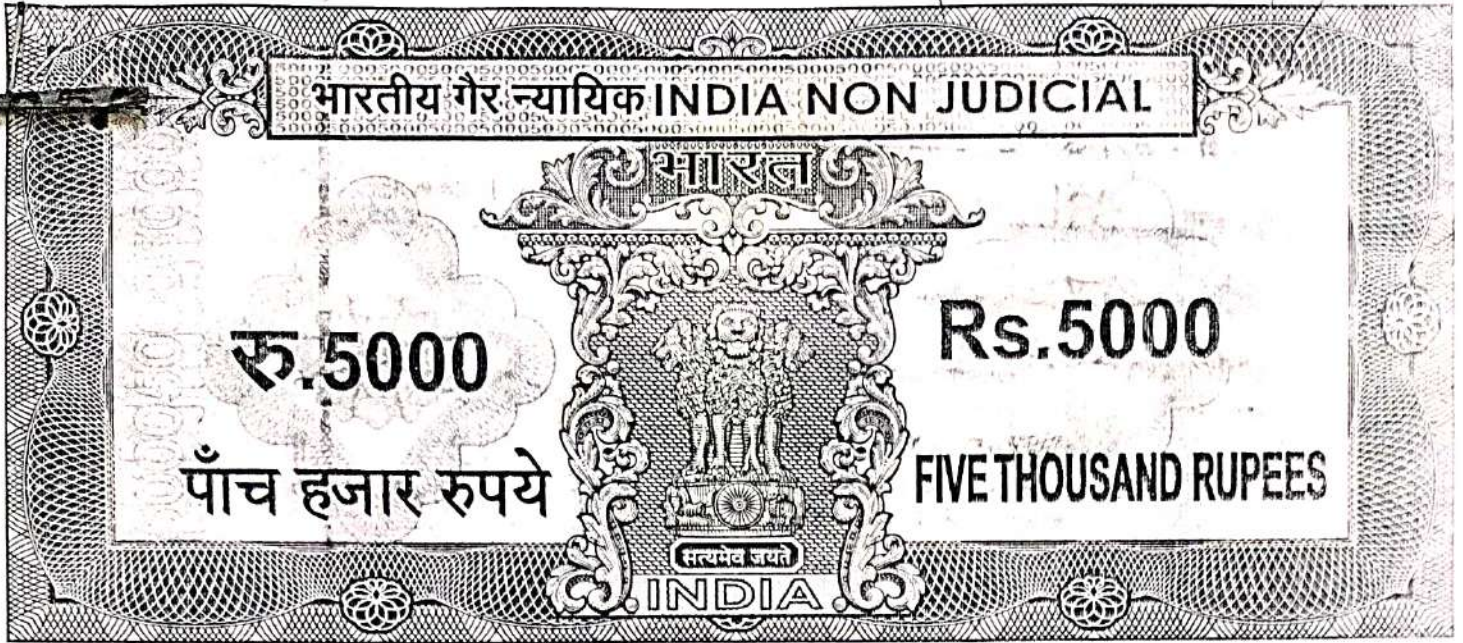


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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this documents.

  
 District Sub-Register  
 Howrah

08 SEP 2017

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made on this, the 08<sup>th</sup> day of September, Two Thousand Seventeen (2017)

**BETWEEN**

Contd.....

84 তার 01.09.2017.

ক্রমতা - শ্রী / শ্রীমতী m/s. Bal Bhai Bol Construction.

ঠিকানা 49/1, Madhu Soudam Biswas Lane,  
Howrah.

মূল্য 5,000/- টাকা X পয়সা

স্বাক্ষরিত হওয়ার তারিখ



অফিস সনাক্ত

স্বাক্ষরিত হওয়ার তারিখ

$5,000/- \times 1 = 5,000/-$

$1 Pc = 5,000/-$



District Sub-Registrar  
Howrah

08 SEP 2017



(1) GOPAL CHANDRA DAS (PAN-BPNPD8017D) (2) DEBU DAS (PAN-DJNPD4338H) (3) RUPA DAS (PAN-DMZPD4837E), (4) MANORAMA DAS (PAN-DMZPD4950G) , all are sons and daughters of Late Balai Chandra Das, (5) JOYDEB DAS (PAN-DJNPD4337J), (6) KABITA DAS (PAN-BXTPD8933J), all are sons & daughter of Late Kanai Lal Das, all by faith Hindu, all by Nationality Indian, all by occupation Business and Household duties, all of 6, Abhay Pada Banerjee Lane, P.O. and P.S. Howrah, District-Howrah, Pin Code No. 711101, hereafter jointly called and referred to as **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

**AND**

**M/S BOL BHAI BOL CONSTRUCTION**, a Proprietorship firm having its registered Office at 49/1, Madhu Sudan Biswas Lane, P.O. and P.S. Howrah, District-Howrah-711101 being represented by its sole Proprietor **SRI SUNIL KUMAR SHAW (PAN-BDBPS9769K)**, son of Late Gangaprasad Shaw, by faith Hindu, by Nationality Indian, by occupation Business, residing at 33/2, M.C. Ghosh Lane, P.O., P.S. and District-Howrah-711101. hereinafter jointly called and referred to as the **DEVELOPER**, (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

**WHEREAS** the First Parties/Owners are joint Owners and occupiers of all that piece and parcel of Mokorari Mourashi Bastu Land measuring about 03 Cottah 03 Chittaks 00 Square Feet together with R.T. shed structure standing thereon measuring more or less 100 Square Feet comprised in Howrah Municipal Corporation holding No. 6, Abhay Pada Banerjee, P.O., P.S. and District-Howrah-711101, within the ambit of Howrah Municipal

Corporation Ward No. 19, (within Mouza-Howrah, J.L. No. 1, Sheet No. 15, R.S. Plot No. 20, under R.S. Khatian No. 21, L.R. Khatian Nos. 16, 194, 226, 298, 493, 615 together with right of user over common passage attached thereto and all sorts of other easement rights attached to the said property within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Howrah, which is morefully described in the Schedule "A" herein below is the subject matter of this Development Agreement;

**AND WHEREAS** the above mentioned property along with other property originally belonged to one Amulya Charan Das who while seized and possessed in the said property died intestate leaving behind his two sons namely Balai Chandra Das and Kanailal Das and one widow wife Santi Das who became joint owners and occupiers of the aforesaid property each having their undivided 1/3<sup>rd</sup> share thereof. Thereafter said Santi Das died and her undivided 1/3<sup>rd</sup> share in the aforesaid property was devolved upon her aforesaid two sons and in this manner the said Balai Chandra Das and Kanailal Das became joint owners and occupiers of the aforesaid property each having their undivided half share thereof;

**AND WHEREAS** subsequently said Balai Chandra Das died intestate leaving behind his three sons namely Sri Gopal Chandra Das, Sri Debu Das and Rupa Das and one daughter Manorama Das (the present Owners No. 1 to 4 herein) as his only legal heirs and successors and his undivided ½ share in the aforesaid property has been devolved upon his aforesaid sons and daughters. Be it mentioned here that the wife of said Balai Chandra Das also died.



**AND WHEREAS** subsequently said Kanailal Das died intestate leaving behind his one son Joydeb Das and one daughter Kabita Das (the present Owner No. 5 and 6 herein) as his only legal heirs and successors and his undivided  $\frac{1}{2}$  share in the aforesaid property has been devolved upon his aforesaid sons and daughters. Be it mentioned here that the wife of said Kanailal Das also died.

**AND WHEREAS** in the manner as aforesaid, the Owners have jointly got the "A" Schedule mentioned property and they have jointly mutated their names in the records of Howrah Municipal Corporation as well as L.R. Settlement Department and since then they are in peaceful and uninterrupted possession of the said premises by paying necessary taxes before the Howrah Municipal Corporation till date and the said property remains free from all encumbrances and he while seized and possessed of the said property desirous to invest their aforementioned property in a profitable manner by constructing a multi-storied building thereon;

**AND WHEREAS** since the Owners are not technically expert to undertake the construction themselves they resorted to take proper assistance of Promoters/ Developer having sound financial stability and technical knowledge and approached the Second Parties/ Developer herein for the same;

**AND WHEREAS** the Parties of the Second Part being interested in this matter of construction of a multistoried building in the aforementioned property approached to the Owners/ First Parties and made a proposal to develop the said property by way of construction of the said new building in accordance with the sanctioned plan by arranging financial resources from their own side;

AND WHEREAS on the basis of such approach made by the Owners, the Developer being experienced in developing the Property have agreed to develop the said property at his own cost and expenses in the terms and conditions as hereinafter mentioned.

NOW THIS AGREEMENT HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

**ARTICLE-I**  
**DEFINITIONS**

In this agreement the following terms and conditions unless when contrary to or to the context mean and include the follows :-

- 1.1 **OWNERS** shall mean and include the Parties of the First Part and their heirs, executors, administrators, legal representatives and assigns.
- 1.2 **DEVELOPER** shall mean and include the Second Part, and his heirs, executors, administrators, successors, legal representatives and assigns.
- 1.3 **PREMISES** shall mean ALL THAT piece and parcel of Mokorari Mourashi Bastu Land measuring about 03 Cottah 03 Chittaks 00 Square Feet together with R.T. shed structure standing thereon measuring more or less 100 Square Feet comprised in Howrah Municipal Corporation holding No. 6, Abhay Pada Banerjee, P.O., P.S. and District-Howrah-711101, within the ambit of Howrah Municipal Corporation Ward No. 19, (within Mouza-Howrah, J.L. No. 1, Sheet No. 15, R.S. Plot No. 20, under R.S. Khatian No. 21, L.R. Khatian Nos. 16, 194, 226, 298, 493, 615' together with right of user over common passage attached thereto and all sorts of other easement rights attached to the said property within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Howrah,



morefully and particularly described in the SCHEDULE "A" hereunder written.

- 1.4 **BUILDING** shall mean the new building to be constructed on the said plot of land in accordance with the sanctioned plan by Howrah Municipal Corporation.
- 1.5 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the space required thereof.
- 1.6 **ARCHITECT** shall mean any person or persons firm or firms appointed by or nominated by the Developer as architect of the building.
- 1.7 **UNIT** shall mean include the Flat/space/Unit etc. with proportionate share of land underneath and the said Flat/Shop/Unit and common parts/ space in the said premises.
- 1.8 **BUILDING PLAN** shall mean the plan for four storied (G+3) building including the plan which will be prepared and submitted by the Developer in supplement for further stories or any additional and/or alteration and as may be sanctioned by the sanctioning authority of Howrah Municipal Corporation.
- 1.9 **COVERED AREA** shall mean the plinth area of the building measuring at the floor level of the basement or any storey and shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/ Flats/ office, then only half of depth wall thickness to be included for computing the area of each separate portion/ Flat/ space room.
- 1.10 **COMMON AREA** shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress and egress from any portion/ Flat for the use of the Co-

Owners of the Flat/shop/Unit i.e. water pump on the ground floor etc. as per sanctioned building plan or plans.

- 1.11 **COMMON PORTIONS** shall mean and space for common installation in the building for common use and utility i.e. plumbing, electricity, drawing and other installations fittings, fixtures and machinery which are not exclusive for any portion/ Flat and which are specified as common by the Developer.
- 1.12 **COMMON FACILITIES AND AMENITIES** shall include corridor and stair-case, water pump, pump house, overhead water tank, and such other facilities which may be mutually agreed by and between the parties and required for the purpose of location from enjoyment maintenance upkeep and/or proper management of the building.
- 1.13 **Owners' ALLOCATION** shall mean in the manner as follows :-  
Owners shall get 40% out of the total sanctioned area of the proposed building which will be allotted in the entire Ground Floor and rest in the Third Floor together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building and the ultimate roof shall always remain with the Developer and the developer herein only shall have right over the top roof and save and except the developer herein no one shall have any right over the top roof or terrace of the proposed building.
- 1.14 **DEVELOPER'S ALLOCATION** shall mean Rest 60% out of the total constructed area of the new proposed building excluding the Owners' allocation together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building and the said allocated portion of constructed area shall absolutely being to the Developer including the absolute right in the part of the Developer for sale, transfer lease or in any part of the Developer for sale, lease or in any part with deal with the same and



the ultimate roof shall always remain with the Developer and the developer herein only shall have right over the top roof and save and except the developer herein no one shall have any right over the top roof or terrace of the proposed building.

Be it mentioned that if any construction will be made behind the sanctioned area in that case the Owners will get 20% out of the said additional area and Developer will get 80% out of the said additional area.

- 1.15 **PROJECT** shall mean the development of land by constructions of the proposed four storied (G+3) building or upto any storey/stories for selling of the Flats/Units of the building as envisaged hereunder either for commercial or for residential purpose.
- 1.16 **SINGULAR** shall include the plural and vice-versa.
- 1.17 **MASCULINE** shall include the feminine and vice-versa.
- 1.18 **TRANSFEREES** shall mean the person, firm, limited company association of persons to whom any space/ shop/ office in the building is proposed to be transferred to, on ownership basis for residential as well as commercial purpose.
- 1.19 It is intended and agreed to by the parties hereto that the agreement shall be a complete record of the agreement between the parties regarding the subject matter hereof.

#### **ARTICLE-II**

##### **COMMENCEMENT AND FIELD OF THIS AGREEMENT**

- 2.1 This agreement shall come into effect automatically and immediately on execution of these presents by and between the parties hereto.
- 2.2 Field of this agreement means and include all act and in connection with the promotion and implementation of the said project till the execution and registration of respective Deed of Deeds of conveyance or transfer by the Owners in favour of the Developer or his nominee/

nominees in terms of the agreement in respect of the Flat/ portion in the proposed building together with undivided right, title interest in the land of the said premises.

- 2.3 This agreement shall remain in force till such time the proposed building will be constructed and cease to separate when Owners' allocation and Developer's allocation shall be allotted in the respective manner in favour of the prospective purchaser/s at the instance of the Developer subject to the fulfillment of the terms on the part of the Developer.

**ARTICLE-III**

**OWNER'S REPRESENTATION**

- 3.1 The Owners are absolutely seized and possessed and/or well sufficiently entitled to the said property.
- 3.2 That none other than the Owners i.e. the parties of the First Part herein, have any right, title over and in respect of the said property and/or any portion thereof.
- 3.3 That the Developer i.e. the Parties of the Second Part hereto being satisfied with the right, title, interest and possession of the parties of the First Part in respect of the property as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in accordance with the terms and conditions as contained herein.

**ARTICLE-IV**

**OWNERS' RIGHT AND OBLIGATION AND REPRESENTATION**

- 4.1 The Owners have absolute right and authority to develop the said premises.
- 4.2 The Owners shall hand over the possession of the concerned premises on as in where as basis in connection with the proposed construction work and the owner shall have to deliver the possession



of the concerned premises to the Developer herein within ONE MONTH from the date of execution of this Agreement for Development. .

- 4.3 The Owners hereby grant subject to what has been herein above provided the exclusive right to the Developer to built, construct complete and deliver the possession of the Owners' allocation with full and complete constructions and delivered possession to the Landlord in respect of Owners' allocation within **36 months** from the date of starting foundation work of the proposed building but if any dispute arise either civil or criminal, the agreement period will be extended for a further disputed period.
- 4.4 The Owners shall clear up all the taxes to the Municipal Corporation and Kajnas to the Government of West Bengal upto date and if there be any due and payable by the Landlords/ owners that shall be adjusted from the Owners' allocation.
- 4.5 That the Owners and their heirs and successors shall not make any dispute during the period of construction and if he do so they will be liable to pay the entire cost of construction and other incidental expenses incurred by the Developer till that date to the Developer herein along with marketable interest thereof.
- 4.6 That if any dispute arise between the Owners and the other co-sharer of the adjacent property in that case the owners will solve the said matter at their own responsibility.

**ARTICLE-V**

**DEVELOPER'S RIGHT AND RESPONSIBILITIES**

- 5.1 The construction of the new building with all ancillary service and specification thereof that would be sanctioned by the authority of Howrah Municipal Corporation and new building shall be at liberty to construct with both residential and commercial use, whereas the

Developer's responsibilities will include coordinating with all other statutory authorities and to complete the construction of the building plumbing, electrical and sanitary fittings and installations by providing good and standard materials as well as technical expert.

- 5.2 All funds and/or finance to be required for completion of the entire project shall be provided and arranged by the Developer. The Owners will have to no such liability and/or responsibility.
- 5.3 The Developer will be entitled to get the plan sanctioned and modify or alter the plan and to submit the same to the concerned authority in the name of the Owners at their own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory for sanctioning the revised plan, if necessary.
- 5.4 That the Developer shall have liberty to amalgamate any adjacent property with the Schedule mentioned property and they shall execute necessary Deed of Amalgamation on behalf of the Owners/First part herein.
- 5.5 The Developer will be entitled to recover all costs, charges, expenses incurred by the Developer towards construction of the building in addition to its profits from the prospective purchaser of the flat/ shop/ office of the remaining area and excluding Owners' allocated area within the new building and the Owners and/or any person claiming through them shall not have any right, title, interest claim and demand whatsoever or howsoever in respect of Developer's portion.
- 5.6 The Developer will be the only and the exclusive builder during subsistence of this agreement and shall have the sole authority to sell the said Flat/ Shop/ Unit of Developer's allocated area/ portion in the proposed building at the said premises and/or all or any portion/ portions thereof, other than the Owners' allocated area including



common areas and facilities together with the undivided right, title, interest and possession of the land in the common facilities and amenities including the right to use thereof and the Developer shall complete the construction of the building with the good and standard materials as would be available to in the market and that the Developer shall only will be liable for any misappropriation of money.

- 5.7 The Developer hereby undertake to indemnify and keep indemnified the Owners from and against any and all actions, charges, claim and demand and third party arising out of the due to the negligence or non compliance of any law, bye-laws, rules and regulations of the Howrah Municipal Corporation and other Govt. or local bodies as the case may be all will attend to answer and be responsible for any deviation, commission, violation and/or breach of any accident in or relating to the construction of the said building all acts, deeds and things and charges in this regard shall be paid by the Developer's, the Owners will have no such liability and responsibility.
- 5.8 The Developer shall get the value of demolished materials of the old existing building and the Owners shall have no objection in this matter.
- 5.9 That Developer shall have liberty to construct further story/stories over the top roof if so permit by the H.M.C.

**SCHEDULE-VI**

**CONSIDERATION**

- 6.1. In consideration of the Owners having granted the Developer an exclusive contract to develop the said premises provided herein the owner shall be entitled to the absolute Ownership of the Owners' allocation area out of total constructed area of the proposed building together with the right, title, and interest in common facilities and amenities including the undivided proportionate interest in the land

and right to use thereof which include his absolute discretion and without any obstruction, hindrance and/or objection from the Developer and/or the successors and be entitled to sell, transfer, let out lease or otherwise dispose of deal with the same as they may think fit and proper.

6.2. The Developer shall bear the following expenses :-

All other relevant expenses, such as expenses for clearing /improving the land for building purposes for the date of execution of this agreement all costs for construction of the proposed building and including all fittings and fixtures.

**ARTICLE-VII**

**PROCEDURE**

7.1 The Owners will/ shall execute and registered Development Power of Attorney which is required for the purpose of all necessary permission and sanction from all different authorities in connection with the construction of the building for perusing following up the matters with the statutory authorities and to do all acts, deeds, regarding construction work and also to negotiate with the prospective buyers to enter into an agreement for sale to receive consideration money and part and/or full and execution of registered sale deed for the developer's allocated area or for all flats/ shops / office excluding only the Owners' allocated area as aforesaid for fulfillment and smooth complication of the entire project as well as for procuring for finance for the purpose of completion of the project.

**ARTICLE-VIII**

**POSSESSION**

8.1 Immediately on execution of these presents the owners shall handover the vacant possession of the said premises and/or the said



plot of land to the Developer within One month to enable the Developer to take all necessary action for development of the premises by way of construction according to sanctioned plan and the Developer will hold, the same hereunder without interference or disturbance of the owners or any person or persons claiming under them.

**ARTICLE-IX**

**CONSTRUCTION**

- 9.1 The Owners or any persons claiming through their shall not in any way interfere with the quite and peaceful possession of the said premises or holding thereof to the Developer to construct and complete the said building within the stipulated period subject to completion of the project in terms of this agreement.
- 9.2 The Developer at his own cost and on the basis of specification as per sanctioned building plan shall construct, erect and complete the building and the common facilities and amenities at the said premises with good and standard material and in a workman like manner.
- 9.3 The Developer shall install and erect, pump, water storages, over head reservoir, electrification within the said land at his own cost, whereas if any permanent electric connection is necessary to take from CESC LIMITED for the owner or the occupier of the allocated area of the owners, in that case the security deposit and charges for installation of the new connection by CESC LIMITED will be paid and/or borne by Owners/ occupier's separately.
- 9.4 The Developer shall at his own cost and expenses and without creating any financial or other liability on the said property and/or upon the newly constructed building and complete the building in accordance with the building plan and any amendment thereto or

modification thereof made by the Developer during the period of construction subject to the sanction of the appropriate authorities.

- 9.5 All costs and charges and expenses relation to or in any way connected with the construction of the said holding and development of the said building or premises including charges for other bodies shall be paid discharged and borne by the Developer all other of this agreement and owners shall have no liability whatsoever in this context.

**ARTICLE -X**

**ALLOCATION**

- 10.1 In completion of the building the Owners shall be entitled to retain their allocated area of new constructed building as mentioned in the 1.13 OWNER'S ALLOCATION, whereas the Owners shall be liable to pay all rates and taxes for payable to the Howrah Municipal Corporation for their area from the date of obtaining possession.
- 10.2 On completion of the proposed new building the Developer will be entitled to retain balance constructed are in the proposed building in terms of this agreement as mentioned in clause hereof and shall have the right to enter into any lawful agreement with the prospective purchaser/ Purchasers at their own choice in respect of their separate allocated portion in the proposed building at their own cost and risk and responsibility for sale transfer, delivery of possession or disposal of the specification mentioned herein before the owners hereby agree to be vendor to all such prospective agreement, if necessary, it is also agreed by and between the owners and Developer that the owners shall not raise any question or demand any money or consideration out of the said sale proceed of the said portion and the Developer shall be entitled to receive the entire consideration thereof.



- 10.3 That during the period of construction work the first party shall have to grant license to the second parties to use the electricity through their meter, subject to payment of proportionate electric charges to the Owners/ First Parties by the Developer/ Second parties.

**ARTICLE-XI**

**RATES AND TAXES**

- 11.1 The Developer hereby undertake and agree to pay the Property Tax before the Competent Authority, water and all other taxes as being paid by the Owners under this agreement with the development of the property from the date of this agreement.
- 11.2 On completion of the building and subsequent delivery of possession thereof the Developer hereto and/or his respective transferees shall be responsible for the payment of the all taxes and rates and the other outgoing in respect of Developer's allocated area.

**ARTICLE-XII**

**SERVICES AND CHARGES**

- 12.1 On completion of the building and after taking possession of the respective allocated area of the parties hereto in the building the Owners and the Developer and/or the proposed transferees shall be responsible to pay and bear and service charges for the common facilities in the building.
- 12.2 The service charges shall be include utility charges, maintenance of mechanical, electrical sanitary and other equipment for common use and maintenance and general management of the building.
- 12.3 The Developer in consultation with the Owners and other prospective transferees shall frame with such scheme for the management from the Ownership association amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration/ maintenance and other scheme

as well as association of owners of the respective flat as and when formed.

**ARTICLE-XIII**

**COMMON RESTRICTIONS**

- 13.1 The transferees and occupier in any event will not use the allotted area or any portion thereof to store as a godown any inflammable or combustible articles/ materials such as kerosene, diesel oil etc. which may cause fire hazard to the said building.
- 13.2 None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in his allocated portion or any part thereof.
- 13.3 Subject to the Developer's fulfillment of the obligation and commitment as specified herein, the owner will not do anything whatsoever by which the Developer will be prevented from construction and/or completion of the said building.

**ARTICLE-XIV**

**LEGAL COMPLIANCE**

- 14.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law to this purpose.
- 14.2 The Owners shall be bound to sign and execute such agreement deed documents papers writing and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of different flats, portion or portions of the said building as aforesaid together with proportionate undivided share or interest in or right to in the land and to register the same wherever necessary without being required to meet the costs and charges for preparation execution and/or registration of the same. The Developer



or his representatives shall be duly authorized and/or empowered by the Owners by and under a duly executed a Development power of Attorney to sign, execute and register all such deeds papers writing and documents on behalf in the name of the Owner.

**ARTICLE-XV**

**TITLE DEEDS**

- 15.1 The Owners shall keep ready all original documents and the title Deeds/Deeds with them and on execution of these presents shall handover all the true copies of the said document and title deed/deeds to the Developer whereas the Owners shall always remaining liable to produce the original as and when necessary before ay authorities.

**ARTICLE-XVI**

**MISCELLANEOUS**

- 16.1 The Owners and the Developer has entered into this agreement purely on contractual basis and nothing continued herein shall be deemed to construe as partnership between the Developer and the Owners but as joint venture between the parties hercto.
- 16.2 Any notice required to be given by the Developer shall without prejudice to any other mode or service available deemed to have a serve on the Owners. If delivery by hand and fully acknowledgement due and shall likewise any notice required and given by the Owners shall be deemed without prejudice to the Owners mace or service available to have been served on the Developer. If delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the Developer.
- 16.3 There is no existing agreement regarding the development and/or the sale to the said premises and that all other arrangement prior to this agreement have been cancelled and/or being superseded by this

agreement. The Owners hereby declare that they have not entered into any agreement with anybody for development of the said premises except the Developer herein.

- 16.4 That the developer shall have right to take project loan in respect of the instant project and in that case the Owners shall have no objection in this matter.
- 16.5 That if during the existence of the development work in respect of the instant project the Owners raise any obstruction in that case the owners shall be liable to pay the entire construction cost till that date along with incidental expenses and the interest thereof.

**ARTICLE-XVII**

**FORCE MAJEURE**

17.1 The Parties hereto shall not be considered to be liable for any obligation there under to the extent the performance of the relating obligation prevented by the existent of the force majeure and shall be suspended from the obligation during of the force majeure.

17.2 Force majeure shall mean Flood, Earthquake, riot war storm tempest, Civil commotion , strike, lock out, and /or any other act or commission beyond the Control of the parties thereto provided in case of strike or lockout if the same exceed 7(seven) Days .

**ARTICLE-XVIII**

**JURISDICTION**

18.1 Courts of Howrah along shall have the jurisdiction of entertain any try all action suit and proceedings arising out of these presents between the parties hereto.

**ARTICLE-XIX**

**GENERAL CONDITION**

19.1 All appendices mentioned in this agreement are integral part of this agreement.



- 19.2 All amendments and/or addition to this agreement are valid only if made in writing and sign by the both parties.
- 19.3 This agreement or benefit for hereunder shall not transfer or assignable by the Owners as well as Developer.

**SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of Mokokari Mourashi Bastu Land measuring about 03 Cottah 03 Chittaks 00 Square Feet together with R.T. shed structure standing thereon measuring more or less 100 Square Feet comprised in Howrah Municipal Corporation holding No. 6, Abhay Pada Banerjee, P.O., P.S. and District-Howrah-711101, within the ambit of Howrah Municipal Corporation Ward No. 19, (within Mouza-Howrah, J.L. No. 1, Sheet No. 15, R.S. Plot No. 20, under R.S. Khatian No. 21, L.R. Khatian Nos. 16, 194, 226, 298, 493, 615 together with right of user over common passage attached thereto and all sorts of other easement rights attached to the said property within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Howrah, which is butted and bounded as follows :-

- ON THE NORTH :** 4, Abhay Pada Banerjee Lane, Howrah
- ON THE SOUTH :** 2, Abhay Pada Banerjee Lane, Howrah
- ON THE EAST :** 3/1, Abhay Pada Banerjee Lane, Howrah.
- ON THE WEST :** Common passage

**SCHEDULE "B"**

**OWNER'S ALLOCATION**

Owners shall get 40% out of the total constructed area of the proposed building which will be allotted in the entire Ground Floor and rest in the Third Floor together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building and the ultimate roof shall always remain with the Developer and the developer herein only shall have right over the top roof and save and except the developer herein no one shall have any right over the top roof or terrace of the proposed building.

**DEVELOPER'S ALLOCATION**

Developer's allocation shall mean Rest 60% out of the total constructed area of the new proposed building excluding the Owner's allocation together with all rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building and the said allocated portion of constructed area shall absolutely being to the Developer including the absolute right in the part of the Developer for sale, transfer lease or in any part of the Developer for sale, lease or in any part with deal with the same and the ultimate roof shall always remain with the Developer and the developer herein only shall have right over the top roof and save and except the developer herein no one shall have any right over the top roof or terrace of the proposed building..

Be it mentioned that if any construction will be made behind the sanctioned area in that case the Owners' will get 20% out of the said additional area and Developer will get 80% out of the said additional area.



**SPECIFICATION OF CONSTRUCTION**  
**OF OWNERS' ALLOCATION**

1. **R.C.C.** framed building based on open foundation.
2. **Thickness of the Wall** will be 200 mm (8")inch and 125mm (5")inch as per the design with 1:6/1:4, Cement mortar ratio
3. **Grade of Concrete** to be used M-20.
4. **Grade of Steel** : Fe415 HYSD bars (TMT Steel)
5. **Flooring**: Internal floors shall be of vitrified tiles and external common spaces inside the buildings like stairs, landings will be finished with Kota Stone/ Marble.
6. **Kitchen**: The top of the slab will be finished with Black Stone, glazed tiles for the wall up to 2'-6"from the cooking platform.
7. **TOILET / W.C** : The Toilet and the water closet will be finished with Ceramic tiles up to a height of 6'-6"from the floor.
8. **DOOR** : Wooden Framing with Flush door finished.
9. **WINDOW** : Glass Panel with aluminum sliding.
10. **Internal walls** will be finished with Plaster of paris.
11. **Plumbing** : All the concealed plumbing will be done with P.V.C. Pipe, for internal and external as per the requirement of diameter.
12. **ELECTRICALS** : All the wiring will be concealed type using copper wire confirming I. S. code and the Electrical point as under.  
**BED ROOM** : 2L, 1F, 1 P (15AMP).  
**KITCHEN ROOM** : 1L,2P (15Amp), 1 Ex  
**TOILET** : 1L, 1Ex, 1P (15Amp)  
**LIVING / DINNING** : 4L, 2F, 1TV, 1Te, 4P.  
\*\*L = Light Points, F = Fan, P = 5 amp Plug, EX= exhaust
13. Roof Treatment will be properly done.
14. Outside Colors scheme for the Buildings.


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

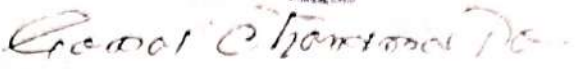
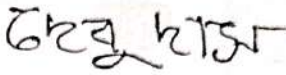
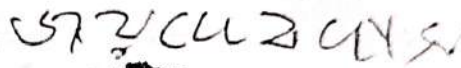

**SIGNED, SEALED AND DELIVERED**

By the **OWNERS** at Howrah in the Presence of:

**WITNESS:**

- 1. S. Das  
Howrah
- 2. Tarun Ghosh  
5, Modhu Sudan Bistha  
Lane - Howrah.

LT.I  
MANORAMA DAS 

- 1. 
- 2. Kabita Purokait (Das)
- 3. 
- 4. 
- 5.   
LT.L - RUPA DAS.

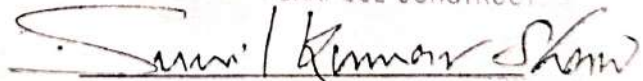
**Signature of the Owners**

*Handwritten signature*

Drafted by me as per

Instruction of Parties:  
Advocate *Dilip Kumar Majumdar*

SHAI BOL CONSTRUCTION




































**Signature of the Developer**

WB/1051/1974



# SPECIMEN FORM FOR TEN FINGERPRINTS


































	NSIR 220						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							
	RUPA DAS.						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							
	NSIR 220						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							

L7L














# SPECIMEN FORM FOR TEN FINGERPRINTS

C-711  
 M AND RAMP

							
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							
	<i>Goat Chandra Das</i>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							
	<i>Kabita Purokait (Das)</i>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							



# SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Sunil Kumar Shaw</i>						
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
							
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
		<b>(Right Hand)</b>					
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>	
		<b>(Left Hand)</b>					
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>	
<b>(Right Hand)</b>							
<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>			
<b>(Left Hand)</b>							
<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>			
<b>(Right Hand)</b>							



## Major Information of the Deed

Deed No :	I-0501-08561/2017	Date of Registration	08/09/2017
Query No / Year	0501-0001241517/2017	Office where deed is registered	
Query Date	01/09/2017 12:10:46 AM	D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	S Shaw Thana : Howrah, District : Howrah, WEST BENGAL, Mobile No. : 9830621873, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property. Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 5,30,000/-	Rs. 44,92,501/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 46/- (Article:E, E, M(b). H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip (Urb. area)		

### Land Details :




District: Howrah, P.S:- Howrah, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Abhay Pada Banerjee Road, , Premises No. 6

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		3 Katha 3 Chatak	5,00,000/-	44,62,501/-	Property is on Road
<b>Grand Total :</b>					5.2594Dec	5,00,000 /-	44,62,501 /-	



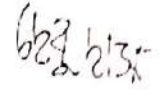


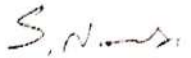


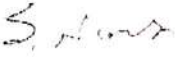


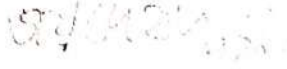
### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years. Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		100 sq ft	30,000 /-	30,000 /-	



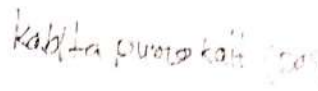
### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerprint	Signature
	<b>Mr Gopal Chandra Das</b> Son of Late Balai Chandra Das Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office			
		08/09/2017	LTI 08/09/2017	08/09/2017
6, Abhoy Pada Banerjee Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India. PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BPNPD8017D, Status :Individual, Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office				



Name	Photo	Fingerprint	Signature
<b>Mr Debu Das</b> Son of Late Balai Chandra Das Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office	 08/09/2017	 LTI 08/09/2017	 08/09/2017
6, Abhoy Pada Banerjee Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DJNPD4338H, Status :Individual, Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office			
<b>Mr Rupa Das</b> Son of Late Balai Chandra Das Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office	 08/09/2017	 LTI 08/09/2017	 08/09/2017
6, Abhoy Pada Banerjee Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DMZPD4837E, Status :Individual, Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office			
<b>Mr Manorama Das</b> Son of Late Balai Chandra Das Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office	 08/09/2017	 LTI 08/09/2017	 08/09/2017
6, Abhoy Pada Banerjee Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DMZPD4950G, Status :Individual, Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office			
<b>Mr Joydeb Das</b> Son of Late Kanai Lal Das Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office	 08/09/2017	 LTI 08/09/2017	 08/09/2017
6, Abhoy Pada Banerjee Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DJNPD4337J, Status :Individual, Executed by: Self, Date of Execution: 08/09/2017 , Admitted by: Self, Date of Admission: 08/09/2017 ,Place : Office			






Name	Photo	Fingerprint	Signature
<b>Kabita Das</b> Daughter of Late Kanai Lal Das Executed by: Self, Date of Execution: 08/09/2017 Admitted by: Self, Date of Admission: 08/09/2017, Place: Office	 08/09/2017	 LTI 08/09/2017	 08/09/2017
6, Abhoy Pada Banerjee Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India. PIN - 711101 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: BXTPD8933J, Status :Individual, Executed by: Self, Date of Execution: 08/09/2017, Admitted by: Self, Date of Admission: 08/09/2017, Place : Office			

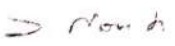
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>M/s Bol Bhai Bol Construction</b> 49/1, Madhu Sudan Biswas Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India. PIN - 711101, PAN No.:: BDBPS9769K, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			Signature
1	<b>Mr Sunil Kumar Shaw (Presentant)</b> Son of Late Gangaprasad Shaw Date of Execution - 08/09/2017, , Admitted by: Self, Date of Admission: 08/09/2017, Place of Admission of Execution: Office	 Sep 8 2017 1:11PM	 LTI 08/09/2017	 08/09/2017
33/2, M C Ghosh Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BDBPS9769K Status : Representative, Representative of : M/s Bol Bhai Bol Construction (as propritor)				

**Identifier Details :**

Name & address	
Mr S Nandi Son of Mr S Nandi Howrah, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Gopal Chandra Das, Mr Debu Das, Mr Rupa Das, Mr Manorama Das, Mr Joydeb Das, Kabita Das, Mr Sunil Kumar Shaw	08/09/2017
	



601A 226/10

Transfer of property for L1	
From	To. with area (Name-Area)
1 Mr Gopal Chandra Das	M/s Bol Bhai Bol Construction-0.876562 Dec
2 Mr Debu Das	M/s Bol Bhai Bol Construction-0.876562 Dec
3 Mr Rupa Das	M/s Bol Bhai Bol Construction-0.876562 Dec
4 Mr Manorama Das	M/s Bol Bhai Bol Construction-0.876562 Dec
5 Mr Joydeb Das	M/s Bol Bhai Bol Construction-0.876562 Dec
6 Kabita Das	M/s Bol Bhai Bol Construction-0.876562 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Gopal Chandra Das	M/s Bol Bhai Bol Construction-16.66666700 Sq Ft
2	Mr Debu Das	M/s Bol Bhai Bol Construction-16.66666700 Sq Ft
3	Mr Rupa Das	M/s Bol Bhai Bol Construction-16.66666700 Sq Ft
4	Mr Manorama Das	M/s Bol Bhai Bol Construction-16.66666700 Sq Ft
5	Mr Joydeb Das	M/s Bol Bhai Bol Construction-16.66666700 Sq Ft
6	Kabita Das	M/s Bol Bhai Bol Construction-16.66666700 Sq Ft

**Endorsement For Deed Number : I - 050108561 / 2017**

**On 08-09-2017**

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

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

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

Presented for registration at 11:56 hrs on 08-09-2017, at the Office of the D.S.R. HOWRAH by Mr Sunil Kumar Shaw

**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 44,92,501/-

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

Execution is admitted on 08/09/2017 by 1. Mr Gopal Chandra Das, Son of Late Balai Chandra Das, 6 Abhoy Pada Banerjee Lane, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 2. Mr Debu Das, Son of Late Balai Chandra Das, 6, Abhoy Pada Banerjee Lane, P O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 3. Mr Rupa Das, Son of Late Balai Chandra Das, 6, Abhoy Pada Banerjee Lane, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 4. Mr Manorama Das, Son of Late Balai Chandra Das, 6, Abhoy Pada Banerjee Lane, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 5. Mr Joydeb Das, Son of Late Kanai Lal Das, 6, Abhoy Pada Banerjee Lane, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Business, 6. Kabita Das, Daughter of Late Kanai Lal Das, 6, Abhoy Pada Banerjee Lane, P O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Others

Indetified by Mr S Nandi, , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

05010 8567/17

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

ution is admitted on 08-09-2017 by Mr Sunil Kumar Shaw, proprietor, M/s Bol Bhai Bol Construction (Sole  
oprietorship), 49/1, Madhu Sudan Biswas Lane, P.O:- Howrah, P.S:- Howrah District: Howrah, West Bengal  
711101  
Identified by Mr S Nandi, , , Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL,  
India, PIN - 711101, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 46/- ( E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-  
and Registration Fees paid by Cash Rs 46/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Draft Rs 2,020/-  
Stamp Rs 5,000/-  
Description of Stamp

- 1. Stamp: Type: Impressed, Serial no 84, Amount: Rs.5,000/-, Date of Purchase: 01/09/2017, Vendor name: A Sakar
- Description of Draft
- 1. Bankers cheque No: 000443842241, Date: 08/09/2017, Amount: Rs.2,000/-, Bank: STATE BANK OF INDIA (SBI),  
HOWRAH
- 2. Draft(other) No: 000442306818, Date: 05/09/2017, Amount: Rs.20/-, Bank: STATE BANK OF INDIA (SBI),  
Chatterjeehat

*Tapas Dutta*

**Tapas Dutta  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. HOWRAH  
Howrah, West Bengal**



State of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 0501-2017, Page from 228488 to 228528  
being No 050108561 for the year 2017.



Digitally signed by TAPAS DUTTA  
Date: 2017.09.08 17:44:54 +05:30  
Reason: Digital Signing of Deed.

*Tapas Dutta*

(Tapas Dutta) 08-09-2017 17:43:01  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. HOWRAH  
West Bengal.

(This document is digitally signed.)