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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES



पश्चिम बंगाल WEST BENGAL

Vic. Case NO. 00035/2017

C 622031

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

B-0-131125/17  
08/02/17, A.30

Additional Dist. Sub-Registrar  
Garia, South 24 Parganas

10 FEB 2017

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made on this the 8<sup>th</sup> Day of February in the year Two Thousand and Seventeen (2017)

BETWEEN

(1) SRI TAPAN KUMAR BOSE (PAN ADQPB4503N ) Son of Late Hem Chandra Bose, by faith – Hindu, by Nationality – Indian, by occupation – Business, (2) SMT. RITA BOSE, (PAN ADQPB4504M ), wife of Sri Tapan Kumar Bose, by faith – Hindu, by Nationality – Indian, by occupation – Business, both are residing at 29/18G, Kendua Main Road, P.O. Garia, P.S. Patuli, Kolkata – 700084 hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, administrators, legal representatives and assigns) of the FIRST PART;

AND

M/s. DURGA CONSTRUCTION, (Pan No. ADMPG4391D), a Ownership Company, incorporate under Indian Companies Acts, 1956, having its office at 17/10, Baishnabghata Road, P.O. Naktala, P.S. Netajinagar, Kolkata -700 047, being represented by its Owner namely SRI NIKHIL GHOSH, (Pan No. ADMPG4391D), S/o, Lt. Haran Chandra Ghosh, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 825, Mahamayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, hereinafter known and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include the executors, administrators, legal representatives, successor-in-office and assigns) of the SECOND PART.

AND WHEREAS:-

A. One Lakshmi Kanta Naskar son of Late Narendra Nath Naskar of Barhans Fartabad (Mahamayatala) P.S. Sonarpur, Dist. 24 Parganas became the sole and absolute owner of all that danga land measuring about 9 Kathas and 40 sq. ft. more



or less in R.S. Dag No. 1629 and 1630, under R.S. Khatian No. 745 together with other land in Mouza : Barhans Fartabad, J.L. No. 47, R.S. No. 7, Touji No. 109, P.S. Sonarpur, Dist. 24 Parganas (South) by virtue of one Deed of partition with his other Co-Shared dated 10.03.1989 registered in the Office of the A.D.S.R. Sonarpur and recorded in Book No.1, Being No. 1512 for the year 1989. Allotment of said Lakshmi Kanta Naskar has been specifically mentioned in First Schedule of the said Deed.

B. While in possession of the said land said Lakshmi Kanta Naskar by one deed of Conveyance dated. 29.01.1993 sold and transferred Specifically demarcated land measuring about 4 Kathas 8 Chataks and 20 sq.ft. more or less in R.S. Dag No. 1630, Under Khatian No. 745 in Mouza Barhans Fartabad, P.S. Sonarpur, Dist. 24 Parganas (South) to Sri Tapan Kumar Bose the owner No. 1 herein for valuable consideration Said deed was registered in the Office of the District Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 29 Pages 141 to 151 Being No. 1156 for the year 1994.

C. By another deed of Conveyance dated. 29.01.1993 said Lakshmi Kanta Naskar also sold demarcated land measuring about 4 Kathas 8 Chataks and 20 sq.ft. more or less in R.S. Dag No. 1629 and 1630 under R.S. Khatian No. 745 in Mouza: Barhans Fartabad, J.L. No. 47, P.S. Sonarpur, Dist 24 Parganas to Smt. Rita Bose, the owner No. 2 for consideration, said deed was registered in the office of the District Sub Registrar at Alipore I and recorded in Book No. 1, Being No. 1155 for the Year 1993.

Be it stated here that in both the deeds as stated above one Rejendra Mangal is present in sight as confirming Party therein.

D. Being the owners in the manner stated above the first party have their names in the office of Rajpur-Sonarpur Municipality in respect of their said land and after such mutation and separate assessment said Holding have been know and numbered as 438 and 439 Mahamayatala Under ward No. 28.

E. The Owners/First Party being desirous to develop their said land by raising building thereon approved to the Developer and considering the proposal the Developer has agreed to do the said project for their mutual benefit

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

#### **ARTICLE - I - DEFINATION**

In this Development Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

**1.1 OWNERS MEANS:** ((1) **SRI TAPAN KUMAR BOSE** (Pan - ADM PG4391D) son of Late Hem Chandra Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, (2) **SMT. RITA BOSE**, (Pan - ADQP B4504M), wife of Sri Tapan Kumar Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, both are residing at 29/18G, Kendua Main Road, P.O. Garia, P.S. Patuli, Kolkata - 700084

**1.2 DEVELOPER MEANS:** M/S DURGA CONSTRUCTION, (Pan ADM PG4391D), a Ownership Company, being represented by its Owner namely **SRI NIKHIL GHOSH**, son of Late Haran Chandra Ghosh, by faith. Hindu, by occupation- Business, residing at "BASUMATI" 825, Mahamayatala Road, P.S. Sonarpur, P.O. Garia, Kolkata -700 084.



D. Being the owners in the manner stated above the first party have their names in the office of Rajpur-Sonarpur Municipality in respect of their said land and after such mutation and separate assessment said Holding have been know and numbered as 438 and 439 Mahamayatala Under ward No. 28.

E. The Owners/First Party being desirous to develop their said land by raising building thereon approved to the Developer and considering the proposal the Developer has agreed to do the said project for their mutual benefit

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

#### **ARTICLE - I - DEFINATION**

In this Development Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

**1.1 OWNERS MEANS:** ((1) **SRI TAPAN KUMAR BOSE** (Pan - ADMPG4391D) son of Late Hem. Chandra Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, (2) **SMT. RITA BOSE**, (Pan - ADQPB4504M), wife of Sri Tapan Kumar Bose, by faith - Hindu, by Nationality - Indian, by occupation - Business, both are residing at 29/18G, Kendua Main Road, P.O. Garia, P.S. Patuli, Kolkata - 700084

**1.2 DEVELOPER MEANS:** **M/S DURGA CONSTRUCTION**, (Pan ADMPG4391D), a Ownership Company, being represented by its Owner namely **SRI NIKHIL** son of Late Haran Chandra Ghosh, by faith. Hindu, by occupation -

3 **SAID PROPERTY:** shall always mean ALL THAT piece and parcel of Danga land measuring about **9 Cottahs and 0 Chittaks 40 Sqft.** more or less of the owners lying and situated at Mouza – Barhansfartabad, J.L. No. 47, R.S. Dag no. 1629 and 1630, R.S. Khatian no. 745 of Ward no 28, Holding no. 438 and 439, Mahamayatala Road, under Sonarpur Police station the jurisdiction of Rajpur Sonarpur Municipality of Ward no. 28 within Sub –Registration office at Sonarpur in the District of South 24 Parganas, D.S.R. – IV at Alipore, more fully and particularly described in the FIRST SCHEDULE and demarcated by Red Border in the plan annexed hereto.

**1.4 PROPOSED BUILDING MEANS:** shall mean a G+3 storied building to be constructed over the land total measuring an area of about 9 cottahs 0 chittaks and 40 sq. ft. be the same a little more or less, more fully and particularly described in the FIRST SCHEDULE hereunder written as per building plan to be sanctioned by the competent authority.

**1.5 FLAT / UNITS MEANS:** the Unit of a self contained accommodation of the said building for residential purpose having one or more rooms along with kitchen, inclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to ingress and egress to and from the main entrance through public Road.

**1.6 CAR PARKING SPACE MEANS:** the open or covered space in the ground floor of the building for parking or keeping motor car and scooter etc.



**1.7 SUPER BUILT UP AREA MEANS:** shall mean the total constructed area which will include corridors, staircases, passage, gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together with the walls and such other areas used for accommodating common services to the New Building or buildings to be constructed at the said premises.

**1.8 PLAN OR MAP SHALL MEANS:** the building plan to be or duly sanctioned by the Rajpur – Sonarpur Municipality in respect of the proposed building / buildings and shall include all such modification or alteration as may be made by the Developer from time to time.

**1.9 "OWNER'S ALLOCATION"** shall mean 30% of the constructed area which include Flats and Car parking space of the newly constructed building to be constructed on the said First Schedule as per building plan to be sanctioned by the Rajpur-Sonarpur Municipality, building Department for the proposed construction at the said first Schedule premises together with roof and the common facilities to be allocated to the Landowners which shall absolutely belong to the Developer and landowners jointly in proportion to their sharing ratios. Apart from the aforesaid allocations the Landowners will get Rs.1,00,000/- (Rupees One Lakh) only from the Developer herein as interest free refundable advance. This amount will be refunded before handed over the owners allocation. It is to mention herein that after obtaining sanctioned building plan the Developer will demarcate the Land Owner's allocation by delineating in a plan to be executed by and between the parties.

1.10 **"DEVELOPER'S ALLOCATION"** shall mean and include the remaining 70% of the total constructed area in respect of flats and car-parking spaces of the newly constructed building to be constructed on the said First Schedule by the Rajpur-Sonarpur Municipality, building Department for the proposed construction at the said first Schedule premises together with undivided proportionate share of land, roof and the common facilities, to be allocated to the Landowners which shall absolutely belong to the Developer and landowners jointly in proportion to their sharing ratios. The Developer's allocation has been more fully and particularly described in **THIRD SCHEDULE** hereunder written.

1.11 **COMMON EASEMENT:** shall mean the easements and quasi easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such unit or on part thereof, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

1.12 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, up keepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur-Sonarpur Municipality Tax, Property Tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier more fully and particularly described in the **FIFTH SCHEDULE** hereunder written.



**1.13 TAX LIABILITIES** The Landowners shall be liable to pay the arrear dues to Rujpur – Sonarpur Municipality & will pay other applicable statutory tax liabilities inclusive of service tax in respect of the flats and car parking spaces under Landowner Allocation.

**1.14 TRANSFER** : with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.

**1.15 TRANSFEREE** : shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.

Words importing singular shall include plural and vice versa.

Words importing masculine gender shall include feminine and neuter gender and vice versa.

#### **ARTICLE- II – COMMENCEMENT**

**THIS DEVELOPMENT AGREEMENT** shall be deemed to have been commenced on and with effect from the date of execution of this Agreement.

#### **ARTICLE- III**

##### **LANDOWNER RIGHTS & REPRESENTATIONS**

3.1 The Landowner are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said premises morefully particularly described in the **FIRST SCHEDULE** hereunder written.

- 3.2 Except the Landowner and their legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The Landowner are fully competent to enter into this Development Agreement.
- 3.4 The said property is free from all encumbrances, charges, lines, lispendens, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Thika Tenants in the said premises.
- 3.6 There is no Temple, Mosque, debtor or burial ground on the said premises.
- 3.7 There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Calling and Regulations) Act, 1976 and subsequent Amendment.

#### **ARTICLE-IV ( DEVELOPER'S RIGHT)**

- 4.1 The Landowners hereby grant subjects to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or buildings on the said premises in accordance with the building plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality, Building Department.
- 4.2 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be sign by the Landowner and submitted by the Developer on behalf of the



### ARTICALE-VI-CONSIDERATION

6.1 In consideration of the Landowner allowing the Developer to commercially exploit the said premises, the Developer shall allocate the landowner allocation as stated earlier in Articale-I, Para 1.8 of this instant Agreement and which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

### ARTICALE-VII-PROCEDURE

The Land owner will execute a registered General Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and / sanction from different authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Rajpur-Sonarpur Municipality and other statutory authorities.

### ARTICALE-VIII-SPACE ALLOCATION

8.1 Upon finalization of the building plan for construction of the New building or buildings at the said premises, the Landowner and Developer will choose flats , to comprise in the landowner allocation as stated hereinabove which shall be as per the **SECOND SCHEDULE** hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new building or buildings at the said premises at his own costs and expenses.

8.2 The Developer shall on completion of the New Building or Buildings, put the Landowner's in undisputed possession of the land owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 36 (Thirty Six) months from the date

of sanction of the building plan and starting of construction work on the First Schedule premises.

8.3 Subject as aforesaid, the common portion of the said new Building or Buildings and the open spaces including the roof shall jointly belong to the Developer and the Landowner in proportion to their sharing ratios.

8.4 The Land Owner's shall be entitled to an exclusive right to transfer or otherwise deal with their allocations in the new building or buildings at their own choice.

8.5 The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the New Building or Buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owner's and the owner's shall not in any way interference with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowners Allocation to the Landowners at the first instance.

8.6 Similarly the Landowner shall be entitled to transfer or otherwise deal with or dispose of the Landowners allocation without any interference from the Developer.

#### ARTICLE- IX-BUILDING

9.1 The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the building plan with good and standard quality materials as may be specified by the Architects from time to time . However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the land owner's allocation in



the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.

9.2 The Land Owner and their authorized person shall be entitled to inspect the work of construction of their allocation during the construction of the said proposed New building or Buildings of the said premises.

9.3 The quality of the materials to be used by the developer in construction of the new building shall be certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.

9.4 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.

9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowner construct and complete the said New building or buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alteration modification or deviation shall be made in the proposed construction without the consent of the Landowner in writing.

9.6 All costs, charges and expenses, including Architect's fees or any damage, loss caused owing to negligence carelessness and or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharge by the developer and the landowner shall bear no responsibility in this context.

ARTICALE-X- COMMON FACILITIES

10.1 The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said premises from the date of handover of possession of land for development till the date of delivery of possession of the landowner Allocation as stated herein in the new building or buildings and thereafter the developer and / or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.

10.2 As soon as the new building or buildings is/ are completed and after obtaining of completion certificate from the Rajpur- Sonarpur Municipality the Developer shall give notice to the Landowner requiring the landowner to take possession of their Allocation in the building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession of the said landowner allocation, payable in respect of the said Landowner allocation by the landowner.

10.3 As and from the date of service of notice of possession of the Landowner allocation in the New Building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate maintenance charges in respect of the new building or buildings @ Rs.2/- per sq. ft in respect of the Landowner allocation, the said charges will include proportionate share of water, fire and scavenging charges and taxes, light, sanitation, lift



maintenance, operation, renovation, replacement, repair and renewals charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings, water fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation renovation replacement repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipment, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time more fully particularly described in **SIXTH SCHEDULE** hereunder written.

10.4 The Landowner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for the purpose the Landowner keeps the Developer saved, harmless and indemnified.

10.5 The Developer shall build a new building or buildings together with all common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The developer shall upon completion of the new building or buildings put the owner in undisputed possession of the Landowner useable Allocation together with all rights in common facilities as stated herein.

### ARTICLE XI- COMMON RESTRICTIONS

11.1 The Landowner Allocation in the new building or buildings at the said premises 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 the common benefits of all occupiers of the new building or buildings.

11.2 The Landowner shall not use or permit to use the Landowner allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.

11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and /or permission from appropriate authorities.

11.4 The parties shall abide by all laws, Bye-laws, rules and regulations of the Government , local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.5 The respective allotted shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other



occupiers of the building indemnified from and against the consequences of any breach.

11.6 The Parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or buildings or any part thereof and shall keep each other and indemnified from and against the consequences of any breach.

11.7 No goods or other items/ materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Owners, as the case may be shall be entitled to remove the same at the risk and cost of the other.

11.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.

11.9 The Landowners shall permit the developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowners allocation and every part thereof for the purpose of maintenance or repairing maintaining re- building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

## ARTICLE XII- OBLIGATIONS OF THE LANDOWNER

12.1 The Landowners hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the developer, but the Landowners shall have the right to supervise the construction of the new building or buildings at the said premises personally.

12.2 The Landowners hereby agree and covenant with the Developer not to do any act or thing whereby the Developer may be prevented from selling, and / or disposing of any part of the Developer Allocation in the new building or buildings or at the said premises subject to the delivery of the undisputed possession of the Landowners allocation to the Landowners by the Developer's within specific period.

12.3 The Landowners hereby agree and covenant with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowners allocation to the Landowners by the Developer.

12.4 The Landowners shall cause to be joined such person or persons as Vendor as may be required by the Developer in the Agreements and / or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

12.5 The Landowners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuation the sale and / or transfer envisaged hereunder.

12.6 Upon the Developer's constructing and delivering possession to the Landowners of the Landowners allocation, the Landowners shall hold the same



terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

12.7 The Developer will have the right to amalgamate the First Schedule land with adjacent land for making the project more perfect, but the Landowners will not get extra area for such amalgamation.

12.8 That in future if the Developer constructs any additional Floor over the existing Building than such constructed area will be shared in proportion of 30% and 70% ratio and the expenses ( Official/ Processing and other expenses) for this purpose to be distributed accordingly i:e 30% and 70% ratio .

### ARTICLE XIII-OBLIGATIONS OF THE DEVELOPER

13.1 The Developer hereby agrees and covenants with the Landowners to complete the construction and delivery of the possession of the Landowners allocation to the Landowners of the new building or buildings at the said First Schedule premises in terms of the sanction plan within a period of 36 (thirty six) months from the date of sanction of the building plan and starting of construction work. **Time is the essence of this contract.**

13.2 The Developer hereby agrees and covenants with the Landowner not to violate or contravene any of the provisions of Rule applicable for construction of the new building or buildings at the said premises.

13.3 The Developer hereby agrees and covenants with the Landowner not to do any act or deed or thing whereby The Landowner is prevented from enjoying selling, assigning and / or disposing of any of the owner's allocation in the new building or buildings at the said premises.

13.4 The Developer hereby agrees and covenants with the Landowner that Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.

13.5 The Developer hereby agrees and covenants with the Landowner not to transfer and / or assign the benefits of this agreement or any portion thereof to any third party.

13.6 The Developer will provide an alternative accommodation to the Landowner during the construction period.

13.7 In case the Developer's project is neglected, delayed or otherwise fails due to breach of contracts and default on the part of the Developer within the time limit herein the Developer shall be liable to compensate the Landowner @2,000/- (Rupees Two Thousand) only per month for the period of delay / default.

#### **ARTICLE XIV- LAND OWNERS INDEMNITY**

14.1 The Landowners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/ or its part to be observed and performed.

14.2 The landowners hereby undertake to keep the developer indemnified against all third party claims and action against the said premises in respect of the Landowners allocation at the said premises, on and from the date of delivery of the possession of the Landowners allocation to the Landowners by the Developer.



### ARTICLE XV- DEVELOPERS INDEMNITY

15.1 The Developer hereby undertakes to keep the Landowner indemnified against all third party claims and actions arising out of any sort of act or omission of the developer in or relating to or arising out of the construction of the said building or buildings at the said premises.

15.2 The Developer hereby undertakes to keep the landowner indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/ or in the matter of construction of the said building or buildings at the said premises and / or for any defect thereon and/ or for dealing with the Developer's allocation as well as the owner share.

### ARTICLE XVI- "FORCE MAJORE"

Shall mean and include events which arise from or are attributable to the Acts of God, natural calamities, war, general strike, terrorist activities, civil commotion, legislation or regulations adversely affecting the Project, Court order or any other unforeseen occurrence, acts, events, omission or accidents which are beyond the reasonable control of the party .

If any party is delayed or is prevented from performing any of its obligations under this agreement by any event of Force Majeure then such party shall inform the other party in writing within fifteen days of commencement of event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event of Force Majeure. Similar notice in writing shall also be given upon cessation of Force Majeure event.

The time limit laid down in this Agreement for performance of obligations by a party shall stand extended by the same period as the period of Force Majeure event.

The Developer shall not be treated in default if erection and completion of the Project is delayed due to reasons amounting Force Majeure.

If due to any act on the part of the Developer the construction and completion of the Project is delayed then the Owner shall be entitled to specific performance of this Agreement and claim damages in addition thereto.

In case the Owners commit any breach of this Agreement, the Developer shall be at liberty to initiate proceedings against the Owner either for specific performance of this Agreement and claim damages.

#### **ARTICLE XVII" MISECELLANEOUS**

Notices to the Developer shall be given by sending the same at its corporate office stated hereinabove.

Unless otherwise agreed the notices shall be given to the parties by sending the same by Speed Post or Registered Post and a scanned copy thereof by Email.

- i) To the Owner at Email Id :
- ii) To the Developer at Email Id: rupayan\_construction@rediffmail.com



**FIRST SCHEDULE OF THE PROPERTY REFERED TO**

(Description of the LAND)

**Land of Owner No. 1.**

i. All that piece and parcel of Danga land measuring about **4 Cattahs and 8 Chittaks and 20 sq. ft.** more or less lying and lying at Mouza – Barhansfartabad, J.L. No. 47, R.S. No.7, Touji No. 109, in R.S. Dag No. 1630, under R.S. Khatian No. 745, at present lying in their local limits of Rajpur Sonarpur Municipality of Ward no. 28, being Holding No. 438, Mahamayatala, P.S. Sonarpur, District South 24 Parganas, being butted and bounded by:-

On the North:	Land in R.S. Dag No. 1630
On the South:	Land in R.S. Dag No. 1630
On the East:	Land in R.S. Dag No. 1635
On the West:	14'-0" Wide Municipal Road

**Land of Owner No. 2.**

ii. All that piece and parcel of Danga land measuring about **4 Cattahs and 8 Chittaks and 20 sq. ft.** more or less lying and lying at Mouza – Barhansfartabad, J.L. No. 47, R.S. No.7, Touji No. 109, in R.S. Dag No. 1629 and 1630, under R.S. Khatian No. 745, at present lying in their local limits of Rajpur Sonarpur Municipality of Ward no. 28, being Holding No. 438, Mahamayatala, P.S. Sonarpur, District South 24 Parganas, being butted and bounded by :-

On the North:	Land in R.S. Dag No. 1629 (P)
On the South:	Land in R.S. Dag No. 1630 (P)
On the East:	Land in R.S. Dag No. 1629 (P)
On the West:	Portion of R.S. Dag No. 1629 and 14'-0" Wide Municipality Road.

**SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO  
(DESCRIPTION OF THE OWNERS ALLOCATION)**

1. That the owner will get 30% (Thirty percent) share of the total constructed area proportionately in the building and 30% (Thirty percent) share of car parking spaces on the Ground Floor, apart from area of community Hall, game room, and other common spaces which will be provided in ground floor, on a fully habitable condition and other saleable areas with undivided proportionate share of the land and building as per sanction plan to be sanctioned by the Rajpur - Sonarpur Municipality, in respect of the said proposed building more fully and particularly described in the **SECOND SCHEDULE**.

**THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO  
(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

The Developer shall get remaining 70% of the flats and car parking spaces apart from area of community Hall, game room, and other common spaces which will be provided in ground floor and other saleable areas with undivided proportionate share of the land and building as per sanction plan to be sanctioned by the Rajpur - Sonarpur Municipality.



**FOURTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**  
**(DESCRIPTION OF THE COMMON FACILITIES AND AMENITIES)**

1. Stair Case on all floors.
2. Stair Case landings on all floors.
3. Common Passage and lobbies on the ground floor.
4. Water Pump, water tanks, reservoir, water pipes septic tank, all other common plumbing installation and sanitary installations.
5. Common electrical wiring, fittings and fixtures generators (excluding those as is installed for any particular unit):
6. Drainage and sewerage;
7. Boundary walls and main gates;
8. Such other common Parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/ or terrace and covered and uncovered car parking Space and areas;
9. Roof on the top floor;
10. Lift Facility of the proposed building.

**FIFTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**  
**(DESCRIPTION OF PROVISIONS TO BE MADE IN THE FLAT/S AS FOLLOWS)**

1. **STRUCTURE :** R.C.C framed structure will be designed by eminent Engineer and quality ISI marked Steel, Cement will be used.

2. **FLOOR :** All floors will be finished by vitrified tiles.
3. **TOILET :** Anti skied vitrified tiles and Glaze Tiles (Johnson made) fittings up to 7'-0" high., 2 No. of White hind ware Commode / of Tab Esco/ Jaguar, 2 No. of Shower and one Geysler line among two.
4. **KITCHEN :** Cooking platform top will be finished with green marble slab (11'- 0") length and stainless steel sink and glazed tiles will be provided total 4'- 0" high above cooking platform.
5. **DOORS :** All doors frames will be made Sal wood/ hard wood , and other door will be flash door with fitting , fixing and finishing.
6. **Plaster of Paris :** All room's inside.
7. **PAINTING :** All door finish with two coat enamel painting , out side weather coat.
8. **WINDOWS :** Sliding aluminum window with clear Glass Panes and grill.
9. **ELECTRICAL :** Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, modular switch, switch board cover etc. at suitable places in the following manner generally :-



No.	Place	Light Point	Fan Point	5Amp.plug point	Calling Bell	Extra point	15 Amp.
1.	Bed Room I	2	1	1	-	-	1
2.	Bed Room II	2	1	1	-	-	-
3.	Bed Room III	2	1	1	-	-	-
4.	Dining/Drawing	3	2	2	1	-	-
5.	Toilet	1	-	-	-	-	1
6.	Kitchen	1	-	-	-	2	1
7.	Varandah	1	-	-	-	-	-
8.	W. C	1	-	-	-	1	-

10. WATER SUPPLY : 24hours water supply through Deep tube well.

11. ELECTRICITY METER : The Developer shall provide for the Electrical Meter for common services including stair case/outer lighting at their cost.

IN WITNESS WHEREOF the parties hereto have set their hands and seal on these persons on the month and year first mentioned above.

Signed sealed and delivered by

THE SECOND PARTY in the presence

Of

WITNESS

① Trideeb Bose.

② Tapan Sanyal

Identified by:

(ADVOCATE)

Drafted by me.  
Santanu Das  
Santanu Das (Adv.)  
High Court, Calcutta  
F-164/86/04

TAPAN KUMAR BOSE  
Bose

RITA BOSE  
Rita

OWNERS/FIRST PARTY  
DURGA CONSTRUCTION  
Nikhil Ghosh  
PROPRIETOR

DEVELOPER/SECOND PARTY

MEMO OF CONSIDERATION

Received a sum of Rs. 1,00,000/- (Rupees One Lakh ) only from the Developer named above towards adjustable advance in the following manner :-

From \_\_\_\_\_ by Cheques on diverse dates : Rs. 50,000.00  
 From \_\_\_\_\_ by Cheques on diverse dates : Rs. 50,000.00

On dated - 08.02.2017 By Cheque No 097752 / 097753

drawn on Axis Bank , Garia Br. Rs. 1,00,000.00

Rupees: One Lakh Only.

*From*  
*Rose*

against ALL THAT piece and parcel of Danga land measuring about 4 Cattahs and 6 Chittaks. more or less lying and situated at Mouza – Barhansfartabad, J.L. No. 47, R.S. Dag no. 482, R.S. Khatian no. 1646, 1649 of Ward no 28, Holding no. 1300 & 1301, under P.S. Sonarpur Police station under the jurisdiction of Rajpur Sonarpur Municipality of Ward no. 28 within Sub –Registration office at Sonarpur in the District South 24 Parganas, D.S.R. – IV at Alipore.

WITNESSES

1) Trideeb Bose.

Tapan Kumar Bose.

29/186 Kendua Main Road.

2) P.O Garia, Kolkata-700084.

TAPAN KUMAR BOSE

*From*

RITA BOSE

*Rose*

*Tapan Bose*

*Sonarpur*  
*UOI-150*

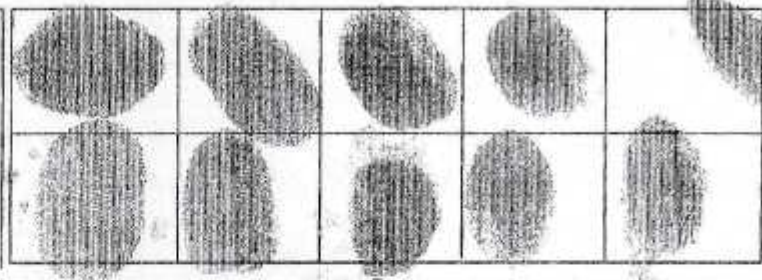
SIGNATURE OF THE OWNERS

DURGA CONSTRUCTION

*N. Kumar* *Chak*  
 PROPRIETOR

SIG. OF THE DEVELOPER

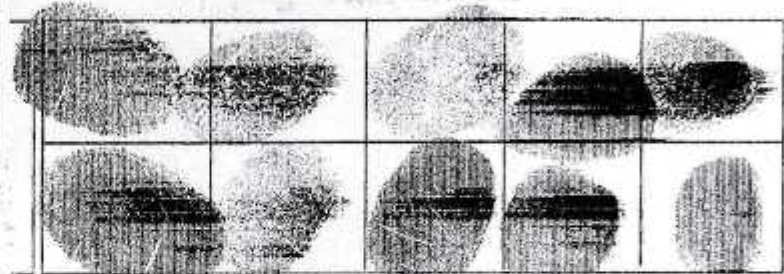




Left

Right

NAME: NIKHIL GHOSH  
SIGNATURE: N. Ghosh



Left

Right

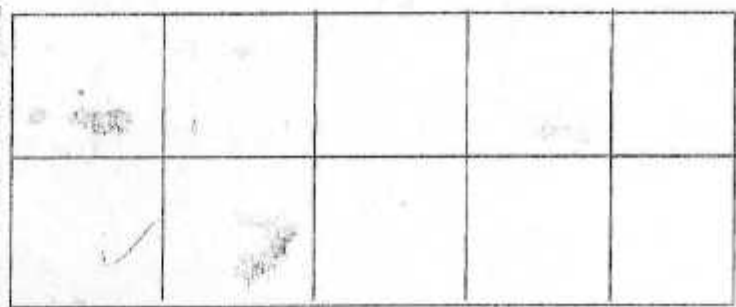
NAME: TAPAN KUMAR BOSE  
SIGNATURE: T. Bose



Left

Right

NAME: RITA BOSE  
SIGNATURE: R. Bose



Left

Right

NAME:  
SIGNATURE:



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R: GARIA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16290000131125/2017

I. Signature of the Person(s)

on at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mr Tapan Kumar Bose 29/18 G Kendua Main Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Land Lord			<i>Tapan Kumar Bose</i> 8/2/17
Sl No.	Name of the Executant	Category		Finger Print	Signature with date
2	Mrs Rita Bose 29/18 G Kendua Main Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Land Lord			<i>Rita Bose</i> 08 FEB 2017
Sl No.	Name of the Executant	Category		Finger Print	Signature with date
3	Mr Nikhil Ghosh 825 Mahamayatala Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Developer [M/s Durga Construction ]			<i>N: Nikhil Ghosh</i> 8/2/17



Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Tapas Panda Son of Mr H Panda Sonarpur, P.O:- Sonarpur, P.S.- Sonarpur, District-South 24- Parganas, West Bengal, India, PIN - 700150	Mr Tapan Kumar Bose, Mrs Rita Bose, Mr Nikhil Ghosh	<i>Tapan Panda</i> 8/2/17

(Abhijit Bera)

ADDITIONAL DISTRICT  
SUB-REGISTRAR  
OFFICE OF THE A.D.S.R.  
GARIA

South 24-Parganas, West  
Bengal

Additional Dist. Sub-Registrar  
Garia, South 24 Parganas

08 FEB 2017

### Major Information of the Deed

Deed No.:	I-1629-00364/2017	Date of Registration	10/02/2017
Query No / Year	1629-0000131125/2017	Office where deed is registered	
Query Date	02/02/2017 5:22:04 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Nikhil Ghosh 825 Mahamayatala Road, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830297991, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 1,64,35,833/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 1,103/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (area)		

#### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Barhans Fartabad

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other De
L1	RS-1630	RS-745	Bastu	Danga	4 Katha 8 Chatak 20 Sq Ft	1/-	82,17,917/-	Width of Ap Road: 14 Ft
L2	RS-1629	RS-745	Bastu	Danga	2 Katha 4 Chatak 10 Sq Ft	1/-	41,08,958/-	Width of Ap Road: 14 Ft
L3	RS-1630	RS-745	Bastu	Danga	2 Katha 4 Chatak 10 Sq Ft	1/-	41,08,958/-	Width of Ap Road: 14 Ft
<b>TOTAL :</b>					<b>14.9417Dec</b>	<b>3 /-</b>	<b>164,35,833 /-</b>	
<b>Grand Total :</b>					<b>14.9417Dec</b>	<b>3 /-</b>	<b>164,35,833 /-</b>	

#### Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>Mr Tapan Kumar Bose</b> Son of Late Hem Chandra Bose 29/18 G Kendua Main Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADQPB4503N, Status :individual, Executed by: Self, Date of Execution: 08/02/2017 , Admitted by: Self, Date of Admission: 08/02/2017 ,Place : Pvt. Residence
2	<b>Mrs Rita Bose</b> Wife of Mr Tapan Kumar Bose 29/18 G Kendua Main Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADQPB4504M, Status :Individual, Executed by: Self, Date of Execution: 08/02/2017 , Admitted by: Self, Date of Admission: 08/02/2017 ,Place : Pvt. Residence



**Party Details :**

Name, Address, Photo, Fingerprint and Signature

1 **M/s Durga Construction**  
17/10 Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India  
700047 PAN No. ADMPG4391D, Status :Organization

**Representative Details :**

Sl No Name, Address, Photo, Fingerprint and Signature

Sl No	Name	Photo	Fingerprint	Signature
1	<b>Mr Nikhil Ghosh</b> Son of Late Haran Chandra Ghosh Date of Execution - 08/02/2017, , Admitted by: Self, Date of Admission: 08/02/2017, Place of Admission of Execution: Pvt. Residence			

825 Mahamayatala Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADMPG4391D, Status : Representative, Representative of : M/s Durga Construction (as owner)

**Identifier Details :**

Name & address

Mr Tapas Panda  
Son of Mr H Panda  
Sonarpur, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150, Sex: Male, Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr Tapan Kumar Bose, Mrs Rita Bose, Mr Nikhil Ghosh

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Tapan Kumar Bose	M/s Durga Construction-7.47083 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr Tapan Kumar Bose	M/s Durga Construction-1.86771 Dec
2	Mrs Rita Bose	M/s Durga Construction-1.86771 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mr Tapan Kumar Bose	M/s Durga Construction-1.86771 Dec
2	Mrs Rita Bose	M/s Durga Construction-1.86771 Dec



**Endorsement For Deed Number : I - 162900364 / 2017**

On 08-02-2017

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

Presented for registration at 16:30 hrs on 08-02-2017, at the Private residence by Mr Nikhil Ghosh .

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 1,64,35,833/-

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

Execution is admitted on 08/02/2017 by 1. Mr Tapan Kumar Bose, Son of Late Hem Chandra Bose, 29/18 G Kendua Main Road, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, Profession Business, 2. Mrs Rita Bose, Wife of Mr Tapan Kumar Bose, 29/18 G Kendua Main Road, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

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

Execution is admitted on 08-02-2017 by Mr Nikhil Ghosh, owner, M/s Durga Construction, 17/10 Baishnabghata P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047

Indetified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business



**Abhijit Bera**

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

On 09-02-2017

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,103/- ( B = Rs 1,089/- , E = Rs 14/- ) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal Online on 08/02/2017 4:14PM with Govt. Ref. No: 192016170044076631 on 08-02-2017, Amount Rs: 21/-, Bank Indian Overseas Bank ( IOBA0000015), Ref. No. 20170208928220 on 08-02-2017, Head of Account 0030-03-10-02

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,011/- and Stamp Duty paid by by online = Rs. 35,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal Online on 08/02/2017 4:14PM with Govt. Ref. No: 192016170044076631 on 08-02-2017, Amount Rs: 35,020/-, Bank Indian Overseas Bank ( IOBA0000015), Ref. No. 20170208928220 on 08-02-2017, Head of Account 0030-02-10-02



**Abhijit Bera**

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



ca of Admissibility (Rule 43, W.B. Registration Rules, 1908)

missible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number  
of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,103/- ( B = Rs 1,089/- ,E = Rs 14/- ) and  
Registration Fees paid by Cash Rs 1,082/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,011/- and Stamp Duty paid by Stamp Rs 5

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 29498, Amount: Rs.5,000/-, Date of Purchase: 18/11/2015, Vendor name: Ghosh



**Abhijit Bera**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. GARIA**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2017, Page from 8712 to 8748

being No 162900364 for the year 2017.



Digitally signed by ABHIJIT BERA  
Date: 2017.02.14 15:18:38 +05:30  
Reason: Digital Signing of Deed.

(Abhijit Bera) 2/14/2017 3:18:36 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. GARIA  
West Bengal.

(This document is digitally signed.)