buildings including both Owner's Allocation and Developer's Allocation shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The costs for marketing and marketing materials shall be borne and paid by the Developer.



2 7 JAN 2023

The Developer shall discuss the marketing strategy with the Owner and consider its views.

- 15.11 **Assignment:** The Developer hereby agrees and covenants with the Owner not to transfer and/or assign this Agreement or any rights or benefits hereunder,
- 15.12 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Powers of Attorney granted pursuant hereto.

# 16. Principal Obligations of Owner

- 16.1 **Title:** The Owner shall ensure that its title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions.
- 16.2 Co-operation with Developer: The Owner shall fully co-operate with the Developer for obtaining all Approvals required for development of the said Property.
- 16.3 Documentation and Information: The Owner shall provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 16.4 No Dealing with the said Property: The Owner hereby covenants not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- 16.5 Adherence by Owner: The Owner has assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

T LAND BE TO

K W

# 17. Indemnity

17.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by the Owner relating to the development and/or to the construction of the New Building and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, (including compliance as per RERA Act)



Sonon in

regulations or bye-laws relating to development and construction and/or arising out of any accident or negligence during development and construction.

17.2 **By Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all losses, damages and/or liabilities (whether criminal or civil) suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owner and/or arising from any defect in title of the Said Property and/or arising from any of the Representations of the Owner being incorrect.

#### 18. Miscellaneous

### DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD.

18.1 Notwithstanding anything contained in this Agreement, in case of any defect other than Structural Defect in the Building or part thereof constructed on the Schedule Property whether detected while the work is in progress or within one (01) year or within five (05) years in case of Structural Defects after the handing over of the Unsold Owner Allocation, the Developer shall, upon notice from the Owner or the Purchaser of any Units within the Unsold Owner Allocation, take immediate steps to rectify the defects to the satisfaction of the Owner, either on its own or upon receipt of any notice from the Owner to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by the Developer. Upon rectification, the Developer shall furnish a certificate of the Architect confirming removal of defect.

18.2 **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between

the Parties, written, oral or implied.

18.3 **Validity**: The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.



Something of the control of the cont

- 18.4 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall also be registered as a duplicate at the costs and expenses of the Owner and the Owner shall be entitled to the custody thereof.
- 18.5 **Essence of the Contract:** The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.6 **No Partnership:** The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 18.7 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or nonfulfillment on a future occasion.
- 18.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.9 Name of New Building: The name of the New Building shall be decided by the parties mutually.
- 18.10 No Transfer at present: Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

#### 19. Defaults/Termination:

- 19.1Prior to grant of all Approvals required for commencement of construction including sanction of Building Plan, this Agreement may be cancelled in the following circumstances:
  - a) In the event of the building plan being not sanctioned and all Approvals required for commencement of construction being not received within the time mentioned above for any reason whatsoever, the Owner shall be entitled to cancel this Agreement



2 7 JAN 2023

by giving notice to the Developer.

b) In the event the Developer is unable to complete the proposed Building within a period of 18 (Eighteen) months after the expiry of 42 (Thirty Six) months with a grace period of 6 (Six) months, from the date of start of construction, then owners at its sole discretion shall be entitled to rescind this Agreement. Upon such rescission, owner shall have the right to enter into the Land and regain possession of the Land entirely under its control. Upon rescission of this Agreement, owner shall be entitled to get the unfinished work completed by any other developer and owner shall also have the absolute right to Transfer/dispose off the Developer's Allocation of the constructed area and to adjust/appropriate all amounts required for the completion of the Building and all their other claims including penalty amounts etc. with the sale proceeds of the Developer's Allocation and the Developer shall have no right whatsoever to interfere with the activities of owner in this regard and it is further clarified that all authorities/powers conferred by owner in favour of the Developer shall automatically stand cancelled and revoked.

19.2 Save as mentioned in Clause 20.1, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance. However, if there is any delay in implementing the Project except due to force majeure (explained in Clause 21 below), the same shall be justified by the Developer to the Owner to its satisfaction or otherwise a penalty

shall be imposed, which shall be decided by arbitration.

#### 20. Force Majeure

20.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage



of construction material, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

- 20.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15 days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.
  - 21. Supplementary Agreement: The Parties hereby explicitly declare and agree that the Supplementary Agreement shall be executed by and between the parties hereto regarding allocation of the newly constructed Building/s after final municipal plan sanction and there shall be other Supplementary Agreements by and between the parties, if any, for alteration and/or modification of any of the terms and conditions contained in this Agreement.
  - **22.** Amendment/Modification: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.
  - 23. Notice: Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

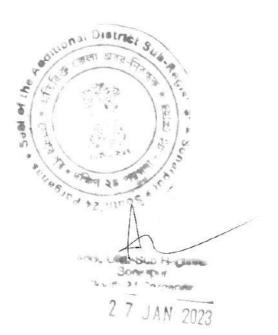


2 7 JAN 2023

- Any dispute or difference between the parties 24. Arbitration: hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the sole arbitrator as would be appointed by the Chief Justice of Calcutta High Court in accordance with section 11 of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrator shall be final and the parties agree to be bound by the same.
- **25. Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Calcutta only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

26. Rules of Interpretation:

- Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, reenacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 26.3 Gender: In this Agreement, words denoting any gender including all other genders.



- 26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 26.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 26.7 Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- Miscellaneous: If any unnatural incidents is to be happened during the period of construction and completion of the building, then their legal heirs will be bound to execute a fresh registered development agreement and development power of attorney by both the parties with the same terms and conditions and also amendments and/or any documents is to be required for any purposes and/or owner's allocation, the said documents would be executed for notarised only as seem fit by the developer for completion of the building project.

#### 27. Schedules:

#### First Schedule

#### ("Said Property")

ALL THAT piece and parcel of Bastu Land measuring 60.5

Decimal equivalent to 36 Cottahs 9 Chattaks be the same a little more less, with 200square feet Tiles shed structure standing thereon, lying and situated in Mouza – GHASIARA, J.L. No. 23, the land given hereunder below in respect of R.S. Dag No. - 424, corresponding to L.R. Dag No. 433 land measuring 33 Cottahs 13 Chattaks and R.S. Dag No. - 423, corresponding to L.R. Dag No. 432 land measuring 2 Cottahs 12 Chattaks under R.S Khatian No. 352 & 192, L.R. Khatian No. 651 and 655, within the limits of Rajpur –Sonarpur Municipality, Ward No. 11, HOLDING NO. -



122 & 120, Additional District Sub Registrar - Sonarpur, Naranpur Road, Police Station - Sonarpur, West Bengal - 700 150, District - South 24 Parganas, West Bengal.

On the North: Other Plots

On the South: Naranpur Road

On the East: Part of R.S.Dag no. 424

On the West: Part of R.S.Dag no. 423

#### Second Schedule (Common Areas)

Land comprised in the said Premises.

Top Roof of the Building.

Lobbies and staircases

Lift and lift machinery, Lift pits, chute and machine room ofthe lift

Common staff toilet

Common drains, sewers and pipes

Common water reservoir/water tank, water pipes (save those inside any Flat)

Wires and accessories for lighting of Common Areas

Pump and motor

Fire fighting equipment in the Premises

Septic Tank

Cabling for Cable TV

Generator for stand-by power

CCTV Surveillance for the common area

Intercom

Landscaped Garden

p) Security Room



2 7 JAN 2023

- q) AC Community Hall
- r) Indoor Games Room
- s) AC Gymnasium
- t) Toddlers Pool / Swimming Pool
- u) Water Filtration Plant
- v) Sewarage Treatment Plant
- w) Common paths passages and driveways.

#### Third Schedule

# (Specifications of construction of the Said Unit and Installations)

#### FOUNDATION

 Earthquake Resistant RCC-framed structure with anti-termite treatment

#### WALL FINISH

- , Interior Autoclaved Aerated Concrete block with Putty
- Exterior High quality weatherproof cement/textured paint

#### KITCHEN

Flooring-Vitrified tiles

- Granite counter
- Stainless steel sink
- Dado of ceramic tiles up to 2 ft above the counter
- Electrical points for refrigerator, water filter, exhaust fan & microwave oven
- Provision for exhaust

#### FLOORING

- Bedrooms Vitrified tiles
- living / Dining Vitrified tiles

#### TOILET

- CP fittings of ESS ESS / ESSCO / Jaquar or equivalent make Flooring Ceramic tiles
- Toilet Walls Ceramic tiles on the walls upto door height
- Electrical point for geyser



 Plumbing provision for hot / cold water line sanitary ware of Parryware / Hindware or equivalent make Provision of exhaust

#### DOORS & WINDOWS

- Door Frame Painted wooden door frame
- Main Door Both side laminated flush door
- Main Door Fittings Godrej night-latch with eyeplece & handle Internal Bedroom Doors
- Flush door enamel painted with lock
- Toilet Doors Laminated inside & enamel painted outside
- Windows Fully glazed aluminum window

#### **ELECTRICALS**

- Modular switches of Legrand or equivalent make
- AC points in all bedrooms
- Necessary electric points / switch boards in all bedrooms, living / dining, kitchen ñ toilets

#### 24X7 SECURITY & FILE PREVENTION

- Surveillance facility with CCTV in ground floor lobby
- Modern fire fighting system
- TV point and telephone line in living/dining ñ master bedroom
- Door bell point at the main entrance door

#### **COMMON LIGHTING**

Necessary illumination in all lobbies, staircases and common areas

#### LIFTS, STAIRS & LOBBIES

Lifts of Reputed Make

Stairs - Mosaic / Kota stone / Tiles

Floor Lobbies — Full body / Double charge Tiles

Entrance - Ground floor lobby of each block - combination of marble, granite & tiles

Generator Back up

#### mandatory at extra cost

#### 28. Execution and Delivery



Addi. Diet.-Sub Hegister Senseur Boith 24 Pargener

**In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

1) Solois mass	- July
2) Pratir Ganger	My ALLIED PROPERTIES  No Allied Properties  Remar Thomas  Partner
3) Bula challesj	
4) JOHY Baruffias John Ganfuly	ALLIED PROPERTIES Achintya Narayan Chowotury  Anchowoliving
Owner	Developer

#### Witnesses:

Signature Gowlaw Dey

Name GOVTAM DEX

Name SAUMICK BASU

Father's Name

Let. Hemanta Kr. Dey

Address

Sonar pur. Naleta

Pally: Kal. 150

Signature Saumick Mann

Signature Saumick Mann

Father's Name

Rabir Basu

Sonar Bur. Sonarpur

2488 South, Kol- 700150

TO THE STATE OF TH

And, Dise, Suo Hamilton

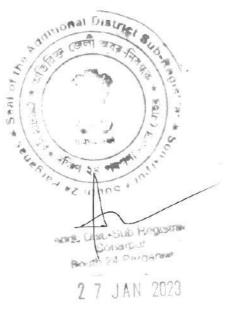
#### MEMO OF CONSIDERATION

Received a sum of Rs. 1,00,000/- ( Rupees One Lakh only ) from the within named Developer Allied Properties herein in part of the full consideration on this the 27th day of January, Two Thousand and Twenty Three (2023) in the following manner: -

DATE	NO. / CASH	BANK & BRANCH	NAME OF THE OWNER	AMOUNT
27.01.2023	922149	STATE BANK OF INDIA, GARIA BRANCH	Subir Kumar Ganguly	Rs. 25,000/-
16.01.2023	CASH	STATE BANK OF INDIA, GARIA BRANCH	Prabir Ganguly	Rs. 25,000/-
27.01.2023	CASH	STATE BANK OF INDIA, GARIA BRANCH	Bula Chatterjee	Rs. 25,000/-
27.01.2023	CASH	STATE BANK OF INDIA, GARIA BRANCH	Jolly Basu	Rs. 25,000/-
	2010 THE R. P. LEWIS CO., LANSING		TOTAL	Rs. 1,00,000/-

Solder was Goguly

Pratis Gangely
Bula chatterjee
Tolly Baru Alias Jolly Ganguly





	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand				4. 32. 4. 32. 1. 3	
Right Hand					

NAME SUBIR KUMAR GANGULY SIGNATURE Sulpin Remark County

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left <sup>å</sup> Hand					
Right Hand					

NAME - PRABIR GANGULY-

SIGNATURE Rolls Gargely



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					40
Right Hand					

NAME - BULA CHATTERJEE

SIGNATURE Bula challesjel



6	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand	16				

NAME JOLLY BASE SIGNATURE JOLLY BOUND ALIAS JULLY Ganguly



PI	ЮТО	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
/	Left Hand					
	Right hand					

PHOTO	РНОТО		1 st Finger	Middle Finger	Ring Finger	Small Finger
0	Left Hand					
Ž	Right hand					

Name- Produce Kumer Thamen Signature Produce Kumer Thamen

РНОТО	РНОТО		1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					, nan
MA.	Right hand					

Name ACHINTYA NARAYAN CHOWDHURY SIgnature Achintya Navoyayan Chowdlury

РНОТО		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right hand					

Name	ature
------	-------





#### Government of West Bengal

# Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SONARPUR, District Name: South 24-Parganas Signature / LTI Sheet of Query No/Year 16082000207116/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
1	Mr Subir Kumar Ganguly Sonajhil, City:- Not Specified, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150	Land Lord		264	Slois was Congul
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Prabir Ganguly Sonajhil, City:- Not Specified, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150	Land Lord		265	Pakrangangan 27/11/2023
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mrs Bula Chatterjee Garia Station Road Balia More, City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord		246	Paule chatter

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Jolly Basu Alias Jolly Ganguly Sonajhil, City:- Not Specified, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150	Land Lord		267	Jolly Bans Jolly Gangul
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	Mr Pradeep Kumar Jhawar 783 Anandapur Road, City:- Not Specified, P.O:- Kasba, P.S:-Kasba, District:- South 24-Parganas, West Bengal, India, PIN:- 700107	Represent ative of Developer [ALLIED PROPER TIES]		268	Product Kim
SI No.	Name of the Executant	Category		Finger Print	Signature with date
6	Mr Achintya Narayan Chowdhury 201 Kanungo Park, City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:- 700084	Represent ative of Developer [ALLIED PROPER TIES]		269	Aclin Than Natayen Chows Twong

NO.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Aloke Ghosh Son of Late Panchu Ghosh Kalikapur, City:-, P.O:- Kalikapur, P.S:- Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 743330	Mr Subir Kumar Ganguly, Mr Prabir Ganguly, Mrs Bula Chatterjee, Jolly Basu, Mr Pradeep Kumar Jhawar, Mr Achintya Narayan Chowdhury	2		Alohe Swly

(Arindam Chakraborty)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SONARPUR
South 24-Parganas, West
Bengal



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





		A 4000
#80 F 0. G02	Deta	
CY SON		пε

GRN: GRN Date:

GRN Date: 3 BRN: 0

Payment Status:

**GRIPS Payment ID:** 

192022230271665931 30/01/2023 11:58:43

CKW0324971

300120232027166592

Successful

Payment Mode:

Bank/Gateway: BRN Date:

Payment Init. Date:

Payment Ref. No:

Online Payment

State Bank of India

30/01/2023 12:00:07

30/01/2023 11:58:43

2000207116/8/2023

[Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:

ACHINTA CHOWDHURY

Address:

GARIA

Mobile:

9051070432 9674872250

Contact No:
Depositor Status:

Seller/Executants

Query No:

2000207116

Applicant's Name:

Mr S R CHOWDHURY A.D.S.R. SONARPUR

Address:

A.D.S.R. SONARPUR

Office Name: Identification No:

2000207116/8/2023

Remarks:

Sale, Development Agreement or Construction agreement Payment No 8

Period From (dd/mm/yyyy):

30/01/2023

Period To (dd/mm/yyyy):

30/01/2023

#### Payment Details

Sl. No.	Payment Ref No	Head of A/C	Head of A/C	Amount (₹)
		Description	400 Maria 1990	S. Cata
1	2000207116/8/2023	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	2000207116/8/2023	Property Registration-Registration Fees	0030-03-104-001-16	1021
			Total	71042

IN WORDS: SEVENTY ONE THOUSAND FORTY TWO ONLY.

#### Major Information of the Deed

d No:	I-1608-00492/2023	Date of Registration 30/01/2023			
Jery No / Year	1608-2000207116/2023	Office where deed is registered			
Query Date	26/01/2023 2:45:55 PM	A.D.S.R. SONARPUR, District. South 24- Parganas			
Applicant Name, Address 3. Other Details  S R CHOWDHURY HASANPUR, Thana: Sonarpur 743330, Mobile No.: 9674872		ur, District : South 24-Parganas, WEST BENGAL, PIN - 2250, Status :Deed Writer			
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Requipt [Rs : 1,00,000/-]			
Set Forth value		Market Value			
Rs. 5/-		Rs. 4,77,54,270/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,021/- (Article:48(g))		Rs. 1,021/- (Article:E, E, B)			
		) from the applicant for issuing the assement slip.(Urban			

#### Land Details:

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Naranpur Road, Mouza: Ghasiyara-(023), Jl No: 23, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-433 (RS :-)	LR-651	Bastu	Bastu	30 Katha 2 Chatak	1/-	3,90,09,470/-	Width of Approach Road: 50 Ft.,
L2	LR-433 (RS :-)	LR-655	Bastu	Bastu	3 Katha 11 Chatak	1/-	47,75,018/-	Width of Approach Road: 50 Ft.,
L3	LR-432 (RS :-)	LR-651	Bastu	Bastu	1 Katha 6 Chatak			Width of Approach Road: 50 Ft.,
L4	LR-432 (RS :-)	LR-655	Bastu	Bastu	1 Katha 6 Chatak	1070		Width of Approach Road: 50 Ft.,
		TOTAL	:		60.3281Dec	4 /-	477,01,620 /-	
	Grand	Total:			60.3281Dec	4 /-	477,01,620 /-	•

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other I	etails
S1	On Land L1, L2, L3, L4	200 Sq Ft.	1/-	52,650/-	Structure Type: Stru	ucture
				mented Floor, A	ge of Structure: 10 Ye	ears, Roof Type:
	Gr. Floor, Area of fl Tiles Shed, Extent			mented Floor, A	ge of Structure: 10 Yo	ears, Roof Type:

#### and Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Subir Kumar Ganguly Son of Late Badal Ganguly Sonajhil, City:- Not Specified, P.O:- Sonarpur, P.S:-Sonarpur, District:-South24- Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx3A, Aadhaar No: 58xxxxxxxx1440, Status: Individual, Executed by: Self, Date of Execution: 27/01/2023  , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 27/01/2023  , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence
2	Mr Prabir Ganguly Son of Late Badal Ganguly Sonajhil, City:- Not Specified, P.O:- Sonarpur, P.S:-Sonarpur, District:-South24- Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5D, Aadhaar No: 57xxxxxxxx7459, Status: Individual, Executed by: Self, Date of Execution: 27/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 27/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence
3	Mrs Bula Chatterjee Wife of Swadhin Chatterjee Garia Station Road Balia More, City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACxxxxxx0M, Aadhaar No: 87xxxxxxxx8907, Status:Individual, Executed by: Self, Date of Execution: 27/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 27/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence
4	Jolly Basu, (Alias: Jolly Ganguly) (Presentant) Wife of Prabir Basu Sonajhil, City:- Not Specified, P.O:- Sonarpur, P.S:-Sonarpur, District:-South24-Parganas, West Bengal, India, PIN:- 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AWxxxxxx5F, Aadhaar No: 35xxxxxxxxx6478, Status:Individual, Executed by: Self, Date of Execution: 27/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 27/01/2023 , Admitted by: Self, Date of Admission: 27/01/2023, Place: Pvt. Residence

#### Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	ALLIED PROPERTIES  201A Kanungo Park, City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, PAN No.:: abxxxxxx2c, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

#### entative Details:

#### Name, Address, Photo, Finger print and Signature

#### Mr Pradeep Kumar Jhawar

Son of Late Om Prakash Jhawar 783 Anandapur Road, City:- Not Specified, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxxx5J, Aadhaar No: 36xxxxxxxx6659 Status: Representative, Representative of: ALLIED PROPERTIES (as partners)

2 Mr Achintya Narayan Chowdhury

Son of Mr. Subrata Narayan Chowdhury 201 Kanungo Park, City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATxxxxxxx5C, Aadhaar No: 44xxxxxxxx4347 Status: Representative, Representative of: ALLIED PROPERTIES (as partners)

#### Identifier Details :

Name	Photo	Finger Print	Signature	2600000
Mr Aloke Ghosh Son of Late Panchu Ghosh Kalikapur, City:-, P.O:- Kalikapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 743330				

Identifier Of Mr Subir Kumar Ganguly, Mr Prabir Ganguly, Mrs Bula Chatterjee, Jolly Basu, Mr Pradeep Kumar Jhawar, Mr Achintya Narayan Chowdhury

	of property for L1		1
	From	To. with area (Name-Area)	
	Mr Subir Kumar Ganguly	ALLIED PROPERTIES-12.4266 Dec	
	Mr Prabir Ganguly	ALLIED PROPERTIES-12.4266 Dec	
1	Mrs Bula Chatterjee	ALLIED PROPERTIES-12.4266 Dec	
4	Jolly Basu	ALLIED PROPERTIES-12.4266 Dec	<u> </u>
Transf	fer of property for L2		Y its
		To. with area (Name-Area)	
1	Jolly Basu	ALLIED PROPERTIES-6.08437 Dec	
Trans	fer of property for L3		
-	From	To. with area (Name-Area)	
1	Mr Subir Kumar Ganguly	ALLIED PROPERTIES-0.567187 Dec	
2	Mr Prabir Ganguly	ALLIED PROPERTIES-0.567187 Dec	
3	Mrs Bula Chatterjee	ALLIED PROPERTIES-0.567187 Dec	
4	Jolly Basu	ALLIED PROPERTIES-0.567187 Dec	
Trans	fer of property for L4		
	From	To. with area (Name-Area)	
1	Jolly Basu	ALLIED PROPERTIES-2.26875 Dec	
Trans	fer of property for S1		
	From	To. with area (Name-Area)	A state of the contract of
1	Mr Subir Kumar Ganguly	ALLIED PROPERTIES-50.00000000 Sq Ft	
2	Mr Prabir Ganguly	ALLIED PROPERTIES-50.00000000 Sq Ft	
3	Mrs Bula Chatterjee	ALLIED PROPERTIES-50 00000000 Sq Ft	
4	Jolly Basu	ALLIED PROPERTIES-50.00000000 Sq Ft	

### Land Details as per Land Record

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Naranpur Road, Mouza: Ghasiyara-(023), Jl No: 23, Pin Code: 700150

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 433, LR Khatian No:- 651	Owner:গীতা গাঙ্গুলি, Gurdian:মুরাবী , Address:নিজ , Classification:বাস্ত, Area:0.61000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 433, LR Khatian No:- 655	Owner:জলী গাঙ্গুলী, Gurdian:মুরারী , Address:নিজ , Classification:বাস্ত, Area:0.06000000 Acre,	Jolly Basu
L3	LR Plot No:- 432, LR Khatian No:- 651		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 432, LR Khatian No:- 655	Owner:জলী গাঙ্গুলী, Gurdian:মুরারী , Address:নিজ , Classification:শালি, Area:0.16000000 Acre,	Jolly Basu

#### Endorsement For Deed Number : I - 160800492 / 2023

-01-2023

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

esented for registration at 17:30 hrs on 27-01-2023, at the Private residence by Jolly Basu Alias Jolly Ganguly, one if 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 as essed at Rs 4.77.54.270/-

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

Execution is admitted on 27/01/2023 by 1. Mr Subir Kumar Ganguly, Son of Late Badal Ganguly, Sonajhil, P.O.: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 2. Mr Prabir Ganguly, Son of Late Badal Ganguly, Sonajhil, P.O.: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 3. Mrs Bula Chatterjee, Wife of Swadhin Chatterjee, Garia Station Road Balia More, P.O.: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 4. Jolly Basu, Alias Jolly Ganguly, Wife of Prabir Basu, Sonajhil, P.O.: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife

Indetified by Mr Aloke Ghosh, , , Son of Late Panchu Ghosh, Kalikapur, P.O: Kalikapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 743330, by caste Hindu, by profession Business

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

Execution is admitted on 27-01-2023 by Mr Pradeep Kumar Jhawar, partners, ALLIED PROPERTIES, 201A Kanungo Park, City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Aloke Ghosh, , , Son of Late Panchu Ghosh, Kalikapur, P.O: Kalikapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 743330, by caste Hindu, by profession Business

Execution is admitted on 27-01-2023 by Mr Achintya Narayan Chowdhury, partners, ALLIED PROPERTIES, 201A Kanungo Park, City:- Not Specified, P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:-700084

Indetified by Mr Aloke Ghosh, , , Son of Late Panchu Ghosh, Kalikapur, P.O: Kalikapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 743330, by caste Hindu, by profession Business

AZ

Arindam Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR

South 24-Parganas, West Bengal

On 30-01-2023

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

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

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021.00/- (B = Rs 1,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2023 12:00PM with Govt. Ref. No: 192022230271665931 on 30-01-2023, Amount Rs: 1,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW0324971 on 30-01-2023, Head of Account 0030-03-104-001-16

#### of Stamp Duty

that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 00/-, by online = Rs 70,021/-

cription of Stamp Stamp: Type: Impressed, Serial no 6278, Amount: Rs.5,000.00/-, Date of Purchase: 24/01/2023, Vendor name:

ranab Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/01/2023 12:00PM with Govt. Ref. No: 192022230271665931 on 30-01-2023, Amount Rs: 70,021/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKW0324971 on 30-01-2023, Head of Account 0030-02-103-003-02

AZ

Arindam Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1608-2023, Page from 13952 to 13995
being No 160800492 for the year 2023.



AZ

Digitally signed by ARINDAM CHAKRABORTY Date: 2023.02.01 15:41:51 +05:30 Reason: Digital Signing of Deed.

(Arindam Chakraborty) 2023/02/01 03:41:51 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SONARPUR West Bengal.

(This document is digitally signed.)

## Dated this 2-7 th day of JANDARY 2023

Subir Kumar Ganguly

**Prabir Ganguly** 

Bula Chatterjee

Jolly Basu

Between

ALLIED PROPERTIES

Drafted by meProbin Kirmen Roy

Advocate. W.B. 828/81

Ali pora criminal court.

1601-27.

