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document are the part of this document

District Sub-Register-II  
Alipore, South 24-parganas\*

08 SEP 2023

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is made on this the <sup>8<sup>th</sup></sup> Day of September Two Thousand Twenty-Three (2023) B E T W E E N

No. 43 Date  
Name  
Address  
Rs 100/-

01 SEP 2023

Bafo DAS  
Advocate  
Alipore Police Court  
No. 27.



for  
Alipore Police Court  
u/s



**SRI ASHOK GHOSH (OCI-A764024)** Having Income tax **PAN-BSHPPG3960P**, son of Late Anil Kumar Ghosh, by occupation –Retired, by faith - Hindu, by Nationality American (United States of America), residing at 107, Goodmans Hill Road, Sudbury, Massachusetts 01776, United States of America, and hereinafter referred to as the **"OWNER/ FIRST PARTY"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and /or assigns) of the **ONE PART**.

**A N D**

**M/S PUJA CONSTRUCTION** a sole proprietorship firm having its office at P-79, Bank Colony, Police Station-Lake, Post office-Dhakuria, Kolkata-700031, represented by its proprietor **SRI BABU ADHIKARY (PAN- AIMPA6565A)(Aadhar No.6781 8655 8200)** son of Late Premananda Adhikary, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 74/D, Rahim Ostagar Road, under Police Station - Lake, Post office- Jodhpur Park, Kolkata- 700045, hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's heirs, executors, administrators, successors, legal representatives and assigns) of the **OTHER PART**:

**WHEREAS** Sri BhagawatProsad Tewari executed a Sale Deed which was registered in the office of the Sub-Registrar of Alipore Sadar, and the same was recorded in vide Book No. I, Volume No. 10, Pages 112 to115, Being No.129 for theyear 1952 in favour of Induprova Ghosh (now deceased), wife of Late Upendra Hath Ghosh, mother of the FIRST PART and mother-in-law andgrandmotherof the SECOND PART therein transferring ALL THAT piece and parcel of land measuring 3 (three) Cottahs 06 (Six) Chittacks 14 (fourteen) square feet together with two storied building thereon lying and situate at Mouza- Dhakuria, J.L. No.18, Khatian No. 373, Dag No. 14, Pargana- Khaspur, within the limits of the then Calcutta Municipal Corporation ward No.95, within police Station Lake, now within the limits of Kolkata Municipal Corporation Ward No.93, being the then Holding No. 14A, Gariahat Road, Kolkata-700068, A.D.S.R. office at Alipore, now within the District: 24-Parganas.

**AND WHEREAS** the said Induprova Ghosh died intestate leaving behind her surviving husband Upendra Nath Ghosh, two sons namely Dilip Kumar Ghosh and Anil Kumar Ghosh as her only heirs and legal representatives to inherit the said property as per law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law of Bengal School of Hindu Law i.e. undivided 1/3<sup>rd</sup> share each of the said property.

**AND WHEREAS** thereafter said Upendra Nath Ghosh died intestate on 02.10.1973 leaving behind his surviving two sons namely Dilip Kumar Ghosh and Anil Kumar Ghosh as his only heirs and legal representatives to inherit the said property as per law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law of Bengal School of Hindu Law i.e. undivided 1/2<sup>nd</sup> share each of the said property.

**AND WHEREAS** thereafter said Anil Kumar Ghosh died intestate on 26.10.1988 leaving behind his surviving wife Shibani Ghosh, one son namely Ashok Ghosh and one daughter Krishna Bose wife of Pradip Kumar Bose as his only heirs and legal representatives to inherit the undivided 1/3<sup>rd</sup> share each of the property left by said Anil Kumar Ghosh as per law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law of Bengal School of Hindu Law i.e. undivided 1/6<sup>th</sup> share each of the Entire property.

**AND WHEREAS** thereafter said Dilip Kumar Ghosh, Shibani Ghosh, Ashok Kumar Ghosh and Krishna Bose jointly mutated their names in respect of **ALL THAT** piece and parcel of land measuring more or less 03 (three) Cottahs 06 (Six) Chittacks 14 (fourteen) square feet together with two storied building thereon lying and situate at Mouza- Dhakuria, J.L. No.18, Khatian No. 373, Dag No. 14, Pargana- Khaspur, within the limits of Kolkata Municipal Corporation Ward No.93, within police Station Lake, being Municipal Premises No. 14A, Gariahat Road, Kolkata-700068, A.D.S.R. office at Alipore, within the District: 24-Parganas and had been jointly in peaceful possession and lawful occupation of the same and enjoying the same by paying the taxes in the Authority Concern.

**AND WHEREAS** thereafter for their better use and enjoyment of the entire property said Dilip Kumar Ghosh, Shibani Ghosh, Ashok Kumar Ghosh and Krishna Bose jointly executed and registered a Deed of partition in respect of the aforesaid property, which was duly executed and registered on 19.06.1992 in the office of Registrar of Assurance Calcutta, and recorded in Book No. I, Volume No.428, Pages from 100 to 113, Being No.12618 for the Year 1992.

**AND WHEREAS** by virtue of the said Partition Deed said Dilip Kumar Ghosh was allotted the **Entire First Floor** of the aforesaid two storied building on the land at **Municipal Premises No. 14A, Gariahat Road, Kolkata-700068**, and Shibani Ghosh, Ashok Kumar Ghosh and Krishna Bose jointly allotted the **Entire Ground Floor** of the aforesaid two storied building on the land at **Municipal Premises No. 14A, Gariahat Road, Kolkata-700068**.



**AND WHEREAS** thereafter said Dilip Kumar Ghosh mutated his name in the records of Kolkata Municipal Corporation in respect the **Entire First Floor** of the aforesaid two storied building on the land at **Municipal Premises No. 14A, Gariahat Road, Kolkata-700068** and Shibani Ghosh, Ashok Kumar Ghosh and Krishna Bose jointly mutated their names in the records of Kolkata Municipal Corporation in respect the **Entire Ground Floor** of the aforesaid two storied building on the land at **Municipal Premises No. 14A, Gariahat Road, Kolkata-700068** and in their respective peaceful possession and lawful occupation of the same and enjoying the same by paying the taxes in the Authority Concern.

**AND WHEREAS** while in absolute possession of the said property, Sri Dilip Kumar Ghosh died intestate on 24<sup>th</sup> October, 1994 leaving behind his wife, Smt. Jaya Ghosh and two daughters, Smt. Mamata Majumdar and Smt. Sujata De Sarkar, as his only legal heirs and successors who inherited his share in the said property in equal proportions in terms with the Hindu Succession Act, 1956 and each became the owner of one-third ( $1/3^{\text{rd}}$ ) undivided share and interest therein.

**AND WHEREAS** The aforesaid Smt. Sujata De Sarkar died intestate on 3<sup>rd</sup> November, 2010 leaving behind her husband, Sri Dipak Kumar De Sarkar, one son Sri Rahul De Sarkar, and one daughter Smt. Madhurima De Sarkar, as her only legal heirs and successors who inherited her share in the said property in equal proportions in terms with the Hindu Succession Act, 1956 and each became the owner of one-ninth ( $1/9^{\text{th}}$ ) undivided share and interest therein.

**AND WHEREAS** as such, the aforesaid Smt. Jaya Ghosh, Smt. Mamata Majumdar, Sri Dipak Kumar De Sarkar, Sri Rahul De Sarkar and Smt. Madhurima De Sarkar, jointly became the absolute owners and absolutely seized and possessed of the said property by virtue of succession and duly mutated their names in the records of the Kolkata Municipal Corporation vide assessee no. 21-093-04-5603-2.

**AND WHEREAS** By a deed of conveyance dated 24<sup>th</sup> November, 2022, registered in the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2022, Pages 457800 to 457837, Being No. 190110444 for the year 2022, the aforesaid Smt. Krishna Basu sold and transferred ALL THAT her one-third ( $1/3^{\text{rd}}$ ) undivided share and interest in the Ground Floor of the said premises together with the proportionate undivided share of the land underneath the said building and the proportionate undivided impartible right to use the common areas, facilities, amenities, easements and conveniences available thereat, in favour of the purchaser therein and the Owner herein for valuable consideration as stated therein, absolutely and forever.

**AND WHEREAS** By a deed of gift dated 25<sup>th</sup> November, 2022, registered in the office of the District Sub-Registrar-IV, Alipore South 24 Parganas and recorded in Book No I, Volume No. 1604-2022, Pages 413414 to 413435, Being No. 160413811 for the year 2022, the aforesaid Smt. Shibani Ghosh transferred, by way of gift, ALL THAT her one-third (1/3<sup>rd</sup>) undivided share and interest in the Ground Floor of the said premises together with the proportionate undivided share of the land underneath the said building and the proportionate undivided impartible right to use the common areas, facilities, amenities, easements and conveniences available thereat, in favour of the purchaser herein, out of natural love and affection absolutely and forever.

**AND WHEREAS** By virtue of the above registered deeds, the owner herein became the absolutely owner and absolutely seized and possessed of the entire Ground Floor of the said premises together with the proportionate undivided share of the land underneath the said building and the proportionate undivided impartible right to use the common areas, facilities, amenities, easements and conveniences available thereat.

**AND WHEREAS** By a deed of Conveyance dated 27<sup>th</sup> January, 2023, registered in the office of the District Sub-Registrar-III, South 24 Parganas and recorded in Book No I, Volume No. 1603-2022, Pages 58859 to 58896, Being No. 160301274 for the year 2023, the aforesaid Smt. Jaya Ghosh, Smt. Mamata Majumdar, Sri Dipak Kumar De Sarkar, Sri Rahul De Sarkar and Smt. Madhurima De Sarkar, jointly transferred, by way of Sale, ALL THAT the Entire First Floor of the said premises together with the proportionate undivided share of the land underneath the said building and the proportionate undivided impartible right to use the common areas, facilities, amenities, easements and conveniences available thereat, in favour of the owner herein, absolutely and forever.

**AND WHEREAS** By virtue of the above registered deeds, the owner herein became the absolutely owner and absolutely seized and possessed of the said land with two storied building together with the proportionate undivided share of the land underneath the said building and the proportionate undivided impartible right to use the common areas, facilities, amenities, easements and conveniences available thereat.

**AND WHEREAS** before execution of this Agreement the Developer herein has already amalgamated the entire property in to a single Assessee No.21-093-04-0012-9 in the name of the owner herein on the basis of an assurance of the owner and at the cost and expenses of the developer herein.



**AND WHEREAS** while seized and possessed the share of the aforesaid property the party of the one part being the owner of **Municipal Premises No. 14A, Gariahat Road, Assessee No.21-093-04-0012-9, Kolkata-700068** more fully described in the **FIRST SCHEDULE** herein.

**AND WHEREAS** the Owner herein expressed his desire to develop his property, which is more fully described in the **First Schedule** hereunder written by constructing a straight three storied building at the said land as per building Plan to be sanctioned by the Kolkata Municipal Corporation with the help of a DEVELOPER.

**AND WHEREAS** the Developer herein, is engaged in the business of undertaking development of properties and/or real estate in and around the city of Kolkata and has acquired great skill and knowledge in the sphere of undertaking such developmental works and has accordingly held itself out thereby representing to the Owner that the Developer is otherwise competent and eligible to execute developmental work in respect of the said property as contemplated in these presents strictly in accordance with the law.

**AND WHEREAS** due to various reasons and lack of experience the Owner herein approached the DEVELOPER to make construction of a straight three storied building at the said land as per building Plan to be sanctioned by the Kolkata Municipal Corporation under the maximum height permissible by the Kolkata Municipal Corporation and/or permitted in accordance with Law. The parties hereto have agreed to pool their respective resources whereby the Owner has agreed to make available the said property and the Developer in its turn has agreed to make available its skill, knowledge, acumen and expertise and also to make available the required finances for the purpose of undertaking development of the said property subject to the terms and conditions hereinafter appearing.

**AND WHEREAS** the DEVELOPER herein satisfied that according to present building rule of the Kolkata Municipal Corporation sanction of multistoried building be feasible.

**AND WHEREAS** the DEVELOPER has agreed to prepare a suitable building plan for economic utilization of the total available F.A.R. on the said property i.e., the **First Schedule** property for and on behalf of the Owner and after approval of such building plan by the Owner submit the same for sanction by the Kolkata Municipal Corporation on name and account of the Owner and further that all costs and incidentals shall be borne by the DEVELOPER.

**AND WHEREAS** in this agreement the term or expression used shall unless to be contrary or repugnant to the subject or context have the meaning as assigned to them hereunder: -

1. **OWNER:** shall always mean **SRI ASHOK GHOSH (OCI-A764024)** Having Income tax **PAN-BSHPG3960P**, son of Late Anil Kumar Ghosh, by occupation -Retired, by faith -Hindu, by Nationality American (United States of America), residing at 107, Goodmans Hill Road, Sudbury, Massachusetts 01776, United States of America.
2. **DEVELOPER:** shall mean **M/S PUJA CONSTRUCTION** a sole proprietorship firm having its office at P-79, Bank Colony, Police Station-Lake, Post office-Dhakuria, Kolkata-700031, represented by its proprietor **SRI BABU ADHIKARY (PAN- AIMPA6565A) (Aadhar No.678186558200)**son of Late Premananda Adhikary, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 74/D, Rahim Ostagar Road, under Police Station -Lake, Post office- Jodhpur Park, Kolkata- 700045.
3. **PREMISES:** shall mean all that **Premises No.14A, Gariahat Road**, being Assessee No.21-093-04-0012-9, under Police Station-Lake, within the limits of Kolkata Municipal Corporation Ward No. 093, Kolkata-700068, Sub-Registry/A.D.S.R. Office at Alipore, District 24 Parganas (South).
4. **THE LAND:** shall mean **ALL THAT** piece and parcel of land measuring more or less 03 (Three) Cottah06 (Six) Chittacks 14 (Fourteen) Square feet together with a two storied building at **Premises No.14A, Gariahat Road**, Sub Registry Office Alipore in the District of South 24-Parganas more fully described in the **First Schedule** hereunder written.
5. **BUILDING:** shall mean structure or superstructure intended to be constructed on the said property to be amalgamated and shall include meter space, pump spaces, reservoir, open and covered spaces intended for the enjoyment of the occupants of the said building including all its easement, appurtenants and appendages.
6. **BUILDING PLAN:** shall mean the plan of proposed straight three storied building which shall be prepared by the DEVELOPER in the name of the Owner and duly signed by him and sanction to be obtained by the DEVELOPER from the K.M.C. and shall include any alteration, modification, revision in accordance with the building rules of the K.M.C.
7. **COMMON FACILITIES** : shall include passages, ways, stairways, corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground water fittings, fixtures, manholes, pit, roof, terrace, water connection and pipe lines,



overhead and underground reservoir, pipe lines, motor pump, fences and boundary wall, courtyard, CESE supply, electric connection and electrical supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, garbage vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment, provisions, maintenance and management of the affairs of the said building in the said premises.

8. **UNITS:** shall mean the independent and self-contained flats, shops, car parking space/s and other constructed space in the building of the said property capable of being exclusively held or occupied by a person.
9. **UNITS OWNER:** shall mean any person or company who acquires, holds any unit/ flat/ shop/ space in the new building and shall include of the building.
10. **CAR PARKING SPACE:** shall mean space or portion of the ground floor of the building and also spaces in the open compound and the ground level of the premises as expressed or intended by DEVELOPER for parking of motor cars not exceeding the medium sized motor car.
11. **SUPER BUILT UP AREA:** according to the context shall in relation to the said unit or any other unit in the building mean and include the covered/ plinth/ built up area of such unit and include the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units, then half of the area under such wall or column shall be included in the area of each unit and shall also to be included in the area of each unit proportionate share of the area of the common area and installations and proportionate share of the ultimate roof of the building.
12. **OWNER'S ALLOCATION:** On completion of the proposed straight three storied building the Owner shall be entitled to get **ENTIRE TOP FLOOR** along with a covered car parking space at the back side fitted with shutter on the Ground floor of said proposed straight three Storied building together with undivided impartible proportionate share of land having its **Premises No.14A, Gariahat Road**, being Assessee No.21-093-04-0012-9, under Police Station-Lake, within the limits of Kolkata Municipal Corporation Ward No. 093, Kolkata-700068, more fully described in the **First Schedule** above with all common users in the said building as to be provided and also a non-refundable amount of Rs.22,00,000/- (Rupees Twenty Two lacs) only, out of which Rs.10,00,000/- (Rupees Ten lac) only at the time of signing of this agreement, Rs.6,00,000/- (Rupees six lacs) only at the time of last roof casting

and balance Rs.6,00,000/- (Rupees six lac) only at the time of hand over the possession of owner's allocation of the new building.

13. **DEVELOPER'S ALLOCATION**: shall mean remaining portion of the new proposed straight three storied building (the flats/ shops and car parking space) including the common facilities and the proportionate open space or proportionate vacant land and all other common facilities, advantages including proportionate right upon the land underneath the structure absolutely belonging to the DEVELOPER after providing for the Owner's Allocation as aforesaid together with absolute right on the part of the DEVELOPER to enter into agreements for sale and/or to transfer, assign, lease or in any way deal with the same as the absolute owner thereof in the manner hereinafter provided but without in any way infringing the rights and interests of the Owner herein.
14. **ARCHITECT**: shall mean such person or persons conforming with all Municipal statutory provisions, rules, regulations and other statutory provisions who shall be appointed by the DEVELOPER herein for designing and planning of the building also for supervision during construction of the building if so, appointed by the DEVELOPER.

#### **ARTICLE – I: TITLE AND DECLARATIONS**

1. The Owner hereby declares that he has good and absolute right, title and interest to the said property without any claim of the right, title or interest of any other person or persons claiming through or under them. The DEVELOPER is satisfied upon investigation of title that the Owner have a good and marketable title free from all encumbrances and liabilities whatsoever to enter into any agreement with the DEVELOPER.
2. The Owner hereby undertakes and assure the DEVELOPER that they shall be entitled to construct and complete the total building with all responsibilities as agreed between the parties and to retain and deal with the DEVELOPER'S Allocation therein without any interference from the owner or any other person/s claiming through and under him or in trust for him.

#### **ARTICLE – II: ALLOCATION OF SHARES IN THE CONSTRUCTED BUILDING**

The Owner hereby declare that out of entire proposed building to be constructed on the land which is mentioned in the **First Schedule**, as per sanction plan to be sanctioned plan, he will be allotted **ENTIRE TOP FLOOR** along with a covered car parking space at the back side fitted with shutter on the Ground floor of said



proposed straight three Storied building together with undivided impartible proportionate share of land having its **Premises No.14A, Gariahat Road**, being Assessee No.21-093-04-0012-9, under Police Station-Lake, within the limits of Kolkata Municipal Corporation Ward No. 093, Kolkata-700068, more fully described in the **First Schedule** above with all common users in the said building as to be provided together with undivided impartible proportionate share of land which is more fully described in the Owner's Allocation of this agreement in the lieu of consideration of their land together with proportionate right upon the land, staircase and landings. And also the non-refundable amount of Rs.22,00,000/- (Rupees Twenty Two Lac) only.

#### **ARTICLE – III: EXPLORATION & DEVELOPMENT RIGHT**

The Owner hereby grant exclusive right to the DEVELOPER to built upon and explore the said property for the construction of the building in accordance with the sanctioned plan and in accordance with the rules, regulations and bye-laws of the sanctioning authority, being the Kolkata Municipal Corporation, as well as the West Bengal Real Estate Regulatory Authority, as may then be prevailing and on the terms and conditions herein recorded and the DEVELOPER shall not be entitled to enter into any contract or agreement or sub-contract with any person, in any manner whatsoever and shall not have the right of assignment of this agreement without the written approval from the owner. However, such common contract or sub-contract shall in no manner, whatsoever infringe or curtail the rights and interests of the Owner as enumerated herein. The Developer further undertakes to the Owner that he shall take all necessary steps that may be required for successful completion of the project as contemplated in these presents strictly in accordance with the law.

#### **ARTICLE – IV: DEVELOPER'S RIGHT**

1. The Owner hereby grants right to the DEVELOPER to, construct, erect and build a Ground plus three storied building in the said premises in accordance with the building plan which to be sanctioned by the K.M.C. with or without any amendments and/or modifications thereto made or caused to be made by the DEVELOPER from the appropriate authority along with full responsibilities of this construction.
2. Nothing in these presents shall be construed as a demise on assignment or conveyance in law by the owner of the said premises or any part thereof to the DEVELOPER as creating any right, title or interest in respect thereof other than an exclusive license to the DEVELOPER to commercially explore the same in terms

herein contained and to deal with the DEVELOPER'S Allocation in the newly built portion of the building in the manner hereinafter stated.

#### **ARTICLE – V: CONSIDERATION**

1. In consideration of the Owner having agreed to permit the DEVELOPER to commercially develop the said premises by construction, erecting and building in accordance with the plan to be sanctioned in the name of the Owner by the K.M.C. with such modification or alteration as may be required or be made by the DEVELOPER, the DEVELOPER have agreed to allocate to the owner his share of allocation on the said premises together with proportionate share in the common parts and facilities as will appear in **Second Schedule** (hereinafter called the Owner's Allocation).
2. The said Owner's Allocation shall be constructed, erected and completed with good durable and standard materials and shall contain all other amenities which are normally befitting with the standard height and area of the building and suitable for residential purpose and usually provided for in normal residential building of the same standard in all respect and in comparison, to other units/ flats.
3. The Developer shall be responsible to arrange for all necessary finances/funds/moneys as may, from time to time, be necessary or required for the development of the said land and/or construction of the said building. The Owner shall not be liable to pay or contribute to the DEVELOPER nor shall the DEVELOPER be entitled to call upon the owner to pay and contribute any amount whatsoever in the construction up to the completion neither of the building nor towards any cost of Owner's Allocation in any respect.

#### **ARTICLE – VI: PROCEDURE**

1. The Owner shall grant to the DEVELOPER a registered Development power of attorney as may be required for the purpose of obtaining all necessary permissions, amalgamation and approvals from different authorities in connection with the construction of the building and electricity connection and following up the matter with the K.M.C., and other authorities for the purpose of amendment or alteration or modification of the plan.
2. The Owner may sell and transfer the undivided proportionate share in the land comprised in the portion of the said premises, after retaining for himself the undivided proportionate share in the land attributable to the said Owner's Allocation, in favour of the DEVELOPER or its nominee or nominees for the purpose of sale and



transfer the same all costs charges and expenses incurred in construction and completion of the Owner' Allocation stated in **Second Schedule** appended hereto shall be the total consideration. The said total consideration amount shall be apportioned amongst the flats/ units in whose favour the DEVELOPER shall sell and transfer the undivided proportionate share in the land comprised in the said premises. The proper deed of conveyance will be executed and registered upon payment of the full stamp duty in favour of the DEVELOPER or its nominee by the owner excluding Owner' portion.

3. In the event of any default or delay or refusal on the part of the owner in executing the deed of conveyance or transfer as the case may be without any justifiable reason or cause the DEVELOPER shall as constituted attorney of the owner be entitled to execute the deed of conveyance of transfer for and on behalf of the owner with prior notice to the owner and in each event completion of the flats/units and in handing over the flats/units/shops/ spaces, under the DEVELOPER'S Allocation of flats/units/shops and space.
4. The DEVELOPER will demolish the existing structure standing upon the said land described in the **First Schedule**. The DEVELOPER will enjoy the debris and salvages in respect of the aforesaid structure at desire with all right to enjoy the same by way of selling the same. The cost of demolition of the existing structure standing upon the aforesaid property will be borne by the DEVELOPER.

#### **ARTICLE – VII: POSSESSION AND CONSTRUCITONS**

1. It has been agreed by and between the owner and the DEVELOPER to construct, erect and complete the said building in the said premises.
2. The owner, on the day of sanction of the building plan shall make over and deliver khas possession of the said premises in his physical possession for the purpose of construction and shall also allow the common areas and facilities to be used by the DEVELOPER.
3. The DEVELOPER shall be entitled to commence construction of the building intended to be constructed as per the sanction plan after obtaining the same from K.M.C.
4. Subject to the owner performing their part or obligation herein contained and performing and observing all other terms and conditions as are contained herein and on the part of the owner to be observed and performed, the DEVELOPER shall complete the entire building within a period of (Twenty four) months from the Sanction of the proposed building plan from the Kolkata Municipal Corporation, if

any litigation of Court Cases, mutation, conversion in the K.M.C. in the name of the Owner of the **First Schedule** property does not arise or unless prevented by circumstances beyond their control or for any forces majeure. If the DEVELOPER shall not complete the said proposed building within the stipulated period in that case the developer shall be entitled to an extended period of 06 (six) months subject to payment of a sum of Rs. 5000/- (Rupees Five thousand) only per month payable within the 7<sup>th</sup> of the following month, to the Owner as and by way of compensation till hand over the owner's allocation in the proposed building.

5. That upon completion of the proposed straight three storied building the developer shall handover the owner's allocation to the owner in habitable condition before handover the developer's allocation to any buyer/s.

#### **ARTICLE – VIII: BUILDING**

1. The DEVELOPER shall be authorized in the name of the owner in so far as is necessary to apply or the obtain temporary and permanent connections of water electricity, power, drainage, sewerage and/or gas etc. the portion of new building and other inputs and facilities required for the construction or enjoyment of the portion of the building for which purpose, the owner shall execute in favour of the DEVELOPER a power of attorney and other authorities as shall be required by the DEVELOPER.
2. The DEVELOPER shall at its own costs and expenses and without creating any financial or other liability on the owner construct and complete the said building and various units/ flats/ shops/ spaces and/or apartments therein in accordance with the sanctioned building plan and no amendment thereto or modification shall be made in the Owner' Allocation without the consent of the owner in writing.

#### **ARTICLE – IX: DEVELOPER'S ALLOCATION**

1. DEVELOPER shall be exclusively entitled to DEVELOPER'S Allocation with exclusive right to transfer or otherwise deal with or to dispose of the same without any right or claim therein made by the Owner.
2. The Owner shall execute any deed of conveyance in favour of either the DEVELOPER or its nominee or nominees, in such part or portion as shall be required by the DEVELOPER and the DEVELOPER shall join in the deed of conveyance or conveyances as confirming party and the conveyance deed shall be made accordingly.

#### **ARTICLE – X: COMMON FACILITIES**



1. As soon as the building on the said premises is completed and made fully and completely habitable for residential-cum-commercial purpose, the DEVELOPER shall give written notice to the owner requiring him to take over 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 the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the "said rates") payable in respect of the Owner's Allocation the said rates to be apportioned in pro-rata with reference to the sellable space in the DEVELOPER's Allocation.
2. The Owner and the DEVELOPER or person claiming through them shall punctually and regularly pay for their respective allocations 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, charged and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of the party as the case may be consequent upon a default by the owner or the DEVELOPER in this behalf and the portions of each of the occupants/ occupiers would be apportioned before the K.M.C. by way of mutation and the tax levied by the K.M.C. will have to be paid accordingly.

#### **ARTICLE – XI: COMMON RESTRICTIONS**

The Owner's Allocation in the entire completed building shall be subject to the same restrictions on transfer and use as are applicable to the DEVELOPER'S Allocation in the new building attended for the common benefits of the occupiers of the entire completed building which shall include the following: -

1. The Owner and the DEVELOPER or its nominees shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity not use the same for any purpose which may be any nuisance or hazard to the other occupiers of the new building.
2. No party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf and may be registered by way of apartments ownership act for maintenance of the building and other charges.
3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies as the case may be and shall attend to answer and be

responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

4. The respective parties at all times shall keep the interior and exterior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations of the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
5. No goods or other items shall be kept by the owner or the DEVELOPER and no hindrance shall be caused in any manner in the free movement in the stair-ways, driveways and other places of common use in new building.
6. No party shall throw or accumulate any dirty or rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compound's corridors or any other portion of the building.
7. The owner and the DEVELOPER or their nominees shall be entitled to use their respective allocations for the purpose of residence or commercial space only.

#### **ARTICLE – XII: OWNER'S OBLIGATIONS**

1. The Owner hereby agree and covenant with the DEVELOPER not to cause any interference or hindrance in the construction of the remaining portion of the said building provided that the DEVELOPER rightly performs its obligations and covenants stipulated hereunder as per plan.
2. The Owner hereby agree and covenant with the DEVELOPER not to do any act or deed or thing whereby the DEVELOPER may be prevented from amalgamating of land, selling, assigning and/or disposing of any of the DEVELOPER allocated portion in the building or at the said property. Provided the possession of the Owner's Allocated portion is delivered to the Owner before possession of any portion of the DEVELOPER'S Allocated portion is delivered to any person.
3. The Owner hereby agree and covenants with the DEVELOPER not to let out, grant, lease, mortgage and/or charge the DEVELOPER'S allocation in the said premises provided however, nothing contained herein shall restrict the right of the owner to lease, transfer, mortgage, assign or charge the Owner' Allocation.



4. The Owner shall deliver all relevant papers in respect of the aforesaid property to the DEVELOPER before submitting the sanction plan to the K.M.C.
5. The owner shall be liable to pay the entire dues tax before K.M.C. or any other authority and deliver the said up to date paid tax receipt/s to the DEVELOPER before hand over the vacant possession of the land to the DEVELOPER. If the DEVELOPER pay the said dues taxes, in that case the owner shall bound to refund the said amount of taxes to the DEVELOPER before taking the owner allocation in the proposed building from the DEVELOPER.

#### **ARTICLE – XIV: DEVELOPER'S OBLIGATIONS**

1. The DEVELOPER hereby agrees and covenants with the owner that the Developer shall obtain the sanctioned plan from the concerned sanctioning authority, that is, the KMC, within 3 [Three] months from the date of execution of this agreement and to start the construction of the building in accordance with the sanctioned plan and shall complete the entire construction work within (Twenty-four) months from the date of obtaining the sanction plan from The Kolkata Municipal Corporation.
2. The Developer shall prepare a plan to be sanctioned by the KMC and shall furnish the same within 60 days from the date of execution of this agreement for approval to the Owner and only upon obtaining the approval of the Owner, the Developer shall submit the same to the KMC.
3. The Developer shall, immediately after obtaining the sanctioned plan of the proposed building to be constructed thereon from the KMC, furnish a photo copy of the same to the Owner and shall demarcate the respective allocated portions being the Owners' and Developer's allocations in the proposed building in the copy of the sanctioned plan and the same shall be countersigned by both the parties.
4. The time stipulation in different phases as stated above shall be of the essence in this contract.
5. In case the Developer fails to complete the construction within the aforesaid stipulated period, a further extension of 6 months may be availed by the Developer subject to payment of a sum of Rs 5000/- (Rupees Five Thousand) per month, payable within the 7<sup>th</sup> of the following month, to the Owner as and by way of compensation. In case the Developer fails to complete the construction within the said extended period of six months, the Owner shall be at liberty to cancel this Agreement and take possession of the incomplete building and be entitled to complete the remaining construction of the proposed building by appointing any

other Developer and/or Contractor of the choice of the Owner and all such expenses incurred for completion of the aforesaid building shall be recovered by the Owner from the Developer. It is, however, made clear that any financial liability incurred by the Developer, either from the suppliers or otherwise, detected at the time of cancellation of this Agreement will be cleared by the Developer and the Owner shall not be held responsible for the same.

6. The DEVELOPER hereby agrees and covenant with the owner not to transfer and/or assign the benefits of this agreement or any portion thereof without the previous consents in writings of the owner.
7. The DEVELOPER hereby agrees and covenants with the owner not to violate or contravene any of the statutory provisions or rules or regulations or notification applicable for construction of the said building and hereby agrees and the Developer further undertakes to keep the Owner fully indemnified and harmless from any kind of legal and/or financial consequences arising out of any act committed or omitted by the Developer.
8. The DEVELOPER hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owner are prevented from enjoying selling, assigning and/or disposing of any of the owner's allocation in the building at the said premises.
9. The DEVELOPER shall liable to handover the owner's allocation along with completion certificate of K.M.C. of its own responsibility within the stipulated period mentioned above.
10. The Developer shall hand over copies of all legal and/or related documents with respect to the said project received from the concerned departments to the owner after dispose of the developer's allocation of the new proposed building.
11. The Developer shall take all fire safety measures in the said building and take necessary permissions/approvals wherever necessary from all the concerned departments.
12. The Developer shall be and remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building in accordance with the said plan sanctioned by authorities concerned and has agreed to keep the Owner saved harmless and fully indemnified from and against all such costs, charges, claims, actions suits and proceedings.



13. The Developer shall not mortgage and/or hypothecate the said property or any part thereof without prior consent in writing from the Owner.
14. Upon completion of the proposed building, the Developer shall first hand over possession of the Owner's allocation to the Owner within 15 days from the completion thereof and then execute conveyances with respect to the Developer's allocated area. It is clarified here that the Developer shall not execute any conveyances with respect to the Developer's allocated area before handing over peaceful and vacant possession of the Owner's allocated area unto and in favour of the Owner.
15. The Developer shall, at its own costs and expenses and without creating any financial and/or other liability on the Owner, construct and complete the said building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer. All costs, charges and expenses including the Architect's fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context. However, the Owner shall be entitled to verify the sanctioned building plan together with all other permissions and sanctions in respect of the said building.
16. The Owner shall be at liberty to sell his allocated portion in the proposed building to any prospective purchaser or purchasers and accordingly, the Developer agrees to confirm such sale as and when called upon to do so by the Owner.

#### **ARTICLE – XV: OWNER'S INDEMNITY**

The Owner hereby undertakes that the DEVELOPER shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbances provided the DEVELOPER performs and fulfills all the terms, conditions and obligations herein contained and/or on their part to be observed and performed.

#### **ARTICLE – XVI: DEVELOPER'S INDEMNITY**

1. The DEVELOPER hereby undertakes to keep the owner indemnified against all third-party claims and actions arising out of any sort of act or commission or omission of the DEVELOPER in or related to the construction of the said building
2. The DEVELOPER hereby undertakes to keep the owner indemnified against all actions suits costs proceedings and claims that may arise out of the DEVELOPER'S

actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

3. If during the course of construction, any persons or adjacent neighbors shall take any action in respect of the construction of the said building then in that event, the DEVELOPER shall be liable at its own costs for defending such legal actions or proceedings and shall also be liable to pay the costs which may become payable in respect of such proceedings and for the aforesaid purpose of the DEVELOPER hereby agrees to indemnify and keep the owner indemnified at all times against all suits actions proceedings costs charges and expenses in respect thereof.
4. The DEVELOPER shall arrange one electric meter for common purpose of the proposed building at its own cost and expenses.

#### **ARTICLE – XVII: MISCELLANEOUS**

1. The Owner and the DEVELOPER have entered into this agreement for development purely as contract and nothing contained herein shall be deemed to construe as partnership between the DEVELOPER and the owner and the parties hereto shall not constitute as an association of persons.
2. It is understood that from time to time to facilitate the construction of the remaining portion of the building by the DEVELOPER various deeds, matters and things not herein specified may be required to be done by the DEVELOPER may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner's relative/ relatives which specified provisions may not have been mentioned herein, the owner hereby undertakes to do all such lawful acts, deeds, matters and the owner shall execute any such additional power of attorney and/or authorization as may be required by the DEVELOPER for the said lawful purpose and the owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the owner and/or against the spirit of the agreement or violation of contravenes any statutory provisions, rules, regulations.

Any notice required to be given by the DEVELOPER shall without prejudice to any other mode or service available be deemed to have been served on the owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the DEVELOPER if delivered by hand or sent by prepaid registered post to the registered office of the DEVELOPER at its recorded address.



3. The DEVELOPER and the owner shall mutually frame scheme under the existing statutory rules, regulations and customers for the management and administration of the said building or buildings and/or common parts thereof. The Owner and the DEVELOPER hereby agree to abide by all the rules and regulations of such management/ society/ association/ holding organization and hereby give their consent to abide by the same.
4. All materials, debris arising or accruing consequent to the demolition work to be done during construction of the said building shall belong to the DEVELOPER and the recovery cost for such demolition shall be borne by the DEVELOPER.

#### **ARTICLE – XVIII: FORCE MAJURE CLAUSE**

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of force majeure, being unavoidable circumstances beyond control of the parties and shall be suspended from the obligations during duration of the force majeure. It is however clarified that insufficient funds and other reasons created due to negligence of the Developer shall not be considered as force majeure in any way.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the developer shall only be entitled to receive consideration money by executing Agreement/Final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under the schedule. This development Agreement and the related development power of Attorney shall never be treated as the agreement/Final document for transfer of property between the owner and the developer in anyway. This clause shall have overriding effect to anything written in this document in contrary to this clause.

#### **ARTICLE – XIX: ARBITRATION**

In case any dispute or difference arises between the parties with regard to the construction, meaning, effect and interpretation of any of the terms and conditions or any part thereof, confined or touching these presents or

determination of any liability, the same shall be referred to the Arbitration of a Sole Arbitrator to be appointed mutually by the parties and this clause shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996, including all its statutory modifications and re-enactments. The seat venue and seat of such Arbitration shall be at Kolkata and the Courts having territorial jurisdiction over the said property shall have exclusive jurisdiction to try, entertain and determine all actions, suits and proceedings arising out of this presents between the parties hereto.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring more or less 03 (Three) Cottah 06 (Six) Chittacks 14 (Fourteen) Square feet together with a two storied building at **Premises No.14A, Gariahat Road**, being Assessee No.21-093-04-0012-9, under Police Station – Lake, Kolkata Municipal Corporation Ward No. 093, Kolkata – 700 068, Sub Registry Office Alipore in the District of South 24-Parganas together with all easement right of road adjacent of the said land, being butted and bounded in the manner as follows:-

On the North :	By Property of others.
On the South :	By 12 feet wide K.M.C. Road.
On the East :	By Property of others.
On the West :	By Property of others.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Owner's Allocation)

After completion of Straight Three storied building the owner will be allotted **ENTIRE TOP FLOOR** along with a covered car parking space at the back side fitted with shutter on the Ground floor of said proposed straight three Storied building together with undivided impartible proportionate share of land having its **Premises No.14A, Gariahat Road**, under Police Station-Lake, Kolkata Municipal Corporation Ward No. 093, Kolkata – 700 068, in the proposed building which is more fully described in the Owner' Allocation of this agreement in the lieu of consideration of their land together with proportionate right upon the land, staircase and landings in the proposed building which is more fully described in the Owner' Allocation of this agreement in the lieu of consideration of their land together with proportionate right upon the land, staircase and landings. And also, the non-refundable amount of Rs.22,00,000/- (Rupees Twenty-Two Lac) only.

**THIRD SCHEDULE ABOVE REFERRED TO**

(DEVELOPER'S Allocation)



**ALL THAT** shall mean remaining portion of the proposed building (save and except the Owner's Allocation mentioned above) including the common facilities and the proportionate open space or proportionate vacant land and all other common facilities, advantages including proportionate right upon the land underneath the structure absolutely belonged to the DEVELOPER together with undivided proportionate share of land underneath the same which is mentioned in the **First Schedule** herein.

#### **SPECIFICATION OF THE PROPOSED BUILDING**

(Specification of works and materials to be used in the said proposed building)  
The Building shall be R.C.C. framed structure as per design of the Engineer/Architect engaged by the Promoter/DEVELOPER and sanctioned by the Kolkata Municipal Corporation Building Department.

**BRICK WALLS:** All external walls would be 200 mm. Thick bricks of approved quality CM. (1:6) where necessary.


**PLASTERING:** The outside of the building wall will have plastered  $\frac{1}{2}$ " thick (average) on the other hand the inside of the walls and ceiling plaster will be  $\frac{1}{2}$ " thick average plastering will be done 1:6 and 1:4 (ceiling).

**FLOORING:** All the flooring including verandah will be white Marble. The toilet W.C. and stair case of the building will be Marble flooring and all the skirting height will be 100 mm. from the stair steps to finish.

**WINDOWS:** All the windows will be made by aluminum with Grill protected. 

**KITCHEN:** One kitchen platform will be provided in the kitchen room it will be Granite with dado up to 4'-0" height above the kitchen platform at the wall, skirting would be provided upon 125mm. height from the floor level, Wash basin and tap water point will be provided in the kitchen. All kitchen counter and backsplash should be granite slab.

**TOILET:** Commode with flash, one tap water point, one hand shower point, one mixture, one geyser point will be provided in the toilet. In the toilet floor will be spartex tiles provided up to 6'-0" height from the floor level by tiles. The water pipe line will be concealed inside the toilet.

**SANITARY AND PLUMBING WORK:** Standard sanitary fixtures and pipes will be provided in the kitchen and toilet septic tank will be done according to its partition at ground floor. All soil pipe will be P.V.C. 100 dia, Rain water and waste water line and kitchen pipe will be of P.V.C. In the cases of kitchen and toilet and internal layer of the water line will be of P.V.C. All internal pipe line shall be concealed. 

**STAIR CASE:** (a) Stair case room will be provided with aluminum window with grills for light and ventilation, (b) in the ground floor provisions for one cabin for installation of Electricity meters and water pump motor will be made.

**ROOF:** (a) 3'-0" height parapet wall will be and (b) suitable P.V.C. rain water pipe will be provided for proper drainage of water from roof slab. Flooring shall be made by floor tiles. The roof shall be covered by corrugated shed.

**WATER SUPPLY:** (a) Overhead and Underground reservoir will be provided for water supply suitable electrical pump with motor (1 H.P.) will be provided at ground floor to deliver the water up to overhead reservoir from the underground water reservoir and thence for distribution to the flats in the construction.

**DOOR:**

**1. MAIN ENTRANCE DOOR: -**

- a) Flash door with polished finished along with one collapsible iron gate at the entrance of the flat.
- b) 8" long tower bolt from inside of the door will be fixed.
- c) Telescopic peep-hole will be provided on the door (main door only).
- d) Godrej Lock will be provided for locking the door along with handle.
- e) Door stoppers will be provided.

- 2. OTHER DOORS:** (1) All the internal doors will be flash type: thickness of the flash door will be 30 mm. Ply with the pasted both sides of doors. (2) Aluminum tower bolt 6" long will be fixed from inside of all doors one for each door, (3) Door stoppers one for each door.

**ELECTRIFICATION:-** (a) All the internal wiring will be concealed in polythene conduct and all the wires will be of copper, (b) one fan point, two light point, one A.C. point, one cable point, internet point and a plug point will be provided in the cases of bed room, (c) In the case of drawing and dining room 2 light point, one fan point, one plug point and one cable point will be provided, (d) in the kitchen and toilet one light point, one exhaust and two plug point will be provided and one light point and fan point will be provided in the balcony area. e) Kitchen should have two RFC plug points on both sides.

**COLOURING OF BUILDING:** The building will be painted externally with weather coat (ICI brand) Paint. Inside of the building Flat walls will be plaster of Paris/Putty on the surface of the wall plaster. All grills will be painting by colour.

**LIFT:** Four passenger capacity. (Cost and expenses shall be borne by the land owner herein)



**IN WITNESS WHEREOF** the Parties hereto put their respective hands and seals and signature on the day month and year first above written.

**SIGNED, SEALED & DELIVERED**

at Kolkata in the presence of:

1.

*Handwritten signature*  
*asthok ghosh*

ASTHOK GHOSH

*Handwritten signature of Asthok Ghosh*

Signature of the Owner  
**PUJA CONSTRUCTION**

*Handwritten signature: Babu Adhikary*  
**Proprietor**

2.

*Handwritten signature: Sanjit Kar*  
(13/15 ANIL MAITRA ROAD  
KOLKATA - 700 19)

Signature of the Developer

Prepared by me:

*Handwritten signature: Bapi Das*  
Advocate,  
(BAPI DAS)

Alipore Police court, Kol - 27.  
*WB-613/2007*

*Handwritten arrow pointing left*

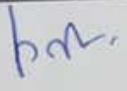

**MEMO OF CONSIDERATION**


**RECEIVED** from the Developer the sum of Rs.10,00,000/- (Rupees Ten Lac) only being out of the agreed non-refundable deposit only in the following manner.

Date	Cheque No.	Bank/ Branch	Amount
07.09.2023	UTR IOBAH 25000236331	IOB	Rs. 10,00,000/-
Total			<u>Rs.10,00,000/-</u>

(Rupees Ten Lacs only)

**WITNESSES:**

1. 
2. 


  
Signature of the Owner



		Thumb	First Finger	Middle Finger	Ring Finger	Little Finger
	LEFT HAND					
	RIGHT HAND					






NAME **ASHOK GHOSH**

SIGNATURE.....

		Thumb	First Finger	Middle Finger	Ring Finger	Little Finger
	LEFT HAND					
	RIGHT HAND					

NAME **BABU ADHIKARY**

SIGNATURE *Babu Adhikary*

		Thumb	First Finger	Middle Finger	Ring Finger	Little Finger
	LEFT HAND					
	RIGHT HAND					

NAME **ASHOK GHOSH**

SIGNATURE *Ashok Ghosh*

### Major Information of the Deed

Deed No :	I-1603-13921/2023	Date of Registration	08/09/2023
Query No / Year	1603-2002231822/2023	Office where deed is registered	
Query Date	31/08/2023 8:48:39 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Stampduty Paid(SD)	Rs. 2,12,07,500/-		
Rs. 40,121/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 10,053/- (Article:E, E, B)		
	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Jodhpur Park), Premises No: 14A, Ward No: 093 Pin Code : 700068

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 6 Chatak 14 Sq Ft		1,98,57,500/-	Property is on Road
				5.6008Dec	0/-	198,57,500 /-	
Grand Total :							




### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	0/-	13,50,000 /-	



**Lord Details :**

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Mr ASHOK GHOSH</b> Son of Late ANIL KUMAR GHOSH Executed by: Self, Date of Execution: 08/09/2023 , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Office	 08/09/2023	 LTI 08/09/2023	 08/09/2023

107, GOODMAN'S HILL ROAD, SUDBURY MASSACHUSETTS, City:- , P.O:- SUDBURY, Massachusetts, United States, PIN:- 01776 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: United States, NRI/OCI/PIO,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/09/2023 , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Office




**Developer Details :**

Sl No Name,Address,Photo,Finger print and Signature

1	<b>PUJA CONSTRUCTION</b> P-79, BANK COLONY, City:- , P.O:- DHAKURIA, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 , PAN No.:: Abxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
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**Representative Details :**

Sl No Name,Address,Photo,Finger print and Signature

Sl No	Name	Photo	Finger Print	Signature
1	<b>Mr BABU ADHIKARY (Presentant)</b> Son of Late PREMANANDA ADHIKARY Date of Execution - 08/09/2023 , , Admitted by: Self, Date of Admission: 08/09/2023, Place of Admission of Execution: Office	 Sep 8 2023 1:03PM	 LTI 08/09/2023	 08/09/2023

74/D, RAHIM OSTAGAR ROAD, City:- , P.O:- JODHPURPARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Abxxxxx5A, Aadhaar No: 67xxxxxxxx8200 Status : Representative, Representative of : PUJA CONSTRUCTION (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr BAPI DAS</b> Son of Late SUNIL DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			
	08/09/2023	08/09/2023	08/09/2023

Identifier Of Mr ASHOK GHOSH, Mr BABU ADHIKARY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK GHOSH	PUJA CONSTRUCTION-5.60083 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr ASHOK GHOSH	PUJA CONSTRUCTION-2000.00000000 Sq Ft



Endorsement For Deed Number : I - 160313921 / 2023

On 08-09-2023

**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 12:08 hrs on 08-09-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr BABU ADHIKARY ,.

**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 2,12,07,500/-

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

Execution is admitted on 08/09/2023 by Mr ASHOK GHOSH, Son of Late ANIL KUMAR GHOSH, 107, GOODMAN'S HILL ROAD, SUDBURY MASSACHUSETTS, P.O: SUDBURY, Massachusetts, United States, PIN - 01776, by caste Hindu, by Profession Service

Indetified by Mr BAPI DAS, ., Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-09-2023 by Mr BABU ADHIKARY, PROPRIETOR, PUJA CONSTRUCTION (Sole Proprietorship), P-79, BANK COLONY, City:-, P.O:- DHAKURIA, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Mr BAPI DAS, ., Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, 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 10,053.00/- ( B = Rs 10,000.00/- , 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 10,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2023 9:34PM with Govt. Ref. No: 192023240209035738 on 07-09-2023, Amount Rs: 10,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 6121899142223 on 07-09-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 43, Amount: Rs.100.00/-, Date of Purchase: 01/09/2023, Vendor name: P K Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2023 9:34PM with Govt. Ref. No: 192023240209035738 on 07-09-2023, Amount Rs: 40,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 6121899142223 on 07-09-2023, 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 1603-2023, Page from 376725 to 376756  
being No 160313921 for the year 2023.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2023.09.13 16:05:48 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 13/09/2023  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.