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THE SIGNATURE OF THE DISTRICT SUB-REGISTRAR IS REQUIRED FOR THE VALIDITY OF THE AGREEMENT. The signature of the District Sub-Registrar is required for the validity of the agreement. The signature of the District Sub-Registrar is required for the validity of the agreement.

District Sub-Registrar-I/T
Alipore, South 24-pargana.

12-03-25

DEVELOPMENT AGREEMENT

This Agreement for Development made on this the 12th day of March
Two Thousand and Twenty Five (2025).

BETWEEN

SRI SUJIT KUMAR GANGULY @ SUJIT GANGULY, (PAN - ADBPG6730H), (AADHAAR - 992642858064), son of Late Tarak Nath Ganguly, by faith -Hindu, by nationality - Indian Citizen, by occupation- Service, residing at 10/4D, Nepal Bhattacharya Street, P.O. & P.S. Kalighat, Kolkata - 700026, District - South 24 Parganas, West Bengal, 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 his 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 Shyamlal Khatik, by faith Hindu, by nationality - Indian Citizen, by occupation Business, residing at 4, Hume Road, P.O. & P.S. Kalighat, Kolkata 700026, District - South 24 Parganas, West Bengal, 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 before the Kolkata Municipal Corporation being Assessee no. 11-083- 25-0055-0 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, his 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 700026, 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 17.04.1988 leaving behind 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. Be it mention here that the wife of Taraknath Ganguly namely Chhaya Ganguly was pre-deceased him on 20.01.1988.

AND WHEREAS another son of Late Bhupendra Nath Ganguly, namely Late Haradhan Ganguly, died intestate on 28.09.2003, followed by the death of his wife Reba Ganguly on 04.04.2007 leaving behind his one son namely Anirban Ganguly

who inherited the entire share of Late Haradhan Ganguly according to Hindu Laws of Succession Act.

AND WHEREAS in the year 17.04.1988 said Tarak Nath Ganguly died intestate leaving behind his three sons namely Ajit Kumar Ganguly, Ranjit Ganguly, and Sujit Ganguly, as his only legal heirs and successors as per Hindu Successions Act, and thereafter said Ajit Kumar Ganguly, Ranjit Ganguly, and Sujit Ganguly, jointly became the owners of 1/3rd undivided share each, i.e., more or less 205 Sq.ft land with 111 Sq.ft structure for each out of 615 Sq.ft land with 333 Sq.ft structure within the share of their father Tarak Nath Ganguly, since deceased.

AND WHEREAS Sri Sujit Ganguly, the present owner herein, is the undivided joint owner of ALL THAT piece and parcel of undivided 1/3rd share of land measuring about undivided 205 square feet more or less and structure 111 square feet out of 615 Sq.ft land with 333 Sq.ft structure within the share of their father Tarak Nath Ganguly, since deceased, 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 herein being 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:** shall mean and include SUJIT KUMAR GANGULY @ SRI SUJIT GANGULY son of Late Haradhan Ganguly, by faith Hindu, Indian Citizen, by occupation Service, residing at 10/4D, Nepal Bhattacharya Street, P.O. & P.S. Kalighat, Kolkata-700 026.

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 share of land measuring about undivided 205 square feet more or less alongwith structure 111 square feet more or less out of the 1/3rd share of Taraknath Ganguly, i.e., 615 square feet land more or less alongwith structure 333 square feet more or less within the entire landed property measuring about 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, 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, lift (if installed), 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 mean the owner will get a self contained flat at the constructed area of the newly proposed building measuring about 500 square feet super built up area equivalent to 400 square feet built up on the Ground floor, South Western side in the proposed building to be constructed thereon together with the right, title and interest in common facilities and amenities at the newly proposed building as more fully described in the **SECOND SCHEDULE** hereunder written.

1.9 **DEVELOPER'S ALLOCATION:** shall mean the remaining 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, and 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 24 (twenty four) months from the date of commencement of work after getting 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 their 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 their 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 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, which 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 mens and labourers of developer who are working at first schedule property but owner have no liability in this regard. The Developer has sole responsibility in this regards.

10.3 The owner shall execute and register a Power of Attorney in favour of his heirs or successor 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 heirs 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 getting

vacant possession of the premises from the owners or demolish the existing structure or obtained sanctioned plan whichever is later.

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 deemed 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 for shifting to the 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 1/3rd share of land measuring about undivided 205 square feet more or less alongwith structure 111 square feet more or less out of the 1/3rd share of Taraknath Ganguly, i.e., 615 square feet land more or less alongwith structure 333 square feet more or less within the entire landed property measuring about 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, Assessee no. 11-083-25-0055-0, 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.10/4/1/1B,
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 : 14" feet wide Road.

Road Zone:- (Dharmadas Bhattacharjee Abaitanik Primary School - Kalighat Road (slum area)

THE SECOND SCHEDULE ABOVE REFERRED TO
(The Owner's Allocation)

The owner shall mean the owner will get a self contained flat at the constructed area of the newly proposed building measuring about 500 square feet super built up area equivalent to 400 square feet built up on the Ground floor, South 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 newly proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

Developer's Allocation: shall get remaining 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
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 and one exhaust fan one Indian type Pan and 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.

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.

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.

THE FIFTH 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 except 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. (If installed)

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. The expenses of maintaining and repairing the main structure, main walls, roof and in particular, the water pipes, water lines, water tanks etc. of the building and also electric lines for common lights and pump.
2. The cost of cleaning and lighting the passage, stair case etc. and other parts and the building used by the buyers in common with the owners and occupiers of the other flat/s.
3. Reasonable salaries of a caretaker, sweeper and night guard for the common parts.
4. The cost of maintaining, servicing, substituting, repairing and working of common lights. All expenses of common service and in connection with common areas and facilities as mentioned above.
5. Municipal /building and multi storied building taxes and other outgoing etc.
6. Insurance premium of the building against any natural calamities.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
Common restrictions imposed in respect of the flat/building.

1. Not to use the said flat or permit the same to be used for purposes other than residence and shall not use the same for any other purposes for which may cause nuisance to the other owners and occupiers of other flats comprised in the neighbors.
2. Not to do or permit to be done any act, or thing which may render void or voidable any policy in insurance on any flat or in any part of the building or may cause or increase in the premium payable in respect thereof.
3. The purchasers shall not throw any dirt, rubbish or other refuses, wastes or permit the same to be thrown into the lavatories cisterns water or water pipe/pipes in the said flat.
4. The purchasers shall not be entitled to make color wash or white wash at the outside of their own portion and it shall be decided by all the flat owners or the Society.
5. The exterior of the building shall not be decorated otherwise than in the manner agreed to by a majority (in accordance with the area owned) of the owner of the flats comprised in the building. In the manner as may be in which the same was previously decorated.
6. The Purchasers shall not store any heavy goods or articles in the common areas, paths, passages, stair-case or other common portions which may cause obstruction in free ingress & egress of other flat owners of the Building.
7. That the purchasers shall not make any claim for any separation or demarcation in respect of the undivided proportionate share of land of the said premises as the same shall remain be impartial and joint in nature at all time in future.

IN WITNESS WHEREOF the parties herein have signed, sealed and delivered these presents on the day, month and year first above written.

Witnesses: -

1

Suman Ganguly

10/4D, Nepal Bhattacharjee
Street, Kol- 700026.

Sujata Ganguly

Signature of the Land Owner

2.

Mummun Ganguly,
10/4D, Nepal Bhattacharjee
Street. Kol- 26

Soumitra Ganguly

Signature of Developer

Drafted, Read Over and
Explained by me in Bengali
Koushik Banerjee
Advocate
Alipore Criminal & Judges Court
Kolkata - 700027
F1 727 113



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

Name..... SUJIT GANGULY
 Signature..... Sujit Ganguly



	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
left hand					
right hand					

Name.....
 Signature.....

THE KOLKATA MUNICIPAL CORPORATION

MUNICIPAL ASSESSMENT BOOK

LAND AND BUILDING ASSESSMENT DEPARTMENT

Assessee No.	Ward No.	Borough No.	Premises No.	Street No.	Name of the Street	Owner Name	Person Liable To Pay Tax	Address	Is Heritage	Is Pond
110832500550	083	8	10/4D	25	NEPAL BHATTACHARJEE STREET	SRI TARAKNATH, AMARENORANATH, HARADHANIE GANGULI MINOR REPRESENTED BY HIS NATURAL GUARDIAN FATHER SRI B.N. GANGULY.		10/4D NEPAL BHATTACHARJEE ST CALCUTTA-26.	N	N

Area Details: Dag No.- Khatian No.- Mouza- Parking area- Common area-

No Of Stories	Nature Of Use	Plot Area	Covered Area	Floor Area	Land Area	Exempt on Applied	Exempt on Till	Exemption Rate	Residential	Non Residential	Classified Ownership	Operative GR Quarter
1	D.H.											4/2016

PARTICULARS OF SUBSEQUENT ALTERATIONS

Annual Valuation	Assmt. u/s	Rate	Date of Alteration of AV	Date of effect of Alteration	Quarterly Payable	Rebate under u/s 171(5) @25% of consolidated Rate	Quarterly Payable after Rebate	H.B.T.	Manual Capp Tax	Comm Rate	Surcharge	Gross Payable	Rebate Amount	Net Payable per Quarter	Quarter of Issuing of F.S bills
1300	ARV	12.2	25/03/2004	01/07/1999	39.65	0.00	39.65	1.63	0	50.0	0.00	41	2.05	39	2/1999
1620	ARV	12.7	31/03/2009	01/07/2005	51.44	0.00	51.44	2.03	0	50.0	0.00	53	2.65	50	2/2005
1860	ARV		10/09/2022	01/01/2017	63.33	0.00	63.33	2.33	0	50.0	0.00	66	3.30	63	4/2016



IDENTITY CARD

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)
KOLKATA - 700 027
PHONE : CIVIL : 2479-9335/7330, CRIMINAL : 2479-1477



Card No. : IP/496
Name : KAUSHIK BAKSHI Advocate
Father's/Husband's name : Bonomali Bakshi
Address : 138, Peary Mohan Roy Road,
Kolkata - 700 027

Ph. No. : 9836720253

W.B. Bar Council Enrolment No. : F.1727/2013 *[Signature]*
SECRETARY

Kaushik Bakshi

Major Information of the Deed

Deed No :	I-1603-04823/2025	Date of Registration	12/03/2025
Query No / Year	1603-2000733227/2025	Office where deed is registered	
Query Date	12/03/2025 11:15:35 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	KAUSHIK BAKSHI ALIPORE POLICE COURT, KOLKATA, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836720253, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 6,24,223/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

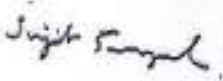
District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nepal Bhattacharjee Street, Road Zone : (Dharmadas Bhattacharjee Abaitanik Primary School -- Kalighat Road (Slum Area)) , Premises No: 10/4D, , Ward No: 083 Pin Code : 700026

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	1/-	5,40,973/-	Width of Approach Road: 14 Ft,
Grand Total :				.4698Dec	1 /-	5,40,973 /-	

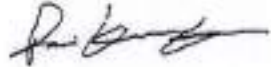
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	111 Sq Ft.	1/-	83,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 111 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		111 sq ft	1 /-	83,250 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SUJIT KUMAR GANGULY, (Alias: Mr SUJIT GANGULY) Son of Late TARAKNATH GANGULY Executed by: Self, Date of Execution: 12/03/2025 , Admitted by: Self, Date of Admission: 12/03/2025 ,Place : Office		 Captured	
	12/03/2025		LTI 12/03/2025	12/03/2025
10/4D, Nepal Bhattacharjee Street, City:- Kolkata, P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: ADxxxxxx0H, Aadhaar No: 99xxxxxxxx8064, Status :Individual, Executed by: Self, Date of Execution: 12/03/2025 , Admitted by: Self, Date of Admission: 12/03/2025 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RAVI KHATIK (Presentant) Son of Mr SHYAMLAL KHATIK Executed by: Self, Date of Execution: 12/03/2025 , Admitted by: Self, Date of Admission: 12/03/2025 ,Place : Office		 Captured	
	12/03/2025		LTI 12/03/2025	12/03/2025
Son of Mr SHYAMLAL KHATIK HUME ROAD, 4, City:- Kolkata, 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: 12/03/2025 , Admitted by: Self, Date of Admission: 12/03/2025 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KAUSHIK BAKSHI Son of Mr B BAKSHI ALIPORE POLICE COURT, City:- Kolkata, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	12/03/2025	12/03/2025	12/03/2025
Identifier Of Mr SUJIT KUMAR GANGULY, Mr RAVI KHATIK			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SUJIT KUMAR GANGULY	Mr RAVI KHATIK-0.469792 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SUJIT KUMAR GANGULY	Mr RAVI KHATIK-111.00000000 Sq Ft

Endorsement For Deed Number : I - 160304823 / 2025

On 12-03-2025

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 17:07 hrs on 12-03-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RAVI KHATIK ,Claimant.

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 6,24,223/-

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

Execution is admitted on 12/03/2025 by 1. Mr SUJIT KUMAR GANGULY, Alias Mr SUJIT GANGULY, Son of Late TARAKNATH GANGULY, 10/4D, Road: Nepal Bhattacharjee Street, , P.O: KALIGHAT, Thana: Kalighat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Service, 2. Mr RAVI KHATIK, Son of Mr SHYAMLAL KHATIK, HUME ROAD, 4, P.O: KALIGHAT, Thana: Kalighat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Business
Indetified by Mr KAUSHIK BAKSHI, , Son of Mr B BAKSHI, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (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 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/03/2025 11:22AM with Govt. Ref. No: 192024250442665748 on 12-03-2025, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3292685473217 on 12-03-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 589, Amount: Rs.100.00/-, Date of Purchase: 04/03/2025, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/03/2025 11:22AM with Govt. Ref. No: 192024250442665748 on 12-03-2025, Amount Rs: 4,920/-, Bank: SBI EPay (SBlePay), Ref. No. 3292685473217 on 12-03-2025, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2025, Page from 149746 to 149784
being No 160304823 for the year 2025.



Debasish Dhar

Digitally signed by Debasish Dhar
Date: 2025.04.02 16:14:53 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 02/04/2025
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.