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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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1:50 P.M.  
16.12.2020  
Development Agt  
D. No. 10 / 5000  
D. No. 10 / 5000

n. 200/684360/2020

Certain to that the document is admitted to registration. The original is placed before me and the copy is returned to the applicant. The date of registration is 16 DEC 2020. Addl. Dist. & Reg. Officer, South 24 P.W.D., Murshidabad, South 24 P.W.D.

16 DEC 2020

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made on this the 16<sup>th</sup> day of December, 2020 (Two Thousand and Twenty).

**BETWEEN**

**SMT. SUTAPA DUTTA**, (PAN : CFOPD5734H, Aadhaar No. 6686 3483 6590), wife of Sri Brindraban Dutta, by faith - Hindu, by Nationality- Indian, by occupation- Housewife, Nationality - Indian, residing at 48C, A.M. Ghosh Road, P.O. & P.S. Budge Budge, Kolkata - 700137, District : South 24 Parganas, hereinafter called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**


**AND**

**M/S. DEBANGAN ESTATES PRIVATE LIMITED** (PAN- AAGCD3122P), a private limited company under the Companies Act, 1956, having its registered office at 11E, Northern Avenue, P.O. Belgachia, P.S. Tala, Kolkata - 700037, duly represented by its Director **SRI DEBABRATA CHAKRABORTY**, (PAN - ACIPC5882E), son of Amal Bikash Chakraborty, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 56/1C, Anath Nath Deb Lane, P.O. Belgachia, P.S. Tala, Kolkata - 700037, West Bengal, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**WHEREAS** one Katyayni Dasi, wife of Late Sashi Bhusan Sarkar was absolutely seized, possessed and/or otherwise well and sufficiently entitled to the land hereditament and premises under Khatian No. 534, Mouza - Garbhukta Nandanpur, J.L. No. 8, Revenue Survey No. 33, Dag No. 844; containing an area of .57 Satak together with the structure standing thereon.

**AND WHEREAS** by a Deed of Gift dated 07.10.1939 registered before the Additional District Sub-Registrar, Budge Budge, District 24 Parganas (South) in Book No. 1, Volume No. 55, Pages 97 to 100, Being no. 896 for the year 1939, the said Katyayni Dasi gifted the divided and demarcated portion of the said land containing an area of 28 ½ satak under Khatian No. 534, Dag No. 844 particularly described in the Schedule "KA" therein to her son Dharendra Nath Sarkar and remaining 28 ½ Satak of land under Khatian No. 534, Dag No. 844 particularly described in the schedule "KHA" therein to her another son Sri Jitendra Nath Sarkar absolutely.

**AND WHEREAS** by virtue of the said Deed of Gift dated 07.10.1989 the said Dharendra Nath Sarkar has become the owner of all that the said "KA" Schedule property being peace and parcel of land, hereditament and premises under Khatian No. 534 (new Khatian No. 1875), Dag No. 844 containing an area of 28 ½ Satak of land together with the structure standing thereon and subsequently



acquired of .01 Satak of land from Dag no. 845 and mutated his name in the record of rights.

**AND WHEREAS** the said Dharendra Nath Sarkar died intestate on 24.06.1959 leaving him surviving his 4 sons Sachindra Nath Sarkar, Atindra Nath Sarkar, Rathindra Nath Sarkar and Sri Nitindra Nath Sarkar and his widow Smt. Suro Sundari Sarkar and three daughters Smt. Nilima Ghosh, wife of Sri Krishna Kishore Ghosh, Smt. Susama Ghosh, wife of Sri Sushil Kumar Ghosh and Smt. Pratima Dutta, wife of Sri Sisir Kumar Dutta as his heirs heiresses and legal representatives who inherited the estate left by the said Dharendra Nath Sarkar.

**AND WHEREAS** the said 8 legal heirs and heiresses of Late Dharendra Nath Sarkar by registered Deed of Conveyance dated 29.06.1965 sold, transferred and conveyed a demarcated plot of land containing an area of 4 Cottahs, 1 Chittak 30 Sq.ft. equivalent to .07 Satak out of the said .29 Satak of land under Khatian No. 634 (new Khatian No. 1875) being part of Dag No. 844 to Smt. Radhika Shaw and Sri Hari Lal Shaw for the consideration mentioned therein.

**AND WHEREAS** in the revisional settlement the said Khatian No. 1875 has been changed to Khatian No. 13, 1198, 2155, 2380 and 2389/1 and Dag No. 844 has been changed to 844/1087 and Dag No. 845 has been changed to 845/1088.



**AND WHEREAS** the said Suro Sundari died on 26.09.1977 intestate leaving her surviving her said 4 sons and 3 daughters who inherited the share of Suro Sundari Sarkar in equal proportion.

**AND WHEREAS** the said Nilima Ghosh died on 20.09.1987 leaving her surviving her on son Sri Ananda Mohan Ghosh and Five married daughter namely (1) Smt. Shanti Majumder, (2) Smt. Bhakti Dutta, (3) Smt. Priti Dutta, (4) Smt. Shakti Dey and (6) Smt. Mukti Dutta as her heir, heiresses and legal representatives and after the death of Nilima Ghosh her undivided 1/7<sup>th</sup> share devolved upon her said son and daughters in equal share.

**AND WHEREAS** the said (1) Sachindra Nath Sarkar, (2) Atindra Nath Sarkar, (3) Rathindra Nath Sarkar, (4) Sri Nitindra Nath Sarkar (5) Smt. Susama Ghosh, (6) Smt. Pratima Dutta, (7) Sri Ananda Mohan Ghosh, (8) Smt. Shanti Majumder, (9) Smt. Bhakti Dutta, (10) Smt. Priti Dutta, (11) Smt. Shakti Dey and (12) Smt. Mukti Dutta, the then vendors seized and possessed and otherwise well and sufficient entitled to all that land hereditament and premises under Budge Budge Municipality, Touzi No. 353, J.L. No. 8, Revenue Survey No. 33, Mouza - Garbhukta Nandapur, Old Khatian No. 534 and 1875 (New Khatian No. 13, 1198, 2155, 2380 and 2389/1, Old Dag No. 844 (New Dag No. 844/1087 and 845/1088 containing an area of 12 Cottahs, 4 Chittaks and 41 Sq.ft. equivalent

to 20 Satak approx. of land together with structure standing thereon free from all encumbrances whatsoever.

**AND WHEREAS** one Smt. Sutapa Dutta, wife of Sri Brindaban Dutta, resident of 48C, A.M. Ghosh Road, P.O. & P.S. Budge Budge, Kolkata - 700137, District : South 24 Parganas, the Owner herein purchased All That piece and parcel of land containing an area of 4 Cottahs 12 Sq.ft. be the same a little more or less out of 12 Cottahs 4 Chittaks 41 Sq.ft. together with the 1455 Sq.ft. brick wall tin shed structure standing thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and 2389/1, Mouza - Garbhukta Nandanpur, Touzi No. 353, Revenue Survey No.33 J.L. NO. 8, being Part of Premises No. 235, Dhamatala Road, under Budge Budge Municipality, P.S. Budge Budge, 24 Parganas South, by virtue of a Deed of Sale executed on 12<sup>th</sup> day of September, 1997 and registered in the Office of District Sub-Registrar - II, Alipore, South 24 Parganas, vide Book No. I, Volume No. 156, Pages 87 to 107, Being No. 5389, for the year 1997, from (1) Sachindra Nath Sarkar, (2) Atindra Nath Sarkar, (3) Rathindra Nath Sarkar, (4) Sri Nitindra Nath Sarkar (5) Smt. Susama Ghosh, (6) Smt. Pratima Dutta, (7) Sri Ananda Mohan Ghosh, (8) Smt. Shanti Majumder, (9) Smt. Bhakti Dutta, (10) Smt. Priti Dutta, (11) Smt. Shakti Dey and (12) Smt. Mukti Dutta, who inherited the said property from their predecessors-in-interest.

**AND WHEREAS** the said Smt. Sutapa Dutta seized and possessed of 4 Cottahs 12 Sq.ft. be the same a little more or less out of 12 Cottahs 4 Chittaks 41 Sq.ft. together with the 1455 Sq.ft. brick wall tin shed structure standing thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and 2389/1, Mouza - Garbhukta Nandanpur, Touzi No. 353, Revenue Survey No.33 J.L. NO. 8, being Part of Premises No. 235, Dhamatala Road, under Budge Budge Municipality, P.S. Budge Budge, 24 Parganas South including all rights of ingress and egress and all easement rights of the common passage together with all right, title, interest, possession thereof.

**AND WHEREAS** after such purchase, the Owner herein mutated her names in the office of the Budge Budge Municipality in respect of the said land with Structure standing thereon, which has since been known and numbered as Municipal Holding No. 235/1, Dharmatala Road, & 235/A, Dharmatala Road, under Ward No. 11 of Budge Budge Municipality, upon payment of rents and taxes thereto and they also recorded her name in the concerned B.L. & L.R.O. office, P.S. - Budge Budge, District : South 24 Parganas.

**AND WHEREAS** the Owner is in peaceful and uninterrupted possession of All That piece and parcel of 4 Cottahs 12 Sq.ft. be the same a little more or less together with the 1455 Sq.ft. brick wall tin

shed structure standing thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and 2389/1, Mouza - Garbhukta Nandanpur, Touzi No. 353, Revenue Survey No.33 J.L. NO. 8, being Part of Holding No. 235/1 & 235/A, Dhamatala Road, under Budge Budge Municipality, P.S. Budge Budge, 24 Parganas South including all rights of ingress and egress and all easement rights of the common passage together with all right, title, interest, possession more fully described in the schedule hereunder written, for the sake of brevity hereinafter referred to as the "Said Property" and exercising the right of ownership thereto and free from all sorts of encumbrances is the subject matter of this Development Agreement.

**AND WHEREAS** the said property i.e. 4 Cottahs 12 Sq.ft. be the same a little more or less together with the 1455 Sq.ft. brick wall tin shed structure standing thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and 2389/1, Mouza - Garbhukta Nandanpur, Touzi No. 353, Revenue Survey No.33 J.L. NO. 8, being Part of Holding Nos 235/1 & 235/A, Dhamatala Road, under Budge Budge Municipality, P.S. Budge Budge, 24 Parganas South including all rights of ingress and egress and all easement rights of common passage together with all right, title, interest, possession is absolutely free from all encumbrances, attachment, lien, impendence, debattor, pirrattor, trust, vest, no Notice of Requisition and Acquisition



has been served upon the Owner and/or the said property has not been affected by way of Order of the Learned Court for selling and/or alienating the same, the Owner have been absolute authority to deal with the said property and the Owner hereby declare that she have full power and absolute authority to enter into Development Agreement.

**AND WHEREAS** the Owner of the First Part desirous of developing the said premises by construction of a new building for Residential purpose but due to insufficient of fund and lack of knowledge, the Owner herein while searching a Developer for construction of a new building, the Other Part herein being informed about the intention of the Owner and has approached the Owner to construct a new building and the Owner being convinced with the said approach, accepted the Developer proposal with the following terms and conditions as are mentioned hereinafter.

**ARTICLE - I**  
**DEFINITION**

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01 **OWNER** : Shall mean **SMT. SUTAPA DUTTA**, wife of Sri Brindraban Dutta, by faith - Hindu, by Nationality- Indian, by occupation- Housewife, Nationality - Indian, residing at 48C, A.M. Ghosh Road, P.O. & P.S. Budge Budge, Kolkata - 700137, District :

South 24 Parganas, the Party of the **FIRST PART** and shall include their representative heirs and assigns.

### 1.02. DEVELOPER :-

Shall mean **M/S. DEBANGAN ESTATES PRIVATE LIMITED**, a private limited company under the Companies Act, 1956, having its registered office at 11E, Northern Avenue, P.O. Belgachia, P.S. Tala, Kolkata - 700037, duly represented by its Director **SRI DEBABRATA CHAKRABORTY**, son of Amal Bikash Chakraborty, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 56/1C, Anath Nath Deb Lane, P.O. Belgachia, P.S. Tala, Kolkata - 700037, represented, the Party of the **SECOND PART** and shall include their successor or successors-in-office, representative, heirs and assigns.

### 1.03. SAID PREMISES:-

Shall mean All That piece and parcel of All That piece and parcel of Bastu 4 Cottahs 12 Sq.ft. be the same a little more or less together with the 1455 Sq:ft. brick wall tin shed structure standing thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and 2389/1, Mouza - Garbhukta Nandanpur, Touzi No. 353, Revenue Survey No.33 J.L. NO. 8, being Part of Holding Nos. 235/1 & 235/A, Dhamatala Road, under Budge Budge Municipality, P.S. Budge Budge, 24 Parganas South including

all rights of ingress and egress and all easement rights of the common passage together with all right, title, interest, possession, more fully described in the SCHEDULE "A" written herein below.

**1.04. BUILDING :-**

A proposed G+ III storied building having Residential character as per Building Plan to be sanctioned by the concerned authority.

**1.05. UNIT:-**

Shall mean a separate and self contained area intended to be used for Residential and shall include any other place to be constructed in the building and capable of being occupied and enjoyed independently.

**1.06. DEVELOPER :-**

The Owner/FIRST PARTY appoints and the SECOND PARTY accept the appointment as DEVELOPER of the premises.

**1.07. ARCHITECT-**

Shall mean such Architect or Architects as may be appointed from time to time by the Developer at their own costs and expenses for designing, planning and supervising the proposed building at the said premises.

**1.08. COVERED AREA.-**

Shall mean Inside Area Plus proportionate Area of Four Sides Wall.

**1.09. SUPER BUILT UP AREA OF THE UNIT :-**

Shall mean the total covered area of the Unit, as certified by the Architect for the time being of the building/s, plus proportionate share of common areas, as shall be determined by the Developer in consultation with the Owners and the Architect and aggregate of both shall be deemed to be Super Built Up area of the Unit.

**1.10 PLANS :-**

Shall mean the Building Plan/Plans with the maximum available F.A.R. to be sanctioned by the concerned authority in the names of the Owners of the First Part at the costs and expenses and guidance of the Developer for the construction of new G+III storied building in the said premises and shall include such additions, alterations and modification as the may make subsequently upon sanction by the concerned authority;

**1.11. COMMON AREA:-**

Shall mean and include outside corridors, stairways, outside passage ways, common lavatories, stair cover, pump rooms, lift, lift room, roof of the building underground water reservoir, overhead water



tank and other areas meant for common enjoyment of the buyers/occupants in the said premises.

**1.12. COMMON FACILITIES AND AMENITIES:-**

Shall mean and include stair ways, water pumps, and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyers/ occupants.

**1.13. OWNERS ALLOCATION:-**

The Owner shall get one flat on the 2<sup>nd</sup> floor, South/West Side of the proposed building measuring 1000 sq.ft. built up area more or less including 25% super built up area, and one Garage on the Ground floor measuring about 150 Sq.ft. covered area more or less, along with proportionate share of land and building with all other common areas and facilities and the developer agree to pay to owner of Rs 14,00,000/- (Rupees fourteen Lacs) only which must be refundable.

**1.14. DEVELOPER'S ALLOCATION.-**


Developer shall get remaining portion after handing over owner's allocation together with proportionate share of land and common facilities.

**1.15. SALEABLE SPACE :-**

Saleable Space shall mean the space of the new building available for independent use and occupation by the development after making due provisions for common facilities and space required thereof except the Owners' share of allocation.

**1.16. TIME :-** Time shall mean the construction shall be completed within total 24 (Twenty Four) months from the date of sanction of the building plan. The time may be extended due to force measure, which is beyond the control of the developer. It is pertinent to mention here that in case any problem arise due to lack of paper dispute on the part of the Owners in that event time shall extended according to requirement.

**1.17. WORDS :-** Importing singular shall include plural and vice-versa and the wards importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine gender.



**1.18. COMMENCEMENT:**

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

**1.19. TRANSFEROR.-**

Shall mean the Owners for the land and the Developer for the construction part.

**1.20. TRANSFEREE :-**

Shall mean the person to whom any Flat/Unit, in the Building is intended to be transferred by the OWNER and/or DEVELOPER.

**ARTICLE-II**

2.1. The said premises is free hold and the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.

2.2. That the total area comprised in the said premises is All That piece and parcel of Bastu land All That piece and parcel of Bastu 4 Cottahs 12 Sq.ft. be the same a little more or less out of 12 Cottahs 4 Chittaks 41 Sq.ft. together with the 1455 Sq.ft. brick wall tin shed structure standing thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and

2389/1, Mouza - Garbhukta Nandanpur, Touzi No. 353, Revenue Survey No.33 J.L. NO. 8, being Part of Holding Nos. 235/1 & 235/A, Dhamatala Road, under Budge Budge Municipality, P.S. Budge Budge, 24 Parganas South including all rights of ingress and egress and all easement rights of the common passage together with all right, title, interest, possession more or less more fully described in the Schedule 'A' written herein below.

2.3. The Owners will furnish all the original Copies of all the documents relating to the title of the Owner in respect of the said premises to the Developer upon signing of this Agreement. The developer shall return said documents after completion of the project but the developer having no right to create any mortgage of the said documents before any financial institution.

2.4. The Owner shall not create any encumbrances of any nature whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the Developer in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owner shall be entitled to deal with any part of the Owner's Allocation on or before delivery of the same by the Developer. Be it mentioned here the Developer will first hand over possession to the Owner in respect of the Owner's Allocation and



thereafter to the other person or persons but the Developer have every right to enter into any Agreement with any intending buyer or buyers in respect of Developer's Allocation.

2.5. The Owner shall put the Developer into possession of the said premises simultaneously with the execution of this Agreement and the Developer shall issue a Certificate in favour of the Owner to that effect.

2.6. The Developer will be deemed to be in possession of the said premises and will be free to do all acts, deeds and things required for the development of the said premises as per Sanctioned Plan at their own costs, expenses and risks.

2.7. That with the consent and approval of the Owner the Developer will submit Building Plans in the name of the Owner or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer.

2.8. The Owner will convey and/or transfer the proportionate share in the total land appertaining to the Developer's Allocation, free from all encumbrances to the Developer or the persons nominated by the Developer.

2.9. The Owner shall become absolutely entitled to deal with his allocation as and written required from time to time, and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions.

### COMMON RESTRICTION

The Owner's share allocation in the new building shall be subject to the same restriction on transfer and use as are applicable to the developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall include the following :-

- a) The Owner shall not use or permit to be used of the owner's share of allocation in the new building or any portion thereof for carrying on any obnoxious/illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazard to the Owner of the new building. The Developer and their nominee nominees shall also not use or permit to be used of the developer's share of allocation in the new building or any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazards to the

Owner of the new building.

- b) Both the parties shall abide by all laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right of the Owners.
- c) The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.
- d) Neither party shall throw accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors any other portions of the new building.

**ARTICLE-III**  
**(DEVELOPER RIGHT & REPRESENTATION)**

3.1. The developer shall complete the newly constructed building within 24 (Twenty Four) months from the date of sanction of the Building Plan.

3.2. The Owner hereby grant, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises and the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any other means from the Developer's Allocation

in accordance with the Building Plans to be sanctioned by the Budge Budge Municipality with or without amendments and/or modifications made or caused by the Developer with approval of the concerned authority.

3.3. The Developer shall be entitled to prepare modify and/or alter the Building Plans in consultation with the Owner and to submit the same to concerned authority in the name of the Owner at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said premises. However if on the request of any prospective Purchaser, any particular internal modification/alteration is made in that event, the Purchaser of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification/ alteration to the concerned office.

3.4. The Developer declares and undertakes that they will develop the entire premises by construction of one Block of Building of the said premises.

3.5. The Building will be constructed with new First Class Building materials and good workmanship and with such specifications more




fully described/mentioned in the SCHEDULE "D" hereunder written and strictly in accordance with Building Plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the Owner and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary Body or Authorities.

3.6. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof by the Developer other than an exclusive license to the Developer of the said premises in terms hereto and to deal with the Developer Allocation in the Building to be constructed thereon in the manner and subject to the conditions hereinafter stated.

3.7. The development shall proceed expeditiously in all respect of developer thereof by preparing of the Building Plan and shall submit the said Building plan for sanction and obtain the sanction there from within 6 (six) months from the date of execution of this Agreement. However the time for preparation of mutation certificate and ROR (Parcha) from BL & LRO Office shall deducted from aforementioned time.

3.8. Both Party hereby agreed that the Owner will be fully entitled



to enjoy the Owner's Allocation and entitled to sell and/or transfer their interest in any manner to any person and the Developer also entitled to sell and/or transfer his interest his interest in any manner to any person.

3.9. The Developer shall at his costs and without creating any financial or other liabilities on the Owner, construct, erect and complete full finished the said proposed Building with sanctioned Plan and as per Specification mentioned below within 24 (Twenty four) months from the date of sanctioned building plan. In the event the Developer after starting of construction work and on making some progress of such construction, fails and/or neglects to progress of such construction for a period of 3 (Three) months or more, it shall be lawful for the Owner to serve a Notice upon the Developer asking the Developer to start and/or resume the work of construction forthwith and in spite of such notice.

3.10. The Developer will be entitled to develop the said premises by constructing Building thereon consisting of Flat/Units in accordance with the Building Plans and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of their choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owner. All the consideration money shall be

realized and appropriated by the Developer absolutely at their discretion and the Owner shall have no claim whatsoever against the sale proceeds or any part of Developer' Allocation.

3.11. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or provisions under any statute for carrying out the Construction Work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at their own costs and expenses and the Owners will extend all possible cooperations and render all assistance, if necessary, to the Developer in complying therewith.

3.12. The Developer shall remain responsible to clear all the outgoings, statutory dues of Concerned offices and all other rates and taxes in respect of the said premises from the date of handing over possession to the Developer by the Owners till the date of handing over Owner's Allocation, completed in all respects as per Specification of Construction Work mentioned in SCHEDULE "D" hereunder written to the Owner. Thereafter, the Parties hereto shall bear and pay all outgoings in respect of their respective Allocation/ areas in the proposed Building and each Party shall keep the other served, harmless and indemnified in respect thereof.

3.13. The Owner will not be in any way responsible for the construction of the Units/Flats comprised in the Developer Allocation and/or regarding delivery of Units/Flats, nor the Owners will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the Developer and intending Purchasers.

3.14. The Developer hereby indemnify and keep indemnified the Owner against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owner on account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

3.15. The Developer affirms to deliver the area allocable to the Owner as per the Specification mentioned in the SCHEDULE "D".

(1) The Developers/Promoters herein with the strength of this agreement shall not be entitled to obtain any loan from any bank, financial institution any individual etc, keeping the properties of Owner as a security for re-payment of such loan. But it is pertinent to mention here that purchaser can take loan from their bank to purchase the unit of flat.



- (2) This agreement shall never be construed or considered to be my partnership business but simply an agreement to development.
- (3) That Developer/Promoter shall have right to make agreement for sale and shall take money as advance from the intending purchaser but Owner have no liability or no way connection in repay in any manner whatsoever.
- (4) That if promoter collect money by way of agreement for sale from any person/persons and shall and not complete the building within stipulated period in that event Owner shall not take any type of liabilities thereof.
- (5) That all dispute and differences which may arise between the parties thereto upon the construction of any of the provisions of these presents and/or affecting the right and liabilities of the parties hereto or in any way manner connected with these presents shall be referred to Arbitration of two Arbitrators, one to be appointed by each party and the decisions of the arbitrations or the umpire to be appointed by them shall be conclusive and binding upon all the parties herein and such proceeding shall be governed by the Arbitration and Conciliation Act, 1996 as amended time to time.

**ARTICLE-IV**  
**MISCELLANEOUS**

- 4.1. The Owner immediately after execution of this agreement will execute and give a General Power of Attorney in favour of Developer for manage, control and supervise the Project and to sell or transfer the Developer's allocation in favour any third party.
- 4.2. The Owner shall join as the Party in any Agreement where the Developer may enter any Agreement with the Purchaser/Purchasers in respect of any Unit/Flats along with common facilities of the Developer' Allocation in the Building, but the Owners need not sign the Memo of Consideration part thereof Similarly, if required by the Owner, the Developer will join as Confirming Party in respect of any Agreement of Owners' Allocation in the proposed Building.
- 4.3. Upon completion of the development work and after delivery of possession of Owners' Allocation the Owners will make and execute in favour of the Developer or their nominee/s proper conveyances of undivided proportionate share of the land or such other Deeds in arising as the Developer may deem necessary for assuring or perfecting the title of the Developer or their nominees proper Conveyances or such other Deeds in writing at the cost of the Developer or their nominees as the Developer may deem necessary for assuring or perfecting the title of the Developer or their

nominee/s appertaining to the land in respect of the Developer Allocation in the Building constructed at the said premises.

4.4. If the Owner after accepting the possession of Owner allocating from the developer fail and/or neglect to execute and register the Sale Deeds then the Developer will have all rights to get the Sale Deeds executed and registered through proper Court of Law.

4.5. It is agreed by both the Parties that the Owner shall have all rights to inspect the day to day progress of the construction of the Building and their suggestions should be regarded by the Developer and their Engineer with regard to the construction.

4.6. The Developer will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said premises including rent; property taxes, water and electricity charges, municipal dues, taxes and other outgoings upto the date of handing over possession the Developer for construction. After hand over possession to the Developer by the Owner, the Developer will be pay and borne all rates and taxes etc. till completion of Project.

4.7. The Parties have entered into this Agreement purely on a Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owner and the Developer nor shall the Owner and the Developer in any manner, constitute as

Association of the persons. Each Party shall keep the other Party indemnified from and against the same.

4.8. After the execution of this agreement Owners shall vacate the schedule 'A' property and in that event Developer shall not give any accommodation to the Owners.

4.9 It is recorded that the Developer is also owner of the Bastu land measuring about 4 cottah 1 chittak 30 square feet together with the structure standing thereon comprised in R.S. Dag No. 844, L.R. Dag No. 1087, R.S. Khatian No. 1875 and L.R. Khatian No. 4859 being holding No. 235/1, Dharmatala Road. It is agreed between the parties herein that the Developer will amalgamate the said two premises being holding No. 235/A and 235/1 Dharmatala Road into one plot and cost such amalgamation will be entirely borne by the Developer and after getting new holding new holding No. the Developer will sanction a building plan on the said amalgamated land at their own cost.

4.10 If the property in question is developed by amalgamation with the said adjacent land the agreement to be changed completely, as it will come under the West Bengal Housing Industry Regulation (WBHIRA) Act, 2017 and Rules 2018, but allocation of the owner will not be alter or changed.

4.11 If the said West Bengal Housing Industry Regulation Act and Rules has become applicable in this project, then the Developer will abide by all such Rules and Regulations in accordance with law, the cost and expenses of such formalities will be borne by the Developer exclusively and the owner will have no liability thereto.

**ARTICLE -V**  
**FORCE MAJEURE**

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the

relations obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such majeure if any.

2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil, commotion, strikes, lockout epidemic, pandemic and or any other fact or commission beyond the control of the parties hereto.

**ARTICLE -VI**  
**JURISDICTION**

6.1. Only the Court within the Ordinary-Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement, including the Arbitration Proceedings etc. will be at Kolkata Jurisdiction.

**THE SCHEDULE 'A' ABOVE REFERRED TO :**  
**(ENTIRE LAND)**

**ALL THAT** piece and parcel of Bastu land 4 Cottahs 12 Sq.ft. be the same a little more or less out of 12 Cottahs 4 Chittaks 41 Sq.ft. together with the 1455 Sq.ft. brick wall tin shed structure (23 years old) in dilapidated condition thereon being a part of Dag No. 844/1087 under Khatian No. 1875, R.S. Khatian No. 13, 1198, 2155, 2380 and 2389/1, Mouza - Garbhukta Nandanpur, Touzi No.



353, Revenue Survey No.33 J.L. NO. 8, being Part of Premises No. 235/1, Dharmatala Road, Holding No. 235/A, Dharmatala Road, under Budge Budge Municipality, Ward No. 011, P.S. Budge Budge, District - 24 Parganas South including all rights of ingress and egress and all easement rights of the common passage together with all right, title, interest, possession with all other amenities and facilities standing thereon the said property is butted and bounded as follows :-

- ON THE NORTH** : Part of Dag No. 844/1087;
- ON THE SOUTH** : Ditch of Jitendra Nath Sarkar;
- ON THE EAST** : 17' ft. Dharmatala Road/Part of Dag No. 844/1087;
- ON THE WEST** : Municipal Drain & Dag No. 843.

**THE SCHEDULE 'B' ABOVE REFERRED TO :**  
**(OWNERS' ALLOCATION)**

The Owners shall get one flat on the 2<sup>nd</sup> floor, South/West Side of the proposed building measuring 1000 sq.ft. built up area more or less including 25% super built up area and one Garage on the Ground floor measuring about 150 Sq.ft. covered area more or less, along with proportionate share of land and building with all other common areas and facilities and the developer agree to pay to owner of Rs 14,00,000/- (Rupees fourteen Lacs) only which must be refundable.

**THE SCHEDULE 'C' ABOVE REFERRED TO :**  
**(DEVELOPER'S ALLOCATION)**

DEVELOPER shall get remaining portion of (G+III) storied building to be constructed after handover Owner's allocation as per sanctioned building plan together with proportionate share of land and common areas, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by the Owner/First Party to the Developer nominated person or persons.

**THE SCHEDULE 'D' ABOVE REFERRED TO :**  
**(SPECIFICATION)**

- |            |   |
|------------|---|
| FOUNDATION | ∴ The Building is designed on R.C.C. Footing and Frame as per Design.   |
| WALLS      | ∴ All the external walls shall be of 200 mm. thick Brick Wall with Cement Plaster. All internal Partition Walls shall be 75 mm. thick Brick Walls with both side Cement Plaster. Sal Wood Frames and all Doors Shutters shall be of 32 mm. thick Flush Doors with Water Proof Ply except Main |

Door/ Entrance Door and will be fully wooden.

WINDOW & M. S. GRILL : All the Windows shall be of Steel Frame with integrated Grill (18 mm. x 5 mm.) with Glass Panels and handles with one coat of primer over coat of Red Oxide Paint Verandah will be half covered with MS. Grill or Brick Work top Mosaic (Handle).

#### DOOR & WINDOW FITTINGS

: All the Door Fittings such as M.S. Kings Godrej Night Latch (only Main Door) with Handles, Aluminums Tower Bolts, Door Stoppers, and Vision Apparatus shall be provided to Main Door. All Window Fittings such as stay Handle will be of M.S. or Aluminums.

#### FLOORING

: All the Flooring shall be provided with Marble (White) of 2' x 2' Size each with No. 2 & 2B Multi-Coloured Marble Chips and Skirting in 100 mm. High. Kitchen and Toilet shall have 6' - 5" High Glazed Tiles (White Printed) over skirting on all sides. W.C. Wall will be same as Toilet. Kitchen will have 36736" High

Glazed Tiles over the Table of 6' X 21" Black Stone Top and also a Black Stone Sink will be fixed.

**INTERNAL FINISHED  
TO WALLS**

: All interior Walls, Ceilings of Rooms/ Verandah, Kitchen-cum-Dining, Living and Toilets, W.C. shall be finished in Tata Putti except staircase and the Door Shutter will be One Coat Primer.

**SANITARY & PLUMBING**

: All the internal Horizontal Soil and Waste Pipes shall be of 50 mm. and 100 mm. P.V.C, Pipes joint in Cement. All the vertical Soil, Vent and Waste Water Pipes shall be in 50 mm. to 100 mm. Dia P.V.C. Pipes joined with Cement mortar and exposed to Walls. All the Rain Water Pipes shall be 100 mm. Dia in good quality of P.V.C. Pipes.

**ELECTRONIC FICTION**

: All the Water Supply Pipes shall be within (Oriplast & G.I.)/Concealed to walls of Toilet, Kitchen and W.C, Toilet will be Western closet Type Pan (White) and W.C. will be one Commode (White) with Low- Down P.V.C. Cistern, 1 No. 16' x 20' White

Wash Basin, Shower, Bath Room Fittings such as Stop Cock, Bib-Cock, Pillar Cock etc. will be in C.P. Brush. KMC water facility.

**ELECTRONIC FICTION** : All the internal Wiring shall be concealed in Polythene conduct, all Wires shall be of Coppers, all Switch Boards of M.S. Flush With walls with "Acrylic" cover and all Switches of "Pritam Brand". Living/ Bed Rooms shall be provided with 3 Nos. Light Points Plus 1 No. Fan Point and 1 No. 5 Amp. Plug Point. Dining Space shall be provided with 3 Nos. Light Points + 1 No. Fan Point + 1 No. 15 Amp. and 1 No. 5 Amp. Plug Point + 1 No. Call-Bell Point. Kitchen shall be provided with 1 No. Light Point + 1 No. 5 Amp. Plug Point. Verandah shall be provided with 1 No. Light Point each Toilet shall be provided with 1 No. Light Point and 1 No. 15 Amp. Plug Point only in toilet and 1 No. Fan Point in each. Each Flat will be provided with Water supply Line P.V.C. Overhead Water tank, Overhead Tank shall be filled up by Water from the Underground (Semi) Water Reservoir for all the Flats.



WATER SUPPLY GENERAL : All the internal approach Road shall be of cement concreted (Jhama). Brick Boundary Wall upto a Height 5' with Both Side Plaster. Each Flat shall have separate Electric Meter and the cost will be borne by all the Flat Holders / Purchasers individually.

GENERAL : Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the Owners in advance.

LIFT/NO LIFT. : Motor- Mitsubishi,  
'O' leble maintain.  
ARD System Rope - Usha Martin.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the Parties at Calcutta in the presence of:

1. *Brimed Ban Dutt*  
48/6 A.M. C-5H Road *Sulapa Dutt*

2. *Prabir Banerji*  
Sl. Lok R. K. Banerji  
50/11/3 Setna Rd.  
K-d. 137

[Signature of the Owner]  
FIRST PART

DEBANGAN ESTATE PVT. LTD.

*[Signature]*

Director

[Signature of the Developer]  
SECOND PART

**Drafted by :**

*Prabir Banerji*

**Prabir Banerjee**

*P-332/04*

Advocate

Alipore Judges Court,

Alipore, 24 Parganas South.



		Thumb	1st finger	Middle fing.	Ring fing.	Small fing.
Left hand						
Right hand						

Name - \_\_\_\_\_ Vendor/Vendee/Donor/Donor

Signature Sulapa Dutta



		Thumb	1st finger	Middle fing.	Ring fing.	Small fing.
Left hand						
Right hand						

Name- DEBARATI CHAKRA BOROY Vendor/Vendee/Donor/Donor

Signature [Handwritten Signature]

		Thumb	1st finger	Middle fing.	Ring fing.	Small fing.
PHOTO	Left hand					
	Right hand					

Name- \_\_\_\_\_ Vendor/Vendee/Donor/Donor

Signature.....

### Major Information of the Deed

Deed No :	I-1610-02576/2020	Date of Registration	16/12/2020
Query No / Year	1610-2001684360/2020	Office where deed is registered	
Query Date	14/12/2020 3:13:34 PM	1610-2001684360/2020	
Applicant Name, Address & Other Details	Prabir Banerjee Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831977642, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 14,00,000/-]		
Set Forth value	Market Value		
	Rs. 35,57,068/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 14,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Budge Budge, Municipality: BUDGE-BUDGE, Road: Dhramatala Road(Main), Mouza: Garbhukta Nandanpur, , Ward No: 011, Holding No:235/1 and 235/A JI No: 8, Pin Code : 700137


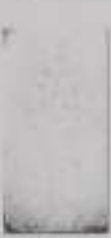
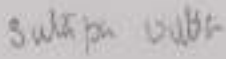
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-844/1087	RS-1875	Bastu	Bastu	4 Katha 12 Sq Ft		31,63,127/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					6.6275Dec	0/-	31,63,127 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1455 Sq Ft.	0/-	3,93,941/-	Structure Type: Structure
Gr. Floor, Area of floor : 1455 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 23 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		1455 sq ft	0/-	3,93,941 /-	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Smt Sutapa Dutta</b> <b>(Presentant)</b> Wife of Shri Brindaban Dutta Executed by: Self, Date of Execution: 16/12/2020 , Admitted by: Self, Date of Admission: 16/12/2020 ,Place : Office			
		16/12/2020	LT 16/12/2020	16/12/2020
48C, A.M. Ghosh Road, P.O:- Budge Budge, P.S:- Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN - 700137 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CFxxxxxx4H, Aadhaar No: 66xxxxxxxx6590, Status :Individual, Executed by: Self, Date of Execution: 16/12/2020 , Admitted by: Self, Date of Admission: 16/12/2020 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Messers Debangon Estates Private Limited</b> 11E, Northern Avenue,, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037 , PAN No.:: AAxxxxxx2P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Debabrata Chakraborty</b> Son of Amal Bikash Chakraborty Date of Execution - 16/12/2020 , Admitted by: Self, Date of Admission: 16/12/2020 , Place of Admission of Execution: Office			
		Dec 16 2020 3:10PM	LT 16/12/2020	16/12/2020
56/1C, Anath Nath Deb Lane, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx2E,Aadhaar No Not Provided by UIDAI, Status : Representative, Representative of : Messers Debangon Estates Private Limited (as Director)				





**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Biswajit Dutta</b> Son of Brindaban Dutta 4B/ C. A. M. Ghosh Road, P.O:- Budge Budge, P S:- Budge Budge, District- South 24-Parganas, West Bengal, India, PIN - 700137			
	16/12/2020	16/12/2020	16/12/2020

Identifier Of Smt Sutapa Dutta, Shri Debabrata Chakraborty

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt Sutapa Dutta	Messers Debangon Estates Private Limited-6.6275 Dec

**Transfer of property for S1**

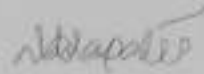
Sl.No	From	To. with area (Name-Area)
1	Smt Sutapa Dutta	Messers Debangon Estates Private Limited-1455.00000000 Sq Ft



On 15-12-2020

**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 35,57,068/-



**MRINMOY DALAPATI**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BUDGE BUDGE**  
**South 24-Parganas, West Bengal**

On 16-12-2020

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:50 hrs on 16-12-2020, at the Office of the A.D.S.R. BUDGE BUDGE by Smt Sutapa Dutta ,Executant.

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

Execution is admitted on 16/12/2020 by Smt Sutapa Dutta, Wife of Shri Brindaban Dutta, 48C, A.M. Ghosh Road, P.O Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by Profession House wife

Identified by Biswajit Dutta, , Son of Brindaban Dutta, 48/ C, A. M. Ghosh Road, P.O: Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by profession Business

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

Execution is admitted on 16-12-2020 by Shri Debatrata Chakraborty, Director, Messers Debangan Estates Private Limited (Private Limited Company), 11E, Northern Avenue, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Identified by Biswajit Dutta, , Son of Brindaban Dutta, 48/ C, A. M. Ghosh Road, P.O: Budge Budge, Thana: Budge Budge, South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14,021/- ( B = Rs.14,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2020 1:15PM with Govt. Ref. No. 192020210169954931 on 16-12-2020, Amount Rs: 14,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKO7447631 on 16-12-2020, Head of Account 0030-03-104-001-16



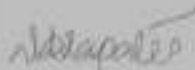
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 6,021/-

**Description of Stamp**

1. Stamp Type: Impressed, Serial no S763018, Amount: Rs 1,000/-, Date of Purchase: 16/12/2020, Vendor name: Sanat Panjal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2020 1:15PM with Govt. Ref. No. 192020210169954931 on 16-12-2020, Amount Rs: 6,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKO7447631 on 16-12-2020, Head of Account 0030-02-103-003-02



**MRINMOY DALAPATI**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BUDGE BUDGE**  
**South 24-Parganas, West Bengal**

