

दिनांक 9 नवंबर 2019

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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10/12/2019  
(0) 16708/19

श्री कृष्णा कंस्ट्रक्शंस  
एच.ए.  
चैतना शोष  
सुदीपता घोष  
रिसर्चिबिलिटी

SREE KRISHNA CONSTRUCTION CO.

*[Signature]*

*[Signature]*  
*[Signature]*

F-11181

Certified that the Endorsement Sheet / Sheets and Signature Sheet / Sheets attached to this Document are part of the Document itself.

Addl. Dist. Sub-Registrar  
Bolpur, Birbhum  
10 DEC 2019

*[Signature]*  
A.S.R.

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT IS MADE AND EXECUTED

This 22<sup>nd</sup> day of November 2019.

Contd. ....

Hirak Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

SREE KRISHNA CONSTRUCTION CO.  
Sankar Adak

Sri Dayamoy Mondal  
Chirabrata Mukherjee

(2)

BETWEEN

- 1) **HIRAK KUMAR GHOSH**, (PAN - ADJPG0254A), S/o Sri/Late Bipad Bhanjan Ghosh,
- 2) **CHAINA GHOSH**, (PAN-BNFPG0985D), W/o Late Manikeshwor Ghosh,
- 3) **SUDIPTA GHOSH**, (PAN-CHTPG0266J), S/o Late Manikeshwor Ghosh,
- 4) **BISWAJIT GHOSH**, (PAN-AHAFG2406K), S/o Late Manikeshwar Ghosh,

All are by faith-Hindu, Nationality - Indian, residents of School Bagan, Bolpur, Ward no.9(5) of Bolpur Municipality, P.O. & P.S. - Bolpur, Dist - Birbhum, Pin - 731204, W.B, hereinafter jointly called and referred to as the "**LAND OWNERS/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART.**

AND

"**SREE KRISHNA CONSTRUCTION CO**", being PAN - ADRFS6195E, GST Registration no.19ADRFS6195E1ZC, a partnership firm having its Office at Bolpur Super Market, Block - A, Stall No. - 73, P.O, P.S - Bolpur (Santiniketan Road), District - Birbhum, Pin - 731204 represented by its partners **(1) SRI SANKAR ADAK**, son of Late Basanta Adak, having PAN - AFLPA1355E, residing at Kaikhali, Chiriamore, P.O. - R. Gopalpur, P.S. - Airport, Kolkata - 700136, West Bengal, **(2) SRI DAYAMOY MONDAL**, son of Late Tamal Mondal, having PAN - BUKPM7209N, residing at Vill - Kunchly, P.O. - K. Gopalpur, P.S. - Santiniketan, Dist - Birbhum, PIN - 731204 and **(3) SRI CHIRABRATA MUKHERJEE** son of Satyanarayan Mukherjee, having PAN - BMHPM8864L, residing at Goalpara, P.O. & P.S. - Santiniketan, Dist - Birbhum, Pin - 731235, all are by caste

Sankar Adak

Contd. ....



Hiralal Mondal  
Chirna Ghosh  
Sudipta Ghosh  
Bismit Ghosh

(3)

REGISTRATION DIVISION  
Sunder A. S.

Rajendra Nath  
Chiranjit Ghosh

Hindu, by occupation - Business, Nationality - Indian, hereinafter referred to and called as the **"DEVELOPER/SECOND PARTY"** (Which terms and expression shall unless exclude by or repugnant to the context be deemed to mean and include its executors, administrators, representatives and assigns) of the **OTHER PART**.

**Whereas** one Saraswati Mondal wife of Niranjan Mondal, sold the 5.50 decimal land of R.S. plot no.565/2761. Of mouza Bopur under P.S, Bolpur in the district of Birbhum.

AND

**Whereas** one Saraswati Mondal wife of Niranjan Mondal of Bolpur sold the 5.50 decimal land of R.S. Plot no.565/2761 (from R.S. Khatian no.4236, 4237, 4238) to Bhagawati Ghosh wife of Late Bipad Bhanjan Ghosh of Bolpur School Bagan, P.O & P.S - Bolpur, District - Birbhum by a registered deed of sale being deed no.1470 for the year 1971 of the Bolpur S.R. Office.

AND

**Whereas** at the time of L.R. settlement of mouza Bolpur Northern portion of R.S. Plot no.565/2761 with an area of 5.5 decimal land has been curved out into L.R. plot no.1393 with an area 5.5 decimal of mouza Bolpur.

AND

**Whereas** in L.R. settlement record of Mouza Bolpur the L.R. plot no.1393 with an area 5.50 decimal -Bastu] land has been recorded in the name of above named purchaser Bhagawati Ghosh wife of Bipad Bhanjan Ghosh of Bolpur, P.O & P.S - Bolpur, Dist - Birbhum in L.R. Khatian no.6359 in sixteen annas share.

AND

**Whereas** thereafter Bhagawati Ghosh wife of Bipad Bhanjan Ghosh gifted her sixteen annas share of the above mentioned L.R. Plot no.1393 with an area 5.5 decimal to her two sons namely

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A. S.

Hirak Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(4)

1) Sri Manikeswar Ghosh and 2) Sri Hiral Kumar Ghosh both are sons of Late Bipad Bhanjan Ghosh by registered Deed of gift being no I-3844 for the year 2006 of the A.D.S.R. office, Bolpur, Birbhum.

AND

**Whereas** in L.R. record of Mouza Bolpur the above mentioned L.R. plot no.1393 measuring 5.5 decimal land has been recorded in the name of land owner no.1 Hiral Kumar Ghosh having  $\frac{1}{2}$  share in L.R. Khatian no.11150 with an area 2.75 decimal and remaining  $\frac{1}{2}$  share in L.R. Plot no.1393 recorded in the name of predecessor of land owner no.2,3 and 4 Manikeswar Ghosh of Mouza Bolpur respectively.

AND

**Whereas** after the death of Manikeswar Ghosh (Died on 16.07.2013) his  $\frac{1}{2}$  share in the above noted L.R. plot no.1393 with an area 2.75 decimal land of mouza Bolpur devolved upon his wife Chaina Ghosh and two sons namely Sudipta Ghosh and Biswajit Ghosh in equal share jointly land owner no.2,3 & 4 respectively above named.

AND

**Whereas** after that Smt. Chaina Ghosh, Sudipta Ghosh and Biswajit Ghosh has applied for recorded their names in L.R.R.O.R. of mouza Bolpur. Afterthat their names has been recorded of L.R. plot no.1393 of mouza Bolpur vide L.R. Khatian no. 23778, 23779 and 23780 Respectively accordingly to their share and mutated area.

AND

**Whereas** Hiral Kumar Ghosh land owner no.1 being the owner of 2.75 decimal land Chaina Ghosh being the owner of 0.9166 decimal of land, Sudipta Ghosh being the owner of 0.9167 decimal of land and Biswajit Ghosh being the owner of 0.9167 decimal of land totaling 5.5 decimal of land cherished a desire of construction of a multistoried apartment building on their above mentioned land.

Contd. ....



Hirale Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Bismit Ghosh

(5)

AND

Whereas the said land owners are very much desirous to develop the land described in the SCHEDULE-A below by constructing a multi-storied building thereon. But due to paucity of fund and lack of experience in the matter, they approached the developer herein, to make construction of the proposed multi-storied building to be contracted on the land as per the building plan sanctioned by the Bolpur Municipality at the cost of developer.

AND

Whereas the said developer having engaged with construction and development of building agreed to the proposed of the said land owner and is being interested to develop the concerned land by constructing a proposed Multi-storied building as per the sanctioned plan of the Bolpur Municipality at its own cost.

AND

Whereas the said land owners and developer have mutually agreed to develop the concerned land on the following terms and condition as mentioned hereunder.

AND

Whereas the land owners herein shall give a registered Development Power of attorney and to the Developer herein after execution of this agreement.

**NOW THIS AGREEMENT WITNESSETH TO AS FOLLOWS :-**

1. **PREMISES** :- shall mean ALL THAT piece and parcel of the aforesaid plot of land measuring approximately 5.5 decimal land more or less morefully and particularly described in the **SCHEDULE-A** hereunder written.
2. **LAND OWNERS** :- shall mean PARTY OF THE FIRST PART as mentioned in this agreement.

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3. **DEVELOPER** :- shall mean PARTY OF THE SECOND PART as mentioned in this agreement.
4. **PLANS** :- shall mean the plans of the new building to be sanctioned and approved by the Bolpur Municipality including variations/modifications therein, if any.
5. **NEW BUILDING** :- shall mean the building/buildings to be constructed on the said land/premises by the developer, in presence of as per said sanctioned plan.
6. **SANCTIONED AREA** :- shall mean the area sanctioned by the Bolpur Municipality which includes pathways boundary walls, security Guard room, service areas roof, terrace room, Lift, Lift room, common passage, common space, stair, stair case, garden, Lobby, driveways, machine room, electric meter room, generator room, tube well, over head Tank, water pump and other facilities and spaces what-so-ever required for the use establishment, location, enjoyment, maintenance and management of the building.
7. **ARCHITECT** :- shall mean such architect or firm of architects the DEVELOPER may from time to time engage for preparing drawings, design and planning of the proposed building. The appointment of the Architect may be made with the consent of owner.
8. **MUNICIPALITY** :- shall mean the Bolpur Municipality its and shall include other concerned authorities who may recommended, approved and/or sanction the plans and/or modified plans, if any.

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श्रीलेखन



Hirak Kumar Ghosh  
Cheena Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(7)

DR. J. K. GHOSH  
Hirak Kumar Ghosh  
Cheena Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

9. **COMMON PORTIONS** :- shall mean all the common portion and installations to comprise in the new building and the premises after the development including pathways, boundary walls, caretaker room, service areas roof, terrace room, lift room, garden, lobby, driveways, maeline room, electric meter room, generator room, tube well, over head tank, water pump and other facilities and spaces whatsoever required for the use establishment, location, enjoyment maintenance and management, location, enjoyment, maintenance and management of the building.

10. **COMMON EXPENSES** :- shall mean and include all expenses to be incurred by the unit owners for the management and maintenance of the new building and the premises.

11. **PROJECT** :- shall mean the work of development to be done by the Developer of the premises to be completed and possession and possession of the completed unit in taken over the unit owners.

12. **PROPORTIONATE** :- with its convenient variations shall mean such ratio, the covered area of any unit or units be in relations to the covered area of the total unit in the new building.

13. **LAND OWNER ALLOCATION** :-

**THE LAND OWNER NO.1) HIRAK KUMAR GHOSH shall be entitled get from the developer.**

Rs.20,00,000/- (Twenty lakh) out of which

a) Rs. 2,00,000 (Two lakh) at the time of execution and registration of this development agreement.

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Contd. ....

Hiral Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

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b) Rs. 9,00,000/- (Rupees Nine lakh)  
within 1(one) year from the date of Registered Development Agreement.

c) Rs. 9,00,000/- (Rupees Nine lakh)  
within 2 years 6 months from the date of Registered Development Agreement.

In case of default there will be 5% simple interest per annum on the balance amount as a penalty to be paid by the developer to the owner no.1

**The Land owner no. 2) CHAINA GHOSH LAND OWNER NO. 3) SUDIPTA GHOSH AND LAND OWNER NO. 4) BISWAJIT GHOSH shall be entitled get from the developer.**

Rs.20,00,000/- (Rupees Twenty lakh) out of which

a) Rs. 2,00,000/- (Rupees Two Lakh) at the time of execution and registration of this development agreement.

b) Rs. 9,00,000/- (Rupees Nine Lakh)  
\_ within 1(one) year  
\_ from the date of  
\_ Registered  
\_ Development  
\_ Agreement.

c) Rs. 9,00,000/- (Rupees Nine Lakh)  
\_ within 2 years 6  
\_ months from the  
\_ date of Registered  
\_ Development  
\_ Agreement.

B. K. Ghosh  
H. K.

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Hirale Kumar Gaud  
Chairna Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(9)

Stamp  
Signature  
Date

In case of default there will be 5 % simple interest per annum on the balance amount as a penalty to be paid by the developer to the owner no.2,3 & 4.

The owners shall have the absolute and execute right over the said construction to the extent of 40%. As mentioned in schedule -B below.

14. **DEVELOPER'S ALLOCATION :-**

The Developer shall be entitled to get all of FAR or total constructional area all inclusive as per sanctioned building plan to be obtained from Bolpur Municipality in the proposed Multi-storied Building.

**BUILDING :-** The Developer shall construct, erect and complete the proposed multi-storied building over the land at the said premises in accordance with the building plan sanctioned by the Bolpur Municipality at its own costs and the type of construction, specification of materials to be used are set out in Annexure to this agreement and the detailed design of the proposed building to be as per the drawings of the Architect and the **Developer** ensures that the buildings shall be constructed with good quality of building materials and the **Developer** also ensures that they will strictly follow the material specification as mentioned in **SCHEDULE 'E'** below.

- i. The Developer shall install and provide in the said building at their own cost standard motor and pump set, deep tube-well / underground water reservoir, overhead water tank, electric meter room, electric wirings, fittings and installations, plumbing and other facilities including generator as are required to be provided in a multi storied

Signature  
Date

Contd. ....

Hinala Laxman Shetty  
Chaitanya Prakash  
Sudipta Ghosh  
Biswanath Ghosh

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Charan Prakash  
Sudipta Ghosh  
Biswanath Ghosh

- ii. The entire building shall be of uniform constructions as per the specifications which is mentioned in Annexure hereunder written and the Landowners will have authority to inspect the quality of materials, if so desired and if at any time the Landowners and intending purchase will require the **Developer** to provide any other kind of materials or additional facilities in the intending Purchaser's Allocation all extra costs, charges, and expenses incurred by the Developer in that regard shall be paid and borne by the intending purchasers to the **Developer** before the delivery of possession of their unit.

The **Landowners** herein may appoint their nominated person to scrutinize the nature of work, quality of materials and job specification of the construction and in that case the **Developer** will not have any objection.

- iii. All dealings by the **Developer** in respect of construction of the proposed multi storied building shall be in the name of the **Landowners**, but such dealings shall not create in any manner of fosters or create any financial, civil and or criminal liability of the **Landowners**.

- iv. The **Developer** shall be fully responsible and keep the **Landowners** indemnified for any deviation or unauthorized construction or accident or omission or mishap during the construction of the said building and all legal and or financial liabilities including damagers to third parties will be borne by the **Developer** without any liability being created unto the owner.

Sudipta Ghosh  
Adm

15. **UNIT** :- Shall mean any individual flat, car parking space,

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Shale Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

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commercial space etc., in the new building which is capable of being exclusively owned, used and or enjoyed as individual unit.

16. **UNIT OWNERS** :- Shall mean any person or persons who acquires, holds and or enjoys any unit in the new building and shall include the Landowners and the Developer, for units hold by them from to time.
17. **ADVOCATE** :- Shall mean **Syed Lutful Kabir** (Enrollment No. W.B.1279/1977) Advocate, Bolpur Court who is appointed by both parties.

**NOTE :-**

1. Masculine Gender shall include the Feminine Gender and vice-versa.
2. Singular shall include the Plural and vice-versa.
3. The Landowners have represented to the **Developer** as follows :-

ALL THAT piece., and parcel of the aforesaid plot of land measuring approximately **5.5 decimal** land more or less More fully and particularly described in the **SCHEDULE - A** hereunder written.

No person other than the **Landowners** herein have any right, title and or interest of any nature whatsoever in the said premises or any part thereof.

The right, title and interest of the **Landowners** herein in the premises is free from' all encumbrances whatsoever (save as mentioned herein) and the **Landowners** have a good and marketable title thereto.

There are no thika tenants on the premises and the

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Shale Kumar Ghosh  
Adv.

Hiralal Kumar Ghosh  
Chaitanya Ghosh  
Sudipta Ghosh  
Biswanath Ghosh

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**Landowners** have not received any notice of any such claim or proceedings.

No part of the premises has been or is liable to be vested under the Urban Ceiling and Regulations Act, 1976 and or under any other law and no proceedings have been initiated or pending in respect thereof.

The premises or any part thereof is at present not affected by any acquisition, requisition or attachment of any authority or authorities under any law and or otherwise nor any notice has been received or come to the notice has been received or come to the notice of the **Landowners**.

Neither the premises nor any part thereof has been attached and or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, revenue or any other public demand.

The **Landowners** have not in any way dealt with the premises whereby the right, title and interest of the **Landowners** as the ownership, use, development thereof is or may be affected in any manner whatsoever.

There are no waifs, tombs, mosques, burial ground water body and or any change or encumbrances relating to or on the premises or any part thereof.

The **Landowners** shall have no difficulty in obtaining Income Tax clearance certificate and or any permission for the completion of the transfer of **Developers** Area to the **Developer** and or its nominees at the cost and expenses of the **Developer** and or otherwise in fulfilling his /her other obligations hereunder for such purpose of obtaining permission **Developer** shall pay all

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A.M.



Atul Kumar Ghosh  
Chaitanya Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

13/11/2014  
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13/11/2014

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amount of taxes payable for the transfer of **Developers** area.

The representations of the **Landowners** mentioned hereinabove are hereafter collectively called the "**SAID REPRESENTATIONS**" and the **Landowners** confirm that the said representations are true and correct.

Relying upon the said representations, the **Developer** accepted the **Landowners** title in the property as clear and marketable and on such satisfaction and acceptance and the **Developer** has agreed to develop the total land or approximately **5.5 decimal** land more or less of the schedule premises, to complete the project, pay the moneys and do the work as and on the term hereunder.

**NOW IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERTO as below :-**

1. In consideration of the Landowners having agreed to grant to the **Developer** the exclusive right to develop the said approximately **5.5 decimal** land more or less of the said premises, the **Developer** has agreed to build the said proposed building at his own cost and expenses without calling upon to contribute any amount whatsoever for the said building from the **Landowners**.
2. The Landowners have appointed the **Developer** as **Developer** of the premises as desired by the Developer on the terms and conditions herein contained.
3. The **Landowners** of the premises shall be responsible in the following manner :
  - a) The original title deed and other papers shall remain in the custody of the **SUDIPTA GHOSH** son of

Sudipta Ghosh

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Manikeshwor School  
Chaima Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

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Late Manikeshwor resident of School Bagan, Bolpur, P.O. & P.S.- Bolpur, District Birbhum, PIN — 731204 on behalf of Landowners. The **Landowners** shall give permission for inspection of all the original title deeds, other papers or documents, if any relating to the said premises as and when the same shall be required by the **Developer**.

- b) At any time thereafter, the **Landowners** shall allow the **Developer** to enter upon the premises and do all the works relating to the construction of the proposed new building as per sanctioned building plan immediately upon the **Developer** obtaining possession of the said premises strictly for the purpose of development under this agreement without claiming any other rights there under.
- c) Nothing in this agreement shall be construed or be deemed to be construed as a demise or assignment of transfer by the owner of the said premises or any part thereof to the **Developer** or to create any right, title or interest in respect thereof unto and in favour of the **Developer** other than merely a license or permissive right to the **Developer** to effect construction thereon in due compliance with all statutory or other formalities in order to commercially exploit the part of the new building being the **Developers** allocation strictly in the manner and on the term hereafter provided.
- d) Subject to force majeure and reasons beyond control of the **Developer** within 36 (thirty six) months from the date of sanction of the Building Plan, the **Developer** shall at its own cost and expenses complete the project by constructing the new building. Subject to force majeure and reasons (i.e. any kind of accident, earthquake, riots or political disturbance etc arise which are beyond the control

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Vivekananda School  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(15)

of the developer with in 36 (thirty six) months from the date of sanction of the building plan, the land owners are agreed to allow the developer to extend the said period to encash the cheque amount.)

- c) The **Developer** shall construct maximum area as can be entitled on the premises in a commercially viable manner permissible under the building rules and regulations and bye laws of the Bolpur Municipality and in conformity with the plan.
- f) The **Developer** shall bear the cost of Project Development and all construction work and all the development liabilities shall be paid and born by the **Developer**.
4. The **Developer** shall be entitled to occupy and use the land as per drawing of construction area of the premises **SUBJECT TO** the terms of this agreement for the duration of the project. The **Developer** shall be entitled to use the premises for setting up a temporary office and or quarters for it watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project. It is clarified that at any time after the execution hereof, the **Landowners** shall permit the **Developer** to enter upon the premises, and to do all works incidental for the construction of new building.
5. The building shall be constructed by the **Developer** for an on behalf of the **Landowners** and or their nominees. The rest of the new building shall be constructed by the **Developer** for and on behalf of himself and or for his nominees. The **Developer** is constructing the building from his own fund. And the consideration for the proportionate share of land in or upon the new building within the **Developers** allocation shall be the cause of construction incurred by the **Developer**.

S. Kalita  
Adm.

Strale Laxman Ghosh  
Chairman Ghosh  
Sardar Ghosh  
Biswas Ghosh

Partner  
Sree Krishna Construction Co.  
Ch. Krishna Reddy  
Sardar Ghosh  
Sardar Ghosh

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of the portion of the **Landowners** allocation in the new building.

6. The **Landowners** and the **Developer** shall be entitled absolutely to their respective areas and allocation shall be at liberty to deal those in any manner they deem fit. They will also be at liberty to enter into agreements for sale of their respective areas and received the full consideration there under **SAVE THAT** the **Landowners** shall adopt the same covenants as the Developer may adopt in its agreement with the unit owners of the **Developers** area, at least in so far as the equivalent relates to common portions, common expenses and other matters of common interest. The form of agreement by the parties shall be drawn by the Advocates of the **Landowners** and the **Developer**, for their respective allocation.
7. If so required by the **Developer**, the **Landowners** shall join and or cause such person as may be necessary to join as parties to the deed of conveyances by the **Landowners** and the **Developer** in favour of transferees and their respective allocation.
8. The **Landowners** in pursuance of the said agreement shall execute and register a Development Power of Attorney in favour of the **Developer** or its nominee by virtue of which the **Developer** shall be entitled to enter into agreement for sale in respect of the **Developers** Allocation.
9. The **Developer** on completion of the new building and obtaining the completion certificate from Bolpur Municipality, as per the Completion certificate there will not any habitable rights of any Common Areas and Common Facilities to the Land owner in the said new

S. K. Ghosh  
Adv.

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Atmak Kumar Ghosh  
Chairman of the  
Sudipta Ghosh  
Biswas + Ghosh

SAFE KRISHNA CONSTRUCTION CO.  
Sri Krishna Ghosh  
Sudipta Ghosh  
Biswas + Ghosh

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building nor they will have any right, title interest over the newly constructed flats or buildings or any kind of structures, etc.

10. The **Developer** shall be exclusively entitled to the **Developers'** allocation in the new building and shall have the absolute right and full authority to transfer and or otherwise deal with and or dispose of the same.
11. The **Developer** shall be free to deal with **Developers** allocation in the said new building without improving any financial burden or liability in any manner whatsoever upon the **Landowners**.
12. The **Developer** shall at his own costs and expenses construct, erect and complete the building within 2years 6 months after the sanction of building plan. on the said premises in accordance with the building plan to be sanctioned by the Bolpur Municipality with mutually approved quality of materials and of such specification mentioned in the **ANNEXURE** hereto and as be recommended by the Architect from time to time.
13. Subject to the aforesaid conditions the decisions of the Architect to be appointed jointly by the **Landowners** and the **Developer** regarding the quality of materials shall be final and binding on the parties hereto fees of the Architect shall be borne by the **Developer**.
14. The **Developer** at his own cost and expenses shall install and erect pump, underground water storage tank, overhead reservoirs, electrical lines from the WBSEDCL and other facilities in the said building as are required to be provided in a residential apartment / building.

Atmak  
Kumar

Hiral Kumar Singh  
Shaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

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15. That if the project is cancelled after demolition of existing structure due to entire fault on the part of the **Developer**, then **Developer** will pay a compensation to the **Landowners** at the instance of cancellation of, his Agreement. Similarly if the project is cancelled after demolition of existing structure due to fault on the part of the **Landowners**, then **Landowners** will pay a compensation to the **Developer** at the instance of cancellation of this Agreement.

**COMMON OBLIGATIONS:**

- i. The **Developer** shall pay and bear all property taxes and other dues and outgoing in respect of the said plot of land accruing due as and from the date of obtaining possession of the said premises from the **Landowners**.
- ii. As soon as the building is completed, the **Developer** shall obtain completion certificate and occupancy certificate from the Bolpur Municipality and shall intimate, the **Landowners** in writing. The **Developer** shall however be solely responsible for the loss and or compensating out of any defective materials and or any deficiency defect of manufacture and or deviation in construction from the sanctioned plan.
- iii. As and from the date of delivery of possession to other flat owners on the said premises shall also be responsible to bear and shall forthwith pay on demand to the caretaker who will be appointed by the **Landowners** and all the flat owners and the **Developer** the proportionate service charges of the common facilities in the new building payable in respect of the other flat owner allocation. Such chargers are to include proportionate share of electric bill, lights & lift maintenance, sanitation, maintenance, occasional repair and renewal charges, charged for bill collection and management of the

Sikakar  
A. S.

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Arcade Beer-Shop  
Chowmahaloch  
Sudipta Ghosh  
Biswajit Ghosh  
common facilities etc.

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- iv. The **Landowners** shall not intentionally do any act, deed or thing whereby the **Developer** shall be prevented from proceeding with construction of the said project.
- v. The **Developer** shall pay all outgoing and impositions for the period from the date of execution of this agreement between both the parties till delivery of **Landowners** allocation by the Developer to the **Landowners**.
- vi. Any type of payment required for the maintenance and upkeep of the building shall be paid by all the flat owners and or the association of the flat owners building in be formed by the flat owners and owners of car parking space of the building.

**COMMON RESTRICTIONS:**

- I. The owner's allocation in the building shall be subject to the same restriction and usages as are applicable in the building intended for common benefits of all occupiers of the building which shall include the followings.
- II. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity or use for other than the residential use thereof for any purpose which may cause any nuisance or hazard to the occupier of the building.
- III. Neither party shall partition, demolish, fix nor permit demolition of any wall or other structure in their respective allocation or any portions thereof or make any structural alternations therein without the provisions and consent of the

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AOR

Contd. ....

Hiral Kumar Ghosh  
Chaitanya Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(20)

others on that behalf.

Dr. Anurag K. Ghosh  
Dr. Anurag K. Ghosh  
Dr. Anurag K. Ghosh

- IV. First party shall not transfer or permit to transfer any allocation other than second party or any portions thereof unless.
- V. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory Bodies and or bodies as the case may be and shall attend to answer and be responsible for any deviation of any of the said law, bye-laws, rules and regulations.
- VI. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the building in good working condition and repairs and in particular not to cause any damages to the building or any other space or recommendation therein and shall keep the other occupiers of the building indemnified from against the consequence of any breach.

**LANDOWNERS OBLIGATIONS:**

- I. The **Landowners** doth hereby agree and covenant with the **Developer** not to cause any interference or hindrance in the construction of the said building at the premises by the **Developer** so far the construction work is done as per building plan sanctioned by the Bolpur Municipality without any reasonable ground.
- II. The **Landowners** doth hereby agree and covenant with the **Developer** not to do any act, deed or thing whereby the **Developer** may be prevented from selling assigning and or disposing of any of the **Developer** allocation portion in the .

S. K. Ghosh  
Adv



श्रीक. लाम्बे. लि.  
चौमन. १/२ अ. च.  
सुदीप. का.  
बि. व. च. व. च.

(21)

building at the said premises.

SREE KASHMA CONSTRUCTION CO.  
Pvt. Ltd. - Regd. Office

श्री. क. लाम्बे. लि.  
चौमन. १/२ अ. च.  
सुदीप. का.  
बि. व. च. व. च.

III. The **Landowners** hereby agree and covenant with the **Developer** not to let out, grant, lease, mortgage and or charger the said premises or any portions thereof without the consent in writing of the **Developer** during the period of construction in the said new building.

IV. The Land Owner hereby agrees that after delivered the land owner's cheque mentioning the date and cheque amount, The developer will start the construction work of the building in the under mentioned "A" schedule property.

#### DEVELOPERS OBLIGATIONS:

- I. The **Developer** shall not be entitled to transfer and or assign the benefits of this agreement or any portions of **Developers** allocation thereof.
- II. The **Developer** hereby agrees and covenants with the **Landowners** not to violate or contravene any of the provisions or rules applicable to construction of the said building and comply with the specification of construction including quality of materials agreed to be used.
- III. The **Developer** hereby agrees not to part with possession of the **Developers** allocation or any portion thereof unless balance payment of the **Landowners** allocation is delivered to the **Landowners** **PROVIDED HOWEVER** it will not prevent the **Developer** from entering into any agreement for sale with the **Developers** allocation.

#### LANDOWNERS INDEMNITY:

The **Landowners** hereby undertake that the **Developer** shall be

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अ. च.

Shree Kewal Chaudhary  
Chaitanya Shastri  
Sudipta Ghosh  
Bishwajit Ghosh

(22)

entitled to the said construction and shall enjoy the **Developers** allocated space without any interference or disturbances provided the **Developer** performing and fulfilling all the terms and conditions herein and or on the part of the **Developer** to be observed and performed.

**DEVELOPERS INDEMNITY:**

The **Developer** hereby undertakes to keep the **Landowners** indemnified against all actions, suits, proceedings and claims that may arise out of the **Developers** action with regard to the developing of the said premises and or in the matter of construction of the said building and or any defect therein.

**MISCELLANEOUS:**

- I. The **Landowners** and the **Developer** have entered into this agreement purely as a contract on principal to principal basis an nothing contained shall be deemed to construe as partnership between the **Landowners** and the **Developer** or as a joint venture between the parties hereto in any manner nor shall the parties constitute any association or persons.
  
- II. It is understood that from time to time of facilities the construction of the building by the **Developer** various deeds, matters, and things not specified herein may be required to be lawfully done by the **Landowners** to which specified specific provision may not have been mentioned herein, the **Landowners** both hereby undertake to do all such acts, deeds and things and matters and further the **Landowners** both hereby undertakes that the **Landowners** shall execute any such additional power of attorney and or authorization as may be lawfully required by the **Developer** for the aforesaid purpose and the **Landowners** also undertake to sign and execute al such additional applications and other documents

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Chaima Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(23)

as the case may be PROVIDED HOWEVER that all such acts, deeds, matters and things do not in any way infringe the rights of the **Landowners** and or is against the spirit of these presents.

- III. The **Landowners** shall not be liable in any Income Tax or any other taxes in respect of the **Developers** allocation and the **Developer** shall be liable to make payment of the same and keep the **Landowners** indemnified against suits, proceedings, costs, charges and expenses in respect thereof.
- IV. Any notice required to be given by the **Developer** shall without prejudice to any other mode or service available shall be deemed to have been served on the **Landowners** if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the **Developer** by the **Landowners** if delivered by hand or sent by prepaid registered post to the office of the **Developer**.
- V. The **Developer** and the **Landowners** shall mutually frame a scheme for management and administration of the said building and or common parts thereof. The **Landowners** hereby agree to abide by all the rules and regulations to be framed by the society / association / building organization and / or other organization, who will be in charge of such management and hereby gives his consent to abide by such rules and regulations.
- VI. As and from the date of completion of the building the **Developer** and or their transferees shall be liable on account of the ground rent and wealth tax and other taxes payable in respect of their respective spaces.

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Hindaveer, Chak,  
Chairman Gosh  
Sudipha Gosh  
Biswanjit Chak

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within the aforesaid stipulated period, without any reasonable cause (excluding Force, Majeure as mentioned hereunder) in that case the **Landowners** will get reasonable compensation which will be fixed and or determined by the Arbitrators appointed by both the parties herein.

XIII. The **Landowners** herein may appoint and or engage any supervisor, agent, representative from their side for supervision, monitoring the throughout project work on behalf of the **Landowners** herein and he will communicate each and every future aspects, Quality of materials, Quality of work management, project time, completion time of every part of the project work to the **Landowners** herein.

**FORCE MAJEURE:**

- I. The parties hereto shall not be considered to be liable for any obligation contained in these presents to the relative obligations of prevented by the existence of the Force Majeure and shall be suspended from obligations during the duration of the force majeure.
- II. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, order or restraint from any Court of Law or statutory or Municipal or Judicial or Quasi-Judicial Authority and or other act, or commission beyond the power or control of the parties hereto.

**ARBITRATION:**

- I. All disputes and difference between the parties hereto regarding the construction or interpretation of any of the terms and condition herein contained and touching these presents or determination of any liability shall be referred to the Arbitrator to be appointed jointly and the same shall be deemed to be a Reference within meaning of the Arbitration and Conciliation Act, 1996.

S. K. Chak  
Adv.



Arul Kumar Das  
Chaitanya Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(26)

Arul Kumar Das  
Chaitanya Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

II. The arbitrator shall have summary power and the Award given by the Arbitrator shall be final and binding on the parties to the agreement.

III. The Arbitrator shall have power to give interim Award or Direction.

IV. Notwithstanding the arbitration clause as referred to hereinabove, the right to sue for specific performance of this contract by one party against the other shall remain unaffected.

V. All the terms or conditions and stipulations of this Agreement is irrevocable by either or the parties to this Agreement, during the subsistence of this agreement.

#### **JURISDICTION:**

The Court of Bolpur shall have the jurisdiction to entertain and determine between the parties hereto and in case of any disputes between the parties.

#### **SCHEDULE "A" ABOVE REFERRED TO**

District - Birbhum, P.S - Bolpur, Mouza - Bolpur, J.L. No.99, R.S. Khatian no.4236, 4237, 4238, R.S. Plot no.565/2761, L.R. Khatian no.11150, 23778, 23779, 23780, L.R. Plot no.1393, classification - Bastu, Total area of L.R. Plot no.1393 is 5.5 decimal, Holding no. 167/2 ward no.5(9) of Bolpur Municipality, (Holding situated at Bolpur School Bagan, area 18. Bolpur, District - Birbhum, West Bengal) which is butted and bounded as follows :-

S. K. Ghosh  
Adv

Contd. ....

Hirak Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(27)

SP. 11.11.11  
Biswajit Ghosh  
Sudipta Ghosh  
Chaina Ghosh  
Hirak Kumar Ghosh  
SREE KESARI DEVELOPERS CO.

**On the North** : Land of Ushasi Ghosh (Biswas) and Kamalvyas in L.R. Plot no.1394 (Part).

**On the South** : Land of DIPOK MUKHERJEE in L.R. plot no.1392.

**On the East** : 23' ft wide Municipal pucca Road.

**On the West** : Land of AMIYA MUKHERJEE in L.R. plot no.1388.

**SCHEDULE "B" ABOVE REFERRED TO**

**(Land Owner's Allocation)**

**The land owner no.1.Hirak Kumar Ghosh shall be entitled to get from the developer.**

Rs.20,00,000/- (Twenty lakh) out of which

a) Rs. 2,00,000/- (Two lakh) at the time of execution and registration of this development agreement.

b) Rs. 9,00,00/- ( Rupees Nine lakh) within 1(one) year from the date of Registered Development Agreement.

c) Rs. 9,00,000/- ( Rupees Nine lakh) within 2 years 6 months from the date of Registered Development Agreement.

In case of default there will be 5% simple interest per anum on the balance amount as a penalty to be paid by the developer to the owner no.1

**The land owner no.2)Chaina Ghosh land owner no.3)Sudipta Ghosh and land owner no.4)Biswajit Ghosh shall be jointy entitled to get from the developer.**

Rs.20,00,000/- (Rupees Twenty lakh) out of which

a) Rs. 2,00,000/- (Rupees Two lakh) at the time of execution and registration of this development agreement.

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Contd. ....



Shri. Laxmi Shrestha  
Chaitanya Shrestha  
Laxmi Shrestha  
Bijay Shrestha

(28)

b) Rs. 9,00,000/- ( Nine lakh)  
within 1(one) year from the date of Registered Development Agreement.

c) Rs. 9,00,000/- ( Nine lakh)  
within 2 years 6 months from the date of Registered Development Agreement

Be it noted there that payment should be made to the land owner No. 2,3,4 by separate cheque according to there equal amount

In case of default there will be 5% simple interest per anum on the balance amount as a penalty to be paid by the developer to the owner no.2,3 & 4 jointy.

**SCHEDULE "C" ABOVE REFERRED TO**

**(Developer's Allocation)**

The Developer shall be entitled to get all FAR or total constructional areas all inclusive as per sanctioned building plan to be obtained from Bolpur Municipality in the proposed Multi-storied Building as mentioned in **SCHEDULE "C"**.

**SCHEDULE "D" ABOVE REFERRED TO**

ALL THAT THE following portions shall be treated an common areas and facilities :-

- 1) Entrance gate. 2) Passage, 3) Over head water reservoir,
- 4) Underground water reservoir, 5) Rain water pipe line, 6) Soil pipe lines, 7) Pump space, 8) Meter Enclosure, 9) Exterior wall, 10) Roof, Roof parapet, 11) Stair, Stair case, Stair landing,
- 12) Drainage 13) Lift and lift space and all other common areas and facilities.

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SPECIALIST CONSTRUCTION CO.

Shale Kumar Ghosh  
Chama Ghosh  
Sudipta Ghosh  
Biswanjit Ghosh

(29)

**SCHEDULE 'E' ABOVE REFERRED TO**  
**SPECIFICATION**

Shree Krishna Construction Co.  
20/10/2019  
20/10/2019  
20/10/2019

- 1) **CONSTRUCTIONAL FEATURES** : The structure shall be of R.C.C. frame with internal and external partitions by first class bricks with cement mortar of requisite mix duly punned with plaster of parish. The external surface will be treated with standard water proof cement paint. The specification and colour combination will be in total conformity and harmony with the taste and life style of the inhabitants.
- 2) **ARCHITECTURAL STYLE**: Modern elevation finished in super snowcem texture finish combination.
- 3) **DOORS**: All doors will be Flush Door Commercial type finished with primer, bathroom door will be P.V.C.
- 4) **WINDOWS**: All windows make Aluminum Sliding with Grill and glazed glass.
- 5) **FLOORS**: Entire flat are laid with vitrified tiles flooring, toilet are laid with anti-skid tiles flooring and to skirting 4" height, and stair finish with marble.
- 6) **WALLS**: A) General — P.O.P. finish, B) Bath room walls — Glaze tiles up to door height, C) Kitchen walls — 2'-6" height glaze tiles above kitchen top'.
- 7) **KITCHEN**: Granite Stone top & stainless Steel Sink.
- 8) **TOILETS**: Marc / Essco C.P. fittings in the bathroom, and

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Hirak Kumar Ghosh  
Chaina Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

DATE  
Ch. Pradyumn Ghosh  
Sudipta Ghosh  
Biswajit Ghosh  
KAPUR KAPUR'S CONSTRUCTION CO.

(30)

white sanitary wares, Hind ware/ Parry ware / Gera or Equivalent.

- 9) **ELECTRICALS** : Concealed copper wiring with switches, plug point on all switch board, two light points and one fan point in each area, one light point & one exhaust fan point in kitchen.
- 10) **OTHER FACILITIES**: Bolpur Municipal water and pump for continuous water supply, lighting in common areas.
- 11) **LIFT**: Lift (reputed make) 3/5 persons.

**Mode of Payment Received within named land Owner's from within named Developer as per below.**

| Sl. No.      | Date       | Name of the Bank & Branch       | Cheque no./Draft no. | Paid to                                 | Amount in Rs.     |
|--------------|------------|---------------------------------|----------------------|---|-------------------|
| 1.           | 22/11/2019 | Bank of Baroda<br>Bolpur Branch | 000123               | Hirak Kumar<br>Ghosh Land<br>owner no.1 | 2,00,000/-        |
| 2.           | 22/11/2019 | Bank of Baroda<br>Bolpur Branch | 000124               | Chaina Ghosh<br>Land owner<br>no.2      | 66,666/-          |
| 3.           | 22/11/2019 | Bank of Baroda<br>Bolpur Branch | 000125               | Sudipta Ghosh<br>Land owner<br>no.3     | 66,667/-          |
| 4.           | 22/11/2019 | Bank of Baroda<br>Bolpur Branch | 000126               | Biswajit Ghosh<br>Land owner<br>no.4    | 66,667/-          |
| <b>Total</b> |            |                                 |                      |   | <b>4,00,000/-</b> |

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Hirak Kumar Ghosh Chaina  
Sudipta Ghosh Biswajit

Signature of **LAND OWNERS**

Hirak Kumar Ghosh  
Shreeta Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

REKHA CONSTRUCTION CO.  
17/11/2019  
17/11/2019

(31)

**Mode of Payment of Balance amount to be paid by the Developer by post dated cheques to the Land Owner's on the sanction date of Building plan**

**Hirak kumar Ghosh Land owner no1 -**

- a) Amount Rs. 9,00,000/ (Rupees Nine lakh) to be paid by Post Dated Bank Cheque after one year from the date of Registered Development Agreement.
- b) Rest amount of Rs 9,00,000/ (Rupees Nine lakh) only to be paid by Post Dated Bank Cheque after 2 years 06 month from the date of Registered Development Agreement.

**China Ghosh Land owner No.2 -**

will get Rs-3,00,000/ (Rupees Three Lakh) only by Post Dated Bank Cheque after one year from the date of Registered Development Agreement.

And rest amount of Rs 3,00,000/ (Rupees Three Lakh) by Post Dated Bank Cheque mentioning the cheque date after 2 years 06 month from the date of Registered Development Agreement.

**Sudipta Ghosh Land owner No.3-**

will get Rs-3,00,000/ (Rupees Three Lakh) by Post Dated Bank Cheque mentioning the cheque date after one year from the date of Registered Development Agreement  
And rest amount of Rs 3,00,000/ (Rupees Three Lakh) by Post Dated Bank Cheque mentioning the cheque date after 2 years 06 month from the date of Registered Development Agreement.

**Biswajit Ghosh Land Owner No.4-**

will get Rs-3,00,000/ (Rupees Three Lakh) by Post Dated Bank Cheque mentioning the cheque date after one year from the date of Registered Development Agreement

And rest amount of Rs 3,00,000/ (Rupees Three Lakh) by Post Dated Bank Cheque mentioning the cheque date after 2 years 06 month from the date of Registered Development Agreement.

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Hiral Kumar Ghosh  
Charna Ghosh  
Sudipta Ghosh  
Biswajit Ghosh

(32)

IN WITNESSES WHEREOF the hereunto set and subscribed their respective hands on the day, month and year first above written.

WITNESSES:

- 1) Poulkand Mondal  
S/O - Mihir Mondal  
Vill - Kankhauray, P.O - Paldar  
P.S. - Lohpur, Dist - Birbhum.
- 2) Bablu Halder  
Vill - Mulu.
- 3) Argha Mondal  
Vill - Trishulapatty  
Bolpur Birbhum

- 1) Hiral Kumar Ghosh
- 2) Charna Ghosh
- 3) Sudipta Ghosh
- 4) Biswajit Ghosh

Signature of the LANDOWNERS  
SREE KRISHNA CONSTRUCTION CO.

- 1) Sonkar Achar
- 2) Rajan Mondal
- 3) Chirakata Mukherjee

Partners of the Sree Krishna Construction  
Co DEVELOPERS

Drafted & Prepared by me :

Syed Lutful Kabir  
(Syed Lutful Kabir)

(Advocate, Bolpur Court)  
Enrolment No. WB 1279/1977

Typed by:

Saptam Chakraborty  
Saptam Chakraborty  
Bolpur, Birbhum.

Photo & Finger Print of Land owner

|             |              |             |               |             |               |            |
|-------------|--------------|-------------|---------------|-------------|---------------|------------|
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand  |
|             | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Right Hand |
|             | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |

*Hirale Amner Gosh*

Photo & Finger Print of Land owner

|             |              |             |               |             |               |            |
|-------------|--------------|-------------|---------------|-------------|---------------|------------|
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand  |
|             | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Right Hand |
|             | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |

*Chaina Gosh*

Photo & Finger Print of Land owner

|             |              |             |               |             |               |            |
|-------------|--------------|-------------|---------------|-------------|---------------|------------|
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand  |
|             | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Right Hand |
|             | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |

*Sudipta Gosh*



Photo & Finger Print of Land owner


Bi

|   |              |             |               |             |               |           |
|---|--------------|-------------|---------------|-------------|---------------|-----------|
| <del>(Photo)</del><br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand |
|   | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |           |

Biswinit Ghosh


Photo & Finger Print of Developer

Bi

|  |              |             |               |             |               |           |
|--|--------------|-------------|---------------|-------------|---------------|-----------|
| <del>(Photo)</del><br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand |
|  | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |           |


Danica Arora

Photo & Finger Print of Developer

|  |              |             |               |             |               |            |
|--|--------------|-------------|---------------|-------------|---------------|------------|
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand  |
|  | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |
|  | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Right Hand |

*Handwritten signature*

Photo & Finger Print of Developer

|  |              |             |               |             |               |            |
|--|--------------|-------------|---------------|-------------|---------------|------------|
| (Photo)<br> | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Left Hand  |
|  | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger |            |
|  | Thumb Finger | Fore Finger | Middle Finger | Ring Finger | Little Finger | Right Hand |

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*Handwritten signature*



GOVL. OF WEST BENGAL  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 192019200110168181 Payment Mode Online Payment  
GRN Date: 08/12/2019 11:09:42 Bank: State Bank of India  
BRN: IK0AIXZIK5 BRN Date: 08/12/2019 11:11:42

**DEPOSITOR'S DETAILS**

Id No. : 03030001670390/6/2019

[Query No./Query Year]

Name : SANKAR ADAK  
Contact No. : 9830962349 Mobile No. : +91 9830962349  
E-mail : sankaradak1966@gmail.com  
Address : KAIKHALI CHIRIAMOREPO and PSAirport Kol136  
Applicant Name : Mr SYED LUTFUL KABIR  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 6

**PAYMENT DETAILS**

| Sl. No. | Identification No.    | Head of A/C Description           | Head of A/C        | Amount[ ₹] |
|---------|-----------------------|-----------------------------------|--------------------|------------|
| 1       | 03030001670390/6/2019 | Property Registration- Stamp duty | 0030-02-103-003-02 | 199999     |

**Total**

199999

In Words : Rupees One Lakh Ninety Nine Thousand Nine Hundred Ninety Nine only

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

GRN: 19-201920-009616779-1  
 GRN Date: 20/11/2019 12:33:46  
 BRN: IK0AIDNOT9

Payment Mode: Online Payment  
 Bank: State Bank of India  
 BRN Date: 20/11/2019 12:38:14

**DEPOSITOR'S DETAILS**

Name: SANKAR ADAK  
 Contact No.:  
 E-mail: sankaradak1966@gmail.com  
 Address: KAIKHALI CHIRIAMORE KOL700052  
 Applicant Name: M. SYED LUTFUL KABIR  
 Office Name:  
 Office Address:  
 Status of Depositor: Buyer/Claimants  
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Payment No 4

Id No. : 03030001670390/4/2019  
(Query No./Query Year)

**PAYMENT DETAILS**

| Sl. No. | Identification No.    | Head of A/C Description                  | Head of A/C        | Amount |
|---------|-----------------------|--|--------------------|--------|
| 1       | 03030001670390/4/2019 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 11     |
| 2       | 03030001670390/4/2019 | Property Registration- Registration Fees | 0030-03-104-001-16 | 40014  |

**Total** 40025

In Words: Rupees Forty Thousand Twenty Five only



## Major Information of the Deed



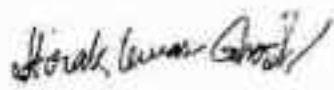


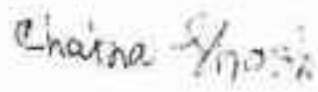


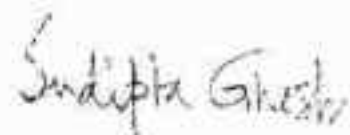
|  |  |  |                                 |                                    |
|--|--|--|---------------------------------|------------------------------------|
| Deed No :  | I-0303-09626/2019  |  | Date of Registration            | 10/12/2019                         |
| Query No / Year  | 0303-0001670390/2019   |  | Office where deed is registered | A.D.S.R. BOLPUR, District: Birbhum |
| Query Date   | 01/11/2019 10:29:10 AM   |  |                                 |                                    |
| Applicant Name, Address & Other Details                      | SYED LUTFUL KABIR<br>MULUK, District : Birbhum, WEST BENGAL, PIN - 731204, Mobile No. : 6297786679,<br>Status : Advocate                 |  |                                 |                                    |
| Transaction  | Additional Transaction   |  |                                 |                                    |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4306] Other than Immovable Property, Sale [Rs : 40,00,000/-] |  |                                 |                                    |
| Set Forth value  | Market Value   |  |                                 |                                    |
| Rs. 5,00,000/-   | Rs. 23,74,999/-  |  |                                 |                                    |
| Stamp duty Paid(SD)  | Registration Fee Paid  |  |                                 |                                    |
| Rs. 2,05,010/- (Article:48(g))                               | Rs. 40,014/- (Article:E, E, A(1))  |  |                                 |                                    |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urbar area)   |  |                                 |                                    |

### Land Details :



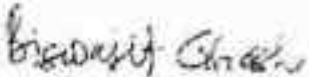
District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Road: College road, Mouza: Bolpur, JI No: 99, Pin Code : 731204

| Sch No | Plot Number          | Khatian Number       | Land Use Proposed ROR |       | Area of Land  | SetForth Value -(In Rs.) | Market Value -(In Rs.) | Other Details   |
|--------|----------------------|----------------------|-----------------------|-------|---------------|--------------------------|------------------------|---|
| L1     | LR-1393 (RS :-2761 ) | LR-11150             | Vastu                 | Vastu | 2.75 Dec      | 2,50,000/-               | 11,87,500/-            | Width of Approach Road: 23 Ft., Adjacent to Metal Road. |
| L2     | LR-1393 (RS :-2761 ) | LR-23778             | Vastu                 | Vastu | 0.917 Dec     | 85,000/-                 | 3,95,977/-             | Width of Approach Road: 23 Ft., Adjacent to Metal Road. |
| L3     | LR-1393 (RS :-2761 ) | LR-23779             | Vastu                 | Vastu | 0.917 Dec     | 85,000/-                 | 3,95,977/-             | Width of Approach Road: 23 Ft., Adjacent to Metal Road. |
| L4     | LR-1393 (RS :-2761 ) | LR-23780             | Vastu                 | Vastu | 0.916 Dec     | 80,000/-                 | 3,95,545/-             | Width of Approach Road: 23 Ft., Adjacent to Metal Road. |
|        |                      | <b>TOTAL :</b>       |                       |       | <b>5.5Dec</b> | <b>5,00,000 /-</b>       | <b>23,74,999 /-</b>    |   |
|        |                      | <b>Grand Total :</b> |                       |       | <b>5.5Dec</b> | <b>5,00,000 /-</b>       | <b>23,74,999 /-</b>    |   |

**Land Lord Details :**

| Sl No  | Name,Address,Photo,Finger print and Signature   |   |  |   |
|--|---|---|--|---|
| 1  | <b>Name</b>   | <b>Photo</b>  | <b>Finger Print</b>  | <b>Signature</b>  |
|  | <b>Hirak Kumar Ghosh</b><br>(Presentant)<br>Son of Late Bipad Bharjan Ghosh<br>Executed by: Self, Date of Execution: 22/11/2019<br>, Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office | <br>10/12/2019   | <br>LTI<br>10/12/2019   | <br>10/12/2019   |
| School Bagan, Bolpur, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADJPG0254A, Aadhaar No: 58xxxxxxxx9709, Status :Individual, Executed by: Self, Date of Execution: 22/11/2019 , Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office   |   |   |  |   |
| 2  | <b>Name</b>   | <b>Photo</b>  | <b>Finger Print</b>  | <b>Signature</b>  |
|  | <b>Chaina Ghosh</b><br>Wife of Late Manikeshwor Ghosh<br>Executed by: Self, Date of Execution: 22/11/2019<br>, Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office                       | <br>10/12/2019  | <br>LTI<br>10/12/2019  | <br>10/12/2019   |
| School Bagan, Bolpur, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BNFPG0985D, Aadhaar No: 69xxxxxxxx8965, Status :Individual, Executed by: Self, Date of Execution: 22/11/2019 , Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office |   |   |  |   |
| 3  | <b>Name</b>   | <b>Photo</b>  | <b>Finger Print</b>  | <b>Signature</b>  |
|  | <b>Sudipta Ghosh</b><br>Son of Late Manikeshwor Ghosh<br>Executed by: Self, Date of Execution: 22/11/2019<br>, Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office                       | <br>10/12/2019 | <br>LTI<br>10/12/2019 | <br>10/12/2019 |
| School Bagan, Bolpur, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: CHTPG0266J, Aadhaar No: 54xxxxxxxx8255, Status :Individual, Executed by: Self, Date of Execution: 22/11/2019 , Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office   |   |   |  |   |









| 4  | Name   | Photo   | Finger Print  | Signature  |
|--|--|---|---|--|
|  | <b>Biswajit Ghosh</b><br>Son of Late Manikeshwar Ghosh<br>Executed by: Self, Date of Execution: 22/11/2019<br>, Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office | <br><small>10/12/2019</small> | <br><small>LTI<br/>10/12/2019</small> | <br><small>10/12/2019</small> |
| School Bagan, Bolpur, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AHAPG2406K, Aadhaar No: 86xxxxxxxx6516, Status :Individual, Executed by: Self, Date of Execution: 22/11/2019 , Admitted by: Self, Date of Admission: 10/12/2019 ,Place : Office |  |   |   |  |

**Developer Details :**



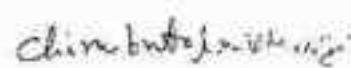
| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>SREE KRISHNA CONSTRUCTION CO</b><br>Super Market, Bolpur, Stall No- 73, Block/Sector: A, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204 , PAN No.:: ADRFS6195E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No  | Name,Address,Photo,Finger print and Signature  |  |  |              |           |  |  |  |  |
|--|--|--|--|--------------|-----------|--|--|--|--|
| 1  | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Sankar Adak</b><br/>           Son of Late Basanta Adak<br/>           Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office         </td> <td> <br/> <small>Dec 10 2019 2:54PM</small> </td> <td> <br/> <small>LTI<br/>10/12/2019</small> </td> <td> <br/> <small>10/12/2019</small> </td> </tr> </tbody> </table> Kaikhalli Chiriamore, Kol-700136, P.O:- R Gopalpur, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFLPA1355E, Aadhaar No: 81xxxxxxxx0318 Status : Representative, Representative of : SREE KRISHNA CONSTRUCTION CO (as Partners) | Name   | Photo  | Finger Print | Signature | <b>Sankar Adak</b><br>Son of Late Basanta Adak<br>Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office    | <br><small>Dec 10 2019 2:54PM</small> | <br><small>LTI<br/>10/12/2019</small> | <br><small>10/12/2019</small> |
| Name   | Photo  | Finger Print   | Signature  |              |           |  |  |  |  |
| <b>Sankar Adak</b><br>Son of Late Basanta Adak<br>Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office    | <br><small>Dec 10 2019 2:54PM</small>   | <br><small>LTI<br/>10/12/2019</small> | <br><small>10/12/2019</small> |              |           |  |  |  |  |
| 2  | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Dayamoy Mondal</b><br/>           Son of Late Tamal Mondal<br/>           Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office         </td> <td> <br/> <small>Dec 10 2019 2:52PM</small> </td> <td> <br/> <small>LTI<br/>10/12/2019</small> </td> <td> <br/> <small>10/12/2019</small> </td> </tr> </tbody> </table>  | Name   | Photo  | Finger Print | Signature | <b>Dayamoy Mondal</b><br>Son of Late Tamal Mondal<br>Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office | <br><small>Dec 10 2019 2:52PM</small> | <br><small>LTI<br/>10/12/2019</small> | <br><small>10/12/2019</small> |
| Name   | Photo  | Finger Print   | Signature  |              |           |  |  |  |  |
| <b>Dayamoy Mondal</b><br>Son of Late Tamal Mondal<br>Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office | <br><small>Dec 10 2019 2:52PM</small>   | <br><small>LTI<br/>10/12/2019</small> | <br><small>10/12/2019</small> |              |           |  |  |  |  |

Kunchly, P.O:- K Gopalpur, P.S:- Bolpur, District:-Birbhum, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BUKPM7209N, Aadhaar N 73xxxxxxx7928 Status : Representative, Representative of : SREE KRISHNA CONSTRUCTION CO (as Partners)

3

| Name  | Photo   | Finger Print   | Signature   |
|---|---|--|---|
| <b>Chirabrata Mukherjee</b><br>Son of Satyanarayan Mukherjee<br>Date of Execution - 22/11/2019, , Admitted by: Self, Date of Admission: 10/12/2019, Place of Admission of Execution: Office |  |  |  |
|   | Dec 10 2019 2:53PM  | L1<br>10/12/2019   | 10/12/2019  |

Goalpara, P.O:- Santiniketan, P.S:- Bolpur, District:-Birbhum, West Bengal, India, PIN - 731235, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 66xxxxxxxx6839 Status : Representative, Representative of : SREE KRISHNA CONSTRUCTION CO (as Partners)

**Identifier Details :**

| Name   | Photo  | Finger Print   | Signature  |
|--|--|--|--|
| <b>Pallab Mondal</b><br>Son of Mihir Mondal<br>Palsa, P.O:- Kashiara, P.S:- Panrui,<br>District:-Birbhum, West Bengal, India, PIN - 731302 |  |  |  |
|  | 10/12/2019   | 10/12/2019   | 10/12/2019   |

Identifier Of HIRAK KUMAR GHOSH, CHAINA GHOSH, SUDIPTA GHOSH, BISWAJIT GHOSH, SANKAR ADAK, DAYAMOY MONDAL, CHIRABRATA MUKHERJEE

**Transfer of property for L1**

| Sl.No | From              | To. with area (Name-Area)             |
|-------|-------------------|---------------------------------------|
| 1     | Hirak Kumar Ghosh | SREE KRISHNA CONSTRUCTION CO-2.75 Dec |

**Transfer of property for L2**

| Sl.No | From          | To. with area (Name-Area)              |
|-------|---------------|--|
| 1     | Sudipta Ghosh | SREE KRISHNA CONSTRUCTION CO-0.917 Dec |

**Transfer of property for L3**

| Sl.No | From          | To. with area (Name-Area)              |
|-------|---------------|--|
| 1     | Sudipta Ghosh | SREE KRISHNA CONSTRUCTION CO-0.917 Dec |

**Transfer of property for L4**

| Sl.No | From           | To. with area (Name-Area)              |
|-------|----------------|--|
| 1     | Biswajit Ghosh | SREE KRISHNA CONSTRUCTION CO-0.916 Dec |



# Land Details as per Land Record

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Road: College road, Mouza: Bolpur, JI No: 99. Pin Code: 731204

| Sch No | Plot & Khatian Number                    | Details Of Land  | Owner name in English as selected by Applicant |
|--------|--|--|--|
| L1     | LR Plot No:- 1393, LR Khatian No:- 11150 | Owner:বীরক কুমার ঘোষ, Gurdian:বিশদ ভূষা, Address:নিজ, Classification:বাড়, Area:0.02750000 Acre, | Hirak Kumar Ghosh                              |
| L2     | LR Plot No:- 1393, LR Khatian No:- 23778 | Owner:চাইনা ঘোষ, Gurdian:মানিকেশ ঘো, Address:নিজ, Classification:বাড়, Area:0.00910000 Acre,     | Chaina Ghosh                                   |
| L3     | LR Plot No:- 1393, LR Khatian No:- 23779 | Owner:সুদীপ্তা ঘোষ, Gurdian:মানিকেশ ঘো, Address:নিজ, Classification:বাড়, Area:0.00920000 Acre,  | Sudipta Ghosh                                  |
| L4     | LR Plot No:- 1393, LR Khatian No:- 23780 | Owner:বিস্বজিত ঘোষ, Gurdian:মানিকেশ ঘো, Address:নিজ, Classification:বাড়, Area:0.00920000 Acre,  | Biswajit Ghosh                                 |

## Endorsement For Deed Number : I - 030309626 / 2019

On 01-11-2019

Certificate of Market Value (WB PUV) rules of 2001

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 23,74,999/-

*[Signature]*

Kamalika Datta  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BOLPUR  
Birbhum, West Bengal

On 05-12-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,014/- ( A(1) = Rs 40,000/-, E = Rs 14/- ) and Registration Fees paid by by online = Rs 40,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/11/2019 12:38PM with Govt. Ref. No: 192019200096167791 on 20-11-2019, Amount Rs: 40,014/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AIDNOT9 on 20-11-2019, Head of Account 0030-03-104-001-16

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 2,05,010/- and Stamp Duty paid by by online = Rs 11/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/11/2019 12:38PM with Govt. Ref. No: 192019200096167791 on 20-11-2019, Amount Rs: 11/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AIDNOT9 on 20-11-2019, Head of Account 0030-02-103-003-02

*[Signature]*

Kamalika Datta

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

Birbhum, West Bengal

On 10-12-2019

### 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 14:25 hrs on 10-12-2019, at the Office of the A.D.S.R. BOLPUR by HIRAK KUMAR GHOSH, one of the Executants.

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

Execution is admitted on 10/12/2019 by 1. HIRAK KUMAR GHOSH, Son of Late Bipad Bhanjan Ghosh, School Bagan, Bolpur, P.O: Bolpur, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by Profession Others, 2. Chaina Ghosh, Wife of Late Manikeshwar Ghosh, School Bagan, Bolpur, P.O: Bolpur, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by Profession Others, 3. SUDIPTA GHOSH, Son of Late Manikeshwar Ghosh, School Bagan, Bolpur, P.O: Bolpur, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by Profession Others, 4. Biswajit Ghosh, Son of Late Manikeshwar Ghosh, School Bagan, Bolpur, P.O: Bolpur, Thana: Bolpur, , City/Town: BOLPUR, Birbhum, WEST BENGAL, India, PIN - 731204, by caste Hindu, by Profession Others

Indetified by Pallab Mondal, . . Son of Mihir Mondal, Palsa, P.O: Kashiara, Thana: Panrui, , Birbhum, WEST BENGAL, India, PIN - 731302, by caste Hindu, by profession Others

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

Execution is admitted on 10-12-2019 by Sankar Adak, Partners, SREE KRISHNA CONSTRUCTION CO (Partnership Firm), Super Market, Bolpur, Stall No- 73, Block/Sector: A, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:-Birbhum, West Bengal, India, PIN - 731204

Indetified by Pallab Mondal, . . Son of Mihir Mondal, Palsa, P.O: Kashiara, Thana: Panrui, , Birbhum, WEST BENGAL, India, PIN - 731302, by caste Hindu, by profession Others

Execution is admitted on 10-12-2019 by Dayamoy Mondal, Partners, SREE KRISHNA CONSTRUCTION CO (Partnership Firm), Super Market, Bolpur, Stall No- 73, Block/Sector: A, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:- Birbhum, West Bengal, India, PIN - 731204

Indetified by Pallab Mondal, . . Son of Mihir Mondal, Palsa, P.O: Kashiara, Thana: Panrui, , Birbhum, WEST BENGAL, India, PIN - 731302, by caste Hindu, by profession Others

Execution is admitted on 10-12-2019 by Chirabrata Mukherjee, Partners, SREE KRISHNA CONSTRUCTION CO (Partnership Firm), Super Market, Bolpur, Stall No- 73, Block/Sector: A, P.O:- Bolpur, P.S:- Bolpur, Bolpur, District:- Birbhum, West Bengal, India, PIN - 731204



Identified by Pallab Mondal, . . , Son of Mihir Mondal, Palsa,, P.O: Kashiara, Thana: Panrui, . Birbhum, WEST BENGAL  
India, PIN - 731302, by caste Hindu, by profession Others

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,014/- ( A(1) = Rs 40,000/- .E = Rs 14/- )  
and Registration Fees paid by Cash Rs 0/-, by online = Rs 0/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/12/2019 11:11AM with Govt. Ref. No: 192019200110168181 on 08-12-2019, Amount Rs: 0/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK0AIXZIK5 on 08-12-2019, Head of Account

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 2,05,010/- and Stamp Duty paid by Stamp Rs  
5,000/-, by online = Rs 1,99,999/-

#### Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 24024, Amount: Rs.5,000/-, Date of Purchase: 15/11/2019, Vendor name:  
Mathura Bihari Basu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/12/2019 11:11AM with Govt. Ref. No: 192019200110168181 on 08-12-2019, Amount Rs: 1,99,999/-  
Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AIXZIK5 on 08-12-2019, Head of Account 0030-02-103-003-0

*Kamalika Datta*

**Kamalika Datta**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BOLPUR**  
**Birbhum, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0303-2019, Page from 197967 to 198026  
being No 030309626 for the year 2019.



Digitally signed by KAMALIKA DATTA  
Date: 2019.12.11 12:58:52 +05:30  
Reason: Digital Signing of Deed.

*Kamaliika*

(Kamalika Datta) 2019/12/11 12:58:52 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BOLPUR  
West Bengal.

(This document is digitally signed.)



व.नं ३३००

T- 3240



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 604626

16/04/2019  
(6) 599975/19

Ushasi Ghosh (Biswas)  
Kamal Vyas

SREE KRISHNA CONSTRUCTION CO.  
Partners  
Srinivasan  
Srinivasan

Free that the Endorsement  
Sheet / Sheets and Signature Sheet  
are attached to this Document  
as part of the Document itself.

del. Dist. Sub-Registrar  
Bolpur, Birbhum  
16 APR 2019

Alkalin  
Adv

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made on this  
16<sup>th</sup> day of April 2019 (Two thousand nineteen)

BETWEEN

MRS. USHASI GHOSH (BISWAS) (HAVING PAN-  
BLFPG1880D) wife of Sri Parichay Ghosh by Caste  
Hindu, Nationality-Indian, by occupation Service  
AND SRI KAMAL VYAS (HAVING PAN-  
AZWPV6287H) Son of Late Chamanlal Vyas by  
Caste-Hindu, by Profession Priest, both are  
resident of School Bagan, Bolpur, Post Office and  
P.S. Bolpur, District-Birbhum, PIN-731204, W.B.  
hereinafter called the "LAND OWNERS" (which  
expression shall unless excluded by or repugnant  
to the context be deemed to mean and include  
their heris representatives and assigns of the ONE  
PART.

AND

Ushasi Ghosh  
Kamal Vyas  
SREE KRISHNA CONSTRUCTION CO  
Bari - Bolpur  
Dinabandhu Singha  
Chintan Pradhan

"SREE KRISHNA CONSTRUCTION CO" being PAN- AAG634747E, GST Registration No. 19ADRF56195E1ZC, a partnership firm having its office at Bolpur Super Market, Block-A, Ground Floor, Stall No. 73, P.O. & P.S. Bolpur (Santiniketan Road), District- Birbhum, PIN-731204 represented by its partners (1) SRI SANKAR ADAK, son of Late Basanta Kumar Adak, having PAN- FLPA1355E, residing at Kaikhali, Chiria More (Shibtola), P.O.-R. Gopalpur, P.S.- Airport, Kolkata - 700136 (2) SRI DAYAMOY MONDAL son of Late Tamal Mondal, having PAN- BUKPM7209M, residing at Vill- Kunchly, P.O. K-Gopalpur, P.S.-Santiniketan, Dist.-Birbhum, PIN-731204 AND (3) SRI CHIRABRATA MUKHERJEE son of Satyanarayan Mukherjee having PAN- BMHPN8864L, residing at Goalpara, P.O. & P.S.- Santiniketan, District-Birbhum, PIN- 731235, all are by caste-Hindu, by occupation- Business, Nationality-Indian, hereinafter referred to and called as the "DEVELOPER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS one Mr. Chamanlal Vyas son of Late Babulal Vyas of Bolpur, P.O.-Bolpur, District-Birbhum was the original recorded owner of R.S. Plot No. 565/2760, classification Bari, measuring 33 decimal land of mouza Bolpur, J.L. No. 99 under P.S. Bolpur, District- Birbhum, W.B.

WHEREAS R.S. Record of right (R.S. Khatian No. 3896, 3897, and 3898) stands in the name of abovenamed Chamanlal Vyas.

WHEREAS due to transfer of some portion of said Plot of land by Chamanlal Vyas in R.S. Plot No. 565/2760, remaining area of that Plot remain in the name of original owner Chamanlal Vyas.

WHEREAS at the time of L.R. Settlement of mouza Bolpur R.S. Plot No. 565/2760 with an area 33 decimals has been converted into 4 Nos. of L.R. Plots viz. 1385, 1386, 1395 and 1394 respectively, out of that Plots L.R. Plot No. 1385 and 1395 has been recorded in the name of others, remaining two L.R. Plot No. i.e. 1386 and 1394 remains in the name of Chamanlal Vyas.

WHEREAS Chamanlal Vyas transferred 5.5 decimal land to Smt. Ila Mazumder wife of Sri Amit Mazumdar vide sale deed No. 2953 dt. 16.04.1979 of A.D.S.R. Bolpur. The purchased land of Ila Mazumder has been recorded in L.R. Khatian No. 11936, L.R. Plot No. 1386 of Mouza-Bolpur.

WHEREAS above mentioned Ila Mazumder gifted 05 decimal out of her 5.5 decimal of land from her purchased land to her husband Amit Mazumder dt. 21.12.1981. Thereafter Amit Mazumder transferred said 05 decimal land to Dinabandhu Singha and Soma Singha vide Sale deed No. 7691/2008 of A.D.S.R. Bolpur.

S. K. Ghosh  
Amit



Ushasi Ghosh  
(Biswas)  
Kamal Vyas  
SHRIMATI UTTAM CONSTRUCTION CO.  
Smt. Hena Vyas  
Smt. Hena Vyas  
Smt. Hena Vyas  
Smt. Hena Vyas

WHEREAS after the death of Chamanlal Vyas (Dt. 04.06.1993) remaining 2.5 decimal land in L.R. Plot No. 1386 and Full 08 decimal land in L.R. Plot No. 1394, totaling 10.5 decimal land developed upon his wife Chandya Vyas, two sons Jayanta Kumar Vyas Kamal Kumar Vyas and one daughter, Hence Vyas (Biswas) in equal share i.e. 2.625 decimal in each share.

WHEREAS after the death of Chandya Vyas (Dt. 28.09.2007) the share of Chandya Vyas i.e. 2.625 decimal land devolved upon her two sons Jayanta Kumar Vyas, Kamal Kumar Vyas and only one daughter. Hence Biswas wife of Uttam Biswas in equal share i.e.  $\frac{1}{3}$  share (0.875 decimal) each from 2.625 decimal land left by Chanda Vyas.

WHEREAS Jayanta Kumar Vyas died dated 15.12.2011 in unmarried condition his 2.625 decimal + 0.875 decimal = 3.5 decimal of land developed upon his brother Kamal Kumar Vyas and sister Hena Vyas Biswas in equal share i.e. 1.75 decimal land got each of them.

WHEREAS from above mentioned clarification Hena Vyas Biswas got 2.625 decimal land from her father Chamanlal Vyas, and 0.875 decimal land from her mother Chanda Vyas and lastly she got 1.75 decimal land from her unmarried brother Jayanta Kumar Vyas. Subsequently 2.625 + 0.875 + 1.75 decimal = 5.25 decimal land is the owner of Smt. Hena Vyas Biswas wife of Uttam Biswas.

WHEREAS after the death of Hena Vyas Biswas her 5.25 decimal land developed upon her husband Uttam Kumar Biswas and only daughter Ushasi Ghosh (Biswas) wife of Sri Parichay Ghosh in equal share. Thereafter unfortunately fully 5.25 decimal land has been recorded in the name of Ushasi Ghosh Partly in L.R. Plot No. 1386 with a area 1.25 decimal and partly in L.R. Plot No. 1394 with an area 04 (Four) decimal, both plots recorded in L.R. Khatian No. 21390 of Mouza Bolpur, though father of Ushasi Ghosh is the owner of half portion land which left by Hena Vyas Biswas.

WHEREAS for the support of above noted L.R. Record in the name of Ushasi Ghosh's, her father whole heartedly gifted his share i.e.: 0.625 decimal from L.R. Plot No. 1386 and 02 decimal of land from L.R. Plot No. 1394 totaling 2.625 decimal with undivided 2.50 Sq.ft. area in ground floor and 200 Sq.ft. undivided area in first floor of 30 years old pucca two storied house mentioned from R.S. Plot No. 565/2760, R.S. Khatian No. 3896, 3897, 3898, L.R. Khatian No. 21390, L.R. Plot No. 1386 and 1394 in favour of his only daughter Ushasi Ghosh (Biswas) wife of Sri Parichay Ghosh of Bolpur.

WHEREAS Kamal Kumar Vyas S/o Late Chamanlal Vyas got, 2.625 decimal from land his father as heir and 0.875 decimal land from his mother Chandya Vyas and lastly he got 1.75 decimal of land from his unmarried brother Jayanta Kumar Vyas. Totaling 2.625 decimal + 0.875 decimal + 1.75 decimal = 5.25 decimal land got in his share.

Ushasi Ghosh  
A.B.V.

Ushasi Ghosh  
(Biswas)  
Kamal Vyas

Partner  
SREE KRISHNA CONSTRUCTION CO.  
Bolu - 731204

Chintan Mondal  
Chintan Mondal

The above noted land recorded in L.R. Khatian No. 19868 and 16.53 classification Vity, in L.R. Plot No. 1386 in 1.25 decimal and in L.R. Plot No. 1394 is 04 decimal.

WHEREAS by the strength of heirs and deed of gift and recorded owners USHASI GHOSH (BISWAS) and SRI KAMAL KUMAR VYAS the owners herein jointly seized and possessed and sufficiently entitled of all that land measuring about 5.25 decimal + 5.25 decimal total land area 10.50 decimal equivalent to 6 (Six) Cottahs 5 (Five) Chittaks 28.8 Sq.ft. (Twenty eight point eight) more or less be the same a little more or less lying and situated at Mouza- Bolpur, Block- Bolpur, J.L. No. 99, P.S. Bolpur, District-Birbhum, within the jurisdiction of A.D.S.R. Bolpur lying and situated at P.O. & P.S. Bolpur, District - Birbhum, morefully describe in the schedule hereunder written.

**Desire of Development of the land and Acceptance:** The said owner herein express their desired to develop the aforesaid land by constructing a multi storied building as per building Sanctioned and the Developer accepted the said proposal and the Owners have decided to enter into Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written and for the smooth running of the said project has agreed to execute a Development Power of Attorney, by which the landowner herein have appointed and nominated the Developer herein as their Constituted Attorneys and to avoid future contradiction and confrontation both the parties have agreed to execute a formal Development Agreement with proper notification of the allocation shared between the landowners and developer.

AND WHEREAS the said owner Ushasi Ghosh and Kamal Kumar Vyas entered into Development Agreement with "SREE KRISHNA CONSTRUCTION CO." being PAN No. AAGCV4747E, GST Registration No. 19ADRF56195EIZC, a Partnership Firm, having its Office at Bolpur Super Market, Bloek-A, Ground Floor, Stall No. 73, P.O. & P.S. Bolpur (Santiniketan Road), District Birbhum, PIN-731204, and the terms and consitions mentioned for the purpose of developing the said property into a multi Storied Building consisting of several flats, shops and car parking space and also arrange for sale of undivided proportionate share of land including other land, easement rights, thereof as per the sanctioned Plan to the purchaser or to the Developer's.

**NOW THIS AGREEMTN FOR DEVELOPMENT WITNESSETH as follows:-**

**ARTICLE - I, DEFINITION**

1.1 **BUILDING** : shall man multi storied building so to be constructed according to the plan, so to be sanctioned at the instance of the developer by the competent authority and so to be constructed on the said premises of the landowners morefully described in the First Schedule written herein below.

Ushasi Ghosh  
Kamal Vyas



Ushasi Ghosh  
Biswa  
Kamal Vyas  
SREE KRISHNA CONSTRUCTION CO.  
Partners  
2017-18  
Dipankar Mondal  
Chintanika

- 1.2 **COMMON FACILITIES AND AMENITIES:** shall mean entrance of the building, staircase, roof of the building, pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 1.3 **SALEABLE SPACE:** shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Owners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 1.4 **LANDOWNER ALLOCATION:** The owners will get 40% area as per sanction building plan and refundable/adjustable amount Rs. 4,00,000/- (Rupees Four Lac) only against their land which land will be freely available in the premises of the land owners, and after construction of the new proposed building to be delivered free of cost to the landowner by the developer as consideration for the construction and for transferring the constructed area including proportionate share of land and all other common facilities of the new proposed building and **One alternative shifting** till the handover the owners allocation and specifically mentioned that after **Ground Floor Roof Casting** the owners allocation position will be settled between the parties by a separate supplementary Agreement, morefully described in the Second Schedule written herein below.
- 1.5 **DEVELOPER'S ALLOCATION:** shall mean all the remaining constructed area of the proposed multi storied building, excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building which is morefully described in Third Schedule written herein below.
- 1.6 **ARCHITECT / ENGINEER :** shall mean such person or persons, being appointed by the Developer.
- 1.7 **TRANSFER:** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowners as a transfer of space in the said building to intending purchasers thereof.
- 1.8 **BUILDING PLAN :** shall mean such plan for the construction of the multi storied building, which will to be sanctioned by the competent authority or the authority concern in the name of the landowners for construction of the building including its modification and amenities and alterations.

Ushasi  
Biswa  
Kamal

Ushosi Ghosh  
 (Biswas)  
 Kamal Nyes  
 Partner  
 SRI KRISHNA CONSTRUCTION CO.  
 Pvt. Ltd. Ho-204  
 Puri  
 Chhatrapati  
 Chhatrapati

1.9 **PREMISES** : shall exclusively mean All That piece or parcel of undivided undemarcated plot of land measuring 5.25 Satak + 5.25 Satak total land area is 10.50 Satak equivalent to 6 (six) Cottahs 5 (five) Chittacks 28.8 (Twenty eight point eight) Sq.ft. more or less including a 30 years old two storied building, whose area of Ground Floor 1000 Sq.Ft. and area of First Floor 800 Sq.Ft. which land will be freely available in the premises of the land owners be the same a little more or less lying and situated at Mouza- Bolpur, Block-Bolpur, J.L. No. 19, P.S. Bolpur, Within The Jurisdiction Of A.D.S.R. Bolpur, lying an situated at Vill & P.O. & P.S. Bolpur, District- Birbhum, under the Bolpur Municipal Corporation within Ward No. 09 (Nine), Holding No. 167/129, morefully described in the First Schedule hereunder written.

1.10 **BUILT UP AREA (For any individual unit)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

1.11 **COVERED AREA (For any individual unit)** : Here covered area means total build up area for any unit plus proportionate share of stairs, lobby.

1.12 **SUPER BUILT UP AREA (For any individual unit)** : Here Super Build Up area means the total covered area plus proportionate share of service area.

**ARTICLE – II, COMMENCEMENT**

2.1 This Agreement shall be deemed to have been commenced on and with effect from after getting sanction of plan from Bolpur Municipality, Bolpur, Birbhum.

**ARTICLE – III, LANDOWNER RIGHT & REPRESENTATION**

3.1 **POSSESSION** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.

3.2 The said land premises is free from all encumbrances and the landowners have marketable title in respect of the said premises.

**ARTICLE – IV, DEVELOPER'S RIGHTS**

4.1 The Developer shall have authority to deal with the property in terms the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

*Attabir*



Ushasi Ghosh  
(Business)  
Kamal Vyas

ABEE KRISHNA CONSTRUCTION CO.  
Partners  
Kamal Vyas

Pradyumn Handal  
Chandrasekhar

4.2 The landowner hereby grant permission, subject to what have been hereunder provided, exclusive rights to the developer to build new building upon the said premises in accordance with the plan sanctioned by the competent authority or the authority concern in the name of the landowners with or without any amendment and/or modification there to be made or caused to be made by the parties thereto.

4.3 All applications, plans and other papers and documents that may be required by the developer for the purpose of obtaining necessary sanction from the competent authority or the authority concern shall be prepared and submitted by the developer on behalf of the landowners and the landowners shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the developer and all original Documents in respect of the land handover by the owner to the Developer at the time of Signing of this Sanctioned building plan and thereafter the said Handover by the owner to the Association of the building.

4.4 That the Developer shall carry total construction work of the present building at their own costs and will take the sale proceeds of Developer's Allocation exclusively.

4.5 Booking from intending purchaser for Developer's Allocation will be taken by the developer and the agreement with the intending purchasers will be signed in their own names on behalf of the landowner as a Registered Development Power of Attorney Holders.

4.6 The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the landowners. The profit & loss, earned from the project will be entirely received or borne by the developer and no amount will be adjusted from the Owners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

4.7 Developer are empowered to collect consideration money from the sale of Developer's Allocation from the intending purchaser and issue money receipt in their own names. And moreover take advance and full and final consideration from the intending purchasers for Developer's Allocation only.

4.8 On completion of the proposed building, when the flats are ready for giving possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the landowners and the landowners will also sign as confirming party, if needed. The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the landowners, provided that Developer

Alkabe  
A.V.

Ushini Gohda  
(Biswas)  
Kunal Vyas  
Partner  
SREE KRISHNA CONSTRUCTION CO.  
Rajiv Handa  
Chintan

will remain legally bound to handover and/or deliver up the peaceful vacant possession of all the owner's flats, having been completed in all respect as agreed hereunder.

4.9 All construction cost will be borne by the promoter/developer. No liability on account of construction cost will be charged from Owner Allocation.

ARTICLE - V, CONSIDERATION

5.1 The Developer have agreed to build the said proposed building at their own cost and expenses and landowners shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises, and to commercially exploit the said premises the developer have agreed to provide the landowners the space defined in Owners' Allocation.

5.2 In consideration of the landowners having agreed to grant exclusive right for developing the said premises in addition to the Owners' Allocation as herein provided, as mentioned earlier.

5.3 Apart from the aforesaid consideration, which has already been made by the developer to the landowners, the Developer have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration on the part of the Developer without any right of reimbursement from the owners as follows:-

Alkalin

- (a) Space allocation to the landowners.
- (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- (c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the competent authority or the authority concern.
- (d) Costs, charges and expenses incurred for engagement of Engineers, if any and also sewerage, drainage and other connections.
- (e) Fees payable to Architect and/or the Engineers as also fees payable to the competent authority or the authority concern for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
- (f) Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said premises.
- (g) Cost of supervision of construction of the Owners Allocation of the said premises.



Ushasi Lalwani  
(Business)  
Komal Wason  
SEE KASHIHA CONSTRUCTION CO.  
Partner or Agent  
Rajwade Khandel  
Chintan Wason

5.4 The landowners having agreed to grant exclusive right for developing the said premises in term of these presents the developer have agreed, undertaken to build the said building and or development of the land.

ARTICLE – VI, PROCEDURE

6.1 The landowners shall grant to the developer Registered General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the competent authority or the authority concern and other authorities and also for selling, transferring and conveying Developer's Allocation and for executing deed of conveyance and handing over physical as well as legal and identical position of the Developer's Allocation to the intending purchaser/purchasers.

ARTICLE – VII, DEALING OF SPACE IN THE BUILDING

7.1 The Developer shall on completion of the new building put the land owners in undisputed possession of the Owners' Allocation Together With all rights of the common facilities and amenities as mentioned earlier.

7.2 The landowners shall be entitled to transfer deal with Owners' Allocation in the building.

7.3 The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the landowners and the landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7.4 In so far as necessary all dealing by the Developer's in respect of the building including Agreement for Sale or any kind of transfer receiving advance money concerning Developer's Allocation shall be in the name of the landowner for which purpose of the landowner undertake to give the developer or the Developer's agent, a Register General Power of Attorney in a form and manner required by the Developer. It being understood that such dealing shall not in any manner fasten or create any financial liability upon the landowners.

Provided However the cost of conveyance or conveyances including Non Judicial Stamps and Registration expenses and all other legal expenses all other legal expenses shall be borne and paid buy the developer or by the developer's such nominee or nominees.

Ushasi

Ushasi Gokash  
(Biswas)  
Kamal Vyas

Partner  
SREE KRISHNA CONSTRUCTION CO.  
Date: 02/10/2016

Chintan Kumar  
Chintan Kumar

**ARTICLE - VIII, SPACE ALLOCATION**

8.1 On completion of the proposed building and after obtaining possession of the Owners' Allocation, the landowners agree to sign, execute and register at the cost of the promoter or intending buyer all such agreement, document, instruments and writings as may be necessary and expedient for the purpose of transfer or sale of the Developer's Allocation.

**ARTICLE -IX, POWER AND PROCEDURE**

9.1 The landowner are executing Power of Attorney upto the period of completion of the project and after handover the all developer allocation and the owner shall revoke or cancel the said power of attorney in writing in favour of the developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation as follows:-

1. To appear and represent before the authorities of competent authority or the authority concern, W.B.S.E.B., Income Tax Department Authorities under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this present Development Agreement for Registration of flats, shops, garage space of Developer's Allocation.
2. To apply obtain, electricity, Gas, Water, Sewerage orders and permission from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects and other agents and Sub-Contractor for the aforesaid purpose as the said attorneys may think fit and proper.
3. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
4. To sign, verify and file application, forms, building plans and revised building plans for multi storied building, documents and papers in respect the said premises before competent authority or the authority concern or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of a building over and above the said premises.

Alkalin



Usha (Sister)  
Kamal Vyas

Patel  
KRE KRISHNA CONSTRUCTION CO.

Chandrashekar  
Chandrashekar

5. To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said premises and building on behalf of the owners and in the name of the owners as and when the same will become due and payable.
6. To enter into any Agreement for Sale, Memorandum of Understanding and/or any other instrument and document in respect of flat/s, units and/or car parking spaces within Developer's Allocation in the said new building in favour of the intending purchaser/s except the area to be retained by the owners in terms of the Agreement for Development. To take finance/loan in the name of the Attorney and/or any nominated purchasers of the attorneys from any financial concern by depositing and mortgaging flat/flats/shops from Developer's Allocation and to sign in the papers and documents for the said purpose.
7. To receive the consideration money in cash or by cheque/draft in the name of attorneys from the intending purchaser or purchasers from sale or booking of flat/s or units or car parking spaces and shall grant receipts thereof and to give full discharge to the purchaser/s as lawful representatives.
8. To execute necessary Deeds of Conveyances in favour of the intending purchasers for flats, shops/garages and car spaces within the Developer's Allocation by putting signature on behalf of the owners and also to receive full and final consideration of the flats, shops/garages and car spaces within the Developer's Allocation and giving discharge to the intending purchasers by issuing money receipts in the name of the attorneys.
9. To instruct the Advocate / Lawyer for preparing and/or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building over and above the said premises.
10. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
11. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith.

Adv  
Adv

Ushasi Ghosh  
Biswas  
Kamal Vyas  
SRI KRISHNA CONSTRUCTION CO.  
PARTNER  
Sri Krishna Handal  
Chintan Singh

12. That attorneys will do all the necessary steps before the proper Registering Officer according to the condition mentioned in this present Agreement for Development.

13. For all or any of the purpose herein before stated and to appear and represent the owners before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the present Development Agreement.

14. The attorneys will do the aforesaid act, deed and things regarding development of the land mentioned in the schedule of the present Agreement for Development.

#### ARTICLE - X, NEW BUILDING

10.1 The Developer shall at their own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Engineer from time to time.

10.2 The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection will be obtained temporary electric connection shall be provide in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

10.3 All costs, charges and expenses including Architect's fees shall be discharged and paid by the promoter and the landowners shall bear no responsibility in this context.

10.4 The landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties that the landowners shall not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing in respect of the said properties would be borne by the developer from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the landowners and the developer the Municipal taxes all others taxes payable for the said property shall be borne in proportionate of area of developer and area of landowners by the landowner and developer and/or their nominees respectively. Up keep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portion thereof.

S. Mahajan  
A.S.



Ushasi Ghosh  
(Biswas)  
Kamal Vyas

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SREE KASHMA CONSTRUCTION CO.  
Bangalore

Chinmay Mendel  
Chinmay Mendel

#### ARTICLE - XI, COMMON FACILITIES

11.1 The Developer shall pay and bear the all property, taxes and other dues and outgoings in respect of the said premises according to dues as and from the date of execution of this agreement.

11.2 As soon as the building at the said premises is completed the developer shall give written notice to the landowners requiring the landowners to take possession of the Owners' Allocation in the building if there is no dispute regarding the completion of the building in term of the agreement and according to the specification and plan thereof, and certificate of the Architect/L.B.S. or the authority being provided to that effect, then after 30 days from the date of service of such notice and at all times there after the landowners shall be exclusively responsible for payment of all Municipal/Corporation and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates) payable in respect of the Owners' Allocation only. The said rates to be proportionate prorata with reference to the said saleable space.

11.3 The landowners and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the landowners and developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings 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 landowners or the developer in this behalf.

11.4 As and from the date of delivery of possession, the landowners shall also be responsible to pay and bear and shall pay to the developer the service charges for the common facilities in the new building payable in respect of the Owner Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time Provided that if additional insurance premium is required to be paid for insurance of the building by virtue of any particulars and/or in the accommodation within the Owners' Allocation or any part thereof or an additional maintenance or repair is required by virtue whereof the landowners shall be exclusively liable to pay and bear the additional premium and/or maintenance or repairing charges as the case may be.

Ushasi Ghosh  
Kamal Vyas

Ushasi Ghosh  
(Biswas)  
Kamal Das

Partner  
SREE KRISHNA CONSTRUCTION CO.

Devi Prasad

Chandra Prasad

11.5 The landowners shall not do any act, deed or things, whereby the developer may be prevented from construction and completion of the said building.

#### ARTICLE – XII, COMMON RESTRICTION

12.1 The Owners Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building which shall include as follows:-

12.2 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor sue thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

12.3 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

12.4 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless(s) such party shall have observe and performed all to the and condition on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

12.5 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws byelaws and regulation.

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

12.7. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

Ushasi  
Act



Ushasi Ghosh  
(Biswas)  
Kamal Nya

SREE KRISHNA CONSTRUCTION CO.  
Private Limited  
Patna

Pragati Mishra  
Chandrajit

12.8 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

12.9 The landowners shall permit the developer and its servants and agents with or without workman and other at all reasonable times to enter into and upon their Owners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

#### ARTICLE – XIII, OWNERS' OBLIGATION

13.1 The landowner hereby agrees and covenant with the developer not to cause any interference or hindrance in the construction of the building at the said premises by the developer.

13.2 The landowners hereby agree and covenant with developer not to do any act, deed or thing, whereby the developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building at the said premises.

13.3 The landowner hereby agree and covenants with the developer not to let out, grant, lease, mortgage and/or charge the said premises of any portion thereof without the consent in writing of the developer during the period of construction.

13.4 The landowner shall permit the developer and its servants and agents with or without workmen and others at all reasonable times to enter into an upon the Owner Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and/or for the purpose of putting down maintaining, repairing and testing drains, with other neighbor plot sin that case the area of the landowners will be proportionate to their land ratio and on agreement the landowners will give identical possession of existing land and also registered Power of Attorneys in favour of the developer.

13.5 It is settled in between the parties herein that during the period of construction, if any disputes will arise regarding the title of the land in question, the costs and consequences will be borne by the landowners herein.

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Ushasi Chakraborty  
(Business)  
Kamal Vyas

Partners  
SREE KRISHNA CONSTRUCTION CO.  
10/11/2022

Chiranjeev Handant  
Chiranjeev Handant

**ARTICLE – XIV, DEVELOPER'S OBLIGATIONS**

14.1 The Developer hereby agrees and covenants with the landowners to complete the construction of the building within 36 months from the date of sanctioned building plan by the authority concern and a grace period will be allowed for another 6 (Six) months if needed. The Owner Allocation to be delivered within the specific period.

14.2 The Developer hereby agrees and comments with the landowners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

14.3 The Developer hereby agrees and covenants with the landowners not to do any act, deed or thing, whereby the landowners are prevented from enjoying, selling, assigning and/or disposing of any Owners' Allocation in the building at the said premises vice versa.

14.4 The Developer shall provided amenities and fixture in the Owners' Allocation as per specification attached herewith.

**ARTICLE – XV, OWNERS' INDEMNITY**

15.1 The landowner hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the developer perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

**ARTICLE – XVI, DEVELOPER'S INDEMNITY**

16. The developer hereby undertake to keep the landowner indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the developer in relation to the construction of the said building.

16.2 The developer hereby undertakes to keep the landowner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or for any defect therein.

**ARTICLE – XVII, MISCELLANEOUS**

17.1 The landowner and the developer have entered into this agreement purely as a contract and contained herein shall be deemed to constituted as a partnership between the landowner and the developer in any manner nor shall the parties hereto be constituted as association of persons.

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Ushasi Ghosh  
(Biswas)  
Kamal Vyas

Partner  
SEE PRISMA CONSTRUCTION CO.  
NO. 112-112-112-112

Chinmay Mondal  
Chinmay Mondal

17.2 Immediately upon the developer obtaining vacant possession of the premises so far the developer shall be entitled to start construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.

17.3 It is understood that from time to time to facilitate the construction of the building by the developer, various deeds matters and things not hereby specified may be required to be done by the developer and for which the developer may need the authority of the landowner and various applications and other documents may be required to be signed or made by the landowners related to which specific provisions may not have been mentioned herein. The landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the landowners shall execute any such additional power of attorney and/or authorization as may be required by the developer for any such purposes and the landowner also undertake to sign and execute all such additional applications and other documents as the cause may be, provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of these presents.

17.4 The landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the developer shall be liable to make payment of the same and keep the landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

17.5 Any notice required to be given by the developer to the landowner shall without prejudice to any other mode of service available be deemed to have been served on the landowner if delivered by hand and duly acknowledged or set by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the developer by the landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developer.

17.6 The developer and the landowners jointly shall frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building and receiving peaceful possession of the allocation of the, the landowner hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

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Ushas Gehosh  
(B-15/10/15)  
Kamal Nyas

Partner  
SREE KRISHNA CONSTRUCTION CO.

Chairman  
Chaitanya

17.7 The name of the building shall selected by the developer and landowner mutually.

17.8 The developer be entitled to borrow money at their own risk and responsibility from any Bank or Bank does any financial institution without creating any financial liability of the landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the landowner nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

17.9 As and from the date of completion of the building the developer and/or its transferees and the landowners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes & outgoing payable in respect on their respective spaces.

17.10 The original Title Deeds relating to the said premises will be in the custody of the Developer who will give copy of the same to the owners and the prospective purchaser of the developer's allotted share of flats will be at liberty to inspect the same as and when required. The Developer will render or undertake to produce the original Title Deeds before the authority/authorities as and when so required. The Developer also undertakes to allow inspection of the said Title Deeds to the owners or their agents as and when as required and the original all papers in respect of the land will be deposit to the association by the Developer after completion of the new proposed building.

17.11 If any dispute arises regarding title during the period of construction, the owner will take all responsibility and/or liabilities for the same AND the developer will finished by all good quality materials.

17.12 The building proposed to be constructed by the developer shall be made in accordance with the specification morefully and particularly mentioned and described in the Fourth Schedule herein written.

#### ARTICLE - XVIII, FORCE MAJEURE

18.1 The parties shall not be considered to be liable to any obligations hereunder to the extent that the performances of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

S. Mahin  
Adv



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

#### ARTICLE - XIX, JURISDICTION

19.1 The Court of Bolpur alone shall have the Jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of homestead land measuring about 10.5 (Ten point five) Satak equivalent to 06 (Six) Cottahs 05 (Five) Chittaks 28.8 (Twenty eight point eight) Sq.ft. land be the same a little more lying and situated at Mourda-Bolpur, J.L. No. 99, R.S. Khatian No. 3896, 3897 and 3898, R.S. Plot No. 565/2760.

L.R. Khatian No. 21390 (In the name of Usashi Ghosh)

L.R. Plot No. 1394 Vity with an area 04 decimal.

L.R. Plot No. 1386 Vity with an area 1.25 decimal.

AND L.R. Khatian No. 19868 (in the name of Kamal Vyas)

L.R. Plot No. 1386, Classification Vity area 1.25 decimal.

L.R. Plot No. 1394, Classification Bastu area 1.5 decimal.

L.R. Khatian No. 1653 (in the name of Kamal Vyas)

L.R. Plot No. 1394 Classification - "Bastu" area 2.5 (Two Point Five) decimal.

Holding No. 167/129, Ward No. 09 (Nine) under Bolpur Municipality, within the Jurisdiction of A.D.S.R. Bolpur, lying and situated at Bolpur School Bagan area, P.O. & P.S. Bolpur, District-Birbhum, PIN-731204, including a 30 years old two storied building, area of ground floor 1000 Sq.ft. and area of First floor 800 Sq.ft.

|              |   |  |
|--------------|---|--|
| On the North | : | Land in L.R. Plot No. 1385 and 1395    |
| On the South | : | Land in L.R. Plot No. 1387, 1388, 1393 |
| On the East  | : | 23'-0" wide Municipal Road             |
| On the West  | : | Rest of land in Plot No. 1386.         |

#### THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION: The landowners hereto in consideration of allowing the developer to develop the said premises as stated in the first schedule herein

Ushasi Choshu  
(Biswas)  
Kamal Nyas  
Soni or A...  
FREE KASHNA CONSTRUCTION CO.  
Partner  
Sudhanshu Mandal  
Chandhrajee

above by raising the construction of multi storied building in accordance with sanctioned plan so to be sanctioned by competent authority or the authority concern over and above the same will be entitled to have the allocation in the manner as follows:

The Owners' Allocation will be allotted as follows:-

1. The owners will get 40% area as per sanction building plan and refundable/adjustable amount Rs. 4,00,000/- (Rupees Four Lac) only against their land which land will be freely available in the premises of the land owners, plan will be prepared on the basis of availability of land in the premises and after construction of the new proposed building to be delivered free of cost to the landowner by the developer as consideration for the construction and for transferring the constructed are including proportionate share of land and all other common facilities of the new proposed building and one alternative shifting till the handover the owners allocation and specifically mentioned that after Ground Floor Roof Casting the owners allocation position will be settled between the parties by a separate supplementary Agreement.
2. The Flats will be in habitable condition including proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartibly share of land with all their amenities and facilities as mentioned in the fourth schedule hereunder written and before booking of the flat the developer will be decided the proper allocation of owner flat habitable conditions together with all other common facilities of the said proposed building.
3. It is settled that on agreement, the owners will give identical possession of existing land and also registered Power of Attorney in favour of the developer for acting in accordance with the clauses and powers delivered to the developer by the landowners.
4. The landowners will also give permission to amalgamate their plot with other neighbor plots.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(Developer's Allocation)**

**DEVELOPER'S ALLOCATION:** shall mean all the remaining portion of the entire buildings (excluding Owner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the developer after providing the owner's allocation as aforesaid and together with the absolute right of the part of the developer to enter into

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Adv



Ushasi Ghosh  
(Biswas)  
Kamal Vyas

THE KASHIHA CONSTRUCTION CO.  
Partners  
Bansari, Patna

Chiranjit Singh  
Chiranjit Singh

agreement for sale with intending purchasers/purchasers teamsters, by and mode of transfer of property act and/or lease, let out, or in any manner may with the same as the absolute owners thereof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATION OF WORK**

1. **STRUCTURE** : R.C.C. foundation and framed structure for multi-storied building as per Architectural and Structural design calculation sheet as approved by the Authority Concern;
2. **Brick work & Plastering** : Outer wall will be 8" thick, main wall and partition wall will be 5" and 3" thick respectively with Netting and all inside and outside wall will be finished with cement plaster.
3. **Wall Finishing**: Kitchen Floor marble with 4" skirting with 5.6 feet ceramic glazed tiles, From Kitchen tops, 2.5 feet height ceramic glazed tiles will be provided, and steel shrink will be provided.
4. **Outer side** of the walls of insider the flat and covered space in the ground floor will be finished with wall putty. Outer side of the walls of the building will be finish with color coat painting and common areas of the stair of the building will be finished by wall putty with color.
5. **DOORS**: All doors Frames will be good quality of Sal Wood. Wood and all inside door pallah will be commercial solid type flash door (Tycon Co.) fitted with ring 'D' handled and tower bolt and hash bolt, PVC door for bath and priuy.
6. **WINDOWS**: All windows will be made of Aluminium Sliding and section with glass Panel and solid grill protection of MS bar.
7. **Flooring**: Entire building will be finished with vitrified tiles 2' - 2' and with skirting 4" shall be provided.
8. **Sanitary & Plumbing Fitting** : Kitchen will be provided with 2 (Two) points of CP Bip Cock/Stop Cock/Pillar Cock, one Mixture in common toilet and the aforesaid Branded Quality. Pipes and Kitchen Top will be green marble and floor with skirting will be marble.
9. **Leaving/Dinning** will be provided with one basin original with Cp basin pillar cock.
10. **Toilet**: Two points of CP Bib Cock and one stop cock, one mixer shower only common toilet, one low down PVC Cistern and one Western type in built foot rest commode of original.

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A.N.

Ushasi Ghosh  
(Business)  
Kamal Wyes

SHREE KRISHNA CONSTRUCTION CO.  
Private Limited  
New Delhi  
India

Rajeshwar Mondal  
Chinabhai Singh

11. All pipes are made shall be provided in good quality PVC.
  12. **Electrical:** The responsibility to bring the main meter connection will be of the Developer all wiring will be concealed with copper good quality (Finolex) wire and all switch and plug are good quality branded (Philips).
    - (i) Each bed rooms will have two light points (One Tube Light and One Double Bracket), one fan point, one 5 AMP plug point.
    - (ii) Dining cum drawing will have two light points, One Fan points, One T.V. Point, one Fridge point and 5-AMP and 15 AMP plug point;
    - (iii) Kitchen will have one light point, 15 AMP plug point and one exhaust fan point Balcony will have one light point & one 15 AMP plug point;
    - (iv) One connection toilet will have one light point, one geyser point, one exhaust fan point.
  - (13) **Grill:** All window grill and verandah grill will be made 2.5' feet of M.S. bars or Patty as per architect approved designed:
  - (14) **Colour:** Building external side all two or more colour and painting.
  - (15) **WATER SUPPLY:** 24 hours water supply will be provided by submersible pumps;
  - (16) **LIFT:** OTIS Lift provide by Developer;
  - (17) **MAINTENANCE CHARGE:** Maintenance Charge @Rs. 1 per Sq.Ft. per month to the Developer after taking the possession / Registration of the above mentioned Flat.
- Extra Works:** Any extra work other than standard specification shall be charged extra and such amount shall be deposited before the execution of such work as follows:-

|                                   |                       |
|-----------------------------------|-----------------------|
| (1) Main Door Collapsible Cost    | Rs. 12,000/-          |
| (2) Extra Geyser point Cost       | Rs. 8,000/-           |
| (3) Extra A.C. point Cost         | Rs. 11,000/-          |
| (4) 15 Amp Plug Point Cost        | Rs. 650/-             |
| (5) 5 Amp Plug Point Cost         | Rs. 525/-             |
| (6) Covered Grill (Verandah) Cost | Rs. 7,000/- (Approx.) |

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Ushasi Ghosh  
(Biswas)  
Kamal Vyas

SREE KRISHNA CONSTRUCTION CO.  
Partners  
Chimbor, Bhubaneswar

Chimbor, Bhubaneswar

MEMO OF CONSIDERATION

RECEIVED on and from the within Named Developer the within mentioned Sum of Rs. 4,00,000/- (Rupees Four Lac) Only towards the refundable/adjustable security consideration price of this agreement in the manner as follows:-

Rs. 4,00,000/-

| DATE          | CHEQUE                           | NAME OF BANK                     | RUPEES     |
|---------------|----------------------------------|----------------------------------|------------|
| 1. 11.04.2019 | By Banker's Cheque<br>No. 565907 | Bank of Baroda,<br>Bolpur Branch | 2,00,000/- |

Ushasi Ghosh (Biswas)  
(USHASI GHOSH)  
Signature of the Land Owner

|               |                                  |                                  |            |
|---------------|----------------------------------|----------------------------------|------------|
| 2. 11.04.2019 | By Banker's Cheque<br>No. 565908 | Bank of Baroda,<br>Bolpur Branch | 2,00,000/- |
|---------------|----------------------------------|----------------------------------|------------|

Kamal Vyas  
(KAMAL VYAS)  
Signature of the Land Owner

WITNESSES:

1. Paullab Mondal  
son of Mihir Mondal  
Vill. - Kaushiara, P.O. - Paulbar
2. P.S - Lambpur, Dist - Bhubaneswar

Alkalis  
Adv.

Ushasi Ghosh  
(Biswas)  
Kamal Was

SRI. KRISHNA CONSTRUCTION CO.  
Sole Proprietor  
Sri. Krishna Construction Co. Home  
B.P.O.

Ushasi Ghosh  
Chinmoy Mondal

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

SIGNED, SEALED AND DELIVERED  
By the parties at Bolpur  
in the presence of :

WITNESSES:-

1. Poulasb Mondal  
son of Mihir Mondal  
Vill - Kaishianra, P.O. - Paulda  
P.S - Labpur, Dist - Birbhum
2. Bipaktaran Mishra  
At - Tataspur Colony  
Muluk, Birbhum

Ushasi Ghosh (Biswas)

Kamal Was  
SIGNATURE OF LAND OWNERS

SREE KRISHNA CONSTRUCTION CO.  
Sri Krishna Anand  
Partner

Ushasi Ghosh  
Chinmoy Mondal

SIGNATURE OF DEVELOPER

Drafted and prepared  
by me:- Skalen  
Syed Lutful Kabir  
Advocate.  
Enrolment No. WB 1273/1977  
Bolpur, Birbhum.



Ushasi Chhosh  
(Bhos)   
Kamal Vyas

SEE KOSHA GANESHWARI  
FOR THE NAME

Ushasi Chhosh  
Chhosh Kamal Vyas

**PHOTO & FINGER PRINTS OF LAND OWNER**

|  |   |   |   |   |   |
|--|---|---|---|---|---|
| <br>Ushasi Chhosh |  |  | <u>Left Hand</u><br>  |  |  |
|  |  |  | <u>Right Hand</u><br> |  |  |

**PHOTO & FINGER PRINTS OF LAND OWNER**

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| <br>Kamal Vyas |  |  | <u>Left Hand</u><br>  |  |  |
|   |  |  | <u>Right Hand</u><br> |  |  |

Ushasi Chhosh