

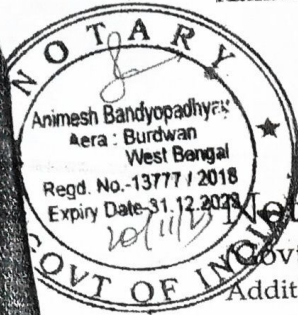
Sl. No. 17545/23

Date: 20 NOV 2023

Animesh Bandyopadhyay
Advocate.
Katwa Court

Residence

Kachari Para Katwa
P.O & P.S - Katwa
Dist - Purba Bardhaman
Pin 713130 W.B.
Mobile - 9434573037



Notary
Govt. of India)
Additional Judges Court, Katwa.

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of The Notaries Act, 1952)

To all to whom these presents shall come I, Animesh Bandyopadhyay duly appointed by the Central Government of India as a NOTARY being authorized to practice as such subject to the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956, as amended by (Amendment) Rules, 2014 made there under in and throughout in District Burdwan in the State of West Bengal within the Union of India do hereby verify/ authenticate / certify attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the **DEVELOPMENT AGREEMENT is executed by Mr. Ujjwal Kumar Sinha son of Late Harihar Sinha of Katwa Telephone Maidan, P.S. Katwa, Dist. Purba Bardhaman.**

... Owner (First part)

AND

Gita Rani Construction a Partnershi Firm at Karbala tala Bagdipara, Katwa, Dist. Purba Bardhaman, represented by its partners -

1. Mr. Rahul Sinha S/O Kalyan Kumar Sinha
2. Mr. Rakesh Kumar Sinha S/O Ujjwal Kumar Sinha
3. Mr. Rohan Sinha son of Alope Sinha ,
all 1 & 3 residing at Telephone Maidan, Katwa
& 2 residing at Karbalatala, Katwa, Dist. Purba Bardhaman

... Developer (Second part).

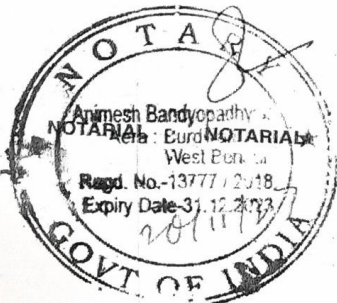
Identified by Kishalay Saha, Advocate, Katwa Court.

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF BEING REQUIRED OF A NOTARY I, THE SAID NOTARY DO HEREBY SUBSCRIBE my hand and affix my Seal of Office at Katwa Burdwan on this the 20th day of NOV in the year of Christ 2023....

Animesh Bandyopadhyay
20/11/23
Animesh Bandyopadhyay
NOTARY.

Animesh Bandyopadhyay
NOTARY, GOVERNMENT OF INDIA
Regd. No -13777 / 2018 Katwa
Burdwan, West Bengal
District -Burdwan

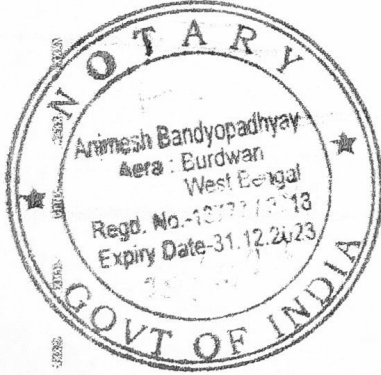


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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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Before the Notary Public Katwa

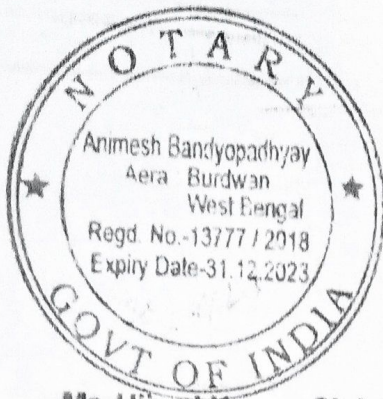
-: DEVELOPMENT AGREEMENT:-

THIS Development Agreement is made on this 20th Day of November, 2023

Between

Animesh Bandyopadhyay
NOTARY, GOVERNMENT OF INDIA
Regd. No -13777 / 2018 Katwa
Burdwan, West Bengal
District -Burdwan

21/11/20



Mr. Ujjwal Kumar Sinha Son of Late Harihar Sinha (PAN AKDPS4490H)

by citizen of India, by faith Hindu, by occupation Business, residing at Katwa Telephone Maidan, P.O. – Katwa, P.S. & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code - 713130 hereinafter referred to as **OWNER** (which expression shall unless repugnant to the context shall mean and his heirs, successors, executors, administrators, legal representatives and or assigns) of the **FIRST PART**.

AND

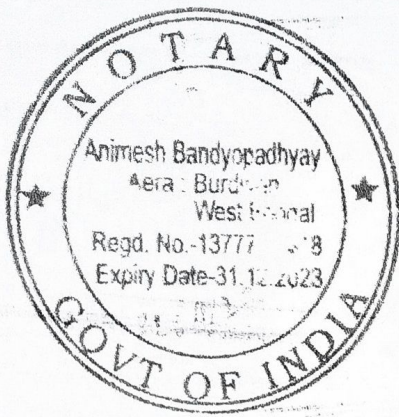
Gita Rani Construction, (PAN AAZFG3144N) a Partnership Firm having its office at Karbala Tala, Bagdipara, Katwa, P.O. - Katwa, P.S. & A.D.S.R.- Katwa, District - Purba Bardhaman, Pin - 713130, represented by its Partners :-

- 1 **Mr. Rahul Sinha son of Mr. Kalyan Kumar Sinha (PAN BSCPS7411J)**
2. **Mr. Rakesh Kumar Sinha son of Mr. Ujjwal Kumar Sinha (PAN EZMPS1560L)**
3. **Mr. Rohan Sinha son of Mr. Alope Sinha, (PAN GIWPS9603H)**

All are by citizen of India, by faith Hindu, by occupation Business, 1 & 3 residing at Telephone Maidan, Katwa, P.O - Katwa, P.S. & A.D.S.R.- Katwa, District - Purba Bardhaman, Pin - 713130 and No 2 residing at Karbalatala Katwa, P.O. - Katwa, P.S. & A.D.S.R.- Katwa, District - Purba Bardhaman, Pin - 713130 hereinafter referred to as **DEVELOPER** (which expression shall unless repugnant to the context shall mean and include the said **DEVELOPER**, their heirs, successors, executors, administrators, legal representatives and or assigns) of the **SECOND PART**.

WHEREAS one Kashiswari Mallick was Previous Owner of all the 08 Decimal of Bastu Land of district Purba Bardhaman, P.S. & A.D.S.R. - Katwa, Mouza - Katwa, R.S. Khatian No - 575, Plot No. – 761 and 08 Decimal of Bhati Land of district Purba Bardhaman, P.S. & A.D.S.R. - Katwa, Mouza - Katwa, R.S. Khatian No - 241, Plot No. - 755 within Katwa Municipality ward No. 5.

Animesh Bandyopadhyay
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Burdwan, West Bengal
District -Burdwan



AND WHEREAS one Dharmadas Mallick was Previous Owner of all the 5.5 Decimal of Bhati Land of district Purba Bardhaman, P.S. & A.D.S.R. - Katwa, Mouza - Katwa, R.S. Khatian No - 587, Plot No. - 763 and 14 Decimal of Land of district Purba Bardhaman, P.S. & A.D.S.R. - Katwa, Mouza - Katwa, R.S. Khatian No - 87, Plot No. - 762 (recorded as Dokan) within Katwa Municipality under ward No - 5.

AND WHEREAS aforesaid Kashiswari Mallick became the owner and absolutely seized and possessed of the aforesaid land being Plot No. 761 & 755 and she died leaving her only son namely Dharmadas Mallick who became owner and possessor of the same by virtue of Hindu Succession Act as the legal heirs of Kashiswari Mallick.

AND WHEREAS aforesaid Dharmadas Mallick became the owner and absolutely seized and possessed of the Properties mentioned in the scheduled below and he died leaving his wife namely Apsari Mallick who became owner and possessor of the same by virtue of Hindu Succession Act as the legal heirs of Dharmadas Mallick.

AND WHEREAS aforesaid Apsari Mallick became the owner and absolute seized and possessed of the Properties mentioned in the scheduled below. Thereafter she executed a will on 21/07/1986 in favour of her Nephew (brother's son) Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha in respect of said Properties as well as other properties. The said will was executed on 21/07/1986 and registered on 29/08/1986 at the office of the Sub-Registrar Katwa.

AND WHEREAS aforesaid Kalyan Kumar Sinha thereafter filed a Will Probate Case being Will Probate Case No. 86/2000/43/1998 before the District Delegate Court, Katwa and Ld. Court granted Probate on 13/09/2001.

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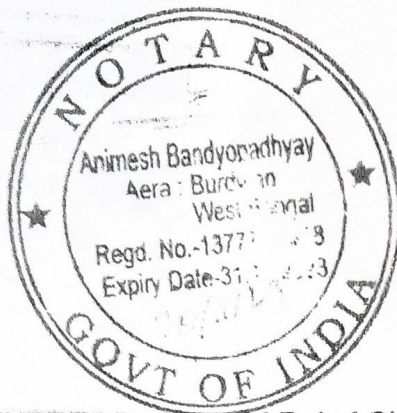
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AND WHEREAS the aforesaid Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha became the owner and absolutely seized and possessed of the Properties mentioned in the scheduled below together with other plots under Katwa Municipality.

AND WHEREAS Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha become the owner and absolutely seized and possessed of the aforesaid land along with their all joint properties Alope Sinha brought a Title Suit in the form of Partition Before the Court of Civil Judge (Sr. Divn) Katwa against his two brother Kalyan Kumar Sinha and Ujjwal Kumar Sinha which enter in the Title Suit No. 149/2017. The aforesaid Title Suit amicably settled and Ujjwal Kumar Sinha got 31.5 decimal of land in the District - Purba Bardhaman P.S, Chouki & A.D.S.R.- Katwa, Mouza - Katwa, R.S. Khatian No - 87, 241, 575 & 587, Plot No. 761, 755, 762 and 763 along with other properties within Katwa Municipality.

AND WHEREAS the Ujjwal Kumar Sinha became the owner and absolutely seized and possessed of the total land admeasuring 31.5 decimal in the District - Purba Bardhaman, P.S - Katwa, Mouza - Katwa, J.L No 21, Plot No - 761, Area 08 decimal and Plot No. 755, Area - 4.9 decimal, Plot No. 762 area 14 decimal and Plot No. 763 area 4.6 decimal under Katwa Municipality and mutated his name in the record of L.R.R.O.R. in L. R. Khatian No 10713 of Mouza - Katwa by paying rent regularly and have also amalgamated the said four plots to treat the same as single unit and has mutated his name in the record of Katwa Municipality by paying tax and absolutely seized and possessed the said properties more fully described in the Schedule hereunder.

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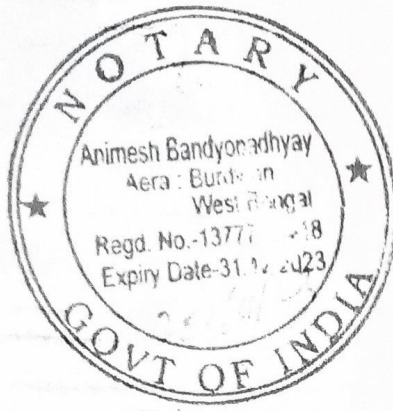
AND WHEREAS aforesaid Rahul Sinha, Rakesh Kumar Sinha and Rohan Sinha such user and enjoyment, desirous of developing the said land by making construction of a multistoried building over the aforesaid land more fully described in the schedule hereunder have enter in to a written Partnership Agreement dated 11/01/2023 and form **Gita Rani Construction, a Partnership Firm having its office at Karbala Tala, Bagdipara, Katwa, P.O - Katwa, P.S. & A.D.S.R.- Katwa, District - Purba Bardhaman, Pin - 713130**, The OWNER handed over the said schedule of land in favour of the **Gita Rani Construction** for developing of the said land by making multistoried building in accordance with the sanctioned Building Plan by the Katwa Municipality.

AND WHEREAS it is required to make an agreement between the land owner and the **Gita Rani Construction, the Developer**; it is agreed and enter into this agreement that Flat/Constructed area/portion should be transferred in accordance with the terms and condition described below to avoid litigations which may or may not be arise in future by and between the parties herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. **Gita Rani Construction** will maintain books of accounts for development/constructing of building and pay the **G. S. T.** to the government as per rule.
2. Every transaction will be carried over/done by **Gita Rani Construction**.
3. **Gita Rani Construction**, the Developer with the confirmation of the owner may sell/ transfer the Flat/Flats or any portion of the said building to anybody.
4. The Developer also empowered to make and construct additional floor in the said building if applied by the owner and approved by the appropriate Authority.

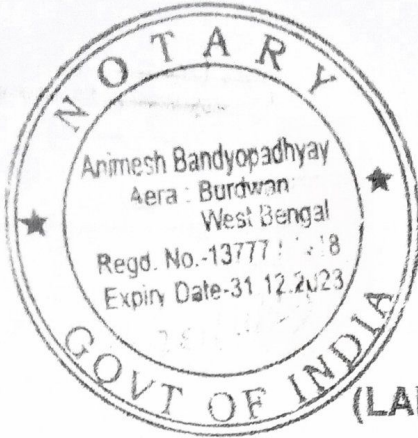
V. Saha
P.S.
Animesh Bandyopadhyay
NOTARY, GOVERNMENT OF INDIA
Regd. No -13777 / 2018 Katwa
Burdwan, West Bengal
District -Burdwan



5. **Gita Rani Construction** will pay the owner the value /price of the land at the rate of Rs 5,70,000/- per decimal for 31.5 decimal of land i.e Rs 1,79,55,000/- (Rupees one crore seventy nine lakh fifty five thousand) only and it should be paid by installment, as and when demanded, during the course after selling of more than 50% of the total number of flats.
6. The Profit & Loss Account should be maintained by **Gita Rani Construction**, the "Partnership Firm" and profit or loss shall belong to and be borne by the partners of **Gita Rani Construction**, as now or to be in future as per agreement of Partnership Deed dated 11/01/2023.
7. The owner has liberty to make revised or addition/ alteration building plan which should be approved by the Katwa Municipality and **Gita Rani Construction** should make construction work as per that revised Plan.
8. It is also declared/ agreed that if the land owner desire/decide to keep any Flat or any portion of the said building with all easementary rights that can be done, but in that case monetary consideration of land will be reduced/ deducted from the total value of land i.e Rs. 1,79,55,000/- (Rupees one crore seventy nine lakh fifty five thousand) only proportionately and the owner will not get the full value of land i.e Rs. 1,79,55,000/- (Rupees one crore seventy nine lakh fifty five thousand) only in terms of monetary consideration.

K. Saha
P.S.

Animesh Bandopadhyay
NOTARY, GOVERNMENT OF INDIA
Regd. No - 13777 / 2018 Katwa
Burdwan, West Bengal
District -Burdwan



SCHEDULE (LANDED PROPERTY)

ALL THAT a piece and parcel of land, Measuring about 31.5 (thirty one point five) decimal approx be the same a little more or less near Karbalatala More (Bagdipara) Katwa, Purba Bardhaman under Katwa Municipality, Ward No. - 5, Holding No. 89, P.S. & A.D.S.R. - Katwa, Mouza - Katwa, J.L. No. - 21, R.S Khatian No. 87, 241, 575 & 587, L.R. Khatian. No. - 10713, R.S. & L.R. Plot No. - 761, Area - 08 decimal, & Plot No. 755, Area - 4.9 decimal, Plot No. 762, Area - 14 decimal and Plot No. 763, Area 4.6 decimal (Total Area - 31.5decimal) along with all easementary rights which is butted and bounded by.

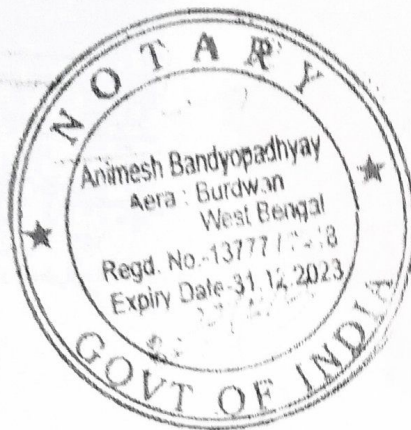
ON THE NORTH: Plot No. 760 and Common Path,

ON THE SOUTH: 5 feet width Common Path.

ON THE EAST: Municipal Metal Road.

ON THE WEST: Plot No 751 (Pond) & Pratul Kanti Ghosh & Brindaban Ghosh & others.

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NOTARY, GOVERNMENT OF INDIA
Regd. No -13777 / 2018 Katwa
Burdwan, West Bengal
District -Burdwan



WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, seals and signature the day, month and year first above written.

Signed Sealed and Delivered by the Owner/ Deloper at Katwa in the Presence of:

Witnesses:

1).....

1. Ujjwal Kumar Sinha

Signature of the Land Owner

Ujjwal Kumar Sinha

2).....

1. Rahul Sinha

(Rahul Sinha)

Prepared by me and signed in
my presence & Identified by me.

Kishalay Saha
AS

Kishalay Saha

Advocate, Katwa Court.

2. Rakesh Kumar Sinha

(Rakesh Kumar Sinha)

3. Rohan Sinha

(Rohan Sinha)

Signature of the Developers

(Gita Rani Construction)

Kishalay Saha
Advocate, Katwa Court
WB-230/2002

Signature of the Executants
Attested on Identification

Animesh Bandyopadhyay
NOTARY, GOVERNMENT OF INDIA
Regd. No. -13777/2018 Katwa
Katwa, Burdwan, West Bengal
District-Burdwan

SI No. -

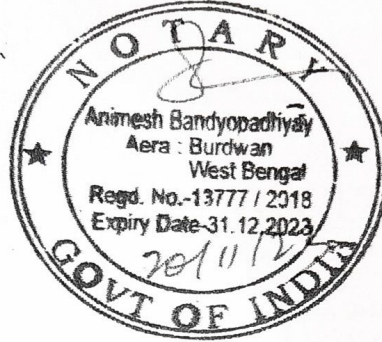
17545/23 Date: 20/11/23

Animesh Bandyopadhyay

Advocate Notary Public

Govt. of India

Katwa Court



INSTRUMENT
IN THE MATTER OF
Instrument - "A"
AND
IN THE MATTER OF
NOTARIAL CERTIFICATE



Residence :

Animesh Bandyopadhyay

Kachari Para

P.O. & P.S. - Katwa

Dist. - Purba Bardhaman

Pin - 713130, W.B.

Mobile : 9434573037