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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 851775

16/10
S - 2476299

JOINT DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the 16th day of
October 2023 (Two Thousand Twenty Three) ;

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

BETWEEN

District Sub-Register
Alipore, South 24-Parganas

16 OCT 2023

SRI MADHUSUDAN GHOSH, (PAN- BKHPG2358F, AADHAAR NO. 4349 1184 9686), son of Late Panchu Gopal Ghosh, by creed Hindu, by occupation - Service, by nationality Indian, residing at 13, Sashan Kalitala Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, District- South 24 Parganas, hereinafter called "the **OWNER**" (which term of expression shall unless excluded by and/or repugnant to the context be deemed to mean include his heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

SRI DHIMAN GHOSH, (PAN- AHEPG1897Q, AADHAAR NO. 4655 4795 3820), son of Late Mohanto Ghosh, by creed Hindu, by occupation - Business, by nationality Indian, residing at 130, Dakshin Behala Road, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District- South 24 Parganas, hereinafter called "the **DEVELOPER / PROMOTER**" (which term of expression shall unless excluded by and/or repugnant to the context be deemed to mean include his heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS originally Durgamoni Beoa was the owner of 22 decimals of land equivalent to 13 cottahs 4 chittacks 43 sq.ft. land in Mouza- Paschim Barisha, Touzi No. 1-6, 8-10, 12-16, J.L. No. 19, under Khatian No. 895 and 236 appertaining to dag no. 347.

AND WHEREAS while the said Durgamoni Beoa was in possession and enjoyment of the said property she out of her own volition gifted the said property in favour of Tinkori Ghosh, being her sister Shibkali Dashi's son on 28.05.1947 registered in the office of joint sub-registered Alipore, Behala, recorded in book no.I, volume no. 11, page - 204 to 207, being no. 667 for the year 1947.

AND WHEREAS after obtaining right, title and interest while the said Tinkari Ghosh was in possession and enjoyment of the said property, he died intestate on 27.04.1991 leaving behind him surviving two sons namely Sri Panchu Gopal Ghosh and Tarapada Ghosh and two daughters namely Smt. Lila Ghosh and Smt. Anima Ghosh.

AND WHEREAS subsequently Mr. Panchu Gopal Ghosh who obtained undivided 1/4th share of 13 cottahs 4 chittacks 43 sq.ft. that is he obtained 3 cottahs 5 chittacks 11 sq.ft. died intestate leaving behind him surviving one son Madhusudhan Ghosh and five daughters namely Smt. Uma Ghosh, Smt. Gouri Ghosh, Shankari Ghosh, Smt. Gita Shole and Smt. Sita Ghosh as only living heirs and successors, who all jointly inherited.

AND WHEREAS by a registered Deed of Gift dated 13th October 2009 the said five daughters, gifted their respective undivided shares of land unto and in favour of Sri Madhusudhan Ghosh and the said Deed of Gift was registered in the office of D.S.R-II, Alipore and recorded in Book No.1, volume no.18 pages from 126 to 148 being no. 04717 for the year 2009.

AND WHEREAS subsequently the said Mr. Madhusudhan Ghosh and Tarapada Ghosh faced difficulties, common enjoyment of the property and they both amicably by a registered Deed of Partition dated 14.10.2009 partitioned the entire property themselves by meets and bounds. The said deed of partition is registered in the office of D.S.R-II at Alipore, book No.1, CD Volume no.18, pages from 69 to 86, being no. 04714 for the year 2009.

AND WHEREAS by virtue of the Deed of Partition Mr. Madhusudhan Ghosh obtained exclusively in his share 4 cottahs of land together with 400 sq.ft. demarcated portion of the house together with easement right 6 ft. wide passage on the southern side written in tapasil "Ga" and shown by greed verges and marked with letter "B" and the plan annexed with said deed.

AND WHEREAS after obtaining right title and interest Mr. Madhusudhan Ghosh duly mutated his name in the recorded of

KMC and the said property interm known and numbered as Municipal premises no. 16H, Sashan Kalitala Road, mailing address 13, Sashan Kalitala Road, P.S. Thakurpukur, Kolkata - 700008, Assessee no.41-125-21-0151-6, herein after called the said property morefully described in schedule "A" hereunder below.

AND WHEREAS parties herein jointly decided to develop the property through a competent developer.

AND WHEREAS the Owner has no sufficient fund to construct/erect any building upon the said property and being desirous of developing the said property discussed the matter with the Developer company who bears a good reputation in and around the locality and on the basis of the discussion had between the parties both the parties have decided to enter into an Agreement under the terms and conditions as stipulated hereinafter below.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES
HERETO as follows:-**

1. Owner and Developer :

A. OWNER SHALL MEAN :

**SRI MADHUSUDAN GHOSH, (PAN- BKHPG2358F,
AADHAAR NO. 4349 1184 9686), son of Late Panchu**

Gopal Ghosh, by creed Hindu, by occupation - Service, by nationality Indian, residing at 13, Sashan Kalitala Road, P.O. Barisha, P.S. Thakurpukur, Kolkata - 700008, District- South 24 Parganas.

B. DEVELOPER SHALL MEAN :

SRI DHIMAN GHOSH, (PAN- AHEPG1897Q, AADHAAR NO. 4655 4795 3820), son of Late Mohanto Ghosh, by creed Hindu, by occupation - Business, by nationality Indian, residing at 130, Dakshin Behala Road, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District- South 24 Parganas.

2. This Agreement will not be treated as a Partnership between the Owner and the Developer/Promoter or an Agreement for Sale of the said plot by the Owner to the Developers/ Promoters. The Developer/Promoter is given only a right to develop the said property as aforesaid.

3. NEW BUILDINGS :-

Shall mean and include the Building/s to be constructed at the land & premises mentioned earlier paragraphs in accordance with the Plan to be sanctioned by The Kolkata Municipal Corporation.

4. **COMMON AREAS AND COMMON FACILITIES :-**

Shall mean and include corridors, stairs, ways, passages, boundary walls, underneath land, walls, gates, roof, drive ways, underground, sewerages, drains, surface drains, Electric lines, all fixtures & fittings telephone lines, pump room, meter room/space, underground water reservoirs, overhead tank etc. if any provided by the Developer, water facilities water installations, electric installations, fire installations, etc. which may be provided by the Developer/Promoter in the new Buildings. The Occupiers of the proposed multi-storeyed Buildings and the Purchasers of the Flat of the proposed Buildings storeyed Buildings shall have the easement right to enjoy the roof of the proposed Buildings for all ceremonial occasions and for maintaining T.V. Antenna and water tank and overhead reservoir beside common enjoyment of the common parts of the Building.

5. **SALEABLE SPACE :-**

Shall mean the space in the new Buildings available for independent use and occupation by the Developer/ Promoter after making the provisions for common area and common facilities and required thereof and land underneath therewith.

6. **OWNER'S ALLOCATION :-**

On completion of the entire building the developer shall at the 1st instance provide to the owner entire first floor, measuring 1800 sq.ft. super built up area, being Flat nos. A & B and one flat being Flat no. C, measuring 417 sq.ft. super built up area on the third floor of the proposed building.

Beside that the developer shall provide to the owner one car parking and one shop room which jointly measures 200 sq.ft. super built up area.

Beside that the developer has agreed to pay to the owner a total sum of Rs.13,15,000/- (Rupees thirteen lakhs fifteen thousand) only which will be paid in the following manner :-

- i. At the time of first floor roof casting Rs.10,00,000/-
- ii. At the time of hand over possession of owner's allocation Rs.3,15,000/-.

That the Developer/ Promoter shall pay a sum of Rs.5,000/- only per month to the Owner for shifting shall continue till delivery of complete full vacant khas possession is made.

7. **DEVELOPER'S/PROMOTER'S ALLOCATION :-**

Shall mean remaining constructed area of the proposed G+ III storied building after providing Owner's allocation in the new building / buildings which includes residential, commercial and together with common easement rights upon the common parts and facilities and undivided land area will be the Developer/ Promoter's allocation fully described in the Schedule "C" hereunder written and together with

the absolute right on the part of the Developer/ Promoter to sell, transfer or to deal with their allocation independently with the prospective Buyer/s and intending Transferee/s. The Owner shall have no responsibility & liability towards the amount received by the Developer /Promoter in their own account for sale of Developer /Promoter's allocation.

8. THE ARCHITECT :-

Shall mean such qualified person/s with requisite qualification, who will be appointed by the Developer/Promoter for designing and planning of the said New Building/s of the project showing in details the built up area/super built up area, common areas and common facilities like meter room, pump house, fire extinguisher etc.

9. BUILDING PLANS :-

Shall mean such plan that will be prepared in the name of the Owner by the Developer/Promoter through their Architect at their own costs and to be subject to approval by the Owner and a copy of the sanction plan shall be handed over to the each owner against receipt.

10. TRANSFER:-

With its grammatical variations shall include transfer by possession and by any other means subject to registration

according to law adopted for effecting what is understood as a transfer of space in G+III storied Building to purchase thereof .

11. TRANSFEREE :-

Shall mean a person, firm, limited company, association of persons Co-operative Society. Limited Liabilities Partnership according to law to whom any space in the Building will be transferred.

12. TIME

Shall mean the construction shall be completed positively within 24 months from the date of sanction of the building plan or from the date of commencement certificate from KMC and /or from the date of getting peaceful vacant khas possession of the said property which ever will be the later. The developer will start the construction within one month from the date of sanction of building plan and the developer shall proceed to get sanction plan within 6(six) months from the date of signing agreement, otherwise the developer shall be held responsible for delay and shall be further responsible for damages and compensation. In this regard time is the essence of this Agreement.

13. WORD

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and

vice-versa and similarly words importing neutral gender shall include masculine and feminine genders, subject to general clause Act.

COMMENCEMENT

This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement and Registration thereof.

OWNER' RIGHTS AND REPRESENTATIONS

1. The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
2. None other than the Owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

DEVELOPER'S RIGHTS

1. The Owner hereby grant subject to what have been hereunder provided, exclusive right to the Developer to build upon and to exploit commercially the said properties and shall be able to construct the new Buildings thereon in accordance with the Plan to be sanctioned by the authority of the Kolkata Municipal Corporation with or without any amendment and/or

modification thereto made or cause to be made by the Developer hereto subject to the approval of the authority of Kolkata Municipal Corporation and/or any other statutory Authority.

2. All applications, plans and other papers and documents as may be required by the Developer/Promoter for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer/Promoter on behalf of the Owner at their own costs and expenses and the Developer/Promoter shall pay charges and bear all fees including Architect's fees, required to be paid or deposited for exploitation of the said property, provided however that the Developer/Promoter shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer/Promoter.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer / Promoter or as creating any right, title or interest in respect of the Developer/Promoter than an exclusive right and interest by the Developer/Promoter no commercially use the same in terms hereof and to deal with the entire allocation of the

Developer/Promoter in the new Building in the manner hereinafter stated.

-:: CONSIDERATION ::-

In consideration of the Owner having agreed to permit the Developer/Promoter to commercially exploit the said property and to construct, erect and build a new Building at the Developer's/ Promoter's cost and risk in accordance with the Plan which will be sanctioned in the name of the Owner by the authority of K.M.C. in accordance with the specification and material description of which are stated in details in the SCHEDULE - "D" below.

A. That Owner's allocation shall mean that on completion of the entire project the Developer/Promoter shall at the first instance provide the Owner in the following manner :

On completion of the entire building the developer shall at the 1st instance provide to the owner entire first floor, measuring 1800 sq.ft. super built up area, being Flat nos. A & B and one flat being Flat no. C, measuring 417 sq.ft. super built up area on the third floor of the proposes building.

Beside that the developer shall provide to the owner one car parking and one shop room which jointly measures 200 sq.ft. super built up area.

Beside that the developer has agreed to pay to the owner a total sum of Rs.13,15,000/- (Rupees thirteen lakhs fifteen thousand) only which will be paid in the following manner :-

- i. At the time of first floor roof casting Rs.10,00,000/-
- ii. At the time of hand over possession of owner's allocation Rs.3,15,000/-.

That the Developer/ Promoter shall pay a sum of Rs.5,000/- only per month to the Owner for shifting shall continue till delivery of complete full vacant khas possession is made.

1. That the Owner shall give quiet, peaceful and unencumbered permissive possession of the aforesaid premises to the Developer/Promoter simultaneously with the execution of this Agreement enabling the Developer/Promoter to survey the entire premises and for making soil testing and preparation of the proposed Building Plan.
2. Shall mean the construction shall be completed positively within 24 months from the date of sanction of the building plan and /or from the date of getting peaceful vacant khas possession of the said property which ever will be the later.
3. That the Developer /Promoter shall on completion of the new building put the Owner in undisputed peaceful vacant possession of the Owner allocation with all easement rights together with all rights in common utility areas and roof right

4. That the Developer /Promoter shall be exclusively entitled to the Developer's/promoter's allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting the Owner's allocation and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's/Promoter's allocation. The Owner shall only transfer by way of proper Deed of Conveyance either in favour of the Developer/Promoter or in favour of the nominee/s except the proportionate share of land of the Owner.

5. In so or as necessary all dealing by the Developer/Promoter in respect of the new Building shall be in the name of the Owner for which purpose the Owner undertakes to give the Developer/Promoter a Power of Attorney in the form and manner reasonably required by the Developer/Promoter for construction and sale of the Developer's allocation. It is being understood, however, that such dealings shall not in any manner fasten or create or encumber any financial or legal liabilities upon the Owner nor there shall be any clause inconsistent with or against the terms mentioned in this Agreement.

6. That the Owner shall execute the Deed of Conveyance/s in favour of the Developer/Promoter or its nominee/s in respect of such part or parts of the new Building as shall be required by the Developer/Promoter all costs and all expenses (including Income Tax Clearance Certificate) in that behalf will be borne and paid by the Developer/Promoter.

COMMON AREAS AND COMMON FACILITIES

1. The Developer/ Promoter shall pay and bear all property taxes and other dues and outgoings in respect of the said Building accruing due as and from the date of handing over vacant possession of the said property or part of it, by the Owner to the Developer/Promoter. If there are any dues of property taxes or any other taxes in respect of the said property before the date of handing over the same to the Developer/Promoter that would be borne by the Owner.

2. As soon as the Building is/are completed within the time hereinafter mentioned, the Developer/Promoter shall give written to the Owner for their 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 and after 30 (Thirty) days from the date of service of such notice and

at all times thereafter the Owner shall be exclusively responsible for payment of all property taxes, rates, duties and other public and Govt imposed outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the **SAID RATES**") payable in respect of the Owner' allocation, the said rates to be apportioned pro-rate with reference to the saleable spaces in the Building, if they are levied on the Building as whole.

3. From the date of delivery of peaceful vacant possession of the Owner's allocation, the Owner shall pay to the Developer/ Promoter or to the Owner's Association as the case may be the service charges for the common facilities in the new Buildings.

4. That any transfer of any part of the Owner's allocation in the new Building shall be subject to the provisions hereof and the transferee be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.

5. The Owner shall not do any act, deed or thing whereby the Developer/ Promoter may be prevented from, construction completion of the said Buildings.

-::COMMON RESTRICTIONS::-

The Owner's allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's/Promoter's allocation in the new Buildings intended for common benefits of all occupiers of the New Building, which shall include the following:-

1. Both the Owner and Developer/Promoter and/or their nominee/s shall not use of their respective allocation in the new Building on any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisances hazard to the Owner/Occupiers of the new Building. The Developer/Promoter and his nominee/s shall also not use or permit to be used of the Developer's/ Promoter's allocation in the new Building or any portion thereof for carrying on any obnoxious, illegal and immoral activity nor use thereof for any purpose, which may cause any nuisance hazards to the Owner/s of the new Buildings.
2. Both the Parties shall abide by all laws, bye-laws, rules & regulations of the Government, local bodies and associations

when formed in future as the case may be without invading the right of the Owner.

3. The respective allottee shall keep their respective allocation in the Building in good working conditions and repairs.
4. Neither Party shall throw accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors or any other portions of the new Building.

-::OWNER' OBLIGATIONS::-

1. The Owner hereby agrees and covenants with the Developer/ Promoter not to cause any interference or hindrance in the continuous construction of the Buildings at the said property by the Developer/ Promoter.
2. The Owner hereby agree and covenant not to do any act, deed or thing whereby the Developer/ Promoter may be prevented from selling, assigning and /or disposing of any portion/s of the Developer's /Promoter's allocated portion in the said new Buildings or of the said property save and except the undivided share of land of the Owner' allocation.

3. The Owner shall always put their signatures in the Deed of Agreements for Sale as Confirming Party for the allocation of the Developer/Promoter regarding selling out undivided share of land of the said property.
4. The Owner herein agree and covenants with the Developer/Promoter not to let out, grant, lease, mortgage and/or charge the demarcated allocated portion of the Developer/Promoter in the new building/ buildings but shall have all right to let out, their allocated portion of any person or persons, company grant, lease, mortgage and/or charge/ companies after demarcation of Owner & Developer/Promoter allocation save and except the Developer's/Promoter's allocation.
5. The Owner hereby agree to put their signature in the Plan/s as will be prepared by the Developer/Promoter through their Architect and all other allied documents including mutation of the property etc.
6. The Owner hereby agree and covenants with the Developer/ Promoter that the developer will be sole owner

of all debris and/or raw materials after demolition of the existing structure.

-:: DEVELOPER'S /PROMOTER'S OBLIGATIONS ::-

The Developer/Promoter hereby agrees and covenant with the Owner: -

1. Shall mean the construction shall be completed positively within 24 months from the date of sanction of the building plan and /or from the date of getting peaceful vacant khas possession of the said property which ever will be the later.
2. Not to violate or contravene any of the provisions or rules applicable for construction of the Building.
3. That the developer shall pay one shifting charges @ Rs.5000/- per month to the owner till handing over till owner allocation.

-:: OWNER'S INDEMNITY ::-

The Owner hereby undertake that the Developer/Promoter shall be entitled to the said constructions and shall enjoy their allocated portion without any interference and/or disturbance

provide the Developer's/Promoter's performance and fulfils all and singular as the terms & Conditions herein contained and/or its part to be observed and performed.

-:: DEVELOPER'S/PROMOTER'S INDEMNITY ::-

1. The Developer / Promoter hereby undertakes to keep the Owner indemnified against all Third Party claims and action arising out of any sort of act or omission or commissions of the Developer in or in relation to the construction of the said new Building strictly in terms of the Plan to be sanctioned by the competent authority.

2. The Developer/Promoter hereby undertakes to keep the Owner indemnified against allocation, suits, costs, proceedings and claims that may arise out of the Developer's/Promoter's allocation with regard to the development of the said premises and/or in the manner of construction of the said new Buildings and/or any defect therein.

-:: MISCELLANEOUS ::-

1. The Owner and the Developer/Promoter have entered into the Agreement purely as a contract and nothing contained

herein shall be deemed to construe as partnership between the Developer/Promoter and the Owner. The Parties hereto can proceeds with this Agreement.

2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owner of the said property or any part thereof to the Developer/Promoter or is creating any right, title and interest in respect thereof in the Developer/Promoter other than an exclusive right to exploit the same in terms thereof herein provided however the Developer/Promoter shall be entitled to mortgage the property and to borrow money from any Bank/s without creating any financial liability on the Owner' or affecting their estate and shall not encumber and/or be liable for payment of any dues of such Bank/s and or any financial institution for that purpose the Developer/Promoter shall keep the Owner' indemnified against all actions, suits, proceedings, cost, charges, and expenses in respect thereof.
3. In Case the description of the said property including dag numbers and Khatian numbers are found defective or insufficient the parties have agreed to rectify the same by

executing a supplementary Deed for its rectification and for correct is not record at the cost and expenses of the Developer.

-:: FORCE MAJEURE::-

1. The Parties hereto shall have not considered to be liable for any obligation hereunder to extent that the performance of the relative obligation was prevented by any Force Majeure and this contract shall remain suspended during the duration of such Force Majeure.
2. Force majeure shall mean flood, earth - quake, riot, war storm, tempest, civil commotion, strikes, lock - out and any other act or commission beyond the control of the Parties thereto.
3. Force Mejeure (means is not a French Version of "Vis major" it is a team wider import, strikes, breakdown of machinery, though not included in "Vis Major" are include in "Force Meajure" i.e. over which he has no control. The expression "arising out of or "Concerning" on in connection with or in consequence of or relating to the contact as to validity of a contact used in Hedge Contracts. But all legal

expenses and cases labour troubles the Developer/Promoter is liable to all liabilities and compensation.

-:: JOINT OBLIGATION::-

1. The Developer/Promoter shall develop and construct a G+III storied Building on the said land as per present rules within the stipulated time, and if any extra storied is permissible under the KMC building rules, proportionate share of allotment shall be enhanced at the same ratio in the allocation between the parties.
2. The Owner will lend their names and signatures in all papers, Plans, documents and Deeds those may come on the way of the Developer/Promoter for successful implementation of the project since the project will develop in the Owner' names and under the Owner's allocation at the cost and risk of the Developer/Promoter.
3. The Owner will forward to the Developer/Promoter the title Deed/s of the land on execution of the Agreement for Developer's/Promoter's record and reference. The said original title Deed/s shall ultimately be returned by the Developer/Promoter to the Owner's Association for its preservation within one year from the date of completion of

the proposed building under the KMC building rules and the owner are entitled for inspection of the originals and further entitled for extract authenticated copy from the developer on demand.

5. If the Developer/Promoter deliberately fails and neglects in completion the entire project and/or to handover the Owner allocation within the stipulated period i.e. within 24 (TWENTY FOUR) months from the date of sanction of the Building Plan or from the date of receiving peaceful vacant possession of the said property, save and except situation beyond control of the Developer, the Developer/ Promoter shall pay a sum of Rs.5,000/- only per month to the Owner towards damages and compensation and simultaneously expenses for shifting shall continue till delivery of complete full vacant khas possession is made.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land physically measuring more or less 3 Cottahs 15 Chittacks together with 100 sq.ft. structure standing thereon in Mouza- Paschim Barisha, Touzi No. 1-6, 8-10, 12-16, J.L. No. 19, under Khatian No. 895 and 236

appertaining to dag no. 347, being premises no. 16H, Sashan Kalitala Road, mailing address 13, Sashan Kalitala Road, P.S. Thakurpukur, Kolkata - 700008, within the limits of the Kolkata Municipal Corporation, Ward no. 125, Assessee no.41-125-21-0151-6, District- South 24 Parganas, together with all rights of easements, benefits, facilities, privileges and other advantages attached therein and the said property is butted and bounded in the manner following: -

- ON THE NORTH** : Sashan Kalitala Road.
ON THE SOUTH : 9' feet wide common passage.
ON THE EAST : Tarapada Ghosh House.
ON THE WEST : 6' feet wide common passage.

SCHEDULE "B" ABOVE REFERRED TO

On completion of the entire building the developer shall at the 1st instance provide to the owner entire first floor, measuring 1800 sq.ft. super built up area, being Flat nos. A & B and one flat being Flat no. C, measuring 417 sq.ft. super built up area on the third floor of the proposed building.

Beside that the developer shall provide to the owner one car parking and one shop room which jointly measures 200 sq.ft. super built up area.

Beside that the developer has agreed to pay to the owner a total sum of Rs.13,15,000/- (Rupees thirteen lakhs fifteen thousand) only which will be paid in the following manner :-

- i. At the time of first floor roof casting Rs.10,00,000/-
- ii. At the time of hand over possession of owner's allocation Rs.3,15,000/-.

That the Developer/ Promoter shall pay a sum of Rs.5,000/- only per month to the Owner for shifting shall continue till delivery of complete full vacant khas possession is made.

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's allocation)

Shall mean remaining constructed area of the proposed G+ III storied building after providing Owner' allocation in the new building / buildings which includes residential, commercial and together with common easement rights upon the common parts and facilities and undivided land area will be the Developer/ Promoter's allocation and together with the absolute right on the part of the Developer/ Promoter to sell, transfer or to deal with their allocation independently with the prospective Buyer/s and intending Transferee/s. The Owner shall have no responsibility & liability towards the amount received by the Developer /Promoter in their own account for sale of Developer /Promoter's allocation.

THE SCHEDULE "D" ABOVE REFERRED TO**(Specification - At Builder's Cost)**1. **STRUCTURE:-**

R.C.C. (1:2:4) framed structure isolated column footing or as per design requirement.

2. **BRICK WORK: -**

Brick work with good quality bricks in cement mortar outer walls 5" or 8" and inside partition wall 3"/5" brick work in cement mortar.

3. **FLOORING: -**

Drawing-cum-dining, kitchen, toilets and balcony all bed rooms with vitrified ISI branded tiles with skirting 6". All bath room wall colour glazed tiles, staircase and staircase landing will be marble finishing with iron railing.

4. **DOORS:-**

4" x 3" sal wooden door frame for bed rooms, drawing-cum-dining, 4" x 2" wooden door frame for verandah, bath room and kitchen, 1 ½ " thick commercial flush door for all inside door and P.V.C. laminated doors in toilets, main door will be made by sal wooden frame and flush door with front side lamination trick ply.

5. **WINDOWS: -**
Anodized aluminium sliding windows with modern iron grill.
6. **DOORS AND WINDOWS FITTINGS: -**
Iron steel bolts for all doors and windows, hatch bolts (heave) for main dooring and stopper for all doors and windows, door with a coat of primer with enamel paints.
7. **WALL FINISHING: -**
Cement plaster wall with Putty and primer colour coating.
8. **OUTSIDE PAINTS:-**
Cement base paints for exterior walls.
9. **ELECTRICALS: -**
Concealed wiring with 2 light point, one plug point for all rooms, three lights, two fans, three plug points each of 15 amp. For drawing-cum-dining hall and three points for each of all entries.
10. **TOILET: -**
Each toilet white modern English commode, one white wash basin, one HOPE cistern one C.P. porcelain shower.
11. **KITCHEN :-**
One R.C.C. cooking platform black stone with green marble with one steel sink two C.P. taps, plain coloured glazed tiles on dado over platform upto 36".

12. **WATER SUPPLY:** -
Adequate KMC Water provision.
13. **TELEPHONE.** -
Concealed wiring upto drawing room (phone connection to be obtained by the Owner at their cost).
14. **POWER SUPPLY:** -
Individual meter for each Flat to be arranged provided by the developer at his own cost and expenses including expenses for transformer if necessary.
15. **CHANGES:** -
No external changes are allowed internal charges may be allowed with prior approval and payment of additional cost before taking up the modifications.
16. **STAIRCASE:** -
Marble and grill facing.
17. **ROOF:-**
Water proofing (chemical) treatment on roof.
Be it noted that if any Transferor and Main Service will install in the said building by the CESC then the said cost will be borne proportionately by each flat purchaser.

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

SIGNED, SEALED & DELIVERED
By the Parties at Kolkata in the
Presence of :

WITNESSES :

- 1. *BRINDA*
18, Sarkar Kali tala Road
KOL-8
- 2. Anup Ghosh *→*
13, Sarkar Kali tala Road
KOL-8

RAMESH

SIGNATURE OF THE OWNER

Dilman Ghosh

SIGNATURE OF THE DEVELOPER

Drafted by :
A. K. Chaudhuri
Advocate *WB/589/73*
Alipore Judges Court
Kolkata-700027

Thumb 1st Finger Middle Finger Ring finger Small Finger

	Left hand					
	Right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger



Left hand					
Right hand					

Name
Signature *Hasan Ali Khan*

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand					
Right hand					

Name
Signature *Dhiman Ghosh*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

	Left hand					
	Right hand					

Name
Signature



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



280920232023880996

GRIPS Payment Detail

GRIPS Payment ID:	280920232023880996	Payment Init. Date:	28/09/2023 18:03:59
Total Amount:	41	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1299898802215	BRN Date:	28/09/2023 18:05:25
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Dhiman Ghosh
Mobile: 9831242292

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240238809978	Directorate of Registration & Stamp Revenue	41
Total			41

IN WORDS: FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240238809978

GRN Details

GRN:	192023240238809978	Payment Mode:	SBI Epay
GRN Date:	28/09/2023 18:03:59	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1299898802215	BRN Date:	28/09/2023 18:05:25
Gateway Ref ID:	202327102274424	Method:	State Bank of India New PG DC
GRIPS Payment ID:	280920232023880996	Payment Init. Date:	28/09/2023 18:03:59
Payment Status:	Successful	Payment Ref. No:	2002476299/2/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Dhiman Ghosh
Address:	130,Dakshin Behala Road
Mobile:	9831242292
Period From (dd/mm/yyyy):	28/09/2023
Period To (dd/mm/yyyy):	28/09/2023
Payment Ref ID:	2002476299/2/2023
Dept Ref ID/DRN:	2002476299/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002476299/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2002476299/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				41

IN WORDS: FORTY ONE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1602-15358/2023	Date of Registration	16/10/2023
Query No / Year	1602-2002476299/2023	Office where deed is registered	
Query Date	28/09/2023 1:05:09 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Md Mahsin 63, Panch Masjid Road,,Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 9831672757, Status :Solicitor firm		
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. 28,61,997/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,020/- (Article:48(g))		Rs. 53/- (Article:E, E, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



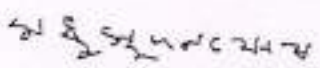
District: South 24-Parganas, P.S:- Thakurpukur, Corporation; KOLKATA MUNICIPAL CORPORATION, Road: Smashan kalitala Road, , Premises No: 16H, , Ward No: 125 Pin Code : 700008

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	3 Katha 15 Chatak	1/-	28,34,997/-	Property is on Road
Grand Total :				6.4969Dec	1 /-	28,34,997 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	27,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Madhusudan Ghosh Son of Late Panchu Gopal Ghosh Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	 16/10/2023	 LTI 16/10/2023 Captured	 16/10/2023
13, Sashan Kalitala Road,, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: bkxxxxxx8f, Aadhaar No: 43xxxxxxxx9686, Status :Individual, Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Dhiman Ghosh (Presentant) Son of Late Mohanto Ghosh Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	 16/10/2023	 LTI 16/10/2023 Captured	 16/10/2023
Son of Late Mohanto Ghosh 130, Dakshin Behala Road., City:- , P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ahxxxxxx7q, Aadhaar No: 46xxxxxxxx3820, Status :Individual, Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Sk. Md Mahsin Son of Late Sk Md Shahriar 63, Panch Masjid Road., City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063	 16/10/2023	 16/10/2023 Captured	 16/10/2023
Identifier Of Mr Madhusudan Ghosh, Mr Dhiman Ghosh			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Madhusudan Ghosh	Mr Dhiman Ghosh-6.49687 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Madhusudan Ghosh	Mr Dhiman Ghosh-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160215358 / 2023

On 16-10-2023

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

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

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

Presented for registration at 14:08 hrs on 16-10-2023, at the Office of the D.S.R. -I | SOUTH 24-PARGANAS by Mr Dhiman Ghosh ,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 28,61,997/-

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

Execution is admitted on 16/10/2023 by 1. Mr Madhusudan Ghosh, Son of Late Panchu Gopal Ghosh, 13, Sashan Kalitola Road,, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 2. Mr Dhiman Ghosh, Son of Late Mohanto Ghosh, 130, Dakshin Behala Road,, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Business

Indetified by Sk. Md Mahsin, , Son of Late Sk Md Shahriar, 63, Panch Masjid Road,, P.O: Thakurpukur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Muslim, by profession Service

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 0.00/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/09/2023 6:05PM with Govt. Ref. No: 192023240238809978 on 28-09-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 1299898802215 on 28-09-2023, Head of Account 0030-03-104-001-16
Online on 16/10/2023 2:19PM with Govt. Ref. No: 192023240261408598 on 16-10-2023, Amount Rs: 32/-, Bank: SBI EPay (SBlePay), Ref. No. 4519028679720 on 16-10-2023, Head of Account 0030-03-104-001-16

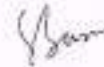
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 20/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 851775, Amount: Rs.5,000.00/-, Date of Purchase: 15/09/2023, Vendor name: Bidyut Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/09/2023 6:05PM with Govt. Ref. No: 192023240238809978 on 28-09-2023, Amount Rs: 20/-, Bank: SBI EPay (SBlePay), Ref. No. 1299898802215 on 28-09-2023, Head of Account 0030-02-103-003-02
Online on 16/10/2023 2:19PM with Govt. Ref. No: 192023240261408598 on 16-10-2023, Amount Rs: 0/-, Bank: SBI EPay (SBlePay), Ref. No. 4519028679720 on 16-10-2023, Head of Account



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