

3056/2023

Solihane

3187/2023



পশ্চিমবঙ্গ পশ্চিম বেঙ্গাল WEST BENGAL



282214

K 282214

12/3
12/02
2/31/23
11/08/23
12/5/23
12/5/23

Additional Registrar of
Assurances-IV, Kolkata

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

Additional Registrar of
Assurances-IV, Kolkata

2 MAR 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 2nd DAY
OF March, TWO THOUSAND AND TWENTY THREE (2023)

201250

NAME.....
ADD.....
Rs. 5000/-
- 1 MAR 2023
SURANJAN MUKHERJEE
License Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolkata

A. K. Dey
Advocate
High Court, Calcutta



- 1 MAR 2023



mm

ADDITIONAL REGISTRAR
DISTRICT COURT, KOLKATA
1 MAR 2023



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



192022230317706228

GRN Details

GRN:	192022230317706228	Payment Mode:	SBI Epay
GRN Date:	02/03/2023 10:37:42	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0180797370623	BRN Date:	02/03/2023 10:38:06
Gateway Ref ID:	230613070464	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	020320232031770621	Payment Init. Date:	02/03/2023 10:37:42
Payment Status:	Successful	Payment Ref. No:	2000317371/2/2023
[Query No/*Query Year]			

Depositor Details

Depositor's Name:	Mr Siddharth Minni
Address:	14 Bentinck Street
Mobile:	9830979961
Period From (dd/mm/yyyy):	02/03/2023
Period To (dd/mm/yyyy):	02/03/2023
Payment Ref ID:	2000317371/2/2023
Dept Ref ID/DRN:	2000317371/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000317371/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	2000317371/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	96021

Total 101042

IN WORDS: ONE LAKH ONE THOUSAND FORTY TWO ONLY.

PAID

PARTHA SARATHI GHOSH (PAN ACWPG2898J), (Aadhar No 9246 9302 4078), son of Late Annada Prasad Ghosh, by faith - Hindu, by occupation - Professional, by nationality - Indian, residing at Gopalpur, Tentultala, Post Office - Rajarhat Gopalpur, Police Station - Narayanpur (previously Airport), District- North 24 Parganas, Kolkata 700136, West Bengal, hereinafter referred to as the **OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, legal representatives, administrators, executors, successors and assigns) of the **FIRST PART**;

And

MINI CONSTRUCTION PVT LTD (PAN AABCM6797L), a Company registered under the Companies Act, 1956/2013, having its office at 14, Bentinck Street, 5th Floor, Gujarat Mansion, Post Office - Esplanade, Police Station - Hare Street, Kolkata 700001, West Bengal; represented by one of its Directors, **SIDDHARTH MINNI (PAN. ANLPM2612A, AADHAR NO. 4614 5801 9768)**, son of Sri Ashok Minni, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 17/S, Basant Vihar Apartment, Block A, New Alipore, Post Office & Police Station - New Alipore, Kolkata 700053, West Bengal; hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors -in-interest and assigns) of the **SECOND PART**;

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

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

A. Subject Matter of Agreement

Development of Said Property: The parties have duly arrived at Understandings between themselves with regard to development (in the manner specified in this Agreement) of **ALL THAT** piece and parcel of land admeasuring 11 Cottah 6

Chittack 12.5 Square Feet out of 22 Cottahs 12 Chittack 25 Sq Ft (more or less) situated in LR Dag Nos 2286 and 2287 at Mouza Gopalpur, JL No 2, Survey No 1 40, Touzi No 2998, L.R Khatian No 7038 and 11180 Tentultala, P.O Rajarhat Gopalpur, P.S. Narayanpur (previously Airport), North 24 Parganas, Kolkata 700136; Ward No 4, within the limits of Bidhannagar Municipal Corporation, ADSR Office Bidhan Nagar, Salt Lake City (1st Schedule Property) under this Agreement in partial modification and supplementary thereto of the Development Agreement dated 1st August, 2022 registered before the Additional Registrar of Assurances - IV and recorded in Book No. I, Volume No 1904-2022, Pages from 803817 to 803852, Being No.I-1904-12231/2022 (hereinafter referred to as the "said Development Agreement"). The allocation of the other Co-owner namely Sankar Kumar Ghosh under the said Development Agreement shall not be affected and shall continue as recorded therein and only the allocation of the landowner herein shall be as recorded in the present Development Agreement in supersession of the allocation as recorded in the prior Development Agreement. The advances and deposits received by the Owner herein under the prior Development Agreement and further deposits agreed to be paid are recorded in the Receipt annexed and all the entitlements of the Owner under the said prior Development Agreement shall stand merged in the present Development Agreement and the allocation as recorded in this Development Agreement shall be full and final allocation of the Owner herein.

B. Representations, Warranties and Background

Owners' Representations: The Owner has represented, warranted and covenant to the Developer as follows:

- i. **Purchase by Owner:** The Owner herein acquired absolute right, title and interest in the schedule property and/or are entitled to the Schedule Property in the manner as will appear from the documents of title relating to ownership and/or entitlement of the owner.

- vii. No Excess Land:** The Said Property does not contain any excess land and the Owner also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- viii. No Encumbrance:** The respective Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owner and the title of the Owner to the Said Property is good, free, clear, bankable and marketable.
- ix. Right, Power and Authority to Develop:** The Owner has good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- x. No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner .
- xi. No Right of Pre-emption:** No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- xii. No Mortgage:** No mortgage or charge has been created by the Owner in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.

- xiii. No Previous Agreement:** The Owner has ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing, save and except the aforementioned agreement with the Developer herein.
 - xiv. No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
 - xv. No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
 - xvi. No Transfer:** The Owner has not created any third-party interest of any nature whatsoever and/or has not delegated any of the Owner ' right to any third party in any manner whatsoever.
- C. Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- i. Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
 - ii. Financial Arrangement:** The Developer is and during the tenure of this Agreement shall be entitled to arrange the financial inputs required for development of the Said Property, *inter alia* by way of arranging construction finance, whether through mortgage of the Developer's Allocation, in part or full in respect of the Said Property and/or construction to be made thereon.
 - iii.** For further clarity it is recorded that the intending Unit Purchasers shall be permitted to avail mortgage loan for individual units as per the terms & conditions

of the Financial Institute/Bank, the same shall not however create any encumbrance on the Project land directly or indirectly.

- iv. **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as *infrastructural, to the development of the Said Property.*
- v. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- vi. **Other Terms:** (i) Disputes regarding construction with any third-party contractor shall not delay the Project; (ii) the Owner shall not be affected for any legal proceedings arising between the Developer and the intending purchasers of Developer's Allocation, during or after the construction period.
- vii. **Decision to Develop:** The Owner became desirous of developing the premises by construction but realized that it will not be possible for them to do so and hence decided to do such development through a Developer and the parties entered into a memorandum between themselves recording the broad terms of development and in furtherance thereof are executing this Agreement (**Project**).
- viii. **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

D. Basic Understanding

- i. **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings thereon with (1) specified

inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer (4) that save and except the Owner ' Allocation as recorded in this Agreement the Owner shall not have any right over the Developer's Allocation and/or the Owner shall not claim any individual right over the individual lands originally held by the Owner prior to amalgamation, in case the land forms part of the larger project together with further lands in the vicinity and/or surrounding and/or adjunct lands

- ii. **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Bidhannagar Municipal Corporation and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential building with specified areas, amenities and facilities to be enjoyed in common.

E. Appointment and Commencement

- i. **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner .
- ii. **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

F. Common Obligations of the Parties:

- i. The Developer shall bear the costs of branding, marketing on the basis of the agreed sharing ratio and such marketing scheme and programme and branding shall be decided by the Developer.
- ii. The parties have mutually decided that the Developer shall be free to appoint a sales and promotional agent/agency and the costs pertaining to sales of Developer's Allocation thereof shall be borne by the Developer.
- iii. The basic sale price shall be decided by the Developer in the best interest of the Project and any revision in the basic sale price shall be intimated by the Developer to the Owner by e-mail.
- iv. Notwithstanding the above in the event the Developer decides that certain portion of the Units shall be retained jointly and not sold or transferred, in such case subject to the consent of The Owner, the Developer shall be entitled to let out /lease /grant on such consideration as the Developer may deem fit and proper, in such case the revenue/ lease rent/rent in respect thereof including the cost and expenses of maintenance, shall be shared in the ratio as recorded in this Agreement.

G. Sanction of Building Plans:

- i. The Developer shall, at the earliest, obtain from the Bidhannagar Municipal Corporation, sanction of the Building Plans.
- ii. In this regard it is clarified that (1) the Developer shall obtain maximum FAR (2) the Developer shall be responsible for obtaining all plan related permissions including sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and (3) costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer in the manner as specified in this Agreement.



Government of West Bengal

Office of the A.R.A. - IV KOLKATA, District: Kolkata

W.B. FORM NO. 1504

Query No / Year	19042000317371/2023	Serial No/Year	1904003056/2023
Transaction id	0000589730	Date of Receipt	02/03/2023 2:13PM
Deed No / Year	I - 190403187 / 2023		
Presentant Name	Mr SIDDHARTH MINNI		
Land Lord	Mr PARTHA SARATHI GHOSH		
Developer	MINI CONSTRUCTION PRIVATE LIMITED		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 96,00,000/-]		
Total Setforth Value	Rs. 0/-	Market Value	Rs. 91,56,595/-
Stamp Duty Paid	Rs. 5,000/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 84/-	Fees Articles	B, E, I, M(a), M(b)
Standard User Charge	480/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp

Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	S Mukherjee	201255	01/03/2023	5,000/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	84/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	480/-
Requisition Form Fee	50/-

- iii. The Project shall be constructed in respect of the land owned by Sankar Kumar Ghosh and the present Owner under the Development Agreement dated 1st August, 2022 registered before the Additional Registrar of Assurance-IV and recorded in Book No. I-1904-12231/2022 and the allocation of Sankar Kumar Ghosh shall be as recorded in the said Development Agreement. The allocation of the Landowner herein, Partha Sarathi Ghosh, shall be as recorded in this Development Agreement *in supersession of the allocation of the present Landowner as recorded in the said Development Agreement dated 1st August 2022 registered before the Additional Registrar of Assurance-IV and recorded in Book No.I-1904-12231/2022.*

H. Architect and Consultants:

- i. The Owner confirm that the Owner have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- ii. **Construction of New Buildings:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owner construct, erect and complete the New Buildings on the Said Property comprising of residential and/or residential cum commercial buildings and Common Portions in accordance with the sanctioned Building Plans.
- iii. The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings and the Owner shall not be responsible for the quality of the building materials.
- iv. **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

v. Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will complete the construction work within 42 months from the date of issuance of sanction plan with grace period of 6 months. Time may be extended by mutual consent.

vi. The Developer shall bear the costs, expenses for issuance of completion certificate upon completion of new building and for the purpose shall submit the necessary application before the Bidhannagar Municipal Corporation, and non-issuance of completion certificate shall not amount to breach of obligation by the Developer.

I. Common Portions:

i. The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Buildings (**Flats**) and all kind of other development costs/deposits payable for the Flats, the intending purchasers (collectively **Transferees**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc.

J. Co-operation by Owner :

i. The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.

K. Possession

- ii. The Owner shall continue to remain in possession of the property and the right of the Developer shall be merely to enter into the property as a Licensee of the Landowner for the purpose of carrying out the various works and/or pre-construction activities including measurement, soil testing, survey and accordingly the Owner has already put the Developer in possession of the said property. However, Owner shall not create any obstruction in the construction and Development work and LandOwner shall extend all the necessary co-operation as may be necessary in this regard. The Parties agree, that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 53-A of the Transfer of Property Act, and/or such other applicable law of the time being in force. It is clarified that landowner shall be the owner of the Scheduled Property and the Developer shall have the permission to enter upon the Scheduled Property only for carrying out the development activities

I. Powers and Authorities

- i. **Power of Attorney for Building Plans Sanction:** The Owner shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the 'Bidhannagar Municipal Corporation and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.

- ii. **Power of Attorney for Construction and Sale:** The Owner shall also grant to the Developer a Power of Attorney for construction of the New Buildings and booking and sale constructed space pertaining to the constructed spaces including Developer's Allocation including proportionate land share pertaining to the Flats/Units excluding the Owner's Allocation.

- iii. **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby agrees that any amalgamation and/or extension of the Project shall be undertaken by the Developer only and the Owner, subject to such mutual agreement, assure and undertake to execute, as and when necessary, all papers, documents, plans amalgamation deeds etc. for

enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions and the Developer shall be allowed to amalgamate the schedule property together with the adjacent lands/contiguous lands/adjunct lands for extension of the Project and/or developing other phases and for the purpose the Developer shall represent the Landowner acting on the basis of the Power of Attorney granted by the Owner to the Developer.

- iv. No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the same with the Said Property and construction of additional building/buildings therein shall authorise the Developer to Develop them as separate projects and/or Phases of One Single project.
- v.** The Owner hereby agree that the Developer shall have full and absolute right without any interference to develop further and other Phases of the Project and /or any other project of the developer and/or its associate/s upon the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the developer, the Owner in that event shall raise no objection in any manner whatsoever and shall co-operate with the Developer and the Developer shall every right to open an access for ingress and egress to the adjoining land in future and the Owner has no objection in any manner.
- vi.** The Developer and /or any other project of the developer and the Occupiers of units at other phases of other Phases of the project shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the Owner and/or the Unit Purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection and in any

event the Developer shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.

- vii. Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement. The Developer shall be entitled to assign its right entitlement and authorities under this Development Agreement and shall without any further permission be entitled to execute such documents for the said purpose and the Owner shall not object to the same provided however the Assignee of the Developer shall fulfill all obligations undertaken by the Developer herein towards the Owner .

M. Owner's Consideration

- i. Owner's Allocation:** The Owner herein shall be only entitled to an allocation of 20% (Twenty percent) of the total sanctioned commercial area of the Project on the Said Property (in proportion to the land owned by the Landowner herein), which shall comprise only the commercial units in the Project and undivided proportionate share in the area for access to Common Portions (collectively known as **Owner's Allocation**).
- ii.** The Developer shall pay to the Owner herein an amount of **Rs 96,00,000/- (Rupees Ninety Six Lacs)** as part of the Owner's Allocation only as below:

On or before execution of this agreement:	Rs 40,00,000.00
On or before 28.02.2023	Rs. 5,00,000.00
On or before 31.03.2023	Rs. 5,00,000.00
On or before 30.05.2023	Rs. 5,00,000.00
On or before 30.06.2023	Rs. 5,00,000.00
On or before 30.07.2023	Rs. 5,00,000.00
On or before 30.09.2023	Rs. 5,00,000.00
On or before 30.11.2023	Rs. 5,00,000.00

On or before 31.01.2024	Rs. 5,00,000.00
On or before 28.02.2024	Rs. 3,00,000.00
On or before 30.04.2024	Rs. 3,00,000.00
On or before 30.06.2024	Rs. 5,00,000.00
On or before 30.07.2024	Rs. 5,00,000.00
TOTAL	Rs. 96,00,000.00

N. Developer's Consideration

- i. **Developer's Allocation:** The Developer shall be fully and completely entitled to the remaining constructed area of the Project on the Said Property, which shall comprise of (1) all the residential units in the project (2) all the open and covered car parking spaces in the Project (3) and balance commercial units in the Project (4) undivided proportionate share in the area for access to Common Portions (collectively **Developer's Allocation**).

- o. **Demarcation of Respective Allocations:** The Parties have mutually agreed that upon receiving the sanction plan, demarcate their respective allocations in the form of Flats/Units/Car Parking Spaces as per the ratio above mentioned and this shall be recorded in a supplementary agreement. Be it hereby mentioned that the Allocation will be done on a fair basis and each party will choose flats/units/spaces comprising their allocation one at a time. At the time of demarcation of the respective allocations in the event there is any shortfall in the area which the Landowner is entitled to but due to layout and planning such shortfall occurs the Developer shall pay to the Landlord the consideration for the shortfall area on the basis of the then prevailing market value and similarly if there is any excess area which the Landowner is not entitled to but falls within the Landowner's allocation, in such case the Landowner shall pay to the Developer the consideration for such excess area on the basis of the then prevailing market value and the parties shall be entitled to sell the said unsold area as part of their respective allocations on the basis of such demarcation and the parties shall cooperate with each other to ensure that such sales are carried on without any impediment.

P. No Objection to Allocation: The Parties confirm that neither Party has any objection with regard to their respective allocations and confirms that each shall abide by the agreed terms & conditions.

Q. Cost of Transfer: In case of physical demarcation subject to the terms mentioned above the Parties and/or their nominees shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.

R. Taxes and Outgoings

i. Relating to Period Prior to Date of Sanction of Building Plans: All *municipal* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement shall be the liability of the Owner.

ii. Relating to Period After Sanction of Building Plans: As from the date of sanction of the Building Plans, shall be the liability of the Developer.

iii. Tax: The Owner and the Developer shall be liable to bear their respective share of statutory taxes, as applicable.

iv. Non-Revenue Charges & Deposits: The Parties have mutually decided that all extra charges and deposits that the Developer may collect on account of transformer, electrical infrastructure, deposit, maintenance deposit, corpus fund, sinking fund etc. shall not part of the revenue and no amount therefrom shall be required to be shared. The Owner herein shall have to pay all such charges and deposits as applicable for the portion retained by them.

S. Post Completion Maintenance

- i. **Punctual Payment and Mutual Indemnity:** The Unit purchasers shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Purchaser shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- ii. **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings and All parties shall abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- iii. **Maintenance Charge:** The Transferees shall ultimately manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings. The Developer and Owner are liable to pay maintenance charges for the portions retained by them.

T. Restrictions

- iv. All units in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied Owner hip buildings, apartments, intended for common benefit of all occupiers of the New Buildings.

U. Obligations of Developer

- i. **Smooth Progress of Development Work:** Subject to the Owner's ensuring a continuous good and marketable title of the project land the Developer shall ensure smooth progress of the development work and ensure that all receivables of the Owner are made over to the Owner by the Developer.
- ii. **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure such compliance.
- iii. **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- iv. The Developer shall at its own costs demolish the existing dilapidated buildings and the salvage shall belong to the Developer with powers and authority to deal, sell, dispose of the same without the Owner claiming any right in respect thereof.
- v. **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the 2nd Schedule attached hereto (Specifications).
- vi. **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Kolkata Municipal Corporation, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- vii. **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the party liable to pay such tax in accordance with law.

viii. **Permission for Construction:** Save and except as specifically provided for and obligations undertaken by any of the parties to this agreement specifically It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities.

ix. **Periphery demarcation:** The Owner shall always ensure that the project land is butted and bounded at all stages of pre-construction, construction and sale.

v. **Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.

W. **Obligations of Owner**

i. **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

ii. **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer in strict adherence to the letters and correspondence exchanged and to be treated in conjunction with this agreement (and any appointed and/or designated representatives) so that the Project can be successfully completed.

iii. **Documentation and Information:** The Owner undertake to provide the Developer with any and all documentation, including original/certified copies of title documents and information relating to the Said Property as may be required by the Developer from time to time, during the term of this Agreement. All Original of title and other relevant documents shall remain in possession of the Developer from the date of execution of this agreement.

iv. **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any unlawful act, deed or thing whereby the Developer may be

prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.

- v. **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.
- vi. **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.
- vii. **Records of Rights:** The Owner s shall take all necessary measures to maintain all their names in the records of the Bidhannagar Municipal Corporation and BL&LRO.

X. Indemnity

- i. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owner in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- ii. **By the Owner :** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect and the indemnity shall include repayment of all amounts given as advance and construction costs and /or any additional expenses incurred by the Developer with interest thereon.
- iii. In course of execution of the arrangement herein contained, in case the parties find any difficulty, inconvenience or limitation in carrying out the terms herein, the

parties shall discuss and resolve the same and will be at liberty to suitably modify or alter the arrangement subject to the condition that no such modification or alteration shall be binding unless the same is in writing and is signed by both the parties.

Y. Miscellaneous

- i. **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- ii. **Title Certification:** The Owner and each one of them certify the clear and marketable title of the land however as a condition precedent to title certification, the Owner shall fully co-operate and produce all relevant papers and documents for the satisfaction of the Developer's advocate as and when required including fulfilling requisitions on title any time so required.
- iii. **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- iv. **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owner and Developer herein.
- v. **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- vi. **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

- vii. **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- viii. **No Partnership:** The Owner and the Developer have entered into this Agreement on principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- ix. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- x. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner . Further, various applications and other documents (except any signature regarding mortgage of Owner ' Allocation in the Said Property) may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.
- xi. **Mortgage:** The developer shall be and is hereby permitted to mortgage the revenue attributable to the Developers/Builders' Allocation in the Subject Property with any bank, financial institution or other lending entity and raise finance therefrom by deposit of title deeds of the Subject Property (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developers/Builders and further to execute any further document or documents

in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act, provided always such borrowing of finance and mortgage shall be deemed in respect of the Developers'/Builders' revenue.

- xii. **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner ' Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- xiii. **Name of New Buildings:** The name of the New Buildings shall be decided by the Developer
- xiv. **Right of the Developer:** All amounts paid by the Developer to the Owner shall have a proportionate charge on the Owner 's Allocation portion of the Project to be developed on the Said Property till completion of the Project. The Owner ' Allocation shall be handed over in terms of this Agreement.
- xv. **Supervision:** The Developers shall be entitled to engage professionals to supervise the development of the New Building.
- xvi. **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- xvii. **Defaults:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

- xviii. **Force Majeure: Circumstances Of Force Majeure:-** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God, (2) Acts of Nature, (3) Acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (other than any matter relating to title and/or arising out of title related defects) (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (15) Epidemic , Pandemic (collectively Circumstances Of Force Majeure).
- xix. **Entire Agreement: Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.
- xx. **Documents & Documentation: Originals:** The original of this Agreement shall be retained by the Developer and the Owner will keep photocopies of the same.
- xxi. **Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owner to seek reasonable clarifications.
- xxii. **Severance (a) Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall

be valid and enforceable to the fullest extent permitted by law and accordingly the allocations of the Owner shall be revised to the extent, in case there is a reduction in the total developable land in the Project due to any reason whatsoever including recording of the land in the statutory records, as required in law for development of a real estate Project. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties. In case the Schedule Property is not available for development due to any reason whatsoever, in such case the land which shall be available for development shall be treated as the Project land and the Developer shall raise the Project thereon and this Development Agreement and the Power of Attorney shall remain valid in respect of the said land as may be available for development.

xxiii. **Amendment/Modification: Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

xxiv. **Notice: Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above-mentioned addresses of the Parties as well as through e-mail and WhatsApp provided by the parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners. All the parties

to this agreement shall exchange their active mobile number with WhatsApp facility and e-mail address to facilitate easy communication and day-to-day assistance.

- xxv. **Arbitration: Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- xxvi. **Jurisdiction: Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.
- xxvii. **Rules of Interpretation: Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- xxviii. **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- xxix. **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- xxx. **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- xxxi. **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

- xxii. **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- xxiii. **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule

(The Said Property)

ALL THAT piece and parcel of land admeasuring 11 Cottah 6 Chittack 12.5 Square Feet out of 22 Cottahs 12 Chittack 25 Sq Ft (more or less) situated in LR Dag Nos 2286 (7 Decimal out of 14 Decimals) and 2287 (11.795 Decimal out of 23.59 Decimal) at Mouza Gopalpur, JL No 2, Survey No 140, Touzi No 2998, L.R Khatian No 7038, and 11180, Tentultala, P.O Rajarhat Gopalpur, P.S. Narayanpur (previously Airport), North 24 Parganas, Kolkata 700136; Ward No 4, within the limits of Bidhannagar Municipal Corporation, ADSR Office Bidhan Nagar, Salt Lake City butted and bounded by:

On the North: Land in Dag 2279 and Dag 2277

On the South: Land in Dag 2286 (P) and Dag 2287 (P)

On the East: 10 Metre Wide 91 Bus Road

On the West: Land in Dag No 2293

2nd Schedule

(Specifications for Construction)

- | | |
|-------------------------|---|
| 1. STRUCTURE | : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority |
| 2. EXTERNAL WALL | : 8" thick brick wall and plastered with cement mortar |
| 3. INTERNAL WALL | : 5" & 3" thick brick wall and plastered with cement mortar |
| 4. FLOORING | : Flooring is of Tiles with 4" skirting |
| 5. BATH ROOM | : Bathroom fitted up to 7" height with coloured glazed tiles of standard brand |

- 6. KITCHEN** : Cooking platform will be of green marble and with marble sink or stainless-steel sink with tap and 2' height glazed coloured standard tiles above the platform to protect the oil spot
- 7. TOILET** : Toilets with white commode, all with PVC Cistern. All fittings are in standard type. One hand wash basin in dining space of flat
- 8. DOORS** : All doors are wooden frame & flush doors. Standard lock and peep hole on main entrance door
- 9. WINDOWS** : Aluminium Sliding Window
- 10. WATER SUPPLY** : Water supply around the clock is assured for which necessary Submersible Pump will be installed
- 11. PLUMBING** : Toilet concealed wiring with two bib cock, one shower, in toilet, all fittings are standard quality
- 12. LIFT** : Six persons capacity lift will be provided
- 13. ELECTRICAL WORKS:**
1. Full concealed wiring with copper wire.
 2. Full concealed wiring with copper conduit with standard quality and Switches will be reputed brand.
 3. **In Bed Room** – Three light points, one 5 amp. plug point, one fan point, one T.V. Point, One Telephone Point, A.C. Point, One Foot Lamp, Bed Switch with one light point & one fan point.
 4. **Living/dining room** – Three light points, two fan points, one 5 amp. Plug, one 15 amp. Plug (as per required area). One Cable Point and One Telephone Point.
 5. **Kitchen** – One light point, one exhaust fan point, one 15 amp. plug points & one plug point for Aquaguard.
 6. **Toilet** – One light point, one 15 amp. Plug point, one exhaust fan point & one wall fan point.
 7. **Verandah** – One light point and one 5 amp. Plug point.
 8. One light point at main entrance, one light point on each floor stair, two light points in roof of the building and four light points in ground floor's outside.

9. **Calling Bell** – One calling bell point at the main entrance.

14. PAINTING:

1. Inside wall of the flat will be finished with Plaster of Paris and external wall with super snowcem or equivalent.
2. All doors frame and shutter and grill painted with two coat white primer.

15. INTERCOM : will be provided

16. GENERATOR : Will be provided at extra cost

17. GROUND FLOOR : Community Hall, Common Toilet /Bathrooms for security/staff/servant/maid servant, Car Parking space, Space for Security Staff/Servant, Water Filtration Plant, Landscaping, boundary wall for security and safety, Underground reservoir

18. ROOF : Flooring, Parapet Wall

19. EXTRA WORK : Any extra work other than our standard schedule shall be charged extra.

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above

SIGNED SEALED AND DELIVERED

by the Owner at Kolkata

in the presence of:

1. Supriyo Das.
14, Boudhick Street,
Gurukul mansion,
Kolkata - 700001

Partha Sarathi Ghosh

PARTHA SARATHI GHOSH

2. Ranjan Ray
Niranjani Pally
P.O + P.S - Banskroni
KOL - 70

SIGNED SEALED AND DELIVERED

by the Owner at Kolkata

in the presence of:

1. Supriyo Das

MINI CONSTRUCTION (P) LTD

(Signature)

DIRECTOR

(Siddharth Minni)

SIDDHARTH MINNI

on behalf of MINI CONSTRUCTION PVT LTD

(DEVELOPER)

2. Ranjan Ray

Drafted by me

Arup Kumar Dey

30

Arup Kumar Dey
Advocate
High Court, Calcutta
Enroll No. WB/1515/03

Paid by the Developer herein to the Owner herein on or before this date

MEMO OF CONSIDERATION

Sl	Cheque No.	Date	Paid to	Amount (Rs)
1	RTGS	27.07.2022	Partha Sarathi Ghosh, PNB A/C No. 1076010077372	Rs 5,00,000
2	Online	16.08.2022	Stamp Duty and Registration fees paid for Suvayan Ghosh on behalf of Partha Sarathi Ghosh	Rs 3,57,622
3	RTGS	23.08.2022	Partha Sarathi Ghosh, PNB A/C No. 1076010077372	Rs 5,00,000
4	RTGS	08.09.2022	Partha Sarathi Ghosh, PNB A/C No. 1076010077372	Rs 5,00,000
5	RTGS	22.09.2022	Partha Sarathi Ghosh, PNB A/C No. 1076010077372	Rs 15,00,000
6	Online	26.09.2022	Stamp Duty and Registration fees paid for Sneha Ghosh on behalf of Partha Sarathi Ghosh	Rs 1,78,234
7	RTGS	27.09.2022	Partha Sarathi Ghosh, PNB A/C No. 1076010077372	Rs 2,00,000
8	RTGS	07.02.2023	Partha Sarathi Ghosh, PNB A/C No. 1076010077372	Rs 2,64,144
Total				Rs 40,00,000

(Rupees Forty Lacs) only

Witness:-

1. *Supriya Das*

Partha Sarathi Ghosh

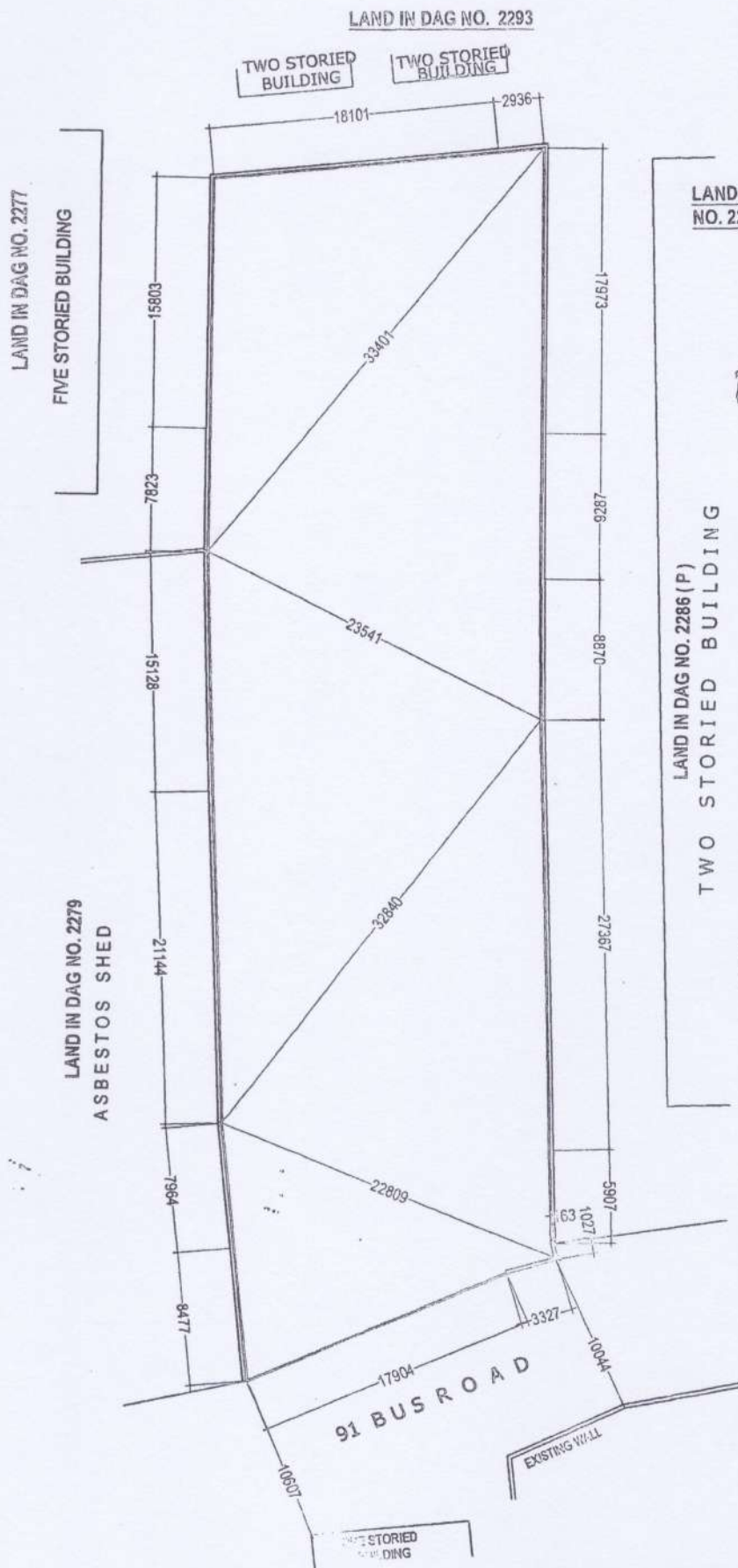
PARTHA SARATHI GHOSH
OWNER HEREIN

(PAN NO: ACWPG2898J)

2. *Ranjana Roy*

SITE PLAN AT L.R. DAG NOS. 2286 & 2287 AT MOUZA : GOPALPUR, J.L NO. 2, SURVEY NO. 140, TOUZI NO. 2998, L.R. KHATIAN NO. 7038 AND 11180, TENTULTALA, P.O. RAJARHAT GOPALPUR, P.S. AIRPORT, NORTH 24 PARGANAS, KOLKATA 700136

AREA OF LAND : 11 KH. - 06 CH. - 12 SQ FT i.e. 761.984 SQ.M. i.e. 8202 SQ.FT.(MORE OR LESS)
OUT OF 22 KH. - 12 CH. - 25 SQ FT i.e. 1524.075 SQ.M. i.e. 16405 SQ.FT.(MORE OR LESS)



LAND IN DAG
NO. 2287 (P)

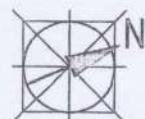
Parth Sarathi Ghosh
SIGNATURE OF THE OWNER

LAND IN DAG NO. 2286 (P)
TWO STORIED BUILDING

MINI CONSTRUCTION (P) LTD

DIRECTOR

(Siddharth Minis)
SIGNATURE OF THE DEVELOPER



DATE : 05.10.2021

SCALE : 1 : 400

ALL DIMENSIONS ARE IN MM.
UNLESS OTHERWISE MENTIONED

SPECIMEN FORM FOR TEN FINGERS PRINT

	Basanti Sarathi Ghosh					
Basanti Sarathi Ghosh		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
	Thumb	Fore	Middle	Ring	Little	
(Right Hand)						
	Siddharth Minni					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

Major Information of the Deed

Deed No :	I-1904-03187/2023	Date of Registration	02/03/2023
Query No / Year	1904-2000317371/2023	Office where deed is registered	
Query Date	06/02/2023 4:25:39 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUBHENDU PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420564386, 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 : 96,00,000/-]		
Set Forth value	Market Value		
	Rs. 91,56,595/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 96,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

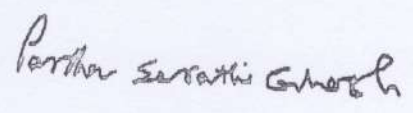
District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Tentultala (gopalpur), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Pin Code : 700136

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-2286 (RS :-)	LR-7038	Bastu	Bastu	7 Dec		33,59,998/-	Width of Approach Road: 33 Ft.,
L2	LR-2287 (RS :-)	LR-7039	Bastu	Bastu	11.795 Dec		56,61,597/-	Width of Approach Road: 33 Ft.,
		TOTAL :			18.795Dec	0 /-	90,21,595 /-	
	Grand Total :				18.795Dec	0 /-	90,21,595 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	500 Sq Ft.	0/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
	Total :	500 sq ft	0 /-	1,35,000 /-	

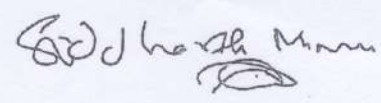
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PARTHA SARATHI GHOSH Son of Late ANANDA PRASAD GHOSH Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	02/03/2023	LTI 02/03/2023	02/03/2023	
GOPALPUR, TENTULTALA, City:- , P.O:- RAJARHAT GOPALPUR PS NOW NARAYANPUR, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: ACxxxxxx8J, Aadhaar No: 92xxxxxxxx4078, Status :Individual, Executed by: Self, Date of Execution: 02/03/2023 , Admitted by: Self, Date of Admission: 02/03/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MINI CONSTRUCTION PRIVATE LIMITED 14, BENTINCK STREET, City:- , P.O:- ESPLANADE, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 , PAN No.: AAxxxxxx7L, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SIDDHARTH MINNI (Presentant) Son of Mr ASHOK MINNI Date of Execution - 02/03/2023 , , Admitted by: Self, Date of Admission: 02/03/2023, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Mar 2 2023 2:05PM	LTI 02/03/2023	02/03/2023	
17/S, BASANT VIHAR APPT., NEW ALIPORE, Block/Sector: A, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ANxxxxxx2A, Aadhaar No: 46xxxxxxxx9768 Status : Representative, Representative of : MINI CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUPRIYO DAS Son of Mr TAPAN KUMAR DAS 30/1, HARI SABHA LANE, City:- , P.O:- PARNASREE NOW PS ALSO, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060			
	02/03/2023	02/03/2023	02/03/2023
Identifier Of Mr PARTHA SARATHI GHOSH, Mr SIDDHARTH MINNI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr PARTHA SARATHI GHOSH	MINI CONSTRUCTION PRIVATE LIMITED-7 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr PARTHA SARATHI GHOSH	MINI CONSTRUCTION PRIVATE LIMITED-11.795 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr PARTHA SARATHI GHOSH	MINI CONSTRUCTION PRIVATE LIMITED-500.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Tentultala (gopalpur), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2286, LR Khatian No:- 7038	Owner:পার্থসারথী ঘোষ, Gurdian:অন্নদাপ্রসাদ ঘোষ, Address:নিজ , Classification:বাস্ত, Area:0.06000000 Acre,	Mr PARTHA SARATHI GHOSH
L2	LR Plot No:- 2287, LR Khatian No:- 7039	Owner:শঙ্কর কুমার ঘোষ, Gurdian:অন্নদাপ্রসাদ ঘোষ, Address:নিজ , Classification:বাস্ত, Area:0.05000000 Acre,	Mr PARTHA SARATHI GHOSH

Endorsement For Deed Number : I - 190403187 / 2023

On 02-03-2023

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

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

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

Presented for registration at 13:02 hrs on 02-03-2023, at the Office of the A.R.A. - IV KOLKATA by Mr SIDDHARTH MINNI ,.

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 91,56,595/-

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

Execution is admitted on 02/03/2023 by Mr PARTHA SARATHI GHOSH, Son of Late ANANDA PRASAD GHOSH, GOPALPUR, TENTULTALA, P.O: RAJARHAT GOPALPUR PS NOW NARAYANPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Professionals

Indetified by Mr SUPRIYO DAS, , , Son of Mr TAPAN KUMAR DAS, 30/1, HARI SABHA LANE, P.O: PARNASREE NOW PS ALSO, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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

Execution is admitted on 02-03-2023 by Mr SIDDHARTH MINNI, DIRECTOR, MINI CONSTRUCTION PRIVATE LIMITED, 14, BENTINCK STREET, City:- , P.O:- ESPLANADE, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069

Indetified by Mr SUPRIYO DAS, , , Son of Mr TAPAN KUMAR DAS, 30/1, HARI SABHA LANE, P.O: PARNASREE NOW PS ALSO, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 96,105:00/- (B = Rs 96,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 96,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/03/2023 10:38AM with Govt. Ref. No: 192022230317706228 on 02-03-2023, Amount Rs: 96,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0180797370623 on 02-03-2023, Head of Account 0030-03-104-001-16

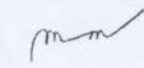
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 201255, Amount: Rs.5,000.00/-, Date of Purchase: 01/03/2023, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/03/2023 10:38AM with Govt. Ref. No: 192022230317706228 on 02-03-2023, Amount Rs: 5,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0180797370623 on 02-03-2023, 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 89.

Registered in Book - I

Volume number 1904-2023, Page from 180038 to 180080
being No 190403187 for the year 2023.



mm

Digitally signed by MOHUL
MUKHOPADHYAY

Date: 2023.03.13 14:04:55 +05:30

Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/03/13 02:04:55 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.

(This document is digitally signed.)