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Consider that the instrument is admitted.  
Notarizing the signature, date and the  
content of the instrument and the  
document is a legal document.

*[Signature]*  
Notary Public, Registrar-II  
Alipore, Sub-2, Parganas

DEVELOPMENT/CONSTRUCTION AGREEMENT

11 JAN 2023

THIS AGREEMENT MADE this the 11<sup>th</sup> dayof JANUARY, 2023 (Two thousand and Twenty three), BETWEEN:

.....P/2



**B E T W E E N:**

1). **SRI DEBASIS GHOSH** son of Late Shib Krishna Ghosh, (PAN - AIJPG 3341F Aadhar No. 2448 3415 4337 & Mobile No. 9903244779) by faith Hindu, by Nationality Indian, by occupation Business, residing 50, Kazipara Road, Kolkata 700060, P.O. Behala, P.S. Behala now Parnasree, District South 24-Parganas, and

2) **SRI ALOKE DEBNATH** son of Sri Ajay Kumar Debnath, (PAN - APLPD 6790E, Aadhar No.7371 8446 4981 & Mobile No. 8910691549) by faith Hindu, by Nationality Indian, by occupation Business, residing 204, Maharani Indira Devi Road, Kolkata 700060, P.O. Behala, P.S. Behala now Parnasree, District South 24-Parganas, hereinafter called and referred to as the **OWNERS OF THE LAND /FIRST PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART -**

**A N D**

**SMT. SUMITRA BHATTACHERJEE** (PAN - AMGPB 7506G, Aadhar No. 2327 2949 9163 & Mobile No. 9477419484) wife of Sri Sukumar Bhattacharjee, by faith - Hindu, by Nationality Indian, by occupation - Business, residing at 339/2/8, Kalipada Mukherjee Road, East Park, P.O. Barisha, Police Station - Thakurpukur now Haridevpor, Kolkata - 700 008, hereinafter called and referred to as the **BUILDER/ DEVELOPER/ SECOND PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART:**



**WHEREAS** at all material times and for all intents and purposes one **Moni @ Manindra nath Chatterjee** was the sole and absolute owner of **ALL THAT** demarcated plot of land measuring **5 Cottahs 06 Chittaks 28 Sq.ft.** More or less comprised in part of R.S. Dag Nos. 989 & 989/1226 under R.S. Khatian Nos. 1200 & 1230 in **Mouza Purba Barisha**, J.L.No. 23, R.S. No. 43, Pargana Khaspur, Touzi No. 235, under **Police Station formerly Thakurpukur now Haridevpur, A.D.S.R. office at Behala**, District 24-Parganas (South), at present within the municipal limits of **Ward No. 123** of the Kolkata Municipal Corporation and forming as municipal premises No. 28, **Kailash Ghosh Kancha Road**, Kolkata 700008, which was acquired by him by way of purchase by and under a Deed of Sale from its erstwhile owner namely, **Smt. Sandhya Das and Sri Goutam Das** for the valuable consideration as mentioned in the said deed duly registered in the office of the District Sub Registrar -II, Alipore, South 24-Parganas and recorded in Book No.1, Volume No. 131, pages 279 to 295, Being No. 4170 for the year 1998.

**AND WHEREAS** while being seized and possessed of the aforesaid property said **Moni @ Manindra nath Chatterjee** by and under a Deed of Sale dated 10.02.2014 sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring an area **5 Cottahs 06 Chittaks 0 Sq.ft.** more or less unto and in favour of 1) **SRI DEBASIS GHOSH** and 2) **SRI ALOKE DEBNATH** for the valuable consideration as mentioned in the said deed duly registered in the office of the District Sub Registrar -II, Alipore, South 24-Parganas and recorded in Book No.1, CD Volume No.2, pages 12597 to 12616, Being No. 1441 for the year 2014.



AND WHEREAS by virtue of aforesaid purchase the said 1) **SRI DEBASIS GHOSH** and 2) **SRI ALOKE DEBNATH**, the First Party hereto became the absolute owners of **ALL THAT** piece and parcel of land measuring an area **5 Cottahs 6 Chittak 0 Sq.ft.** more or less together with structure thereon lying or situate at and being municipal premises **No. 28, Kailash Ghosh Kancha Road, Police Station** formerly **Thakurpukur** now **Haridevpur, Kolkata 700008, Ward No. 123** of the **Kolkata Municipal Corporation** and as such lawful owners got mutated their names in the assessment register of the **Kolkata Municipal Corporation** bearing Assessee No. **41-123-1000281**.

AND WHEREAS the said owners also obtained a Building Plan bearing **Building Permit No. 2016160079** dated **09.07.2016** duly accorded by the **Kolkata Municipal Corporation** for construction of a **G + 3 storied** building into and over the said plot of land or part thereof and they also got mutated their names in the office of the **Block Land & Land Reforms Officer, Thakurpukur Metiabruz Block, Thakurpukur Maheshtala, South 24-Parganas**, and also obtained **Conversion Certificate** from the concerned Department vide **L.R. Plot no. 989/1226** under **L.R. Khatian No. 6708** AND **L.R. Plot no. 989/1226** under **L.R. Khatian No. 6707** in **Mouza Purba Barisha**, and the said owners been in peaceful possession and enjoyment of the aforesaid property fully mentioned in the **First Schedule** hereunder written by making payment of municipal rates taxes and ground rent to the authorities concerned without any interruption and free from all encumbrances whatsoever.

AND WHEREAS the First Party hereby declares that the First Party hereto is the absolute owners of the said property morefully mentioned in the **First Schedule** hereunder written and the said property is free from all encumbrances and no person or persons other than the said owners have any right of occupancy or otherwise in the said premises.



AND WHEREAS the Owner/First Party is desirous to develop or otherwise commercially exploit the said property by making construction of a G + 3 storied building into and over the said plot of land or part thereof and they have already started the construction work of the proposed building in accordance with the said sanctioned Building Plan and also in terms of Commencement Letter dated 27<sup>th</sup> August, 2016 but due to financial stringencies and lack of experience the First Party was not in a position to carry out the said works continuously and accordingly having no other alternative they have approached the Second Party to construct the proposed building in accordance with the said sanctioned building plan AND the Second Party herein on coming to the said offer has agreed to develop the said property out of her own funds by making construction of a G + 3 storied building into and over the said plot of land measuring an area 5 Cottahs 6 Chittak 0 Sq.ft. more or less together with structure thereon lying or situate at and being premises No. 28, Kailash Ghosh Kancha Road, Police Station formerly Thakurpukur now Haridevpur, Kolkata 700008, Ward No. 123 of the Kolkata Municipal Corporation District- South 24 Parganas, morefully mentioned and described in the First Schedule hereunder written (hereinafter for the sake of brevity referred to as "the said property") at the cost and expenses of the Second Party/Developer herein.

AND WHEREAS relying upon the aforesaid representations of the owners and believing the same to be true and correct the Developer/Builder has agreed to undertake the development work of the said property/premises fully mentioned in the schedule hereunder written on the terms conditions hereinafter appearing.



### ARTICLE -I DEFINITION

- 1.1 **THE SAID PROPERTY** - shall mean ALL THAT piece and parcel of land measuring an area 5 Cottahs 6 Chittak 0 Sq.ft. more or less together with structure thereon lying or situate at and being premises No. 28, Kailash Ghosh Kancha Road, Police Station formerly Thakurpukur now Haridevpur, Kolkata 700008, Ward No. 123 of the Kolkata Municipal Corporation District- South 24 Parganas, morefully mentioned and described in the **First Schedule** hereunder written.
- 1.2 **Building** - shall mean the proposed G + 3 storied building to be constructed by the Developer at her own cost and expenses into and over the said property (consisting of several residential unit/flat/parking space etc. etc.) in accordance with the Building Plan duly accorded by the Kolkata Municipal Corporation.
- 1.3 **OWNERS' ALLOCATION** : shall mean ALL THAT several flats/parking space etc. in the new building, together with proportionate undivided proportionate share of the land underneath the building morefully mentioned in the **Second Schedule** hereunder written.
- 1.4 **DEVELOPER'S ALLOCATION**: shall mean ALL THAT remaining constructed area (i.e. flats/parking space etc.) in the proposed/new building consisting of several flats, car parking space, shop rooms, etc. in the proposed building (save and except the owner's allocation as mentioned above) together with proportionate undivided proportionate share of the land underneath the building morefully mentioned in the **Third Schedule** hereunder written.



- 1.5 **ARCHITECT/ENGINEER** – shall mean such competent person or persons who may be appointed and/or engaged by the Developer for the construction of the proposed building on the said premises and shall act as per the Building Rules and regulations of the competent authority.
- 1.6 **BUILDING PLAN** : shall mean the sanctioned Building Plan duly sanctioned by the Kolkata Municipal Corporation bearing No. 2016160079 dated 09.07.2016 for the construction of a G + 3 storied building into and over the property under reference.
- 1.7 **COMMON EXPENSES** – shall mean and include proportionate share of the cost charges and expenses for working maintenance, upkeep, repair and replacement of the common parts, common amenities of the proposed building to be borne and paid by the respective flat owners/occupiers.
- 1.8 **COMMON AREAS & COMMON FACILITIES** – shall include corridors, hallways, stairways, passage ways, common toilet, pump room, roof, water, pump and motor, electric meter room and other facilities and/or spaces which may be mutually agreed upon between the parties hereto required for the establishment, location, enjoyment provisions, maintenance and/or management of the building.
- 1.9 **SALEABLE SPACE** – shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10 **WORDS** – words importing singular shall include plural and vice versa.



## ARTICLE II COMMENCEMENT

- 2.1 This agreement shall be deemed to have commenced on and from the date of signing of this agreement and time herein is the essence of this contract.

## ARTICLE III OWNER'S RIGHT & REPRESENTATION

- 3.1 The owners are absolutely seized and possessed of otherwise well and sufficiently entitled to the said property fully mentioned in the First Schedule hereunder written.
- 3.2 The owners have good clear marketable title and have the right to enter into this agreement with the Developer herein.
- 3.3 None also other than the owners have any right, title, claim and demand over and in respect of the said property or any part thereof.
- 3.4 The said property is under the occupation of the owners and free from all lien, charges, mortgages, trusts, acquisition, requisition whatsoever howsoever.
- 3.5 There is no excess vacant land at the said premises/property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

## ARTICLE-IV : DEVELOPER'S RIGHT

- 4.1 The Owners hereby grant subject to what have been hereunder provided exclusive right to the Developer to construct and complete the proposed building as per sanctioned building plan of the competent authority.
- 4.2 To deal with the intending buyer(s) in respect of several flats, spaces etc. in the proposed building (save and except owner's allocation) at such price, consideration



and/or terms which the developer at their own from time to time shall think fit for which neither the owners nor his/their heirs, executors, administration shall have any claim, demand or objection whatsoever.

- 4.3 The developer at her own cost and expenses erect and construct the proposed building at the said premises strictly in accordance with the sanctioned plan and in conformity with of the sanction of the concerned authority.

#### ARTICLE - V COMMON RESTRICTION

- 5.1 The owner's allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building.
- 5.2 Neither party shall demolish or permit to demolition any wall or any structure in their respective allocations or any portion thereof or make any structural alteration either major or minor therein without the written consent of others PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purposes.
- 5.3 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other harmless and indemnified from and against the consequences of any breach.



**ARTICLE - VI OWNERS' OBLIGATION**

- 6.1 The owners doth hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any part of the Developer's allocation in the building at the said premises.
- 6.2 The owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building to be constructed by the Developer excepting on reasonable and lawful grounds.
- 6.3 The Owner shall produce all Original title deeds relating to the said property as and when required by the Developer and shall be deemed to have been produced and verified strictly at the time of execution of these presents.
- 6.4 The owners doth hereby agreed and covenant with the Developer not to transfer, assign, mortgage or grant any lease/tenancy and/or to create any charge over the said property or any part thereof without the consent in writing of the Developer during the period of construction.
- 6.5. The owners shall or may issue no objection letter in favour of the intending purchaser/s of the flat etc. out of Developer's allocation for obtaining loan and/or financial assistance from the Bank/Financial Institution provided the same shall not create any financial liabilities to the owners and the owners shall have no responsibility to repay the same.



**ARTICLE - VII DEVELOPER'S OBLIGATION**

- 7.1 The developer hereby agrees and covenants with the owner to complete the construction of the proposed building within **24 Months from the date of this agreement** by using the best quality building materials available in the local market. Time in this respect shall be deemed to be essence of this agreement simultaneously soon after the completion handover the possession of the owner's allocation to the Owners without any delay.
- 7.2 The Developer hereby agrees and covenants with the owner not to violate any of the provisions or rules applicable for construction of the said building and the terms and conditions hereinabove and herein after stated and the developer shall have not any right, title and interest whatsoever in the owner's allocation together with the proportionate share of land and other rights which shall solely and exclusively belong to the owners similarly the owners shall not have any right or claim in respect of Developer's allocation as herein provided.

**ARTICLE - VIII MISCELLANEOUS**

- 8.1 The Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between the parties hereto or as a Joint Ventures in any manner whatsoever nor shall the parties hereto construe as an Association of persons.
- 8.2 Any notice required to be given by the Developer to the Owner shall without prejudice to any other mode of service available be deemed to have been served on the owner, if delivered by hand and duly acknowledged or sent by pre-paid registered post with acknowledgement due to the last known or recorded address of owner and vice versa.



8.3 From the date of completion of the building the Developer and/or its transferees and the owners and/or their transferees shall be liable to pay and bear proportionate charges of taxes payable in respect of their respective space.

#### **ARTICLE - IX JURISDICTION**

9.1 For adjudication of dispute and differences between the parties hereto in any matter relating to the terms and conditions arising out of these presents, the Court within the District 24-Parganas (South) including the Hon'ble High Court, Calcutta having jurisdiction over the building shall be the actual forum.

#### **ARTICLE - X FORCE MAJEURE**

10.1 The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent that the performance of relating obligations presented by the existence of "Force Majeure" and shall be suspended from the obligations during the duration of the force majeure.

10.2 Force Majeure shall mean flood, earthquake, tempest and/or other act or commission beyond the control of the parties.

**NOW THIS AGREEMENT WITNESSETH AND BOTH THE PARTIES HERETO  
HAVE AGREED AND DECLARE as follows :**



1. That the First Party/Owners doth hereby appoint and engage the Second Party as the Developer to cause necessary development by making construction of the building (as per sanctioned building Plan) into and over the land measuring 5 Cottahs 6 Chittak 0 Sq.ft. more or less together with structure thereon lying or situate at and being premises No. 28, Kailash Ghosh Kancha Road, Police Station formerly Thakurpukur now Haridevpur, Kolkata 700008, Ward No. 123 of the Kolkata Municipal Corporation District- South 24 Parganas, morefully mentioned in the **FIRST SCHEDULE** hereunder written

2. That the First Party/Owner hereby undertakes to make out a good marketable title of the property under reference and further declare that the said property is free from all encumbrances and attachments and there is no legal proceedings pending before any Court of Law and/or Tribunal relating to the said property or any part thereof.

3. That the First Party hereby further declares that the property under reference is not subject matter of any lien, charges, mortgages, acquisition/requisition or other proceedings and no order of attachment is pending under the Income Tax Act, Wealth Tax Act, Gift Tax Act and/or for the assessment dues pending pertaining to the property under reference.

4. That the Second Party/Developer at her own cost and expenses shall erect and construct the proposed building as per sanctioned plan(s) duly accorded by the Kolkata Municipal Corporation or otherwise as may be permissible under the K.M.C. rules comprising of several self contained flats, apartments, car parking/garage etc. and the First Party shall however sign all papers, documents, declarations as may be required from time to time for completion of the said building and shall also co-operate with the Developer to enable her to complete the building at the earliest.



5. That the Developer/Second Party shall commence construction of the proposed building on the said plot of land in accordance with the said sanctioned Building Plan duly accorded by the Kolkata Municipal Corporation.

6. That it is hereby expressly agreed by and between the parties herein that in lieu of the cost of the land and on completion of the proposed building the Second Party/Developer will provide and deliver the possession of **ALL THAT** constructed area i.e. flat, garage etc. fully mentioned in the **Second Schedule** hereunder written in the proposed building to be constructed by the Developer herein at and being premises No. 28, Kailash Ghosh Kancha Road, Police Station formerly Thakurpukur now Haridevpur, Kolkata 700008, Ward No. 123 of the Kolkata Municipal Corporation, District South 24 Parganas, and the remaining portion of the proposed building (save and except owners' allocation) shall absolutely belong to the **Developer herein**, particulars whereof mentioned in the **Third Schedule** hereunder written and hereinafter referred to as "**the Developer's allocation**".

Be it mentioned herein that the Developer shall also pay to the Owners a total sum of **Rs.20,00,000/- (Rupees Twenty Lakhs)** only (the receipt of which the Owners doth hereby admit and & acknowledge as per Memo below) out of which **Rs. 3,60,000/-** shall be treated as forfeited amount and rest amount i.e. **Rs. 16,40,000/-** shall be treated as advance/refundable security deposit/ amount) at the time of execution of this agreement. The said amount shall be refunded by the Owners to the Developer at the time of delivery of Owner's allocation as mentioned in the **Second Schedule** hereunder written.

7. The Owners/First Party shall not make any further claim for any amount or any space in the proposed building against the Developer/Second Party under any circumstances whatsoever save and except the **Owner's allocation** as stated hereinbefore



and morefully and elaborately mentioned in the Second Schedule hereunder written. The remaining portion of the proposed building (save and except owner's allocation) shall absolutely belong to the Developer.

8. That immediately with the execution of this agreement the Owners shall handover and deliver the peaceful, vacant possession of the said property to the Developer herein.

9. That with the execution of this these presents the Owner/First Party shall also deliver the Original Title Deeds, Tax Bill, Sanctioned Building Plan, and other papers documents relating to the said property in favour of the Developer/Second Party herein and the Developer shall refund all original documents (after selling out the flat, garage etc. out of Developer's allocation) as and when reasonably required by the Owners.

10. That the Developer has already gone through all the deed, papers, sanctioned building plan and being satisfied about the documents she has undertaken to erect and construct the proposed building but if it is found that the title of the Owners/First Party relating to the property under reference is not marketable or any defect in title in that event the Owner shall forthwith refund all the costs and damages so suffered by the Developer with proper receipt.

11. That the Second Party/Developer shall be entitled to deal with and/or negotiate with the intending prospective Purchaser/buyer(s) in respect of the several flat/car parking space and other spaces in the proposed building out of Developer's allocation (save and except owner's allocation) in such way or manner which the Developer at her own discretion shall think fit and proper for which neither the Owner/First Party nor her heirs, successors or nominee(s) shall have any claim, demand or raise any objection in future whatsoever.



12. That the Developer shall be entitled to enter into agreement with the intending purchaser/buyer(s) in respect of the flats/car parking spaces etc. in the proposed building (out of Developer's allocation as mentioned in the Third Schedule hereunder written) along with undivided proportionate share of land and other common spaces thereto under such terms and conditions and at such consideration which the Developer at her own discretion shall time to time think and fit and the Developer shall be entitled to receive the advance/earnest money and the balance consideration amount and to grant valid receipt in favour of the prospective purchaser(s) for which neither the owners nor their heirs or successors shall have any claim, demand or objection whatsoever.

13. That the First Party/Owner hereby undertakes and assures to execute and register proper Deed of Conveyance in favour of the Developer or her nominated person i.e. prospective /intending purchaser/buyer(s) in respect of the several flat, garage and others spaces (out of Developer's allocation) in the proposed building without making any further claim, demand or objection whatsoever.

14. That all the costs and expenses towards construction cost and all other charges and expenses relating to the proposed construction shall be borne and paid by the Developer out of her own fund.

15. That all arrears of rates and taxes and other charges and expenses incidental or relating to the said property (till the date of execution of this agreement) shall be borne and paid by the Land owner/First Party out of their own fund. The Developer shall bear all cost and expenses towards K.M.C. taxes etc. during the period of construction till the date of handing over the possession of the owner's allocation as mentioned above.



16. That for smooth running of the proposed construction and other allied works the Owner/First Party hereby agreed to grant in favour of the Developer a Deed of Power of Attorney to do all act, deeds and things for the expeditious construction of the proposed building and to take appropriate steps from time to time.

17. That it is hereby expressly agreed by and between the parties that the First Party/Owners shall not have any, claim, demand or interest into and over the flats, garage, and other spaces belong to the Developer (i.e. Developer's allocation) in the proposed building which will be constructed on the schedule below property at the cost and expenses of the Developer and similarly the Developer shall be liable and responsible to construct the proposed building in accordance with the sanctioned building plan and also for making payment of the consideration amount to the Owner in the manner as mentioned above.

18. That the Developer shall obtain all necessary permission and/or consent from the Kolkata Municipal Corporation at her own cost and responsibility and the Owner shall not be called for to invest any amount to that effect.

19. That if it is found that the said property is encumbered in way or manner or otherwise the First Party fails to comply with the terms and conditions as contained herein in that event the First Party shall refund the said consideration amount to the said Developer at the time of cancellation of the development Agreement relating to the property under reference.



20. That in case of breach of any of the terms of the agreement, the same shall be referred to the arbitration and the decision of the Arbitrator will be final and binding upon the parties hereto.

21. That the Developer hereby undertake to construct and complete the proposed building in accordance with the plan, design and specification duly accorded by the Kolkata Municipal Corporation within a stipulated period of 24 months from the date of this agreement.

22. That the time for completion of construction of the proposed building is hereby fixed for 24 Months from the date of this agreement but in case of natural calamity or other unforeseen circumstances the time for completion of the building will be suitably extended by mutual consent for a maximum period of 6 months and failing compliance therewith the Developer shall pay to the Owner a sum of Rs.10,000/- (Rupees Ten thousand) only per month towards compensation till the date of handing over owner's allocation as mentioned above.

23. The Developer shall construct and complete the construction of the said flat/building in all respect by using best quality of building materials available in the local market within the period as aforesaid provided that the Developer shall not be deemed to be a defaulter in case of being prevented by force majeure i.e. uncalled situation like earth quake, flood, strike, etc..

24. The Developer will have the right and authority to execute and register the Deed of Conveyance(s) or any other documents unto and in favour of the intending/prospective purchaser(s) on the basis of the General Power of Attorney after delivery and handover the owner's allocation. The Owner/First Party shall have no right and authority to revoke



cancel or rescind this agreement or the Power of Attorney until such time construction of the building is completed and sale and transfer of the remaining portions (other than Owners' allocation) is completed. The Owners hereby agreed to make themselves available at the time of registration of the Deed of Conveyance(s) in favour of the Purchaser to execute the same as the Owner/Vendor in respect of the property under reference.

25. That both the parties will indemnify or keep indemnified the other party against all loss and damages out of their own obligation as stated hereinbefore and in the event of any disputes or differences relating to this agreement the parties shall have the right and option to take appropriate steps against the other party in accordance with the Laws of the land.

26. All the terms, conditions and stipulations of this agreement is irrevocable by either of the parties to this agreement till the completion of the transaction in between the parties hereto and the legal heirs, successors shall be bind upon the terms and conditions as contained herein.

27. This agreement shall be deemed to have commenced on and from the date of signing of this agreement and time herein is the essence of this contract.

28. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent that the performance of relating obligations presented by the existence of "Force Majeure" and shall be suspended from the obligations during the duration of the force majeure. Force Majeure shall mean flood, earthquake, tempest and/or other act or commission beyond the control of the parties.



29. The Developer have no right to take any project loan or any other loan to construct the building in respect of the property under reference but the owners shall or may issue no objection letter in favour of the intending purchaser/s of the flat and/or other space etc. out of Developer's allocation for obtaining loan and/or financial assistance from the Bank/Financial Institution provided the same shall not create any financial liabilities to the owners and the owners shall have no responsibility to repay the same under any circumstances whatsoever.

30. All the terms, conditions and stipulations of this agreement is irrevocable by either of the parties to this agreement till the completion of the transaction in between the parties hereto and the legal heirs, successors shall be bind upon the terms and conditions as contained herein.

31. That for smooth running of the proposed construction and other allied works and also for earlier completion thereof the Owners/First Party hereby agreed to grant in favour of the Developer a **Power of Attorney** to do all act, deeds and things for the expeditious construction of the proposed building and to take appropriate steps from time to time and the Owners hereby further agreed to authorize and empower the Developer to do all the acts, deed, matters and things for and on behalf of the said Owners relating to the property fully mentioned in the schedule hereunder written.

32. The owners shall have every right to enter into agreement & to receive any amount from any intending Purchaser in respect of any flat and/or other space (out of Owners allocation) and to execute and register the agreement/s and to issue money receipt for which the Developer will have no right to interfere into this matter.



33. The Developer will issue possession Letter to the Owners for their respective allocation (i.e. Owners' allocation) soon after completion of the proposed building in accordance with the sanctioned building plan as mentioned above.

34. For adjudication of dispute and differences between the parties hereto in any matter relating to the terms and conditions arising out of these presents, the Court within the District 24-Parganas (South) including the Hon'ble High Court Calcutta having jurisdiction over the same.

#### **FIRST SCHEDULE AS REFERRED TO ABOVE**

(Description of the entire Landed property)

ALL THAT demarcated plot of land (recorded as "BASTU") measuring 5 Cottahs 06 Chittaks 00 Sq.ft. More or less comprised in part of R.S. Dag Nos. 989 & 989/1226 under R.S. Khatian Nos. 1200 & 1230, corresponding to L.R. Dag Nos. 989/1226 & 989/1226 under L.R. Khatian Nos. 6708 & 6707 in Mouza Purba Barisha, J.L.No. 23, R.S. No. 43, Pargana Khaspur, Touzi No. 235, under Police Station formerly Thakurpukur now Haridevpur, A.D.S.R. office at Behala, District 24-Parganas (South), at present within the municipal limits of Ward No. 123 of the Kolkata Municipal Corporation and forming as municipal premises No. 28, Kailash Ghosh Kancha Road, Kolkata 700008, bearing Assessee No. 41-123-1000281, TOGETHER WITH temporary R.T. shed/structure (1100 sq.ft. with cemented floor) standing thereon or part thereof along with all easement rights benefits, facilities and other advantages attached therein and the said property is butted and bounded in the manner following ;



North by : 12'ft. wide K.M.C. Road  
 South by : 6'ft. wide K.M.C. Road & Land of Ajoy Das  
 East by : Land of Mr. Manick Ganguly & Ors.  
 West by : 13'ft. wide K.M.C. Road

**SECOND SCHEDULE AS REFERRED TO ABOVE**

**OWNERS' ALLOCATION**

On completion of the proposed building the owners shall be at the first instance entitled to get from the developer **ALL THAT** the constructed area i.e. flat, garage etc. in the following manner :

- a) **Western Side/Road side Portion of the Ground floor**, consisting of covered garage etc. having an area **580 Sq.ft.** more or less
- b) **Entire First Floor** consisting of residential units/ flats, etc.

in the proposed/new G + 3 storied building to be constructed by the Developer herein at and being premises No. 28, Kailash Ghosh Kancha Road, Police Station formerly **Thakurpukur** now **Haridevpur**, Kolkata 700008, Ward No. 123 of the Kolkata Municipal Corporation **AND**

the Developer shall immediately also pay to the Owners a total sum of **Rs. 20,00,000/- (Rupees Twenty Lakhs)** only out of which **Rs. 3,60,000/-** shall be treated as forfeited amount and rest amount i.e. **Rs. 16,40,000/-** shall be treated as advance/refundable consideration amount.



**THIRD SCHEDULE AS REFERRED TO ABOVE****(DEVELOPER'S ALLOCATION)**

**ALL THAT** the remaining constructed area (save and except **Owners' allocation** as mentioned above) i.e. flats, garage/s etc. in the following manner :

- a) Remaining portion/area of the **Ground floor** (except owners' allocation as mentioned above) , consisting of residential unit/ flat, covered garage etc.etc.
- b) **Entire Second Floor** consisting of residential unit/ flat, etc. and
- c) **Entire Third floor** residential unit/ flat, etc.

in the proposed/new G + 3 storied building to be constructed by the Developer herein at and being premises No. 28, **Kailash Ghosh Kancha Road**, Police Station formerly **Thakurpukur** now **Haridevpur**, Kolkata 700008, Ward No. 123 of the Kolkata Municipal Corporation

**SPECIFICATION .....**



### SPECIFICATION OF THE PROPOSED BUILDING/CONSTRUCTION

- 1) That the construction of the new building generally of R.C.C. framed structure as per sanctioned building plan and as per the design of the architect and Chartered Engineer. Each work infilling of foundation trenches, plinths etc. with good earth in layers including watering and ramming etc. layer by layer as completed.
- 2) R.C.C. Work : All R.C.C. works in foundation plinth, beams, lintel, columns, floors, beam floor slab, stair case etc. are concrete mix (1:2:4) with necessary reinforcement as per design.
- 3) BRICK WORK : All outer wall are 8" thick and interior brick work is 5 1/3" thick with 1<sup>st</sup> class brick in C.M. (1:5)
- 4) FLOORING : all floors in rooms, kitchen and verandah will be finished with glazed tiles.
- 5) KITCHEN : Platform in kitchen, above the cooking plat form Granate/Black stone), one black stone sink and one top as provided in kitchen.
- 6) TOILET & BATH: Floor will be marble finished .Toilet of each unit provided Indian style pan with foot steps or English style commode with one standard pattern water close with flushing cistern and one shower and one tap toilet/bath room walls are 5'ft. height tiles finished. One steel pipe 3" long was fixed upon toilet wall towel rail.
- 7) WALL FINISH : Inside wall was plastered with cement sand mortar (1:5) coated with best quality plaster of paris, outside wall was plastered with cement sand mortar (1:5) and snowsem/weather coat.
- 8) STAIR CASE : R.C.C. framed stair with marble/tiles steps with miled railing on top.



## 9) DOOR -

- a) 7.3. Sal wood frame with 32 mm. commercial flush door with White paint.
- b) Lock with handle for door of main entrance of the flat only
- c) 8" long tower bolt from inside
- d) Hatch bolt for locking arrangement.

## 10) WINDOWS :

- a) 3 X 3 /4.5 X 5 steel window/aluminium frame with glass fitted as per window size
- b) 6" tower bolt fitted for locking
- c) Painted with finish coat (One coat primer and one coat enamel paint)

## 11) WATER ARRANGEMENT:

K.M.C. water connection in the building and all plumbing works will be done properly.

## 12) ELECTRIFICATION : P.V.C. wiring fully concealed.

i) BED ROOM:

- |                               |      |
|-------------------------------|------|
| a) Single Bracket light point | No.1 |
| b) Night lamp point           | No.1 |
| c) Ceiling fan point          | No.1 |
| d) Tube point                 | No.1 |
| e) 5Amp. 5 Pin Plug Point     | No.1 |
| f) A.C. point                 | No.1 |

## ii) DINING &amp; DRAWING ROOM

- |                                    |       |
|------------------------------------|-------|
| a) Single Bracket light point      | No. 1 |
| b) Tube Point                      | No.1  |
| c) Ceiling Fan point               | No.1  |
| d) 5 Amp 3 Pin T.V. Point          | No.1  |
| e) 5 Amp 3 Pin Plug Point (Fridge) | No.1  |



- |  |      |
|--|------|
| f) 5 Amp 3 Pin Plug on Switch Board        | No.1 |
| g) Single Bracket light point for verandah | No.1 |

### iii) KITCHEN :

- |                                     |      |
|-------------------------------------|------|
| a) Light point                      | No.1 |
| b) Exhaust fan point                | No.1 |
| c) 5 Pin Plug Point                 | No.1 |
| d) 5 Amp 3 Pin Plug on Switch Board | No.1 |

### iv) TOILET & BATH :

- |                      |      |
|----------------------|------|
| a) Light point       | No.1 |
| b) point for Geyser  | No.1 |
| c) One exhaust point | No.1 |

### v) ELECTRICAL INSTALLATION :

The cost of common meter and pump will bear by the Developers and individual meter cost will be borne by the flat Owner/s.

13. Common toilet/Care Taker's room etc. will be shifted outside of the super structure as mutually decided by and between the parties herein.

14. Lift/Elevator (I.S.I. standard) will be installed in the proposed building and all cost will be borne by the Developer.

**EXTRA WORK :-** for any extra work and/or change in at excluded specification towards betterment and fixing of costly items shall be entertained before commencement of the construction work of the specification item and the Owner/Purchaser/s shall be required to pay for the extra cost as may be requested by them shall be entertained before commencement of the construction work of the specified items and the Owner shall be required to pay for the extra cost as may be determined by the Developer in advance.



**RECEIVED** from the within named Developer the within mentioned total sum of Rs.20,00,000/- (Rupees Twenty Lakhs) only (out of which Rs. 3,60,000/- shall be treated as forfeited/non-refundable amount and rest amount i.e. Rs. 16,40,000/- shall be treated as advance/refundable amount, as per memo below :

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank	Branch	Amount
000136 (Manager's Cheque)	10.01.2023	HDFC	Motilal Gupta Road, Kol-82	Rs. 10,00,000/-
000137 (Manager's Cheque)	10.01.2023	HDFC	Motilal Gupta Road, Kol-82	Rs. 10,00,000/-
			Total	Rs. 20,00,000/-

(Rupees Twenty Lakhs only)

**WITNESSES:**

*Debasish Ghosh*

- 1) Sukumar Bhattacharya  
339/2/8 Kalipada Mukherjee Rd.  
Kolkata-700008  
P.S. Hadisole p.s.

*Ajoke Debnath*

- 2) Kaushik Chatterjee  
84/4, M.G. Road,  
Kolkata-700082  
P.O. & P.S. - Hariharpur.

**SIGNATURE OF THE OWNERS/**

**(FIRST PARTY)**

- 3) Sukumar Bhattacharya  
111/7 Kailash Ghosh Road  
Kolkata-700008



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

SIGNED SEALED AT KOLKATA  
IN THE PRESENCE OF  
WITNESSES;

- 1) Sukumar Bhattacharyya  
333/218 Kalipada Mukherjee Rd  
Kolkata - 700003  
P.S. Hazidelpur

*Dubois Shreeh.*

*Arore Dybath*

SIGNATURE OF THE OWNERS

- 2) Kaushik Chatterjee  
84/4, M.G. Road,  
Kolkata - 700082  
P.O. & P.S. - Hazidelpur.

*Sumitra Bhattacharya*  
SIGNATURE OF THE DEVELOPER

- 3) Sukumar Bhattacharyya  
11/7 Kailash Chandra Road  
Kolkata - 700008

Drafted & prepared by :

*Arore Kinnal Ranje*  
Advocate F. 320/201  
Alipore Police Court, Kolkata 700027.





	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left					
Right					

Name ..... DEBASIS GHOSH .....

Signature ..... Debasis Ghosh .....



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left					
Right					

Name ..... ALOKE DEBNATH .....

Signature ..... Aloke Debnath .....



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left					
Right					

Name ..... Sumitra Bhattacharjee .....

Signature ..... Sumitra Bhattacharjee .....





Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



100120232024789684

GRIPS Payment Detail

GRIPS Payment ID:	100120232024789684	Payment Init. Date:	10/01/2023 15:15:24
Total Amount:	24942	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKV8891328	BRN Date:	10/01/2023 15:17:10
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: SUMITRA BHATTACHERJEE  
Mobile: 9831155352

Payment(GRN) Details

SL No.	GRN	Department	Amount (₹)
1	192022230247896871	Directorate of Registration & Stamp Revenue	24942
Total			24942

IN WORDS: TWENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.  
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID





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



192022230247896871

GRN Details

GRN:	192022230247896871	Payment Mode:	Online Payment
GRN Date:	10/01/2023 15:15:24	Bank/Gateway:	State Bank of India
BRN :	CKV8891328	BRN Date:	10/01/2023 15:17:10
GRIPS Payment ID:	100120232024789684	Payment Init. Date:	10/01/2023 15:15:24
Payment Status:	Successful	Payment Ref. No:	2000060756/2/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name: SUMITRA BHATTACHERJEE  
Address: 339/2/8, KALIPADA MUKHERJEE ROAD,  
Mobile: 9831155352  
Depositor Status: Buyer/Claimants  
Query No: 2000060756  
Applicant's Name: Mr S Ghosal  
Identification No: 2000060756/2/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 10/01/2023  
Period To (dd/mm/yyyy): 10/01/2023

Payment Details

Sl No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000060756/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	4921
2	2000060756/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	20021
Total				24942

IN WORDS: TWENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.



### Major Information of the Deed

Deed No :	I-1602-00386/2023	Date of Registration	11/01/2023
Query No / Year	1602-2000060756/2023	Office where deed is registered	
Query Date	08/01/2023 4:09:44 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S Ghosal Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8013581088, Status : Solicitor firm		
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 : 20,00,000/-]	
Set Forth value		Market Value	
		Rs. 26,40,963/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,021/- (Article:48(g))		Rs. 20,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Kacha Road, , Premises No: 28, , Ward No: 123 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	5 Katha 6 Chatak		23,88,513/-	Width of Approach Road: 13 Ft.
Grand Total :				8.8688Dec	0/-	23,88,513/-	

### Structure Details :



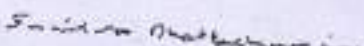
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1100 Sq Ft.	0/-	2,52,450/-	Structure Type: Structure Litigated Property.
Gr. Floor, Area of floor : 1100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 3 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1100 sq ft	0/-	2,52,450/-	



**and Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Debasis Ghosh</b> Son of Late Shilb Krishna Ghosh Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 11/01/2023 ,Place : Office	<b>Photo</b>  11/01/2023	<b>Finger Print</b>  LTI 11/01/2023	<b>Signature</b>  11/01/2023
	50,Kazipara Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Axxxxxxx1f, Aadhaar No: 24xxxxxxxx4337, Status :Individual, Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 11/01/2023 ,Place : Office			
2	<b>Name</b> <b>Aloke Debnath</b> Son of Ajay Kumar Debnath Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 11/01/2023 ,Place : Office	<b>Photo</b>  11/01/2023	<b>Finger Print</b>  LTI 11/01/2023	<b>Signature</b>  11/01/2023
	204,Maharani Indira Devi Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Apxxxxxxx0e, Aadhaar No: 73xxxxxxxx4981, Status :Individual, Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 11/01/2023 ,Place : Office			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Sumitra Bhattacharjee (Presentant)</b> Wife of Sukumar Bhattacharjee Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 11/01/2023 ,Place : Office	<b>Photo</b>  11/01/2023	<b>Finger Print</b>  LTI 11/01/2023	<b>Signature</b>  11/01/2023
	Wife of Sukumar Bhattacharjee 339/2/8,Kalpada Mukherjee Road,East Park, City:- Not Specified, P.O:- Barisha, P.S:-Thakurpukur, District:-South24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Amxxxxxxx6g, Aadhaar No: 23xxxxxxxx9163, Status :Individual, Executed by: Self, Date of Execution: 11/01/2023 , Admitted by: Self, Date of Admission: 11/01/2023 ,Place : Office			



## Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Soumen Ghosal</b> Son of Mr Dukhahari Ghosal Dulalpur, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN:- 700104			
	11/01/2023	11/01/2023	11/01/2023
Identifier Of Debasis Ghosh, Alope Debnath, Sumitra Bhattacharjee			

## Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Debasis Ghosh	Sumitra Bhattacharjee-4.43437 Dec
2	Alope Debnath	Sumitra Bhattacharjee-4.43437 Dec

## Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Debasis Ghosh	Sumitra Bhattacharjee-550.00000000 Sq Ft
2	Alope Debnath	Sumitra Bhattacharjee-550.00000000 Sq Ft



**Endorsement For Deed Number : I - 160200386 / 2023**

**On 11-01-2023**

**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 11:38 hrs on 11-01-2023, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Sumitra Bhattacharjee, 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 26,40,963/-

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

Execution is admitted on 11/01/2023 by 1. Debasis Ghosh, Son of Late Shib Krishna Ghosh, 50,Kazipara Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Business, 2. Aloke Debnath, Son of Ajay Kumar Debnath, 204,Maharani Indira Devi Road, P.O: Behala, Thana: Behala , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Business, 3. Sumitra Bhattacharjee, Wife of Sukumar Bhattacharjee, 339/2/8,Kalpada Mukherjee Road,East Park, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business Indetified by Mr Soumen Ghosal, , , Son of Mr Dukhahari Ghosal, Dulalpur, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 20,053.00/- ( B = Rs 20,000.00/- ,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 20,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2023 3:17PM with Govt. Ref. No: 192022230247896871 on 10-01-2023, Amount Rs: 20,021/-, Bank: State Bank of India ( SBIN00000001), Ref. No. CKV8891328 on 10-01-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 0600040, Amount: Rs.100.00/-, Date of Purchase: 09/01/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/01/2023 3:17PM with Govt. Ref. No: 192022230247896871 on 10-01-2023, Amount Rs: 4,921/-, Bank: State Bank of India ( SBIN00000001), Ref. No. CKV8891328 on 10-01-2023, Head of Account 0030-02-103-003-02



**Suman Basu**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS**

**South 24-Parganas, West Bengal**



