

7133/2021

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6898/2021

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

अभिबन्धन पश्चिम बंगाल WEST BENGAL



57AB 426289

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement also attached to this document are the part of this document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

9 AUG 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 7th day of August, Two Thousand Twenty One (2021) Anno Domini BY AND BETWEEN

पश्चिम बंगाल
अभिबन्धन पश्चिम बंगाल

9 AUG 2021

14439

27 JUL 2021

DATE.....
SOLD TO.....
ADDRESS.....
RS.....

AMIT CHAUDHURY
Advocate
High Court, Calcutta

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 009

27 JUL 2021



in duplicate of original and after delivery
not to be used for any other purpose
without the permission of the Registrar

1305 20A P



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

29 AUG 2021

Identified by
Animesh Mondal
553A, Rabindra Sarani
S/o. Late Dhananjay Mondal
P.O. Brahmbazar
P.S. Shyambpur
Kolkata-700023
Service

(1) **SMT. LEKHA GHOSH (PAN: DFCPG9910R) (AADHAAR No. 8961 9850 8559)** (Mobile No. 9830479591), wife of Late Renu Pada Ghosh, by faith - Hindu, by occupation - House wife, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata - 700003, (2) **SMT. RATNA ROY (PAN: AKDPR8777L) (AADHAAR No. 7278 7181 2174)** (Mobile No. 9830479591), wife of Sri Subhas Chandra Roy and daughter of Late Renu Pada Ghosh and wife of, by faith - Hindu, by occupation - House wife, residing at 7, Monilal Chatterjee Lane, Police Station-Shibpur, Howrah-711103, (3) **SRI SOMENATH GHOSH (PAN: APPPG9221D) (AADHAAR No. 3574 6923 1221)** (Mobile No. 9432117616), son of Late Biswanath Ghosh, by faith - Hindu, by occupation - Service, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata - 700003, (4) **SMT. MINAKSHI MITRA (PAN: EAIPM3933A) (AADHAAR No. 2996 5752 7860)** (Mobile No. 9051852820), daughter of Late Biswanath Ghosh, by faith - Hindu, by occupation - House wife, residing at 20/1/2, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata - 700003, (5) **SRI RABINDRA NATH GHOSH (PAN: ADXPG1627K) (AADHAAR No. 3376 3452 0627)** (Mobile No. 9830365256), son of Late Sailendra Nath Ghosh, by faith - Hindu, by occupation - Retired person, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata - 700003 AND (6) **SRI KALIPADA GHOSH (PAN: AJBPG5574F) (AADHAAR No. 6253 3302 3889)** (Mobile No. 9836663730), son of Late Sailendra Nath Ghosh, by faith - Hindu, by occupation - Service, residing at 21B, Nivedita Lane, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata - 700003, hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors administrator, representatives and assigns) of the **FIRST PART**.

AND

M/S. BASHUNDHARA CONSTRUCTION & DEVELOPER (PAN: EBZPK5105G), a proprietorship concern represented by its sole proprietor **SRI SAGAR KHAN (PAN: EBZPK5105G) (AADHAAR No. 4567 1155 1254)** (Mobile No. 7980695770), son of Sri Alok Kumar Khan, by faith-Hindu, by nationality-Indian, by occupation-Business, having its office at 76, Ramkanta Bose Street, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata-700003 and residing at 557, Rabindra Sarani, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata-700003, hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, successor-in-office and assigns) of the **SECOND PART**.

WHEREAS Nirmala Ghosh, since deceased was absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT two storied brick built dwelling house together with land underneath measuring about of 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less being premises No. 21B, Nivedita Lane, Police Station - Shyampukur, Kolkata-700003.

AND WHEREAS on 25.09.1979 the said Nirmala Ghosh died intestate and her husband, Sailendra Nath Ghosh, predeceased her who died intestate on 17.07.1976 leaving behind their four sons namely Renu Pada Ghosh, Biswanath Ghosh, Rabindera Nath Gosh and Kali Pada Ghosh as their legal heirs and successors who inherited the said property jointly in equal share according to Hindu Succession Act.

AND WHEREAS on 02.02.2002 the said Renu Pada Ghosh died intestate leaving behind his wife Lekha Ghosh and one daughter Smt. Ratna Roy as his legal heirs

and successors who jointly inherited the undivided share in said property equally according to Hindu Succession Act.

AND WHEREAS on 30.12.2020 the said Biswanath Ghosh died intestate and his wife Radha Ghosh predeceased him who died intestate on 31.01.2014 leaving behind their one son Sri Somenath Ghosh and one daughter Minakshi Mitra as their legal heirs and successors who jointly inherited the undivided share in said property equally according to Hindu Succession Act.

AND WHEREAS thus in the manner aforesaid Lekha Ghosh, Smt. Ratna Roy, Sri Somenath Ghosh, Smt. Minakshi Mitra, Sri Rabindra Nath Ghosh and Sri Kalipada Ghosh have become joint owners of the said property being premises being No. 21B, Nivedita Lane, P.S.-Shyampukur, Kolkata-700003, morefully particularly described in the First Schedule written hereunder and all the aforesaid owners got their names mutated in the assessment record of the Kolkata Municipal Corporation as joint owners being Assessee No. 110072700090.

AND WHEREAS the Owners hereto are absolutely seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of land measuring an area of 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less together with a two storied dilapidated brick built dwelling house lying thereon being premises No. 21B, Nivedita Lane, P.S.- Shyampukur, Kolkata - 700003, under Ward No. 7 of Kolkata Municipal Corporation hereinafter referred to as the "**said premises**" morefully and particularly mentioned in the **First Schedule** hereunder written.

AND WHEREAS the Owners are now desirous of developing the said premises by constructing thereupon a multi storied residential building on demolition of the existing dilapidated building in accordance with the sanctioned building plan to be approved by the Kolkata Municipal Corporation but due to financial stringency and/or paucity of time the owners are unable to start the construction of the said building as yet.

AND WHEREAS having come to know the intention of the Owners herein, the Developer, Sri Sagar Khan, Proprietor of **M/S. BASHUNDHARA CONSTRUCTION & DEVELOPER** contacted with the Owners and requested the Owners to allow it to develop the said premises as desired by the owners, by constructing thereupon the proposed multi-storied building in accordance with the sanctioned Plan at its own risk, arrangement and expenses.

AND WHEREAS the Owners thus having been approached by the Developer, have agreed to allow the Developer to develop the said premises being No. 21B, Nivedita Lane, P.S.-Shyampukur, Kolkata - 700003 on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that and it is hereby agreed upon by and between the parties hereto the following terms and conditions :

1. That that Developer shall construct/reconstruct G + IV storied building at the said premises being premises No. 21B, Nivedita Lane, P.S.-Shyampukur, Kolkata - 700003 consisting of piece an parcel of land and building consisting an area about 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less morefully and particularly mentioned in the First Schedule hereunder written strictly according to the plan to be sanctioned by the

Kolkata Municipal Corporation after demolishing the existing building or reconstructing the same with his own funds and the Owners shall not contribute anything either monetary and/or otherwise for any sort of constructional and/or other allied works.

2. In this Development Agreement the following words are used in the following senses unless contrary intent appears from the context:-

OWNERS: shall mean the said (1) **SMT. LEKHA GHOSH**, (2) **SMT. RATNA ROY**, (3) **SRI SOMENATH GHOSH**, (4) **SMT. MINAKSHI MITRA**, (5) **SRI RABINDRA NATH GHOSH AND** (6) **SRI KALIPADA GHOSH** and their respective assigns, heirs, executors, administrators and legal representatives.

- (ii) **DEVELOPER:** Shall mean **M/S. BASHUNDHARA CONSTRUCTION & DEVELOPER**, a proprietorship concern having its office at 76, Ramkanto Bose Street, P.S.-Shyampukur, Kolkata - 700003, represented by its proprietor Sri Sagar Khan, son of Sri Alok Kumar Khan, residing 557, Rabindra Sarani, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata-700003 and in case of his death during the pendency of the instant agreement his heirs, executors, legal representatives, assigns, successors and/or successors-in-office.
- (iii) **THE SAID PREMISES:** Shall mean the said premises being premises no. 21B, Nivedita Lane, P.S.-Shyampukur, Kolkata - 700003 consisting of piece an parcel of land and building consisting an area about 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less morefully described in the First Schedule hereunder written.
- (iv) **BUILDING:** Shall mean the building or buildings to be constructed in or at the said premises as per the plan to be sanctioned by the Kolkata Municipal Corporation.
- (v) **ARCHITECT:** Shall mean person or persons who may be appointed by the Developer for designing and planning of the building as per the Kolkata Municipal Corporation Acts and Rules as well as various acts and rules of other statutory and/or local bodies.
- (vi) **BUILDING PLAN:** Shall mean such plan prepared by the Developer and/or his Architect and/or his LBS for the construction of the building which will be sanctioned by the Kolkata Municipal Corporation and/or other competent authority, Government Body and/or bodies as the case may be.
- (vii) **UNIT AND APARTMENT:** Shall mean flat and/or other space or spaces intended to be built by the Developer.
- (viii) **COMMON PARTS:** Shall include corridors, passage, ways, staircase, roof common lavatories, pumps room, overhead and underground water tank, water pump, motor and lift.
- (ix) **THE OWNERS' ALLOCATION:** Shall mean 50% (fifty percent) of the total Constructed area which cover entire Second Floor and Third Floor and 50% of the Ground Floor of the said proposed G +IV storied building together with proportionate share in the land and common parts area and facilities in



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

GRN Details

GRN: 192021220043041558 Payment Mode: Online Payment (SBI Epay)
GRN Date: 03/08/2021 11:42:46 Bank/Gateway: SBICPay Payment Gateway
BRN : 6128716535130 BRN Date: 03/08/2021 11:08:02
Gateway Ref ID: 202121535651051 Method: State Bank of India New PG DC
Payment Status: Successful Payment Ref. No: 2001278364/5/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: BASHUNDHARA CONSTRUCTION AND DEVELOPER
Address: 557 rabindta sarani
Mobile: 7980695770
Depositor Status: Others
Query No: 2001278364
Applicant's Name: Shri Animesh Mondal
Identification No: 2001278364/5/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

L. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001278364/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	10011
2	2001278364/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	4021
			Total	14032

IN WORDS: FOURTEEN THOUSAND THIRTY TWO ONLY.

the proposed multistoried building together with a sum of Rs. 20,00,000/- as non-refundable security deposit to be paid in two installments of which Rs. 4,00,000/- at the time of execution of this agreement and Rs. 16,00,000/- at the time of shifting the owners to the alternative accommodation and including entire liability of the tenant/s, from their allocation for rehabilitation in the newly proposed building and the liability of the existing tenant/s is for rehabilitation or otherwise from the allocation of the Owners. Apart from this if any additional floor is permitted to be constructed on the G+IV storied building, the Owner's allocation would be 50% of the said additional floor.

- (x) **THE DEVELOPER'S ALLOCATION:** Shall mean the entire remaining 50% (fifty percent) of the total Constructed area which cover entire First Floor and Top Floor and 50% of Ground Floor of the proposed G + IV stored building together with proportionate share in the land and common parts area and facilities in or at the said property excepting the Owner's Allocation in the newly proposed building. Apart from this if any additional floor is permitted to be constructed on the G+VI storied building, the Developer's allocation would be 50% of the said additional floor.
- (xi) **ADVOCATE:** Shall mean Mr. Amit Chaudhury, Advocate, High Court, Calcutta having office at 608, Rabindra Sarani, Kolkata - 700003.
3. The Owners are agreed to provide rehabilitation the said tenant/s, from their respective allocation in the newly constructed building to be built in the said premises No. 21B, Nivedita Lane, P.S.-Shyampukur, Kolkata - 700003.
 4. That before taking up constructional works the party of the Second Part shall obtain necessary sanction from the Kolkata Municipal Corporation and/or other statutory and/or local body or bodies with regard to each and every aspect of the constructional works. Be it specially noted here that the party of the First Part shall not in any manner whatsoever be liable and/or responsible for any deviation and/or non-compliance of any statutory rules and regulation made by the party of the Second Part.
 5. That the party of the Second Part shall complete the entire constructional works within 24 (twenty four) months from the date of obtaining the sanction plan from Kolkata Municipal Corporation or vacant possession whichever is later. The party of the Second Part shall be liable to pay damages @ Rs. 5000/- (Rupees Five Thousand) only per month to the party of the First Part in case of willful delay on his part but shall not be responsible to pay any damages for delay due to some unforeseen circumstances or act of God or situation beyond control.
 6. Immediately after obtaining sanctioned plan the Developer shall provide 4 Nos. alternative accommodations to the Owners within the locality at the cost of Developer and offer them for shifting the said alternative accommodation and also request them to vacate the said premises entirely. If the Owners fail to vacate the said property in spite of said offer and thereby causing delay, that period of such delay shall be excluded from the period of construction.

7. That the Developer shall pay a sum of Rs. 20,00,000/- to the Owners as non-refundable security deposit which will be paid in two installments. A sum of Rs. 4,00,000/- will be paid at the time of execution of this agreement and balance of Rs. 16,00,000/- will be paid by the Developer at the time of shifting the Owners to the alternative accommodation before starting construction in the said premises.
8. That the party of the Second Part i.e. Developer will be at liberty to enter into any agreement for sale and/or transfer of the flat/s in respect of the Developer's allocation without obtaining any sort of approval and/or consent from the party hereto of the First Party on such terms, conditions, covenants and stipulations including acceptance of consideration that may be agreed upon by the party of the Second Part and the intending Purchaser or Purchasers without jeopardizing the right, title, interest and possession of the owner's allocation in any manner whatsoever. Be it specifically noted here that after completion of the Flats and/or the proposed building the party of the First part on request of party of the Second Part shall sign and execute necessary deeds of transfer in favour of the intending purchasers and the consideration money thereof shall be received by the Second Party. Before execution of any Deed of Conveyance possession of the intending purchaser of Developer's allocation the owner's share will have to be allocated to the First Party by the Second Party herein.
9. That the party of the First Part shall not be liable and/or responsible in any manner whatsoever in case the party of the second part fails to comply with any statutory Rules and Regulations in respect of constructions of the building as a whole. In this regard, the party of the Second Part undertakes to abide by all the statutory rules and regulations laid down by various authorities for construction of a building.
10. That the party of the Second Part shall receive all amounts viz. booking money, Earnest Money, Sale Proceeds from the intending Purchasers for booking and/or allotment of the flats falling within the purview of the Developer's allocation and shall execute valid receipts for the same without making the parties of the First part liable and/or responsible for the same in any manner whatsoever.
11. That the parties of the First part shall not be liable and/or responsible in any manner whatsoever with regard to any sort of dispute that may arise by and between the party of the Second part and the intending purchaser in respect of any manner relating to and concerning the flats and/or units falling within the purview of Developer's Allocation.
12. As stipulated above the party of the First Part shall be duty bound to execute appropriate deed of transfers in favour of the intending purchasers to be nominated by the party of the Second Part and all stamp duty, registration cost, Advocate's Fees and/or other allied and/ or incidental expenses shall be borne by the intending purchasers.
13. That the parties of the First Part shall execute a Registered Power of Attorney in favour of Sri Sagar Khan, Proprietor of M/S. Bashundhara Construction & Developer, a Proprietorship concern hereto of the second part after execution and registration of this Development Agreement and

thereby conferring upon the party of the Second Part all powers as may be required for undertaking to deal with the constructional work as well as the execution of the appropriate deed of transfer in favour of the intending purchasers. The cost and expenses of such Power of Attorney shall be borne entirely by the party of the Second Part.

14. On completion of the proposed new building along with the delivery of the possession of the Owner's allocation the party of the Second Part shall execute a letter of possession to the party of the First Part in respect of the portion falling within the purview of the Owner's allocation.
15. Notwithstanding anything contained above with regard to the time limits in respect of the constructional work to be completed within 24 (twenty four) clear months from the date of obtaining sanctioned plan or from the date of delivering vacant possession of the said property from the owners, whichever is later and the said period may be extended for a period of six months in case of any natural calamity and/or Act of God beyond the control of the Party of the Second Part.
16. The Second Party shall make earnest endeavor to get the plan sanctioned by the Kolkata Municipal Corporation as early as possible and the First Party shall co-operate in all respect in that regard.
17. God forbid if any accident takes place during the construction work, then and in that event the party of the First Part shall not be liable and/or responsible for the same in any manner whatsoever.
18. That the party of the Second part shall pay all Municipal Taxes and other obligations on and from the date of obtaining the vacant and peaceful possession of the said property in its entirety till the handover of physical possession of the said flats to the owners according to Owners' allocation in the new building.
19. That the party of the Second Part shall be liable for maintenance, safety and security of the Owner's allocation as well as the Developer's allocation till such time the same are allotted to the Owners and/or the intending purchaser/s as the case may be.
20. That the party of the First Part shall be exclusively entitled to the owner's allocation in respect of the said building with exclusive right to sell, transfer or otherwise deal with or dispose of the same to such price or prices as they may deem fit without any right, claim or demand whatsoever of the Party of the Second part or any person or persons claiming through or under them and the party of the Second part or any person or persons claiming through or under him shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the owner's allocation of the party of the First part and/or their nominee and/or nominees.
21. That the parties hereto have entered into this agreement purely for construction and nothing contained herein shall be deemed to be constructed as partnership between the parties in any manner whatsoever.

22. After execution of the instant Agreement the party of the Second Part shall from time to time keep the party of the First part constantly inform regarding the progress of the constructional work.
23. There is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
24. All expenses for obtaining the sanctioned plan including expenses for construction by engaging Architect, Engineers, building surveyors, men, masons shall be borne by the party of the Second Part.
25. Both the Developer and the Owners herein shall enjoy their respective allocation /portions in the said building under their occupation forever with absolute right to alienate, transfer, sell, gift etc. and such rights of the parties in no way could be taken of or infringed by either of the parties under any circumstances.
26. The Owners shall not do any act, deed or thing wherein the Developer shall be prevented from construction and completion of the said building as per the approved plan.
27. The Owners shall not demolish any wall or other structure in their proposed allocation or any portion thereof or make any structural alteration therein without the previous consent of the Developer.
28. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall be responsible for any deviation and/or breach of the said laws and regulations.
29. The respective allottees or their transferees shall keep the interior walls, sewers, drains, pipes and other Fittings and Fixtures and appurtenances and floor and ceilings etc. in good and working condition and in particular so as not to cause any acts to other occupiers of the building and indemnify from and against the consequences of any breach.
30. That the Owners herein undertake not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said property and or any portion thereof at any time during the subsistence of this agreement.
31. The Owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy or may sell out its allocated space without any interference or disturbance on the part of the owners. Further the owners shall not claim any amount from the said sale proceeds and the same shall be appropriated by the Developer only.
32. That the Developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act of omission or commissions of the Developer, relating to the construction of the said building. The Developer shall also not interfere in any manner whatsoever to the sale proceeds of the owner's allocation sold by them.

33. The Owners and the Developer have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership between the parties.
34. All disputes and differences arising out of this agreement or in relation to the determination of any and/or liabilities of the parties hereto or the construction and interpretation of any of the terms and meaning thereof shall be referred to the appropriate court of law having jurisdiction in that behalf.
35. The details of materials to be used by the Developer in construction have been depicted in the Second Schedule hereunder written.
36. The transportation charges for shifting of movable properties of the Owners to the alternative accommodation, shall be paid by the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT 52 years old dilapidated two storied brick built dwelling house together with piece and parcel of land thereunto belonging and on part whereof the same is erected and built and containing by physical measurement 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less having covered area 2400 more or less (of which ground floor covered area 1200 ft and first floor covered area 1200 Sq. ft. lying and situated at Premises No. 21B, Nivedita Lane, Police Station – Shyampukur, Ward No. 7, under Kolkata Municipal Corporation Kolkata – 700003 being Assessee No. 110072700090 which is butted and bounded by :-

ON THE NORTH: By Premises No. 21A, Nivedita Lane;
ON THE EAST: By Nivedita Lane;
ON THE SOUTH: By Nivedita Lane;
ON THE WEST: By Premises No. 21C, Nivedita Lane;

THE SECOND SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

BUILDING: R.C.C. framed four storied Building

WALLS: Brick masonry 8 (eight) inches thick partition 5" and 3" thick with wire netting, cement plaster both sides, plaster of Paris and outside surfaces finishing with cement base paints

WINDOW: Aluminium open windows with integrated grills painted with synthetic enamel paint and 2mm glass

DOORS: Door should be provided with flush doors and standard sale/similar wooden frames only

FLOORING: Tiles Flooring

KITCHEN: Granite platforms, Porcelain sink and 3' height dedo in ceramic tiles above the platform

TOILET:

Bath room will be provided will commode or Indian type i.e. 6' height glaze tiled in all four walls, Bathroom floor will also be provided with anti-skid flooring and geyser point in master bathroom.

ELECTRICITY:

Bed Room — 1 light point, 5 Amp, 1 Fan point (Fully concealed wiring), two light points, one fan point and two plug points and one fan one points in living room, dining room if required and one A.C. point in master bedroom.

IN WITNESS WHEREOF the Parties hereto both hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of :

WITNESSES :

1. *Shrimati Montal*
553A, Rabindra Sarani
Kolkata - 700033
2. *Himanshu Behlur Gosewami*
64B Sashi Bhagan Dey St kol-12

Lekha Ghosh.

Ratna Roy.

Somenath Ghosh.

Minakshi Mitra

Rabindranath Ghosh
Kaibhavi Ghosh

Signature of the Owners

For Bashundhara Construction and Developer

Sym Km.
Proprietor

Signature of the Developer

Drafted & Prepared by :

Amit Chaudhury.

Amit Chaudhury

Advocate

High Court, Calcutta

Enrollment No. WB/1870/1995

RECEIVED from the within named Developer a sum of Rs. 4,00,000/- (Rupees Four Lakhs) only as non-refundable Security Deposit as per Memo below:

MEMO OF CONSIDERATION

Date	Bank and Branch	Cheque No.	Amount Rs. P.
21.07.2021	Bank of Baroda, Bagbazar, Kolkata	000051	50,000.00
28.07.2021	Bank of Baroda, Bagbazar, Kolkata.	000052	50,000.00
21.07.2021	Bank of Baroda, Bagbazar, Kolkata.	000053	1,00,000.00
21.07.2021	Bank of Baroda, Bagbazar, Kolkata	000054	1,00,000.00
21.07.2021	Bank of Baroda	000055	1,00,000.00
		Total	4,00,000.00

(Rupees Four Lakhs) only

WITNESSES:

1. *Aimesh Mondal*

2. *Himanshu Sekhar Goswami*

Lekha Ghosh

Ratna Roy.

Somenath Ghosh.

Minakshi Mitra

Rabindranath Ghosh

Kanipada Ghosh

Signature of the Owners

SPECIMEN FORM FOR TEN FINGERPRINTS



Lekha Ghosh.

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Ratna Roy.

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Somnath Singh.

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS



Minakshi Mitra

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Rabindranath Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				













Kailash Bose

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS



Yan Klu

				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

29 AUG 2022





Directorate of Registration & Stamp Revenue
Finance Department, Government of West Bengal

e-Appointment Details

Appointment Number	:	202100229435
Query No./Year	:	2001278364/2021
Name of the applicant	:	Shri Animesh Mondal
Address of the applicant	:	553A, Rabindra Sarani
Status of the applicant	:	Advocate
Mobile no.	:	9830465497
Transaction	:	[0110] Sale, Development Agreement or Construction agreement
Office Where Deed will be Registered	:	A.R.A. - IV KOLKATA
Date of Presentation	:	09/08/2021
Time & Slot	:	11:00 a.m. Slot-1

You are requested to visit the concerned Registration Office at appointed time only.

N.B:Once e-Appointment is fixed, ONLINE correction of mistakes will not be permitted.

NA

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
 Dated this 9th day of August, 2021
 aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

B E T W E E N

Smt. Lekha Ghosh & Ors.

...OWNERS

A N D

**M/S. Bashundhara Construction &
Developer**

... DEVELOPER

DEVELOPMENT AGREEMENT

AMIT CHOUDHURY

Advocate

High Court at Calcutta

608, Rabindra Sarani, Kolkata-700003

Mob: 9433138426

Email: amitchaudhuryadvocate@gmail.com

Major Information of the Deed

Deed No :	I-1904-06890/2021	Date of Registration	09/08/2021
Query No / Year	1904-2001278364/2021	Office where deed is registered	
Query Date	27/07/2021 10:00:54 PM	1904-2001278364/2021	
Applicant Name, Address & Other Details	Animesh Mondal 553A, Rabindra Sarani, Thana : Shyampukur, District : Kolkata, WEST BENGAL, PIN - 700003, Mobile No. : 9830465497, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,000/-]		
Set Forth value	Market Value		
	Rs. 77,43,600/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 4,025/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nivedita Lane, ,
Premises No: 21B, , Ward No: 007 Pin Code : 700003



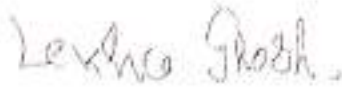
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 8 Chatak		66,82,500/-	Property is on Road
Grand Total :				4.125Dec	0 /-	66,82,500 /-	

Structure Details :



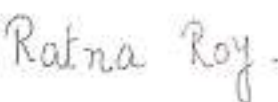
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2400 Sq Ft.	0/-	10,61,100/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 52 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 52 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2400 sq ft	0 /-	10,61,100 /-	

and Lord Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Smt Lekha Ghosh Wife of Late Renu Pada Ghosh Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021, Place : Office			
09/08/2021	LTI 09/08/2021	09/08/2021	



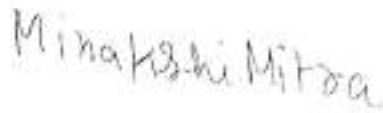






21B, Nivedita Lane, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DFxxxxxx0R, Aadhaar No: 89xxxxxxxx8559, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021
Admitted by: Self, Date of Admission: 09/08/2021, Place : Office

Name	Photo	Finger Print	Signature
Smt Ratna Roy Wife of Shri Subhas Chandra Roy Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021, Place : Office			
09/08/2021	LTI 09/08/2021	09/08/2021	

7, Monilal Chatterjee Lane, City:- , P.O:- Shibpur, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKxxxxxx7L, Aadhaar No: 72xxxxxxxx2174, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021
Admitted by: Self, Date of Admission: 09/08/2021, Place : Office

Name	Photo	Finger Print	Signature
Shri Somenath Ghosh Son of Late Biswanath Ghosh Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021, Place : Office			
09/08/2021	LTI 09/08/2021	09/08/2021	

21B, Nivedita Lane, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: APxxxxxx1D, Aadhaar No: 35xxxxxxxx1221, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021
Admitted by: Self, Date of Admission: 09/08/2021, Place : Office

Name	Photo	Finger Print	Signature
Smt Minakshi Mitra Daughter of Late Biswanath Ghosh Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office	 09/08/2021	 LTI 09/08/2021	 09/08/2021
20/1/2, Nivedita Lane, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EAxxxxxx3A, Aadhaar No: 29xxxxxxxx7860, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office			
Name	Photo	Finger Print	Signature
Shri Rabindra Nath Ghosh Son of Late Sailendra Nath Ghosh Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office	 09/08/2021	 LTI 09/08/2021	 09/08/2021
21B, Nivedita Lane, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx7K, Aadhaar No: 62xxxxxxxx3889, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office			
Name	Photo	Finger Print	Signature
Shri Kalipada Ghosh Son of Late Sailendra Nath Ghosh Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office	 09/08/2021	 LTI 09/08/2021	 09/08/2021
21B, Nivedita Lane, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AJxxxxxx4F, Aadhaar No: 62xxxxxxxx3889, Status :Individual, Executed by: Self, Date of Execution: 09/08/2021 Admitted by: Self, Date of Admission: 09/08/2021 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BASHUNDHARA CONSTRUCTION & DEVELOPER 557, Rabindra Sarani, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700000 , PAN No.:: EBxxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name	Photo	Finger Print	Signature
Shri Sagar Khan (Presentant) Son of Shri Alok Khan Date of Execution - 09/08/2021, , Admitted by: Self, Date of Admission: 09/08/2021, Place of Admission of Execution: Office	 Aug 9 2021 11:48AM	 LT1 09/08/2021	 09/08/2021
557, Rabindra Sarani, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: EBxxxxxx5G, Aadhaar No: 45xxxxxxxx1254 Status : Representative, Representative of : BASHUNDHARA CONSTRUCTION & DEVELOPER (as Proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Animesh Mondal Son of Late Dhananjoy Mondal 553A, Rabindra Sarani, City:- Kolkata, , P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003	 09/08/2021	 09/08/2021	 09/08/2021

Identifier Of Smt Lekha Ghosh, Smt Ratna Roy, Shri Somenath Ghosh, Smt Minakshi Mitra, Shri Rabindra Nath Ghosh, Shri Kalipada Ghosh, Shri Sagar Khan

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Lekha Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-0.6875 Dec
2	Smt Ratna Roy	BASHUNDHARA CONSTRUCTION & DEVELOPER-0.6875 Dec
3	Shri Somenath Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-0.6875 Dec
4	Smt Minakshi Mitra	BASHUNDHARA CONSTRUCTION & DEVELOPER-0.6875 Dec
5	Shri Rabindra Nath Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-0.6875 Dec
6	Shri Kalipada Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-0.6875 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Lekha Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-400.00000000 Sq Ft
2	Smt Ratna Roy	BASHUNDHARA CONSTRUCTION & DEVELOPER-400.00000000 Sq Ft
3	Shri Somenath Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-400.00000000 Sq Ft
4	Smt Minakshi Mitra	BASHUNDHARA CONSTRUCTION & DEVELOPER-400.00000000 Sq Ft
5	Shri Rabindra Nath Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-400.00000000 Sq Ft
6	Shri Kalipada Ghosh	BASHUNDHARA CONSTRUCTION & DEVELOPER-400.00000000 Sq Ft

On 09-08-2021

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 (a) of Indian Stamp Act 1899.

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

Presented for registration at 11:29 hrs on 09-08-2021, at the Office of the A.R.A. - IV KOLKATA by Shri Sagar Khan .

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 77,43,600/-

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

Execution is admitted on 09/08/2021 by 1. Smt Lekha Ghosh, Wife of Late Renu Pada Ghosh, 21B, Road: Nivedita Lane, . P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession House wife, 2. Smt Ratna Roy, Wife of Shri Subhas Chandra Roy, 7, Monilal Chatterjee Lane, P.O: Shibpur, Thana: Shibpur, . Howrah, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Profession House wife, 3. Shri Somenath Ghosh, Son of Late Biswanath Ghosh, 21B, Road: Nivedita Lane, . P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Service, 4. Smt Minakshi Mitra, Daughter of Late Biswanath Ghosh, 20/1/2, Road: Nivedita Lane, . P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession House wife, 5. Shri Rabindra Nath Ghosh, Son of Late Sailendra Nath Ghosh, 21B, Road: Nivedita Lane, . P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Retired Person, 6. Shri Kalipada Ghosh, Son of Late Sailendra Nath Ghosh, 21B, Road: Nivedita Lane, . P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Service

Identified by Shri Animesh Mondal, . . Son of Late Dhananjoy Mondal, 553A, Rabindra Sarani, P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by profession Service

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

Execution is admitted on 09-08-2021 by Shri Sagar Khan, Proprietor, BASHUNDHARA CONSTRUCTION & DEVELOPER (Sole Proprietorship), 557, Rabindra Sarani, City:- Kolkata, . P.O:- Baghbazar, P.S:-Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700000

Identified by Shri Animesh Mondal, . . Son of Late Dhananjoy Mondal, 553A, Rabindra Sarani, P.O: Baghbazar, Thana: Shyampukur, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,025/- (B = Rs 4,000/- ,E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 4/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2021 11:45AM with Govt. Ref. No: 192021220043041558 on 03-08-2021, Amount Rs: 4,021/-, Bank: SBI EPay (SBIPay), Ref. No. 6128716535130 on 03-08-2021, Head of Account 0030-03-104-001-16

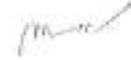
payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 10,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 14439, Amount: Rs.10/-, Date of Purchase: 27/07/2021, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2021 11:45AM with Govt. Ref. No: 192021220043041558 on 03-08-2021, Amount Rs: 10,011/-, Bank: SBI EPay (SBlePay), Ref. No. 6128716535130 on 03-08-2021, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 337804 to 337845

being No 190406890 for the year 2021.



Mohul
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.08.21 10:54:57 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/08/21 10:54:57 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)