

ARTICLE-XIX

FORCE MAJEURE

1. Force Majeure is herein defined as:
 - (a) Any cause which is beyond the control of the Developer.
 - (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
 - (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machinery or equipment and power shortage.
 - (d) Transportation delay due to force majeure or accidents.
2. The Developer and/or Land Owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or Owners mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners.

ARTICLE-XX

JURISDICTION

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XXI

ARBITRATION

All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Indian Arbitration Act, 1940 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXII

GENERAL CONDITIONS

(a) All appendices in this agreement are integral parts of this agreement.

(b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land classified as "Bastu" having rayat possessory right admeasuring more or less **Undivided 3/5th Share of land i.e. 3 cottah alongwith undivided 150 sq.ft. R.T. Shed Standing thereon** out of the total landed property i.e. 5 Cottahs of land and 250 sq.ft. R.T. Shed Standing thereon (as the developer firm is the lawful owner of rest Undivided 2/5th Share of land i.e. 2 cottah alongwith undivided 100 sq.ft. R.T. Shed Standing thereon) togetherwith all easements rights appertaining thereto, lying and situated at **Mouza-Sodepur**, J.L. No. 08, Re. Su. no. 45, Touzi No.172, comprised and contained in **R.S. Dag No. 362**, under R.S. Khatian No. 1419, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality being Holding No. 166, Amarabati, under Ward No. 17, premises no. A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Kolkata-700110, which is the subject property of this Development Agreement.

THE ENTIRE PROPERTY

BUTTED AND BOUNDED BY

ON THE NORTH : 25ft. Wide Amarabati Main Road.

ON THE SOUTH : Akash Prodip Apartment.

ON THE EAST : Ashwini Apartment (Premises no. A-13).

ON THE WEST : Pratima Apartment (Premises no. A-11).



Makendu Bandyopadhyay

lawyer

Contd...24

(24)

THE ENTIRE property which is vividly shown in the sketch map delineated in the **RED** Border, annexed hereto which shall form a part of this Agreement.

SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners shall be entitled to get as Owner's Allocation into the new proposed multistoried (G+4) building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The **owner no. 2** namely **SRI UTPAL KUMAR DEB** is entitled to get a **self contained residential Flat, measuring an area 900 sq.ft. covered area on the 1st Floor, North-West Facing, AND the owner no. 3 & 4** namely **SMT. ENA DEB & SMT. ANAMIKA DAS** Jointly entitled to get a **self contained residential Flat, measuring an area 825 sq.ft. covered area on the 1st Floor, North-East Facing, AND The owner no. 1** namely **SRI SHYAMAL KRISHNA DEB** is entitled to get a **self contained residential Flat, measuring an area 825 sq.ft. covered area on the 3rd Floor, North-East Facing of the proposed multistoried building** so to be constructed by the Developer firm and the owners are also jointly entitled to get a sum of **Rs. 10,00,000.00 (Rupees Ten Lakhs)** only as non-adjustable/non-refundable amount in their part in consideration of the Owner's allocation out of which at the

(25)

time of execution and registration of this agreement the Developer shall Pay **Rs. 1,00,000.00 (Rupees One Lakh)** only to the owners hereof and Rs. 6,00,000.00 (Rupees Six Lakhs) Only will be paid by the Developers to the Owners within 31st January, 2017 and the rest amount of Rs. 3,00,000.00 (Rupees Three Lakhs) Only will be paid by the Developer to the Owners on or before handover the owners allocation flats and after receiving such amount the Owners shall issue proper money receipt in favour of the Developer.

Covered area means: (Covered area of Flat + proportionate share of Stair Case, Lift & Lobby)

Be it mentioned hereto that after receiving the possession of owners allocation flats and the entire consideration amount as Owners allocation the Owners herein shall have no future claim or demand in respect of their allocation from the Developer.

After delivery of Owners' allocation the remaining portion of the said proposed Multistoried (G+4) Building will be the sole property of the Developer.

THIRD SCHEDULE ABOVE REFERRED TO
(Developer's allocation)

DEVELOPER'S ALLOCATION: shall mean all the remaining portion of the entire building (excluding Owner's allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer after providing the Owners' allocation as aforesaid and togetherwith the absolute right of the part of the Developer to enter into agreement for sale with intending purchaser/ purchasers by and mode of Transfer of property Act. and/ or lease, let out, or in any manner may with the same as the absolute Owner thereof.

(27)

IN WITNESSES WHEREOF the Parties have hereunto put their respective signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of

WITNESSES:

1. Satyajit Das
- Adv.
Barraekpore Court
KOL-120
2. Anishkumar Das
Sri Ramnagar
KOL-113
3. Shyamal Krishna Deb
4. Utpal Kumar Deb
5. Ena Deb.
6. Anamika Das

SIGNATURE OF THE LAND OWNERS

M/s. RELIABLE CONSTRUCTION

Satya Bhabu Saha
Shambhusundar Das
Partner
Tittam Goswami

SIGNATURE OF THE DEVELOPER

Drafted by :

Alokendu Bandyopadhyay
Adv.

Alokendu Bandyopadhyay
Enl. no - WB - 570/2004. Advocate
District Judges Court, Barasat
North 24 Parganas (W.B.)

Laser Setter :

Prasanna Paul

Alokendu Bandyopadhyay
Advocate

Contd...28

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Memo of Consideration

We, the land Owners do hereby Received a sum of **Rs 1,00,000.00 (Rupees One Lakh)** Only from the within named Developer/s as payment of Owner's allocation in the following memo:

By an a/c payee cheque, being no. 842147

dated 21.11.2016, issued from S.B.I. Rs. 1,00,000.00

Total : Rs. 1,00,000.00

In Word: **Rupees One Lakh** Only.

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING

WITNESSES :

1. Satyajit Das
- Adv.
Barackpore court
KOL -120
1. Shyamal Koushik Deb
2. Anishek Das
Srisainganagar
KOL -113
2. Uttal Kumar Deb
3. Ena Deb.
4. Anamika Das

SIGNATURE OF THE LAND OWNERS

(28)

Memo of Consideration

We, the land Owners do hereby Received a sum of **Rs 1,00,000.00 (Rupees One Lakh)** Only from the within named Developer/s as payment of Owner's allocation in the following memo:

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IN PRESENCE OF FOLLOWING

WITNESSES :

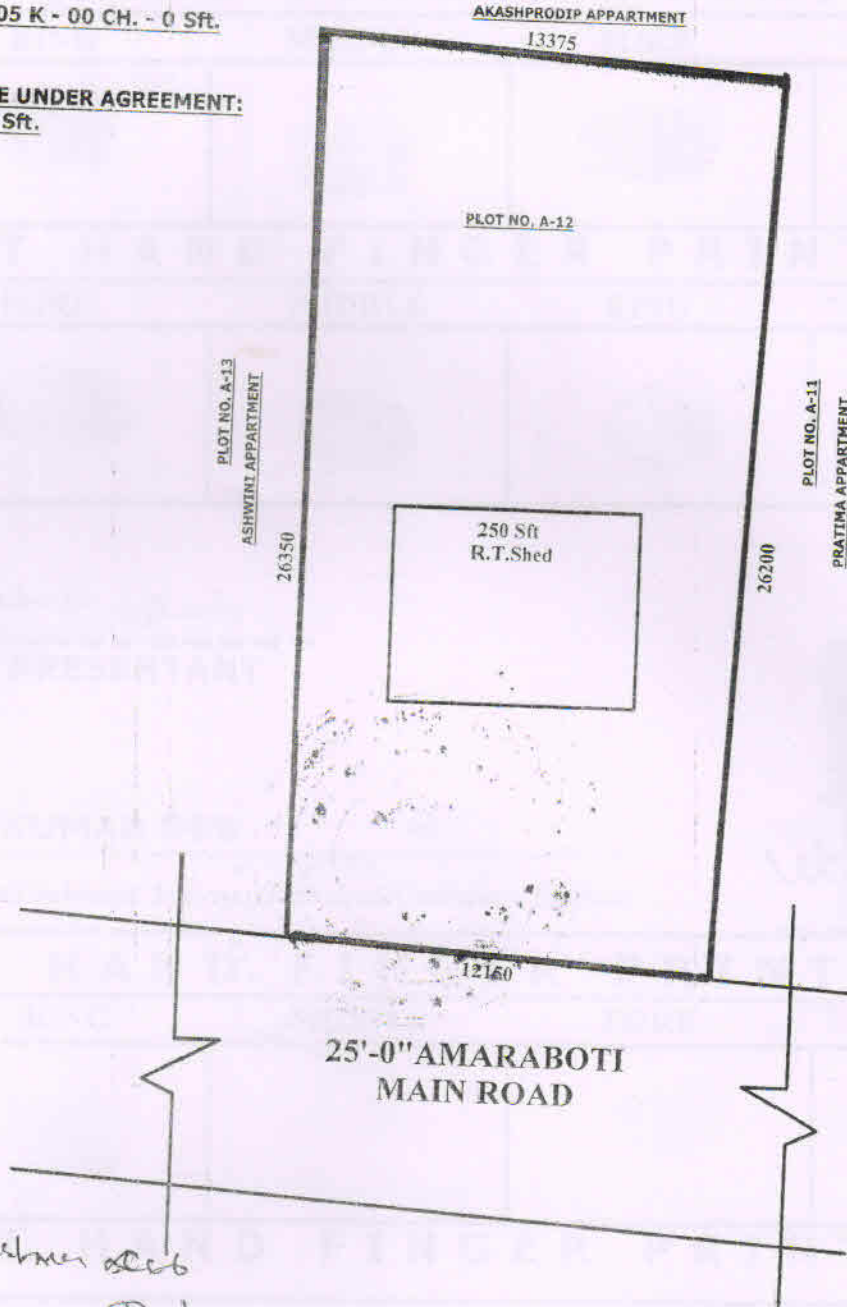
1. Satyajit Das
- Adv.
Barackpore court
Kot -120
2. Anisheer Das
Sriramnagar
Kot -113
1. Shyamaleswari Das
2. Mr. Utpal Kumar Deb
3. Ena Deb.
4. Anamika Das

SIGNATURE OF THE LAND OWNERS

**THE PLAN OF LAND WITH TWO STORIED STRUCTURE AT MOUZA-
 EPUR, J.L.NO. -08, R.S.NO. -45, TOUZI NO. - 172, R.S.DAG NO. - 362, R.S.
 HATIAN NO. -1419, BEING HOLDING NO. - 166, AMARABOTI, WARD
 NO. - 17, UNDER PANIHATI MUNICIPALITY, P.S.- KHARDAH, DIST.
 NORTH 24 PARGANAS.**

**TOTAL AREA OF LAND : 05 K - 00 CH. - 0 Sft.
 R.T.Shed : 250 Sft.**

**3/5TH UNDIVIDED SHARE UNDER AGREEMENT:
 LAND : 03 K - 00 CH. - 0 Sft.
 R.T.Shed : 150 Sft.**

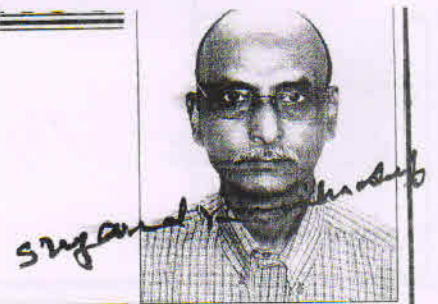


1. Shyamal Dasgupta
 2. Utpal Kumar Deb
 3. Ena Deb.
 4. Anamika Das
- SIGNATURE OF OWNER**

M/s. RELIABLE CONSTRUCTION
 Satya bnd Swl
 Uttam Goswami
 Partner

SIGNATURE OF DEVELOPER

SRI SHYAMAL KRISHNA DEB



LEFT HAND FINGER PRINTS

LITTLE

RING

MIDDLE

FORE

THUMB



RIGHT HAND FINGER PRINTS

THUMB

FORE

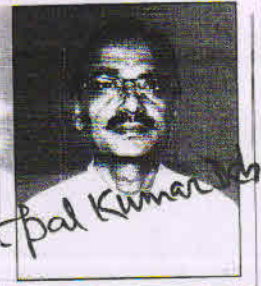
MIDDLE

RING

LITTLE



Sri Shyamal Krishna Deb
SIGNATURE OF THE PRESENTANT



2) Name : **SRI UTPAL KUMAR DEB**
Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

LEFT HAND FINGER PRINTS

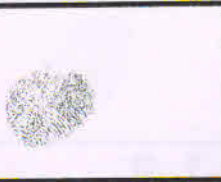
LITTLE

RING

MIDDLE

FORE

THUMB



RIGHT HAND FINGER PRINTS

THUMB

FORE

MIDDLE

RING

LITTLE



Utpal Kumar Deb
SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

SMT. ENA DEB



Ena Deb

LEFT HAND FINGER PRINTS

LITTLE

RING

MIDDLE

FORE

THUMB



RIGHT HAND FINGER PRINTS

THUMB

FORE

MIDDLE

RING

LITTLE



Ena Deb.

SIGNATURE OF THE PRESENTANT

(2) Name : **SMT. ANAMIKA DAS**

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator



An

LEFT HAND FINGER PRINTS

LITTLE

RING

MIDDLE

FORE

THUMB



RIGHT HAND FINGER PRINTS

THUMB

FORE

MIDDLE

RING

LITTLE



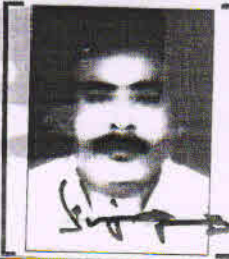
Anamika Das

SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

SRI SUJAY DAS



LEFT HAND FINGER PRINTS

LITTLE RING MIDDLE FORE THUMB

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RIGHT HAND FINGER PRINTS

THUMB FORE MIDDLE RING LITTLE

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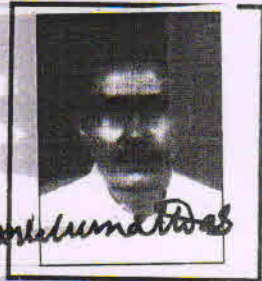
All the above fingerprints are of the abovenamed person, and attested by the said person.

Srijay Das

SIGNATURE OF THE PRESENTANT

(2) Name : SRI SHAMBHU NATH DAS

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator



LEFT HAND FINGER PRINTS

LITTLE RING MIDDLE FORE THUMB

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RIGHT HAND FINGER PRINTS

THUMB FORE MIDDLE RING LITTLE

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Shambhunath Das

All the above fingerprints are of the abovenamed person, and attested by the said person.

SIGNATURE OF THE PRESENTANT

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.