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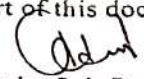


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AM 124637

Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with document are the part of this document.

17/5/2024
05-2001/204307/2024


District Sub-Registrar-V
Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT

17 MAY 2024

THIS DEVELOPMENT AGREEMENT is made on this 17th day of May, Two Thousand and Twenty-four (2024)

BETWEEN

Sri Pulak Kumar Ghosh (PAN: ADEPG0499E) (Aadhaar No. 2333 5538 5909), son of Late Pankaj Kumar Ghosh, by faith-Hindu, by occupation- business, by Nationality-Indian, residing at 116/3A, Sarat Ghosh Garden Road, Dhakuria, Kolkata - 700031 hereinafter called and referred to as the **FIRST PARTIES/CO-OWNERS** (which terms or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include their respectively heirs, executors, administrators, successor, legal representatives and assigns) of the **FIRST PART**.

AND

AAMAR BARI, (PAN: ABLFA6754B) a Development concern having it's office at 64B, Tanupukur Road, Ground Floor, P.O. Dhakuria, P.S. Kasba now Garfa, Kolkata - 700031 represented by its Partners (1) **SUBRATA BOSE** (PAN: AHRPB1107D) (Aadhaar No. 8884 1103 3734) son of Late Subhash Chandra Bose, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at 64B, Tanupukur Road, P.O. Dhakuria, P.S. Kasba now Garfa, Kolkata - 700031 and (2) **JAGONNATH HALDER**, (PAN: ABIPH8699H) (Aadhaar No. 8339 8245 6923) son of Sri Shiboram Halder, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at 15R, Telipara Lane, P.O. Dhakuria, P.S. Kasba

now Garfa, Kolkata – 700031, hereinafter called and referred to as the **SECOND PARTY/CO-OWNER/DEVELOPER** (which terms shall unless excluded by or repugnant to the context be deemed to include it's respective executors, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS by virtue of an indenture dated 5th June, 1935 which was registered in the office of the DR, Alipore recorded in Book No. I, Volume No. 63, Pages 135 to 142, being No. 2752 for the year 1935 one Sudhendu Mohan Mukherjee and Prafulla Chandra Gope purchased the piece and parcel of mourashi mokorari land measuring 7 Cottahs 5 Chittaks be the same a little more or less inclusive of the half of the nikashikatcha drain to the east of the plot situate lying on and being plot no. 18 formed out of premises in Tanupukur Road, Thana Tollygunge, Mouza Dhakuria, being the then portions of holding no. 276 of Smart's Survey and being portion of Dag No. 1095 & 1096, Khatian No. 426.

AND WHEREAS after purchase, the said Sudhendu Mohan Mukherjee and Prafulla Chandra Gope executed a registered Deed of Partition amongst themselves in respect of the purchased property. The said Deed of Partition was registered on 7th April,

1937 before the office of the DR, Alipore and recorded in Book No. I, Volume 32, Pages 229 to 235, Being No. 1192 of 1937.

AND WHEREAS in terms of the said Deed of Partition, Lot A measuring 3 Cottah 10.5 Chittak of land was allotted to Sudhendu Mohan Mukherjee and Lot B measuring 3 Cottah 10.5 Chittak of land was allotted to Prafulla Chandra Gope.

AND WHEREAS in terms of the said Deed of Partition, there exists a 6ft passage in between the two properties which the parties to Deed of Partition mutually decided for the free ingress of the parties and their family members for time immemorial.

AND WHEREAS the said properties were subsequently re-numbered as 11, Beni Banerjee Avenue, Kolkata - 700031 and 10, Beni Banerjee Avenue, Kolkata - 700031 respectively.

AND WHEREAS said Prafulla Chandra Gope during his lifetime gave up the title and became Prafulla Chandra Ghosh.

AND WHEREAS said Prafulla Chandra Ghosh expired sometimes in the year 1944. His wife Smt. Adarini Ghosh had expired sometimes in the year 1945.

AND WHEREAS at the time of death, the said Prafulla Chandra Ghosh left behind only four sons namely Pankaj Kumar Ghosh, Pijus Kanti Ghosh, Prasanta Ghosh and Pradip Kumar Ghosh to inherit the Lot B property, free from all encumbrances.

AND WHEREAS thereafter said Pradip Kumar Ghosh died intestate on 20.04.1995 leaving behind his wife namely Smt. Rina Ghosh and daughter Sharmila Ghosh as his heirs. Said Sharmila Ghosh died intestate on 04.09.2004.

AND WHEREAS while in occupation of the same free from all encumbrances, said Smt. Rina Ghosh, the sole existing legal heir of Late Pradip Kumar Ghosh in the meantime had sold her undivided half share in the property equivalent to 1 cottah 9 chittaks 21 sq ft in the total bastu land measuring 3 Cottahs 10.5 Chittaks more or less now after physical measurement actually measuring 03 Cottahs 02 Chittaks 42 sq ft more or less with 3 storied building measuring 400 sq ft on the ground floor, 400 sq ft on the first floor and 200 sq ft with asbestos shed on the top floor situated at premises no. 10, Beni Banerjee Avenue under old Dag No. 1095 & 1096, Khatian No. 426, Mouza Dhakuria, P.S. Garfa (Previously Kasba), Kolkata - 700031 under Ward No. 92 of Kolkata Municipal Corporation to the Second part by virtue of a Deed of conveyance executed and registered on 26.07.2023, Being No. 160408948 for the year 2023 and recorded in Book No. 1, Volume No.

1604-2023, pages 288755 to 288779, registered in the office of the D.S.R-IV, Alipore.

AND WHEREAS the said Pijus Kanti Ghosh died as bachelor on 23.07.1996.

AND WHEREAS the said Prasanta Kumar Ghosh also died as bachelor on 01.10.2008.

AND WHEREAS the said Pankaj Kumar Ghosh died intestate on 15.09.2000 leaving behind his wife, Mina Ghosh, his son Pulak kumar Ghosh, Rina Ghosh, Lina Mukherjee, Swapna Ghosh and Jyotsna Aditya. In the interregnum, Mina Ghosh, Jyotsna Aditya, Lina Mukherjee has expired on 23.08.2009, 14.06.2018 and 01.01.2024 respectively. Jyotsna Aditya's only son namely Auniket Aditya has inherited his mother's undivided share in the property. Lina Mukherjee's only married daughter, Smt. Sougandha Mukherjee has inherited her mother's undivided share in the property. Very recently by way of a Deed of Conveyance dated 25.04.2024 registered in the office of the DSR-IV, Alipore, being Deed No. 4487 for the year 2024, said Rina Ghosh, Swapna Ghosh, legal heirs of Late Lina Mukherjee and Late Jyotsna Aditya executed a Deed of Conveyance in respect of the second part all that piece and parcel of their undivided 4/5th share in the property equivalent to 1 cottah 4 chittaks 17 sq ft out of the total bastu land measuring 3 Cottahs 10.5 Chittaks more or less now upon

physical measurement actually measuring 03 Cottahs 02 Chittaks 42 sq ft more or less with 3 storied building measuring 400 sq ft on the ground floor, 400 sq ft on the first floor and 200 sq ft with asbestos shed on the top floor situated at premises no. 10, Beni Banerjee Avenue under old Dag No. 1095 & 1096, Khatian No. 426, Mouza Dhakuria, P.S. - Garfa (Previously Kasba), Kolkata - 700031 vide Assessee No. 210920400097 under Ward No. 92 of Kolkata Municipal Corporation

AND WHEREAS since the building is in a dilapidated condition, the party of the first part approached the parties of the second part who also have experience in the field of developmental work to undertake development work of the said property. The party of the first part undertake that they shall cooperate with the parties of the second part till the completion of the new development in the said property.

AND WHEREAS the party of the first part and the parties of the second part, after deliberations and negotiations have agreed to enter into this agreement for development / construction / reconstruction of the said property by building multistoried building with several residential flats of different shapes and sizes for mutual benefits.

AND WHEREAS the parties of the first part intend to take a total amount of Rs. 3 lakhs (Rupees Three lakhs only) as non-refundable consideration and an additional 2BHK flat (50% of the sanctioned first floor in the South West Side) from the parties of the second part. Further a refundable interest free security amount of Rs. 6,00,000/- will be deposited with Pulak Kumar Ghosh, on or before the date of execution and registration of the present Development Agreement. The said refundable interest free security amount shall be positively returned on the date of handing over of possession of the Allocation of the First Part along with completion certificate from KMC.

AND WHEREAS the parties above named deem it expedient to put into writing the terms and conditions agreed between the parties hereto and

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:-

ARTICLES-1: DEFINITION

Unless repugnant to the subject or context thereof, the following expression herein used shall carry the meanings hereunder respectively assigned to them namely :-

- 1) **SAID PROJECT** shall mean in all respect the Schedule -"A" property hereof in place of which the said multistoried building to be constructed as hereby proposed and to be sanctioned by the Kolkata Municipal Corporation.
- 2) **SECOND PARTY/CO-OWNER/DEVELOPER** shall mean the development concern herein above as the parties to the Second Part hereof.
- 3) **BUILDING** shall mean the multistoried building and structures to be constructed in place of old dilapidated structure on the landed property measuring more or less 3 Cottahs 10.5 Chittaks more or less now after physical measurement actually measuring 03 Cottahs 02 Chittaks 42 sq ft more or less with 3 storied building measuring 400 sq ft on the ground floor, 400 sq ft on the first floor and 200 sq ft with asbestos shed on the top floor situated at premises no. 10, Beni Banerjee Avenue under old Dag No. 1095 & 1096, Khatian No. 426, Mouza Dhakuria, P.S. Garfa (Previously Kasba), Kolkata - 700031 under Ward No. 92 of Kolkata Municipal Corporation as per the plan so to be sanctioned by the Kolkata Municipal Corporation.

- 4) **COMMON FACILITIES** shall include roads, water pipes, service lines, drains, sewers and electric and telephone wiring, corridors, passage ways, stair case, open spaces and other places and facilities whatsoever appurtenant to the said property, to be used and enjoyed by the owner of the apartments.
- 5) **SANCTIONED PLAN** shall mean the plan or plans to be sanctioned by the Kolkata Municipal Corporation (in short, K.M.C.) and/or other body or authority concerned with the sanction of the construction plans for constructions of building/buildings at the said premises no. 10, Beni Banerjee Avenue, Dhakuria, P.S. Kasba now Garfa, Kolkata – 700031, within the limits of Ward No. 92 of Kolkata Municipal Corporation under Assessee No. 210920400097, shall include any fresh plan and/or amendments thereto and/or modifications therein made or caused to be made by the Second Party/Co-Owner/Developer from time to time after notifying an in consultation with first part in so far as their i.e. the First Party/Co-Owner' interest is concerned.

- 6) **MAINTENANCE ORGANISATION** shall mean forming a Society or Syndicate or Association or Company to maintain the said multistoried building.
- 7) **USEABLE PLACE** shall mean space in the aforesaid multistoried building hereinafter to be constructed in pursuance of this development agreement available for independent use and occupation after making due provisions for common facilities and space required thereof.
- 8) **FIRST PARTY/ CO-OWNER'S ALLOCATION** shall mean an amount of Rs. 20,000/- (Rupees Twenty thousand only) on the date of execution of this Agreement and an amount 2,80,000/- (Rupees Two lakh eighty thousand only) within next one week as non-refundable consideration and an additional 2BHK flat (50% of the sanctioned first floor in the South West Side) from the parties of the second part. Further a refundable interest free security amount of Rs. 6,00,000/- will be deposited with Pulak Kumar Ghosh, within one week of the execution of the Agreement. The said refundable interest free security amount shall be positively returned on the date of handing over of possession of the

Allocation of the First Part as mentioned in Schedule -"B" hereof.

- 9) **SECOND PARTY / CO-OWNER / DEVELOPER'S ALLOCATION** shall mean the balance of the space/flats in the new multistoried building as mentioned in Schedule -"C" hereof after providing the First Party/Co-Owner's Allocation.
- 10) **ADVOCATE** shall mean **SRI ANIRBAN GHOSH**, Advocate High Court, Calcutta.
- 11) **FORCE MAJEURE** shall mean and include flood, earthquake, riot, war, storm, tempest, labour trouble, civil commotion strike lock out, COVID pandemic and any act or omission beyond the control of the Second Party/Co-Owner/Developer but not intentionally incited and/or created by the Second Party/Co-Owner/Developer to the detriment of the First Party/Co-Owner.

ARTICLE-II: CONSIDERATION

1. That the subject of this deed between the First Party/Co-Owner and the Second Party/Co-Owner/Developer are the said property more fully mentioned and described in the Schedule -"A" hereunder written for utilizing the same for

construction/reconstruction of the building/buildings and/or structures.

2. That the First Party/Co-Owner does hereby grant consent to the Second Party/Co-Owner/Developer to develop the said property and to construct multistoried building on the said property at cost and expenses at the Second Party/Co-Owner/Developer subject to the terms and conditions mentioned hereunder.
3. That the Second Party/Co-Owner/Developer shall construct the new multistoried building in place of the Schedule -"A" property according to sanction of plan or revised plan by the Kolkata Municipal Corporation.
4. That on completion of the proposed building and in consideration of this agreement the First Party/Co-Owner shall be handed over Rs. 3 lakhs (Rupees Three lakhs only) as non-refundable consideration and an additional 2BHK flat (50% of the sanctioned first floor in the South West Side) from the parties of the second part. Further a refundable interest free security amount of Rs. 6,00,000/- will be deposited with Pulak Kumar Ghosh within one week of the

execution of the Agreement. The said refundable interest free security amount shall be positively returned on the date of handing over of possession of the Allocation of the First Part more fully mentioned and described in the Schedule - "B" hereunder written while the Second Party/Co-Owner/Developer shall be entitled to the rest of the portions as described in the Schedule - "C" property hereof and shall be entitled to realize the constructions cost, expenses and profit from the owner hereof by selling the Second Party/Co-Owner/Developer allocated Schedule - "C" property to the intending buyers of the newly constructed flats or rooms or other portions of Schedule - "C" property of the said constructed building.

6. That the First Party/Co-Owner shall have no claim in respect of any FAR beyond the floors as per sanctioned plan of K.M.C. in the proposed building to be constructed at premises being No. 10, Beni Banerjee Avenue, Dhakuria, P.S. Kasba now Garfa, Kolkata - 700031, within the limits of Ward No. 92 of Kolkata Municipal Corporation under Assessee No. 210920400097.

8. The members of First Party/Co-Owner along with other flat owners shall mutate their names in the corporation records in respect of their respective flats in the newly constructed building and shall bear and pay regularly all rates and taxes, outgoing maintenance charges in respect of their purchased or occupied flats and common areas and shall pay proportionate share of taxes, outgoing maintenance charges to the Kolkata Municipal Corporation.
9. The construction of the building shall be completed in every respect by the Second Party/Co-Owner/Developer within a period of 24 months from getting the sanction plan from Kolkata Municipal Corporation, but not later than 30 months from the date of execution of this agreement. Upon completion of construction in terms of the plans sanctioned by the Kolkata Municipal Corporation, the Second Party/Co-Owner/Developer shall take steps to obtain the completion certificate in respect of the proposed new multistoried building from Kolkata Municipal Corporation.

ARTICLE - III: BUILDING/CONSTRUCTION

1. That the Second Party/Co-Owner/Developer shall construct and complete the proposed multistoried building by utilizing standard building materials as follows :-

STRUCTURE AND FOUNDATION :- Building designed on R.C.C. Foundations confirming to national Building Code Rules of Concerning Authority or as per sanction plan floor and design.

FLOOR & SKIRTING :- All bed rooms and dining will be made by good quality Vitrified Floor tiles with 4" skirting dado for common areas.

TOILETS :- Toilets will be provided with branded PVC pipe for general water supply from over head tank with water connection from reasonable source. One standard white basin, one white Indian commode for toilet and walls have glazed tiles upon 6'-0" height all around and flooring will be of non skit tiles.

KITCHEN :- Kitchen will have granite kitchen top/table with glaze tiles upto 3 ½ ft over and above the skirting's and

provision a cut round shape on the wall or exhaust fan.
Kitchen floors shall be of non skit tiles.

DOORS & DOORS FRAMES :- All doors will have wooden frame and Flush door 30 mm. Entrance door of the flat shall be made of flush door with decorated lamination.

WINDOWS FRAME & GRILLS:- All windows frame shall be made of aluminium sliding with shutters along with M.S. Grills Guard Bar of suitable design, clear sheet Glass.

INTERNAL WALLS:- Plaster walls finished with wall putty, Bricks works will be done 8" thickness for external and 3" for partition walls.

EXTERNAL WALLS :- External walls to be two coated with water proof weather coat paint.

ELECTRICAL WIRING :- All concealed wiring in every rooms, toilet, kitchen, living - cum - dining and verandah (of Finolex/Havels/R.R. Cables Brand).

BED ROOM :-

1. One bracket light point.
2. One tube - light, point.

3. One ceiling fan point.
4. One night lamp point.
5. One AC point in the master bed room.

LIVING/DINING :-

1. One tube-light point.
2. One bracket light point.
3. One ceiling fan point.
4. One 5 AMP, point.
5. One 5 pin plug point on switch Board.
6. One T.V. Antenna concealed pipe line layout only.
7. One Electric Call bell attached at Flat entrance.

TOILET & KITCHEN :-

1. One Ex-fan point.
2. One light point.
3. One Geyser point in the main toilet.
4. One 15 Amp. Power point in kitchen.
5. One 15 Amp. Refrigerator point in kitchen

Anything extra is demanded by the First Party/Co-Owner or intending Purchaser/s apart from the technical specification given as aforesaid that shall be made or done by the cost of

the owner or intending purchaser/s payable in advance according to the market price.

2. That the Second Party/Co-Owner/Developer hereby authorized and empowered in relation to the said construction in so far as may be necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other materials allocable to the owner for the construction of the said proposed building and similar to apply for and obtain temporary and/or permanent connection of water electricity, power, gas and other inputs and facilities required for the construction or enjoyment of the building for which the owner do hereby execute a General Power of Attorney in favour of the Second Party/Co-Owner/Developer and/or its nominee or nominees and all such Power of Attorney and other authorities, as shall be required by the Second Party/Co-Owner/Developer for the purpose of construction and allied job and the owner shall also sign all such application and other legal documents after consultation with their lawyers as shall be required for the purpose or otherwise or in connection with the construction of the proposed building from time to time.

3. That the First Party/Co-Owner shall not interfere with or obstruct in any manner the execution and completion of work of development and construction on the land or premises No. 10, Beni Banerjee Avenue, Dhakuria, P.S. Kasba now Garfa, Kolkata - 700031, within the limits of Ward No. 92 of Kolkata Municipal Corporation under Assessee No. 210920400097, unless it is not according to the law.

ARTICLES - IV : FIRST PARTY/CO-OWNER OBLIGATIONS

1. That until completion of all the formalities, the First Party/Co-Owner shall permit the Second Party/Co-Owner/Developer and their representatives to have access to those premises for soil testing, mapping and other necessities for Development and construction of the said property at the cost of the Second Party/Co-Owner/Developer.
2. That all taxes due and payable in respect of the said property shall be paid by the Second Party/Co-Owner/Developer in lieu of taxes due in respect of the property.

3. That the First Party/Co-Owner shall not revoke or cancel this agreement provided the Second Part (Second Party/Co-Owner/Developer) knowingly or unknowingly. The First Party/Co-Owner undertake not to transfer, mortgage, charge or Lease or in any way encumber their undivided half share in the said Property or land.
4. That the First Party/Co-Owner shall have no objection if the Second Party/Co-Owner/Developer, in order to construct the building takes loan from any financial concern without encumbering the said property. The First Party/Co-Owner will not be responsible to repay any such loan amount.
5. That in respect of the ultimate roof right in the proposed building all the intending flat purchaser/s shall have right according to their proportionate ratio/share.
6. The First Party/Co-Owner shall supply and handover all the relevant documents including the mother deed/s to the Second Party/Co-Owner/Developer to enable the Second Party/Co-Owner/Developer to draw the proposed plan and to proceed with the development work.

ARTICLES-V: SECOND PARTY/CO-OWNER

/DEVELOPER'S OBLIGATIONS

1. The Second Party/Co-Owner/Developer shall complete the proposed construction upon the land of the said premises within 24 (twenty four) months, from the date of sanction plan. That the Second Party/Co-Owner/Developer may extend the said time for 6 (six) months only due to any unavoidable circumstances. In case, there is any further extension of the time limit, then the Second Party/Co-Owner/Developer shall be bound to pay Rs. 5000/- per month to Sri Pulak Kumar Ghosh for such delay. The Second Party/Co-Owner/Developer shall submit the proposed plan within 6 (six) months from the date of execution of this agreement.
2. That the Second Party/Co-Owner/Developer shall raise the construction upon land of the said premises at their own cost and expenses and the Second Party/Co-Owner/Developer, shall have liberty to construct the proposed building by engaging any contractor sub-

contractor and/or by engaging any other construction company.

ARTICLE-VI: RIGHTS

1. That the Second Party/Co-Owner/Developer will have right of assigning those right under this agreement in favor of any persons, firms, company or association subject to the confirmation of the First Party/Co-Owner.
2. The Second Party/Co-Owner/Developer shall be entitled to occupy and use the premises Subject to the terms of this agreement for the duration of the project. The Second Party/Co-Owner/Developer shall be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign board and advertisement in the Project.
3. Upon being inducted into the premises the Second Party/Co-Owner/Developer shall be at liberty to do all works as is required for the project and to utilize the existing electricity and water, if any in the premises at the Second Party/Co-Owner/Developer's own costs and expenses. The Second

Party/Co-Owner/Developer shall have the right to obtain temporary connection of utilities for the project and the First Party/Co-Owner shall sign and execute all lawful papers and documents necessary by the concerned authorities for such utilities required therefore in the interest of the project.

4. The Second Party/Co-Owner/Developer will be entitled to make publicity and advertisement in all possible and lawful manner for their commercial benefit in regards to the developed project.

ARTICLE-VII : RESTRICTIONS

The First Party/Co-Owner as well as the Second Party/Co-Owner/Developer shall abide by all Bye Laws, Rules and Regulations of the associations or society that may be formed in the due course.

ARTICLE-VIII: DEFAULT

The First Party/Co-Owner and Second Party/Co-Owner/Developer shall not be considered to be in breach of any obligations hereunder to the extent that the performance of the

relevant obligation are prevented by the existence of force Majeure.

ARTICLE - IX HOLDING ORGANISATION/ASSOCIATION

1. That the intending purchaser/s or occupier/s jointly shall form a society or other body herein called the (maintenance organization) to take charge of the management of the proposed building's common facilities and the up-keep and maintenance thereof and such maintenance organization shall be authorized to do and enter any lawful act, deeds, matter and thing as shall or may be required for the maintenance and up-keep of the common facilities of buildings for their mutual benefits.
2. That the intending purchaser/s and/or shall take the flats/spaces in the proposed multistoried building subject to their agreeing to maintenance of common services and for payment of charges for common services like estate management, repairs, etc, and subject to the terms of occupancy.
3. That till a society, association or any other appropriate body is formed in respect of the proposed multistoried building by

the flat holders the responsibility for running common facilities and services, maintenances of the building shall lie upon the flat owners of respective flats in the new multi storied building .

ARTICLES-X: TRANSFER

1. That it is hereby agreed by and between the parties hereto that the Second Party/Co-Owner/Developer shall have the exclusive rights to negotiate, enter into agreement and receive consideration in advance from the prospective buyers, intending holder/ occupier of flats/space in the said proposed building for the allotted portion/portions of the Second Party/Co-Owner/Developer and the Second Party/Co-Owner/Developer shall have absolute right to sale the aforesaid flats in respect of its shares to the intending purchasers by executing necessary deed of conveyance.
2. That the money whichever be received by the Second Party/Co-Owner/Developer for such sale and/or transfer or right of the Second Party/Co-Owner/Developer's allocation will be exclusive money of the Second Party/Co-

Owner/Developer towards the cost, expenses of construction and business profit.

3. That the First Party/Co-Owner hereby agrees to execute a Registered Power of Attorney in favour of the Second Party/Co-Owner/Developer or its nominee at the cost of the Second Party/Co-Owner/Developer as the case may be to convey, sale and transfer, the flats/spaces in respect of the proposed building to the allottees or to such other person/persons, who may be nominated by the Second Party/Co-Owner/Developer in that regard, in such part or parts as the Second Party/Co-Owner/Developer shall desire.

ARTICLE-XI: MISCELLANEOUS

1. That no charges, modifications or alterations to this agreement shall be done without the written consent of the First Party/co-owner and the written consent of the Second Party/Co-Owner/Developer.
2. That the First Party/Co-Owner and the Second Party/Co-Owner/Developer undertake not to do any act which may in any manner contravene the terms of this agreement in respect of the property.

ARTICLE-XII: JURISDICTION

Only the Civil Court having territorial and pecuniary Jurisdiction over the property to try and entertain any matter arising out of these presents and/or in pursuance of these presents.

SCHEDULE OF THE PROPERTY - "A"

ALL THAT the bastu land measuring 3 Cottahs 10.5 Chittaks more or less now after physical measurement actually measuring 03 Cottahs 02 Chittaks 42 sq ft more or less with 3 storied building measuring 400 sq ft on the ground floor, 400 sq ft on the first floor and 200 sq ft with asbestos shed on the top floor situated at premises no. 10, Beni Banerjee Avenue under old Dag No. 1095 & 1096, Khatian No. 426, Mouza Dhakuria, P.S. Garfa (Previously Kasba), Kolkata - 700031 vide Assessee No. 210920400097 under Ward No. 92 of Kolkata Municipal Corporation which is butted and bounded as follows:-

On the North: Premises no. 9, Beni Banerjee Avenue

On the South: Passage for Premises no. 11, Beni Banerjee Avenue

On the East: Premises no. 11, Beni Banerjee Avenue

On the West: 14 ft wide KMC Road

SCHEDULE - "B" FIRST PARTY/CO-OWNER' ALLOCATION

ALL THAT the First Party/Co-Owner shall be an amount of Rs. 20,000/- (Rupees Twenty thousand only) on the date of execution of this Agreement and an amount 2,80,000/- (Rupees Two lakh eighty thousand only) within next one week as non-refundable consideration and an additional 2BHK flat (50% of the sanctioned first floor in the South West Side) from the parties of the second part. Further a refundable interest free security amount of Rs. 6,00,000/- will be deposited with Pulak Kumar Ghosh, within one week of the execution of this Agreement. The said refundable interest free security amount shall be positively returned on the date of handing over of possession of the Owner's Allocation.

SCHEDULE -C 'SECOND PARTY/CO-OWNER/DEVELOPER'S ALLOCATION'

ALL THAT the Second Party/Co-Owner/Developer shall be entitled to have the right of the areas of the said constructed building except the part of First Party/Co-Owner' allocation in the proposed building mentioned in Schedule - "B" above at premises

No. 10, Beni Banerjee Avenue, Dhakuria, P.S. Kasba now Garfa, Kolkata - 700031, within the limits of Ward No. 92 of Kolkata Municipal Corporation under Assessee No. 210920400097.

IN WITNESS WHEREOF WE, the First Party/Co-Owner have hereunto set and subscribed our hands and seal on this the day of August, 2023 in presence of the following witnesses in good health, sound mind, without any undue influence, provocation, whatsoever from any corner.

SIGNED SEALED AND DELIVERED

by the First Party/Co-Owner in the presence of:

1. *Rahul Dhor*
4/7 Mayon. Kol-75
2. *Riyu Das*
Nigun
Kol-22

Pulok Kumar Ghosh
Signature of the First Party/Co-Owner

SIGNED SEALED AND DELIVERED by the
SECOND PARTY/CO-OWNER/DEVELOPER in the presence of:

1. *Rahul Dhor.*

1. **AAMAR BARI**
Subrata Bose *Jagannath Halder*
Partner Partner
Signature of the Second Party
/Co-Owner/Developer

2. *Riyu Das*

Drafted & prepared by me

Anirban Ghosh

Anirban Ghosh

Advocate

High Court, Calcutta

Kolkata- 700 001

Enrolment No. : WB/1778/2010

MEMO OF PAYMENT

Received from the within named Second Party/Co-Owner/Developer the said sum of Rs.20,000/- (Rupees Twenty thousand) only being the part of monetary consideration as per memorandum below :

Sl. No.	Date	Bank	Cheque/ Draft	Bank	Amount
1.	11.08.2023	HDFC	000636	-	20,000/-

Witness:

1. Rahul Dhor
2. Raju D

Pulak Kumar Chaudhary

.....
(Signature of the Co-owner/First Part)



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name PULAK KUMAR GHOSH

Signature Pulak Kumar Ghosh



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SUBRATA BOSE

Signature Subrata Bose



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name JAGANNATH HALDER

Signature Jagannath Halder



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature.....



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



160520242004995921

GRIPS Payment Detail

GRIPS Payment ID:	160520242004995921	Payment Init. Date:	16/05/2024 20:18:39
Total Amount:	10242	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4476538062833	BRN Date:	16/05/2024 20:18:54
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr TANMOY DHAR
Mobile: 8981314794

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250049959228	Directorate of Registration & Stamp Revenue	10242
Total			10242

IN WORDS: TEN THOUSAND TWO HUNDRED FORTY TWO ONLY.

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



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



192024250049959228

GRN Details

GRN:	192024250049959228	Payment Mode:	SBI Epay
GRN Date:	16/05/2024 20:18:39	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	4476538062833	BRN Date:	16/05/2024 20:18:54
Gateway Ref ID:	CHP9529310	Method:	State Bank of India NB
GRIPS Payment ID:	160520242004995921	Payment Init. Date:	16/05/2024 20:18:39
Payment Status:	Successful	Payment Ref. No:	2001204307/2/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr TANMOY DHAR
Address:	AJOYNAGAR
Mobile:	8981314794
Period From (dd/mm/yyyy):	16/05/2024
Period To (dd/mm/yyyy):	16/05/2024
Payment Ref ID:	2001204307/2/2024
Dept Ref ID/DRN:	2001204307/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001204307/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2001204307/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	221
Total				10242

IN WORDS: TEN THOUSAND TWO HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1630-01639/2024	Date of Registration	17/05/2024
Query No / Year	1630-2001204307/2024	Office where deed is registered	
Query Date	14/05/2024 2:05:30 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rahul Dhar Ajoynagar, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9836926280, Status :Deed Writer		
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 : 20,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 77,56,502/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 253/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :










District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Beni Banerjee Avenue, , Premises No: 10, , Ward No: 092 Pin Code : 700031

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 2 Chatak 42 Sq Ft	1/-	71,62,502/-	Width of Approach Road: 14 Ft.,
Grand Total :				5.2525Dec	1 /-	71,62,502 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	5,94,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	5,94,000 /-	










Land Lord Details :



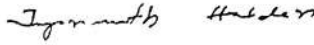
SI No	Name,Address,Photo,Finger print and Signature								
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr PULAK KUMAR GHOSH Son of Late PANKAJ KUMAR GHOSH Executed by: Self, Date of Execution: 17/05/2024 , Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office</td><td> 17/05/2024</td><td> Captured LTI 17/05/2024</td><td> 17/05/2024</td></tr></table> <p>116/3A SARAT GHOSH GARDEN ROAD DHAKURIA, City:- , P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.: ADxxxxxx9E, Aadhaar No: 23xxxxxxxx5909, Status :Individual, Executed by: Self, Date of Execution: 17/05/2024 , Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr PULAK KUMAR GHOSH Son of Late PANKAJ KUMAR GHOSH Executed by: Self, Date of Execution: 17/05/2024 , Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office	 17/05/2024	 Captured LTI 17/05/2024	 17/05/2024
Name	Photo	Finger Print	Signature						
Mr PULAK KUMAR GHOSH Son of Late PANKAJ KUMAR GHOSH Executed by: Self, Date of Execution: 17/05/2024 , Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office	 17/05/2024	 Captured LTI 17/05/2024	 17/05/2024						

Developer Details :



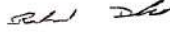
SI No	Name,Address,Photo,Finger print and Signature
1	<p>AAMAR BARI 64B TANUPUKUR ROAD, City:- , P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Date of Incorporation:XX-XX-2XX8 , PAN No.: ABxxxxxx4B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr SUBRATA BOSE (Presentant) Son of Late SUBHASH CHANDRA BOSE Date of Execution - 17/05/2024 , , Admitted by: Self, Date of Admission: 17/05/2024 , Place of Admission of Execution: Office</td><td> May 17 2024 12:14PM</td><td> Captured LTI 17/05/2024</td><td> 17/05/2024</td></tr></table> <p>64B TANUPUKUR ROAD, City:- , P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: AHxxxxxx7D, Aadhaar No: 88xxxxxxxx3734 Status : Representative, Representative of : AAMAR BARI (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mr SUBRATA BOSE (Presentant) Son of Late SUBHASH CHANDRA BOSE Date of Execution - 17/05/2024 , , Admitted by: Self, Date of Admission: 17/05/2024 , Place of Admission of Execution: Office	 May 17 2024 12:14PM	 Captured LTI 17/05/2024	 17/05/2024
Name	Photo	Finger Print	Signature						
Mr SUBRATA BOSE (Presentant) Son of Late SUBHASH CHANDRA BOSE Date of Execution - 17/05/2024 , , Admitted by: Self, Date of Admission: 17/05/2024 , Place of Admission of Execution: Office	 May 17 2024 12:14PM	 Captured LTI 17/05/2024	 17/05/2024						

Name	Photo	Finger Print	Signature
Mr JAGONNATH HALDER Son of Mr SHIBORAM HALDER Date of Execution - 17/05/2024, , Admitted by: Self, Date of Admission: 17/05/2024, Place of Admission of Execution: Office		 Captured	
15R TELIPARA LANE, City:- , P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: ABxxxxxx9H, Aadhaar No: 83xxxxxxxx6923 Status : Representative, Representative of : AAMAR BARI (as PARTNER)	May 17 2024 12:12PM	LTI 17/05/2024	17/05/2024

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAHUL DHAR Son of Late R DHAR AJOY NAGAR, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075		 Captured	
	17/05/2024	17/05/2024	17/05/2024

Identifier Of Mr PULAK KUMAR GHOSH, Mr SUBRATA BOSE, Mr JAGONNATH HALDER

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr PULAK KUMAR GHOSH	AAMAR BARI-5.2525 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr PULAK KUMAR GHOSH	AAMAR BARI-1000.00000000 Sq Ft

Endorsement For Deed Number : I - 163001639 / 2024

On 17-05-2024

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

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

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

Presented for registration at 11:40 hrs on 17-05-2024, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr SUBRATA BOSE ..

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 77,56,502/-

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

Execution is admitted on 17/05/2024 by Mr PULAK KUMAR GHOSH, Son of Late PANKAJ KUMAR GHOSH, 116/3A SARAT GHOSH GARDEN ROAD DHAKURIA, P.O: DHAKURIA, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Business

Indetified by Mr RAHUL DHAR, , , Son of Late R DHAR, AJOY NAGAR, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 17-05-2024 by Mr SUBRATA BOSE, PARTNER, AAMAR BARI, 64B TANUPUKUR ROAD, City:- , P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Mr RAHUL DHAR, , , Son of Late R DHAR, AJOY NAGAR, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Deed Writer

Execution is admitted on 17-05-2024 by Mr JAGONNATH HALDER, PARTNER, AAMAR BARI, 64B TANUPUKUR ROAD, City:- , P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Mr RAHUL DHAR, , , Son of Late R DHAR, AJOY NAGAR, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 253.00/- (B = Rs 200.00/- ,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 221/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/05/2024 8:18PM with Govt. Ref. No: 192024250049959228 on 16-05-2024, Amount Rs: 221/-, Bank: SBI EPay (SBIEPay), Ref. No. 4476538062833 on 16-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 191, Amount: Rs.50.00/-, Date of Purchase: 02/05/2024, Vendor name: Mrinal Mitra

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 16/05/2024 8:18PM with Govt. Ref. No: 192024250049959228 on 16-05-2024, Amount Rs: 10,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4476538062833 on 16-05-2024, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2024, Page from 44650 to 44689
being No 163001639 for the year 2024.



(Signature)

Digitally signed by Anupam Halder
Date: 2024.05.21 16:07:45 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 21/05/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.