

2405/17

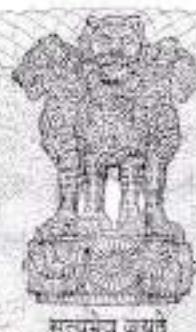
I 2264/17

भारतीय ग्रेर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

शक्तिमान बंगाल WEST BENGAL

577665

Certified that the document is admitted to registration. The signature above is and the endorsement sheet attached with this document are the part of this document.

Adm. Dist. Sub-Registrar  
Chittagong, Bangladesh

26 APR 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this....18<sup>th</sup> day of April,.....2017.

BETWEEN

Contd..P/2

*Samir Ghosh*  
SAMIR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

24 OCT 2016

2873  
No. .... Dt. .... Rupees....  
Mrs. Smt. ....  
Address. ....  
P. S. ....  
Vill/Door. .... S.C.M.

Asian Kumar Jain  
Advocate  
High Court, Calcutta

Sub-Office No. 1  
ALIPUR POST & COURT  
T. N. S. - 70



Signature.....

26 APR 7217

ADDL. DIST. SUB-REGISTRAR  
ALIPORE SOUTH 24 PGS.

Gusta Gopal Mornma  
S/10 Radha North Mornma  
C.I.L. Service  
A.D.A. 224A, N. S. S. Bose Road

P.O.:- Narkata

P.S.:- Netaji Nager  
Kolkata - 700047

Samar Ghosh  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

1) SRI SUNIL CHANDRA CHOWDHURY, son of Late Satish Chandra Chowdhury, by faith- Hindu, by nationality - Indian, by occupation - Retired Person, PAN-ABZPC7721J, residing at 139, Dum Dum Park, P.S.-Lake Town, P.O.- Dum Dum Park, Kolkata-700055, District North 24-Parganas, West Bengal And, 2) SMT. SOMA DAS, wife of Sri Debabrata Das, by faith- Hindu, by nationality- Indian, by occupation - Housewife, PAN-AUTPD5578M, residing at 167, Sarat Pally Jayashree Kalitala, P.S.-Regent Park, P.O.-Bansdroni, Kolkata- 700070, District South 24-Parganas,West Bengal-hereinafter called and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, representatives, nominees and assigns) of the ONE PART.

AND

SRI SAMAR GHOSH, son of Late Phanimohan Ghosh, by faith- Hindu, by occupation-Business, PAN-ADYPG2333F, by nationality-Indian, residing at 3B, Sitaram Road, Bansdroni Kalibari, P.S.- Regent Park, P.O.- Bansdroni, Kolkata-700070, District South 24-Parganas, West Bengal -hereinafter called and referred to as the "DEVELOPER/ CONTRACTOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, representatives, nominees and assigns) of the OTHER PART.

WHEREAS after partition of India a large number of resident of former East Pakistan crossed over and came to the territory of the West Bengal from time to time due to force of circumstance beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such Refugees of residence in West Bengal.

Contd....P/3

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

AND WHEREAS a considerable number of such Refugees were compelled by circumstances to use vacant lands in the Urban areas for homestead purpose.

AND WHEREAS one Sri Rajib Dutta alias Rajiv Kumar Dutta , son of Late Ranjit Kumar Dutta alias Ranjit Dutta and Smt. Suranjana Dutta alias Sukanya Dutta , daughter of Late Ranjit Kumar Dutta alias Ranjit Dutta ,being such refugees occupy all that piece or parcel of land measuring 3 (Three) Cottahs and 5 (Five) Chittacks, more or less with house in E.P. No.-8, C.S. Plot No.-331(P), 331/2777 (P) of Mouza-Bansdroni, J.L. No.-45, P.S.-Regent Park, K.M.C. Premises No.- 138, Benoy Pally, same as numbered locally known as Postal Premises No.- E.P-8,Benoy Pally, within the K.M.C. Ward No.-113, Kolkata - 700070, District South 24- Parganas.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan, now Bangladesh acquired land in C.S. Dag or Plot No.- 331(P),331/2777 (P) of Mouza-Bansdroni, in Police Station-Regent Park, in the District-South 24-Parganas under the provision of L.D.P. Act, 1948/L.A. Act I of 1894 including the plot in occupation of as the Donee therein said Sri Rajib Dutta alias Rajiv Kumar Dutta and Smt. Suranjana Dutta alias Sukanya Dutta.

AND WHEREAS the Government of West Bengal or Hon'ble Governor of the State of West Bengal on behalf of the Refugee Relief and Rehabilitation Department transferred by way of gift in favour of said Sri Rajib Dutta alias Rajiv Kumar Dutta and Smt. Suranjana Dutta alias Sukanya Dutta the said plot occupied by their and land measuring 3 (Three) Cottahs and 5 (Five) Chittacks, together with house lying and situated at Mouza - Bansdroni, J.L. No: 45, E.P. No.8, C.S. Plot No.331/2777 (P), P.S. Regent Park , P.O. Bansdroni, within the limited of Kolkata Municipal Corporation Ward No.- 113, being K.M.C. Premises No. 138, Benoy Pally, locally known as postal Premises no.

Contd....P/4

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

E-P-8, Benoy Pally, Kolkata-700070 within the District South 24- Parganas, West Bengal, and the said Gift Deed or Indenture was duly registered in the office of the Additional District Registrar, Alipore, South 24- Parganas on 20-09-1991 and duly recorded in it's Book No.-I, Volume No.-13, Pages No.- 289 to 292, Being No.-1573, for the year 1991.

**AND WHEREAS** by virtue of the said Deed of Gift said Sri Rajib Dutta alias Rajiv Kumar Dutta and Smt. Suranjana Dutta alias Sukanya Dutta, have became the Joint absolute Joint Owner and in lawful & khas possession of the said land with house and are seized and possessed separately and mutated their name at K.M.C. record and paying K.M.C. tax regularly under Assessee No. 31-113-08-0226-0.

**AND WHEREAS** while thus in peaceful khas Possession of the aforesaid property said Sri Rajib Dutta alias Rajiv Kumar Dutta and Smt. Suranjana Dutta alias Sukanya Dutta, sold, transferred,conveyed, released and delivered the aforesaid property in favour of the Sri Sunil Chandra Chowdhury, and Smt. Soma Das, on receipt of valuable consideration thereof by way of registered Deed of Conveyance (Deed of Sale) duly executed on 18-05-2016 and duly registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas, and duly recorded in Book No.-I, Volume No.- 1605-2016, pages - 93772 to 93790, Being No.- 160503443, for the year 2016 and they have mutated their name in the record of the Assessment Register of The Kolkata Municipal corporation and has been paying the Municipal Rate Bills regularly in respect of the Premises No.- 138,Benoy Pally, Kolkata-700070 under Assessee No. 31-113-08-0226-0.

**AND WHEREAS** the parties hereto have agreed to record these Agreement between themselves in writing.

Contd....P/5

*Samir Ghosh*  
SAMIR GHOSH alias  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADOL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

**AND WHEREAS** the Owners hereby covenant with the Developer that they are the absolute Owners and occupiers of the property in question and have a good marketable title with full power and absolute authority to enter this Agreement with the Developer herein. And the said Development would be done through the financial assistance and under supervision of the Developer herein above.

**AND WHEREAS** the Owners will vacate and hand over the vacant and peaceful possession of the property and hand over the all original paper or documents relater to the said property.

**AND WHEREAS** the Developer /Contractor will demolish the existing Building at his own cost and shall sell out the old materials and the Owners of two plots shall not have any claim thereto.

**AND WHEREAS** the Owner's shall execute and register a General Power of Attorney in favour of the Developer/Contractor herein to run the said construction work and other allied matters.

**AND WHEREAS** the said construction work on the said plot of land to be completed as per plan by the Developer within 24(twenty four) months from the date of building plan sanction by the K.M.C., in case any unforeseen circumstances may arise then and in that case another 6(six) months will be extended for the completion of the said construction work. If the construction work is not completed in due time that is 24(twenty four) as said above the Developer/Contractor shall be bound to pay the necessary expanses such as accommodation charges to be paid, till the handover of the completed flats to the Owners allocation until completion of the process.

**AND WHEREAS** the Owners herein have appointed the Developer /Contractor for development of the land the Developer/Contractor has accepted such appointment on the terms and conditions hereunder contained.

Contd....P/6



SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

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

**ARTICLE - I:Definitions:**

1. **OWNERS** : Shall mean **SRI SUNIL CHANDRA CHOWDHURY**, and **SMT. SOMA DAS** the absolute Joint Owner of the property fully described in Schedule "A" hereunder written.
2. **DEVELOPER/CONTRACTOR**: Shall mean **SRI SAMAR GHOSH** and his successors , representatives and assigns as the case may be.
3. **PREMISES**: Shall mean **ALL THAT** piece and parcel of homestead land measuring less measuring 3 (Three) Cottahs and 5 (Five) Chittacks more or less, together with house lying and situated at Mouza - Bansdroni, J.L. No: 45, E.P. No.8, C.S. Plot No.331/2777 (P), P.S: Regent Park , P.O. Bansdroni, within the limited of Kolkata Municipal Corporation Ward No.- 113, being K.M.C. Premises No. 138, Benoy Pally, locally known as postal Premises no. E-P-8,Benoy Pally, Kolkata-700070 within the District South 24- Parganas, West Bengal.
4. **TITLE DEED**: Shall mean all the documents referred to herein above in the recital in respect of K.M.C. Premises No.- 138, Benoy Pally, locally known as postal Premises no. E-P-8,Benoy Pally, Kolkata-700070 within the District South 24- Parganas, West Bengal.
5. **BUILDING** : Shall mean new building to be constructed in or upon the K.M.C. Premises No.- 138, Benoy Pally, locally known as postal Premises no. E-P-8, Benoy Pally, Kolkata-700070 within the District South 24- Parganas, West Bengal.
6. **COMMON FACILITIES AND AMENITIES**: Shall include ways stair-ways, stairs, landings, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon and

Contd....P/7

*Samar Ghosh*  
SAMAR GHOSH, Esq.  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building.

7. **SALEABLE SPACE:** Shall mean the space in the building available for independent use and occupation after making due provision for common and the space required therefore other than Owner allocation portion.
8. **OWNER'S SHARE/AREA :** as specified in schedule "B" hereunder written.
9. **DEVELOPER /CONTRACTOR'S AREA :** shall mean all the covered area in the premises and/or the building, other than the owner's area together with an undivided proportionate share in the land, common portions as specified in schedule "C" hereunder written.
10. **TIME:** The said construction work on the said plot of land to be completed as per sanctioned plan by the Developer within 24(twenty four) months from the date of building plan sanction by the K.M.C. with taking over the vacant possession of the said plot of land, in case any unforeseen circumstances may arise then and in that case another 6(six) months will be extended for the completion of the said construction work. If the construction work is not completed in due time as said above then the Developer shall be bound to pay the necessary expanses such as accommodation charges and other allied charges to be paid, till the handover of the completed flats to the Owners allocation until completion of the process.
11. **BUILDING PLAN:** shall mean the building plan sanction by the K.M.C. to be constructed on the premises by the Developer/Contractor, in pursuance of the terms contained herein .
12. **COMMON PORTIONS :** shall mean all the common areas and installations to comprise in the building and the premises after the Development, including staircase, lobbies, passages, pathways, boundary walls, service area etc.

Yours truly  
Samal Ghosh

Contd....P/8

*Samal Ghosh*  
SAMAL GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

13. **COMMON EXPENSES** : shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the New Building and the Premises.

14. **SALEABLE SPACE**: shall mean the space in the building available independent use and occupation with due provision for common facilities and the space required.

15. **PROPORTIONATE** : with all its cognate variations shall mean such ratio, the super built up area of any unit or units be in relation to the super built Up area of all the units in the new building.

16. **UNIT** : shall mean any flat or other covered area in the building which is capable of being exclusive owned, used and/or enjoyed by any Unit owners and which are not the common portions.

17. **UNIT OWNERS** : shall mean any person or persons who acquire hold and/or own any unit in the building and shall include the Owners and the Developer/Contractor herein, for the units held by them, from time to time.

18. **TRANSFeree**: shall mean the person, firm, limited, company, Association or persons to whom any space other than the buildings would be transferred.

19. **TRANSFER** : with the grammatical variations shall mean transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest in land proportionate to be share of the flats and car parking spaces and the right to use in common spaces, multi storied building to the purchasers thereof .

20. **ADVOCATES** : shall mean such other advocate/s whom the Owners and the Developer/Contractor may, from time to time appoint as the advocates for the project.

1. *Samir Ghosh*  
2. *Advocate*  
3. *Lawyer*  
4. *Advocate*

Contd....P/9

*Samir Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunit Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADOL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

21. **ARCHITECTS** : shall mean such architect or firm of architects whom the Developer/Contractor may, from time to time, appoint as the Architects for the Building.

22. **WORD** : WORD importing singular shall include plural and vice versa.

**The Owners have represented to the Developer/Contractor as follows :-**

1. The Owners are the absolute Joint Owners of the premises, morefully described in the Schedule "A" hereto, free from all encumbrances whatsoever.
2. Further declare that they have not encumbered the said property in any way either entering into an agreement with any person in writing or orally;
3. The entirety of the Premises is in the Khas and vacant possession of the Owners and no person or persons other than the Owners have any right of occupancy, easement or otherwise on the premises or any part thereof;
4. The abstract of Title of the Owners to the premises is described in the Schedule "A" hereto and the contents thereof are true and correct;
5. There are no suits and/or litigations pending in respect of the premises or any part thereof;
6. No person or persons other than the Owners have any right, title and/or interest of any natures whatsoever, in the premises or any part thereof;
7. The premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners;
8. Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any court of law or due to income Tax, Revenue or any other Public demand;
9. The Owners are fully and sufficiently entitled to enter into this agreement;

RAMAR GHOSH  
B.A., LL.B., M.TECH.  
Fellow of IIT, Kharagpur  
Young & Associates  
780, 6th floor  
2nd Avenue, B.B.D. Bagh  
Kolkata - 700 016

Contd....P/10

*Ramar Ghosh*  
RAMAR GHOSH at a  
Constituted Attorney of  
Soni Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samal Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

10. There is no notice of acquisition and/or requisition or any case of proceedings both in Civil and Criminal nature is/are pending in the respective Learned Courts(s) or elsewhere upon the said land/premises of schedule - A, or any part thereof.
11. The said Owner, first part hereinabove, have not entered into any agreement for sale, transfer, lease, development agreement or otherwise for any purpose regarding the said land / premises schedule - A, or any part thereof.
12. The said land / premises of schedule - A, is free from all encumbrances, charges, liens, Lispendenses, attach mens, whatsoever and / or howsoever.
13. There is no proceeding under the Public Demand Recovery against the said Owner of the first part hereinabove in respect ,the said land / premises of schedule- A.
14. They or any of them have/has not yet received any notice from the Government (State or Central) nor from any local body or Authority, nor any type of Notice has been served upon any of them in connection with any acquisition or requisition or any other type of notice which may create any restriction towards the execution of the instant Agreement.
15. They or any of them have/has not yet done any act, deed, matter or thing whereby or by reason whereof, the Development of the said property may be prevented or affected in any manner whatsoever.
16. That the Owners jointly and/or severally & specifically declare, if in future any of the above-stated statements emerge as false and/or suppression of any material fact is detected, then the Owners will remain completely liable and/or responsible to compensate the Developer herein-named in all respect and in that case the Developer will remain eligible to take any steps and/or measures as per the related Laws.

Contd....P/11

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

**NOW IT IS HEREBY AGREED AND DECLARED THAT :-**

1. **THAT** this agreement shall be deemed to have commenced on with effect from the date of signing of the Agreement for Development.
2. **THAT** the Owners herein have appointed the Developer/Contractor for Development of the land.
3. **THAT** the Owners shall execute and registration this Development Agreement and General Power of Attorney in favour of the contractor herein to run the said construction work and other allied matters.

**The development of the Premises will be in the following manner :-**

1. **THAT** after receiving peaceful vacant possession of the said land and all legal documents of the premises and execution and registration Development Agreement and General Power of Attorney in favour of the Developer/Contractor herein, the Developer/Contractor shall, at his own cost and expenses, cause the plans to be prepared of the said proposed Building as per plan /drawing by the architect and submit to the office of the K.M.C. for sanction.
2. **THAT** after registration of this Agreement for Development ,the Developer /Contractor shall be entitled to obtain building plan from the K.M.C. at his own cost and expenses and the Owners shall sign the said building plan and allied papers and documents for the purpose of obtaining sanction of the building plan from the K.M.C. if required.
3. **THAT** the Developer/Contractor shall be entitled to hold and remain in possession of the premises and it shall always be deemed that the Developer/Contractor in the possession of the entirety of the premises in part performance of agreement, during the subsistence hereof.

SAHAR GHOSH  
KALYANI NARAYAN  
SOMA DAS  
LAW OFFICES

Contd....P/12

*Samar Ghosh*  
SAHAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....
26 APR 2017
ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

4. **THAT** the said construction work on the said plot of land to be completed by the Developer/Contractor within 24 (twenty four) months from the date of building plan sanction by the K.M.C. . In case any unforeseen circumstances may arise then and in that case another 6(Six) months will be extended for the completion of the said construction work. The building shall be for residential purpose or such other purpose as may be mutually decided by the parties hereto.
5. **THAT** the Developer/Contractor hereby agreed and covenant with the Owners to complete the construction of the new building within 24(twenty) months from the date of building plan sanction by the K.M.C. with taking over the vacant possession of the said plot of land. Time of construction shall be the essence of the contract. The stipulated period may be extended up to 6(Six) months if situation so arises. The Landowner's allocation to be delivered within the stipulated period from the date of sanctioning plan of the said building subject to the peaceful possession of land handover by the Owners to the Developer/Contractor .
6. **THAT** the after obtaining the sanctioned building plan from the K.M.C., both the parties herein agreed to execute an additional supplementary Agreement for the actual confiscation of Owner's allocation as well as Developer's allocation if required.
7. **THAT** the Owners shall answer and comply with all requisitions made by the Advocates of the Developer/Contractor for establishing the title of the Owners to the premises and shall make out a marketable title but notwithstanding the same, the Owners shall remain liable to rectify all latent defects in the title, at their own costs and expenses.
8. **THAT** the Developer/Contractor shall be entitled to occupy and use the entirety of the premises subject to the terms of this agreement for the duration of the project.

10/01/2017 11:11:17 AM  
Samar Ghosh  
202 room 8

Contd....P/13

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sumit Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samal Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

9. THAT the Developer/Contractor shall be entitled to use the premises for setting up a temporary site office and/or quarters, for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the Project and post its watch and ward staff.

In connection with the aforesaid, it is agreed and clarified as follows :-

1. THAT the plan of the Building shall be got prepared by the Architect at the cost of the Developer /Contractor.
2. THAT the Developer/Contractor shall cause such changes to be made in the plan as the Architect may approve and/or as shall be required by the concerned authorities from time to time PROVIDED HOWEVER in so far as the Owner's Area is concerned, such changes shall be made only after written consent from the Owners.
3. THAT the Developer/Contractor shall be at liberty to do all works as the required for the Project and to utilise the existing water, electricity in the Premises, at its own cost and expenses.
4. THAT the Developer/Contractor shall have the right to obtain temporary connection of utilities for the Project and the Owners shall sign and execute all papers and documents necessary thereof.
5. THAT all costs, charges and expenses for preparation of the plan and construction of the building and/or development of the premises, SAVE as otherwise mentioned herein, shall be borne and paid by the Developer/Contractor exclusively .
6. THAT the Developer/Contractor shall demolish the existing old building of his own cost and expenses and the materials of the demolished of the said building will be sold by the Developer/Contractor and be appropriated by his.

Contd....P/14

*Samir Ghosh*  
SAMIR GHOSH as a  
Constituted Attorney of  
Sunit Chandra Chowdhury  
& Sonia Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

7. **THAT** the Owners and the Developer/Contractor shall be entitled absolutely to their respective areas and shall be at liberty to deal otherwise in any manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the Ownership flat schemes. They will also be at liberty to enter into Agreements for sale of their respective areas SAVE THAT the Owners shall adopt the same covenants as the Developer /Contractor may adopt in its Agreement .
8. **THAT** the Owners herein shall allow the Developer herein to stock all building materials within the said land at it's own cost & expenses and to take all steps for protection of the same. The Developer herein, subject to the aforesaid terms, shall have the full right & authority to enter into any Agreement for Sale, in respect of the Developer's portion/Developer's flats, out of the proposed building, excluding the Land Owners' Allocation.
9. **THAT** the Developer herein shall also be entitled to take earnest money as advance as well as full consideration money, from any intending Purchaser/s, in respect of the flat/s and other space/s of the building, being the Developer's Allocation, more-fully described in the Schedule hereunder written and will also remain eligible to issue necessary receipt for the same. The Land Owners herein shall not raise any question or any objection against sale of such flat and/or other spaces. The Land Owners herein also have the right to sell, transfer their allocation of flat/s and other space/s of the building, being the Land Owners' Allocation, as more fully described in the Schedule "B" hereunder. The Developer herein shall not raise any question or any objection against sale or transfer of such flat and/or other spaces out of the Developer's Allocation.
10. **THAT** if required, the Owners herein shall remain bound to execute Agreement/s & Conveyance/s for sale or transfer concerning the Developer's Allocation.

1990-1991  
Yearbook  
Yearbook  
Yearbook  
Yearbook  
Yearbook

Contd....P/15

Samar Ghosh  
SAMAR GHOSH & A  
Constituted Attorney of  
Sumit Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

11. THAT it has been agreed by & between the Parties herein that the prospective purchaser/s in respect of the Developer's Allocation may avail loan from any bank and/or any financial institution by creating equitable mortgage, in respect of his/her/their purchasable property, out of the Developer's allocation and in that respect the Owners will not raise any objection, rather if necessary will co-operate with the parties, for the materialization of the same.
12. THAT in case of death of any of the parties under this Agreement, the legal heirs and/or successors will be substituted as the Party and he or she or they will be bound to regard and fulfill the terms & conditions set forth in the instant Agreement.
13. THAT it is to be mentioned here that each & every document in respect of the instant Project will be prepared & registered by the Learned Advocate of the Developer herein and the necessary fees etc. will be provided by the respective Purchaser/s and till such situation the Developer will carry out the expenses except the portion of the Land Owners' Allocation.
14. THAT it is to be specifically mentioned here that any Supplementary Agreement in connection with this agreement or with this Project, if executed subsequently by & between the Parties herein, the same should and must be considered as the part & parcel of the instant Agreement.

**It is further clarified as follows :-**

1. THAT the Developer/Contractor will provide electricity connection for the entire Building of the Owner's Area and each apartment shall have separate WBSEB meter, cost of which shall have to be borne by the Owner/s individually. Farther that the Developer /Contractor provide one separate WBSEB meter to the Owner's allocation only one Flat.

RECEIVED  
TO WITNESS  
SUNIL CHANDRA CHOWDHURY  
SOMA DAS  
2013-01-10

Contd....P/16

*Samir Ghosh*  
SAMIR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samal Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

2. **THAT** all municipal rates, taxes and outgoings, including area in respect of the Premises, if due till the date of delivery of vacant and peaceful possession to the Developer/Contractor shall be for and to the account of the Owners and thereafter the same shall be borne and paid by the contractor, till the completion of the Project and handover the Owners allocated area and thereafter the same shall be borne and paid by the Unit owners, to the extent of their respective areas.
3. **THAT** the Owners shall at the request of the Developer /Contractor, grant to the Developer/Contractor and/or his nominees/s Power of Attorney, authorizing the Developer /Contractor to do all sets as be necessary for a the Project and/or in pursuance thereof and/or on behalf of the Owners. However, the Owners shall, from time to time, grant such further Powers of authorities to the Developer/Contractor and/or to his nominee/s concerning this project, for a the contractor's doing the various works envisaged hereunder, the construction of the Building and/or portions thereof and receiving all amounts in pursuance thereof.
4. **THAT** the Developer/Contractor shall indemnify and keep the Owners indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer /Contractor in pursuance of the authorities granted as aforesaid.
5. **THAT** the powers and/or authorities granted as aforesaid shall remain irrevocable during the subsistence thereof.
6. **THAT** all consideration cost will be borne by the Developer/Contractor and no liability on account of construction cost will be charged from Owner's allocation.
7. **THAT** the Developer/Contractor will construct the Building as per Specification contained in Schedule and shall use standard materials.

Contd....P/17

*Samal Ghosh*  
SAMAL GHOSH as a  
Constituted Attorney of  
Sunil Chandra Choudhury  
& Sonia Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
S. Nil Chandra Chowdhury  
& Soma Das

8. THAT the Owners shall have no right over the ground floor, as the ground floor the Developer's Allocation only should be used for commercial purpose by the Developer and the Developer shall have right to raise further construction over the ground floor, with all rights, to sell, transfer, mortgage, let out and the Owners shall have no right to make any objection against the commercial activity of the Developer and construction over the ground floor the Developer's Allocation.
9. THAT the Owners shall not have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the other parts or portions of the said property and the building excepting the interest for acquiring the undivided share in the said property representing the said Owner's Allocation and excepting the common areas like staircase, landings, drive ways, roof of the building, passages etc. It is hereby clarified that the Owners shall have no right, title or interest over the open space and constructed area not allotted to them and nor specifically marked for common passage, parts, use, facilities and benefits.
10. THAT if the Developer/Contractor deviation in construction of a new building then the Developer /Contractor regularizes as per K.M.C. building Rule and the completion certificate is obtained from the K.M.C. and all cost for regularisation paid by the Developer /Contractor.
11. THAT if during the period of demolition of the building and construction of a new building thereto any objection, obstruction, injunction or litigation arises in respect of demolition or construction or if any injunction or litigation is imposed and instituted by any neighbor of the locality or by the Owners or occupiers of the adjacent building then the Developer /Contractor will take all responsibility to deal with the same and bear all legal and other expenses and the Owners will not bear any expenses for the same.

Contd....P/18

*Samal Ghosh*  
SAMAL GHOSH AND  
Constituted Attorney of  
Sunit Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

12. THAT the Owners shall give such co-operation to the Developer /Contractor and sign such papers, confirmations and/or authorities as may be reasonable required by the Developer /Contractor, from time to time, for the Project, at the costs and expenses of the Developer /Contractor.
13. THAT the Developer/Contractor shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing dues as and from the date of handing over possession of the said premises.
14. THAT the Owners and the Developer/Contractor shall punctually and regularly pay for their respective allocation the said rate of taxes etc. to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer/ Contractor.
15. THAT the Owners shall not do any act deed or thing whereby the Developer/ Contractor shall be prevented from construction and completion of the said building.
16. THAT the Owners herein shall hand over to the Developer herein, after execution of this Agreement, all the Documents of Title and other Papers & Documents relating to the Premises under this Project, against issuance of a proper receipt for the same by the Developer herein and will remain obliged & responsible to produce all other necessary documents, whenever & wherever required, to enable the Developer herein to give inspection to the Municipal Authority or any other Authority or persons for the purpose of anything relating to the construction and to prepare Agreement/Deed of Sale of flats with the intending Purchaser/s etc.
17. THAT in this context it must be mentioned here that the Developer will remain liable to return all the Original Documents, in relation with the instant Project, to the Owners and/or to the Competent Authority of the Owners' Association (to be formed), after the completion of the Project as also only after disposing off the entire allocation of the Developer.

Contd....P/19

*Samal Ghosh*  
SAMAL GHOSH as a  
Constituted Attorney of  
Sandip Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

18. **FORCE MAJEURE**:- The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the "Force-Majeure" and shall be suspended from the obligation during the duration of the "Force-Majeure", "Force Majeure" shall mean flood, earthquake, riot, war, storm, tempest, civic commotion, which is beyond the control of the parties hereto.

19. All disputes and differences between the parties herein in any way relating to this Agreement and/or arising out of the provisions hereof shall be settled mutually on failure thereto as per provision of the Arbitration and Conciliation Act, 1996.

20. That the Owners herein is at liberty to sue the Developer /Contractor for specific performance of contract and the Developer/Contractor also is at liberty to sue the Owners for specific performance of contract if the situation so arises.

**THE SCHEDULE "A" ABOVE REFERRED TO**

(i.e. the entire premises )

**ALL THAT** piece or parcel of LAND measuring or containing by the total area has become more or less measuring 3 (Three) Cottahs and 5 (Five) Chittacks , together with two storied building standing thereon having Ground floor measuring 600 square feet more or less and First floor measuring 500 square feet more or less standing thereon lying and situated at Mouza - Bansdroni, J.L. No: 45, E.P. No.8, C.S. Plot No.331/2777 (P),P.S. Regent Park , P.O. Bansdroni, within the limited of Kolkata Municipal Corporation Ward No. 113, being K.M.C. Premises No. 138, Benoy Pally, locally known as postal Premises no. E-P-8,Benoy Pally, Kolkata-700070 within the District South 24-Parganas, West Bengal, the property is - butted - and bounded in the manner following:-

Contd....P/20

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

:: 20 ::

ON THE NORTH : By 6'(feet) Wide Road;  
ON THE SOUTH : By 8'(feet) Wide Road;  
ON THE EAST : By E.P.7;  
ON THE WEST : BY 18'(feet)Wide Road.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation)

The Building is constructed Ground + Three storied and the Owners have their share as follows:

A) said Owners will get as follows:-

- 1) That the entire 2nd floor.
- 2) That the 50% or  $\frac{1}{2}$  of the total area at the 3<sup>rd</sup> floor, front side .
- 3) That One flat measuring 400 Sq.Ft. more or less Super built up area, back side , for tenant. Provided that expenses for constriction of said 400 Sq.Ft. more or less Super built up area ,back side ,for tenant ,will be bear or paid by the Owners and the Developer equally i.e. 50:50 ratio and the Owners will pay to the Developer 50% expenses for constriction of said 400 Sq.Ft. more or less Super built up area ,back side ,for tenant at the time of possession handover to the Owners as their allocation.
- 4) That rest of the ground floor area or Car Parking Space at the Ground Floor will be divided between the Owners and the Developer equally i.e. on 50:50 ratio

B) CASH CONSIDERATION:

That the Developer herein shall pay to the Owners the monthly rent for 24 (twenty four) months from the date of building plan sanction by the K.M.C. and In case any unforeseen circumstances may be arise then and in that case

400 + 75% is

Contd....P/21

*Samir Ghosh*  
SAMIR GHOSH as a  
Constitutes attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....
26 APR 2017
ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS.

*Samir Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

another 6(Six) months will be extended and accommodation of a temporary rented place shall be provided for a sum of Rs.5,000/- (Rupees five thousand) only more or less per month for this temporary shifting from the said place, till the possession of Owner's allocation on the proposed building will be delivered as Owner's or their allocation.

NOTES:

1. The flats shall be completed and finished in a habitable condition with connections of water, drainage and electricity.
2. It is provided that excess or short in measurement to reach the said ratio will be adjusted by money consideration at the rate of the market value available at the material time.

**THE SCHEDULE "C" ABOVE REFERRED TO**

**(The Developer/ Contractor's Allocation)**

The Developer/Contractor will get the remaining all constructed areas of the building sanctioned by Kolkata Municipal Corporation as the Developer's allocation of the said Building except the Owner's allocations .The said Developer/Contractor will get as follows:-

- 1) That the entire 1st floor .
- 2) That the 50% or  $\frac{1}{2}$  of the total area of the 3<sup>rd</sup> floor, back side.
- 3) That except one flat measuring 400 Sq.Ft. more or less super built up area ,back side for tenant, rest of the ground floor area or Car Parking Space at the Ground Floor will be divided between the Owners and the Developer equally i.e. on 50:50 ratio.

Contd....P/22

*Samar Ghosh*  
Samar Ghosh as a  
Constituted Attorney of  
Sudip Chandra Chowdhury  
& Samia Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**(Specification of the construction work)**

**FOUNDATION:**

The Building is designed on R.C.C. footing and frame as approved by the Kolkata Municipal Corporation.

**WALL:** All the external all wall and internal partition walls shall be made as per specification of sanction plan approved by the Kolkata Municipal Corporation.

**INTERNAL FINISH:** High quality plaster of paris over cement plaster.

**EXTERNAL FINISH :** paints over sand plaster.

**WINDOW :** All the windows shall be made of aluminum frame with integrated grill along with fully glassed shutters fitted with aluminum stay and handle.

**DOOR :** All Door made with sal wood frame with flush doors, door eye and lock at Main door.

**ROOMS/ VERANDAH :** Flooring with Marble.

**KITCHEN :** Flooring with Marble platform with Black stone tiles fittings upto 2' height top of the black stone.

**TOILETS :** Flooring with Marble.

**WATER SUPPLY :** continuous water supply through Semi under ground reservoir, from K.M.C. supply.

**PLUMBING SERVICE:** all Plumbing Service shall be made as per specification of sanction plan approved by the Kolkata Municipal Corporation

**ELECTRICAL FINISH:** shall be made as per specification of sanction plan approved by the Kolkata Municipal Corporation.

**GENERAL :** All the internal approach roads/ passage shall be cement concreted and /or brick soling with flush pointing. The Boundary wall of

Contd....P/23

*Samar Ghosh*  
SAMAR GHOSH A.I.A.  
Authorized Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

1.2m height in all sides shall be provided with brick work with both sides plastered. Necessary grill gate/s shall be provided with boundary wall. A septic tank, a semi-under ground reservoir, an overhead tank, a pump & motor, all of appropriate capacity, shall be installed or constructed as per instruction of the Engineer-in-Charge. Drains & sewerage lines shall be connected to the K.M.C. duct. The exterior surface of the entire building & the boundary wall above dado shall be painted with decorative cement paint. Each apartment shall have separate meter of the West Bengal State Electricity Distribution Co. Ltd.(WBSEDCL) authorities, cost of which shall have to be borne by the Owner/s individually. The motor pump, overhead tank etc. shall be placed at the discretion of the Engineer-in-Charge. The septic tank shall be constructed as per K.M.C. approved plan/direction of the Engineer-in-Charge.

**ADDITIONAL/ALTERATION/ EXTRA WORK :** N.B. Any thing extra/any additional work(s) will be done as per parties requirements, extra cost and payment should be made on or before execution. Any addition , alteration or extra work sought by the Owners is subject to approval of the Engineer-in-Charge and the estimated cost for the same shall be paid by the owner/s to the developer in advance.

The Developer herein will remain eligible to make additions & alterations at the time of construction of the building considering the Sanction Plan but that should be as per the Building Rules as in or will be in operation subject to re-sanction and/or regularisation of the same from the completed Authority of the K.M.C.

Contd....P/24

*Samar Ghosh*  
SAMAR GHOSH is a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samal Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

THE SCHEDULE "E" ABOVE REFERRED TO

(Common Areas and Facilities)

1. Common paths, passages and main entrances to the Premises and the Building.
2. Common Boundary walls and main gate. Drainage and Swerage and all pipes and other installations for the same (except only those as are installed within the exclusive area of any Unit and / or exclusively for its use. Stair cases, stair case landings and/or midland on all floors in the Building (except the room). Water Pumps, water reservoir, water tanks and all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any Unit) on and / or to and / or in respect of the Building.
3. Low tension and / or High tension electrical installations and its room (if any) and all electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
4. Such other common parts, equipments, installations, fittings, fixtures and spaces in or about the land and the Building as are necessary for passage to and / or user of the Units in common by the Co-Owners but expressly excluding the roof and / or terrace and parapet walls of the Building.

THE SCHEDULE "F" ABOVE REFERRED TO

(Common Expenses)

1. The Costs expenses and out goings and obligations for which all purchaser and Owner are to contribute proportionately.
2. The expenses for maintaining, repairing, maintaining roof and re-decorating and renewing the structure and in particular the drainage system, sewers, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the "C" schedule hereto .
3. The expenses of repairing, maintaining, white washing and colour washing, the main structures of the building, including the building and also the common areas of the building described in the said "C" schedule above written.

Contd....P/25

*Samuel Ghosh*  
SAMUEL GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

4. The cost of cleaning and lighting the entrances of the building the passage and spaces around the building corridors, stair case and other common areas. Cost of cleaning the exterior of the premises.
5. Building taxes and other taxes whatsoever as may be found payable on account of the said building.
6. All expenses of common services and is common with common parts and facilities.
7. Such expenses as are necessary for or incidental to the maintenance and up keeping of the premises and of the common areas facilities and amenities.
8. Ultimate roof will be used jointly with other Co-owners of the said building and maintenance and repairing charges of the ultimate roof will be borne by the purchaser with the other Co-owners and Purchaser proportionately.

**THE SCHEDULE "G" ABOVE REFERRED TO**

(Common Expenses For Common Purpose Separately Payable)

1. The Purchases/Unit Owners shall on or before the date of delivery of possession shall deposit with the Developer the following accounts for the following purposes (each flat). The exact amount of expenses will be notified later on.
2. Security Deposit for electric connection to the said unit and/or the building.
3. Transformers (if any).
4. For common expenses equivalent to two years expenses (estimated).

Contd.....P/26

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunit Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above written.

**EXECUTED AND DELIVERED BY THE OWNERS AT KOLKATA  
IN THE PRESENCE OF:**

**WITNESSES:**

1) Bimal Kumar Biswas  
9th Lane Vidyasagar Park.  
Rajarhat Road.  
Kolkata - 700070

Sunil Ch. Chowdhury

Soma Das.

(SIGNATURE OF THE OWNERS)

2) Gesta Gopan Manna  
224A, No. S.C. Bose Road  
Kolkata - 700047

Samal Ghosh

(SIGNATURE OF THE  
DEVELOPER/ CONTRACTOR)

Drafted by me as per directions of  
the parties hereto and read over, explained:-

Asim Kumar Jana

(ASIM KUMAR JANA)

ADVOCATE

High Court, Calcutta.

(Enrolment No.- F-576/553/2000 now WB/663/2000)

COMPUTER PRINTED BY :

Gesta Gopan Manna

Samal Ghosh  
SAMSAR GUPTA & CO  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADOL DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
--	-------	------------------------	---------------	-------------	--------------

left hand					
right hand					

*Sunil Ch. Chowdhury*

Name...SUNIL CHANDRA CHOWDHURY.

Signature...*Sunil Ch. Chowdhury*



	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
--	-------	------------------------	---------------	-------------	--------------

left hand					
right hand					

Name.....*SOMA DAS*.....

Signature.....*Soma Das*.....

	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
--	-------	------------------------	---------------	-------------	--------------

left hand					
right hand					

Name...S. P. A. R. Ghosh.....

Signature...*S. P. A. R. Ghosh*.....

	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
--	-------	------------------------	---------------	-------------	--------------

PHOTO	left hand				
	right hand				

Name.....

Signature.....

*Samal Ghosh*

SAMAL GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das



Signature.....

26 APR 2017

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

Govt. of West Bengal  
 Directorate of Registration & Stamp Revenue  
 e-Challan

GRN: 19-201718-000072407-2  
 GRN Date: 04/04/2017 18:56:19  
 BRN: 100420170014666

Payment Mode Counter Payment  
 Bank: Oriental Bank of Commerce  
 BRN Date: 10/04/2017 00:00:00

DEPOSITOR'S DETAILS

Name: SAMAR GHOSH  
 Contact No.:  
 E-mail:  
 Address: 3B SITARAM ROAD, KOLKATA-700070  
 Applicant Name: Mr Asim Kumar Jana  
 Office Name:  
 Office Address:  
 Status of Depositor: Buyer/Claimants  
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Payment No 2

Id No.: 16051000105056/2/2017  
 [Query No./Query Year]

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16051000105056/2/2017	Property Registration- Registration Fees	0030-03-104-001-16	21
2	16051000105056/2/2017	Property Registration- Stamp duty	0030-02-103-003-02	7020
Total				7041

In Words: Rupees Seven Thousand Forty One only

Sumit Ch. Chowdhury

Samar Ghosh

Soma Das

Samar Ghosh  
 SAMAR GHOSH as a  
 Constituted Attorney of  
 Sumit Chandra Chowdhury  
 & Soma Das

### Major Information of the Deed

Deed No :	I-1605-02267/2017	Date of Registration	26/04/2017
Query No / Year	1605-1000105056/2017	Office where deed is registered	
Query Date	30/03/2017 12:44:29 PM		A.D.S.R. ALIPORE, District: South 24-Pargan
Applicant Name, Address & Other Details	Asim Kumar Jana High Court, Thana: Hare Street, District: Kolkata, WEST BENGAL, Mobile No: 98300/4190, Status: Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement: 2]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 41,37,502/-	
Stampduty Paid (SD)		Registration Fee Paid	
Rs. 7,120/- (Article 48(g))		Rs. 21/- (Article E, E)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Ur area)		

#### Land Details :

District: South 24-Parganas, P.S.: Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Binoy Pally Road, Premises No: 138, Ward No: 113

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		3 Katha 5 Chatak	1/-	33,12,502/-	Width of Approach Road: 18 Ft,
	Grand Total :				5.4656Dec	1/-	33,12,502/-	

#### Structure Details :

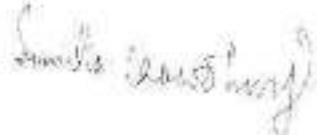
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1100 Sq Ft	1/-	8,25,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 600 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Total : 1100 sq ft 1/- 8,25,000/-

#### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature	Photo	Fingerprint	Signature
1	<p>Name Mr Sunil Chandra Chowdhury (Presentant) Son of Late Satish Chandra Chowdhury Executed by: Self, Date of Execution: 18/04/2017 Admitted by: Self, Date of Admission: 18/04/2017, Place: Office</p> <p>18/04/2017</p> <p>18/04/2017</p> <p>18/04/2017</p>			

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

2

**Name**

**Photo**

**Fingerprint**

**Signature**

**Mrs Soma Das**

Wife of Mr Debabrata Das  
Executed by: Self, Date of Execution: 18/04/2017  
Admitted by: Self, Date of Admission: 18/04/2017, Place: Office



18/04/2017

L1

18/04/2017

*Soma Das*

18/04/2017

167 Sarat Pally Jayashree Kalitala, P.O:- Bansdroni, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ALTPD5578M Status: Individual

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<p><b>Mr Samar Ghosh</b> Son of Late Phanimohan Ghosh Executed by: Self, Date of Execution: 18/04/2017 Admitted by: Self, Date of Admission: 18/04/2017, Place: Office</p>			<i>Samar Ghosh</i>

Son of Late Phanimohan Ghosh Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADYPG2333F Status: Individual

18/04/2017

**Identifier Details :**

**Name & address**

Mr Gosta Gopal Manna  
Son of Mr Radha Nath Manna  
224A N. S. C. Bose Road, P.O:- Naktala, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN 700047, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr Sunil Chandra Chowdhury, Mrs Soma Das, Mr Samar Ghosh

18/04/2017

*Gosta Gopal Manna*

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Sunil Chandra Chowdhury	Mr Samar Ghosh-273281 Dec
2	Mrs Soma Das	Mr Samar Ghosh-273281 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr Sunil Chandra Chowdhury	Mr Samar Ghosh-550 Sq Ft
2	Mrs Soma Das	Mr Samar Ghosh-550 Sq Ft

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

Endorsement For Deed Number: I - 160502267 / 2017

On 30-03-2017

**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 41,37,502/-

*Chowdhury*  
Amitava Chanda

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 18-04-2017

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

Presented for registration at 11:06 hrs on 18-04-2017, at the Office of the A.D.S.R. ALIPORE by Mr. Sunil Chandra Chowdhury, one of the Executants

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

Execution is admitted on 18/04/2017 by 1. Mr Sunil Chandra Chowdhury, Son of Late Satish Chandra Chowdhury, 1: Dum Dum Park, P.O: Dum Dum Park, Thana: Lake Town, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Retired Person, 2. Mrs Soma Das, Wife of Mr Debabrata Das, 167 Sarat Pally Jayashree Kalitala, P.O: Bansdroni, Thana: Regent Park, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 3. Mr Samar Ghosh, Son of Late Phanimohan Ghosh, 38 Sitaram Road Bansdroni Kalibari, P.O: Bansdroni, Thana: Regent Park, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business

Identified by Mr Gosta Gopal Manna, Son of Mr Radha Nath Manna, 224A N. S. C. Bose Road, P.O: Naktala, Thar Jadavpur, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by by online - Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/04/2017 12:00AM with Govt. Ref. No: 19201718000724072 on 04-04-2017. Amount Rs. 21/-, Bank: Oriental Bank of Commerce ( ORBC0100392), Ref. No. 100420170014666 on 11-04-2017, Head of Account 0030-03 104-001-16

*Samar Ghosh*

SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das

**ment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by by online - Rs. 7,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/04/2017 12:00AM with Govt. Ref. No. 192017180000724072 on 04/04/2017, Amount Rs. 7,020/-, Bank Oriental Bank of Commerce ( ORBC0100392), Ref. No. 100420170014666 on 11/04/2017, Head of Account 0030-02 103-003-02

*[Signature]*  
Amitava Chanda

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
South 24-Parganas, West Bengal

On 26-04-2017

**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 4/ (g) of Indian Stamp Act 1899

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/- Description of Stamp

1. Stamp Type: Impressed, Serial no 2873, Amount: Rs.100/-, Date of Purchase: 24/10/2016, Vendor name: S Kr Dey

*[Signature]*  
Amitava Chanda

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
South 24-Parganas, West Bengal

*Samar Ghosh*

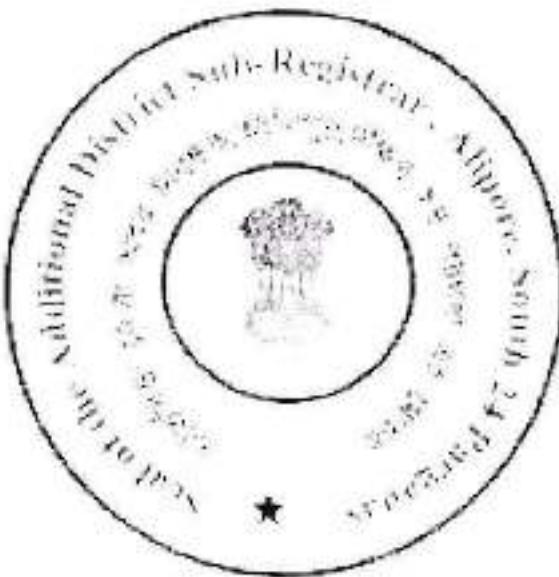
SAMAR GHOSH as a  
Constituted Attorney of  
Suniti Chandra Chowdhury  
& Soma Das

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2017, Page from 58108 to 58141

being No 160502267 for the year 2017.



Digitally signed by AMITAVA CHANDA  
Date: 2017-04-27 13:17:50 +05:30  
Reason: Digital Signing of Deed.

(Amitava Chanda) 27-04-2017 13:17:49

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

West Bengal.

(This document is digitally signed.)

*Samar Ghosh*  
SAMAR GHOSH as a  
Constituted Attorney of  
Sunil Chandra Chowdhury  
& Soma Das