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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 168734

21-10-24
11-15 am
At

Q-2002670079/24

Endorsement sheet and signature sheet
attached with the document are part of
the document.

Adcl. Dist. Sub-Registrar
Chandannagar, Hooghly
21 OCT 2024

Bijoy Krishna Dam
Proprietor

BIBIRAN CONTRACTOR & CONSTRUCTION
Sushonhar Basu
Proprietor

**DEVELOPMENT AGREEMENT CUM
POWER OF ATTORNEY**

This Agreement is executed on this 21th day of october- 2024

BETWEEN

MR. BIJOY KRISHNA DAM (Aadhaar No.- 6567 4369
9551, PAN- ACMPD1641C), S/o. Late Manmatha
Bhusan Dam; by faith- Hindu; by profession- Retired;
resident of 87, Makhan Chatterjee Lane, Post and
Police Station- Chandannagar, District- Hooghly,
West Bengal, PIN- 712136; an Indian Citizen;

নম্বর 2614 তারিখ ইং 18-10 সন ২০ 24
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ক্রেতা Bibarsan Contractor & Construction

সাং Fakatgora

থানা Chandannagar



ভেণ্ডার- শ্রী প্রবীর কুমার দাঁতরা

মূল্য- ৫০০০/- মোকাম- চন্দননগর কোর্ট

P. Sanha

2024881



Adl. District Sub-Registrar
Chandannagar, Hooghly

21 OCT 2024

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Proprietor

hereinafter called and referred to as the "**LAND OWNER**" (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, administrators, representatives and/or assignees) of ONE PART.

AND

M/S BIBARSAN CONTRACTOR & CONSTRUCTION, a Proprietorship Firm having its registered office at "*Nirupama Bhavan*", 1431/A, Rashbehari Avenue, Fatakgora, Post & Police Station- Chandannagar, District- Hooghly, West Bengal, PIN- 712136; represented by the Sole Proprietor MR. SUBHANKAR BASU (Aadhaar No.- 9548 0264 3843, PAN- AMDPB6713G), S/o. Kalyan Kumar Basu; by faith- Hindu; by profession- Business; resident of Natunpara Fatakgora, Post and Police Station- Chandannagar, District- Hooghly, West Bengal, PIN- 712136; an Indian Citizen; hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, administrators, legal representatives and/or assignees) of the OTHER PART.

WHEREAS ALL THAT the piece and parcel of the Bastu land total admeasuring 0.101 acre in the District of Hooghly; Mouza, Sub-Division, Addl. District Sub-Registry Office and Police Station- Chandannagar; J.L. No.- 1; Sheet No.- 10; appertaining to R.S. Dag Nos.- 636 & 638 of R.S. Khatian No.- 400; in the area of Suksanatantala, Chandannagar; more specifically mentioned in the 'A' SCHEDULE hereunder; was previously owned and possessed by one Smt. Bani Dam, W/o. Late Manmatha Bhusan Dam. The said property was purchased by said Smt. Bani Dam from one Sri Kamala Pati Chattopadhyay, S/o. Late Kunja Behari Chattopadhyay of Titagarh, Talpukur in two parts - (i) one portion of the total land admeasuring 0.064 acre was first purchased by said Smt. Bani Dam by way of a Deed of Sale bearing Deed No.- 1495 of 1959 registered on

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08/06/1959 in the office of Joint Sub-Registrar of Serampore at Chandernagore and recorded in Page Nos.- 16 to 18 of Volume No.- 21 of Book No.- I of the said office & (ii) the rest portion of the total land admeasuring 0.037 acre was purchased thereafter by said Smt. Bani Dam by way of a Deed of Sale bearing Deed No.- 4508 of 1960 registered on 14/12/1960 in the office of Joint Sub-Registrar of Serampore at Chandernagore and recorded in Page Nos.- 75 to 78 of Volume No.- 46 of Book No.- I of the said office. Thus, said Smt. Bani Dam became the absolute owner and possessor of the property mentioned in the 'A' SCHEDULE hereunder. After purchase said Smt. Bani Dam recorded her name as the owner of the property in the L.R. Settlement under L.R. Dag No.- 1057 of L.R. Khatian No.- 534. Said Smt. Bani Dam also constructed a three-storied building upon the 'A' SCHEDULE property having total covered area of 2296 Sq.ft. (approx.); and was in peaceful possession of the same by paying the appropriate Government rents and taxes.

AND WHEREAS during her lifetime said Smt. Bani Dam executed one Will (written in Bengali) which was a Registered Will bearing No.- 5 of 1982 executed on 17/03/1982 and registered in the office of Joint Sub-Registrar Serampore at Chandernagore. In the said Will, said Smt. Bani Dam had appointed her eldest son Sri Bijoy Krishna Dam (i.e., the LAND OWNER of the instant Development Agreement cum Power of Attorney) as the Executor of the said Will and bequeathed the 'A' SCHEDULE property in favour of the LAND OWNER. Later on, said Smt. Bani Dam died on 12/03/2012. After her death, the LAND OWNER filed an application for grant of Probate of the aforementioned Will executed by said Smt. Bani Dam before the Court of Ld. District Delegate at Chandernagore bearing Probate Case No.- 4 of 2023; and ultimately the Learned Court was pleased enough to pass an Order granting Probate of the said Will on 11/09/2024 in favour of the LAND OWNER. Thus, according to the said Will mentioned above, the property mentioned in the 'A' SCHEDULE hereunder came under the



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absolute ownership and possession of the LAND OWNER. After being the owner, the LAND OWNER recorded his name as the absolute owner of the 'A' SCHEDULE property in the Assessment Register of Chandernagore Municipal Corporation as well as in the L.R. Record of Rights under L.R. Khatian No.- 2877; and is in peaceful possession and enjoyment of the same after paying the appropriate Government rents and taxes.

AND WHEREAS the two-storied building upon the 'A' SCHEDULE property has become old and dilapidated and unfit for inhabitation due to lack of proper maintenance during the last several years. Hence the LAND OWNER decided to enter into an agreement with a suitable Developer Firm for construction of a new multi-storied building upon the 'A' SCHEDULE property after demolition of the old building in accordance with mutually agreeable terms. Being known about this intention of LAND OWNER, the DEVELOPER, after inspection of all relevant documents and being satisfied about the title of the 'A' SCHEDULE property, has come forward and has agreed to construct the multi-storied building consisting of several self-containing Residential Flats, Garages / Parking Spaces and Commercial Spaces / Shop Rooms after getting the sanctioned building plan from the authorities of Chandernagore Municipal Corporation. As such the LAND OWNER and the DEVELOPER decided to execute the instant Development Agreement cum Power of Attorney in accordance with mutually agreeable terms and conditions.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. With a view to develop the said land described in the 'A' SCHEDULE hereunder (hereinafter referred to as the Property) as may be permitted by all concerned authorities, the LAND OWNER hereby agrees to entrust and hand over the 'A' SCHEDULE Property to the DEVELOPER for the purpose of Development work and to sell the self-containing

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Residential Flats, Garages / Parking Spaces and Commercial Spaces / Shop Rooms within the proposed multi-storied building to be constructed on the 'A' SCHEDULE property to the various prospective customers.

2. That the DEVELOPER hereby agrees to develop and/or cause to be developed, the said Property on the terms mentioned herein and as permitted by concerned authorities by constructing one multi-storied building consisting of several self-containing residential flats, garages / parking spaces and commercial spaces / shop rooms on the said premises on ownership basis.
3. That the development work of construction of the new multi-storied building (superstructure) as ownership building spaces on the said property described in the 'A' SCHEDULE herein below will be completed by the DEVELOPER within 3 (three) years from the date of execution of this Agreement or from the date of obtaining the sanctioned Building Plan from the authorities of Chandernagore Municipal Corporation, whichever is later.
4. That in consideration of the LAND OWNER having agreed to entrust to the DEVELOPER the development of the said Property described in the 'A' SCHEDULE below and to confer upon the DEVELOPER the right, powers, privileges and benefits, the DEVELOPER agrees to confer the below mentioned Owner's Allocated portion as per SCHEDULE 'B' to the LAND OWNER out of the total F.A.R. to be sanctioned in the Building Plan by the authorities of Chandernagore Municipal Corporation, along with the rights, powers, privileges and benefits hereunder mentioned more specifically in Part (a) of 'B' SCHEDULE of the LAND OWNER's allocated portion.
 - i) Be it expressly stated that the LAND OWNER will have the absolute and unfettered right to sell, lease, encumber, assign and/or transfer the Allotted Area in

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their sole and absolute discretion. They may at their sole and absolute discretion execute and register a revocable Power of Attorney in favour of the DEVELOPER to ease the construction or to transfer the developed property.

ii) Upon execution of this Agreement, LAND OWNER will be bound to execute the Deed of Transfer relating to the DEVELOPER's allocated area.

iii) The DEVELOPER will also be bound to execute as confirming party in every deed in relation to transfer of the Developed Property.

5. That along with the execution of this agreement the LAND OWNER is executing a Revocable Power of Attorney in favour of the DEVELOPER for the works and activities in respect of the construction work as well in respect of the negotiation with the intending purchasers and/or to enter into Agreements for Sale and to execute and register Deeds of Conveyances in favour of the intending purchasers of the self-containing Residential Flats, Garages / Parking Spaces and Commercial Spaces / Shop Rooms mentioned in the DEVELOPER's allocated portion and handover the possession of the self-containing Residential Flats, Garages / Parking Spaces and Commercial Spaces / Shop Rooms to the prospective intending purchasers.

6. That the LAND OWNER shall vacate and hand over the possession of the 'A' SCHEDULE Property to the DEVELOPER just after the execution of the instant Development Agreement cum Power of Attorney. The LAND OWNER shall not interfere in the activities of the DEVELOPER during the period of execution of the instant agreement and handing over of the Owner's Allocated Portions to the LAND OWNER which has been specifically mentioned in Part (a) of 'B' SCHEDULE hereunder.

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7. That the development of the said Property mentioned in the 'A' SCHEDULE hereunder by construction of building or buildings thereon shall be at the entire costs, expenses and risk on the entire account of the DEVELOPER. All the building or buildings and/or dwelling units, shops, parking spaces/garages and other covered spaces to be constructed on the said Property will be in accordance with the sanctioned Building Plan and also in accordance with the rules and regulations for the time being in force / applicable in law.
8. That the LAND OWNER is hereby giving license and permissions to the DEVELOPER to enter upon the said Property described in the 'A' SCHEDULE hereinbelow or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof in accordance with the terms of this Agreement.
9. That the LAND OWNER do hereby give permission to the DEVELOPER to mortgage the entire development project for the purpose of obtaining Project Loan from any bank or financial institutions and the LAND OWNER shall have no objection regarding the same.
10. That the DEVELOPER shall be at liberty to negotiate for the sale of the self-containing Residential Flats, Garages / Parking Spaces and Commercial Spaces / Shop Rooms and/or any other tenements and/or rights in the building/s to be constructed and/or enter into any Agreement for Sale of the said flats, shops, garages/parking spaces and other spaces to be constructed on the said Property except the portion allocated to the LAND OWNER with the various intending purchasers on such terms, conditions and provisions as the DEVELOPER deems fit and proper and any terms and conditions which may be imposed by any authority or authorities. The DEVELOPER shall alone be liable or responsible to such intending purchasers in



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connection with all dealings between itself and such intending purchasers.

11. That the DEVELOPER shall be entitled to put up advertisement boards upon the said Property mentioned in the 'A' SCHEDULE hereunder, but without involving the name of the LAND OWNER in any manner.
12. That the DEVELOPER shall be entitled to enter into separate contracts in its own name with *inter-alia* the building contractor, architects and others for carrying out the said development work at its own risk and costs.
13. That the DEVELOPER shall hand over the Owner's Allocated Portion specifically mentioned in Part (a) of the 'B' SCHEDULE hereunder to the LAND OWNER after completion of the proposed flats or the entire multi-storied building whichever is earlier, which shall in no event be later than the period of 36 (thirty six) months from the date of sanction of building plan by the authority of Chandernagore Municipal Corporation.
14. That the LAND OWNER do hereby severally declare and covenant that: -
 - i) He shall vacate and handover the possession of the said property mentioned in the 'A' SCHEDULE hereunder to the DEVELOPER just after the execution of the instant Development Agreement cum Power of Attorney.
 - ii) He is giving permission to the DEVELOPER to demolish the entire old three-storied building lying upon the 'A' SCHEDULE property for the purpose of construction of the proposed multi-storied building in its place.
 - iii) He is also giving permission to the DEVELOPER to enter into the Agreement with the intending purchasers, and with full right and authority to sign and execute the same and to collect advance money or booking amount or in connection with the sale of flats in the DEVELOPER's allocated portion and to execute and register sale deeds



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in favour of the intending purchasers and to collect consideration money from the said intending purchasers.

- iv) He is giving permission to the DEVELOPER to handover the possession of the Residential Flats, Garages / Parking Spaces and Commercial Spaces / Shop Rooms in the DEVELOPER's allocated portion to any person or tenant or to the intending purchasers.
- v) Except for this agreement, he has not agreed, committed or contracted into any Agreement for Sale or lease of the said property mentioned in the 'A' SCHEDULE hereunder or any portion thereof to any person or persons other than the DEVELOPER and has not created any mortgage charges or any other encumbrances on the said Property as mentioned herein.
- vi) He will neither execute any Deed / Agreement to hand over the 'A' SCHEDULE property to any third party nor will he enter into any Agreement during subsistence of the instant Development Agreement cum Power of Attorney.

15. That the DEVELOPER does hereby severally declare and covenant that: -

- i) It will arrange for the demolition of the old building within 3 (three) months from the date of getting vacant possession of the 'A' SCHEDULE property from the LAND OWNER.
- ii) It will submit the Building Plan for sanction before the authority of Chandernagore Municipal Corporation within 3 (three) months from the date of completion of demolition process of the old building.
- iii) It will complete the construction of the proposed multi-storied building and hand over the residential flats and other spaces in the LAND OWNER's Allotted Area more specifically mentioned in Part (a) of the 'B' SCHEDULE hereunder within 36 (thirty six) months from the date of



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sanction of building plan by the authority of Chandernagore Municipal Corporation or from the date of execution of the instant Development Agreement cum Power of Attorney, whichever is later.

- iv) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder is subject to any requirement that the DEVELOPER or, to the DEVELOPER's knowledge, General Contractor obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party which has not been obtained (other than building permits, certificates of occupancy and operating permits which the DEVELOPER will obtain on behalf of the LAND OWNER) or which, in any case or in the aggregate, if not obtained or made would have an adverse effect, financial or otherwise, on the project or render such execution, delivery or consummation illegal or invalid.

16. That the Parties hereby severally agree that: -

- i) That the heirs and successors of the parties will also be bound to follow the clauses of this agreement in case of death or incapacitation of either party.
- ii) That the parties will try to solve all the disputes arising between the parties amicably.

DEFINITIONS:

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

- 1) **ADVOCATE:** - shall mean the Advocate for the entire project as appointed by the DEVELOPER.
- 2) **ARBITRATOR(S):** - shall mean the Arbitrator(s) to be appointed by the Land Owners and the DEVELOPER.
- 3) **ARCHITECTS:** - shall mean such architects as may be appointed by the DEVELOPER for planning, designing,

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rendering etc. all technical inputs in the project at the sole cost and expense of the DEVELOPER.

- 4) **BLOCK:** - shall mean building having different sizes of flats space/commercial space and car parking space, common facilities and amenities and such other rooms, common toilets and other portions as the architects may decide.
- 5) **COMMON EXPENSES:** - shall mean and include all expenses to be incurred by the Unit Owners for the management, maintenance and upkeep of the New Building(s) and/or the common portions therein and/or premises and/or the expenses for common purposes of the Unit owners.
- 6) **COMMON PORTIONS:** - shall mean all the common areas and installations to comprise in the New Building(s) and the premises, after the development, including staircase, landings, lobbies, corridors, lifts, lift machines rooms, passage, path ways, boundary walls, room for water pumps, common toilet on the ground floor, tube wells, underground water reservoirs, overhead water tanks, water pumps with motors, electrical plumbing, and other installations and facilities and service areas etc. which the Owners and the DEVELOPER may decide from time to time by mutual agreement.
- 7) **COMMON PURPOSES:** - shall mean all acts, deeds and things as are necessary for ensuring the beneficial use of the New Building and/or Buildings, by the Unit Owners, in common.
- 8) **COMPLETION CERTIFICATE:** - shall mean and include full partial certificate granted under the Chandernagore Municipal Corporation and/or any other relevant authority or authorities.
- 9) **CORPORATION:** - shall mean the Chandernagore Municipal Corporation and shall include other concerned authorities



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which may recommend or comment upon approval and/or sanction of the plans.

10) COVERED AREA: - shall mean the entire covered area as may be sanctioned by the Municipal Corporation and shall include the plinth area of the Unit including the plinth area of the bathrooms and balconies and open terraces if any, appurtenant thereto and also the thickness of the common portions PROVIDED THAT if any wall be common between 2 (two) Units, then 1/2 (one half) of the area under such wall shall be included in each Unit.

11) FORCE MAJEURE: -

- A. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest, non-availability of electricity, want of water, delay for installation of lift, any legal disturbances and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel, stone chips, brick, sand etc.
- B. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' shall be suspended from the obligation during the period of this "Force Majeure".
- C. In the event of LAND OWNER committing breach of any of the terms and conditions herein contained of delay in delivery of possession of the said premises as hereinbefore stated the DEVELOPER shall be entitled to and the LAND OWNER shall be liable to pay such losses and compensation as shall be reasonably settled between the parties PROVIDED HOWEVER, if such delay shall continue for a period of 6 (six) months then and in that event in addition to any other right which the DEVELOPER may have against the LAND OWNER and the DEVELOPER shall be entitled to sue the LAND OWNER for a specific

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performance of this Agreement or to rescind or cancel this agreement or claim/refund of all the moneys paid and/or incurred by the DEVELOPER with banking interest and such losses and damages which the DEVELOPER may suffer in future.

- 12) **LAND:** - shall mean the land comprised in the premises more fully described in the 'A' SCHEDULE hereunder written.
- 13) **NEW BUILDINGS:** - shall mean multi-storied building having several Blocks of the Buildings proposed to be constructed on the premises by the DEVELOPER in pursuance hereof.
- 14) **PARKING SPACES:** - shall mean the space in the basement (if any) and/or on the ground floor of the New Building(s) as also in the open space surrounding the New Building(s), capable of being used for parking of motor cars (medium size) and two wheelers.
- 15) **PLANS:** - shall mean the plans of the New Building(s) as prepared by the DEVELOPER and to be sanctioned and approved by the Chandernagore Municipal Corporation and shall also, however the context permits, include such plans, drawings, designs, elevations for utilizing the premises under the rules of the Corporation from time to time, including various modifications therein, if any.
- 16) **PREMISES:** - shall mean the construction, sheds and structures TOGETHER WITH the pieces or parcels of Land there unto belonging and on which the same are erected and butted administering on the portion of the land situated at Ward No.- 14 of the Chandernagore Municipal Corporation, in the area of Makhan Chatterjee Lane, Post & Police Station- Chandernagore, District- Hooghly, more fully described in the 'A' SCHEDULE hereunder written and shall also include the New Building(s) to be constructed thereon, wherever the context permits.



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- 17) **PROJECT:** - shall mean the work of the development undertaken by the DEVELOPER in pursuance hereof, till the construction of the multi-storied building is completed and possession of the Units are taken over by the Unit owners.
- 18) **PROPORTIONATE:** - with all its cognate variations shall mean such ratio i.e. the Covered Area of any Unit or Units be in relation to the Covered Area of all the Units in the New Building(s).
- 19) **SUPER BUILT UP AREA:** - of a unit shall mean the built-up area of the unit together with its proportionate share of the staircases, landings, passages, and like share in all constructed areas and each such unit shall be entitled to full advantages and right of user.
- 20) **UNIT:** - shall mean any residential flat, shop, commercial or other Covered Area in the New Building(s) which is capable of being exclusively owned used and/or enjoyed by any Unit Owners.
- 21) **UNIT OWNERS:** - shall according to its context mean all Owners of different Units in the New Building(s) including the DEVELOPER and the Owners in respect of such Units as may remain unsold or be retained by them respectively.

REPRESENTATIONS AND COVENANTS OF THE LAND OWNERS:

The LAND OWNER has severally represented to the DEVELOPER, and the DEVELOPER has acted on the basis of the representation severally made by the LAND OWNER as follows:-

- A) The entire Property as described in the 'A' SCHEDULE herein below is in the khas possession of the LAND OWNER to the execution of all others.
- B) There are no suits and/or proceedings and/or litigations pending in respect of the premises or any part thereof.



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- C) No person other than the LAND OWNER has/have any right, title and/or interest of any nature whatsoever in the schedule property or any part thereof.
- D) The right, title and interest of the LAND OWNER in the 'A' SCHEDULE property are free from all encumbrances whatsoever and the LAND OWNER has a good marketable title thereto.
- E) The LAND OWNER has already mutated/recorded his name as the owner in the L.R.R.O.R. as well as in the Assessment Register of Chandernagore Municipal Corporation and before the other authority (ies). The LAND OWNER has already obtained fresh copies of mutated parchas in his own name.
- F) Neither the property mentioned in the 'A' SCHEDULE hereunder nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income tax revenue or any other public demand or in any other Law for the time being in force.
- G) Neither the LAND OWNER has not executed any document nor has done any act whereby the right, title and interest of any of the LAND OWNER as to the entitlement, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- H) There is no wakf, tomb, mosque, burial ground, temple and/or any charge or encumbrances relating to or on the schedule mentioned property or any part thereof.
- I) The LAND OWNER is not holding any excess vacant land within the meaning of the West Bengal Land Reforms Act, 1955.
- J) The LAND OWNER hereby undertakes to clear the arrears of Municipal Tax and Land Revenue, if any, and the penalty and costs, if any at his own costs up to the date of this presence.



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K) The LAND OWNER shall have his name mutated in the relevant Govt. Department(s) and as the property is a Bastu property by classification of Lands, there is no bar upon the DEVELOPER to construct the Housing Complex as well as obtain the necessary permission, if applicable.

L) The DEVELOPER has seen and examined the title of the LAND OWNER in respect of the property mentioned in the 'A' SCHEDULE hereunder and thereafter the DEVELOPER has agreed to develop the said Property in the terms of the Agreement provided however, if at any time in future, there shall be any claims or defects found in the title of either of the LAND OWNER, the LAND OWNER will take all efforts to rectify the same at the earliest for which the costs and charges, if any, shall be borne by the LAND OWNER.

REPRESENTATIONS AND COVENANTS OF THE DEVELOPER:

If G.S.T. or any other tax is imposed by the Govt. the same will be under the liabilities of the DEVELOPER which may be recoverable from the intending purchasers of the constructed and/or covered areas.

CLAUSE AND CLAUSES HEADINGS

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

AGREEMENT

Upon mutual reliance of the aforesaid representations and covenants made by the LAND OWNER and the DEVELOPER, and in view of the desire of the LAND OWNER to develop the 'A' SCHEDULE property, the LAND OWNER and the DEVELOPER have agreed to enter into this Development Agreement cum Power of Attorney with each other for carrying out the works as herein contained, on the terms and conditions hereunder written.



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Sutthakorn Basu
Proprietor

BASIC AGREEMENT

The LAND OWNER and the DEVELOPER have entered into this Agreement for the purpose of commercial exploitation of the property mentioned in the 'A' SCHEDULE hereunder on the terms and conditions hereunder contained. From the Commencement Date, the DEVELOPER will have exclusive right of development of the Property subject to the terms and conditions stated herein.

COMMENCEMENT AND TENURE

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

This Agreement shall continue to be in force for a period of 36 (thirty six) months from the date of sanction of the Building Plan by the Chandernagore Municipal Corporation or from the date of execution of this Agreement, whichever is later. However the parties herein have decided to extend such period of another 6 (six) months or such extended period as may be discussed between the parties; during which extended period, neither the LAND OWNER nor the DEVELOPER shall be entitled to rescind or cancel this Agreement without the prior written consent of the other party or be entitled to claim any extra amount or extra benefits or compensation for delay from the other party.

MODALITIES

Title Documents of the LAND OWNER including photocopies of the title deeds, copy of the Order passed by the Ld. Court of District Delegate Chandernagore granting Probate of the 'A' SCHEDULE property to the LAND OWNER and all other related documents, have already been handed over to the DEVELOPER and shall be entitled to take inspection of the original Title



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Deeds, Parchas, Municipal tax receipts and other related papers and documents to the DEVELOPER who will hold and keep such documents in the safe custody and also allow the necessary inspection of the original documents to the intending purchasers of the allocated area, authorised representatives of banks, financial institutions, the Corporation, governmental bodies / authorities and any other agencies as may be required from time to time.

TITLE

The LAND OWNER hereby undertakes and assures that he shall severally be liable and responsible for any latent defect in the title of the premises and will be responsible for remedying such defects and in this regard the LAND OWNER hereby severally indemnifies and undertakes and agrees to keep the DEVELOPER indemnified from and against all losses and damages which the DEVELOPER may suffer on account of such defect on title.

SURVEY

Immediately hereafter the DEVELOPER will cause survey of soil testing and prepare the plans for construction of the new multi-storied building at the premises. At all times during the subsistence of this Agreement, the DEVELOPER shall be allowed to enter upon the premises for soil testing, survey and all other preparatory works as may be necessary for the purpose of preparing a plan of sanction of construction of the new building(s) on the premises at the sole cost and expenses of the DEVELOPER. It is clarified that upon signing of the Agreement the LAND OWNER handover possession of the said premises to the DEVELOPER.

SITE PLAN

Simultaneously with the execution of this Agreement, the LAND OWNER will deliver to the DEVELOPER, a Site Plan of the

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premises clearly indicating therein the total area of the land with measurement of four boundaries.

PLANS

The DEVELOPER shall prepare a map or plan for submission to the authorities concerned for sanction. While causing to prepare the plans as aforesaid, the DEVELOPER shall avail of and/or consume/utilize the maximum F.A.R. available on the premises.

PREPARATIONS OF PLANS

The DEVELOPER shall finalize the Plans with the Architects and such finalized plan shall be submitted by the DEVELOPER to the Chandernagore Municipal Corporation for necessary sanction at the sole cost and expense of the DEVELOPER. A copy of such sanctioned plan shall be made available to the LAND OWNER.

At the time of submission of the Plan to the Chandernagore Municipal Corporation for sanction and also thereafter from time to time (as may be necessary), the LAND OWNER will sign such papers, documents, deeds and undertakings and render such co-operations as may be required by the DEVELOPER and recommended by the Architects for obtaining the sanction of the Plan or for the construction and completion of the new Building(s).

The DEVELOPER shall be entitled to carry out such additions and alteration to the plan or map as are required by the competent authority(ies).

Immediately upon the Building Plan being sanctioned, the LAND OWNER and the DEVELOPER shall mutually determine on two copies of the Sanctioned Plan their respective allocations in the manner hereinafter stated and put their signature thereon. One of such copies of the Sanctioned Plan will be retained by the LAND OWNER and the other such copy by the DEVELOPER, and such allocation ratio shall apply not only to the physical area but also to intangible aspects such as



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market norms, advantages and benefits and in the event of any dispute regarding allocation, the same shall be referred to arbitration in the manner hereinafter provided.

All fees of the Architects for preparation of the Plans and for supervision the construction of New Building(s) at the 'A' SCHEDULE property and all costs, charges and expenses relating to sanction of the Building Plan by the Chandernagore Municipal Corporation shall be borne, paid and discharged by the DEVELOPER alone.

Simultaneously with the execution of this Agreement, the LAND OWNER shall handover to the DEVELOPER the vacant possession of the said Property mentioned in the 'A' SCHEDULE hereunder and the DEVELOPER shall have and continue to have a charge, lien and possession over the 'A' SCHEDULE mentioned property to the extent of its allocation and deposits.

On and from the date of receiving the possession of the 'A' SCHEDULE property till the completion of the project, the DEVELOPER shall be entitled to set up temporary site offices and/or quarters for its staffs at a portion of the 'A' SCHEDULE mentioned property and shall further be entitled to put up boards and signs advertising the project and post watch and word stall, at its sole cost and expense, provided that the name of the LAND OWNER shall not be used by the DEVELOPER on its advertisement boards / signs without the prior written consent of the LAND OWNER.

The DEVELOPER shall be at liberty to do all works as be required for the project and to utilize the water, electricity and telephone connection in the premises at its own risk, costs and expenses. The DEVELOPER shall have the right to obtain temporary connection of utilities for the project and the LAND OWNER will sign and execute all papers and documents necessary therefore, provided that the DEVELOPER shall defend, indemnify and hold each of the LAND OWNER



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harmless, against any costs / taxes / penalties / fees / levied in connection with usage of such utilities.

CONSTRUCTION AND COMPLETION

The DEVELOPER shall be entitled to construct, erect and complete the new multi-storied building(s) consisting of several self-containing residential flats, garages / parking spaces, commercial spaces / shop rooms and other constructed spaces capable of being held and/or enjoyed independently as per the sanctioned plans.

The DEVELOPER shall make construction of the new building(s) in accordance with the plans that may be sanctioned by the concerned authorities and as per specifications as be decided by the architect only. The DEVELOPER shall install and provide in the new building(s) water reservoir and other facilities and amenities as per the plan and the specification hereunder written. The cost and deposits payable to West Bengal State Electricity Distribution Company Limited (WBSEDCL) on account of H.T. & L.R. Electricity including the transformers shall be shared and contributed by the LAND OWNER and the DEVELOPER in proportion to their respective allocations. However, the DEVELOPER shall make all reasonable efforts to realize and recover all such charges and expenses from the intending purchaser(s) and reimburse such amounts in proportion to the respective allocations to the LAND OWNER at the earliest.

The DEVELOPER shall bear all costs and expenses for construction and completion of the new multi-storied building including all sanction fees expenses and fees of the architects and engineers.

The DEVELOPER shall abide by all the laws, bye-laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation/violation and/or breach, if any of the said laws, bye-laws, rules and regulations and the LAND OWNER will not

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be responsible in any manner whatsoever for any deviation or breach, if any, however the DEVELOPER's responsibility in this regard shall be over after obtaining full completion certificate from the relevant authorities and handing over possession of the LAND OWNER's allocation in phase wise manner as mentioned in this Agreement.

The DEVELOPER undertakes to construct the new multi-storied building in accordance with the sanctioned building plan and undertakes to pay damages penalties and/or compounding fees payable to the authorities concerned for reasons of any fee from all liabilities in this regard.

The DEVELOPER shall, at its sole cost and expense, be authorized in the name of the LAND OWNER in so far as necessary to apply for obtain quota entitlements and other allocations for cement, steel, bricks and other materials as may be allocable to the LAND OWNER for the construction of the new multi-storied building and similarly to apply for and obtain temporary and/or permanent connection of water, electricity power and/or gas to the new multi-storied building and/or the premises and other inputs and facilities of the construction or enjoyment of the new multi-storied building provided that the DEVELOPER shall defend, indemnify and hold each of the LAND OWNER harmless, against any costs / taxes / penalties / fees / levied in connection with usage of such inputs and facilities.

For the purpose of completion of the construction of the new multi-storied building, the aforesaid shall be deemed to have been completed if the same is made fit for habitation and provided with water, electric, drainage and sewerage connection and certified by the architects.

During the continuance of this Agreement, the LAND OWNER or any person claiming under or through him shall not in any way interfere with the development of the premises and/or construction of the said new multi-storied building by the DEVELOPER. However, the LAND OWNER will be entitled to

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inspect the development and/or construction particularly as to the compliance with the Agreement specifications.

For the purpose of construction of the new multi-storied building at the premises, the DEVELOPER shall be entitled to appoint, engage and employ such contractor, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees at such remuneration and on such terms and conditions as may be deemed necessary by the DEVELOPER and they shall have no privity of contract with the LAND OWNER will not in any way be liable or responsible for their salaries, wages, remunerations, compensations etc. and the DEVELOPER hereby indemnifies and undertakes and agrees to keep the LAND OWNER indemnified from and against the same.

The DEVELOPER shall obtain and produce occupancy certificates from the Chandernagore Municipal Corporation with regard to the completion of the prefect.

It is certified that the DEVELOPER at its discretion can construct Bungalows, flats for Middle Income Groups, Low Income Groups, and Housing of the nature of any other development at the said premises.

CONSIDERATION AND SPACE ALLOCATION

The LAND OWNER is the absolute owner of the Property mentioned in the 'A' SCHEDULE, hereunder and paying the appropriate rents and taxes to the competent authority.

The LAND OWNER is agreeable to receive the following allocation and the consideration from the DEVELOPER which is out and out said to be the exclusive allocation of the LAND OWNER receivable by the LAND OWNER.

AREA ENTITLEMENTS AND ALLOCATION TO THE LAND OWNER AND DEVELOPER:



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1) After completion of the construction work, the LAND OWNER and the DEVELOPER will have their allocation of constructed area in the following manner: -

A) That the LAND OWNER shall be provided with the following constructed spaces within the proposed multi-storied building: -

- (i) 848 Square Feet (more or less) including Super Built-up area on the Fourth Floor
- (ii) 848 Square Feet (more or less) including Super Built-up area on the First Floor
- (iii) 1500 Square Feet (more or less) including Super Built-up area on the Second Floor,
- (iv) 2 (two) car-parking spaces on the Ground Floor of the Proposed Multistoried building.

B) That the DEVELOPER is entitled to the remaining constructed area INCLUDING RESIDENTIAL UNITS, COMMERCIAL SPACES, GARAGES ETC within the proposed multi-storied building.

2) By virtue of the aforesaid space allocation to the LAND OWNER and the considerations thereof, the DEVELOPER is free to sell all the remaining constructed area along with common areas, common amenities, car parking spaces, commercial spaces etc. to the intending purchaser(s) at its sole discretion. Accordingly, the DEVELOPER is free to enter into all type of Agreement for Sale, Sale Deeds, receive earnest money, progressive payment, final Agreement from the intending purchaser(s) against sale of Unit(s).

3) The LAND OWNER hereby further declare that he has no claim or claims whatsoever from the DEVELOPER apart from the OWNER's Allocated portion as mentioned in Part (a) of the 'B' SCHEDULE herein below during subsistence of this indenture and make free the DEVELOPER to sell, enter into agreement for sale with any intending purchaser(s) at



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the sole discretion of the DEVELOPER and to realize the consideration from the purchaser(s).

- 4) The facilities and the consideration payable to the LAND OWNER, the allocation which is provided in Part (a) of the 'B' SCHEDULE herein below are the sole and exclusive allocation of the LAND OWNER and shall remain firm and unchanged.
- 5) The remaining constructed area even along with all common facilities apart from the allocation receivable by LAND OWNER, the rest is said to be allocation receivable by the DEVELOPER (more fully described as the DEVELOPER's Allocation in Part (b) of the 'B' SCHEDULE hereunder).
- 6) After getting the building plan sanctioned from the Chandernagore Municipal Corporation, the DEVELOPER shall undertake for execution of construction of the proposed new multi-storied building in the 'A' SCHEDULE mentioned Property in accordance with the sanctioned Plan to be approved by Chandernagore Municipal Corporation.
- 7) The entire cost to develop the constructed area along with common areas stipulated in Part (a) of the 'B' SCHEDULE hereunder as the LAND OWNER's allocation alongwith the remaining constructed area along with common facilities stipulated in Part (b) of the 'B' SCHEDULE hereunder shall be borne by the DEVELOPER. The allocated portion mentioned in Part (b) of the 'B' SCHEDULE hereunder shall be out and out the sole and exclusive allocation belonging to the DEVELOPER. Further the DEVELOPER is free to sell or transfer the entire remaining constructed area along with common facilities of the multi-storeyed Building in favour of any intending purchaser(s) in order to recover the costs incurred during the construction of the new multi-storied building.
- 8) The LAND OWNER shall convey the undivided proportionate land of the 'A' SCHEDULE mentioned property and the



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DEVELOPER shall convey the undivided proportionate share of the constructed area in favour of the intending purchaser(s) by discharging their signatures in all Deeds of conveyances.

- 9) The time of completion of the proposed multi-storied building shall be within 36 (thirty six) CLEAR MONTHS from the date of sanction of the Building Plan by the Chandernagore Municipal Corporation or from the date of execution of the instant Development Agreement cum Power of Attorney whichever is later and permission for conversion of the Bastu land from the Land & Land Reforms Department, Govt. of West Bengal whichever is later. However the parties herein have decided to extend such period of another 6 (six) MONTHS or such extended period, the LAND OWNER during the extended periods shall not be entitled to rescind or cancel this agreement without the prior written consent of the DEVELOPER but the LAND OWNER shall be eligible to claim from the DEVELOPER @ 1% banking interest for non-completion of the development work (subject to the conditions mentioned under the heading Force Majeure).
- 10) The DEVELOPER shall not hand over the construction/development work to another except to complete the project by themselves.

DISPOSAL

The DEVELOPER's allocation shall belong to and the absolute property of the DEVELOPER. The DEVELOPER shall be entitled, at any time to enter into Agreement for Sale and/or transfer and/or disposal of the DEVELOPER's allocation or any portion thereof. The LAND OWNER shall by way of granting power and authority to the DEVELOPER and/or its nominees or otherwise also sign and execute such Agreements, Deeds, Instruments, Documents and Conveyances along with the DEVELOPER. All moneys received in respect of such

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Agreements/Conveyances shall belong absolutely to the exclusion of the LAND OWNER. The LAND OWNER shall have no right, title, interest, claim or demand over and in respect thereof irrespective of the matter contained in such Agreements, Instruments and Documents. The DEVELOPER hereby indemnifies and undertakes and agrees to and shall keep the LAND OWNER free, harmless and indemnified of from and against all such claims whatsoever.

It is clarified that DEVELOPER is entailed to obtain loan from the financial institutions, banks or else either for the purpose of meeting construction cost and other costs on such terms and conditions as DEVELOPER may fit and proper or the intending purchaser(s) can also apply and obtain the bank loan by mortgaging their respective flats/area.

DOCUMENTATION

The Advocate of this project will be such person as may be appointed by the DEVELOPER.

All Agreements, Deeds and documents to be entered into by the parties hereto with their respective nominees and/or the intending purchaser(s) or Units etc. as well as other necessary documents shall be prepared by the Advocates appointed by the DEVELOPER for this project.

The cost of preparation, stamp duties, registration and the other charges of the Agreements for Sale, and the Conveyance Deeds shall be borne and paid by the prospective Unit Owners of the self-containing units within the new multi-storied building to the Advocates appointed by the DEVELOPER for this project.

MAINTENANCE AND HOLDING ORGANIZATION

The LAND OWNER and the DEVELOPER shall maintain at their own respective costs their respective allotted areas upon construction of same being completed and shall keep the same in good and habitual conditions and shall not do or allow to be done anything in or to the premises or the common portions of



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the new multi-storied building which may be against the law or which will cause obstruction interference to the user of such common portions. In this regard it is clarified that the Owner's liability shall arise only upon the LAND OWNER receiving or being deemed to have received possession of the LAND OWNER's area.

For the purpose of maintenance management and administration of the new multi-storied building and the premises and rendition of the services in common to the Unit Owners of the new multi-storied building and doing all other acts, deeds and things for the common purposes, the DEVELOPER hereto shall form or cause to be formed an Association of Society or Syndicate or Company hereinafter called "The Holding Organization" of the Unit Owners. All the Unit Owners shall be obliged to become and shall be made the members of such holding organization as early as possible. After the completion of the project the DEVELOPER and the LAND OWNER shall hand over to the holding organization all deposits after deducting there from all dues and/or all the amounts spent by them respectively on behalf of the Unit Owners jointly and/or severally and all the matters arising in respect of the management of the premises and particularly the common portions to the holding organizations.

All the Unit owners (including the LAND OWNER and DEVELOPER herein) shall be made to agree to bear and pay proportionate share of the common expenses, maintenance charges, Municipal rents and taxes and other outgoings in respect of their respective Unit to such holding organization or the persons or agencies for the time being given the responsibility for the same by the Owners and the DEVELOPER with effect from the notice of delivery of possession to the Unit Owners of their respective Units.

The DEVELOPER will frame the rules and regulations of the holding organization regarding user, maintenance, management upkeep and administration of the new multi-storied

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building, taking of deposits of accounts of maintenance charges, common expenses, Municipal rents and taxes etc. from the Unit owners, payment of common expenses/maintenance charges, municipal rents and taxes etc. and other common purposes.

COMMON OWNERSHIP

The common portions including the land appurtenant to the new multi storied building, entrances, lobbies, staircase, lifts, etc. shall be used in common by the LAND OWNER, the DEVELOPER and their respective nominee(s).

Notwithstanding the grant of the aforesaid Power of Attorney, the LAND OWNER shall give such cooperation to the DEVELOPER and sign such paper(s), confirmation and/or authorities as may be reasonably required by the DEVELOPER from time to time for the project at the cost and expenses of the DEVELOPER.

The LAND OWNER and the DEVELOPER shall co-operate with each other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as may be required by them for giving full effect to the terms hereunder agreed.

INDEMNITY

The DEVELOPER shall be responsible for all engineers, contractors and other workman engaged and employed in the construction of said new multi-storied building. The DEVELOPER shall keep the LAND OWNER indemnified against any damage, claim or action that may arise by virtue of such employment in any manner whatsoever.

The DEVELOPER shall be responsible and shall observe all rules, regulations and laws for the time being in force including the Building Rules of the Chandernagore Municipal Corporation and shall be responsible and liable for any violation or contravention and shall keep the LAND OWNER duly and fully indemnified and saved harmless against all actions suits,



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proceedings, demand, costs, charges and expenses in this regard.

FORCE MAJEURE

A. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest, non-availability of electricity, want of water, delay for installation in lift, any legal disturbances and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel, stone chips, brick, sand etc.

B. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' shall be suspended from the obligations during the period of this 'Force Majeure'.

C. In the event of LAND OWNER committing breach of any of the terms and conditions herein contained of delay in delivery of possession of the said premises as hereinbefore stated the DEVELOPER shall be entitled to and the LAND OWNER shall be liable to pay such losses and compensation as shall be reasonably settled between the parties PROVIDED HOWEVER, if such delay shall continue for a period of 12 months then and in that event in addition to any other right which the DEVELOPER may have against the LAND OWNER and the DEVELOPER shall be entitled to sue the LAND OWNER for specific performance of this Agreement or to rescind or cancel this agreement or claim/refund of all the moneys paid and/or incurred by the DEVELOPER with interest @ 6% per month and such losses and damages which the DEVELOPER may suffer in future.

COMMON EXPENSES

After the project is completed in terms of the Agreement and Handing over possession of respective allocation with



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completion certificate from the architect, all property taxes and other outgoing in respect of the premises shall be paid and borne by the LAND OWNER and the DEVELOPER or their respective nominees in proportion to their Respective allocation.

The LAND OWNER's allocation in the project shall be subject to the same restrictions of transfer and use as are applicable to the DEVELOPER's allocation. In the project intended for the common benefit of all occupiers of the proposed new multi-storied building which shall include the following: -

- 1) The LAND OWNER or the DEVELOPER or any of their transferees shall not use or permit to use of their respective allocation in the proposed new multi-storied building or any portion thereof for carrying on any obnoxious, illegal or immoral trade or activity or use or allow the use thereof for any purpose which may create nuisance hazard to the other occupiers of the proposed new multi-storied building.
- 2) The LAND OWNER or the DEVELOPER or any of their transferees shall not demolish of any wall or other structure in their respective Units without the previous consent of the LAND OWNER / DEVELOPER / Holding Organizations in this behalf.
- 3) The LAND OWNER shall not transfer or permit to transfer of the LAND OWNER's allocation or any portion thereof unless the proposed transferee agrees to be bound by the terms and conditions hereof and agrees to duly and promptly pay all and whatsoever sums which shall be payable in relation to the Units being so transferred.
- 4) Similarly, the DEVELOPER shall not transfer or permit of the DEVELOPER's allocation or any portion thereof unless the proposed transferee shall agree to be the founded by the terms and conditions hereof and agrees to duly and promptly pay all and whatsoever sums which shall be payable in relating to the Units being so transferred.

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- 5) The LAND OWNER or the DEVELOPER and any of their transferee(s) shall keep the interior and walls, steer, drains, pipes and other fittings, fixtures, appurtenances, floors, ceiling etc. in their respective Units in the proposed new multi-storied building in goods working conditions and repair in particular so as cause any damages to the proposed new multi-storied building or any other space or accommodation herein and shall keep the LAND OWNER and DEVELOPER and the other occupiers of the proposed new multi-storied building as the case may be indemnified from and against the consequences of any such breach.
- 6) The LAND OWNER or the DEVELOPER and any of their transferee(s) shall not do cause or permit to be done any act or thing which may render void and avoidable instances of the proposed new multi-storied building or any part thereof and shall keep the LAND OWNER and the DEVELOPER and other occupiers of the proposed new multi-storied building as the case may be harmless and indemnified from and against the consequences of any such breach.
- 7) No goods or other terms shall be kept by the LAND OWNER or the DEVELOPER or any of their transferee(s) for display or otherwise in the corridors or other of the common use in or around the proposed new multi-storied building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the proposed new multi-storied building and in case any such hindrance is caused the LAND OWNER / DEVELOPER / Holding Organization shall be entitled to remove the same at the risk and cost of the person who does such or creates such hindrance.
- 8) The LAND OWNER or the DEVELOPER or any of their transferees shall not throw or accumulate any dirt, wastes or refuse or permit the same to be thrown or accumulated in or about the proposed new multi-storied building or in the



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compounds, corridors or any portion or portions of the proposed new multi-storied building.

- 9) The LAND OWNER or the DEVELOPER or any of their transferee(s) shall permit the LAND OWNER / DEVELOPER / Holding Organization of their respective servants and/or agents with or without workmen and others at all reasonable times to enter into and upon their respective units in the proposed new multi-storied building and any part thereof to view and examine the state and condition thereof and find out or determine the faults or defaults and the LAND OWNER or the DEVELOPER or any of their transferees as the case may be shall be given in writing to the occupier concerned.
- 10) The LAND OWNER or the DEVELOPER or any of their transferees shall permit the Holding Organization and its servants and agents with or without workmen and others at the reasonable times to enter and upon their respective units and every part thereof for the purpose of maintaining or repairing maintaining, rebuilding cleaning lighting and keeping in order and good condition any facilities and/or for the purpose of maintaining repairing and testing drains, gas and water and electric wires and for any similar purpose.

MISCELLANEOUS

- 1) The proposed new multi-storied building shall be collectively known as "**PRINTEMPS HEIGHTS**".
- 2) This Agreement is being entered into purely on principal basis nothing contained herein is intended to nor shall be constructed as partnership between the LAND OWNER and the DEVELOPER and nor shall constitute an association of persons.
- 3) During subsistence of this Agreement, the LAND OWNER shall not sell, transfer, encumber in any manner deal with the 'A' SCHEDULE mentioned Property other than in furtherance of this Agreement.



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- 4) In the event of any dispute between the LAND OWNER and/or DEVELOPER being ordered by the Arbitrator(s) to pay any sum by way of penalty or compensation or damages and committing a default in respect thereof, such party shall be liable to pay the same to the other party.
- 5) The LAND OWNER and the DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure and shall be suspended for the duration of the force majeure.
- 6) It is understood that from time to time to enable the development of premises by the DEVELOPER various acts, deeds, matters and things not herein specifically referred may be required to be done by the DEVELOPER for which the DEVELOPER may require the authority of the LAND OWNER and various applications and other documents may be required legally to be signed be made by the LAND OWNER relating to which no specific provisions have been made herein. The owners hereby authorize and empower the DEVELOPER to do all such acts, deeds, matters and things and undertake forthwith upon being required by the DEVELOPER in this behalf to execute any such additional power or Power of Attorney(s) and/or other authorization as may be legally required by the DEVELOPER for the purpose of the project as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose of the project provided however the DEVELOPER will abide by applicable laws and rules in force and allow the LAND OWNER to make copy of such application or document prior to submissions.
- 7) The DEVELOPER shall in consultation with the LAND OWNER frame a scheme for the management and administration of the proposed new multi-storied building and/or common parts thereof and they hereby agree to



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abide by all such Rules and Regulations as approved by them and/or framed by the Holding Organization upon its function.

- 8) Any notice required to be issued by the LAND OWNER to the DEVELOPER shall, without prejudice to any other mode of service available, be deemed to have been served if delivered by hand or sent by prepared registered post with acknowledgement due to the hereinbefore stated address of the party to whom it is addressed or to such other address as be informed by the party concerned in writing from time to time and copy thereof is delivered to the Advocates of the project.
- 9) The LAND OWNER and the DEVELOPER hereby agree and mutually covenant with each other to duly perform and observe their respective obligations therein contained and in the event of any of them committing any default or breach the defaulting party shall be liable to be pay such damages or compensate losses as may awarded by the Arbitrator(s) in favour of the other of them.

JURISDICTION

The Learned Court/Courts having territorial jurisdiction over the 'A' SCHEDULE mentioned Property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms and conditions or any part thereof herein contained or touching these presents or determination of any liability such dispute shall be amicably resolved by the parties following which the same shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two arbitrators one to



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be nominated by each party and in case of difference of opinion between them, the decision by the Umpire selected by them at the commencement of the reference shall be binding upon the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration & Conciliation Act, 1996 including its statutory modification and re-enactment.

POWER OF ATTORNEY

MR. BIJOY KRISHNA DAM (Aadhaar No.- 656743699551, PAN- ACMPD1641C), S/o. Late Manmatha Bhusan Dam; by faith- Hindu; by profession- Retired; resident of 87, Makhan Chatterjee Lane, Post and Police Station- Chandannagar, District- Hooghly, West Bengal, PIN- 712136; an Indian Citizen; hereinafter called and referred to as the "**LAND OWNER**" hereby appoint **MR. SUBHANKAR BASU** (Aadhaar No.- 9548 0264 3843, PAN- AMDPB6713G), S/o. Kalyan Kumar Basu; by faith- Hindu; by profession- Business; resident of Natunpara Fatakgora, Post & Police Station- Chandannagore, District- Hooghly, West Bengal, PIN- 712136; an Indian Citizen; as his **ATTORNEY** to do the acts and deeds mentioned hereunder: -

- a) To apply for electric connection from West Bengal State Electricity Distribution Company Limited (WBSEDCL) for temporary purpose during the construction of the building and also separate electric connections for the respective residential flat owners.
- b) To appear before any authority and to participate in any hearing, proceeding, or proceedings in concerned with the 'A' SCHEDULE Property on behalf of the LAND OWNER and to submit any document or documents before the said authority.
- c) To receive compensation amount in case of any acquisition of the 'A' SCHEDULE Property by Government or any other Government Authorized concern and to sign and deliver receipt on behalf of the LAND OWNER.



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- d) The ATTORNEY will be entitled to participate in any hearing, meeting before any authority in connection with the project of Multi-storied building and take any such decision for the benefit of the property or the project.
- e) The ATTORNEY will have the right to file Building Plan on behalf of the LAND OWNER before the authority of Chandernagore Municipal Corporation or before any appropriate authority wherever is applicable and also have the power to submit any connecting paper or papers in connection with the submission of Building Plan.

Be it noted that this Power of Attorney is being granted in favour of the said ATTORNEY without any consideration and no interest or right of the ATTORNEY is created on the Property which is the subject matter of this Power of Attorney and that further the said ATTORNEY shall not hereby obtain or have power of making any Construction / Development work on the said property. The LAND OWNER reserves his right to revoke the instant Power of Attorney at any time they decide to do so. And in that case the Powers which have been conferring to the Attorney shall be seized and cancelled. All the receivables relating to the said Property will be deposited in the Bank Account of the LAND OWNER and all the payables will be borne by the ATTORNEY.

AND WHEREAS I, the LAND OWNER of this DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY do hereby agree to confirm and ratify that the acts, deeds and whatsoever my said ATTORNEY or any substitute or substitutes or Agent or Agents appointed by the said ATTORNEY under the Power on that behalf, shall lawfully do or cause to be done will be taken as the Acts done or cause to be done by me.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seals on the day, month and year first above mentioned.



Rajay Kumar Ray

BIBARSAN CONTRACTOR & CONSTRUCTION

Subhakar Basu
Proprietor

THE 'A' SCHEDULE ABOVE REFERRED TO
(The Property to be Developed / LAND OWNER's Property)
ALL THAT the piece and parcel of the Bastu property total admeasuring 0.101 acre in the District of Hooghly; Mouza, Sub-Division, Addl. District Sub-Registry Office and Police Station- Chandannagar; J.L. No.- 1; Sheet No.- 10; appertaining to R.S. Dag Nos.- 636 & 638 of R.S. Khatian No.- 400, corresponding to L.R. Dag No.- 1057 of L.R. Khatian No.- 2877; alongwith the old three-storied building situated thereon having total covered of 2296 Sq.ft. (approx.); in corporate to Holding No.- 1084 of Ward No.- 14 under Chandernagore Municipal Corporation, in the area of Makhan Chatterjee Lane, Suksanatantala. The building is almost 20 years old.

THE 'B' SCHEDULE ABOVE REFERRED TO
a) The LAND OWNER's Allocation

The following constructed spaces within the proposed new multi-storied building to be constructed upon the 'A' SCHEDULE Property: -

- (i) 848 Square Feet (more or less) including Super Built-up area on the Fourth Floor.
- (ii) 848 Square Feet (more or less) including Super Built-up area on the First Floor
- (iii) 1500 Square Feet (more or less) including Super Built-up area on the Second Floor,
- (iv) 2 (two) car-parking spaces on the Ground Floor of the Proposed Multistoried building.

AND including the common facilities and common areas along with use of lift, staircase, water supply, electric service, security and all other amenities which shall be provided by the DEVELOPER.

b) The DEVELOPER's Allocation

Other than the LAND OWNER's allocated portion of the proposed multi-storied building, the remaining entire constructed space shall be in the DEVELOPER's Allocation.



Rajiv Kumar Ray

BIBARSA CONTRACTOR & CONSTRUCTION

Subhankar Das
Proprietor

COMMON FACILITIES AND BENEFITS

- A. Entrance, exits, boundary walls, common paths and passages, common toilets and covered space in ground floor for two wheelers parking, water body and surrounding walls.
- B. Stair case, stair case landings on all floors Roof and Roof areas.
- C. Rooms and spaces for water pumps, over- head water tanks, reservoir, Lift(s), water pipes, Foundations, columns, beams, supports, External electrical installations, switch - board and all other electrical wiring and fittings, Drains, sewerage and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of the purchaser).
- D. Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.

COMMON EXPENSES
(After getting possession)

- A. All expenses for maintenance's, operating, replacing, repairing, renovating, and painting of the common portion and the common areas in the building including the water body and outer walls of the building.
- B. All the expenses for running and operating all machinery equipments and installations comprised in the common portions including water pumps, Lift(s), electrical installations including the cost of repairing, renovating and replacing the same.
- C. Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as Caretaker, supervisor,



-: 40 :-

Debjit Ghosh

BIBARSAN CONTRACTOR & CONSTRUCTION

Subhankar Bandyopadhyay
Proprietor

accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance's staff, if any.

D. Cost of insurance premium for insurance of the building and/or the common portions;

E. Municipal Tax, Land Tax, Water tax and other levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the purchaser/s).

F. Costs of formation and operation of the service Organization/ Association including the Office expenses.

Signed, sealed and delivered by
the above named parties in the
presence of Witnesses:

1. *Tapas Seal*
S/o - Lt. *Biswanath Seal*
Kalupukur, Chandannagar
Aadhaar-712343060430

Debjit Ghosh
Signature of the LAND OWNER

2. *Deepam Ghosh*
s/o. *Sri Debjit Ghosh*
Kalupukur Panchanantala,
Chandannagar, Hooghly-712136.

BIBARSAN CONTRACTOR & CONSTRUCTION
Subhankar Bandyopadhyay
Proprietor
Signature of the DEVELOPER

Drafted & Printed by me

Debjit Ghosh
Debjit Ghosh
Advocate
Chandernagore Court
Chandernagore, Hooghly
Enrolment No.- WB/1AA/1997

FINGERS IMPRESSIONS OF BOTH THE HANDS OF THE

VENDEE / VENDOR / DONOR / DONEE / EXECUTANT / ATTORNEY / SETTLOR / SETTLEE



Rajiv Kishore Day

IMPRESSION OF THE FINGERS OF THE LEFT HAND			IMPRESSION OF THE FINGERS OF THE RIGHT HAND
	THUMB	THUMB	
	INDEX FINGER	INDEX FINGER	
	MIDDLE FINGER	MIDDLE FINGER	
	RING FINGER	RING FINGER	
	LITTLE FINGER	LITTLE FINGER	

Rajiv Kishore Day

SIGNATURE

FINGERS IMPRESSIONS OF BOTH THE HANDS OF THE

VENDEE / VENDOR / DONOR / DONEE / EXECUTANT / ATTORNEY / SETTLOR / SETTLEE



IMPRESSION OF THE FINGERS OF THE LEFT HAND			IMPRESSION OF THE FINGERS OF THE RIGHT HAND
	THUMB	THUMB	
	INDEX FINGER	INDEX FINGER	
	MIDDLE FINGER	MIDDLE FINGER	
	RING FINGER	RING FINGER	
	LITTLE FINGER	LITTLE FINGER	

Subhankar Basu

.....
SIGNATURE



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



192024250249094078

GRN Details

GRN:	192024250249094078	Payment Mode:	SBI Epay
GRN Date:	21/10/2024 09:21:50	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8420616995815	BRN Date:	21/10/2024 09:22:23
Gateway Ref ID:	1425394780	Method:	Bank of Baroda NB
GRIPS Payment ID:	211020242024909406	Payment Init. Date:	21/10/2024 09:21:50
Payment Status:	Successful	Payment Ref. No:	2002670079/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr DEBJIT GHOSH
Address:	117, Kolupukur Panchanantala, P.O. and P.S.- Chandannagar, Dist.- Hooghly, West Bengal, PIN- 712136.
Mobile:	9433780705
Email:	debjitghoshadv@gmail.com
Period From (dd/mm/yyyy):	21/10/2024
Period To (dd/mm/yyyy):	21/10/2024
Payment Ref ID:	2002670079/2/2024
Dept Ref ID/DRN:	2002670079/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002670079/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2002670079/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				5041

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

ভালিকাত্তির আই ডি / Enrollment No.: 1062/30168/22598

To

বিজয় কৃষ্ণ দাম

Bijoy Krishna Dam

87 MAKHAN CHATTERJEE LANE

SUKSONATANTALA

Chandannagar(mc)

Boraichanditala

Hooghly Hooghly

West Bengal 712136

9836556733

309775545



MA097755452FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

6567 4369 9551

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



বিজয় কৃষ্ণ দাম

Bijoy Krishna Dam

পিতা : মনমথ ভূসন দাম

Father : Manmatha Bhushan Dam

জন্মতারিখ / DOB : 06/05/1948

পুরুষ / Male



6567 4369 9551

আধার - সাধারণ মানুষের অধিকার



Government of India



AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা:

87, মাখন চ্যাটার্জী লেন,
শুকসনাতনতলা, চন্দননগর (এম
কর্প), হুগলী, চন্দননগর, পশ্চিম
বঙ্গ, 712136

Address:

87, MAKHAN CHATTERJEE
LANE, SUKSONATANTALA,
Chandannagar(mc), Hooghly,
Boraichanditala, West Bengal,
712136

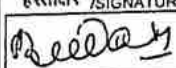
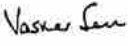
6567 4369 9551

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Bijoy Krishna Dam

स्थायी लेखा संख्या	/PERMANENT ACCOUNT NUMBER	
	ACMPD1641C	
	नाम /NAME	
	BIJOY KRISHNA DAM	
	पिता का नाम /FATHER'S NAME	
	MANMATHA BHUSAN DAM	
	जन्म तिथि /DATE OF BIRTH	
	06-05-1948	
हस्ताक्षर /SIGNATURE		
		आयकर आयुक्त, प.ब.-II
		COMMISSIONER OF INCOME-TAX, W.B. - II

BiJoy Krishna Dam



ভারত সরকার

Government of India

জনসংরক্ষণ

Subhankar Basu

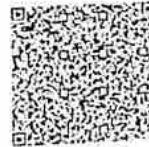
পিতা: কল্যাণ চন্দ্র বসু

Father: Kalyan Chandra Basu



স্বাক্ষর DOB: 12/03/1958

লিঙ্গ / Male



9548 0264 3843

স্বাক্ষর - সাধারণ মানুষের অধিকার

Subhankar Basu



Unique Identification Authority of India

ঠিকানা: নতুন পারা
ফাটগোরা, পি.ও. অফিসের
পিছনে, চান্দাননগর,
হুগলি, পশ্চিমবঙ্গ

Address: NATUN PARA
FATAGORA, BEHIND OF
POST OFFICE,
Chandannagar,
Hooghly,
West Bengal- 712138

9548 0264 3843



1800 200 1947



help@uidai.gov.in



www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SUBHANKAR BASU
KALYAN KUMAR BASU
12/10/1981
Permanent Account Number
AMDPB6713G

Signature
Subhankar Basu

27022307

Subhankar Basu



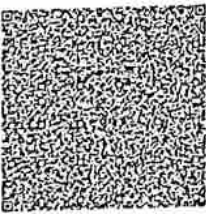
भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 0653/49291/00295

To
Tapas Seal
NARUA SARKARPARA
Hooghly
West Bengal - 712136
712136

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :
7123 4306 0430
VID : 9102 8948 9957 0814
मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Tapas Seal
Date of Birth/DOB: 02/01/1975
Male/ MALE

7123 4306 0430
VID : 9102 8948 9957 0814
मेरा आधार, मेरी पहचान



Government of India



सूचना / INFORMATION

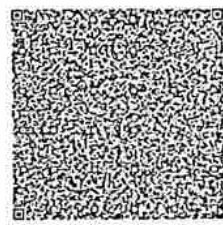
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- आधार विशिष्ट और सुरक्षित है।
- सुरक्षित क्यूआर कोड/ऑनलाइन एक्सएमएल/ऑनलाइन प्रमाणीकरण का उपयोग करके पहचान सत्यापित करें।
- आधार के सभी रूप जैसे आधार पत्र, पीवीसी कार्ड, ई-आधार और एम-आधार समान रूप से मान्य हैं। 12 अंकों की आधार संख्या के स्थान पर आभासी (वर्चुअल) आधार पहचान (VID) का भी उपयोग किया जा सकता है।
- 10 साल में कम से कम एक बार आधार अपडेट जरूर करें।
- आधार आपको विभिन्न सरकारी और गैर-सरकारी योजनाओं/सेवाओं का लाभ उठाने में मदद करता है।
- आधार से आपका मोबाइल नंबर और ई-मेल आईडी अपडेट करें।
- आधार सेवाओं को सुरक्षित रखने के लिए आधार को लॉक/अलॉक करने की सुविधा का उपयोग सुरक्षा सुनिश्चित करने के लिए करें।
- ऑफलाइन आधार पहचान वाले संस्थानों को उचित सहमति लेने के लिए बाध्य किया गया है।
- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Address:
NARUA SARKARPARA, CHANDANNAGAR (P),
Hooghly,
West Bengal - 712136



7123 4306 0430
VID : 9102 8948 9957 0814

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Major Information of the Deed

Deed No :	I-0604-03422/2024	Date of Registration	21/10/2024
Query No / Year	0604-2002670079/2024	Office where deed is registered	
Query Date	20/10/2024 7:39:48 PM	A.D.S.R. CHANDANNAGAR, District: Hooghly	
Applicant Name, Address & Other Details	Tapas Seal Chandannagar,Thana : Chandannagar, District : Hooghly, WEST BENGAL, PIN - 712136, Mobile No. : 9230068495, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 64,10,247/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: Makhan Chatterjee Lane, Road Zone : (Adjacent to Road – Adjacent to Road) , Mouza: Chandannagar Sit No-10, , Holding No:1084 JI No: 1, Pin Code : 712136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1057 (RS :-)	LR-2877	Bastu	Bastu	0.101 Acre		48,17,397/-	Property is on Road
Grand Total :					10.1Dec	0 /-	48,17,397 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2296 Sq Ft.	0/-	15,92,850/-	Structure Type: Structure
Gr. Floor, Area of floor : 766 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 765 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 765 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2296 sq ft	0 /-	15,92,850 /-	

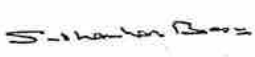
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Bijoy Krishna Dam Son of Late Manmatha Bhusan Dam Executed by: Self, Date of Execution: 21/10/2024 , Admitted by: Self, Date of Admission: 21/10/2024 ,Place : Office	Photo  21/10/2024	Finger Print  Captured LTI 21/10/2024	Signature  21/10/2024
87 Makhan Chatterjee Lane, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:-Hooghly, West Bengal, India, PIN:- 712136 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: acxxxxxx1c, Aadhaar No: 65xxxxxxx9551, Status :Individual, Executed by: Self, Date of Execution: 21/10/2024 , Admitted by: Self, Date of Admission: 21/10/2024 ,Place : Office				

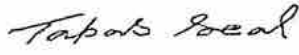
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Bibarsan Contractor & Construction Nirupama Bhavan Fatakgora, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:-Hooghly, West Bengal, India, PIN:- 712136 Date of Incorporation:XX-XX-1XX1 , PAN No.:: amxxxxxx3g, Aadhaar No: 95xxxxxxx3843, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Subhankar Basu (Presentant) Son of Mr Kalyan Kumar Basu Date of Execution - 21/10/2024, , Admitted by: Self, Date of Admission: 21/10/2024, Place of Admission of Execution: Office	Photo  Oct 21 2024 11:43AM	Finger Print  Captured LTI 21/10/2024	Signature  21/10/2024
Fatakgora Natunpara, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:-Hooghly, West Bengal, India, PIN:- 712136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: amxxxxxx3g, Aadhaar No: 95xxxxxxx3843 Status : Representative, Representative of : Bibarsan Contractor & Construction (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Tapas Seal Son of Late Biswanath Seal Chandannagar, City:- Not Specified, P.O:- Chandannagar, P.S:- Chandannagar, District:- Hooghly, West Bengal, India, PIN:- 712136		 Captured	
	21/10/2024	21/10/2024	21/10/2024
Identifier Of Mr Bijoy Krishna Dam, Mr Subhankar Basu			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Bijoy Krishna Dam	Bibarsan Contractor & Construction-10.1 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Bijoy Krishna Dam	Bibarsan Contractor & Construction-2296.00000000 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: Makhan Chatterjee Lane, Road Zone : (Adjacent to Road – Adjacent to Road) , Mouza: Chandannagar Sit No-10, , Holding No:1084 JI No: 1, Pin Code : 712136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1057, LR Khatian No:- 2877	Owner:বিত্তম্বর দাস, Gurdian:মদনমোহন , Address:নিজ , Classification:কাড, Area:0.10200000 Acre,	Mr Bijoy Krishna Dam

Endorsement For Deed Number : I - 060403422 / 2024

On 21-10-2024

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

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

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

Presented for registration at 11:15 hrs on 21-10-2024, at the Office of the A.D.S.R. CHANDANNAGAR by Mr Subhankar Basu ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 64,10,247/-

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

Execution is admitted on 21/10/2024 by Mr Bijoy Krishna Dam, Son of Late Manmatha Bhusan Dam, 87 Makhan Chatterjee Lane, P.O: Chandannagar, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, by caste Hindu, by Profession Retired Person

Indetified by Mr Tapas Seal, . . Son of Late Biswanath Seal, Chandannagar, P.O: Chandannagar, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 21-10-2024 by Mr Subhankar Basu, proprietor, Bibarsan Contractor & Construction (Sole Proprietorship), Nirupama Bhavan Fatakgora, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:- Hooghly, West Bengal, India, PIN:- 712136

Indetified by Mr Tapas Seal, . . Son of Late Biswanath Seal, Chandannagar, P.O: Chandannagar, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/10/2024 9:22AM with Govt. Ref. No: 192024250249094078 on 21-10-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 8420616995815 on 21-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2614, Amount: Rs.5,000.00/-, Date of Purchase: 18/10/2024, Vendor name: P K SANTRA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/10/2024 9:22AM with Govt. Ref. No: 192024250249094078 on 21-10-2024, Amount Rs: 5,020/-, Bank: SBI EPay (SBlePay), Ref. No. 8420616995815 on 21-10-2024, Head of Account 0030-02-103-003-02

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Swagata Tarafdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 060403422 for the year 2024.



Digitally signed by SWAGATA TARAFDAR
Date: 2024.10.30 11:34:29 +05:30
Reason: Digital Signing of Deed.

(Swagata Tarafdar) 30/10/2024

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
West Bengal.