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পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

A 835326

A 835326

Satyalekha Choudhury  
Shyamal Ghosh

Shyamal Ghosh  
31-5-13  
Rita Ghosh

DEVELOPMENT AGREEMENT

THIS INDENTURE OF DEVELOPMENT AGREEMENT made on this the 31<sup>st</sup> day of May, Two Thousand Thirteen BETWEEN (1) SRI SHYAMAL KUMAR GHOSH (2) BITU GHOSH (3) SMT. NUPUR GHOSH (4) SHUVANKAR GHOSH ~~and Tumpa~~ (5) MS. TUMPA GHOSH age 16 years, 3 to 5 are wife, son and daughter of Late Tutu Kumar Ghosh son of Late Bhoot Nath Ghosh No.4 & 5 represented by their natural guardian and mother Smt Nupur Ghosh (6) SMT. CHAMPA GHOSH, wife of Sri Ratan Ghosh daughter of Late Bhoot Nath Ghosh, all are by faith Hindu, by occupation Land Holder, residing at of No.13/2, Seals Garden Lane, P.S. Cossipore, Kolkata - 700002, hereinafter referred to as the "OWNERS"

41613

BISWANATH GHOSH  
ADVOCATE

NAME: HIGH COURT, CALCUTTA

ADD:.....

.....

29 MAY 2013

SURANJAN MUKHERJEE

Licensed Stamp Vendor

C. C. Court

2 & 3, K. S. Roy Road, Kali-1

29 MAY 2013

29 MAY 2013

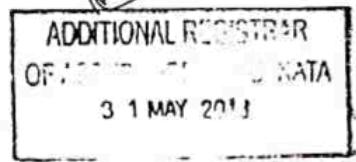
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Identified by me  
Biswanath Ghosh  
Advocate  
High Court, Calcutta

ADDITIONAL REGISTRAR  
OF SURANJAN MUKHERJEE  
31 MAY 2013

(which term or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successor, administrator, legal representatives and assigns) of the **FIRST PART AND SATYABRATA CHOWDHURY**, son of Late Sailendra Krishna Chowdhury, a Hindu businessman, residing at 106/C, Raja Dinendra Street, Kolkata -700004, hereinafter referred to as the "OWNERS" (which term or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successor, administrator, legal representatives and assigns) of the **SECOND PART.**

**WHEREAS** by an Indenture of partition dated 17th day of March, 1982 made between Sri Bibhuti Bhusan Ghose son of Dina Nath Ghose deceased of 35/B, Simla Road, Calcutta therein referred to as the **FIRST PART** and (1) **SM. ILLA GHOSE** (2) **SHYAMAL GHOSH** (3) **TAPAN GHOSH** (4) **RATAN GHOSH** (5) **TUTU GHOSH** (6) **BITU GHOSH** and (7) **KUMARI CHAMPA GHOSH** all are widow sons and daughter of Bhoot Nath Ghose son of Dinanath Ghose deceased of 35/B, Simla Road, P.S. Maniktala, Kolkata -700006 of the Second part therein by which the parties thereto have partitioned their joint properties that the First Part Bibhuti Bhusan Ghose became the absolute owner of the premises No. 35/B, Simla Road, P.S. Kounttala, Kolkata -700006 and the Second Part Smt. Illa Ghose and others became the absolute owner of Premises 36-C, Simla Road



and the said Deed of partition was duly registered in the office of Sub-Registrar Sealdah in Book No.1 , Volume no.3 pages 270 to 279 being No.132 for the year 1983.

**AND WHEREAS** said Ila Ghose died intestate in the year 1993 and one Son Tapan Ghosh died intestate as bachelor without any issue on 26<sup>th</sup> November, 2008 and another son Ratan Ghose died intestated 3.9.2001as bachelor without issue and other Son Tutu Ghosh died intestate on 26<sup>th</sup> December , 2008 leaving behind his wife Sm. Nupur Ghosh, one son Shuvankar Ghosh and one daughter Ms. Tumpa Ghosh as his heirs and legal successor of respective share in respect of the said property;

**AND WHEREAS** the owners herein became the absolute owner in their respective shares of the said property fully tenanted being No. 36-C, Simla Road, Kolkata as morefully ad particularly described in the schedule written hereunder with tenants schedule and hereinafter called the said property.

**AND WHEREAS** the owners duly applied for mutation their names in the Assessment records of the Kolkata Municipal Corporation and jointly desire to Develop the said tenanted property approached to the Developer to construct a new building by investing his fund, and to negotiate with the

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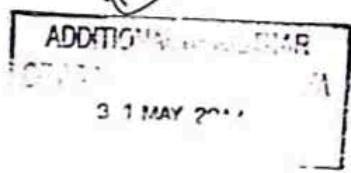
present tenant and occupiers in the said premises, by virtue of power of Attorney as hereinafter stated;

**NOW THESE INDENTURE WITNESSETH AND IT IS HEREBY AGREED BYD AND BETWEEN THE PARTIRES as follows :-**

**ARTICLE-I-DEFINITION:**

In this Agreement unless inconsistent with or repugnant to the subject or context:-

1. **THAT SAID PROPERTY** shall mean one storied brick built wall asbestos and tin sheds structures measuring about 4187 sq.ft. fully occupied by tenant messuage tenement and hereditaments together with land there unto belonging where on or on part where of the same is erected and building containing by measurement an area of 5 (five) Cottahs 13 (thirteen) Chittaks and 2(two) Sq.ft. more or less situate lying at and being Premises No.36-C, Simla Road, P.S. Manicktala, Kolkata - 700006, within the Municipal Limits of the town of Kolkata comprised in Holding Nos. 100, 101, 310, 98 and 6, Division Nos.2, Sub-Division No.14, in respect of the said Holding and Annual Revenue of Rs. 19.01 is made payable to Alipore Collectorate, under P.S. Manicktala, Sub-Registration Office Sealdah in the District- 24-Parganas, which is morefully and particularly described in the First Schedule hereunder written.



2. **PROPOSED BUILDING OR BUILDINGS** shall mean he Building or Buildings to be constructed at the said property by the Developers as per the sanctioned plan including the Car parking and other space intended for enjoyment of the said proposed new building or buildings or portion or apartments thereof.
3. **SAID UNIT** shall mean and include the Flats/Garages and other constructed saleable spaces.
4. **SAID PLAN** shall mean and include the plan fully sanctioned by the Kolkata Municipal Corporation for construction of the said building and/or the revised and/or modified and/or other plans as may hereafter be sanctioned by the said Municipality and other appropriate authorities and/or department.
5. **COMMON FACILITIES** shall mean and include corridors, stair cases, passage way, lifts (if needed) lobbies and other facilities including water pump, room spaces, water reservoir where suitable, service areas, electric room if any, generator room (if provided) and common toilet required for maintenance and/or management of the building intended for the common use by Occupiers of the units.

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6. **ROOF** : shall mean and include the roof of the said building on the top of the terrace.
7. **COMMON PROPORTIONATE EXPENSES** whereby any expenses or costs are mentioned to be borne or paid proportionately by the purchasers then the portion of the whole amount payable by the purchasers shall be in proportion to the area of the respective units of the several purchasers respectively.
8. **COMMON PURPOSE** shall mean and include the purpose of maintaining the said building and in particular the common parts as also meeting of the common expenses and matters relating to the mutual rights and obligations of the purchasers and the common use and enjoyment thereof.
9. **UNDIVIDED SHARE** shall mean the undivided proportionate variable imparable share or interest in the said property underneath the building to be constructed as also the common parts to be determined by the Developers at his absolute discretion taking into account total area to comprise in

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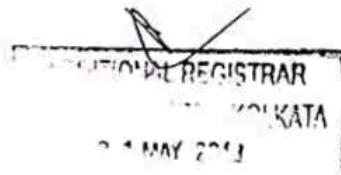
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the said unit agreed to be acquired by the Purchasers in relation to the total area of the said building.

10. **SUPER BUILT UP SPACE** shall mean the aggregate area comprised in the space in the building or buildings available for independent use and occupation together with the space required for corridors, lobbies, lift, walls, rooms, staircases, generator room (if provided) and other common areas in the building.
11. **AGREEMENT TO SELL** shall mean and include the agreement to be made between the Developer and intending Purchasers)/Buyer(s) for transfer of undivided proportionate, impartible share and/or interest in the said Building/ property with units, common parts and facilities.
12. **BUILDING PLAN** shall mean the sanctioned building plans duly sanctioned by the Kolkata Municipal Corporation and shall include all amendments and/or modifications thereon as may be made by consent of the parties hereto subject to the Rules and Regulations of the Kolkata Municipal Corporation.
13. **OWNER'S ALLOCATION** shall mean 33  $\frac{1}{3}$  % of the constructed area (600 sq.ft. more or less in each floor as

per the proposed building plan subject to any change to be made at the time of sanction of the said plan by the K.M.C. in each floor to be constructed as per the building plan to be sanctioned by the K.M.C. in the proposed G + 4 storied building and the proportionate undivided share in the land comprised in the said property and also the common areas and common facilities including proportionate undivided roof right and security deposit of Rs.5,00,000/- (Rupees Five lakh) only to be paid by the Developer to the Owners on the execution of this Agreement.

14. **DEVELOEPR'S ALLOCATION** shall mean 66  $\frac{1}{4}$ % of the constructed area in each floor to be constructed as per the building plan to be sanctioned by the K.M.C. in the proposed G + 4 stories building and the proportionate undivided share in the land comprised in the said property and also the common areas and common facilities including roof right . If the developer will get another sanction for the tenant, that will be the Developer allocation exclusively.
15. **EFFECT:** This Agreement shall remain valid for 42 (Forty Two) months from the date of execution of this agreement



and/or obtaining vacant possession of the land within which time the proposed building shall be constructed when the Owners allocation and the Developers allocation shall be allotted in the respective manner.

**ARTICLE - II RIGHT, TITLES AND INDEMNITIES:**

1. That the Owners shall immediately hand over all legal documents relating to the title of the land to the Developer and to undertake searching and help in acquiring soil test and other such relevant papers.
2. The owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the said property and every part thereof.
3. That the owners hereby declare that the said property is free from all encumbrances and is not charged and/or mortgaged nor there is any lien on the said property nor the said property is charged for payment of any dues and/or bodies or any creditors and the property is free from all encumbrances whatsoever. If however at a later stage, any discrepancies arise in the title of the land, the Developer shall be at liberty to forthwith stop construction and owners will be liable to compensate the Developers to the extent expenses have been incurred or are due. The



Developer shall also take such legal steps against Owners as they may deem fit and proper.

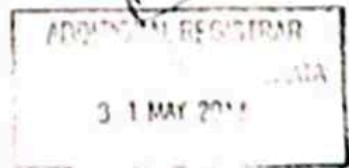
4. The owners agree to keep the Developer indemnified against any claim or demand in respect of the said property.
5. The owners declare that there is no proceedings initiated and pending by the K.M.C. or any other authorities regarding the construction to be constructed.
6. The Owners declare that the said property is not subject to any order or acquisition or requisition nor any part of the property is subject to road alignment.
7. The owners declare that there is no existing agreement regarding the development or sale of the said property and that all other agreement if any prior to this agreement have been cancelled and are being suppressed by this agreement and the owners agree to indemnify and keep indemnified the Developer against any or all claims made by any third party in respect of the said property herein under for which Developer is agreed to compensate in his own way.
8. That if for reasons as aforesaid for which owners are responsible, the construction of the building is stopped, it will be the liability of the Owners to repay the Developer to the extent expenditures/advances have been made along

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with suitable compensation for the loss and goodwill suffered by Developer.

9. That if for reasons as aforesaid for which owners are responsible, construction cannot be started and the project has to be kept suspended it will be the liability of the owners to repay the Developer to the extent expenditures /advances have been made along with suitable compensation for the loss and goodwill suffered by Developer.

10. If at any time the Developer shall commit breach of any of the terms and conditions herein contained and on the part of the Developer to be observed and performed then and in that event the owner shall give to the Developer a notice in writing calling upon the Developer to rectify and perform and observe the terms and conditions and if the Developer fail and neglect to rectify and/or perform or observe the same within stipulated time from the receipt of such notice then and in that event the other party shall be entitled to determine this agreement and upon determination the Developer shall be liable to vacate and make over the said property or any portion thereof excepting that the Developer shall be entitled to reimbursement of the costs charges and expenses actually incurred or spent lawfully by the Developer up to the date

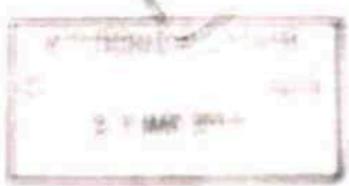


breach for the purpose of construction and erection of the said building for the purpose of construction and erection of the said building after adjustment of any redresses or other moneys received by the Developer from prospective purchasers or any other person for or on account of any matters or thing concerning the said property or the building or buildings to be constructed thereon.

#### ARTICLE III-

##### CONSTRUCTION AND SPACE ALLOCATION:

1. On the mutual consent of the owners and Developers, the Developers has agreed to undertake a scheme of development of the said property by raising and constructing ground plus four at or more upper storied new residential building thereon containing several independent flats or apartments or spaces as may be sanctioned by the K.M.C. and other requisite authorities and after completion of the construction of the proposed new building the Developer shall be entitled to dispose of entire proposed building excepting the owners allocation as aforesaid of the constructed area to be constructed in any manner it may choose the built up flats, apartments and spaces to any



intending purchasers hereof as may be chosen and selected by the Developer.

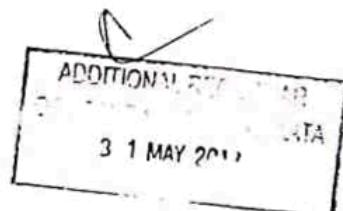
2. The owners shall be liable to deliver possession of the said property to the Developer to demolish the same for construction of the proposed new building as per building plan sanctioned by the K.M.C. The owners shall not have an claim on the salvage materials after demolition.
3. Upon construction of the building as aforesaid the Developer shall be entitled to take over his allotted portion including common areas and common facilities and owners shall be entitled to take over the allotted portion including common areas and common facilities.
4. In pursuance of the aforesaid the owners nominate constitute appoint are authorized the Developer to develop the said property by constructing a new multistoried building.
5. That the owners shall not be liable to contribute any amount to the Developer for the development of the said land and entire cost/expenditure the development shall be arranged by the said Developers at his own cost and for the said purpose the Developer shall be entitled to enter into agreement with the intending Buyers/Purchasers of undivided proportionate



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indivisible share of land with construction by the Developer and accordingly shall be entitled to take and/or receive any advance in respect of the construction of the building.

6. That the Developer shall be entitled to make advertisements hang up advertisement boards upon the said property and do such other things as might be required for the purpose of sale of his allotted portion in the said premises to be constructed without in any way prejudicing the interest of the owner.
7. The owners shall be exclusively entitled to the owners allocation with exclusive right to transfer or otherwise deal with or dispose off the same and the Developer shall not have any right claim or interest whatsoever therein or any art thereof and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the owners allocation subject to what is provided in this agreement.
8. The Developers shall be exclusively entitled to the Developers allocation with exclusive right to transfer or otherwise deal with or dispose off the same and the owner shall not have any right claim or interest whatsoever therein any part thereof and the owner



shall not in anyway interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's allocation subject to what is provided in this agreement.

9. The owners also doth hereby nominate constitute and appoint the Developer namely Sri Satyabrata Chowdhury son of Late Sailendra Krishna Chowdhury, residing at No. 106/C, Raja Dinnendra Street, Kolkata-700004 as their true and lawful attorney to act in the owners' names and on their behalf to acts, deeds and things:-

a) To appear, execute, present and admit execution Deed of Conveyance or Conveyances, Deeds of Transfer, Agreement for Sale before any competent Registration Authority for admission and completion of the same and sign all the necessary papers as may be required and to do all acts deeds and things which our attorney shall consider necessary for conveying the Developers allocation in the new Building and to receive all consideration amounts in respect thereof by granting valid receipts.

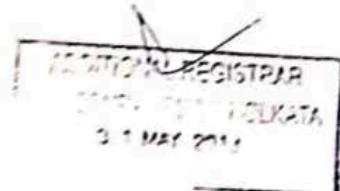


- b) To maintain the said property and also to negotiate with the existing tenants relating to maintenance of the said property.
- c) To sign, execute and submit all papers statement, undertakings, declarations and plans as may be required for having the sanctioned building plans modified and/or altered by the Kolkata Municipal Corporation.
- d) On our behalf to appear and to apply for clearances and services connection before appropriate authorities A(both sanitary and water) improvement Trust, K.M.C., K.M.D.A. CESC, Fire Brigade, Housing Board West Bengal and any local and all Government Offices and to sign on our behalf all necessary forms, applications, petitions and documents and apply for obtaining permit, license, permanent and temporary supply service as may be required relating to the said property.
- e) To receive refund of the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned building plans to any authority.
- f) To apply for and appear before the Kolkata Municipal Corporation for mutation of the said property and for assessment and/or re-assessment of municipal



rates and taxes in respect of the said property and also to sign on any documents for sanctioned plan or sanctioned building plan approved by the R.M.O. on our behalf by our said attorney.

- g) To commence, intimate, institute, file execute, defend any case, suit, appeal or legal proceedings in respect of the said property in case the said property is in anywise affected and/or hereafter and in connection therewith to sign, verify, affirm, present and file vakalatnama, warrant of attorney, plaint, petition including writ petition, affidavit, memorandum of appeal, letter or other necessary papers and documents or any description whatsoever in connection therewith in relating to the said property.
- h) To appear before any Judge, Court, tribunal, authority, officer including municipal office, collector's office, fire brigade office, police or other authorities and to do all things necessary in connection therewith in relating to the said property.
- i) To serve and accept service of summons, notices, warrants suphynas or other process of Court and authorities concerned including municipality and to do all things necessary in relating to the said property and engage or discharge any counsel, vakil, advocate,

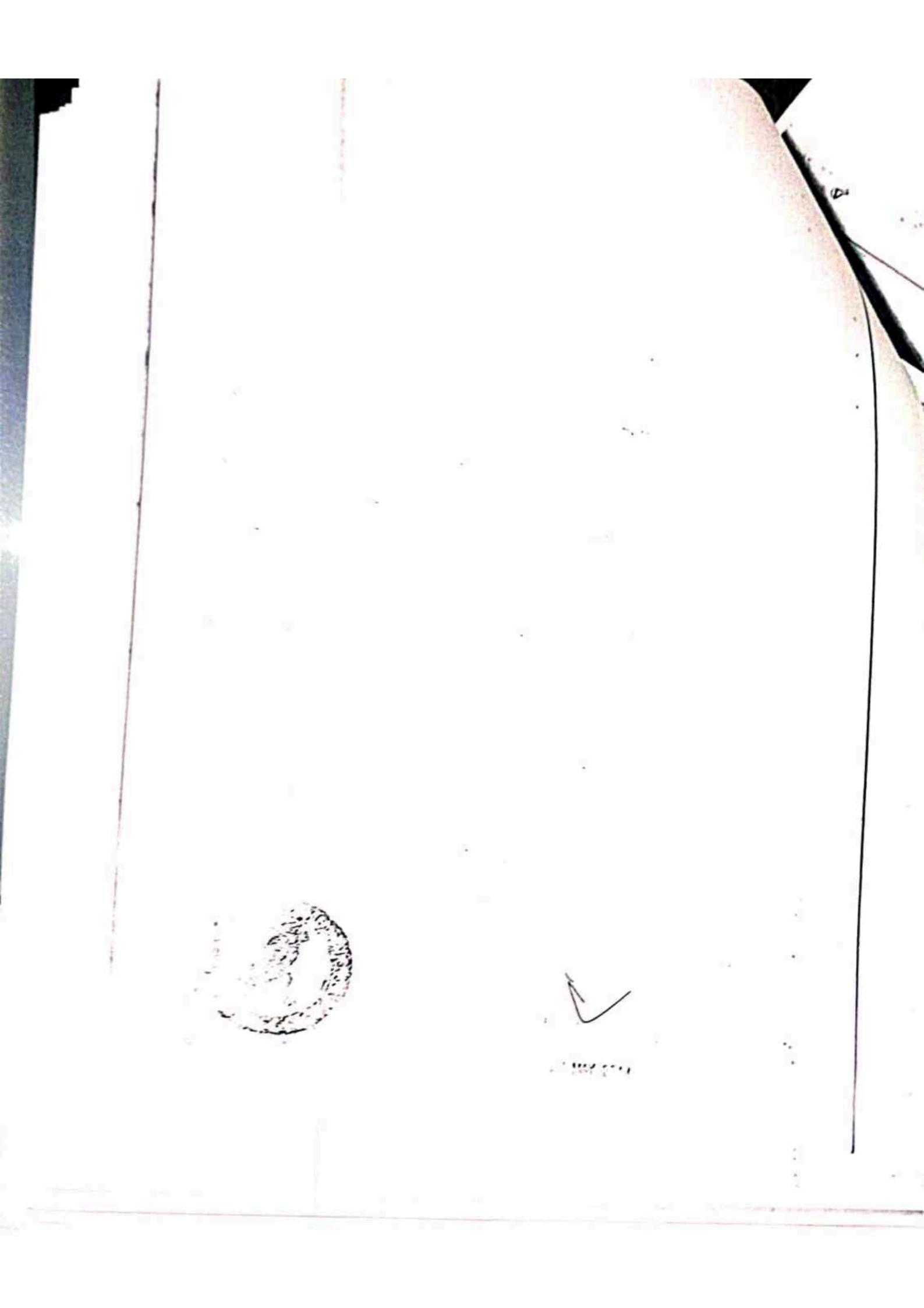


attorney, solicitor, agent, pleader and to conduct all proceedings and to pay costs, charges and expenses incurred in connection with the said property and to compromise and settle all or any of the actions, suits and other proceedings as the said attorney may deem fit and proper in connection with the said property.

j) On our behalf to negotiate on terms for and to agree with any purchaser and/or purchasers, lessee or lessees at such price which our attorney think fit and proper, to agree upon and to enter into any agreement or agreements for such sale or sales lease or leases and/or cancel and/or repudiated the same.

K) On our behalf to receive from the intending purchaser or purchasers for selling for grant of lease of the schedule property and to receive earnest money and/or advance or advances from the prospective purchasers and also the balance of consideration money and to give good valid receipt and discharge for the same and to execute and register Deed/s Agreement/s in favour of those prospective purchaser.

l) Upon such receipt as aforesaid to sign, execute and delivery any agreement or agreements, deed or Deeds of Sale, conveyance or Conveyances of a portion in favour



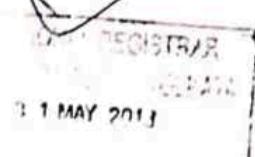
of such purchaser or purchasers or his/her nominees or nominees or assignee or assignees.

m) To present theforesaid deeds of Lease before the competent registering authority for registration thereof as well as admission of signature in our name and on our behalf.

AND to do all other acts deeds and things concerning the authorities hereby granted in respect of the said property which we could have done personally under own hands and seals if personally present.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatever our said Attorney shall lawfully do by virtue of these presents.

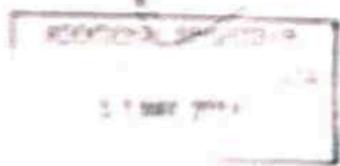
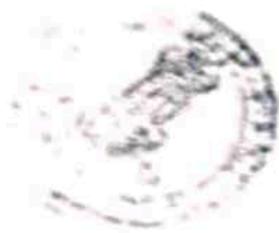
10. That the owners also shall execute a Registered General Power of Attorney in favour of the Developer to make such construction in the interests of both parties as per plan which will be sanctioned by the Municipal Authority or other relevant competent authorities and also for enabling the Developers to take advance money from the intending Buyers/Purchasers both the proportionate share of land and the cost of construction to proceed for the Electric Connection, Municipal Water



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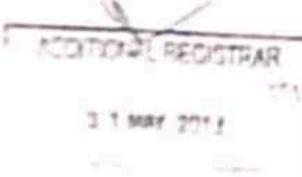
Connection and all allied matters relevant to the construction of the building to effectuate the work of development of the property and or making agreement for sale of the flats with the intending Buyers/purchasers. The Developers will be at liberty to negotiate, sell and execute sale deed. It will be obligatory on the part of the owners to sign on such papers of sale and registration whenever desired by the Developer.

11. That the owners if necessary agree to sign and execute from time to time plans, applications for layouts, subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned.
12. That the owner shall not object to any construction or laying of sewerage, drainage, water pipes, cables or other provisions made in accordance with the Municipal Law and scheme of construction of the said multi storied building.
13. That the owners shall be liable to pay all Municipal Taxes and other outgoing expenses in respect of the said property till the date of handing over the possession. The Developers will be liable to pay all Municipal Taxes and other outgoing expenses in respect of the said property from the date of possession



up to the validity two agreement and/or completion of the project as per this agreement in ratio of the proportionate share in the said property.

14. That the Developer shall pay a security deposit amounting to Rs.5,00,000/- (Rupees five lakh only) at the time of execution of this agreement. The said amount of Rs.5,00,000/- will be returned by the Owners to the Developer on completion of the project and/or completion of the validity of this agreement or adjusted from their 33  $\frac{1}{3}$  % share of allocation at a rate of Rs. 3,000/- per square feet. The owners so desire can sell their 33  $\frac{1}{3}$  % allocation through the Developer at a rate of Rs.3,000/- per square feet.
15. That the Developer shall be authorized to apply for the Electric Connection, Water, Sewerage, Telephone Connection and to do all such acts and deeds as the developer may deem fit and necessary for the efficient and speedy completion of the development project.
16. That the owners shall not be entitled to raise any objection to the acts or the deeds done by the developer for the speedy development and construction work and also not be entitled to object to the Developer to arrange for the intending Buyers on the basis of developer's allotted portion and the owners shall



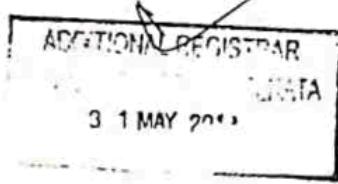
agree to execute any further documents and/or issue letter of confirmation of Sale and/or agreement of sale whenever to be required by the developer at any time during the completion of the scheme.

17. That the nature of the construction will be made as per standard construction norms prevailing in the market.

18. That the second party shall be entitled to arrange for any necessary funds from any financial institutions and/or Nationalized Bank and/or Private Financers for completion of there said building and for which the owner will not be liable in any way.

19. That if differences and disputes arising out of and relating to any matter herein is not settled at an amicable solution the same shall be solved amicably by joint sittings, failing which the matter will be referred to Arbitration or any competent Court.

20. That the developer shall complete the project within 42 months from the date of execution of this agreement subject to all legal and other formalities being completed and subject to Force Majeure circumstances within the meaning of the term.



21. That the term Force Majeure shall include Fire, Floor, Earthquake, Strom and other acts of God and/or similar circumstances beyond the control of the Developer.
22. That as specified and referred by land Owners the building will be of planned structure but totally subject to approval by the concerned authorities.
23. That it may categorically be noted that this agreement does not carry any monetary transaction with the developer.
24. That after completion of construction of the building the area <sup>mutually</sup> Developer shall allocate the respective proportionate share to the owners.
25. That the owners shall execute deed of conveyance /sale deed for the units in favour of the Developers and/or its nominees and/or the intending Purchasers/Buyers immediately on the request of the Developer.
26. That this agreement for development and construction is being made on the express understanding that the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and



construction and for this purpose the expenses that might be incurred would be borne by the Developer.

27. That the Owners hereby undertake to keep the Developer indemnified against all claims, demand, suit or proceedings of third party in connection with the said property against any act or deed on the part of the Owners.

28. That the parties hereto have entered into this agreement purely on constructional basis and nothing contained herein shall be deemed to be construed as Partnership between the parties.

29. That the Developer will entitled for  $66 \frac{1}{4} \%$  portion of the roof. The Owners will be entitled  $23 \frac{3}{4} \%$ , portion of the roof.

#### ARTICLE IV-OWNER'S OBLIGATION:

The Owners hereby agree and covenant with the Developer as follows :-

1. Not to cause any interference or hindrance in the construction of the said building by the Developer.
2. Not to do any act, deed or thing where by the Developer is prevented from selling, assigning or disposing off any portion in the Developer's allocation in the said building.

Aditya  
 S. P. D.  
 B. Ghosh  
 05/23/73 (1973)  
 C. Ghosh

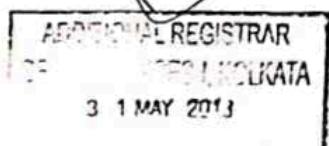
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3. Not to let out, grant lease, mortgage or change the said property or any portion thereof without the consent in writing of the Developer.
4. To sign and apply all deeds, papers and documents and render all assistance as may be required by the Developer from time to time.

#### **ARTICLE V-DEVELOPER'S OBLIGATION**

1. To complete the constructions and erection of the said building within 36 months from the date of execution of this agreement.
2. Not to violate or contravene any provisions of this agreement in any manner whatsoever.
3. Not to violate or contravene any of the provisions or rules applicable for the construction of the said building as framed by the K.M.C. or any other authorities.
4. Not to let out, grant lease, mortgage or change the said property or any portion thereof without the consent in writing of the Owners.
5. The Developer shall be entitled to enter into agreement for sale and transfer its own share to any Purchaser for residential and commercial purpose and receive and collect all moneys in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by

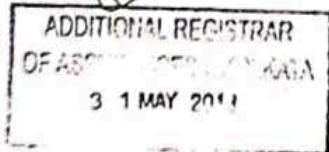


and between the part hereto that for the purpose of entering into such agreement it shall not obligatory on part of the Developer to obtain any further consent of the owners and this agreement by itself shall be treated as consent by the Owners.

6. It shall be the responsibility of the Developer to submit building plan to the K.M.C., pursue, follow up and get the plan sanctioned entirely at his cost at expenses.
7. The developer shall appoint licensed architect of his choice for the said building at his cost and expenses and shall work in co-ordination with the architect as to the quality of the materials and adherence to the specifications.
8. If the developer shall inspite of his best endeavours be unable to complete the said building in all respect so as to be fit for occupation within 42 months from the date of sanction by the K.M.C. for the reasons of Force Majeure circumstances the developer shall be entitled to such extension of time as may be reasonable necessary to complete the same in all respect.

#### ARTICLE VI-COMMON FACILITIES :

1. As from the date of possession of the respective allocation the parties hereto shall also be responsible to pay and bear the service charges for the common facilities in the building in proportion to their respective allocation, management of



common facilities renovation replacement, repairs, maintenance of all common appliances.

#### **ARTICLE- VII.MISCELLANEOUS.**

1. The name of the building shall be as determined the developer.
2. All courts within the jurisdiction of the Civil Court Sealdah, District Court Alipore, shall entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

#### **SCHEDULE 'A'**

#### **REFERRED TO DESCRIPTION OF PROPERTY.**

ALL THAT one stories brick walled asbestos and tin shed structure measuring about 4187 square feet fully tenanted messuage tenement and hereditaments together with land there unto belonging where on or on part where of the same is erected and built containing by measurement an area of 5 (five) Cottahs, 13(Thirteen) Chittaks and 2(two) sq.ft. more or less situate lying at and being Premises no.36-C, Simla Road, Police Station Manicktala, Kolkata -700006, within the Municipal Limits of the town of Kolkata K.M.C. Ward no. 15 comprised in Holding Nos. 100, 101, 310, 98 and 6, Division No. 2, Sub - Division No.14, in respect of the said holding and Annual Revenue of Rs. 19.01 is made payable to Alipore Collectorate, Police Station - Manicktala, Sub - Registration Office -



3. 1 MAY 2013

Sealdah in District 24-Parganas and the same is butted and bounded in the manner as follows :-

ON THE NORTH : By premises No.36/1/A, Simla Road,  
Kolkata.

ON THE EAST : By Premises No.36/B, Simla Road,  
Kolkata.

ON THE SOUTH : By Common passage.

ON THE WEST : By Simla Road, Kolkata.

SCHEDULE 'A'

REFERRED TO LIST OF TENANTS.

1.Sri Shyama Prasad Chatterjee 2.Smt. Anuradha Chatterjee.  
(Widow of Late Mohon Chatterjee). 3.Sri Jamini Das. 4.Sri  
Tapan Das.5.Sri Jahar Ghosh 6.Sri Gopal Saha. 7.Sri Kesto  
Ghosh. 8. Sri Paltu Saha. 9.Sri Buchi Ghosh (Son of Sri Gostho  
Ghosh). Sri Khokon Saha.



22

IN WITNESS WHEREOF the Vendors and the Purchaser hereto have  
hereunder subscribed their respective signatures on the day, month and  
year first above written.

SIGNED, SEALED AND DATED

By the OWNERS as

Witness in presence of:

1. S. Ghosh  
2. Seal's son  
Date - 19-1-2

S. Ghosh  
T. Ghosh  
19-1-2  
Chandraghosh

SUWHANEAR GHOSH AND TUMPA GHOSH  
are represented by their natural guardian  
and mother Smt. Nupur Ghosh

2. Chandraghosh  
3. 19-1-2 19-1-2

19-1-2 SIGNATURE OF THE OWNERS

SIGNED, SEALED AND ACCEPTED

By the DEVELOPER as

Witness in presence of:

1. Kulneir Lal Dhar  
Mr. K. Lal Dhar  
EST. ENGINEER, PWD  
19-1-2

Satyajit Choudhury  
SIGNATURE OF THE DEVELOPER

2. Surjy Kumar Das  
3. 19-1-2  
19-1-2

Dated by:  
P. Gopal Chakraborty  
Advocate.

High Court, Calcutta.



ADDITIONAL REGISTRAR  
OF ASSETS WEST KOLKATA  
31 MAY 2013

**MEMO OF CONSIDERATION:**

RECEIVED from the withinnamed DEVELOPER a sum of  
 Rs. 5,00,000/- (Rupees Five lacs) only by way of adjustable  
 advance as per memo below.

1. By Cheque No.

06 4484

Drawan : 961

Dated

31.5.2013

Rs. 200000/-

2. 961920

15.5.203 Rs. 300000/-

3.

Total :

Rs. 5,00,000/-

(Rupees Five Lacs) only.

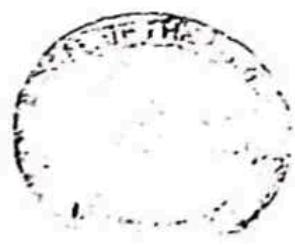
Shyamal Ghosh  
 Nitin Ghosh.  
 শ্যামাল ঘোষ  
 নিতিন ঘোষ

**WITNESSES :**

1. Nitin Ghosh  
 85/1 Garibari Road  
 Kolkata-700009.

Nitin Ghosh

2. Ratan Ghosh  
 13/2 Seel's Garden Lane  
 Kali-2



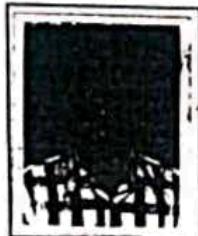
ADDITIONAL REGISTRAR  
REGISTRATION DEPT. KOLKATA  
3 1 MAY 2013

**SPECIMEN FROM FOR TEN FINGER PRINTS**



Shyamal Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Rini Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



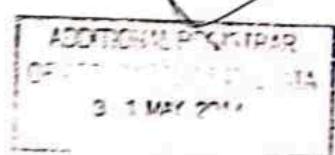
Rini Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Chanta Ghosh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



SPECIMEN FORM FOR TEN FINGER PRINTS

*Satishkumar Chavda*

		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

**PHOTO**

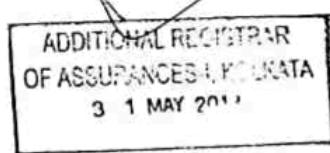
		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

**PHOTO**

		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

**PHOTO**

		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



ADDITIONAL REGISTRAR  
OF ASSURANCES, CALCUTTA  
31 MAY 2011

Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : 1 - 05387 of 2013  
(Serial No. 05124 of 2013 and Query No. 1901L000013217 of 2013)

On 31/05/2013

**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 : 5, 5(i), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs 5594.00/-, on 31/05/2013

( Under Article : B = 5489/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 31/05/2013 )

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,09,29,984/-

Certified that the required stamp duty of this document is Rs.- 20021/- and the Stamp duty paid as: Impressive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 15100/- is paid , by the draft number 293378, Draft Date 31/05/2013, Bank : State Bank of India, RAJA DINENDRA STREET, received on 31/05/2013

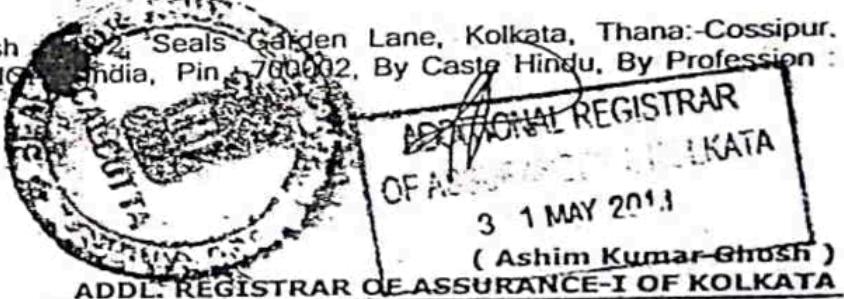
**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12.35 hrs on :31/05/2013, at the Office of the A.R.A. - I KOLKATA by Shyamal Kumar Ghosh , one of the Executants.

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

Execution is admitted on 31/05/2013 by

- 1 Shyamal Kumar Ghosh, son of Lt. Tutu Kumar Ghosh , 13/2, Seals Garden Lane, Kolkata, Thana:-Cossipur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste Hindu, By Profession : Others
2. Bitu Ghosh, son of Lt. Tutu Kumar Ghosh , 13/2, Seals Garden Lane, Kolkata, Thana:-Cossipur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste Hindu, By Profession : Others
3. Nupur Ghosh, wife of Lt. Tutu Kumar Ghosh , 13/2, Seals Garden Lane, Kolkata, Thana:-Cossipur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste Hindu, By Profession : Others
4. Champa Ghosh, wife of Ratan Ghosh , 13/2, Seals Garden Lane, Kolkata, Thana:-Cossipur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700002, By Caste Hindu, By Profession : Others



Government Of West Bengal  
Office Of The L.R.A. - KOLKATA  
District - Kolkata

Endorsement For Deed Number : 1- 200087 of 2013

(Serial No. 15126 of 2013 and Deed No. 9991, Annex 217 of 2013)

1. Deponent Debmalya, son of 21. Sankaradeo Kishore Chowdhury, 108/ C, Raja Dinkar Street, Thana - Cossipur, District South 24-Parganas, WEST BENGAL, India, Pin -700026, By Caste Hindu, By Profession: Business  
Certified By: Biswamitra Ghosh, son of . . ., High Court, CALCUTTA, Thana-Hare Street, District - Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

Guardian by guardian

Execution is admitted by

1. Nabin Ghosh, wife of 12. Tutu Kumar Ghosh, 132, Seals Garden Lane, Kolkata, Thana - Cossipur, District - South 24-Parganas, WEST BENGAL, India, Pin -700022 By Caste Hindu By Profession: Certified as the guardian of minor 1. Shuvankar Ghosh 2. Tumpa Ghosh  
Certified By: Biswamitra Ghosh, son of . . ., High Court, CALCUTTA, Thana-Hare Street, District - Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

( Ashim Kumar Ghosh )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDITIONAL REGISTRAR  
OF ASSURANCE-I OF KOLKATA  
31 MAY 2013

( Ashim Kumar Ghosh )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Endorsement Page 2 of 2

Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 05387 of 2013  
(Serial No. 05124 of 2013 and Query No. 1901L000013217 of 2013)

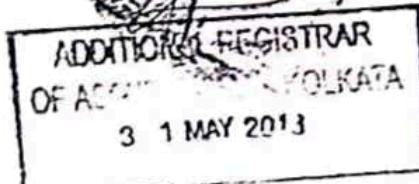
5. Satyabrata Chowdhury, son of Lt. Sailendra Krishna Chowdhury, 106/ C, Raja Dinendra Street, Kolkata, Thana:-Uttadanga, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700004, By Caste Hindu, By Profession : Business  
Identified By Biswanath Ghosh, son of .., High Court, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

Executed by guardian

Execution is admitted by

1. Nupur Ghosh, wife of Lt. Tutu Kumar Ghosh, 13/2, Seals Garden Lane, Kolkata, Thana:-Cossipur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700002 By Caste Hindu By Profession: Others,as the guardian of minor 1.Shuvankar Ghosh 2.Tumpa Ghosh  
Identified By Biswanath Ghosh, son of .., High Court, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

( Ashim Kumar Ghosh )  
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA



( Ashim Kumar Ghosh )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Endorsement Page 2 of 2

Government of West Bengal  
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
 Office of the A.R.A. - I KOLKATA, District- Kolkata  
 Signature / LTI Sheet of Serial No. 05124 / 2013

Name of the Presentant

Shyamal Kumar Ghosh  
 Address - 13/2, Seals Garden Lane,  
 Thana - Cossipur,  
 District - North 24 Parganas,  
 WEST BENGAL, India, Pin  
 - 700002

Photo



31/05/2013

Finger Print



LTI  
 31/05/2013

Signature with date

Shyamal Ghosh  
 31/5/13

Name of the person(s) admitting the Execution at Office.

Name. Admission of Execution By	Status	Photo	Finger Print	Signature
Shyamal Kumar Ghosh Address - 13/2, Seals Garden Lane, Kolkata, Thana - Cossipur, District - North 24-Parganas, WEST BENGAL, India, Pin - 700002	Self			Shyamal Ghosh
Shyamal Kumar Ghosh Address - 13/2, Seals Garden Lane, Kolkata, Thana - Cossipur, District - North 24-Parganas, WEST BENGAL, India, Pin - 700002	Self			Shyamal Ghosh
Shyamal Kumar Ghosh Address - 13/2, Seals Garden Lane, Kolkata, Thana - Cossipur, District - North 24-Parganas, WEST BENGAL, India, Pin - 700002	Self and as Guardian			Shyamal Ghosh
Champa Ghosh Address - 13/2, Seals Garden Lane, Kolkata, Thana - Cossipur, District - North 24-Parganas, WEST BENGAL, India, Pin - 700002	Self			Champa Ghosh



ADDITIONAL REGISTRAR  
 OF ASSURANCES-I, KOLKATA  
 31 MAY 2013

(Ashim Kumar Ghosh)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
 Office of the A.R.A. - I KOLKATA

Government of West Bengal  
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
 Office of the A.R.A. - I KOLKATA, District- Kolkata  
 Signature / LTI Sheet of Serial No. 05124 / 2013

Name of the person(s) admitting the Execution at Office.

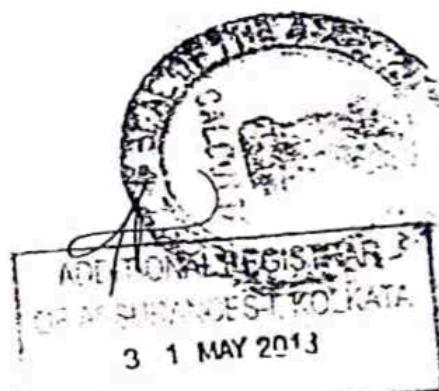
Admission of Execution By	Status	Photo	Finger Print	Signature
Satyabrata Chowdhury Address 106/ C, Raja Bhaura Street, Kolkata, Thana Ultadanga, District - South 24-Parganas, WEST BENGAL, India, Pin 700004	Self		 LTI	Satyabrata Chowdhury 31/05/2013

Name of Identifier of above Person(s)

Ashim Kumar Ghosh  
Addl. Registrar, CALCUTTA, Thana - Hare Street,  
Kolkata, WEST BENGAL, India,

Signature of Identifier with Date

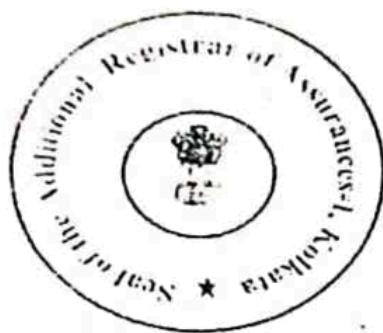
Biswornath Ghosh  
Addl. Cali  
High Court, Calcutta  
31.5.2013



(Ashim Kumar Ghosh)  
 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
 Office of the A.R.A. - I KOLKATA

Certificate of Registration under section 60 and Rule 69.

Registered in Book. -1  
CD Volume number 11  
Page from 225 to 262  
being No 05387 for the year 2013.



  
(Ashim Kumar Ghosh) 07-June-2013  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal