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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 606549

957874



Regional Registrar of Assurances
Kolkata

Witnessed that the above is submitted to
Registration, this being a true and the
enforcement which is attached to this document
as the part of this document.

Signature
of Regional Registrar
Kolkata

DEVELOPMENT AGREEMENT

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

BETWEEN

02 JUL 2019

2217

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

Name: *M/S. K.G. Enterprises*

Address: *115, Base Pukur Road*

Vendor: *Kasba*

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27



Sanjay Nath Modak
Advocate
High Court, Calcutta
Son de Suk S.K. Modak,

[Signature]
ADDITIONAL REGISTRAR.
OF 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 KUSHIK GHOSH, (PAN AIOPG8175C)** son of late Sallen 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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, Niranjan 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, Nirranjan 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 Sailen 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 sq.ft. super built-up area on third floor, (Southern side) ii) SRI CHITTARANJAN GHOSH shall be entitled Two Residential Flat each measuring 600 sq.ft. 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 sq.ft. super built-up area on First floor (Southern side), iv) SRI ANIL GHOSH shall be entitled One Residential Flat measuring 600 sq.ft. super built-up area on Second floor (Northern side), v) SRI BIMAL GHOSH shall be entitled One Residential Flat measuring 650 sq.ft. super built-up area on Second floor (Southern side), vi) SRI AMAL GHOSH shall be entitled One Residential Flat measuring 600 sq.ft. super built-up area on Second floor (Northern side), and vii) SRI SHYAMAL GHOSH shall be entitled One Residential Flat measuring 600 sq.ft. 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 space 120 sft and One cover Car parking space 120 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 o 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. ^{308/1A,} Prantick pally ;

SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS' ALLOCATION)

OWNER'S shall be entitled :

1. 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 deem 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 1ST 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 st 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/Verandah.

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. Susmita Ghosh
44, Bosepokur Road. Kol-42

2. Minul Ghosh
W/1/A BOM-Bahar Bazar
Pally. B. - 42

Mondardar Ghosh
Chitt Ranjan Ghosh
For 8925 GND
Anil Ghosh
Bimal Ghosh
Amal Ghosh
Gyanul Ghosh

Signature of the Owners

K. G. ENTERPRISE
Koushik Ghosh
Developer
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.

Date	Bank & Branch	Cash/Cheque No.	Amount Rs. P.
08/07/2019	U. B. I Banspuria Ratanmangla	953746 to 49	2,00,000.00
08/07/2019	U. B. I Banspuria Ratanmangla	953751	50,000.00
08/07/2019	B. S. I Ruby Park	065284285	1,00,000.00
			1
		Total :	3,50,000.00

(Rupees Three Lac Fifty Thousand) only

WITNESSES:

1. Susmita Ghosh

Navin Darian Ghosh
 Chitra Darian Ghosh
 Farhat Ghosh
 Anil Ghosh
 Arun Ghosh
 Amal Ghosh
 Shant Ghosh

[Signature of the Owners]

2. Nand Lal Ghosh.

SPECIMEN FORM FOR TEN FINGERPRINTS



Ali Goshy

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Primal Goshy

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Amal Gikoshy

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SPECIMEN FORM FOR TEN FINGERPRINTS



Igwe Chukwu

Little	Ring	Middle	Fore	Thumb	
(Left Hand)					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					



Koushing Chukwu

Little	Ring	Middle	Fore	Thumb	
(Left Hand)					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

Little	Ring	Middle	Fore	Thumb	
(Left Hand)					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

SPECIMEN FORM FOR TEN FINGERPRINTS



Mr. Barber John

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Chith Ramanthosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Mr. Brown

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

आयकर विभाग
INCOME TAX DEPARTMENT
MONORANJAN GHOSH



भारत सरकार
GOVT. OF INDIA

SANTOSH GHOSH

01/07/1942

Permanent Account Number

AUEPG5290L

Monoranj Ghosh
Signature



05100013

Monoranj Ghosh

युक्त कार्ड के साथ/साथे वर प्रत्यक्ष सुविधा 501/संलग्न
आयकर विभाग, नया दिल्ली, 110 054
5वीं मंजिल, मेरु स्टारिंग,
प्लॉट नं. 341, सर्वेय नं. 99708,
मोडल कोलोनी, नया दून हाउसिंग चौक,
पाने - 411 016

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5th Floor, Meru Starling,
Plot No. 341, Survey No. 99708,
Model Colony, Near Deep Banglow Chowk,
Pune - 411 016

Tel: 91-20-2721 9888 Fax: 91-20-2721 9887
e-mail: nsdl@nsdl.co.in



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

LMW3627460



নির্বাচকের নাম : মনোরঞ্জন ঘোষ
Elector's Name : Monoranjan Ghosh
পিতার নাম : সন্তোষ ঘোষ
Father's Name : Santosh Ghosh
লিঙ্গ/Sex : পুং/ M
জন্ম তারিখ : 01/07/1942
Date of Birth : 01/07/1942

Monoranjan Ghosh

LMW3627460

ধারা:
12(1) A, প্রতিক পল্লী, কলকাতা: স্থানীয় সরকার কর্তৃক
স্বাক্ষরিত, তারিখ: 17/01/2013

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

Date: 17/01/2013

Signature of the Electoral
Registration Officer for

140-Kasba Constituency

নিম্নে স্বাক্ষরিত হওয়া পত্রটি নির্বাচন কমিশনের নথিতে রাখা হবে এবং এটি
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নিম্নের লিখিত নির্দেশনা অনুসরণ করে ব্যবহার করা হবে।
নিম্নের লিখিত নির্দেশনা অনুসরণ করে ব্যবহার করা হবে।
নিম্নের লিখিত নির্দেশনা অনুসরণ করে ব্যবহার করা হবে।

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Navi Mumbai - 400 614.
एक कार्ड खो जाने पर कृपया सूचित करें / लौटाएं:
आयकर पैन सेवा यूनिट, UTI TSL,
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 614.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CHITTARANJAN GHOSH
SANTOSH GHOSH
01/07/1951

Permanent Account Number
AINPG8754E

Signature





Chittaranjan Ghosh



তথ্য

পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
পরিচয়ের প্রমাণ অনলাইন অথেনটিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

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- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
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UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১২/১/বি, প্রান্তিক পল্লী বোসপুকুর,
কসবা, কসবা এম ও, কোলকাতা,
পশ্চিমবঙ্গ, ৭০০০৪২

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

1547
1800 180 1547

help@india.gov.in

www.uidai.gov.in

P.O. Box No. 1547,
Bangalore-560 001



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভারতীয় পরিচয় আইডি/Enrollment No.: 1040/19559/35744

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



আপনার আধার সংখ্যা/ Your Aadhaar No. :

9004 6057 4840

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



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



9004 6057 4840

আধার - সাধারণ মানুষের অধিকার

Chittaranjan Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT
NIRANJAN GHOSH
SANTOSH GHOSH
01/01/1950
Permanent Account Number
BERPG2603D
Signature

भारत सरकार
GOVT. OF INDIA



Niranjana Ghosh

इस कार्ड को खोने / यदि यह दुपटा पाया जाए / लौटाने :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, साफ़ाया चैम्बर,
बनार टेलिफोन एक्सचेंज के पड़ोस,
बांद्रा, पुणे - 411 045

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e-mail: info@nsdl.co.in*