

SL No → 1207/2021

2-1092/21



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

G 210930

G 210930

Endorsement sheet and signature
sheet attached with the documents
are Part of the Document

Addl. Dist. Sub-Registrar
Chandannagar Hooghly
15 MAR 2021

**DEVELOPER'S AGREEMENT FOR
DEVELOPMENT**

THIS DEVELOPER'S AGREEMENT FOR DEVELOPMENT is made this on the 15th day of March in the year 2021 (Two Thousand and Twenty One) of the Christian Era.

Contd...2

SRI SANDIP DEY (PAN AKIPD7281J), Aadhaar Card No. : - 4692 7980 0726, S/o. Late Dr. Khagendra Nath Dey, by Profession Business. aged about 60 Years, by Caste Hindu, (Indian Citizen), residing at 561, Lichubagan, P.O. & P.S. Bhadreswar, Dist. Hooghly, W.B. Pin 712124, **sole Proprietor of Dey's Enterprise a Proprietorship Firm**, having its office at 561, Lichubagan, P.O. & P.S Bhadreswar, Dist. Hooghly, Pin 712124, in the state of west Bengal, hereinafter called and referred as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his executors, heirs, legal representatives, executors. administrators, and assigns) of **THE FIRST PART.**

SRI TAPAS GHOSH S/o. Late Biswanath Ghosh (PAN AMAPG8524F), Aadhaar Card No. - 7808 0507 6650 by Caste Hindu, (Indian Citizen), by Profession Service, residing at 67, Netaji Pally, P.O. Angus, P.S. Bhadreswar, Dist. Hooghly, W.B. Pin 712221, hereinafter called and referred to as the **LAND OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs. legal representatives. executors, administrators, and assigns of **THE SECOND PART.**


TITLE DEED WHEREAS the property mentioned in the schedule hereunder previously owned by Sri Panchu Gopal Sabui S/o. Late Balai Lal Sabui of G.T. Road. P.O. & P.S Bhadreswar, Dist. Hooghly, who sold the schedule mentioned property admeasuring 0.049 Acre or more or less 3 katha 10 Sq.ft. of Bastu Land to Biswanath Ghosh S/o. Late Kanai Lal Ghosh of Kantadanga, Netaji Pally, P.O. Angus, P.S. Bhadreswar, Dist. Hooghly, Pin 712221, which is registered at A.D.S.R. Chandernagore, recorded in Book No. I. Volume No. 29, pages from 81 to 84, vide Sale Deed No. 1674 of 1975 and since then he has been possessing the said property by paying relevant rent and taxes to the appropriate authority.

AND WHEREAS during his absolute possession said Biswanath Ghosh S/o. Late Kanai Lal Ghosh Gifted the schedule mentioned property to his son Sri Tapas Ghosh of Netaji Pally, P.O. Angus, P.S. Bhadreswar, Dist. Hooghly, Pin 712221, by virtue of Gift Deed Recorded in Book No. I, Volume No. I, Pages from 1415 to 1430, being No. 00084 for the year 2012 registered at A.D.S.R office at Chandernagore, on 17/01/2012. Since then he has been possessing the said property by paying relevant rent and taxes to the appropriate authority by mutating his name before the B.L. & L.R.O. in separate khatian being no. 8508 and before the local Champdani Municipality in separate holding being no. 67, Netaji Pally under Ward No. 22.

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

- 1.1. **LAND OWNER(S)** shall mean **SRI TAPAS GHOSH**, S/o. Late Biswanath Ghosh residing at Netaji Pally, P.O. - Angus. P.S. Bhadreswar, Dist. - Hooghly, Pin 712221, hereinafter called and referred to as the **LAND OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators, and assigns.
- 1.2. **DEVELOPER(S)** shall mean **SANDIP DEY** son of Late Dr. Khagendra Nath Dey, residing at Lichu Bagan P O. & P.S. Bhadreswar, Pin 712124, sole Proprietor of Dey's Enterprise, a Proprietorship Firm having its office at Lichu Bagan. P.O. & P.S.- Bhadreswar. Dist. Hooghly, Pin 712124, and his heir, heirs and legal representatives and successors in interest.
- 1.3. **AND WHEREAS** the Land Owner(s) considering the circumstances and he has decided to make construction of new multi-storied building on the Schedule - A property by appointing one reliable and experienced Developer who at his own cost and responsibility shall make, complete the construction work as per plan, sanctioned by the Champdani Municipality.
- 1.4. **AND WHEREAS** considering the good-will and creditability of the Developer, the party of the First Part hereto, the Land Owner(s) approached to the Developer for making construction of Multi-storied building over the Schedule "A" Property and the Developer considering the bonafied approach have agreed to accept of the proposal of the Land Owner and also has agreed to make construction of Multistoried building over the Schedule "A" Property subject to condition that one Revocable Registered Power of Attorney is to be executed by confirming all Power to the Developer or his nominated person of the Developer and also agreed on the terms and conditions as mentioned below and both the parties accept the said terms and conditions and for avoid future litigations and complications the parties named above have agreed to execute the Joint Venture Development Agreement/memorandum of Agreement these present and the object of selling flats shops to intending purchaser(s) from the developer's allocation.

PREMISES shall mean all the part and parcel of Bastu land measuring 0.049 Acre or 03 Cottah 10 Sft. a little more or less consisting of described in the -Schedule-A" property written hereunder.

- 1.5. **NEW BUILDING** shall mean and include the proposed multi-storied building to be constructed over the "Schedule - A" Property as per the sanction plan by the concerned authority.
- 1.6. **COMMON FACILITIES AND AMENITIES** shall include corridors, stairways, passage ways, Water Tanks, Common Bathroom, Deep Tube-well, Overhead Water Tank, Water Pump and Motor, Entrance & Exits, Lifts, Rain Water pipes and other facilities which may be decided by the Developer and required for the establishment location, enjoyment of provision, maintenance and or management of the new building and amenities like sanitary water connection, electric connection which will be in common with the other Co-owners of flats/shops of the said Premises.
- 1.7. **SALEABLE SPACE** shall mean the space in the new building available for independent use and occupation with due provisions for common facilities and amenities and the space required therefore.
- 1.8. **LAND OWNER'S ALLOCATIONS** shall mean 35% of total constructed area along with the undivided proportionate share of land, common facilities and amenities as defined in Clause 1.6 together with lobby and lifts fall within such 35% of total constructed areas per sanction plan) to be sanctioned by the concerned authority, divided among all floors of the building, all sides/corners of the floors, and all the buildings of the premises, of the proposed new buildings, to be constructed over the "Schedule - A" Property with all common facilities and amenities, more specifically mentioned in "Schedule - B" below. Which in specific shall be the entire consideration, and 35% constructed area of the total sanction plan, excluding the 65% of the Developer's allocation. Be it mentioned that once the plan is sanctioned and before starting the construction work both the Landowner(s) and the Developer will sign another Memorandum of Understanding mentioning their respective area, floor and position of the flats, to be prescribed the specific 'area of the Landowner's portion and the Developer's portion shall be demarcated at 35% of Landowner(s) Area and 65% Developers Area and such Document MOU shall be the part and parcel of this agreement.
- 

- 1.9. DEVELOPER'S ALLOCATION** shall mean rest 65% of the total constructed area to be constructed as per the sanction plan by the concerned authority over the "Schedule -A" property with all common areas and facilities excluding the Landowner's allocation of 35%.
- 1.10. THE ARCHITECT** shall mean such person as may be appointed by the Developer who shall be in charge of the plan including floor plan, structural plan, soil testing and supervision of the entire project as per the sanction plan by the concerned authority of the proposed building to be constructed over the "Schedule -A" property, at the cost of the Developer.
- 1.11. BUILDING PLAN** shall mean such plan for construction of the proposed new multistoried building to be sanctioned by the concerned authority in the name of the Landowner and at the cost of the Developer.
- 1.12. ADVOCATE** shall mean the Advocate who shall be entitled to do all legal works/ Agreement/ Deed of Project herein on behalf of the Land owner and Developer and be appointed exclusively by the Developer, at the cost of the Developer.
- 1.13. TRANSFER** with the grammatical variation shall include transfer by possession and by any other means adopted affecting what is understood as transfer of the allocated units in the said new building to the intending purchasers.
- 1.14. TRANSFEREE** shall mean a person or persons firm or association to whom any space in the new building may be transferred by virtue of these presents.
The words importing singular shall include plural and vice versa.

ARTICLE - II COMMENCEMENT

This Development Agreement shall deem to have been commenced from this of 15th Day of March 2021.

ARTICLE - III OWNER(S) RIGHT AND REPRESENTATION

That the Landowner are absolutely seized and possessed off or otherwise well and sufficiently entitled to all that the "Schedule - A" property hereunder and has agreed to hand over and deliver to the Developer the said Schedule -A" property for the purpose of construction of Multistoried Building for residential and commercial purpose only.

THAT there is no excess vacant land in the said premises.

THAT there is no suit or proceedings regarding title or affecting the Title Deed in respect of the Property or any part thereof and the Landowner admits that from his respect, that the "Schedule - A property is free from all encumbrances from every manner whatsoever.

THAT the Landowner has not entered into any Agreement for Sale, Development, Lease, Transfer or any arrangement with any other person or persons, for the development of the said premises, save and except these presents in respect of the property described in the "Schedule-A" hereunder the Landowner do hereby agrees that have done such act/ acts which may lead the property unsuitable for the constructional work by the Developer in any manner whatsoever.

THAT the Developer is entering into this Development Agreement relying on the aforesaid representations and / or assurances made and or contained on the part of the Landowner and acting on the absolute trust and faith thereof which the Landowner agrees not to breach in any manner whatsoever till the completion of the project.

THAT if any legal rights claim arises in respect to the said property regarding the ownership / rights of title in respect to the Property other than the abovementioned owner then the owner shall be liable to settle the matter in any manner whatsoever without hampering the progress of constructional work of the Developer subject to order or directions from competent Court of Law.

ARTICLE IV DEVELOPERS RIGHT

THAT the Landowner(s) hereby grant, subject to what has been hereunder provided, exclusive license to the Developer to built upon and to develop commercially the said land and the construct a new multistoried building thereon in accordance with the plan to be sanctioned by the concerned authority with or without any amendment and / or modification thereto made or cause to be made by the Developer.

THAT all application other papers, plans and documents as may be required by the Developer for the purpose of obtaining necessary plan sanction from the concerned authorities or from any government non government authority, shall be prepared and submitted by the Developer with the approval of and / or on behalf of the Landowner and in the name of the Landowner at the costs and expenses of the Developer, who shall pay and bear all fees, penalties, charges and expenses including Architect's fees

charges and expenses to be paid or deposited for erection and construction of the new building, over the "Schedule -A" Property. PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds of any or all payments and / of all deposit made by the Developer. However if necessary, the Owner shall sign and execute all necessary papers and documents required to obtain such sanction or refunds.

THAT nothing in this presents shall be constructed as a demise or assignment or conveyance in law by the Land owner of the premises or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer other than an exclusive license to the Developer to commercially develop the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter contained.

THAT the Developer shall be entitled to and is hereby authorized by the Owner to commercially develop the said premises thereof for the purpose of development b erecting the new building thereon.

THAT the roof rights of the multistoried building shall be proportionately divided among all the flat owners including the landowner flat and shall be commonly used by all the flat owners.

THAT the Developer or his representative shall have every rights to access of each and every portion of the flats and building after completion of the building for inspection of the constructional work as when required from time to time and for that the Landowner shall raise no objection in any manner whatsoever.

ARTICLE - V : SPACE ALLOCATION

THAT within 36 months from the date of execution of this deed the Developer shall deliver the Landowner's allocated area as described in clauses 1.8 herein above.

THAT the Landowner shall be entitled to transfer or otherwise shall deal with the Landowner's allocation in the new building, simultaneously. The Developer is also entitled to or otherwise shall deal with developer's allocated area as mentioned in Clause 1.9 hereinabove in the new constructed building.

THAT the Developer shall be entitled to register or transfer or assign his allocated portion to any third party after delivery of land owner's allocate portion/area and the Developer shall be entitled to enter into Agreement for

Sale in respect of his allocation and further shall be entitled to receive all advance and full consideration from the intending purchaser(s) of the said Developer's allocated area as per this Development Agreement mentioned in Clause 1.9 and also shall execute the Deed of Conveyance to the intending purchasers in respect to his allocation once the specific flats falling within the owner allocation and developers allocation are charted out. The Landowner shall not stand as vendors to such Deed of transfer by the Developer for the transfer of the Developers share or allocation. The Developer shall stand on behalf of the Vendors by the virtue of the Registered Power of Attorney.

THAT in future, for the necessary of all dealing by the Developer in respect of the construction of the proposed new building shall be in the name of the Landowner for the purpose of which the Landowner undertakes to deliver the Developer a revocable Registered Power of Attorney, in a form and manner as is reasonably required. It is been understood, however, that such dealing shall not in any manner fasten or create any financial liability upon the owner or effect right, title or interest of the Landowner allocation in the new building over the "Schedule property.

THAT the land owner do hereby undertake as per demand of Developer that the Developer shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer only after delivery of owner's allocation in favour of the intending purchasers or its nominee or nominees at the cost of i.e. the Developer or its nominee or nominees and the Landowner agree that the Developer shall represent the Land Owner as his constituted Attorney by the virtue of the revocable Registered Power Of Attorney executed by the Landowner in respect of the transfer of the undivided proportionate share of the land underneath attributable to the Developer's allocation. Moreover, the Developer asked by the landlord shall join as confirming party in the Deed of Conveyance or any Deed of Transfer, if the Land owner intends to sale or transfer his allocated portion to any Third Party.

ARTICLE -VI : PROCEDURE

THAT the Landowner shall grant to the Developer a revocable Registered Power of Attorney along with sale right (only in respect of Developer's allocation) as may be required for the purpose of obtaining of sanction of building plan and all necessary permission and sanction from different authorities and also for pursuing and follow of them after for the sanctioning of building plan with the concerned authority along with right to sale of the Developer's allocation to different intending purchaser(s).

ARTICLE -VII : NEW BUILDING

THAT after getting vacant possession of "Schedule - A- property and after sanction of multistoried building plan the Developer at his own cost and shall construct, erect and complete the new building over the Schedule A property in accordance with the building plan with good standard materials and as per the specification mentioned in the Schedule - D written hereunder including the portion of the Landowner allocation.

THAT the Developer shall install, erect the said new building at his own cost as per specification mentioned in the "Schedule-D" of property hereunder such as pump, deep tube well, over head reservoir, electrification, permanent electric connection from C.E.S.C., staircase, lobbies, main entrance and exists, rain water pipes, septic tanks, outside plaster with color scheme and such other common works in respects of the Land owners allocation in the new building.

THAT the Developer shall be authorized to apply for and obtain temporary/ permanent connection of water, electricity in the new building for the purpose of construction or enjoyment of the building.

If any additional Floor are constructed in the building by way of amendment of sanctioned building plan, then the additional constructed area shall also the divided in the ratio of 35% and 65% respectively in between of owner and developer.

ARTICLE — VIII : COMMON FACILITIES

THAT from the date of handing over of the Landowner's allocation and thereafter the Developer will pay all rents and taxes for developer's allocation of the said new building and the Land Owner shall not be responsible or liable for the said taxes or rates in respect of the Developer's allocation. That as soon as the building is completed and the Developer procures a Completion Certificate from the Municipality the Developer shall give written notices to the Landowner requesting to make possession of the Landowner's allocation in the said building, as per Terms and conditions of this Development Agreement and since date of service of such notice and all times thereafter the Landowner shall be responsible for payments of Municipal taxes in respect of the Landowners allocation.

THAT as and from the date of service of the notice of possession, to the Land owner, in respect of his allocation, the Land Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges for common facilities in the said building and

such charges to include water, maintenance, repair and renovation of the common facilities of the building and/or all common wiring pipes, electrical, mechanical equipments, pump motors and other electrical and installations appliances and equipments, staircases, corridors, roof, overhead water tanks, septic tanks, sanction and other common facilities whatsoever as may be mutually agreed from time to time. In case of failure of service charges or maintenance charges the Developer has right to suspend a common facilities till the entire due amount of maintenance charges is paid.

THAT if necessary in future for smoothly running the construction work, the Land owner and the Developer may amend this Development Agreement.

ARTICLE IX — COMMON RETRICTION

THAT neither the Developer nor the Landowner shall use or permit to use in the new multistoried building or any portion thereof for carrying of any obnoxious, illegal or immoral trade for activities and shall not use for any purpose which may cause any nuisance, hazards to the owner or the co-purchasers of the new building.

THAT the time of transferee in respect of the Developer's allocation the intending purchase shall give a written undertaking to be bounded by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area to his possession.

THAT both the land owner and Developer shall abide by all laws, by laws, rules and regulations of the Govt. local body as the case may be.

THAT in the respective allocation all the Landowners, they shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the new building in good working condition and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers in the new building indemnified from and against the consequence of any breach.

THAT no goods or other items shall be kept by the occupiers for display or otherwise in the corridor of other places of common in the corridor of other places of common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridor and other places of common use in the new building and in the case of any hindrance is caused the Developer shall be entitled to remove the same at the risk and cost of the said apartment owner.

THAT neither party or the occupiers shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors or any other portion or portions of the new building.

THAT both the parties do hereby agree to communicate with each other through letters duly registered by registered post with acknowledgements or through letters with proper receipts.

ARTICLE — X : TITLE DEEDS

THAT the original papers in respect of the said premises shall be kept under the custody of the Developer against an issue of a proper receipt to the landowner who shall hold the same till the completion of the entire project and shall produce the same for inspection to the Landowner or any person authorized by the Landowner who shall be entitled to take inspection of the same and Xerox copy of the said document shall be delivered.

ARTICLE — XI : OWNERS INDEMNITY

THAT the Landowner hereby undertake that the Developer shall be entitled to the Developer allocation and shall enjoy the allocated space without any interference and / or disturbances, provided the Developer performs and fulfills all the Terms and Conditions herein contained and/ or on its part to be observed and performed.

ARTICLE — XIII : DEVELOPER'S INDEMNITY

THAT the Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of sort of act or commission of the Developer in or relative to the construction of the said new building.

THAT the Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings that may arise out of the Developer actions with regard to the development of the said premises and / or in the matter of construction of the said building and or for any defect therein.

ARTICLE — XIII : FORCE MAJEURE

THAT the parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the continuation of the force majeure. That force majeure shall mean flood, earthquake, riot war, storm, tempest, civil commotion, strikes and or any act or commission not within by and the reasonable control of the Developer.

ARTICLE — XIV : CONSIDERATION

THAT the Developer will deliver to the Landowner the allocation as stated in clause 1.8 herein above of this Development Agreement save and except the said Landowner allocation as stated in clause 1.8, the Landowner shall not be entitled to claim any constructed area or any money from the Developer.

ARTICLE — XV : ARBITRATION

THAT in case of any dispute difference or question arising between the parties hereto regarding the construction or interpretation of any of the Terms and Conditions herein contained or touching these presents or determination of any liability shall be referred to the joint arbitration within the meaning of the Indian Arbitration and conciliation Act, 1990 or any statutory enactment or modification there under.

ARTICLE — XVI : GENERAL

THAT the Landowner and the Developer have entered into this agreement purely on a contract and nothing contained herein shall be deemed to construe as Partnership between the Landowner and the Developer.

THAT the Land owner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby. That the Developer may be prevented from selling / assigning and / or disposing his respective share of constructed built up areas over the "Schedule - A" of property.

THAT it is hereby settled and agreed that the Developer shall be entitled to take and/ or receive financial aids from the financial institution of Government or bank or Private Sector or from any Private Limited Company for the purpose of construction of the entire building by the way of house building loans from the intending purchaser(s) by keeping Developer's allocation as mortgage without creating any financial any financial or any liability to the Landowner. To which the Land Owner including his heirs and successors has full consent and shall not raise any objection thereto but the Land Owner and his share / allocation in the said building shall remain indemnified and free and accordingly Land Owner shall not be liable to this effect. If required the Land Owner shall sign all papers, forms, declarations for approval of the said loan or the Developer can do so as his constituted attorney provided that the Developer may exercise the option of obtaining loan against mortgage as specified herein only after the flats falling within Owner's allocation and Developer's allocation are charted out and agreeable to both parties after sanctioned building plan is obtained.

THAT the Developer shall deliver the Landowner's allocation completed in all respect to the Land Owner within the stipulated period as mentioned herein above. In case of failure on the part of the Developer to deliver the owner allocation to the Land Owner within the time as stated aforesaid for non-completion of the construction work, in that event if any further tune is to be required, the Developer shall request the Land Owner for extension of time in that event the Land Owner and Developer shall decide mutually and shall extend further time for completion of the construction work at a maximum of 6 months.

THAT the Landowner shall deliver the vacant possession of the land in all respect whatsoever to the Developer within 7 days from the date of plan sanction from the concerned authority and all salvage or debris, which will be obtained from the building after demolition, shall be the exclusive property of the Developer.

THAT saves and except the aforesaid flats as mentioned in clause 1.8 herein above of the proposed building the Landowner shall not be entitled to claim anything of the new building from the Developer.

THAT the Landowner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said building and shall render all co-operation and assistance to the Developer as may be required from time to time for the purpose of construction and completion of the said building on -Schedule -A" of property including transfer of Developer's allocation or any part or portion thereof to the intending purchasers only after delivery of owner's allocation.

ARTICLE -XVII : TENANT RENTS

THAT there is no tenant in the said premises. The Developer shall provide an alternative accommodation to the Landowner from the date of vacating the property till the delivery of the completed flats delivered to owner. Be it mentioned here that the rent of alternative allocation considered maximum Rs. 5,000/- per month.

ARTICLE - XVIII : IMPORTANT FEATURES

Be it Expressly stated that the Owner(s) will have absolute right to transfer ~~his allocated share from~~ constructed property, and developed property.

Owners will be bound to execute the Deed of transfer the Developer's allocated area.

And the Developer's is also bound to execute as confirming party in relation to the every Deed to transfer this Developed property.

Tapas Chohan

And if the Owners transfer the Developer's allocated area, then the are bound to hand over the entire sale Proceeds to the Developers.

SCHEDULE-A

ABOVE REFERRED TO WHOLE PROPERTY

ALL THAT piece and parcel of **Bastu** Land measuring 0.049 Acre or more or less 3 katha 10 sq.ft. along with 400 sq.ft. 20 years old, One Storied Pucca Building situated at Monza Gourhati - Champdani. J.L. No. 21 (old), New 221, Sheet No. 8, Touzi No. 318B1, comprised in R.S. Khatian 1298, Corresponding to L.R. Khatian No. 8508. R.S. Dag No. 1322, Corresponding to L.R. Dag No. 1373, under P.S. Bhadreswar, Dist. Hooghly, and AD.S.R. Office Chandannagore, under Champdany Municipality Ward No. 22. Holding No. 67, Mohallah Netaji Pally, P.S. - Bhadreswar. Dist. Hooghly, W.B.

The schedule - A property butted and bounded by -

- North : - 8 Feet wide common pass.
South : - Netaji Pally Road.
East : - Holding of Pasupati Dutta.
West : - Holding of Sarabindu Mukherjee.

SCHEDULE "B" ABOVE REFERRED TO

LAND OWNER'S ALLOCATION BY THIS DEVELOPMENT AGREEMENT

WITHIN "A" Schedule Property the Developer have agreed to provide /allocated 35 % of total constructed area more or less as per sanctioned plan on the proposed building consisting of flats, shops room, car parking space etc. The Land Owners shall get an area of 35% from of the actual construction area inclusive of flats, Shop room, Car parking space etc, together with proportionate share of land of the Proposed Building in a state of full furnished condition in accordance with the specification as motioned in the schedule "D" here of both the in below.

"C" SCHEDULE DEVELOPERS ALLOCATION

WITHIN "A" schedule land the Developer shall get remaining or balance an area of the actual construction area inclusive of flats, shop room, car Parking Spaces etc. together with proportionate share of land underneath of "A" Schedule and all right of common space and all other thing made common.

SCHEDULE -D

(Specification of Flat & Construction)

1. **SUPER STRUCTURE** : Building design on R.C.C. frame and foundation on R.C.C. structures Main wall minimum 10" thick and partition wall minimum 5 thick.
2. **FLOORING** : All Flooring inside the flat of Owner's allocation will be finished with Ceramic Tiles along with 4" skirting.
3. **BATHROOMS** : Bathrooms will be provided Glazed tiles upto 5 height from the floor level. Flooring with ceramic tiles, with one greaser point, one toilet shall have half loft on top.
4. **SANITARY WIRE** : One Indian Common and one washbasin in each flat.
5. **PLUMBING** : All concealed pipelines with G.I. & P.V.C. Pipe.
6. **WINDOWS** : -Made of Aluminum Shutter filled with glass with iron grill fence.
7. **DOORS** : Frame will be made of Metal & Wood and Commercial Designed Flush Door.
8. **INTERNAL WALLS** : All Walls will be plastered by cement and Putty finish.
9. **ELECTRICATION** : All flats will be provided with as per need electric points with concealed
10. **KITCHEN** : All Kitchens will be provided with Black stone cooking slab and 2 feet high glazed tiles over the slab. 1 Nos. Steel Sink. flooring ceramic tiles. one water purifier point.

IN WITNESS WHEREOF the parties have here unto set and subscribe their hands and seals on the day month and year first above written at Chandernagore Court.

WITNESS WHERE OF :-

1. Deb Kumar Mandal.
Bangress Pally Bhadrabwari.

2. Subal chandra mandal
Bargassie pally
Bhadre Sivas -

Tapas Ghosh

SIGNATURE OF THE OWNER(S)

Sandeep Dey

SIGNATURE OF THE DEVELOPER

Drafted by me
(as directed by the Executant)

Someswar Das

(Someswar Das)

Advocate

Judges' Court, Hooghly
& Chandannagore Court
Regd. No - WB/1262/2007
Mob : 9231922440



Sub-Registrar
Chandannagore, Hooghly

15 MAR 2021

দুই হাতের আঙ্গুল-এর ছাপ (টিপ)

ক্রোতা/বিক্রোতা/দাতা/গ্রহিতা



Tapas Ghosh

স্বাক্ষর

Tapas Ghosh

বাঁহাতের আঙ্গুল-এর ছাপ (টিপ)

ডানহাতের আঙ্গুল-এর ছাপ (টিপ)



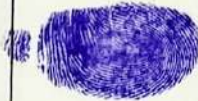
কনিষ্ঠা

কনিষ্ঠা



অনামিকা

অনামিকা



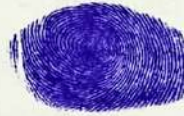
মধ্যমা

মধ্যমা



তর্জনী

তর্জনী



বৃদ্ধাঙ্গুলী

বৃদ্ধাঙ্গুলী



ক্রোতা/বিক্রোতা/দাতা/গ্রহিতা



Sandip Das

স্বাক্ষর

Sandip Das

বাঁহাতের আঙ্গুল-এর ছাপ (টিপ)

ডানহাতের আঙ্গুল-এর ছাপ (টিপ)



কনিষ্ঠা

কনিষ্ঠা



অনামিকা

অনামিকা



মধ্যমা

মধ্যমা



তর্জনী

তর্জনী



বৃদ্ধাঙ্গুলী

বৃদ্ধাঙ্গুলী





भारत सरकार



आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No. : 0623/30261/11518

To
Tapas Ghosh

26/09/2013

67
NETAJI PALLY
Champdani (M)
Angus, Singur, Hooghly,
West Bengal - 712221
8017372053

68583629



KA685836291FH



आपका आधार क्रमांक / Your Aadhaar No. :

7808 0507 6650

मेरा आधार, मेरी पहचान



भारत सरकार

भारत सरकार
Government of India



Tapas Ghosh
DOB: 27/08/1974
Male



7808 0507 6650

मेरा आधार, मेरी पहचान

Tapas Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TAPAS GHOSH
BISWANATH GHOSH
27/08/1974
Permanent Account Number
AMAPG8524F

Tapas Ghosh
Signature



आयकर विभाग का कार्यालय / Your Address No
4692 7980 0726
आयकर - भारतीय राजस्व विभाग

Tapas Ghosh

4692 7980 0726
आयकर - भारतीय राजस्व विभाग

Hardy Day



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/20247/03024

মো

সন্দীপ দে

Sandip Dey

91 K.C.C SARANI

LICHUBAGAN

Bhadreswar

Bhadreswar

Hooghly

West Bengal 712124

18/09/2013
37227161



MN372271615FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

4692 7980 0726

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



সন্দীপ দে

Sandip Dey

পিতা : খগেন্দ্রনাথ দে

Father : KHAGENDRANATH DEY

জন্মতারিখ / DOB : 11/02/1960

পুরুষ / Male






4692 7980 0726

আধার - সাধারণ মানুষের অধিকার

Sandip Dey

आयकर विभाग
INCOME TAX DEPARTMENT
SANDIP DEY
KHAGENDRA NATH DEY
11/02/1960
Permanent Account Number
AKIPD7281J
Signature

भारत सरकार
GOVT. OF INDIA



Sandip Deo

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

GRN Details

GRN: 192020210244720611 **Payment Mode:** Online Payment
GRN Date: 15/03/2021 11:12:13 **Bank/Gateway:** State Bank of India
BRN : IK0BAOBKA5 **BRN Date:** 15/03/2021 11:03:10
Payment Status: Successful **Payment Ref. No:** 2000563707/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SANDIP DEY
Address: 561, LICHUBAGAN, BHADRESWAR HOOGLY
Mobile: 9231922440
Depositor Status: Buyer/Claimants
Query No: 2000563707
On Behalf Of: Mr SOMESWAR DAS
Identification No: 2000563707/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000563707/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2000563707/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				41

IN WORDS: FORTY ONE ONLY.

Major Information of the Deed

	I-0604-01092/2021	Date of Registration	15/03/2021
Year	0604-2000563707/2021	Office where deed is registered	
Registration Date	12/03/2021 3:27:34 PM	0604-2000563707/2021	
Applicant Name, Address & Other Details	SOMESWAR DAS DISTRICT JUDGES COURT, Thana : Chinsurah, District : Hooghly, WEST BENGAL, PIN - 712101, Mobile No. : 9231922440, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 301/-	Rs. 14,95,077/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Bhadreswar, Municipality: CHAMPDANY, Road: Netaji Pally, Road Zone : (Adjacent to Road -- Adjacent to Road) , Mouza: Gourhati-chanpdani, JI No: 221, Pin Code : 712221



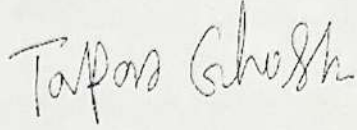
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1373 (RS :-)	LR-8508	Bastu	Bastu	0.049 Acre	101/-	12,17,577/-	Property is on Road Adjacent to Metal Road,
Grand Total :					4.9Dec	101 /-	12,17,577 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	200/-	2,77,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		400 sq ft	200 /-	2,77,500 /-	

S :



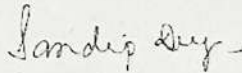


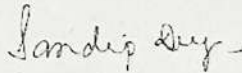


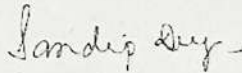
Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Anri Tapas Ghosh Son of Late Biswanath Ghosh Executed by: Self, Date of Execution: 15/03/2021 , Admitted by: Self, Date of Admission: 15/03/2021 ,Place : Office	 15/03/2021	 LTI 15/03/2021	 15/03/2021
67, Netaji Pally,, City:- , P.O:- Angus, P.S:-Bhadreswar, District:-Hooghly, West Bengal, India, PIN:- 712221 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AMxxxxxx4F, Aadhaar No: 78xxxxxxxx6650, Status :Individual, Executed by: Self, Date of Execution: 15/03/2021 , Admitted by: Self, Date of Admission: 15/03/2021 ,Place : Office			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	DEY S ENTERPRISE 561, Lichubagan, City:- , P.O:- Bhadreswar, P.S:-Bhadreswar, District:-Hooghly, West Bengal, India, PIN:- 712124 , PAN No.: AKxxxxxx1J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI 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> Shri Sandip Dey (Presentant) Son of Late Khagendra Nath Dey Date of Execution - 15/03/2021 , , Admitted by: Self, Date of Admission: 15/03/2021, Place of Admission of Execution: Office </td> <td>  Mar 15 2021 1:23PM </td> <td>  LTI 15/03/2021 </td> <td>  15/03/2021 </td> </tr> </tbody> </table> <p>561, Lichubagan, City:- , P.O:- Bhadreswar, P.S:-Bhadreswar, District:-Hooghly, West Bengal, India, PIN:- 712124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AKxxxxxx1J, Aadhaar No: 46xxxxxxxx0726 Status : Representative, Representative of : DEY S ENTERPRISE (as Sole Proprietor)</p>	Name	Photo	Finger Print	Signature	Shri Sandip Dey (Presentant) Son of Late Khagendra Nath Dey Date of Execution - 15/03/2021 , , Admitted by: Self, Date of Admission: 15/03/2021, Place of Admission of Execution: Office	 Mar 15 2021 1:23PM	 LTI 15/03/2021	 15/03/2021
Name	Photo	Finger Print	Signature						
Shri Sandip Dey (Presentant) Son of Late Khagendra Nath Dey Date of Execution - 15/03/2021 , , Admitted by: Self, Date of Admission: 15/03/2021, Place of Admission of Execution: Office	 Mar 15 2021 1:23PM	 LTI 15/03/2021	 15/03/2021						

Das mal Das urt, City:- Hooghly- P.O:- Chinsurah, P.S:- ah, District:-Hooghly, West al, India, PIN:- 712101	Photo 	Finger Print 	Signature 
	15/03/2021	15/03/2021	15/03/2021
Identifier Of Shri Tapas Ghosh, Shri Sandip Dey			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Tapas Ghosh	DEY S ENTERPRISE-4.9 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Tapas Ghosh	DEY S ENTERPRISE-400.00000000 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Bhadreswar, Municipality: CHAMPDANY, Road: Netaji Pally, Road Zone : (Adjacent to Road -- Adjacent to Road) , Mouza: Gourhati-CHANPDANI, JI No: 221, Pin Code : 712221

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1373, LR Khatian No:- 8508	Owner:তাপস ঘোষ, Gurdian:বিশ্বনাথ , Address:নিজ , Classification:বাস্ত, Area:0.04900000 Acre,	Shri Tapas Ghosh

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 (9) of Indian Stamp Act 1899.

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

Presented for registration at 13:18 hrs on 15-03-2021, at the Office of the A.D.S.R. CHANDANNAGAR by Shri Sandip Dey .

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 14,95,077/-

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

Execution is admitted on 15/03/2021 by Shri Tapas Ghosh, Son of Late Biswanath Ghosh, 67, Netaji Pally,, P.O: Angus, Thana: Bhadreswar, , Hooghly, WEST BENGAL, India, PIN - 712221, by caste Hindu, by Profession Service

Indetified by Shri Someswar Das, , , Son of Late Parimal Das, Chinsurah Court, P.O: Chinsurah, Thana: Chinsurah, , City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712101, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-03-2021 by Shri Sandip Dey, Sole Proprietor, DEY S ENTERPRISE (Sole Proprietorship), 561, Lichubagan, City:- , P.O:- Bhadreswar, P.S:-Bhadreswar, District:-Hooghly, West Bengal, India, PIN:- 712124

Indetified by Shri Someswar Das, , , Son of Late Parimal Das, Chinsurah Court, P.O: Chinsurah, Thana: Chinsurah, , City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712101, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2021 11:13AM with Govt. Ref. No: 192020210244720611 on 15-03-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BAOBKA5 on 15-03-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 20/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3100, Amount: Rs.5,000/-, Date of Purchase: 10/03/2021, Vendor name: P K Santra

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2021 11:13AM with Govt. Ref. No: 192020210244720611 on 15-03-2021, Amount Rs: 20/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BAOBKA5 on 15-03-2021, Head of Account 0030-02-103-003-02



Manoj Kumar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
Hooghly, West Bengal

Registration under section 60 and Rule 69.

in Book - I

Number 0604-2021, Page from 37801 to 37828
Serial No 060401092 for the year 2021.



Digitally signed by Manoj Kumar Mandal
Date: 2021.07.05 13:50:06 +05:30
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 2021/07/05 01:50:06 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
West Bengal.

(This document is digitally signed.)
