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certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to the document are valid for the document.

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas Barasat

26 SEP 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 26th day of September Two thousand Twenty Three (2023) in the Christian Era.

BETWEEN

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20.09.2023

ক্রোড়াক নাম -

সামিলা -

Mirinal Kanti Chakraborty

স্টাম্প স্থান -

ভেড়া -

Nabapally, Barasat

ধারাসাত কোর্ট, বিষ্ণু ২৪ পরগণা

ভেড়া - শ্রী ব্রজেন চন্দ্র সাহু

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Bikram Chakraborty

s/o - Susanta Chakraborty

Vill 2 P.O - Bhagyabanta P.W.

P.S - Shasan

North 24 Pgs.

Kol - 700128

Barasat Court. Law Clerk.

(2)

SMT. KSHAMA CHOWDHURY, PAN-ACRPC0700E, VOTER ID. WB/13/090/0414418, wife of Mridul Kanti Chowdhury, residing at Sreekanan, 92/11, K.N.C. Road, P.O. & P.S. Barasat, District North 24 Parganas, Kolkata - 700124, by Nationality- Indian, by faith- Hindu, by occupation- House wife, hereinafter referred to and called as the **LAND OWNER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

GHOSH CONSTRUCTION, PAN-AANFG4827E a Partnership Firm incorporated under the Indian Partnership Act, having its' Office at Ground Floor, "Gouri Apartment", Park Avenue, P.O. Nabapally, P.S. Barasat, District North 24 Parganas, Kolkata - 700126, represented by its' Partners (a) **SHRI MRINAL KANTI GHOSH**, PAN-ADSPG6173B, VOTER ID. RQL0911602 son of Late Radhaballav Ghosh, residing at "Nirmala Bhaban", Shridurga Pally, P.O. Nabapally, P.S. Barasat, District North 24 Parganas, Kolkata - 700126, and (b) **SHRI BIKRAMJIT GHOSH**, PAN-AQLPG4568L, VOTER ID. WB/13/090/0246449, son of Shri Nityagopal Ghosh, residing at Baniniketan School Road, P.O. Nabapally, P.S. Barasat, District North 24 Parganas, Kolkata - 700126, both are by faith Hindu, by Nationality Indian, by occupation Business, hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest legal representatives and assigns) of the **OTHER PART.**



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LAND OWNER and the DEVELOPER collectively Parties and individual part.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. **Subject: Matter of Development.**
2. **Development Project & Appurtenance:**

PROJECT PROPERTY:

ALL THAT piece and parcel of Bastu land measuring an area of 4 cotthas 4 chittacks 38 sq.ft. equivalent to 07.10 decimals more or less comprised in R.S. & L.R. Dag No. 214 under C.S. Khatian No. 40, R.S. Khatian No. 1426, L.R. Khatian No. 4911 (in the name of land owner herein) lying and situated at Mouza Neapara, J.L. No. 83, Re.Su. No. 137, P.S. Barasat, District North 24 Parganas, under Barasat Municipality Ward No. 03 Holding No. 791, Krishnanagar Road under the jurisdiction of A.D.S.R.O. Kadambagachi.

3. **Background, Representations, Warranties and Covenants:**

REPRESENTATIONS AND WARRANTIES REGARDING TITLE:

The Land owner has made the following representations and given the following warranties to the Developer regarding title.

a) WHEREAS one Yeakub Ali Mondal purchased a piece or parcel of land measuring an area of 15 decimals be the same or a little more or less out of 30 decimals by way of a registered Deed of Sale being No. 3064 dated 29.08.1950 registered at



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S.R.O. Barasat and by way of inheritance from his father namely Abdul Mondal.

b) **AND WHEREAS** while said Yeakub Ali Mondal seized and possessed the said 15 decimals of land out of 30 decimals of land he recorded his name in R.S. Records of Rights in Column 13 and 23 as 1/2 share of said 30 decimals and he died intestate leaving behind his three sons namely Abdul Jabbar, Akbar Ali and Soharab Ali and four daughters namely Fatema Khatun, Achma Khatun, Chalema Bibi and Rahima Bibi and wife namely Sakhejan Bibi as his only legal heirs and successors and they got the said land by way of inheritance as per Muslim Farayez Act.

c) **AND WHEREAS** while said Abdul Jabbar, Akbar Ali and Soharab Ali, Fatema Khatun, Achma Khatun, Chalema Bibi, Rahima Bibi and Sakhejan Bibi seized and possessed the said land they jointly sold, conveyed and transferred the said land in favour of Debal Banerjee and Md. Yunuch Ali by way of a registered Deed of Sale being No. 1901 dated 03.03.1989 registered at A.D.S.R.O. Barasat, the said deed duly copied in Book No. 1, Volume No. 28, pages from 466 to 467 for the year 1989.

d) **AND WHEREAS** by way of a registered Deed of Sale being No. 10125 registered at A.D.S.R.O. Barasat, dated 15.12.1989 the said deed duly copied in Book No. 1, Volume No. 159, pages from 65 to 74 for the year 1989 the land owner herein



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purchased a piece or parcel of land measuring an area of 4 cotthas 4 chittacks 38 sq.ft. equivalent to 07.10 decimals more or less comprised in R.S. Dag No. 214 under C.S. Khatian No. 40, R.S. Khatian No. 1426, lying and situated at Mouza Noapara, J.L. No. 83, Re.Su. No. 137, P.S. Barasat, District North 24 Parganas, from said Debal Banerjee and Md. Yunuch Ali.

e) **AND WHEREAS** after purchasing the said land the land owner herein mutated her name in Barasat Municipality and B.L. & L.R.O. and converted the said land as Bastu from Danga being Case No. 1246/A/83/18/BL&LRO/BST-1(P.F) and also got recorded her name in L.R. Records of Rights being L.R. Khatian No. 4911 and possessing the same free from all sorts of encumbrances.

d) **AND WHEREAS** now the land owner intend to develop the under first schedule property measuring an area of 4 cotthas 4 chittacks 38 sq.ft. equivalent to 07.10 decimals be the same a little more or less by raising construction of (G+4) storied building in accordance with the sanctioned building plan but due to lack of experience they could not proceed further and finding no other alternative but to decide to appoint **DEVELOPER** who will be able to undertake the aforesaid job. The land owner has expressed his desire to construct a (G+4) storied building upon the Schedule land which is free from all sorts of encumbrances, liens, charges, lispendents, attachments to the Developer herein at the Developer's costs and expenses



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and under some mutual terms and conditions subject to the sanction of the building plan by the concerned appropriate authority. The mutual terms and conditions are as mentioned below. The Developer accepted the proposal of the land owner for construction of the said (G+4) storied building at its own costs and expenses in accordance with the sanctioned building plan.

3. **Desire of Development of the land & Acceptance:** The said SMT. KSHAMA CHOWDHURY land owner herein express their desire to develop the aforesaid plot of land measuring an area of 4 cotthas 4 chittacks 38 sq.ft equivalent to 07.10 decimals by constructing a multi storied building thereon and the present Developer herein accepted the said proposal and the present land owner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the **FIRST SCHEDULE** hereunder written.
4. **Registered Power of Attorney :** For the smooth running of the said project, the said Landowners SMT. KSHAMA CHOWDHURY agreed to execute a registered Power of Attorney, by which the Landowner herein have appointed and nominated present Developer herein as their Constituted Attorneys, to act on behalf of the Landowner.
5. **DEFINITION :**
 - 1) **LAND OWNERS :** shall mean SMT. KSHAMA CHOWDHURY and her legal heirs, executors, administrators and assigns and legal representatives.



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- II) **DEVELOPER** : shall Mean **GHOSH CONSTRUCTION**, having its Office at Ground Floor Gouri Apartment, Park Avenue, P.O. Nabapally, P.S. Barasat, Kolkata - 700 126, Dist - North 24 Parganas, represented by its Partners (a) **SHRI MRINAL KANTI GHOSH**, and (b) **SHRI EIKRAMJIT GHOSH**, and its Office-in-successors legal representatives, executors, administrators and assigns.
- III) **PREMISES** : shall mean the official identity of the collective form of the said land with one or more building collectively.
- IV) **Building** : shall mean the multi storied building or buildings (G+4) as shall be constructed in finished and in habitable condition by the Developer conforming to the sanctioned Plan or Revise Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality and the said land described in the FIRST SCHEDULE hereunder only and/or the said amalgamated land as stated herein above
- V) **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor land other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- VI) **COMMON EXPENSES** : common expenses means expenses of administration, maintenance, repair or replacement of the common area and facilities.
- VII) **COMMON PURPOSE** ; common purpose mean and include the



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purpose of managing, maintaining up keeping, administrating and security of the building and the particulars the common areas installations and facilities rendering of common services in common to the unit purchasers/holders collection and this disbursement of the common expenses and dealing with the matters in all of common interest of the occupants of the building.

- VII) Saleable Space** ; Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.
- IX) Landowner's Allocation** : Shall mean the consideration in the form and nature of Landowner's Allocation against the project by the Landowner more fully described in **SECOND SCHEDULE** hereunder written Together With proportionate share in the land and the proposed building and together with proportionate share in common facilities and amenities
- X) Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in **THIRD SCHEDULE** written herein below.
- XI) Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- XII) Transfer** : With its grammatical variations shall include possession under an Agreement or Part performance of a Contract



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and by any other means and also as defined u/s. 2(47)(f) to (vi), 269VA(a), f(i)&(ii) of the Income-tax Act, 1961 although the same may not amount to a transfer within the meaning of Transfer of Property Act, 1882.

XIII) TRANSFEREE: Shall mean a person, Firm, Limited Company, Association of persons or body of individuals to whom any space in the building has been transferred.

XIV) Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Barasat Municipality in the name of the Landowners for construction of the building, including its modification and amenities and alterations.

XV) Built Up Area (For any Individual Unit) : Here Built up area means 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 said unit.

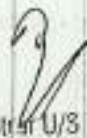
XVI) Covered Area (For any Individual Unit) : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby.

XVII) Super Built Up Area (For any Individual Unit) : Here super built up area means the total covered area plus service area.

9. LANDOWNERS' RIGHT & REPRESENTATION :

- 1. Indemnification regarding Possession & Delivery :** The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is




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condition and deliver physical as well as identical possession to the Developer to develop the project property.

- ii. **Free From Encumbrance** : The Landowner also indemnifies that the project property is free from all encumbrances and the Landowner their marketable title in respect of the said premises.

6. **DEVELOPER'S RIGHTS** :

- i. **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- ii. **Right of Construction** : The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the project property.
- iii. **Construction Cost** : The Developer shall carry total construction work at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.
- iv. The Developer shall be entitled to the entirety of the demolition of the existing structures at the said premises exclusively and shall at his own cost and expenses have the existing structure/s demolished and shall use and/or sale the same as per their own requirements.
- v. **Sale Proceeds of Developer's Allocation** : The Developer will take the sale proceeds of Developer's Allocation exclusively.



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- vi. **Booking & Agreement for Sale** : Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending Purchaser/s will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the Sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- vii. **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- viii. **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice-versa on account of profit from Developer's Allocation.
- ix. **Possession to the Landowner** : On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- x. **Possession to the intending purchaser** : On completion of the project, the Developer will hand over possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.



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xi. **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner.

11. **CONSIDERATION** :

i. **Permission against Consideration** : The Landowner grant permission for 'exclusive' right to construct the proposed building in consideration of Landowner's Allocation described in the **SECOND SCHEDULE** hereunder written to the Developer.

12. **DEALING OF SPACE IN THE BUILDING** :

i. **Exclusive Power of Dealings of Landowner** : The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

ii. **Exclusive Power of Dealings of Developer** : The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **NEW BUILDING** :

i. **Completion of Project**; The Developer shall at their own costs construct and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.



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- ii. **Installation of Common Amenities** : The Developer shall install and erect in the building at Developer's own cost and expenses pump water, storage tank, overhead reservoir electrification, lift, permanent electric connection from the WBSEDCL and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- iii. **Architect Fees etc.** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- iv. **Municipal Tax & Other Taxes of the Property** : The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay / will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.
- v. From the date of completion and allocation of the floor area between the Landowner and the Developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and / or their nominees and the Landowner and / or their nominee / nominees respectively.



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- vi. **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and / or structure and common Areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

12. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER

- i.
- i) **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building.
- ii) **Payment of Municipal Taxes** : Within 15 days from the receive possession of Landowner's Allocation and at all times there after the Landowner's shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates' payable in respect of the Landowners' Allocation.
- iii) **Share of Common Expenses & Amenities** : As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the maintenance charges for the common facilities in the new building-payable in respect of the Landowners' Allocation.



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13. **COMMON RESTRICTION.**

- i) **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developers Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- a) Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
 - b) Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
 - c) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed as to terms and conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
 - d) Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the



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case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.

- e) The respective, allocation 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 building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against, the consequence of any breach.
- f) No goods of other items shall be kept by the either party 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 covenant of users in the corridors and other place of common use in the building.
- g) Neither party shall throw or accumulate any dirt rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- h) The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing.



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maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

14. Land owner's obligation :

The Landowner hereby agrees and covenants with the Developer:
Not to cause any illegal, immoral, unjust, interference or hindrance in the construction of the building by the Developer.
Not to do any act, deed or thing, whereby the Developer may be preventive for selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

Not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

That if any disputes will arise regarding the title of the aforesaid landed property, then the Land Owner shall pay the demurrages to the Developer forthwith and this Agreement for Developer shall be treated as cancelled.

15. DEVELOPER'S OBLIGATION

i) Time Schedule, of Handing Over Landowner's Allocation :

The Developer hereby agree and covenant with the Landowners to handover landowners' Allocation (more fully described in the **SECOND SCHEDULE** hereunder written) within **30 (thirty) months** from the date of sanction of building plan. The Landowner also permits the Developer a grace period of **06 (Six) months** more to handover the Landowner's Allocation as described in the **SECOND SCHEDULE** hereunder written.



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- ii) **Rental Charges :** That for the period from the day when the owner will vacate the premises till handing over the finished flat to the owner, the Developer shall provide accommodation to the Land Owner for their inhabitation and the Developer shall bear the said rental charges per month but the Owner shall bear only the electrical charges as per her electric consumption. And also the Developer shall provide the transportation charge for carrying the material from existing premises to rental premises.
- iii) **No Violation :** The Developer hereby agree and covenant with the Landowner :
Not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- iv) In case of sad demise of both the partners of Ghosh construction, the land owner will have full liberty to complete the multi storied (G+4) building by appointing another Developer.
- v) Balcony of each flat will be covered by half grill.
- vi) No charge for installation of Electrical transformer will be taken from land owner.
Not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

16. LANDOWNERS' INDEMNITY :

Indemnity : The Landowner, hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its



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allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

17. DISSOLVERS INDEMNITY :

The Developer hereby undertakes to keep the Landowner :
Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

18. MISCELLANEOUS :

- i. **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- ii. **Not specified Premises :** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertake to do



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all such legal acts, deeds, matters and things and when required and the Landowner shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- iii) **Not Responsible** : The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- iv. **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- v. **Formation of Association** : After the completion of the said building



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and receiving peaceful possession of the allocation, the Landowner hereby-agrees to abide by all the rules and regulations to be formed by society / association / holding organization and/ or any other organization, who will be in charge or such management of the affairs of the building and / or common parts thereon and hereby given the by such rules and regulations.

- vi. **Name of the Building** : The name of the building is MRIDUL APARTMENT.
- vii. **Right to borrow fund** : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the Developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- viii. **Documentation** : The Landowner delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owners will bound to produce documents in original before any competent authority for inspection and it will be returned to the Landowner after verification.
19. **FORCE MAJEURE** :
The parties shall not be considered to be liable to any obligations



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hereunder to the extent that the performance of the relating obligations are the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

20. DISPUTES;

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (**collectively Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be, entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law,



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The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

21. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Danga hal Bastu land measuring an area of 4 cotthas 4 chittacks 38 sq.ft. equivalent to 07.10 decimals more or less together with 900 sq.ft. tin sheded cemented flooring residential house thereon comprised in R.S. & L.R. Dag No. 214 under C.S. Khatian No. 40, R.S. Khatian No. 1426, L.R. Khatian No. 4911 (in the name of land owner herein) lying and situated at Mouza Noapara, J.L. No. 83, Re.Su. No. 137, P.S. Barasat, District North 24 Parganas, under Barasat Municipality Ward No. 03 Holding No. 791, Krishnanagar Road under the jurisdiction of A.D.S.R.O. Kadambagachi.

BUTTED AND BOUNDED BY:-

ON THE NORTH BY : Md. Giasuddin.

ON THE SOUTH BY : Sudhip Dhar.

ON THE EAST BY : 100ft wide Krishnanagar Road.

ON THE WEST BY : Narayan Ghosh and Dipak Roy.

THE SECOND SCHEDULE ABOVE REFERRED TO

(LAND OWNER'S ALLOCATION)

SMT. KSHAMA CHOWDHURY shall be entitled to get entire ground



[Handwritten signature]

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floor (only front side with shutter) with water connection and electric connection and two toilet facility including proportionate share of stair and lobby of the newly constructing (G+4) storied building and floor will be finished with vitrified tiles **TOGETHER WITH** undivided proportionate share of the land and common areas, lift, stair, staircase, lobby, top roof and facilities.

And also get Rs. 62,00,000.00 (Rupees Sixty Two Lakhs) only as non refundable money out of which Rs. 35,00,000.00 (Rupees Thirty Five Lakhs) only at the time of execution of this agreement and Rs. 17,00,000.00 (Rupees Seventeen Lakhs) only after one year from date of sanctioned plan and balance Rs. 10,00,000.00 (Rupees Ten Lakhs) only after one year from the date of second installment.

The Developer shall give possession letter to the land owner's according to their allotment as mentioned herein.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

The Developer will be entitled to get all Parts and portions of the proposed (G+4) storeyed building on the said land fully described in the first schedule **TOGETHER WITH** undivided proportionate share of the land and common areas and facilities save and except the land owner's allocation as mentioned in the Second Schedule above referred.

THE FOURTH SCHEDULE ABOVE REFERRED TO (Specification)

1) **STRUCTURE;** Building designed with R.C.C Frame structure which



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rest on individual column, design approved by the competent authority,

- 2) **EXTERNAL WALL:** 5" thick brick wall and plastered with cement mortar.
- 3) **INTERNAL WALL :** 5"/3" thick brick wall and plastered with cement mortar.
- 4) **FLOORING :** Flooring is of flat will be of tiles / Floor Tiles (2' X 2' branded).
- 5) **TOILET :** Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard pipe. Bath room fitted upto 6' height with glazed tiles of standard brand. One wash hand basin is in dining space.
- 6) **SHUTTER :** made by iron.
- 7) **WATER SUPPLY :** Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
- 8) **PLUMBING :** Concealed wiring with G.I. PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
- 9) **ELECTRICAL WORKS :**
Electrical point will be provided as usual.
10. **PAINTING** Inside wall will be finished with putty.
11. **EXTRA WORK :** Any work other their specified above would be regarded as extra work for which separate payment is required, Electrical infrastructure cost.



A handwritten signature in black ink, appearing to be a stylized representation of the initials 'R' and 'A'.

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IN WITNESSES WHEREOF we the aforesaid parties of this agreement have put out respective hands and seals, the day, month and year first above written.

SIGNED SEALED AND DELIVERED

IN PRESENCE OF

WITNESSES :-

1. Jayati Das
23-B SUKANTA SARANI,
KANTHALPOTA,
P.O. KRISHNAPUR, DT. MADIA
PIN - 741101. W.B.

2. Ashwini Choudhury
92/1, Sreekrishna, K. P. Rd.,
Kolkata PIN - 700124
Ashwini Choudhury
Signature of the Land owner

Drafted and Prepared By:-

Asim Kumar Ghosh

Asim Kumar Ghosh
F-1276/1341 of 2003
Advocate,

Barasat Judges' Court.

For Ghosh Construction
Manish Kanti Ghosh
Partner

For Ghosh Construction
Bikramjit Ghosh
Partner

Computer Typed By :-
Bidyut Kumar Haldar
(Bidyut/Kumar Haldar)

Barasat.

Signature of The Developer



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MEMO OF CONSIDERATION

RECEIVED Rs. 35,00,000.00 (Rupees Thirty Five Lakhs) from the Developer by following manner:

Date	Bank	Cheque No.	Amount
08.04.2022		Cash	1,00,000.00
19.09.2023	BOI	RTGS (UTR No. IDIBR52023091935374705)	18,00,000.00
19.09.2023	BOI	RTGS (UTR No. IDIBR52023091935374756)	16,00,000.00
<hr/>			
Total			35,00,000.00

Witnesses:

1. Jayanti Devi
23-E Sunil Sarani,
Kamhalpola,
P.O. KRISHANAPUR, DIST. BHARUACH
PIN-541101, U.P.

2. Ashwini Choudhary, Kshama Choudhary,
39/1, Snehalata, Kirti - 68. Signature of the Land owner
Bangalore, Pin-700124



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UNDER RULE 44A OF THE I.R. ACT 1908

Name : Kshama Chowdhury

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Kshama Chowdhury

ডান হাত

Kshama Chowdhury

Signature of the Presentant

Executant/Claimant/Attorney/Principal/Guardian/Trustee. (Tick the appropriate status)

(2) Name : Mrinal Kanti Ghosh

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Mrinal Kanti Ghosh

ডান হাত

All the above fingerprints are of the above named person and attested by the said person.

Mrinal Kanti Ghosh

Signature of the Presentant

(3) Name : Bikramjit Ghosh

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



ডান হাত

Bikramjit Ghosh

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



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



192023240231034071

GRN Details

GRN:	192023240231034071	Payment Mode:	Online Payment
GRN Date:	22/09/2023 11:56:21	Bank/Gateway:	Union Bank of India
BRN :	520228243	BRN Date:	22/09/2023 11:57:06
GRIPS Payment ID:	220920232023103406	Payment Init. Date:	22/09/2023 11:56:21
Payment Status:	Successful	Payment Ref. No:	2002269461/5/2023 (Query No**Query Year)

Depositor Details

Depositor's Name:	Mrinal Kanti Ghosh
Address:	Nabapally, Barasat , West Bengal, 700126
Mobile:	9735494084
Contact No:	9163919877
Depositor Status:	Buyer/Claimants
Query No:	2002269461
Applicant's Name:	Mr Asish Kumar Ghosh
Identification No:	2002269461/5/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 5
Period From (dd/mm/yyyy):	22/09/2023
Period To (dd/mm/yyyy):	22/09/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002269461/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	9021
2	2002269461/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	35021
			Total	44042

IN WORDS: FORTY FOUR THOUSAND FORTY TWO ONLY.

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



192023240234336961

GRN Details

GRN:	192023240234336961	Payment Mode:	Online Payment
GRN Date:	25/09/2023 22:21:39	Bank/Gateway:	Union Bank of India
BRN :	520269657	BRN Date:	25/09/2023 10:22:46
GRIPS Payment ID:	250920232023433695	Payment Init. Date:	25/09/2023 22:21:39
Payment Status:	Successful	Payment Ref. No:	2002269461/8/2023 (Query No. Query Year)

Depositor Details

Depositor's Name:	Mrinal Kanti Ghosh
Address:	Nabapally Barasat, West Bengal, 700126
Mobile:	9735494084
Contact No:	9163919877
Depositor Status:	Buyer/Claimants
Query No:	2002269461
Applicant's Name:	Mr Asish Kumar Ghosh
Identification No:	2002269461/8/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 8
Period From (dd/mm/yyyy):	25/09/2023
Period To (dd/mm/yyyy):	25/09/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002269461/8/2023	Property Registration- Registration Fees	0030-01-104-001-16	27000
		Total		27000

IN WORDS: TWENTY SEVEN THOUSAND ONLY.



भारतीय निर्वाचन आयोग
भारत
ELECTION COMMISSION OF INDIA
IDENTITY CARD

RXT1675495



निर्वाचक नाम : बिशन घोष
Elector's Name : Biswan Ghosh
पिता का नाम : सु-श्री घोष
Father's Name : Subash Ghosh
लिंग/पैसा : प / M
जन्म तिथि : 25/05/1990
Date of Birth

RXT1675495

भारत

बिशनपुर (पश्चिम), पूर्वांचल, बिहार,
बिशनपुर, पिन कोड
700128

Address:

Bishanpur (Pashchim), Patanchal,
Bihar, Bishanpur, Pin Code
74 PARAGANAH-700128

Biswan

Date: 30/12/18

(1) - बिशनपुर (पश्चिम) निर्वाचक नाम
Bishanpur (Pashchim) Elector's Name

फॉर्म में बिशनपुर (पश्चिम) निर्वाचक नाम
Signature of the Electoral
Registration Officer for

T21 - बिशनपुर निर्वाचक नाम

बिशनपुर (पश्चिम) निर्वाचक नाम (1) - बिशनपुर (पश्चिम) निर्वाचक नाम
Bishanpur (Pashchim) Elector's Name (1) - Bishanpur (Pashchim) Elector's Name

बिशनपुर (पश्चिम) निर्वाचक नाम (1) - बिशनपुर (पश्चिम) निर्वाचक नाम
Bishanpur (Pashchim) Elector's Name (1) - Bishanpur (Pashchim) Elector's Name

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Major Information of the Deed

Deed No.	I-1502-07457/2023	Date of Registration	26/09/2023
Query No. Year	1502-2002269461/2023	Office where deed is registered	
Query Date	05/09/2023 7:45:59 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Asish Kumar Ghosh Barasat Judges Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9163919877, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 62,00,000/-]		
Self Forth Value	Market Value		
Rs. 23,00,000/-	Rs. 72,70,499/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 62,053/- (Article: E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :



District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Krishnanagar Road, Mouza: Napara, JI No: 83, Pin Code : 700125

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Self Forth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	RS-214	RS-1426	Bastu	Danga	4 Katha 4 Chetak 38 Sq Ft	20,00,000/-	69,70,499/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
Grand Total :					7.0996Dec	20,00,000 /-	69,70,499 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Self Forth Value (in Rs.)	Market value (in Rs.)	Other Details
S1	On Land L1	900 Sq Ft.	3,00,000/-	3,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		900 sq ft	3,00,000 /-	3,00,000 /-	





Land Lord Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	Name, Address, Photo, Finger Print, Signature
1	<p>Kshama Chowdhury (Presentant) Wife of Mridul Chowdhury Executed by: Self, Date of Execution: 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023 ,Place : Office</p>   <p><i>Kshama Chowdhury</i></p> <p>26/09/2023 LT 26/09/2023</p>
<p>Sreekanan,92/11,K.N.C. Road, City:- Not Specified, P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: a0000000e, Aadhaar No: 6100000000523, Status :Individual, Executed by: Self, Date of Execution: 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023 ,Place : Office</p>	

Developer Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	<p>GHOSH CONSTRUCTION Ground Floor,gouri Apartment,park Avenue, City:- Not Specified, P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126 , PAN No.:: AA000007E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	Name, Address, Photo, Finger Print, Signature
1	<p>Mrinal Kanti Ghosh Son of Late Radhaballav Ghosh Date of Execution - 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023, Place of Admission of Execution: Office</p>   <p><i>Mrinal Kanti Ghosh</i></p> <p>Sep 26 2023 1:41PM LT 26/09/2023</p>
<p>Nirmala Bhaban,shridurgapally, City:- Not Specified, P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ad000003b, Aadhaar No: 6000000008024 Status : Representative, Representative of : GHOSH CONSTRUCTION (as partner)</p>	
2	Name, Address, Photo, Finger Print, Signature
2	<p>Bikramjit Ghosh Son of Nityagopal Ghosh Date of Execution - 26/09/2023 , Admitted by: Self, Date of Admission: 26/09/2023, Place of Admission of Execution: Office</p>   <p><i>Bikramjit Ghosh</i></p> <p>Sep 26 2023 1:44PM LT 26/09/2023</p>

Baninketan School Road, City:- Not Specified, P.O:- Nabapally, P.S:-Barasat, District-North 24-Parganas, West Bengal, India, PIN:- 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxxx8I, Aadhaar No: 88xxxxxxxx4280 Status.: Representative, Representative of : GHOSH CONSTRUCTION (as partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Bikram Ghosh Son of Susanta Ghosh Barasat Court, City:- Not Specified, P.O:- Barasat, P.S:-Barasat, District-North 24-Parganas, West Bengal, India, PIN:- 700124			
	26/09/2023	26/09/2023	26/09/2023
Identifier Of Kshama Chowdhury, Mrinal Kanti Ghosh, Bikramjit Ghosh			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Kshama Chowdhury	GHOSH CONSTRUCTION-7.09958 Dec
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	Kshama Chowdhury	GHOSH CONSTRUCTION-900.00000000 Sq Ft

Endorsement For Deed Number : I - 150207457 / 2023

On 25-09-2023

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.

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

Presented for registration at 12:13 hrs on 26-09-2023, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Kshama Chowdhury, Executant.

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 72,70,499/-

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

Execution is admitted on 26/09/2023 by Kshama Chowdhury, Wife of Mridul Chowdhury, Sreekanan, 82/11, K.N.C. Road, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession House wife

Identified by Bikram Ghosh, , Son of Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 26-09-2023 by Mrinal Kanti Ghosh, partner, GHOSH CONSTRUCTION (Partnership Firm), Ground Floor, gouri Apartment, park Avenue, City:- Not Specified, P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126

Identified by Bikram Ghosh, , Son of Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 26-09-2023 by Bikramjit Ghosh, partner, GHOSH CONSTRUCTION (Partnership Firm), Ground Floor, gouri Apartment, park Avenue, City:- Not Specified, P.O:- Nabapally, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700126

Identified by Bikram Ghosh, , Son of Susanta Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 62,053.00/- (B = Rs 62,000.00/-, E = Rs 21.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32,000/-, by online = Rs 62,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/09/2023 11:57AM with Govt. Ref. No: 192023240231034071 on 22-09-2023, Amount Rs: 35,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 520228243 on 22-09-2023, Head of Account 0030-03-104-001-16 Online on 25/09/2023 10:22AM with Govt. Ref. No: 192023240234336961 on 25-09-2023, Amount Rs: 27,000/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 520269657 on 25-09-2023, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5014, Amount: Rs.1,000.00/-, Date of Purchase: 20/09/2023, Vendor name: Haran Chandra Sadhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/09/2023 11:57AM with Govt. Ref. No: 192023240231034071 on 22-09-2023, Amount Rs: 9,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 520228243 on 22-09-2023, Head of Account 0030-02-103-003-02
Online on 25/09/2023 10:22AM with Govt. Ref. No: 192023240234336961 on 25-09-2023, Amount Rs: 0/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 520269657 on 25-09-2023, Head of Account


Rita Lepcha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2023, Page from 200592 to 200631
being No 150207457 for the year 2023.



Digitally signed by RITA LEPCHA
Date: 2023.10.03 15:22:19 +05:30
Reason: Digital Signing of Deed.

R
(Rita Lepcha) 03/10/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.