

SL-2185/2023

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NO. 2-588258/2023

(06/03)23

THIS DEVELOPMENT AGREEMENT is made at on this the06th day of March, 2023 (Two Thousand Twenty Three)

Signature Sheet and
Endorsement Sheet are
the Part & Parcel of the
Document

DISTRICT SUB-REGISTRAR-I
HOOGHLY

06 MAR 2023

18.04.23

983

2023/ 3 March

Sujit Kumar Dey & others,
Chingurah, Hooghly.

Five Thousand Rupee

— Sum Rakim

2023/ 3 March



DISTRICT SUB-REGISTRAR-I
HOOGHLY

08 MAR 2023

BETWEEN

M/s. BHAWANI ENCLAVES PRIVATE LIMITED, (CIN: U72900WB2007PTC119416 (PAN: AADCB3033E) a private limited company incorporated under the Companies Act, 1956 and existing within the meaning of the Companies Act, 2013, having its Registered Office at 4/2, Agrasain Street, Howrah – 711 204, P.O: Liluah, P.S: Belur, in the State of West Bengal, herein represented by it's present Director **MR. MAHESH KUMAR SHARMA, (AADHAAR NO: 3063 0701 8720), (PAN: AKUPS8227K** son of Sri Keshar Deo Sharma, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 34 RNRC Ghat Road, P.O.- Howrah, P.S.- Shibpur, District-Howrah, Pin Code- 711102, West Bengal hereinafter referred to as **LAND OWNER** (which term or expression shall unless excluded by or be repugnant to the subject or context shall deem to mean and include I'ts successors – in – office, executors, administrators, legal representatives and / or assigns) of the **FIRST PART.**

AND

"TIRUPATI CONSTRUCTION" a Partnership Firm, **PAN- AAPFT1617F**, having its office at Dharampur, Digambar Biswas Road, besides Income Tax office, P.O & P.S- Chinsurah, District- Hooghly, 712101, represented by partner namely **1. SRI SUJIT KUMAR DEY, PAN- AGJPD4345E, AADHAAR No- 4337 4705 7243**, son of Sukumar Dey, and **2. SMT. SUSAMA DEY, PAN- APUPD0345L, AADHAAR No- 4361 6611 4882**, wife of Sri Sujit Kumar Dey, both by faith- Hindu, by Nationality- Indian, by occupation- Business, residing Dharampur, Digambar Biswas Road, opposite Rammohan Primary School, P.O & P.S- Chinsurah, Dist- Hooghly, Pin Code- 712101, hereinafter referred to as **"THE DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the subject context be deemed to mean and include their heirs, successors, in office executors and assigns) of the **SECOND PART.**

WHEREAS ALL THAT piece and parcel of bastu measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L No 20 in the District of Hooghly corresponding to 976, M. G. Road under ward No. 22 under the Hooghly- Chinsurah Municipality which is more fully described in the SCHEDULE Below was originally owned and occupied by one Satish Chandra Ghosh, since deceased.

AND WHEREAS during the course of his absolute enjoyment of the property he recorded his name before the Settlement department in respect of the Schedule mentioned property and continue to enjoy the same and thereafter said Satish Chandra Ghosh duly executed a registered deed of gift on 22.01.1966 in favour of his son Tarak Chandra Ghosh, the said deed of gift was duly registered before the District Sub Registry office Hooghly and recorded in Book No. I, Volume No. 6, Pages 130 to 132, Being No. 171 for the year 1966.

AND WHEREAS during course of enjoyment of the said property, said Tarak Chandra Ghosh recorded his name in L.R Record of Rights in respect of the gifted property and accordingly the name of the said Tarak Chandra Ghosh recorded in L.R Dag No. 230, measuring about 0.167 acres of Sali land and during the course of enjoyment said Tarak Chandra Ghosh died intestate on 07.11.2002, leaving behind his wife Nandarani Ghosh and one son Mrityunjay Ghosh, two daughters Sadhana Ghosh and Chandana Ghosh as his only legal heirs.

AND WHEREAS by the death of said Tarak Chandra Ghosh the aforesaid four legal heirs each inherited undivided $1/4^{\text{th}}$ share and continue to enjoy the same in a joint peaceful manner.

AND WHEREAS during course of joint peaceful enjoyment of the said property, the wife of said Tarak Chandra Ghosh, i.e. Nandarani Ghosh died intestate on 03.11.2004, leaving behind one son Mrityunjay Ghosh, two daughters Sadhana Ghosh and Chandana Ghosh as his only legal heirs. Accordingly they became the owners of undivided $1/3^{\text{rd}}$ share each and continue to enjoy the same in a joint peaceful manner without any interference from any corner.

AND WHEREAS during course of joint peaceful enjoyment of the said property, said Sadhana Ghosh and Chandana Ghosh due to look after the Schedule mentioned property duly executed a registered General Power of Attorney in favour of their only brother Mrityunjay Ghosh which was duly executed and registered before the District Sub Registrar -I at Hooghly on 12.06.2009 and recorded in Book No. 1, volume No. 1, pages 1362 to 1374, being No. 00132 for the year 2009.

AND WHEREAS during course of joint peaceful enjoyment of the said property Mrityunjay Ghosh, Sadhana Ghosh and Chandana Ghosh in a joint peaceful manner without any interference from any corner, they sold, conveyed and transferred ALL THAT piece and parcel of bastu measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 976, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality in favour of Nand Kishore Lakhotia by execution and registration of a Deed of Sale being No. 03195 for the year 2010, recorded in Book No. I, Volume No. 9, recorded in pages from 4442 to 4456 which duly registered before the Additional District Sub Registrar at Chinsurah.

AND WHEREAS now the said Nand Kishore Lakhotia thus became the sole and absolute owner of ALL THAT piece and parcel of Doba measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L No 20 in the District of Hooghly corresponding to 977, M. G Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below.

AND WHEREAS soon after purchase of the said property the said Nand Kishore Lakhotia converted the category form "Shali" to "Bastu" by order of S.D. & L.R.O., Hooghly vide Memo No. IX-2/08/CM/2533/SDL (S)/H/2011 dated 24.11.2022.

AND WHEREAS the said Nand Kishore Lakhotia while enjoying the aforesaid property sold, conveyed and transferred ALL THAT piece and parcel of bastu land measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 976, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality in favour of the vendor herein by execution and registration of a Deed of Sale being No. 060301840 for the year 2023, recorded in Book No. I, Volume No. 0603-2023, recorded in pages from 33411 to 33433 which duly registered before the Additional District Sub Registrar at Chinsurah, Hooghly.

AND WHEREAS now the vendor herein thus became the sole and absolute owner of ALL THAT piece and parcel of bastu land measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 976, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below.

AND WHEREAS the developer concern 'a partnership firm' under the name and style of "TIRUPATI CONSTRUCTION", is engaged in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building, taking up all the related responsibility of preparation and sanction of plan for construction of building and engage Engineers, Masons and Labours and also put in resources for procure prospective Flat Owners for the Flats, Apartments and other spaces to be built as per the Plan to be sanctioned by the concerned authority.

AND WHEREAS the Second party is the **DEVELOPER CUM PROMOTER** and has been carrying on the business of construction of ownership flats and shopping complex in different places at District Hooghly and the First Party approached the Second Part to construct multi-storied building over the First Schedule property by demolishing the old dilapidated building and removing the debris there from at their own cost, and the Second Party Developer / Promoter has also agreed to make construction of Multi storied building over the First Schedule property containing several residential flats, garages, shop rooms and other units and to sell the same to its intending purchaser or purchasers.

AND WHEREAS the owner contracted with the developer herein and both the parties herein agree with each other to make construction of Multistoried building over the First Schedule.

AND WHEREAS the owner declares that the said land was not acquired / required by the authority under the Land Acquisition act 1894 or Act II or any other Act for the time being in force and not attached by any proceedings under Income Tax Act, Sale Tax Act, Service Tax, or under THE SECURITISATION AND

RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 or proceedings before National Company Tribunal and before any court of Law.

AND WHEREAS the owner is a Pvt Ltd Company and having Two Nos of directors namely Mahesh Kumar Sharma and Manish Kumar Maheswari and the share holders unanimously on it's annual/ extra ordinary general meeting on dated 12.09.2022 authorized one of the director named Mahesh Kumar Sharma to execute the development Agreement in favour of the developer herein for commercially exploit the land mentioned in the Schedule below.

AND WHEREAS the Developer / Promoter considering the proposal of the LAND OWNER have accepted the offer of the LAND OWNER for developing the First Schedule Property by erecting G+4 multi-storied building (subject to sanction of building plan by the sanctioning authority) over the First Schedule property and the Developer shall at his own cost and responsibility complete the construction and as a consideration for the First Schedule land and the Developer has agreed with the Land Owner to give 32.50% (THIRTY TWO POINT FIFTY) built up area of the completed construction area coupled with undivided proportionate share in the common area in the proposed Housing Complex/ Building details described in Second Schedule which will be declared as Land Owner's allocation.

ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with: -

1.1. OWNER: shall mean the aforesaid **M/s. BHAWANI ENCLAVES PRIVATE LIMITED, (CIN: U72900WB2007PTC119416 (PAN: AADCB3033E)** a private limited company incorporated under the Companies Act, 1956 and existing within the meaning of the Companies Act, 2013, having its Registered Office at 4/2, Agrasain Street, Howrah - 711 204, P.O: Liluah, P.S: Belur, in the State of West Bengal, herein represented by it's present Director **MR. MAHESH KUMAR SHARMA, (AADHAAR NO: 3063 0701 8720), (PAN: AKUPS8227K** son of Sri Keshar Deo Sharma, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 34 RNRC Ghat Road, P.O.- Howrah, P.S.- Shibpur, District- Howrah, Pin Code- 711102, West Bengal and it's administrators, executors and assigns.

AND

1.2. DEVELOPER: shall mean and include "**TIRUPATI CONSTRUCTION**" a Partnership Firm, **PAN- AAPFT1617F**, having its office at Dharampur, Digambar Biswas Road, besides Income Tax office, P.O & P.S- Chinsurah, District- Hooghly, 712101, represented by partner namely **1. SRI SUJIT KUMAR DEY, PAN- AGJPD4345E, AADHAAR No- 4337 4705 7243**, son of Sukumar Dey, and **SMT. SUSAMA DEY, PAN- APUPD0345L, AADHAAR No- 4361 6611 4882**, wife of Sri Sujit Kumar Dey, both by faith- Hindu, by Nationality- Indian, by occupation- Business, residing Dharampur, Digambar Biswas Road, opposite Rammohan Primary School, P.O & P.S- Chinsurah, Dist- Hooghly, Pin Code- 712101, and its administrators, executors and assigns.

1.3 TITLE DEEDS: shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.

1.4 PREMISES/PROPERTY: shall mean **ALL THAT** piece and parcel of land as described in the First schedule of this deed described herein below.

1.5 NEW BUILDING: shall mean the Multistoried Building (G+ 4) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the Hooghly- Chinsurah Municipality.

1.6 COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyments Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

1.7 COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.

1.8 SALEABLE SPACE: shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE: shall mean and include the total covered area of the unit plus minimum 25% service area, over the aforesaid total covered area, is applicable for individual unit.

1.10 BUILDING PLAN: shall mean such plan to be prepared by the Architect/Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

1.11 OWNERS' ALLOCATION shall be 32.50% (THIRTY TWO POINT FIFTY) built up area of the completed construction area coupled with undivided proportionate share in the common area in the proposed Housing Complex/ Building.

1.12 SECURITY DEPOSIT: That the developer shall pay Rs. 5,00,000.00/- (Rupees Five lakhs only) on the date of the agreement as part of the Security deposit which shall be kept by land owners and after completion of the building handing over the land owners allotment, the entire security deposit of Rs. 5,00,000.00/- (Rupees Five lakhs only) shall be refunded to the developer without any interest, in default the developer shall have liberty to initiate appropriate proceedings for recovery of the security deposit before the appropriate authority or the competent court of law having its proper jurisdiction.

1.13 DEVELOPERS'/PROMOTERS' ALLOCATION: shall mean the remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

1.14 TRANSFER: shall mean and included transfer by delivered of possession as

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per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMEENCEMENT & DURATION

2.1 This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter continue till sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will be coming to an end. The building shall be completed within 48 months from the date of sanction building plan.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The owner hereby declare that it is the absolute owner of the First schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.

3.2 That the owner hereby agreed that it will not grant lease, mortgage, charge or encumber the First schedule property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.3. That the owner hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Complaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the First schedule land and adjacent land and betterment of

project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein.

3.4. That the owner shall be liable and responsible for litigation, if any arise due to defects on it's part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer(s).

3.5. That the owner hereby undertake to deliver and/or handover all the Photostat copy, certified copy and Original of all the Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.

3.6 That the Owner hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners' allocation as mentioned.

3.7 TAX LIABILITY OF THE LAND OWNER: The Land owner shall have to pay the entire Government dues other than Municipal Tax and others till the date of execution of this agreement and if any dues arises in future for the said period the land owner shall be liable for that and further if any GST or other Tax liberty arises for the allotment of land owners allocation, then the land owner shall have to pay the same, as the aforesaid is mutually settled by the parties if any contrary provisions let down in any law the same shall not be attracted here.

3.8 The Owner hereby agree to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser(s).

3.9 The owner hereby undertake not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fail to deliver possession of the owners' Allocation within the stipulated period, then the owner will be entitled to get compensation/damages from the Developer as deemed fit by the Developer. Be it mentioned here that the Time will be essence of the contract.

3.10 That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 48 months from the date of obtaining the sanction building plan and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 12 months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer(s) will fail or neglect to handover the possession of Owners' Allocation within the said stipulated time, then in that case the Owner(s) shall have every right to take legal steps with due process of law.

3.11 That LAND OWNER herein execute GENERAL POWER OF ATTORNEY in favour of "**TIRUPATI CONSTRUCTION**" a Partnership Firm, **PAN- AAPFT1617F**, having its office at Dharampur, Digambar Biswas Road, besides Income Tax office, P.O & P.S- Chinsurah, District- Hooghly, 712101, represented by partner namely **1. SRI SUJIT KUMAR DEY, PAN- AGJPD4345E, AADHAAR No- 4337 4705 7243**, son of Sukumar Dey, and **SMT. SUSAMA DEY, PAN- APUPD0345L, AADHAAR No- 4361 6611 4882**, wife of Sri Sujit Kumar Dey, both by faith- Hindu, by Nationality- Indian, by occupation- Business, residing Dharampur, Digambar Biswas Road, opposite Rammohan Primary School, P.O & P.S- Chinsurah, Dist- Hooghly, Pin Code- 712101, conferring all powers together with the right of development and sale of the units/flats/car parking spaces/shops in the Developer's share together with proportionate share of land underneath of the proposed multi storied building on behalf of the owners, SO KNOW ALL WOMEN & MEN BY this Power – of – attorney executed today, the LAND OWNER / VENDOR herein do hereby nominate constitute and appoint "**TIRUPATI CONSTRUCTION**" a Partnership Firm, **PAN- AAPFT1617F**, having its office at Dharampur, Digambar Biswas Road, besides Income Tax office, P.O & P.S- Chinsurah, District- Hooghly, 712101, represented by partner namely **1. SRI SUJIT KUMAR DEY, PAN- AGJPD4345E, AADHAAR No- 4337 4705 7243**, son of Sukumar Dey, and **SMT. SUSAMA DEY, PAN- APUPD0345L, AADHAAR No- 4361 6611 4882**, wife of Sri Sujit Kumar Dey, both by faith- Hindu, by Nationality- Indian, by occupation- Business, residing Dharampur, Digambar Biswas Road, opposite Rammohan Primary School, P.O & P.S- Chinsurah, Dist- Hooghly, Pin Code- 712101, AS IT'S TRUE AND LAWFUL ATTORNEY, FOR IT'S NAME AND ON IT'S BEHALF, to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things :

I) To work, manage, control and supervise the management and administration of the properties fully described in the schedule below and protect them from others.

II) To enter into contract, covenant and arrangement of any kind whatsoever in relation thereto and to modify, revoke and cancel the same as it will think fit and proper.

III) To sign and give notice or notices to any tenant or tenants and other occupiers of the lands and buildings belonging to it's estate, and to negotiate with it, to quit

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and vacate or to repair any damage or to abate any nuisance or to remedy a breach of covenant or contract or for any other purpose or purposes whatsoever and to avail of and enforce all remedies open to it in respect thereof and to enter into any such property or properties with a view to inspecting the same or exercising any right vested to us.

IV) To make, sign and verify all applications for sanction of building plan or any application before the Court of Law, Tribunals, or such other places for conducting court cases or any other required by law in connection with the management of our property or properties.

V) To appear for and represent it before the Board of Revenue, Collector of the District, Sub-Divisional Officer, any Magistrate, Judge, Munsiff, and in all Government Offices, Commissioners, in all matters and things relating to our estate or its affairs.

VI) To appoint, engage on our behalf pleaders, advocates or solicitors whenever it's said attorney will think proper to do so and to discharge and/or terminate it's appointment.

VII) To compromise, compound or withdraw cases, or be none suited to refer to Reference Court or arbitration all dispute and differences.

VIII) To develop it's property as per this developers agreement and to enter in the agreement for sale of flats, units of the multistoried building on it's behalf.

IX) GENERALLY TO ACT as Attorney or agent in relation to the matter aforesaid and all other matters in which we may be interested or concerned and on it's behalf to execute and to do all deed, acts or things as fully and effectual in all respect as itself to do if personally present.

X) To apply for electric connection and installation of transformer and water connection.

XI) AND GENERALLY to act as it's Attorney or Agent in India in relation to all matters in respect of it's schedule land and building which it's now or may hereafter be interested or concerned and on it's behalf to execute and do all instruments, acts, matters and things as fully and effectually as we would do it personally present and We hereby agree to ratify and confirm whatsoever our said attorney will lawfully do or purport to do by virtue of these presents.

XII) **TO EXECUTE AND REGISTER PROPER INSTRUMENT FOR DEED FOR SALE ON DULY STAMP CONVEYANCE FOR THE DEVELOPERS ALLOTMENT AS PER THIS SELF SAME DEVELOPER AGREEMENT ON O IT'S BEHALF AND WILL PRESENT THE SAME BEFORE THE REGISTERING AUTHORITY AND SHALL ADMIT EXECUTION AND REGISTRATION** and also shall complete and observe all formalities in respect of it's schedule land for deed for sale and shall take all money and consideration and to grant receipt for acknowledge of payment.

XIII) **AND WE HEREBY AGREE TO RATIFY AND CONFIRM** all and whatsoever it's said attorney will lawfully do or cause to be done, under the power in that behalf herein before contained, execute or perform in exercise of the power, authorities and liberties hereby conferred upon under and by virtue of this deed and power granted herein, as if physically could have been done by the Land owners, if physically present.

ARTICLE - IV:

DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The Developer hereby agreed to complete the multi-storied (G+4 -storied) building over the property as per plan as sanctioned by the concerned Municipal Authority with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+4-storied Building will be submitted for sanction before the concerned Municipality.

4.2 The Developer hereby declares to take care of the local hazards or accident during the continuation of construction and the owner shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owner or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building **within aforesaid stipulated months** from the date of execution and Registration of this Agreement, and if required, the owner will further allow aforesaid stipulated months for delivery of possession of the owners' allocation without claiming any damages. ***It is also agreed that the demarcation of the owners' allocation will be made first and after that the Developer will be entitled to transfer and handover possession of the Developer's Allocation*** and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that ***the Developer will obtain Completion Certificate (C.C.) at it's own cost expenses, if the authority permits*** and Xerox copy of the same will be given to all the owner/occupier of the units of the newly constructed building.

4.4 That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner is bound to take possession within 30 days from the date of service of this letter. If the owner fail to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice. If the land owner found any deviation or any unauthorized work of construction according to Building Plan, matter of taking hand

over by Land Owner will be extended for further discussion, but the developer may handover its allocation during the period.

That the owner shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

4.5 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner is not interfere during the construction and after completion of the building and handover the same to the Owner and Intending Purchaser(s), the Developer shall have no liability for any incident occurred in the said Building.

ARTICLE – V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's allocation.

5.2 That if the Developer fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the Owner shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

ARTICLE – VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owner in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer

shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. ***The Developer shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses.***

6.4 That the developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owner or its transferee to the Developer for its respective meters in the individual name(s) of the Owner. It is also mentioned that the Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owner.

ARTICLE - VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement and after handing over the possession of the flats all the flats owner will pay due according to it's shares.

7.2 As soon as the respective self-contained flat is completed the developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the newly constructed building and after 4 years from the date of service of such notice and at all times, thereafter the owner shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with

reference to the saleable space in the building if any are levied on the building as whole.

7.3 The Owner and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and income taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owner hereby agreed that it shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner for the same the developer will be entitled to get damages.

7.4 The owner or its agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or its legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - VIII. COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal authority concern in this behalf.

8.3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.4. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.

8.7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE – IX. OWNER'S DUTY & INDEMNITY

9.1. The owner doth hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or their heirs, agents, servants, representatives causing hindrance or impediments to such

construction the owner will be liable to repay entire amount invested by the developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land owner, then owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2. The owner or their legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3. It is agreed that the owner will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer.

9.4. That the owner and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owner, the legal heir of the said owner will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - X. DEVELOPER'S DUTY

10.1. That the Developer hereby agree and covenants with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the owners' allocation in the building at the said premises after delivery of Re-possession thereof to the owner(s) and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.

10.2. The Developer hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

ARTICLE – XI. MISCELLANEOUS

11.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owner and/or its transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.3 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

11.4 **ASSOCIATION FORMATION:** The developer shall formed the apartment owners association after sell of 75 % of the flat including the land owners allotment and hand over the necessary documents to the flat owners association till the date of formation of association the respective flat owners or the owners obtain the flat by allotment or its transferee shall pay the maintenance amount month by month to the developer which shall justifiably fixed by the developer.

11.5 The Land owner and developer shall jointly select the name of the housing Complex and each of the blocks and the land owner shall not have any right to object the same.

11.6 The project shall be guided RERA, as notified and may be in force for time being.

ARTICLE - XII. FORCE MAJEURE

12. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XIII. ARBITRATION CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable, the seat of Arbitration shall be at Calcutta.

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

SPECIFICATION OF THE BUILDING AND FLAT

STRUCTURE :

Earthquake resistant RCC framed construction within fill brick wall.

WALLS: 8" Thick Walls On External Faces, 5" thick Brick Partition walls between flats and Internal Partitions.

BED ROOM & LIVING Vitrified Tiles flooring with 4" High Skirting on all side of walls.

KITCHEN: Vitrified Tiles flooring with 4" high Skirting On all side of walls, Black Stone Cooking Platform, 2'-0" high Glazed Tiles Over Coking Platform,

One Steel Sink with Tap (C.P). Electric & Plumbing provision. (If open kitchen then floor must be Vitrified tiles and separated kitchen will be Marbella floor)

TOILET:

Marble Flooring, Glazed Tiles Upto 6'-0" high From Floor Level On all Sides Two Taps (CP). One European or Indian type W.C. Pan with Low Down Rushing cistern will be provided.

DOOR: Door will be commercial flush doors Sal wood Frames & P.V.C. Door will be provided in toilet.

WINDOW:

Aluminum Window with Glass & M.S. Grills will be provided.

INTERNAL FINISH: Putty On all the walls & Ceiling

EXTERNAL FINISH:

Latest water proof non fading exterior finish of the highest quality. EXTERNAL PLUMBING & SANITARY: All External Soil, vent & Waste water pipes are P.V.C.

WATER SUPPLY:

24 hours water supply, distribution line from overhead tank.

ELECTRICAL:

Concealed Wiring with F.R.W. with branded quality switches musterbed a/c provision (not wearing)

BALCONY:

FLOOR: Vitrified Tiles.

WALLS & CEILING: Exterior Paint

FIRST SCHEDULE

DESCRIPTION OF LAND

ALL THAT piece and parcel of piece and parcel of bastu land measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56,

Continued.....Page

L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 976, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality TOGETHER WITH all sorts of privileges, easements rights attached thereto.

AREA BUTTED & BOUNDED :-

NORTH :- Property of Bhawani Enclaves Pvt Ltd

SOUTH :- Drain.

EAST :- 16 feet wide Common Passage and thereafter remaining land of L.R. Dag No. 230

WEST :- Remaining land of L.R. Dag No. 231.

THE SECOND SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

That as consideration of the First Schedule land developer shall give 32.50% (THIRTY TWO POINT FIFTY) of the complete construction area coupled with undivided proportionate share in the common area in the proposed Housing Complex/ Building which is described is OWNER'S ALLOCATION.

NOTE: Any extra work, which is not mentioned in the specification, will be charged extra as per market rate and fixed up by the Developer. No outside contractors will be allowed to execute any work till the possession of the space is taken.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

Within the building constructed on the First Schedule land the DEVELOPER / PROMOTER will get entire constructed area except the effect of Second Schedule on the proposed multistoried building with lift facilities on the First Schedule land with proportionate share of land of First Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON AREAS)

Shall mean all areas which are common to the flats or Units, e.g. common passage, stair case, lobbies, lift, lift room, water pump, electricity, transformer, meter room, passage, underground water reservoir, septic tank, overhead water tank, drain and other common spaces to be available for the common use.

IN WITNESSES WHEREOF THE PARTIES hereto have set and subscribed their respective hands and seals the^{06th} day of March, 2023 first above written.

THE AGREEMENT FOR DEVELOPMENT
ALONG WITH POWER OF ATTORNEY IS
EXPLAINED OVER US AND
UNDERSTANDING ALL THE MEANING
OF THE EXPRESSION USED IN THE
AGREEMENT FOR DEVELOPMENT
ALONG WITH POWER OF ATTORNEY
AND KNOWING FULLY WELL THE
EFFECT OF THE SAME, WITHOUT ANY
INSTRUCTION AND FEAR OF ANYONE
SIGNED, SEALED & DELIVERED

In presence of the WITNESS:-

WITNESSES:

1. *Raj Kumar Dey*
Serampore, Hooghly

2. *Debidutta Chakrabarty*
Serampore, Hooghly

Bhawani Enclaves Pvt. Ltd.

[Signature]

Director

**SIGNATURE OF THE FIRST
PART / LAND OWNER**

FIRUPATI CONSTRUCTION

Susid Kumar Dey
PARTNER

FIRUPATI CONSTRUCTION

Susana Dey

PARTNER

**SIGNATURE OF THE DEVELOPER/
PROMOTER**

MEMO OF CONSIDERATION

RECEIVED total Rs. 5,00,000.00/- (Rupees Five lakhs only)
from the Developer as consideration money for the Schedule description of the land for
development agreement as follows:-

| Dated | Cheque No./NEFT/ RTGS/Transfer | Bank and Branch | Amount (In Rs.) |
|--------------|---|------------------------------------|----------------------------|
| 28.02.2023 | RTGS | Bank of India, Chinsurah Branch | 5,00,000.00/- |
| Total | | | 5,00,000.00/- |

WITNESS:-

1. *Raj Kumar Doley*
Serampore, Hooghly

2. *Debdi Chakraborty*
Serampore, Hooghly

Bhawani Enclaves Pvt. Ltd.



Director

SIGNATURE OF THE LAND OWNER

Drafted by me:

Pragnya Chatterjee
Pragnya Chatterjee

Advocate, High Court, Calcutta
Enrolment No. F-1768/1319 of 2021

Type by me:

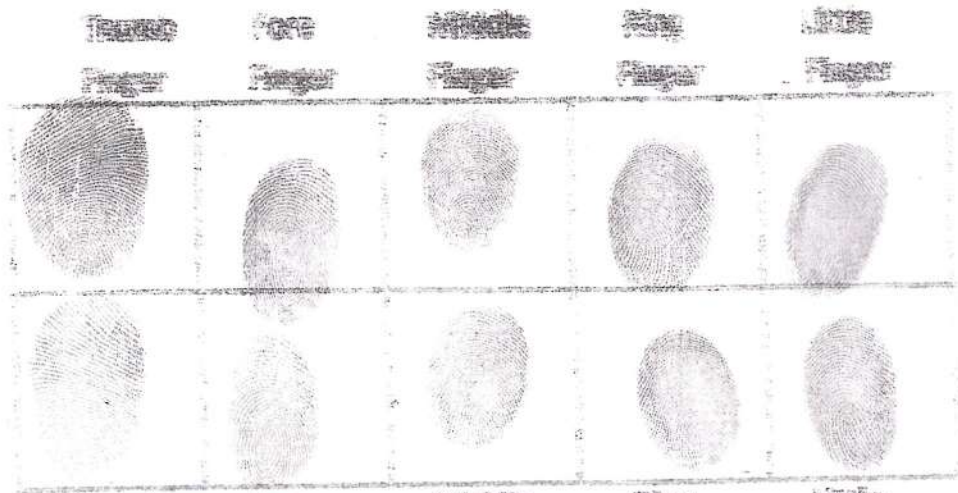
Debdi Chakraborty
Debdi Chakraborty, Delta House, Kolkata- 700001

Finger Prints of Both Hands

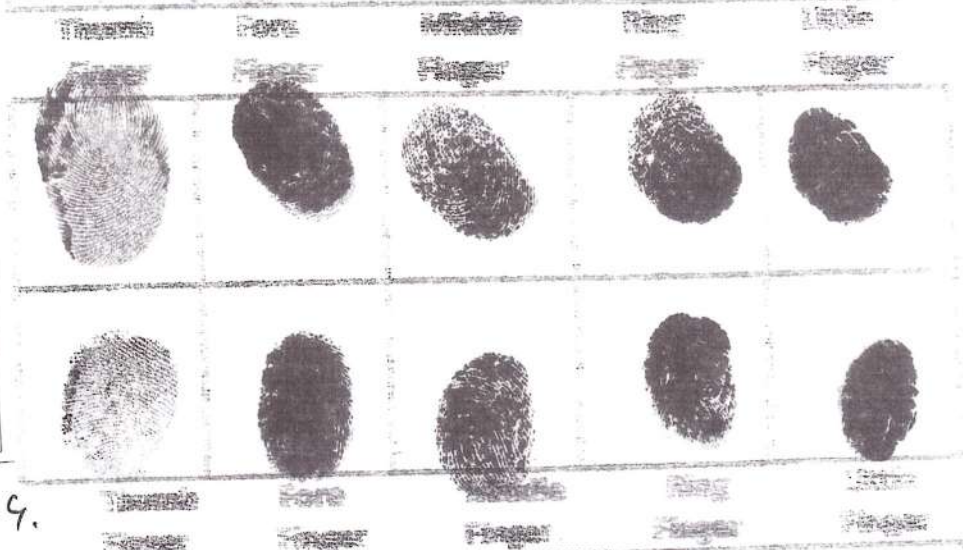


M. S. S. S. S.

M. S. S. S. S.



Susil Kumar Dey.



Lusene Dey.





Government of West Bengal

GRIPS 2.0 Acknowledgement Receipt

Payment Summary



030320232032043303

GRIPS Payment Detail

| | | | |
|-------------------|--------------------|---------------------|---------------------|
| GRIPS Payment ID: | 030320232032043303 | Payment Init. Date: | 03/03/2023 16:43:36 |
| Total Amount: | 40065 | No of GRN: | 1 |
| Bank/Gateway: | ICICI Bank | Payment Mode: | Online Payment |
| BRN: | 96023357 | BRN Date: | 03/03/2023 16:45:40 |
| Payment Status: | Successful | Payment Init. From: | GRIPS Portal |

Depositor Details

| | |
|-------------------|--------------------|
| Depositor's Name: | PRIYANKA MUKHERJEE |
| Mobile: | 9432140806 |

Payment(GRN) Details

| Sl. No. | GRN | Department | Amount (₹) |
|---------|--------------------|---|------------|
| 1 | 192022230320433041 | Directorate of Registration & Stamp Revenue | 40065 |
| Total | | | 40065 |

IN WORDS: FORTY THOUSAND SIXTY FIVE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192022230320433041

GRN Details

| | | | |
|------------------------|---------------------|---------------------|---------------------|
| GRN: | 192022230320433041 | Payment Mode: | Online Payment |
| GRN Date: | 03/03/2023 16:43:36 | Bank/Gateway: | ICICI Bank |
| BRN : | 96023357 | BRN Date: | 03/03/2023 16:45:40 |
| GRIPS Payment ID: | 030320232032043303 | Payment Init. Date: | 03/03/2023 16:43:36 |
| Payment Status: | Successful | Payment Ref. No: | 2000588258/2/2023 |
| [Query No*/Query Year] | | | |

Depositor Details

| | |
|---------------------------|---|
| Depositor's Name: | PRIYANKA MUKHERJEE |
| Address: | KOLKATA |
| Mobile: | 9432140806 |
| Depositor Status: | Advocate |
| Query No: | 2000588258 |
| Applicant's Name: | Miss Priyanka Mukherjee |
| Identification No: | 2000588258/2/2023 |
| Remarks: | Sale, Development Agreement or Construction agreement |
| Period From (dd/mm/yyyy): | 03/03/2023 |
| Period To (dd/mm/yyyy): | 03/03/2023 |

Payment Details

| Sl. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|------------|
| 1 | 2000588258/2/2023 | Property Registration- Stamp duty | 0030-02-103-003-02 | 35051 |
| 2 | 2000588258/2/2023 | Property Registration- Registration Fees | 0030-03-104-001-16 | 5014 |
| Total | | | | 40065 |

IN WORDS: FORTY THOUSAND SIXTY FIVE ONLY.



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

| | | | |
|--|--|---------------------|------------|
| Visit Commission Case No / Year | 0601000307/2023 | Date of Application | 06/03/2023 |
| Query No / Year | 06012000588258/2023 | | |
| Transaction | [0110] Sale, Development Agreement or Construction agreement | | |
| Applicant Name of QueryNo | Miss Priyanka Mukherjee | | |
| Stampduty Payable | Rs.40,051/- | | |
| Registration Fees Payable | Rs.5,014/- | | |
| Applicant Name of the Visit Commission | Mr R Koley | | |
| Applicant Address | cns | | |
| Place of Commission | Dharampur, Digambar Biswas Road, Opposite Rammohan Primary School, City:- , P.O:- Chinsurah, P.S:-Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712101 | | |
| Expected Date and Time of Commission | 06/03/2023 6:00 PM | | |
| Fee Details | J1: 250/-, J2: 400/-, PTA-J(2): 0/-, Total Fees Paid: 650/- | | |
| Remarks | | | |









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue





OFFICE OF THE D.S.R. - I HOOGHLY, District Name :Hooghly

Signature / LTI Sheet of Query No/Year 06012000588258/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|---|---|---|
| 1 | Mr Mahesh Kumar Sharma 34 RNRC Ghat Road, City:- , P.O:- Howrah, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102 | Representative of Land Lord [BHAWAN I ENCLAVE S PRIVATE LIMITED] |  |  |  06.03.23 |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 2 | Shri Sujit Kumar Dey Dharampur, Digambar Biswas Road, Opposite Rammohan Primary School, City:- , P.O:- Chinsurah, P.S:- Chinsurah, District:- Hooghly, West Bengal, India, PIN:- 712101 | Representative of Developer [TIRUPATI CONSTRUCTION] |  |  |  06.03.2023 |

I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|---|---|-------------------------------------|
| 3 | Smt Susama Dey Dharampur, Digambar Biswas Road, Opposite Rammohan Primary School, City:- , P.O:- Chinsurah, P.S:- Chinsurah, District:- Hooghly, West Bengal, India, PIN:- 712101 | Represent ative of Developer [TIRUPAT I CONSTR UCTION] |  | 98 ✓  | <i>Susama Dey</i> 06.03.2023 |
| SI No. | Name and Address of identifier | Identifier of | Photo | Finger Print | Signature with date |
| 1 | Mr Rajkumar Koley Son of Late Madan Mohan Koley 59/B, Mukherjee Para Lane, City:- , P.O:- Serampore, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201 | Mr Mahesh Kumar Sharma, Shri Sujit Kumar Dey, Smt Susama Dey |  | 983  | <i>Rajkumar Koley</i> 06/03/2023 |

(Jayanti Mukhopadhyay)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. - I
HOOGHLY

Hooghly, West Bengal



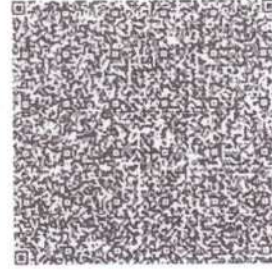
ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 0656/05293/01034

To
সুষমা দে
Susama Dey
C/O Sujit Kumar Dey
Dharampur Digambar Biswas Road
Opposite Rammohan Primary School Chinsurah
Hugli-Chinsurah(M)
Chinsurah
Hooghly Hooghly
West Bengal 712101
9007860329
165497347
ME654973479FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

4361 6611 4882

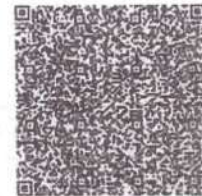
আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



সুষমা দে
Susama Dey
জন্মতারিখ / DOB : 28/11/1979
মহিলা / Female



4361 6611 4882

আমার আধার, আমার পরিচয়

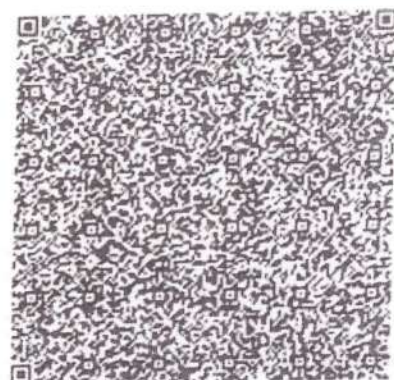
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
APUPD0345L



नाम / Name
SUSAMA DEY

पिता का नाम / Father's Name
SUKUMAR KUNDU

जन्म की तारीख
Date of Birth
28/11/1979

Susama De.
हस्ताक्षर / Signature

09082019

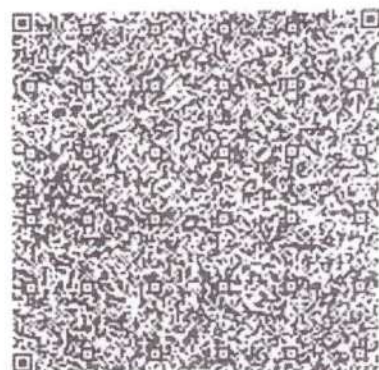
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AGJPD4345E



नाम / Name
SUJIT KUMAR DEY

पिता का नाम / Father's Name
SUKUMAR DEY

जन्म की तारीख
Date of Birth
07/01/1972

Sujit Kumar De,
हस्ताक्षर / Signature

22072019



Mongesur



ভারত সরকার
Unique Identification Authority of India

তালিকাভুক্তির আই ডি / Enrollment No.: 2010/19173/00319

गणेश कुमार शर्मा

Mahesh Kumar Sharma

S/O Keshardeo Sharma

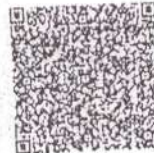
34 R N R C GHAT ROAD

Haora Corporation

Sibpur

Haora

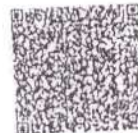
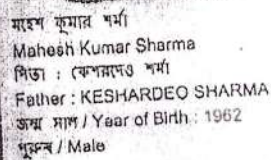
West Bengal 711102



আপনার আধার সংখ্যা / Your Aadhaar No. :


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আধার - সাধারণ মানুষের অধিকার



3063 0701 8720

আধার - সাধারণ মানুষের অধিকার



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BHAWANI ENCLAVES PRIVATE
LIMITED

10/10/2007

Permanent Account Number

AADCBB3033E

08012008

Bhawani Enclaves Pvt. Ltd.

Director

इस कार्ड के खोलने पर सूचना दी जायेगी - 10/10/07
1. आयकर विभाग, दिल्ली, 110001
2. आयकर विभाग, दिल्ली, 110001
3. आयकर विभाग, दिल्ली, 110001
4. आयकर विभाग, दिल्ली, 110001

1. This card is for the purpose of providing information to the public.
2. This card is for the purpose of providing information to the public.
3. This card is for the purpose of providing information to the public.
4. This card is for the purpose of providing information to the public.

Major Information of the Deed

| | | | |
|--|---|--|------------|
| Deed No : | I-0601-03452/2023 | Date of Registration | 18/04/2023 |
| Query No / Year | 0601-2000588258/2023 | Office where deed is registered | |
| Query Date | 03/03/2023 2:10:30 PM | D.S.R. - I HOOGHLY, District: Hooghly | |
| Applicant Name, Address & Other Details | Priyanka Mukherjee Delta House Room No 3B Third Floor, 4 Govt. Place North,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9330973481, Status :Advocate | | |
| Transaction | | Additional Transaction | |
| [0110] Sale, Development Agreement or Construction agreement | | [4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-] | |
| Set Forth value | | Market Value | |
| Rs. 1/- | | Rs. 1,62,25,562/- | |
| Stampduty Paid(SD) | | Registration Fee Paid | |
| Rs. 40,051/- (Article:48(g)) | | Rs. 5,046/- (Article:E, E, B, M(b), H) | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: Hooghly, P.S:- Chinsurah, Municipality: HOOGHLY-CHINSURAH, Road: Mahatma Gandhi Road, Mouza: Chinsurah, , Ward No: 22, Holding No:976 JI No: 20, Pin Code : 712101

| 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-230 (RS :-) | LR-12558 | Special Housing Project | Bastu | 0.167 Acre | 1/- | 1,62,25,562/- | Width of Approach Road: 16 Ft., Adjacent to Metal Road, |
| Grand Total : | | | | | 16.7Dec | 1 /- | 162,25,562 /- | |

Land Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | BHAWANI ENCLAVES PRIVATE LIMITED 4/2, Agrasain Street, City:- , P.O:- Liluah, P.S:-Liluah, District:-Howrah, West Bengal, India, PIN:- 711204 , PAN No.:: AAxxxxxx3E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | TIRUPATI CONSTRUCTION Dharampur, Digambar Biswas Road, Besides Income Tax Office, City:- , P.O:- Chinsurah, P.S:-Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712101 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | Mr Mahesh Kumar Sharma (Presentant) Son of Shri Keshar Deo Sharma 34 RNRC Ghat Road, City:- , P.O:- Howrah, P.S:-Shibpur, District:- Howrah, West Bengal, India, PIN:- 711102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx7K, Aadhaar No: 30xxxxxxxx8720 Status : Representative, Representative of : BHAWANI ENCLAVES PRIVATE LIMITED (as Director (Represent Land Owner)) |
| 2 | Shri Sujit Kumar Dey Son of Sukumar Dey Dharampur, Digambar Biswas Road, Opposite Rammohan Primary School, City:- , P.O:- Chinsurah, P.S:-Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx5E, Aadhaar No: 43xxxxxxxx7243 Status : Representative, Representative of : TIRUPATI CONSTRUCTION (as Partner (Developer)) |
| 3 | Smt Susama Dey Wife of Shri Sujit Kumar Dey Dharampur, Digambar Biswas Road, Opposite Rammohan Primary School, City:- , P.O:- Chinsurah, P.S:-Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712101, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx5L, Aadhaar No: 43xxxxxxxx4882 Status : Representative, Representative of : TIRUPATI CONSTRUCTION (as Partner (Developer)) |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| Mr Rajkumar Koley Son of Late Madan Mohan Koley 59/B, Mukherjee Para Lane, City:- , P.O:- Serampore, P.S:-Serampur, District:- Hooghly, West Bengal, India, PIN:- 712201 | | | |
| Identifier Of Mr Mahesh Kumar Sharma, Shri Sujit Kumar Dey, Smt Susama Dey | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------------------|--------------------------------|
| 1 | BHAWANI ENCLAVES PRIVATE LIMITED | TIRUPATI CONSTRUCTION-16.7 Dec |

Land Details as per Land Record

District: Hooghly, P.S:- Chinsurah, Municipality: HOOGHLY-CHINSURAH, Road: Mahatma Gandhi Road, Mouza: Chinsurah, , Ward No: 22, Holding No:976 JI No: 20, Pin Code : 712101

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|---|---|--|
| L1 | LR Plot No:- 230, LR Khatian No:- 12558 | Owner:নন্দকিশোর লাথোড়িয়া, Gurdian:সীতারাম , Address:547,জি.টি.রোড, জেলা-হাওড়া , Classification:শালি, Area:0.16700000 Acre, | Seller is not the recorded Owner as per Applicant. |

On 06-03-2023

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

Presented for registration at 17:30 hrs on 06-03-2023, at the Private residence by Mr Mahesh Kumar Sharma ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,62,25,562/-

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

Execution is admitted on 06-03-2023 by Mr Mahesh Kumar Sharma, Director (Represent Land Owner), BHAWANI ENCLAVES PRIVATE LIMITED (Private Limited Company), 4/2, Agrasain Street, City:- , P.O:- Liluah, P.S:-Liluah, District:-Howrah, West Bengal, India, PIN:- 711204

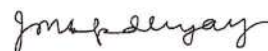
Indetified by Mr Rajkumar Koley, , Son of Late Madan Mohan Koley, 59/B, Mukherjee Para Lane, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Business

Execution is admitted on 06-03-2023 by Shri Sujit Kumar Dey, Partner (Developer), TIRUPATI CONSTRUCTION (Partnership Firm), Dharampur, Digambar Biswas Road, Besides Income Tax Office, City:- , P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712101

Indetified by Mr Rajkumar Koley, , Son of Late Madan Mohan Koley, 59/B, Mukherjee Para Lane, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Business

Execution is admitted on 06-03-2023 by Smt Susama Dey, Partner (Developer), TIRUPATI CONSTRUCTION (Partnership Firm), Dharampur, Digambar Biswas Road, Besides Income Tax Office, City:- , P.O:- Chinsurah, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712101

Indetified by Mr Rajkumar Koley, , Son of Late Madan Mohan Koley, 59/B, Mukherjee Para Lane, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Business



Jayanti Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I HOOGHLY
Hooghly, West Bengal

On 09-03-2023

Payment of Fees

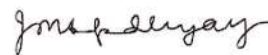
Certified that required Registration Fees payable for this document is Rs 5,046.00/- (B = Rs 5,000.00/- ,E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 5,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 4:45PM with Govt. Ref. No: 192022230320433041 on 03-03-2023, Amount Rs: 5,014/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 96023357 on 03-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,051/- and Stamp Duty paid by by online = Rs 35,051/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2023 4:45PM with Govt. Ref. No: 192022230320433041 on 03-03-2023, Amount Rs: 35,051/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 96023357 on 03-03-2023, Head of Account 0030-02-103-003-02



Jayanti Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I HOOGHLY
Hooghly, West Bengal

On 17-03-2023

Payment of Fees

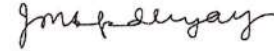
Certified that required Registration Fees payable for this document is Rs 5,046.00/- (B = Rs 5,000.00/- ,E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,051/- and Stamp Duty paid by Stamp Rs 5,000.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 983, Amount: Rs.5,000.00/-, Date of Purchase: 03/03/2023, Vendor name: Ar
2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

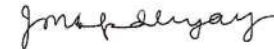


Jayanti Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I HOOGHLY
Hooghly, West Bengal

On 18-04-2023

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

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



Jayanti Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I HOOGHLY
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 0601-2023, Page from 64029 to 64067
being No 060103452 for the year 2023.**



Jayanti Mukhopadhyay

Digitally signed by JAYANTI
MUKHOPADHYAY
Date: 2023.04.18 15:43:08 -07:00
Reason: Digital Signing of Deed.

(Jayanti Mukhopadhyay) 2023/04/18 03:43:08 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I HOOGHLY

West Bengal.

(This document is digitally signed.)
