

10912/14

1-10456/14



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 946170

12/12/14
 4/00
 R-18527/14

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
 Behala, South 24 Parganas

1726
 20/14
 250-
 200-
 Total Rs. 450-
 A.D.R. (Behala)

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 12th day of December Two Thousand Fourteen (2 0 1 4) **B E T W E E N**
 (1) **SMT. SABITA ROY CHOWDHURY**, Wife of Late Kanupriya Roy Chowdhury, by Faith: Hindu, by Nationality: Indian, by Occupation: House-Wife, (2) **SRI PRABIR ROY CHOWDHURY**.

No. 14357 Date 30 JUL 2014
 Name S. Banerjee
 Address Advocate Alipore Judges' Court
Kolkata- 700 027
 Value Rs. 100/-
BIDYUT KR. SAMA
 Licence Stamp Vendor
 Alipore Judges' Court, 24 Pgs (S)
 Licence Stamp _____ Vendor Signature [Signature]

Certificate of Registration
 Registered
 CD Volume
 Page No.
 being

Badrin Roy Chowdhury



N.C.T.9
 4485



For B. S. GROUP
Badrin Roy Chowdhury
 Partner Partner

A.D.S.R. Behala
 12 DEC 2014
 Dist. South 24 Pgs.



N.C.T.9
 4486

For B. S. GROUP
Subrata Sen
 Partner Partner



N.C.T.9
 4487

Subrata Roy Chowdhury

ertificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 33
Page from 4814 to 4854
being No 10456 for the year 2014.



(Asish Goswami) 24-December-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal



Government Of West Bengal

Office Of the A.D.S.R. BEHALA

District:-South 24-Parganas

Endorsement For Deed Number : I - 10456 of 2014

(Serial No. 10912 of 2014 and Query No. 1607L000018527 of 2014)

On 12/12/2014

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

Presented for registration at 16.00 hrs on :12/12/2014, at the Private residence by Barun Roy Chowdhury , one of the Claimants.

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

Execution is admitted on 12/12/2014 by

1. Sabita Roy Chowdhury, wife of Lt. Kanupriya Roy Chowdhury , 15, Sashan Kalitala Road, Barisha, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : House wife
2. Prabir Roy Chowdhury, son of Lt. Kanupriya Roy Chowdhury , 15, Sashan Kalitala Road, Barisha, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Service
3. Subir Roy Chowdhury, son of Lt. Kanupriya Roy Chowdhury , 15, Sashan Kalitala Road, Barisha, Kolkata, Thana:-Thakurpukur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700008, By Caste Hindu, By Profession : Business
4. Manashi Chatterjee, wife of Goutam Chatterjee , 3/5, Aurobindo Avenue, Durgapur - 4, Thana:-Durgapur, District:-Burdwan, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
5. Barun Roy Chowdhury
Partner, M/s. B. S. Group, P. S. - Parnasree, 188, Maharani Indira Devi Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060.
By Profession : Business
6. Subrata Sarkar
Partner, M/s. B. S. Group, P. S. - Parnasree, 188, Maharani Indira Devi Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060.
By Profession : Business
Identified By Tapas Manna, son of Golak Manna, 2/1, K. C. Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste: Hindu, By Profession: Service.

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 15/12/2014

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), 53, 57 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 10456 of 2014
(Serial No. 10912 of 2014 and Query No. 1607L000018527 of 2014)

Rs. 2203.00/-, on 15/12/2014

(Under Article : B = 2189/- ,E = 14/- on 15/12/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,73,95,435/-

Certified that the required stamp duty of this document is Rs.- 40051 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 40060/- is paid , by the draft number 729207, Draft Date 12/12/2014, Bank : State Bank of India, Roy Bahadur Road, Behala, received on 15/12/2014

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Son of Late Kanupriya Roy Chowdhury, by Faith: Hindu, by Nationality: Indian, by Occupation: Service, (3) **SRI SUBIR ROY CHOWDHURY**, Son of Late Kanupriya Roy Chowdhury, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, all are residing at 15, Sashan Kalitala Road, Barisha, Kolkata 700 008, Police Station: Thakurpukur, District: South 24 Parganas, (4) **SMT. MANASHI CHATTERJEE**, Wife of Sri Goutam Chatterjee, and Daughter of Late Kanupriya Roy Chowdhury, by Faith: Hindu, by Nationality: Indian, by Occupation: House-Wife, residing at 3/5, Aurobindo Avenue, Durgapur-4, Police Station: Durgapur, District: Burdwan, in the State of West Bengal, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to context be deemed to include their respective heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART**;

A N D

M/S. B. S. GROUP, a Partnership Firm, having its principal place of Business at 188, Maharani Indira Debi Road, Kolkata 700 060, Police Station: Parnasree District: South 24 Parganas, in the State of West Bengal, Represented by its **Partners**, viz. (1) **MR. BARUN ROY CHOWDHURY**, Son of Late Braja Behari Roy Chowdhury, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 38/F, K. K. Roy Chowdhury Road, Kolkata 700 060, Police Station: Thakurpukur, District: South 24 Parganas, in the State of West Bengal, and (2) **MR. SUBRATA SARKAR**, Son of Late Subhash Chandra Sarkar, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 6, Ramkrishna

Sarani, Kolkata 700 060, Police Station: Parnasree, District: South 24 Parganas, in the State of West Bengal, hereinafter called and referred to as the '**DEVELOPERS**' (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, administrators-in-office, legal representatives, successors nominees and assigns) of the '**OTHER PART**':

W H E R E A S -

A. That the predecessor-in-interest of the Owners herein i.e. Father-in-Law of Owner No. 1 and Grand Father of Owners No. 2 to 4 herein, Sitnath Roy Chowdhury, since deceased purchased a Land measuring 26 $\frac{3}{4}$ Sataks as the 1/4th. share of the original Owner, namely, Hrishikesh Tapaswi and Kishori Mohan Tapaswi, who inherited the property from their predecessor-in-interest Amrita Lal Tapaswi. Said Amrita Lal Tapaswi possessed the land measuring 1.07 Decimals which includes the land measuring 26 $\frac{3}{4}$ Sataks with his co-owner, Hira Lal Tapaswi. Thus said Hira Lal Tapaswi and Amrita Lal Tapaswi jointly possessed the land measuring about 1.07 Decimals be the same a little more or less appertaining to Touzi No. 1-6, 8, 10, 12-16, J.L. No.23, R.S. No. 43, C.S. Khatian No.148, R.S. Khatian No.3065, C.S. Dag Nos. 86 and 89, R.S. Dag Nos. 86, 86/357 and 89, Pargana: Khaspur, Mouza: Purba Barisha, Police Station: Thakurpukur, within the limits of the then South Suburban Municipality, District: South 24 Parganas;

B. That said Amirita Lal Tapaswi died intestate leaving behind his Wife and Four Sons and after the death of said Amrita Lal Tapaswi his Wife also died leaving behind her Four Sons as her legal heirs, namely, (1) Hrishikesh Tapaswi, (2) Kishori Mohan Tapaswi, (3) Keshab Lal Tapaswi and (4) Sri Ajit Tapaswi who inherited jointly 2 Annas share each of their property inherited from Amrita Lal Tapaswi;

C. That said Hrishikesh Tapaswi and Kishori Mohan Tapaswi sold their 4 Annas Share measuring $26 \frac{3}{4}$ Sataks of land to Sitanath Roy Chowdhury, since deceased by executing a Registered Deed of Sale on 09.03.1950 and others co-owners namely, Keshab Lal Tapaswi and Ajit Tapaswi also sold their respective share to Kartick Chandra Nath on 18.04.1952, by executing a Registered Deed of Sale and thus the legal heirs of said Amrita Lal Tapaswi sold their total undivided 8 Annas share;

D. That the legal heirs of said Hira Lal Tapaswi, namely, Jiban Krishna Tapaswi inherited undivided 8 Annas share and during the said joint possession, said Jiban Krishna Tapaswi, since deceased, sold some portions of joint property to the stranger Purchaser and donate a portion of land from the said joint property to his Son, Rabin Tapaswi;

E. That after the death of Sitanath Roy Chowdhury, the property left by him inherited by his Wife and Two Sons and Two Daughters as his legal heirs and said Kanupriya Roy Chowdhury and Chintamani Roy Chowdhury became the absolute Owners of

the said joint property left by their father, Sitanath Roy Chowdhury by virtue of a Registered Deed of Gift executed on 11.07.1983 by the other legal heirs of Sitanath Roy Chowdhury;

F. That said Kanupriya Roy Chowdhury and Chintamoni Roy Chowdhury filed a Partition Suit before the Learned 7th. Court of Civil Judge at Alipore, District: South 24 Parganas being Title Suit No. 103 of 1986, which was Decreed on 17.07.2003 declaring the $26 \frac{3}{4}$ Sataks share in the suit property which is specifically mentioned in the **FIRST SCHEDULE** hereunder written. During pendency of the said Partition Suit, said Chintamoni Roy Chowdhury died intestate leaving behind his Wife, Bithika Roy Chowdhury as his only legal heir, said Bithika Roy Chowdhury also died intestate and as they had no Issue, the property left by Chintamoni Roy Chowdhury and Bithika Roy Chowdhury devolved upon Kanupriya Roy Chowdhury as per Hindu Succession Act and accordingly Kanupriya Roy Chowdhury became the absolute Owner of said $26 \frac{3}{4}$ Sataks Land which was Decreed in his favour and after the demise of Kanupriya Roy Chowdhury, the present Owners became the joint Owner of the property left by Kanupriya Roy Chowdhury, since deceased which is clearly mentioned in the **FIRST SCHEDULE** hereunder written;

G. That after decreeing the Title Suit No. 103 of 1986, one Smt. Sikha Tapaswi, the legal heirs of the Defendant, Rabin Tapaswi, since deceased, filed an Appeal before the Learned District Judge, South 24 Parganas at Alipore, being Title Appeal No. 208 of 2003, which was subsequently transferred before the

Learned Court of 8th. Additional District Judge, South 24 Parganas at Alipore and the said Title Appeal was also allowed on 30.09.2013 by affirming the Quantum of Allotment of the Plaintiff i.e. the legal heir of deceased, Kanupriya Ray Chowdhury, land measuring 26 $\frac{3}{4}$ Sataks instead of land measuring 27 $\frac{3}{4}$ Sataks;

H. That pending Final Allotment by way of Final Decree to be passed in Title Suit No. 103 of 1986, the Owners herein desirous to enter into Agreement to have their allotted property viz. **ALL THAT** piece and parcel of Land measuring 26 $\frac{3}{4}$ Sataks be the same a little more or less lying and situate at Mouza: Purba Barisha, appertaining to Touzi No. 1-6, 8, 10, 12-16, J.L. No.23, R.S. No. 43, C.S. Khatian No.148, R.S. Khatian No.3065, C.S. Dag Nos. 86 and 89, R.S. Dag Nos. 86, 86/357 and 89, Pargana: Khaspur, being K.M.C. Premises No. 70, Bose Para Road, Kolkata 700 008, within the limits of the Kolkata Municipal Corporation under Ward No. 123, Police Station: Thakurpukur, District: South 24 Parganas, hereinafter referred to as "**the said property**" more fully and particularly described in the **FIRST SCHEDULE** hereunder written;

I. The present Owners for their benefit have engaged a Surveyor for present position and measurement of the land, and now it is detected that at present the total measurement of the property is decreed to 26 $\frac{3}{4}$ Sataks more or less and the property is known and numbered as K.M.C. Premises No. **70, Bose Para Road, Kolkata 700 008**, within the limits of the Kolkata Municipal Corporation under Ward No. 123, Police Station:

Thakurpukur, District: South 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "**the said property**".

J. The said property is free from all encumbrances, debts, liens, charges and attachments and the Owners hereby declare that the Owners have full power and absolute authority to enter into this Agreement and/or to transfer any part of the land with good and marketable title.

K. The Owners of the First Part are desirous of developing the said premises by construction of new building for Residential or partly Commercial purpose have entered into this Agreement with the **DEVELOPER** of the **SECOND PART** who have offered to develop the "**said premises**" at its own costs, expenses, risks and consequences and on such terms and conditions as are mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the **PARTIES** as follows:-

ARTICLE - I
DEFINITIONS

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

1.1 **OWNERS:** shall mean (1) **SMT. SABITA ROY CHOWDHURY**, Wife of Late Kanupriya Roy Chowdhury, (2) **SRI PRABIR ROY CHOWDHURY**, Son of Late Kanupriya Roy

Chowdhury, (3) **SRI SUBIR ROY CHOWDHURY**, Son of Late Kanupriya Roy Chowdhury, all are residing at 15, Sashan Kalitala Road, Barisha, Kolkata 700 008, Police Station: Thakurpukur, District: South 24 Parganas, and (4) **SMT. MANASHI CHATTERJEE**, Wife of Sri Goutam Chatterjee, and Daughter of Late Kanupriya Roy Chowdhury, residing at 3/5, Aurobindo Avenue, Durgapur-4, Police Station: Durgapur, District: Burdwan, in the State of West Bengal, the Party of the **FIRST PART** and shall include their representative heirs and assigns.

- 1.02 **DEVELOPERS:** shall mean **M/S. B. S. GROUP**, a Partnership Firm, having its principal place of Business at 188, Maharani Indira Debi Road, Kolkata 700 060, Police Station: Parnasree District: South 24 Parganas, in the State of West Bengal, Represented by its **PARTNERS**, namely, (1) **MR. BARUN ROY CHOWDHURY**, Son of Late Braja Behari Roy Chowdhury, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 38/F, K. K. Roy Chowdhury Road, Kolkata 700 060, Police Station: Thakurpukur, District: South 24 Parganas, in the State of West Bengal, and (2) **MR. SUBRATA SARKAR**, Son of Lt. Subhash Chandra Sarkar, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 6, Ramkrishna Sarani, Kolkata 700 060, Police Station: Parnasree, District: South 24 Parganas, in the State of West Bengal, hereinafter called and referred to as the **DEVELOPERS'** (which terms or expression shall unless

excluded by or repugnant to the subject or context be deemed to mean and include their heirs, administrators-in-office, legal representatives, successors, nominees and assigns) of the **"OTHER PART"**;

- 1.03 **SAID PREMISES:** shall mean **ALL THAT** piece and parcel of Land measuring **26 ¾ Sataks** be the same a little more or less lying and situate at Mouza: Purba Barisha, appertaining to Touzi No. 1-6, 8, 10, 12-16, J.L. No.23, R.S. No. 43, C.S. Khatian No.148, R.S. Khatian No.3065, C.S. Dag Nos. 86 and 89, R.S. Dag Nos. 86, 86/357 and 89, Pargana: Khaspur, being K.M.C. Premises No. **70, Bose Para Road and Postal Address 14, Bose Para Road, Kolkata 700008**, within the limits of the Kolkata Municipal Corporation under Ward No. 123, Police Station: Thakurpukur, District: South 24 Parganas, more fully described in the **FIRST SCHEDULE** written herein below.
- 1.4 **BUILDING:** shall mean building for residential use to be constructed at the said premises strictly as per Building Plan to be sanctioned by The Kolkata Municipal Corporation (K.M.C.).
- 1.5 **UNIT:** shall mean a separate and self contained area intended to be used for partly Residential and partly Commercial purpose and shall include any other place to be constructed in the building and capable of being occupied and enjoyed independently.

- 1.6 The Owners **FIRST PARTY** appoints and the **SECOND PARTY** accept the appointment as **DEVELOPER** of the premises.
- 1.7 **ARCHITECT:** shall mean such Architect or Architects as may be appointed from time to time by the Developers at its own costs and expenses for designing, planning and supervising the proposed building at the said premises.
- 1.8 **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.
- 1.9 **PLANS:** shall mean the Building Plans with the maximum available F.A.R. to be sanctioned by The Kolkata Municipal Corporation in the name of the Owners of the First Part at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as the Developer may make subsequently upon sanction by the K.M.C.
- 1.10 **SALEABLE AREA:** shall mean the **62% of total F.A.R. of all the Flats and Ground Floor** of the Building together

with proportionate share of land and common areas facilities by the Developer and rest **38% of total F.A.R.** will be saleable by the Owners if they so desire.

- 1.11 **ULTIMATE ROOF OF THE PROPOSED BUILDING:** shall be regarded as common portion of the building and the same shall be dealt with under the Provisions of West Bengal Apartment Ownership Act, 1972.
- 1.12 **COMMON AREA:** shall mean and include corridors, stairways, passage ways, drive way, common lavatories, stair cover, pump rooms, 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.
- 1.13 **COMMON FACILITIES AND AMENITIES:** shall mean and include water pumps, overhead and underground water reservoirs, provided in the building in the "**said premises**" for common enjoyment of all the Parties.
- 1.14 **OWNERS' ALLOCATION:** shall mean **ALL THAT 38% of the total F.A.R.** in the newly constructed Building of the premises (the Floor area of the owners will be specified/ mentioned in the Supplementary Agreement will be executed after sanction of the Building Plan by the K.M.C. authority) together with undivided impartible share of the land comprised in the same premises together with

the proportionate right, title and interest in all common facilities and amenities including the open spaces of the **FIRST SCHEDULE** property/premises, which is clearly described in the **SECOND SCHEDULE** hereunder written;

The Developers shall pay in Cash **Rs.2,00,000/-** (Rupees Two Lacs) only at the time of execution of this Agreement and balance sum of **Rs.2,00,000/-** (Rupees Two Lacs) only shall be paid by the Developers at the time of Sanctioned Building Plan and execution of aforesaid Supplementary Agreement. If any Agreement might be traced out later on will be considered as Cancelled with all terms and conditions;

- 1.15 **DEVELOPER'S ALLOCATION:** shall mean 62% of the total F.A.R. (the Floor area of the Developers will be specified/mentioned in the Supplementary Agreement will be executed after sanction of the Building Plan by the K.M.C. authority) together with undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all the common facilities and amenities including the open spaces of the premises shall be conveyed by Owners **FIRST PARTY** to the **SECONED PARTY** or its nominee/nominees in lieu of the delivery of possession of the Owners' Allocation to the Owners, which is clearly described in the **THIRD SCHEDULE** hereunder written;

1.16 **TRANSFEROR:** shall mean the Owners as well as Developer in respect of its respective shares.

1.17 **TRANSFeree:** shall mean the person, Firm, Company and Association of persons or Co-Operative Society to whom any Flat/Unit in the Building is intended to be transferred by the **OWNERS** and/or **DEVELOPER**.

ARTICLE - II **CONSIDERATION**

2. The Owners are desirous to commercially exploit the said premises and the Developers relying on the representation made by the Owners as to the title of the said premises have offered to develop the same by construction of building at its own cost and expenses except that the Developers shall not make any contribution or pay any consideration towards the value of the land in monetary terms. In pursuance of the discussions between the Owners and the Developers and the consideration, the related terms and conditions in this regard have been agreed to and mentioned hereinafter.

2.1 In consideration of the Owners have agreed to transfer the proportionate land appertaining to the Developers' Allocation, the Developers have agreed to complete the development of the entire said premises by construction of building for residential use with all common areas and common facilities and amenities at its own costs, expenses

and risks and to handover to the Owners the areas of Owners' Allocation duly constructed by the Developers at its own costs, expenses and risks absolutely free from all encumbrances.

- 2.2 Delivery of Owners' Allocation shall mean the proportionate share in the land. The Owners, therefore will have proportionate right, title or interest over the land after Project is finished.

ARTICLE - III
OWNER'S RIGHTS & REPRESENTATIONS

- 3.1 The said premises is free hold and the Owners are absolutely seized and possessed of or otherwise well and sufficiently to all that the said premises.
- 3.2 The said premises is free from all encumbrances, charges, liens, dispendens, attachments, trust whatsoever or howsoever and there are no acquisitions, requisitions or attachments of any nature from any authority and there are no notices served on the said premises affecting the Ownership and/or the development of the said premises by the OWNERS/DEVELOPERS.
- 3.3 That the total area comprised in the said premises is 26 % ~~Sataks~~ be the same is little more or less, more fully described in the FIRST SCHEDULE written herein below.

- 3.4 The Owners will furnish all the required documents/ information of title on the said premises to the satisfaction of Government, Semi Government or Local Development Authority and/or other. All the original documents will be handed over to the Developers on its accountable receipts.
- 3.5 The Owners will 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 Developers in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owners shall be entitled to deal with any part of the Owners' Allocation on or before delivery of the same by the Developers.
- 3.6 Only after peaceful shifting of the Owners, the Owners shall put the Developer in possession of the said premises with full power and right to commence carry on and complete development thereof in terms of the proposed Building Sanction Plan of the K.M.C. The said permission to develop the said premises will be impersonal to the Developer.
- 3.7 The Developers 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 Sanction Plan at its own costs, expenses and risks. The name of the **Complex or Building** therein shall be such as may be suggested by the Developers.

- 3.8 The Owners will have 'NO OBJECTION' if the Developers submit Building Plans in the name of the Owners or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs relating to approvals, permissions and sanctions will be borne and paid by the Developers, but the Owners shall bear the cost for Mutation and outstanding taxes till **02.10.2009**.
- 3.9 The Owners will convey and/or transfer the proportionate share in the total land appertaining to the Developers' Allocation, free from all encumbrances to the Developers or the persons nominated by the Developers including Firms, Co-Operative Societies, incorporated Body/ies or Company/ Companies.
- 3.10 The Owners shall become absolutely entitled to deal with their allocation as and when 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 herein.
- 3.11 The Owners will hold the Owners' Allocation on the same terms and conditions as other Owners of other portion of the Building and shall observe and follow the common covenants relating to the management and maintenance of common areas and common facilities and amenities in the Building like any other Purchasers of any part of Developers' Allocation subject to usual terms and conditions and/or Rules and Regulations made in this

behalf. Until an Association is formed of the Owners/Purchasers of the Units of the Building constructed at the said premises and/or other structures thereon including the remaining Units of Owners and the Developer's Allocation, so long such Owners/Purchasers and/or Owners and Developers will bear and pay maintenance charges proportionately as may be determine by the both to the Developers who will manage and maintain the common areas and common facilities and amenities.

ARTICLE - IV
DEVELOPERS' RIGHT & REPRESENTATION

- 4.1 The Owners hereby grant, subject to what have been hereinafter provided, the exclusive right to the Developers to build, construct, erect and complete the Building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any other means the Developers' Allocation in accordance with the Building Plans to be sanctioned by The Kolkata Municipal Corporation with or without amendments and/or modifications made or caused by the Developers with approval of the K.M.C. but without diminishing the mandatory Open Space.

- 4.2 The Developers shall be entitled to prepare modify and/or alter the Building Plans in consultation with the Owners and to submit the same to The Kolkata Municipal Corporation in the name of the Owners at the costs and

expenses of the Developers and the Developers shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction of The Kolkata Municipal Corporation for construction of Building on the said premises. However if on the request of any prospective Purchaser or Purchasers, any particular internal modification/alteration is made in that event, the Purchaser of that Unit/Flat shall bear and pay all the Kolkata Municipal Corporation fees and deposits including Architect fees for such modification/alteration.

PROVIDED HOWEVER the Developers shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the Developers for construction. The Owners hereby undertake that if such refund of payment and/or deposits is made in the names of the Owners, as the Building Plans will be submitted in the name of the Owners the Owners will refund the same to the Developers immediately after receipt of such refund.

- 4.3 The Building will be constructed with new First Class Building materials and good workmanship and strictly in accordance with Building Plans with such internal additions, modifications and alterations therein as be designed without the consultant and approval of the Owners and with such amendment thereto and modification thereof only with the approval and sanction of

The Kolkata Municipal Corporation or other necessary Body or Authorities.

- 4.5 Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the Developers or as creating any right, title or interest in respect thereof by the Developers other than an exclusive license to the Developers to commercially exploit the said premises in terms hereto and to deal with the Developers' Allocation in the Building to be constructed thereon in the manner and subject to the conditions hereinafter stated.
- 4.6 The Developers will proceed expeditiously in all matter of development thereof by preparation of Building Plans.
- 4.7 The Developers shall complete the development of the entire said premises by construction of Owners/Occupier facilities and amenities within **36 (Thirty-Six) months** from the date of sanction of the Building Plan and time is **Essence of Contract** by and between the Parties.

If the Developers fail and neglect to perform the covenant i.e. to complete the Building and fully completed with all common facilities, enjoyments and amenities within the period mentioned above i.e. within **36 (Thirty-Six) months** provided that if any time is lost due to **FORCE MAJEURE** then so much of the time, as is so lost, will be

further added to the period of that 1½ (One and Half) 3-7hrs
years mentioned hereinabove.

4.08 In case the Building is not completed by the Developers within the stipulated or eventual grace period the Developer will be charged **Rs. 10,000/-** (Rupees Ten Thousand) per month as damages, failing of which the Owners/Occupier may Cancel this Agreement or may take up the work of construction through other Agency. In that case the Owners/Occupier will be paid the actual cost of entire construction together with miscellaneous expenses, so far made by the Developers which is to be determined by a Chartered Engineer to be approved by the Owners;

4.9 The Developers 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 Developers' Allocation to any person of its choice after delivery of possession of Owners' Allocation, on such terms and conditions or for such consideration as the Developers shall think fit and proper without any interference by the Owners. All the consideration money shall be realized and appropriated by the Developers absolutely at its discretion and the Owners shall have no claim whatsoever against the sale proceeds or any part of Developers' Allocation.

4.10 In case of any amendment and/or changes in The Kolkata Municipal Corporation 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 Developers to comply therewith at his own costs and expenses and the Owners will extend all co-operation and render all assistance, if necessary, to the Developers in complying therewith.

4.11 The Developers shall remain responsible to clear all the outgoing, statutory dues of Municipal Corporation and all other rates and taxes in respect of the said premises **02.10.2009** till the date of handing over Owners' Allocation, completed in all respects before delivery of possession of Developers' Allocation. Thereafter, the Parties hereto shall bear and pay all outgoing 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.

4.12 The Developers will act as independent Developer in constructing the Building on the said premises and will keep the Owners indemnified from and against all Third Party claims, arising out of any act of omission against the development in or relating to the construction of the said Building and will keep harmless the Owners against all claims, demands, damages and losses of whatsoever nature and from all proceedings in Court and before other authorities relating to the construction of the aforesaid proposed Building in terms hereof so long the Owners fulfill and perform his respective obligations herein contained.

4.13 The Owners will not be in any way responsible for the construction of the Units/Flats comprised in the Developers' Allocation as well as Owners' 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 Developers and intending Purchasers so long the Owners observe, fulfill and perform their obligations hereunder contained.

4.14 For the purpose of getting water for construction of Building at the said premises, the Developers will arrange for the same from The Kolkata Municipal Corporation at its own costs and expenses. If any consent of the Owners is required, the Owners will give consent immediately on demand so by the Developers.

4.15 The Developers affirms to deliver the area allocable to the Owners.

ARTICLE - V
MISCELLANEOUS

5.1 That all the Owners will execute and give a registered General Power of Attorney in favour of **M/S. B. S. GROUP**, a Partnership Firm, having its principal place of Business at 188, Maharani Indira Debi Road, Kolkata 700 060, Police Station: Parnasree District: South 24 Parganas, in the State of West Bengal, Represented by its **Partners**, viz.

(1) **MR. BARUN ROY CHOWDHURY**, Son of Late Braja Behari Roy Chowdhury, residing at 38/F, K. K. Roy Chowdhury Road, Kolkata 700 060, Police Station: Thakurpukur, District: South 24 Parganas, in the State of West Bengal, and (2) **MR. SUBRATA SARKAR**, Son of ~~Late~~ Subhash Chandra Sarkar, residing at 6, Ramkrishna Sarani, Kolkata 700 060, Police Station: Parnasree, District: South 24 Parganas, in the State of West Bengal, the Developers herein;

- 5.2 The Developers, at the time of development, shall be entitled to construct Godown and put up Glow Sign Boards and Holdings, on the said premises and shall be entitled to advertise in the Daily News Papers for Sale of Developers' Allocation after execution of these present for the purpose of this Agreement.
- 5.3 The Owners will join as the **Confirming Party** in any Agreement that the Developers may enter into with the Purchasers of Unit/Flats along with common facilities, if the developer so required, of the Unit/Flats or portion of the **Developers' Allocation** in the Building on **Ownership Basis** but the Owners need not sign the Memo of Consideration part thereof. Similarly, if required by the Owners, the Developers will join as **Confirming Party** in any Agreement for Sale that the Owners may enter into vide the Purchasers of Units/Flats along with common facilities

for the portion of **Owners' Allocation** in the proposed Building on **Ownership Basis**.

- 5.4 In case of transferees of the Flats/Units of the Second Party's Allocation fail to have registered Deed of Conveyance in their name or have fail to mutate their names in the records of K.M.C. in that event Owners shall have no liability to pay any tax and other charges to the K.M.C. and other authorities.
- 5.5 The Owners 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 **02.10.2009**. Thereafter, all rates, taxes etc. will be borne and paid by the Developers and the Owners in proportion to their respective shares.
- 5.7 That inspite of best endeavour if the Developers be not able to start the construction by making the property free from all encumbrances with **1½ years**, in that case the Owners will refund the aforesaid amount paid by the Developers forthwith on demand by the Developers and in that case, the instant Agreement for Development will be treated as **CANCELLED**.
- 5.8 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 Owners and the Developers nor shall the Owners and the Developers in any manner, constitute as Association of the persons. Each Party shall keep the other Party indemnified from and against the same.

ARTICLE - VI
FORCE MAJEURE

6.1 The Developers shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the **FORCE MAJEURE**.

6.2 **FORCE MAJEURE**: shall mean flood, earth quake, riot, war, storm, tempest, civil commotion strikes and any act of commission beyond the reasonable control of the Developer.

ARTICLE - VII
ARBITRATION

7.1 In the case of any dispute or difference arising out of, relating to this Development Agreement, the same will be settled by reference to the Arbitration appointed by both the Parties under the Provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

7.2 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 Local Jurisdiction.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Entire Land and Building)

ALL THAT piece and parcel of Land measuring 26 ¾ Sataks be the same a little more or less lying and situate at Mouza: Purba Barisha, appertaining to Touzi No. 1-6, 8, 10, 12-16, J.L. No.23, R.S. No. 43, C.S. Khatian No.148, R.S. Khatian No.3065, C.S. Dag Nos. 86 and 89, R.S. Dag Nos. 86, 86/357 and 89, Pargana: Khaspur, being K.M.C. **Premises No. 70, Bose Para Road, Kolkata 700 008, being Assessee No. 41-123-02-0070-5** within the limits of the Kolkata Municipal Corporation under Ward No. 123, Police Station: Thakurpukur, District: South 24 Parganas. (Zone- From D.H. Road to J.L. Sarani (Ward-123)). The said property is butted and bounded in the following that is to say:-

ON THE EAST : C.S. Dag Nos. 88 and 90;

ON THE WEST : 6' Ft. Wide Common Passage and Land of Mr. Dilip Biswas and Rabin Tapaswi;

ON THE SOUTH : Dag No. 88;

ON THE NORTH : 20' Ft. Wide Bose Para Road;

ZONE:- [D.H. Road to J.L. Sarani (Ward-123)]

THE SECOND SCHEDULE ABOVE REFERRED TO:
(OWNERS' ALLOCATION)

OWNERS' shall get **ALL THAT 38%** of the total F.A.R. in the newly constructed Building of the premises (the Floor area of the owners will be specified/mentioned in the Supplementary Agreement will be executed after sanction of the Building Plan

by the K.M.C. authority) together with undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all common facilities and amenities including the open spaces of the FIRST SCHEDULE property/ premises.

The Developers shall pay in Cash **Rs. 2,00,000/-** (Rupees Two Lacs) only at the time of execution of this Agreement and balance sum of **Rs. 2,00,000/-** (Rupees Two Lacs) only shall be paid by the Developers at the time of Sanctioned Building Plan as well as execution of aforesaid Supplementary Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DEVELOPERS' ALLOCATION)

DEVELOPERS shall get Remaining portion i.e. 62% of the total F.A.R. ALL THAT 38% of the total F.A.R. in the newly constructed Building of the premises (the Floor area of the Developers will be specified/mentioned in the Supplementary Agreement will be executed after sanction of the Building Plan by the K.M.C. authority) together with undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all the common facilities and amenities including the open spaces of the premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON FACILITIES AND AMENITIES)

- 1) Staircase on all the floors.
- 2) Staircase leading on all the floors.

- 3) Common passages and lobbies on the ground floor excepting specific Car Parking Areas, if any.
- 4) Water Pump, Water Tank, Septic Tank and Water Pipes and other common Plumbing installations;
- 5) Electrical Wiring, Common Electric Meters and Fittings including those as are installed for any particulars unit.
- 6) Drainage and Sewers.
- 7) Pump House;
- 8) Roof.
- 9) Boundary Walls and Main Gate.
- 10) Such other common areas equipments, installations fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the said flats after construction of the Building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

- 1) The expenses of maintaining and repairing the main structure and in particular thereof, terrace, outer and rain water pipes, waste pipes, sewer lines, water lines, water tanks etc. of the building and also electric lines.
- 2) The cost of cleaning and lighting the passages, staircase etc. and the other parts of the building.

- 3) The cost of the maintenance and decoration of the exterior of the building including the boundary wall.
- 4) The Salary of Chowkidars, sweepers, electricians, plumbers and other employees.
- 5) The cost of maintaining subsisting and working the pump and the common lights.
- 6) Local and other taxes and other outgoing and impositions as also ground rents.
- 7) All expenses of common services and in connection with common areas and facilities.
- 8) Insurances of the Building against Earth quake, fire etc.
- 9) Such further and other expenses as are necessary or incidental for the maintenance and up keep of the Building.
- 10) Any expenses that may be fixed by the Association of the Flat Owners.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATION OF THE CONSTRUCTION)

1. **FOUNDATION** : The Building Designed on R. C. C. Footing and Frame.
2. **WALLS** : Any the external Walls shall be thick Brick Wall with Cement Plaster.

All the Internal Partition Walls shall be thick Brick Wall with Both Side Cement Plaster.

3. **DOORS** : All Door Frames shall be of 35mm. Main Door and 32mm. internal Doors Timber with One Coat Wood Primer and One Coat White Synthetic Enamel Plain.
All Door shutters shall be of 32mm. thick Commercial Flush Doors. All fittings such as M.S. Hinges Lock with Handle. Aluminum Tower Bolt, Door Stopper and Vision Apparatus shall be provided only to Main Door.
6. **WINDOWS** : All Windows shall be Steel Window with M.S. Grill 18 mm. Thick Glass Panel Handles with Two Coats of Wooden Primer over a Coat of Red Oxide Paint.
7. **FLOORING** : All the Flooring shall be cast in Situ Grey Mosaic Floor with No.2 Multi Colour Marble Chips and Skirting in High.
All the Toilet shall have 5'-0" Height Glazed Tiles on all Sides.
All Kitchen shall have 3'-0" Height Glazed Tiles on Kitchen Table Top with a Table of 5' x 20" Black Mosaic Top and also a Mosaic Sink.
8. **INTERNAL FINISH:
TO WALLS** : All Internal Walls, Ceiling Rooms, Verandah Kitchen,-cum-Dining, Living and Toilets shall be finished in Plaster of Paris.

9. **EXTERNAL PAINTING** : All External Walls will be painted with Two Coats of Cement Base Point of standard Quality (Snowcem /Duracem).
10. **SANITARY & PLUMBING** : All the Internal Horizontal Soil and Waste Water Pipe shall be of 50 mm. and 100 mm. Dia G.I./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 G.I./P.V.C. Pipes joint with Cement mortar and exposed to Walls.
All the Rain Water Pipes shall be 100 mm. Dia in good quality P.V.C.
All the Water Supply Pipes shall be with (ISI Standard of P.V.C.) Concealed to Walls.
All the Sanitary and Toilet of 1 No. White European Commode with Low-Down C.I. Cistern, 1 No. 20" White Wash Basin. Shower with Cold Water provision.
Bath Room Fittings such as Stop Cock, Bib-Cock, Pillar Cock etc. will be in C.P. Brush.
11. **ELECTRIFICATION:** All the Internal Wiring shall be concealed in Polythene Conduit, all Wires shall be of Coppers.
All Switch Boards of M.S. Blush with Walls with Acrylic Cover and all Switches of Anchor Brand.
Living Room 2 Bed Rooms shall be provided with 2 Nos. of Light Points, Plug 1 No. Fan Points, Plus 1 No. 5 Amp. Plug Point.
Dining Space shall be provided with 2 Nos. Light Points, 2 Nos. Fan Points, 1

No. 15 Amp. and 1 No. 5 Amp. Plug Point, 1 No. Calling Bell Point.

Kitchen shall be provided with 1 No. 15 Amp. Plug Point. Verandah shall be provided with 1 No. Light Point.

Each Toilet shall be provided with 1 No. Light Point.

12. **WATER SUPPLY:** Each Flat will be provided with Water Supply Line from R.C.C. Overhead Water Tank.

Overhead Water Tank shall be filled up by Water from Underground (Semi) Water Reservoir for all the Flats stored Water will be supplied from Corporation Water Supply or Deep-Tube Well.

13. **GENERAL** : All the internal approach Roads shall be of Cement Concreted (Jhama) and on edge of 75 mm. Brick Point.

Brick Boundary Wall upto a Height of 5' with both Side Plaster. Building shall be provided with separate Water Line.

Each Flat shall have separate C.E.S.C. Meter and the cost in this regard will be borne by the Owners separately.

Any addition and alteration in the Flats shall be subject to approvals of the Architect and the requisite cost shall be borne by the Owners/Purchaser in advance.

Maintenance of the Flat/Flats at proportionate cost will be borne by the Owners/Purchaser.



A.D. S.R. Behal

12 DEC 2014

Dist. So. ...

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

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of -

WITNESSES:

- 1) Biswajit Gupte
- 22, Michael Dutta
- KO1-23

- 1) Subin Roychowdhury
- 2) Pratik Roychowdhury
- 3) Subis Roychowdhury
- 4) Manashi Chatterjee

- 2) Tapas Manna
- 2/1, K. P. Road
- KO1-34

SIGNATURES OF THE OWNERS

Baham Roychowdhury

For B. S. GROUP

1) Subrat Banerjee
Partner

Partner

2)

SIGNATURES OF DEVELOPERS

DRAFTED BY:

Juthi Banerjee

(MRS. JUTHI BANERJEE)
ADVOCATE,

Alipore Judges' Court,
Kolkata - 700 027.

COMPUTER PRINT BY:

G. Bose

(GOBINDA BOSE)
Alipore Judges' Court,
Opposite: 3rd A.D.J. Court
Room, Kolkata 700 027.

MEMO OF NON-REFUNDABLE AMOUNT

RECEIVED a sum of **Rs.2,00,000/-** (Rupees Two Lacs) only out of total sum of **Rs.4,00,000/-** (Rupees Four) only from within named Developers in the manner as follows:-

MEMO

By Cash.

Rs.2,00,000/-

Total:

Rs.2,00,000/-

(Rupees Two Lacs) only.

WITNESSES:-

1) Biswajit Gupta

1) Sabin Roy Choudhury

2) Anuraj Roy Choudhury

2) Tapas Manu







3) Subir Roy Choudhury

4) Manashi Chatterjee**SIGNATURES OF THE OWNERS**

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name SABITA ROY CHOWDHURY

Signature Sabita Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name PRADIP ROY CHOWDHURY

Signature Pradip Roy Chowdhury

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name SUMIT ROY CHOWDHURY

Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

	left hand					
	right hand					

Name MANASHI CHATTERJEE

Signature Manashi Chatterjee



Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

	left hand					
	right hand					

Name BABUN ROY CHOWDHURY

Signature Babun Roy Chowdhury

Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

	left hand					
	right hand					

Name SUDRATA SARKAR



A.D.S.R. Rehala
12 DEC 2010
Dist. Secy 24 P.S.

rtificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 33
Page from 4814 to 4854
being No 10456 for the year 2014.



(Asish Goswami) 24-December-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal