

14/12/2014

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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D. Atul & Ganesha  
Asok Kumar Ghosh  
 Alona Kumar Ghosh  
 Anamur M. Ghosh  
 Archana Mukherjee  
 R. R. Das  
 Shubha Ghose  
 Chaitali Sarkar  
 Suparna Ghosh  
 Mitali Das  
 Tapan Kumar Debmallick  
 Tareun Kumar Debmallick  
 Ratna Dasgupta  
 Beauty Debmallick  
 Bami Sen  
 Rashmi Jethani  
 Bismita Mitra  
 Monica Ghose (Resident)  
 SUPNYA GHOSE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this... 12<sup>th</sup>.....

day of December..... TWO THOUSAND FOURTEEN

BETWEEN

Witnessed that the document is submitted to registration. The Signature Sheet and Development Sheet Attached to the document are the part of the document.

Additional District Sub Registrar  
Coimbatore, Dum Dum, 2nd Floor (North)

7 0 APR 2015

North Land Construction

Lotan Bhow

1) a) **Smt. Sukla Ghose**, wife of Late Ajit Kumar Ghose, by religion -Hindu, by occupation — House wife, residing at — 92/2/A, Neogipara Road, Kolkata-700036, P.S. — Baranagar, District — North 24 Parganas.

b) **Smt. Chaitali Sarkar**, wife of Saibal Sarkar, D/o Late Ajit Kumar Ghosh, by religion -Hindu, by occupation — House wife, residing at 22 Anath Bondhu Chakraborty Lane, P.O. — Uttarpara, District - Hooghly.

c) **Smt. Mitali Dey** wife of Arindam Dey, D/o Late Ajit Kumar Ghosh, by religion -Hindu, by occupation— House wife, residing at 6/1A, Raja Apurba Krishna Lane, P.O. & P.S.— Sithee, Kolkata — 700050, District — North 24 Parganas.

2) **Shri Asok Kumar Ghose**, S/o Late Sntosh Kumar Ghose, by religion-Hindu, by occupation-retired person, residing at-156/1, Maharaja Narida Kumar Road (South), Flat No.209/A, Kolkata-700 036, Police Station-Baranagar, District-North 24 Parganas.

3) **Shri Dilip Kumar Ghose**, S/o Late Santosh Kumar Ghose, by religion-Hindu, by religion-Hindu, by occupation-Business, residing at -7/11, Nilganj Road, Police Station-Belghoria, Kolkata-700 056, District- North 24 Parganas

4) **Shri Alope Kumar Ghose**, Son of Late Santosh Kumar Ghose, by religion-Hindu, by occupation-retired person, residing at-85, Neogipara Road, Kolkata-700 036, Police Station-Baranagar, District-North 24 Parganas.

5) **Shri Amar Kumar Ghose**, son of Late Santosh Kumar Ghose, by religion-Hindu, by occupation-Retired Person, residing at-85, Neogipara Road, Kolkata-700 036, Police Station — Baranagar, District-North 24 Parganas.

6) **Smt. Reba Dey**, W/o Shri Shyamal Dey, by religion-Hindu, by occupation-Business, residing at-85, Neogipara Road, Kolkata-700036, Police Station-Baranagar, District North 24 Parganas.

7) **Smt. Archana Mitra** w/o Late Sidhartha Mitra, by religion-Hindu, by occupation-Housewife, residing at-85, Neogipara Road, Kolkata-700036, Police Station- Baranagar, District-North 24 Parganas.

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8) **Shri Shyamal Kumar Ghose**, S/o Late Susil Kumar Ghose, by religion-Hindu, by occupation-Service, residing at 14/6, Narayan Roy Road, P.O. Barisha, Kolkata-700 008, Police Station - Thakurpukur, District — South 24 Parganas.

9) **Kumari Supriya Ghose**, daughter of Late Susil Kumar Ghose, by religion-Hindu, by occupation- Grihasthali, residing at-14/6, Narayan Roy Road, Post Office-Barisha, Kolkata-700008, Police Station-Thakurpukur, District-South 24 Parganas.

10) **Shri Tapan Kumar Debmallick**, S/o Late Jaya Rani Debmallick & Late Prafulla Kumar Debmallick, by religion-Hindu, by occupation- retired person, residing at-52, Mahanirban Road, Kolkata-700 029, Police Station-Gariahat, District-South 24 Parganas.

11) **Shri Tarun Kumar Debmallick**, S/o Late Jaya Rani Debmallick & Late Prafulla Kumar Debmallick, by religion-Hindu, by occupation-Service, residing at-52, Mahanirban Road, Kolkata-700 029, Police Station-Gariahat, District-South 24 Parganas.

12) **Smt. Rachna Jotwani**, W/o Shri Hari Lal Jotwani, by religion-Hindu, by occupation-Housewife, residing at-39/1, Lake Avenue, Kolkata-700 026, Police Station-Tollygunge, District-South 24 Parganas.

13) **Smt. Ratna Dasgupta**, W/o Shri Sanjit Dasgupta, by religion-Hindu, by occupation Housewife, residing at-21C, South End Park, Kolkata-700029, Police Station- Lake, District — South 24 Parganas.

14) **Smt. Bani Sen**, W/o Late Supriya Sen, by religion — Hindu, by occupation- Housewife, residing at-55/4, Ballygunge Circular Road, Kolkata-700 019, Police Station - Karaya, District — South 24 Parganas.




15) **Smt. Beauty Debmallick**, Daughter of Late Prafulla Kumar Debmallick, by religion - Hindu, by occupation — Housewife, residing at - 52, Mahanirban Road, Kolkata-700 029, Police Station -Gariahat, District -South 24 Parganas.

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*[Handwritten Signature]*

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PAGE NO. —  
SPECIMEN FORM FOR TEN FINGERPRINTS

SL. No.	Signature of the Executants/ Presentants					
	 Ratna Dasgupta	Little	Ring	Middle	Fore	Thumb
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			( Right Hand )			
	 Rachna Jotwa	Little	Ring	Middle	Fore	Thumb
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North Land Construction












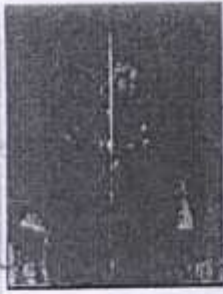










*Bani Sen*

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	 <i>Amara S. S. S.</i>	Little	Ring	Middle	Fore	Thumb
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	 <i>S. S. S. S.</i>	Little	Ring	Middle	Fore	Thumb
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	 <i>Mitali Dey.</i>	Little	Ring	Middle	Fore	Thumb
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			(Right Hand)			
	 <i>Tapan Kumar Debmallik.</i>	Little	Ring	Middle	Fore	Thumb
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			(Right Hand)			
	 <i>Tapan Kumar Debmallik</i>	Little	Ring	Middle	Fore	Thumb
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	 <i>A. K. Sharma</i>	Little	Ring	Middle	Fore	Thumb
			( Left Hand )			
						
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		( Right Hand )				
						
	 <i>Anand Kumar</i>	Little	Ring	Middle	Fore	Thumb
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		Thumb	Fore	Middle	Ring	Little
		( Right Hand )				
						
	 <i>Ashok Kumar Ghose</i>	Little	Ring	Middle	Fore	Thumb
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16) **Shri Biswajit Mitra**, S/o Late Parul Mitra & Late Sushil Kumar Mitra, by religion-Hindu, by occupation-Business, residing at-12/1-A, Deshbandhu Road (East), Kolkata-700035, Police Station-Baranagar, District-North 24 Parganas.

17) **Smt. Namita Ghose (Majumdar)**, W/o. Atindra Nath Majumdar, by religion- Hindu, by occupation — Service, residing at 26/B/6, Sashi Bhusan Neogi Garden Lane, Kolkata — 700 035, Police Station — Baranagar, District-North 24 Parganas, herein after jointly called and referred to as the **OWNERS/VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**NORTH LAND CONSTRUCTION** a partnership firm registered under the Indian Partnership Act. 1932, having its office at No. 2 South Nowdapara, Ariadaha, Kolkata-700057, represented by its partners viz. (1) **SRI JAYANTA GHOSH** son of Late Dilip Kumar Ghosh, by faith - Hindu, by Occupation - Business, residing at No. 2, South Nawdapara, P.O. -Ariadaha, P.S.- Belghoria, Kolkata — 700 057, District - North 24 Parganas, (2) **SRI ANJAN BHATTACHARJEE** son of Sri Krishna Chandra Bhattacharjee, by faith — Hindu, by Occupation — Business, residing at 41/13, A.C. Banerjee Road, Ariadaha, Kolkata — 700 057, District- North 24 Parganas, (3) **SRI AJIT KUMAR ROY**, son of Late Sachindralal Roy, by religion — Hindu, by occupation — Business, residing at 42A/5, Feeder Road, Kolkata — 700 056 and hereinafter called and referred to as the **DEVELOPER/PROMOTER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives, successors-in-office and assigns) of the **SECOND PART**.

**WHEREAS** one Sri Nagendra Nath Ghose and Smt. Bibhabati Ghose now deceased, had been seized and possessed of or otherwise well and sufficiently entitled to all that the properties containing a piece and parcel of land with structures measuring 2 Bighas 6 Cottahs 14 Chittacks 0 Sq.ft. (1931 satak) more or less by physical measurement under Mouza - Bonhooghly, J.L.No.6,

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Registered Sub-Registrar  
Kolkata-700057



Re.Sa.No.5, Touzi No.3827, Khatian No. 79, Dag No.1927,1931,1932 and 1933 Holding No.353 under Ward No. 12 within the municipal limit of Baranagar Municipality, situated at 10, M. K. S. Masjid Bari Lane, Kolkata— 700036, P.O & P.S. Baranagar, Dist. North 24 Parganas;

**AND WHEREAS** said Nagendra Nath Ghose died intestate in the year 1932 leaving him behind the following legal heirs and successors :-

Wife — Bibhabati Ghose, Ten sons — Santosh Ghose, Monotosh Ghose, Nabakumar Ghose, Sukumar Ghose, Susil Ghose, Sudhir Ghose, Sunil Ghose, Subal Ghose, Sudhangshu Ghose, Ajit Kumar Ghose and Two daughters — Jaya Rani Debmallick, Parul Mitra.

**AND WHEREAS** said Bhibhabati Ghose W/o Late Nagendra Nath Ghose, died in the year 1984, Sudhir Kumar Ghose died as a bachelor in the year 1933, Naba Kumar Ghose died as a bachelor in the year 1968, Monotosh Kumar Ghose died as a bachelor in the year 1973, Sukumar Ghose died as a bachelor in the year 1992, Sudhangshu Kumar Ghose died as a bachelor in the year 2001, Subol Kumar Ghose died as a bachelor in the year 2001,

**AND WHEREAS** the demise of Sudhir Kumar Ghose and Monotosh Kumar Ghose their shares of the above mentioned property was devolved upon their mother Bibhabati Ghose as per Daya Bhaga of school of Hindu law and after the demise of said Bibhabati Ghose, Monotosh Kumar Ghose, Sukumar Ghose, Sudhangshu Kumar Ghose their shares of the above mentioned property had been devolved upon the living sons and daughters of Nagendra Nath Ghose namely Santosh Kumar Ghose, Susil Kumar Ghose, Sunil Kumar Ghose, Ajit Kumar Ghose, Jaya Rani Debmallick and Parul Mitra.

**AND WHEREAS** said Santosh Kuinar Ghose since deceased and his wife died earlier of him, leaving behind his four sons Dilip Kumar Ghose, Asok Kumar Ghose, Alope Kumar Ghose, Amar Kumar Ghose and two daughter Archana Mitra, Reba Dey and they have become joint owners of the proportionate shares left by the deceased Santosh Kumar Ghose jointly with the other co-sharers in the undivided properties mentioned herein before by way of inheritance.

**AND WHEREAS** said Susil Kumar Ghose since deceased and his wife and one son died earlier of him, leaving behind his two sons — Swapan Kumar Ghose, Shyamal Kumar Ghose and one unmarried daughter Supriya Ghose and they

have become joint owners of the proportionate shares left by the deceased Susil Kumar Ghose jointly with the other co-sharers in the undivided properties mentioned herein before by way of inheritance.

**AND WHEREAS** said Swapan Kumar Ghose died instated on 30.01.2013 leaving behind his brother Shyamal Kumar Ghose and only sister Supriya Ghose as above and as his legal heirs and representatives.

**AND WHEREAS** said Jaya Rani Debmallick since deceased and her husband died earlier of her, leaving behind her two sons Tapan Kumar Debmallick, Tarun Kumar Debmallick and four daughters Rachna Jotwani, Ratna Dasgupta, Bani Sen, Beauty Debmallick and they have become joint owners of the proportionate shares left by the deceased Jaya Rani Debmallick jointly with other co-sharers in the undivided properties mentioned herein before by way of inheritance.

**AND WHEREAS** said Parul Mitra since deceased and her husband died in the year 2006, leaving behind their only son Blswajlt Mitra and he has become owner of the proportionate shares left by the deceased Parul Mitra and her deceased husband jointly with other co-sharers in the undivided properties mentioned herein before by way of inheritance.

**AND WHEREAS** said Sunil Kumar Ghose since deceased and his wife died in the year 2011, leaving behind their only daughter Namita Ghose Majumdar and she has become owner of the proportionate shares left by deceased Sunil Kumar Ghose and her deceased wife jointly with other co-sharers in the undivided properties mentioned herein before by way of inheritance.

**AND WHEREAS** said Ajit Kumar Ghose died instated on 22. 01.2014, leaving behind his wife Smt. Sukla Ghose, and two daughters Smt. Chaitali Sarkar, Smt. Mitali Dey as his legal heirs and representatives.

**AND WHEREAS** said **SUKLA GHOSE, CHAITALI SARKAR, MITALI DEY, DILIP KUMAR GHOSE, ASOK KUMAR GHOSE, ALOKE KUMAR GHOSE, AMAR KUMAR GHOSE, REBA DEY, ARCHANA MITRA, SHYAMAL KUMAR GHOSE, KUMARI SUPRIYA GHOSE, TAPAN KUMAR DEBMALICK, TARUN KUMAR DEBMALICK, RACHNA JOTWANI, RATNA DASGUPTA, BANI SEN,**



**BEAUTY DEBMALLICK, BISWAJIT MITRA and NAMITA GHOSE MAJUMDAR** have become joint owners of property containing an area of land measuring 2 Bighas 6 Cottahs 14 Chittacks 0 Sq.ft. (1931 satak) more or less by physical measurement under Mouza - Bonhooghly, J.L.No.6, Re.Sa.No.5, Touzi No.3827, Khatian No. 79, Dag No.1927,1931,1932 and 1933 Holding No.353 under Ward No. 12 within the municipal limit of Baranagar Municipality, situated at 10, M. K. S. Masjid Bari Lane, Kolkata— 700036, P.O & P.S. Baranagar, Dist. North 24 Parganas.

**AND WHEREAS** a partition suit was filed by the parties in the 1<sup>st</sup> Court of Civil Judge (Sr.Divn) at Barasat vide T.S no. 256 of 1999 and the said case was compromised by & between the parties out of Court and compromise petition was filed by both the parties before the Ld Court on 04.10.2012 and the same was heard and Ld. Court was pleased to dismiss the above case on 09.10.2012

**AND WHEREAS** another title suit vide No. 227 of 2005 was filed by Subhas Halder against Ajit Kr. Ghosh & ors. before the Ld. Court at Sealdah for permanent injunction and said case was dismissed for default on 17.8.2010.

**AND WHEREAS** the party of the first part/owners mutated their names in the record of B.L.R.O. and paying rents and taxes regularly.

**AND WHEREAS** the party of the first part/owners are thus absolutely seized and possessed of or otherwise and sufficiently entitled to the messuage, tenements, land, hereditaments and premises (hereby) intended to be granted and conveyed and hereinafter referred to as the said property as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances and approved and accepted the same by the developer with its full satisfaction .

**AND WHEREAS** the owners have herein decided to make construction of a multistoried building on the plot of land mentioned in Schedule "A" written hereunder but due to financial stringency they have no capacity to undertake the construction work of multistoried building on the aforesaid land at their own risk and responsibility. The owners is in search for an intending promoter/developer. The party of the Second Part being informed from reliable source expressed it's desire to do the needful for construction work of multistoried building on the plot of land as mentioned in Schedule "A" written

hereunder at its sole risk and responsibility. The parties hereto agreed to enter into an agreement for Joint Venture on certain terms and conditions, hence this joint venture agreement held between the parties herein.

**AND WHEREAS THE PROMOTER/DEVELOPER** herein being the party of the other part prior to execution of this Agreement made independent investigation about the title of the land owner and of the plot of land referred to hereunder in Schedule "A" and have approved and accepted the same to its full satisfaction. The **PROMOTER/DEVELOPER** have inspected /verified with prior notice to the landowners the relevant deeds and documents and physical condition etc. in connection with the plot of land which are in possession of the landowner.

**NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS AGREED BY BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**ARTICLE - 1**

**DEFINITION**

**BUILDING** : shall mean the said multistoried building on R.C.C. Foundation and super structure on R.C. Column, beams and slabs to be constructed on the said land according to the drawing, plans and specification approved and duly signed by the owner and sanctioned by the competent authority and constructed in conformity with the details of construction given in the details hereunder written, subject to load bearing capacity of the land.

**BUILDING PLAN** : Shall mean drawing, plans and specifications for the construction of the said building to be sanctioned by the competent authority and shall include any renewal or amenities thereto and/or modification thereon made or caused by the promoter/developer after approval and duly signed by the owner or any other Government authority.

**COMMON AREA AND FACILITIES** : shall mean entrance passage as permitted by the sanctioning authority for proposed building while access to use the entrance passage unless the context otherwise require the items specified in Section 3(d) of the West Bengal Apartment Ownership Act 1972 and more fully mentioned in the Schedule "C" hereunder.



**LAND OWNERS MEAN :** First Part mentioned in Sr. No. 1 to 17.

**DEVELOPER MEANS: NORTH LAND CONSTRUCTION** a partnership firm registered under the Indian Partnership Act. 1932, having its office at No. 2 South Nowdapara, Ariadaha, Kolkata-700057, represented by the partners namely **(1) SRI JAYANTA GHOSH** son of Late Dilip Kumar Ghosh, by faith - Hindu, by Occupation - Business, residing at No. 2, South Nawdapara, P.O. - Ariadaha, P.S.- Belghoria, Kolkata — 700 057, District - North 24 Parganas, **(2) SRI ANJAN BHATTACHARJEE** son of Sri Krishna Chandra Bhattacharjee, by faith — Hindu, by Occupation — Business, residing at 41/13, A.C. Banerjee Road, Ariadaha, Kolkata — 700 057, District- North 24 Parganas, **(3) SRI AJIT KUMAR ROY**, son of Late Sachindralal Roy, by religion — Hindu, by occupation — Business, residing at 42A/5, Feeder Road, Kolkata — 700 056,

**LAND OWNER'S ALLOCATION:**

Total consideration of **Rs. 1,50,00,000/- (Rupees One Crore Fifty Lac)** only net amount only is fixed.

Owners will get one garage measuring **120 Sq.ft. on the ground floor** including super built-up area and owners will also get **Rs.80,00,000/- (Rupees Eighty Lac)** only on signing of this Agreement and the balance Amount of **Rs.70,00,000/- (Rupees Seventy Lac)** only will be paid on November, 2016. The developer shall not deduct any amount of money from the land owners allocation on any Ground whatsoever.

**THE BUILDING:** Shall be constructed by the Promoter /Developer at its own cost and responsibility Details of owner's allocation categorically mentioned in the Schedule "B" written hereunder. And remaining flat. Rooms, office space, and vacant spaces of the projects of newly constructed building remain with the possession of the Promoter/Developer, hereinafter called as **PROMOTER'S/DEVELOPER'S** allocation.

**TRANSFER:** With the grammatical variation mean transfer by way of sale of flat/flats, except the owners' allocation to be transferred by the Promoter/Developer against consideration to the intending purchasers.

**TRANSFEEE/PURCHASER MEAN:** to whom any flat/flats and part with possession of the building to be transferred.

The said plot of land shall mean all that piece and parcel of land particularly mentioned and described in the Schedule "A" written hereunder.

#### **ARTICLE: I**

That the land owner shall execute registered and Notaries Power of attorney granting exclusive right and possession to the developer for making construction of the multistoried building (G+ ) on the plot of land as specified in the Schedule "A" written hereunder, accordingly the sanctioned plan duly sanctioned by the competent authority and in conformity with the said details of the construction and to sale the flat /flats to the intending purchasers and to obtain necessary advance from the intending purchasers at the sole description on such terms and conditions as the Developer think fit and proper. The Developer shall bear all necessary charges to obtain the sanction plan for construction of the multistoried building from the competent authority and shall comply with the sanctioned provision clearance or approval as may be required All the application and other necessary papers and documents drawing plan etc. in connection with the construction of the multistoried building shall be signed by the owners and the same submitted by the Developer before the competent authority for approval and smooth running of the construction work of the building, provided that all the necessary expenses and cost shall be borne by the Developer/Promoter. To mention here the developer is entitled to transfer and/or sale and/or receive advance money from the intending purchaser/purchasers for the construction area belong to the developer, of the multistoried building as per such transfer by the Promoter /Developer. The land owners shall not be liable for any financial transactions/advance money received from intending Purchasers or financial institutions and banks etc. The land owners shall execute two power of attorney, out of that one should be registered and other one should be Notarized.

#### **ARTICLE : II BUILDING ALLOCATION**

That, immediately upon the progress of the construction of the said building on the plot of land as specifically described in the Schedule hereunder in accordance with the sanctioned building plan also in conformity with details of the construction of the building has been so progressed the developer shall



deliver to the land owner the owner's allocation as stated herein before which will absolute belong to the owner with every right title and interest claiming and/or demand thereon and the remaining constructed area will be developer's allocation thereof, The Developer have right to deliver possession of the flats/shops/garage/office spaces, in the said multistoried building belonging to their allocation provided always that the developer shall pay out the owner's allocation as per Schedule 'B' during the progress of work which may be agreed upon by and between the land owners and developer in consideration of the property mentioned in the schedule hereunder within 24 months from the date of execution of this agreement, for the proposed multistoried building. It should be mentioned here that due to obstruction of natural calamity if the Developer/promoter fail to deliver the owner's allocation within the stipulated time as mentioned hereinbefore in that case further time for next 6 (six) months shall be allotted to the Promoter/Developer.

#### **ARTICLE: III COMMON EXPENSES**

The Developer and intending purchasers shall pay and bear proportionate share of the expenses for the property maintenance charges, including Municipal Charges and/or all out going expenses for the proper welfare, maintenance of multistoried building as per provision of the West Bengal Apartment Ownership Act. In respect of the respective flat owners as may be determine jointly by the owners and developers as association of the flat owners so to be formed by the intending purchasers of the flats of the said multistoried building. The flat owners as well as the Developer of the land until formation of the Association of flat owners, particularly and regularly their respective share of maintenance charges and common expenses to the promoter/Developer but after formation thereof to the Association if the any flat owner neglect to do so in that event all that flat owners shall be liable for all claims, action demand and the Developer/Promoter indemnified and harmless consequent upon such default in that behalf. That the flat owner shall permit the developer and her employee and agents with or without workmen and others to enter into and upon the owners allocation and every part thereof for the purpose of maintenance of building and/or for the purpose of maintenance of rebuilding and/or for the purpose of repairing, rebuilding, cleaning, lightening and keep in order and good conditions alt common facilities and/or for the purpose of pulling done the maintenance repairing and testing drain, water pipes connection, electric connection wiring and for any similar purpose.



**ARTICLE:IV OWNERS OBLIGATION**

The Developer shall clear up the government rent, municipal taxes, and other out going payable in respect of the said plot of land up to date of this presence. During the commencement of these agreement, the owner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said building by the developer but the owners shall have right to enter into the building and to inspect the construction work carried on thereby the Developer. The owner shall convey and/or transfer the proportionate share of the land for the flats to the intending purchasers confirmed by the Developer of the building. The Developer shall be member of the association to be formed by the intending purchasers of the flats and shall abide by the rules and regulation as well as resolution adopted by the association.

The Developer hereby declare that with full satisfaction on the title and physical condition of the schedule property , they have undertaken the Development work for the construction of the building work and at no point the land owners shall be liable from any claim , action and demand over the plot of land whatsoever .

That to enable the Promoter/Developer to develop the said property the owner shall grant and execute an irrevocable power of attorney in favour of the Developer to completion of the construction of the multistoried building.

The owner shall hand over the vacant possession of the "A" schedule property to the Promoter/Developer on the day of signing of this agreement and confirmation thereof by the Developer.

**DEVELOPER'S OBLIGATION**

The Developer shall make construction of the multistoried building at her own cost and responsibility and they may appoint architect, manson and labour for carrying on and proceed with the construction of the building and other common spaces according to the approval and as per specification of the sanctioned plan and in conformity with the said sanctioned plan. The said developer shall procure and arrange building materials etc. for smooth running of the construction work. The constructions work shall be the sole risk and responsibilities of the Promoter/Developer and it is mutually agreed clearly and under stood that the Developer sole shall be responsible for any defect, in construction.



**SCHEDULE 'B' REFERRED TO HEREIN BEFORE**

Owners will get one Garage measuring 120 Sq. ft on the Ground Floor including super built up area and also the owners will gate Rs.1,50,00,000/- (Rupees One Crore Fifty Lac) only.

**SCHEDULE 'C' REFERRED TO ABOVE SPECIFICATION OF THE FLATS****A. GENERAL**

The building shall be R.C.C framed structure as per of the Consultant Engineer.

**B. BRICK WALL**

All exterior brick work shall be 200 mm thick with bricks of approved quality in C.M (1:6) AU portions shall be 125/75mm thick with bricks of approved quality in C.M. (1:4)

**C. FLOORING SKIRTING**

- a) AU rooms and verandahs are laid with marble and skirting of 4" height and Verandah railing 900 mm. High brick work only with partly M.S Grill.
- b) Kitchen will have marble in floor
- c) The toilet floors will have Marble finish with dado of 6"-O height ceramic tiles

**D. PLASTER**

The outside and inside wall of the building will have plaster 18 mm. thick (average) whereas the ceiling plaster will be 12 mm. thick (average)

**E. DOORS & WINDOWS****1) MAIN ENTRANCE DOOR**

- a) flash door with both sides painted
- b) Aluminum 9" long tower bolt from inside
- c) Electric bell connection.
- d) One Morlic Lock

**2) OTHER DOORS**

- a) All the doors should be flash door
- b) Tower bolt 8" long from inside
- c) One hatch bolt form out side for bedroom only

**3) TOILET DOORS**

- a) P.V.C Door
- b) Tower bolt 6" long and handle from both side.

**4) WINDOWS**

- a) Aluminum sliding window

The Developer shall complete in all respect the construction work according to the sanction plan sanctioned by the competent authority within 24 months from the date of execution of this agreement and release entire consideration in manner as mentioned in Schedule "B" written hereunder, unless if prevented from doing so by act of god of other forces beyond the control of the developer in that event the owner may allow further 6(six) months time for payment of Owners allocation as mentioned in schedule 'B' as mutually agreed upon. That, the developer undertakes to keep the owner indemnified against all claim act on from any person out of any sort of act and/or omission from construction of the building. The developer shall choose the name of the said building the promoter/developer have entered into this agreement purely on principal to principal basis and nothing status therein deemed to be construction as partnership between the developer and the land owners for such promotion of the multistoried building. This agreement is not a partnership agreement nor profit sharing agreement between the parties. Approval of the building plan and specification of the building plan, for construction of the said multistoried building shall be final and binding on the parties hereto and no objection will be raised during construction work done in accordance with the sanctioned plan.

#### SCHEDULE 'A' REFERRED TO HEREIN BEFORE

All that a piece and parcel of land measuring 2 Bighas 6 Cottahs 14 Chittacks 0 Sq.ft. (~~1931-1933~~) more or less including 8 Cottahs 0 Chittacks 4 Sq. ft pond by physical measurement with 500 sq. ft R.T. Shed Structure thereon under Mouza - Bonhooghly, J.L.No.6, Re.Sa.No.5, Touzi No.3827, Khatian No. 79, Dag No.1927,1931,1932 and 1933 Holding No.353 under Ward No. 12 within the municipal limit of Baranagar Municipality, situated at 10, M. K. S. Masjid Bari Lane, Kolkata— 700036, P.Q & P.S. Baranagar, Dist. North 24 Parganas, detail of which is butted and bounded by:

On the North	: 18/1 M.K.S. Masjid Bari Lane
On the South	: 827 Neelgi Para Road.
On the East	: M.K.S. Masjid Bari Burial Ground
On the West	: 51/1 M.K.S. Masjid Bari Lane



b) All window shall be provided with M.S Grills as per design

#### 5) WALL FINISHES

The building shall be painted externally with snowcem or equivalent. The inside of the building shall have plaster of Paris only.

#### 6) TOILETS

- a) White colour one western type of W.C or One commode (Anglo Indian).
- b) One Shower in toilet.
- c) white colour one wash basin at dining.
- d) One tap in each toilet.
- e) PVC Pipelines will be partly concealed type inside the toilet.

#### 7) KITCHEN

- a) One cooking platform with black stone.
- b) Building in one S/S sink and one White basin in drawing cum dinning.
- c) Dado on cooking plat form with 2'6" high white glazed title.

#### 8) STAIR CASE

Stair case will be provided fixed glass panes 3 mm. thick with steel frame for light as per design. Stair floor with have marble finishing

#### 9) ROOF

- a) water proofing floor in proper slope will be provided over roof slab.
- b) 3' high parafit will be provided all around the roof slab
- c) Suitable rain water PVC pipe for proper drainage of water from roof

#### 10) ELLECTRICAL INSTALLATION

- a) the electric meters should be provided by the Promoter for the flats but cost should be provided by the Flat owner.
- b) Two light points, one fan point, one power point and a plug point in drawing and dining.
- c) One light points each in toilet and kitchen and oven power point in kitchen.
- d) One fan point, two light points and a plug point in each bedroom.
- e) One point for calling bell
- f) All wiring will be concealed type with copper wire.
- g) Cabin room of electricity meter for entire building should be under the stair case.
- h) Lift facility should be available.

#### 11) WATER SUPPLY

- a) Water supply from local municipality and a Deep well with submersible pump.

NOTE: Any extra works other than the standard specified terms shall be entertained and charged at a rate as will be mutually agreed upon before starting execution of the work and full payment for such work shall be made before the work.

WITNESSES:

1 *Biswajit Mishra*  
100-S.S. Road  
Kal-30.

2

*Silpi Ghosh*  
*Asok Kumar Ghosh*  
*Alok Kumar Ghosh*  
*Amar kr. Ghosh*  
*Archana Mitra*  
*Reba Roy*  
*Gulka Ghose*  
*Chaitali Sarkar*  
*Syamal Kumar Ghosh*  
*Supriya Ghose*  
*Mitali Dey*  
*Jagan Kumar Debnallick*  
*Tarun Kumar Debnallick*  
*Ratna Dasgupta*  
*Bani Sen*  
*Rachna Jotwani*  
*Beauty Debnallick*  
*Namita Ghose (Minidasa)*  
*Biswajit Mishra*

North Land Construction

*Partner*

Partner

Drafted and Prepared by me

*Santosh Kumar Ghosh*

*Adnan Khan* *Ajit Kumar Ghosh*

*Partner*

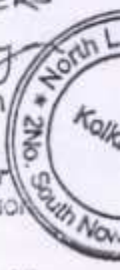
SIGNATURE OF THE DEVELOPERS

*Partner*

North Land Construction

*Partner*

North Land Construction



SIGNATURE OF THE DEVELOPERS





Government Of West Bengal  
Office Of the A.D.S.R. COSSIPORE DUMDUM  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03770 of 2015  
(Serial No. 14125 of 2014 and Query No. 1506L000026617 of 2014)

On 12/12/2014

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

Presented for registration at 17.25 hrs on :12/12/2014, at the Private residence by An  
Bhattacharjee , one of the Claimants.

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

Execution is admitted on 12/12/2014 by

1. Mitali Dey, wife of Arindam Dey , 6/1 A, Raja Apurba Krishna Lane, Kolkata, Thana:-Sinthee, P.  
:-Sinthee, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700050, By Caste Hindu,  
Profession : House wife
2. Asok Kumar Ghose, son of Late Sntosh Kumar Ghose , 156/1, Maharaja Nanda Kr Road (s), Kolka  
Thana:-Baranagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700036, By Caste Hind  
By Profession : Retired Person
3. Dilip Kumar Ghose, son of Late Sntosh Kumar Ghose , 7/11, Nilgunj Road, Kolkata, Thana:-Belghori  
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700056, By Caste Hindu, By Profession  
Business
4. Amar Kumar Ghose, son of Late Sntosh Kumar Ghose , 85, Neogi Para Road, Kolkata  
Thana:-Baranagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700036, By Caste Hind  
By Profession : Retired Person
5. Reba De, wife of Shyamal Dey , 85, Neogi Para Road, Kolkata, Thana:-Baranagar, District:-Nor  
24-Parganas, WEST BENGAL, India, Pin :-700036, By Caste Hindu, By Profession : Business
6. Shyamal Kumar Ghose, son of Late Susil Kumar Ghose , 14/6 Narayan Roy Road, Kolkata  
Thana:-Thakurpukur, P.O. :-Barisha, District:-South 24-Parganas, WEST BENGAL, India, P  
:-700008, By Caste Hindu, By Profession : Service
7. Tapan Kumar Deb Mallick, son of Late Jaya Rani Deb Mallick , 52 Mahanirban Road, Kolkata  
Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu  
By Profession : Service
8. Tarun Kumar Deb Mallick, son of Late Jaya Rani Deb Mallick , 52 Mahanirban Road, Kolkata  
Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu  
By Profession : Service
9. Rachna Jotwani, wife of Hari Lal Jotwani , 39/1 Lake Avenue, Kolkata, Thana:-Tollygunge  
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession  
House wife
10. Ratna Dasgupta, wife of Hari Lal Dasgupta , 21 C South End Park, Kolkata, Thana:-Lake, District:-South  
24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : House wife

North Land Construction

*Ratna Dasgupta*

Partner

Partner







Government Of West Bengal  
Office Of the A.D.S.R. COSSIPORE DUMDUM  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03770 of 2015  
(Serial No. 14125 of 2014 and Query No. 1506L000026617 of 2014)

11. Bani Sen, wife of Late Supriya Sen , 55/4 Ballygunge Circular Road, Kolkata, Thana:-K District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profes House wife
12. Biswajit Mitra, son of Late Parul Mitra , 12/1- A, Deshbandhu Road ( East ), Kolkata, Thana:-Baran District:-North 24-Parganas, WEST BENGAL, India, Pin :-700035, By Caste Hindu, By Profes Business
13. Namita Ghose ( Majumder), wife of Atindra Nath Majumder , 26/ B/6, Sashi Bhusan Neogi G Lane, Kolkata, Thana:-Baranagar, District:-North 24-Parganas, WEST BENGAL, India, Pin :-70 By Caste Hindu, By Profession : Service
14. Jayanta Ghosh  
Partner, North Land Construction, 2, South Nowdapara, Kolkata, Thana:-Belghoria, District:- 24-Parganas, WEST BENGAL, India, Pin :-700057.  
, By Profession : Business
15. Anjan Bhattacharjee  
Partner, North Land Construction, 2, South Nowdapara, Kolkata, Thana:-Belghoria, District:- 24-Parganas, WEST BENGAL, India, Pin :-700057.  
, By Profession : Business
16. Ajit Kumar Roy  
Partner, North Land Construction, 2, South Nowdapara, Kolkata, Thana:-Belghoria, District:- 24-Parganas, WEST BENGAL, India, Pin :-700057.  
, By Profession : Business  
Identified By Biswajit Podder, son of S N Podder, 100, S. S. Road, Kolkata, Thana:-Sin District:-North 24-Parganas, WEST BENGAL, India, Pin :-700030, By Caste: Hindu, By Profes Business.

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

On 15/12/2014

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 assessed at Rs.-4,95,89,412/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid Impressive Rs.- 100/-

North Land Construction

*Utpal Kumar Basu*

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

Partner On 16/01/2015

Payment of Fees:

Amount by Draft







Government Of West Bengal  
Office Of the A.D.S.R. COSSIPORE DUMDUM  
District:-North 24-Parganas

Endorsement For Deed Number : I - 03770 of 2015  
(Serial No. 14125 of 2014 and Query No. 1506L000026617 of 2014)

1. Rs. 49000/- is paid , by the draft number 849513, Draft Date 12/12/2014, Bank Name State Bank of India, Seven Tanks, Dum Dum, received on 16/01/2015
  2. Rs. 39010/- is paid , by the draft number 849514, Draft Date 12/12/2014, Bank Name State Bank of India, Seven Tanks, Dum Dum, received on 16/01/2015
- ( Under Article : B = 87989/- , E = 21/- on 16/01/2015 )

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 849515, Draft Date 12/12/2014, Bank : State Bank of India, Seven Tanks, Dum Dum, received on 16/01/2015
2. Rs. 26021/- is paid , by the draft number 849510, Draft Date 12/12/2014, Bank : State Bank of India, Seven Tanks, Dum Dum, received on 16/01/2015

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

**On 17/04/2015**

**Endorsement of Refusal**

The registration of this document is refused partly in respect of

1. Sukla Ghose
2. Chaitali Sarkar
3. Alope Kumar Ghose
4. Archana Mitra
5. Supriya Ghose
6. Beauty Debmallick

under section 34 of Registration Act of 1908 and records it as Book II of 00006 / 2015

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM

**On 20/04/2015**

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

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

( Utpal Kumar Basu )  
A. D. S. R. COSSIPORE DUMDUM



*Utpal Kumar Basu*

*14/1*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 10  
Page from 1613 to 1643  
being No 03770 for the year 2015.



*U.K.B.*  
(Utpal Kumar Basu) 21-April-2015  
A. D. S. R. COSSIPORE-DUMDUM  
Office of the A.D.S.R. COSSIPORE DUMDUM  
West Bengal

Partner  
*Polan Bora*  
North Land Construction  
Partner



MEMO OF CONSIDERATION

Received the amount of Rs. 80,00,000/- (Rupees Eighty Lac) only as part payment for consideration money of Owner's allocation.

## WITNESSES:

1. *Chiranjit Paul*  
100-8-S-Road  
Kod-30.

2.

*Asok Kumar Ghose*  
- *Alona Kumar Ghosh.*  
*aman kr. Ghosh.*  
*Anchona Mitra*  
*Reba Dey*  
*Yukta Ghose*  
*Chaitali Sarkar*  
*Sayan Kumar Ghose.*  
*Supriya Ghose*  
*Mitali Dey.*  
*Tapan Kumar Debmallick*  
*Tapan Kumar Debmallick*  
*Ratna Dasgupta*  
*Bani Sen.*  
*Rachna Joshi*  
*Beauty Debmallick.*  
*Namita Ghose (Mishra)*  
*Chiranjit Mitra*  
*Sulepaul*

SIGNATURE OF THE OWNERS

North Land Construction

Partner

Partner

REGISTRATION STATION

NOT TO BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE REGISTRAR



Add. District Sub-Registrar  
Cossigoore Dum-Dum 24 Pgs (NB)

2 DEC