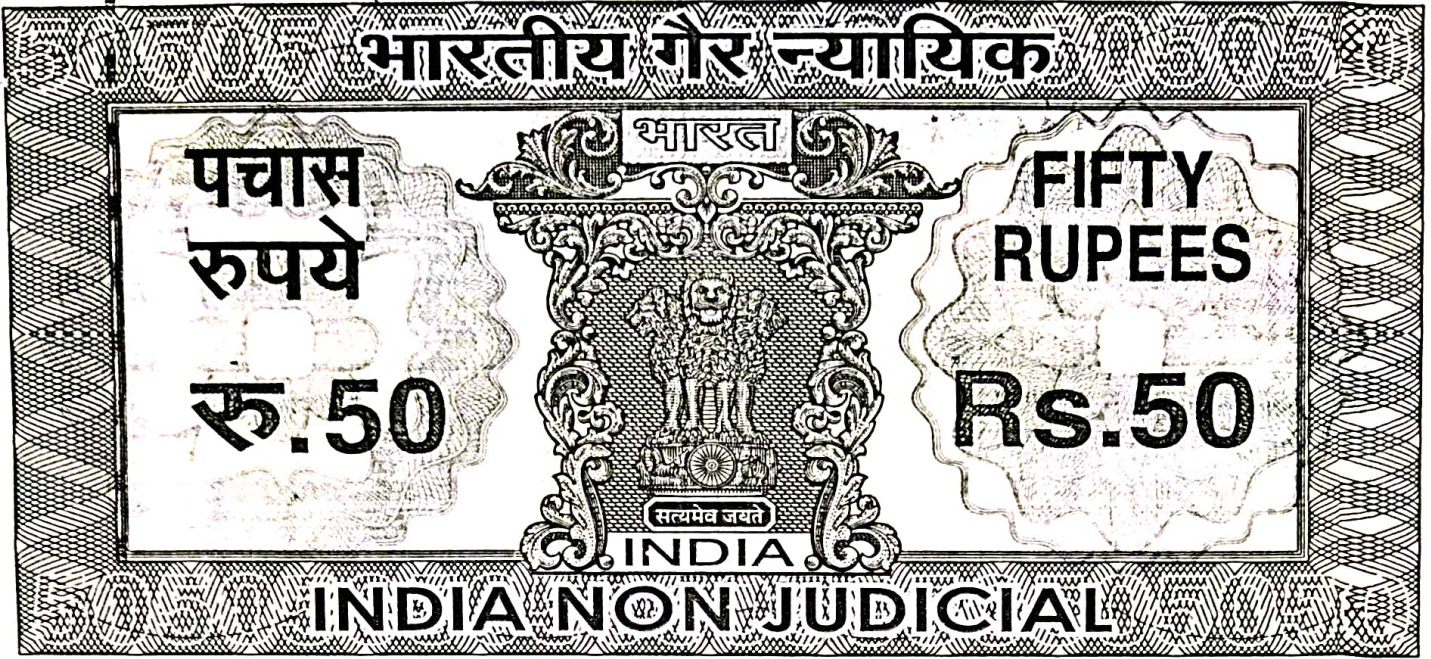


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Certified true and correct copy as per the original to be submitted to the Registrar, Alipore, South 24-parganas.

*[Signature]*  
District Sub-Registrar,  
Alipore, South 24-parganas

15 FEB 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 15th day of February, Two Thousand Twenty Three (2023), BETWEEN

Contd.....2

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**SMT. DEBJANI GHOSH, (PAN – AUVPG7376E), AADHAAR NO. 3173 6318 4128**, wife of Sri Mukul Kumar Ghosh, by faith-Hindu, by occupation- Housewife, by Nationality – Indian, residing at 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, West Bengal, hereinafter referred to and called the '**OWNER**' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, successors, executors, administrators, representatives, agents and assigns) of the **FIRST PARTY**.

**AND**

**POINTAC DECOR**, a proprietorship concern having its registered office at 4/35A, Sahid Nagar, P.O. Dhakuria, P.S. Formerly Kasba now Garfa, Kolkata – 700 031, in the District of South 24-Parganas, represented by its sole proprietor namely **SRI NILABJA DUTTA, (PAN-AFYPD4934R), AADHAAR NO. 5013 4127 6217**, son of Late Narayan Chandra Dutta, by Caste- Hindu, by Nationality – Indian, by occupation – Business, residing at 4/35A, Sahid Nagar, Dhakuria, P.O. Dhakuria, P.S. Formerly Kasba now Garfa, Kolkata – 700 031, in the District of South 24-Parganas, hereinafter called the "**DEVELOPER**" (which expression or terms unless repugnant to the context shall be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PARTY**.

**WHEREAS** one **Sri Sanat Kumar Ghosh, son of Janaki Nath Ghosh** of then 9A, Sarat Ghosh Garden Road, P.S. Kasba, Kolkata- 700 031, District – 24 Parganas, was the absolute owner of Bastu land measuring about land measuring about **13 Cottahs 0 Chittack 0 Sq.ft.** together with **R.T. Shed** structure cemented floor measuring **914 Sq.ft.** and **2 storied** building out of which on the Ground Floor Pucca structure measuring **824 Sq.ft.** and on the First Floor Pucca structure measuring **711 Sq.ft.** standing thereon, within the District- South 24 Parganas, Mouza - Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at K.M.C. Premises No. **9A, Sarat Ghosh Garden Road**, being mailing address 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, Assessee No. 21-091-16-0011-0, together with the right of easement over the 41' feet wide Road Southern side and 12 ft. wide Common Passage Western side, by virtue of a Deed of Partition dated 18.01.1983, made between **Sri Sanat Kumar Ghosh, son of Janaki Nath Ghosh and Sri Mohit Kumar Ghosh, son of Janaki Nath Ghosh**, the said Deed of Partition was registered in the office of the District Sub-Registrar, Alipore 24 Parganas and recorded in Book No. I, Volume No. 30, Pages 20 to 26, Being No. 578 for the year 1983.

**AND WHEREAS** thereafter said owner namely **Sri Sanat Kumar Ghosh**, by a Deed of Trust bearing dated the 23.03.1984, which was registered in the office of the District Sub- Registrar, Alipore 24 Parganas and recorded in Book No. I, Volume No. 114 (X), Pages 289 to 293, Being No. 4125 for the year 1984 and for

:: 3 ::

the consideration therein mentioned transferred his rights titles and interests in inter alia the said **ALL THAT** piece and parcel of Bastu land measuring about land measuring about **13 Cottahs 0 Chittack 0 Sq.ft.** together with **R.T. Shed** structure cemented floor measuring **914 Sq.ft.** and **2 storied building** out of which on the Ground Floor Pucca structure measuring **824 Sq.ft.** and on the First Floor Pucca structure measuring **711 Sq.ft.** standing thereon, within the District- South 24 Parganas, Mouza- Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at K.M.C. Premises No. **9A, Sarat Ghosh Garden Road**, being mailing address 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, Assessee No. 21-091-16-0011-0, together with the right of easement over the 41' feet wide Road Southern side and 12 ft. wide Common Passage Western side, unto the then Trustee namely **Sri Mukul Kumar Ghosh**, son of Sri Sanat Kumar Ghosh of then of 9A Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Kasba, District - 24 Parganas, free from all encumbrances.

**AND WHEREAS** by virtue of aforesaid Deed of Trust the said **Sri Mukul Kumar Ghosh**, was absolutely seized and possessed of or otherwise well and sufficiently entitled in fee simple possession to the aforesaid landed property.

**AND WHEREAS** after becoming absolute owner namely **Sri Mukul Kumar Ghosh**, of aforesaid Bastu land measuring about land measuring about **13 Cottahs 0 Chittack 0 Sq.ft.** together with **R.T. Shed** structure cemented floor measuring **914 Sq.ft.** and **2 storied building** out of which on the Ground Floor Pucca structure measuring **824 Sq.ft.** and on the First Floor Pucca structure measuring **711 Sq.ft.** standing thereon, within the District- South 24 Parganas, Mouza- Dhakuria, P.S. formerly Tollygunge, now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at K.M.C. Premises No. **9A, Sarat Ghosh Garden Road**, being mailing address 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, Assessee No. 21-091-16-0011-0, together with the right of easement over the 41' feet wide Road Southern side and 12 ft. wide Common Passage Western side, free from all encumbrances, charges, liens and/or lispens etc. and mutated his name in the records of the Kolkata Municipal Corporation and paying taxes thereof.

**AND WHEREAS** thereafter said **Sri Mukul Kumar Ghosh**, gifted and transferred **ALL THAT** piece and parcel of a total Bastu land measuring about **6 Cottahs 10 Chittacks 30 Sq.ft.** together with **R.T. Shed** structure cemented floor measuring **914 Sq.ft.** and **2 storied building** out of which on the Ground Floor Pucca structure measuring **824 Sq.ft.** and on the First Floor Pucca structure measuring **711 Sq.ft.** standing thereon, within the District- South 24 Parganas, Mouza- Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at portion of K.M.C. Premises No. **9A, Sarat Ghosh Garden Road**, being mailing address 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, together with the right of easement over the 41' feet wide Road Southern side and 12 ft. wide Common

:: 4 ::

Passage Western side, together with boundary walls, septic tank, pipe lines, drainage, electric line and meter room and other appurtenances of land to his wife namely **SMT. DEBJANI GHOSH**, by a registered Deed of Gift dated 27.02.2020, which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages from 30314 to 30339, Being No. 160300816 for the year 2020.

**AND WHEREAS** by virtue of aforesaid Deed of Gift the said **SMT. DEBJANI GHOSH**, is absolutely seized and possessed of or otherwise well and sufficiently entitled in fee simple possession to the aforesaid landed property.

**AND WHEREAS** after becoming absolute owner namely **SMT. DEBJANI GHOSH**, of aforesaid Bastu land measuring about land measuring about 6 Cottahs 10 Chittacks 30 Sq.ft. together with R.T. Shed structure cemented floor measuring 914 Sq.ft. and 2 storied building out of which on the Ground Floor Pucca structure measuring 824 Sq.ft. and on the First Floor Pucca structure measuring 711 Sq.ft. standing thereon, within the District- South 24 Parganas, Mouza- Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at portion of K.M.C. Premises No. 9A, Sarat Ghosh Garden Road, being mailing address 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, together with the right of easement over the 41' feet wide Road Southern side and 12 ft. wide Common Passage Western side, free from all encumbrances, charges, liens and/or lispensens etc. and mutated her name in the records of the Kolkata Municipal Corporation as K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, Assessee No. 21-091-16-1511-3 and paying taxes thereof.

**AND WHEREAS** thereafter said **SMT. DEBJANI GHOSH**, gifted and transferred **ALL THAT** piece and parcel of a total Bastu land measuring about 1 Cottahs 12 Chittacks 02 Sq.ft. together with R.T. Shed structure cemented floor measuring 400 Sq.ft. on the Ground Floor standing thereon, out of her total land measuring total Bastu land measuring about 6 Cottahs 10 Chittacks 30 Sq.ft. together with R.T. Shed structure cemented floor measuring 914 Sq.ft. and 2 storied building out of which on the Ground Floor Pucca structure measuring 824 Sq.ft. and on the First Floor Pucca structure measuring 711 Sq.ft. standing thereon, within the District- South 24 Parganas, Mouza- Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at portion of K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road, being mailing address 9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, together with the right of easement over the 12' feet wide Common Passage on the Southern side and 12 ft. wide Common Passage Western side, together with boundary walls, septic tank, pipe lines, drainage, electric line and meter room and other appurtenances of land to her husband namely **SRI MUKUL KUMAR GHOSH**, by a registered Deed of Gift dated 27.01.2023, which was

**:: 5 ::**

registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 40871 to 40896, Being No. 160301172 for the year 2023.

**AND WHEREAS** by virtue of the aforesaid Deed of Gift said **SMT. DEBJANI GHOSH**, became the absolute owner of the land and building morefully described in the First Schedule hereunder written and is seized and possessed absolutely over the said property till day.

**AND WHEREAS** the First Party herein as **OWNER** of the said property as per physical possession i.e. **4 Cottahs 14 Chittacks 28 Sq.ft.** comprised within **K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road**, being mailing address **9A, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata-700 031, District - South 24-Parganas, K.M.C. Ward No. 91**, decided to "Commercially Exploit" by raising Building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation on the said property more fully and particularly described in the **FIRST SCHEDULE** below and as such the **FIRST PARTY** herein approached the **SECOND PARTY** herein to raise such construction at his own cost and/or at the cost of his nominee on the **FIRST SCHEDULE** property as per the plan to be sanctioned by the Kolkata Municipal Corporation for the benefit of the parties to this Agreement.

**AND WHEREAS** the Second Party being the Developer herein after considering the proposal of the First Party – the Owner, herein has agreed to raise a building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at his own costs and/or his nominees cost on the property described in the First Schedule below on certain terms and conditions to which the First Party agreed.

**AND WHEREAS** in consideration of the said offer and acceptance the parties herein executed this agreement with the terms and conditions whereas as follows:-

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

1. **OWNER** shall mean **SMT. DEBJANI GHOSH** and her heirs, successor/ successors, legal representative/ representatives and assign/ assigns.
2. **DEVELOPER** shall mean **POINTAC DECOR** and its proprietor, his heir/heirs, successor/ successors, successors-in-office, legal representative/ representatives and assign/assigns.
3. **THE SAID PROPERTY** shall mean **ALL THAT** piece and parcel of a total Bastu land measuring about **4 Cottahs 14 Chittacks 28 Sq.ft.** together with **R.T. Shed structure cemented floor measuring 514 Sq.ft. and 2 storied building** out of which on the Ground Floor Pucca structure measuring **824 Sq.ft.** and on the First Floor Pucca structure measuring **711 Sq.ft.** standing thereon, within the District- South 24 Parganas,

:: 6 ::

Mouza- Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at portion of K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, Assessee No. 21-091-16-1511- 3, together with whatsoever easement rights in common with the other persons having the like right to pass and re-pass over the roads lying or situate adjacent to the said property.

4. **BUILDING** shall mean and include the Building to be constructed at the premises mentioned in earlier paragraph.
5. **COMMON FACILITIES** shall mean and include corridors, stairs, ways passage-ways, Lift, Lift well, if any, drive-ways, common lavatories if provided by the Developer, water pump and water and other facilities which be provided by the Developer in the new Building.
6. **SALEABLE SPACE** shall mean the space in the proposed building available for independent use and occupation by the Developer after making the provisions for common facilities and space required thereof.
7. **OWNER'S ALLOCATION** on completion of new building the owner herein shall be entitled to get 45% of Flat Area out of which **entire Second Floor alongwith 45% Car Parking spaces on the ground floor back North side** of the proposed G + 3 storied building together with undivided impartible proportionate share of the land at K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata-700 031, District - South 24-Parganas, K.M.C. Ward No. 91. In addition above the owner herein will get non-refundable cash consideration of Rs. 2,00,000.00 (Rupees Two Lac only) which will be paid by the developer to the owner at the time of signing of this Agreement. It is hereby noted that the Owner also get market value of remaining area of total 45% of Flat area from the Developer at the time of possession of Owner's Allocation.  
  
The owner herein has declare that she has no claim in respect of other flats or other saleable spaces in the other floors of the new building, the Developer herein shall have exclusive right in respect of other floors save and except owner's allocation, to dispose of the same to the intending Purchaser/s.
8. **DEVELOPER'S ALLOCATION** shall mean remaining portion of the new building save and except first party's allocation as stated in clause No.7.
9. **THE ARCHITECT** shall mean such other person or persons or firm with requisite qualification who will be appointed by the Developer for designing and planning and for other purposes of the new building.

:: 7 ::

10. **BUILDING PLAN** shall mean such plan prepared by the Architect for the construction of the new building or buildings and to be sanctioned by the Kolkata Municipal Corporation.
11. **TRANSFER** with its Grammatical Variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space/flat in the building to purchasers thereof although the same may not amount to a transfer-in-law without causing in any manner inconvenience or disturbance to the owner.
12. **TRANSFeree** shall mean a Gentle person to whom any space/flat in the building will be transferred for residential purpose only.

**THIS AGREEMENT** shall be deemed to have commenced with effect from the date of execution.

**FIRST PARTY'S RIGHT & REPRESENTATION & LIABILITIES:**

- 1) The First Party shall cause to prove that she is absolutely seized and possessed of and the owner and/or otherwise well and sufficiently entitled to the **FIRST SCHEDULE** property.
- 2) **NONE** other than the First Party has any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

**DEVELOPER'S RIGHT:**

- 1) The First Party hereby grants subject to what has been hereunder provided exclusive right to the Developer to build upon and to "Commercially Exploit" the said property and shall be able to construct the New Building thereon in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.
- 2) All applications, modified/alteration of plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer after obtaining the signature by the First Party thereon or on behalf of the First Party, the Developer may sign the same on the strength of Power of Attorney executed by First Party in favour of the Developer should bring in notice of First Party and the Developer shall pay all charge and bear all fee including Architect's fees required to be paid or deposited for exploitation of the said property.

**CONSIDERATION:**

In consideration of the First Party having agreed to permit the Developer to 'Commercially Exploit' the said property and in exchange to provide the Owner.

:: 8 ::

The Developer shall deliver possession of the aforesaid on completion of new building the owner herein shall be entitled to get 45% of Flat Area out of which **entire Second Floor alongwith 45% Car Parking spaces on the ground floor** back North side of the proposed G + 3 storied building together with undivided impartible proportionate share of the land at K.M.C. Premises No. **9A/1, Sarat Ghosh Garden Road**, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91. In addition above the owner herein will get non-refundable cash consideration of Rs. 2,00,000.00 (Rupees Two Lac only) which will be paid by the developer to the owner at the time of signing of this Agreement. It is hereby noted that the Owner also get market value of remaining area of total 45% of Flat area from the Developer at the time of possession of Owner's Allocation. The Developer shall deliver possession of Owner's Allocation to the Owner herein completed in all respect within **24** months to be calculated after obtaining the sanction plan, if not otherwise prevented by force majeure or unavoidable circumstances. If the Developer shall fail to comply their part of performance within **24** months as mentioned above the Developer will be allowed for further six months while the Developer will pay Rs.3,000/- (Rupees Three Thousand only) per month to the owner and if he failed further six months will be allowed when the Developer will pay Rs. 5,000/- (Rupees Five Thousand only) per month as damages and thereafter if any extension be required that will be extended on mutual understanding. The agreement will be treated as null and void failing a mutual understanding with provision for amending thereto.

- a) The Developer will be able to sell the entire premises save & except Owner's Allocation mentioned in <sup>1<sup>st</sup></sup> Schedule to any intending purchaser/purchasers and the First Party and/or his heirs, successors will execute and register the final Deed of Conveyance/Conveyances in favour of the nominee/nominees of the Developer regarding selling, transferring, alienating for the undivided proportionate share of the land underneath the respective flats and common users. **PROVIDED**, if the first party or his heirs or successors will deny to execute and/or register the documents as mentioned above after taking the possession of the said allocation in that case the Developer shall have the right to sell the same as empowered him through **REGISTERED DEVELOPMENT POWER OF ATTORNEY** provided this clause will not be applicable in respect of handing over the possession to the Intending Purchasers by the Developer.
2. The owner shall not be liable or be responsible for any Income Tax, GST etc. in respect of selling the flats under Developer's Allocation.
3. The Owner shall not be responsible for any money to be taken by the Developer from the intending purchaser or purchasers.
4. The Developer shall use the 1<sup>st</sup> class or standard Building materials and all other fittings in respect of the construction of the proposed building.



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**POSSESSION:**

1. The First Party simultaneously giving free quiet, peaceful unencumbered vacant possession of the **FIRST SCHEDULE** property to the Developer.
2. The Developer shall complete the proposed building within **24** months after obtaining the sanction plan to be sanctioned by the Kolkata Municipal Corporation, subject to force majeure or unavoidable circumstances.
3. The Developer shall be exclusively entitled to the Developer's Allocation i.e. entire premises in the new building save and except the First Party's Allocation with exclusive right to transfer or otherwise deal with or dispose of the same without prejudicially affected their interest without any right, title, claim or demand or interest therein whatsoever of the First Party and the First Party shall not act in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. The First Party will only transfer by way of proper Deed of Conveyance either in favour of the Developer or their nominees in respect of the undivided share of the land.
4. The First Party undertakes to give the Developer **REGISTERED DEVELOPMENT POWER OF ATTORNEY** in the form and manner reasonably required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liability upon the first party nor his shall be any clause inconsistent with or against the terms mentioned in this Agreement.
5. That the First Party shall execute the Deed of Conveyance in favour of the Developer or their nominee in respect of the part or parts of the proportionate share of land of the new building as shall be required by the Developer all costs and all expenses in that behalf will be borne and paid by the Developer and or their nominees.

**TAX LIABILITIES:**

1. The Developer shall pay and bear and property taxes and other dues and out goings in respect of the said building assuring due as and from the date of handing over vacant possession of the property or part of its by the First Party to the Developer, if there are any dues of property taxes or any Owner's taxes regarding the said property that would be borne by the Owner.
2. As soon as the new building at first schedule property will be completed within the time hereinafter mentioned the Developer shall give written notice to the first party's allocation to the new building and there being no dispute regarding the completion of the building in terms of this Agreement and accordance to the specification and plan thereof to the effect then after 30 days from the date of serving of such notice and at all

**:: 10 ::**

times thereafter the owner shall be exclusively responsible for payment of all municipal taxes of the handover by the flats with completion certificate from the K.M.C.

3. From the date of handing over the possession of the first party's allocation the first party shall pay the developer proportionate share of service charges (maintenance charges) in the new building till the association of flat owners shall be formed.

#### **COMMON RESTRICTION**

The owner/Developer shall not use or permit to use of the both party's allocation in the new building or any portion thereof for any illegal, immoral trade and both parties shall abide by all rules, bye - laws, laws and regulations of the Govt. & other authorities.

#### **OWNER'S OBLIGATIONS**

The 1<sup>st</sup> party do hereby agree, covenant with the Developer not to do any act or deed or thing hereby, the Developer may be prevented from selling, assigning and/or disposing of any part or entire part of the Developer's Allocation in the new building. The developer also shall not have any right to get, grant, lease, mortgage and/or charges the allocated area of the 1<sup>st</sup> party.

If the marketable title to the aforesaid land is found defective or any dispute arise in respect of the schedule land before sanction of the building plan from KMC authority then the owner shall be bound to refund the amount so paid by the developer to the Developer and this agreement stand cancel.

#### **DEVELOPER'S OBLIGATIONS**

1. The developer shall complete the construction of the new building at 1<sup>st</sup> Schedule property within 24 months after obtaining of the sanction plan to be sanctioned by the KMC the time of completion of the building shall be strictly observed the period of construction will be extended if there is any force majeure, natural calamity or situation beyond the control of the developer.
2. The Developer shall not be entitled to transfer alienate or assign this agreement to any other person/persons for completion of the new building under the terms and conditions of this agreement without any written consent of the Owner/first party.
3. Not to violate or contravene any of the provisions or rates applicable for construction of the building.
4. The developer shall look after regarding stability of the building.
5. The developer shall pay monthly rent to the owner for his alternative accommodation till delivery possession of Owner's allocation to the Owner's herein.

:: 11 ::

6. The developer herein shall demolish the existing structure at his own cost and receive the value of old building materials.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of a total Bastu land measuring about 4 Cottahs 14 Chittacks 28 Sq.ft. together with R.T. Shed structure cemented floor measuring 514 Sq.ft. and 2 storied building out of which on the Ground Floor Pucca structure measuring 824 Sq.ft. and on the First Floor Pucca structure measuring 711 Sq.ft. standing thereon, within the District- South 24 Parganas, Mouza- Dhakuria, P.S. formerly Tollygunge now Kasba, Sub-Registration Office at Sealdah, District Sub-Registration Office at Alipore, at portion of K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91, Assessee No. 21-091-16-1511-3, together with the right of easement over the 41' feet wide Road Southern side and 12 ft. wide Common Passage Western side, together with boundary walls, septic tank, pipe lines, drainage, electric line and meter room and other appurtenances of land and it is butted and bounded in the following manner:-

- On the North : 9C, Sarat Ghosh Garden Road and Land of Rabindra Nath Banerjee.
- On the South : 41 Ft., wide Sarat Ghosh Garden Road,
- On the East : 9B & 9C, Sarat Ghosh Garden Road,
- On the West : 10 Ft. wide Common Passage and Part of Premises No. 9A/1, Sarat Ghosh Garden Road. Then 8, Sarat Ghosh Garden Road and thereafter 12 ft. wide Common Passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**OWNER'S ALLOCATION**

On completion of new building the owner herein shall be entitled to get 45% of Flat Area out of which entire Second Floor alongwith 45% Car Parking spaces on the ground floor back North side of the proposed G + 3 storied building together with undivided impartible proportionate share of the land at K.M.C. Premises No. 9A/1, Sarat Ghosh Garden Road, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91. In addition above the owner herein will get non-refundable cash consideration of Rs. 2,00,000.00 (Rupees Two Lac only) which will be paid by the developer to the owner at the time of signing of this Agreement. It is hereby noted that the Owner also get market value of remaining area of total 45% of Flat area from the Developer at the time of possession of Owner's Allocation.

**:: 12 ::**

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**DEVELOPER'S ALLOCATION**

**ALL THAT** remaining areas in the proposed building (save and except the owner's allocation mentioned in the Second Schedule) will be the Developer's area including undivided proportionate share of land along with the common areas and facilities in the proposed new building at K.M.C. Premises No. **9A/1, Sarat Ghosh Garden Road**, being mailing address 9A/1, Sarat Ghosh Garden Road, Post Office - Dhakuria, P.S. Kasba, Kolkata- 700 031, District - South 24-Parganas, K.M.C. Ward No. 91.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Common areas and facilities)**

1. The entire land or space lying vacant within the said premises.
2. The spaces within the building comprised of the entrance thereto staircase, leading lobbies and roof.
3. The foundation columns, girders, beams support main walls and main gate of the premises and the passage leading to the building and staircase.
4. The installation for common services such as the drainage system in the premises, water supply arrangements in the premises and electric connections and other civic amenities if any to the premises.
5. Reservoir on the ground floor and the reservoir on the roof of the top floor of the building, pump, motor pipes, and all other apparatus and installations in the premises for common use.
6. Septic tank and the sewerage's lines thereto connected.
7. All the flat owners shall use the roof in common purpose.
8. Wiring and accessories in all common areas of the premises.
9. All other facilities and amenities in the premises which are intended for common use.
10. Space for C.E.S.C. meter room.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Common Expenses)**

1. The expenses of maintaining, repairing, reconstructing and renewing the main structure and the drainage system, rain water discharge arrangement, arrangements for supply of electricity and all common contained in the said premises.
2. The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby, corridors, stair-case.

:: 13 ::

3. The costs of repairing and decorating the exterior of the building.
4. All taxes, levies and impositions, deposits etc. for the premises as a whole.
5. All litigation costs relating to the common parts and common interest in the building.
6. All salaries, wages, fees and remuneration's of all workmen, staff and experts engaged and hired for the common purpose.
7. Costs of maintaining, repairing, operating, replacing and installing implements including pump, motor pipes, etc. for common services.
8. The expenses of repairing, maintaining, white washing and colour washing the main structure of the building.
9. Premium of Insurance for the Building, if any.
10. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**CONSTRUCTION SPECIFICATION**

**Materials :**

- |                      |   |  |
|----------------------|---|--|
| Cement               | : | PPC/PSC/OPC may be used of following brand Lafarge/Ambuja/ACC/ Ultratech or equivalent   |
| Steel                | : | SAIL/TATA/JINDAL/SRMB or equivalent IS approved steel section  |
| Workmanship          | : | Execution of all works shall be carried out as per relevant KMC norms, Indian Standards and specifications.                      |
| <b>BUILDING WORK</b> | : | R.C.C. and Bricks Structure.   |
| <b>WALLS</b>         | : | 200 mm (8") thick for outer and 75 mm (3") thick for Partition Wall with 1 <sup>st</sup> Class brick and Medium Coarse Sand.     |
| <b>PLASTER</b>       | : | Cement Plaster done by medium coarse sand for outer wall and inner wall ratio of cement and sand (5:1) for ceiling plaster (4:1) |

	<b>:: 14 ::</b>	
<b>WINDOW</b>	:	Aluminium sliding folding window with glass fitted Grill with Box window.
<b>DOOR</b>	:	Frame made by Sal wood or equivalent wood and Door is Commercial Flush Door, in Main Door has one Safety Lock, Magic Eye Bolts and handle on doors. In case of Toilet using P.V.C. door.
<b>FLOOR</b>	:	Vitrified Tiles (2' x 2') on all Floor with 10 mm (4") high skirting. In case of toilet & W.C. floor Vitrified Tiles and wall with tiles upto (6' - 0") from skirting, kitchen floor also Vitrified Tiles and wall fitted with white tiles upto (3' - 0") from kitchen slab, Kitchen self is made by Granite with one sink.
<b>PLUMBING</b>	:	In Toilet-cum-W.C. One White Porcelain vitreous western style commode, additional water line to be provided for washing machine, water purifier, white porcelain vitreous Basin, with water Tap point with standard Materials. In W.C.-cum-toilet attached one White western style commode with one water tap point, water line made by Blue pipe, outside plumbing waste line used by Supreme pipe.
<b>PAINTING</b>	:	Walls painted by Plaster of Paris and grill window and doors painted by white paint with 2 coats, stair case and kitchen Plaster of Paris and outside of Building painted by 2 coats weathercoat.
<b>ELECTRIC</b>	:	Concealed wiring two light points, one fan points, one 5 amp. plug point for every room, in kitchen one 15 amp. plug point in living cum dining room, kitchen & in one toilet for geyser 15 Amp. plug point. standard materials used for electric work. A.C. point., exhaust point, T.V., Fridge, washing machine, Mixer Grinder, Microwave, Kitchen Chimney and water purifier point.
<b>WATER</b>	:	Underground water reservoir with pump and overhead tank.

:: 15 ::

ROOF : 2<sup>2</sup>/<sub>3</sub>" (average) the I.P. will be provided over  
roof slab. 3'-0" height parapet wall will be  
provided all round the roof slab waterproof.  
LIFT : Four Passengers Capacity Standard Co. Lift.  
Note :

**EXTRA WORK :** Any extra work other than the standard specification and those agreed by developer shall be entertained and charged at a rate as will be decided by the Developer / Contractor before starting execution of the said work. No outside contractor will be allowed to execute the work. Payment of such work shall be made before the work is started.

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

**WITNESSES :**

1. Kartick Majumder  
11, Avenue South  
Kolkata - 700075.

2. Shyamal Gupte  
Subhasgum, Waterfalls  
Kolkata - 700147

Delejani Ghosh.  
SIGNATURE OF THE OWNER

**POINTAC DEE OF**  
Nitceerjit Datta.  
PROBATION

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

:: 16 ::

RECEIVED Rs. 2,00,000.00 (Rupees Two Lakh only) from the withinnamed Developer amount payable under these presents as per memo below :-

MEMO OF CONSIDERATION

14.02.2023

By Cash

Rs. 2,00,000.00

Rs. 2,00,000.00

(Rupees Two Lakh only)

WITNESSES :

1. Kartick Majumdar  
11, Avenue South  
Kolkata-700075.

2. Shyamal Gayen  
Ceshbryam, Kishorepally  
Kolkata-700147

Debjani Ghosh.  
SIGNATURE OF THE OWNER

Drafted by me :

Pooja Chatterjee  
Advocate 383783.  
Alipore Criminal Court  
Kolkata- 700 027.

Typed by me :

S. Gayen,  
Shyamal Gayen  
22, Janata Road,  
Santoshpur, Kolkata – 700 075.



## Major Information of the Deed

Deed No :	I-1603-02205/2023	Date of Registration	15/02/2023
Query No / Year	1603-2000373174/2023	Office where deed is registered	
Query Date	11/02/2023 1:44:53 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Shyamal Gayen 22, Janata Road, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9874954060, 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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 2,56,06,652/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 2,053/- (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: Sarat Ghosh Garden Road, Road Zone : (Dhakuria Rail Station -- Kamala park) , , Premises No: 9A/1, , Ward No: 091 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 14 Chatak 28 Sq Ft	1/-	2,43,23,747/-	Width of Approach Road: 41 Ft.,
<b>Grand Total :</b>				<b>8.1079Dec</b>	<b>1 /-</b>	<b>243,23,747 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs)	Market value (In Rs)	Other Details
S1	On Land L1	914 Sq Ft.	1/-	2,46,780/-	Structure Type: Structure
Gr. Floor, Area of floor :914 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
S2	On Land L1	1535 Sq Ft.	1/-	10,36,125/-	Structure Type: Structure
Gr. Floor, Area of floor :824 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 711 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2449 sq ft</b>	<b>2 /-</b>	<b>12,82,905 /-</b>	



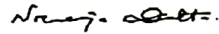
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Smt Debjani Ghosh</b> Wife of Shri Mukul Kumar Ghosh Executed by: Self, Date of Execution: 15/02/2023 , Admitted by: Self, Date of Admission: 15/02/2023 ,Place : Office			
	15/02/2023	LTI	15/02/2023	15/02/2023
9A, Sarat Ghosh Garden Road, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700031 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: auxxxxxx6e, Aadhaar No: 31xxxxxxxx4128, Status :Individual, Executed by: Self, Date of Execution: 15/02/2023 , Admitted by: Self, Date of Admission: 15/02/2023 ,Place : Office				



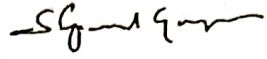
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>POINTAC DECOR</b> 4/35A, Sahid Nagar, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 , PAN No.:: AFxxxxxx4R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Nilabja Dutta</b> (Presentant) Son of Late Narayan Chandra Dutta Date of Execution - 15/02/2023 , , Admitted by: Self, Date of Admission: 15/02/2023, Place of Admission of Execution: Office			
	Feb 15 2023 4:06PM	LTI	15/02/2023	15/02/2023
4/35A, Sahid Nagar, 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, , PAN No.:: afxxxxxx4r, Aadhaar No: 50xxxxxxxx6217 Status : Representative, Representative of : POINTAC DECOR (as proprietor)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Shyamal Gayen</b> Son of Late P C Gayen Subhasgram, Natunpally, City:- , P.O:- Subhasgram, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700147			
	15/02/2023	15/02/2023	15/02/2023

Identifier Of Smt Debjani Ghosh, Shri Nilabja Dutta

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Debjani Ghosh	POINTAC DECOR-8.10792 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Debjani Ghosh	POINTAC DECOR-914.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Smt Debjani Ghosh	POINTAC DECOR-1535.00000000 Sq Ft

Endorsement For Deed Number : I - 160302205 / 2023

On 15-02-2023

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

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

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

Presented for registration at 15:01 hrs on 15-02-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Nilabja Dutta ..

**Certificate of Market Value (WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,56,06,652/-

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

Execution is admitted on 15/02/2023 by Smt Debjani Ghosh, Wife of Shri Mukul Kumar Ghosh, 9A, Sarat Ghosh Garden Road, P.O: Dhakuria, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession House wife

Identified by Shri Shyamal Gayen, , , Son of Late P C Gayen, Subhasgram, Natunpally, P.O: Subhasgram, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Business

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

Execution is admitted on 15-02-2023 by Shri Nilabja Dutta, proprietor, POINTAC DECOR (Sole Proprietorship), 4/35A, Sahid Nagar, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Identified by Shri Shyamal Gayen, , , Son of Late P C Gayen, Subhasgram, Natunpally, P.O: Subhasgram, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,053.00/- ( B = Rs 2,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/02/2023 7:56PM with Govt. Ref. No: 192022230295553888 on 14-02-2023, Amount Rs: 2,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 7302301233335 on 14-02-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 39,971/-

Description of Stamp  
1. Stamp: Type: Impressed, Serial no 241042, Amount: Rs.50.00/-, Date of Purchase: 13/01/2023, Vendor name: Amal Kr Saha  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 14/02/2023 7:56PM with Govt. Ref. No: 192022230295553888 on 14-02-2023, Amount Rs: 39,971/-, Bank: SBI EPay ( SBlePay), Ref. No. 7302301233335 on 14-02-2023, Head of Account 0030-02-103-003-02

Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1603-2023, Page from 71028 to 71051**

**being No 160302205 for the year 2023.**



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2023.02.15 18:28:04 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/02/15 06:28:04 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

**(This document is digitally signed.)**