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Registry No. 3537/2015

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 3537/15  
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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

*[Signature]*  
 District Sub-Registrar-III  
 Alipore, South 24-parganas  
 04 MAR 2015

THIS DEVELOPMENT AGREEMENT made this the *4<sup>th</sup>* day of *March* Two Thousand Fifteen (2015)

BETWEEN

*[Signature]* MS

**SRI SUKUMAR GHOSH, (PAN-ADIPG9976C)**, son of Late Kanai Lal Ghosh, by faith : Hindu, by Occupation : Service, by Nationality : Indian, residing at Village - Hatmadhabpur, P.O. Uttar Ramnagar, District - Burdwan, P.S. Aushgram, PIN - 713152, hereinafter called the **"OWNER/FIRST PARTY"** (which expression unless repugnant to the context hereof shall mean and include her heir/heirs, executor/executors, assign/assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**

**AND**

**GRIHA NIRMAN**, a proprietorship firm having its office at 13/4, New Santoshpur Main Road, Ground Floor, P.S. Survey Park, Kolkata - 700 075, represented by its Sole Proprietor of **MR. UMA SHANKAR SINGH, (PAN - ALTPS0296G)**, son of Late Jagadish Singh, a Hindu Business man, residing at 13/4, New Santoshpur Main Road, Ground Floor, P.S. Survey Park, Kolkata - 700 075, hereinafter called and the **"DEVELOPER/ SECOND PARTY"** (which expression unless repugnant to the context shall mean and include its heir/heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.

**WHEREAS** the present **OWNER** herein purchased one plot of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, Scheme Plot No.253(Phase No.I), comprising in R.S. Dag No.88 (Part), out of the total land being R.S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136, 139 and 191 (Part), under R.S. Khatian No. 101, out of R.S. Khatian Nos. 76, 90, 101, 103, 104 and 145, within the presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, within the jurisdiction of K.M.C. Ward No.109, Kolkata - 700 091, by virtue of a registered Deed of Sale dated 11.08.2006, registered in the office of the District Sub-Registrar-III, at Alipore, South 24 Paraganas and recorded in Book No. I, Volume No.15, at Pages 722 to 734, Being No.5935 for the year 2006 togetherwith all easement rights for a valuable consideration from the previous Owner/Vendor namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at 6/85, Bijoygarh, P.S. Jadavpur, Kolkata - 700 032, in the District of South 24-Parganas and the said The Jadavpur Co-Operative Land and Housing Society Limited purchased the aforesaid land together with other land and property by virtue of many registered Deeds.



**AND WHEREAS** after purchase the present **OWNER** herein is in the possession of the said plot of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. Scheme Plot No.253(Phase No.I) and it has been morefully described in the **SCHEDULE – ‘A’** hereunder written.

**AND WHEREAS** thereafter the present **OWNER** herein mutated his name in the record of The Kolkata Municipal Corporation known as Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099 and the present **OWNER** has been paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation and is now peaceful enjoyment and possession of the aforesaid land and Property morefully and particularly described in the **SCHEDULE – “A”** hereunder written.

**AND WHEREAS** the **OWNER** is very much desirous to construct a multi-storied building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) on his said property by consuming maximum F.A.R. make the construction of a new building upon the said property. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNER** for development of the said property and the **OWNER** has agreed to do so as per the terms and conditions mentioned hereinafter.

**AND WHEREAS** the party of the **SECOND PART** herein has agreed to make the construction of the proposed multi-storied building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) for residential inhabitation and other purposes in exchange of getting his cost of construction and his remuneration for supervision of such construction in kind of flats etc. the **OWNER** shall get 50% (Fifty percent) of the sanction Flat area. If the building is of Ground Plus three storied the Owner shall get entire Second Floor Flat portion and fifty percent of Third Floor South-West side Flat of the building and if the building is of Ground Plus four storied the Owner shall get entire Second Floor and fifty percent of Third Floor South-West side flat and fifty percent of the Fourth Floor South-East side Flat and the Owner shall also get one Car parking Space on Ground Floor not less than 120 (One hundred and twenty) Sq.ft. and one sanction shop room on Ground Floor of which area to be decided by the

Sukumar Ghosh  
Uma Shankar Singh

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Developer. The OWNER'S ALLOCATION has been morefully described and mentioned in the SCHEDULE "B" hereunder written and it is appearing as the consideration for the land as described in the SCHEDULE "A" hereunder written.

*Sukumar Ghosh*  
*Uma Shankar Singh*

AND WHEREAS the DEVELOPER herein shall get the entire sale proceeds of the sanction area of the rest construction (excluding the Owner's Allocation) of the proposed building as mentioned in the SCHEDULE "D" herein and hereinafter referred to as the "DEVELOPER'S ALLOCATION" i.e. if the sanction of the building is of Ground Plus three storied building, the Developer shall get entire First Floor Flat portion and fifty percent of Third Floor South-East side Flat of the building and if the building is of Ground Plus four storied the Developer shall get entire First Floor and fifty percent of Third Floor South-East side flat and fifty percent of the Fourth Floor South-West side Flat of the building and rest Ground floor portion excluding Owner's one Car Parking and one shop. The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The DEVELOPER shall erect the entire multi-storied building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) at his cost and his supervision and labour to be erected as per annexed Specification as well as the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
  - (a) **OWNER** : shall mean the party of the **FIRST PARTY** herein namely **SRI SUKUMAR GHOSH, (PAN - ADIPG9976C)**, son of Late Kanai Lal Ghosh, by faith : Hindu, by Occupation : Service, by Nationality : Indian, residing at Village-Hatmadhabpur, P.O. Uttar Ramnagar, District-Burdwan, P.S. Aushgram, PIN- 713152, and his legal heir/ heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives.

*[Signature]*

- (b) **DEVELOPER** : shall mean **GRIHA NIRMAN**, a proprietorship firm having its office at 13/4, New Santoshpur Main Road, Ground Floor, P.S. Survey Park, Kolkata – 700 075, represented by its Sole Proprietor of **MR. UMA SHANKAR SINGH**, son of Late Jagadish Singh, a Hindu Business man, residing at 13/4, New Santoshpur Main Road, Ground Floor, P.S. Survey Park, Kolkata – 700 075, Party of the **SECOND PART** herein for the time being and its respective heirs, successors or successors in interest, legal heirs, representatives, administrators and assigns.
- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES** : shall mean the Property measuring land area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. situated in Mouza – Nayabad, J.L. No.25, Touzi No.56, Scheme Plot No.253(Phase No.I), comprising in R.S. Dag No.88 (Part), out of the total land being R.S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131, 132 , 135, 136, 139 and 191, under R.S. Khatian No. 101, out of R.S. Khatian Nos. 76, 90, 101, 103, 104 and 145, within K.M.C. Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099 as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed multi-storied building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) to be constructed on the said premises as per sanctioned residential multistoried building plan Borough Office – XII at the cost and supervision of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, passages ways, driveways, common toilet in ground floor if any, pump room, lift and lift room of the building, meter space, water and water lines and plumbing lines, under ground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location,



enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER** and the **OWNER**.

(g) **OWNER'S ALLOCATION** : the **OWNER** shall get 50% (Fifty percent) of the sanction Flat area i.e. if the building is of Ground Plus three storied the Owner shall get entire Second Floor Flat portion and fifty percent of Third Floor South-west side Flat of the building and if the building is of Ground Plus four storied the Owner shall get entire Second Floor and fifty percent of Third Floor South-west side flat and fifty percent of the Fourth Floor South-East side Flat and the Owner shall also get one Car parking Space on Ground Floor not less than 120 (One hundred and twenty) Sq.ft. and one sanction shop room on Ground Floor of which area to be decided by the Developer. The **OWNER'S ALLOCATION** has been clearly described and mentioned in the **SCHEDULE "B"** hereunder written to be allocated by the **DEVELOPER** herein to the **OWNER**.

(h) **DEVELOPER'S ALLOCATION** : shall get the remaining sanction i.e. if the sanction of the building is of Ground Plus three storied building, the Developer shall get entire First Floor Flat portion and fifty percent of Third Floor South-East side Flat of the building and if the building is of Ground Plus four storied the Developer shall get entire First Floor and fifty percent of Third Floor South-East side flat and fifty percent of the Fourth Floor South-West side Flat of the building and rest Ground floor portion excluding Owner's one Car Parking and one shop. This called as the Developer's Allocation as mentioned in the **SCHEDULE "D"** herein together with undivided proportionate share of land and other common rights of the building as mentioned in the Schedule A and C below.

(i) **THE ARCHITECT**: shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.

(j) **BUILDING PLAN**: would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.



Sukumar Ghosh

Umi Shankar Singh

- (k) **TRANSFER:** with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree:** shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT :** shall take effect from the date of execution of this agreement.
3. **THE OWNER DECLARES** as follows:
- (a) That he is the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the said property known as K.M.C. Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District: South 24-Parganas, as described in the **SCHEDULE 'A'** below.
- (b) That the said property is free from all encumbrances and the **OWNER** has a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below and it shall remain unincumber till the pendency of this Agreement.
- (c) That the said property is known as K.M.C. Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District: South 24-Parganas, is free from all encumbrances, charges, liens lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNER** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.

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- (b) **OWNER'S ALLOCATION** : the **DEVELOPER** shall give the **OWNER** as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written together with right of use the common portions as mentioned in the Schedule C below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNER** at the cost of **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required the **DEVELOPER** shall do the same as per registered Development Power of Attorney to be executed and registered by the **OWNER** in favour of the **DEVELOPER**. The **OWNER** shall mutate his name in the record of K.M.C. and shall clear up all the outstanding and hand over all the papers related thereto to the **DEVELOPER** before submitting the building plan in the Kolkata Municipal Corporation and it is noted that by virtue of registered Development Power of Attorney the **DEVELOPER** can do all the mutation proceedings in the B.L. & L.R.O. and The Kolkata Municipal Corporation.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNER** in his name and on his behalf in connection with any or all of the matters aforesaid and the **OWNER**, in such circumstances, shall give assistance/ co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** Firm shall erect the building in the said premises as per said sanctioned building plan and for the same the **OWNER** shall put his signature as and when necessary and during the construction or after construction the **DEVELOPER** shall sell only the **DEVELOPER'S ALLOCATION** excluding the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE - D** below together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.





- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a multi-storied building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall make, build, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by him for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. signed by the **DEVELOPER** as the lawful Attorney of the **OWNER** for obtaining water, electric, sewerage and other connections and other amenities and facilities required in the building for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to his respective share of the **DEVELOPER'S ALLOCATION** with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNER** and represent him before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNER** shall not raise any objections for it but on the contrary the **OWNER** shall give full co-operations for doing the proposed project in lawful manner.
- (j) That the **DEVELOPER** shall at his own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of building plan and the **DEVELOPER**

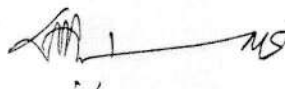


will get a bonus period from 6 months upto 1 year depending on the force major.

- (k) That the **DEVELOPER** shall install in the said building at his own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.

5. **THE OWNER HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:-

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building according to approved plan at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNER** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanctioned building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (iv) The **DEVELOPER** shall sell the such sanction area of the proposed building to be constructed by the **DEVELOPER** as the **DEVELOPER'S ALLOCATION** as described in the **SCHEDULE 'D'** (excluding the Owner's Allocation) hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e., entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building on Developer's allocation as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon his allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the

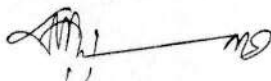
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Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**. The **OWNER** shall not demand any construction or sale proceeds of the building from the **DEVELOPER** on **DEVELOPER'S ALLOCATION**.

- (v) The **OWNER** hereby empowers and authorizes the **DEVELOPER** through this document to do the promotion work in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to execute and register any kind of K.M.C. Gift /Declarations, any Deed of rectification/Declaration and to execute or register any agreement for sale, to advertise the project through any media, to appoint different persons for the project, and also (i) to sign any kind of building plan and to get sanction of the such building plan modified plan revised plan or completion plan of The Kolkata Municipal Corporation including all the related papers (ii) to sign the sewerage plan and drainage plan and water plan of The Kolkata Municipal Corporation for obtaining sanction including all the related papers (iii) to take electric from CESC for the property and to sign all the papers related thereto and also to execute and/or register any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money from the intending Purchaser on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNER** may execute and register a separate Development Power of Attorney in favour of the **DEVELOPER** and this Development Agreement alongwith Power of Attorney shall remain in force till the completion of registration only in respect of the Developer Allocation in favour of the intending Purchasers.

6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNER** as follows :-

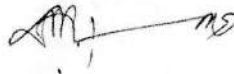
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanctioning the building plan in the premises and the **DEVELOPER** shall have liberty to extend the time for its requirement as mentioned above 6 (Six) months only.



- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNER** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) All deeds and documents shall be prepared by the **DEVELOPER** as per the desire of the **DEVELOPER**. The **OWNER** shall not raise any objection unless any of the provision appears to be prejudicial to owners.

7. **MUTUAL COVENANT AND INDEMNITIES** :-

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the Owner's Allocation and shall enjoy its Allocation without interference or disturbances from his end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNER** hereby declares that for the necessity of the **DEVELOPER** the **OWNER** may participate in the registration of the Developer's allocation as a necessary party when he shall be called for the desire of the intending Purchaser.
- (iii) The **OWNER** shall hand over the original Deed, original Development Agreement, original Power of Attorney, and other original papers in respect of the property to the **DEVELOPER** at the time execution of the agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNER**. After completion of the project and also after the sale of the Developer's Allocation and before allotment to the Purchaser by the Developers share and the said original Deeds and papers shall be hand over to the Flat Owners' Association without any hesitation.
- (iv) The **OWNER** shall never remain financially liable to this Promotion Work.
- (v) That if any liability is created in future from the Schedule - 'A' property of this agreement in connection with the construction/constructions or building the **OWNER** or his legal heir/heirs will not be liable but if any dispute is cropped



up due to defect on title of the property or its mutation in K.M.C. record the **OWNER** shall remain liable for the same.

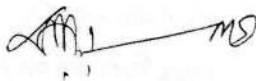
- (vi) That the building plan and the building or construction/constructions must be counted as per appropriate provision of law in forceable in India.
- (vii) That the **OWNER** will not be liable to pay any damages to any labour or anyone if any accident occurs at the time of under construction or constructed building or any part thereof.
- (viii) That on good faith the **DVELOPER** entered in this Agreement for development with the Owner to promote this Premises. The **DEVELOPER** has the belief on the **OWNER** that the **OWNER** namely Sri Sukumar Ghosh is the absolute Owner of the Premises as described in SCHEDULE - A below. During pendency of this Agreement if any other co-sharer(s) comes and demands their share in future by showing valid documents their such share shall be given to them only from the **OWNER'S ALLOCATION**. In no case the **DEVELOPER'S** share of the property shall be hampered.
- (ix) That the **DEVELOPER** would provide 3 Nos. of sketches of the proposed construction prior to submission before the sanction authority.

8. **ARBITRATION:**

- (i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.
- (ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

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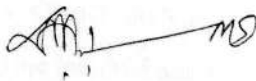
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- (ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

 MS

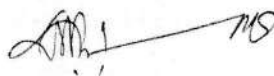
**SCHEDULE OF THE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**  
**SCHEDULE - 'A'**

ALL THAT piece and parcel of a plot of land measuring net land area of area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. as per present physical measurement together with one tile shed measuring an area of 100 (One hundred) Sq.ft. whereon a multi-storied building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) and the entire property lying and situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, Scheme Plot No.253(Phase No.I), comprising in R.S. Dag No.88 (Part), out of the total land being R.S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136, 139 and 191(Part), under R.S. Khatian No. 101, out of R.S. Khatian Nos. 76, 90, 101, 103, 104 and 145, situated within the K.M.C. Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata - 700 099, Additional District Sub-Registration Office Sealdah, District Registration Office Alipore and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	Plot No.253A;
<u>ON THE SOUTH</u>	:	40'-0" wide Road;
<u>ON THE EAST</u>	:	Plot No.254A;
<u>ON THE WEST</u>	:	25'-0" wide Road.

**SCHEDULE - 'B' ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**  
**TO BE OBTAINED FROM THE DEVELOPR**

The OWNER shall get 50% (Fifty percent) of the sanction Flat area i.e. if the building is of Ground Plus three storied the Owner shall get entire Second Floor Flat portion and fifty percent of Third Floor South-west side Flat of the building and if the building is of Ground Plus four storied the Owner shall get entire Second Floor and fifty percent of Third Floor South-west side flat and fifty percent of the Fourth Floor South-East side Flat and the Owner shall also get one Car parking Space on Ground Floor not less than 120 (One hundred and twenty) Sq.ft.. *and one*



Sukumar Ghosh  
Uma Shankar Singh


*shop room on ground floor of the building to be decided by the Developer. Ea*  
 floor of the building shall consist of two Flats. The **OWNER** shall also enjoy the undivided proportionate share of land and other common portions of the buildings. It is noted that after sanction of the building plan a Supplementary Agreement is to be executed by and between the parties herein for clear distribution of both the allocation.

**SCHEDULE - 'C' ABOVE REFERRED TO  
(COMMON RIGHTS AND FACILITIES)**

Stair-case, Landings, common passage, water lines and water, electricity main line and its wiring, lift and lift roof of the building land and boundary wall, fixtures and fittings vacant spaces, roof, and mummy roof, , stair, main gate and proportionate land, pump and motor, septic tank, water reservoir and water tank.

**SCHEDULE - 'D' ABOVE REFERRED TO  
(DEVELOPER'S ALLOCATION)**

**ALL THAT** piece and parcel of entire sale proceeds 50% of the sanction Flat area i.e. if the sanction of the building is of Ground Plus three storied building, the Developer shall get entire First Floor Flat portion and fifty percent of Third Floor South-East side Flat of the building and if the building is of Ground Plus four storied the Developer shall get entire First Floor and fifty percent of Third Floor South-East side flat and fifty percent of the Fourth Floor South-West side Flat of the building and rest Ground floor portion excluding Owner's one Car Parking and one shop. The entire building shall be constructed by the **DEVELOPER** at his cost as per sanctioned building plan to be sanctioned by K.M.C. and also as per annexed specification. The **DEVELOPER** shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" herein alongwith the benefit of all the common facilities as mentioned in the SCHEDULE - 'C'.



Sukumar Ghosh  
Uma Shankar Singh

Sukumar Ghosh  
Uma Shankar Singh



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

**WITNESSES:**

1. Abhijit Kumar Mishra  
69/1, Baghajatin Place  
Kolkata - 700086

2. Tapank Mishra  
Advocate  
High Court,  
Calcutta.

*Sukumar Ghosh*

SIGNATURE OF THE OWNER

**GRIHA NIRMAN**  
*Uma Shankar Singh*  
Proprietor

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

*Debes Kumar Misra (DM)*

(DEBES KUMAR MISRA)  
ADVOCATE

HIGH COURT, CALCUTTA  
Resi-cum-Chamber :69/1, Baghajatin  
Place, Kolkata-86

PH-9830236148(D.K.M.),  
Email:debeskumarmisra@gmail.com  
9051446430(Somesh),  
Email:mishrasomesh08@gmail.com  
9836115120(Tapesh),  
Email:tapesh.mishra85@gmail.com

**ANNEXURE : X**

**SCHEDULE OF WORK**  
**(SPECIFICATION OF THE CONSTRUCTION TO BE DONE BY THE DEVELOPER AND IT MAY BE ALLOTTED AS PER THE CHOICE OF THE DEVELOPER)**

All civil work as per I.S.I. standard.

**SPECIFICATION**

- STRUCTURES** : RCC with bricks.
- WALLS** :  
 : Internal: with plaster of parish finish.  
 : External: Finishing with snow cem / weather coat paint  
 : For boarder and graceful elevation.
- FLOORING** : Vetrified Floor Tiles.
- ELECTRICALES** :  
 : Concealed copper core wiring with standard switches.  
 : Adequate light and power points. T.V. / Telephone points  
 : At Living Area. AC point in bed room extra. Anchor switch.
- KITCHEN** :  
 : Cooking platform with green marbles ( Black stone support  
 : Extra). Black stone sink and glazed Tiles upto 3'- 0" above  
 : The cooking plat form. 1 light point, 2 plug point, 1 exhaust  
 : point.
- TOILETS** :  
 : CP bath fittings of standard make. Sanitary fittings of  
 : Hindwatre / Parryware. Geyser point extra in toilet. 1  
 : light point, 1 exhaust point, 1 Gyser point extra. W.C.  
 : will have 1 light point and 1 exhaust point.
- DOORS** :  
 : All doors with Sal wood frames. Flush doors for internal  
 : And external with standard fittings.
- WINDOWS** : Aluminum channel windows.
- WATER SUPPLY** :  
 : K.M.C. Water supply through overhead tank from the under  
 : Ground reservoir of adequate capacity as per K M C sanction  
 : plan.
- ROOF** : Roof treatment shall be provided.
- EXTRA WORK** :  
 : It is noted that If any extra work is done other than standard  
 : Specification by the **OWNER/ PURCHASER**, for such  
 : extra work, the **OWNER/PURCHASER** shall pay to the  
 : **DEVELOPER** before the execution of work.



*MS*  
*Advocate*  
 Sukumar Ghosh

GRIHA NI MAN





Uma Shankar Singh  
 Propriet

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 01870 / 2015, Deed No. (Book - I , 01730/2015)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sukumar Ghosh Village:Hatmadhabpur, Thana:-Ausgram, P.O. :-Uttar Ramnagar, District:-Burdwan, WEST BENGAL, India, Pin :-713152	 04/03/2015	 LTI 04/03/2015	<i>Sukumar Ghosh</i> 4/3/2015

I . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sukumar Ghosh Address -Village:Hatmadhabpur, Thana:-Ausgram, P.O. :-Uttar Ramnagar, District:-Burdwan, WEST BENGAL, India, Pin :-713152	Self	 04/03/2015	 LTI 04/03/2015	<i>Sukumar Ghosh</i>
2	Uma Shankar Singh Address -Flat No:Ground Floor, 13/4, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 04/03/2015	 LTI 04/03/2015	<i>Uma Shankar Singh</i>

**Signature of Identifier of above Person(s)**

Jayesh Mishra  
District Court Calcutta, District:-South 24-Parganas,  
ST BENGAL, India

**Signature of Identifier with Date**

*Jayesh Mishra*  
04/03/2015



District Sub-Registrar-III  
 Alipore, South 24 Parganas  
 (Rajendra Prasad Upadhyay)

**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**  
**Office of the D.S.R. - III SOUTH 24-PARGANAS**



**Government Of West Bengal**  
**Office Of the D.S.R. - III SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 01730 of 2015**  
**(Serial No. 01870 of 2015 and Query No. 1603L000003537 of 2015)**

**On 04/03/2015**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f) of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 53.00/-, on 04/03/2015

( Under Article : ,E = 21/- ,H = 28/- ,M(b) = 4/- on 04/03/2015 )

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-46,50,000/-

Certified that the required stamp duty of this document is Rs.- 7020 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 6050/- is paid , by the draft number 515685, Draft Date 02/03/2015, Bank : State Bank of India, PAL BAZAR, received on 04/03/2015

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

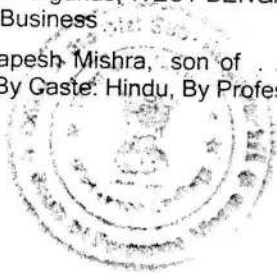
Presented for registration at 13.51 hrs on :04/03/2015, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sri Sukumar Ghosh ,Executant.

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

Execution is admitted on 04/03/2015 by

1. Sri Sukumar Ghosh, son of Late Kanai Lal Ghosh , Village:Hatmadhabpur, Thana:-Ausgram, P.O. :-Uttar Ramnagar, District:-Burdwan, WEST BENGAL, India, Pin :-713152, By Caste Hindu, By Profession : Service
2. Mr. Uma Shankar Singh  
Proprietor, Griha Nirman, 13/4, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075.  
, By Profession : Business

Identified By Tapesb Mishra, son of . . . High Court Calcutta, District:-South 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.



( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS












District Sub-Registrar-III  
Alipore, South 24 Parganas

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
PHOTO	left hand					
	right hand					

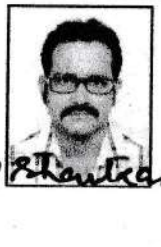










Name .....

Signature .....

		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
 <i>Sukumar Ghosh</i>	left hand					
	right hand					

Name... *SUKUMAR GHOSH*

Signature... *Sukumar Ghosh*

		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
 <i>Una Shankar Singh</i>	left hand					
	right hand					

Name... *UNA SHANKAR SINGH*

Signature... *Una Shankar Singh*

		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
PHOTO	left hand					
	right hand					

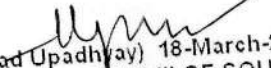
Name .....

Signature .....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 5  
Page from 4981 to 5002  
being No 01730 for the year 2015.



  
(Rajendra Prasad Upadhyay) 18-March-2015  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R. - III SOUTH 24-PARGANAS  
West Bengal

DATED THIS 4<sup>th</sup> DAY OF March 2015

BETWEEN

SRI SUKUMAR GHOSH

OWNER

AND

GRIHA NIRMAN

DEVELOPER

**AGREEMENT**

**MR. DEBES KUMAR MISRA WITH  
SOMESH MISHRA & TAPESH MISHRA**

**ADVOCATES**

**HIGH COURT, CALCUTTA  
69/1, BAGHAJATIN PLACE  
(NEAR BAGHAJATIN RLY. STN.)**

**KOLKATA-700086.**

**PH. 2425-0490**

**MOBILE : 9830236148**

**9051446430, 9836115120.**