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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that Signature Sheet Attached herewith are part of the documents.

*Subhachary*

Add. Dist. Sub-Registrar  
UTTARPARA, HOOGHLY

08 SEP 2023

### **DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY** is made on this 8<sup>TH</sup> day of September two thousand Twenty Three, **BETWEEN**, (1) **SMT. KRISHNA GHOSH**, wife of Late Subrata Ghosh, by faith - Hindu, by Occupation - Housewife, by nationality - Indian, PAN - **BHUPG2021N**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MS. SUDESHNA GHOSH**, daughter of Late Subrata Ghosh, by faith - Hindu, by Occupation - Homemaker, by nationality - Indian, PAN - **BHOPG1171N**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, hereinafter referred to as the **OWNERS/FIRST PARTY** which term and/or expression shall unless be excluded by or repugnant to the subject or context shall mean and include their heirs, executors, administrators, legal representatives and assigns of the **ONE PART**.

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Addl. Dist. Sub-Registrar  
UTTARPARA HOOGHLY

08 SEP 2023

**AND**

**"RAHAMAN CONSTRUCTION"** a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District Hooghly, Pin - 712235, PAN - **ABHFR5437Q**, represented by its partners namely (1) **MR. ARZADA RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **ADFPR2485Q**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MR. SAFFIUR RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **AUHPR3549L**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) **SRI TAPAS KUMAR DAS**, son of Sri Sukumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **AFJPD2976C**, residing at 3, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (4) **SRI SURAJIT GHOSH**, son of Sri Satyajit Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **ALPPG2392B**, residing at 863, Kotrung Govt. Colony, 2No. Kansari Para, P.O. Hindmotor, P.S. Uttarpara, District - Hooghly, pin - 712233, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, partners of the said firm for the time being in force, its executors, representatives and assigns) of the **OTHER PART**.

**WHEREAS :-**

1. **ALL THAT** piece and parcel of Bastu land measuring about **05 Cottahs 00 Chattaks 10 sq. ft.** together with building standing thereon, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 13400 & 15562 being municipal holding No. 23, S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality under P.S. Uttarpara, District - Hooghly more fully described in the 1<sup>st</sup> Schedule written hereunder along with other properties previously owned occupied and possessed by (1) **Smt. Lilabati Basu**, wife of Late Sarat Chandra Basu (2) **Sri Jyotirmoy Basu**, (3) **Sri Ajit Kumar Basu**, both sons of Late Sarat Chandra Basu.
2. By virtue of Registered Bengali Kobala executed and registered at Serampore Sub-Registry Office incorporated in Book No. 1, Volume No. 24, Pages from 171 to 176 bearing Deed No. 1764 dated 13-03-1956, (1) **Smt. Lilabati Basu**, (2) **Sri Jyotirmoy Basu**, (3) **Sri Ajit Kumar Basu**, Vendors therein jointly sold, transferred and conveyed the land measuring about **05 Cottahs 00 Chattaks 10 sq. ft.** more fully described in the 1<sup>st</sup> Schedule written hereunder along with other properties unto and in favour of **Sudhir Kumar Ghosh**, son of late Girish Chandra Ghosh.

3. While possessing the same the said **Sudhir Kumar Ghosh** duly mutated his name in the Konnagar Municipality and the property was identified as municipal holding No. 23, S. C. Deb Lane, Konnagar and also incorporated his name in the record of rights which is more fully mentioned in the schedule hereinafter.
4. By virtue of registered deed of Settlement, dated 05-01-1984, executed and Registered at Serampore Sub-Registry office incorporated in Book No. 1 volume No. 11 pages from 36 to 41 bearing deed No. 78, **Sudhir Kumar Ghosh** Settlor therein transferred the property more fully described in the Schedule written hereunder unto and in favour of **Buddhadeb Ghosh** being the Settlee No. 1 acquired the "KA" Scheduled Property & **Subrata Ghosh** being the Settlee No. 2 acquired the "KHA" Scheduled Property absolutely & forever.
5. After the demise of **Sudhir Kumar Ghosh** the aforesaid legal heirs in terms of said deed of Settlement acquired the Schedule mentioned property beside the allocation of **Subrata Ghosh** who had been separately allotted another portion in the said Deed of Settlement demarcated and distinguished therein.
6. By virtue of another registered Deed of Settlement, dated 05-01-1984, executed and registered at Serampore Sub-Registry Office, incorporated in Book No. 1, volume No. 8 pages from 141 to 145 bearing deed No. 98, **Sudhir Kumar Ghosh**, Settlor therein transferred the remaining property more fully described in the Schedule written hereunder unto in favour of **Puspa Ghosh** mentioned therein as Settlee.
7. After the demise of **Sudhir Kumar Ghosh** the aforesaid legal heirs in terms of said deed of Settlement acquired the Schedule mentioned property beside the allocation of **Puspa Ghosh** who had been allotted portion in the said Deed of Settlement demarcated and distinguished therein.
8. By virtue of a registered Deed of Gift dated 23-07-1994, executed and registered at Serampore Sub-Registry Office, incorporated in Book No. 1, volume No. 58 pages from 107 to 114 bearing deed No. 2845, **Smt. Puspa Ghosh**, Donor therein transferred the property more fully described in the Schedule written hereunder unto in favour of **Subrata Ghosh** mentioned therein as Donee.
9. By virtue of aforesaid two Deed of Instrument **Subrata Ghosh** become the Owner of the Scheduled Property written hereunder and mutated his name in the assessment roll of Konnagar Municipality and paid relevant rent rate taxes and other statutory imposition therein and the said property is renumbered as 23/A, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, and District - Hooghly since mutation.
10. Said **Subrata Ghosh** while being in exclusive possession of the property last breathed on 11-04-2021 leaving behind his following heirs namely (1) **Smt. Krishna Ghosh** (wife) (2) **Ms. Sudeshna Ghosh**, (daughter) succeeded above referred schedule property by virtue of inheritance in accordance with the provision of Hindu succession act 1956.

11. (1) **Smt. Krishna Ghosh (2) Ms. Sudeshna Ghosh**, in the prescribed manner become the Owners of the aforesaid property, duly mutated their names in the Konnagar Municipality and paid relevant Rent, revenue, Taxes and statutory imposition therein.
12. The First Party herein is the absolute Owners in respect of the property measuring more or less **05 Cottahs 00 Chattaks 10 sq. ft.** together with two storied building measuring area **600 sq. ft.** on the Ground Floor, & **300 sq. ft.** on the First Floor, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 13400 & 15562 being municipal holding No. 23 S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the District - Hooghly the said First Party acquired the right, title and interest in respect of the said property absolutely and forever.
13. The Owners herein being desirous to construct multi-storied building upon the said property tried to take all sorts of steps but the Owners decided to entrust the said entire project upon one noted Developer allowing him/them to invest the entire Finance thereby giving him/them right to realize her such investment together with all sorts of costs for erection and others by selling out portions to be made at the said property with that of right to take all sorts of charge thereof in accordance with one specific Agreement.
14. The developer on hearing the aforesaid proposal came in contact with the Owners herein and represented them as the property Developer with the purpose of promoting, sponsoring and constructing multi-storied buildings.
15. The developer thereafter examined the documents, Deeds and papers relating to the Owners, title to the said property and have been satisfied with that of the Owners title together with that of the marketability of the said property and as such it informed the Owners about her willingness to input the entire finance to develop the said property and thereby proposal was made to that effect.
16. On the basis of the said proposal the Party herein after several sittings in between themselves formulated the terms and conditions with regard to raising of the construction upon the said property on the basis of sanctioned plan to be sanctioned from the Municipal Authority wherein it has been specifically settled that the **SECOND PARTY HEREIN SHALL INVEST THE ENTIRE AMOUNT FOR SUCH DEVELOPMENT** without making the first party liable and responsible for the same together with that the second party on and from the date of starting the construction at the said property shall take all the charge to make a multistoried building with all the necessary amenities of

water, lights sewerage's, drainage's, egress and ingress paths including apartments as per the law to that effect prevailing now in the state of West Bengal.

17. In pursuance to the understandings arrived at by & between the parties herein for avoiding all future complications and hazards decided to execute one development agreement containing all the settled terms and conditions agreed by and between themselves and as such entered into these presents.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESS AND IT IS HEREBY AGREED IN BETWEEN THE PARTIES HERETO AS FOLLOWS:-

### **ARTICLE :I: DEFENITIONS:-**

**OWNERS:-** Shall mean the First Party i.e. (1) *SMT. KRISHNA GHOSH*, wife of Late Subrata Ghosh, by faith - Hindu, by Occupation - Housewife, by nationality - Indian, PAN - **BHUPG2021H**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) *MS. SUDESHNA GHOSH*, daughter of Late Subrata Ghosh, by faith - Hindu, by Occupation - Homemaker, by nationality - Indian, PAN - **BHOPG1171N**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, the First party herein along with their legal heirs, executors, administrators, successors, representatives and assigns.

**DEVELOPER:-** Shall mean the Second Party i.e. "**RAHAMAN CONSTRUCTION**" a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District Hooghly, Pin - 712235, PAN - **ABHFR5437Q**, represented by its partners namely (1) *MR. ARZADA RAHAMAN*, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **ADFPR2485Q**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) *MR. SAFFIUR RAHAMAN*, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **AUHPR3549L**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) *SRI TAPAS KUMAR DAS*, son of Sri Sukumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **AFJPD2976C**, residing at 3, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (4) *SRI SURAJIT GHOSH*, son of Sri Satyajit Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **ALPPG2392B**, residing at 863, Kotrung Govt. Colony, 2No. Kansari Para, P.O. Hindmotor, P.S. Uttarpara, District - Hooghly, Pin - 712233, the Second party herein along with its successors in office, executors, administrators, legal representatives and/or assigns.

**PREMISES:-** Shall mean the property situated at Holding No. 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District – Hooghly, Pin – 712235, within the ambit of Konnagar Municipality, more fully and particularly described in the schedule herein below.

**BUILDING:-** Shall mean the multi-storied building to be constructed (G+5) at the said premises in accordance with the plan to be sanctioned by the appropriate authority. If any additional floor is allowed/or sanctioned by the appropriated authority- that will cum within the said agreement and shall be deemed to be part and parcel of this presents.

**COVERED AREA:-** Shall mean constructed space as per sanctioned building plan other than super built up area. Super built-up area shall be calculated 25% on the covered area.

**COMMON FACILITIES & AMENITIES:-** Shall mean entrance, staircase, Passage, ways, Water pump, overhead tank, underground reservoir, and other facilities which may be mutually agreed upon between the parties and required for the establishments, location enjoyment, maintenance and/or management of the building.

**SALEABLE SPACE:-** Shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required

**OWNER'S ALLOCATION:-** That the Owners in terms of the said agreement shall get **One Flat & One Garage**, with additional sum of Rs. 55,00,000/- (Rupees Fifty Five Lakh only) (non refundable) details of which mentioned in the 2<sup>ND</sup> schedule written hereunder, along with proportionate, undivided, undemarcated and impartiable share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the 1<sup>st</sup> Schedule property.

**DEVELOPER'S ALLOCATION:-** Shall mean the rest of sanctioned portion of the construction to be made within the said property along with proportionate, undivided, un-demarcated and impartiable share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set therein.

**ARCHITECT:-** Shall mean the person or persons who may be appointed by the developer for designing and planning the said building

**BUILDING PLAN:-** Shall mean the building plan (G+5) to be sanctioned by the appropriate authority with such alteration or modifications as may be made by the developer from time to time. If any additional floor is allowed/or sanctioned by the appropriated authority- that will cum within the said agreement and shall be deemed to be part and parcel of this presents.

**ARTICLE:II:OWNER'S REPRESENTATIONS:-**

- 1) The owners herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said premises free from all encumbrances, attachments, and liens whatsoever.
- 2) That the owners undertake to reinstate **their** liabilities if any within the new construction out of their own share.
- 3) That there is no legal bar or otherwise for the owners to grant consent and permissions that may be required in due course of the construction.
- 4) The said premise is not vested or acquired by any acquisition or requisition proceeding of the Govt. or have not been noticed for causing such acquisition.
- 5) That the owners undertakes to deliver all papers relating to the said property and liable to pay the out goings if any and also duty bound to handover the correct and flawless documents to the developer.

**ARTICLE:III: DEVELOPER'S RIGHT:-**

The owners hereby grants subject to what have been herein after provided the right to the developer to build, construct, erect and complete the said building comprising of flats/units in order to sell the said flats/units to the intending Purchaser/s for his/her/their purpose by entering into agreements for sell and/or transfer in respect of the developer allocation in accordance with the plan to be sanctioned by the authority with or without amendment and/or modifications made or cause to be made by the developer.

IN THIS CONNECTION THE OWNERS SHALL BE DUTY BOUND TO HAND OVER ALL THE ORIGINAL COPIES OF THE DEEDS TO THE DEVELOPER FOR PROCESSING, MANAGING, OBTAINING OF THE SANCTION ETC, WITH THE EXECUTION OF THESE PRESENTS.

1. The developer shall be entitled to prepare and modify or alter the plan and to submit the same before the appropriate authority in the name of the owners at the cost of the developer and the developer shall pay and bear all the expenses required to be paid or deposited (including the taxes subsequent to this and all other relevant fees) for obtaining the sanction from the said authority required for construction of the building at the said premises provided that the developer shall be exclusively entitled to all sorts of refunds of any or all sorts of payments and/or deposits paid for the same by the developer. Be it noted that all arrear taxes and mutation fees shall have to be borne by the owners herein.



2. Nothing in these presents shall be construed as a demise or assignment or transfer by the owners of the said premises or any part thereof to the developer or as creating any right, title and interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats/units to be made at the said premises in terms thereof with the developer's allocation in the building to be constructed thereon in the manner and subject to the terms hereinafter stated.

#### **ARTICLE:IV:APARTMENTCONSIDERATION:-**

- 1) In consideration of the owners having agreed to permit the developer to sell the flats (except the owner's allocation within the said new construction at the said premises) the developer herein agrees.
  - a) At its own cost shall obtain all necessary permissions, sanction of the building plan and/or approvals and/or consents.
  - b) In respect of the construction of the building to pay costs of supervision of the development and construction in respect of the building including the owner's allocation at the said premises.
  - c) To bear all costs, charges and expenses for construction of the building at the said premises **AND THE SAID COST SHALL INCLUDE THE COST OF THE SUBSEQUENT TAXES TOGETHER WITH THAT OF THE SANCTION CHARGES ALONG WITH OTHER CHARGES IF ANY.**
  - d) Allocate the owners in respect of **their** share within the said building to be constructed and completed upon the said premises within **36** months from the date of sanctioned Building Plan.

#### **ARTICLE:V:OWNER'S ALLOCATION:-**

1. That the Owners in terms of the said agreement shall **get One Flat & One Garage**, with additional sum of Rs. 55,00,000/- (Rupees Fifty Five Lakh only) (non refundable) details of which mentioned in the **2<sup>ND</sup>** schedule written hereunder, along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the **1<sup>st</sup>** Schedule property.
2. All that flat as earmarked as above to be allotted in favour of the owners with proportionate, undivided, undemarcated and impartible share in the land of the said property together with right of enjoyment of all the common portions including open roof, Lift, stair and common facilities in common with others within the said new building.

3. That the developer shall be duty bound to complete the construction at its own costs including all the common facilities and amenities needed for the said building. It is specifically agreed that the actual time limit for the entire project shall be **36** months from the date of sanctioned Building Plan.
4. The Developer shall have no right, and interest whatsoever in the owner's allocation and undivided proportionate share of the building beneath therein.
5. The Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of owner's allocation (unless exceeded the area as recited above) and in respect of the undivided proportionate share in common facilities and amenities.

#### **ARTICLE:VI:DEVELOPER'SALLOCATION:-**

In consideration of the aforesaid stipulations the developer shall be entitled to the developer's allocation to the entire building save and except owner's allocation together with the proportionate, undivided, undemarcated and impartible share in the land of the aforesaid property together with proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into agreement for sale for transfer its share with any transferees and to receive, realize any earnest money or entire consideration amount in respect thereof pursuant to this agreement and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owners and this agreement by itself shall be treated as consent by the owners.

#### **ARTICLE:VII:PROCEDURE:-**

The owners have granted to the developer a general power of attorney in this instrument, whereby and where under the Developer have right to obtain the sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities together with that of to proceed with all sorts of further acts and deeds in connection with the development of the said property and also to sell the developer allocation and to prepare deed of conveyance unto and infavour of intending Purchaser/s and to admit, execution and registration to the appropriate authority as per the present agreement.

**ARTICLE :VII: CONSTRUCTION:-**

That the developer shall be solely and exclusively responsible for construction of the said building as per the present development agreement,

**ARTICLE :IX: SPACE ALLOCATION:-**

- 1) After completion of the building the owners shall be entitled to obtain physical possession of the **OWNER'S ALLOCATION** in respect of her portion as stated above vice-versa the developer shall be entitled the remaining constructed area within the building and with regard to the common portions and areas the parties shall have joint and equal rights as per **their** respective share.
- 2) The owners shall be entitled to transfer or otherwise deal with the owner's allocation in the said building without any claim whatsoever of the developer.
- 3) The developer shall be exclusively entitled to the developer's allocation in the building in terms of present agreement to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the owners and the owners shall not in any way interfere with or disturb the quite and peaceful possession of the developer's allocation.

**ARTICLE :X: BUILDING :-**

- 1) The developer shall at its cost-construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed in its entirety by the developer within **36** months from the date of sanctioned Building Plan.
- 2) The developer shall erect the said building at its own cost as per specification and drawings provided by the architect together with that of water connections, storage of water on the over head tank, deep tube, well electric connection and also the temporary electric connection till permanent electric connections are obtained from the proper authority together with that of the facilities as are required to be set in the residential building for self-contained flats, units, and apartments within the said property on **OWNERSHIP BASIS**.
- 3) Empowering the developer to do or cause to be done all the acts relate to the said new construction.

- 4) The developer shall at its own costs and expenses and without creating any financial or other liabilities on the owners- construct and complete the building and various units and/or apartments in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer.
- 5) All costs charges and expenses including architects fees shall be paid discharged and borne by the developer and the owners shall have no liability in this connection.
- 6) The developer shall provide at its own cost, electricity wiring, watercourses, pipelines, septic tank, sewerage lines along with its connections in the entire flat and unit portions along with the owner's allocated portion. It is accorded that the developer shall have right amalgamation adjacent holding if become necessary.

**ARTICLE : XI : COMMON FACILITIES : -**

- 1) The developer shall pay and bear the taxes and other dues in respect of the entire property on and from the date of taking possession of the same and the developer undertakes to pay and bear the same till the owner's allocation is delivered in the new construction, which shall include the aberrance of the tax also during the period of construction.
- 2) As soon as the building is completed and the owner's allocation is delivered within the said building together with all sorts of rights in respect of common portions and common facilities on the basis of the notice to be served upon the owners by the developer, the owners there from shall be responsible to pay the proportionate taxes in respect of **their** allotted portions, till the same is separately assessed and separate tax is levied upon **their** in respect of **their** allotted portions.
- 3) That the developer also herein shall be liable to pay its share of taxes and share of other charges till their portions is sold out unto and in favour of the different Purchaser/s subsequent to giving delivery of possession unto the said intending purchaser in respect of the allocated portion of the developer, the said Purchaser/s shall be liable to bear the proportionate taxes and charges thereof.
- 4) After delivery of respective allocation on completion of the building, the owners and the developer shall punctually and regularly pay the taxes and other applicable charges to the concerned authority for **their** respective allocation or otherwise as may be mutually agreed upon between the owners and developer and both the parties shall keep each other indemnified against all claims actions, demand, cost, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owners or by the developer in this behalf.

- 5) As and from the date of notice of taking delivery of possession the owners and developer shall also be responsible to pay and to bear proportionate share of the service charges for the common facilities in the said building in respect of both owner's allocation and developer's allocation and the said allocation shall include proportionate share of insurance premium for the building including its water lines scavenging charges, maintenance, repair, renovation, replacement of common installation including pipes wiring pump motor, septic tank and other electrical and mechanical installation and equipment's, stairways, landings, corridors, passage ways and such other and further common facilities whatsoever which shall be set and used by all in common with all the others.

**ARTICLE :XII: LEGAL PROCEEDING :-**

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owners to defend all the actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owners shall be borne and paid by the developer which will be appropriated from owners account and to that effect if the developer needs authority of the owners applications and other documents which shall be required to be Placed by the owners **themselves** shall on accordingly be at the advice of the developer herein. The owners herein thus hereby undertake to do all such acts, deeds, matters and other things those may be reasonably required to be done in the matter and the owners shall execute all such other and further additional papers including power of attorney and/or authorizations as may be required by the developer for the purpose and the owners undertake to sign the documents and deeds and things provided that all such acts, deeds and things shall not in any way infringe the rights of the owners and/or go against the spirit of this agreement.
2. Any notice required to be given by the developer shall without prejudice to any other mode of service available on-deemed to have been served to the owners if delivered by hand or by registered post with acknowledgement.
3. Both the developer and the owners agreed that after the completion of the building shall frame a scheme for management and administration of the Said building and/or common portions including the common facilities and both the parties hereto declare and accept the proposition that all the rules and regulations on account of such management shall be maintained by them and for the same if needed they shall form one association and/or society in accordance with law.

4. Nothing in this agreement shall be construed as a demise or assignment or conveyance in law by the owners of the premises or any part thereof to the developer or as creating any right, title and interest in respect of the property unto the developer other than an exclusive license to the developer to commercially exploit the same in terms hereof provided however that the developer shall be at liberty to accept loans and to borrow sums from banks or other financial institutions for causing such development it is being expressly agreed and understood that in no event the owners or any of his estate shall be responsible and/or made liable for payment of any dues to the said banks and for that the developer herein undertakes to keep the owners indemnified against all action, suits, proceedings, costs, expenses, charge of whatsoever nature together with that to keep the owners free from all liabilities and responsibilities against all third party claims and demands.
5. As and from the date of completion of the said building the developer and/or its transferees shall each be liable to maintain the terms contained herein above and shall be bound to pay the dues in accordance with law. That the owners herein declare that prior to this have never entered into any agreement for sale or any development agreement with any person or persons and the said property is free from all encumbrances of whatsoever nature and **the** owners in respect **their** share of the said premises and have full right and absolute authority to enter into this agreement.
6. That the owners undertake and agree to execute and register power of attorney unto the developer for the entire sale proceed thereof in respect of flat to be constructed thereon which will enable the developer to register the documents unto the intending Purchaser/s without any interruption thereby in respect of Developer allocation.
7. That with the execution of these presents the owners hand over all the original documents relating to **their** said property unto the developer against **their** granting of the proper receipts and it has been agreed that the said original documents shall retain by the developer till the entire construction is completed.
8. The developer shall have all right to execute the agreement for sale with any intending Purchaser/or Purchasers and to receive the earnest money/or full consideration amount discharging money receipt unto and in favour of the purchaser/or purchasers there to in respect of Developer's allocation.
9. That during the process of work, the owners shall not interfere to the work to be carried out therein, as per sanctioned building Plan & building rules.

10. Save & except the specification written hereunder, if any extra work is executed at the written direction of the owners - in that case owners shall be liable to pay additional cost therein.
11. That the owners shall be liable to incur necessary charges towards the cost of installation electric meter for their own flat.
12. Until the owners are delivered possession, the developer shall continue to provide suitable accommodation at developer's own risk & responsibility.
13. In the event of undivided and un-demarcated property or the property is amalgamated with other property, entire over which the building would be built up, all the owners shall have to partition **their** share by registering proper instrument to become the owners of the separated property within the building to be built by this agreement.

#### **ARTICLE :XIII: ARBITRATION:-**

That all the differences and disputes out of the present agreement relating the said construction of the building at the said property and the meaning thereof together with the purpose thereof including the liability of the parties along with all other matters in which differences may arise shall be referred to the arbitration in a bid to avoid litigation according to the provisions of the arbitration act in vogue and in that case the appointment of the arbitrators from either side shall be made as per the provision of the arbitration act.

#### **ARTICLE :XIV: JURISDICTION:-**

That the jurisdiction of the parties hereto shall be within the bounds of ordinary jurisdiction of Serampore court including that of the Hon'ble High court at Calcutta.

#### **ARTICLE :XV: MISCELLANEOUS:-**

- a) That the present existing structure shall be removed and demolished by the Developer at its own cost and shall be entitled to the sale proceed of the entire building materials thereof.
- b) That the Developer shall arrange alternative accommodation for the Owners until the Owner's Allocation is handed over to, the Developer shall be liable to continue the arrangement of their dwelling.

**ARTICLE :XVI: GENERAL POWER OF ATTORNEY:-**

In terms of agreement we the owners hereby authorize and empower "RAHAMAN CONSTRUCTION" a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District Hooghly, Pin - 712235, PAN - **ABHFR5437Q**, represented by its partners namely (1) **MR. ARZADA RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **ADFPR2485Q**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MR. SAFFIUR RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **AUHPR3549L**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) **SRI TAPAS KUMAR DAS**, son of Sri Sukumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **AFJPD2976C**, residing at 3, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (4) **SRI SURAJIT GHOSH**, son of Sri Satyajit Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **ALPPG2392B**, residing at 863, Kotrung Govt. Colony, 2No. Kansari Para, P.O. Hindmotor, P.S. Uttarpara, District - Hooghly, Pin - 712233, to construct multistoried building upon the scheduled mentioned property.

**KNOW YE BY THESE PRESENTS** We, (1) **SMT. KRISHNA GHOSH**, wife of Late Subrata Ghosh, by faith - Hindu, by Occupation - Housewife, by nationality - Indian, PAN - **BHUPG2021H**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MS. SUDESHNA GHOSH**, daughter of Late Subrata Ghosh, by faith - Hindu, by Occupation - Homemaker, by nationality - Indian, PAN - **BHOPG1171N**, residing at 23, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, do hereby nominate, constitute and appoint "RAHAMAN CONSTRUCTION" a partnership firm, having its office at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District Hooghly, Pin - 712235, PAN - **ABHFR5437Q**, represented by its partners namely (1) **MR. ARZADA RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **ADFPR2485Q**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (2) **MR. SAFFIUR RAHAMAN**, son of Late Khaer Ali Mallick, by faith - Islam, by occupation - Business, by Nationality - Indian, PAN - **AUHPR3549L**, residing at 2/A, Abdul Khaleck Sarani, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235, (3) **SRI TAPAS KUMAR DAS**, son of Sri Sukumar Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **AFJPD2976C**, residing at 3, S. C. Deb Lane, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, Pin - 712235,



(4) **SRI SURAJIT GHOSH**, son of Sri Satyajit Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, PAN - **ALPPG2392B**, residing at 863, Kotrung Govt. Colony, 2No. Kansari Para, P.O. Hindmotor, P.S. Uttarpara, District - Hooghly, Pin - 712233, as our true and lawful attorney for us in our name on our behalf to do, execute and perform all or any of the following acts, deeds and things that is to say: -

1. To sign, execute and submit all plans, documents, statement, papers undertaking declaration and plans as may be required for having the plan to be sanctioned and/or sanction plans modified and/or altered by the Konnagar Municipality and other authorities.
2. To erect a multistoried building upon the scheduled mentioned property as per building plan to be sanctioned by the appropriate authorities.
3. To enter into hold and defend possession of the said property and every part thereof and also to manage and maintain and administer the said property.
4. To appear and act in all the courts, criminal, civil Revenue Office, Block land and land Reform Office, District Registrar Office, Additional District, Sub-Registrar Office, District Magistrate & Sub Divisional Office, District Board, Municipal Board or notified area CESC Office or any other local authority.
5. To assign verify plaints, written statements, petitions, objections memorandum of appeals and petitions, objection and application of all kinds and to file it in any court of law such as Civil Court, Criminal Court or any of the office or offices.
6. To appoint any Advocate, Revenue Agent or any other legal practitioner or any person legally authorized to do any act.
7. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
8. To file and receive back any documents to deposit money by challan or receipt and to withdraw money from any court cases or from any offices to grant proper acknowledgement receipt.
9. To accept service of any summons, notice if issued by any court and office against us.
10. To obtain refund of stamp duty, court fees, to execute the decree or any decrees up to the amount of the decree.

11. To file suit for damage and any kind of suit.
12. To apply to court and offices for copies of documents and papers and to withdraw deeds, documents, papers from any court.
13. To apply for the inspection of and to inspect any judicial records and records of any office or offices.
14. To file any application before the Konnagar Municipality or any board and to appear and also to do all acts which will be necessary to protect the interest of the property and also take any copies from the Municipality.
15. To deal with the CESC for obtaining electric connection over the Scheduled mentioned property and to sign all letters, applications undertaking, terms and conditions as may from time to time be thought necessary as may be required by concerned authorities.
16. To enter into an agreement for sale of any flat /or flats **except** the owners' allocation as stated in the Deed of Agreement and to do all acts which will be legally valid for completion of all agreement if required to appear before the registering authority and presenting the same and shall admit execution and registration.
17. To receive part payment or entire consideration amount and grant receipt of payment and discharge the obligation thereof with regard to developer's allocation as stated in the deed of agreement.
18. To execute and register proper instrument of transfer by deed of conveyance and shall present the same before the Registration Authority and shall admit execute and Registrar and also shall complete and observe all formalities for completion of sale and shall deliver possession thereof.

**AND GENERALLY** to do all such acts, deeds and things which in the opinion of our said attorneys ought to have been done to achieve the purpose envisaged herein to be done as per statute

We do hereby agree that all acts, deeds and things lawfully done by the said attorney as per the power given hereinabove shall be construed as acts, deeds and things done by the executors and we undertake to ratify and confirm all such acts that our said attorney shall lawfully do by virtue of this power of attorney.

**1<sup>ST</sup> SCHEDULE ABOVE REFERED TO**

(The Said Property)

**ALL THAT** piece and parcel of Land measuring an area more or less **05 Cottahs 00 Chattaks 10 sq. ft.** together with two storied building measuring area **600 sq. ft.** on the Ground Floor, & **300 sq. ft.** on the First Floor, lying at Mouza - Konnagar, J.L. No. 7, comprised in R.S. Dag No. 7696 under R.S. Khatian No. 3653, corresponding to L.R. Dag No. 11735 under L.R. Khatian Nos. 13400 & 15562 being municipal holding No. 23 S. C. Deb Lane, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S Uttarpara, Additional District Sub-Registry Office at Uttarpara, in the District Hooghly, Pin - 712235.

The said property is butted and bounded by: -

- ON THE NORTH**     : S. C. Deb Lane;  
**ON THE SOUTH**    : Property of others;  
**ON THE EAST**       : Property of Others;  
**ON THE WEST**      : S. C. Deb Lane;

The proportionate annual rent of the said property is Re. 1/- only, payable to the Collectorate of Hooghly, through the B. L. & L. R. O. Serampore, on behalf of Government of West Bengal.

**2<sup>ND</sup> SCHEDULE ABOVE REFERED TO****OWNER'S ALLOCATION**

That the Owners in terms of the said agreement shall get **One Flat & One Garage**, and coupled with sum of Rs. 55,00,000/- (Rupees Fifty Five Lakh only) (non refundable) will be provided in following manner:-

| <u>SL. NO.</u> | <u>AREA</u>   | <u>FLOOR</u>  | <u>No. of Units</u> |
|----------------|---|---|---------------------|
| 1)             | Measuring covered area more or less <b>900 sq. ft.</b> corresponding to super built up area <b>1080 sq. ft.</b> No inside paint, No extra payment of personal meter & collapsible gate. | First Floor<br>North-West side  | <b>One Flat</b>     |
| 2)             | measuring covered area more or less <b>140 sq. ft.</b> corresponding to super built up area <b>168 sq. ft.</b>  | Ground Floor<br>Road side   | <b>One Garage</b>   |
| 3)             | 28-06-2023  | Rs. 8,00,000/- By Cheque vide No. 000829 drawn on ICICI Bank Ltd.                                 |                     |
| 4)             | 28-06-2023  | Rs. 6,00,000/- By Cheque vide No. 649158 drawn on State Bank of India.                            |                     |
| 5)             | 28-06-2023  | Rs. 6,00,000/- By Cheque vide No. 649163 drawn on State Bank of India.                            |                     |
| 6)             | <b>Payable</b>  | The Balance amount shall be paid within 2 years by several installments during execution of work. |                     |

Cont...19

along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and facilities to be set therein. This distribution will be valid only after a registered deed of Partition/Gift.

**3<sup>RD</sup> SCHEDULE ABOVE REFERRED TO**

**DEVELOPER'S ALLOCATION**

Shall mean the rest of the constructed portion of sanctioned areas of the construction to be made within the said property along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be provided therein.

**4<sup>TH</sup> SCHEDULE ABOVE REFERRED TO**

**(COMMON AREAS)**

1. The space within the building comprised of the entrance and exits therein, stair Case, landings, lobbies, corridors, and passages.
2. Foundation column, girded beams, supports, compound wall of the building, sanitary chambers.
3. Water pumps, overhead water tank, submersible pump, rain pipes, sewerage pipes and other common services, such as drainage system in the premises, water supply arrangements and electrical wiring and fittings in the common areas.
4. Septic tanks soak pits, sewerage lines therein.
5. All other areas, installations, equipments, facilities and amenities, which intended for common use
6. Boundary wall.
7. Open roof of the building.
8. Lift Facility.
9. Parking space under the Ground Floor.
10. Common meter space near to the any outside of building.

DESCRIPTION OF THE STRUCTURE, FIXTURES AND FITTINGS

**General**

1. BRICK WORK Outside wall 200mm, inside 125mm with Cement Plastering over that wall Putty in side.
2. FLOORING Ceramics tiles.
3. DOOR Frames of good quality Wood and flush doors.
4. WINDOWS Aluminum window with grill.
5. KITCHEN Ceramic/Glazed of 3'-00"feet height over Green polished marble/granite platform with steel.
6. TOILET Ceramic Tile (up to 6'-00 feet height), concealed pipe line for water, shower point W.C. with cistern point. All the fittings will be of C.P. bras of Branded genuine makes and one washbasin with geyser point.
7. ELECTRICAL WIRING All wiring will be concealed with copper wire.
8. WATER SUPPLY All flats will have water, made available from overhead tanks, have been provided for storage by submersible pump
9. COMMON PASSAGE In the building shall be with flooring of net cement.
10. COMMON AREA In the building shall be with flooring of Ceramic Tiles.
11. ROOF With water proofing treatment.
12. DEEP TUBEWELL As approved by the Konnagar Municipality.
13. EXTERNAL PAINTINGS Weather shield finished
14. ALL OTHER FACILITIES If any, shall be Provided at extra cost.

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

SIGNED & DELIVERED: -

In the presence of

WITNESSES: -

1. *Zamal Haldar*  
*Konnagar, Hooghly.*

2. *Amrit Maitra*  
*Konnagar, Hooghly*

✓ *Krishna Ghosh.*

✓ *Sudeshna Ghosh.*

Signature of the First Party

Rahaman Construction

*Anade Rahaman*  
Partner

Rahaman Construction

*Sabbir Rahaman*

Rahaman Construction

*Suresh Ghosh*

Partner

Rahaman Construction

*Yash Ranjan* etc.  
Partner

Signature of the Second Party

Drafted by me: - -

*Sudhakar*

Advocate *CS 1420/80*,

Serampore Court.

# FINGER PRINTS OF BOTH HANDS

PHOTO



Krishna Ghosh.

| THUMB FINGER | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
|--------------|-------------|---------------|-------------|---------------|
|              |             |               |             |               |
|              |             |               |             |               |

L.  
H.  
F.  
P.  
  
R.  
H.  
F.  
P.

PHOTO



Sudeshna Ghosh.

| THUMB FINGER | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
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F.  
P.  
  
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H.  
F.  
P.

PHOTO



Anzade Rahman

| THUMB FINGER | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
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# FINGER PRINTS OF BOTH HANDS

PHOTO



| THUMB FINGER | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
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*Sabbir Rahman*

PHOTO



| THUMB FINGER | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
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*Shojo Kumar*

PHOTO



| THUMB FINGER | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
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L.  
H.  
F.  
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R.  
H.  
F.  
P.

*Surojit Ghosh*





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

|  |  |                     |            |
|--|--|---------------------|------------|
| Visit Commission Case No / Year        | 0621000918/2023  | Date of Application | 08/09/2023 |
| Query No / Year                        | 06212002280542/2023  |                     |            |
| Transaction                            | [0110] Sale, Development Agreement or Construction agreement |                     |            |
| Applicant Name of QueryNo              | Mr. Subir Dasgupta   |                     |            |
| Stampduty Payable                      | Rs.7,051/-   |                     |            |
| Registration Fees Payable              | Rs.55,014/-  |                     |            |
| Applicant Name of the Visit Commission | Mr. Tamal Halder   |                     |            |
| Applicant Address                      | konnagar   |                     |            |
| Place of Commission                    | konnagar   |                     |            |
| Expected Date and Time of Commission   | 08/09/2023 1:00 AM   |                     |            |
| Fee Details                            | J1: 250/-, J2: 400/-, PTA-J(2): 0/-, Total Fees Paid: 650/-  |                     |            |
| Remarks                                |  |                     |            |










Government of West Bengal

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

OFFICE OF THE A.D.S.R. UTTARPARA, District Name : Hooghly

Signature / LTI Sheet of Query No/Year 06212002280542/2023

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

| Sl No. | Name of the Executant   | Category   |    | Finger Print   | Signature with date          |
|--------|---|--|---|--|------------------------------|
| 1      | Smt Krishna Ghosh 23, S. C. Deb Lane, City:- , P.O:- Konnagar, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712235        | Land Lord  |    |    | Krishna Ghosh<br>8.9.23.     |
| 2      | Ms Sudeshna Ghosh 23, S. C. Deb Lane, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712235         | Land Lord  |   |   | Sudeshna Ghosh<br>08.09.2023 |
| 3      | Mr Arzada Rahaman 2/A, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712235 | Representative of Developer [RAHAMAN CONSTRUCTION] |  |  | Arzada Rahaman<br>8.9.2023   |









Tg  
1955

Tg  
1961

Tg  
1956



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

| Sl No. | Name of the Executant   | Category  | Photo  | Finger Print  | Signature with date                       |
|--------|---|---|--|---|---|
| 4      | Mr Saffiur Rahaman<br>2/A, Abdul Khaleck<br>Sarani, City:- , P.O:-<br>Konnagar, P.S:-<br>Uttarpara, District:-<br>Hooghly, West Bengal,<br>India, PIN:- 712235                              | Represent<br>ative of<br>Developer<br>[RAHAMA<br>N<br>CONSTR<br>UCTION]   |     |     | Saffiur<br>Rahaman<br>Tg<br>1957          |
| 5      | Shri Tapas Kumar Das<br>3, S. C. Deb Lane, City:-<br>, P.O:- Konnagar, P.S:-<br>Uttarpara, District:-<br>Hooghly, West Bengal,<br>India, PIN:- 712235                                       | Represent<br>ative of<br>Developer<br>[RAHAMA<br>N<br>CONSTR<br>UCTION]   |     |     | Tapas Kumar Das<br>8/9/2023<br>Tg<br>1958 |
| 6      | Shri Surajit Ghosh 863,<br>Kotrung Govt. Colony,<br>2no Kansari Para, City:-,<br>P.O:- Hindmotor, P.S:-<br>Uttarpara, District:-<br>Hooghly, West Bengal,<br>India, PIN:- 712233            | Represent<br>ative of<br>Developer<br>[RAHAMA<br>N<br>CONSTR<br>UCTION]   |   |   | Surajit Ghosh<br>08/09/2023<br>Tg<br>1959 |
| Sl No. | Name and Address<br>of identifier   | Identifi  | to   | Finger Print  | Signature with<br>date                    |
| 1      | Shri Tamal Halder<br>Son of Shri. Ramesh<br>Halder<br>115/C, Cripser Road,<br>City:- , P.O:-<br>Konnagar, P.S:-<br>Uttarpara, District:-<br>Hooghly, West<br>Bengal, India, PIN:-<br>712235 | Smt Krishna Ghosh, Ms<br>Sudeshna Ghosh, Mr Arzada<br>Rahaman, Mr Saffiur Rahaman<br>Shri Tapas Kumar Das, Shri<br>Surajit Ghosh. |  |  | Tamal Halder<br>Tg<br>1960                |



(Srayani Bhattacharya)  
ADDITIONAL DISTRICT  
SUB-REGISTRAR



### Major Information of the Deed

|  |  |                                       |            |
|--|--|---------------------------------------|------------|
| Deed No :  | I-0621-04734/2023  | Date of Registration                  | 11/09/2023 |
| Query No / Year  | 0621-2002280542/2023   | Office where deed is registered       |            |
| Query Date   | 07/09/2023 12:25:43 PM   | A.D.S.R. UTTARPARA, District: Hooghly |            |
| Applicant Name, Address & Other Details                      | Subir Dasgupta<br>Serampore Court, Thana : Serampur, District : Hooghly, WEST BENGAL, Mobile No. : 9830555652, Status :Advocate  |                                       |            |
| Transaction  | Additional Transaction   |                                       |            |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4311] Other than Immovable Property, Receipt [Rs : 55,00,000/-] |                                       |            |
| Set Forth value  | Market Value   |                                       |            |
| Rs. 3/-  | Rs. 30,89,372/-  |                                       |            |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                       |            |
| Rs. 7,051/- (Article:48(g))                                  | Rs. 55,014/- (Article:E, E, B)   |                                       |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)                                   |                                       |            |

### Land Details :

District: Hooghly, P.S:- Uttarpara, Municipality: KONNAGAR, Road: S. C. Deb Lane, Mouza: Konnagar, , Holding No:23  
JI No: 7. Pin Code : 712235

| 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-11735 (RS :-) | LR-13400             | Bastu         | Bastu   | 4 Katha 10 Sq Ft | 1/-                     | 19,86,873/-           | Property is on Road Adjacent to Metal Road, |
| L2     | LR-11735 (RS :-) | LR-15562             | Bastu         | Bastu   | 1 Katha          | 1/-                     | 4,94,999/-            | Property is on Road Adjacent to Metal Road, |
|        |                  | <b>TOTAL :</b>       |               |         | <b>8.2729Dec</b> | <b>2 /-</b>             | <b>24,81,872 /-</b>   |   |
|        |                  | <b>Grand Total :</b> |               |         | <b>8.2729Dec</b> | <b>2 /-</b>             | <b>24,81,872 /-</b>   |   |

### Structure Details :

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 900 Sq FL         | 1/-                     | 6,07,500/-            | Structure Type: Structure |
| <p>Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> |                   |                   |                         |                       |                           |
|   | <b>Total :</b>    | <b>900 sq ft</b>  | <b>1 /-</b>             | <b>6,07,500 /-</b>    |                           |

**Land Lord Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <p><b>Smt Krishna Ghosh</b><br/> Wife of Late Subrata Ghosh 23, S. C. Deb Lane, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bhxxxxx1h,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/09/2023<br/> , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 08/09/2023<br/> , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Pvt. Residence</p> |
| 2     | <p><b>Ms Sudeshna Ghosh</b><br/> Daughter of Late Subrata Ghosh 23, S. C. Deb Lane, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: bhxxxxx1n,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/09/2023<br/> , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 08/09/2023<br/> , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Pvt. Residence</p> |

**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <p><b>RAHAMAN CONSTRUCTION</b><br/> 2/a, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235 , PAN No.:: ABxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <p><b>Mr Arzada Rahaman</b><br/> Son of Late Khaer Ali Mallick 2/A, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxx5q,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAHAMAN CONSTRUCTION (as Partner/Developer)</p>                              |
| 2     | <p><b>Mr Saffiur Rahaman</b><br/> Son of Late Khaer Ali Mallick 2/A, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: auxxxxx9l,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAHAMAN CONSTRUCTION (as Partner/Developer)</p>                             |
| 3     | <p><b>Shri Tapas Kumar Das</b><br/> Son of Shri Sukumar Das 3, S. C. Deb Lane, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxx6c,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAHAMAN CONSTRUCTION (as Partner/Developer)</p>  |
| 4     | <p><b>Shri Surajit Ghosh (Presentant)</b><br/> Son of Shri Satyajit Ghosh 863, Kotrung Govt. Colony, 2no Kansari Para, City:- , P.O:- Hindmotor, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712233, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: alxxxxx2b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : RAHAMAN CONSTRUCTION (as Partner/Developer)</p> |

**Identifier Details :**

| Name  | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| <b>Shri Tamal Halder</b><br>Son of Shri Ramesh Halder<br>115/C, Cripur Road, City:- , P.O.-<br>Konnagar, P.S:-Uttarpara, District:-<br>Hooghly, West Bengal, India, PIN:-<br>712235 |       |              |           |
| Identifier Of Smt Krishna Ghosh, Ms Sudeshna Ghosh, Mr Arzada Rahaman, Mr Saffur Rahaman, Shri Tapas Kumar Das, Shri Surajit Ghosh  |       |              |           |

**Transfer of property for L1**

| Sl.No | From              | To. with area (Name-Area)        |
|-------|-------------------|----------------------------------|
| 1     | Smt Krishna Ghosh | RAHAMAN CONSTRUCTION-3.31146 Dec |
| 2     | Ms Sudeshna Ghosh | RAHAMAN CONSTRUCTION-3.31146 Dec |

**Transfer of property for L2**

| Sl.No | From              | To. with area (Name-Area)      |
|-------|-------------------|--------------------------------|
| 1     | Smt Krishna Ghosh | RAHAMAN CONSTRUCTION-0.825 Dec |
| 2     | Ms Sudeshna Ghosh | RAHAMAN CONSTRUCTION-0.825 Dec |

**Transfer of property for S1**

| Sl.No | From              | To. with area (Name-Area)               |
|-------|-------------------|---|
| 1     | Smt Krishna Ghosh | RAHAMAN CONSTRUCTION-450.00000000 Sq Ft |
| 2     | Ms Sudeshna Ghosh | RAHAMAN CONSTRUCTION-450.00000000 Sq Ft |

**Land Details as per Land Record**

District: Hooghly, P.S:- Uttarpara, Municipality: KONNAGAR, Road: S. C. Deb Lane, Mouza: Konnagar, , Holding No:23  
 JI No: 7, Pin Code : 712235

| Sch No | Plot & Khatian Number                     | Details Of Land   | Owner name in English as selected by Applicant     |
|--------|---|---|--|
| L1     | LR Plot No:- 11735, LR Khatian No:- 13400 | Owner:শ্রী রতন লাল, Gurdian:শ্রী রতন লাল, Address:শিলা, Classification:রাজ, Area:0.13800000 Acre, | Seller is not the recorded Owner as per Applicant. |
| L2     | LR Plot No:- 11735, LR Khatian No:- 15582 | Owner:শ্রী রতন লাল, Gurdian:শ্রী রতন লাল, Address:শিলা, Classification:রাজ, Area:0.01600000 Acre, | Seller is not the recorded Owner as per Applicant. |

**Endorsement For Deed Number : I - 062104734 / 2023**

**On 08-09-2023**

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

Presented for registration at 19:00 hrs on 08-09-2023, at the Private residence by Shri Surajit Ghosh .

**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 30,89,372/-

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

Execution is admitted on 08/09/2023 by 1. Smt Krishna Ghosh, Wife of Late Subrata Ghosh, 23, S. C. Deb Lane, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by Profession House wife, 2. Ms Sudeshna Ghosh, Daughter of Late Subrata Ghosh, 23, S. C. Deb Lane, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by Profession Others

Indetified by Shri Tamal Halder, . . Son of Shri Ramesh Halder, 115/C, Cripur Road, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 08-09-2023 by Mr Arzada Rahaman, Partner/Developer, RAHAMAN CONSTRUCTION (Partnership Firm), 2/a, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235

Indetified by Shri Tamal Halder, . . Son of Shri Ramesh Halder, 115/C, Cripur Road, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-09-2023 by Mr Saffiur Rahaman, Partner/Developer, RAHAMAN CONSTRUCTION (Partnership Firm), 2/a, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235

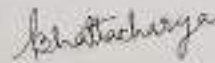
Indetified by Shri Tamal Halder, . . Son of Shri Ramesh Halder, 115/C, Cripur Road, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-09-2023 by Shri Tapas Kumar Das, Partner/Developer, RAHAMAN CONSTRUCTION (Partnership Firm), 2/a, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235

Indetified by Shri Tamal Halder, . . Son of Shri Ramesh Halder, 115/C, Cripur Road, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-09-2023 by Shri Surajit Ghosh, Partner/Developer, RAHAMAN CONSTRUCTION (Partnership Firm), 2/a, Abdul Khaleck Sarani, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235

Indetified by Shri Tamal Halder, . . Son of Shri Ramesh Halder, 115/C, Cripur Road, P.O: Konnagar, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712235, by caste Hindu, by profession Law Clerk



**Sravani Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. UTTARPARA**  
**Hooghly, West Bengal**

**On 11-09-2023**

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

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

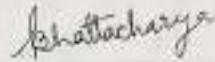


**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 55,014.00/- ( B = Rs 55,000.00/- ,E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 55,014/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/09/2023 12:17PM with Govt. Ref. No: 192023240211536868 on 09-09-2023, Amount Rs: 55,014/-,  
Bank: SBI EPay ( SBlePay), Ref. No. 8845970743619 on 09-09-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,051/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,051/-  
Description of Stamp  
1. Stamp: Type: Court Fees, Amount: Rs.10.00/-  
2. Stamp: Type: Impressed, Serial no W010294, Amount: Rs.1,000.00/-, Date of Purchase: 04/09/2023, Vendor name: S Banerjee  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/09/2023 12:17PM with Govt. Ref. No: 192023240211536868 on 09-09-2023, Amount Rs: 6,051/-, Bank: SBI EPay ( SBlePay), Ref. No. 8845970743619 on 09-09-2023, Head of Account 0030-02-103-003-02



**Sravani Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. UTTARPARA**  
**Hooghly, West Bengal**

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 0621-2023, Page from 155898 to 155932  
being No 062104734 for the year 2023.



*Bhattacharya*

Digitally signed by SRABONI BHATTACHARYA  
Date: 2023.09.20 12:49:42 +05:30  
Reason: Digital Signing of Deed.

(Sravani Bhattacharya) 20/09/2023  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. UTTARPARA  
West Bengal.