

₹180

I 6558/13



Handwritten scribbles and numbers, including '9.201'.

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

300785

A 892765

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached to this document are the part of this document.

A.D.S.R. Howrah

07 AUG 2013

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 07 DAY OF AUGUST TWO THOUSAND AND THIRTEEN (2013)

**BETWEEN**

**SRI NAVANIL PATRA**, Son of Sri Joydeb Patra, by faith Hindu, by occupation Business, residing at 67, Panchanantala Road, P.S. Howrah, Dist.- Howrah, hereinafter called and referred to as the **OWNER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, representatives, successors, administrators, executors and assigns) of the **ONE PART**.

क्रमांक नं 1623 तारीख 06/08/13  
आवेदक का नाम Amarnath Construction  
पता G. Pole Moxxy Lane, Haveli  
पिन 5010



May' Bcellar

श्री अत नूत  
संकेत मेडर  
कीमल डेपुटार  
बाबडा जालक



3218

May' Bcellar



3223

Namil Ash.



Identified

Biphalp Mondal

S/O GLOLOK PATI MONDAL

E-36/2 BAIKAKHI ABASAN,

SACTLAKE KOL-91

9903974394

SERVICE

अतिरिक्त (ADSR)  
अधीनस्थ (Sub-Registrar)

10 AUG 2013

**AND**

**AMARNATH CONSTRUCTION** a partnership firm having its registered office at 6, Rose Merry Lane, P.S. Golabari, District Howrah, being represented by one of its Partner namely, **SRI MANOJ BACHHAWAT**, son of Sri Kundan Mal Bachhawat, by faith Hindu, by occupation - Business, residing at 6, Rose Merry Lane, P.S.- Golabari, Dist.-Howrah, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **OTHER PART**.

**WHEREAS** The Owner herein is the Owner and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT Piece and Parcel of Land admeasuring an area more or less 02 Katha 05 Chatak 15 Sq.Ft. comprised under Howrah Municipal Corporation Premises No. 881 (P) Sarat Chatterjee Road, Mouza Shibpur, J.L. No.- 01, Police Station - Shibpur, within the jurisdiction of H.M.C. Ward No. 44, Additional District Sub Registration Office and District Sub Registration Office - Howrah, District Howrah, together with structure/s standing and/or lying erected thereupon and/or part whereof, more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIRST SCHEDULE mentioned hereunder (hereinafter referred to as the Said Premises) free from all encumbrances, charges, lines, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**AND WHEREAS** the said property was originally belong to Srikanta Ganguly. He was the absolute owner and occupier in respect of Premises No. formerly 598, Circular Road then known and renamed as 881 Sarat Chatterjee Road, P.S. Shibpur, District Howrah, measuring about 04 Katha 12 Chatak 02 Sq.Ft. and Premises No. 878 Sarat Chatterjee Road, P.S. Shibpur, District Howrah, measuring about 09 Katha 00 Chatak 36 Sq.Ft. Bastu Land including all sorts of easements, rights, and facilities.



Additional District  
Sub-Registrar, Howrah

17 AUG 2013

AND WHEREAS during such enjoyment of this properties said Srikanta Ganguly executed one Registered Deed of Family Settlement in favour of Sukumar Ganguly, Sital Ganguly, Sudhakar Ganguly, Krishnadhan Ganguly, Sudhin Ganguly and Dhananjoy @ Khoka Ganguly in respect of Premises No. 881 and 878 Sarat Chatterjee Road, P.S. Shibpur, District Howrah, recorded in Book No.1, Volume No. 38, Pages from 86 to 91, Being No. 1953, for the year of 1938, in the Office of D.S.R. Howrah.

AND WHEREAS in above mentioned Settlement Deed, the parties are begins to use and enjoy the said property in Khas possession and during such enjoyment, Sudhakar Ganguly died as bachelor and thereafter Sukumar Ganguly died on 30th August 1996, and Krishnadhan Ganguly died on 09th January 1992, and Sudhin Ganguly died on 14th January 1995.

AND WHEREAS after the death of Sukumar Ganguly, his share devolved upon his son and daughter namely Sri Jayanta Ganguly and Smt. Sikha Bhattacharya. Be it mentioned here that the wife of Sukumar Ganguly namely Umarani Ganguly died on 03rd March 1994.

AND WHEREAS likewise after the death of Krishnadhan Ganguly, his share devolved upon his wife, only son and three daughters namely 1) Smt. Minati Ganguly, 2) Sri Saibal Ganguly, 3) Kumari Sarbari Ganguly, 4) Kumari Piyali Ganguly and 5) Smt. Mahuya Chakraborty.

AND WHEREAS be it mentioned here that Sudhin Ganguly died as bachelor and as such his share duly devolved upon his living sisters and brothers namely Sukumar Ganguly, Sital Ganguly and Dhananjoy @ Khoka Ganguly and two sisters namely Smt. Parul Bala Banerjee and Smt. Annapurna Chatterjee.

AND WHEREAS as the Parties named above faced much troubles relating to joint user and possession for which they amicably partitioned the said properties vide Deed of Partition dated 08th March, 2000 and on payment of balance Stamp Duty and Registration Fees the same was entered into Book No. 1, Volume No. 95, Pages from 66 to 80, Being No. 4398, for the year of 2001 in the Office of D.S.R. Howrah.



\_\_\_\_\_

Additional District  
Sub-Registrar, Howrah

10.7 AUG 2013

AND WHEREAS in terms of the said Deed of Partition Sri Sital Chandra Ganguly being Fourth Party to the said Deed were absolutely allotted " ❷ " Schedule mentioned property and shown in the annexed Partition Plan No. 1, being Lot "A" and coloured with "Red" border line, measuring about 02 Katha 05 Chatak 15 Sq.Ft. Land including all sorts of easement including right of user of the 10 feet Common passage on the eastern side in respect of premises No. 881 (P) Sarat Chatterjee Road, P.S. Shibpur, District Howrah.

AND WHEREAS Sri Sital Chandra Ganguly became absolute owner and occupier in respect of Schedule mentioned property and began to use and enjoy the same alongwith his family members peacefully and uninterruptedly by discharging his statutory obligation thereof.

AND WHEREAS during such enjoyment Sri Sital Chandra Ganguly died on 24.05.2010, intestate leaving behind his only son namely Partha Sarathi Ganguly be it mentioned here that the wife of Sital Chandra Ganguly namely Ratna Ganguly died on 04.05.1997.

AND WHEREAS said Partha Sarathi Ganguly according to Hindu Succession Act became the absolute owner in respect of First Schedule mentioned property and enjoy the same.

AND WHEREAS said Partha Sarathi Ganguly due to requirements of money sold out the First Schedule mentioned property in favour of the present owner namely Sri Navanil Patra. The said Deed was registered in the Office of A.D.S.R. Howrah, which is recorded in Book No. 1, C.D. Volume No. 20, Pages from 1457 to 1475, Being No. 06593, for the year of 2011.

AND WHEREAS by virtue of the said Sale Deed the Present Owner namely Sri Navanil Patra became the absolute owner and occupier of 02 Katha 05 Chatak 15 Sq.Ft. which is morefully and particularly mentioned in First Schedule hereinbelow.

AND WHEREAS the Owner herein is desirous of raising, constructing, erecting, promoting, building and development of the multi-storied building/s on the said ALL THAT Picce and Parcel of Land admeasuring an area more or less 02 Katha 05 Chatak



Additional Director  
Public-Registration, Bangalore

10/7 AUG 2013



15 Sq.Ft. comprised under Howrah Municipal Corporation Premises No. 881 (P) Sarat Chatterjee Road, Mouza Shibpur, J.L. No.- 01, Police Station - Shibpur, within the jurisdiction of H.M.C. Ward No. 44, Additional District Sub Registration Office and District Sub Registration Office - Howrah, District Howrah, together with structure/s standing and/or lying erected thereupon and/or part whereof, more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIRST SCHEDULE mentioned hereunder, but due to other occupations he could not do so and as such invited offer/s from the intending developer/s for promotion of said multi-storied building/s thereupon and/or a part whereof.

AND WHEREAS the Developer herein coming to know about the intention of the Owner herein as aforesaid approached and/or offered the Owner herein to construct, erect, develop, built and promote the said multi-storied building/buildings in the form of housing/commercial and/or housing-cum-commercial complex as per building plan or plans to be sanctioned and/or approved by the authority concerned on the said premises and the Owner herein has agreed to such offer on the stipulated terms and conditions.

AND WHEREAS the consideration/s payable as well as benefit/s/arrangement/s to be made for such offer inasmuch as the terms and conditions for such construction, promotion, erection, building and development of the building and providing the allotted portions and advance money to the Owner herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the Developer herein consisting of Units, Flats, Car Parking Space etc. at and under the said multi-storied building/s of the said housing/commercial and/or housing-cum-commercial complex thereof by the Developer to the intending purchaser/s and/or buyer/s have been agreed upon by and between the Parties herein.

AND WHEREAS in order to reduce in writing the terms, conditions, enumerations, provisions, covenants and others for the Developer providing Owner's allocation and advance money to the Owner herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the Developer herein



Additional Director  
HSE-Department, Bengaluru

10.7 AUG 2013

consisting of Units, Flats, Car Parking Space etc. at and under the said multi-storied building/s of the said housing/commercial and/or housing-cum-commercial complex thereof by the Developer to the intending purchaser/s and/or buyer/s and others as under, the Owner herein and the Developer herein are entering these presents amongst themselves.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE -I : DEFINITIONS.

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:

1.1 OWNER shall mean **SRI NAVANIL PATRA**, son of Sri Joydeb Patra, by faith Hindu, by occupation Business, residing at 67, Panchanantala Road, P.S. Howrah, Dist.- Howrah which include his heir/heirs, representatives, successors, administrators, executors and assigns.

1.2. DEVELOPER shall mean **AMARNATH CONSTRUCTION** a partnership firm having its registered office at 6, Rose Merry Lane, P.S.- Golabari, Dist.-Howrah, being represented by one of its Partner namely, **SRI MANOJ BACHHAWAT**, son of Sri Kundan Mal Bachhawat, by faith Hindu, by occupation - Business, residing at 6, Rose Merry Lane, P.S.- Golabari, Dist.-Howrah, which include its successors, successors-in-interests and assigns.

1.3 TITLE DEED shall mean the various title deeds in favour of the Owner and other documents concerning the titles and/or evidencing and /or confirming the same.

1.4. PREMISES shall mean ALL THAT Piece and Parcel of Land admeasuring an area more or less 02 Katha 05 Chatak 15 Sq.Ft. comprised under Howrah Municipal Corporation Premises No. 881 (P) Sarat Chatterjee Road, Mouza Shibpur, J.L. No.- 01, Police Station - Shibpur, within the jurisdiction of H.M.C. Ward No. 44, Additional District Sub Registration Office and District Sub Registration Office - Howrah, District Howrah, together with the structure/s standing and/or lying erected thereupon



Additional District  
Sub-Registrar, Howrah

8 AUG 2013

and/or part whereof more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIRST SCHEDULE.

1.5. SAID PROJECT/BUILDINGS shall mean and include the proposed (G+5) Storied building or buildings forming parts of the housing/commercial and/or housing-cum-commercial complex to be constructed erected and completed by the Developer herein in accordance with the map or plan to be sanctioned by Howrah Municipal Corporation on the said premises or modification/s thereof be it mentioned herein, that the entire ground floor shall be constructed and dealt with as commercial complex only which shall be totally under the owner's allocation.

1.6. ADVOCATE shall mean Mr. A. K. Chowdhury, Advocate of the High Court at Calcutta, as the Advocate of the Developer herein as appointed by the Developer herein to act on his behalf for the Developer's Allocation.

1.7. COMMON FACILITIES AND AMENITIES shall mean and include the utilities and amenities in the said Project which has not been specifically allotted or sold and shall be common for all the Unit/Flat/Car Parking and Space holders and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the Owner of each individual Unit/Flat/Car Parking and Space in the complex proportionately.

1.8. SALEABLE SPACE shall mean all the constructed and/or open space of the entire area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

1.9. OWNERS ALLOCATION shall mean 35% of the total open and cover areas of the said new multistoried building, more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the SECOND SCHEDULE hereunder written and/or given which are allocable to the owner herein in terms of



*[Handwritten signature]*

Additional District  
Sub-Registrar, Howrah

07 AUG 2013

these presents comprising of various flats/apartments/shop/roof constructed specific spaces open spaces and/or car parking spaces both open and covered TOGETHER WITH undivided proportioned share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided share in all common parts portions and areas and facilities including locations, advantage and mark value morefully and particularly described under FOURTH SCHEDULE hereinbelow.

1.10. The Developer herein will pay sum of Rs. 1,000/- (Rupees One Thousand) only as a security deposit to the owner herein and the Owner herein shall be refunded by way of interest free security deposit to the Developer or can be adjusted with the sale price of the properties falling under the owner's allocation if the owner agree to do so.

1.11. DEVELOPER'S ALLOCATION shall mean 65% of the total open and covered area including total saleable area in the said project to be constructed over the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Third Schedule hereunder written and/or given which are applicable to the Developer herein in terms of these presents comprising of various Flats/Units/Apartments/ Shops/Roof constructed specific Spaces, Open Spaces and/or Car Parking Spaces both open and covered TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided proportionate share in all the common parts, portions, areas and facilities including location, advantage and market value morefully and particularly described under the FOURTH SCHEDULE hereunder written and given.

1.12. ARCHITECT shall mean the person or persons who may be appointed by the Developer for designing and planning of the said Project.

1.13. PLAN: Shall mean the sanctioned and/or approved by the Howrah Municipal Corporation and shall also include variations/modifications, alterations therein that may be made by the Owner/Vendors herein/Developer/Confirming Party herein as well as all revisions, renewals and extensions thereof, if any..



Additional District  
Ses-Registrar, Bangalore

07 AUG 2013



1.14. PROJECT shall mean the Project undertaken by the Developer herein on the said premises to be constructed erected and completed in the buildings to have various self contained Flats/Units/Apartments/Shops/Roof constructed specific Spaces, Open Spaces and/or Car Parking Spaces both open and covered capable of being held and/or enjoyed independently of each other.

1.15. SPECIFICATION shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multi-storied building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be divided by the Architect as morefully and particularly described under the FOURTH SCHEDULE hereunder written and given.

1.16. TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said multi-storied building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project to the intending purchaser/s/buyer/s/lessee/s/tenant/s.

1.17. TRANSFEREE shall mean a person firm, limited company, association of persons to whom any space in the said project has been transferred, alienated, granted, demised, devised, provided and given.


1.18. Words importing singular shall include plural and vice versa.

1.19. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter Gender shall include masculine and feminine genders.

#### ARTICLE-II (COMMENCEMENT)

2.1. These presents is commenced and/or shall be deemed to have commenced on and with effect from the date, month and year first above written.



  
Additional District  
Sub-Registrar, Howrah

07 AUG 2013

2.2. Unless terminated by mutual consent this agreement shall remain in full force and effect until such time the said project is completed and all the area's sold and possession delivered.

ARTICLE-III: OWNER'S RIGHT AND REPRESENTATION

3.1 At or before entering into these presents the Owner herein has assured and represented the Developer herein as follows:

i) That the Owner herein are the sole and absolute Owner having a clear and marketable title of the entirety of the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Schedule hereunder written and/or given.

ii) That the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Schedule hereunder written and/or given is free from all sorts of encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference.

iii) That the Owner herein are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in respect of any part or portion of the said premises.

iv) That the Owner herein have not entered into and/or shall not enter into any Agreement for Sale, Memorandum of Understanding, Transfer and/or Lease and/or Development Agreement and/or Mortgage nor have created any interest of a third party into or upon the said premises or any part or portion thereof in violation of the terms herein contained.

v) That the Owner herein does not have any excess vacant land within the meaning of the Urban Land Ceiling and Regulation Act, 1976.

vi) That the Owner herein have caused the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Schedule hereunder written to be converted under the relevant provisions of the West Bengal Land Reforms Act 1955 .



Assistant Director  
State Department of Health

8 7 AUG 2013

vii) That all Municipal rates, taxes, khajana and other outgoings payable in respect of the said premises up to the date of handing over of the possession of the Schedule property hereunder written and/or given by the Owner herein to the Developer herein as per the terms of these presents have been paid and/or shall be paid by the Owner herein and the Owner herein have agreed to keep the Developer herein, its successor and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits and proceedings thereof till the date of the said possession.

viii) Upon handing over the possession of the Schedule land for construction, development and promotion all liabilities regarding the Municipal tax, khajana or otherwise as may be applicable, statutory or non-statutory shall be born exclusively by the Developer herein.

ix) Upon Completion on the possession to the Owner Allocation all liabilities regarding Municipal tax, rent, khajana, statutory or non-statutory shall be the liabilities of the Owner or his nominee or nominees or buyer or buyers of the Owner' allocations as the case may be.

x) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against the Owner in respect of the entirety of the said premises on any account whatsoever or howsoever.

xi) No acquisition or requisition proceeding/s is/are pending in respect of the said premises nor Owner herein have received any such notice or have any knowledge in this regard.

xii) At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the Schedule property hereunder written and/or given has been inspected & taken by the Developer and kept with him till the project handover herein and the Developer herein is prima facie satisfied and confirmed about the right, title and interest of the same of the Owner herein in all the manner. The examination of the local condition, land measurement and all other aspects of the Schedule property shall be satisfied by the Owner as and when the



*[Handwritten signature]*

Additional District  
Sub-Registrar, Howrah

07 AUG 2013

Developer requests for any such clarification and the Owner shall be bound to satisfy the developer regarding the same.

3.2. Relying on the aforesaid representations and believing the same to be true and acting on the good faith thereof the Developer herein has prima facie accepted the title of the Owner but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirely at their own cost.

3.3. After demolish the old existing building, the owner shall have absolute right to sell the old building materials i.e. old tiles, old bricks, old wooden frames, old wooden doors and windows, Kori-Barga, Iron rod and beam etc. to any person, in this circumstances Developer's shall have no objection.

#### ARTICLE-IV: DEVELOPER'S REPRESENTATION/S

4.1 At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the Schedule property hereunder written and/or given has been taken by the Developer herein and relying on the same and on the good faith thereof the Developer herein is has prima facie satisfied accepted about the right, title and interest of the same of the Owner herein in all the manner.

4.2 The Developer herein has assured the Owner herein that the Developer herein has adequate funds to be invested sufficiently at and under the subject project and having enough man power, technical team, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

#### ARTICLE -V : DEVELOPER'S RIGHT/S

5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer herein to be paid performed and observed the Owner herein have agreed to grant the exclusive right of development for commercial exploitation in respect of the said premises unto and in favour of the Developer to undertake development of the said premises whereby the Developer shall be entitled to undertake the project of housing/commercial and/or housing-cum-commercial project and construct erect and complete the multi-storied



Additional District  
Registrar, Howrah

07 AUG 2013



building/s thereof (Ground plus upper Floors) comprising of several self contained Unit/s/Flat/s/Apartment/s/Car Parking Space/s and Others to be held and/or enjoyed independently of each other.

5.2. NOTHING in this presents shall be construed as a demise or assignment or conveyance in law by the Owner herein of the premises or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer herein other than an exclusive license to the Developer herein to commercially develop the same in terms hereof and to deal with the Developer's allocation in the multi-storied building/s of the said housing/commercial and/or housing-cum-commercial complex in the manner hereinafter contained.

5.3. To be exclusively entitled to and to deal , dispose, let out , transfer, convey, alienate, enjoy the entire DEVELOPER'S ALLOCATION being the total open and covered area including total saleable area in the said project to be constructed over the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Schedule hereunder written and/or given which are applicable to the Developer herein in terms of these presents comprising of various Flats/Units/Apartments/Shops/Roof constructed specific Spaces, Open Spaces and/or Car Parking Spaces both open and covered TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided proportionate share in all the common parts, portions, areas and facilities without any obstruction, abjection and /or reservation from the OWNERS.

ARTICLE -VI: PLAN/PERMISSION/S

6.1. For the purpose of undertaking development of the said premises the Owner shall caused through the Developer a map or plan to be sanctioned. The Owner and the developer mutually agree that in order to obtain the maximum F.A.R the said plan may be modified or revised or new map of plan may be submitted for sanction to Howrah Municipal Corporation In case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for the purpose of getting



Additional District  
Sub-Registrar, Howrah

07 AUG 2013

extra floor/s from the original sanction plan, then in such an event the sanction fee/s, fine and penalty payable to the Howrah Municipal Corporation shall be paid exclusively by the Developer herein. The Developer shall be authorized by the Owner herein to obtain the said extra F.A.R. but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by the Developer herein exclusively and it is further clarified that the cost of construction is to be entirely to be borne by the Developer herein.

6.2. The Developer herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon and the Owner shall render such assistance to the Developer as may be required by the developer from time to time and the Owner hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

#### ARTICLE -VII: SPACE ALLOCATION & CONSIDERATION

7.1. The Developer herein shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the First Schedule property hereunder written and/or given according to the sanction of the building plan thereof and shall complete the same within 24 months from the said date of sanction of the building plan at and upon the First Schedule property hereunder written and/or given with a grace period of 3 months and no further time will be allowed save and except the situation beyond control like earth quack, strike and litigation and other legal matters if any.

7.2 The Parties have mutually agreed to the mode, and/or mechanism and/or consideration as manner in which the Owner's allocation shall be dealt with and /or disposed/ and /or sold transferred or conveyed in favour of the developer and /or its nominee/nominees.

7.3 The Owners Space Allocation and Consideration under this agreement as mutually agreed with the Developer shall be as follows:



Additional District  
Registrar, Howrah

10 AUG 2013

A) The Owner shall have exclusive right to choice the owner's allocation in any floor of the new multi storied building TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities.

B) After getting possession of his chosen allocation then the rest portion of the 35% of the owner's allocation will be allotted in any floor of the said multistoried building and/or owner's allocation can be adjustable with the sell price of the properties falling under owner's allocation if the owner agrees to do so.

7.4 The Developers Space Allocation and Consideration under this agreement as mutually agreed with the Owner shall be as follows:

A) All that the total open and covered area including total saleable area in the said project to be constructed over the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Third Schedule hereunder written and/or given which are applicable to the Developer herein in terms of these presents comprising of various Flats/Units/Apartments/Shops/Roof constructed specific Spaces, Open Spaces and/or Car Parking Spaces both open and covered TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided proportionate share in all the common parts, portions, areas and facilities without any obstruction, abjection and /or reservation from the OWNERS.

7.5. In the event the Owner desire to deal, dispose, let out, transfer, convey, alienate, the entire owners allocation and /or part there of the Owners have also granted the right of first refusal to the Developer in respect thereof.

7.6. That the Developer herein shall be entitled to intend for transfer and/or assign its allocated portion to any third party in phase manner on or before the completion of the building and the Developer is entitled to enter into agreement/s for sale and/or transfer of any manner in respect of its allocation with different



Additional District  
Sub-Registrar, Howrah

10 AUG 2013

purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration from the said Developer's Allocation. The Owner herein shall be a Confirming Party to such Deed of Transfer (if required) by the Developer herein. Be it mentioned herein that the Owner herein shall have no liability and obligation as regard agreement for sell to be executed by and between the Developer herein and intending purchaser/s and/or the buyer/s thereof. 7

7.7. That the Developer herein shall be entitled to transfer or otherwise deal with the Developer's Allocation on the basis of powers contained herein at any time before or after Completion of the project.

7.8. That in so far as necessary the dealings namely, submission, sanction, revision, modification of plan for the subject construction, sell, alienation, transfer, demise, devise and grant of the saleable space and obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by the Developer herein in respect of the said project shall be in the name of the Owner herein for which purposes the Owner herein undertakes to give the Developer the Power-of-Attorney/s in a form and manner as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any financial liability upon the Owner or effect right, title or interest of the Owner' property or Owner' allocation in the said project in the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the Schedule hereunder written and/or given.

7.9. The Owner herein undertakes as per demand of Developer herein, if required, the Owner herein shall execute the Deed of Conveyance or Conveyances or any other Deed/s of like nature of transfer unto and in favour of the Developer herein or its nominee or nominees at the costs and charges of the Developer herein or its nominee or nominees and the Owner herein agrees to join as the Vendor in the said Deed of Conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the Developer's allocation unto and in favour of the transferee and the Developer herein shall join as Confirming Party herein



Arif Khan, MD, PhD  
300-444-4444, 300-444-4444

10.7 AUG 2013



in the said Deed of Conveyance. The Developer herein shall be entitled to sale, transfer, demise, devise, grant and provide its allocation by the Power-of-Authority/s to be conferred and executed by the Owner to the Developer herein. It is hereby agreed that the Developer herein shall part with possession of such spaces and or such apartments in its allocation.

7.10. The Developer shall subject to the owner complying with its obligations hereunder contained shall deliver possession of Owner' allocation upon completion of the project by issuing letter of possession and the owners shall receive and accept the same by endorsing their signatures and recording their complete satisfaction in all respects.

#### ARTICLE-VIII: COMMENCEMENT OF WORK

8.1. The Developer herein shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the SCHEDULE property hereunder written and according to the sanction of the building plan thereof and shall complete the same within 24 months from the said date of commencement of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the SCHEDULE property hereunder written and/or given with a grace period of 3 months.

8.2. That in so far as necessary the dealings namely, submission, sanction, revision, modification of plan for the subject construction, sell, alienation, transfer, demise, devise and grant of the entire saleable space in the project erected, developed and constructed on the Schedule premises and obtaining Common electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by the Developer herein in respect of the said project shall be in the name of the Owner herein for which purposes the Owner herein undertake to sign and execute such documents as may be required from time to time

8.3. The Owner herein undertake as per demand of Developer herein, if requires the Owner herein shall execute the Deed of Conveyance or Conveyances or any other Deed/s of like nature of transfer unto and in favour of the Developer herein or its



Additional District  
Sub-Registrar, Howrah

07 AUG 2013

nominee or nominees at the costs and charges of the Developer herein or its nominee or nominees and the Owner herein agree to join as the Vendors in the said Deed of Conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to The entire saleable space in the project erected, developed and constructed on the Schedule premises unto and in favour of the transferee and the Developer herein shall join as Confirming Party herein in the said Deed of Conveyance. The Developer herein shall be entitled to sale, transfer, demise, devise, grant and provide The Developers Allocation in the project erected, developed and constructed on the Schedule premises by the Power-of-Attorney/s to be conferred and executed by the Owner to the Developer herein. It is hereby agreed that the Developer herein shall part with possession of such spaces and or such apartments in its allocation and/or given to the intending purchaser/s.

#### ARTICLE-IX: SAID PROJECT

9.1. That the Owner herein shall deliver the possession of the said premises mentioned, described, explained, enumerated, provided and given at and under the SCHEDULE hereunder written and/or given to the Developer herein on the signing of these presents on fully vacant & four side boundary with lock in possession. After sanctioned of building plan the Developer herein shall construct erect and complete the said projects over the said premises in accordance with the building plan with good and standard materials and raise and erect the second and schedule properties on the schedule premises.

9.2. That the Developer herein shall be authorized to apply for and obtain temporary connection of water, electricity to the said project for the purpose of construction or enjoyment of the building at Developer's costs and charges.

#### ARTICLE-X OBLIGATION OF THE DEVELOPER AND INDEMNITY:

10.1. The Developer shall:



Additional District  
Sub-Registrar, Howrah

07 AUG 2013

- i) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project which need to be diverted as a result of the development.
- ii) Install all electricity line, wiring, gas, water, and tele-communications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
- iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iv) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnified the Owner herein from and against all the costs, charges, claims, actions, suits and proceedings.
- v) Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the Owner) and has agreed to keep the Owner saved harmless and fully indemnify from and against all costs charges claims actions suits and proceedings.
- vi) Remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or said project and/or buildings in accordance with the said plan and has agreed to keep the Owner herein save harmless and fully indemnified from and against all the costs, charges, claims, actions, suits and proceeding/s thereof.
- vii) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building/s in accordance with the said plan.
- viii) Not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.



Additional Director  
Animal Husbandry, Hovetali

07 AUG 2013

ix) Not to expose the Owner herein to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.

x) Upon completion of the project and handing over the possession of all units to the intending purchasers the Developer shall co-operate to form the Flat Owner Association and handover the charge of the project to the said Association herein and the Owner will not be responsible for maintenance of common services, amenities whatsoever for non-formation of the Association and it shall be the sole liability of the Developer herein. Till formation of such association the Developer shall maintain all common areas, amenities, services for the common purposes and Owner shall be obliged to pay its share of Maintenance Charges as may be fixed by the Developer.

xi) The Developer herein declare and undertake that before starting of demolition and/or construction, the Developer shall accommodate a separate place of living or arrange a rented room for the Owner and the Developer will bear the rents for such accommodation.

xii) The Developer herein declare and undertake that before starting of construction, the Developer shall comply with all legal formalities and obtain necessary permissions from the authorities concerned.

xiii) The Developer shall complete construction, promotion of the project within a period of two years from the date of sanction of the plan thereof save and except if any legal complication and /or force Major situations may arise in connection with the land and title, the time of commencement of the project shall extend and the same shall be discussed mutually.

xiv) Due to any reason whatsoever should the parties agree to terminate this agreement and/or any of the parties unilaterally terminate by issue a notice to the other party to that effect the Owners shall refund the security deposit forthwith



Additional District  
Sub-Registrar, Howrah

07 AUG 2013



together with all amount expended/invested and/or paid by the developer till the date of termination.

Only thereafter the developer shall handover peaceful, vacant and khas possession of the Schedule land to the owners failing which the Schedule premises shall remain in the exclusive possession of the developer Alternatively The Owner agree and accept that it Shall then be mandatory upon them to execute and register appropriate documents of transfer including Deed of Conveyance and all the further and others document/s and paper/s necessary and/or expedient in respect of the schedule land only after adjusting the security deposit and/or advance and receiving the consideration in respect of the land only unto and in the favour of the developer herein and/or its nominees or nominees and/or assigns.

INDEMNITY:

i) That the Developer and the Owner hereby undertakes to keep each other indemnified against all third party claims and actions arising out of this agreement.

ARTICLE-XI : COMMENCEMENT OF CONSTRUCTION

11.1. For the purpose of determination of the date of commencement of the construction, the certificate of the Architect for the time being in respect of the said project shall be final conclusive and binding on the parties.

ARTICLE-XII: COMPLETION

12.1. Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within and period of two years from the date of execution at on or before of this agreement accordance with the said plan with a grace period of 6 months hereinafter referred to as the COMPLETION DATE. For the purpose of completion the certificate of the concerned department of the Howrah Municipal Corporation concerned shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

12.2 Time is the essence of contract hereof.



*[Handwritten signature]*

Agricultural Officer  
Howrah

**07 AUG 2013**

ARTICLE-XIII: MISCELLENEOUS

13.1. The Owner hereby authorize the Developer to sale, transfer, demise, devise, grant, provide and deliver all the portions to all the prospective purchaser/s/buyer/s and/or transferee/s in connection with the entire saleable in the project subject to the terms and conditions provisions as agreed & laid down hereunder. The Developer herein is authorized to and shall be realizing from each and every Flat/Unit/Apartment/Car Parking Space and other Space Owner and/or occupier/s save and including the Owner allocation area forthwith the Agreement/s and/or Deed/s of Conveyance/s for Sale/Transfer/Conveyance thereof unto and in their favour as per the convenience towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and Municipal rates and taxes, however, the same shall not be applicable with the Owner allocation.

13.2. The Parties herein hereto will be jointly entitled to any additional revenue in the same ratio if any possibility arises and the Developer herein shall have the right of first refusal with regard to such additional revenue forming part of the owners allocation.

13.3. The Owner herein hereby agree and undertake that they shall immediately available and hand over the original title deed/s and document/s of the subject project and upon completion of the Project the title deeds shall be held by the developer for all times to come. Similarly any intending purchaser/s and/or buyer/s and/or transferee/s can may create a charge or mortgage in respect of the Area/s/Unit/s/Flat/s/Apartment/s intended for purchase, own, acquire, seize and possess simultaneously with the said complete purchase, transfer, owning, acquiring, seizing and possessing and/or having an agreement thereof only to any Bank, Financial Institution or Private Financers to obtain loan and both such cases the Owner will give full co-operation and sign such papers as may be required by the Bank or Financial Institution or Private Financers. However it is made clear that Owner under no circumstances will be liable to pay such loans or any portion thereof. The Owner herein undertakes to reply and satisfy any requisition or query raised by the



Additional District  
Supt-Inspector, Howrah

10.7 AUG 2013

Bank or Financial Institutions or Private Financers for the said purchaser/s/buyer/s and/or transferee/s and any matter relating to or concerning the subject land property.

13.4. The Owner herein shall grant General-Power-of-Authority/s notarized as well as registered unto and in favour of the Developer herein and undertakes not to cancel the same in any manner whatsoever.

13.5. AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN the Parties hereto that the Developer herein and the Owner herein shall be entitled to enter into Agreement/s for Sale, Transfer and/or Lease in respect of its allocation in their own name and it will not be obligatory for the Developer and/or Owner to be Confirming Party.

13.6. All disputes and differences arising out of or in relation these presents including the commencement of the and termination thereof shall be referred to Arbitration under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The parties have mutually agreed to appoint an Arbitrator. The Arbitrator has the summary power to pass interim Award, interim direction, orders etc.

13.7. Civil Court having Jurisdiction shall have the jurisdiction to entertain try all action, suits, proceeding/s arising out of these presents.

#### ARTICLE- XIV OWNER OBLIGATIONS

14. The Owner herein have agreed:

- i) To co-operate with the Developer in all respect for development of the said premises in term of these presents.
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake construction of the project and/or Buildings in accordance with the said plan.



**Additional District  
Sub-Registrar, Howrah**

**10.7 AUG 2013**

iv) To execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.

v) To execute the Deed of Conveyance/Lease in respect of the various constructed portion unto and in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces.

vi) In view to avoid any future complication the Owner herein undertake that they will not cancel these presents as well as the General Power-of-Attorney/s granted by them subject to the fact that the Developer herein shall perform these presents to the satisfaction of all the terms and conditions hereof.

#### ARTICLE-XV: FORCE MAJEURE

15.1 The Developer herein shall not be treated as default and the Developer's obligations and covenant will be suitably extended under the Force Majeure clause. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport strike, notice or prohibitory order from Local Municipal or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

#### ARTICLE XVI: PROCEDURE

16.1 The Owner has and /or shall further execute a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee as may be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up the matter with the Howrah Municipal Corporation, Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by promoter Act, Pollution and Environment Control



Additional District  
Staff-Development, Mysore

10.7 AUG 2013



Authorities, Directorate of Electricity, for obtaining Lift License, Permission for installation of Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or modification and changes of the plan and for obtaining the completion and Occupancy Certificates and other Authorities and for booking and/or entering into agreement for sale and /or executing Deed of Conveyance of the Developers Allocation in the project erected, developed and constructed on the Schedule premises.

ARTICLE XVII: BUILDING

17.1. The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIFTH SCHEUDLE hereunder written and/or given and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.

17.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the Fourth Schedule hereunder written.

17.3. It is made clear that the all unit buyers including the owners thereof shall share in common the proportionate charges for payments, deposits made to CESC for H.T./L.T. Line charges, all cable installations, contractor's remuneration, transformer, individual meters / common meters other meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to the Developer.

17.7. The Owner herein shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of the Owner will obstruct or create any problem or difficulty in such construction.



Additional District  
Superintendent, Howrah

10.2 AUG 2013

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT Piece and Parcel of Land admeasuring an area more or less 02 Katha 05 Chatak 15 Sq.Ft. comprised under Howrah Municipal Corporation Premises No. 881 (P) Sarat Chatterjee Road, Mouza Shibpur, J.L. No.- 01, Police Station - Shibpur, within the jurisdiction of H.M.C. Ward No. 44, Additional District Sub Registration Office and District Sub Registration Office - Howrah, District Howrah, together with structure/s standing and/or lying erected thereupon and/or part whereof and the same is butted and bounded by:

- ON THE NORTH : Premises No. 882 Sarat Chatterjee Road.  
 ON THE SOUTH : Premises No. 881 (P) Sarat Chatterjee Road.  
 ON THE EAST : 10 Feet Wide Common Passage.  
 ON THE WEST : Property of Jayanta Ganguly and others.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**( The Owner's Allocation )**

ALL THAT piece and parcel of 35% of the total open and cover areas of the said new multistoried building togetherwith proportionate share, right, title, interest in common facilities and amenities including the right of using the said facilities more fully described in Fourth Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**( The Developer's Allocation )**

ALL THAT piece and parcel of 65% of the total open and covered area including total saleable area in the said project to be constructed over the said premises together with proportionate share, right, title, interest in common facilities and amenities including the right of using the said facilities more fully described in Fourth Schedule.



Additional District  
Sub-Registrar, Howrah

07 AUG 2013

**THE FOURTH SCHEDULE ABOVE REFERRED TO****PART - I****( The Details of Construction and Specification )**

- |     |                   |   |  |
|-----|-------------------|---|--|
| 1.  | Flat area         | : | Super Built up.  |
| 2.  | Structure         | : | The building will be of R.C.C. framed Structure as per design approved by the H.M.C. with 150 mm thick external and 150 mm thick internal partition brick Walls with sand & cement mortar. |
| 3.  | Plastering        | : | 25 mm thick plastering with sand and Cement mortar.  |
| 4.  | Flooring          | : | Vitrified Tiles Finish in Bathroom and Kitchen, 6' high glazed ceramic tiles dado for bath Room and 2' high glazed tiles above Cooking platform in the Kitchen.                            |
| 5.  | Windows           | : | Frame will be of Wood/Aluminum and Steel grills with wood/Aluminum and Glass panel.  |
| 6.  | Doors             | : | Wooden Frame with commercial Flash Door.   |
| 7.  | Wall finish       | : | Internal wall with Plaster of Paris and External wall with two coats of good quality cement based paint over a coat of painter.  |
| 8.  | Bath & Toilet     | : | Good quality European Type commode In both toilet with a wash basin in each Bath along with CP plumbing fixtures.  |
| 9.  | Kitchen           | : | Sink and Cooking Platform of Green Marble/Stainless Steel, two water points With CP bib cocks.   |
| 10. | Water supply      | : | A common R.C.C./P.V.C. water reservoir for water Storage from Deep Tube Well source with Necessary motor and pump pipe lines of Good quality High density PVC.                             |
| 11. | Electrical Wiring | : | Concealed with wares of copper core and ISI approved brand with standard switch Of semi modular with M.C.B.  |
| a)  | Each Bed Room     | : | 3 Light points, 1 Fan point and 2 Plug   |



~~ಆರೋಗ್ಯ ಇಲಾಖೆ  
ಸರ್ಕಾರ, ಕರ್ನಾಟಕ~~

10.7 AUG 2013

- points(5 amp and 15 amp).
- b) Drawing & Dining : 3 Light points, 2 Fan points and 3 Plug Points ( Two 5 amp and One 15 amp).
- c) Kitchen : 1 Light point and 1 Plug point (15 amp).
- d) Bath & Toilet : 1 Light point, 1 Exhaust Fan point and 1 Plug Point ( 15 amp).
- e) Verandah : 1 Light Point.
- f) Calling Bell : 1 out side the Entry Door.
- g) Meter : One Meter from CESC to be provided for each Flat at the cost of the Parties.
12. Painting : Two coats of Synthetic Enamel over a coat Of primer on door window and all exposed Soil pipes and fittings.

### **PART - II**

#### **( Common Parts and Common Portions )**

1. Deep Tube Well.
2. Water pump, water tank, water pipes and other common plumbing Installation.
3. Pump House.
4. Drainage and Sewerage.
5. Common Electric meter installation space.
6. Such other equipment, installations, Fixtures, Fittings and spaces In or within the said building comprised within the said premises.
7. Common automatic Lift.

### **PART - III**

( Payments to be made to the Developer or Owner's Association on pro-rata basis )

1. All costs of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating, common portions and also the outer walls of the building and also for security of the said building.
2. The Salaries of all persons employed for the same purpose.
3. All charges and deposits for supplied of common utilities.
4. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
5. All litigation expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and/or demands from the corporation and/or other local authorities.



Additional District  
Sub-Registrar, Howrah

10 7 AUG 2013



6. The Office expenses incurred for maintaining the office for common purposes.
7. Municipal Tax and other Taxes and/or outgoing from date of taking possession of the said flat the Purchaser.

IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the  
OWNER at Howrah in the presence of:

WITNESSES:

1. *Bipraty Mondal.*  
C-36/2 BAISAKHI ABASAN,  
SALT LAKE, KOL-91

2. *Deben Ghosh*  
46, Dum Dum Road  
KOL-74.

*Harmit Mondal*

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED by the  
DEVELOPER at Howrah in the presence of:  
WITNESSES:

1. *Bipraty Mondal.*  
C-36/2 BAISAKHI ABASAN,  
SALT LAKE, KOL-91

2. *Deben Ghosh*  
46 Dum Dum Road  
KOL-74.

AMARNATH CONSTRUCTION  
*May Barlow*  
Partner  
Partner

SIGNATURE OF THE DEVELOPER

Drafted by me

*Maya Dey*

Advocate

Howrah Judges' Court



Additional District  
Sub-Registrar, Howrah

07 AUG 2013

**MEMORANDUM OF CONSIDERATION**

RECEIVED of and from the within named Developer a sum of Rs. 1,000/- (Rupees One Thousand) only in cash.

SIGNED, SEALED AND DELIVERED by the  
OWNER at Howrah in the presence of:

WITNESSES:

1.

*Biphalo Mandal,*  
C-36/R BAISAKHI ABASAN,  
SALT LAKE, KOL-91

2.

*Debasish Ghosh*  
42, Dum Dum Road  
1229-79

*Navil Mh*

SIGNATURE OF THE OWNER



Additional District  
Sub-Registrar, Howrah

SPECIMEN FORM FOR FINGER PRINTS



*M. S. D. S.*



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



*David A. S.*



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)

PHOTO

Little

Ring

Middle

Fore

Thumb

(Left Hand)

Thumb

Fore

Middle

Ring

Little

(Right Hand)

PHOTO

Little

Ring

Middle

Fore

Thumb

(Left Hand)

Thumb

Fore

Middle

Ring

Little

(Right Hand)



Additional District  
Sub-Registrar, Bovermh

07 AUG 2013



Government Of West Bengal  
Office Of the A.D.S.R. HOWRAH  
District:-Howrah

Endorsement For Deed Number : I - 06558 of 2013  
(Serial No. 07180 of 2013 and Query No. 0502L000012311 of 2013)

**On 07/08/2013**

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

Presented for registration at 21.20 hrs on :07/08/2013, at the Private residence by Manoj Bachhawat  
Claimant.

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

Execution is admitted on 07/08/2013 by

1. Navanil Patra, son of Joydeb Patra , 67, Panchanantola Road, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, . By Caste Hindu, By Profession : Business
2. Manoj Bachhawat  
Partner, Amamath Construction, 6, Rose Merry Lane, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, .  
. By Profession : Business

Identified By Bipratip Mondal, son of . ., C-36/2,baishaki Abasan, Saltlake, District:-Kolkata, WEST BENGAL, India, . By Caste: Hindu, By Profession: Service.

( Amal Kumar Naskar )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 08/08/2013**

**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 : 5(f) of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 7.00/-, on 08/08/2013

( Under Article : E = 7/- on 08/08/2013 )

**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.-27,13,333/-

Certified that the required stamp duty of this document is Rs.- 5000 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

( Amal Kumar Naskar )  
ADDITIONAL DISTRICT SUB-REGISTRAR

08/08/2013 17:02:00

EndorsementPage 1 of 2



Additional District  
Sub-Registrar, Howrah

08 AUG 2013





**Government Of West Bengal**  
**Office Of the A.D.S.R. HOWRAH**  
**District:-Howrah**

---

**Endorsement For Deed Number : I - 06558 of 2013**  
**(Serial No. 07180 of 2013 and Query No. 0502L000012311 of 2013)**

---

**( Amal Kumar Naskar )**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**



**( Amal Kumar Naskar )**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**

சென்னை மாவட்டப் பதிவுகாரியாலம்  
பதிவுகாரியாலம், சென்னை  
தேதி: 08/08/2013

பதிவுகாரியாலம், சென்னை  
பதிவுகாரியாலம், சென்னை  
பதிவுகாரியாலம், சென்னை



Additional District  
Sub-Registrar, Howrah

08 AUG 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 13  
Page from 10368 to 10402  
being No 06558 for the year 2013.



(Amal Kumar Naskar) 08-August-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D. S.R. HOWRAH  
West Bengal

