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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AU 010852

Certified that the document is admitted
Registration. The signature sheets and the
endorsement sheets attached with the
document are the part of this document.

District Sub-Register-II
Alipore, South 24-Parganna

DEVELOPMENT AGREEMENT

This Agreement for Development made on this the
22nd day of November, Two Thousand and Twenty Four
(2024).

BETWEEN

SMT SUNANDA GUIN, daughter of Late Amarendra Nath Ganguly, Pan No. BEXPG5354M, Aadhaar No. 5978 4028 7721 by faith Hindu, by Occupation House Wife, residing at 56/56, N.S.C. Bose Road, P.O. and P.S. Regent Park, Kolkata 700040, hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

SRI RAVI KHATIK, PAN AXVPK7286L, Aadhaar No. 9636 2806 3841, son of Late Shyamlal Khatik, by faith Hindu, Indian Citizen, by occupation Business, residing at 4, Hume Road, P.O. & P.S. Kalighat, Kolkata 700026, District - South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless repugnant to context either expressly or impliedly shall deem to mean and include his heirs, legal representatives, successors in office) of the OTHER PART.

WHEREAS one Bhupendra Nath Ganguly was original owner of ALL THAT piece and parcel of land measuring about 2 (two) cottahs 9 (nine) chittaks lying and situated at Mouza Kalighat Dihi Panchana Gram 6 (six) Division of Sub-Division, previously 125 no. at presently 66 no. Holding within Kolkata Municipality within Police Station Bhowanipore, District South 24 Parganas being Premises no. 10/4, Nepal Bhattacharjee Street, Kolkata-700 026, who purchased the said plot of land and structure by a Bengali Kobala executed and registered on 24.01.1935 from one Haripada Bhattacharjee and the said Deed of Kobala registered at the office of D.R. Alipore and recorded in Book no.1, Volume no.30, Pages from 21 to 27, Being no.280, for the year 1935 and duly mutated his name as an Assessee before the Kolkata Municipal

Corporation being Assessee no. 11-083- 25-055-0 and paid taxes regularly thereon and subsequently he died in the year 1963. It is mentioned herein that his wife Smt. Prasad Kumari Devi alias Ganguly predeceased him on 18.04.1945.

AND WHEREAS after death of said Bhupendra Nath Ganguly and his wife his Smt. Prasad Kumari Devi alias Ganguly also died intestate on 18.04.1945, leaving behind their three sons namely Taraknath Ganguly, Amarendranath Ganguly and Haradhan Ganguly inherited the estate equally from his father, since deceased each having undivided 1/3rd share of land and structure of Premises no. 10/4, Nepal Bhattacharjee Street, Kolkata 700 026, who jointly mutated their names as an Assessee before the Kolkata Municipal Corporation and said premises was renumbered as Premises no. 10/4D, Nepal Bhattacharjee Street, Kolkata-700 026.

AND WHEREAS said Tarak Nath Ganguly died intestate in the year 1987 and his wife Chaya Ganguly also died leaving behind their three sons namely Ajit Kumar Ganguly, Ranjit Ganguly, and Sujit Ganguly, as his only legal heirs and successors who jointly inherited 1/3rd share of land with structure of the said premises from his father, deceased Tarak Nath Ganguly, since deceased.

AND WHEREAS another son of Late Bhupendra Nath Ganguly, namely Late Haradhan Ganguly, died intestate on 28.09.2003 and his wife Reba Ganguly also died intestate on 08.04.2007 leaving behind their one and only son namely Anirban Ganguly inherited the share of the property of Late Haradhan Ganguly according to Hindu Laws of Succession.

AND WHEREAS one of the son of Late Bhupendra Nath Ganguly, namely Amarendra Nath Ganguly, died intestate on 26.12.1981 followed by the death of his wife namely Suniti Ganguly on 03.08.2010, leaving behind his three daughters namely Chandra Roy, Tandra Ganguly Roy, and Sunanda Guin, (being the owner herein above) who jointly inherited the entire estate of Late Amarendra Nath Ganguly according to Hindu Laws of Succession.

AND WHEREAS subsequently Tandra Ganguly Roy, daughter of Late Amarendra Nath Ganguly also died intestate on 18.10.2005, leaving behind her only Daughter Esha Roy who inherited the undivided proportionate $1/9^{\text{th}}$ share of deceased Tandra Ganguly Roy according Hindu Laws of Succession

AND WHEREAS, the above named Chandra Roy, Esha Roy and Sunanda Guin the present owners herein, is the undivided joint owner of ALL THAT piece and parcel of undivided $1/3^{\text{rd}}$ share of land measuring about undivided 615 square feet more or less and structure 334 square feet out of 2 (two) cottahs 9 (nine) chittaks together with two storied building measuring 1000 square feet more or less lying and situated at Premises no. 10/4D, Nepal Bhattacharjee Street, within the Kolkata Municipal Corporation Ward no. 83, P.S. Bhowanipore at present Kalighat, Kolkata 700 026, more fully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS for secure and to get more profit from the said property, the owner here in Suchanda Guin being owner of $1/9^{\text{th}}$ share desirous to construct new multi-storied building upon the said property but due to lack of experience and stringency of finance was to search of a good, experienced and financial capable Developer who could do the needful construction on the said property.

AND WHEREAS the second party being an experienced and financial capable developer approached the owner to enter into agreement for developing the said property with a formulated scheme to do so and for that after having several discussion regarding the terms and conditions of the agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement and development of the said property. However, the developer shall start the construction after getting the new building plan sanctioned from the authority of Kolkata Municipal Corporation at its own costs and expenses as well as after demolition of the existing structures standing thereon and the materials arisen out from such demolition will be the Developer's property.

AND WHEREAS the Developer being approached by the owner had accepted the said proposal of the owner's consideration of his share of land with structure of the newly constructed building upon the land described in the FIRST SCHEDULE hereunder and the landowner has agreed to handover the FIRST SCHEDULE property to the developer for construction of the building on the terms and conditions in this agreement as per sanctioned plan herein after offering.

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE-I: DEFINITION

- 1.1 OWNER/S: SUNANDA GUIN, daughter of Late Amarendra Nath Ganguly, by faith Hindu, by Occupation House Wife, residing at 56/56, N.S.C. Bose Road, P.O. and P.S. Regent Park, Kolkata 700040.

1.2 1.2 DEVELOPER: shall mean and include SRI RAVI KHATIK, PAN - AXVPK7286L, Aadhaar No. 9636 2806 3841, son of Shyamlal Khatik, by faith Hindu, Indian Citizen, by occupation Business, residing at 4, Hume Road, P.O. & P.S. Kalighat, Kolkata 700026, District - South 24 Parganas.

1.3 THE PREMISES: shall mean ALL THAT piece and parcel of undivided 1/3rd of 1/3rd i.e 1/9th share of land measuring about undivided 215 square feet more or less and structure 110 square feet out of 2 (two) cottahs 9 (nine) chittaks together with two storied building measuring 1000 square more or less lying and situated at Premises no. 10/4D, Nepal Bhattacharjee Street, within the Kolkata Municipal Corporation Ward no. 83, P.S. Bhowanipore at present Kalighat, Kolkata 700 026, together with old dilapidated structure standing thereon along with all its common and Architect easement rights annexed thereto and appurtenant therewith, which is more fully and particularly described in the FIRST SCHEDULE hereunder written and said building is hereinafter referred to as "THE BUILDING".

1.4 TITLE DEED :shall mean all the papers and documents regarding ownership of the ALL THAT piece and parcel of undivided land measuring about 2 (two) cottahs 9 (nine) chittaks lying and situated at Premises no. 10/4D, Nepal Bhattacharjee Street, within the Kolkata Municipal Corporation Ward no. 83, P.S. Bhowanipore at present Kalighat, Kolkata-700 026.

1.5 THE PROPOSED BUILDING: shall mean and include a multi storied building proposed to be constructed on the said premises in conformity with a building plan sanctioned by the Building Department of the Kolkata

Municipal Corporation and all the rectifications/modifications/Corrections thereof.

1.6 COMMON FACILITIES & AMENITIES :shall mean main entrance, corridors, all ways, common lavatories, pump room, underground water reservoir, overhead water tank, water pump, and motor and other facilities which may be required for enjoyment, maintenance or management of the said building.

1.7 SALEABLE SPACE: shall mean the space of the building available for independent use and occupation after making the provisions for common facilities and the space required thereof.

1.8 OWNER'S ALLOCATION: shall get a self contained Residential Flat of 2 BHK at the constructed area of the newly proposed building a measuring about 500 square feet super built up area/ 400 square feet built up area, consisting of 02 Bed Rooms, 01 Dining cum Kitchen, 01 Toilet, and 01 Balcony on the First floor, Front Portion, North Western side in the proposed building to be constructed thereon together with the right, title and interest in common facilities and amenities at the said premises, together with non refundable Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only to be paid at the time Execution of this Development Agreement.

1.9 DEVELOPER'S ALLOCATION: shall mean the 1/3rd portion of constructed area after allocation of all the owners at the newly proposed building to be constructed upon the said premises including the undivided proportionate share in the land beneath the said premises save and except the all owner's allocation TOGETHER WITH the common area, common

amenities and facilities available to the said building particularly mentioned in the THIRD SCHEDULE written hereunder.

1.10 ARCHITECT/L. B. S.: Shall mean such person or persons who may be appointed by the Developer for designing and planning of the building to be constructed on the said premises.

1.11 COMMON EXPENSES : shall mean the expenses to be borne proportionately by the owner and the Developer or their nominees who will residing or occupy the building in respect of the repairing and maintaining of the common areas of the building on the pro-rata basis which is particularly described in the FOURTH SCHEDULE written hereunder.

1.12 TRANSFER: with its grammatical variations shall include in multi storied building to purchasers thereof although the same may not amount to a transfer in law.

1.13 TRANSFEREE: shall mean a person, firm, limited company, association of persons to whom any space of the building shall be transferred.

1.14 ADVOCATE : shall mean such person engaged in legal profession may be appointed by the Developers.

1.15 BUILDING PLAN: shall mean such plan for the construction of the building which will be sanctioned by the Building Department of the Kolkata Municipal Corporation for construction of the building including its modification/ rectification/ amendments/ corrections/ and amenities. Be it mentioned herein that one photo copy of the sanctioned building plan to be given to the Owner by the Developer at the cost of the Developer.

- 1.16 Words importing singular shall include plural and vice versa.

ARTICLE-II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and with effect from the date of getting undisputed possession of the said FIRST SCHEDULE premises from the owner and the building shall be completed within 36 (thirty six) months from the date of building sanctioned plan.

ARTICLE-III OWNER'S RIGHT AND REPRESENTATION

3.1 The Owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.

3.2 The premises free from all encumbrances and the owner has marketable title in respect said premises.

3.3 The said premises is free from all encumbrances, charges, liens, lispendens, attachment, trusts, acquisitions, whatsoever or howsoever.

3.4 There is no bar or otherwise for the owner to transfer the said property and/or to enter into this agreement.

3.5 There is no bar to construct any building and/or transfer the said premises under the provision of Urban Land (Ceiling and Regulations) Acts, 1976.

3.6 The owner do hereby declare that they have not entered into any agreement for sale and/or Development Agreement with any person or persons in respect of the said FIRST SCHEDULE property.

ARTICLE-IV PROCEDURE

4.1 The Developer/Promoter shall have authority to deal with his allocation in terms of the Agreement or negotiate with any person or persons or enter into any contract of agreement or take any advance against his allocation or acquired right under these agreement,

4.2 The owner hereby grant subject to what have been hereunder provided, exclusive right to the Promoter/ Developer to build new building upon said premises in accordance with the plan sanctioned by Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to make by the parties thereto.

4.3 That the Promoter/ Developer shall carry the demolishing and/or construction work at their own costs in a most skilful manner and shall remain fully liable for all its action deeds and things whatsoever and also area in judgement on that account the old building materials will be the property of the Promoter/ Developer.

4.4 All construction cost will be borne by the Promoter/Developer. No liability on account of construction cost will be charged from owners' allocation.

ARTICLE - V DEALING OF SPACES IN THE BUILDING

5.1 The owner shall grant to the developer a registered General Power of Attorney as may be required for the purpose of obtaining 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 Kolkata Municipal Corporation and other authorities and also for selling, transferring and conveying developer's allocation and for executing deed of conveyances and handing over physical as well as legal and identical position of the developer's allocation to the intending purchaser/purchasers.

- 5.2 Apart from the execution of the Registered General Power of Attorney the owner do hereby undertake that they will execute as and when necessary all papers, document, plan etc., for the purpose of Development of the said premises.

ARTICLE - VI DEVELOPERS REPRESENTATION

- 6.1 The Developer shall on completion of the new building put the owner in undisputed possession of the Owner's Allocation together with the rights in common to the common facilities and amenities as mentioned earlier and then developer put in possession of any intending purchasers.

- 6.2 The owner shall be entitled to transfer or otherwise deal with the owner's Allocation in the said building but the owner shall sell and/or transfer the owner's allocation if any, through the developer and the Deed of Conveyance in respect of the said sale shall be prepared and registered by and through the Learned Advocate to be appointed by the Developer and all costs and expenses of such preparation and registration of the said Deed of Conveyance shall be borne by the owner and/or his nominees.

6.3 The Developer shall be exclusively entitled to the Developer's Allocation in the said building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the peaceful khas possession of the Developer's Allocation.

6.4 In so far as all necessary dealing by the Developer in respect of the building shall be in the name of the Developer for which purpose the owner shall give the developer a Power of Attorney incorporated in this Agreement in a form and manner reasonable required by the Developer. It is however understood clearly that any dealing in respect of the Developer's allocation shall not be any manner fasten or create any financial liabilities upon the owner.

6.5 That after commencement of construction work, the Developer shall be entitled to execute any Agreement for Sale with the intending Purchaser/Purchasers of the Developer's allocation on the terms and conditions as per written herein and to receive all the consideration money, advance or advances and earnest money from the said intending Purchaser/Purchasers in any manner whatsoever without any claim, demand, or interference of the owners.

6.6 The Developer shall also be entitled to transfer and convey the proportionate share of land in favour of the intending purchaser/purchasers of the flat/flats from the Developer's allocation as per the terms and conditions of this agreement on behalf of and in the name of the owner as their Constituted Attorney.

ARTICLE VII NEW BUILDING

7.1 The Developer shall at his own costs construct erect and complete the building upon the said premises in accordance with the sanction plan and specification with good quality materials and which may be recommended by the architecture from time to time.

7.2 Subject to as aforesaid, the decision of the architect regarding the quality of the materials shall be final and binding on the parties hereto.

7.3 The Developer shall install and erect in the said building at his own costs, water pump Sewerage, water tank, over head water reservoir, temporary Electric connection from the authority concerned until permanent common main electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in a residential building having self contained flat/ apartments and constructed for sale of flats therein on ownership basis and it is mutually agreed that the owner shall at his own costs in all the electric meter in the name of the owner for his allocation in the said building.

7.4 The Developer shall be authorized in the name of the owner in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, power and permanent drainage and sewerage connects to the newly built up building and other inputs and

facility required for the construction or enjoyment of the building for which purpose, the Owner shall execute in favour of the Developer a Power of Attorney and other authority as shall be required by the Developer.

7.5. All costs, charges and expenses including Architect's fees shall be discharge and paid by the Developer and the Owner shall bear no responsibility in context.

7.6 From the date of making over possession any liability becoming due on account of the Municipal rates and taxes and also other outgoing in respect of the said premises and till such time as the possession of the said Owner's Allocation is made over to the Owner, that shall be borne and paid by the developer. It is made specifically clear that all outstanding dues on account of Municipal rates and taxes as also other outgoing of to the date of delivery of possession borne and paid by the Owner and when called upon by the competent authority without any objection thereto.

7.7 The Developer shall have right to any horizontal and vertical construction of the building by modifying and/or amending the sanctioned building plan.

7.8 The Developer shall have right to assign this agreement for construction of the said building to any contractor, Firm, company without concern of the Owner but without varying the terms and condition in this agreement.

ARTICLE- VIII COMMON FACILITIES/EXPENCES

8.1 The owner shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according dues.

8.2 As soon as the building completed, the Developer shall give a written notice to the Owner requiring the Owner to take possession of the Owner's Allocation in the building and there being no dispute regarding the completion of the building in terms of this Agreement and according to the specification and plan hereof and certificate of the Architect/L. B. S. being produced to them 30 (thirty) days from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payments of all Municipal and property Taxes, rates. Duties, dues and other public outgoing and impositions whatsoever (hereinafter for the sake brevity referred to as the "said Rates") payable in respect of the Owner Allocation, the said rate are to be Apportioned on pro-rata basis with reference to the saleable space in the building.

8.3 The Owner and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

8.4 Any transfer of any part of the Owner's Allocation in the new building shall be subject to the other provisions hereof and the Owner shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

8.5. The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said building. Otherwise the Owner will be liable to make good the loss and damage to be sustained by the Developer.

ARTICLE: IX COMMON RESTRICTION

9.1 The Owner's Allocation in the building shall be subject to the same restrictions and use, as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building.

9.2 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 use thereof for any purpose which may cause any nuisance or hazard to the other occupier of the building.

9.3 Neither party shall demolish or permit for demolishing of any wall or structure in their respective allocations or any portion thereof or make any structural alteration either major or minor therein without the written consent of the other in this behalf.

9.4 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to the and condition on their respective part to be observed and/or performed the proposed transferee shall have give 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.

9.5 Both the parties shall abide by all law, bye-laws, rules and regulations of the Govt. local bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws rules and regulations.

9.6 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in such of their respective allocations in the building in good working condition and repair and in particulars so as not to any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequences or any act as.

9.7 No goods or other items shall be lost or keep by either party for display or other purposes in the corridors or at other places for common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places for common use and enjoyment in the building.

9.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuses or permit the same to be thrown or accumulated in or about the building or the compounds corridors or any other portion or portions of the building thus observing "cleanliness and good health go by side".

9.9 The Owner shall permit the Developer and their servants, and agents with or without work man and others at all reasonable times to enter into and upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing part of the building and/or for the purpose of repairing, maintaining, rebuilding, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintaining repairing and testing drains, water pipes and electric wires and for any purpose of similar nature.

ARTICLE X OWNER'S OBLIGATION

10.1 The owner doth hereby agree and covenant with the Developer not to do any acts, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer Allocated portion in the building or at the said premises.

10.2 That owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance the construction of the said building at the said premises to be constructed by the Developer and owner have no legal right to obstruct the construction work by the Developer in future nor have any right to obstruct the men/s and labourers of developer who are working

at first schedule property but owner have no liability in this regard. The Developer have sole responsibility in this regards.

10.3 The owner shall execute and register a Power of Attorney in favour of the developer for Development on the said schedule property, that he can present the others for executing and registering the aforesaid Deed of conveyance and/or sign and execute the relevant document and papers, if necessary, relating to this agreement for facilitating the completion of the project.

10.4 That in case of demise of the owner his heir or heirs , successor/s will confer registered Power of Attorney in favour of the Developer immediately for smooth running of the project including sale of developers' allocation otherwise the default party will be liable to pay damage to the Developer for delayed period.

ARTICLE XI DEVELOPER OBLIGATION

11.1 The Developer hereby agrees and covenants with the owner to complete the construction of the building within 36 (Thirty six) months from the date of Building Sanction Plan issued by me .

11.2 That after completion of the new building as per sanctioned building plan the Developer will first offer the owner to take possession of his allocation in the said premises within 15 days from such intimation. If the owner fails and neglects to take possession of his allocation within said stipulated period in that case the Developer will be entitled to hand over possession to the purchasers in respect of Developer allocation.

11.3 The Developer hereby agrees and covenant with the owner not to violate or contravene any of the provisions of rules applicable to construction of the said building.

11.4 The Developer hereby agrees and covenant with the owner not to do any acts, deed, or thing whereby the owner are prevented from enjoying the owner's allocation of the building at the said premises.

ARTICLE XII OWNER' INDEMNITY

12.1 The owner do hereby undertake that the Developer shall be entitled to the said construction and shall enjoy his allocated space without any interference or disturbance provided that the Developer performs and fulfils all the terms and conditions herein contained and/or on his part to be observed and performed.

12.2 Excess and deficit areas except owner's allocation to be adjusted market value per Square Feet.

ARTICLE XIII DEVELOPERS' INDEMNITY

13.1 The Developer hereby undertake to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer action with regard to the Development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

ARTICLE: XIV MISCELLANEOUS

14.1 The Owner and the Developer has entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between the parties hereto in any manner nor shall the parties hereto an association of persons.

14.2 That the land Owner hereby declare and confirm the First Schedule Land is free from all encumbrances attachment and liens whatsoever and there is no pending acquisition or requisition or any legal proceeding in respect of the said property, in case any dispute/defect found regarding the title of the said property the Owner have to verified the said disputes.

14.3 It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need and seek authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein, the Owner hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute any such additional Power of attorney and/or authorization as may be required by the Developer for the purpose and the owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that that all such acts, deeds, matters, and things do not in any way infringing the rights of the Owner and/or go against the spirit of these presents.

14.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the

Owner if delivered by the hand and duly acknowledged or sent by pre-paid registered post with acknowledgement due and shall likewise be delayed to have been served on the Developer if delivered by hand or sent by pre-paid registered post to the last known address of the developers.

14.5 The Developer and the Owner shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof the flat Purchasers and the Owner hereby agree to abide by all the rules and regulations to be framed by any Society/ Association holding association and/or any other organization, who will be in charge of such management of the affairs of the said building and/or common parts thereof and the parties hereto hereby give their consent to abide by such rules and regulations.

14.6 The name of the building shall be determined by the Developer and owner.

14.7 In these presents shall not be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer by the Owner in terms of these presents. The Developer shall be entitled to borrow money from any Bank or banks or financial establishment without relating any financial liability on the Owner and it is being expressly agreed and understood that in no event the owner shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owner's indemnified against all actions, suits, proceedings, and costs, charges and expenses in respect thereof.

14.8 As and when from the date of completion of the construction of the building and the Developer and/or their transferees and the Owner and/or

transferees shall each and/or either party be liable to pay and their proportionate charges on account of ground rent and Municipal tax and other taxes payable in respect of their respective spaces and also bear the common expenses.

14.9 It is specifically made clear that apart from the payments agreed to be made by the Developer to the Owner as herein before recited, the Developer shall hand over possession of the Owner's Allocation on completion of the building to the Owner as per the Second Schedule hereunder written.

14.10 The building proposed to be constructed by the Developer shall be made fully in accordance with the specification as mention and describe in the Fourth Schedule hereunder written.

14.11 That the promoter/ Developer shall provide and bear the charges for accommodation @ Rs. 9000/- per month as rent / license fees for shifting to the abovenamed owner after demolishing the existing structure for the proposed construction till hand over the newly constructed flat.

ARTICLE: XV FORCE MAJEURE

15.1 The parties hereto shall not be considered to liable for any obligation hereunder to the extent what the performance of the relative obligations prevented by the existence of the "Force Majeure" and shall suspended from the obligation during the duration of the "Force Majeure".

15.2 "Force Majeure" shall mean fire, earthquake, riot, flood, storm, tempest, civil commotion, strike and/or any other act or omission beyond the control of the Parties etc.

ARTICLE: XVI JURISDICTION

17.1 The Court of Alipore Judges Court alone failing where any other competent court shall have the jurisdiction to entertain and determined all action, suits and proceeding arisen out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Land/Premises)

ALL THAT piece and parcel of undivided $1/9^{\text{th}}$ share (i.e., $1/3^{\text{rd}}$ out of $1/3^{\text{rd}}$ Share) of land measuring about undivided 205 square feet more or less alongwith structure of 110 square feet out of Total Land Area 2 (two) cottahs 9 (nine) chittaks together with two storied building measuring 1000 square feet more or less lying and situated at Premises no. 10/4D, Nepal Bhattacharjee Street, within the Kolkata Municipal Corporation Ward no. 83, Assessee no. 11-083-25-0055-0, P.S. Bhowanipore at present Kalighat, Kolkata-700 026, District-South 24 Parganas, along with all easement rights appurtenant therewith, which is Butted and Bounded as follows:-

ON THE NORTH	:	Premises no. 10/4F and Premises no.10/4/1/1D, Nepal Bhattacharjee Street.
ON THE SOUTH	:	Premises no. 10/4C, Nepal Bhattacharjee Street.
ON THE EAST	:	Premises no. 10/4E, Nepal Bhattacharjee Street.
ON THE WEST	:	<u>14" feet wide Road.</u>

Road Zone : (Dharmadas Bhattacharjee Abaitanik Primary School - kalighat Road (Slum Area))

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Owner's Allocation)

The owners shall get a self contained Residential Flat of 2 BHK at the constructed area of the newly proposed building a measuring about 500 square feet super built up area/ 400 square feet built up area, consisting of 02 Bed Rooms, 01 Dining cum Kitchen, 01 Toilet, and 01 Balcony on the First floor, Front Portion, North Western side in the proposed building to be constructed thereon together with the right, title and interest in common facilities and amenities at the said premises, together with non refundable Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only to be paid at the time of execution of this Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Developer's Allocation: shall get 1/3rd constructed area in the newly constructed building area after allocation of the owner together with the right, title and interest in common facilities and amenities at the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The common portion)

(Common parts and portions of the building to be enjoyed by all the occupiers of the building including the Owner and the Developers)

1. Entrance and exit.
2. Boundary walls and main gate.

3. Entrance lobby, electric utility space.
4. Water pump space.
5. Staircase on ground and all floors.
6. Drainage and sewerages lines and other installation for the same accept only those which are installed, within the exclusive area of any unit exclusively for its use.
7. Electric sub-station and electrical wirings and other fitting excluding only those as are installed, within the exclusive area of any unit exclusively for its use.
8. Water pumps, water reservoirs, together with all common plumbing installation for carriage of water excluding only such parts of installations and fitting AS are exclusively, within and for the Unit.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or around the land and building as are necessary for passage to and/or user of the units in common by the co-Owner.
10. The area of common portion may be varied or decreased, as per the further modification and/or change of the plan for the making further construction.
11. Lift facilities.

SPECIFICATION OF CONSTRUCTION ANNEXED HEREWITH

- CONSTRUCTION: As per Sanctioned Building Plan and iron would be the TATA Captain / Durgapur/Iron Steel Cement would ACC/Ultratech/ Ambuja(4:1);

PLASTERING: Wall plaster would be with Plaster of Paris.

DOORS : All doors framed will be sal wood. All doors bill be flush-door with both side

FLOORS

- All floors shall be of Vitrified Tiles except the open space.

BATHROOM

6' height tiles, black stones sink white Basin and one exhaust fan one Commode of good make.

KITCHEN

Black Stone Cooking Table with good quality taps and tiles finish 18" skirting on the cooking platform to protect the wall from oil spots with a SS Sink.

ELECTRICAL WORKS

Per Room 3(three) light points, 1 (one) Fan point, 1 (one) plug point; Bath Room1 (one) light point, 1 (one) exhaust point, 1 (one) geyser point; Kitchen-2 (two) light points; 1 (one) exhaust point AC point in both Bedroom.

WALL PAINTING

Decoration painting on outside wall.

WATER SUPPLY

Water Sources Corporation Water Supply with good quality P.V.C. pipe line, underground and overhead water reservoir with individual distribution to each and every flat/flats.

STAIR-CASE

As per sanctioned plan finished with Marble finishing which are for the use of the premises occupants.

N.B.: That in case the purchaser/purchasers desire to install any extra fittings/fixtures, in excess of the above mentioned specification, in such event the purchaser/s shall be liable to bear or pay the costs for such extra fittings/fixtures.

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

WITNESSES:-

1. Anayshuman Guin.
56/56, N.S.C Bose Rd.
Kolkata - 700040

Sunanda Guin.
LAND OWNERS

2. Abir Saha
44C N.B. 1st Lane
KOL - 700026

for [Signature]

DEVELOPER

Drafted by me
as per instructions of client.

[Signature]

Advocate
F/2839/2577/23.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only from the within mentioned Developer as per Memo hereunder written.

WITNESSES :

1. *Angshuman Guin.*
56/56, N.S.C. Bose Rd.
Kolkata - 700040 *Suncinda Guin.*
Signature of the Owner

2. *ABINZ SINGH*
44C N. B. 1st Lane
KOL - 700026

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

Name SUNANDA GUIN

Signature Sunanda Guin.

	Thumb	1st finger	middle finger	ring finger	small finger	
	left hand					
	right hand					

Name RAVI KHATRI

Signature Ravi Khatri

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

Name _____

Signature _____



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



192024250285618088

GRN Details

GRN:	192024250285618088	Payment Mode:	SBI Epay
GRN Date:	22/11/2024 11:54:05	Bank/Gateway:	SBlePay Payment Gateway
BRN :	1901963954135	BRN Date:	22/11/2024 11:54:27
Gateway Ref ID:	100030171509	Method:	State Bank of India UPI
GRIPS Payment ID:	221120242028561807	Payment Init. Date:	22/11/2024 11:54:05
Payment Status:	Successful	Payment Ref. No:	2002945144/3/2024
[Query Not*/Query Year]			

Depositor Details

Depositor's Name:	Mr RAVI KHATIK
Address:	KALIGHAT, KOLKATA- 700026
Mobile:	9836514688
Period From (dd/mm/yyyy):	22/11/2024
Period To (dd/mm/yyyy):	22/11/2024
Payment Ref ID:	2002945144/3/2024
Dept Ref ID/DRN:	2002945144/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002945144/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	4921
2	2002945144/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	1521
Total				6442

IN WORDS: SIX THOUSAND FOUR HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1602-15549/2024	Date of Registration	22/11/2024
Query No / Year	1602-2002945144/2024	Office where deed is registered	
Query Date	20/11/2024 4:05:05 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Abhijeet Ghosh Alipore Police Court, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 6291039432, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	Market Value		
	Rs. 5,73,973/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 1,553/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nepal Bhattacherjee Street, Road Zone : (Dharmadas Bhattacherjee Abaitanik Primary School – Kalighat Road (Slum Area))
 , , Premises No: 10/4D, , Ward No: 083 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	205 Sq Ft		5,40,973/-	Width of Approach Road: 14 FL,
Grand Total :				.4698Dec	0 /-	5,40,973 /-	

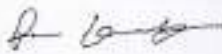
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	110 Sq Ft,	0/-	33,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 110 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		110 sq ft	0 /-	33,000 /-	

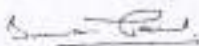
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Sunanda Guin (Presentant) Daughter of Late Amarendra Nath Ganguly Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	22/11/2024	22/11/2024	22/11/2024	
56/56, N.s.c Bose Road, City:- Not Specified, P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: bxxxxxx4m, Aadhaar No: 59xxxxxxxx7721, Status :Individual, Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Ravi Khatik Son of Late Shyamlal Khatik Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office	Photo 	Finger Print  Captured	Signature 
	22/11/2024	22/11/2024	22/11/2024	
Son of Late Shyamlal Khatik 4no Hume Road, City:- Not Specified, P.O:- Kalighat, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: axxxxxxx6l, Aadhaar No: 96xxxxxxxx3841, Status :Individual, Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Suman Paul Son of Shri Haridas Paul Village- Bergoom, City:- Not Specified, P.O:- Bergoom, P.S:-Habra, District:-North 24-Parganas, West Bengal, India, PIN:- 743263		 Captured	
	22/11/2024	22/11/2024	22/11/2024
Identifier Of Smt Sunanda Guin, Shri Ravi Khatik			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Sunanda Guin	Shri Ravi Khatik-0.469792 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Sunanda Guin	Shri Ravi Khatik-110.00000000 Sq Ft

Endorsement For Deed Number : I - 160215549 / 2024

On 22-11-2024

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

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

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

Presented for registration at 14:57 hrs on 22-11-2024, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Smt Sunanda Guin ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,73,973/-

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

Execution is admitted on 22/11/2024 by 1. Smt Sunanda Guin, Daughter of Late Amarendra Nath Ganguly, 56/56, N.s.c Bose Road, P.O: Regent Park, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession House wife, 2. Shri Ravi Khatik, Son of Late Shyamal Khatik, 4no Hume Road, P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Business

Indetified by Mr Suman Paul, , Son of Shri Haridas Paul, Village- Bergoom, P.O: Bergoom, Thana: Habra, , North 24-Parganas, WEST BENGAL, India, PIN - 743263, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,553.00/- (B = Rs 1,500.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,521/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/11/2024 11:54AM with Govt. Ref. No: 192024250285618088 on 22-11-2024, Amount Rs: 1,521/-, Bank: SBI EPay (SBlePay), Ref. No, 1901963954135 on 22-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 010852, Amount: Rs.100.00/-, Date of Purchase: 19/11/2024, Vendor name: SMRITI BIKASH DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/11/2024 11:54AM with Govt. Ref. No: 192024250285618088 on 22-11-2024, Amount Rs: 4,921/-, Bank: SBI EPay (SBlePay), Ref. No, 1901963954135 on 22-11-2024, Head of Account 0030-02-103-003-02


Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

