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### DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 8<sup>th</sup> day of July, Two Thousand Nineteen (2019).

BETWEEN

02 JUL 2019

2217

No..... Rs. 100/- Date.....

Name: M.S. K.C. Enterprise  
Address: 115, Basu Pukur Road  
Vendor: Keshab  
Alipur Collectorate, 24 Pgs. (S) Kolkata - 700039.

**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol-27



Sunder Nath Mukherjee  
Addl. Commr.  
High Court, Calcutta  
Sunder Nath S.N. Mukherjee

Om  
ADDITIONAL REGISTRAR  
ASSURANCE-II, KOLKATA

8 JUL 2019

1) SRI MONORANJAN GHOSH (PAN AUEPG5290L), 2)SRI CHITTARANJAN GHOSH (PAN AINPG8754E), 3) SRI NIRANJAN GHOSH, (PAN BEHPG2603D), 4) SRI ANIL GHOSH, (PAN BUPPG0961A), 5) SRI BIMAL GHOSH, (PAN AINPG6055C), 6)SRI AMAL GHOSH (PAN BQKPG7914C), and 7) SRI SHYAMAL GHOSH(PAN BZCPG1456Q), all are Sons of Late Santosh Kumar Ghosh, all are by faith - Hindu, by occupation - Service , all are at 44,Bose Pukur Dharmatala Road, P.O. & P.S.-Kasba,Kolkata-700042, District South 24 Parganas, hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs executors, administrators, legal representatives, and/or assigns) of the **FIRST PART**.

**AND**

**M/S. K.G. ENTERPRISE, (PAN AIOPG8175C)** a proprietorship firm having its office at 115, Bose Pukur Road, Police Station ~~Kasba~~, Kolkata – 700039, represented by its sole Proprietor namely **SRI KOUSHIK GHOSH, (PAN AIOPG8175C)** son of late Saini Ghosh, by faith Hindu, by occupation Business, residing at 29/1B,Dharmatala Road, ,P.O.-Kasba, Police Station – Kasba, Kolkata – 700042, hereinafter referred to as the "**DEVELOPER**" ( which term or expression shall unless otherwise excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its executors, administrators-in- office, representatives, successors in Office, and/or assigns) of the **SECOND PART**.

**WHEREAS** the said 1) SRI MONORANJAN GHOSH , 2)SRI CHITTARANJAN GHOSH, 3) SRI NIRANJAN GHOSH, 4) SRI ANIL GHOSH, 5) SRI BIMAL GHOSH, 6)SRI AMAL GHOSH and 7) SRI SHYAMAL GHOSH jointly Purchased of **ALL THAT** piece & parcel of land area measuring 7 Cottahs 6 Chittaks 31 Sft.

little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas , from Nripendra Nath Ghosh & others, by virtue of a registered Deed of Conveyance on dated 30.12.1981, in the Office of the Sub-Registrar, Alipore, 24 parganas and which was recorded in Book No. 1,Volume No.5, Pages from 172 to 177 ,being No. 3332 for the year 1982.

**AND WHEREAS** by virtue of the above mentioned purchased, the said Sri Monoranjan Ghosh , Sri Chittaranjan Ghosh, Niranjan Ghosh, Bimal Ghosh, Anil Ghosh ,Amal Ghosh and Shyamal Ghosh jointly was seized and possessed of or otherwise well and sufficiently entitled of **ALL THAT** piece & parcel of land area measuring 7 Cottahs 6 Chittaks 31 Sft. little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas and they have mutated their names in the records of The Kolkata Municipal Corporation and got Premises No.130,Prantick Pally, under Ward No.107, being Assessee No.311071201306.

**AND WHEREAS** the said Sri Monoranjan Ghosh and Sri Chittaranjan Ghosh jointly Purchased a land measuring 14 Chittaks be the same a little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas from Nripendra Nath Ghosh & others, by virtue of a registered Deed of Conveyance on dated 30.12.1988, in the Office of the Sub-Registrar, Alipore, 24 parganas and which was recorded in Book No. 1,Volume No. 350, Pages from 268 to 275 ,being No. 14426 for the year 1988.

**AND WHEREAS** by virtue of the above mentioned purchased, the said Sri Monoranjan Ghosh and Sri Chittaranjan Ghosh jointly was seized and

possessed of or otherwise well and sufficiently entitled of ALL THAT piece and parcel of land measuring 14 Chittaks be the same a little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas .

**AND WHEREAS** said said Sri Monoranjan Ghosh and Sri Chittaranjan Ghosh, while jointly seized & possessed the said land measuring 14 Chittaks be the same a little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas, free from all encumbrances and they have mutated their names in the records of The Kolkata Municipal Corporation and got Premises No.400,Prantick Pally, under Ward No.107, being Assessee No.311071212778, each of them having undivided ½ Share in the said land and enjoying the same by paying taxes and revenue thereof.

. **AND WHEREAS** said Sri Monoranjan Ghosh and Sri Chittaranjan Ghosh decided to gift their undivided ½ Share of land measuring 14 Chittaks be the same a little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas, being Premises No.400,Prantick Pally, under Ward No.107, being Assessee No.311071212778, in favour of their brothers namely **1) SRI NIRANJAN GHOSH, 2) SRI ANIL GHOSH, 3) SRI BIMAL GHOSH, 4)SRI AMAL GHOSH and 5) SRI SHYAMAL GHOSH.**

**AND WHEREAS** said Sri Monoranjan Ghosh and Sri Chittaranjan Ghosh gifted their undivided ½ Share of land measuring 14 Chittaks be the same a little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of

24-parganas now South 24-parganas, being Premises No.400,Prantick Pally, under Ward No.107, being Assessee No.311071212778, in favour of their brothers namely **1) SRI NIRANJAN GHOSH, 2) SRI ANIL GHOSH, 3) SRI BIMAL GHOSH, 4)SRI AMAL GHOSH and 5) SRI SHYAMAL GHOSH**,by virtue of a registered deed of Gift ,dated 25.07.2018, which was registered in the office of the D.S.R.-III,Alipore,South 24 Parganas and recorded in Book No.I, Volume No.1603-2018, pages from 95673 to 95703,being No.160303038 for the year 2018.

**AND WHEREAS** by virtue of the above mentioned Deed of Gift the said **1) SRI MONORANJAN GHOSH , 2)SRI CHITTARANJAN GHOSH, 3) SRI NIRANJAN GHOSH, 4) SRI ANIL GHOSH, 5) SRI BIMAL GHOSH, 6)SRI AMAL GHOSH and 7) SRI SHYAMAL GHOSH**, became the absolute joint owners of ALL THAT piece & parcel of land measuring 14 Chittaks be the same a little more less, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of 24-parganas now South 24-parganas, being Premises No.400,Prantick Pally, under Ward No.107, being Assessee No.311071212778 and they duly mutated their names in the record of The Kolkata Municipal Corporation.

**AND WHEREAS** said Sri Monoranjan Ghosh , Sri Chittaranjan Ghosh, Nirjanan Ghosh, Bimal Ghosh, Anil Ghosh ,Amal Ghosh and Shyamal Ghosh, the Owners herein, applied for amalgamation mutation in respect Premises No.400,Prantick Pally, under Ward No.107, being Assessee No.311071212778 and Premises No.130,Prantick Pally, under Ward No.107, being Assessee No.311071201306, before the K.M.C. Authority.

**AND WHEREAS** K.M.C. Authority approved the said application for amalgamation of Two Premises i.e. Premises No.400,Prantick Pally, under Ward

No.107, being Assessee No.311071212778 and Premises No.130,Prantick Pally, under Ward No.107, being Assessee No., and allotted Single Premises i.e. Premises No.130,Prantick Pally, under Ward No.107, being Assessee No.311071201306.

**AND WHEREAS** after the above mentioned amalgamation the said Sri Monoranjan Ghosh , Sri Chittaranjan Ghosh, Niranjan Ghosh, Bimal Ghosh, Anil Ghosh ,Amal Ghosh and Shyamal Ghosh, the Owners herein became the absolute owner of ALL THAT piece and parcel of land measuring about 8 Cottahs 4 Chittaks 31 sft. be the same or a little more or less lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of South 24-parganas, being K.M.C. Premises No.130,Prantick Pally, under Ward No.107, being Assessee No.311071201306.

**AND WHEREAS** the Owners/First Party desire to erect New Building upon the same demised land by way of KMC building plan but being unable to implement their said desire due lack of technical knowledge, decided to develop their property through a Developer.

**AND WHEREAS** the OWNERS in the First Part have agreed to deliver vacant possession of the property hereinafter referred as the premises which is in their occupation and possession to the **DEVELOPER** simultaneously after getting the copy of the sanction of the building plan of the said premises.

**AND WHEREAS** the Developer herein in response to the announcement of seeking help by the Owners as aforesaid agreed to cause Development of ALL THAT piece and parcel of land more or less measuring 8 Cottahs 4 Chittaks 31 sft. be the same or a little more or less with all easement rights and all using rights over the said property and common passages, lying and situated at

Premises No.130,Prantick Pally, under Ward No.107, being Assessee No.311071201306,in the District of South 24- Parganas at his own cost on terms as appearing hereinafter, according to building plan to be sanctioned by the Kolkata Municipal Corporation in terms of the Municipality Building rule and rules and regulations formed there under as amended upto date.

**NOW THIS AGREEMENT WITNESSETH** that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following :-

**OWNERS : 1) SRI MONORANJAN GHOSH , 2)SRI CHITTARANJAN GHOSH, 3) SRI NIRANJAN GHOSH, 4) SRI ANIL GHOSH, 5) SRI BIMAL GHOSH, 6)SRI AMAL GHOSH and 7) SRI SHYAMAL GHOSH,** all are Sons of Late Santosh Kumar Ghosh, all are by faith – Hindu, by occupation - Service , all are at 44,Bose Pukur Dharmatala Road, P.O. & P.S.-Kasba,Kolkata-700042 and including their legal heirs.

**DEVELOPER: M/S. K.G. ENTERPRISE**, a proprietorship firm having its office at 115, Bose Pukur Road, Police Station – Kasba, Kolkata – 700039, represented by its sole Proprietor namely **SRI KOUSHIK GHOSH**, son of late Sainen Ghosh, by faith Hindu, by occupation Business, residing at 29/1B,Dharmatala Road, Police Station – Kasba, Kolkata – 700042.

**PROPERTY : ALL THAT** piece and parcel of land more or less measuring 8 Cottahs 4 Chittaks 31 sft. be the same or a little more or less with all easement rights and all using rights over the said property and common passages, lying and situated at Premises No.130,Prantick Pally, under Ward No.107, being Assessee No.311071201306, in the District of South 24- Parganas.

**DEVELOPMENT AGREEMENT :** The instant Agreement made between the Owners and the Developer.

**BUILDING :** Multistoried residential building to be constructed by the Developer on the said property as per sanctioned plan duly sanctioned by the municipal authority.

**PLAN :** The building plan to be sanctioned by the Kolkata Municipal Corporation Authority in the name of the owner as per their norms and rules, at the cost of the developer.

**ARCHITECT :** The person and/or firm to be appointed by the developer for supervising the said building during the construction period.

**ADVOCATE :** Shall mean Surendra Nath Mondal, Advocate for looking after the legal matter.

**OWNER'S ALLOCATION :** Owners shall be entitled :

1. i) SRI MONORANJAN GHOSH shall be entitled One Residential Flat measuring 650 sft. super built-up area on third floor, (Southern side) ii) SRI CHITTARANJAN GHOSH shall be entitled Two Residential Flat each measuring 600 sft. super built-up area, One on First floor (Northern side) and another on Third floor , (Northern side), iii) SRI NIRANJAN GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on First floor(Southern side), iv) SRI ANIL GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on Second floor (Northern side), v) SRI BIMAL GHOSH shall be entitled One Residential Flat measuring 650 sft. super built-up area on Second floor(Southern side), vi)SRI AMAL GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on Second floor(Northern side), and vii) SRI SHYAMAL GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on Third floor (Northern side),and each flat consists of 2 (Two Bed Room)s 1(One kitchen), 1 (One dining), 1 (One Toilet) and 1(One Balcony),along with proportionate share of land and common portion, common facilities & common amenities of the said proposed building.

2) One Open Car parking space120 sft and One cover Car parking space120 sft in the proposed Building.

**The above mentioned Owner's allocation should be effected after registration of Partition Deed.**

3) Two families shifting charges shall bear by the Developer.

4) Forfeited money of Rs.21,50,000/- , (Rupees Twenty one Lac Fifty Thousand )only ,out of which Rs.3,50,000/- (Rupees Three Lac Fifty Thousand )only shall pay at the time of signing of this agreement and balance Rs.18,00,000/- (Rupees Eighteen Lac )only shall be paid at the time of hand over the Owner's allocation, which is more fully and particularly described in the second schedule hereunder written. Entire amount shall be paid positively before handing over possession of the flats and car parking spaces to the owner's.

**DEVELOPER'S ALLOCATION :** shall be entitled :Rest of the construction area of the proposed building after providing the owner's allocation along with proportionate share of the First Schedule land and common portion, common facilities & common amenities of the said proposed building, more fully described in the Third schedule.

**SALEABLE PORTION :** All the portion in the building save and except Owners' share of allocation pertaining to developer's allocation as described in the Third Schedule.

**COMMON SERVICE AREAS :** All the common service facilities to be enjoyed by both the Owners and the developer of the building  
(more fully and particularly described in the fourth schedule hereunder written).

**TRANSFERORS :** In context of this agreement the Owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation after completion of construction of proposed building as per sanctioned plan.

**TRANSFeree :** The Purchaser who will purchase flat/space in the building.

**TRANSFER :** Transfer of proportionate undivided share/interest of land in property by the Owners attributable to the developer's allocation and Owners' allocation against which developer will construct the building where there will be both Owners and developers allocation.

**CONSIDERATION :** Owners' allocation will be constructed at the cost of the developer against which the Owners will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

**DELIVERY OF POSSESSION OF LAND :** In the context shall mean, the Owners will hand over to the developer the peaceful well demarcated physical possession of the property for construction of proposed building after getting the copy of the sanctioned plan.

**TIME :** The developer will complete the building and deliver the peaceful vacant physical possession of the Owners' allocation within 36 (Thirty six) months from the date of sanctioned of the Building Plan. The time may be extended due to unavoidable circumstances arises if any, by mutual consent of both the parties.

**POWER OF ATTORNEY :** The Owners will execute a registered Power of Attorney appointing the developer or his nominee as their lawful Attorney to do any act or acts for construction of Proposed Building and to sign or signs for sanction of Building Plan or Plans or any other documents for the same.

**COMMON EXPENSES :** The expenses and cost of maintaining the common parts of the next building which will be borne or paid proportionately by the Owners and the developer and or his respective nominees (more fully and particularly described in the schedule hereunder written).

**UNDIVIDED SHARE OF LAND :** The undivided proportionate share or interest in the land of the property attributable to the flat pertaining to the Developer's allocation and the Owners' allocation.

**MANNER OF WORK AND SPECIFICATIONS :** The materials and accessories which are to be used for construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

**PROJECT :** The work of development of the said property undertaken by the Developer.

**UNIT :** Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner/Owners and which is not the common portion.

**UNIT OWNERS :** Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the Owners and the developer for the units held by them from time to time in the new building.

#### ARTICLE-II

OWNERS represent as follows :-

- a) The Owners are the absolute Owner in respect of the property more fully described in the First Schedule hereunder written.
- b) There are no suits, litigations or legal proceedings in respect of the said First Schedule property.
- c) No person other than the Owners has any title of any nature whatsoever in the property or any part thereof.
- d) The right, title and interest of the Owners in the property are free from all encumbrances and the Owners have a marketable title thereto.
- e) The premises or any part thereof is at present not affected by any requisitions or acquisition 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 conic to the notice of the Owners.

- f) Neither the property nor any part thereof has been attached and/or is liable to be attached due to Income Tax Revenue or any other public demand.
- g) The Owners has not in any way dealt with the property whereby the right, title and interest of the Owner as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

#### **ARTICLE – III OWNERS’ RIGHT**

The Owners will get the Owners’ allocation described in the second schedule hereunder written without any hindrance from the developer.

#### **ARTICLE - IV OWNERS’ OBLIGATION**

- a) The Owners shall answer and comply with all requisitions made by the advocate of the developer for establishing the title of the Owners in respect of the property and shall make out a marketable title, if encumbered any manner. The Owners shall remain liable to rectify all latent defects in the title, if any at their costs and expenses. The Owners will make delivery of peaceful, vacant physical possession of the said property to the developer after getting the copy of the sanctioned plan.
- b) The Developer will be authorized to construct and complete the building in accordance with the sanction of the building plan at its own cost and as per specification as mentioned herein without any interference or hindrance from the side of the Owners.
- c) The Owner’s shall bear cost of Mutation & conversation of the said land in the record of the B.L&L.R.O or Cost of Mutation purposes in records of the K.M.C.
- d) During the continuance of this agreement the Owner will not let out a fresh, grant, lease, mortgage and/or create any charge in respect of the property or any portion thereof without the consent in writing

of the developer and the developer for the time being assist the Owners.

#### **ARTICLE V : DEVELOPER'S RIGHT**

- a) The Developer will have the exclusive right to build and complete the building at his own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the entire land in the said premises part by part with joint effort of the Owners and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the developer's allocation. The developer will have full right and absolute authority to enter into any sale agreement/sale with any intending purchaser/purchasers or transfer the said project to any third party in respect of the said Developer's share of allocation (Save and except Owners' share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property SUBJECT TO the terms of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement in the project and post its watch and ward staffs after getting possession of the said property from the Owners.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain temporary connection of utilities for the project and the Owners shall sign and

execute all papers and documents necessary therefore by the concerned authorities for such utilities required.

- f) The Developer will be entitled to receive, collect and realise all money out of the developer's allocation from the intending purchaser in respect of the units/ spaces/car parking spaces appertaining to the developer's allocation without creating any personal and/or financial liability upon the Owners.
- g) The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for construction of the building.
- h) The developer will be entitled to deliver unit pertaining to the developer's allocation to the intending purchaser/ purchasers.
- i) The developer will be entitled to transfer the undivided proportionate share of kind in the premises together with proposed flats attributable to the developer's allocation by virtue of the Power of Attorney to be given by the Owners to the developer or its nominee after getting the sanctioned building plan from the Kolkata Municipal Corporation.
- j) The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the Developer's allocation.
- k) The Owner shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer and demolishing materials taken over by the developer.

#### ARTICLE VI : DEVELOPER'S OBLIGATION

- a) The developer will deliver the Owners' allocation in complete in all respect including electrical connection, water pump, municipal water, sewerage, drainage connection, plumbing, sanitary, overhead and

under ground water tanks i.e. habitable condition to the Owners within 36 (thirty six) months from the date of sanctioned of the building plan from Kolkata Municipal Corporation. Notwithstanding the developer will be entitled to extend time for completion the project. In the event of any disputes regarding vacant possession, both the parties will amicably settle the matter according to situation.

- b) All costs, charges, expenses and responsibility for construction of the building and/or the development of the said premises shall be borne and paid by the developer and demolishing materials taken over by the developer. The developer will complete the Owners' allocation with the specification annexed hereto.
- c) The Developer will construct the building with standard materials available in the market.
- d) The Developer will bear all cost arising out of the construction of the building.
- e) The Developer will bear alien abilities and impositions in respect of the premises and/or part thereof from the date of taking possession of the premises till it delivers the Owners' allocation to the Owner. The Developer will meet up the following liability exclusively with the help of the Owner in the Office of the K.M.D.A., The KOLKATA MUNICIPAL CORPORATION , Land Acquisition office and /or any other Govt. Office / Semi Govt. Offices or local Authority.

#### ARTICLE - VII : INDEMNITY

- a) The Developer indemnities the Owner against all claims, accidents actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- b) The Developer will indemnify and keep the Owner indemnified in respect of all costs, expenses, liabilities, claims, and/or proceedings

arising out of any acts done in pursuance of the authorities as aforesaid.

- c) The Developer will keep the Owner saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owner against all claims or demand that may be made due to any thing done by the developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever including any accident of other loss. The Developer indemnities the Owners against any demand and/or claim made by the unit holder in respect of the developer's allocation.
- f) The Developer indemnifies the Owner against any action taken by the Municipality and/or other authority for any illegal or faulty construction or otherwise of the building.
- g) The Developer hereby agrees with the Owner not to do any act deed or things whereby the Owner will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

#### ARTICLE VII : COMMON UNDERSTANDINGS

- a) In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date of hand over the vacant and peaceful possession of the premises to the developer, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will

pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owners' allocation to the Owners.

- b) The Owner shall be solely and exclusively entitled to the Owners' allocation and the Developer will be solely and exclusively entitled to the developer's allocation in the newly constructed building along with common service area as per sanctioned plan.
- c) The Owners' allocation shall be formed by the developer for and on behalf of the Owner. The Developer's allocation of the building shall be constructed by the Developer for and on behalf of himself. The Owner and the Developer will be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper **SUBJECT TO HOWEVER** the general restrictions for mutual advantage inherent in the Owners' allocation. They will also be at liberty to enter into agreement for sale of their respective allocation **SAVE THAT** insofar as the same relates to common areas (as described in the fourth schedule hereto) common expenses (as described in the fifth schedule hereto) and other matter of common interest, the Owner and the Developer will adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of Ownership flat buildings in Kolkata.
- d) The Developer will be entitled to all such monies receivable in respect of the developer's allocation **PROVIDED HOWEVER** that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units Owners till formation of the society or any Owners' association of the unit Owners.

- e) The Developer will provide electricity connection for the said building and the Owners/Purchaser and/or their nominees shall reimburse for their individual meter as required to obtain electricity from the C.E.S.C to the developer.
- f) Upon completion of the building, all flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.
- g) If so required by the Developer, the Owners shall join and/or cause such persons as may be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the Developer will join in respect of the Owners' allocation.
- h) That if the developer died during the construction of the building, the legal heirs/assignee/ successor-successors-in-office/legal representatives will be responsible to complete the construction work of the proposed building.

#### ARTICLE VIII : COMMON RESTRICTIONS

- a) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any immoral activities ,which disturb the peaceful living of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.
- c) Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- d) Both parties will jointly form a committee to look after the maintenance of the building. But with the Owners takes possession

of the Owners' allocation and the developer sell major parts of its allocation, the developer will have no liability to the said committee and/or any association to be formed.

- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- g) Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation after completion and delivery of possession of the building.

#### ARTICLE IX : MISCELLANEOUS

- a) The Owners and the developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.

#### ARTICLE X : FORCE MAJURE

The developer will complete the Owners' allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

#### ARTICLE XII : JURISDICTION

The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

### ARTICLE XIII : ARBITRATION

All the disputes and differences between the parties hereto in any way relating to this Agreement and/or arising out of the provisions hereof shall be referred to Arbitration to such person or persons as may be mutually accepted, failing which Two Arbitrators, one to be appointed by each of the parties to settle the matter. If they fail then two Arbitrators as appointed by the parties shall be entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996, as amended up to date.

### STATUTORY PARA

Be it noted that by this Development Agreement and related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement /Final Document for transfer of property as per provision laid down in the said documents as a Developer without getting any ownership of any part of the property under Schedule. This Development Agreement and related Development Power of Attorney shall never be treated as the executing Agreement /Final Document for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

### FIRST SCHEDULE ABOVE REFERRED TO

#### (THE PROPERTY)

**ALL THAT** piece and parcel of land more or less measuring about 8 Cottahs 4 Chittaks 31 sft. be the same or a little more or less with 2715 sft. Tiles Shed along with all easement rights and all using rights over the said property and common passages, lying and situated at Mouza- Kasba, J.L. No. 13, Dag No. 2369, under Khatian No.53, P.S. -Kasba , A.D.S.R. office Sealdah, in the District of South 24-parganas, being K.M.C. Premises No.130,Prantick Pally,

under Ward No.107, being Assessee No.311071201306, lying, which is butted and bounded as follows:

ON THE NORTH : Premises No. Prantick Pally  
 ON THE SOUTH : 16 ft. wide K.M.C. Road;  
 ON THE EAST : 12 ft. wide K.M.C. Road;  
 ON THE WEST : Premises No. <sup>3081A</sup> Prantick pally ;

SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS' ALLOCATION)

**OWNER'S** shall be entitled :

- 1) SRI MONORANJAN GHOSH shall be entitled One Residential Flat measuring 650 sft. super built-up area on third floor, (Southern side) ii) SRI CHITTARANJAN GHOSH shall be entitled Two Residential Flat each measuring 600 sft. super built-up area, One on First floor (Northern side) and another on Third floor , (Northern side), iii) SRI NIRANJAN GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on First floor(Southern side), iv) SRI ANIL GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on Second floor (Northern side), v) SRI BIMAL GHOSH shall be entitled One Residential Flat measuring 650 sft. super built-up area on Second floor(Southern side), vi)SRI AMAL GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on Second floor(Northern side), and vii) SRI SHYAMAL GHOSH shall be entitled One Residential Flat measuring 600 sft. super built-up area on Third floor (Northern side),and each flat consists of 2 (Two Bed Room)s 1(One kitchen), 1 (One dining), 1 (One Toilet) and 1(One Balcony),along with proportionate share of land and common portion, common facilities & common amenities of the said proposed building.
- 2) One Open Car parking space120 sft and One cover Car parking space120 sft in the proposed Building.

**The above mentioned Owner's allocation should be effected after registration of Partition Deed.**

- 3) Two families shifting charges shall bear by the Developer.
- 4) Forfeited money of Rs.21,50,000/- , (Rupees Twenty one Lac Fifty Thousand )only ,out of which Rs.3,50,000/- (Rupees Three Lac Fifty Thousand )only shall pay at the time of signing of this agreement and balance Rs.18,00,000/- (Rupees Eighteen Lac )only shall be paid at the time of hand over the Owner's allocation. (Entire amount shall be paid positively before handing over possession of the flats and car parking spaces to the owner's).

**THIRD SCHEDULE ABOVE REFERRED TO**

**(DEVELOPER'S ALLOCATION)**

The Developer will be entitled :

Rest of the construction area of the proposed building after providing the owner's allocation along with proportionate share of the First Schedule land and common portion, common facilities & common amenities of the said proposed Building .

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON AREA AND FACILITIES)**

1. Stair Case and light in the Stair Case.
2. Septic Tank.
3. Boundary Walls.
4. Space between the Boundary Wall, out walls of the Proposed building.
5. Underground Water Reservoir.
6. Overhead Water Tank.
7. Motor and Pump for lifting water from the underground reservoir to the overhead tank, water pipe lines, plumbing.
8. All sanitary and sewerage lines and systems.
9. Electric Wirings.
10. Electric Meter Room.
11. Roof of the Building common use.

12. Lift and Lift well.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

- 1) All expenses of maintenance operating replacing white washing, painting, rebuilding, reconstructing decorating redecorating and lighting the common parts, roof and the outer walls of the said building.
- 2) All charges and deposits for supplies of common.
- 3) Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
- 4) Costs and charges of establishment for maintenance of the said building.
- 5) All other expenses and outgoings as are deemed by the Owners and the purchaser to be necessary or incidental for and regulating, interest, the right of the Purchaser.
- 6) All expenses referred above shall be borne and paid proportionately by the Owners and Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

**SIXTH SCHEDULE ABOVE REFERRED TO**  
**[PARTICULARS OF CONSTRUCTION AND FITTING  
AND FIXTURES TO BE PROVIDED 1<sup>ST</sup> CLASS MATERIALS]**

- 1) Cement : Ambuja/Ultratec/L&T, O.P.C./ Slag Cement.
- 2) Sand : Medium Coarse/Full Coarse.
- 3) Stone chips : 3/4 Pure / 5/8 Pure

4) Steel : TMT Bars Durgapur (ISO)/ Captain or SRMB.

5) Plumbing : Pipe – G.I. Supreme/PVC Oriplast

6) Fittings : Tap, Showers, Hindware/ Khiller or similar brands

7) Steel Grills : Steel 19mm x 5.5mm

8) Main Door : Tick Wood Door

9) Other Door : ISO branded waterproof & termite proof Flush Door & PVC Door in the Toilet.

10) Stair : Marble finish

11) Electrical Wires & Cable : Finolex Copper wire

12) Switch & Plug Points : Anchor or similar brands

13) Window : Anodised Aluminium Glass Sliding.

14) Flooring : All Floors (Bed Room/ Verandah/Kitchen/Bathroom) Marble or vitrified tiles with skirting and Bathroom wall tiles upto 6ft.height, 2.5 ft.height wall tiles above the kitchen counter.

15) Plastering : Inside and outside with cement mortar in (6:1).

16) Brick Works : 8", 5" and 3" thick brick works will be done on outside and inside walls with 1<sup>st</sup> Class bricks in Cement Mortar in (5:1).

17) Internal Door : All door frames will be Sal wood and commercial solid flush doors.

18) Extra Work : Any extra work other than out of this specification shall be extra charged as

decided by our Engineer and such amount shall be deposited before the execution of such work.

#### Electrical specifications

**Bed Rooms :** 2 Light Points and 1 Ceiling Fan Point, 1 Plug Point, one AC point in each flat in the One Bed room.

**Drawing-cum-Dining Room :** 2 Light Points and 2 Ceiling Fan Points, 1 Plug Point (3 and 5 Amp. Common), 1 Plug point for T.V., 1 Plug Point for Refrigerator, 1 Plug Point for Washing Machine, 1 Point for Calling Bell.

**Kitchen :** 2 Light Points, 1 Plug Point for water Ionization (such as Aquaguard), 1 Plug Point for other Electronic Gazette (such as Microwave, Mixers etc.), 1 Exhaust Fan point.

**Bathroom :** 1 Light Point, 1 exhaust Fan Point.

**Verandah :** 1 Light Point, 1 Plug Point.

**Staircase :** 2 way switch with 1 Light Point and switch in every landing.

#### Sanitary and Plumbing

**Bathroom :** 1 white commode with cistern and cover as required along with a commode shower; 1 tap beside commode; 1 CP shower with valve and 1 hand shower; 1 hot water tap, 1 cold water tap; 1 tap for basin 1 white basin.

**W.C. :** 1 white commode/pan/angle with cistern and cover as required along with a commode shower; 1 tap beside commode/ pan/angle; 1 white basin, 1 tap for basin.

**Kitchen :** Black stone cooking platform; 1 Steel sink, 1 long neck tap over sink; 1 tap under sink for dish washing.

**Wall Putty :** All walls & ceiling Bed/Kit. Bathroom/Varandah.

**Flooring :** For all residential floors is to be vitrified tiles with skirting.

**Verandah :** brick work with tiles topping.

**Painting :** Outside of the building to be finished by Weather Coat paint.

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

**SIGNED, SEALED & DELIVERED**  
at Kolkata in the presence of :

**WITNESSES :-**

1. Suemita Ghosh,  
44, Bosepukur Road, kol-42

Mondar Ghosh  
Shyam Rajan Ghosh  
Yashaswini Ghosh  
Amal Ghosh  
Syamal Ghosh

*Signature of the Owners*

2. Minu Ghosh,

W/1/A Dom & Wm Dwarka Dwarka  
Pally, kol - 42

**B.G. ENTERPRISE**

Koushik Ghosh

*Signature of the Developer*

Drafted by me as per information  
Provided by the Parties :

Surendra Nath Mondal  
(SURENDRA NATH MONDAL)  
Advocate  
High Court Calcutta  
Enroll No.WB/1094/2004

MEMO OF CONSIDERATION

**RECEIVED** of and from the within named Developer the within mentioned a sum of Rs.3,50,000/- (Rupees Three Lac Fifty Thousand ) only as per memo below.

(Rupees Three Lac Fifty Thousand ) only

**WITNESSES:**

1. Susmita Ghosh

Non-Derjargh  
Chiffi Derjargh  
For 2220000  
Anil Ghosh  
Armed Ghosh  
Sambal Ghosh.

[Signature of the Owners]

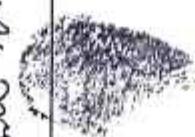
**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Amal Ghosh*

Little	Ring	Middle	Fore	Thumb
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(Left Hand)



Thumb	Fore	Middle	Ring	Little
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(Right Hand)



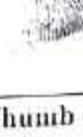
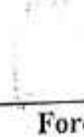
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(Left Hand)



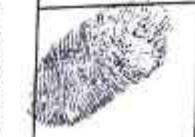
Thumb	Fore	Middle	Ring	Little
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(Right Hand)



Little	Ring	Middle	Fore	Thumb
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(Left Hand)



Thumb	Fore	Middle	Ring	Little
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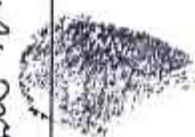
(Right Hand)



*Binod Ghosh*

Little	Ring	Middle	Fore	Thumb
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(Left Hand)



Thumb	Fore	Middle	Ring	Little
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(Right Hand)



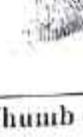
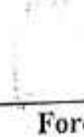
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(Left Hand)



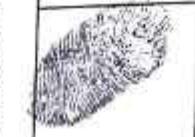
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(Right Hand)



Little	Ring	Middle	Fore	Thumb
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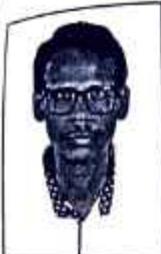
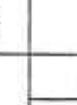
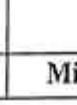
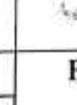
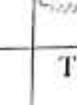
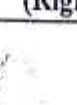
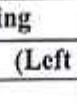
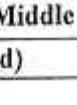
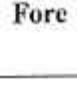
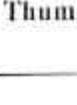
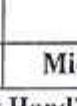
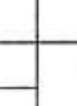
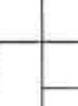
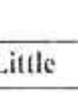
(Left Hand)



Thumb	Fore	Middle	Ring	Little
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(Right Hand)

SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>Abdul Ghani</i>						
	<b>Little</b>  <b>(Left Hand)</b>	<b>Ring</b> 	<b>Middle</b> 	<b>Fore</b> 	<b>Thumb</b> 	
						
						
	<b>Thumb</b>  <b>(Right Hand)</b>	<b>Fore</b> 	<b>Middle</b> 	<b>Ring</b> 	<b>Little</b> 	
						
						
	 <i>Kenning Green</i>					
		<b>Little</b>  <b>(Left Hand)</b>	<b>Ring</b> 	<b>Middle</b> 	<b>Fore</b> 	<b>Thumb</b> 
						
						
<b>Thumb</b>  <b>(Right Hand)</b>		<b>Fore</b> 	<b>Middle</b> 	<b>Ring</b> 	<b>Little</b> 	
						
						
		<b>Little</b>  <b>(Left Hand)</b>	<b>Ring</b> 	<b>Middle</b> 	<b>Fore</b> 	<b>Thumb</b> 
						
						
	<b>Thumb</b>  <b>(Right Hand)</b>	<b>Fore</b> 	<b>Middle</b> 	<b>Ring</b> 	<b>Little</b> 	
						
						

SPECIMEN FORM FOR TEN FINGERPRINTS

 <i>Abu Darbar Khan</i>					
	Little	Ring	Middle	Fore	Thumb
(Left Hand)					
 <i>Chittaranjan Bhattacharya</i>	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
 <i>Pat. 230000</i>	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
 <i>Pat. 230000</i>	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

आयकर विभाग  
INCOME TAX DEPARTMENT  
MONORANJAN GHOSH

SANTOSH GHOSH

01/07/1942

Permanent Account Number

AUEPG5290L

*Monoranjan Ghosh*  
Signature

भारत सरकार  
GOVT. OF INDIA



06/06/2013

*Monoranjan Ghosh*

इस कार्ड को पाने वाले का क्रमांक नं/वर्ष:  
मान्यता प्राप्त करने के लिए, इस कार्ड को  
इसी विभाग, यांत्रिक,  
पार्ट नं. 141, घरेन. 997/5,  
मोहल वालापुरी, एवं वाला बाजार के 902,  
टॉ - 411 016

If this card is lost / someone else has found  
please inform / return to:  
Income Tax PAN Services Unit, NSDL  
5th Floor, Mehta Sterling  
Plot No. 341, Survey No. 997/5  
Modi Colony, Near Deep Bungalow Chowk,  
Panaji - 411 016  
Tel: 91-20-2721 6080 Fax: 91-20-2721 6081  
e-mail: [itansu@cdl.co.in](mailto:itansu@cdl.co.in)

✓



LMW3627460



নির্বাচকের নাম : মনোরঞ্জন ঘোষ

Elector's Name : Monoranjan Ghosh

পিতার নাম : সন্তোষ ঘোষ

Father's Name : Santosh Ghosh

লিঙ্গ/Sex : ♂/ M

Date of Birth : 01/07/1942

*Monoranjan Ghosh*

LMW3627460

পাতা  
12/1 A, প্রান্তি পাল্লি, কলকাতা মуниципাল কর্পোরেশন,  
কলকাতা, ৭০০০৪২

Address:

12/1 A, PRANTIK PALLY, KOLKATA  
MUNICIPAL CORPORATION, KASBA,  
KOLKATA, 700042

Date: 17/01/2013

I, the undersigned, do solemnly declare and declare under oath,

Facsimile Signature of the Electoral  
Registration Officer for

148-Kasba Constituency

I, the undersigned, do solemnly declare and declare under oath, that the information given in this card is true and correct to the best of my knowledge and belief. I further declare that I have not given, and shall not give, any other card to any other person. I further declare that I have not given, and shall not give, any other card to any other person.

If ever this card is lost / found, kindly inform / return to:  
Income Tax PAN Services Unit, UTI TSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.  
पर यदि यह जाने पर यह युक्ति कर / लौटाएँ।  
आयकर पैन सर्विस इंटर्नेट, युटी टीएल  
प्लॉट नं. 3, सेक्टर 11, सीबीडी बेलपुर, नवी मुंबई - 400 614।  
पर यह युक्ति कर / लौटाएँ।



chittaranjan ghosh



তথ্য

নথিয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।  
নথিয়ের প্রমাণ অনলাইন অবেদনিকেশন দ্বারা প্রাপ্ত করুন।



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

তাদেকারুন্ধির আই নং/Enrollment No.: 1040/19559/35744

## INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আইডি সর্ব দেশে মান্য।
- আইডি ভবিষ্যতে সরকারী ও বেসরকারী পরিসেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

15993891



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:  
12/1/B, প্রাণিক পলি বোসপুর,  
কসবা, কলকাতা এন্ড ০, কলকাতা,  
পশ্চিমবঙ্গ, 700042

Address:  
12/1/B, PRANTIK PALLI  
BOSEPUKUR, KASBA,  
Kasba 6.O, Kasba, Kolkata,  
West Bengal, 700042

1347  
1800 160 1547

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1047  
Bengaluru-560 001

10/10/2012 To  
চিত্তরঞ্জন ঘোষ  
CHITTARANJAN GHOSH  
12/1/B PRANTIK PALLI BOSEPUKUR  
KASBA Kasba S.O  
Kasba Kolkata  
West Bengal 700042

15993891

MN159938912DF



আপনার আইডি নং/Your Aadhaar No.:

**9004 6057 4840**

আইডি - সাধারণ মানুষের অধিকার



ভারত সরকার  
GOVERNMENT OF INDIA

চিত্তরঞ্জন ঘোষ  
CHITTARANJAN GHOSH  
পিতা: সন্তোষ ঘোষ  
Father: SANTOSH GHOSH  
জন্ম বর্ষ / Year of Birth: 1951  
পুরুষ / Male



**9004 6057 4840**

আইডি - সাধারণ মানুষের অধিকার

*Chittaranjan Ghosh*

आयकर विभाग  
INCOME TAX DEPARTMENT

NIRANJAN GHOSH

SANTOSH GHOSH

01/01/1950

Permanent Account Number

BEHPG2603D

निरन्जन घोष

Signature

भारत सरकार  
GOVT OF INDIA



निरन्जन घोष

Signature

इस कार्ड के लाने / कोई वरदुपात्र लौटाना / लौटा:  
आयकर विभाग इकाई, पांच एकड़ी एल  
सीपी एमटीएल, सातापांच चैम्बर्स,  
रामेश्वरियोग एसबीए से नजदीक,  
बांगल, पुणे - 411 045

If this card is lost / someone's lost card is found,  
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Bawali, Pune - 411 045  
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e-mail: [tininfo@nsdl.co.in](mailto:tininfo@nsdl.co.in)