

S/L NO - 1142/24

I- 1131/24



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

X 417760

05 April 24
11-20am
At

Q-2000814551/24

Endorsement sheet and signature sheet attached with the document are part of the document.

At
Add. Dist. Sub-Registrar
Chanderpigar, Hooghly
05 APR 2024

Amritara Kundu
Abhijit Kundu

DEEPAK CONTRACTOR & CONSTRUCTION
Subhankar Basu
Proprietor

**DEVELOPMENT AGREEMENT
CUM
GENERAL POWER OF ATTORNEY**

This Agreement is executed on this 5th day of April.....
2024

[Handwritten Signature]

নম্বর 920 তারিখ ইং 3-4 সন 2024

ক্রমেণ্ডা Amitara Kundu

সার Rajarhat

থানা New Town, North 24 P.O.S.

ভেণ্ডার- শ্রী প্রবীর কুমার সঁতরা

মূল্য- 2000/- মোকাম- চন্দননগর কোর্ট

P. Sankha



At

Adm. District Sdk. Registrar
Chandernagore, Hooghly

05 APR 2024

-: 2 :-

Amitava Kundu
Abhijit Kundu

BIBARSAN CONTRACTOR & CONSTRUCTION
Subhankar Basu
Proprietor

BETWEEN

1. MR. AMITAVA KUNDU (Aadhaar No.- 3412 2632 5024, PAN- AFGPK3547K), S/o. Late Haripada Kundu, by faith- Hindu, by profession- Retired, by nationality- Indian Citizen, resident of Flat 3A, 3rd Floor, Block- A, Rohra Heights, Street No.- 72, Ramkrishna Pally (near New Town Old Police Station), Action Area 1, New Town, North 24 Parganas, West Bengal, PIN- 700159, 2. MR. ABHIJIT KUNDU (Aadhaar No.- 3054 2031 7813, PAN- AFQPK5551F), S/o. Late Haripada Kundu, by faith- Hindu, by profession- Service, by nationality- Indian Citizen, resident of Flat No. 3B, TORSA Housing Cooperative Society, CD-10, Action Area-I, New Town, Kolkata- 700156 hereinafter collectively called and referred to as the "**LAND OWNERS**" (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, representatives and/or assignees) of ONE PART.

AND

M/S BIBARSAN CONTRACTOR & CONSTRUCTION, a Proprietorship Firm represented by the Sole Proprietor MR. SUBHANKAR BASU (Aadhaar No.- 9548 0264 3843, PAN- AMDPB6713G), S/o. Kalyan Kumar Basu, by faith- Hindu, by profession- Business, resident of Natunpara Fatakgora, P.O. & P.S.- Chandannagar, District- Hooghly, West Bengal, PIN- 712136, an Indian Citizen, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, administrators, legal representatives and/or assignees) of the OTHER PART.

WHEREAS the Bastu Property admeasuring about 0.080 acre or 4 katha 13 chattak 26 square feet in the District- Hooghly; Mouza, Police Station, Sub-division and A.D.S.R. Office- Chandernagore, more specifically mentioned in the 'A' Schedule



Haripada Kundu
Abhijit Kundu

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hereunder, was previously owned and possessed by one Kali Charan Kundu. The said Kali Charan Kundu died on 18/12/1986, leaving his four sons namely Haripada Kundu, Nirapada Kundu, Tarapada Kundu and Abhay Pada Kundu alias Ajoypada Kundu and three daughters namely Kamala Saha (W/o. Gokul Laha), Bimala Dutta (W/o. Pannalal Dutta) and Shyamali Das (W/o. Sujay Das) as his legal heirs and successors. Thus, the said heirs of said Kali Charan Kundu became the joint owners of the property. Later on 30/12/1989 the heirs of said Kali Charan Kundu divided the property among themselves by a Deed of Partition bearing no.- 2931 of 1989. According to the said Deed of Partition, Haripada Kundu became the owner of 0.074 acre property along with the old building mentioned in the 'Ka-1' Schedule of the said Deed. The said Tarapada Kundu got property measuring 0.004 acre along with one room mentioned in the 'Ka-2' Schedule of the aforesaid Deed and the said Ajoypada or Abhoy Pada Kundu got one room mentioned in the 'Ka-3' Schedule of the aforesaid Deed. The other heirs of said Kali Charan Kundu relinquished their share in the said Deed of Partition.

AND WHEREAS the said Tarapada Kundu and Ajoypada alias Abhoy Pada Kundu sold their portion i.e. the aforesaid 'Ka-2' & 'Ka-3' portions to Haripada Kundu by two separate Deeds of Sale bearing Deed nos.- 1376 of 1990 & 1374 of 1990 respectively. Both the aforesaid deeds of sale were registered in the office of A.D.S.R. Chandernagore. By dint of the aforesaid Partition Deed and by dint of the aforesaid two deeds of sale, Haripada Kundu became the owner of the entire property left by said Kali Charan Kundu.

AND WHEREAS the said Haripada Kundu died on 08/05/2017 leaving his two sons Amitava Kundu (Land Owner no.-1) and Abhijit Kundu (Land Owner no.-2) as his heirs and successors. The wife of said Haripada Kundu, namely Kranti Kundu died prior to the death of said Haripada Kundu on 25/04/2015. Thus,

Amritara Kundu
Atuljit Kundu

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Proprietor

the Land Owners became the absolute owners of the property left by said Haripada Kundu, the details of which have been mentioned in the 'A SCHEDULE' hereunder. After being the owners of the 'A' Schedule Property, the Land Owners recorded their names in the L.R.R.O.R. of the L.R. Settlement and are in possession of the premises after paying appropriate government rents and taxes.

AND WHEREAS the building having become old and unfit for residence due to lack of proper maintenance during the last several years, especially after the demise of Haripada Kundu, the Land Owners entered into an agreement with the Developer for the construction of a new multi-storied building on the 'A' Schedule Property after demolition of the old building and after getting the sanctioned building plan. As such a Development Agreement cum General Power of Attorney bearing Deed No.- 1065/2022 registered on 10/03/2022 in the office of A.D.S.R. Chandannagar and recorded in Page Nos.- 48349 to 48402 of Volume No.- 0604 of Book No.- 1 of the said office, was executed between the Land Owners and the Developer in accordance with mutually agreeable terms including *inter alia* the following: -

1. That after completion of the construction work, the Land Owners shall be provided with-

(i) the entire second floor of the proposed multi-storied building including the common facilities and the common areas along with the use of lift, staircase, water supply, common electric service, security and all other amenities which shall be provided by the Developer.

(ii) 2 (two) car parking space on the ground floor for two four-wheeler vehicles.

2. That by virtue of the aforesaid space allocation to the Land Owners and the consideration therefor, the Developer was free

Amitava Kumar
Abhijit Kumar

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Subhanwar Gosh
Proprietor

to sell the entire remaining constructed area along with common area, common amenities, car parking space, commercial space, etc. to the intending purchaser(s) at its sole discretion. Accordingly, the Developer was free to enter into all types of agreement for sale, sale deeds, receive earnest money, progressive payment, final Agreement from the intending purchaser(s) against sale of Unit(s).

AND WHEREAS the Developer has already got sanction for the construction of the multi-storied building approved by the Chandernagore Municipal Corporation bearing Building Plan No.- SWS-OBPAS/1806/2023/0029 dated 19/04/2023. But later on, some technical ambiguities were discovered in the aforesaid Development Agreement cum General Power of Attorney. Further, meanwhile there has been a change of mind on part of the Land Owners and they have approached the Developer with the request for allotment of residential units on the first floor of the building and the Developer has agreed to such request of the Land Owners.

Hence, the Land Owners and the Developer have mutually decided to freshly execute a new Development Agreement cum General Power of Attorney with revised space allocations to the Land Owners and fresh terms and conditions. The previous Development Agreement cum General Power of Attorney bearing Deed No.- 1065/2022 stands cancelled and superseded by the instant Development Agreement cum General Power of Attorney which is being executed between the parties with fresh terms and conditions.

It is now mutually agreed upon that after completion of the construction work, the Land Owners shall be provided with-

- (i) Two residential flats bearing Flat Nos.- FF1 and FF2 on the first floor of the proposed multi-storied building having

Amitava Kundu
Abhijit Kundu

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Proprietor

approximate covered areas of 650 Sq.ft. (more or less) and 605 Sq.ft. (more or less) respectively including the common facilities and the common areas along with the use of lift, staircase, water supply, common electric service, security and all other amenities which shall be provided by the Developer.

(ii) 2 (two) covered car parking spaces on the ground floor for two four-wheeler vehicles.

That by virtue of this revised space allocation to the Land Owners and the consideration therefor, the Developer will be free to sell the entire remaining constructed area along with common area, common amenities, car parking space, commercial space, etc. to the intending purchaser(s) at its sole discretion. Accordingly, the Developer is free to enter into all types of agreement for sale, sale deeds, receive earnest money, progressive payment, final Agreement from the intending purchaser(s) against sale of Unit(s).

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. With a view to develop the said land described in the 'A' Schedule Property hereunder (hereinafter referred to as the said Property) as may be permitted by all concerned authorities, the Land Owners hereby agrees to entrust and hand over their share in the 'A' Schedule Property to the Developer for the purpose of Development work and to sell the flats/ shops/ and other covered spaces to be constructed on the 'A' Schedule Property to the intending purchasers.
2. That the Developer hereby agreed to develop and/or cause to be developed, the said Property on the terms mentioned herein and as permitted by concerned authorities by constructing one building consisting of residential flat/s,

Amitava Kundu
Ablupit Kundu

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S. B. Bhamkar Proprietor

garages and commercial spaces on the said premises on ownership basis.

3. That the development work of construction of new building (superstructure) as ownership building spaces on the said property described in the 'A' Schedule herein below will be completed by the Developer within 3 (three) years from the date of execution of this Agreement.
4. That in consideration of the Land Owners having agreed to entrust to the Developer the development of the said Property described in the 'A' Schedule below and to confer upon the Developer the right, powers, privileges and benefits, the Developer agrees to confer the mentioned Land Owners' Allocated portion as per Schedule 'B' to the Land Owners out of the total FAR Sanctioned in the Building Plan by the authority of Chandernagore Municipal Corporation, along with the rights, powers, privileges and benefits hereunder mentioned specifically in the Schedule of the Land Owners' allocated portion in 'B' Schedule hereunder.
 - i) Be it expressly stated that the Land Owners will have the absolute and unfettered right to sell, lease, encumber, assign and/or transfer the Allotted Area in their sole and absolute discretion. They may at their sole and absolute discretion execute and register a revocable Power of Attorney in favour of the Developer to ease the construction or to transfer the developed property.
 - ii) Upon execution of this Agreement, Land Owners will be bound to execute the Deed of Transfer relating to the Developer's allocated area.
 - iii) The Developer will also be bound to execute as confirming party in every deed in relation to transfer of the Developed Property.



Amritara Kuroda
Adhigat Kuroda

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Subhakar Bask
Proprietor

5. That along with the execution of this agreement the Land Owners are executing a Revocable Power of Attorney in favour of the Developer for the works and activities in respect of the construction work as well in respect of the negotiation with the intending purchasers and/or to enter into Agreements for Sale and to execute and register sale deeds in favour of the intending purchasers of the residential flats/garages/commercial spaces mentioned in the Developer's allocated portion in 'C' Schedule hereunder and handover the possession of the said residential flats/garages/commercial spaces to the said intending purchasers.
6. That the Land Owners have already vacated and handed over the possession of the 'A' Schedule Property to the Developer for the purpose of developing the 'A' Schedule Property. The Land Owners shall not interfere in any activities of the Developer during the period between the execution of the instant Development Agreement and handing over the residential flats and garage spaces to the Land Owners which has been mentioned in the 'B' Schedule mentioned Land Owners' allocation hereunder.
7. That the development of the said Property mentioned in the 'A' Schedule hereunder by construction of building or buildings thereon shall be at the entire costs, expenses and risk on the entire account of the Developer. All the building and/or dwelling units/shops/covered spaces to be constructed on the said Property will be in accordance with the sanctioned building plan and also in accordance with the rules and regulations for the time being in force / applicable in law.
8. That the Land Owners are hereby giving license and permissions to the Developer to enter upon the said Property described in the 'A' Schedule below or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof in accordance with the terms of this instant Development Agreement.



Amitava Kundan
Akhiljit Kundan

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9. That the Developer shall be at liberty to negotiate for the sale of the dwelling units/shops/covered spaces and/or any other tenements and/or rights in the building/s to be constructed and/or enter into any Agreement for Sale of the said flats/shops/other spaces to be constructed on the said Property except the portion allocated to the owners with the different intending purchasers on such terms and conditions and provisions as the Developer deems fit and proper and any terms and conditions which may be imposed by any authority or authorities. The Developer shall alone be liable or responsible to such intending purchasers in connection with all dealings between the Developer and such intending purchasers.
10. That the Developer shall be entitled to put up advertisement boards upon the said Property mentioned in the 'A' Schedule hereunder, but without involving the names of the Land Owners in any manner.
11. That the Developer shall be entitled to enter into separate contracts in its own name with *inter-alia* the building contractor, architects and others for carrying out the said development work at its own risk and costs.
12. That the Developer shall hand over the Land Owners' allotted portion specifically mentioned in the 'B' Schedule hereunder to the Land Owner after completion of the proposed flats or entire multi-storied building whichever is earlier which shall in no event be later than the period of 36 (thirty six) months from the date of sanction of building plan by the authority of Chandernagore Municipal Corporation.
13. That the Land Owners do hereby severally declare and covenant that:-



Amrta Kumbhar
Abhijit Kumbhar :-

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Proprietor

- i. They have already vacated the 'A' Schedule Property and handed over the possession of the said property to the Developer.
 - ii. They have already given permission to the Developer to enter into the Agreement with the intending purchasers, and with full right and authority to sign and execute the same and to collect advance money or booking amount or in connection with the sale of flats and to execute and register sale deed in favour of the intending purchasers and to collect consideration money from the said intending purchasers.
 - iii. They have already given permission to the Developer to handover the possession of the flats/shops/covered spaces to any person or tenant or to the intending purchasers.
 - iv. Except for this agreement, they have not agreed, committed or contracted into any agreement for sale or lease of the said property or any portion thereof to any person or persons other than the Developer and have not created any mortgage charges or any other encumbrances on the said property as mentioned herein.
 - v. They will not execute any Deed / Agreement to hand over the 'A' Schedule Property to any third party or will not enter into any agreement during subsistence of this agreement.
14. That the Developer does hereby severally declare and covenant that: -
- i. It has already demolished the old building situated on the 'A' Schedule Property and has got Sanctioned Building Plan bearing No.- SWS-OBPAS/1806/2023/0029 dated 19/04/2023 for the construction of the new multi-storied building approved by the authority of Chandernagore Municipal Corporation.



Amitara Kumbhar
Achaljit Kumbhar

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Subhanwar Beshu
Proprietor

- ii. It will complete the construction of the building according to the Building Plan sanctioned by the authority of Chandernagore Municipal Corporation and hand over the Land Owners' allocated portions mentioned in the 'B' Schedule hereunder within 3 (three) years from the from the date of sanction of building plan by the authority of Chandernagore Municipal Corporation or after completion of the construction of the proposed multi-storied building whichever is earlier.
- iii. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder is subject to any requirement that the Developer or, to the Developer's knowledge, General Contractor obtain any consent, approval or authorization of, or make any declaration or filing with, any Governmental authority or third party which has not been obtained (other than building permits, certificates of occupancy and operating permits which the Developer will obtain on behalf of the Land Owners) or which, in any case or in the aggregate, if not obtained or made would have an adverse effect, financial or otherwise, on the project or render such execution, delivery or consummation illegal or invalid.

15. The Parties hereby severally agree that:-

- (i) That the heirs and successors of the parties will also be bound to follow the clauses of this agreement in case of death or incapacitation of either party.
- (ii) That the parties will try to solve all the disputes arising between the parties amicably.

DEFINITIONS:

The terms in the presents shall unless there be contrary or repugnant to the context, mean and include the following:

Amritava Kundu
Abhijit Kundu

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Su-bhanhar Bose
Proprietor

8) **COMPLETION CERTIFICATE:** - shall mean and include full partial certificate granted under the Chandernagore Municipal Corporation and/or any other relevant authority or authorities.

9) **CORPORATION:** - shall mean the Chandernagore Municipal Corporation and shall include other concerned authorities which may recommend or comment upon approval and/or sanction of the plans.

10) **COVERED AREA:** - shall mean the entire covered area as may be sanctioned by the Municipal Corporation and shall include the plinth area of the Unit including the plinth area of the bathrooms and balconies and open terraces if any, appurtenant thereto and also the thickness of the common portions PROVIDED THAT if any wall be common between 2 (two) Units, then 1/2 (one half) of the area under such wall shall be included in each Unit.

11) **FORCE MAJEURE:**

A. Force Majeure shall mean shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest, non-availability of electricity, want of water, delay for installation of lift, any legal disturbances and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel, stone chips, brick, sand etc.

B. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' shall be suspended from the obligation during the period of this "Force Majeure".

C. In the event of Land Owners committing breach of any of the terms and conditions herein contained of delay in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the Land Owners shall be

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Amitava Kundu
Achaljit Kundu

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liable to pay such losses and compensation as shall be reasonably settled between the parties PROVIDED HOWEVER, if such delay shall continue for a period of 6 months then and in that event in addition to any other right which the Developer may have against the Land Owners and the Developer shall be entitled to sue the Land Owners for a specific performance of this Agreement or to rescind or cancel this agreement or claim/refund of all the moneys paid and/or incurred by the Developer with banking interest and such losses and damages which the Developer may suffer in future.

12) **LAND:** - shall mean the land comprises in the premises more fully described in the 'A' Schedule hereunder written.

13) **NEW BUILDINGS:** - shall mean multi-storied building having several Blocks of the Buildings proposed to be constructed on the premises by the Developer in pursuance hereof.

14) **PARKING SPACES:** - shall mean the space in the basement (if any) and/or on the ground floor of the New Building(s) as also in the open space surrounding the New Building(s), capable of being used for parking of motor cars (medium size) and two wheelers.

15) **PLANS:** - shall mean the plans of the New Building(s) as prepared by the Developer and to be sanctioned and approved by the Chandernagore Municipal Corporation and shall also, however the context permits, include such plans, drawings, designs, elevations for utilizing the premises under the rules of the Corporation from time to time, including various modifications therein, if any.

16) **PREMISES:** - shall mean the construction, sheds and structures TOGETHER WITH the pieces or parcels of Land there unto belonging and on which the same are erected and butted administering on the portion of the land situated at Ward No. 14 of the Chandernagore Municipal Corporation, P.S.

Amrita Kundu
Abhijit Kundu

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Chandernagore, Dist. Hooghly, more fully described in the 'A' Schedule hereunder written and shall also include the New Building(s) to be constructed thereon, wherever the context permits.

17) **PROJECT:** - shall mean the work of the development undertaken by the Developer in pursuance hereof, till the construction of the multi-storied building is completed and possession of the Units are taken over by the Unit owners.

18) **PROPORTIONATE:** - with all its cognate variations shall mean such ratio i.e. the Covered Area of any Unit or Units be in relation to the Covered Area of all the Units in the New Building(s).

19) **SUPER BUILT UP AREA:** - of a unit shall mean the built-up area of the unit together with its proportionate share of the staircases, landings, passages, and like share in all constructed areas and each such unit shall be entitled to full advantages and right of user.

20) **UNIT:** - shall mean any residential flat, shop, commercial or other Covered Area in the New Building(s) which is capable of being exclusively owned used and/or enjoyed by any Unit Owners.

21) **UNIT OWNERS:** - shall according to its context mean all Owners of different Units in the New Building(s) including the Developer and the Owners in respect of such Units as may remain unsold or be retained by them respectively.

REPRESENTATIONS AND COVENANTS OF THE LAND OWNERS:

The Land Owners have severally represented to the Developer and the Developer has acted on the basis of the representation severally made by the Owners as follows:-

Amrta Kumbh
Abhijit Kumbh

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I) The Land Owners are not holding any excess vacant land within the meaning of the West Bengal Land Reforms Act, 1955.

J) The Land Owners hereby undertake to clear the arrears of Municipal Tax and land Revenue, if any, and the penalty and costs, if any at their own costs up to the date of this presence.

K) The Land Owners shall have their respective names mutated in the relevant Govt. Department(s), and as the property is a Bastu property by classification of Lands, there is no bar upon the Developer to construct the Housing Complex as well as obtain the necessary permission, if applicable.

L) The Developer has seen and examined the title of the Land Owners in respect of the 'A' Schedule mentioned property and thereafter the Developer has agreed to develop the said premises in the terms of the Agreement provided however, if at any time in future, there shall be any claims or defects found in the title of either of the Land Owners, the Land Owners will take all efforts to rectify the same at the earliest for which the costs and charges, if any, shall be borne by the Land Owners.

REPRESENTATIONS AND COVENANTS OF THE DEVELOPER:

A. If G.S.T. or any other tax is imposed by the Govt. the same will be under the liabilities of the Developer which may be recoverable from the intending purchasers of the constructed and/or covered areas.

CLAUSE AND CLAUSES HEADINGS

The clause and paragraph headings in the Agreement are for case of reference only and shall not be taken into the account in the construction of interpretation of any covenant, conditions or provision to while they refer.

AGREEMENT

Amitava Kundu
Abhijit Kundu

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Subhanwar Basu
Proprietor

Upon mutual reliance of the aforesaid representations and covenants made by each of the Land Owners and the Developer, and in view of the desire of the Land Owners to develop the 'A' Schedule Property, the Land Owners and the Developer have agreed to enter into this Development Agreement cum General Power of Attorney with each other for carrying out the works as herein contained, on the terms and conditions hereunder written.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH and it is hereby agreed and declared by the parties as follows:

BASIC AGREEMENT

The Land Owners and the Developer have entered into this Agreement for the purpose of commercial exploitation of the 'A' Schedule Property on the terms and conditions hereunder contained. From the commencement date, the Developer will have exclusive right of development of the premises subject to the terms and conditions stated herein.

COMMENCEMENT AND TENURE

It is made clear that this Agreement shall commence and/or become effective from the date of execution of this Agreement hereinafter called the "COMMENCEMENT DATE".

This Agreement shall continue to be in force for a period of 36 (thirty six) months from the date of sanction of the Building Plan by the Chandernagore Municipal Corporation, or from the date of execution of this Agreement, whichever is later. However the parties herein have decided to extend such period of another 6 (six) months or such extended period as may be discussed between the parties during which extended period, neither the Land Owners nor the Developer shall be entitled to rescind or cancel this Agreement without the prior written consent of the other party or be entitled to claim any extra amount or extra benefits or compensation for delay from the other party.

Amitava Kundu
Abhijit Kundu

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Subhankar Basu
Proprietor

MODALITIES

Title Documents of the Land Owners including photocopies of the title deeds of the 'A' Schedule property, have already been handed over to the Developer and shall be entitled to take inspection of the original Title Deeds, parchas, Municipal tax receipts and other related papers and documents to the Developer who will hold and keep such documents in the safe custody and also allow the necessary inspection of the original documents to the intending purchasers of the allocated area, authorised representatives of banks, financial institutions, the Corporation, governmental bodies / authorities and any other agencies as may be required from time to time.

TITLE

Each Land Owner hereby undertakes and assures that it shall severally be liable and responsible for any latent defect in the title of the premises and will be responsible for remedying such defects and in this regard each Land Owner hereby severally indemnifies and undertakes and agrees to keep the Developer indemnified from and against all losses and damages which the Developer may suffer on account of such defect on title.

CONSTRUCTION AND COMPLETION

The Developer shall be entitled to construct, erect and complete the new multi-storied Building(s) consisting of several residential flats, units, shops, showrooms, offices, garages and other constructed spaces capable of being held and/or enjoyed independently as per the sanctioned plans.

The Developer shall make construction of the New Building(s) in accordance with the plans that may be sanctioned by the concerned authorities and as per specifications as be decided by the architect only. The Developer shall install and provide in the New Building(s) water reservoir and other facilities and amenities as per the plan and the specification hereunder



Amritara Kundu
Achaljit Kundu

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Su Shankar Bosh
Proprietor

written. The cost and deposits payable to West Bengal State Electricity Distribution Company Limited (WBSEDCL) on account of H.T. & L.R. Electricity including the transformers shall be shared and contributed by the Land Owners and the Developer in proportion to their respective allocations. However, the Developer shall make all reasonable efforts to realize and recover all such charges and expenses from the intending purchaser(s) and reimburse such amounts in proportion to their respective allocations to the Land Owners at the earliest.

The Developer shall bear all costs and expenses for construction and completion of the New Building(s) including all sanction fees expenses and fees of the architects and engineers.

The Developer shall abide by all the laws, bye-laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation/violation and/or breach, if any of the said laws, bye-laws, rules and regulations and the Land Owners will not be responsible in any manner whatsoever for any deviation or breach, if any, however the Developer's responsibility in this regard shall be over after obtaining full completion certificate from the relevant authorities and handing over possession of the Land Owners' allocation in phase wise manner as mentioned in this Agreement.

The Developer undertakes to construct the New Building(s) in accordance with the sanctioned plan and undertakes to pay damages penalties and/or compounding fees payable to the authorities concerned for reasons of any fee from all liabilities in this regard.

The Developer shall, at its sole cost and expense, be authorized in the name of the Land Owners in so far as necessary to apply for obtain quota entitlements and other allocations for cement, steel, bricks and other materials as may be allocable to the



Amritava Kurohn
Adeyjit Kurohn

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Subhanhar Basy
Proprietor

Land Owners for the construction of the New Building(s) and similarly to apply for and obtain temporary and/or permanent connection of water, electricity power and/or gas to the New Building(s) and/or the premises and other inputs and facilities of the construction or enjoyment of the New Building(s) provided that the Developer shall defend, indemnify and hold each of the Land Owners harmless, against any costs / taxes / penalties / fees / levied in connection with usage of such inputs and facilities.

For the purpose of completion of the construction of the New Building(s) of the aforesaid shall be deemed to have been completed if the same is made fit for habitation and provided with water, electric, drainage and sewerage connection and certified by the architects.

During the continuance of this Agreement, the Land Owners or any person claiming under or through them shall not in any way interfere with the development of the premises and/or construction of the said New Building(s) by the Developer. However, the Land Owners will be entitled to inspect the development and/or construction particularly as to the compliance with the Agreement specifications.

For the purpose of construction of the New Building(s) at the premises, the Developer shall be entitled to appoint, engage and employ such contractor, sub-contractors, Engineers, labours, mistries, caretakers, guards and other staffs and employees at such remuneration and on such terms and conditions as may be deemed necessary by the Developer and they shall have no privity of contract with the Land Owners will not in any way be liable or responsible for their salaries, wages, remunerations, compensations etc. and the Developer hereby indemnifies and undertakes and agrees to keep the Land owners indemnified from and against the same.



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Proprietor

The Developer shall obtain and produce (2) two occupancy certificates from the Chandernagore Municipal Corporation with regard to the completion of the prefect.

CONSIDERATION AND SPACE ALLOCATION

The Land owners are the absolute owners of the 'A' Schedule mentioned property and paying the rent and taxes to the competent authority.

The Land Owners are agreeable to receive the following allocation and the consideration from the Developer which is out and out said to be the exclusive allocation of the Land Owners receivable by the Land Owners.

AREA ENTITLEMENTS AND ALLOCATION TO THE LAND OWNERS AND DEVELOPER:

1) After completion of the construction work, the Land Owners and the Developer will have their allocation of constructed area in the following manner: -

A) That the Land Owners shall be provided with: -

(i) Two residential flats bearing Flat Nos.- FF1 and FF2 on the first floor of the proposed multi-storied building having approximate covered areas of 650 Sq.ft. (more or less) and 605 Sq.ft. (more or less) respectively including the common facilities and the common areas along with the use of lift, staircase, water supply, common electric service, security and all other amenities which shall be provided by the Developer.

(ii) 2 (two) covered car parking spaces on the ground floor for two four-wheeler vehicles.

B) The remaining residential flats, garages and shops containing within the multi-storied building are exclusively under Developer's allocation and it has the right to enter into

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Achaljit Kundra

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Subhankar Basu
Proprietor

and execute Agreement for Sale / Deed of Conveyance with various intending purchasers.

2) By virtue of the aforesaid space allocation to the Land Owners and the considerations thereof, the Developer is free to sell all the entire constructed area along with common area, common amenities, car parking space, commercial space, etc. to the intending purchaser(s) at its sole discretion. Accordingly, the Developer is free to enter into all type of Agreement for sale, sale deeds, receive earnest money, progressive payment, final Agreement from the intending purchaser(s) against sale of Unit(s).

3) The Land Owners hereby further declare that they have no claim or claims whatsoever from the Developer apart from the Land Owners' allocation provided in the 'B' Schedule herein below during subsistence of this indenture and make free the Developer to sale, enter into agreement for sale with any intending purchaser(s) at the sole discretion of the Developer and to realize the consideration from the purchaser(s).

4) The facilities and the consideration payable to the Land owners, the allocation which is provided in the 'B' Schedule herein below are the sole allocation of the Land Owners and shall remain firm and unchanged.

5) The remaining constructed area even along with all common facilities apart from the allocation receivable by Land Owners, the rest is said to be allocation receivable by the Developer (More fully described in the 'C' Schedule in the Developer's Allocation).

6) The entire cost to develop the constructed area along with allocation stipulated in the 'B' Schedule as the Land Owners' allocation, the remaining constructed area along with common facilities in the 'A' schedule mentioned property shall be solely borne by the Developer. Further the Developer is free to sold or



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Abhijit Kundu

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Proprietor

transfer the entire constructed area along with common facilities of the multi-storeyed Building in favour of any intending purchaser(s).

7) The Land Owners shall convey the undivided proportionate land of the 'A' schedule mentioned property, and the Developer shall convey the undivided proportionate share of the constructed area excluding the 'B' Schedule mentioned Land Owners' allocated portion in favour of the intending purchaser(s) by discharging their signatures in all Deeds of Conveyances. Be it mentioned here that the Land Owners are giving Power of Attorney to the Developer for performing their duties on their behalf.

8) The time of completion of the multi-storied Buildings shall be within 36 (thirty six) CLEAR MONTHS from the date of sanction of the building plan by the Chandernagore Municipal Corporation and permission for conversion of the Bastu land from the Land & Land Reforms Department, Govt. of West Bengal whichever is later. However the parties herein have decided to extend such period of another 6 (six) MONTHS or such extended period, the Land Owners during the extended periods shall not be entitled to rescind or cancel this agreement without the prior written consent of the Developer but the Land Owners shall be eligible to claim from the Developer @ 1% banking interest for non-completion of the development work (subject to the conditions mentioned under the heading Force Majeure).

9) The Developer shall not hand over the construction/development work to another except to complete the project by themselves.

DISPOSAL

The Developer's allocation shall belong to and the absolute property of the Developer. The Developer shall be entitled, at

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Proprietor

any time to enter into Agreement for Sale and/or transfer and/or disposal of the Developer's allocation or any portion thereof. The Land Owners shall (by way of granting power and authority to the Developer and/or its nominees or otherwise) also sign and execute such Agreements, Deeds, Instruments, Documents and Conveyances along with the Developer. All moneys received in respect of such agreements/Conveyances shall belong absolutely to the exclusion of the Land Owners. The Land Owners shall have no right, title, interest, claim or demand over and in respect thereof irrespective of the matter contained in such Agreements, Instruments and Documents. The Developer hereby indemnifies and undertakes and agrees to and shall keep the Land Owners free harmless and indemnified of from and against all such claims whatsoever.

It is clarified that Developer is entitled to obtain loan from the financial institutions, banks or else either for the purpose of meeting construction cost and other costs on such terms and conditions as Developer may fit and proper or the intending purchaser(s) can also apply and obtain the bank loan by mortgaging their respective flats/area.

DOCUMENTATION

The Advocate of this project will be such person as may be appointed by the Developer.

All Agreements, Deeds and documents to be entered into by the parties hereto with their respective nominees and/or the intending purchaser(s) or Units etc. as well as other necessary documents shall be prepared by the Advocates of this project.

The cost of preparation stamping registration and the other charges of the Agreement for Sale/Constructions and the conveyances shall be borne and paid by the Unit Owners of the respective parties to the Advocates of the project.

MAINTENANCE AND HOLDING ORGANIZATION

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the notice of delivery of possession to the Unit Owners of their respective Units.

The Developer will frame the rules and regulations of the holding organization regarding user, maintenance, management upkeep and administration of the New Building(s), taking of deposits of accounts of maintenance charges, common expenses, Municipal rents and taxes etc. from the Unit owners, payment of common expenses/maintenance charges, municipal rents and taxes etc. and other common purposes.

COMMON OWNERSHIP

The common portions including the land appurtenant to the new multi storied building(s) entrances, lobbies, staircase, lifts, etc. shall be used in common by the Land Owners, the Developer and their respective nominee(s).

Notwithstanding the grant of the aforesaid Power of Attorney, the Land Owners shall give such co-operation to the Developer and sign such paper(s), confirmation and/or authorities as may be reasonably required by the Developer from time to time for the project at the cost and expenses of the Developer.

The Land Owners and the Developer shall co-operate with each other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as may be required by them for giving full effect to the terms hereunder agreed.

INDEMNITY

The Developer shall be responsible for all engineers, contractors and other workman engaged and employed in the construction of said New Building(s). The Developer shall keep the Land owners indemnified against any damage, claim or action that may arise by virtue of such employment in any manner whatsoever.



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The Developer shall be responsible and shall observe all rules, regulations and laws for the time being in force including the Building Rules of the Chandernagore Municipal Corporation and shall be responsible and liable for any violation or contravention and shall keep the Land owners duly and fully indemnified and saved harmless against all actions suits, proceedings, demand, costs, charges and expenses in this regard.

FORCE MAJEURE

- A. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest, non-availability of electricity, want of water, delay for installation in lift, any legal disturbances and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel, stone chips, brick, sand etc.
- B. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' shall be suspended from the obligations during the period of this 'Force Majeure'.
- C. In the event of Land Owners committing breach of any of the terms and conditions herein contained of delay in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the Land Owners shall be liable to pay such losses and compensation as shall be reasonably settled between the parties PROVIDED HOWEVER, if such delay shall continue for a period of 12 months then and in that event in addition to any other right which the Developer may have against the Land Owners and the Developer shall be entitled to sue the Land Owners for specific performance of this Agreement or to rescind or cancel this agreement or claim/refund of all the moneys paid and/or incurred by the

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Developer with interest @ 6% per month and such losses and damages which the Developer may suffer in future.

COMMON EXPENSES

After the project is completed in terms of the Agreement and Handing over possession of respective allocation with completion certificate from the architect, all property taxes and other outgoing in respect of the premises shall be paid and borne by the Land Owners and the Developer or their respective nominees in proportion to their Respective allocation.

The Land Owners allocation in the project shall be subject to the same restrictions of transfer and use as are applicable to the Developer's allocation. In the project intended for the common benefit of all occupiers of the New Building(s) which shall include the following:

1) The Land Owners or the Developer or any of their transferees shall not use or permit to use of their respective allocation in the New Building(s) or any portion thereof for carrying on any obnoxious, illegal or immoral trade or activity or use or allow the use thereof for any purpose which may create nuisance hazard to the other occupiers of the New Building(s).

2) The Land Owners or the Developer or any of their transferees shall not demolish of any wall or other structure in their respective Units without the previous consent of the Owners/Developer/Holding organizations in this behalf.

3) The Land Owners shall not transfer or permit to transfer of the Land Owners' allocation or any portion thereof unless the proposed transferee agrees to be bound by the terms and conditions hereof and agrees to duly and promptly pay all and whatsoever sums which shall be payable in relation to the Units being so transferred.



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Subhanshu Bashi
Proprietor

8) The Land Owners or the Developer or any of their transferees shall not throw or accumulate any dirt, wastes or refuse or permit the same to be thrown or accumulated in or about the New Buildings or in the compounds, corridors or any portion or portions of the New Buildings.

9) The Land Owners or the Developer or any of their transferee(s) shall permit the Land Owners/Developer or holding organization of their respective servants and/or agents with or without workmen and others at all reasonable times to enter into and upon their respective units in the New Building(s) and any part thereof to view and examine the state and condition thereof and find out or determine the faults or defaults and the Land Owners or the Developer or any of their transferees as the case may be shall be given in writing to the occupier concerned.

10) The Land Owners or the Developer or any of their transferees shall permit the holding organization and its servants and agents with or without workmen and others at the reasonable times to enter and upon their respective units and every part thereof for the purpose of maintaining or repairing maintaining, rebuilding cleaning lighting and keeping in order and good condition any facilities and/or for the purpose of maintaining repairing and testing drains, gas and water and electric wires and for any similar purpose.

MISCELLANEOUS

1) The New Building(s) shall be collectively known as or named by such name as may be decided in consultation with the owners.

2) This Agreement is being entered into purely on principal basis nothing contained herein is intended to nor shall be constructed as partnership between the Land Owners and the Developer nor shall constitute an association of persons.

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Proprietor

3) During subsistence of this Agreement the Land Owners shall not sell, transfer, encumber in any manner deal with the 'A' Schedule mentioned property other than in furtherance of this Agreement.

4) In the event of any dispute between the Land Owners and/or Developer being ordered by the Arbitrator(s) to pay any sum by way of penalty or compensation or damages and committing a default in respect thereof, such party shall be liable to pay the same to the other party.

5) The Land Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure and shall be suspended for the duration of the force majeure.

6) It is understood that from time to time to enable the development of premises by the Developer various acts, deeds, matters and things not herein specifically referred may be required to be done by the Developer for which the Developer may require the authority of the Land Owners and various applications and other documents may be required legally to be signed be made by the Land owners relating to which no specific provisions have been made herein. The owners hereby authorize and empower the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional power or Power of Attorney(s) and/or other authorization as may be legally required by the Developer for the purpose of the project as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose of the project provided however the Developer will abide by applicable laws and rules in force and allow the Owners to make copy of such application or document prior to submissions.



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Abhijit Kumar

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Subhankar Bandyopadhyay
Proprietor

7) The Developer shall in consultation with the Land Owners frame a scheme for the management and administration of the New Building(s) and/or common parts thereof and they hereby agree to abide by all such Rules and Regulations as approved by them and/or framed by the Holding Organization upon its function.

8) Any notice required to be issued by the Land owners to the developer shall, without prejudice to any other mode of service available, be deemed to have been served if delivered by hand or sent by prepared registered post with acknowledgement due to the hereinbefore stated address of the party to whom it is addressed or to such other address as be informed by the party concerned in writing from time to time and copy thereof is delivered to the Advocates of the project.

9) The Land Owners and the Developer hereby agree and mutually covenant with each other to duly perform and observe their respective obligations therein contained and in the event of any of them committing any default or breach the defaulting party shall be liable to be pay such damages or compensate losses as may awarded by the Arbitrator(s) in favour of the other of them.

JURISDICTION

The Learned Court/Courts having territorial jurisdiction over the 'A' Schedule mentioned property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms and conditions or any part thereof herein contained or touching these presents or determination of any liability such dispute shall be amicably



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money, deeds, goods, effects, securities, shall or may belong to or be or become due or payable to the principals.

c) To execute Conveyance Deeds of the residential flats, garages and shops contained within the proposed multi-storied building in favour of any person or persons, whom our ATTORNEY thinks fit and proper and to receive consideration money from him/her or them and to set him/her or them in possession of the aforesaid units, on behalf of Principals.

d) To appear before any registering authority and to present before him any instrument whether signed by us or signed by our ATTORNEY to admit the execution of the said Deed or Deeds or Thing, that may be necessary to complete the Registration of the said Deed or Deeds in connection with the self-contained residential flats, garages and shops within the proposed multi-storied building and when it has or they have been returned to them or after being duly Registered to give prior receipts and discharges for the same.

e) To apply for electric connection from WBSEDCL for temporary purpose during the construction of the building and also separate electric connections for the respective residential flat owners.

f) To sign on behalf of the Principals and to execute and verify and submit any plaint, written statement, contract, agreement, lease, assignment or conveyance of and in concerned with the Schedule properties and to receive and sign and give or to join the signing and giving receipts or discharges for the moneys arising from such transfer or transfers.

g) To appear before any authority and to participate in any hearing, proceeding, or proceedings in concerned with the Schedule properties on our behalf and to submit any document before the said authority.



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Subhanwar Basu
Proprietor

The Bastu Property admeasuring about 0.080 acre or 4 Katha 13 Chattak 26 square feet in the District- Hooghly; Mouza, Police Station, Sub-division and Addl. District Sub-Registry Office- Chandernagore; J.L. No.- 1; Sheet No.- 18; appertaining to R.S. Dag No.- 274 of R.S. Khatian No.- 121, corresponding to L.R. Dag No.- 340 of L.R. Khatian Nos.- 2204,2205; in the area of Baro Pukur Dhar (East), Lalbagan, in corporate to Holding No.- 1115 under Ward No.- 15 of Chandernagore Municipal Corporation.

THE 'B' SCHEDULE ABOVE REFERRED TO
The Land Owners' Allocation

- (i) Two residential flats bearing Flat Nos.- FF1 and FF2 on the first floor of the proposed multi-storied building having approximate covered areas of 650 Sq.ft. (more or less) and 605 Sq.ft. (more or less) respectively including the common facilities and the common areas along with the use of lift, staircase, water supply, common electric service, security and all other amenities which shall be provided by the Developer.
- (ii) 2 (two) covered car parking spaces on the ground floor for two four-wheeler vehicles.

THE 'C' SCHEDULE ABOVE REFERRED TO
The Developer's Allocation

ALL THAT the remaining self-contained residential flats, garages and shops upon the proposed multi-storied building, excluding those of the Land Owners' allocation, shall be in the Developer's Allocation.

COMMON FACILITIES AND BENEFITS

A. Entrance, exits, boundary walls, common paths and passages, common toilets and covered space in ground floor for two wheelers parking, water body and surrounding walls.

B. Stair case, stair case landings on all floors Roof and Roof areas.

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C. Rooms and spaces for water pumps, over- head water tanks, reservoir, Lift(s), water pipes, Foundations, columns, beams, supports, External electrical installations, switch - board and all other electrical wiring and fittings, Drains, sewerage and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of the Purchaser).

D. Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.

COMMON EXPENSES
(After getting possession)

A. All expenses for maintenance's, operating, replacing, repairing, renovating, and painting of the common portion and the common areas in the building including the water body and outer walls of the building.

B. All the expenses for running and operating all machinery equipments and installations comprised in the common portions including water pumps, Lift(s), electrical installations including the cost of repairing, renovating and replacing the same.

C. Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as Caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance's staff, if any.

D. Cost of insurance premium for insurance of the building and/or the common portions;

E. Municipal Tax, Land Tax, Water tax and other levied in respect of the premises and the building (save and except those



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are separately assessed in respect of any unit of the Purchaser/s).

F. Costs of formation and operation of the Service Organization/ Association including the Office expenses.

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

Signed, sealed and delivered
in the presence of
Witnesses:

1. Deepam Ghosh
s/o. Mr. Debjit Ghosh,
Kolupukur Panchanantala,
Chandannagar, Hooghly.

2. Tapas Seal
s/o Pt. Biswanath Seal
Kalupukur Chandannagar
Aadhhar: 7123 4306 0430

Amitava Kundu
Abhijit Kundu

Signature of the LAND OWNERS

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Subhankar Basu
Proprietor

Signature of the DEVELOPER

Drafted & Printed by me

Debjit Ghosh



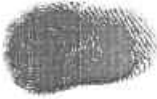


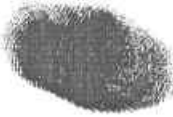




Debjit Ghosh
Advocate
Chandernagore Court
Chandernagore, Hooghly
Enrolment No. WB/1AA/1997

FINGERS IMPRESSIONS OF BOTH THE HANDS

OF THE

VENDEE / VENDOR/ DONOR / DONEE/ EXECUTANT/ ATTORNEY/ SETTLOR/ SETTLEE



IMPRESSION OF THE FINGERS OF THE LEFT HAND			IMPRESSION OF THE FINGERS OF THE RIGHT HAND
	THUMB	THUMB	
	INDEX FINGER	INDEX FINGER	
	MIDDLE FINGER	MIDDLE FINGER	
	RING FINGER	RING FINGER	
	LITTLE FINGER	LITTLE FINGER	











Amitava Kunder

SIGNATURE

FINGERS IMPRESSIONS OF BOTH THE HANDS OF THE

VENDEE / VENDOR/ DONOR / DONEE/ EXECUTANT/ ATTORNEY/ SETTLOR/ SETTLEE



IMPRESSION OF THE FINGERS OF THE LEFT HAND			IMPRESSION OF THE FINGERS OF THE RIGHT HAND
	THUMB	THUMB	
	INDEX FINGER	INDEX FINGER	
	MIDDLE FINGER	MIDDLE FINGER	
	RING FINGER	RING FINGER	
	LITTLE FINGER	LITTLE FINGER	













 SIGNATURE

FINGERS IMPRESSIONS OF BOTH THE HANDS OF THE

VENDEE / VENDOR/ DONOR / DONEE/ EXECUTANT/ ATTORNEY/ SETTLOR/ SETTLEE



IMPRESSION OF THE FINGERS OF THE LEFT HAND			IMPRESSION OF THE FINGERS OF THE RIGHT HAND
	THUMB	THUMB	
	INDEX FINGER	INDEX FINGER	
	MIDDLE FINGER	MIDDLE FINGER	
	RING FINGER	RING FINGER	
	LITTLE FINGER	LITTLE FINGER	

Srbthamhar Basu

.....
SIGNATURE



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



192024250007012628

GRN Details

GRN:	192024250007012628	Payment Mode:	SBI Epay
GRN Date:	05/04/2024 12:21:59	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0190860489613	BRN Date:	05/04/2024 12:22:19
Gateway Ref ID:	1397179173	Method:	Bank of Baroda NB
GRIPS Payment ID:	050420242000701259	Payment Init. Date:	05/04/2024 12:21:59
Payment Status:	Successful	Payment Ref. No:	2000814551/7/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr DEBJIT GHOSH
Address:	117, Kolupukur Panchanantala, P.O. and P.S.- Chandannagar, District-Hooghly, West Bengal, PIN- 712136.
Mobile:	9433780705
EMail:	debjitghoshadv@gmail.com
Period From (dd/mm/yyyy):	05/04/2024
Period To (dd/mm/yyyy):	05/04/2024
Payment Ref ID:	2000814551/7/2024
Dept Ref ID/DRN:	2000814551/7/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000814551/7/2024	Property Registration- Stamp duty	0030-02-103-003-02	50
2	2000814551/7/2024	Property Registration- Registration Fees	0030-03-104-001-16	7
			Total	57

IN WORDS: FIFTY SEVEN ONLY.

PAID

Major Information of the Deed







Deed No :	I-0604-01131/2024	Date of Registration	05/04/2024
Query No / Year	0604-2000814551/2024	Office where deed is registered	
Query Date	28/03/2024 8:53:37 AM	A.D.S.R. CHANDANNAGAR, District: Hooghly	
Applicant Name, Address & Other Details	Tapas Seal Chandannagar, Thana : Chandannagar, District : Hooghly, WEST BENGAL, PIN - 712136, Mobile No. : 9230068495, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 24,04,424/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: Bara Pukur Dhar, Road Zone : (Adjacent to Road -- Adjacent to Road) , Mouza: Chandannagar Sit No-18, , Ward No: 15 JI No: 1, Pin Code : 712136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-340 (RS -)	LR-2205	Bastu	Bastu	2 Katha 6 Chatak 35.5 Sq Ft		12,02,212/-	Property is on Road
L2	LR-340 (RS -)	LR-2204	Bastu	Bastu	2 Katha 6 Chatak 35.5 Sq Ft		12,02,212/-	Property is on Road
		TOTAL :			8.0002Dec	0 /-	24,04,424 /-	
	Grand Total :				8.0002Dec	0 /-	24,04,424 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Amitava Kundu (Presentant) Son of Late Haripada Kundu Executed by: Self, Date of Execution: 05/04/2024 , Admitted by: Self, Date of Admission: 05/04/2024 ,Place : Office	 05/04/2024	 LTI 05/04/2024 Captured	 05/04/2024
Flat 3A 3rd Block A Rohra Heights, City:- Rajarhat-gopalpore, P.O:- Rajarhat, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India , PAN No.:: afxxxxxx7k, Aadhaar No: 34xxxxxxxx5024, Status :Individual, Executed by: Self, Date of Execution: 05/04/2024 , Admitted by: Self, Date of Admission: 05/04/2024 ,Place : Office				
2	Name Mr Abhijit Kundu Son of Late Haripada Kundu Executed by: Self, Date of Execution: 05/04/2024 , Admitted by: Self, Date of Admission: 05/04/2024 ,Place : Office	 05/04/2024	 LTI 05/04/2024 Captured	 05/04/2024
Flat 3B Torsa Housing Cooperative Society, City:- Not Specified, P.O:- Kolkata, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India , PAN No.:: afxxxxxx1f, Aadhaar No: 30xxxxxxxx7813, Status :Individual, Executed by: Self, Date of Execution: 05/04/2024 , Admitted by: Self, Date of Admission: 05/04/2024 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS Bibarsan Contractor And Construction Natunpara Fatakgora, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:-Hooghly, West Bengal, India, PIN:- 712136 , PAN No.:: amxxxxxx3g, Aadhaar No: 95xxxxxxxx3843, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Subhankar Basu Son of Kalyan Kumar Basu Date of Execution - 05/04/2024, , Admitted by: Self, Date of Admission: 05/04/2024, Place of Admission of Execution: Office	 Apr 5 2024 11:53AM	 Captured LTI 05/04/2024	 05/04/2024
Natunpara Fatakgora, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:-Hooghly, West Bengal, India, PIN:- 712136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: amxxxxxx3g, Aadhaar No: 95xxxxxxx3843 Status : Representative, Representative of : MS Bibarsan Contractor And Construction (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Tapas Seal Son of Late Biswanath Seal Kalupukur, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:-Hooghly, West Bengal, India, PIN:- 712136	 05/04/2024	 Captured 05/04/2024	 05/04/2024
Identifier Of Mr Amitava Kundu, Mr Abhijit Kundu, Mr Subhankar Basu			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Amitava Kundu	MS Bibarsan Contractor And Construction-2 Katha 6 Chatak 35.5 Sq Ft

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mr Abhijit Kundu	MS Bibarsan Contractor And Construction-2 Katha 6 Chatak 35.5 Sq Ft

Land Details as per Land Record

District: Hooghly, P.S:- Chandannagar, Municipality: CHANDANNAGAR MC, Road: Bara Pukur Dhar, Road Zone: (Adjacent to Road -- Adjacent to Road) , Mouza: Chandannagar Sit No-18, , Ward No: 15 JI No: 1, Pin Code : 712136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 340, LR Khatian No:- 2205	Owner: অমিতাব কুন্ডু, Gurdian: অমিতাব কুন্ডু Address: নিতা, Classification: বাণ, Area:0.04000000 Acre,	Mr Amitava Kundu
L2	LR Plot No:- 340, LR Khatian No:- 2204	Owner: অমিতাব কুন্ডু, Gurdian: অমিতাব কুন্ডু Address: নিতা, Classification: বাণ, Area:0.04000000 Acre,	Mr Abhijit Kundu

Endorsement For Deed Number : I - 060401131 / 2024.

On 05-04-2024

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 11:20 hrs on 05-04-2024, at the Office of the A.D.S.R. CHANDANNAGAR by Mr Amitava Kundu, one of the Executants.

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 24,04,424/-

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

Execution is admitted on 05/04/2024 by 1. Mr Amitava Kundu, Son of Late Haripada Kundu, Flat 3A 3rd Block A Rohra Heights, P.O: Rajarhat, Thana: New Town, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Retired Person, 2. Mr Abhijit Kundu, Son of Late Haripada Kundu, Flat 3B Torsa Housing Cooperative Society, P.O: Kolkata, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession Service

Identified by Mr Tapas Seal, . , Son of Late Biswanath Seal, Kalupukur, P.O: Chandannagar, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 05-04-2024 by Mr Subhankar Basu, proprietor, MS Bibarsan Contractor And Construction (Sole Proprietorship), Natunpara Fatakgora, City:- Not Specified, P.O:- Chandannagar, P.S:-Chandannagar, District:- Hooghly, West Bengal, India, PIN:- 712136

Identified by Mr Tapas Seal, . , Son of Late Biswanath Seal, Kalupukur, P.O: Chandannagar, Thana: Chandannagar, , Hooghly, WEST BENGAL, India, PIN - 712136, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28.00/- (E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/04/2024 9:51AM with Govt. Ref. No: 192024250006610018 on 05-04-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 7536242489919 on 05-04-2024, Head of Account 0030-03-104-001-16
Online on 05/04/2024 12:22PM with Govt. Ref. No: 192024250007012628 on 05-04-2024, Amount Rs: 7/-, Bank: SBI EPay (SBIEPay), Ref. No. 0190860489613 on 05-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 4,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 920, Amount: Rs:1,000.00/-, Date of Purchase: 03/04/2024, Vendor name: P K SANTRA

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

Online on 05/04/2024 9:51AM with Govt. Ref. No: 192024250006610018 on 05-04-2024, Amount Rs: 4,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 7536242489919 on 05-04-2024, Head of Account 0030-02-103-003-02
Online on 05/04/2024 12:22PM with Govt. Ref. No: 192024250007012628 on 05-04-2024, Amount Rs: 50/-, Bank: SBI EPay (SBIEPay), Ref. No. 0190860489613 on 05-04-2024, Head of Account 0030-02-103-003-02



Swagata Tarafdar

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR

Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0604-2024, Page from 25160 to 25208
being No 060401131 for the year 2024.



Digitally signed by SWAGATA TARAFDAR
Date: 2024.04.15 11:06:36 +05:30
Reason: Digital Signing of Deed.

(Swagata Tarafdar) 15/04/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
West Bengal.