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

Signature of Registrar
Chitragan. B. - Hooghly
30 JUL 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 4th day of July, 2022.

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নম্বর ৫২২৩ তারিখ ইং ২০/৬/২০২২

শ্রেণী

সংখ্যা

থানা

শ্রীমতী লক্ষ্মী দেবী

সি.বি.এ.সি.ও. ডি.বি.সি.ও.

কুমিল্লা

ভেণ্ডার- শ্রী প্রবীর কুমার সান্তরা

সংখ্যা- ০০০/ মোকাম- চন্দ্রনগর ডেপুটি

P. S. Santra



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Mr. Dipak Chandra Santra
Sadar, Midnapore.

20 JUL 2022

(2)

BETWEEN

SRI. AMARNATH GHOSH, (PAN-ASJPG1495N), Son of Late Jyotish Chandra Ghosh, by caste Hindu, by profession – Cultivation, residing at- Simla (North), P.O. Chinsurah R.S., P.S. Chinsurah, Dist.-Hooghly being the OWNER OF LAND hereinafter referred to as the 'OWNER' (which expression shall unless excluded by or repugnant or contrary to the context include his legal heirs, legal representatives, executors, administrators and assigns) **PARTY OF THE FIRST PART.**

AND

SIDDESWARI PROPERTIES (PAN-ABGFS1662K), a registered Partnership Firm having its Registered Office at Chinsurah Station Road, P.O. Chinsurah RS P.S. Chinsurah, District-Hooghly, PIN 712102, represented by its Partners, **(1) SRI GAUTAM GHOSH (PAN-ADHPG9887D)** Son of Late Saroj Kumar Ghosh, by caste-Hindu, by profession- business, residing at Amarpur, P.O. Sugandha, P.S. Polba, Dist. Hooghly, **(2) SMT. SUTAPA GHOSH (PAN-AGJPG9873A)** wife of Sri Gautam Ghosh, by caste- Hindu, by profession - business, residing at- Amarpur, P.O. Sugandha, P.S. Polba, Dist. Hooghly, being the '**DEVELOPER**' hereinafter referred to as "the DEVELOPER" (which expression shall unless excluded by or repugnant of contrary to the context include his legal heirs, legal representatives, executors, administrators, and assigns) **PARTY OF THE SECOND PART .**

WHEREAS the property described in the First Schedule hereunder being a piece of land measuring **0.14 (Acre)** 'Dokan' recorded land being RS Dag No. 1766 appertaining to RS Khatian No.277 corresponding **LR Dag No.1917** appertaining to **LR Khatian No. 41** and measuring **0.12 (Acre)** 'Dokan' recorded land being RS Dag No. 1767 appertaining to RS Khatian No.277 corresponding **LR Dag No.1918** appertaining to **LR Khatian No. 41** of Mouza Simla, -JL NO.16, P.S. Chinsurah, within the limits of Kodaliya No.1 Gram Panchayet, in the District Hooghly, originally belonged to Jotish Chandra Ghosh son of Late Hari Charan Ghosh, the father of the owner of the land, hereinafter referred to as the '**Said Premises**'.

WHEREAS said Jyotish Chandra Ghosh by a registered Trust Deed dated 24 th September, 1955 created a family trust for the welfare of his minor son Amarnath Ghosh and Amarnath Ghosh was the sole beneficiary of the said Trust Deed.



Aut. General San Agustín
Toluca, México

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WHEREAS after attainment of 21 years age and as both the executant of the said trust deed and his wife are dead, so Amarnath Ghosh, First party of the First Part became sole owner and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises.

AND WHEREAS the party of the First Part has intended to develop the said premises but he is not in a position and experience to construct a multistoried building due to paucity of fund and as such he was in search of a good, experienced and financially capable developers, who could do the needful jobs for constructing a multistoried building, upon the said premises.

AND WHEREAS the party of the second part herein is an experienced and financially capable developer, came to know the said intention of the land owner and have approached the land owner to enter into agreement for developing the said property.

AND WHEREAS after proper negotiations in regards to the terms and conditions of the development of the property, it is settled that the terms and conditions should be fully embodied so that there should not be any confusion towards the agreement and development of the said premises of the First Party.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE-I

In these presents unless there is anything repugnant to or inconsistent with :-

1.1. **THE ARCHITECT** shall mean and include such person or persons or firm who may be appointed by the developers for designing and planning of the proposed building on the said premises.

1.2. **BUILDING** shall mean the building to be constructed on the said premises as per building plan to be sanctioned by the Zila Parishad Hooghly.

1.3. **BUILDING PLAN** shall mean and include the proposed plan of the said multistoried building, which will be sanctioned and approved by the Zila Parishad Hooghly.



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- 1.4. **COMMON FACILITIES AND COMMON AMENITIES** shall mean and include corridors, hallways, stairways, passage Ways, drive ways, Common lavatories, pump, electric meter, under ground / over head water reservoir, Water pump and electric motor, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment provisions, maintenance and/or management of the building as mentioned in the Fourth Schedule hereinafter mentioned.
- 1.5. **DEVELOPER** shall mean the **SIDDESWARI PROPERTIES (PAN-ABGFS1662K)**, a registered Partnership Firm having its Registered Office at Chinsurah Station Road, P.O. Chinsurah RS, P.S. Chinsurah, District-Hooghly, PIN 712102, represented by its Partners, **(1) SRI GAUTAM GHOSH** Son of Late Saroj Kumar Ghosh, **(2) SMT. SUTAPA GHOSH** wife of Sri Gautam Ghosh, and include their respective heirs, executors, administrators, representatives and assigns .
- 1.6. **DEVELOPER'S ALLOCATION** shall mean and include the remaining portions of the constructed area in the building to be constructed on the premises after allocation to the owners, including proportionate share of land and the common facilities and amenities attributable to the constructed area to remain with the builder, specifically and particularly set out in the Third Schedule written hereunder.
- 1.7. **FORCE MAJEURE** shall mean and include any war, civil commotion, riots, Governmental notifications, any statutory notifications, acts of God and/ or any order of the Courts and/ or any prohibitory order from any competent Court of Law at the instance of either of the party herein or at the instance of any third party to which the parties have no control.
- 1.8. **OWNER** shall mean the said **Amarnath Ghosh** son of Late Jyotish Chandra Ghosh of Simla (North), P.O. Chinsurah R.S ., P.S. Chinsurah, Dist. Hooghly and his heirs, executors, trustees, legal representatives, administrators and assigns.



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- 1.9. **OWNER'S ALLOCATION** shall mean and include the flats, the Shop Rooms which is to be allotted to the owners as owners allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the Common facilities and amenities attributable to the constructed area to be allocated to the owners pro-rate basis, specifically and particularly mentioned in the second schedule hereunder Written.
- 1.10. **PREMISES** shall mean a plot of land measuring **0.14 (Acre)** 'Dokan' recorded land being RS Dag No. 1766 appertaining to RS Khatian No.277 corresponding **LR Dag No.1917** appertaining to **LR Khatian No. 41** and measuring **0.12 (Acre)** 'Dokan' recorded land being RS Dag No. 1767 appertaining to RS Khatian No.277 corresponding **LR Dag No.1918** appertaining to **LR Khatian No. 41 of Mouza Simla , -JL NO.16, P.S. Chinsurah**, within the limits of Kodaliya No.1 Gram Panchayet, in the District **Hooghly**, specifically and particularly mentioned and described in the **FIRST SCHEDULE** hereunder called **THE SAID PREMISES**.
- 1.11. **RERA** shall means and include the provisions of the Real Estate Regulatory Authority and the entire development shall be in terms of the provisions of RERA.
- 1.12. **SALEABLE SPACE** shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required therefor.
- 1.13. **SPECIFICATION OF WORK** as mentioned in Fifth Schedule hereunder mentioned.
- 1.14. **TITLE DEED** shall mean the document which was registered in the office of the District Sub- Registrar, Hooghly being No. 4597 for the year 1955.
- 1.15. **TRANSFER** shall mean and include with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in a multistoried building to the intending purchaser thereof.
- 1.16. **TRANSFeree** shall mean and include a person, firm, limited company, association of persons to whom any space in the building is to be transferred.



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1.17. **WORDS** importing singular shall include plural and vice versa.

ARTICLE- II

2.1. This agreement shall be deemed to have commenced with effect from this day i.e. the date of execution of the agreement.

ARTICLE- III.

3.1. That the owner has agreed to and hereby grant an exclusive right to the Developer to build upon the said premises, the said building according to the said building plan to be sanctioned by the local authority and in conformity with the said details of construction and the right to transfer the developer allocation to the transferees selected by the developer and to obtain from them the necessary allocation to the advance and/or payment at its sole discretion on such terms and conditions as the developer may think fit and proper. **PROVIDED ALWAYS** that any such advance or payment to be obtained by the developer shall be at its own risk and responsibility and the owner shall neither have any claim therein nor shall he be liable or responsible for the loss or misapplication thereof. **PROVIDED** that the developer shall not be entitled to transfer in any manner whatsoever or encumber the owners' allocation which will be handed over to him (the owner) in consideration of these presents as provided hereinafter.

3.2. ALL applications and other necessary papers and documents and the said building plan in connection with the construction of the said building shall be signed by the owner and submitted by the developers in the name of the owner within 90 days from the date of signing of this agreement but at the costs and expenses in all respects by the developers who shall pay and bear all Such fees, charges and expenses required to be paid or deposited. Time will be deemed to be the essence of contract. On expiry of the period of 90 days, if the developers fail to submit the building plan, the owner shall be at liberty to rescind this agreement except force majeure circumstances.

3.3. The developer shall bear and pay all costs, charges and expenses for the drawings and sanction of the said building plan or alteration or modification thereof. as shall be required.



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Chandigarh

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3.4. That the liabilities for the eviction of the tenants Will remain with the owner if any covered area requires to be allocated for any tenant for the new building in order to make amicable settlement with them, the said area will be deducted from owner's allocation.

3.5. The developer shall deposit Rs.2,00,000/- (Rupees Two Lacks) only to the owner of the land as interest free security which will be refunded by the owner to the developer at the time of getting delivery of his allocation.

3.6. That all sorts of liabilities excluding tenants liabilities and previous financial liabilities, of the owner, will be borne by the developers only and if anybody creates any sorts of obstruction and/or objection towards the smooth running of the construction of the proposed building in that event the land owner herein will not be liable for the said reason and due to the conduct of the said miscreants if the construction be held up then the owner will not bear all the financial responsibility therefor.

3.7. The name of the building will be styled at the sole discretion of the owner.

ARTICLE- IV.

4.1. Developers may with their own finance and/or advance received from the intending transferees construct the said building strictly according to the said building plan and in conformity with the said details of construction **PROVIDED ALWAYS** that the owner shall not at all be responsible for any illegal or unsanctioned deviation from the said building plan by the developer **PROVIDED ALSO** that the owner shall not at all be responsible or liable for any such advance taken by the developer nor shall it be presumed that the owner had consent to such advance. The developer may receive money at their own risk and liability in so far as may be necessary to apply to the proper authorities to obtain quotas entitlements allocations of cement and steel solely for the purpose for the construction of the said building **PROVIDED ALSO** that the developers shall be lawful custodian of such allocated goods and shall be liable and answerable to the proper authority for the proper consumption of all such allocations and similarly they may apply for and at his own cost obtain temporary and/or permanent connections of water, electricity and telephone to the said building and other inputs and facilities required for the construction for which purpose the owner shall execute in favour of the developers a general power of attorney as may be legally required by the developers.



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ARTICLE-V

5.1. Immediately upon the completion of the construction of the said five storied building (G+ 4) in all respects in accordance with the said building plan and also conformity with the said details of construction and certified by the Architect of the Owner that the said building had been so constructed and completed by the developer, the developer shall deliver to the owner the owner's allocation which will absolutely belong to him and the owner shall not have any right, title, interest, claims or demand whatsoever to the developers allocation, PROVIDED ALSO that until vacant possession of the owner's allocation is given to the owner the developer shall not have any right for transfer or deliver possession of any portion of the developers' allocation to the intending transferees PROVIDED ALSO that after having delivered to the owner the owner's allocation in terms of this agreement the developer shall be absolutely entitled to transfer the developers' allocation to their selected transferees and the owner shall not have any claim on the consideration money to be received by the developer.

5.2. The owner and other purchasers of residential flats and commercial spaces shall have proportionate interest in the said common areas and facilities on the said building appurtenant to each of the residential flats and commercial and car parking space in the said building. But the owners of the commercial space on the road side will not be allowed to make their entry inside the building .

ARTICLE-VI

6.1. The owner and the developer until respective allocation are disposed of shall pay and bear proportionate share of all ground rent, property tax, maintenance charges dues and outgoing and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of share of their respective allocation as may determined jointly by them or until an association of flat owners be formed by the owner and the transferee of Flats and commercial space in the said building .

6.2. The owner shall until formation of the Association of flat owners punctually and regularly pay to the developer the proportionate share of common expenses payable by them and after the formation thereof the owner shall pay the same



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to the association of flat owners. Likewise the developer shall bear the remaining portion of the common expenses payable in his share and shall meet the entirety thereof punctually. Failure to do so by either party make the defaulting party liable for all claims, actions, demands and costs, charges and expenses and proceedings thereof and keep the other party (not being default) indemnified and harmless Consequent upon such default.

ARTICLE-VII

7.1. The Owner shall clear up ground rent and other outgoings payable in respect of the said premises till the date of signing of these presents.

7.2. During the continuance of this agreement the owner shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the developer but the owner shall have full right to enter into the said building and to inspect the construction work carried on there by the developer.

7.3. The owner shall convey at the cost of the developer or transferee proportionate share of the said premises confined to developer's allocation. Thereof to the respective transferee except owner's allocation. The consideration for selling and / or disposing of the developer's allocation shall be exclusively appropriated by the developer.

7.4. All the flat owners shall be the member of any association of flat owners that may be formed of all the owners of the residential flats, commercial and car parking spaces and shall abide by all the bye-laws, Rules and Regulations adopted by such association.

7.5. The owner does hereby declare that he has good right title and interest on the said premises and full power to enter into this agreement with the developer and the owner does hereby undertake to indemnify and keep indemnified the developer from and against any claims actions and demands whatsoever in respect of his marketable title to the said premises.

7.6. The owner does hereby undertake not to create encumbrances or Charges on the said premises during the continuance of this agreement.



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ARTICLE- VIII.

8.1. The developer shall pay all outgoing from the day of Signing of this agreement and the developers shall engage, appoint or nominate at their sole risk responsibility and cost of architects, contractors, sub-contractors, suppliers and laborers for carrying out the construction of the said building strictly according to the said building plan and in conformity with the Said details of construction.

8.2. The developer shall at its own cost construct and complete the construction of the said building as per Indian Standard Specifications with best available material in the market and in accordance with the building plan and in conformity with said details of construction.

8.3. The developer shall do all acts deeds and things as may be found necessary for the smooth and expeditious construction of the said building.

8.4. The construction work shall be at the sole risk and responsibility of the developer and it is mutually agreed and clearly understood that the owner shall not be responsible for any technical and/or engineering defect or variation or deviation from the building plan in course of construction of the said building for which the developer shall be solely responsible and directly answerable to the concerned authorities and also to the owner and shall indemnify and keep indemnified the owner from damages if there be any, which he may suffer thereby.

8.5. The developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenses thereof for the cost of building materials, fees and remuneration of the Architects, Labour payment etc. in Such manner as the developer shall think fit and proper at their absolute discretions. The owner shall never be liable or responsible for such payments or any part thereof.

8.6. The developer shall complete in all respects the constructions of the said building according to the said building Plan and in conformity with the details of construction and Shall deliver vacant possession of the owners' allocation to the owners Within 24 (twenty four) months from the date of receipt of the said sanctioned building plan (hereinafter referred to as the "contract period" unless prevented from so doings by act of God, bad weather, labour troubles, strike and



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other force majeure beyond the control of any one in which case the owner on the Written application of the developer made at least one month before the expiry of the contract period shall extend the date of completion of the construction and the delivery of the vacant possession of the owner's allocation to the owner to such further date nor exceeding 6 (six) months from the expiry of the contract period, subject to force majeure.

8.7. The developers undertake to keep the owner indemnified from and against all third party claims and actions arising out of any act or omission on the part of the developers in the matter of construction of the said building.

8.8 To enable the construction of the building by the developers various acts, deeds, matters and things not herein specifically referred to may be legally required to be done by the developers from time to time for which it may be required the authority of the owner and various application and other documents may be necessary to be signed or made by them for and in connection with the construction of the said building for which no specific provisions has been made herein, the owner undertake to sign all such additional applications and other documents as may be legally required for those purpose without any delay and/or objection.

8.9. The owner shall at the request and cost of the developer execute and register the conveyance or conveyances in respect of the developer's allocation of the said premises in favour of the transferees selected by the developer after getting the peaceful vacant possession of the owner's allocation.

8.10. Subject to clause 8.2 above the owner shall have no right or power to terminate this agreement within the contract period provided the developer does not violate any of the terms and conditions of this contract.

8.11. In the event of any portion of the said premises being effected by any acquisition or requisition by any of the authorities concerned including K.M.D.A. or any other authority then the developer shall have the option to deduct the said portion or land so affected from the scope of this agreement and the owner shall be entitled to full compensation for the portion of the land of the premises so acquired and the developer shall be entitled to get the full compensation for the building constructed thereon by them. In case development is not possible at all



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then owner and developer shall get compensation according to their allocation in the said premises. But if such incident at all happens before construction started then and in such event the developer shall be reimbursed by owner the actual cost incurred by Developer and refund the security money and the developer shall have no right on compensation.

8.12 The developer shall be entitled to put their sign boards on the said premises stating the name address and the other particulars of the developers as may be required from the date of execution of this agreement. the developers will have the sole right to advertise at his own costs in the leading daily news papers, magazine, radio, television or any manner whatsoever in the name of the developers for publicity and sale of residential flats and commercial and parking space.

ARTICLE -IX

9.1. The owner and the developer have entered into the agreement purely on a principal to principal basis and nothing stated shall be deemed to be construed as partnership between developer and the owner or as joint venture between them.

9.2. All communications etc. are required to be given hereunder by either party to the other party are to be sent by registered Speed post with A/D or by hand delivery with proper receipts in case of the developers their official address as above or at any other address communicated in writing by it to the owner within a week from the date of change of address. Provided always that all notices, letters, etc. sent by registered post with A/D to the other party is returned to the send or by postal authorities as undelivered either on account of the address having refused to accept the same or on any other cause it would be deemed that the same had been duly served.

 9.3. The developers shall have the right to form Partnership/Company among themselves for completion of the project and the owner has full consent to it. As acknowledgement of the same, he shall put his signature in all papers connecting thereto, if necessary.



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ARTICLE-X

10.1. That the owner's allocation in the said building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the said building intended for the common benefits of all occupiers of the said building which shall include the followings.

10.2 The owner and developer shall not use or permit to use their respective allocation in the said building or any portion thereof for carrying of any unlawful or illegal and immoral trade or activities nor use thereof for any purpose which may cause any nuisance to the other occupiers of the said building.

10.3. Neither party shall demolish or permit to demolition of any wall or other structure in their respective allocation or any portion thereto or make any structural alteration thereon without the previous consent of the other in this behalf such consent shall not be withheld unreasonably.

10.4. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless :-

a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

b) The proposed transferee shall have given a written understanding to be bound by the terms and conditions hereof and to duly and promptly pay all whatsoever shall be payable in relation to the area in their respective portion.

10.5. Both the parties shall abide by all laws, rules and regulations of Government, local bodies as the case may be and shall attend to answer or be responsible for any deviations violations and/or breach of any of the said law and regulations.

10.6. The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the said building in good working conditions and repair and in particular so as not to cause any damage to the Said building or any other or their space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequence of any.

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Sadar, Hooghly.

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10.7. No goods or other items shall be kept by the owner or the developers or the transferees for display or otherwise in the corridor or other place of common use in the said building and in case any hindrance is caused in any manner in the free movement of the other occupiers shall be liable to remove the same at the risk and the cost of the other.

10.8. The owner shall permit the developer and its employees and agents with or without workmen or others of the responsible limits to enter into and upon the owners allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of pulling down maintaining repairs and testing drains, gas, water pipes and electric wires for any similar purpose.

ARTICLE-XI.


11.1. The owner hereby undertake that the builder shall be entitled to the said construction and shall enjoy the allocated space without any interference and/or disturbance of the owner, if the builder perform and fulfill all the terms and conditions herein contained and or its parts to be observed and performed.

ARTICLE-XII.

12.1. The developer hereby undertakes to keep the owner indemnified against all third party claim and actions arising out of any sorts of act or omission in the building.

12.2. The developer hereby undertake to keep the owner indemnified against all actions, suits, costs, proceedings and claims for that arise out of the builder's actions with regard to the development of the said property and/or in the manner if construction of the said building and/or for any defect therein.

ARTICLE-XIII.

 In case of any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein any contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration of a single arbitrator in case the parties agree to the case otherwise two arbitrators, one to appointed by each of the parties in dispute and two arbitrator shall appoint



and, District Sub-Registrar
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an umpire and arbitration shall be commenced in terms of the provision of the Arbitration and conciliation act, 1996 or any statutory modification thereunder.

ARTICLE-XIV.

14.1. Notwithstanding what has been stated hereinabove it has been agreed that this agreement subsists till the development of the said premises be completed in terms of this agreement.

14.2. The owner shall not encumber the said premises during the subsistence of this presents,

14.3. The said premises now free from all encumbrances, mortgages. Liens, lis pendens of any nature whatsoever or howsoever subject to terms mentioned hereinabove.

14.4 The owner has handed over possession of the said premises for development though right, title & interest shall remain with the owner till prospective allocations are acted upon.

ARTICLE-XV.

15.1. The courts of the District Hooghly shall have the jurisdiction to entertain and try action suits and proceedings out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO LAND

ALL THAT piece and parcel of land measuring **0.14 (Acre)** 'Dokan' recorded land being RS Dag No. 1766 appertaining to RS Khatian No.277 corresponding LR Dag No.1917 appertaining to LR Khatian No. 41 and measuring **0.12 (Acre)** 'Dokan' recorded land being RS Dag No. 1767 appertaining to RS Khatian No.277 corresponding LR Dag No.1918 appertaining to LR Khatian No. 41 of Mouza Simla,-JL NO.16, P.S. Chinsurah, within the limits of Kodaliya No.1 Gram Panchayet, in the District Hooghly,

Which Is Butted And Bounded By :-**In the North:-** Chinsurah Station Road. **In the South:-**House of Late Arun Sarkar, **In the East:-** landlord's property, **In the West-** Railway boundary wall.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Land Owners' Allocation)

ALL THAT 26% (twenty six per cent) of the total covered area as per building plan sanctioned by the Zila Parishad Hooghly District together with the undivided proportionate share in the land of the said premises.



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Sadar, Hooghly.

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT the remaining 74% (Seventy four Per Cent) constructed area of the said building to be constructed upon the said premises as per plan sanctioned by the Zila Parishad Hooghly District save and except the owner's allocation stated specifically in the second schedule written herein above together with the undivided proportionate share in the land of the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Facilities and amenities)

The owner of the land along with co-owners, occupiers, society or syndicate or association shall allow each other the following easement, quasi easement and equal easement right, privileges etc.

Land under the said building described in the First Schedule. All Side spaces, back spaces, paths, passages, drain ways sewerage provided in the said building.

General lighting of the common portions and space for installation of electric meter in general and separate.

Connection of the drain sewerage line of the said building. Stair case landing, staircases and roof of the building. Septic tank, water pump, underground and overhead water reservoir, water line, Electric meter for common purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specification of Works)

FOUNDATION : R.C.C. Foundation and framed structure.

BRICK WORK : Brick work of 8", 5" with specified plaster.

FLOORING : Flooring of GVT Tiles with 5" skirting on all sides.

DOORS : wooden frames and solid-flash door .

WINDOWS : ALL Windows will be made Almunium within Square bar grills.



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KITCHEN : Black stone partition and platform with a sink and sink cock and glazed tiles up to 3' feet height above the platform.

TOILET : Glazed tiles upto 6'-6" height , one commode and other one commde for WC, C.P. shower , one bibcock one wash basin with bib cock..

ELECTRIC : Concealed wiring (ISI Mark copper wire) with adequate points.

WATER SUPPLY : 24 hours water supply will be provided by deep tube well with pumps.

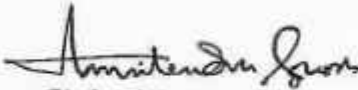
INTERIOR WALL COAT : All the interior walls will be finished with a coat of wall putty.


EXTRA WORK : Any extra work other than stand specification shall be charged extra and such amount shall be deposited before the execution of such work.

ELECTRIC METER : Charges of procurement of the electric meter will be borne by the individual flat/commercial/ owner.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

Signed, sealed and delivered
by the owner and developers
in the presence of :

1. 
Simla (North)
Chinsura R. S
Hughly.

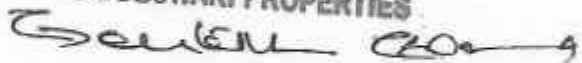
2. 
9/203, Maheshwari Lane
Hughly 712103





(SIGNATURE OF THE OWNER)

SIDDESWARI PROPERTIES



Partner :

SIDDESWARI PROPERTIES



Partner :

(SIGNATURE OF THE DEVELOPER)



A. J. District Sub-Registrar
Hooghly, West Bengal.

19 JUL 2022

MEMO OF CONSIDERATION

Received RS. 2,00,000/- (Rupees Two Lakhs) only from the within named developer as per memo below.

MEMO;

- (I) In Cash .-----Rs. 1,00,000/-
(II) Being cheque No446085, dated 22.10.2021,
State Bank of India, Chinsurah Br. Worth -----Rs. 1,00,000/-

Rs.2,00,000/-

Signed, sealed and delivered
in the presence of :

1. Anindita Ghosh (Kumar)
Pally street, Chinsurah Str Rd.
Hooghly.



(SIGNATUR OF THE OWNER)

2. Amal Kumar Das
9/203, Allahabad Law
Hooghly 712103.

Drafted by me.

Tapan Kumar Das
Advocate

Judges' Court Hooghly.
Sn No - 592/26/U.B.

Typed By Me :-

Sacmi Saha
Keendugul Chinn
Hooghly.













Abdi, District Sub-Registrar
Sadar, Haryana.

11.9 JUL 2022

SPECIMEN FORM FOR BOTH HANDS FINGER IMPRESSIONS

Vendor/Vendee/Donor/Donee/Declarant /Executor

LEFT HAND			RIGHT HAND		
		THUMB	THUMB		
		FORE	FORE		
		MIDDLE	MIDDLE		
		RING	RING		
		LITTLE	LITTLE		



Aman Nath Ghosh.
signature

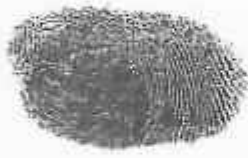


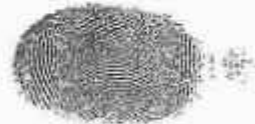








৯৭১. ডিস্ট্রিক্ট সাব-রেজিস্ট্রার
সাদার, হুগলি.

19 JUL 2022

SPECIMEN FORM FOR BOTH HANDS FINGER IMPRESSIONS

Vendor/Vendee/Donor/Donee/Declarant /Executor

LEFT HAND			RIGHT HAND		
	THUMB	THUMB			
	FORE	FORE			
	MIDDLE	MIDDLE			
	RING	RING			
	LITTLE	LITTLE			



Saulen Chon

signature














৯১১, ডিস্ট্রিক্ট সাব-রেজিস্ট্রার
সদর, হুগলি,

19 JUL 2022

SPECIMEN FORM FOR BOTH HANDS FINGER IMPRESSIONS

Vendor/Vendee/Donor/Donee/Declarant /Executor

LEFT HAND			RIGHTHAND		
		THUMB	THUMB		
		FORE	FORE		
		MIDDLE	MIDDLE		
		RING	RING		
		LITTLE	LITTLE		
			<p>Sutupa Ahash <u>signature</u></p>		



Advt. District Sub-Registrar
Sardar Poonjiv.

19 JUL 2022



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

GRN Details

GRN: 192022230076586171
GRN Date: 19/07/2022 08:13:44
BRN : IK0BUEACB1
Payment Status: Successful

Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 19/07/2022 08:15:04
Payment Ref. No: 2001982522/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SIDDESWARI PROPERTIES
Address: CHINSURAH STATION ROAD, CHINSURAH, HOOGHLY
Mobile: 9123371321
Depositor Status: Others
Query No: 2001982522
Applicant's Name: Mr Paban Kumar Sadhu
Identification No: 2001982522/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001982522/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	35020
2	2001982522/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	35041

IN WORDS: THIRTY FIVE THOUSAND FORTY ONE ONLY.

1950

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Major Information of the Deed




Deed No :	I-0603-03657/2022	Date of Registration	19/07/2022
Query No / Year	0603-2001982522/2022	Office where deed is registered	
Query Date	30/06/2022 8:49:37 AM	A.D.S.R. CHINSURA, District: Hooghly	
Applicant Name, Address & Other Details	Paban Kumar Sadhu 102 Moinadanga, Thana : Chinsurah, District : Hooghly, WEST BENGAL, PIN - 712102, Mobile No. : 9123371321, 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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 1,50,00,000/-	Rs. 1,80,92,436/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
Remarks			

Land Details :

District: Hooghly, P.S:- Chinsurah, Gram Panchayat: KODALIA-I, Mouza: Simla, JI No: 16, Pin Code : 712102

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1917 (RS :-1766)	LR-41	Viti Dokan	0.14 Acre	80,00,000/-	97,42,081/-	Property is on Road Adjacent to Metal Road,
L2	RS-1767	RS-277	Viti Dokan	0.12 Acre	70,00,000/-	83,50,355/-	Property is on Road Adjacent to Metal Road,
TOTAL :							
Grand Total :				26Dec	150,00,000 /-	180,92,436 /-	
Grand Total :				26Dec	150,00,000 /-	180,92,436 /-	



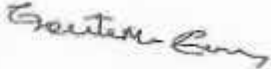
Land Lord Details :



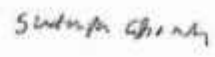
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri AMAR NATH GHOSH (Presentant) Son of Late JYOTISH CHANDRA GHOSH Executed by: Self, Date of Execution: 04/07/2022 , Admitted by: Self, Date of Admission: 19/07/2022 ,Place : Office			
	19/07/2022	LTI	19/07/2022	19/07/2022
SIMLA (NORTH), City:- Not Specified, P.O:- CHINSURAH R S, P.S:-Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712102 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, PAN No.:: ASxxxxxx5N, Aadhaar No: 21xxxxxxxx2699, Status :Individual, Executed by: Self, Date of Execution: 04/07/2022 , Admitted by: Self, Date of Admission: 19/07/2022 ,Place : Office				

Developer Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Siddeswari Properties CHINSURAH STATION ROAD, City:- , P.O:- CHINSURAH R S, P.S:-Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712102 , PAN No.:: ABxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri GOUTAM GHOSH Son of Late SAROJ KUMAR GHOSH Date of Execution - 04/07/2022, , Admitted by: Self, Date of Admission: 19/07/2022, Place of Admission of Execution: Office			
	Jul 19 2022 12:17PM	LTI	19/07/2022	19/07/2022
AMARPUR, City:- Not Specified, P.O:- SUGANDHA, P.S:-Polba, District:-Hooghly, West Bengal, India, PIN:- 712102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7D, Aadhaar No: 35xxxxxxxx5678 Status : Representative, Representative of : Siddeswari Properties (as PARTNERS)				

2	Name Smt SUTAPA GHOSH Wife of Shri GOUTAM GHOSH Date of Execution - 04/07/2022, , Admitted by: Self, Date of Admission: 19/07/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Jul 19 2022 12:17PM	LTI 19/07/2022	19/07/2022
AMARPUR, City:- , P.O:- SUGANDHA, P.S:-Polba, District:-Hooghly, West Bengal, India, PIN:- 712102, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx3A, Aadhaar No: 51xxxxxxx0782 Status : Representative, Representative of : Siddeswari Properties (as PARTNERS)				

Identifier Details :

Name Mr Paban Kumar Sadhu Son of Late HRISHIKESH SADHU 102, MOYNADANGA, City:- Not Specified, P.O:- Chinsurah R S, P.S:- Chinsurah, District:-Hooghly, West Bengal, India, PIN:- 712102	Photo 	Finger Print 	Signature 
	19/07/2022	19/07/2022	19/07/2022
Identifier Of Shri AMAR NATH GHOSH, , , Shri GOUTAM GHOSH, Smt SUTAPA GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri AMAR NATH GHOSH	Siddeswari Properties-14 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri AMAR NATH GHOSH	Siddeswari Properties-12 Dec

Land Details as per Land Record

District: Hooghly, P.S:- Chinsurah, Gram Panchayat: KODALIA-I, Mouza: Simia, JI No: 16, Pin Code : 712102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1917, LR Khatian No:- 41	Owner:অমর নাথ ঘোষ, Gurdian:জ্যোতিষচন্দ্র ঘোষ, Address:নিজ , Classification:দোকান, Area:0.14000000 Acre,	Shri AMAR NATH GHOSH
L2	RS Plot No:- 1767, RS Khatian No:- 277		Seller is not the recorded Owner as per Applicant.

On 19-07-2022

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 : (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:37 hrs on 19-07-2022, at the Office of the A.D.S.R. CHINSURA by Shri AMAR NAT GHOSH ,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 1,80,92,436/-

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

Execution is admitted on 19/07/2022 by Shri AMAR NATH GHOSH, Son of Late JYOTISH CHANDRA GHOSH, SIMI (NORTH), P.O: CHINSURAH R S, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102, by caste Hinc by Profession Cultivation

Indetified by Mr Paban Kumar Sadhu, , Son of Late HRISHIKESH SADHU, 102, MOYNADANGA, P.O: Chinsurah R S, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-07-2022 by Shri GOUTAM GHOSH, PARTNERS, Siddeswari Properties (Partnership Firm), CHINSURAH STATION ROAD, City:- , P.O:- CHINSURAH R S, P.S:-Chinsurah, District-Hooghly, West Benga India, PIN:- 712102

Indetified by Mr Paban Kumar Sadhu, , Son of Late HRISHIKESH SADHU, 102, MOYNADANGA, P.O: Chinsurah R S, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102, by caste Hindu, by profession Advocate

Execution is admitted on 19-07-2022 by Smt SUTAPA GHOSH, PARTNERS, Siddeswari Properties (Partnership Firm), CHINSURAH STATION ROAD, City:- , P.O:- CHINSURAH R S, P.S:-Chinsurah, District-Hooghly, West Benga India, PIN:- 712102

Indelified by Mr Paban Kumar Sadhu, , Son of Late HRISHIKESH SADHU, 102, MOYNADANGA, P.O: Chinsurah R S, Thana: Chinsurah, , Hooghly, WEST BENGAL, India, PIN - 712102, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- (B = Rs 2,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2022 8:15AM with Govt. Ref. No: 192022230076586171 on 19-07-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BUEACB1 on 19-07-2022, Head of Account 0030-03-104-001-16

Online on 19/07/2022 12:16PM with Govt. Ref. No: 192022230076902771 on 19-07-2022, Amount Rs: 2,000/-, Bank State Bank of India (SBIN0000001), Ref. No. IK0BUENMZ9 on 19-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-
by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8219, Amount: Rs.5,000/-, Date of Purchase: 29/06/2022, Vendor name: P K
SANTRA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 19/07/2022 8:15AM with Govt. Ref. No: 192022230076586171 on 19-07-2022, Amount Rs: 35,020/-, Bank:

State Bank of India (SBIN0000001), Ref. No. IK0BUEACB1 on 19-07-2022, Head of Account 0030-02-103-003-02

Online on 19/07/2022 12:16PM with Govt. Ref. No: 192022230076902771 on 19-07-2022, Amount Rs: 1/-, Bank:

State Bank of India (SBIN0000001), Ref. No. IK0BUENMZ9 on 19-07-2022, Head of Account 0030-02-103-003-02

Samit Ghosh

Samit Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHINSURA
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0603-2022, Page from 62206 to 62236
being No 060303657 for the year 2022.



Digitally signed by SAMIT GHOSH
Date: 2022.07.20 16:08:20 -07:00
Reason: Digital Signing of Deed.

S. Ghosh

(Samit Ghosh) 2022/07/20 04:08:20 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHINSURA
West Bengal.

(This document is digitally signed.)