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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Adtl. Dist. Sub-Registrar  
District Office, 23 December 2019

23 DEC 2019

THIS DEVELOPMENT AGREEMENT made this 23<sup>rd</sup> day of December, 2019

BETWEEN

(1) SRI NARAYAN CHANDRA GHOSH (PAN : AGXPG8064F, AADHAR NO.5881-8052-0690) son of Late Haran Chandra Ghosh, (2) SMT TAPASHI GHOSH (PAN :AGWPG7267K, AADHAR NO.3556-4021-7746) wife of Sri Narayan Chandra Ghosh ,(3) SRI SUBHAJIT GHOSH (PAN :BNYPG7448E, AADHAR NO.4773-1518-8209) son of Sri Narayan Chandra Ghosh, and (4) SRI ARIJIT GHOSH (PAN :BUFPG5096L, AADHAR NO.3316-7405-4066)

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23.12.19  
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R. NO. 24553 DATE 23/12/19  
NAME T.N. Associates  
ADDRESS 1901 Mukundapur  
KOL-25

RS. 1000/-

  
TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27



Addl. Dist. S.D.-Registrar  
Alipore  
23 DEC 2019  
South 24 Parganas  
Kolkata- 700027

Shimshande Dutta  
S/o - Sri Shyamal Dutta  
450 Peyarabagan, P.O - Laskarpur.  
P.S - Sonarpur. Kol-153  
(Service)



son of Sri Narayan Chandra Ghosh, all by Nationality – Indian, by faith - Hindu, by occupation No.(1) and (2) Business, No.(3) Service and (4) – Student, all are residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700 075 , hereinafter referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to include their and each of their heirs, executors, representatives, administrators and assignees) of the **ONE PART**.

AND

**T.N. ASSOCIATE** (PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners (1) **SRI NARAYAN CHANDRA GHOSH** (PAN : AGXPG8064F, AADHAR NO.5881-8052-0690) son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and (2) **SMT TAPASHI GHOSH** (PAN :AGWPG7267K, AADHAR NO.3556-4021-7746) wife of Sri Narayan Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, hereinafter 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 their respective heirs, executors, administrators, legal representative and assigns/nominees) of the **OTHER PART**.

In this Agreement the following additional expressions shall unless repugnant to the context have the meaning assigned thereto:

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- I. **"Building Plan"** means the plan for construction of the buildings and other structures on the said Land as may be sanctioned by the appropriate authority.
- II. **"Common Areas"** means the areas in the Project Complex meant for common use and enjoyment and includes Path, roads, gardens, passages, open spaces, lobby, staircase, lift and those more fully described in the Third Schedule hereunder but does not include the Saleable Area.
- III. **"Common Services"** means all essential services, facilities and utilities in the Project Complex such as, water and electricity, lift, plumbing, sanitation, drainage, sewerage etc. and includes all equipments, apparatus, fittings, plumbings required for providing such services facilities and utilities.
- IV. **"Customers"** means the persons who shall book and / or enter into agreements for purchasing and acquiring the Units and / or Parkings in the Project Complex.
- V. **"Commencement Date"** means the date of getting approval of sanction plan from Kolkata Municipal Corporation.
- VI. **"Developers' Allocation"** 50% of the Gross Revenue Receipts (GRR).
- VII. **"GRR" or "Gross Revenue Receipts"** means the amounts that shall be received and / or generated upon booking or sale or transfer of the Units and Parkings comprised in the Project Complex from the customers but does not include the maintenance deposit or maintenance charges Project Taxes, stamp duty, registration charges etc. which may be received or receivable by the Developer from the Customers.

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- VIII. **"Main Path"** means the path or passage or roads of the Project Complex connecting the Corporation Road on the southern side of the said Land .
- IX. **"Maintenance Organization"** means any association or organization as shall be formed by the Developer for maintenance of the Project Complex and shall mean the Developer until formation of such maintenance Organization.
- X. **"Marketing"** means marketing of the Project Complex .
- XI. **"Marketing Expenses"** means all expenses relating to and / or attributable to Marketing of the Project and includes the fees of the marketing agent but does not include the brokerage payable for sale of the Units in the Project Complex.
- XII. **"Miscellaneous Receipts"** means all payments received and / or receivable from the Customers other than the Purchase Consideration and includes the following:-
- (a) GST on the Purchase Consideration;
  - (b) Payment against any extra or additional work carried out by the Developer in any unit;
  - (c) Security Deposit;
  - (d) Maintenance Charges;
  - (e) Legal Fees;
  - (f) Payment towards registration of the Sale Deeds including Stamp Duty, Registration Charges and other incidental expenses;
  - (g) Any amount receivable by the Developer from the Customers apart from the Purchase Consideration of the Units and Parkings.

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- XIII. **"Owners' Allocation"** 50% of the Gross Revenue Receipts (GRR).
- XIV. **"Project"** means a housing project with commercial spaces if any, to be constructed and developed on the said land by the Developer in terms of this Agreement.
- XV. **"Project Complex"** means the said Land together with the buildings and other structures as shall be constructed or developed thereon by the Developer in pursuance of this Agreement.
- XVI. **"Project Hand Over Date"** means the date on which the Developer hands over possession of the Units in the Project Complex to the Customers.
- XVII. **"Project Taxes"** means Goods and Service Tax or any other tax or imposition that may be levied or imposed by the Government on construction, development, execution and marketing of the Project Complex.
- XVIII. **"Property Tax"** means Land revenue and Corporation Taxes levied or leviable on the said land and / or the Project Complex.
- XIX. **"Purchase Consideration"** means the value and/ or price of the Units and Parkings payable by the Customers for purchasing and / or acquiring the Units and Parkings but does not include GST on the Purchase Consideration or the Miscellaneous Receipts.
- XX. **"Parkings"** means covered and open car or scooter parking spaces comprised in the Project Complex.
- XXI. **"The said Land"** means ALL THAT duly demarcated piece and parcel of bastu land at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2, Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S. Banskroni,

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Kolkata- 700070, measuring 1 Bigha 00 (zero) Cottah 04 (four) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old separated out of Premises No.39, Madhyapara, Roy Nagar, P.O. & P.S. Bansdrone, Kolkata- 700070, Postal Address :- 235, Postal Park, Roy Nagar, P.O. & P.S. Bansdrone, Kolkata- 700070, Ward No.112, Assessee No.31-112-11-0039-7, comprising land area 1 (one) Bigha 11 (eleven) Kottah 00 (zero) Chittaks 42 (forty two) Sq.Ft. more or less, Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, now P.S. Bansdrone, District - South 24 Parganas and more fully described in the First Schedule hereunder.

XXII. "Units" means the residential flats or commercial spaces if any, comprised in the Project Complex and intended to be sold to the Customers.

**WHEREAS :-**

By a Deed of Conveyance made on 11<sup>th</sup> day of August, 2017 between (1) SRI TAPAN KUMAR BANERJEE alias Sri Tapan Kumar Bandopadhaya (PAN : ACYPB8019N) son of Late Pundarikakhya Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdrone, P.S. Bansdrone, Kolkata - 700070, (2) SRI SWAPAN KUMAR BANERJEE (PAN : AXHPB3764G) son of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdrone, P.S. Bansdrone, Kolkata - 700070 (3) SMT ALPANA MUKHERJEE (PAN : BNSPM5375C) daughter of Late Pundarikaksha Bandopadhaya alias Late



Pundarikakhya Bandopadhaya and wife of Sri Pradip Mukherjee, residing at 26/37A, Govt Colony , Khardah (m) Rahara, North 24 Parganas, PIN – 700118 , (4) SRI SOVAN KUMAR BANERJEE (PAN :ADRPB2377H) alias SOVAN BANERJEE son of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700070 and (5) SRI CHANDAN BANERJEE (PAN :BOPPB4846B) alias Sri Chandan Bandopadhaya son of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdroni, P.S. Bansdroni, Kolkata – 700070, by occupation No.(1),No.(2) ,No. (4) and No. (5)- Retired from Service and (3) House-wife, all by caste – Hindu, by nationality –Indian (collectively as Owners / Vendors) AND (1) SRI NARAYAN CHANDRA GHOSH (PAN :AGXPG8064F) son of Late Haran Chandra Ghosh and (2) SMT TAPASHI GHOSH (PAN :AGWPG7267K) wife of Sri Narayan Chandra Ghosh ,(3) SRI SUBHAJIT GHOSH (PAN :BNYPG7448E) son of Sri Narayan Chandra Ghosh, and (4) SRI ARIJIT GHOSH (PAN :BUFGPG5096L) son of Sri Narayan Chandra Ghosh, all by Nationality – Indian, by faith - Hindu, by occupation No.(1) and (2) Business, No.(3) Service and (4) – Student, all are residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.- Survey Park, Kolkata-700 075 (collectively as Purchasers) and described in the Second Schedule hereunder written the Owners herein jointly purchased and acquired the said Land measuring 1 Bigha 00 (zero) Cottah 04 (four ) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2 , Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S.

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Bansdroni, Kolkata- 700070 and morefully described in the First Schedule hereunder written in equal share and hereinafter for the sake of brevity referred to and called as "the said land".

AND WHEREAS relying on mutual representations as stated hereunder the parties are desirous of entering into a Development Agreement for construction of a Housing Project on the said Land and marketing thereof on the terms hereinafter stated.

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

**1.0 OWNERS' REPRESENTATIONS:-**

1.1 (a) The Owners are seized and possessed of and well and sufficiently entitled to the said Land.

(b) No person other than the Owners have any right, title and / or interest of any nature whatsoever in the said Land or any part thereof.

(c) There is no impediment in the Owners granting development right of the said Land to the Developer herein.

(d) The Owners shall make out a marketable title in respect of the said land and shall answer all questions which may be raised by any bank or financial institutions.

(e) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development construction and marketability of the Project or which may cause charge, encroachments, litigations, trusts, liens, lispens, attachments and liabilities on the said Land or the Project Complex.

(f) The said Land or any part thereof is, so far as the Owners are aware of, not

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affected by any requisition or acquisition or alignment of any authority or authorities under any law and / or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said property is not attached and / or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(g) No suit and / or any other proceedings and / or litigations are pending against the Owners in respect of the said Land or any part thereof and that the said Land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said Land and in respect whereof the Owners may become liable to indemnify the Developer and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.

(h) The Owners have full right, power and authority to enter into this Development Agreement.

(i) The Owners at their own costs and expenses shall deal with all suits and legal proceedings in any way arising out of or relating to title of the Owners in the said Land and shall keep the Developer saved, indemnified and harmless from or against all claims or demands in any way arising out of the title of the Owners in the said Land.

(j) There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the said Land.

(k) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, except as may be permitted by the Developer in

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writing , anything whatsoever that would in any way impair, hinder and / or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.

(l) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the said Land and there are no such facts , which may give rise to any such dispute.

## **2.0 Developer's Representation:**

**2.1** The Developer has represented and warranted to the Owners as follows:-

(a) The Developer M/s. T.N. ASSOCIATE is a Partnership Firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH** son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH** wife of Sri Narayan Chandra Ghosh by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , has been developing Housing Projects on several Locations within Kolkata Municipal Corporation and the Developer has necessary infrastructure and expertise to execute and market the Housing Project.

(b) The Developer shall diligently execute and market the project and perform all its obligations under the Agreement.

### 3.0 Basic Understanding:

3.1 The Owners shall make available the said Land with a good and marketable title free from all encumbrances and liabilities whatsoever for development of the Project Complex.

3.2 The Developer shall, at its own costs, charges and expenses, plan, develop and construct a Housing Project on the said Land in accordance with the Building Plan.

3.3 The Developer at its own costs and expenses either by itself or through the Brokers and marketing agents shall sell the Units comprised in the Project Complex and the Gross Revenue Receipts shall be shared among the owners and the Developer in proportion to their respective allocation.

3.4 The allocation of the Owners and the Developer in the Project and / or Gross Revenue receipts shall be in the following ratio:-

(a) OWNERS	--	50%
(B) DEVELOPER	--	50%

-----  
100%  
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3.5 The Developer shall be liable to pay the Property Tax from 3<sup>rd</sup> Quarter 2017-2018 upto the Project Handover Date / obtaining completion certificate from Kolkata Municipal Corporation.

3.6 The Developer shall be liable to pay the Project taxes.

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3.7 Nothing contained in this Agreement shall be construed or deemed to be a partnership between the Owners and the Developer.

3.8 The Developer has examined the title deeds of the said Land and is satisfied with the title of the Owners in the said Land. It is however, Clearly agreed and understood that notwithstanding such satisfaction of title by the Developer the Owners shall be obliged to answer and satisfy all reasonable requisitions of title concerning the said Land as may be raised by or on behalf of the customers and the Banks associated with the Project.

**4.0 Development of the said Land:**

4.1 The Owners hereby grant exclusive right of construction, execution and development of the Project on the said Land unto and in favour of the Developer with an object and intent that all the Units and Parkings comprised in the Project, shall be sold and the Gross Revenue Receipts shall be shared by and between the parties on the terms and conditions hereinafter stated.

4.2 The Project shall be residential housing project comprising one or several multistoried buildings and containing several residential units and parkings with some commercial spaces as may be permitted by appropriate authority.

4.3 The Developer shall execute and construct the Project in accordance with the Building Plan and with the specifications stated in Annexure "A" hereto.

4.4 To enable the Developer to discharge its functions and obligations under this

Agreement including execution and construction of the Project, getting the building plan sanctioned, marketing of the Project etc., the Owners shall execute and register a power of attorney in favour of the Developer and the Partners of the Developer Firm shall be at liberty to authorise such of its Partners of the Developer as shall deem fit and proper for exercising all or any of the powers under such Power of Attorney.

4.5 Simultaneously with execution of this Agreement, the Owners have delivered vacant possession of the said Land to the Developer so as to enable the Developer to execute the Project. It is made clear that the Developer shall be in possession of the said Land as an agent of the Owners and shall have lien on the said Land to the extent of the Developer's Allocation.

4.6 The Owners shall make over the original title deeds of the said Land to the Developer.

4.7 The Developer shall hold the title deeds as a trustee for the ultimate beneficiaries of the said land being the customers and / or the Unit Owners of the Project and upon sale of all the Units in the Project the Developer shall hand over the original title deeds of the said land to the association of the Unit Owners in the Project.

4.8 The Developer shall be at liberty to produce the original title deeds before the statutory authorities, bodies for getting the sanction of the Building Plan or as and when necessary in course of execution of the Project.

4.9 The Developer shall also be at liberty to deposit the title deeds with any bank or financial institute for securing repayment of the Project Finance.



4.10 The Developer shall have a right to extend the Project Complex in the land contiguous to the said Land (hereinafter referred to as "the Contiguous Land") and for this purpose the Developer shall be at liberty to direct the Owners to purchase and / or acquire the Contiguous Land and make available the Contiguous Land to the Developer for development of the Contiguous Land as a part of the Project Complex and on the same terms and conditions as are contained in this Development Agreement. It is made clear that the buildings and / or units constructed on the Contiguous Land shall have free access to the corporation road through the Main Path.

4.11 If the owners fail to purchase and / or acquire the contiguous land within a period of three months from the date of requisition by the Developer in this regard then the Developer shall be at liberty to purchase and / or acquire the contiguous land and develop the same in its own account as a part of the Project Complex and the owners shall have no right, title and interest whatsoever in the contiguous land or in the buildings or units constructed thereon.

#### **5.0 Sanction and Approval:**

5.1 The Project planning right shall be with the Developer. The Developer shall appoint an architect of its choice for planning the Project and for preparing the Building Plan. The Owners shall sign the building plan if required by the Developer and render all assistance to the Developer in getting the Building Plan sanctioned by the appropriate authorities. All costs and expenses including fees of the architect shall be borne and paid by the Developer.

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5.2 The architect and consultant of the Project shall be appointed by the Developer and all fees, costs, charges and expenses payable to them shall be paid by the Developer.

5.3 The Developer at its own costs and expenses shall also obtain all necessary or requisite approvals from the concerned authorities, such as, Pollution Control Board, Fire Department L.A. & U.L.C. Department etc.

5.4 The Developer shall also get the Project approved from the banks or Financial Institutions so as to enable the Customers to obtain finance from such Banks or Financial Institutions for purchasing and / or acquiring any Unit in the Project Complex. The owners shall sign all documents and papers that may be required for obtaining Project approval from the banks or Financial Institutions and shall fully cooperate with the Developer in obtaining Project approval from them.

**6.0 Project Construction:**

6.1 The Developer after obtaining sanction of the Building Plan and all requisite approvals shall commence construction of the Project.

6.2 The Developer shall carry out construction work in the Project Complex in accordance with the sanctioned Building Plan.

6.3 Subject to Force Majeure circumstances the Developer shall at its own costs and expenses complete construction of the Project within a period of four years from the date of obtaining sanction of Building Plan.

6.4 With effect from the 3<sup>rd</sup> Quarter 2017-18, the Developer alone shall bear and pay the Kolkata Municipal Corporation taxes, land revenue and / or any other taxes on the said land or structures constructed thereon. It is made clear that the Owners shall be liable to pay KMC tax, land revenue and all other outgoings on the said Land for the period immediately preceding the 3<sup>rd</sup> Quarter 2017-18 and the Developer shall have no liability relating thereto.

6.5 The Owners shall not in any way indulge in any activity that may be detrimental to the development and / or construction of the Project Complex.

6.6 The Owners shall render all cooperation to the Developer as may be necessary for successful completion of the Project.

6.7 The Developer shall be at liberty to obtain finance for execution of the Project from Banks and / or financial institutions against the Developer's share of the Gross Revenue Receipts without creating any liability on the Owners and / or the Owners' share of Gross Revenue receipts and shall keep the Owners saved, indemnified and harmless from all liabilities in connection with such Project finance. The Owners shall cooperate with the Developer and sign all documents as may be required for such Project finance only after sanction of the Building Plan and shall utilise the same for execution of the Project under this Agreement and not for any other purpose.

6.8 During construction of the Project Complex the Owners shall be at liberty to enter upon and inspect the nature, quality and progress of construction and the Owners shall be at liberty to bring to the notice of the Developer any defect or deficiency in



quality, workmanship or delay in construction of the Project Complex . Provided however, The Owners shall not in any way obstruct or cause any hindrance to the Developer in construction and / or execution of the Project in the Project Complex.

**6.9** The Developer shall give due weightage and consideration to all such grievances of the Owners and rectify and remedy the same in a best possible manner.

**6.10** Subject to Force Majeure clause if the Developer fails to complete execution of the project within a period of four years from getting the sanction plan from KMC then the Developer shall be liable to pay liquidated damages to the owners at the rate of Rs.10,000/- (Rupees ten thousand only) per month commencing from the date when the Developer ought to have completed execution of the Project upto the date of actual completion of the Project.

#### **7.0 Marketing of the Project Complex:**

**7.1** It is agreed and understood by and between the parties that all the Units and parkings comprised in the Project Complex shall be sold and marketed and the parties shall share the Gross Revenue receipts proportionately, that is to say , the Owners shall be entitled to the Owners' Allocation and the Developer shall be entitled to the Developer's Allocation.

**7.2** Marketing of the Project complex shall be carried out by Developer.

**7.3** Marketing of the Project means all activities relating to selling or marketing of the saleable property comprised in the Project and shall include-

- (a) Booking of the Units and Parkings comprised in the Project Complex with the Customers;
- (b) Entering into formal agreements for sale with the Customers;
- (c) Execution of the sale deeds of the Units and Parkings in favour of the Customers;
- (d) Receipt of all booking amounts, advances, purchase consideration and all other amounts from the Customers;
- (e) Advertisement of the Project / Project Complex;
- (f) Appointment of the brokers and selling agents;
- (g) Any other activity relating to sale or marketing of the Project Complex.

7.4 The Developer shall market the Project under its brand name, that is to say "T.N. ASSOCIATE" and the Owners shall not in any way interfere with the right of the Developer to sell or market the Project under such brand.

7.5 For marketing the Project, the Developer shall be at liberty to appoint marketing agents and brokers and also issue advertisements in the media and incur all expenses in connection therewith.

#### **8.0 Financials :-**

8.1 Prior to marketing of the Project the Developer shall open in its name the following **three** separate bank Accounts :-

- (a) T.N. ASSOCIATE- Sanctum Palacio-Main Collection Account with any Schedule Bank which is herein referred to as "Sale Consideration Account" wherein all moneys received from the customers towards purchase consideration of the units and / or

saleable areas comprised in the project shall be deposited and / or credited.

(b) T.N. ASSOCIATE - Sanctum Palacio - HIRA Account with the same Schedule Bank where 70% (seventy percent) of the sale consideration amount will be transferred from T.N. Associate - Sanctum Palacio - Main Collection Account by the bank as per HIRA RULE.

(c) T.N. ASSOCIATE Expenses Account with the same Schedule Bank where the remaining 30% (thirty percent) amount will be transferred from T.N. Associate - Sanctum Palacio- Main Collection Account by the bank as per HIRA RULE, wherein all miscellaneous receipt received from the customer/s shall also be deposited and / or credited.

8.2 For facilitating payments by the Developer to the Land Owners, the Land Owners shall be obliged to open separate bank account in their name in the same bank and with same branch in which the Developer opens its accounts.

8.3 The Developer shall be liable to pay the Project Taxes for execution of the Project.

8.4 Upon cancellation of any booking or sale agreement, the Owners shall be liable to refund the proportionate amount refundable to such Customer and shall make over such amount to the Developer within ten days from the date of receipt of a "Debit Note on Cancellation" from the Developer.

8.5 The proposed building will be named or known as "SANCTUM PALACIO".



**9.0 Covenants of the Owners:**

9.1 The Owners hereby agree and covenant with Developer that-

(a) They shall not cause any interference or hindrance in the execution and construction of the Project by the Developer;

(b) They shall not let out, grant, lease, mortgage and / or charge or encumber the said Land or any part or portion thereof without prior consent in writing of the Developer;

(c) They shall permit the Developer, its architects, contractors, engineers, workmen uninterrupted access to the said Land so as to enable the Developer to execute, develop and construct the Project.

9.2 The Owners agree to execute and register appropriate power of attorney in favour of the Developer or its representative for construction and development of the Project and for marketing subject to the condition that the cost of stamp duty and all other charges on such power of attorney shall be borne and paid by Developer.

**9.3 The Owners further agree:**

(a) To sign and execute the Building Plan and all necessary papers, undertakings, affidavits, documents, declarations, agreements and deeds which may be required for obtaining sanction of the Building Plan and construction of the Project if required by the Developer;

(b) To co-operate with the Developer for execution and construction of the Project and

marketing;

(c) The Developer shall be at liberty to create a charge over the said land in favour of any bank or financial institution for the purpose of securing any home loan that may be granted by such bank or financial institution to the customers for purchasing and / or acquiring the Units comprised in the Project Complex subject to the condition that in the event of any default on the part of the customers the charge of the bank or financial institution shall be limited to the Unit agreed to be purchased and / or acquired by the customers.

#### **10.0 Covenants of the Developer:**

**10.1** The Developer agrees and covenants with the Owners that-

(a) The Developer shall complete construction of the Project within a period of four years from getting the sanction plan from Kolkata municipal corporation and for this purpose time shall be essence of the contract subject to force majeure circumstances.

(b) The Developer shall not transfer and / or assign its rights, benefits, duties and obligations under this Agreement without prior written consent of the owner.

(c) The Developer shall construct the Project in accordance with the Building Plan and shall not violate and contravene the Building Rules and Regulations.

**10.2** The Developer agrees to keep the Owner saved, indemnified and harmless from or against all claims or actions that may be made or raised by any third party in the

matter relating to or arising out of construction and execution of the Project or discharge or performance of any duty or obligation of the Developer under this Agreement .

**10.3** The Developer shall be liable and responsible for all accidents, breakdowns or any other loss and damage that may arise or be caused at the time of construction of the Project and the Owners shall have no liability therefor. The Developer shall keep the Owners absolutely saved, indemnified and harmless from or against any penalty , liability claim or consequences that may arise therefrom.

**10.4** Developer shall be at liberty to dig deep tube wells on permission from appropriate authority and carry on all lawful activities on the said Land as may be required or necessary for execution construction of the Project.

**11.0 Handing over of the Project:**

**11.1** Soon after completion of construction of the Project , the Developer shall fix a date of handing over possession of the Units in the Project Complex to the Customers and the date on which such handing over takes place is herein referred to as " the Project hand over Date".

**11.2 On the Project Hand Over Date –**

(a) The Developer shall hand over possession of the Units and parkings to the customers (after 100% payable amount paid to the Developer)

Cont.....P/g=23



(b) The Developer shall frame a scheme for maintenance of the Project Complex either by itself or through the Maintenance Organisation.

**11.3 On and from the Project hand Over Date –**

(a) The customers shall be liable to bear and pay the property tax of their respective units and parkings;

(b) The Developer shall be liable to pay the Property Tax on the unsold units and parkings ;

(c) The customers shall pay the maintenance charges of their respective units and parkings to the Developer and / or the Maintenance Organisation;

(d) The Developer shall be liable to pay maintenance charges on the unsold units and parkings to the maintenance organisation, if formed.

**12.0 Maintenance of the Project Complex:**

**12.1** The Developer by itself or by any agency appointed by it shall have exclusive right to manage and maintain all common areas and provide all common services in the project complex and the owner shall not in any way interfere with such right of the Developer.

**12.2** The Developer , in exercise of such right, shall have right to fix and determine the rate of maintenance charge payable by the Customers.

**12.3** Over and above maintenance charge, Developer shall be entitled to receive and

Cont.....P/g=24

realise GST or any other applicable taxes on maintenance charge.

**12.4** The Customers shall pay proportionate maintenance charges and all taxes thereon . The maintenance charge shall be payable within 15<sup>th</sup> day of the month for which the same shall relate. In default, the unpaid maintenance charge shall attract interest at such rate as may be fixed by the Developer.

### **13.0 Force Majeures & Breaches:**

**13.1** "Force Majeure" shall mean and include events preventing any party from performing its obligations under this Agreement which do not arise from and are not attributable to any act, omission, breach or violation by either party of any of their obligations under this agreement but which arise from or are attributable to the Acts of God, natural calamities, war , general strike, terrorist activities, civil commotion, non availability of construction materials, legislation or regulations adversely affecting the project court order or any other unforeseen occurrence, acts, events , omission or accidents which are beyond the reasonable control of the party so prevented.

**13.2** If any party is delayed or is prevented from performing any of its obligations under this agreement by any event for Force majeure then such party shall inform the other party in writing within fifteen days of commencement of event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event of Force Majeure. Similar notice in writing shall also be given upon cessation of Force Majeure event.

13.3 The time limit laid down in this Agreement for performance of obligations by a party shall stand extended by the same period as the period of Force Majeure event.

13.4 The Developer shall not be treated in default if erection and completion of the project is delayed due to reasons amounting Force Majeure.

13.5 If due to any act on the part of the Developer the construction and completion of the Project is delayed then the Owner shall be entitled to specific performance of this Agreement and claim damages in addition thereto.

13.6 In case the Owners commit any breach of this Agreement, the Developer shall be at liberty to initiate proceedings against the Owner either for specific performance of this Agreement or terminate and rescind this Agreement and claim all moneys paid and / or incurred by the Developer together with Appropriate damages.

**14.0 Miscellaneous :**

14.1 Notice to the Developer shall be given by sending the same at its corporate office stated hereinabove.

14.2 Unless otherwise agreed the notices shall be given to the parties by sending the same by speed post or registered post and a scanned copy thereof by e-mail

(i) To the Owners at E-Mail Id : ncghosh14@gmail.com

(ii) To the Developer at E-Mail Id: tn\_associate@yahoo.co.in

14.3 The courts having territorial jurisdiction over the said land shall have exclusive



jurisdiction in all matters arising out of this agreement.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO  
(Description of the said Land)**

All that duly demarcated piece and parcel of BASTU land at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2, Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S. Bansdroni, Kolkata- 700070, Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, measuring 1 Bigha 00 (zero) Cottah 04 (four) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old.

The area is butted and bounded as follows:-

**By the North :-** Bank Gardens

**By the South:-** 19 ft wide KMC Road and Balance Property of the Vendors

**By the East:-** 234, Postal Park and Balance Property of the Vendors

**By the West :-** 236, Postal Park and 237, Postal Park, Roynagar.

Cont.....P/g=27

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

(Title of the Owners herein with history of the Vendors)

**WHEREAS** (1) one Dhirendra Nath Bandopadhaya alias Direndra Nath Banerjee son of late Chandra Nath Bandopadhyay owned by purchase a total area of 1 Bigha 11 Kottah 00 Chittaks 42 Sq.Ft. (more or less) land with structures etc for valuable consideration from it's the then owner Md. Piyar Ali Sardar, by means of a deed of sale duly registered in the office of Sub-Registrar , Alipore Sadar, District 24 Parganas now South 24 Parganas vide Deed No.3896 for the year 1953 recorded in Book No.I, Vol No.65 Pages 204 to 207. The said property is situated at Mouza-Roynagar, J.L. No.47, Khatian No.428, Dag No.201, P.S. Then Tollygunge and now Bansdroni.

(2) The said Dhirendra Nath Bandyopadhaya alias Direndra Nath Banerjee mutated him in the records of BLLRO and paid taxes in his name during his life time.

(3) The said Dhirendra Nath Bandyopadhaya alias Direndra Nath Banerjee died intestate on 12.06.1955 leaving behind him his only one son Pundarikaksha Banerjee alias Pundarikakhya Bandopadhaya who died intestate on 03.08.1993 leaving behind his wife Smt Jyotsnamoyee Banerjee ( since deceased) and 4 (four) sons and one daughter being the Vendors therein.

(4) The said property came under the jurisdiction of Kolkata Municipal Corporation and has been mutated in the records of the Ward No.112, Street-Madhya Para, known as 39, Madhyapara , Assessee No.31-112-11-0039-7 of Kolkata Municipal

Cont.....P/g=28

Corporation , in the names of the Vendors herein ( Postal Address being 235 Postal Park, Madhyapara, Roynagar, P.O. & P.S. Bansdrone, Kolkata – 700070).

AND WHEREAS the Vendors are absolutely seized and possessed or otherwise well and sufficiently entitled to the piece or parcel of Bastu land with dwelling house situated in a part of it being Kolkata Municipal Corporation, Ward No.112, 39, Madhyapara, Roynagar, P.S. Bansdrone, Kolkata – 700070 free from all encumbrances and liabilities whatsoever and whereas the Vendors for their lawful purposes declared to sell and after protracted negotiations and deliberations have agreed with the purchasers for the absolute outright sale to the purchasers of a duly demarcated part of the said premises measuring more or less 1 Bigha 00 Cottah 04 Chittaks 37 Sq.Ft. with a tin roofed semi pucca structure measuring an area more or less 720 sq.ft. and 2(two) out side toilets measuring an area of 104 sq.ft. standing thereon free from all encumbrances and more fully described in the Schedule mentioned below and hereinafter referred to as the "said property"

AND WHEREAS the Vendors have as aforesaid contracted with the purchasers for the absolute outright sale to them of the said property and by a Deed of Conveyance dated 11.08.2017 made between (1) SRI TAPAN KUMAR BANERJEE alias Sri Tapan Kumar Bandopadhaya (PAN : ACYPB8019N) son of Late Pundarikakhya Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdrone, P.S. Bansdrone, Kolkata – 700070, (2) SRI SWAPAN KUMAR BANERJEE (PAN :AXHPB3764G) son of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O.

Cont.....P/g=29



Bansdrani, P.S. Bansdrani, Kolkata - 700070 (3) SMT ALPANA MUKHERJEE (PAN :BNSPM5375C) daughter of Late Pundarikaksha Bandopadhyay alias Late Pundarikakhya Bandopadhaya and wife of Sri Pradip Mukherjee, residing at 26/37A, Govt Colony , Khardah (m) Rahara, North 24 Parganas, PIN - 700118 , (4) SRI SOVAN KUMAR BANERJEE (PAN : ADRPB2377H) alias SOVAN BANERJEE son of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdrani, P.S. Bansdrani, Kolkata - 700070 and (5) SRI CHANDAN BANERJEE (PAN :BOPPB4846B) alias Sri Chandan Bandopadhaya son of Late Pundarikaksha Banerjee alias Late Pundarikakhya Bandopadhaya, residing at 235, Postal Park, Roynagar, P.O. Bansdrani, P.S. Bansdrani, Kolkata - 700070 by occupation No.(1),No.(2) ,No. (4) and No. (5)- Retired from Service and (3) House-wife, all by caste - Hindu, by nationality -Indian, therein collectively referred to as the **vendors** of the **FIRST PART** and (1) SRI NARAYAN CHANDRA GHOSH (PAN :AGXPG8064F) son of Late Haran Chandra Ghosh and (2) SMT TAPASHI GHOSH (PAN :AGWPG7267K) wife of Sri Narayan Chandra Ghosh ,(3) SRI SUBHAJIT GHOSH (PAN :BNYPG7448E) son of Sri Narayan Chandra Ghosh, and (4) SRI ARIJIT GHOSH (PAN :BUFPG5096L) son of Sri Narayan Chandra Ghosh, all by Nationality - Indian, by faith - Hindu, by occupation No.(1) and (2) Business, No.(3) and (4) - Student, all are residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 as the **Purchasers** of the **SECOND PART** therein duly registered in the office of the Additional District Sub-Registrar

Cont.....P/g=30

,Alipore, 24 Parganas (South) in Book No.-I, Volume No.1605-2017, Page from 138642 to 138677 , Being No.160505083 for the year 2017. The Owners / One Part upon such purchase duly mutated their names with Ward No.112 of Kolkata Municipal Corporation as well as with the office of the BL & LRO and have paying taxes upto date. The ONE PART herein is Assessee No. 31-112-11-0515-2 of Kolkata Municipal Corporation .

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**

(Description of Common Areas)

The common areas of the Project Complex shall comprise of the following:-

A. Buildings

- (i) Ground Level : Main lobby, common maintenance room, common toilets, generator room, electric meter room, space for electric transformer , underground water tank and other space for common facilities.
- (ii) At Floors: Floor lobby, staircase, lift well.
- (iii) Lift Machine room, lift well, and the lift.
- (iv) Overhead water tank.
- (v) Roof
- (vi) Security guards room

B. Open areas :Main Gate , driveway, open spaces lawns, gardens, but does not include any covered or open car parking space.

Cont.....P/g=31

## ANNEXURE - "A"

Attach Annexure "A" containing specifications of the construction.

## SPECIFICATIONS FOR CONSTRUCTION

The building will be constructed as per sanctioned plan with some modifications and alteration for betterment of the internal arrangements subject to the adherence to the rules and regulations of Kolkata Municipal Corporation .

- i) R.C.C. frame structure of column - beams and slabs as per Kolkata Municipal Corporation sanction plan.
- ii) Brick Wall - All exterior work shall be 200 mm thick with bricks of approved quality in C.M. (1:5). All partitions shall be 125mm / 75mm thick with bricks of approved quality in C.M. (1:4).
- iii) Toilet & W.C. - Necessary concealed sanitary and plumbing fitting and water connection in toilet (a) Cold and hot water line with Fittings (toilet), (b) Gezer point (at toilet), (c) Wash basin (white) one, (d) Shower, (e) Two taps, (f) Commode and PVC flash (W.C.).
- iv) Main Entrance of the building - M.S. Grill gate of the building.
- v) Stair and landing - White Marble flooring/Antiskid floor tiles
- vi) Plaster - External and Internal plaster shall be strong-based sand, PPC cement plaster.,
- vii) Flooring - The flooring will be of off-white base (2'-0" X 2'-0") Vitrified Tiles with 4" skirting on all sides (ISI standard).
- viii) Toilet and Kitchen Floor and Wall - Toilet floor will be anti skit floor tiles and Toilet wall will be glazed tiles at the height of 6 ft. from floor.
- ix) Door, Frame and Windows - The main door will be of good Quality wooden flash

Cont.....P/g=32



door with a night latch with oil painted and other inside doors will be of also good Quality wooden flash door with handle, hinges and oil painted. All door-frames shall be sal wood. All windows shall be of Aluminum sliding Pallah with black glass along with plane front grill.

- x) Kitchen – The kitchen will have a cooking platform with black stone top , sink (steel) with water connection. Two points with bib cocks will be provided in the kitchen. Glazed tiles will be in front of cooking base (6'-0" x 2'-6") .
- xi) Interior walls coats – All the interior walls will be finished with plaster of Paris.
- xii) Water Tanks – The Developer shall arrange regular supply of water from the sanctioned Kolkata Municipal Corporation water supply / Deep-tube (if permissible by KMC) well through underground reservoir and overhead water tank only, with pump motor.
- xiii) Electric wiring / installation –Concealed wiring with main lines through ISI ploy pipes, switch boards.
  - (a) Bed room: 2(two) light points, 1 (one) fan point, 1 (one) 5amp plug point in lighting switch board & 1(one) 15 amp plug point for A.C (upto 1.5 TR) - (Master Bed).
  - (b) Living / Dinning : 3 light points , 2 fan points, 1 (one) 5amp plug point for Refrigerator , 2(two) 5amp plug point for TV .
  - (c) Kitchen: 1(one) light point, 1(one) exhaust fan point, 1(one) 5amp plug point and 1(one) 15 amp plug point for micro-oven/ OTG.

(d) Toilet : 1(one) light point, 1(one) exhaust fan point, 1(one) 15 amp plug point for geysers.

(e) W.C.:-1(one) light point, 1(one) exhaust fan point.

(f) Verandah: 1(one) light point .

(g) Calling Bell.

(h) 1(one) TV outlet for cable network and 1(one) telephone / intercom outlet in Living /Dinning.

Switch brand – Anchor or Havells or equivalent ISI brand.

xiv) LIFT: ISI Standard .

xvi) Community Hall .

xvii) Caretaker: - one Room for living and one Toilet out-side. (Common)

#### ANNEXURE – “B”

The Following relative documents have been handed over by the ONE PART to the OTHER PART for their use as aforesaid :-

1. Original Sale Deed Being No.160505083 for the year 2017, Book No- I, Volume No.1605-2017 , Page from 138642 to 138677.
2. Original Mutation Certificate of KMC in favour of the One Part
3. Original Mutation Certificate of BL & LRO.
4. Assessment Role from KMC being Assessee no. 311121105152.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the  
day month and year first above written.

SIGNED AND DELIVERED by the  
At Kolkata in the presence of :

WITNESSES:-

1. Joy Chakraborty  
Kasturba Kes-153

1. Narayan Chandra Ghosh

2. Tapasi Ghosh

3. Subhajit Ghosh

4. Arjit Ghosh

2. Shekhar K. Datta  
Kasturba Narail Bazar  
Koi-153

SIGNATURE OF THE VENDORS

T.N. ASSOCIATE

Narayan Chandra Ghosh

Partner

T.N. ASSOCIATE

Tapasi Ghosh

Partner

SIGNATURE OF THE DEVELOPER

Drafted by:

Joy Chakraborty

Advocate:

Regd No. WB/269/1/99

Alipore police Court

Typed by me : Alak Kumar Datta

Alak Kumar Datta



Narayan



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :... **NARAYAN CHANDRA GHOSH**  
 Signature... *Narayan Chandra Ghosh*

Tapashi



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :... **TAPASHI GHOSH**  
 Signature... *Tapashi Ghosh*

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :.....  
 Signature.....

Subh



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :.....SUBHAJIT GHOSH  
 Signature.....Subhajit Ghosh

Arijit



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :.....ARIJIT GHOSH  
 Signature.....Arijit Ghosh

	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :.....  
 Signature.....



T.N. ASSOCIATE  
*Tapati Ghosh.*  
Partner

*Naraya Chandra Ghosh.*  
Partner



आयकर विभाग  
INCOME TAX DEPARTMENT  
NARAYAN CHANDRA GHOSH  
HARAN CHANDRA GHOSH  
07/07/1955  
Permanent Account Number  
AGXPG8064F  
Narayan Chandra Ghosh  
Signature

भारत सरकार  
GOVT. OF INDIA



Narayan Chandra Ghosh



भारत सरकार  
GOVERNMENT OF INDIA

Narayan Chandra Ghosh  
Year of Birth : 1955  
Male



5881 8052 0690

आधार - आम आदमी का अधिकार

Narayan Chandra Ghosh,



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

S/O Haran Chandra Ghosh, PREMISES  
NO-1901, MUKUNDAPUR, E-20,  
SAMMILANI PARK, P.S.-SURVEY PARK,  
Santoshpur S.O, Kolkata, West Bengal,  
700075

1947  
1800 196 1947

1947  
help@uidai.gov.in

1947  
www.uidai.gov.in

1947  
P.O. Box No. 1947,  
Bengaluru-560 001

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

TAPASHI GHOSH

ANIL CHANDRA GHOSH

20/04/1969

पत्रिका क्र. 1473 आय. वि. नं. 101/2007

AGWPG7267K

Tapashi Ghosh

Signature



Tapashi Ghosh





 भारत सरकार  
GOVERNMENT OF INDIA


 Tapashi Ghosh  
Year of Birth : 1969  
Female




**3556 4021 7746**


**आधार - आम आदमी का अधिकार**


Tapashi Ghosh.


 भारत की सर्वोच्च प्रमाणित प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:  
W/O Narayan Chandra Ghosh, 1901  
MUKUNDAPUR, E-20, SAMMILANI PARK  
P.S.-SURVEY PARK, Santoshpur S.O,  
Kolkata, West Bengal, 700075

 1947  
1800 180 1947

 help@uidai.gov.in

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 P.O. Box No.1947,  
Bengaluru-560 001

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

पैन पी. नं. लेखा संख्या कार्ड  
Permanent Account Number Card

भारत सरकार

नाम / Name  
SUBHAJIT GHOSH

पिता का नाम / Father's Name  
NARAYAN CHANDRA GHOSH

जन्म की तिथि / Date of Birth  
09/07/1997

Subhajit Ghosh



*Subhajit Ghosh*



भारत सरकार  
GOVERNMENT OF INDIA



Subhajit Ghosh  
Year of Birth : 1997  
Male



4773 1518 8209

आधार - आम आदमी का अधिकार

Subhajit Ghosh  
Subhajit Ghosh



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:  
S/O Narayan Chandra Ghosh, 1901,  
MUKUNDAPUR E-20 SAMMILANI PARK,  
P.S- SURVEY PARK, Santoshpur S.O.,  
Kolkata, West Bengal, 700075



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PO Box No. 1447  
Bengaluru 560 017

Subhajit Ghosh



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

BUFPG5096L



नाम / Name  
ARIJIT GHOSH

पिता का नाम / Father's Name  
NARAYAN CHANDRA GHOSH

जन्म की तिथि / Date of Birth  
09/09/1999

*Arijit Ghosh*  
हस्ताक्षर / Signature



31072018

*Arijit Ghosh*



भारत सरकार  
GOVERNMENT OF INDIA



Arijit Ghosh  
Year of Birth : 1999  
Male



3316 7405 4066

आधार — आम आदमी का अधिकार

*Arijit Ghosh*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:  
S/O Narayan Chandra Ghosh, 1901,  
MUKUNDAPUR E-20 SAMMILANI PARK,  
P.S- SURVEY PARK, Santoshpur S.O,  
Kolkata, West Bengal, 700075

1947  
1900 188 1847

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www.uidai.gov.in

P.O. Box No 1947,  
Bengaluru-560 001

*The West Bengal Housing Industry Regulation Act, 2017.**(Chapter II.— Registration of Real Estate Project and Registration of Real Estate Agents.— Section 4.)*

- (c) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
- (d) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
- (e) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
- (f) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
- (g) proforma of the allotment letter, agreement for sale and the conveyance deed proposed to be signed with the allottees;
- (h) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas apartment with the apartment, if any;
- (i) the number and areas of garage for sale in the project;
- (j) the names and addresses of his real estate agents, if any, for the proposed project;
- (k) the names and addresses of the contractors, architect, structural engineer, if any, and other persons concerned with the development of the proposed project;
- (l) a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorised by the promoter, stating:—
- (A) that he has a legal title to the land on which the development is proposed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (B) that the land is free from all encumbrances, or as the case may be, details of the encumbrances on such land including any rights, title, interest or name of any party in or over such land along with details;
- (C) the time period within which he undertakes to complete the project or phase thereof, as the case may be;
- (D) that seventy per cent of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled Bank to cover the cost of construction and the land cost and shall be used only for that purpose;
- Provided that the promoter shall withdraw the amounts from the separate account, to cover the cost of the project, in proportion to the percentage of completion of the project:
- Provided further that the amounts from the separate account shall be withdrawn by the promoter after it is certified by an engineer, an

Form - A  
Rule 3(1)





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 192019200126499568  
GRN Date: 21/12/2019 11:34:08  
BRN: 4873944985315  
SBI ePay txn No.: 201935595774652

Payment Mode: Debit Card-MASTER  
Payment Gateway: SBI EPay-State Bank of India New PG  
BRN Date: 21/12/2019 11:37:30  
SBI ePay txn Date: 21/12/2019 11:36:41

DEPOSITOR'S DETAILS

Name: NARAYAN CHANDRA GHOSH Id No.: 16051000268142/6/2019  
Contact No. not  
E-mail: tn\_associate@yahoo.co.in Mobile No. +91 9831333992  
Address: E029SAMMILANIPARK KOLKATA700075  
User Type: Others

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C-Description	Head of A/C	Amount[ ₹]
1	16051000268142/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	21
2	16051000268142/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	39020
			<b>Total Amount</b>	<b>39041</b>

In Words : Rupees Thirty Nine Thousand Forty One Only.

### Major Information of the Deed

Deed No :	I-1605-07399/2019	Date of Registration	23/12/2019
Query No / Year	1605-1000268142/2019	Office where deed is registered	
Query Date	20/12/2019 5:03:34 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	SHIRSHENDU DUTTA LASKARPUR,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831911012, Status :Others		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,76,27,246/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madhya Para, , Premises No: 39/1, , Ward No: 112 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	1 Bigha 4 Chatak 37 Sq Ft	1/-	1,70,09,246/-	Width of Approach Road: 19 Ft.,
<b>Grand Total :</b>				<b>33.4973Dec</b>	<b>1 /-</b>	<b>170,09,246 /-</b>	



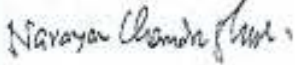


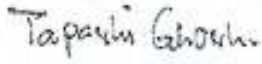



#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	824 Sq Ft.	1/-	6,18,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 824 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>824 sq ft</b>	<b>1 /-</b>	<b>6,18,000 /-</b>	



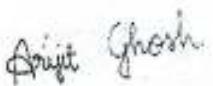


**Lord Details :**

Name, Address, Photo, Finger print and Signature

	Name	Photo	Finger Print	Signature
1	<p><b>Mr NARAYAN CHANDRA GHOSH (Presentant)</b>                      Son of Late HARAN CHANDRA GHOSH                      Executed by: Self, Date of Execution: 23/12/2019                      , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office</p>	 23/12/2019	 LTI 23/12/2019	 23/12/2019
<p>E-20, SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGXPG7267K, Aadhaar No: 58xxxxxxxx0690, Status :Individual, Executed by: Self, Date of Execution: 23/12/2019 , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office</p>				
2	<p><b>Smt TAPASHI GHOSH</b>                      Wife of Mr NARAYAN CHANDRA GHOSH                      Executed by: Self, Date of Execution: 23/12/2019                      , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office</p>	 23/12/2019	 LTI 23/12/2019	 23/12/2019
<p>E-20, SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGWPG7267K, Aadhaar No: 35xxxxxxxx7746, Status :Individual, Executed by: Self, Date of Execution: 23/12/2019 , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office</p>				
3	<p><b>Mr SUBHAJIT GHOSH</b>                      Son of Mr NARAYAN CHANDRA GHOSH                      Executed by: Self, Date of Execution: 23/12/2019                      , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office</p>	 23/12/2019	 LTI 23/12/2019	 23/12/2019
<p>E-20, SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BNYPG7448E, Aadhaar No: 47xxxxxxxx8209, Status :Individual, Executed by: Self, Date of Execution: 23/12/2019 , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office</p>				



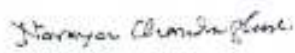


Name	Photo	Finger Print	Signature
<b>Mr ARIJIT GHOSH</b> Son of Mr NARAYAN CHANDRA GHOSH Executed by: Self, Date of Execution: 23/12/2019 , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office	 23/12/2019	 LTI 23/12/2019	 23/12/2019
E-20, SAMMILANI PARK, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: BUFG5096L, Aadhaar No: 33xxxxxxxx4066, Status :Individual, Executed by: Self, Date of Execution: 23/12/2019 , Admitted by: Self, Date of Admission: 23/12/2019 ,Place : Office			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>T N ASSOCIATE</b> E-20, SAMMILANI PARK, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 , PAN No.:: AADFT8733E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mr NARAYAN CHANDRA GHOSH</b> Son of Late HARAN CHANDRA GHOSH Date of Execution - 23/12/2019 , Admitted by: Self, Date of Admission: 23/12/2019, Place of Admission of Execution: Office	 Dec 23 2019 4:18PM	 LTI 23/12/2019	 23/12/2019
1901, MUKUNDAPUR, E-20, SAMMILANI PARK, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGXPG8064F, Aadhaar No: 58xxxxxxxx0690 Status : Representative, Representative of : T N ASSOCIATE (as PARTNER)				



Name	Photo	Finger Print	Signature
Smt TAPASHI GHOSH Wife of Mr NARAYAN CHANDRA GHOSH Date of Execution - 23/12/2019, , Admitted by: Self, Date of Admission: 23/12/2019, Place of Admission of Execution: Office			<i>Tapashi Ghosh</i>
	Dec 23 2019 4:20PM	L1 23/12/2019	23/12/2019
1901, MUKUNDAPUR, E-20, SAMMILANI PARK, P.O:- SANTOSH PUR, P.S:- Purba Jadabpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGWPG7267K, Aadhaar No: 35xxxxxxxx7746 Status : Representative, Representative of : T N ASSOCIATE (as PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
Mr SHIRSHENDU DUTTA Son of Mr SHYAMAL DUTTA 450, PEYARABAGAN, P.O:- LASKARPUR, P.S:- Sonarpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700153			<i>Shirshendu Dutta</i>
	23/12/2019	23/12/2019	23/12/2019
Identifier Of Mr NARAYAN CHANDRA GHOSH, Smt TAPASHI GHOSH, Mr SUBHAJIT GHOSH, Mr ARIJIT GHOSH, Mr NARAYAN CHANDRA GHOSH, Smt TAPASHI GHOSH			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr NARAYAN CHANDRA GHOSH	T N ASSOCIATE-8.37432 Dec
2	Smt TAPASHI GHOSH	T N ASSOCIATE-8.37432 Dec
3	Mr SUBHAJIT GHOSH	T N ASSOCIATE-8.37432 Dec
4	Mr ARIJIT GHOSH	T N ASSOCIATE-8.37432 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr NARAYAN CHANDRA GHOSH	T N ASSOCIATE-206.00000000 Sq Ft
2	Smt TAPASHI GHOSH	T N ASSOCIATE-206.00000000 Sq Ft
3	Mr SUBHAJIT GHOSH	T N ASSOCIATE-206.00000000 Sq Ft
4	Mr ARIJIT GHOSH	T N ASSOCIATE-206.00000000 Sq Ft

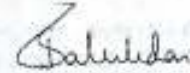
Endorsement For Deed Number : I - 160507399 / 2019



20-12-2019

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,76,27,248/-



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

On 23-12-2019

**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 13:05 hrs on 23-12-2019, at the Office of the A.D.S.R. ALIPORE by Mr NARAYAN CHANDRA GHOSH , one of the Executants.

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

Execution is admitted on 23/12/2019 by 1. Mr NARAYAN CHANDRA GHOSH, Son of Late HARAN CHANDRA GHOSH, E-20, SAMMILANI PARK, P.O: SANTOSHPUR, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 2. Smt TAPASHI GHOSH, Wife of Mr NARAYAN CHANDRA GHOSH, E-20, SAMMILANI PARK, P.O: SANTOSHPUR, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 3. Mr SUBHAJIT GHOSH, Son of Mr NARAYAN CHANDRA GHOSH, E-20, SAMMILANI PARK, P.O: SANTOSHPUR, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Service, 4. Mr ARIJIT GHOSH, Son of Mr NARAYAN CHANDRA GHOSH, E-20, SAMMILANI PARK, P.O: SANTOSHPUR, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Student

Indetified by Mr SHIRSHENDU DUTTA, , Son of Mr SHYAMAL DUTTA, 450, PEYARABAGAN, P.O: LASKARPUR, Thana: Sonarpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Service

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

Execution is admitted on 23-12-2019 by Mr NARAYAN CHANDRA GHOSH, PARTNER, T N ASSOCIATE (Partnership Firm), E-20, SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr SHIRSHENDU DUTTA, , Son of Mr SHYAMAL DUTTA, 450, PEYARABAGAN, P.O: LASKARPUR, Thana: Sonarpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Service

Execution is admitted on 23-12-2019 by Smt TAPASHI GHOSH, PARTNER, T N ASSOCIATE (Partnership Firm), E-20, SAMMILANI PARK, P.O:- SANTOSHPUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr SHIRSHENDU DUTTA, , Son of Mr SHYAMAL DUTTA, 450, PEYARABAGAN, P.O: LASKARPUR, Thana: Sonarpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Service



**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 21/12/2019 11:37AM with Govt. Ref. No: 192019200126499568 on 21-12-2019, Amount Rs: 21/-, Bank: SBI  
EPay ( SBlePay), Ref. No. 4873944985315 on 21-12-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**


Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 1,000/-,  
by online = Rs 39,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 24553, Amount: Rs.1,000/-, Date of Purchase: 23/12/2019, Vendor name:

Tanmoy Kar Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 21/12/2019 11:37AM with Govt. Ref. No: 192019200126499568 on 21-12-2019, Amount Rs: 39,020/-,  
Bank: SBI EPay ( SBlePay), Ref. No. 4873944985315 on 21-12-2019, Head of Account 0030-02-103-003-02



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1605-2020, Page from 87 to 141  
being No 160507399 for the year 2019.



*Sukanya Talukdar*

Digitally signed by SUKANYA  
TALUKDAR  
Date: 2020.01.02 15:45:11 +05:30  
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/01/02 03:45:11 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)