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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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It is certified that the document is admitted in registration. The Signature sheet and the reimbursement sheets, attached with the document are the part of this document.

Adi. District Sub-Registrar,  
Sonarour South 24 Parganas

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**DEVELOPMENT AGREEMENT**

*THIS DEED OF DEVELOPMENT AGREEMENT is made and executed on this 17<sup>th</sup> Day of December 2025 (Two Thousand Twenty-Five).*

No 1938

Date

17-12-2025

Rs

Name

Mr. Rajita Chhosh m/s

Address

High Court Calcutta

**SANKAR KUMAR SARKAR**  
STAMP-VENDOR  
SONARPUR A.D S R. OFFICE  
24 PARGANAS (SOUTH)

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Add. Dist.-Sub Register  
Sonarpur  
South 24 Parganas

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Tapas baid  
S/O H. baid  
Sonarpur  
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## BETWEEN

1. **SHRI SHYAMAL GHOSH**, alias Shyamal Kumar Ghosh, son of late Panchu Gopal Ghosh having his Income Tax Permanent Account No. (AEJPG6559F), and Aadhaar No. (8316 4613 0544), by Faith-Hindu, by Nationality: Indian, by Occupation- Service, residing at Elachi, Baguipara Road, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-South 24 Parganas, in the State of West Bengal. 2. **SHRI PRATAP CHANDRA GHOSH**, son of late Kamal Kumar Ghosh having his Income Tax Permanent Account No. (ADYPG 7662B), and Aadhaar No. (5923 3998 6316), by Faith-Hindu, by Nationality-Indian, by Occupation- Business, residing at Purbanchal, Madarhat Road, Post Office & Police Station-Baruipur, Kolkata-700144, District-South 24 Parganas, in the State of West Bengal. 3. **SHRI SPANDAN GHOSH**, son of Shyamal Kumar Ghosh having his Income Tax Permanent Account No. (DDJPG 1159M), and Aadhaar No. (2692 4768 7621), by Faith-Hindu, by Nationality: Indian, by Occupation- Service, residing at Elachi, Baguipara Road, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-South 24 Parganas, in the State of West Bengal. 4. **SMT SAGARIKA GHOSH**, wife of Shyamal Kumar Ghosh having her Income Tax Permanent Account No. (AWAPG 0855D), and Aadhaar No. (2692 4768 7621), by Faith-Hindu, by Nationality: Indian, by Occupation- House Wife, residing at Elachi, Baguipara Road, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-South 24 Parganas, in the State of West Bengal hereinafter jointly referred to as **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, the executor(s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**

## AND

**SUUCASA CENTRINO REALTY LLP** a Limited Liability Partnership concern, having its Income Tax Permanent Account Number (AFUFS 2552N), having its registered office at 825, Mahamayatala Road, Post Office- Garia, Police Station-Erstwhile Sonarapur, presently Narendrapur, Kolkata-700084, District-South 24 Parganas West Bengal, duly represented by one of its partner namely **SHRI NIKHIL GHOSH**, having his Income Tax Permanent Account (ADMPG 4391D), and Aadhaar Number (3228 2453 7680) son of late Haran Chandra Ghosh, residing at 825, Mahamayatala Road, Post Office- Garia, Police Station-Erstwhile Sonarapur, presently Narendrapur, Kolkata-700084, District-South 24 Parganas West Bengal, hereinafter referred to as the **DEVELOPER** (which expression shall, unless repugnant to the context shall mean and include it's successors-in-Office, the executor(s), representative(s), administrator(s), men, agents and/or assigns) of the **SECOND PART**.

1. **DEVOLUTION AND/OR BACKGROUND OF TITLE:** Title of ownership flows as follows from time to time. The **Land Owners** herein are the absolute owners of **ALL THAT** piece and parcel of Land measuring an area of **20 Cottahs 13 Chittaks 18 Sq. Ft.** more or less, together with a Tin Shaded Cemented Flooring Residential structure measuring



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an area more or less 200 Square Feet standing thereupon which are collectively lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142 Corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 92, 93, being Municipal Holding No. 797, S.N. Ghosh Avenue, assessee No. 1104302761590, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata -700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, which is more fully particularly described in the **FIRST SCHEDULE** hereunder written. The ownership of the property is divided into plots they are as follows:

1.1. One Jitendrav Nath Mondal, Khagendra Nath Mondal, Upendra Nath Mondal, Sanatan Mondal and Hiralal Mondal, were the joint and absolute recorded owners of all that piece and parcel of land measuring about 13.5 Decimal lying and situated at Mouza Elachi, R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809,810 and 811, J.L. No.70, Police Station- Sonarpur, District South 24 Parganas.

1.2. While they were enjoying the aforesaid property, they have sold, conveyed, and transferred the aforesaid property unto and in favour of Smt. Ujjala Ghosh by virtue of a registered Deed of Conveyance which was duly registered at the office of the Additional District Sub-Registrar Sonarpur, recorded in Book No. I, Volume No.23, Pages 267 to 272, being No.1857 for the year 1962.

1.3. While said Ujjala Ghosh was enjoying her aforesaid property, free from all sorts of encumbrances sold, conveyed, and transferred her entire aforesaid property unto and in favour of one Raghunath Mukherjee by virtue of a registered Deed of Conveyance dated 27<sup>th</sup> June 1968 which was duly registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No.80, pages from 188 to 195, being No.7495 for the year 1968.

1.4. While said Raghunath Mukherjee was enjoying his aforesaid property died intestate leaving behind his wife, Gita Mukherjee, and two sons, Pinaki Mukherjee and Subhro Mukherjee, as his legal heirs and successors who have inherited his share over the aforesaid property.

1.5. While said Gita Mukherjee, Pinaki Mukherjee, and Subhro Mukherjee were enjoying their aforesaid property, they sold, conveyed, and transferred all that 13.5 Decimal land unto and in favour of Smt. Arati Biswas, by virtue of a registered Deed of Conveyance dated 9<sup>th</sup> December 1981, which was duly registered at the office of the District Registrar at Alipore, recorded as Deed No.13273 for the year 1981.

1.6. While said Arati Biswas was enjoying her aforesaid property, free from all sorts of encumbrances, sold, conveyed, and transferred her all that 13.5 Decimal land unto and in



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favour of one Bina Chowdhury by virtue of a Deed of Conveyance which was duly registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No.84, pages from 74 to 83, being No.2696 for the year 1983.

1.7. While said Bina Chowdhury, was enjoying her all that 13.5 Decimal land, free from all sorts of encumbrances, in order to sell, convey and transfer her aforesaid property, she appointed one Arun Kumar Chowdhury as his Constituted Attorney in respect of the said property by virtue of a General Power of Attorney, Being no. 274 for the year 1990. Therefore, said Arun Kumar Chowdhury by virtue of the said Power of Attorney, has sold, conveyed and transferred all that piece and parcel of land measuring about 5 Cotthas 5 Chittaks 35 Sq. Ft (equivalent to 8.86 Decimal) unto and in favour of Smt. Ratna Chowdhury, by virtue of a Deed of Conveyance dated 23<sup>rd</sup> May 1990, registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, being Deed No.3716 for the year 1990.

1.8. While said Bina Chowdhury, was enjoying all that remaining land out of 13.5 Decimal free from all sorts of encumbrances, through his constituted attorney Arun Kumar Chowdhury, has sold, conveyed, and transferred all that piece and parcel of land measuring about 2 Cotthas 9 Chittaks 31 Sq. Ft. unto and in favour of Shyamal Kumar Ghosh by virtue of a Deed of Conveyance dated 23<sup>rd</sup> May 1990, registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, Volume No. 72, pages from 235 to 247, being Deed No.3697 for the year 1990.

1.9. While said Shyamal Kumar Ghosh was enjoying his all that 2 Cotthas 9 Chittaks 31 Sq. Ft. land lying and situated at Mouza Elachi, R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809,810 and 811, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas, has sold, conveyed and transferred all that piece and parcel of land measuring about 2 Cottahs 9 Chittack 31 Sq. Ft. (equivalent to 4.30 Decimal) unto and in favour of Smt. Manjula Mukhopadhyay by virtue of a registered Deed of Conveyance, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, being No.3512 for the year 1991.

1.10. While said Manjula Mukhopadhyay, was enjoying his all that 2 Cotthas 9 Chittaks 31 Sq. Ft. land lying and situated at Mouza Elachi, R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809,810 and 811, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas, has sold, conveyed and transferred all that piece and parcel of land measuring about 2 Cottahs 9 Chittack 31 Sq. Ft. unto and in favour of Rabi Raj by virtue of a registered Deed of Conveyance dated 10<sup>th</sup> December 1993, registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No. 299, pages 49 to 55 Being No.15972 for the year 1993.

1.11. While said Rabi Raj, was enjoying his all that 2 Cotthas 9 Chittaks 31 Sq. Ft. land, free from all sorts of encumbrances, has been sold, conveyed and transferred the same unto and in favour of Pratap Chandra Ghosh by virtue of a registered Deed of Conveyance dated



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9<sup>th</sup> January 2014, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, CD Volume No. I, pages from 3184 to 3204, being No.207 for the year 2014. Thus, by virtue of the said Deed of Conveyance dated 9<sup>th</sup> January 2014, said Pratap Chandra Ghosh became the owner of all that piece and parcel of land measuring about 2 Cottahs 9 Chittacks and 31 Sq. Ft., lying and situated at R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809, 810 and 811 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas within the jurisdiction of the District Sub-Registrar at Sonarpur. After becoming the owner of the aforesaid property, he has recorded his name with the records of the BL & LRO, Sonarpur, while new L.R. Khatian No.2715 under L.R. Dag No.74 was issued in his favour.

**1.12.** While said Ratna Chowdhury, was enjoying all her 5 Cottahs 5 Chittack 35 Sq. Ft. of land, free from all sorts of encumbrances, sold, conveyed and transferred the same unto and in favour of Asit Kumar Roy by virtue of a registered Deed of Conveyance dated 18<sup>th</sup> May 1992, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, Volume No.52, pages from 379 to 386, being No.3943 for the year 1992. Thus, by virtue of the said Deed of Conveyance dated 18<sup>th</sup> May 1992, said Asit Kumar Roy became the owner of all that piece and parcel of land measuring about 5 Cottahs 5 Chittacks and 35 Sq. Ft., lying and situated at R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809, 810 and 811 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas within the jurisdiction of the District Sub-Registrar at Sonarpur.

**1.13.** While said Asit Kumar Roy, was enjoying all his 5 Cottahs 5 Chittack 35 Sq. Ft. of land, free from all sorts of encumbrances, has been sold, conveyed, and transferred all that piece and parcel of land measuring about 2 Cottahs 10 Chittack 40 Sq. Ft. unto and in favour of Shyamal Kumar Ghosh by virtue of a registered Deed of Conveyance dated 14<sup>th</sup> September 2003, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, Volume No.140, pages from 98 to 107, being No.7918 for the year 2003. Thus, by virtue of the said Deed of Conveyance dated 14<sup>th</sup> September 2003, said Shyamal Kumar Ghosh became the owner of all that piece and parcel of land measuring about 2 Cottahs 10 Chittacks and 40 Sq. Ft., lying and situated at R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809, 810 and 811 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas within the jurisdiction of the District Sub-Registrar at Sonarpur. After becoming the owner of the aforesaid property, he recorded his name with the records of the BL & LRO, Sonarpur, while new L.R. Khatian No.2716 under L.R. Dag No.74 was issued in his favour.

**1.14.** One Panchu Gopal Ghosh, Amarendra Nath Ghosh, Panjibala Ghosh and others were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land, including the area of R.S. Dag Nos. 80, 81 of Elachi Mouza, J.L. No. 70, P.S. Sonarpur, District South 24-Parganas.

**1.15.** While enjoying the said properties said Panchu Gopal Ghosh, Amarendra Nath Ghosh, Panjibala Ghosh and other co-sharers executed a Deed of Partition on 12<sup>th</sup> December



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1961 regarding their properties, including the area of R.S. Dag Nos. 80, 81 of Elachi Mouza, which was duly registered at the office of the Additional District Sub Registrar office at Baruipur and recorded in Book No. I, Volume No-106, Pages- 245 to 277, being No.9571 for the year 1961.

**1.16.** By virtue of the said deed of partition, said Panchu Gopal Ghosh, being the third part therein, got the property, including an area of 11 Decimal of Bagan land situated in R.S. Dag Nos. 80 and 3 Decimal out 10 Decimals of Shali land in R.S. Dag No. 81 of Elachi Mouza, J.L. No. 70, morefully mentioned in schedule (Gha) of the said Deed of Partition and Smt. Panjibala Ghosh & Amarendra Nath Ghosh being the First Part of the aforesaid deed of partition, got the property, including the area of 7 Decimal out of 10 Decimals in R.S. Dag No.81 of Mouza- Elachi.

**1.17.** While enjoying the share over the land situated at R.S. Dag No. 81 at Mouza- Elachi, said Panjibala Ghosh on 20<sup>th</sup> May 1979 executed a deed of settlement in favour of Amarendra Ghosh, which was duly registered at the office of and after the demise of said Panjibala Ghosh, said Amarendra Nath Ghosh became the absolute owner of the land measuring 7 Decimal out of 10 Decimals situated in R.S. Dag No.81.

**1.18.** While said Panchu Gopal Ghosh was enjoying his aforesaid land free from all sorts of encumbrances, he had sold, conveyed and transferred all that land measuring about 6 Cottahs 8 Chittaks 41 Sq. Ft. situated in R.S. Dag No. 80, R.S. Khatian No.915 of Elachi Mouza, J.L. No. 70 to Sri Somnath Mukhopadhyay, by virtue of a registered deed of conveyance which was duly registered at the office of Additional District Sub Registrar at Sonarpur and recorded in Book No. I, Volume No.61, Pages- 100 to 105, being No.3513 for the year 1991.

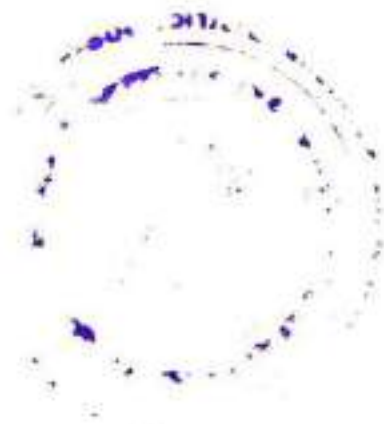
**1.19.** While said Somnath Mukhopadhyay was enjoying his aforesaid property, he had sold, conveyed and transferred the land measuring more or less 1 Cottah 12 Chittaks 12 Sq. Ft. out of 6 Cottahs 8 Chittaks 41 Sq.Ft. unto and in favour of Reba Rani Biswas by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. Volume No.93, Pages from 327 to 333, being No.4942 for the year 1991.

**1.20.** While said Panchu Gopal Ghosh and Sri Amarendra Ghosh were enjoying there all that aforesaid property situated in R.S Dag No. 81 of Mouza-Elachi had jointly sold, conveyed and transferred the land measuring more or less 5 Cottahs 14 Chittaks 25 Sq. Ft. situated in R.S. Dag No.81, R.S. Khatian No.42 of Elachi Mouza, J.L. No. 70 unto and in favour of Sri Somnath Mukhopadhyay, by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. Volume No.61, Pages From 106 to 112 being No.3514 for the year 1991.



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**1.21.** While said Somnath Mukhopadhyay was enjoying the aforesaid property free from all sorts of encumbrances he had sold, conveyed and transferred all that land measuring more or less 4 Cottahs 12 Chittaks 12 Sq. Ft. in R.S. Dag No.80, C.S. Khatian No.39, R.S. Khatian No.915 of Elachi Mouza, J.L. No. 70 in 1993 to Sri Rabi Raj, by executing a registered deed of conveyance which was duly registered at the office of the District Sub Registrar at Alipore and duly recorded in Book No. I, Volume No. 194, Pages from 290 to 297, being No. 10446 for the year 1993.

**1.22.** While said Somnath Mukhopadhyay was enjoying his aforesaid property free from all sorts of encumbrances, he had sold the land measuring more or less 5 Cottahs 14 Chittak 25 Sq. Ft. in R.S. Dag No.81, R.S. Khatian No.42 of Elachi Mouza, J.L. No. 70 unto and in favour of one Arjun Raj, son of Sri Rabi Raj by executing a registered deed of conveyance which was duly registered at the office of the District Sub Registrar at Alipore and duly recorded in Book No. I, Volume No. 194, pages- 271 to 279, being No. 10444 for the year 1993.

**1.23.** While said Arjun Raj was enjoying his aforesaid property free from all sorts of encumbrances he has sold, conveyed and transferred the land measuring more or less 5 Cottahs 2 Chittaks 30 Sq. Ft. in R.S. Dag No.81, R.S. Khatian No.42 of Elachi Mouza, J.L. No. 70 unto and in favour of Sagarika Ghosh, by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. C.D. Volume No. I, Pages 3229 to 3241, being No.00202 for the year 2014. Thus, by virtue of the aforesaid deed of conveyance said Sagarika Ghosh became the absolute owner of the aforesaid property in respect of which she has duly recorded her name with the records of BL & LRO while new L.R. Khatian No.2978 was created under L.R. Dag No.77 she has also recorded her name with the records of Rajpur Sonarpur Municipality under Holding No.613, S.N. Ghosh Avenue, Assessee No. 1104302169482.

**1.24.** While said Rabi Raj was enjoying his aforesaid property free from all sorts of encumbrances has sold, conveyed and transferred the land measuring more or less 4 Cottahs 12 Chittaks 12 Sq. Ft. situated in R.S. Dag No.80, R.S. Khatian No.915 of Elachi Mouza unto and in favour of Sri Pratap Chandra Ghosh by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. Pages from 3205 to 3216, being No.00206 for the year 2014. By virtue of the aforesaid deed of conveyance said Pratap Chandra Ghosh became the absolute owner of the aforesaid land in respect of which he has duly recorded his name with the records of BL & LRO while new L.R. Khatian No.2871 was created under L.R. Dag No.76.

**1.25.** By virtue of a Deed of Partition dated 2<sup>nd</sup> December 1961, duly registered at the office of the Additional District Sub-Registrar at Baruipur, recorded in Book No. I, Volume No.106, pages 2452 to 2777, being No.9571 for the year 1961, one Panchu Gopal Ghosh became the sole and absolute owner of all that piece and parcel of land measuring about 2 Decimal more



  
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or less situated in R.S. Dag No.93 and 6 Decimal more or less situated in R.S. Dag No.96, under R.S. Khatian No.915 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas, morefully described in (Gha) Schedule mentioned in the said partition deed.


1.26. While said Panchu Gopal Ghosh was enjoying his aforesaid property free from all sorts of encumbrances, died intestate leaving behind his only son, Shyamal Kumar Ghosh and three daughters, namely, Bandana Ghosh, Chandana Ghosh, and Alpana Kapat (Ghosh) as his legal heirs and successors and after demised of the said Panchu Gopal Ghosh, his only son Shyamal Kumar Ghosh, filed a Title Suit, being No.205 of 2001, before the Learned Court of Civil Judge (Senior Division) at Baruipur against Smt. Alpana Kapat and others, wherein vide final Solenama dated 1<sup>st</sup> July 2002, said Shyamal Kumar Ghosh became the owner of all that piece and parcel of land measuring about 2 Decimal situated in R.S. Dag No.93 and 6 Decimals situated in R.S. Dag No.96, under R.S. Khatian No.915 of Mouza Elachi, P.S. Sonarpur, District South 24 Parganas. After becoming the owner of the aforesaid property, he has recorded his name with the records of the BL & LRO, Sonarpur, while new L.R. Khatian No.1197 under L.R. Dag No.89 and 92 was issued in his favour.

1.27. While said Shyamal Kumar Ghosh was enjoying his all that piece and parcel of land measuring about 4 Cottahs 10<sup>th</sup> Chittacks more or less (The split of land being 1 Cottah Doba land in L.R. Dag No.89 and Bagan land measuring about 3 Cottahs 10 Chittacks in L.R. Dag No.92 under Khatian No.1197) of Mouza Elachi, Police Station-Sonarpur, Ward No.26 of Rajpur Sonarpur Municipality, District South 24 Parganas, West Bengal, by virtue of a Deed of Gift dated 24<sup>th</sup> January 2020, has conveyed and transferred the entire aforesaid property unto and in favour of his son, namely, Spandan Ghosh, which was duly registered at the office of the Additional District Sub-Registrar Sonarpur, recorded in Book No. I, Volume No.1608-2020, pages from 11928 to 11950, being No.00303 for the year 2020. Thus, by virtue of the said Deed of Gift dated 24<sup>th</sup> January 2020, said Spandan Ghosh became the owner of the aforesaid property in respect of which he recorded his name in the records of the BL & LRO Sonarpur, while Khatian No.3422 was duly issued in his favour.

1.28. One Reba Rani Biswas, wife of late Sushil Kumar Biswas, by virtue of a Deed of Conveyance dated 18<sup>th</sup> April 1957, executed by Sri Nirendra Nath as vendor therein, became the sole, absolute, and recorded owner of all that piece and parcel of land measuring about 2 Cottahs 1 Chittack (equivalent to 3.40 Decimal), lying and situated at Mouza Elachi, R.S. Dag No.97, R.S. Khatian No.31, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas, West Bengal. The said Deed of Conveyance, was registered at the office of District Registrar Alipore Sadar, recorded in Book No. I, Volume No.44, Pages from 19 to 21, being No.1746 of 1957.

1.29. While said Reba Rani Biswas was enjoying her aforesaid property free all sorts of encumbrances, sold, conveyed and transferred all that piece and parcel of land measuring about 2 Cottahs 1 Chittack lying and situated at Mouza Elachi, R.S. Dag No.97, R.S. Khatian No.31, J.L. No.70, Police Station- Sonarpur, District South 24 Parganas, West Bengal, unto



  
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and in favour of Mantu Das, by virtue of a registered Deed of Conveyance dated 30<sup>th</sup> April 1993, duly registered at the office of the Additional District Sub Registrar at Sonarpur recorded in Book No. I, Volume No.43, pages from 62 to 66, being No.3055 for the year 1993. Thus, by virtue of the said Deed of Conveyance dated 30<sup>th</sup> April 1993, the said Mantu Das became the owner of the aforesaid and started enjoying the same by paying regular tax to the concerned authorities.

1.30. While said Mantu Das was enjoying his aforesaid property free from all sorts of encumbrances, sold, conveyed and transferred all that piece and parcel of land measuring 2 Cottahs 1 Chittack lying and situated at Mouza Elachi, R.S. Dag No.97, R.S. Khatian No.31, J.L. No.70, Police Station- Sonarpur, District South 24 Parganas, West Bengal, unto and in favour of Tuhin Kumar Gyne, by virtue of a registered Deed of Conveyance dated 25<sup>th</sup> February 2008, which was duly registered at the office of the Additional District Sub Registrar at Sonarpur recorded in Book No. I, CD Volume No. I, pages from 5110 to 5121 being No.1230 for the year 2008. Thus, by virtue of the said Deed of Conveyance dated 25<sup>th</sup> February 2008, the said Tuhin Kumar Gyne became the owner of the said property. Thereafter, he recorded his name in respect of the aforesaid property in the records of the BL & LRO, Sonarpur, while L.R. Khatian No.1295 was issued against LR. Dag No.93, in his favour.

1.31. While said Tuhin Kumar Gyne was enjoying his aforesaid property free from all sorts of encumbrances, sold, conveyed and transferred all that piece and parcel of land measuring 2 Cottahs 1 Chittack lying and situated at Mouza Elachi, R.S. Dag No.97, L.R. Dag No.93, R.S. Khatian No.31, L.R. Khatian No.1295, J.L. No.70, within the jurisdiction Additional District Sub Registrar at Sonarpur, District South 24 Parganas, West Bengal, unto and in favour of Shyamal Ghosh, which was duly registered at the office of the Additional District Sub Registrar at Sonarpur recorded in Book No. I, Volume No.1608-2016, pages from 68331 to 68347, being No.02916 for the year 2016. Thus, by virtue of the said Deed of Conveyance dated 1<sup>st</sup> June 2016, the said-Shyamal Ghosh became the owner of the said property. Thereafter, he has recorded his name in respect of the aforesaid property in the records of the BL & LRO, Sonarpur, while L.R. Khatian No.2716 was issued against LR. Dag No.93, in his favour.

1.32. While said Shyamal Kumar Ghosh, Pratap Chandra Ghosh, Sagarika Ghosh, and Spandan Ghosh enjoying their **ALL THAT** piece and parcel of Land measuring an area of 21 Cottahs 5 Chittaks 38 Sq. Ft. more or less, together with a Tin Shaded Cemented Flooring Residential structure measuring an area more or less which are collectively lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142 Corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 93, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 89, 92, 93, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata -700103, District- South 24-Parganas, within the



jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, entered into a registered development agreement with Golden Leaf Realtors LLP on 8<sup>th</sup> October 2020 which was duly registered at the office of ADSR Sonarpur and Recorded in Book No.-I, Volume No. 1608-2020, pages from 100495 to 100554 being no. 3339 for the year 2020. Therefore, a Development power was duly registered on 8<sup>th</sup> November 2020, duly registered at the office of ADSR Sonarpur and recorded in Book No.-I, Volume No. 1608-2020, pages from 101887 to 101918 being no. 3398 for the year 2020.

**1.33.** Due to some personal difficulties, the Developer could not proceed with the development work and therefore canceled the Development Agreement on the 8<sup>th</sup> Day of November 2023 by executing a Deed of Revocation of Development Agreement which was duly registered at the office of ADSR Sonarpur and recorded in Book No.-I, Volume No. 1608-2023, pages from 178547 to 178567 being no. 9049 for the year 2023. The land owners also cancelled the power by executing a Revocation of Power which was duly registered at the office of Additional District Sub Registrar at Sonarpur and recorded in Book No.-IV, Volume No. 1608-2023, pages from 5826 to 5843 being no. 0491 for the year 2023.

**1.34.** While said Shyamal Kumar Ghosh, Pratap Chandra Ghosh, Sagarika Ghosh, and Spandan Ghosh, enjoying their **ALL THAT** piece and parcel of Land measuring an area of 21 Cottahs 5 Chittaks 38 Sq. Ft. more or less, which are collectively lying and situated within Mouza- Elachi, comprised and contained in J.L. No. 70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142, corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 93, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 89, 92, 93, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata -700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, entered into a registered development agreement with M/s Durga Construction on 31<sup>st</sup> May 2024 which was duly registered at the office of Additional District Sub registrar at Sonarpur and Recorded in Book No.-I, Volume No. 1608-2024, pages from 88686 to 88728, Being no. 04610 for the year 2024. Therefore, a development power was duly registered on 31<sup>st</sup> May 2024, duly registered at the office of the additional District Sub Registrar at Sonarpur and recorded in Book No.-I, Volume No. 1608-2024, pages from 88729 to 88755 being no. 4611 for the year 2024.

**1.35.** After the execution of the Development Agreement developer therein applied for obtaining a sanction plan for the construction of a multi-storied buildings over the Schedule-mentioned property. Subsequently, the developer obtained the Sanction Building plan from the Rajpur Sonarpur Municipality, vide Building permit no. SWS-OBPAS/2207/2025/2545 on 30<sup>th</sup> October 2025 for the construction of Multi Storied building over the scheduled property.

**1.36.** Due to some technical errors in the aforesaid development agreement as well as in the development power the parties have jointly and amicably had Cancelled the aforesaid



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Development Agreement, which was duly registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No. I, Volume 1608, Being No. 10322 for the year 2025, and the Cancellation of Development Power of Attorney which was duly registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No. II/Volume No. 1608, Being No. 192 for the year 2025. Hence, the present Deed of Cancellation of the development agreement is executed.

1.37. That while said Shyamal Kumar Ghosh, Pratap Chandra Ghosh, Sagarika Ghosh, and Spandan Ghosh enjoying their **ALL THAT** piece and parcel of Land measuring an area of **20 Cottahs 13 Chittaks 18 Sq. Ft.** more or less, together with a Tin Shaded Cemented Flooring Residential structure measuring an area more or less 200 Square Feet standing thereupon which are collectively lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142 Corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 92, 93, being Municipal Holding No. 797, S.N. Ghosh Avenue, assessee No. 1104302761590, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata -700103, District-South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, with the intention of beneficial and profitable users of the **SAID PREMISES** has approached the Developer with a proposal of development of the above mentioned **SAID PREMISES** on Joint Venture Basis for mutual interest and benefit.

1.38. The developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder and also agreed to enter into this joint venture agreement for further guidance concerning mutual rights and obligations.

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AND THIS DEVELOPMENT OF AGREEMENT WITNESSETH AS FOLLOWS:**

## **2. DEFINITION**

2.1. **OWNERS:** Shyamal Kumar Ghosh, Pratap Chandra Ghosh, Sagarika Ghosh, and Spandan Ghosh are jointly hereinafter referred to as the owners.

2.2. **DEVELOPER:** SUUCASA CENTRINO REALTY LLP a Limited Liability Partnership concern, having its Income Tax Permanent **Account Number (AFUFS 2552N)**, having its registered office at 825, Mahamayatala Road, Post Office- Garia, Police Station- Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, District-South 24 Parganas West Bengal, duly represented by its partner namely **SHRI NIKHIL GHOSH**, having his Income Tax Permanent Account (**ADMPG 4391D**), and Aadhaar Number (**3228 2453 7680**) son of late Haran Chandra Ghosh, residing at 825, Mahamayatala Road, Post Office- Garia,



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Police Station-erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, District-South 24 Parganas West Bengal, hereinafter referred to as the **DEVELOPER**.

**2.3. THE COMMON AREAS:** means the areas in the Project Complex meant for common use and enjoyment and include Path, roads, gardens, passages, open spaces, lobby, staircase, lift, and those more fully described in the Second Schedule hereunder but do not include the saleable Area.

**2.4. THE COMMON SERVICES:** means all essential services, facilities, and utilities in the Project Complex such as water and electricity, lift, plumbing, drainage, sewerage, etc. And includes all equipment, apparatus, fitting, and plumbing required for providing such services facilities, and utilities.

**2.5. THE CUSTOMERS:** means the persons who shall book and/or enter into agreements for purchasing and acquiring the Units and/ or Parking in the Project Complex.

**2.6. COMMENCEMENT DATE:** means the date of plan sanction from the Rajpur-Sonarpur Municipality.

**2.7. DEVELOPER ALLOCATION:** In accordance with the terms and conditions of this development agreement contained therein, the developer shall be entitled to 64% of the total gross revenue from the total sale proceeds in respect of the said proposed building more fully and particularly described herein. The developer shall be entitled to sell, transfer, lease, and/or otherwise deal with the developer's allocation as well as the Landowners Allocation with the proportionate share in the land as it deems fit and proper and shall be entitled to enter into agreements and other commitments with any other party or parties in regard to the disposal thereof.

**2.8. "MAIN PATH"** means the path or passage or roads of the Project Complex connecting the Municipality Road on the northern side of the said Land.

**2.9. "MAINTENANCE ORGANIZATION"** means any association or organization as shall be formed by the Developer for maintenance of the Project Complex and shall mean the Developer until the formation of such marketing of the Project Complex.

**2.10. "MISCELLANEOUS EXPENSES"** means all payments received and/or receivable from the Customers other than the purchaser Consideration and includes the following:

- a. GST on the Purchase Consideration;
- b. Payment against any extra or additional work carried out by the Developer in any unit;
- c. Security Deposit;
- d. Maintenance Charges;



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e. Legal fees;

f. Payment towards registration of the deeds including Stamp duty, registration charges, and other incidental expenses;

g. Any amount receivable by the Developer from the Customer apart from the purchase Consideration of the units and parking.

**2.11. PROJECT COMPLEX** means that the said land together with the building and other structures shall be constructed or developed thereon by the Promoter/Developer in pursuance of this Agreement.

**2.12. PROJECT HAND OVER DATE** means the date on which the Promoter /Developer hands over possession of the Units in the Project Complex to the Customers.

**2.13. PROJECT TAXES** means goods and GST, TDS, or any other tax or imposition that may be levied or imposed by the Government on the construction, development, execution, and marketing of the Project Complex.

**2.14. PROPERTY TAX** means Land revenue and Municipal Taxes levied or livable on the said land and/ or the Project Complex.

**2.15. PROPORTION OR PROPORTIONATE** means in the context of allocation of the parties shall be proportionate which the Owners Allocation bears to the Developer's Allocation at any given point of time.

**2.16. PURCHASE CONSIDERATION** means the value and/ or price of the Units and parking payable by the Customers for Purchasing and/or acquiring and parking but does not include GST on the Purchase consideration or the miscellaneous Receipts.

**2.17. PARKING:** means covered and open car or scooter parking spaces comprised in the project complex.

**2.18. M.R. ACCOUNT:** means a separate bank account to be opened by the Developer in its name with any scheduled Bank wherein all Miscellaneous Receipts received from the Customer shall be deposited and/or credited.

**2.19. OWNERS ALLOCATION:** In accordance with the terms and conditions of this development agreement, contained herein, the Landowners will be entitled to receive 36% of the total gross revenue from the total sale proceeds in respect of the said proposed building, more fully and particularly described herein. Along with a sum of Rs.10,00,000/- (Ten Lakhs Only) as refundable security deposit, out of which a sum of Rs.1,00,000/- payable before execution of the Development Agreement and Rs.9,00,000/- to be payable after initiation of the construction over the first schedule mentioned property. The said 36% payment would include TDS, GST, and other Government Taxes as applicable. It is pertinent to mention that



  
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all the sales as well as the receive and profit thereof shall be divided amongst the parties based on their ratio in this agreement. If anything remains unsold the same shall remain to both parties herein. The Landowners shall be liable to pay the applicable Goods and Service Tax, Municipal Development Charges, TDS, and other Government Taxes as applicable over "OWNERS ALLOCATION". The payment of the Landowners allocated revenue shall be payable on or after receipt of the completion certificate in respect of the said building from the competent authority.

**2.20. THE PROJECT:** means a housing project with commercial spaces if any, to be constructed and developed on the said land by the promoter/Developer in terms of this Agreement.

**2.21. THE SAID LAND:** means ALL THAT piece and parcel of Land measuring an area of **20 Cottahs 14 Chittaks 23 Sq. Ft.** more or less, lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, under R.S. Dag Nos. 78, 80, 81, 96, and 97 appertaining to R.S. Khatian No. 31, 915, 807, 808, 809, 810, 811, and 142 corresponding to LR. Dag Nos. 74, 76, 77, 92, 93, appertaining to L.R. Khatian Nos. 2715, 2716, 2871, 2978, and 3442, being Municipal Holding No.797, S.N. Ghosh Avenue, Assessee No! 1104302761590, situated within the Local Jurisdiction of the Ward No.26 of Rajpur Sonarpur Municipality, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata -700103, District-South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal which is more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**2.22. UNITS:** means the residential flats or commercial spaces if any, comprised in the project complex and intended to be sold to the Customers.

**2.23. UNSOLD INVENTORY:** shall mean the units and the Parking in the Complex that remain unsold at the Closing Date.

**2.24. FINANCIALS:**

**I.** Before marketing the projects the Developer shall open in its name a separate bank account with any scheduled Bank which is herein referred to as "M.R. Account" wherein all miscellaneous receipts received from the customers shall be deposited and/ or credited.

**II.** The Developer shall be liable to pay the Project Taxes for execution of the Project.

**III.** All Miscellaneous receipts received by the Developer shall be deposited by the Developer in the M.R. Account.

**IV.** The Owners shall have no claim over any amount lawfully deposited by the Developer in the M. R. Account.



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V. The Owners shall be obliged to pay to the Promoter/Builder/Developer/ Contractor the Project Taxes brokerage and the marketing expenses as stated in such Debit note (therein referred to as debit note amount) to the Promoter/Builder/Developer/ Contractor after completion of the Project.

VI. The Developer shall also get the Project Loan approved from the Banks or Financial Institutions for the construction of the Project Complex. In this event, the Developer shall sign all documents and papers that may be required for obtaining Project Loan approval from the Banks or Financial Institutions, and in this regard, the Owners fully agree with the Developer to approve the project Loan from any Bank or Financial institutions.

VII. The Developer shall send updates of the booking and sale agreement of the project Complex to the Owners after completion of the said project and also pay their prior consideration at that time.

VIII. After opening the M.R. Account, the Promoter/Builder/Developer/ Contractor shall periodically send a "Debit Note" to the Owners showing the Following:

A. Project Taxes:

- i. Amount deposited in the Sale Consideration Account;
- ii. Project Taxes, if any, included in the amount deposited;
- iii. Amount credited from the sale Consideration Account to the Bank account of the Owners.
- iv. Amount of the Project Taxes, if any, included in the amount credited to the Bank account of the Owners;
- v. Project Taxes refundable by the Owners to the Promoter/Builder/Developer/ Contractor.


B. Amount receivable by the Promoter/Builder/Developer/ Contractor against refundable Advance.

C. Brokerage:

- i. Amount paid by the Promoter/Builder/Developer/ Contractor on account of brokerage and taxes thereon;
- ii. Proportionate share of brokerage and taxes payable by the Owners.

D. Marketing Expenses:



  
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i. Amount paid by the Promoter/Builder/Developer/ Contractor on account of marketing expenses and taxes thereon.

ii. Proportionate marketing expenses and taxes payable by the Owners.

### 3. OWNERS' OBLIGATION

3.1 That the land owners do hereby declare that they have absolute right, title, and interest upon the said landed property and do hereby further declare that the said property more fully described in the **FIRST SCHEDULE** below is free from all encumbrances, disputes, litigations and in the meantime, they have not received any notice and notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of The Rajpur Sonarpur Municipality or Kolkata Metropolitan Development Authority and/or any other statutory body at the time of the signing of this Agreement.

3.2 The 'owners' have agreed to produce the original papers regarding the scheduled land like mother deeds, link deeds, all R.S. & L.R. Parchas, mutation certificate, and other allied papers and documents against proper receipts/certified copies from the developer at the time of signing of this development agreement.

3.3 The 'owners' have agreed to make over physical possession of the said property now within their possession to the developer for the Development and construction of residential cum commercial Project, whatsoever, at the time of the signing of the Development Agreement.

3.4 Subject to the preceding clause, the 'Owner' hereby grants exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owner' share/allocation on the said property in accordance with the building plan to be sanctioned by the Rajpur Sonarpur Municipality and/or relevant Statutory Authority.

3.5 If any litigation is found or any crucial papers are missing regarding the land then the landlords will be responsible but they will also have a chance to correct the papers within a reasonable time and if they fail to do so then the developer can cancel this development agreement if they want.

3.6 That the owners/first party declares that they have not entered into any other agreement with any third party in respect of the SAID LAND/PROJECT PROPERTY and undertakes not to enter into such development agreement or other mode of transfer mortgage etc. during the pendency of this agreement.

3.7 That the land owners do hereby declare that they have absolute right, title, and interest upon the said landed property and do hereby further declare that the said property more fully described in the **FIRST SCHEDULE** below is free from all encumbrances, disputes, litigations and in the meantime they have not received any notice and notices to the effect



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that the said land is affected by any scheme of the Government of West Bengal or of The Rajpur Sonarpur Municipality or Kolkata Metropolitan Development Authority and/or any other statutory body at the time of signing of this Agreement.

**3.8** The landowners need to incur/bear the entire cost and expenses for the mutation and conversion of the property in the name of the landowners with the BL & LRO and Rajpur Sonarpur Municipality if any. The land owners shall pay all the taxes and dues in respect of the first schedule mentioned property till the date of handing over possession to the municipal authority. In case of non-payment of the amount, the developer shall bear all the expenses which shall be deducted from the amount that is payable to the land owners by the developer.

**3.9** The 'owners' have agreed to make over physical possession of the said property now within their possession to the developer for the Development and construction of the Housing Complex at the time of the signing of the Development Agreement.

**3.10** Subject to the preceding clause, the 'Owner' hereby grants exclusive license and permission to the 'developers' to construct, erect, and complete a multistoried building including the 'owner' share/allocation of the said property in accordance with the building plan to be sanctioned by the Rajpur Sonarpur Municipality and/or relevant Statutory Authority within a stipulated period of 48 months from getting sanction plan from the competent authority if the Developer will not be able to complete the work within the stipulated period of 48 months due to force majeure or unavailability of raw materials or political hazards or local hazards in that event the land owners bound to extend another 12 months as a grace period.

**3.11** That the land owners shall not be entitled to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer/s. But he shall have absolute right and authority to inspect the main structural part of the building as well as the construction of the owners' portion from time to time. The land owners /first party is obligated to provide the developer with appropriate Power of Attorney as or may be required in connection with the construction, erection completion of the newly proposed building and to appear for and represent the owners before all concerned authorities and to make a sign and execute applications, declarations, and other relevant papers and documents to appropriate authorities for obtaining to prepare one or more multistoried building plan to sign and submit concerned documents require for and the towards sanction of the said building plan and all other plans, boundary, declaration, etc. related hereinto for all approvals, s per necessity including the B.L.&L.R.O. documents to procure in regular basis. Application to the C.E.S.C. /W.B.S.E.D.C.L. electric connections to the premises as aforesaid etc. and/or for temporary and permanent connection of water, sewage, or as may be required from time to time, following and/or otherwise concerning negotiations for transfer of flat to the intending purchaser/s thereof by executing the transferred deed/s and all costs and expenses in that respect shall be borne by the developer and is lawfully and absolutely or wholly to be entrusted and empowered to execute



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any or all agreement/s for sale of flat/s, garage/s, space/s to take or receive advance/s from intending buyer/s. It is made clear that this power of attorney shall remain valid till completion of the new proposed building and registration of the deed of conveyance/s in favour of the intending purchaser/s out of the developer's allocation at the aforesaid premises, in full and final completion.

**3.12** That the owners/first party declares that they have not entered into any other agreement with any third party in respect of the said land/project property and undertakes not to enter into such development agreement or another mode of transfer mortgage etc. during the pendency of this agreement.

#### **4. OWNER'S RIGHTS AND REPRESENTATIONS**

**4.1** The 'owners' are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land, and there is no legal bar otherwise to enter upon this agreement.

**4.2** None other than the said 'owners' have any claim, right, title, and/or demand over and in respect of the said property and/or any portion thereof. The said property is free from all encumbrances, charges, liens, lispendens, trust, attachments, acquisitions/requisitions whatsoever and however.

**4.3** There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and/or under any other law and no proceeding has been initiated or as pending in respect thereof.

**4.4** The Developers as well as the Owners shall collect individual clearance Income Tax if required in respect of their allocation.

**4.5** There is no proceeding under the Public Demand Recovery Act and any other legal proceedings against the said owners in respect of the said property.

#### **5. DEVELOPERS'/PROMOTERS' RIGHTS**

**5.1.** If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'owners' and the 'developers' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses, etc. required to be paid or deposited for the purpose for the construction of the proposed building.

**5.2.** Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'owners' of the said property or any part thereof to the 'developers' or is creating any right, title, or interest in respect thereof of the 'developers' other than an exclusive license to the 'developers' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developers' allocation in the building in the manner hereafter stated.



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5.3. The developers will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.

5.4. The developers shall exclusively be entitled to in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the developer's allocation same without any right claim or interest therein what so by the property of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession.

5.5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be slandered.

5.6. All the original documents regarding the land shall be kept in Possession of the owners and when the same are required for verification, there the owners will produce the same before the authority.

5.7. That the developer shall be entitled to receive the entire consideration money from the intending buyers against issuing proper receipt thereof.

5.8. That the land owners shall have no right and/or liberty to interfere in those transactions made between the developers and the intending buyer/s and in any manner whatsoever and further the Landowners shall not be entitled to claim the profit of the said venture of part thereof.

5.9. That the developer shall have every right to disclaim and/or relinquish any claim from the intending buyer/s and/or shall be entitled to settle any matter with any intending buyer/s in respect of payment on consideration or in any issue, in any term as the developer may think fit and proper.

5.10. That the developer shall be entitled to execute all or any sort of agreement with any intending flat or space buyer/s and shall be entitled to execute all or any type deed of transfer in favour of the intending buyer/s in respect of the flat/space of the building upon receipt of the consideration and for that purpose, the land owners shall execute a General Power Of Attorney in favour of the developer to do all such acts and deeds required for the proposed constructions, permission from Municipality, registrations of the deed of transfer, the electric connection from WBSEDCL and all other statutory authorities as may be required in connection with construction on this part of the land.

5.11. That the developer/second party shall be entitled to make advertisement in all kind of daily newspapers or daily/weekly/monthly magazine and through other process which includes fixing of hoardings and/or advertisement board at the premises inviting general public to purchase flats and other units as also other constructed areas of the proposed building to be constructed at the said premises and such right of advertisement shall remain with the developer with effect from this day and the developer shall also be entitled to entre



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in to an agreement for sale of flats/units and/or other constructed area of the proposed building at the said premises with the intending buyer/d of such flats/units and/or other constructed area upon execution of this agreement and the developer shall also be entitled to receive earnest money, booking money and or part full payment of the consideration money from intending buyer/s without creating any financial or other liabilities upon the owners/first party for entering in to such agreement with the intending buyer/s.

**5.12.** Owners have no right to raise any objection or file any suit against any intending purchaser/buyers for any financial disputes that arise between the landowners and the developer.

**5.13.** The Owners hereby undertakes not to commit any act, deeds or things by which the Developer may be prevented from executing this development agreement or any other Deed inclusive of Agreement For Sale, Mortgage Deed, Deed of lease or Deed of Conveyance in favour of the intending purchaser or purchasers from the Developer's allocation;

**5.14.** The Developer shall be entitled to raise project or construction finance in its name for carrying out the construction/development in the said premises/property (mentioned in First Schedule) in part or in full by deposit of original title deeds/documents/papers and for the aforesaid purposes. The Developer shall be entitled to and is hereby authorised to sign and execute all mortgage/registered mortgage and other deeds/documents/instruments in its name and / or its capacity on behalf of the Owner/Owners and cause such to cause such charge and or mortgage to be registered. If developer will have the authority on behalf of the land owners to sign all such financing documents as per standard compliance/documentation used by such banks / financial institutions such security creation of the said premises/property in favour of such banks / financial Institutions;

## **6. DEVELOPER'S OBLIGATION IN CONSIDERATION AND SPACE ALLOCATION**

**6.1** The 'developers/promoters' shall complete the construction of the said multistoried building within 48 months of getting a sanction plan from the competent authority and if the Developer fails to complete the work within the stipulated period of 48 months due to force majeure or unavailability of raw materials or political hazards or local hazards in that event the land owners bound to extend another 12 months as a grace period.

**6.2** The 'developers' shall be exclusively entitled to the developers' allocation in the building with the right to transfer or otherwise deal with or dispose of the same and the owners shall not interfere with or disturb quiet and peaceful possession of the developer's allocation provided that the 'developers' have complied with all terms conditions which are to be observed and performed by the developer/promoter under these presents.

**6.3** In so far as necessary all dealings by the 'developers/promoters' in respect of the developer and owner's allocation of the building shall be in the name of the owners for which



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purpose the owners have agreed to execute a power of attorney favoring the developer/promoter by these presents with clear understanding that such dealings shall not in any way fasten or create any financial liabilities upon the owners.

## **7. DEVELOPER'S OBLIGATION IN BUILDING**

7.1 The developers shall at their own costs and expenses construct, erect and complete a multistoried building on the said property within the time specified above in accordance with the sanctioned building plan with good and standard materials as may be specified by the Specification from time to time and owners' contribution would be in form of above-mentioned schedule land.

7.2 The 'developers' shall install and erect in the said multistoried building at their own costs and expense all the facilities as are required to be provided in the multistoried building having self-contained apartments and constructed for sale of flats.

7.3 The 'developers' shall arrange for common meters of common spaces the costs of the same shall be borne by all the flat owners such as all the purchasers including the owners proportionately.

7.4 The 'developers' shall arrange for the undivided meters also in respect of all the flats thereon including the owners' allocation and at the cost of the respective occupiers.

7.5 The 'developers' shall be authorized in the name of the owner in so far as it is necessary to apply for and obtain quotas entitlements and other allocations for cement, steel, bricks, and other building materials allocable to the owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage, Sewerage whatsoever to the said building and other inputs and for the construction or enjoyment of the building.

7.6 The 'developers' shall at their own costs and expenses and without creating any financial or other liability on the owner construct and complete the said building including the owner's allocation in accordance with the building plan.

7.7 All costs, charges, and expenses including municipal fees and architect fees shall be discharged by the developers/promoters during the period from the execution of this agreement till the completion of the construction of the said building and the owner shall bear no responsibility for such costs during the above-mentioned period.

7.8 The developer has to collect service tax on all flats they sold to any third party as per the Government rate and the developer will pay to the Government.

## **8. COMMON FACILITIES**



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8.1 The developers/promoters shall pay and bear all property taxes and other dues and outgoings in respect of the developers'/promoters' share/allocation accrued on and from the date of handing over possession of the said property to the developer/promoter.

8.2 The developers/promoters punctually and regularly pay for the units/flats said rates to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the developers/promoters and both parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them, as the case may be consequent upon a default by the owners and the developers/promoters on this behalf.

8.3 Notwithstanding anything contained herein before, it is agreed that until individual assessment of the respective flat is being made by the authority concerned the said rates will be borne by the individual flat-owners proportionately as per their respective flat area.

## **9. OWNERS' FURTHER OBLIGATIONS**

9.1 The owners hereby agree and covenant with the developers/promoters not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoters, if anything is not going against the spirit of this Agreement.

9.2 The owners hereby agree and covenant with the developers/promoters not to do any act, deed, or thing whereby the developers/promoters may be prevented from selling, assigning, and/or disposing of any of the developers'/promoters' allocation. The owners hereby agree and covenant with the developers/promoters not to let out, grant, lease, mortgage, and/or charge the said property or any portion thereof for any reason whatsoever.

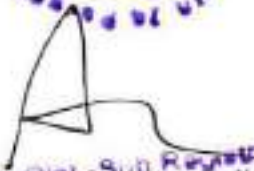
9.3 The owners hereby agree and covenant with the developers/promoters to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and/or rules framed there under.

9.4 That the owners shall sign, execute, and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Rajpur Sonarpur Municipality and shall attend all courts, offices, and registration offices as and when the owners' presence would be required and the developers shall pay or bear all costs and incidental charges for the purpose aforesaid.

9.5 Marketing Expense Means all expenses relating to and/or attributable to the Marketing of the Project and includes the fees of the marketing agent, and brokerage payable for the sale of the units in the Project complex and would be equally shared between the developer and land owners.

9.6 The owners shall reimburse their proportionate share of the following Marketing expenses and taxes thereon to the Developer:



  
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- a. Owner's share of brokerage:
- b. Owner's share of the fees of the Marketing expenses: For this clause, the brokerage payable by the Developer to the broker shall be subject to a ceiling limit of 4% (Four Percent) of the purchase consideration and taxes thereon and similarly the Marketing Expenses shall be subject to a ceiling limit of 2% (Two Percent) of the purchase consideration and taxes thereon.

Miscellaneous Receipt means the Developer would only enjoy miscellaneous receipts which means all payments receipts and /or receivable from the customers other than the purchase consideration and include the following and land others have no claim into the same;

- a. GST on the purchase consideration.
- b. Payment against any extra or additional work carried out by the Developer of any unit.
- c. Security deposit.
- d. Maintenance Charge
- e. Legal fee
- f. Payment towards registration of the sale Deeds including Stamp duty, registration charges, and other incidental expenses.
- g. Any amount receivable by the Developer from the customers apart from the purchase consideration of the units and parking.

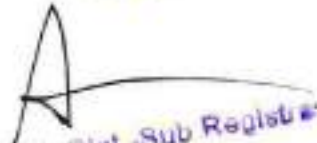
9.7. All Miscellaneous Receipt received by the Developer shall be deposited by the Developer in M R Account.

9.8. The Owners shall have no claim over any amount lawfully deposited by the developer in the M R Account.

9.9. Covenants of the Owners. The Owners hereby agree and covenant with the Developer that-

- a. They shall not cause any interference or hindrance in the execution and construction of the Project by the Developer.
- b. They shall not let out, grant, lease, mortgage, and/or charge or encumber the said land or any part or portion thereof without prior consent in writing of the developer and



  
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c. They shall permit the Developer its architects, contractors, and workmen uninterrupted access to the said land so as to enable the Developer to execute, develop, and construct the Project.

d. To create a mortgage in favour of a scheduled commercial bank in the land as per the First Schedule, the land owners will have no objection to it, and if there is any requirement of such creation all the land owners will be binding to the signing.

## **10. DEVELOPERS'/PROMOTERS' FURTHER OBLIGATION**

**10.1** The developers/promoters hereby agree and covenant with the owners not to violate or contravene any of the provisions or rules applicable for the construction of the building as a result of which the obligation and liabilities will accrue upon the owner.

**10.2** That it be mentioned here that the owners hereby convey their concern if the developer extends their project by amalgamating for adjacent premises or gives easement rights to another premises owners for egress and ingress, the driveway, passages through the land under this project, which may be used as a common passage or road for the extended project. It is further clearly mentioned that if required the developer shall have the right to split up the existing plots into multiple plots, for any reason, including for purposes of gifting to the concerned municipality, and if any land area is required for gifting to the municipality and for such other purposes such as plan modification, sanction, registry or otherwise the second party shall be entitled to allocate such land area/s may be required for such purpose from anywhere in the project area. It is further mentioned that for this privilege in favour of the developer herein such event, the present land owners shall not be entitled to raise any demand, objection, and/or obstruction in any manner whatsoever. The developer shall act as an independent contractor in the construction of the building and undertake to keep the Landowners indemnified from time to time, all third parties claims and actions arising out of any act of commission or accident such as loss of life of labors, mason and allied natures of things of relating to the construction to the building.

## **11. FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER/PROMOTER**

**11.1** The owners agree and covenant with the developers/promoters that immediately after obtaining the sanctioned plan from Rajpur Sonarpur Municipality they will hand over a peaceful possession of the existing building at land comprised in the premises having an area of the said land.

**11.2** The owners agree and covenant that the developers/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.



  
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**11.3** That the developers shall have the option to develop the above property and to acquire adequate facilities the developer shall have the option to raise the construction of the proposed building by way of amalgamation of any adjoining property and the developers shall incur all costs and expenses for obtaining the order of amalgamation from concern authorities and the owners shall sign and execute all documents, forms, plans and such other formalities at the costs of the developers and the owners shall have no right to raise any objection on such account.

**11.4** That all parties of Holdings, i.e, Holding No., 458, 284, and 285, School Road (Jagaddal), Kolkata-700103 hereby specifically agreed that the driveway or mandatory open space **and common amenities** of the above Holdings to be used in common by the land owners/all flat owners of the Holding No. 458, 284 and 285 for drainage connection, electric connection, right to amalgamate with adjacent land, other necessary connection and as a driveway/ingress or egress for all owners/flat owners.

## **12. OWNER'S INDEMNITY**

**12.1** The owners hereby undertake that the developers/promoters shall be entitled to the construction and shall enjoy their allocation without any Interference or disturbance provided the developers/promoters perform and observe and fulfill all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

**12.2** The **OWNERS** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during the construction work of the venture, all the liabilities in connection with the construction work shall be paid only by the **DEVELOPERS** even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident **OWNERS** shall not be held responsible and liable to pay any compensation for the same.

**12.3** The **OWNERS** hereby agree and covenant with the **DEVELOPERS** not to do any act, deed or thing whereby the **DEVELOPERS** may be prevented from selling, assigning, and/or disposing of total saleable area in the building car Parking, etc.

## **13. DEVELOPERS'/PROMOTERS' INDEMNITY**

**13.1** The developers/promoters hereby undertake to keep the owners indemnified from and against all third parties' claims and actions arising out of any part of the act or commission of the developers/promoters in or relating to the construction of the said building.

**13.2** The developers/promoters hereby indemnify and keep the owners indemnified from and against all actions, suits, costs, proceedings claims, and demands that may arise out of the developers'/promoters' allocation with regard to the development of the said property and/or in the matter of the construction of the building and/or for any defect therein.

## **14. MISCELLANEOUS**



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14.1 It is understood that from time to time to facilitate the construction of the building by the developers/promoters various deeds, matters, and things, not herein specified may be required to be done by the developers/promoters and for which the developers/promoters may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been herein, the owners at this moment undertakes to do all such acts, deeds, matters and things and the owners shall execute additional power of attorney and/or authorization as may be required by the developers/promoters for the purpose and the owners also undertakes to sign and execute all such acts, deeds, matters, and things if the same do not in any way infringe and/or effect the rights of the owners in respect of the said property and/or go against the spirit of this agreement.

14.2 Any notice required to be given by the developers/promoters shall be deemed to have been served to the owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the developers/promoters if delivered by hand or sent by prepaid registered post with acknowledgment due to the developers/promoters.

14.3 The developers/promoters and the owners in consultation with the other flat owners shall mutually frame a scheme for the management and/or for the administration of the said building and/or common parts and facilities thereof.

14.4 The owners and the developers/promoters hereby agree to abide by all the rules and regulations of such management/society/association/ organization and hereby give their consent to abide by the same.

## 15. FORCE MAJEURE

15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, order of injunction, and/or any other order of statutory authority and any other act or commission beyond the control of the parties hereto.

16. **JURISDICTION** The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.



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**THE FIRST SCHEDULE ABOVE IS REFERRED TO  
THE DESCRIPTION OF THE LAND**

**ALL THAT** piece and parcel of Land measuring an area of **20 Cottahs 14 Chittaks 23 Sq. Ft.** more or less, lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, under R.S. Dag Nos. 78, 80, 81, 96, and 97 appertaining to R.S. Khatian No. 31, 915, 807, 808, 809, 810, 811, and 142 corresponding to L.R. Dag Nos. 74, 76, 77, 92, 93, appertaining to L.R. Khatian Nos. 2715, 2716, 2871, 2978, and 3442, being Municipal **Holding No.797, S.N. Ghosh Avenue**, Assessee No. 1104302761590, situated within the Local Jurisdiction of the Ward No.26 of Rajpur Sonarpur Municipality, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata -700103, District-South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, the area of split of land are mentioned herein below and the entire land is butted and bounded as follows:

SL. No.	R.S. Dag	R.S. Khatian	L.R. Dag	L.R. Khatian	Area In Decimal
1.	78	811,807, 808, 809, 810,142,	74	2715	4.3876
2.	78	811,807, 808, 809, 810,142,	74	2716	4.3632
3.	80	915	76	2871	7.8551
4.	81	811,807, 808, 809, 810,142,	77	2978	8.528
5.	96	915	92	3442	6
6.	97	31	93	2716	3.4261
<b>Total Land Area: 20 Cottahs 14 Chittaks 23 Sq. Ft.</b>					<b>34.56 Decimal</b>

- ON THE NORTH** : R.S. Dag No. 79 & R.S. Dag No. 78 (Part) (97) (P).
- ON THE SOUTH** : R.S. Dag No. 93 (P) & R.S. Dag No. 82, R.S. Dag No.78 (Part).
- ON THE WEST** : By S.N Ghosh Avenue (Municipal Road).
- ON THE EAST** : By 10 Ft Wide Common Passages.



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**THE SECOND SCHEDULE ABOVE REFERRED TO  
PART - I  
THE DESCRIPTION OF OWNERS' ALLOCATION**

**OWNERS' ALLOCATION:** In accordance with the terms and conditions of this development agreement, contained herein, the Landowners will be entitled to receive 36% of the total gross revenue from the total sale proceeds in respect of the said proposed building, more fully and particularly described herein. Along with a sum of Rs.10,00,000/- (Ten Lakhs Only) as refundable security deposit, out of which a sum of Rs.1,00,000/- is payable before execution of the Development Agreement and Rs.9,00,000/- to be payable after initiation of the construction over the First Schedule mentioned property. The said 36% payment would include TDS, GST, and other charges and Government Taxes as applicable. It is pertinent to mention that all the sales as well as the receive and profit thereof shall be divided amongst the parties based on their ratio in this agreement. If anything remains unsold the same shall remain to both parties herein. The Landowners shall be liable to pay the applicable Goods and Service Tax, Municipal Development Charges, TDS, and other Government Taxes as applicable over "OWNERS ALLOCATION". The payment of the Landowners allocated revenue shall be payable on or after receipt of the completion certificate in respect of the said building from the competent authority.

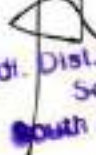
**PART - II  
THE DESCRIPTION OF DEVELOPER'S ALLOCATION**

**DEVELOPER'S ALLOCATION:** In accordance with the terms and conditions of this development agreement contained therein, the developer shall be entitled to 64% of the total gross revenue from the total sale proceeds in respect of the said proposed building more fully and particularly described herein. The developer shall be entitled to sell, transfer, lease, and/or otherwise deal with the developer's allocation as well as Landowners Allocation with the proportionate share in the land as it deems fit and proper and shall be entitled to enter into agreements and other commitments with any other party or parties in regard to the disposal thereof.

**THIRD SCHEDULE REFERRED TO ABOVE  
THE DESCRIPTION OF THE SPECIFICATION OF CONSTRUCTION**

- A. **STRUCTURE:** R.C.C. framed structure will be designed by an eminent Engineer and quality ISI-marked steel, cement will be used.
- B. **FLOOR:** All floors will be finished by vitrified Tiles, including the Toilets and Kitchen floor.
- C. **TOILET:** Anti-skid vitrified Tiles Fittings up to 7'-0" height, and all fittings will be Jaquar or equivalent.



  
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- D. **KITCHEN:** Cooking platform top will be finished with black granite slab (11'-0") length and stainless-steel sink and glazed tiles will be provided total 4'-0" height above cooking platform.
- E. **DOORS:** All doors frames will be made sal wood/hard wood, and all doors palls will be Flush door with fitting, fixing and finishing.
- F. **Putty :** All room's inside.
- G. **PAINTING:** Main door finish with two coat enamel painting outside weather coat.
- H. **WINDOWS:** Sliding aluminum window with clear Glass Panes.
- I. **ELECTRICAL:** Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, modular switchboard cover etc. at suitable places in the following manner generally.
- J. Passage area pavement with Decorative floor tiles.
- K. **WATER SUPPLY:** 24 hours water supply Deep tube well.
- L. **ELECTRICITY METER:** The developer shall provide for the Electrical Meter for common services including stair case/outer lighting at their cost.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
DESCRIPTION OF THE COMMON PORTION**

- A. The Stair case on all floors.
- B. The Stair case landing on all floors.
- C. Common passage and lobbies on the ground floor.
- D. Water pump, water tanks, reservoir, water pipes, septic tank, all other common plumbing installation and sanitary installations.
- E. Common electrical wiring, fittings and fixtures generators (excluding those as installed for any particular unit).
- F. Drainage and sewerage.
- G. Boundary walls and main gates.
- H. Such other common Parts, areas, equipment, fittings, installations, fixtures, and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and covered and uncovered car parking space and areas.
- I. Roof on the top floor.



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J. Lift facility of the proposed building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
THE DESCRIPTION OF THE COVENANTS AND COMMON RESTRICTIONS**


The owners and all unit owners shall always be strictly adhere to the following restrictions:  
The owners and/ or unit owners shall not do the following

- A. Obstruct the Association (upon its formation) in their acts relating to the common purpose.
- B. Violate any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
- C. Injure, harm, or damage the common portion or any other units in the new building' by making any alteration or withdrawing any support or otherwise.
- D. Alter any portion, elevation or color scheme of the new building.
- E. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
- F. Place or cause to be placed any article or object in the common portion.
- G. Use any unit or any part thereof for any purpose other than the purpose meant for (Residential/ commercial) Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
- H. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

**THE SIXTH SCHEDULE ABOVE REVERED TO  
THE DESCRIPTION OF THE COMMON EXPENSES**

- A. **MAINTENANCE:** All costs of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating the common portions, including the exterior or interior (but not inside any unit) walls of the new building. Maintenance of passenger lift elevator.
- B. **MAINTENANCE OF STAFF:** The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker/darwans, sweepers, plumber, electricians etc. and their perquisites, bonuses and other emoluments and benefits.
- C. **ASSOCIATION:** Establishment and all other expenses of the Association, including the formation, office and miscellaneous expenses.



  
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**M. COMMON UTILITIES:** All charges and deposits for suppliers of common utilities to the co-owners in common.

**N. ELECTRICITY:** Electricity charges for the electrical energy consumed for the operation of common portions.

**O. LITIGATION:** all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

**P. RATES AND TAXES:** Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-owners.

### MEMO OF CONSIDERATION

**RECEIVED** on and from the Developer above named a sum of Rs.1,00,000/-only the entire refundable security deposit under this Agreement as per Memo written below:

1.	Vide Demand Draft No. 966646 dated 31 <sup>st</sup> may 2024.	Rs.1,00,000/-
	<b>TOTAL RUPEES ONE LAKHS ONLY</b>	Rs.1,00,000/-


#### WITNESSES:

1. Tapas Baido  
Sonapur  
KOL-700150
2. Satinath Mondal  
Sonapur  
KOL-700150

Shyamal K. Ghosh  
alias Shyamal Ghosh  
Pratap Chandra Ghosh  
Spandan Ghosh  
Sagarika Chhosh

**SIGNATURE OF THE LAND OWNERS**



  
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IN WITNESS WHEREOF, THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED by  
within named LAND OWNERS AND  
DEVELOPER in the presence of  
WITNESSES at Kolkata.

1. Tapas Paul  
Soraspu  
KOL-700150

2. Latimathy Mondal  
Soraspu  
KOL-700150

1. Shyamal Kr. Ghosh  
alias Shyamal Ghosh

2. Aratap Chandra Moh

3. Spondam Ghosh

4. Sagarika Chohk

SIGNATURE OF THE LAND  
OWNERS

N. K. Ghosh

SIGNATURE OF THE DEVELOPER


DRAFTED BY ME AS PER  
INSTRUCTION AND DOCUMENTS  
PROVIDED BY THE CLIENT

R Ghosh

RAJIB GHOSH  
Advocate  
Reo Legal, Advocate & Solicitors,  
High Court Calcutta 6, Old Post Office  
Street, Basement Room No. 1 Kolkata-  
700001. F/2190/2005/2019

Piyali Mukherjee  
PIYALI MUKHERJEE  
ADVOCATE  
F/NO-832/672/2011  
ALIPORE POLICE COURT



  
Dist. Sub Registrar  
Sonarpur  
South 24 Parganas

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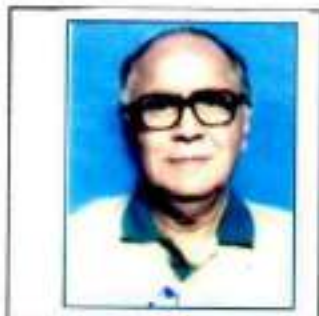
TRACO 2017-2020



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Right Hand					

Name:- .....

Signature:- *Shyamal Kr. Jyoti*  
*Shyamal Jyoti*



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Left Hand					
Right Hand					

Name:- .....

Signature:- *Pratap Ghosh*




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Right Hand					

Name:- .....

Signature:- *Somdip Ghosh*



  
Dist. Sub-Registrar  
Sunarpur  
South 24 Parganas

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Right Hand					

Name:- .....

Signature:- *Sagarika Ghosh*



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Left Hand					
Right Hand					

Name:- .....

Signature:- *Nikhil Ghosh*



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Right Hand					

Name:- .....

Signature:- .....



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



192025260393641098

GRN Details

GRN: 192025260393641098  
GRN Date: 17/12/2025 14:32:17  
BRN : 6171485858819  
Gateway Ref ID: CHV5734587  
GRIPS Payment ID: 171220252039364107  
Payment Status: Successful

Payment Mode: SBI Epay  
Bank/Gateway: SBlePay Payment Gateway  
BRN Date: 17/12/2025 14:32:57  
Method: State Bank of India NB  
Payment Init. Date: 17/12/2025 14:32:17  
Payment Ref. No: 2003392597/2/2025  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr Nikhil Ghosh  
Address: 825 Mahamayatala Road, Kolkata 700084  
Mobile: 9804990889  
Period From (dd/mm/yyyy): 17/12/2025  
Period To (dd/mm/yyyy): 17/12/2025  
Payment Ref ID: 2003392597/2/2025  
Dept Ref ID/DRN: 2003392597/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003392597/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2003392597/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	1600
3	2003392597/2/2025	Receipts on account of Standard User Charge-Other fees	0030-02-102-008-16	300
			<b>Total</b>	<b>41821</b>

IN WORDS: FORTY ONE THOUSAND EIGHT HUNDRED TWENTY ONE ONLY.

PAID



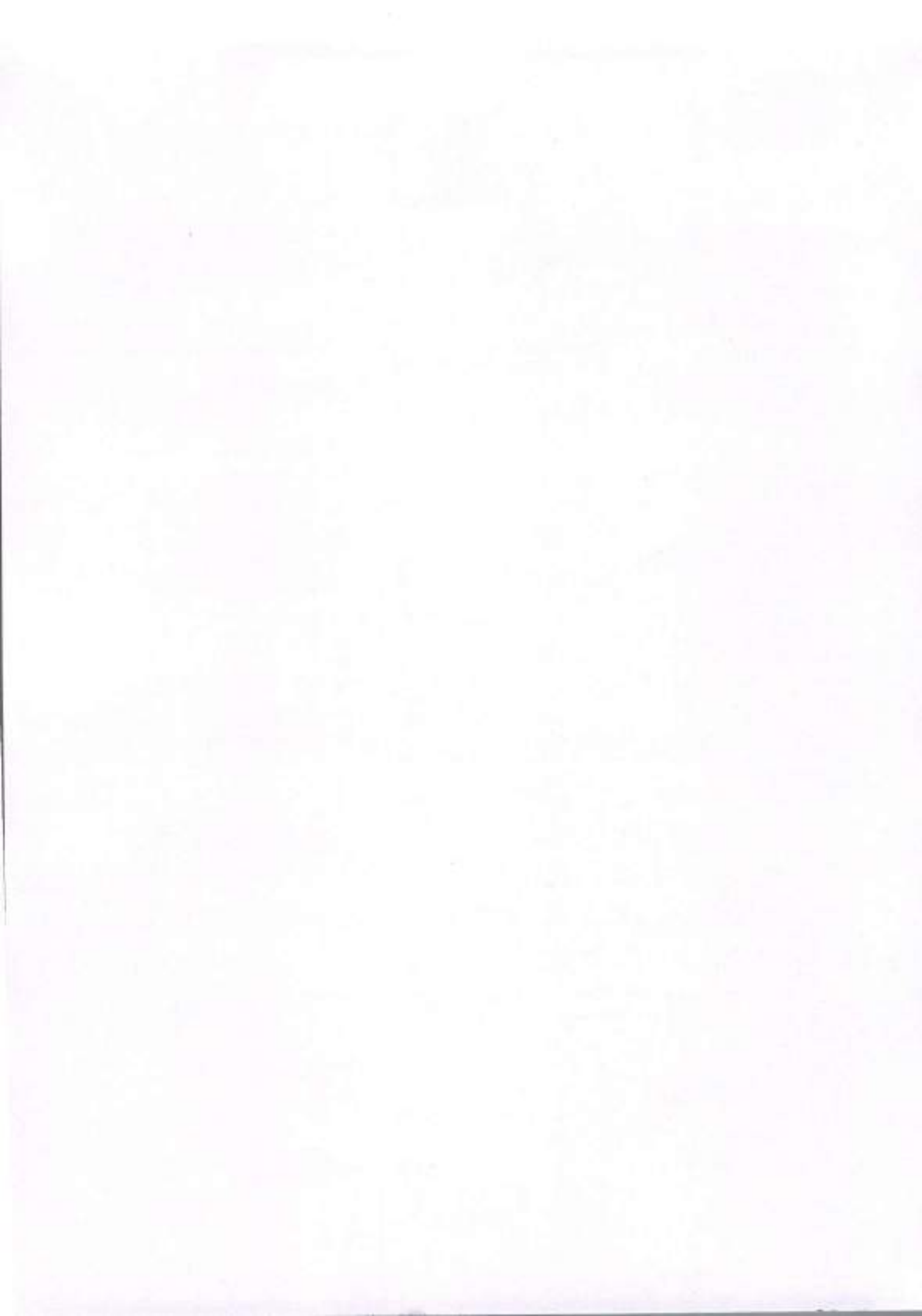
### Major Information of the Deed

Deed No :	I-1608-10323/2025	Date of Registration	17/12/2025
Query No / Year	1608-2003392597/2025	Office where deed is registered	
Query Date	17/12/2025 1:53:29 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tapas Panda SONARPUR, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9804990889, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 6/-	Rs. 2,63,91,260/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 1,600/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



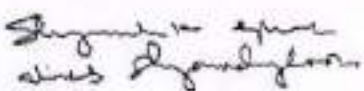





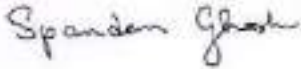
### Land Details :

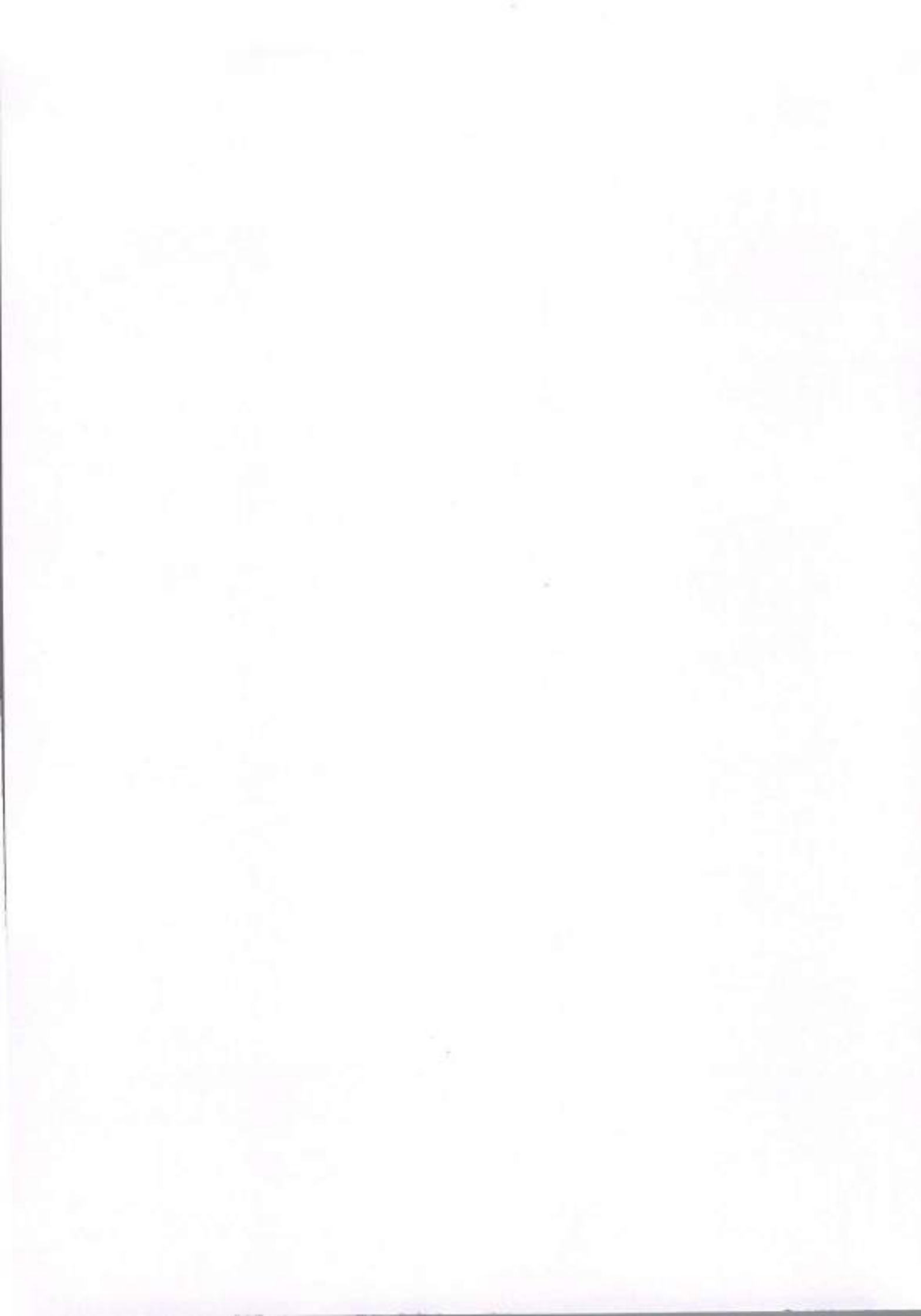
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: S. N. Ghosh Avenue, Mouza: Elachi, , Ward No: 26, Holding No:797 JI No: 70, Pin Code : 700103



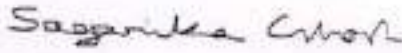
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-74 (RS :-78 )	LR-2715	Bastu	Bastu	4.3876 Dec	1/-	33,50,529/-	Width of Approach Road: 35 Ft.,
L2	LR-74 (RS :-78 )	LR-2716	Bastu	Danga	4.3632 Dec	1/-	33,31,897/-	Width of Approach Road: 35 Ft.,
L3	LR-76 (RS :-80 )	LR-2871	Bastu	Bastu	7.8551 Dec	1/-	59,98,437/-	Width of Approach Road: 35 Ft.,
L4	LR-77 (RS :-81 )	LR-2978	Bastu	Bastu	8.528 Dec	1/-	65,12,288/-	Width of Approach Road: 35 Ft.,
L5	LR-92 (RS :-96 )	LR-3442	Bastu	Bastu	6 Dec	1/-	45,81,816/-	Width of Approach Road: 35 Ft.,
L6	LR-93 (RS :-97 )	LR-2716	Bastu	Bastu	3.4261 Dec	1/-	26,16,293/-	Width of Approach Road: 35 Ft.,
		<b>TOTAL :</b>			<b>34.56Dec</b>	<b>6 /-</b>	<b>263,91,260 /-</b>	
		<b>Grand Total :</b>			<b>34.56Dec</b>	<b>6 /-</b>	<b>263,91,260 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Shyamal Kumar Ghosh,</b> <b>(Alias: Shyamal Ghosh)</b> Son of Late Panchu Gopal Ghosh Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office		 Captured	
	17/12/2025	LTI 17/12/2025	17/12/2025	
Elachi, Baguipara Road, City:- , P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX1 , PAN No.: aexxxxxx9f, Aadhaar No: 83xxxxxxxx0544, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				
2	<b>Name</b> <b>Mr Pratap Chandra Ghosh</b> Son of Late Kamal Kumar Ghosh Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office		 Captured	
	17/12/2025	LTI 17/12/2025	17/12/2025	
Purbachal, Madarhat Road, City:- , P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.: adxxxxxx2b, Aadhaar No: 59xxxxxxxx6316, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				
3	<b>Name</b> <b>Mr Spandan Ghosh</b> Son of Mr Shymal Kumar Ghosh Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office		 Captured	
	17/12/2025	LTI 17/12/2025	17/12/2025	
Elachi, Baguipara Road, City:- , P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-2XX1 , PAN No.: ddxxxxxx9m, Aadhaar No: 26xxxxxxxx7621, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				






4	Name	Photo	Finger Print	Signature
	<b>Mrs Sagarika Ghosh</b> Wife of Mr Shyamal Kumar Ghosh Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office	 17/12/2025	 Captured LTI 17/12/2025	 17/12/2025
Elachi, Baguipara Road, City:- Not Specified, P.O:- Narendrapur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.: awxxxxxx5d, Aadhaar No: 26xxxxxxxx7621, Status :Individual, Executed by: Self, Date of Execution: 17/12/2025 , Admitted by: Self, Date of Admission: 17/12/2025 ,Place : Office				


#### Developer Details :

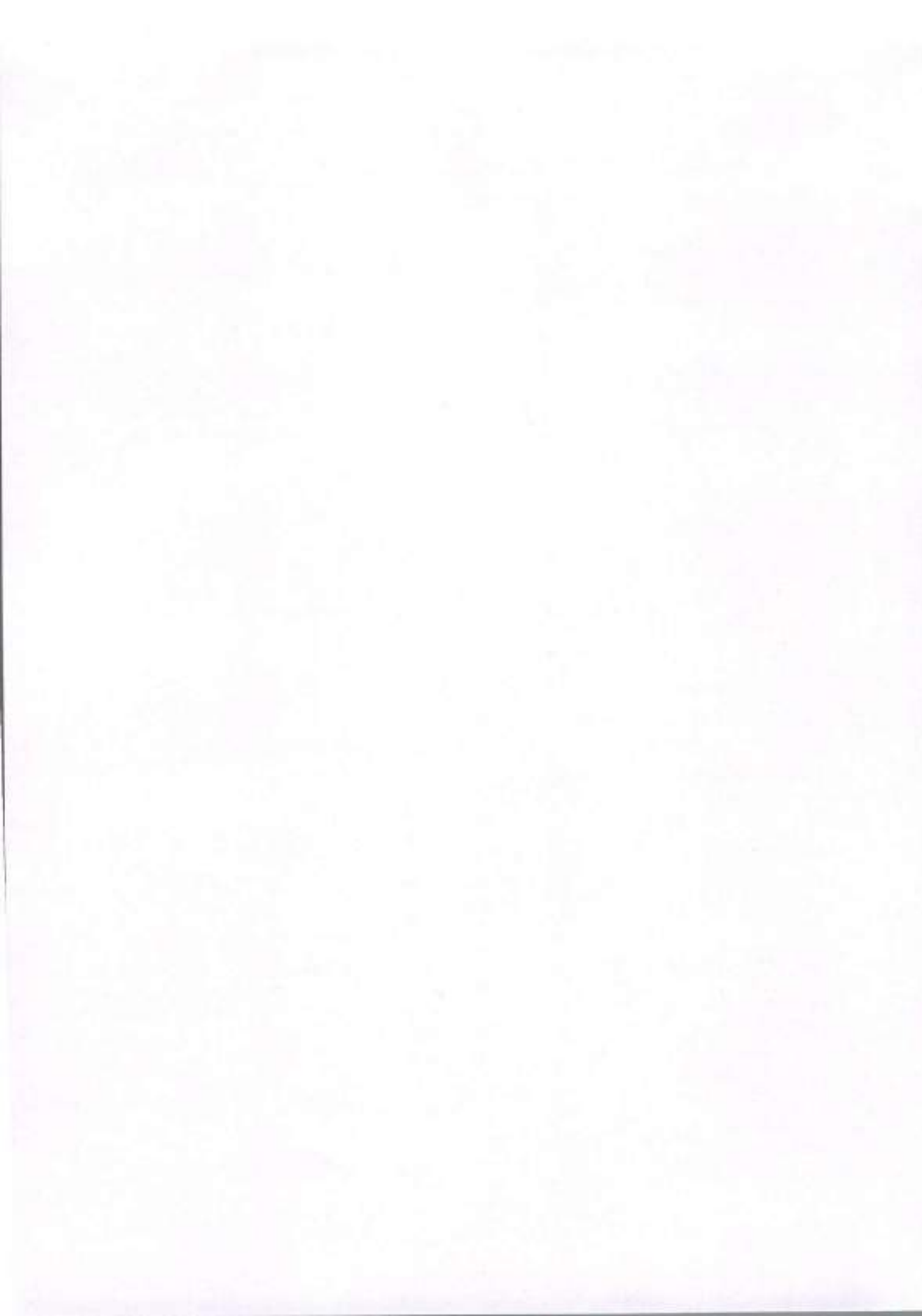
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Suucasa Centrino Realty LLP</b> 825 Mahamayatala Road, City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Date of Incorporation:XX-XX-2XX5 , PAN No.: afxxxxxx2N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

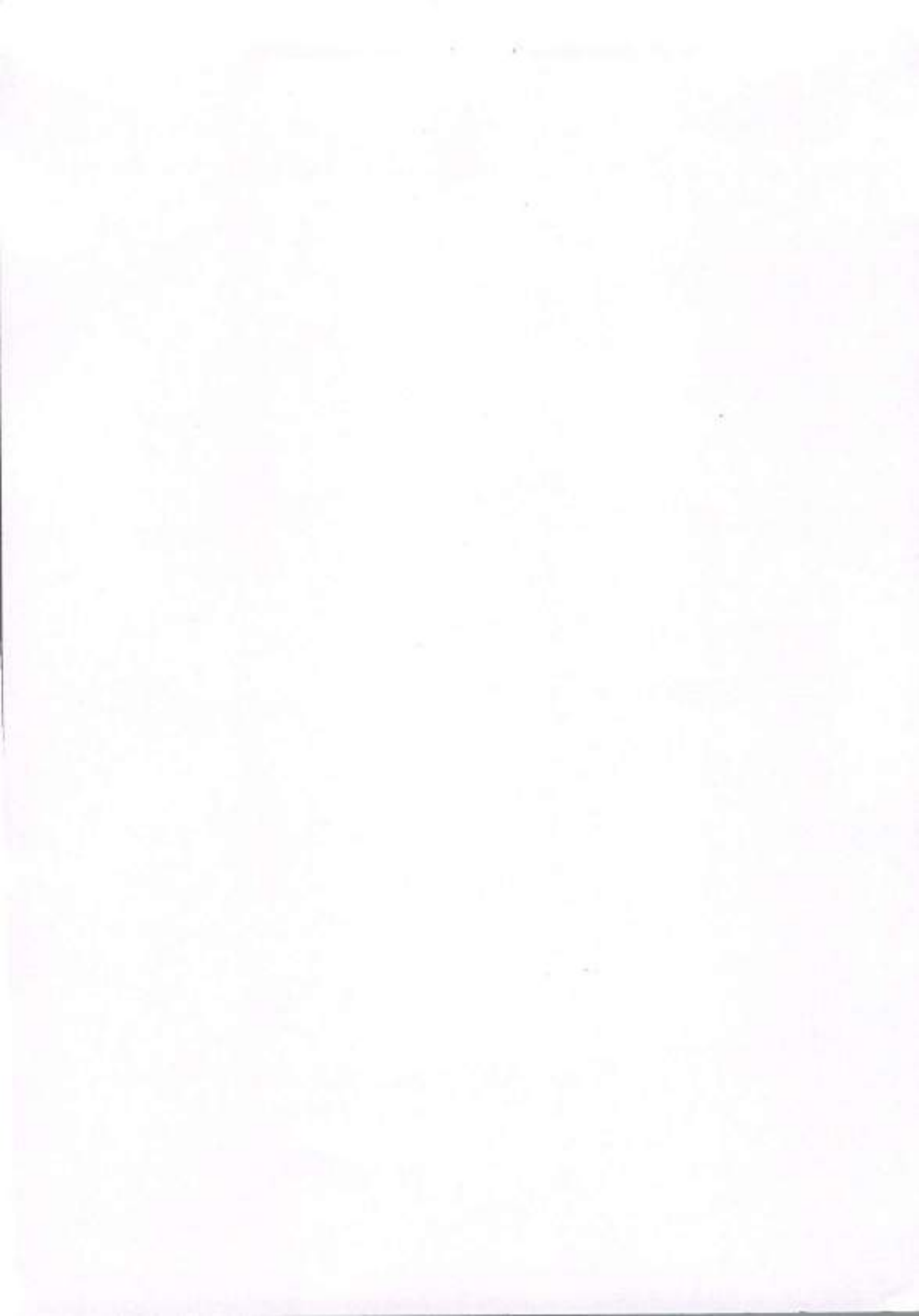
Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Nikhil Ghosh (Presentant )</b>            Son of Late Haran Chandra Ghosh            Date of Execution - 17/12/2025, , Admitted by: Self, Date of Admission: 17/12/2025, Place of Admission of Execution: Office         </td> <td>             Dec 17 2025 4:27PM         </td> <td>             Captured            LTI            17/12/2025         </td> <td>             17/12/2025         </td> </tr> </tbody> </table> <p>825, Mahamayatala Road, City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: adxxxxxx1d, Aadhaar No: 32xxxxxxxx7680 Status : Representative, Representative of : Suucasa Centrino Realty LLP (as partner)</p>	Name	Photo	Finger Print	Signature	<b>Mr Nikhil Ghosh (Presentant )</b> Son of Late Haran Chandra Ghosh Date of Execution - 17/12/2025, , Admitted by: Self, Date of Admission: 17/12/2025, Place of Admission of Execution: Office	 Dec 17 2025 4:27PM	 Captured LTI 17/12/2025	 17/12/2025
Name	Photo	Finger Print	Signature						
<b>Mr Nikhil Ghosh (Presentant )</b> Son of Late Haran Chandra Ghosh Date of Execution - 17/12/2025, , Admitted by: Self, Date of Admission: 17/12/2025, Place of Admission of Execution: Office	 Dec 17 2025 4:27PM	 Captured LTI 17/12/2025	 17/12/2025						

#### Identifier Details :

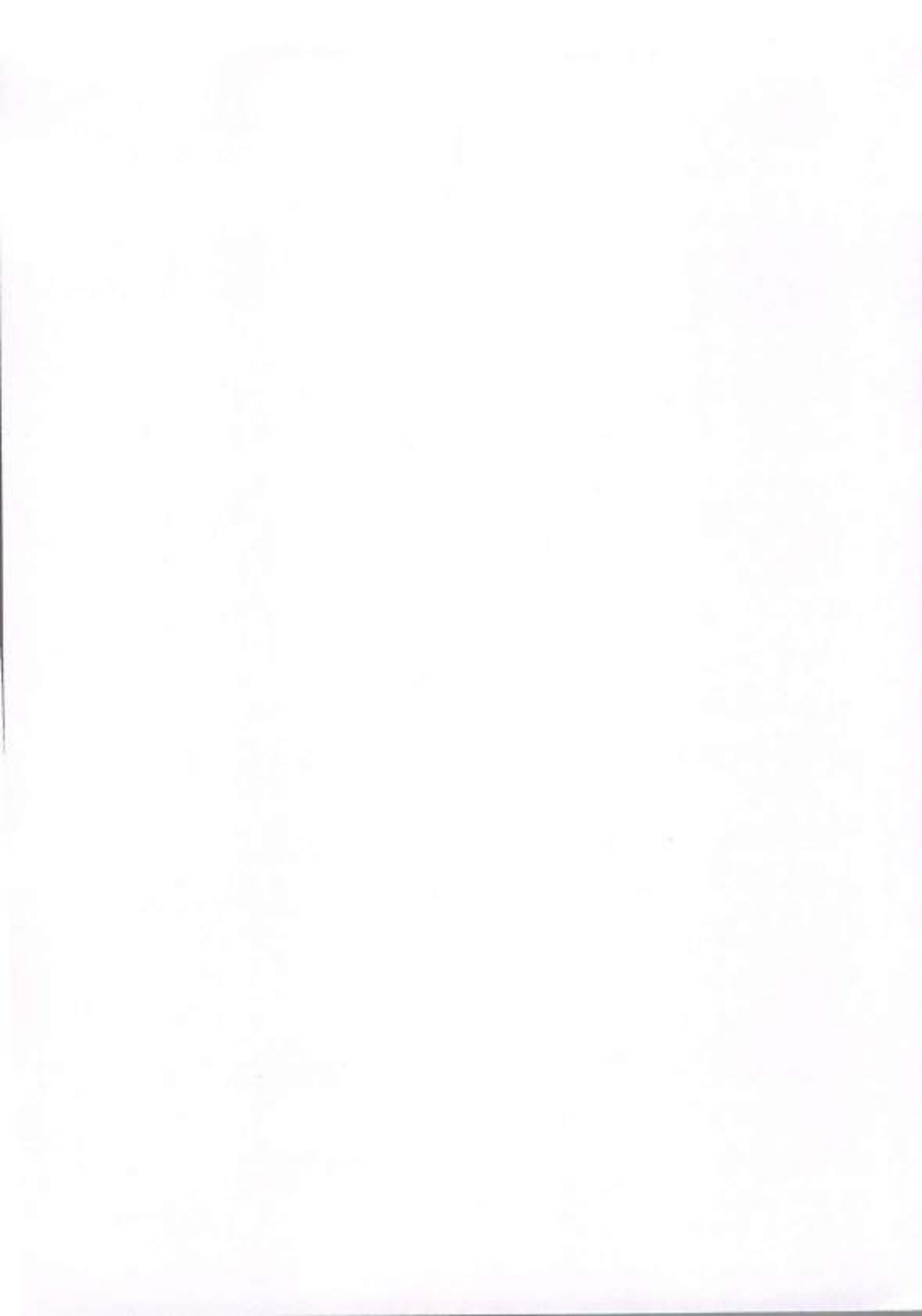
Name	Photo	Finger Print	Signature
<b>Mr Tapas Panda</b> Son of Mr H Panda Sonarpur, City:- , P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150	 17/12/2025	 Captured 17/12/2025	 17/12/2025



Identifier Of Mr Shyamal Kumar Ghosh, Mr Pratap Chandra Ghosh, Mr Spandan Ghosh, Mrs Sagarika Ghosh, Mr Nikhil Ghosh



Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr Shyamal Kumar Ghosh	Suucasa Centrino Realty LLP-1.0969 Dec
2	Mr Pratap Chandra Ghosh	Suucasa Centrino Realty LLP-1.0969 Dec
3	Mr Spandan Ghosh	Suucasa Centrino Realty LLP-1.0969 Dec
4	Mrs Sagarika Ghosh	Suucasa Centrino Realty LLP-1.0969 Dec
Transfer of property for L2		
SI.No	From	To. with area (Name-Area)
1	Mr Shyamal Kumar Ghosh	Suucasa Centrino Realty LLP-1.0908 Dec
2	Mr Pratap Chandra Ghosh	Suucasa Centrino Realty LLP-1.0908 Dec
3	Mr Spandan Ghosh	Suucasa Centrino Realty LLP-1.0908 Dec
4	Mrs Sagarika Ghosh	Suucasa Centrino Realty LLP-1.0908 Dec
Transfer of property for L3		
SI.No	From	To. with area (Name-Area)
1	Mr Shyamal Kumar Ghosh	Suucasa Centrino Realty LLP-1.96378 Dec
2	Mr Pratap Chandra Ghosh	Suucasa Centrino Realty LLP-1.96378 Dec
3	Mr Spandan Ghosh	Suucasa Centrino Realty LLP-1.96378 Dec
4	Mrs Sagarika Ghosh	Suucasa Centrino Realty LLP-1.96378 Dec
Transfer of property for L4		
SI.No	From	To. with area (Name-Area)
1	Mr Shyamal Kumar Ghosh	Suucasa Centrino Realty LLP-2.132 Dec
2	Mr Pratap Chandra Ghosh	Suucasa Centrino Realty LLP-2.132 Dec
3	Mr Spandan Ghosh	Suucasa Centrino Realty LLP-2.132 Dec
4	Mrs Sagarika Ghosh	Suucasa Centrino Realty LLP-2.132 Dec
Transfer of property for L5		
SI.No	From	To. with area (Name-Area)
1	Mr Shyamal Kumar Ghosh	Suucasa Centrino Realty LLP-1.5 Dec
2	Mr Pratap Chandra Ghosh	Suucasa Centrino Realty LLP-1.5 Dec
3	Mr Spandan Ghosh	Suucasa Centrino Realty LLP-1.5 Dec
4	Mrs Sagarika Ghosh	Suucasa Centrino Realty LLP-1.5 Dec
Transfer of property for L6		
SI.No	From	To. with area (Name-Area)
1	Mr Shyamal Kumar Ghosh	Suucasa Centrino Realty LLP-0.856525 Dec
2	Mr Pratap Chandra Ghosh	Suucasa Centrino Realty LLP-0.856525 Dec
3	Mr Spandan Ghosh	Suucasa Centrino Realty LLP-0.856525 Dec
4	Mrs Sagarika Ghosh	Suucasa Centrino Realty LLP-0.856525 Dec



## Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: S. N. Ghosh Avenue, Mouza: Elachi, , Ward No: 26, Holding No:797 JI No: 70, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 74, LR Khatian No:- 2715	Owner:ভদ্র চন্দ্র ঘোষ, Gurdian:কমল কুমার, Address:বিল , Classification:ভদ্র, Area:0.04000000 Acre,	Mr Pratap Chandra Ghosh
L2	LR Plot No:- 74, LR Khatian No:- 2716	Owner:শ্যামল ঘোষ, Gurdian:শর্মা শ্যামল, Address:বিল , Classification:ভদ্র, Area:0.04000000 Acre,	Mr Shyamal Kumar Ghosh
L3	LR Plot No:- 76, LR Khatian No:- 2871	Owner:ভদ্র চন্দ্র ঘোষ, Gurdian:কমল কুমার, Address:বিল , Classification:বাগান, Area:0.08000000 Acre,	Mr Pratap Chandra Ghosh
L4	LR Plot No:- 77, LR Khatian No:- 2978	Owner:সাগরিকা ঘোষ, Gurdian:শ্যামল , Address:বিল , Classification:বাগি, Area:0.09000000 Acre,	Mrs Sagarika Ghosh
L5	LR Plot No:- 92, LR Khatian No:- 3442	Owner:স্পন্দন ঘোষ, Gurdian:স্বয়ং কুমার, Address:এলাচি রোডপার্শ্ব , Classification:বাগান, Area:0.06000000 Acre,	Mr Spandan Ghosh
L6	LR Plot No:- 93, LR Khatian No:- 2716	Owner:শ্যামল ঘোষ, Gurdian:শর্মা শ্যামল, Address:বিল , Classification:ভদ্র, Area:0.03000000 Acre,	Mr Shyamal Kumar Ghosh



**Endorsement For Deed Number : I - 160810323 / 2025**

**On 17-12-2025**

**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 15:56 hrs on 17-12-2025, at the Office of the A.D.S.R. SONARPUR by Mr Nikhil Ghosh ,

**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 2,63,91,260/-

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

Execution is admitted on 17/12/2025 by 1. Mr Shyamal Kumar Ghosh, Alias Shyamal Ghosh, Son of Late Panchu Gopal Ghosh, Elachi, Baguipara Road, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by Profession Service, 2. Mr Pratap Chandra Ghosh, Son of Late Kamal Kumar Ghosh, Purbachal, Madarhat Road, P.O: Baruipur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Business, 3. Mr Spandan Ghosh, Son of Mr Shymal Kumar Ghosh, Elachi, Baguipara Road, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by Profession Service, 4. Mrs Sagarika Ghosh, Wife of Mr Shyamal Kumar Ghosh, Elachi, Baguipara Road, P.O: Narendrapur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by Profession House wife

Indetified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

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

Execution is admitted on 17-12-2025 by Mr Nikhil Ghosh, partner, Suucasa Centrino Realty LLP (Others), 825 Mahamayatala Road, City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,600.00/- ( B = Rs 1,000.00/- ,E = Rs 600.00/- ) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 1,600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2025 2:32PM with Govt. Ref. No: 192025260393641098 on 17-12-2025, Amount Rs: 1,600/-, Bank: SBI EPay ( SBlePay), Ref. No. 6171485858819 on 17-12-2025, 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 , by Stamp Rs 100.00/-, by online = Rs 39,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 1938, Amount: Rs.100.00/-, Date of Purchase: 17/12/2025, Vendor name: S K Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2025 2:32PM with Govt. Ref. No: 192025260393641098 on 17-12-2025, Amount Rs: 39,921/-, Bank: SBI EPay ( SBlePay), Ref. No. 6171485858819 on 17-12-2025, Head of Account 0030-02-103-003-02



**Arindam Chakraborty**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SONARPUR**  
**South 24-Parganas, West Bengal**





**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1608-2025, Page from 225820 to 225864**

**being No 160810323 for the year 2025.**



AC

Digitally signed by ARINDAM CHAKRABORTY  
Date: 2025.12.18 14:51:02 +05:30  
Reason: Digital Signing of Deed.

**(Arindam Chakraborty) 18/12/2025**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SONARPUR**  
**West Bengal.**