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

Additional Registrar
of Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

- 1 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 18th day of August
TWO THOUSAND AND TWENTY TWO (2022);

73137

NAME _____
ADD _____
Rs. 5000/-
- 1 AUG 2022
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

A. K. Dey
Advocate
High Court, Calcutta

1 AUG 2022



Notarized that the Document is signed in
presence of the Signatory and the
witnesses who are present in the Document
and the copy of the Document.

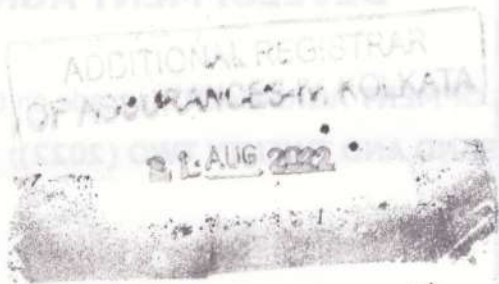
Additional Registrar
of Assurances, Kolkata



1 AUG 2022

Additional Registrar of
Assurances, Kolkata

[Handwritten signature]



1. **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.
2. **SANKAR KUMAR GHOSH (PAN AFEPG1744A) (Aadhar No 8134 0348 6224)**, son of Late Annada Prasad Ghosh, by faith - Hindu, by occupation - Business, 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/VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective 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;**

Owners 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 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 140, Touzi No 2998, L.R Khatian No 7038, 7039, 11180 and 11181, 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)

B. Representations, Warranties and Background

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

- JOINT* 
- Partha Sarathi Ghosh*
Santanu K. Ghosh
- i. **Purchase by Owner:** The respective Owners 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 respective owners.
 - ii. **Owners have Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens*. All previous agreements entered into by the Owners in respect of the schedule premises and /or part thereof as was identified prior to its amalgamation have been duly cancelled by executing registered documents, revoked and declared invalid and of no effect.
 - iii. **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continue to remain marketable and free from all encumbrances at all times and the Owners shall effect the necessary corrections in the Revenue Records and digital records and shall remain liable to the Developer for any consequences arising due to any incorrect recording and/or defect in title in any manner whatsoever and any change in the developable land area due to rectification or updation of records shall result in consequent reduction of the Owners' Allocation in view of the fact that the present agreement as to ratio has been done on the basis of the total available land for Developer as represented by the Owners to the Developer.
 - iv. **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
 - v. **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
 - vi. **No Acquisition/Requisition:** The Owners declares that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.

- vii. **No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- viii. **No Encumbrance:** The respective Owners have 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, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.
- ix. **Right, Power and Authority to Develop:** The Owners have 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 Owners.
- 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 Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- xiii. **No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.
- 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 Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.

- xvi. **No Transfer:** The Owners has not created any third-party interest of any nature whatsoever and/or has not delegated any of the Owners' right to any third party in any manner whatsoever.
- C. **Developer's Representations:** The Developer has represented and warranted to the Owners 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 Owners 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 Owners 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 Owners' Allocation as recorded in this Agreement the owners shall not have any right over the Developer's Allocation and/or the Owners shall not claim any individual right over the individual lands originally held by the Owners 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 Owners 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 Owners.
- 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 Landowners 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 Owners, 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.

H. Architect and Consultants:

- i. The Owners confirm that the Owners 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 Owners 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 Owners 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 Owners and required for the construction of the New Buildings and the Owners shall not be responsible for the quality of the building materials.

- iv. **Temporary Connections:** The Developer shall be authorized in the name of the Owners 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 Owners:**
- i. The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.
- K. Possession**
- i. The Landowners 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 Owners have already put the Developer in possession of the said property. However, Landowners shall not create any obstruction in the construction and Development work and Landowners 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

L. Powers and Authorities

- i. Power of Attorney for Building Plans Sanction:** The Owners 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 Owners 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 Owners hereby agrees that any amalgamation and/or extension of the Project shall be undertaken by the Developer only and the Owners, 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 owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners shall not object to the same provided however the Assignee of the Developer shall fulfill all obligations undertaken by the Developer herein towards the Owners.

M. Owners' Consideration

- i. **Owners' Allocation:** The Owner No. 1 shall be fully and completely entitled to an allocation of 20% (Twenty percent) of the total sanctioned area of the Project on the Said Property, which shall comprise of (1) residential units in the project (2) open and covered car parking spaces in the Project (3) and commercial units in the Project (4) undivided proportionate share in the area for access to Common Portions. The Owner No. 2 shall be fully and completely entitled to an allocation of 21% (Twenty One percent) of the total sanctioned area of the Project on the Said Property, which shall comprise of (1) residential units in the project (2) open and covered car parking spaces in the Project (3) and commercial units in the Project (4) undivided proportionate share in the area for access to Common Portions (collectively known as **Owners' Allocation**).

N. Refundable

- i. The Developer shall pay as refundable advance an amount of Rs 10,00,000/- (Rupees Ten Lacs) only to the Owner No 1 as below:

At the time or before execution of this agreement:

Rs 5,00,000/-

Within 30 days of receiving the sanctioned building plan: Rs 5,00,000/-
TOTAL: Rs 10,00,000/-
(Rupees Ten Lacs only)

- ii. The Developer shall pay as refundable advance an amount of Rs 15,00,000/- (Rupees Fifteen Lacs) only to the Owner No 2 as below:

At the time or before execution of this agreement: Rs 5,00,000/-
Within 30 days of receiving the sanctioned building plan: Rs 10,00,000/-
TOTAL REFUNDABLE ADVANCE: Rs 15,00,000/-
(Rupees Fifteen Lacs only)

- i. The Owners hereby confirm that the tenants/trespassers on the scheduled property shall be removed by the Owners herein. Any area given to the said tenants/trespassers will be deducted from the Owners Allocation and any compensation paid to the said tenants/trespassers by the Developer shall be treated as refundable Advance paid to the Owners herein.

O. Developer's Consideration

- i. **Developer's Allocation:** The Developer shall be fully and fully and completely entitled to an allocation of 59% (fifty nine percent) of the total sanctioned area of the Project on the Said Property, which shall comprise of (1) residential units in the project (2) open and covered car parking spaces in the Project (3) and commercial units in the Project (4) undivided proportionate share in the area for access to Common Portions (collectively **Developer's Allocation**).

- P. 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.

- Q. 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.
- R. 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.
- S. 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 Owners.
- 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 Owners 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 Owners herein shall have to pay all such charges and deposits as applicable for the portion retained by them.
- T. 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 Owners are liable to pay maintenance charges for the portions retained by them.

U. Restrictions

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

V. Obligations of Developer

- i. **Smooth Progress of Development Work:** Subject to the Owners 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 Owners are made over to the Owners 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 owners 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 Owners 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 Owners shall always ensure that the project land is butted and bounded at all stages of pre-construction, construction and sale.
- W. **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.
- X. **Obligations of Owners**
- i. **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- ii. The Owners agree that any settlement /compensation/settlement with tenants shall be done and/or accommodated in the space out of the Owners' Allocation and if any amount is required to be paid, the Developer shall pay the said amount on behalf of the Landowners but to the account and costs of the Landowner at the first instance and any additional amount shall be treated as refundable security deposit and the terms of refund thereof shall be similar to the terms of refund as already recorded in this Agreement and the Owners shall keep a mutually identified area out of the Owners' allocation as reserved area for realization of the refundable deposit which the Developer shall be entitled to out of the owner's allocation and the Developer shall be entitled to sell such reserved area as its allocation on the basis of power of attorney to be registered by the Owners for the said purpose.
- iii. **Act in Good Faith:** The Owners 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.

- iv. **Documentation and Information:** The Owners 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.
- v. **No Obstruction in Dealing with Developer's Functions:** The Owners 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.
- vi. **No Obstruction in Construction:** The Owners 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.
- vii. **No Dealing with Said Property:** The Owners 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.
- viii. **Records of Rights:** The Owners s shall take all necessary measures to maintain all their names in the records of the Bidhannagar Municipal Corporation and BL&LRO.

Y. Indemnity

- i. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owners in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- ii. **By the Owners :** The Owners 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 Owners 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.

Z. 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 Owners and each one of them certify the clear and marketable title of the land however as a condition precedent to title certification, the Owners 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 Owners 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 Owners and Developer herein.
- v. **Essence of Contract:** In addition to time, the Owners 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 Owners shall pass valid receipts for all amounts paid under this Agreement.
- viii. **No Partnership:** The Owners 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 Owners. Further, various applications and other documents (except any signature regarding mortgage of Owners' Allocation in the Said Property) may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners' Allocation and the Owners 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 Owners shall have a proportionate charge on the Owners 's Allocation portion of the Project to be developed on the Said Property till completion of the Project. The Owners' 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 Owners 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 Owners 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 Owners 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 Owners 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 s. 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.
- xxxii. **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
- xxxiii. **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 (demarcated in red border in the Site Plan annexed) admeasuring 22 Cottahs 12 Chittack 25 Sq Ft (more or less) situated in LR Dag Nos 2286 (14 Decimals) and 2287 (23.59 Decimal) at Mouza Gopalpur, JL No 2, Survey No 140, Touzi No 2998, L.R Khatian No 7038, 7039, 11180 and 11181, 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 Owners at Kolkata

in the presence of:

1. *Supriya Das.*
14, Bendinck Street,
Gujarat mansion,
Kolkata - 700001

2. *Ranjan Ray*
Nirajan Datta
KJ-700070

Partha Sarathi Ghosh

(1) PARTHA SARATHI GHOSH
OWNER NO. 1
(PAN NO: ACWPG2898J)

Sankar Kumar Ghosh

(2) SANKAR KUMAR GHOSH
OWNER NO. 2
(PAN NO: AFEPG1744A)

SIGNED SEALED AND DELIVERED

by the Owners at Kolkata

in the presence of:

1. *Supriya Das*

2. *Ranjan Ray*

MINI CONSTRUCTION (P) LTD

(Signature)

DIRECTOR

(SIDDHARTH MINNI)

SIDDHARTH MINNI
on behalf of MINI CONSTRUCTION PVT LTD
(DEVELOPER)

Drafted by me

Arup Kumar Dey

Arup Kumar Dey

Advocate

High Court, Calcutta

Enroll No.-WB/1515/03

MEMO OF CONSIDERATION

<u>Sl</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Bank</u>	<u>Paid to</u>	<u>Amount (Rs)</u>
1	RTGS	27.07.2022	HDFC Bank, Stephen House	Partha Sarathi Ghosh	5,00,000/-
2	003002	01.08.2022	HDFC Bank, Stephen House	Sankar Kumar Ghosh	5,00,000/-
					Total Rs 10,00,000/-
					(Rupees Ten Lacs) only

Witness:-

1. *Supriyo Das*

Partha Sarathi Ghosh

(1) PARTHA SARATHI GHOSH
OWNER NO. 1
(PAN NO: ACWPG2898J)

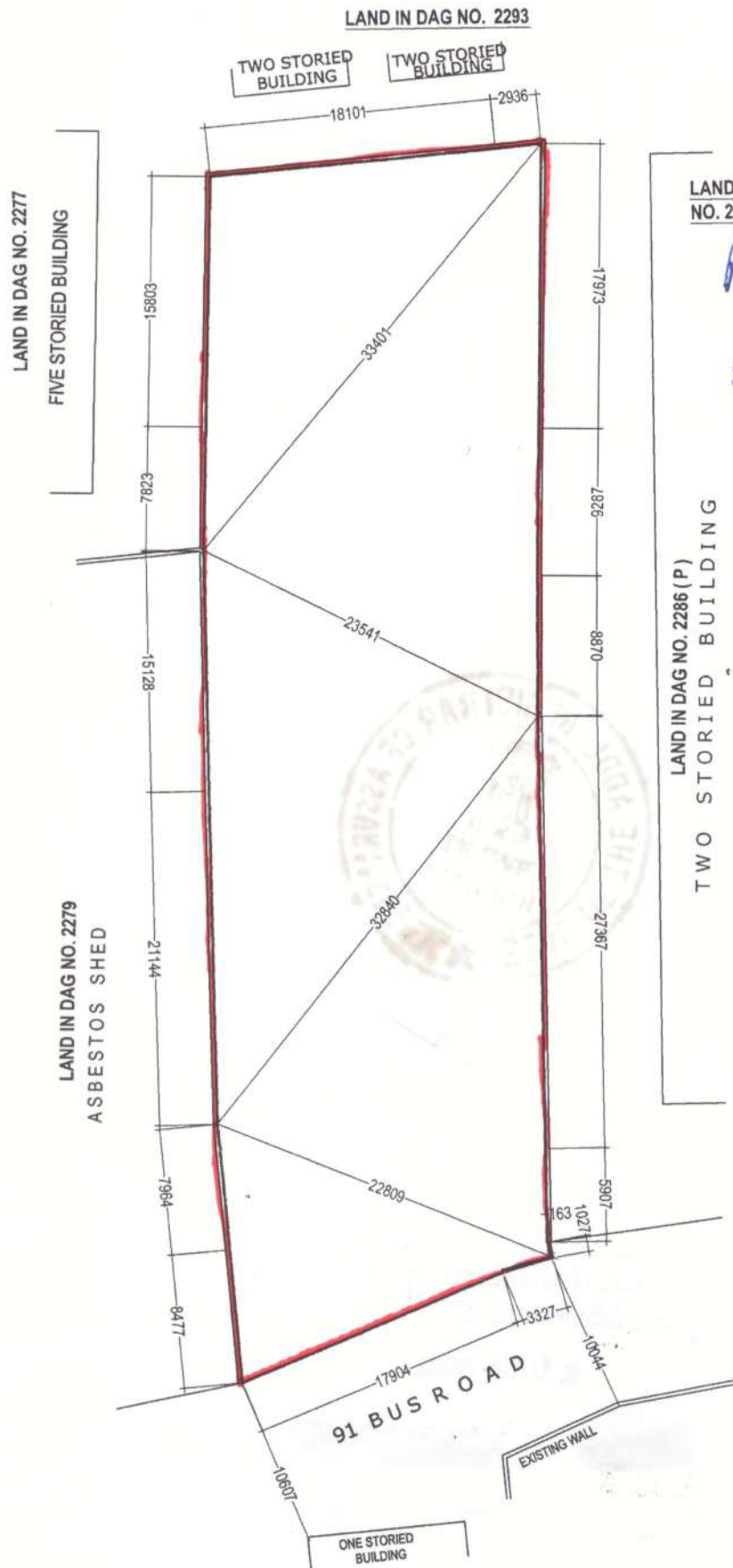
2. *Ranyan Roy*

Sankar Kumar Ghosh

(2) SANKAR KUMAR GHOSH
OWNER NO. 2
(PAN NO: AFEPG1744A)

SITE PLAN AT L.R. DAG NO. 2286 AND 2287 AT MOUZA : GOPALPUR, J.L. NO. 2, SURVEY NO. 140, TOUZI NO. 2998, L.R. KHATIAN NO. 7038, 7039, 11180 AND 11181, TENTULTALA, P.O- RAJARHAT GOPALPUR, P.S- AIRPORT, NORTH 24 PARGANAS, KOLKATA 700136

AREA OF LAND : 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)

Partha Sarathi Ghos

Sankar K Ghosh

SIGNATURE OF THE OWNER

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

MINI CONSTRUCTION (P) LTD



DIRECTOR

(SIDDHARTH MINNI)

SIGNATURE OF THE DEVELOPER



DATE : 05.10.2021

SCALE : 1 : 400

ALL DIMENSIONS ARE IN MM.
UNLESS OTHERWISE MENTIONED



T/A

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

GRN Details

GRN:	192022230086627738	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	30/07/2022 12:32:26	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	9068553796536	BRN Date:	30/07/2022 12:33:16
Gateway Ref ID:	222117718939	Method:	HDFC Retail Bank NB
Payment Status:	Successful	Payment Ref. No:	2002320984/2/2022

[Query No/* /Query Year]

Depositor Details

Depositor's Name: Mr Siddharth Minni
Address: 14 Bentinck Street, 5th Floor, Kolkata 700001
Mobile: 8336002299
EEmail: info@swagatrealty.com
Period From (dd/mm/yyyy): 30/07/2022
Period To (dd/mm/yyyy): 30/07/2022
Payment ID: 2002320984/2/2022
Dept Ref ID/DRN: 2002320984/2/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002320984/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2002320984/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	25021
Total				60042

IN WORDS: SIXTY THOUSAND FORTY TWO ONLY.

SPECIMEN FORM FOR TEN FINGER PRINTS

Parthiv Sarathi Ghosh



Parthiv Sarathi Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Sanjay Bx Ghosh



Sanjay Bx Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

(Siddhant M. Nandi)



(Siddhant M. Nandi)

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Major Information of the Deed

Deed No :	I-1904-12231/2022	Date of Registration	01/08/2022
Query No / Year	1904-2002320984/2022	Office where deed is registered	
Query Date	29/07/2022 5:27:05 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	MOUSUMI PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL PIN - 700001, Mobile No. : 7003301158, 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 : 25,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,81,88,690/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 25,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

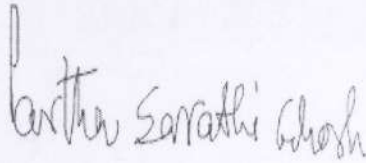
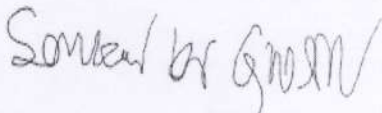
District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Tentultala (gopalpur), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Pin Code : 700136

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	14 Dec		66,73,628/-	Width of Approach Road: 33 Ft.,
L2	LR-2287 (RS :-)	LR-7039	Bastu	Bastu	23.59 Dec		1,12,45,062/-	Width of Approach Road: 33 Ft.,
		TOTAL :			37.59Dec	0 /-	179,18,690 /-	
	Grand Total :				37.59Dec	0 /-	179,18,690 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1000 Sq Ft.	0/-	2,70,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
	Total :	1000 sq ft	0 /-	2,70,000 /-	

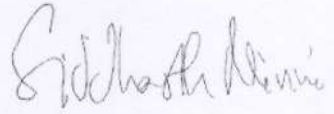
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PARTHA SARATHI GHOSH Son of Late ANNADA PRASAD GHOSH Executed by: Self, Date of Execution: 01/08/2022 , Admitted by: Self, Date of Admission: 01/08/2022 ,Place : Office	Photo  01/08/2022	Finger Print  LTI 01/08/2022	Signature  01/08/2022
GOPALPUR, TENTULTALA, City:- , P.O:- R 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: 01/08/2022 , Admitted by: Self, Date of Admission: 01/08/2022 ,Place : Office				
2	Name Mr SANKAR KUMAR GHOSH Son of Late ANNADA PRASAD GHOSH Executed by: Self, Date of Execution: 01/08/2022 , Admitted by: Self, Date of Admission: 01/08/2022 ,Place : Office	Photo  01/08/2022	Finger Print  LTI 01/08/2022	Signature  01/08/2022
GOPALPUR, TENTULTALA, City:- , P.O:- R GOPALPUR PS NOW NARAYANPUR, P.S:-Airport, District North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx4A, Aadhaar No: 81xxxxxxxx6224, Status :Individual, Executed by: Self, Date of Execution: 01/08/2022 , Admitted by: Self, Date of Admission: 01/08/2022 ,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 700001 , 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	Photo	Finger Print	Signature
	Mr SIDDHARTH MINNI (Presentant) Son of Mr ASHOK MINNI Date of Execution - 01/08/2022, , Admitted by: Self, Date of Admission: 01/08/2022, Place of Admission of Execution: Office	 Aug 1 2022 2:42PM	 LTI 01/08/2022	 01/08/2022
17/S, NEW ALIPORE, Block/Sector: A, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South -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, HARISAVA LANE, City:- , P.O:- BEHALA PS NOW PARNASREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060	 01/08/2022	 01/08/2022	 01/08/2022
Identifier Of Mr PARTHA SARATHI GHOSH, Mr SANKAR KUMAR GHOSH, Mr SIDDHARTH MINNI			

Transfer of property for L1

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

Transfer of property for L2

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

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr PARTHA SARATHI GHOSH	MINI CONSTRUCTION PRIVATE LIMITED-500.00000000 Sq Ft
2	Mr SANKAR KUMAR 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:বাস্তু, 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:বাস্তু, Area:0.05000000 Acre,	Mr SANKAR KUMAR GHOSH

On 01-08-2022

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 12:33 hrs on 01-08-2022, 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 1,81,88,690/-

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

Execution is admitted on 01/08/2022 by 1. Mr PARTHA SARATHI GHOSH, Son of Late ANNADA PRASAD GHOSH, GOPALPUR, TENTULTALA, P.O: R GOPALPUR PS NOW NARAYANPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Professionals, 2. Mr SANKAR KUMAR GHOSH, Son of Late ANNADA PRASAD GHOSH, GOPALPUR, TENTULTALA, P.O: R GOPALPUR PS NOW NARAYANPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

Indetified by Mr SUPRIYO DAS, , , Son of Mr TAPAN KUMAR DAS, 30/1, HARISAVA LANE, P.O: BEHALA PS NOW PARNASREE, 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 01-08-2022 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:- 700001

Indetified by Mr SUPRIYO DAS, , , Son of Mr TAPAN KUMAR DAS, 30/1, HARISAVA LANE, P.O: BEHALA PS NOW PARNASREE, 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 25,105/- (B = Rs 25,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 25,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/07/2022 12:33PM with Govt. Ref. No: 192022230086627738 on 30-07-2022, Amount Rs: 25,021/-, Bank SBI EPay (SBlePay), Ref. No. 9068553796536 on 30-07-2022, Head of Account 0030-03-104-001-16

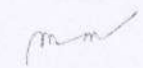
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 73137, Amount: Rs.5,000/-, Date of Purchase: 01/08/2022, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/07/2022 12:33PM with Govt. Ref. No: 192022230086627738 on 30-07-2022, Amount Rs: 35,021/-, Bank SBI EPay (SBlePay), Ref. No. 9068553796536 on 30-07-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 803817 to 803852
being No 190412231 for the year 2022.



mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.08.06 18:42:07 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/08/06 06:42:07 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)