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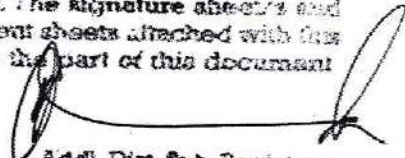


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06 APR 2016

  
Addl Dist. Sub-Registrar  
Alipore, South 24 Parganas

THIS AGREEMENT FOR JOINT VENTURE DEVELOPMENT made this day 6th of April, Two Thousand and Sixteen BETWEEN (1) TAPAN ROY CHOWDHURY, (PAN no. - ADKPR8151N), (2) SUBHASH ROY CHOWDHURY, (PAN no.- ADJPR8160Q) both sons of Late Jagabandhu Roy-Chowdhury, both by caste - Hindu, both by occupation - Business, both residing at Premises No.12A, Rani Bhabani Road, Kolkata - 700026, P.O. - Kalighat, P.S. - Tollygunge, hereinafter referred to as the "OWNERS" (which expression shall unless excluded by or the repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and legal representatives) of the ONE PART

AND

DR. TARUN KUMAR GHOSH, (PAN no. ADUPG1361P), son of Late Dhruvapada Ghosh, by caste - Hindu, by occupation - business, resident of 2, Rani Bhabani Road, Kolkata - 700026, P.O. - Kalighat, P.S. - Tollygunge, hereinafter referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.





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NAME Dr. Tarun Kumar Ghosh  
ADD 2 Nam Shabari Road KOL 28  
MT 1000/ Dushward only

*[Handwritten Signature]*  
REGISTRAR GENERAL  
WEST BENGAL



Signature.....  
**06 APR 2016**  
ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

Amit Ray, Advocate.  
High Court, Calcutta.



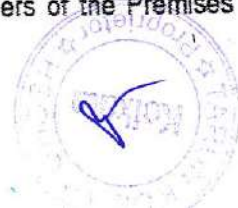
**WHEREAS** one Jagabandhu Roy Chowdhury since deceased was the sole and absolute Owner of amongst other properties, the said three Premises being Premises No. 182, S. P. Mukherjee Road, Kolkata - 700026, measuring 5 Cottahs 13 Chittacks and 38 Square Feet, more or less, Premises No.2, Rani Bhabani Road, Kolkata - 700026, measuring 3 Cottahs 1 Chittack and 11 Square Feet, more or less and Premises No.4A, Rani Bhabani Road, Kolkata - 700026, measuring 3 Cottahs 2 Chittacks and 36 Square Feet, more or less.

**WHEREAS** the said Jagabandhu Roy Chowdhury died on or about 24<sup>th</sup> August, 1966 after making and publishing his last Will and Testament dated the 12th July, 1962 modified by a Codicil dated 17th day of June, 1966 whereby and where under he appointed his both sons the said Tapan Roy Chowdhury and Subhash Roy Chowdhury and his widow Smt. Namita Roy Chowdhury and one Sudhindra Nath Roy as the joint Executors and Executrix to his estate and gave devised and bequeathed amongst his other properties and assets and the said Premises No.182, Shyama Prasad Mukherjee Road, Kolkata - 700026 to his said two sons namely the said Subhash Roy Chowdhury and the said Tapan Roy Chowdhury in equal shares and Premises No.2, Rani Bhabani Road, Kolkata - 700026 to his daughter the said Smt. Tapati Roy and Premises No.4A, Rani Bhabani Road, Kolkata - 700026, to his other daughter the said Smt. Arati Basu.

**WHEREAS** the said Executors and Executrix to the estate of the said Jagabandhu Roy Chowdhury applied for grant of Probate of the said Will vide Case No.197 of 1967 in the High Court at Kolkata (Testamentary and Intestate Jurisdiction) and the Hon. High Court vide order dated the 30th September, 1967 granted probate thereof.

**WHEREAS** the said Executors and Executrix to the Estate of the said Jagabandhu Roy Chowdhury duly administered the estate of the said Jagabandhu Roy Chowdhury and the said joint Executors and Executrix made over possession of the said three Premises amongst other properties and assets to the respective legatees thereof in terms of Probate under the said Will of the said Jagabandhu Roy Chowdhury on 1st February, 1989.

**WHEREAS** by virtue of the grant of probate to the said Will the said Tapan Roy Chowdhury and Subhash Roy Chowdhury became the joint Owners of the Premises





No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026, the said Smt. Tapati Roy became the sole and absolute Owner of the Premises No.2, Rani Bhabani Road, Kolkata - 700026 and the said Smt. Arati Basu became the sole and absolute Owner of the Premises No.4A, Rani Bhabani Road, Kolkata - 700026.

**WHEREAS** the said Tapan Roy Chowdhury and Subhash Roy Chowdhury became the joint Owners, each having 50% share, of the fully tenanted Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026, consisting of various old Kancha built structures with tile sheds standing thereon and the owners though being desirous of developing the said Premises had been unable to shift and/or vacate the tenants at Premises No. 182, S. P. Mukherjee Road, Kolkata - 700026, measuring 5 Cottahs 13 Chittacks and 38 Square Feet more or less.

**AND WHEREAS** the particulars of the tenants occupying the said property, consisting of various old Kancha built structures with Tile sheds standing thereon, and the rents payable and the areas occupied by each of them respectively are fully mentioned in the Schedule - 'B' hereunder written.

**AND WHEREAS** the owners have further suggested in case the Developer is able to develop the said property by vacating/shifting and rehabilitating all the tenants at his cost and expenses and by demolishing the various old Kancha built structures with Tile sheds standing thereon then the owners are agreeable to enter into a joint venture agreement with the Developer.

**AND WHEREAS** the Developer has agreed to the proposal and has assured the owners that he will make sincere efforts to cause development of the property by shifting/vacating the existing tenants at his cost and expenses and constructing a new building thereon as per plan sanctioned by the municipal authorities.

**AND WHEREAS** the owners, namely, Sri Tapan Roy Chowdhury and Sri Subhash Roy Chowdhury have now decided to appoint the Developer to construct the said new multistoried building by entering into a Joint Venture agreement who will construct the new building entirely at his cost and expenses as per mutually agreed terms and conditions as described herein below.



**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND  
BETWEEN THE PARTIES :**

**ARTICLE - I :**

**DEFINITIONS**

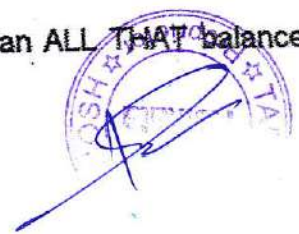
A. IN THIS AGREEMENT UNLESS IT IS CONTRARY, OR REPUGNANT TO THE SUBJECT OR CONTEXT THE FOLLOWING WORDS AND OR EXPRESSIONS SHALL MEAN AS FOLLOWS:

- i) "The OWNERS" shall mean the owners above named and their respective heirs, executors, administrators, successors, legal representatives.
- ii) "The DEVELOPER" shall mean the Developer above named represented by his administrators, legal representatives and assigns.
- iii) "THE TENANTS" shall mean the tenants occupying various portions of the said premises full particulars are described in the SCHEDULE - B, hereunder written and by the virtue of these presents the rent payable by the said tenants are to be collected by the Developer.
- iv) "THE PREMISES" shall mean ALL THAT the said land appertaining to an area of 5 Cottahs 13 Chittacks 38 Sq.ft. be the same a little more or less situate lying at and being municipal Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata- 700026, KMC Ward No. 88, P.O. - Kalighat, P.S. - Tollygunge, Registration Office - Alipore, Sub-Registration Office Alipore in the District of South 24-Parganas, morefully described in the SCHEDULE - A hereto.
- v) "The LAND" shall mean the land comprised in the said premises appertaining to an area of 5 Cottahs 13 Chittacks 38 Sq.ft. be the same a little more or less situate lying at and being municipal Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata- 700026, KMC Ward No. 88, P.O. - Kalighat, P.S. - Tollygunge, Registration Office - Alipore, Sub-Registration Office Alipore in the District of South 24-Parganas, as morefully described in the Schedule - A hereunder written on which the new proposed building is to be constructed. The Developer has measured the area and is satisfied with the measurement thereof.
- vi) "ARCHITECT" shall mean the Architect to be appointed by the Developer as the Architect for the project.





- vii) "The **BUILDING PLAN**" shall mean the plans as sanctioned by the Kolkata Municipal Corporation and its subsequent modification / amendment in the said plans sanctioned by the authority concerned. The building plan shall be for residential as well as commercial building.
- viii) "The **NEW BUILDING**" shall mean a ground plus 5 - storied building, including covered car parking space, basement, shops etc., to be constructed and completed in the said premises by the Developer at his cost and expenses in accordance with the building plan sanctioned by the Kolkata Municipal Corporation in pursuance hereof on the land described hereinabove.
- ix) "The **OWNER'S ALLOCATION**" in the proposed new building to be constructed by the Developer at the said property in the proposed new Building shall mean 3 (Three) self contained habitable Flats in the newly constructed Building measuring more or less 800 (Eight Hundred) Square Feet, 800 (Eight Hundred) Square Feet and 800 (Eight Hundred) Square Feet built-up area or 2400 (Two Thousand Four Hundred) Square Feet built-up area in 2<sup>nd</sup> & 3<sup>rd</sup> floors as will be mutually agreeable together with undivided proportionate share of the land and proportionate common areas. It is clarified that the staircase and lift shall be common to other Occupiers/Owners. Plus all the area needed for resettlement and rehabilitation of all the Tenants as given in the Schedule - "B" hereunder written
- x) "THE **TENANTS' ALLOCATION**" Shall mean an area of saleable Space/Shop to be allotted to the Tenants as they are occupying under the Owners as referred hereto above meaning thereby that there would be separate Agreement between each and every Tenant with the Developer/Owners and by virtue of the Agreement the Developer allocates an area equal to the area a little more or less as enjoyed by the Tenant and/or as per permitted sanction of the Kolkata Municipal Authorities and as mutually agreed by the Shop Owners/ Tenants and the Developer. The entire area occupied presently by the Shop/ Tenants will add to the Owners' allocation estimated to be around 3000 (Three Thousand) Square Feet more or less.
- xi) "THE **DEVELOPER'S ALLOCATION**" Shall mean ALL THAT balance of







the total constructed area/ saleable space in the newly constructed Building but excluding the Owners' allocation as per Clause : 9 mentioned above plus the area needed for resettlement of the Tenants estimated at about 3000 (Three Thousand) Square Feet more or less as they are presently enjoying but including proportionate common areas in the said Building and the ultimate roof and all the available Car Parking Spaces whatever available after resettlement of the Shop Owners/tenants at the Ground Floor of the premises. However if the Developer compensates the shop owners with money in lieu of the space occupied by them then the said space so given up by the shop owners/tenants which would become the property of the developer.

- xii) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the building and the premises after obtaining completion / occupancy certificate from the Kolkata Municipal Corporation, which is to be obtained at the cost and effort of the Developer.
- xiii) **"COMMON PORTIONS, FACILITIES & AMENITIES"** shall mean all the common areas and installations comprised in the new building and the premises, including, staircase, lobbies, lift, passages, path ways, boundary walls, durwan's room, service areas and other facilities, which may be mutually agreed upon by and between the parties in writing as required for the establishment, location, enjoyment, provisions maintenance and / or management of the building.
- xiv) **"SALEABLE SPACE"** shall mean total sanctioned area in the newly constructed building upon the Schedule – A land and/or the space in the building available for independent use and occupation.
- xv) **"PROJECT"** shall mean the entire work of development from settlement with the tenants, demolition of the existing structure, sanction of plan, construction and completion of building in complete and finished condition, obtaining of occupancy certificate and completion of essential services like water and electricity & handing over possession to the owners, which shall be at the entire cost of Developer save & except which are specifically agreed herein.
- xvi) **"PROPORTIONATE BUILDING SHARE"** with all its cognate variations



shall mean such ratio, the covered area of any unit or units in relation to the entire area in the new building.

- xvii) "UNIT" shall mean any flat and/or apartment in the new building, which is capable of being exclusively owned, used and/ or enjoyed by the respective Unit Owner and which is not the common portions.
- xviii) "UNIT OWNER" shall mean any person who acquires holds and / or owns any unit and/or apartment in the new building as per agreed terms primarily and shall include the owners and the Developer, for the units held by them.
- xix) "SHOPS" shall mean shops in the ground floor whether occupied as tenants or as shop owners and it is made clear that except for the said shop space as allotted to him by the Developer, the tenants/shop-owners will not have any right with respect to the other part of the newly constructed building.
- xx) "COMPLETION TIME": The building shall be completed within 4 (Four) years from the date of this agreement.
- xxi) "SOCIETY" shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer shall be entitled to manage and / or maintain the new building and the premises and to collect the common expenses as mutually agreed upon by the owners and the Developer.
- xxii) "SPECIFICATIONS" shall mean the specifications for completing the new building as stated in the SCHEDULE - C hereto.
- xxiii) "The TITLE DEED" shall mean the Deeds and documents referred to hereinabove in the recital in respect of the said land appertaining to an area of 5 Cottahs 13 Chittacks 38 Sq.ft. be the same a little more or less situate lying at and being municipal Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026, Police Station - Tollygunge, Registration Office - Alipore, Sub-Registration Office Alipore in the District of South 24-Parganas.
- xxiv) "ADVOCATE" to the project shall mean Sri Amit Ray, Advocate of High Court, Kolkata or such other Advocate whom the Developer may, from time to time, appoint as the Advocate for the Project.



xxv) "TRANSFEREE" shall mean the unit owner, shop owner, person, firm, limited company, association of persons to whom any flat or space/shop in the building shall be transferred.

**B. THE OWNERS HAVE FURTHER REPRESENTED TO THE DEVELOPER AS FOLLOWS:**

- i. There is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulations) Act, 1976.
- ii. This Agreement is entered into with the Developer by the Owners upon the representation made by the Developer to the effect that the Developer will construct a new residential building as per sanction plan by engaging proven and approved Contractors to construct the building as per design and material specification as per agreed terms by Developer in which the Owners shall not be a party. The appointment of contractor should be entirely at Developer's risk and responsibility. The Owners shall not be a party in appointment nor have any commitment to the contractor.
- iii. That the Owners are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said premises mentioned hereinabove, save and except the tenants as mentioned herein.
- iv. That the right title and interest of the owners in the said premises mentioned herein above save as stated herein, is free from all encumbrances and owners has a marketable title to the same as on date of signing the agreement.
- v. That the owners have not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any laws for the time being in force.
- vi. Neither the premises nor any part thereof has been attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.
- vii. That the owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and / or development of the said premises mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the proposed Developer herein.





viii. That the owners to best of his knowledge is not aware of any impediment affecting the said premises mentioned hereinabove whereby he is in any way barred from entering into this Agreement.

ix. That the owners are fully and sufficiently entitled to deal with and cause development of the said premises mentioned hereinabove and thus entering into this Agreement.

#### ARTICLE – II :

#### COMMENCEMENT

1. This agreement shall be in force from the date of execution of this agreement.
2. This Agreement shall continue till full performance hereof by the Owners and the Developer.

#### ARTICLE – III

#### DEVELOPER'S PRIMARY OBLIGATION

1. The Developer shall pay a total sum of Rs. 4,00,000/- (Rupees four lakhs) only at the time of execution of these presents which is refundable after the completion of the project.
2. The Developer shall employ at least one qualified Engineer with enough experience to be at site for supervision on the day to day execution.
3. All labour, material storage and their safe custody shall be arranged by the Developer himself at his own cost including amenities for drinking water facilities and make-shift urinals/toilet on the site.
4. The Developer shall clear the site of all debris and rubbish before commencement and after completion of the works at his cost all proceeds realized out of the sale of the debris shall be appropriated by the Developer.
5. The Developer at his own cost and effort shall make the necessary application and furnish sketches if necessary and all particulars required for submission to the concerned authorities for obtaining water supply and sewerage connections.







- specifications are not available for any items or work required to be done, the Developer shall seek and obtain necessary guidelines from the Architect.
13. All cement concrete works should comprise of machine mixed and thoroughly compacted concrete. However, in case of small quantities hand mixing may be permitted by the Architect when 10% more cement has to be used. The cost of excess cement will be borne by the Developer.
14. **Water Supply** : The Developer should at first, in all probability make provision for water storage in the ear marked semi U/G reservoir or the septic tank ultimately to be constructed for the new building. He should ensure reviving the old water connection pipe for water supply.
15. **Power Supply** : The Developer at his best effort and at his cost should restore the Old Power Supply Connection to the site that will be required for various purposes. He should ensure laying the cables with necessary connection and fittings as per regulations laid down by the concerned authorities and charges for consumption of power has to be paid by him. The Owners does not guarantee continuity of power supply and therefore, the Developer shall make his own arrangements for the service.

#### ARTICLE -IV

#### DEVELOPER'S RIGHT & REPRESENTATION

- ii. The Owners hereby grants, subject to what has been hereunder provided, exclusive right to the Developer to develop the said premises and construct the new building at the said premises in accordance with the new sanctioned plans by the Kolkata Municipal Corporation.
- iii. All applications, plans and other papers and documents, as may be required by the Developer for obtaining necessary sanction of plan/ revised plan from the Kolkata Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer, and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary, and the Developer shall pay and bear all fees charges and expenses as required to be paid or deposited for obtaining any revised sanction of plan and development of the said premises including Architect's fees / any other statutory fees etc. and the owners shall have no responsibilities to bear any cost whatsoever.



- iv. Save and except the owner's allotted portion, the Developer shall have full right to execute any agreement for sale in respect of the Developer's allocation including the roof of the building which shall belong to the developer. However, in the agreements for sale, this Development Agreement shall be rectified and there shall also be a clause stating that the Owners shall not be responsible for any money received by the Developer either himself or through Power of Attorney pursuant to the Agreement for sale, as the same shall be realized by the Developer without reference to the Owners.
- v. The Developer will also have the full right to deal with the existing tenants and also have the right to decide whether to keep them as tenants under the developer or to transfer the individual shops to them or to compensate with money in lieu of the space occupied by them which would become the property of the developer.

#### ARTICLE- V

#### DEVELOPER'S OBLIGATIONS

1. Immediately after the execution of this Agreement, the Developer shall at its own costs and expenses shall prepare a plan and submit to the KMC for sanction and shall take suitable steps to vacate the said premises as early as possible to start construction and cause to construct and erect a new building at the said premises and maintain his time commitment in every stage of the work.
2. The Developer shall use and / or cause to be used good building materials as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall conform to the accepted standard of I.S. Specification and the building rules regulations and / or orders in force for the time being.
3. The building shall be erected, constructed and completed by the Developer as per the specification provided in Schedule - C hereunder written and all flats / units as well as common areas and facilities shall consist of and be provided with such materials, fixtures, fittings and facilities, under any circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature





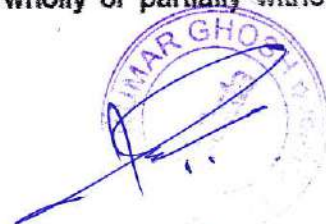
- from the owners in respect of erection, construction and completion of the said owners' allocated portion / portions or for any part of the building, as the entire building as also the entire project shall be at the cost and expenses of the Developer.
4. The Developer shall construct and complete the Building under its direct supervision and control as per the sanctioned plan and with the best workmanship and shall comply with all statutory provisions, regulations, building rules and statutory stipulations from time to time to be imposed or as would be made applicable.
  5. All costs, charges, fees levies, impositions, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said building its materials, fittings and fixtures in all respect, including connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer, and the Owners shall have no responsibility and/ or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and /or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flat / unit to be borne by the respective unit owners.
  6. While dealing with and / or entering into any Agreements and / or dealing with commitments relating to the Developer's allocated portion( as defined hereinbefore) or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirements under the law and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owners shall not be responsible or liable for any commitments or whatsoever nature that may be made by the Developer.
  7. In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever, including injury and / or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the owners indemnified for





the same and all consequences. and the Developer shall keep the owners indemnified from all or any loss, damages, costs and consequences, suffered or incurred there from.

8. Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be employed by the Developer and the Owners shall have no concern with them and shall not be responsible or liable for meeting any obligations in any manner whatsoever. In case the Owners becomes responsible or liable on any account relating to labour, workmen, etc. Developer will indemnify / reimburse the Owners therefor.
9. The Developer shall be solely responsible for and make and pay all payments of wages, dues, contributions, entitlements contractual and / or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erections, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and / or liability will shift upon the Owners and the Developer shall keep the Owners indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred therefrom.
10. The owners shall not be answerable or liable for any mode, part or nature of construction or for any materials to be used in course of or relating to erection construction and completion of the building or any part thereof.
11. The Developer shall be duty bound to complete the owner's allocated portion in all respect with all fixtures fittings and installations including domestic water and sewerage, electricity connections as well as common areas and facilities and make the same fully habitable for use as per law within the said 4 (Four) years from the date of the agreement unless prevented by Force Majeure.
12. The Developer might sublet the work either wholly or partially without the written approval of the Owners.





13. The Developer shall pay the KMC taxes of the said premises for the period of construction of the new building i.e. from the date of execution of this agreement till the completion of the project.
14. If the developer fails to complete the project within four(4) years from the date of the agreement then a further period of six (6) months shall be provided as grace period. After that if the developer fails to complete this project then the owners reserves their right to go for arbitration..

#### ARTICLE- VI

#### OWNERS' OBLIGATIONS

1. The owners shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or arising out of construction, erection and completion of the said building or as may be required from time to time in accordance with law in order to expedite / facilitate the process for obtaining necessary clearances with all spending cost involved whatsoever. In case any liability arises to the Owners on account of execution of such documents, the Developer shall sufficiently re-imburse and /or indemnifies the Owners within one month from the knowledge of such.

- a. To provide the Developer with appropriate Power – of - Attorney to develop the property, which is to be registered as may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the owners before all authorities concerned and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses, and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may be required from time to time, in accordance with law concerning negotiations for transfer of flats to the intending purchasers thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owners shall appoint Sri Tarun Kumar Ghosh,



the developer, herein as their Attorney to do all the acts, deeds and things for completion of the proposed building at the aforesaid premises. It is clarified that the Owners will be obliged to transfer land only.

2. The Developer shall be entitled to transfer of Developer's Allocation upon full performance of the agreement on the part of the Developer

#### ARTICLE - VII

1. In the event the owners is desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the owners immediately on demand by the Developer.

2. The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and / or at the said building shall always remain common, impartible and undivided whereas the owners shall be at liberty to deal with his allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities as stated above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.

3. The owners shall be entitled to deal with, sell, transfer and grant, lease and / or in any manner dispose of the owners' allocation for which no further consent of the Developer shall be required and the owners will be entitled to receive, realize and collect all sale proceeds, issues and profits arising there from. The Owners shall be entitled to sell and transfer his share into or upon the said premises or in the owners' allocation and the Developer shall be liable to deliver the allocation to the Owners or his transferee or nominee or nominees.

4. The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the owners unto and in favour of the Developer and / or its nominees in respect of and / or relating to the Developer's allocated portions and / or any part thereof shall be prepared by

  
 AMAR GHOSH



the Developer's Advocate and to be approved / revised by the owners and the owners shall only execute Indenture of Conveyance(s) unto and in favour of the Developer and / or its nominee or nominees at Developer's or nominees cost as the case may be subject to the terms and conditions provided herein. All cost and expenses including stamp duty, incidentals, registration cost therefore shall be borne and paid by the Developer and / or its nominees and not by the owners.

5. Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to its allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and in term of this contract and the owners shall confirm required agreement, unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto be paid and borne by the Developer and / or its nominee or nominees as the case may be.

6. In case this development agreement is cancelled at the fault of the developer or owing to unforeseen circumstances, the matter will be referred to the arbitration as stated herein below.

#### ARTICLE - VIII

#### COMMON OR RESPECTIVE OBLIGATIONS

1. On and from the date of completion of the building in accordance with law, the Owners as well as the Developer shall comply with and / or ensure compliance with the under mentioned requirements and restrictions, without any default :-

a. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be payable.

b. To pay punctually and regularly their respective proportionate part or share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartment Ownership Act and the rules framed there under, the

Developer shall be entitled to collect service charges and provide the required services thereof.

c. To abide by all laws, rules and regulations and orders or the enactments of the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be, and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner for their work and obligations keeping the owners fully indemnified from all respect.

2. The Developer undertakes to keep the Owners indemnified against all third party claim, suit, costs etc. arising out of any act or omission or commission of the Developer with regard to the construction of the proposed new building or arising out of or relating to the agreement or for any acts deeds or things which the Developer shall have done which ought not to have done by the Developer.

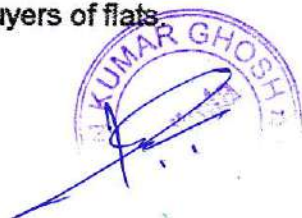
3. The Developer shall be fully responsible for any deviation or unauthorized construction or any accident or mishap while making the construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified to the Owners against all losses, claims or liabilities, if any, arising out of such accident or mishap.

4. That the Developer agrees to indemnify the Owners from any loss, costs, damages, fines, penalties or any action that may be taken by any authorities on account of any deviations or violations or lapses made by the Developer.

5. That the Developer will be responsible for the safety of the workers. In case of any accident or any damages caused to any person or property including the property and person of third parties, the Developer will indemnify the Owners from any claims.

6. The Developer declares that the entire building will be constructed as per the sanctioned plan and shall indemnify Owners and prospective buyers of flats in case of any action taken by any statutory authority and pay suitable compensation to the Owners and the prospective buyers of flats.

ARTICLE – IX





**MISCELLANEOUS**

1. This Agreement shall always be treated as an agreement by and between the parties as 'Principal' to 'Principal' basis. The Owners and the developer have entered into this Agreement purely as a CONTRACT and nothing contained herein shall be deemed to construe or constitute as Partnership between the Owners and the Developer or an Association of persons or an agency agreement. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the said property subject to the terms and conditions of these presents.
2. It is understood that from time to time to facilitate the construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be lawfully done, executed and performed and for which the Developer shall require adequate powers and authorities from the owners and for such lawful matters, the owners shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the owners and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof, keeping the owners fully indemnified in all respect.
3. Handing over possession of the flats to the owners shall be deemed to have been made after connection of water supply, electricity and sewer line of the owners' allocation are completed in all respects as per specification and after obtaining completion / occupancy certificate from the Kolkata Municipal Corporation or any other authority or authorities by the Developer upon a notice to the owners by registered post along with communication by telephone. The date of occupation by the Owners shall be after a fortnight of the letter deemed to have reached the Owners.
4. That after handing over possession of the owner's allocation the Developer shall remain liable for rectifying all defects and work of proper

  
KAMAR GHOSH



construction in the owner's allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of one year from the date of handing over such possession of the owner's allocation but subject to natural wear and tear as applicable.

5. All municipal taxes and other outgoings in respect of the said premises up to this date shall be borne and paid by the Owners and thereafter shall be borne by the Developer. At the expiry of 30(thirty) days from the date of service to the Owners a notice of the Developer regarding completion and handing over to the Owners of the owner's allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the owner's allocation would cease.

6. Within six months from the date of the completion of the project, the developer will assist and co-operate the Owners and the other unit owners to form an association or body of flat owners to be formed for the upkeep, maintenance and management of the premises and the cost of such formation and incidentals thereto shall be borne by the owners and the Developer or their respective nominees (unit owners) according to their proportionate right.

7. Till such time the association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof as mutually agreed upon by the Developer and Owners would be borne and paid by the Developer or their nominees in proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owners herein and the Developer.

8. Each party shall be responsible and liable for their respective share of taxes and impositions like service tax relating to their respective allocations.

9. The certificate of the Architect relating to completion of construction/development and the costs incurred therefore shall be final after obtaining K.M.C.'s completion /occupancy certificate.

10. The notice of completion issued by the Developer along with KMC's occupancy certificate by registered post addressed to the Owners and sent to his last known address as stated hereinbefore intimating that the owner's area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or municipal





authorities, shall completely absolve the Developer of its obligation to deliver the owner's area to the Owners under this agreement.

11. After completion of construction of the new building for the purpose of sale and/or transfer of allocation of the Developer or the Owners no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent provided the terms of the agreement are fully complied with.

12. The title deeds and other documents relating to the aforesaid property shall be delivered to the Developers Advocate and shall be made available for inspection to the intending purchasers of the Developer's Allocation at all reasonable time during the continuance of this project and also thereafter. Upon completion of the project the title deeds and other documents shall be delivered to the Association that shall be formed for the management of the new building.

13. If required Developer shall execute and register all documents to perfect the title of the owners of the owner's allocation. Registration fees and Stamp Duty, in this case shall be borne and paid by the Owners or his nominee (unit holders).

14. If the project is delayed owing to any order or injunction of any Court or statutory body or authority or due to non-vacating of any of the tenants, the Developer shall not be liable for such delay. Cost and expenses of all litigations and proceedings shall be borne and paid by the Developer. However, for any suit or proceeding relating to title of the land, the Owners shall be responsible.

15. Developer shall bear and pay all registration fees and stamp duty for this development agreement and all documents to be executed and registered in pursuance of this agreement. The owners shall not be liable to pay for any stamp duty, registration fees or any other cost or expenses. The Developer will apply for all necessary licenses and registrations.

16. If the neighbors object to the construction of the said building, the developer takes the responsibility to settle the problem and take all legal steps at its own cost.

17. It is further clarified that the Developer shall have no right title or interest in the Owner's allocation.



18. Apart from the rights specifically given to the Developer in this agreement, the Developer shall have no right to do anything in or about the premises.

#### ARTICLE -X

#### FORCE MAJURE

1. The parties hereto shall not be considered to be liable for any obligations herein to the extent that the performance of the relative obligations prevented by the existence of the 'FORCE MAJURE' which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, general labour unrest and/or any other acts or commission inquiry beyond the control of the Developer affected thereby and also non-availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the 'FORCE MAJURE'. Financial constraint shall not be considered a force majeure. Any incapacity on the Developer's part shall also not be considered force majeure. In case of occurrence of force majeure, the Developer within seven days shall give a notice of delay thereof in order to obtain the benefit of such delay.

#### ARTICLE - XI

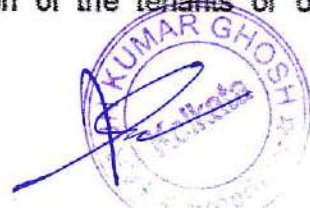
#### ARBITRATION

In case of any dispute or difference arising by an between the parties hereto relating to the said property and/or in any manner relating or concerning this agreement the same shall be adjudicated by reference to the arbitration under Arbitration and Conciliation Act, 1996 and the modification and/or enactment there under from time to time being in force.

#### ARTICLE -XII

#### DEFAULT CLAUSE

1. In the event the Developer fails to complete the said proposed building within the said stipulated period of 4 years from the date of obtaining vacant possession of the property and sanction of plan for reason beyond the control of the Developer on account of the non-cooperation of the tenants or on





account of force majeure, as per Force Majeure clause mentioned above, in that event a further extension of time as reasonably required shall be granted.

2. In the event the Developer is unable to complete the proposed building within a period of 4 (Four) years from the date of signing this agreement or for any other cause other than the reasons set in on the clauses above, the Owners shall be entitled to rescind this agreement and go for arbitration.

### **SCHEDULE -A ABOVE REFERRED TO**

ALL THAT fully tenanted brick built messuage tenements hereditaments premises and dwelling houses consisting of various old Kancha built structures with Tile sheds standing thereon together with the piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 5 Cottahs 13 Chittacks 38 Sq.ft. be the same a little more or less situate lying at and being municipal Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026, KMC Ward No. 88, P.O. - Kalighat, P.S. - Tollygunge, Registration Office - Alipore, Sub-Registration Office Alipore in the District of South 24-Parganas and butted and bounded as follows :-

ON THE NORTH: By Premises No. 178, Shyama Prasad Mukherjee Road,

ON THE SOUTH: by 40 ft wide Rani Bhabani Road.,

ON THE EAST: by 120 ft. Shyama Prasad Mukherjee Road, Kolkata.

ON THE WEST: By Premises No. 2, Rani Bhabani Road, Kolkata:

A.

### **OWNERS' ALLOCATION**

Shall mean 3 (Three) self contained habitable Flats in the newly constructed Building measuring more or less 800 (Eight Hundred) Square Feet, 800 (Eight Hundred) Square Feet and 800 (Eight Hundred) Square Feet built-up area or 2400 (Two Thousand Four Hundred) Square Feet built-up area in the 2<sup>nd</sup> and 3<sup>rd</sup> floor in the newly constructed building and as will be mutually agreeable, together with undivided proportionate share of the land and the proportionate common areas. It is clarified that the staircase and lift, if any, shall be common to other Occupiers/Owners.

B.

### **THE DEVELOPER'S ALLOCATION**

Shall mean ALL THAT balance of the total constructed area/ saleable space in the newly constructed Building but excluding the Owners' allocation as



mentioned above and the area needed for resettlement of the Tenants estimated at about 3000 (Three Thousand) Square Feet more or less as they are presently enjoying but including proportionate common areas in the said Building and the ultimate roof and all the available Car Parking Spaces whatever available after resettlement of the Shop Owners/tenants at the Ground Floor of the premises. However if the Developer compensates the shop owners with money in lieu of the space occupied by them then the said space so given up by the shop owners/tenants which would become the property of the developer.

**SCHEDULE- 'B'**

**LIST OF TENANTS**

<u>NAME</u>	<u>RENT</u>	<u>AREA</u>
1. Sri Mahabir Prasad Agarwala	76.00	941 sq.ft.
2. Sri Mahabir Prasad Agarwala	38.00	
3. Sri Mahabir Prasad Agarwala	76.00	
4. Sri Mahabir Prasad Agarwala	42.00	
5. Sri Mahabir Prasad Agarwala	100.00	
6. Sri Mahabir Prasad Agarwala	85.00	
7. Dr. Tarun Kumar Ghosh.	50.00	100 sq.ft.
8. Smt. Ranubala Ghosh	80.00	892 sq.ft.
9. Sri Sushanta Biswas	100.00	80 sq.ft
10. Sri Kartick Chandra Seal	40.00	80 sq.ft
11. Sri Kartick Chandra Seal	15.00	
12. Sri Bhibuti Bhusan Shaw	45.00	60 sq.ft
13. Sri Bechulal Sahu	150.00	100 sq.ft
14. Sri Bhagwan Sahu	150.00	70 sq.ft.
15. Sk. Sirajul	100.00	110 sq.ft
16. Sk. Sirajul	50.00	
17. Sri Ram Swarup Kamat	300.00	100 sq.ft
18. Sri Wakil Roy	200.00	100 sq.ft

**THE SCHEDULE : \*C"**

**(Description of the Specification)**

STRUCTURE:-





R.C.C. framed super structure with standard steel, sand, cement, stone chips, and mortar-casting in accordance with specified Building Rules of The Kolkata Municipal Corporation.

8" outer wall and 3" and 5" partition walls shall be made of quality bricks, sand and cement of reputed brands.

Outside and inside plaster of the Apartments to be made using sand and cement of reputed brands.

**SANITARY AND PLUMBING:-**

- a) All outer soil lines shall be provided with Supreme branch or similar quality PVC pipes.
- b) All outer water lines shall be provided with 1si standard (either G.I. or any standard) pipelines and fittings.
- c) Pipelines inside the Apartments shall be concealed and well planned.
- d) S.W. outer lines to be provided and installed for underground.
- e) Water will be carried from the underground water reservoir to the overhead water tank through a pump as per the Specifications of the certified Plumbers of the Owners and the Developer.

**FLOORING:-**

- > Marble flooring in all rooms, kitchen and toilets and shall be done up with marble of standard quality. Skirting shall be of 4" depth. Bath dado of 6' to be finished with ceramic tiles of standard quality.
- > Flooring of the staircase shall be done up using standard quality mosaic gains/tiles.

**ELECTRICAL:-**

- > Wiring :-



- All internal line electrical wirings shall be done using Finolex branch PVC copper wires as per the Specifications of the Kolkata Municipal Corporation or M/s. C.E.S.C. Limited for domestic electrical usage.
  - All branch wiring within the Apartment shall be done using 1/18 gauge wire and 3/20 gauge wire or equivalent, according to the applicable amperage of the outlet points.
  - The main line wiring shall be done using Finolex brand 7/20 gauge or equivalent leading from the M/s. C.E.S.C. Limited. Electric meter to the Apartment/s.
- > **Electrical Points: - Bed Rooms:-**
- 2 nos. light point, 1 No. fan point, 1 No. 5amp 3 pin socket and 1 air-conditioner point for master bed room.
  - Drawing room -  
4 nos. light point, 2 nos. fan point, 2 nos. 5 amp cum dining room 3 pin sockets, 1 No. TV point and 1 No. air conditioner point.
  - Kitchen :-  
1 No. light point, 1 No. exhaust fan point and 1 No. 15amp plug point.
  - Toilet :-  
1 No. light point, 1 No. geyser point, 1 No. exhaust fan point and 1 No. 5 amp plug point.

**DOORS:-**

- All door frames will be made from standard quality wood.
- All internal doors shall be flush doors to be made of waterproof wood of 33mm thickness.
- Stainless steel bolts for all doors and windows.





- The main door of the Apartment shall be a flush door to be made of waterproof wood of 50mm thickness.
- Godrej night latch for main door.
- Mortise locks for other doors.

**WINDOWS :-**

- Aluminum windows with glass.

**FINISHING :- WALL**

- Cement plastered wall with plaster of Paris finish. painting :-
- External walls of the Apartments/Building with boundary walls shall be painted with Snowcem or similar quality cements paint.
- Inside walls will be finished with plaster of Paris.
- All doors and windows shall be painted with quality branch wood primer and synthetic enamel.
- All walls of staircase and landings shall be finished with plaster of paris.

**KITCHEN:-**

- > Gas counter to be provided with 4' high glazed tiles fitting on walls above cooking platform.
- > A stainless steel sink to be provided fitted with 2 nos. CP. taps. Kitchen table top shall be made of black stone.

**TOILET :-**

One commode (European style), one wash basin, one P.V.C. cistern, three CP. taps and one shower.

**WATER SUPPLY :-**

The Kolkata Municipal Corporation water shall be arranged and shall be linked from the overhead water tank to the individual Flat/Apartments. However, the water supply of the said Owners shall be separate and exclusive as per the provisions of the aforesaid.

**TELEPHONE :-**

- One point for telephone connection shall be provided in the drawing-room/dining room. Intercom facility shall be provided in all the Flat/Apartment.



**POWER SUPPLY:-**

- Provided electricity metering shall be provided for all Flat/ Apartments (cost shall be borne by the respective Flat/ Apartment Owners) as per M/s. C.E.S.C. Limited Electricity Supply Rules.

**STAIRCASE :-**

- Marble tiled flooring and steel railings to be put on in one side and wooden top of railings to be provided.

**LIFT :-**

- 4/5 passenger Adams/LES/GEE or equivalent lift shall be installed in the said lift well.

**IN WITNESSES WHEREOF** the parties set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
BY THE FIRST PARTY ABOVENAMED  
AT KOLKATA IN PRESENCE OF

Witnesses: -

*Pratim Kumar Saha,*  
12A, Ranj Bheloni Rd.  
KOL-700026

*Tapan Roy Chowdhury*

*Subhas Roy Chowdhury*

SIGNED, SEALED AND DELIVERED  
BY THE SECOND PARTY ABOVENAMED  
AT KOLKATA IN PRESENCE OF

1. *Milam Lal Patra,*  
182, S. P. Mukherjee  
Road - Kol-26

*Tanvir Kumar Swain*

*Tanvir Kumar Swain*





MEMO OF CONSIDERATION

Received from the within named Developer a sum of Rs. 4,00,000/-  
(Rupees Four Lakhs) only.

By Cash.	3,00,000/-
By cheque no. 634255 dtd 6/4/16. drawn of SBI, S.A. Branch	1,00,000/-
	<u>Total. 4,00,000/-</u>

Rupees four lakhs only.

Witness

Owners

1) Pralim Kumar Saha,  
12A, Rani Bhaleri Rd  
Kolkata - 700026.

2. Milan Lal Patra,  
182. S.P. Munkherjee  
Road. Kol-26.

Tapan Ray Choudhuri

Subhash Ray Choudhuri



Amit Ray.




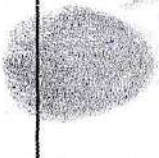


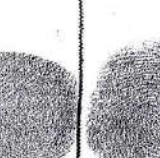



Drafted by:-  
Mr. Amit Ray, Advocate  
High Court, Kolkata

Enrol. no. F - 474/481 of 1990.

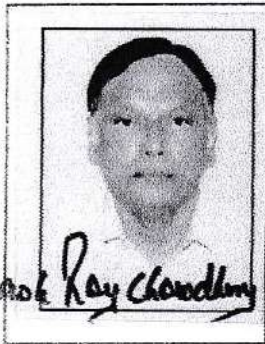
**SPECIMEN FORM FOR TEN FINGERPRINTS**



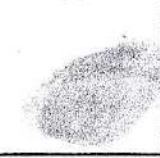
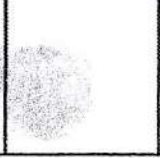
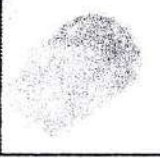

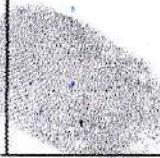




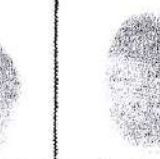
*Jagan Ray Chaudhary*

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

Signature Jagan Ray Chaudhary









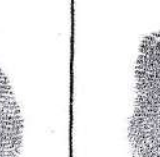


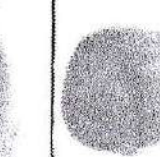
*Subhash Roy Choudhary*

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LEFT HAND					
RIGHT HAND					

Signature Subhash Roy Choudhary



*Tannu Kumar Gupta*

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LEFT HAND					
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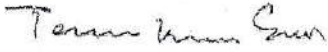
Signature Tannu Kumar Gupta




*Tannu Kumar Gupta*



**Seller, Buyer and Property Details**



**A. Land Lord & Developer Details**

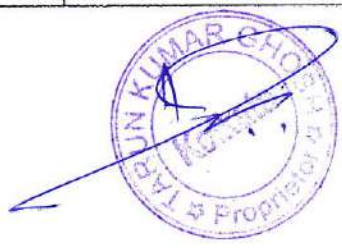
Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Dr TARUN KUMAR GHOSH Son of Late DHRUBAPADA GHOSH 2, RANI BHABANI ROAD, P.O:- KALIGHAT, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026	 06/04/2016 11:32:53 AM	 LTI 06/04/2016 11:33:06 AM
		 06/04/2016 11:33:26 AM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Mr TAPAN ROY CHOWDHURY Son of Late JAGABANDHU ROY CHOWDHURY 12A, RANI BHABANI ROAD, P.O:- KALIGHAT, P.S:- Tollygunge, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADKPR8151N,; Status : Individual; Date of Execution : 06/04/2016; Date of Admission : 06/04/2016; Place of Admission of Execution : Office	 06/04/2016 11:34:20 AM	 LTI 06/04/2016 11:34:36 AM
		 06/04/2016 11:35:02 AM	



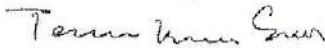


**Land Lord Details**

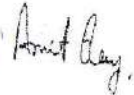
SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Mr SUBHASH ROY CHOWDHURY                      Son of Late JAGABANDHU ROY CHOWDHURY                      12A, RANI BHABANI ROAD, P.O:- KALIGHAT,                      P.S:- Tollygunge, Kolkata, District:-South 24-                      Parganas, West Bengal, India, PIN - 700026 Sex:                      Male, By Caste: Hindu, Occupation: Business,                      Citizen of: India, PAN No. ADJPR8160Q,; Status :                      Individual; Date of Execution : 06/04/2016; Date of                      Admission : 06/04/2016; Place of Admission of                      Execution : Office</p>	 06/04/2016 11:33:38 AM	 LTI 06/04/2016 11:33:46 AM
		<p align="center"><i>Subhash Roy Chowdhury</i></p> <p align="center">06/04/2016 11:34:06 AM</p>	





Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Dr TARUN KUMAR GHOSH Son of Late DHRUBAPADA GHOSH 2, RANI BHABANI ROAD, P.O:- KALIGHAT, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADUPG1361P,; Status : Individual; Date of Execution : 06/04/2016; Date of Admission : 06/04/2016; Place of Admission of Execution : Office	 06/04/2016 11:32:53 AM	 LTI 06/04/2016 11:33:06 AM
		 06/04/2016 11:33:26 AM	

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr AMIT ROY Son of Mr A ROY HIGH COURT, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr TAPAN ROY CHOWDHURY, Mr SUBHASH ROY CHOWDHURY, Dr TARUN KUMAR GHOSH	 06/04/2016 11:35:16 AM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SHYAMA PRASAD MUKHERJEE ROAD, , Premises No. 182, Ward No: 88		5 Katha 13 Chatak 38 Sq Ft	1/-	3,58,87,056/-	Proposed Use: Bastu, Width of Approac. Road: 80 Ft.,





Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	2500 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	2500 Sq Ft.	1/-	7,50,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr TAPAN ROY CHOWDHURY	Dr TARUN KUMAR GHOSH	4.83885	50
	Mr SUBHASH ROY CHOWDHURY	Dr TARUN KUMAR GHOSH	4.83885	50

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in (%)
S1	Mr SUBHASH ROY CHOWDHURY	Dr TARUN KUMAR GHOSH	1250 Sq Ft	50
	Mr TAPAN ROY CHOWDHURY	Dr TARUN KUMAR GHOSH	1250 Sq Ft	50

### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	AMIT RAY
Address	HIGH COURT, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate



Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160502470 / 2016

Query No/Year	16051000133945/2016	Serial no/Year	1605002854 / 2016
Deed No/Year	I - 160502470 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement.		
Name of Presentant	Dr TARUN KUMAR GHOSH	Presented At	Office
Date of Execution	06-04-2016	Date of Presentation	06-04-2016

Remarks

On 30/03/2016

**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 3,66,37,056/-



(Amitava Chanda)

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

On 06/04/2016

**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 : 48(g) of Indian Stamp Act 1899.

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

Presented for registration at 11:23 hrs on : 06/04/2016, at the Office of the A.D.S.R. ALIPORE by Dr TARUN KUMAR GHOSH ,Claimant.

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

Execution is admitted on 06/04/2016 by

Mr TAPAN ROY CHOWDHURY, Son of Late JAGABANDHU ROY CHOWDHURY, 12A, RANI BHABANI ROAD, P.O: KALIGHAT, Thana: Tollygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business

Identified by Mr AMIT ROY, Son of Mr A ROY, HIGH COURT, P.O: GPO, Thana: Haré Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 06/04/2016 by

Mr SUBHASH ROY CHOWDHURY, Son of Late JAGABANDHU ROY CHOWDHURY, 12A, RANI BHABANI ROAD, P.O: KALIGHAT, Thana: Tollygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL

India, PIN - 700026, By caste Hindu, By Profession Business

Identified by Mr AMIT ROY, Son of Mr A ROY, HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 06/04/2016 by

Dr TARUN KUMAR GHOSH, Son of Late DHRUBAPADA GHOSH, 2, RANI BHABANI ROAD, P.O: KALIGHAT, Thana: Tollygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, By caste Hindu, By Profession Business

Identified by Mr AMIT ROY, Son of Mr A ROY, HIGH COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

**Payment of Fees**

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 74,050/-, by Stamp Rs 1,000/-

**Description of Stamp**

1. Rs 1,000/- is paid on Impressed type of Stamp, Serial no 14340, Purchased on 11/10/2007, Vendor named B Ghosh.

**Description of Draft**

1. Rs 74,050/- is paid, by the Draft(8554) No: 000428756510, Date: 05/04/2016, Bank: STATE BANK OF INDIA (SBI), SOUTHERN AVENUE.



(Amitava Chanda)

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





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2016, Page from 66954 to 66991

being No 160502470 for the year 2016.



Digitally signed by AMITAVA CHANDA  
Date: 2016.04.07 11:48:25 +05:30  
Reason: Digital Signing of Deed.

(Amitava Chanda) 07/04/2016 11:48:24  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.



**(This document is digitally signed.)**