

20207/24

I-19786/24



पश्चिम बंगाल WEST BENGAL

AU 069562

22/11/2024
20207-2024
24/6/2024

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

District Sub-Register-III
Alipore, South 24-parganas.

27-11-24

AGREEMENT FOR DEVELOPMENT

Made and executed at Kolkata on this 27th day of November, 2024 (Two Thousand Twenty Four).

BY AND BETWEEN

P.T.O.

Sabita Basak

Civil Judge

22 NOV 2024

22 NOV 2024

3217

Name: A. N. R. Construction
Address: 47 A/6 R. N. Day

Value Rs. R. N. Day

BIDYUT K. R. S. A. N. A.

Licence Stamp Vendor

Alipore Judges' Court 24 Pgs. (S)
Kolkata-700 027

Stamp Vendor

Signature



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE

27 NOV 2024

Jayanta Mondal
Shri. Sanat K. Mondal
Alipore Judges' Court.
Kal. 27.
Law Clerk.

SMT. SABITA BASAK, (I. T. PAN- AEGPB1761F, AADHAAR NO. 535715852840, Mob. No. 9748683924), wife of Sri Manindra Basak, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 33, Tanupukur Road, Post Office- Dhakuria, Police Station- Kasba now Garfa, Kolkata- 700031, hereinafter called and referred to as the **"LAND OWNER/ OWNER"** (which expression shall unless excluded by or repugnant to the context of subject be deemed to mean and include her legal heirs, successors, successors-in-interest, executors, nominees, legal representatives, administrators and assigns) of the **FIRST PART** .

AND

M/S. ARATI CONSTRUCTION, a Proprietorship Firm, having its office at 42A/6, R. N. Das Road, Police Station- Kasba now Garfa, Kolkata- 700031, being represented by its sole proprietor **SRI ABHIJIT GHOSH, (I. T. PAN- AHGPG7112E, AADHAAR NO. 243388669157, MOB No. 9831153148)**, son of Late Achyuta Kumar Ghosh, by religion - Hindu, by Nationality- Indian, by occupation - Business, residing at 42A/6, R. N. Das Road, (first floor) Kolkata - 700031, P. S.- Kasba now Garfa, hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or the context be deemed to mean and include it's/his legal heirs, successors, legal representatives, successors-in-interest, executors, administrators and assigns) of the **SECOND PART/ OTHER PART**.

WHEREAS

1. By a Deed of Sale dated 26th day of May, 1938 corresponding to 12th day of Jaistha, 1345 B.S. duly registered in the office of the District Sub-Registrar, Alipore, 24 Parganas vide Book No. I, Volume No. 49, Pages 241 to 246, Being No. 2093 for the year 1938, One Sri. Haripada Bandopadhyay sold, transferred, conveyed and assigned **ALL THAT** piece

Sabita Basak

Handwritten signature

and parcel of Niskar Brahmottar vacant land having intermediary permanent interest measuring an area of 10 (ten) Cottahs, be the same a little more or less, lying and situate at Mouza- Dhakuria, J. L. No. 18, Touzi No. 230/233 in the District of 24-Parganas under Police Station-Sadar Tollygunge then Jadavpur thereafter Kasba now Garfa, comprised in C. S. Dag No. 681 (Portion) appertaining to Khatian No.774 within the ambit of the then Tollygunge Municipality subsequently Corporation of Calcutta now the Kolkata Municipal Corporation unto and in favour of Smt. Ushabati Mitra, wife of Abala Kanta Mitra.

2. Having purchased the said plot of land, the said Smt. Ushabati Mitra duly mutated her name in the Assessment Registrar of the then Tollygunge Municipality and began to enjoy and occupy the same by exercising various acts of possession over the same uninterruptedly on payment of requisite rates and taxes thereof.

3. While enjoying the said property, the said Smt. Ushabati Mitra, by two different Deeds of Gift both dated 17th day of January, 1970 both registered in the office of the Sub-Registrar, Alipore, 24-Parganas vide Book No. I, Volume No. 12, Pages from 111 to 114, Being No. 199, for the year 1970 and Book No. I, Volume No. 3, Pages 197 to 201, Being No.200, for the year 1970, transferred **ALL THAT** piece and parcel of land measuring 6 (six) cottahs 12 (twelve) Sq. ft. out of the said 10 (ten) Cottahs of land unto and in favour of her two daughters namely Smt. Aruna Dey and Smt. Anima Kar and retained the rest area of land measuring 3(three) cottahs 15 (fifteen) chattaks 33 (thirty three) Sq. ft. at and being Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031.

4. On actual physical measurement the quantum of the rest land of

Sabitra Basak



the said Smt. Ushabati Mitra was found 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less, instead and in spite of 3 (three) cottahs 15 (fifteen) chattaks 33 (thirty three) Sq. ft. be the same a little more or less, at and being premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031.

5. By Deed of Sale dated 5th day of December, 1979 duly registered in the office of the District Sub-Registrar, Alipore, 24-Parganas vide Book No. I, Volume No. 156, Pages 63 to 72, Being No. 6544, for the year 1979 executed by and between the said Smt. Ushabati Mitra cited as the Vendor of the One Part therein and Sri. Jagadish Kumar Raha, (since deceased) son of Late Khagendra Nath Raha of 1/1, Dr. Kedar Banerjee Lane, P.S. Kasba, Kolkata-700031 cited as the Purchaser of the Other Part therein the said Smt. Ushabati Mitra at a reasonable consideration sold, transferred, conveyed and assigned **ALL THAT** piece and parcel of Niskar Brahmottar vacant land measuring an area of 2 (two) Cottahs 19 (nineteen) Sq. ft. be the same a little more or less in the Northern side of the said plot of land measuring 4 (four) Cottahs 38 (thirty eight) Sq. ft. lying and situated at and being part of Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031, particularly mentioned in the Second Schedule of the said Deed of Sale and also marked as **Plot 'A'** and depicted in red colour border in the map attached thereto unto and in favour of the said Jagadish Kumar Raha.

6. By another Deed of Sale dated 5th day of December, 1979 duly registered at the office of the District Sub-Registrar, Alipore, 24-Parganas vide Book No. I, Volume No. 135, Pages 238 to 249, Being No. 6543, for the year 1979 executed by and between the said Smt. Ushabati Mitra, then residing at 48 (Old No. 36), Tanupukur Road, P.S.- Kasba, Kolkata-700031 cited as the Vendor of the One Part therein and Sri. Manindra Nath

Sabitra Banerjee



Ghosh, son of Late Purna Chandra Ghosh of 38A, Maharaja Tagore Road, P.S. Kasba, Kolkata-700031 cited as the Purchaser of the Other Part therein the said Smt. Ushabati Mitra at a reasonable consideration sold, transferred conveyed and assigned **ALL THAT** piece and parcel of Niskar Brahmottar vacant land measuring an area of 2 (two) Cottahs 19 (nineteen) Sq. ft. be the same a little more or less in the Southern side of the said plot of land measuring 4 (four) Cottahs 38 (thirty eight) Sq.ft. lying and situated at and being part of Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031 particularly mentioned in the Second Schedule of the said Deed of Sale and also marked as **Plot 'B'** and depicted in Red colour border in the map attached thereto unto and in favour of the said Manindra Nath Ghosh.

7. While occupying, possessing and enjoying the said 2 (two) Cottahs 19 (nineteen) Sq. ft. land at and being Municipal Premises No. 21, Dr. Nagen Ghosh Lane, P.S. Kasba now Garfa, Kolkata- 700031 after mutating his name in the Assessment Register of the then Tollygunge Municipality, the said Sri. Manindra Nath Ghosh by a Deed of Sale dated 15th day of May, 1981 duly registered at District Sub-Registrar, Alipore, 24 Parganas vide Book No. I, Volume No.194, Pages from 270 to 280, Being No.5348 for the year 1981 sold, transferred, conveyed and assigned the said land measuring 2 (two) Cottahs 19 (nineteen) Sq. ft. be the same a little more or less at and being Municipal Premises No. 21, Dr. Nagen Ghosh Lane, P. S.- Kasba now Garfa, Kolkata-700031 unto and in favour of the said Sri Jagadish Kumar Raha.

8. Accordingly, the said Sri. Jagadish Kumar Raha became the absolute owner and possessor of the said two adjacent plots of land measuring 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less at and being Municipal Premises No. 21, Dr. Nagen Ghosh

Sabita Basak



Lane, P. S. Kasba now Garfa, Kolkata-700031 and duly mutated his name in the Assessment Register of the then Tollygunge Municipality vide Assessee No. 21-092-10-0043-1 in respect of the said land of 4 (four) Cottahs 38 (thirty eight) Sq. ft.

9. Subsequently, the said Jagadish Kumar Raha obtained a Building Plan vide No. 140 dated 17.6.1982 duly sanctioned by the City Architect's Department, Corporation of Calcutta for construction of a two storied building on the said plot of land measuring 4 (four) Cottahs 38 (thirty eight) Sq. ft. at and being Municipal Premises No. 21, Dr. Nagen Ghosh Lane, P. S. Kasba now Garfa, Kolkata-700031.

10. In accordance with the said Sanctioned Plan the said Jagadish Kumar Raha constructed the two storied building having a total covered area of 1422 Sq.ft. on the said plot of land.

11. While occupying and enjoying the said land with two storied building standing thereon uninterruptedly by exercising various acts of possession over the same on payment of the periodic rates and taxes thereof the said Jagadish Kumar Raha died intestate on 15.01.2010 leaving behind him surviving his two sons Sri. Anup Kumar Raha and Sri. Arup Kumar Raha and only married daughter namely Smt. Subha Chaudhuri as his legal heirs, heiress and successors and none else in respect of the said Land and Building. Hena Raha wife of the said Jagadish Kumar Raha, predeceased of Jagadish Kumar Raha.

12. Having obtained the said Land with Building from their deceased father by virtue of inheritance Sri. Anup Kumar Raha and Sri Arup Kumar Raha and Smt. Subha Chaudhuri duly mutated their names in the Assessment Records of the Kolkata Municipal Corporation and since then

Sabitra Basak

Sanjay Ghosh

the said Sri. Anup Kumar Raha and Sri. Arup Kumar Raha and Smt. Subha Chaudhuri had been occupying, possessing and enjoying the said Land and Building uninterruptedly on payment of the periodic rates and taxes to the concerned authority free from all sorts of encumbrances, charges, liens, attachment, etc. of whatsoever nature.

13. By a Deed of Conveyance dated 18th day of April, 2011, registered in the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, CD. Volume No. 6, Pages from 1979 to 1995, Being No. 02903 for the year 2011, the Vendors therein namely Smt. Subha Chaudhuri, Sri Anup Kumar Raha and Sri Arup Kumar Raha jointly sold, transferred, conveyed and assigned and assured **ALL THAT** piece and parcel of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less, particularly delineated in **RED** colour borders in the Plan annexed thereto with Two storied Building standing thereon having a covered area of 1422 Sq. ft. (711 sq. ft. in each floor) particularly delineated in **GREEN** colour borders in the Plan annexed thereto lying and situated at Mouza- Dhakuria, J. L. No. 18, Touzi No.230/233, Police Station- Kasba now Garfa, under Addl. District Sub-Registrar Office, Sealdah, District South 24 Parganas comprised in Dag No.681 appertaining to Khatian No.774, being known, numbered and distinguished as Municipal Premises No.21, Dr. Nagen Ghosh Lane, Kolkata-700031, within the local ambit of the Kolkata Municipal Corporation in Ward No.92, having Assessee No.21-092-10-0043-1 with all sorts of user and easement rights morefully described in the **FIRST SCHEDULE** herein unto and in favour of Dr. Debashis Adhikary (the Purchaser therein), absolutely and forever at or for the agreed consideration as mentioned herein, free from all encumbrances liens, charges, lispends whatsoever.

Salita Basak



- 14.** While enjoying the said property Dr. Debashis Adhikary mutated his name in the records of the Kolkata Municipal Corporation and other authority as required and had been paying all property tax rates thereon before the Kolkata Municipal Corporation from time to time.
- 15.** The said Dr. Debashis Adhikary, for his own purpose and other reasonable cause decided and offered to sell, transfer or convey his said property being **ALL THAT** piece and parcel of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less, particularly delineated in **RED** colour borders in the Plan annexed hereto with Two storied Building standing thereon having a covered area of 1422 Sq. ft. particularly delineated in **GREEN** colour borders in the Plan annexed hereto, lying and situated at Mouza- Dhakuria, J. L. No. 18, Touzi No. 230/233, Police Station- Kasba now Garfa, under Addl. District Sub-Registrar Office, Sealdah, District- South 24 Parganas comprised in Dag No.681 appertaining to Khatian No.774, being known, numbered and distinguished as Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031, within the local ambit of the Kolkata Municipal Corporation in Ward No.92, having Assessee No. 21-092-10-0043-1 with all sorts of user and easement rights, which is morefully and particularly described mentioned in the **FIRST SCHEDULE** hereunder written at or for the total price or consideration of **Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs) only** free from all encumbrances whatsoever.
- 16.** That the Land Owner/ Owner herein Smt Sabita Basak, knowing that offer approached Dr. Debashis Adhikary and upon prima facie inspection of the relevant documents and the property and also after threadbare discussion the Land Owner/ Owner herein had agreed to purchase the said property and the said Dr. Debashis Adhikary had agreed to sell, convey transfer grant and assign the said **FIRST**

Sabita Basak



SCHEDULED property at or for the total price or consideration as stated above, free from all encumbrances, litigation, charges and attachment whatsoever.

17. That the Land Owner/ Owner herein paid the total price or consideration money of **Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs) only** for the said Property and the previous Vendor/ Owner the said Dr. Debashis Adhikary upon receiving the said consideration money had agreed to sign, present, execute, register, admit the Deed of Conveyance to sell, convey, transfer, grant, assign and assure the **said Property/ Premises**

18. That by virtue of a Deed of Conveyance dated 10th May of 2024, registered in the office of the District Sub Registrar- III Alipore South 24 Parganas and recorded in Book No. I, Vol. No. 1603-2024, Pages from 192218 to 192245, Being No. 160307656 for the year 2024, the Land Owner/ Owner herein Smt Sabita Basak purchased **ALL THAT** piece and parcel of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less, particularly delineated in **RED** colour border in the Plan annexed thereto with Two storied Building standing thereon having a covered area of 1422 Sq. ft. particularly delineated in **GREEN** colour border in the Plan annexed thereto lying and situated at Mouza- Dhakuria, J. L. No. 18, Touzi No.230/233, Police Station- Kasba now Garfa, under Addl. District Sub-Registrar Office, Sealdah, District-South 24 Parganas comprised in Dag No.681 appertaining to Khatian No. 774, being known, numbered and distinguished as Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031 within the local ambit of the Kolkata Municipal Corporation in Ward No.92, having Assessee No.21-092-10-0043-1 together with all sorts of user and easement rights therein, which has been specifically described in the **FIRST SCHEDULE**

Sabita Basak

Sabita Basak

hereunder written, alongwith with all rights, title, interest, in respect of all structures, boundary, fencing, amenities, connections, messuages, tenements, hereditaments, appurtenances of the said Owner/ Vendor (Dr. Debashis Adhikary) with K.M.C water, lights, drainages, sewerages etc. with all easement and quasi-easement rights thereto, from the said Dr. Debashis Adhikary, free from all encumbrances, liens, lis-pendenses whatsoever absolutely and forever, at or for total consideration money mentioned in the said deed of conveyance dated 10/05/2024.

19. That the Land Owner /Owner herein thus seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less, with Two storied Building standing thereon having a covered area of 1422 Sq. ft. lying and situated at Mouza- Dhakuria, J. L. No. 18, Touzi No.230/233, Police Station- Kasba now Garfa, under Addl. District Sub-Registrar Office, Sealdah, District- South 24 Parganas comprised in Dag No.681 appertaining to Khatian No. 774, being known, numbered and distinguished as Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031 within the local ambit of the Kolkata Municipal Corporation in Ward No.92, having Assessee No.21-092-10-0043-1 together with all sorts of user and easement rights therein, which has been specifically described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **said Property/ said Premises**), alongwith with all rights, title, interest, in respect of all structures, boundary, fencing, amenities, connections, messuages, tenements, hereditaments, appurtenances of the said Owner/ Vendor (Dr. Debashis Adhikary) with K.M.C water, lights, drainages, sewerages etc. with all easement and quasi-easement rights thereto, and subsequently the Land Owner/ Owner herein mutated her name in the assessment record of the Kolkata Municipal Corporation in respect of the **said**

Salita Basak



Property/ said Premises and has been enjoying the said Property/ said Premises by paying all taxes thereon regularly.

20. That the Land Owner /Owner herein for the betterment of the said Premises decided to develop her said Property/ said Premises by way of constructing thereon a straight two storied building in accordance with building sanction Plan to be approved and sanctioned from the Kolkata Municipal Corporation subject of approval of additional floor if any, but due to her lack of technical know-how was in search of an eminent Developer to develop the said Property/ said Premises according to the terms and conditions which will be agreed with the Developer.

21. That the Developer herein named **M/S ARATI CONSTRUCTION** represented by it's sole proprietor **Sri Abhijit Ghosh**, was in search of new project and knowing the above offer of the Land Owner herein of the First Part, has approached the Land Owner/ Owner herein to appoint him as her sole Developer and after threadbare discussion among the parties herein, both Parties herein have agreed to sign, execute and to enter into this Development Agreement. The Developer herein has agreed to develop the said Premises as morefully described in the **FIRST SCHEDULE** hereunder written, by constructing thereon a new straight two storied building consisting of several residential flats/ floors and/ units/ spaces with necessary amenities and facilities thereon, as per permissible Sanction Plan of the Kolkata Municipal Corporation, at the cost and expenses, manpower of the Developer herein with all co-operation from the Land Owner/ Owner herein, on the terms and conditions mutually agreed and settled between them and written in this Development Agreement.

Sabita Basak



Unless in these presents there is something in the subject or context inconsistent with-

1. **"LAND OWNER / OWNER"** shall mean **SMT SABITA BASAK** and her legal heirs, successors, successor-in-interests, nominees, legal representatives, administrators, executors and assigns.
2. **"DEVELOPER"** shall mean **M/S. ARATI CONSTRUCTION**, a Proprietorship firm, having its office at 42A/6, R. N. Das Road, Police Station - Kasba now Garfa, Kolkata- 700031, being represented by its sole proprietor **SRI ABHIJIT GHOSH** and also include it's/his heirs, successors, successors-in-interest, legal representatives, executors, administrators and assigns.
3. **"PURCHASER/S"** shall mean,
 - a) In case of individual - his/her heirs, legal representative, successors, administrators, executors, successor-in-interest and assigns.
 - b) In case of company - its successors, successors in office and assigns.
 - c) In case of partnership firm - the present partners of the said firm and such other person or persons who may be taken in or admitted as partner(s) of the said firm and their respective heirs, legal representative, successors, administrators, executors, successor-in-interest and assigns.
 - d) In case of Hindu undivided family - the co-partners of the said HUF and their respective heirs, legal representatives, successors, administrators, executors, successor-in-interest and assigns.
 - e) In the event of more than two intending Purchasers - that in that event each of the intending Purchasers shall be entitled to an independent and distinct share or interest into or upon the said unit or flat/ space.

Sabita Basak



4. “**said LAND/ PROPERTY / PREMISES**” shall mean **ALL THAT** piece and parcel of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less particularly delineated in **RED** colour borders in the Plan annexed hereto with two storied Building standing thereon having a covered area of 1422 Sq. ft. (711 sq. ft. in each floor) particularly delineated in **GREEN** colour borders in the Plan annexed hereto lying and situated at Mouza- Dhakuria, J. L. No. 18, Touzi No.230/233, Police Station- Jadavpur then Kasba now Garfa, Addl. District Sub-Registrar Office, SealDAH, District South 24-Parganas comprised in Dag No.681 appertaining to Khatian No. 774, being known, numbered and distinguished as Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata- 700031 within the local ambit of the Kolkata Municipal Corporation in Ward No.92 having Assessee No. 21-092-10-0043-1 with all sorts of user and easement rights therein, with boundary wall, water, electricity connections over or under the said Premises, permanent/ temporary structures, fencing, easement, rights, title, Ownership, passages, trees, services, quasi-easement rights, privileges and appurtenances therein, which has been specifically described in the **FIRST SCHEDULE** hereunder written and upon which a proposed straight two storied building will be constructed by the Developer as per approved Sanctioned Building Plan of the Kolkata Municipal Corporation (K.M.C.), and as per terms and conditions of this Agreement.

5. “**Said PLAN**” shall mean the Building Plan/ Building Permit to be sanctioned by the Kolkata Municipal Corporation for construction of a brick built straight two storied Building with additional structure, on the said Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata-700031 within the local ambit of the Kolkata Municipal Corporation in Ward No.92, having Assessee No.21-092-10-0043-1, comprising of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less,

Sabitra Basak



with structure thereon be the same a little more or less, lying and situated at Mouza- Dhakuria, J. L. No. 18, comprised in Dag No. 681, appertaining to Khatian No. 774, Touzi No.230/233, Police Station- Kasba now Garfa, under Addl. District Sub-Registrar Office, Sealdah, District- South 24 Parganas.

6. **“Said BUILDING”** shall mean the proposed straight two storied building with additional floor of sanctioned by K.M.C. to be constructed on the said First Scheduled Property/ Premises mentioned herein, within the limits of the Kolkata Municipal Corporation, Ward No. 92, under the District 24 Parganas (s), consisting of several units or flats in the different floors of the said building, rooms / spaces with necessary additional spaces (electric meter room, water pump space, store etc.) within the purview of the Sanctioned Building Plan of the Kolkata Municipal Corporation and other local authority, by the Developer herein and shall include other common spaces intended for the buildings to be enjoyed by the flat owners/ occupants on such terms as may be agreed with them.

7. **“FLAT/ UNIT”** shall mean and include the proposed individual units / covered space or spaces on the Ground, First floor and on the topmost roof in the said Building to be constructed in accordance with the Sanctioned Building Plan of the Kolkata Municipal Corporation as per building Rules on the said **First Schedule** Premises/ Property and capable of being exclusively occupied for the residential or other purposes with all fittings and fixtures and amenities attached therein as per specification annexed herein.

8. **“SUPER BUILT UP AREA”** shall mean the covered area of the flat and proportionate share of common areas comprised in the said Building i.e. roof, lobby, stair room, chillecottah / mummy space, landings,

Sabitra Basak

Sabitra Basak

passages for ingress and egress except parking areas if any reserved thereon, underground and overhead water tank, toilet etc.

9. **"LAND OWNER'S / OWNER'S ALLOCATION"** - That subject to the terms and condition hereinafter provided the Land Owner's Allocation in the proposed straight two storied building will be the entire constructed floor/flat area of the **GROUND FLOOR** comprising of several individual Units/ Flats as per approved sanctioned building plan of the K.M.C .

Together with undivided proportionate share of land underneath the said building in the said Premises attributable to the respective floors/flats alongwith undivided impartible proportionate share of all common rights and interests in the common parts, stairs, portions, amenities, facilities etc. thereto with easement rights for ingress and egress thereto.

The said **"Land Owner's/ Owner's Allocation"** is morefully and particularly described in the **"SECOND SCHEDULE"** hereunder written.

However except the allocation as mentioned above, the said Land Owner and/ or her legal heirs, successors etc. shall not have any claim of any possession rights or extra benefits over the total constructed floor area of the said building from the Developer and or the other co-owners and shall be bound to sign, execute, present and register all deeds, agreements, letters, documents and declaration etc as and when required by the Developer and it's Purchaser/s to convey, sell and transfer the Developer's Allocation in the said Building.

Provided that the Developer shall in addition to the Owner's Allocation further pay **Rs.20,00,000/- (Rupees Twenty Lacs) only** to the Land Owner herein, as monetary allocation (which is non-refundable) on

Sabita Boraak



or before handing over possession of Land Owner's Allocation as described the **SECOND SCHEDULE** hereunder written

10. "DEVELOPER'S ALLOCATION" - That subject to the terms and condition hereinafter provided the Developer's Allocation in the new proposed straight two storied building will be the Entire constructed floor / flat area of the **FIRST FLOOR** comprising of several individual Units/ Flats as per approved sanctioned building plan of the K.M.C .

Together with undivided proportionate share of land underneath the said building in the said Premises attributable to the respective floors/ flats alongwith undivided impartible proportionate share of all common rights and interests in the common parts, stairs, portions, amenities, facilities etc. thereto with easement rights for ingress and egress thereto.

The said **"Developer's Allocation"** is morefully and particularly described in the **"THIRD SCHEDULE"** hereunder written.

HOWEVER- both the Land Owner/ Owner and the Developer herein, their purchaser/s shall be entitled to the undivided proportionate share of land in the said Premises/ Property attributable to their respective flats/ floors/ unit in the said proposed building alongwith undivided impartible proportionate share of common rights and interest in the common parts, portions, ways, passages, amenities, facilities, stairs from ground to roof, stair's landings, top most roof right/ terrace of the building etc. as described in the **"Fourth Schedule"** hereunder written and also the easement right of ingress and egress to their respective flats/ floors and the said building.

Salita Basak

Salita Basak

11. **"COMMON PARTS/ PORTIONS/ AREAS"** shall mean the areas, parts and equipment provided and/or reserved in the said land and/or in the said Building for common use and enjoyment of the occupiers/co-owners, purchasers of the various units/flats of the said building proposed to be constructed in accordance with the scheme, which are morefully described in the **"Fourth Schedule"** hereunder written.
12. **"COMMON EXPENSES AND MAINTENANCE"** shall mean the common expenses to be paid/ borne and or to be contributed by the intending Purchaser/s, Owners/ occupiers in respect of their respective units/flats in proportion to the area for rendition of common services and maintenance, which are morefully described in the **"Fifth Schedule"** hereunder written.
13. **"TECHNICAL SPECIFICATIONS"** shall mean the specifications of the construction and other materials for necessary fixture and fittings of the proposed building to be constructed on the said Land/ Premises and which is morefully and particularly described in **"ANNEXURE-A"** attached herein.
14. **"SINGULAR"** shall include plural and vice versa.
- And**
15. **"MASCULINE"** shall include feminine and vice versa.

NOW THIS AGREEMENT WITNESSETH THAT-

The Land Owner/Owner herein has already completed, recorded, updated the proper mutation of her property/ premises for making a good projects thereon, and have agreed to sign, execute, give all registered powers, gift, declarations, deeds and authorization for that purpose lawfully in favour

Sabitia Basak

Sabitia Basak

of the Developer herein as and when required and also consented the Developer herein to possess, occupy, sell, convey, transfer their (Developer's) share of allocations in the proposed building, to realize their fund/ remuneration/ investment in the proposed project/ building, to be constructed by the Developer herein, on the Land Owner's/ Owner's said Land/ Property/ Premises.

At or before execution of this Development Agreement the said Land Owner/ Owner herein has represented and assured the said Developer as follows:-

- ❖ That the said Land Owner/ Owner herein has full and absolute authority and there is no legal bar or otherwise to enter into this Agreement and they are the absolute joint Owners in respect of said First Scheduled Premises.
- ❖ That there are no extra land in the said Premises and or the boundary Line of the Premises does not encroach any passages/ road/ drains etc .
- ❖ That except the Land Owner/ Owner herein, there is nobody else who has got any right, title, interest claim or demand of any nature whatsoever and/or howsoever over the said premises or any part thereof if any claim raised from the third party it will be settled and adjusted from the Land Owner's part.
- ❖ That no notice of acquisition and/or requisition or summons of any case of proceedings either of Civil or of Criminal nature has/have yet been received or pending in the respective Court/s or elsewhere in respect of the said Premises or any part thereof.
- ❖ That the Land Owner undertakes that the said Premises/ Property is free from all encumbrances, mortgages, charges, liens, impendence, claims, demands, liabilities, acquisitions, requisitions, alignment and

Salita Borek



trusts whatsoever, and/or other nature of attachments whatsoever and/or howsoever till date.

- ❖ That any claims from the any subsequent legal heirs of the said Premises shall be adjusted from the Land Owner part of Allocation
- ❖ That the Land Owner/ Owner did not deposit the title deeds and documents in respect of the said property with any person or party with an intention to create equitable mortgage or/ as security for performance of any at or payments of any money or otherwise.
- ❖ That the Land Owner/ Owner shall hand over all the copies of all original Deeds, Documents, Plans for the Title of the said Premises to the Developer on execution of this Development Agreement.
- ❖ That the Land Owner/ Owner and her legal heirs successors in her absence shall bear and perform her/their all obligations from their part as per terms of this Agreement, during and after construction without claiming any cost or expenses from the Developer and from the Purchaser/s of the flats/ spaces etc. under Developer's Allocation in the said proposed building.

TERMS AND CONDITIONS FOR DEVELOPMENT AND CONSTRUCTION OF THE PROPOSED BUILDING AS AGREED BETWEEN THE LAND OWNER/ OWNER AND THE DEVELOPER HEREIN, ARE AS FOLLOWING-

(1) CONSTRUCTION, COMPLETION AND POSSESSION OF RESPECTIVE ALLOCATIONS-

1a. The time for completion of Development work will be 24 (Twenty four) months from the date of obtaining Sanction of Building Plan from the Kolkata Municipal Corporation. That the said building plan must be submitted before the K.M.C. within three months from the date of

Sabitra Basak



specifications annexed herein, subject to the terms and conditions of this agreement or if any altered mutually.

1f. Without prejudice to the Land Owner's interest in respect of their allocation in the proposed building the entire Developer's Allocation shall be transferred by registered Deed (s)/ Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer herein, after handing over the Land Owner's complete habitable allocations as stated herein.

Provided that the Developer shall have all rights to enter into the "Agreement for Sale" in respect of their Allocations in the proposed building with the intending buyer/s or Purchaser/s without affecting Land Owner's Allocation, during and after the period of construction at Developer's own choice.

1g. That the developer further undertakes to engage a competent or qualified Architect, Engineer, Supervisor, Surveyor, labour, contractor, carpenter, masons, guards, plumber, electrician and such other person or persons for the purpose of construction, supervise and protection of the proposed building and shall pay or bear their remunerations/ fees, wages, salaries, etc. properly and shall keep the Land Owner herein harmless and indemnified against all such party's claims.

1h. The Land Owner shall for the above purposes and other purposes related thereto hereby agree and undertake to sign, execute and all letters, papers, receipts, forms, registered documents, applications, irrevocable registered Development Power of Attorney, General Power of Attorney for Sanction, supplementary agreement, affidavit, declaration, plans, revised plan from time to time as the developer may require on such account for the purpose of construction and/or to deal with the

Salita Basak



developer's allocated portion in the said building after proper verification of the same and the Land owner further agrees and undertakes to appear before all Municipal authorities, statutory bodies, and/or any other court or Government office or offices, District Registrar, Sub-Registrar to for obtaining the sanctioned building plan or for execution and registration of any valid Deed of Conveyance/ Conveyances in favour of the nominee or prospective purchasers of the developer's allocated portion in the proposed building without any consideration money whatsoever and the said Power of Attorney shall not be revoked till completion of sale and registration of Developer's allocation in the proposed building.

1i. That the time for completion of Development work will be 24 (twenty four) months from the date of Sanction of Building Plan of the Kolkata Municipal Corporation and the Developer shall hand over the possession of the Land Owner's allocations of the said building to the Owners within the aforesaid 24 (twenty four) months, subject to the terms and conditions stated herein, from the date of sanction of the Building Plan from the Kolkata Municipal Corporation and the Completion Certificate will be obtained by the Developer within reasonable time.

Provided that if the Developer herein fails to complete the construction and or fails to hand over Land Owner's Allocations within 24 months, the Developer shall bear Rs.10,000/- (Rupees ten thousand) per month only as penalty till completion of the Building and/ handing over Land owner's Allocation therein.

1j. The Certificates of the Architect/LBS as well as Completion Certificate from the Architect /LBS for the time being in respect of the said building, regarding completion of the said building and the quality, shall be final and binding on the parties herein and the copy of the same shall be delivered to the Land Owner also.

Sabitra Basak



1k. The decision of the Architects regarding the quality of materials used shall be final. The Flat/ Unit shall for all purposes be deemed to be completed as far as the said Flat/ Unit is internally completed with the fixtures and fittings affixed thereto as mentioned in the “**Annexure- A**” hereto.

1l. The Building shall be deemed to have been completed as and when the same is made fit for habitation in the view of the project Engineer/ Architect.

1m. Immediately after the said Building is complete, ready and fit for habitation (and in this regard the decision of the Architect and the Developer for the time being shall be final and binding) the Developer shall serve a notice on the Land Owner herein for taking possession and within 7 days from the date of such issuing such notice (hereinafter called THE DATE OF POSSESSION) the Land Owner herein shall be deemed to have taken physical possession of their respective Unit/ Flat/spaces under their allocation.

1n. That after handing over the Land Owner's allocation as per terms of this agreement in the said proposed building at the said premises, the Land Owner herein shall be exclusively responsible for payment of all Municipal and property taxes, duties, dues and other statutory outgoings and impositions whatsoever payable in respect of the Land Owner's allocation and equally the Developer/ it's purchaser's also shall be exclusively responsible for payment of all the tax/ rates payable in respect of the Developer's Allocation only in the proposed building.

(2) ACCESS FOR LAND OWNERS TO THE SITE-

The Land Owner/ Owner herein and / or her representatives shall at all reasonable times be entitled to visit personally or by their representatives,

Salita Basak



the construction work and the Owner's allocation's flats/ units therein in presence of the Developer herein for their convenience but they should not interfere with the construction work unless owner's interest is prejudiced. In case of any irregularity found, it should be brought into the knowledge of the Developer.

(3) DEMOLITION OF OLD STRUCTURE AND SHIFTING OF LAND

OWNERS-

3a. That the Developer shall have no responsibility for shifting of Land Owner/ Owner herein.

3b. It is further agreed and understood by and between the parties herein that the Developer shall at his cost demolish the old structure after getting possession of the said Premises/ Property from the Land Owner and shall be entitled to the entire sale proceeds of the scrap of building materials and debris of the existing dwelling house which will be adjusted with all previous arrear tax, Mutation cost etc paid by the Developer for getting Sanction of the Building Plan. The Land owner shall not claim therefrom and shall not bear any costs for demolition of the existing building.

(4) PARTY'S RIGHTS AND OBLIGATIONS-

4a. That alongwith her allocation the Land Owner herein and Developer or their Purchaser/s shall be entitled to the undivided share of land in the said Premises in respect of their respective share of residential flat area/ unit/ space in the said proposed building alongwith undivided proportionate and impartible share of all common parts, portions, ways, passages, amenities, facilities, stairs from ground to roof, stair's landings, top most roof right/ terrace of the building etc. (described in the "**Fourth**

Sabitia Basak



Schedule" hereinafter written) and also the easement right of ingress and egress to their respective floors and the said building.

4b. The Land Owner covenant that, if any litigation arise in respect the Land Owner's title in respect of the said Property/ Premises during or after construction, in that event the Land Owner shall be bound to clear the right, title, interest of the property at their cost with all the co-operation of the Developer, but there will be no such time limit. Moreover the Developer will not claim, demand, whatsoever until disposal of the said litigation by the Court of Law.

4c. That the Land Owner herein covenants that, after receiving her allocation's flats/ units as stated in the "**Second Schedule**", shall be bound to sign, execute and present all necessary agreements, deeds, documents, indenture of conveyance, in respect of Developer's Allocated portions at the request of the Developer herein, in favour of the intending purchaser and/or their nominated persons or purchasers for Developer's allocation, as and when required lawfully. **Provided that** if construction of any additional Flat over the roof of the First Floor is allowed and approved by the K.M.C. building authority lawfully the Developer and the Land Owner shall jointly sell and transfer the said Flat or Unit to the intending buyer and the sale proceeds of the said Second Floor flat shall be taken by the Land Owner/ Owner and the Developer herein in 50:50 share.

4d. That the Developer undertakes to construct the Building as per sanction building plan of the Kolkata Municipal Corporation and to pay any damages, penalties and/or compounding fees payable to the authority if imposed during construction.

Sabit Basak



4e. The Developer herein shall not be considered to be liable for any obligation hereunder given to the extent of it's/ his performance of relative obligations herein being prevented by the existence of force-majeure (earthquake, riot, war, storm, tempest, civil commotion, which may beyond the control of any of the parties) which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force-majeure.

4f. From the date of possession, the Land Owner/ incoming Flat owners and other occupiers of the new building shall be liable to and agree to pay and contribute the proportionate share of municipal rates, multistoried building tax and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of their respective Flat/ unit/ space and shall pay proportionately for the whole building and premises regularly and punctually and also shall be bound by the restrictions to be imposed for the welfare of all co-owners of the building.

4g. That the Developers shall have all rights to call for or advertise their allocations flats/ spaces/ units etc for intending purchaser/s and to accept booking money from them in respect of Developer's Allocation in the new building and shall publish and release advertisement in different media and also shall install display board, glossing in the said project site for the said purpose.

(5). RESTRICTIONS AND OTHER OBLIGATIONS OF PARTIES-

5a) The Developer hereby agrees with the Land Owner herein as follows:

- i)** Not to part with the possession and/or deliver physical possession of the Developer's Allocation or any portion thereof unless possession of

Salita Basak



the Owner's Allocation is delivered to the Land Owner/ Owner herein, provided however it will not prevent the Developer from entering into any agreement for sale, registered or unregistered, to deal with the Developer's Allocation in the proposed building.

- ii) Not to do any act, deed or thing whereby the Land Owner herein is prevented from enjoying, selling, assigning and/or disposing of and of the Owner's Allocation in the building at the said premises before and after getting possession thereof.
- iii) To keep the Land Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's Actions with regard to the development of the said Building.
- iv) To erect, construct and complete the said Building according to the Specifications more fully and particularly described in the **Annexure-A** hereunder written, together with proper sanitary and electrical wearing installations except light, fan fittings.
- v) The Developer shall pay all the tax, electricity bill during the Development of the said Land/ premises from the date of execution of this Agreement till handing over of possession of Owner's allocation.

5b) The Land Owner / Owner hereby agrees and covenants -

- i) Not to cause any interference or hindrance in the construction of the said Building at the said premises except they found that Developer is not maintaining proper specification or they are deviating from the sanction Plan/ Scheme.
- ii) Not to obstruct, demand and claim any extra area under Developer's Allocation and common spaces in the proposed building.
- iii) Not to claim all papers and documents of the building until transfer and sell of entire complete Developer's Allocation and formation of Association for common purpose.

Salita Basak



- iv)** Not to let out, grant, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.
- v)** To make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at her own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims and or to the said Property including all claims by way of sale, exchange, mortgages, gifts, trusts, possession and or otherwise.
- vi)** To keep the Developer indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Owner's Actions with regard to the title and development of the said Building.
- vii)** To pay the charges for installation of the separate electric meter in their name as per C.E.S.C rules.

(6). ASSIGNMENT AND SUB-LETING -

6a. The Developer shall not without the written consent of the Owners assigns this Agreement and project to any other Developer during the validity of this Agreement.

6b. The Owners shall not without the written consent of the Contractor/ Developer assigns this Agreement to any other Contractor / Developer.

(7). DOCUMENTATION & PROFESSIONAL CHARGES-

7a. Mr. Anirban Khastagir, Advocate, High Court, Calcutta having his chamber at 3/46, Bijoygarh, Kolkata- 700032, is acting as Advocate for this instant project and drafted this Agreement as per instructions and documents supplied by the parties herein and may draw all papers

Salita Basak



documents and drafts required for and /or in connection with the various common purposes relating to the instant project and formation of the Association or Co-operative Society as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said Advocate be determined to be reasonable and the cost and expenses of the same shall be borne and paid by the Intending Purchaser/s and occupiers in the new building proportionately and if it is relating to the Intending Purchaser's flat then wholly. The Intending Purchaser despite its obligations to pay the remuneration and fees to the said Advocate shall have liberty to consult with any other lawyer/ advocate for any independent advice.

7b. All stamps registration charges and incidental expenses for and/or in relation to conveyance of their respective flat/s in the said building and Premises and for obtaining approval and consents necessary for such transfer and also any other deeds required to be made for or in relation thereto, shall be borne and paid by the Intending Purchaser/s.

(8). NOTICE-

All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

(9). ARBITRATION -

All disputes and differences between the parties hereto regarding the construction in interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be first referred to the arbitration of the person/s to be nominated

Saleeta Basak



by the parties herein as arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act (as amended upto date) or any statutory enactment or modification thereunder.

(10). JURISDICTION-

That the Courts of Calcutta shall have the jurisdiction to entertain all actions, suits and proceedings arising of the Agreement.

FIRST SCHEDULE ABOVE REFERRED TO-
(Description of the said Property/Premises)

ALL THAT piece and parcel of land measuring an area of 4 (four) Cottahs 38 (thirty eight) Sq. ft. be the same a little more or less particularly delineated in **RED** colour borders in the Plan annexed hereto with Two storied Building standing thereon having a covered area of 1422 Sq. ft. (711 sq. ft. in each floor) particularly delineated in **GREEN** colour borders in the Plan annexed hereto lying and situated at Mouza- Dhakuria, J. L. No. 18, Touzi No.230/233, Police Station- Jadavpur then Kasba now Garfa, Addl. District Sub-Registrar Office, Sealdah, District South 24-Parganas comprised in Dag No.681 appertaining to Khatian No. 774, being known, numbered and distinguished as Municipal Premises No. 21, Dr. Nagen Ghosh Lane, Kolkata- 700031 within the local ambit of the Kolkata Municipal Corporation in Ward No.92 having Assessee No. 21-092-10-0043-1 with all sorts of user and easement rights being butted and bounded as follows:-

ON THE NORTH : Premises No. 22, Dr. Nagen Ghosh Lane, Kolkata-700031

ON THE SOUTH : Premises No. 21/1 and 21/2, Dr. Nagen Ghosh Lane, Kolkata-700 031.

Sabita Basak

Sabita Ghosh

ON THE EAST :

Premises No. 9A, Ganesh Banerjee Lane, Kolkata-700031.

ON THE WEST :

8' feet-9" inch wide K.M.C Road (Previously 6' Ft).

The Site Plan of the said Property / said Premises showing the Land with Structure thereon is attached herein and marked with Colour **RED** and **GREEN**.

THE SECOND SCHEDULE ABOVE REFERRED TO:-**(Land Owner's/ Owner's Allocation)**

That subject to the terms and condition hereinafter provided the Land Owner's Allocation in the proposed straight two storied building will be the entire constructed floor/flat area of the **GROUND FLOOR** comprising of several individual Units/ Flats as per approved sanctioned building plan of the K.M.C.

Together with undivided proportionate share of land underneath the said building in the said Premises attributable to the respective floors/flats alongwith undivided impartible proportionate share of all common rights and interests in the common parts, stairs, portions, amenities, facilities etc. thereto with easement rights for ingress and egress thereto.

Provided that the Developer shall in addition to the Owner's Allocation further pay **Rs.20,00,000/- (Rupees Twenty Lacs) only** to the Land Owner herein, as monetary allocation (which is non-refundable) on or before handing over possession of Land Owner's Allocation as described the **SECOND SCHEDULE** hereinabove written

Sabitra Basak

Sabitra Basak

THE THIRD SCHEDULE ABOVE REFERRED TO:-

(Developer's Allocation)

That subject to the terms and condition hereinafter provided the Developer's Allocation in the new proposed straight two storied building will be the Entire constructed floor / flat area of the **FIRST FLOOR** comprising of several individual Units/ Flats as per approved sanctioned building plan of the K.M.C.

Together with undivided proportionate share of land underneath the said building in the said Premises attributable to the respective floors/flats alongwith undivided impartible proportionate share of all common rights and interests in the common parts, stairs, portions, amenities, facilities etc. thereto with easement rights for ingress and egress thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO:-

(Common Parts, Portions and Areas of the proposed building)

a) Installations in the said Building. **b)** Main entrance gate and exits of premises and building. **c)** Corridors. **d)** Staircases from ground to topmost roof **e)** stairs Landings. **f)** Common Passages. **g)** Common Ways. **h)** Service area, Common Sewerage and drainage system. **i)** Water Pump and pump space and switch. **j)** Boundary walls. **k)** Overhead and Underground Reservoir. **l)** Common electrical wiring, installations and Electric Meter room/space. **m)** Common water distribution pipe lines outside the building from underground reservoir to overhead tank. **n)** Septic tank inside premises and Sewerage pipe lines from building to municipality duct. (There will be no Lift in the building)

and other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said Building as are necessary for passage to or use and occupancy of the said building's flat owners for

Sabit Barak

Seal of the

their respective Flats/ Units/ Spaces and as will be specified by the Developer expressly to be common parts after construction of the said Building and including the topmost roof and or terrace of the building.

However all decisions regarding maintenance and services of common parts and portions shall be taken in presence of all co-owners/ flat owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO: -

(Common expenses to be paid proportionately by all flat owners)

1. All costs of maintenance, operations, repairs, replacement services and white washing, painting, rebuilding, re-constructing, decorating, redecorating of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security guard, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.
3. Expenses for Insurance premium for insuring the building and every part thereof against earthquake, damages, fire lightening, mob violence, civil commotion, etc. if insured.
4. Municipal and other rates and taxes and levies and all other outgoings. Save those, which would be separately assessed and/or incurred in respect of any unit/ space/flat.
5. Electricity expenses for lighting all the common parts outer walls of the building, ground space and for operation of all the common areas.

Sabiton Bank



ANNEXURE-A

TECHNICAL SPECIFICATION OF THE BUILDING

FOUNDATION BEDDING : R.C.C (1:1.5:3) on 3" thick B.F.S.

BRICK WALL : All exterior brick work shall be 8" / 10" thick with bricks of standard quality. All partitions shall be 3" thick with bricks of standard quality.

FLOOR BEDDING

P.C.C (1:3:6) floor bedding 4" thick (average) over 3" thick soling in ground floor.

Floor finish, Skirting, Dado etc: Vitrified Floor tiles (600mm X 600mm) to all floor 4" height skirting to all rooms 6'-0" wall tiles in the Bath and privy and 2'-6" height wall tiles above cooking platform, Kitchen floor with non-skid floor tiles and floor of toilet, W.C also shall be finished by non-skid floor tiles.

PLASTER

Outside of the Building will have sand cement Plaster (1:6) $\frac{3}{4}$ " thick (average) whereas the inside and the ceiling plaster will be $\frac{1}{2}$ " thick (average) in (1:5).

DOOR & WINDOWS

Main Entrance Door

(a) Flush Door with both side decorative micka finish/ Sunmicka (b) Wooden doorframe (c) Aluminum tower bolt from inside, (d) Hash lock (e) Electrical doorbell point. (f) Door stopper with buffer & Collapsible gate in front of owner's Flat.

Other Doors

(a) Commercial flush door. (b) Wooden doorframe. (c) P.V.C. door with P.V.C. frame for Toilet and WC. (d) Aluminum tower bolt from inside. (e) Doors stopper, buffer.

Salita Basak

Civil Engg

Windows

(a) Aluminium sliding window with integrated MS guard grill inside as per design of Architect. b) All windows shall have translucent glass (3mm).

WHITEWASH & COLOUR WASH

The Building shall be painted externally with snowcem/ colourcem. The inside of the flat shall be white 'plaster of paris' finish on the plaster surface.

TOILET & KITCHEN :

1. Bath/Toilet

In Each Toilet- One Indian type white commode and one white plastic cistern.

In main toilet Geyser point, one shower, Concealed plumbing line with the P.V.C (Supreme make) & outside Building pipes are made of PVC (Supreme make), One white washbasin, Two taps.

W.C. - Indian type white commode and white plastic cistern, One tap.

Kitchen - One kitchen Sink (steel), One tap above cistern for outgoing water, Granite stone slab.

STAIR - CASE

1. Staircase space will be provided with steel window for light and ventilation as per design. Marble flooring steps.
2. Wooden Box space for installations all C.E.S.C electric meters and water pump under ground floor stairs.

ROOF

1. Roof treatment as per Architect's Choice.
2. 3' feet height parapet wall be provided all around the roof.

Salita Basak

Sanil Ghosh

ELECTRICAL INSTALLATION (excluding fan, lamp and light fittings etc):

All electrical line will Finolex/ Havells copper wires and all switch will be Anchor.

a) **Each Bed Room**

Bracket light point, one fan point, one plug point, one tube light point , fuse points.

b) **Living/ Dining**

2 light points, 2 fan points, 1 plug point, 1 power points- 15 Amp./ Phone point and one cable point.

c) **Kitchen** - 1 light point, 1 exhaust fan point- 5 Amp, 1 power point- 15 Amp.

d) **W.C.** - 1 light point- 5 Amp, 1 exhaust fan point.

e) **Each Balcony** : 1 light point.

f) **Toilet** : 1 light point, one Geyser point , 1 exhaust fan point.

In main Bed Room one AC plug point.

g) Water Pump operating Switch on every floors stairs landings.

All wiring will be as per existing C.E.S.C. regulations.

WATER SUPPLY:

One R.C.C./PVC Overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical water pump with motor will be installed at suitable area under stair case as per instruction of the Architect to flow the K.M.C. water from the underground reservoir to overhead water reservoir/ tank.

✓

Compound:

M.S Grill Gate as per approved design of the Architect and painted both sides.

Sabitia Basak 

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the Day, Month and Year first above written.

Signed, Sealed and Delivered by the **Land Owner / Owner** and the **Developer** above-named at Kolkata in the presence of :

Witnesses-

1.

Manmukta Basak,
33 Tamrapuray Road,
Shaktinagar Kal 31

Sabita Basak

Signature of Land Owner/ Owner

2. *Jyotika Mondal*
Alipore Judges Court,
Kol-27.

For ARATI CONSTRUCTION

Arati Mondal
Proprietor

Signature of the Developer

Drafted & prepared as per instructions of the parties -

Anirban Khastagir

Anirban Khastagir

Advocate,

High Court, Calcutta

Alipore Judges Court,

Ph- 9830849383

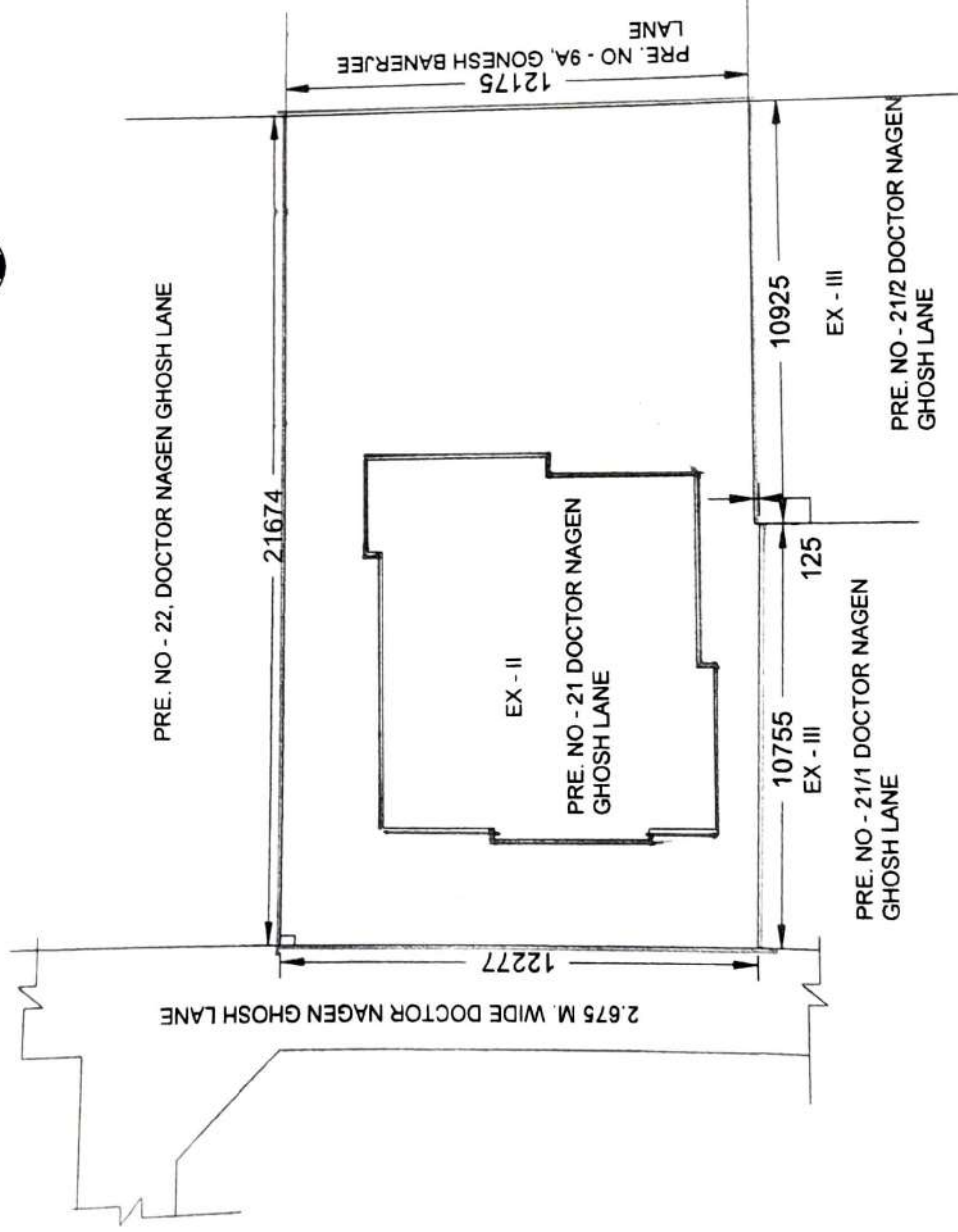
Enrol. No. WB-504/2002

✓

SITE PLAN SHOWING LAND WITH TWO STORED BUILDING AT MOUZA - DHAKURIA,
J.L. NO - 18, TOUZI NO - 230/233, COMPRISED IN PORTION OF C.S. DAG NO - 681,
KHATIAN NO - 774, UNDER KOLKATA MUNICIPAL CORPORATION PREMISES NO - 21,
DOCTOR NAGEN GHOSH LANE IN WARD NO - 092, BOROUGH - X, P.S. KASBA NOW
GARFA, KOLKATA - 700031, DIST. - SOUTH 24-PARGANAS.
ALL DIMENSIONS ARE IN MILLIMETRE
SCALE - 1:200

AREA OF PLOT OF LAND = 04K-00CH - 38 Sft
COVERED AREA OF BUILDING = 1422 Sft

AREA SHOWN BY RED BORDER (INCLUDING STRUCTURE AND LAND)



Sabitra Basak
SIGNATURE OF OWNER

Civil
SIGNATURE OF DEVELOPER

SPECIMEN FORM FOR TEN FINGERPRINTS



SAT. BAK

Signature

Left Hand

Little finger	Ring finger	Middle finger	Fore finger	Thumb
Thumb	Fore finger	Middle Finger	Ring finger	Little finger

Right Hand

Left Hand

Little finger	Ring finger	Middle finger	Fore finger	Thumb
Thumb	Fore finger	Middle Finger	Ring finger	Little finger

Right Hand



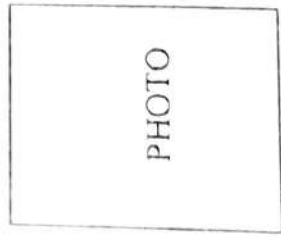
Carl J. H. K.

Signature

Left Hand

Little finger	Ring finger	Middle finger	Fore finger	Thumb
Thumb	Fore finger	Middle Finger	Ring finger	Little finger

Right Hand



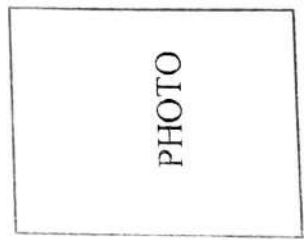
PHOTO

Signature

Left Hand

Little finger	Ring finger	Middle finger	Fore finger	Thumb
Thumb	Fore finger	Middle Finger	Ring finger	Little finger

Right Hand



PHOTO

Signature

Major Information of the Deed

Deed No :	I-1603-19756/2024	Date of Registration	27/11/2024
Query No / Year	1603-2002989309/2024	Office where deed is registered	
Query Date	25/11/2024 7:40:21 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	JAYANTA MONDAL Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7980417310, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Stampduty Paid(SD)	Rs. 1,30,64,859/-		
Rs. 20,020/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 53/- (Article:E, E) Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

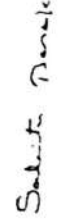
District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. Nagen Ghosh Lane, , Premises No: 21, , Ward No: 092 Pin Code : 700031

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	4 Katha 38 Sq Ft		1,21,58,335/-	Width of Approach Road: 9 Ft.,
Grand Total :				6.6871Dec	0 /-	121,58,335 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1422 Sq Ft.	0/-	9,06,524/-	Structure Type: Structure
Gr. Floor, Area of floor : 711 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 711 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1422 sq ft	0 /-	9,06,524 /-	

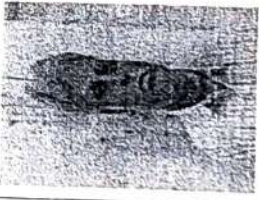
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Sabita Basak Wife of Mr Manindra Basak Executed by: Self, Date of Execution: 27/11/2024 , Admitted by: Self, Date of Admission: 27/11/2024 ,Place : Office		 Captured	
	33,Tanupukur Road, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.: AExxxxx1F, Aadhaar No: 53xxxxxxxx2840, Status :Individual, Executed by: Self, Date of Execution: 27/11/2024 , Admitted by: Self, Date of Admission: 27/11/2024 ,Place : Office			27/11/2024

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature	
1	MS ARATI CONSTRUCTION 42A/6,R.N.Das Road, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Date of Incorporation:XX-XX-1XX0 , PAN No.: AHxxxxx2E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Abhijit Ghosh (Presentant) Son of Late Achyuta Kumar Ghosh Date of Execution - 27/11/2024 , Admitted by: Self, Date of Admission: 27/11/2024, Place of Admission of Execution: Office		 Captured	
	42A/6,R.N.Das 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-1XX0 , PAN No.: AHxxxxx2E, Aadhaar No: 24xxxxxxxx9157 Status : Representative, Representative of : MS ARATI CONSTRUCTION (as Sole proprietor)			27/11/2024

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Jayanta Mondal Son of Late Sanat Kumar Mondal Alipore Judges Court, City - P.O.- Alipore, P.S.-Alipore, District-South 24- Parganas, West Bengal, India, PIN:- 700027		 Captured	
Identifier Of Mrs Sabita Basak, Mr Abhijit Ghosh			

Transfer of property for L1	
Sl.No	From
1	Mrs Sabita Basak
Transfer of property for S1	
Sl.No	From
1	Mrs Sabita Basak
	To. with area (Name-Area)
	MS ARATI CONSTRUCTION-6.68708 Dec
	To. with area (Name-Area)
	MS ARATI CONSTRUCTION-1422.000000000 Sq Ft

Endorsement For Deed Number : I - 160319756 / 2024

On 27-11-2024

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 12:46 hrs on 27-11-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Abhijit Ghosh.

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 1,30,64,859/-.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)
Execution is admitted on 27/11/2024 by Mrs Sabita Basak, Wife of Mr Manindra Basak, 33,Tanupukur Road, P.O: Dhakuria, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Business

Indetified by Mr Jayanta Mondal, . . . Son of Late Sanat Kumar Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 27-11-2024 by Mr Abhijit Ghosh, Sole proprietor, MS ARATI CONSTRUCTION (Sole Proprietorship), 42A/6,R.N.Das Road, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Mr Jayanta Mondal, . . . Son of Late Sanat Kumar Mondal, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2024 8:12PM with Govt. Ref. No: 192024250291224128 on 26-11-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 9772342348619 on 26-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3217, Amount: Rs.100.00/-, Date of Purchase: 22/11/2024, Vendor name: B K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2024 8:12PM with Govt. Ref. No: 192024250291224128 on 26-11-2024, Amount Rs: 19,920/-, Bank: SBI EPay (SBlePay), Ref. No. 9772342348619 on 26-11-2024, Head of Account 0030-02-103-003-02

Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 525484 to 525528
being No 160319756 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.12.05 15:11:26 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 05/12/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.