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Certified that the document is admitted for registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas
 26 JUL 2013

THIS AGREEMENT made this the 26th day of July Two Thousand and Thirteen (2013)

BETWEEN

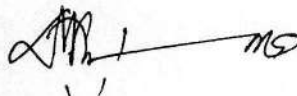
[Signature]
 Advocate

(1) **SMT. SWAPNA GHOSH**, wife of Sri Tapan Ghosh and (2) **SRI TAPAN GHOSH**, son of Late Upendra Nath Ghosh, both by faith - Hindu, both by Occupation - Service, both by Nationality - Indian, both are residing at Jadavpur Police Quarter, KB-16, 3rd floor, P.S. Jadavpur, Kolkata - 700 032, District - South 24-Parganas, hereinafter jointly called and referred to as the "**OWNERS/ FIRST PARTY**" (which expression unless repugnant to the context shall mean and include their heir/heirs, executor/executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**.

AND

SRI SANJEET KUMAR ROY, son of Sri Rabindra Prasad Roy, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Trilok", 16/2D(98A), Kalikapur Road, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700 099, sole Proprietor of "**M/S. GHARBARI**", a Proprietorship firm, having its registered office at 70(23/1), Purbachal Main Road, Post Office - Haltu, Police Station - Garfa, Kolkata - 700 078, hereinafter called and the "**DEVELOPER/ SECOND PARTY**" (which expression unless repugnant to the context shall mean and include his heir/heirs, executor/executors, administrator/ administrators, representative/representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.

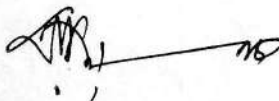
WHEREAS by virtue of a registered Deed of Sale dated 13.03.2002, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Paraganas and recorded into Book No. I, Volume No.38, at pages 31 to 56, Being No.1545 for the year 2002, the **OWNER No.1** herein, namely **SMT. SWAPNA GHOSH**, purchased a piece and parcel of land measuring net land area 2 (Two) Cottahs 4 (Four) Chittacks 25 (Twenty five) Sq.ft. more or less within K.M.C. Ward No.109, situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, District : South 24-Parganas, Additional District Sub-Registration Office, Sealdah, togetherwith all easement rights for a valuable consideration from the previous Owner namely Sri Asok Kumar Sinha, son of Late Chandidas Sinha of 15/1, Ekdalia Place, Flat No.3, P.S. Gariahat, Kolkata - 700 019 and the **OWNER No.1** becomes the absolute Owner in respect of the aforesaid property.



AND WHEREAS after purchase the **OWNER No.1** mutated her name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.1306, Nayabad, being Assessee No.31-109-08-1306-0, within Ward No.109, Kolkata – 700 099 as morefully described in the SCHEDULE – A below.

AND WHEREAS by virtue of a registered Deed of Sale dated 13.03.2002, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Paraganas and recorded into Book No. I, Volume No.38, at pages 1 to 30, Being No.1544 for the year 2002, the **OWNER No.2** herein, namely **SRI TAPAN GHOSH**, purchased a piece and parcel of land measuring total net land area 3 (Three) Cottahs 01 (One) Chittack more or less within K.M.C. Ward No.109, situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, District : South 24-Parganas, Additional District Sub-Registration Office, Sealdah, togetherwith all easement rights for a valuable consideration from the previous Owners namely Sri Suprakash Chandra Roy, son of Late Manish Chandra Roy and Smt. Sujata Roy, wife of Sri Suprakash Chandra Roy, both of 12, Anil Moitra Road, P.S. Gariahat, Kolkata – 700 019, land measuring an area of 2 (Two) Cottahs 10 (Ten) Chittacks 35 (Thirty five) Sq.ft. more or less and also from Sri Asok Kumar Sinha, son of Late Chandidas Sinha of 15/1, Ekdalia Place, Flat No.3, P.S. Gariahat, Kolkata – 700 019, land measuring an area of 6 (Six) Chittacks 10 (Ten) Sq.ft. more or less totaling land area measuring 3 (Three) Cottahs 01 (One) Chittack more or less and the **OWNER No.2** becomes the absolute Owner in respect of the aforesaid property.

AND WHEREAS after purchase the **OWNER No.2** mutated his name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.866, Nayabad, being Assessee No.31-109-08-0866-0, in respect of land area measuring 2 (Two) Cottahs 10 (Ten) Chittacks 35 (Thirty five) Sq.ft. and K.M.C. Premises No.1306/1, Nayabad, being Assessee No.31-109-08-3166-9, in respect of land area measuring 6 (Six) Chittacks 10 (Ten) Sq.ft. and as the two plots were situated side by side and adjacent to each other, the **OWNER No.2** amalgamated the said two premises into one plot of land and thereafter recorded the same in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.866, Nayabad, being Assessee No.31-109-08-0866-0, measuring net land area of 3 (Three) Cottahs 01 (One) Chittack more or less within Ward No.109, Kolkata – 700 099 as morefully described in the SCHEDULE – A below.



Nepan Ghosh.

Swapna Ghosh.

AND WHEREAS with the view to better enjoyment the **OWNERS No. 1 & 2** herein amalgamated their respective plots of land into a compact plot of land as the two plots of land as described in the **SCHEDULE - "A"** below are situated side by side and adjacent to each other and this amalgamation has been made by virtue of a registered Deed of Exchange dated **26.07.2013**, registered in the office of District Sub Registrar - III, Alipore and recorded in Book No. 1, Being No. **6772** for the year 2013 and by virtue of this amalgamation the present **OWNERS** herein became the absolute joint Owners of the entire plot of land measuring total land area 5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less as per present physical measurement togetherwith two R.T. sheds measuring total area of 200 (Two hundred) Sq.ft. as described in the **SCHEDULE - A** below.

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground plus four storied building with Lift facility on their said amalgamated land and to do and make construction of a new building on their said land but they have no such fund as well as experience in the matter and so the **OWNERS** have approached the Party of **SECOND PART** i.e. **DEVELOPER** herein to make construction of a new Ground plus four storied building with Lift facility as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** as well as annexed specification.


AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground plus four storied building with Lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats, Car Parking Spaces, the **OWNERS** and the **DEVELOPER** shall get as 50% : 50% ratio respectively on flat portion and also Car Parking Space portion i.e. the **OWNERS** shall jointly get entire complete Third Floor flat area consisting of two flats and another two flats, one flat from First floor, South-West side and one flat from Fourth floor, South-East side as per K.M.C. sanction floor area and each floor consisting of two flats and the **OWNERS** shall jointly get 50% of the sanction Car Parking area to be situated on the Ground floor of the proposed building. Besides above the **OWNERS** shall also get from the **DEVELOPER** a non-refundable sum of Rs.2,00,000/- (Rupees Two Lac) only by two separate



installments (i) Rs.50,000/- (Rupees Fifty Thousand) only paid at the time of execution of this agreement as well as the execution of the registered General Power of Attorney as mentioned in the memo below and balance (ii) Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only is to be paid on and within 1 (One) year from the date of registration of this Agreement as the **OWNERS' ALLOCATION** as morefully described and mentioned in the **SCHEDULE "B"** hereunder written. The **OWNERS** shall also get the proportionate share of land and shall enjoy all the common amenities/facilities of the building along with proportionate share of common utilities and facilities of the vacant spaces surrounding the building and the **DEVELOPER** shall also enjoy the rest 50% construction of the proposed building alongwith proportionate share of common utilities and facilities of vacant space surrounding the proposed building to be erected at the cost of the **DEVELOPER**.

AND WHEREAS the **DEVELOPER** herein shall get the entire sale proceeds of the rest 50% (Fifty percent) of the sanction Flat area i.e. entire complete Second Floor flat area as per K.M.C. sanction floor area and remaining 50% area of First floor and Fourth floor of the proposed building and rest 50% (Fifty percent) of the sanction Car Parking area to be situated on the Ground Floor of the proposed building excluding the **OWNERS' ALLOCATION** and hereinafter referred to as the **"DEVELOPER'S ALLOCATION"**. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground plus four storied building with Lift facility at its cost and its supervision and labour to be erected as per annexed Specification as well as the said sanction 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:-

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1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
- (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SMT. SWAPNA GHOSH**, wife of Sri Tapan Ghosh and (2) **SRI TAPAN GHOSH**, son of Late Upendra Nath Ghosh, both by faith - Hindu, both by Occupation - Service, both by Nationality - Indian, both are residing at Jadavpur Police Quarter, KB-16, 3rd floor, P.S. Jadavpur, Kolkata - 700 032, District - South 24-Parganas and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
- (b) **DEVELOPER** : shall mean **SRI SANJEET KUMAR ROY**, son of Sri Rabindra Prasad Roy, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Trilok", 16/2D(98A), Kalikapur Road, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700 099, sole Proprietor of "**M/S. GHARBARI**", a Proprietorship firm, having its registered office at 70(23/1), Purbachal Main Road, Post Office - Haltu, Police Station - Garfa, Kolkata - 700 078, Party of the **SECOND PART** herein for the time being and his respective 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 entire amalgamated Property measuring total land area 5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less as per present physical measurement togetherwith two R.T. sheds measuring total area of 200 (Two hundred) Sq.ft. situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, formerly Police Station - Kasba, at present Police Station - Purba Jadavpur, known as The Kolkata Municipal Corporation Premises No.1306, Nayabad, being Assessee No. 31-109-08-1306-0, measuring net land area 2 (Two) Cottahs 4 (Four) Chittacks 25 (Twenty five) Sq.ft. more or less as per present physical measurement togetherwith a R.T. shed standing thereon measuring an area of 100 (One

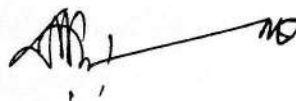
hundred) Sq.ft. more or less, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, owned by Smt. Swapna Ghosh and Premises No.866, Nayabad, being Assessee No.31-109-08-0866-0, measuring net land area 3 (Three) Cottahs 01 (One) Chittack more or less as per present physical measurement alongwith one R.T. shed measuring about 100 (One hundred) Sq.ft. more or less, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, owned by Sri Tapan Ghosh, as mentioned and described in the **SCHEDULE - A** hereunder written.

- (e) **BUILDING** : shall mean the proposed Ground plus four storied building with Lift facility to be constructed on the said amalgamated plot of land as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, lift, lift room and lift well, passages ways, driveways, common lavatories, pump room, meter space, water and water lines and plumbing lines, underground 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**.
- (g) **OWNERS' ALLOCATION** : The **OWNERS** shall jointly get 50% (Fifty Percent) of the complete sanction flat area i.e. the **OWNERS** shall jointly get entire complete Third Floor flat area consisting of two flats and another two flats, one flat from First floor, South-West side and one flat from Fourth floor, South-East side as per K.M.C. sanction floor area and each floor consisting of two flats and the **OWNERS** shall jointly get 50% of the sanction Car Parking area to be situated on the Ground floor of the proposed building. Besides above the **OWNERS** shall also get from the **DEVELOPER** a non-refundable sum of Rs.2,00,000/- (Rupees Two Lac) only by two separate installments (i) Rs.50,000/- (Rupees Fifty Thousand) only paid at the time of execution of this




agreement as well as the execution of the registered General Power of Attorney as mentioned in the memo below and balance (ii) Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only is to be paid on and within 1 (One) year from the date of registration of this Agreement as morefully mentioned in the **SCHEDULE "B"** hereunder written to be allocated to the **OWNERS** as the **OWNERS' ALLOCATION** and the **DEVELOPER** shall enjoy the entire sale proceeds of the Developer's Allocation.

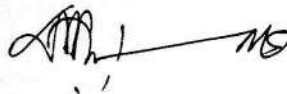
- (h) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** herein shall get the entire sale proceeds of the rest 50% (Fifty percent) of the sanction Flat area i.e. entire complete Second Floor flat area as per K.M.C. sanction floor area and remaining 50% area of First floor and Fourth floor of the proposed building and rest 50% (Fifty percent) of the sanction Car Parking area to be situated on the Ground Floor of the proposed building excluding the "**OWNERS' ALLOCATION**" as mentioned herein together with undivided proportionate share of land and right to use the other common rights and facilities etc. as described in the **SCHEDULE 'D'** hereunder written.
- (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**.
- (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 OWNERS DECLARE** as follows:
 - (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to their said property as described in the **SCHEDULE 'A'** below and there are no other co-sharer in the said property except the Owners herein.
 - (b) That the said entire amalgamated property as described in the **SCHEDULE - 'A'** below is free from all encumbrances and the **OWNERS** have a good marketable title in respect of their said amalgamated plot of land and property duly amalgamated by virtue of a registered Deed of Exchange as described in the **SCHEDULE 'A'** below.
 - (c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, documentation such as paid up land tax and up to date tax, K.M.C. Mutation and Parcha whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
 - (a) That the **OWNERS** 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 on the entire property duly amalgamated and the building plan on amalgamated property shall be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** after mutating the names of the **OWNERS** jointly in the record of K.M.C. at the cost of the **DEVELOPER** and the **OWNERS** shall give full co-operation to the **DEVELOPER** for the same as and when required.
 - (b) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.

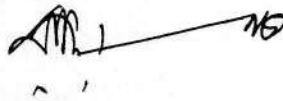


- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities shall be prepared, signed and submitted by the **DEVELOPER** for and in the name of the **OWNERS** at the cost of **DEVELOPER** and if any alteration/ modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.
- (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 **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, 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 amalgamated property as per said sanctioned building plan at the cost of the **DEVELOPER** and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion togetherwith 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 Ground plus four storied building with Lift facility thereon in accordance with the building plan to be sanctioned by the



concerned The Kolkata Municipal Corporation Office on the said amalgamated land as mentioned above.

- (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 them 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 amalgamated property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of their allocation i.e. **DEVELOPER'S ALLOCATION** in the building 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 names of the **OWNERS** and represent them 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 **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building in the said amalgamated plot of land in accordance with the sanction 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 30 (Thirty) months from the date of sanction of building plan or from the date of taking over possession of the **SCHEDULE 'A'** mentioned property which ever is later.



- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors and 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 therein on Ownership basis and as mutually agreed upon.

5. **THE OWNERS 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 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 **OWNERS** 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 sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** within 30 (Thirty) months from the date of sanction of the building plan or from the date of taking over possession whichever is later.
- (iv) The **DEVELOPER** shall sell all the flats, Car Parking Space etc. of the proposed building, as the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said amalgamated plot of land 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 consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION**



as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.

- (v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project 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 make Agreement for Sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate General Power of Attorney in favour of the **DEVELOPER** and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favour of the intending Purchasers.

6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS** 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 30 (Thirty) months from the date of sanctioning the building plan in the said amalgamated plot of land as well as from the date of taking over vacant possession on the land whichever is later. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted

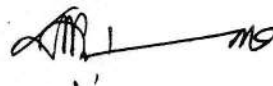


and the **DEVELOPER** shall have liberty to extend the time as per its requirement.

- (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 **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) Completion time of the project shall be 30 (Thirty) months from the date of sanctioning the building plan by K.M.C. or from the date of taking over possession whichever is later.
- (vi) Both the Parties shall give co-operation to each other.
- (vii) Mutation of K.M.C. N.O.C., Assessment Book Roll and K.M.C. tax with arrears, if any, upto the date of signing the agreement and also upto the period of handing over of Owners' allocation shall be borne by the **DEVELOPER**.
- (viii) The complete construction specification shall be part of the agreement under annexure X.

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

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to sell the entire Developer's Allocation excluding the Owners' Allocation and the Developer shall enjoy its Allocation without interference or disturbances from their 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 **OWNERS** shall execute and register a separate General Power of Attorney in favour of the **DEVELOPER** to complete the project and also register the conveyance Deeds in favour of the intending purchasers and



the **DEVELOPER** shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building and by virtue of this registered Development Agreement the **DEVELOPER** is hereby empowered by the **OWNERS** to execute and register its Allocation to any Third Party in respect of the said property as described in the **SCHEDULE - A** below.

- (iii) The **OWNERS** shall deposit the original Title Deeds, Link Deeds, Deed of Declarations, Deed of Exchange, K.M.C. Mutation Certificates and other original papers and paid up K.M.C. tax bills 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 **OWNERS**.
- (iv) The **OWNERS** shall record their names jointly in the record of K.M.C. through the **DEVELOPER** and the **DEVELOPER** shall clear up all the previous outstanding taxes of K.M.C. and also after amalgamating the two premises and after taking possession of the **OWNERS' ALLOCATION** in the said building, the **OWNERS** shall have to pay the necessary maintenance of the building and also the proportionate taxes. The **DEVELOPER** shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) That during pendency of this Agreement if any one of the Owner leaves this material world, his/her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNERS' ALLOCATION** shall then remain unchanged.
- (vi) The **DEVELOPER** shall sell all the flats etc. of the **DEVELOPER'S ALLOCATION** as described in the **SCHEDULE 'D'** hereunder written together with proportionate undivided share of the said entire amalgamated plot of land and the common portions, roof, lift, lift room and lift well of the building proportionately and proportionate services of common places. The



DEVELOPER shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or other portions from the **DEVELOPERS' ALLOCATION**.

- (vii) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.

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.

SCHEDULE - 'A' OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE TOTAL AMALGAMATED PROPERTY JOINTLY
ENJOYED BY THE OWNERS NO.1 & 2 HEREIN)

ALL THAT piece and parcel of entire amalgamated Property measuring total land area **5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less** as per present physical measurement togetherwith two R.T. sheds measuring total area of 200 (Two hundred) Sq.ft. situated in Mouza : Nayabad, J.L. No.25, Touzi No. 56, R.S. No.3, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, formerly Police Station - Kasba, at present Police Station - Purba Jadavpur,



known as The Kolkata Municipal Corporation Premises No.1306, Nayabad, being Assessee No. 31-109-08-1306-0, measuring net land area 2 (Two) Cottahs 4 (Four) Chittacks 25 (Twenty five) Sq.ft. more or less as per present physical measurement togetherwith a R.T. shed standing thereon measuring an area of 100 (One hundred) Sq.ft. more or less, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, owned by Smt. Swapna Ghosh and Premises No.866, Nayabad, Assessee No. 31-109-08-0866-0, measuring net land area 3 (Three) Cottahs 01 (One) Chittack more or less as per present physical measurement alongwith one R.T. shed measuring about 100 (One hundred) Sq.ft. more or less, comprising in portion of R.S. Dag No.191, under R.S. Khatian No.131, owned by Sri Tapan Ghosh, i.e. total amalgamated land area of two premises is measuring 5 (Five) Cottahs 5 (Five) Chittacks 25 (Twenty five) Sq.ft. more or less as per present physical measurement, District - South 24-Parganas and the entire amalgamated land is butted and bounded by :

ON THE NORTH : Land of Plot No.190 and Plot No.191;

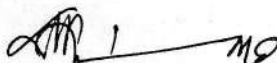
ON THE SOUTH : 30'-0" wide K.M.C. Road;

ON THE EAST : Land of Plot No.165 ;

ON THE WEST : Land of Plot No.168.

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

The OWNERS shall jointly get 50% (Fifty Percent) of the complete sanction flat area i.e. the OWNERS shall jointly get entire complete Third Floor flat area consisting of two flats and another two flats, one flat from First floor, South-West side and one flat from Fourth floor, South-East side as per K.M.C. sanction floor area and each floor consisting of two flats and the OWNERS shall jointly get 50% of the sanction Car Parking area to be situated on the Ground floor of the proposed building. Besides above the OWNERS shall also get from the DEVELOPER a non-refundable sum of Rs.2,00,000/- (Rupees Two Lac) only by two separate installments (i) Rs.50,000/- (Rupees Fifty Thousand) only paid at the time of execution of this agreement as well as the execution of the registered General Power of Attorney as mentioned in the memo below and balance (ii) Rs.1,50,000/- (Rupees



One Lac Fifty Thousand) only is to be paid on and within 1 (One) year from the date of registration of this Agreement and the **OWNERS** shall also enjoy the undivided proportionate share of land and also the common portions as mentioned in the **SCHEDULE – ‘C’** below and the **DEVELOPER** shall also enjoy the rest 50% of the flat and 50% of the Car Parking Spaces of the building to be erected at the cost of the **DEVELOPER**. Both the Parties shall co-operate to each other in this matter. If the title of the property is found in future a defective one and/or the mutation of the property is not obtained in respect of the property in future, this agreement shall be treated as cancelled and the **DEVELOPER** shall refund all the original documents in respect of the property to the **OWNERS**. If any investment is done during pendency of this agreement, the **OWNERS** shall be then liable to refund the entire cost together with other expenses.

**SCHEDULE – ‘C’ ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)**

Stair-case, lift, lift room and lift well, common passage, landings, water lines and water, electricity main line and its wiring, 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 all other rest 50% (Fifty percent) of the sanction Flat area i.e. entire complete Second Floor flat area as per K.M.C. sanction floor area and remaining 50% area of First floor and Fourth floor of the proposed building and rest 50% (Fifty percent) of the sanction Car Parking area to be situated on the Ground Floor of the proposed building excluding the ‘**OWNERS’ ALLOCATION**’ as mentioned in the Schedule – B above. 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 all other flat and Car Parking area excluding the Owners’ Allocation alongwith undivided proportionate land share out of total land as mentioned in the **SCHEDULE – ‘A’** herein and also the common facilities as mentioned in the **SCHEDULE – ‘C’**.



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

WITNESSES:

1. Abhijit Kumar Mishra
69/2, Baghyan Place
Kolkata - 700086

1. Swapna Ghosh.

2. Napan Ghosh.

SIGNATURE OF THE OWNERS


2. ~~Somesh Mishra~~
~~Advocate~~
~~High Court, Calcutta~~

For GHARBARI
Sanjay Kumar Ray
Proprietor

3. Tapas Paul
79 NAYA BAD
Wt 94

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:


(MR. DEBES KUMAR MISRA)
ADVOCATE
HIGH COURT, CALCUTTA.

ANNEXTURE - 'X'SCHEDULE OF WORK
(SPECIFICATION OF THE BUILDING CONSTRUCTION)All Civil Work as per I.S.I. standard.

1. Entire Floor Marble/Tiles in inside of flat.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminium sliding windows.
5. Plaster of Paris in wall.
6. Weather coat paints in outside wall.
7. Synthetic enamel paint in doors & windows grill (ICI/Burzer/Asian Paint).
8. Colour glazed tiles (8"x12") in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
9. Polished Green Marble on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical (Wire : Finolex/Havells) & water supply line (Supreme/Finolex).
12. Verandah railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Teak/door screen finishes with necessary fittings.
15. Roof treatment shall be done by painting of sika latex or equivalent company and thereafter roof tiles shall be fixed up.
16. Plumbing fittings of Essco make.
17. Lift shall be installed in the Building (GEE ELEVATOR OR EQUIVALENT).
18. Boundary walls shall be 5'-0" high from Ground level with 2 Nos. Decorative Sheet Gate for easy access.
19. R.C.C. Piling shall be done in foundation.
20. Intercom facility.

ELECTRICAL SPECIFICATION OF FLAT

- MS*
Advocate
- | | |
|------------------------------------|--|
| 1. Bed Room | - 2 Light points, 1 Fan point, 1 Plug point. |
| 2. Drawing/Dining | - 2 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point. |
| 3. Kitchen | - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point. |
| 4. Toilet | - 1 Light point, 1 Greaser point, 1 Exhaust Fan point. |
| 5. W.C. | - 1 Light point, 1 Exhaust Fan point. |
| 6. Verandah | - 1 Light Point. |
| 7. Flat wise separate Main Switch. | |

It is noted that if any extra work is done out of the said specification by the **OWNERS**, for such extra work, the **OWNERS** shall pay the necessary cost to the **DEVELOPER**.

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.50,000/- (Rupees Fifty Thousand) only out of total non-refundable sum of Rs.2,00,000/- (Rupees Two Lac) only from the **DEVELOPER** herein as mentioned in the Owners' Allocation of this Agreement in the manner followings :-

Sl. No.	Date	Draft No.	Name of the Bank and Branch	Amount Rs.
1.	25.07.2013	200660	ICICI Bank Ltd., Kalikapur Branch.	Rs.25,000.00
2.	25.07.2013	200661	-Do-	Rs.25,000.00
				Rs.50,000.00

(Rupees Fifty Thousand) only

WITNESSES:

1. Abhejit Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700 86

1. Swapna Ghosh.

2. ~~Somant Mishra~~
~~Advocate~~
High Court
Kolkata

2. Gagan Ghosh.

SIGNATURE OF THE OWNERS

3. FAPS Palik
79 NAYABAD
KOL 94

~~Advocate~~

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name SWAPNA GHOSH.....
 Signature Swapna Ghosh.....

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name JAPAN GHOSH.....
 Signature Japan Ghosh.....

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name SANJEET KUMAR Roy.....
 Signature Sanjeet Kumar Roy.....

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name
 Signature



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

Endorsement For Deed Number : I - 06773 of 2013
(Serial No. 07199 of 2013 and Query No. 1603L000013545 of 2013)

On 26/07/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 592.00/-, on 26/07/2013

(Under Article : B = 539/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 26/07/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-67,97,500/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 9050/- is paid , by the draft number 143969, Draft Date 26/07/2013, Bank : State Bank of India, KALIKAPUR, received on 26/07/2013

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

Presented for registration at 11.35 hrs on :26/07/2013, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Smt. Swapna Ghosh , one of the Executants.

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

Execution is admitted on 26/07/2013 by

1. Smt. Swapna Ghosh, wife of Sri Tapan Ghosh , Jadavpur Police Quarter, K B - 16, 3rd Floor, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Service
2. Sri Tapan Ghosh, son of Lt Upendra Nath Ghosh , Jadavpur Police Quarter, K B - 16, 3rd Floor, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Service
3. Sri Sanjeet Kumar Roy
Proprietor, M/s. Gharbari, 70(23/1), Purbachal Main Road, Kolkata, Thana:-Kasba, P.O. :-Haltu, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078.
, By Profession : Business



[Signature]
District Sub-Registrar-III
Ainapore, South 24-Parganas

(Smritikana Panda)

DISTRICT SUB-REGISTRAR-III OF 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 - 06773 of 2013
(Serial No. 07199 of 2013 and Query No. 1603L000013545 of 2013)

Identified By Somesh Mishra, son of . . . , High Court, Kolkata, Thana:-High Court Calcutta,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession:
Advocate.

(Smritikana Panda)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS




District Sub-Registrar-III
Alipore, South 24-Parganas

(Smritikana Panda)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 6924 to 6951
being No 06773 for the year 2013.



Smritikana Panda
(Smritikana Panda) 26-July-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal District Sub-Registrar-III
Alipore, South 24-Parganas

DATED THIS 26th DAY OF JULY 2013

BETWEEN

1. SMT. SWAPNA GHOSH
2. SRI TAPAN GHOSH

OWNERS

AND

SRI SANJEET KUMAR ROY
Sole Proprietor of
M/S. GHARBARI

DEVELOPER

AGREEMENT

MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA
ADVOCATES'
HIGH COURT CALCUTTA
69/1, BAGHAJATIN PLACE,
KOLKATA - 700086
PHONE NO. 2425-0490
MOB.9830236148
MOB.9836115120
MOB.9051446430