

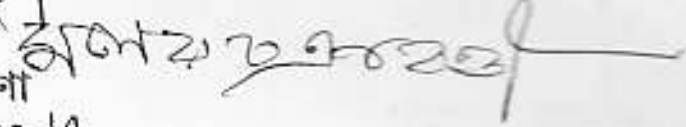
নম্বর : 2132

সন ও তারিখ : 28/02/14

জেতার নাম : S. K. Sarkar Adm.

সাকিন : District Court

উদ্দেশ্য মূল্য : 5000 (Rupees Five thousand only)

জেতার জী : 

বারাসাত কোর্ট

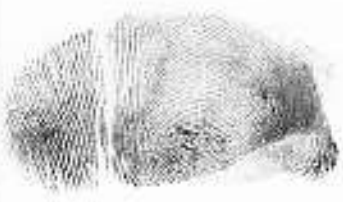
তারিখ : 28/02/14

মোট মূল্য : 5000/-

জেতার ঠিকানা : বারাসাত

জেতার : 

Amit Kumar Sharma



952

Amit Kumar Sharma



954

Salma Bibi



Farzana Parvin
955



Registrar US 7(2)
District Sub-Registrar II
24 Pgs (N) Barasat



Noufar Parvin
956

BETWEEN

1. **SALMA BIBI**, wife of Md. Sahidul Rahman, by Faith - Islam, by Occupation - Housewife, by nationality - Indian, 2. **FARGINA PRAVIN**, daughter of Md. Sahidul Rahman, by Faith - Islam, by Occupation - Student, by nationality - Indian, both are residing at 55/27, Adyamaa Apartment, Kaikhali Bimannagar, P.S. Airport, District 24-Parganas (North), Kolkata - 700 052, 3. **NIRUFAR PARVIN**, wife of Abdul Alim Molla, daughter of Md. Sahidul Rahman, by Faith - Islam, by Occupation - Housewife, by nationality - Indian, residing at Vill. Panapukur, P.O. Chandpur, P.S. Rajarhat, Dist. North 24 Parganas, hereinafter jointly called and referred to as the **LAND OWNERS / VENDORS** (which terms and expression unless repugnant to the subject or context shall mean and include all their respective legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

N. K. CONSTRUCTION, a Proprietorship firm, represented by its sole proprietor namely **SRI AMIT KUMAR SHARMA**, son of Suresh Kumar Sharma, by faith - Hindu, by occupation - Business, by nationality - Indian, having its office at Natural Nest, Ground Floor, VIP New Town Connector, P.S. Baguiati, Kolkata - 700 157, Dist. North 24 Parganas, hereinafter referred to as the **DEVELOPER** (which terms and expression unless repugnant to the subject or context shall mean and include all its respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART.**

WHEREAS one Lutfar Rahman Mondal was the recorded owner of a plot of land measuring about 30 Decimal lying and situate at Mouza - Kaikhali, J.L. No. 5, under the R.S. Dag No. 453, in the L.R. Khatian Kri 694 under the P.S. Airport, District 24-Parganas (North) and possessing the same free from all encumbrances, attachments, charges, liens, lispendences, claims or demands whatsoever.

AND WHEREAS by a Registered Deed of Gift executed and registered at the office of the A.D.S.R. Bidhannagar, Salt Lake City, copied in Book No. 1, Volume No. 169, Pages 359 to 364, being No. 9413 for the year 1991 said Lutfar Rahman Mondal gifted 10 decimal of land out of the aforesaid 30 decimal of land along with other properties to his youngest son Moti Mondal absolutely and unconditionally free from all

encumbrances charges, attachments, liens, lispendences, claims or demands whatsoever.

AND WHEREAS on the same day by another registered Deed of Gift executed and registered at the office of the A.D.S.R. Bidhannagar Salt Lake City, copies in book No. 1, Volume No. 169, Pages No. 365 to 370, being No. 9414 for the year 1991, the said Lutfar Rahman Mondal gifted the remaining portion of land measuring about 20 decimal of land lying and situate at the aforesaid Dag, Khatian, Mouza, Police Station and District in equal share measuring about 10 decimal each to his elder son Md. Sahidul Rahman the Donee therein and to Raju Mondal the younger son absolutely and unconditionally free from all encumbrances, attachments, charges, liens, lispendences claims, demands whatsoever.

AND WHEREAS in consequence of the aforesaid absolute and unconditional gifts said Md. Sahidul Rahman, was absolute owner and possessor in respect of ALL THAT piece and parcel of land measuring more or less 10 Decimals, lying and situate at Mouza - Kaikhali, J.L. No. 5, under the R.S. Dag No. 453, in the L.R. Khatian Kri 694 under the P.S. Airport, District 24-Parganas (North) and he enjoying, seizing and possessing the same peaceably and uninterruptedly.

AND WHEREAS the said Md. Sahidul Rahman executed a Registered Deed of Gift in favour of his wife namely Salama Bibi and two daughters namely Nirufar Parvin and Fargena Parvin, by way of a Registered Deed of Gift which was executed on 15th June, 2007 before the office at A.D.S.R. Bidhannagar Salt Lake City and recorded in Book No. 1, being Deed No. 00588 for the year 2007.

AND WHEREAS since having the right, title and interest, the land owners mutated their names in the local Rajarhat Gopalpur Municipality and paying relevant rent and taxes regularly and enjoy the aforesaid plot, peacefully, freely and free from all encumbrances whatsoever which is more fully described in the First Schedule herein under written and hereinafter referred to as the "SAID LAND".

AND WHEREAS for security and to get more profit from the said property, the Land owners have decided to develop their property by constructing a multi-

constructing a multi-storied building thereon. But due to lack of experience and stringency of finance was in search of a good experience and financial capable developer who can do the needful consideration on the said land accordingly approached the present Developer to construct the said proposed building in accordance with the sanction plan so to be sanctioned by the Rajarhat Gopalpur Municipality under certain terms and conditions as mutually agreed by and between the land owners and the Developer herein.

AND WHEREAS the Second Party being an experienced and financially capable developer approached the owners to enter into Agreement for Developing the said property with a formulated scheme to do so and for that after several discussion regarding the terms and conditions of the agreement it has been settled that the term and conditions should be fully embodied so that there should not be any confusion in the future towards the agreement and development of the said land.

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

ARTICLE - I

DEFINITION : Unless there is anything repugnant to the subject or context.

(a) **OWNERS** shall mean **1. SALMA BIBI**, wife of Md. Sahidul Rahman, by Faith - Islam, by Occupation - Housewife, by nationality - Indian, **2. FARGINA PRAVIN**, daughter of Md. Sahidul Rahman, by Faith - Islam, by Occupation - Student, by nationality - Indian, both are residing at 55/27, Adyamaa Apartment, Kaikhali Bimannagar, P.S. Airport, District 24-Parganas (North), Kolkata - 700 052, **3. NIRUFAR PARVIN**, wife of Abdul Alim Molla, daughter of Md. Sahidul Rahman, by Faith - Islam, by Occupation - Housewife, by nationality - Indian, residing at Vill. Panapukur, P.O. Chandpur, P.S. Rajarhat, Dist. North 24 Parganas, and their respective heirs, executors, administrators, representatives and assigns.

(b) **DEVELOPER** shall mean **N. K. CONSTRUCTION**, a Proprietorship firm, represented by its sole proprietor namely **SRI AMIT KUMAR SHARMA**, son of Suresh Chandra Sharma, by faith - Hindu, by occupation - Business, by nationality - Indian, having its office at

Connector, P.S. Baguiati, Kolkata - 700 157, Dist. North 24 Parganas and its heirs, executors, administrators, representatives and assigns.

- (c) **TITLE DEEDS** shall mean all the Deeds referred hereinabove.
- (d) **PROPERTY** shall mean the Property more fully and particularly mentioned and described in the **First Schedule** hereunder written.
- (e) **BUILDING** shall mean the multistoried building to be constructed on the said Property.
- (f) **COMMON FACILITIES AND AMENITIES** shall include corridors, hallways, stairways, ultimate roof, terrace, parapet walls, passage ways, driveways, common lavatories, pump room, submersible pump, overhead water tank, water pump, lift and motor and other facilities which may be mutually agreed by and between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/or management of the said proposed multistoried building.
- (g) **SALEABLE SPACE** shall mean the space in the said proposed multistoried building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- (h) **OWNER'S ALLOCATION** shall mean the allocation of the owner herein more fully and particularly described in the **Second Schedule** hereunder written.
- (i) **DEVELOPER'S ALLOCATION** shall mean the allocation of the developer more fully and particularly described in the **Third Schedule** hereunder written.
- (j) **THE ARCHITECT** shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said property.

- (k) **BUILDING PLAN** shall mean such plan to be prepared by the Architect for the construction of the said multistoried building and also to be sanctioned by the Rajarhat Gopalpur Municipality and/or any other competent authorities as the case may be.
- (l) **TRANSFeree** shall mean a person, firm, limited company, association of persons or body of individuals to whom any space in the said multistoried building to be transferred by the Owner and / or the Developer from his respective allocation.
- (m) **WORDS** importing singular shall include plural and vice versa.

ARTICLE - II

TITLE AND INDEMNITIES INCLUDING CONSTRUCTION OBLIGATIONS :

- I. That the Owners declare and represent that he has good and absolute right, title to the said property and have a marketable title to enter into this Agreement with the developer, and also represent that no agreement for any sale or any development previously made by the Land Owners with any other Purchaser or Developer and no Suit or any legal proceedings is pending or filed against the Schedule property. The Owners also represent that this property is free from all encumbrances, mortgages, liens etc.
- II. That the Land Owners do hereby declare and represent that all the Original documents in respect of the said property are lying with them and the Land Owners will bound to produce all the Original documents at the time of execution of this Agreement.
- III. That the Owners shall sign and execute all papers relating thereto for the building to be constructed at the said land of the Owners as and when required only after satisfying themselves that execution of such document shall not cause any harm, damage or financial or any other kind of loss to himself and violation of law of the land in vogue.
- IV. That all expenses, liabilities and penalty if any, for construction which are to be constructed in the said premises shall be borne by the developer and the Owners shall not be liable to bear any expenses and constructional liabilities thereto including the costs and expenses relating

to sanctioned plan, and other proposed necessary preliminary costs and expenses relating to full or phase wise process of construction.

- V. That the Developer undertakes to construct the Building in accordance with the Building sanctioned plan, subject to the permission of the municipality.
- VI. That the developer shall act as an independent Contractor in the matter of construction of the building and also undertake to keep the Owners indemnified from and against all Third Party claim or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the said premises of the Owners.

ARTICLE - III : PLAN

- 3.1. Immediately after the execution of this agreement the Developer in consultation with a qualified architect shall prepare a plan for the construction of building and submit the same before the competent authority and for the purpose of submitting the plan the Owners shall extend their co-operation. The Owners will also execute and register a Power of Attorney in favour of the Proprietors' of the developer to represent the Owners from time to time before the competent authority / authorities. The developer shall obtain all permissions and approvals as required by law and bear all costs, charges and expenses as may be necessary or be required from time to time for the purpose of sanctioning the plan.
- 3.2. The developer shall bear and pay all such charges for the sanction of the building as shall be required by the competent authority.

ARTICLE - IV : DEVELOPER'S RIGHTS

- 4.1. The Developer shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his subject to observance of all terms and conditions contained herein.
- 4.2. The land Owners hereby grant subject to what have been hereunder provided, exclusive right to the Developer to built the proposed new

sanctioned by Rajarhat Gopalpur Municipality in the name of the land Owners with or without any amendment and / or modification there to made or caused to be made by the parties thereto.

- 4.3. That the Developer shall carry the construction work at its own cost in a most skilful manner and shall remain fully liable for all its acts, deeds and things whatsoever.
- 4.4. That Booking or part consideration from intending purchasers for Developer's allocation will be taken by the Developer and the Agreement for Sale with the intending purchaser/s will be signed by the attorney holder as aforesaid on behalf of the Owners.
- 4.5. That the selling rate of the Developer's allocation will be fixed by the Developer without any permission or consultation with the Owners. The profit & Loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the owner's allocation on account of loss or vice versa on account of profit from Developer's allocation. The developer has absolute right to amalgamate the schedule land with any other adjacent land for making such construction and in that case the Owner's Allocation are mentioned herein is final and binding upon the Owners.
- 4.6. That the Developer is empowered to collect consideration money from the sale of Developer's allocation from the intending purchaser and issue money receipt in its own name and more over take advance of consideration money from the intending purchaser/s for Developer's allocation only.
- 4.7. That on completion of the proposed multi storied building when the flat/s are ready for giving possession, the Developer will put the possession to the land Owners from the owner's allocated flats. The possession letter will be signed by the Developer and the attorney holder of the Owners also will sign if needed. The Deed of Conveyance will be signed by the Developer and the attorney holder as aforesaid on behalf and as representatives of the Owners.
- 4.8. All construction cost will be borne by the Developer and no liability on account of construction cost will be charged from owner's allocation.

- 4.9. The developer shall hand over the possession of the fully completed the Owner's Allocation to Owners within 36 (Thirty Six) months commencing from the date of sanction of building plan as sanctioned by the Rajarhat Gopalpur Municipality.
- 4.10. The developer on completion of the constructional work of the building shall remain legally bound to obtain the requisite building completion / occupancy certificate from the authorities of the Rajarhat Gopalpur Municipality exclusively at its own costs, expenses and arrangements and shall hand over a duly attested photo copy of the same to the land Owners for their record and reference.
- 4.11. It is also agreed by the parties that after completion of the building and installation of the light, the developer shall hand over the allocated portion to the Owners and the developer shall be entitled to hand over to other prospective buyers against Developer allocated portion after providing the Owner's Allocation.

ARTICLE - V : CONSIDERATION

- 5.1. The developer has agreed to build the said proposed building at its own cost and expenses and Owners will not be required to contribute any sums towards the construction of the said building or otherwise.
- 5.2. In consideration of the Owners having agreed to grant exclusive right for developing the said premises in addition to the owner's allocation as herein provided, as mentioned above.
- 5.3. Apart from the aforesaid consideration which has already been made by the Developer to the Owners as indicated in first clause of this article, hercinabove written, the Promoter have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and / or this development agreement and such expenses for all practical purposes will be borne by the developer are as follows :-
- a) Space allocation to the Owners;
 - b) Cost charges and expenses incurred for construction erection and completion of the said new building at the said premises.

- c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Rajarhat Gopalpur Municipality.
- d) Costs, charges and expenses incurred for installation of Engine if any and also sewerage drainage and other connections.
- e) Fees payable to architect and the Engineers as also fees payable to the Rajarhat Gopalpur Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage and water connection.
- f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
- g) Cost of supervision of construction of the owner's allocation of the said premises.

ARTICLE - VI : DEALING OF SPACE IN THE BUILDING

- 6.1. The developer shall on completion of the building put the land Owners undisputed possession of the owner's allocation TOGETHER WITH all rights of the common facilities and amenities.
- 6.2. The Owners will be entitled to transfer or otherwise deal with owner's allocation in the building.
- 6.3. The developer shall be exclusively entitled to deal the developer's allocation in the building with exclusive right to transfer the same subject to the provisions hereof and the Owners shall not put in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
- 6.4. In so far as necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer's allocation and also to develop the owner's allocation, the Owners undertakes to execute a Registered General Power of Attorney in favour of the aforesaid proprietor of the developer. It being understood that such dealing shall not in any manner bind or create any financial liability upon the land Owners.

- 6.5. The land Owners upon receiving possession of owner's allocation shall execute the Deed of Conveyance or Conveyances in favour of the nominee or nominees of the Developer through his Attorneys'. The Owners if requires, have agreed to join and execute all such conveyance and conveyances which shall be required from time to time in respect of Developer's Allocation in favour of the nominees / agents of the Developer without claiming anything.

ARTICLE - VII : POWER AND PROCEDURE

- 7.1. The Owners will execute and register a Power of Attorney and / or give necessary authority in writing in favour of the proprietor of the developer's firm including Power of preparing and executing and signing the agreement for sale and for registration of Deed of Conveyance for Developer's allocation only and by the aforesaid power of attorney, the developer shall have no power or authority to deal with the Owner's allocation in respect of the Schedule land. It is made clear herein that the consideration as stated in the Power of Attorney will be deemed and considered the owner's allocation as mentioned in this agreement as such the developer have right to receive the consideration money directly from the intending purchaser/s against only the developer's allocation.
- 7.2. That the developer as the true and lawful attorney of the land owners to do the followings :
- a. To appear and represent us before the authorities of Rajarhat Gopalpur Municipality, B.L. & L.R.O. Office, Revenue Department, C.E.S.C., Income Tax Department Authority, Authority of Town and Country Planning, Airport Authority, as and when required for the purpose of maintenance, protection and preservation of our said property.
 - b. To apply for obtaining Electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities in respect of our aforesaid property and to sign and execute the necessary documents on our behalf.
 - c. To defend possession, manage and maintain the aforesaid property and amalgamate the aforesaid property with any other adjacent property.

- d. To pay all Municipal and other statutory taxes, rates and charges in respect of the said property on our behalf and in our names as and when the same will become due and payable.
- e. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said property or any part or portion thereof.
- f. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, memo of appeal or any other documents or papers in any proceedings relating to our said property or in any way connected therewith.
- g. To appear before the Rajarhat Gopalpur Municipality in connection with our said property and obtain necessary sanction plan and Completion Certificate on behalf of us by executing necessary documents.
- h. To enter into any Agreement for Sale or Memorandum of understanding and / or any other instrument and documents in respect of selling of the developer's allocation as mentioned in the said Development Agreement dated _____ and to receive the earnest money or part of the consideration and to issue the money receipt and to receive cash, cheque or draft from the intending purchaser/purchasers in respect of developer's allocation.
- i. To appear before the office of District Registrar, Barasat, Additional District Sub-Registrar Rajarhat and/or the Office of Registrar of Assurances, Kolkata for the purpose of selling of developer's allocation or any part thereof and to execute and register the necessary Deed of Conveyance / Conveyances and deliver the possession of developer's allocation in favour of any purchaser / purchasers in respect of developer's allocation as mentioned in the Development Agreement.
- i. **AND GENERALLY** to do all that is or any be necessary for carrying out all or any of the above mentioned acts concerning or relating to the said premises as per the said Development Agreement and as the said attorneys shall think proper.

ARTICLE - VIII : TIME

- 8.1. That the Developer shall complete the Owner's Allocation as well as the proposed building within 36 (Thirty Six) months from the date of obtaining Sanction Plan from the competent authority of Rajarhat Gopalpur Municipality. If the developer fails to complete the construction work of the proposed multi storied building within the aforesaid period, a further period of 6 (Six) months shall be extended. Provided that the owner after execution of this agreement shall put the developer in exclusive and uninterrupted possession in respect of the schedule property including all relevant documents of title and possession

ARTICLE - IX : NEW BUILDING

- 9.1. The developer shall at its own costs construct, and complete the new building at the said land in accordance with the sanction plan with good and standard material as may be specific by the Architect from time to time.
- 9.2. The developer shall install, erect pump, over head reservoir, electrification, permanent electric connection from the concerned authority and until permanent electric connection is obtain temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis in the proposed multi storied building at its own cost and expenses.
- 9.3. All costs, charges and expenses including Architect's fees shall be discharged and paid by the promoter and the Owner shall bear no responsibility in this context.
- 9.4. The Owners shall pay and clear up all the arrears on account of municipal taxes and outgoing of the said premises up to the date of this agreement.

It is further agreed by and between the parties that the Owners will not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of execution of these presences. All such taxes outgoing and electricity charges in respect of the said proportion would be borne by the Promoter from the date of execution of these presents

upto the date of handing over the proposed building. The developer shall also be liable to obtain Completion Certificate from the municipal authority at its own cost in respect of the sanction and completion of Multi storied building.

ARTICLE - X : OWNER'S RIGHT & REPRESENTATIONS

- 10.1. That the Owners will hand over all the necessary original documents to the Developer for obtaining the sanction plan and for the completion of the proposed multi storied building.
- 10.2. That the land owners will at their own cost and expenses remove the present existing structure from the aforesaid land and shall deliver the vacant and peaceful possession to the developer.

ARTICLE - XI : COMMON FACILITIES

- 11.1. The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according due as and from the date of execution this agreement.
- 11.2. After delivery of possession of Owner' Allocation to the Owners, the Owners and the developer shall punctually and regularly pay taxes etc.

for their respective allocations proportionately. The said rates and taxes to the concern authority or otherwise as may be mutually agreed upon between the Owners and the developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the developer in this behalf.

- 11.3. As and from date of service of notice of possession the Owners will also be responsible to pay and bear the charges after amicably settled by the both parties and shall pay to the developer the service charges for the common facilities in the new building payable in respect of the owner's allocation such charges are to include proportionate share of premium for the insurance of the building water, fire and damaging charges and taxes light sanction and maintenance occasional repair and renewal charges, for all connection and management of common facilities, renovation, replacement, repair and maintenance chargeable expenses for the building and for all common wiring pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.
- 11.5. The Owners will not do any act, deed or things where by the developer may be prevented from the construction and completion of the said building.

ARTICLE - XII : OWNER'S OBLIGATION

- 12.1. The Owner' allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any

- 12.2. The Owners will permit the developer and its servants and agents with or without workman and other at all reasonable time to enter into and upon their owner's allocation and every part thereof the purpose of maintenance or remaining any part of the building and / or for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of building down maintaining repairing and testing drainage and pipes electric wires and for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wires and or for the similar purpose.
- 12.3. The land Owners will have no right, authority and power to terminate and / or revoke the registered General Power of Attorney or the present Agreement for Development within the stipulated period of construction of the said multi-storied building i.e. within 36 (Thirty Six) months from the date of obtaining the sanctioned building plan of the Rajarhat Gopalpur Municipality. However, any notice of termination of the present Agreement or registered General Power of Attorney all being made by the Land Owners, the same should be issued assigning specific grounds there for at least 1 (one) months notice period upon the Developer.

ARTICLE - XIII : COMMON RESTRICTIONS

- 13.1. The Owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the propose building as following :-
- 13.2. Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for carrying on any obnoxious, unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 13.3. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alternation thereon without the previous consent of other in this behalf.
- 13.4. Neither party shall transfer or permit to transfer of his respective allocation or any portion unless such party shall have observed and

performed all to the condition on their respective part to be observed and / or performed the proposed transferred shall have given written undertaking to the terms and conditions hereof and of these presents and further that such transferred shall pay all and whatsoever shall be payable in relation to the area in their possession.

- 13.5. Both the parties shall abide by all laws, bye-laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviations, violations and / or breach of any of the said laws by laws and regulations.
- 13.6. The respective allocation shall keep the interior walls, sewerages, drains, pipes and other fittings and fixtures and appurtenances building at the said premises by the Developer.
- 13.7. The Owners hereby agree and covenant with the developer not do any act, deed or things whereby the developer may be prevented from selling assigning and / or disposing of any of the developer's allocated portion of the building at the said premises.

ARTICLE - XIV : DEVELOPER'S OBLIGATION

- 14.1. The developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the said building.
- 14.2. The developer hereby agrees and covenants with the Owners not to do any act, deed thing whereby the Owners are prevented from enjoying, selling assigning and / or disposing of any owner's allocation in the building at the said premises.
- 14.3. The developer hereby agrees not to part with possession of the developer's allocation or any portion thereof unless possession of the owner's allocation are ready provided however it will not prevent the developer from entering into any agreement for sale or transfer or deal with the developer's allocation and also to take part of full consideration money from intending buyers of developer's allocation and it is made clear that the Owners shall remain bound to execute a registered General Power of Attorney empowering the developer to execute all such agreement for sale or transfer for and on behalf of the

Owner concerning developer's allocation of the building of the said premises.

ARTICLE - XV : OWNER'S INDEMNITY

- 15.1. The Owners hereby undertake that the developer shall be entitled to the said construction and will enjoy its allocated space without any interference or disturbance provided the developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

ARTICLE - XVI : DEVELOPER'S INDEMNITY

- 16.1. The developer hereby undertake to keep the Owners indemnified against all third party claim and action arising out of the any sorts of act or occupation commission of the developer in relation to the construction of the said building.
- 16.2. The developer hereby undertake to keep the Owners 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 for any defect therein.
- 16.3. The owners will be liable for any Service Tax, or any other Taxes in respect of the Owner's Allocation only.

ARTICLE - XVII : MISCELLANEOUS

- 17.1. Immediately upon the developer obtaining vacant possessions of the premises for the development shall fix its hoardings and banners only for selling of the proposed flats and / shops of the said proposed building and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authority.
- 17.2. It is understood that from time to time facilities the construction of the said building by the developer various act, deeds, matters and things not hereby specified may be required to be done by the developer for which the developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners related to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such

as acts, deeds, matters and things and when required and the Owners shall execute any such additional power of attorney or authorization as may be required by the developer for any such purposes and the Owners also undertake to sign and execute all such additional application and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owner's and / or against the spirit of these presents.

- 17.3. The Owners shall be liable for the purpose of service tax of their allocation.
- 17.4. Any notice required to be given by the developer to the Owners and / or by the Owners to the developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners and / or developer if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the developer and / or Owners by the Owners and / or developer if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the developer and / or Owners.
- 17.5. The developer and the Owners will mutually frame scheme for the management and the administration of the said building and / or common parts thereof after the completion of the said building.
- 17.6. That the allocation of the Owners and developer will be settled finally after getting sanction building plan in respect of specific portion of the allocation of the Owners and developer. The owners herein will always be liable to arrange the land in Dag No. 454 of Mouza – Kaikhali for the purpose of ingress and egress of the proposed construction wherein the land owners are a co-sharer.
- 17.7. That the land Owners will entered into an Agreement for Amalgamation and the entire proposed construction will be upon the amalgamated plots of land. It is made clear herein that this Development Agreement is made only for the purpose of construction upon the land mentioned

in the First Schedule herein under written and the allocation as mentioned herein under will be full and final.

- 17.8. That after execution of this Development Agreement and Power of Attorney, if any addition and alteration or any modification or any amendment or any rectification be made by and between the parties herein mutually by executing a supplementary agreement, the said agreement shall be treated as a part of the original agreement for development.

ARTICLE - XVIII : LEGAL ACTION

- 18.1. That if any dispute and differences shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the two arbitrators to be appointed each by the developer and the Owners herein and the decision of the said arbitrators will be final and binding upon the parties provided that if any conflict decision will arise by the decision of the Arbitrators, any third Arbitrator or Umpire will be appointed under Arbitration and Conciliation Act., 1996.

ARTICLE - XIX : FORCE MAJEURE

- 19.1. The parties shall not be considered to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligation during the duration of the force majeure.
- 19.2. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest civil common strike and / or any other act, of commission beyond the control of the parties hereto.
- 19.3. If because of any willful act on the part of the developer, the construction and completion of the building is delayed beyond the period of 06 (Six) months from the date of obtaining the sanctioned plan of the constructional work it that event, the developer shall be liable to compensate such loss or damage to the land owners.

ARTICLE - XX : JURISDICTION

- 20.1. District Judges' court at North 24 Parganas, Barasat shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE REFERRED ABOVE

(Description of land)

ALL THAT piece and parcel of land measuring more or less 10 (Ten) Sataks corresponding to 6 (Six) Cottah 36 (Thirty Six) Sq.ft. in C.S. Dag No. 409 corresponding to R.S. & L.R. Dag No. 453 of Mouza - Kaikhali, being recorded as L.R. Khatian No. 694 along with a Strip of land measuring more or less 21' X 60' in Dag No. 454 of Mouza - Kaikhali wherein the land owner herein is a co-owner which is within P.S. Rajarhat now Airport, within Ward No. 10 of Rajarhat Gopalpur Municipality, under A.D.S.R.O., Bidhan Nagar, Salt Lake City, in the Dist. North 24 Parganas, which is butted and bounded as follows :-

Dag No. 453

ON THE NORTH : By Plot No. Lot 'C'

ON THE SOUTH : By Plot No. Lot 'A'

ON THE EAST : By *Vacant Land*

ON THE WEST : By *House of Sumabuddin*

THE SECOND SCHEDULE REFERRED ABOVE

(Owner's Allocation)

OWNER' ALLOCATION shall mean and includes -

That the land Owners will get their allocation in following manners :

1. That the land owners namely **Salma Bibi, Nirufar Parvin and Fargina Parvin** first part herein against the Development of the said property will get 50% of the total sanction and constructed area of their land, including proportionate share of right, title and interest with exclusive right of using of all common areas and facilities in tune of residential Flats and Garages.

The Developer on and from the date of execution and registration of the Development Agreement and Power of Attorney shall pay Rs.9,000/- (Rupees Nine Thousand) only as forfeited amount per month, payable within 10 (Ten) days of the next month according to English Calendar month till the handing over Owners' Allocation or the notice for receiving Owners' Allocation which ever is earlier and the land owners after receiving the said amount will grant receipt to the developer by putting their signatures. In default, in any unavoidable circumstances, the developer bound to pay the payable amount within fortnight within the said month.

The allocation of the land owners will be allocated 50% of the constructed area including super built up area (total stair case area + Head room) out of the total area to be constructed and will be allocated in each floor which will be settled mutually after obtaining the sanction plan to be sanctioned by the Rajarhat Gopalpur Municipality.

That the Developer shall have right to amalgamate this land with the adjoining land owned and possessed by the co-sharer of the land owners, but in all cases the owner's allocation will be the same and this agreement shall confine within the schedule property.

That the Owner' Allocation as aforesaid are full and final in all respect and the Owners will not claim or demand anything in respect of this Development Agreement for construction of proposed multi storied building.

THE THIRD SCHEDULE ABOVE REFERRED

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire building of the proposed 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 together with the absolute right on the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters by and mode of transfer of property act and / or lease, let out or in any manner may with the same subject to fulfillment and observe of all the terms and conditions hereof.

SPECIFICATION OF WORKS OF PROPOSED MULTI STORIED BUILDING

(Details of construction of building / flat / unit)

1. **STRUCTURE** : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 5"/8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 3" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of Vitrified tiles from Doorsteps.
5. **KITCHEN** : Glazed Tiles up to 4'-0" height over cooking platform with colour Granite 72"x20" length, steel Sink 20" x 18" with additional Tap Water line under the sink.
6. **TOILET** : Good quality Glazed Tiles 6'-6" height, Concealed Water Wiring with Tata G.I. Pipes, C.P. fittings (Essco), One Gizer point on One Toilet and 20" OT White pan or White Commode with two Bibcock, one shower, in toilet.
7. **BASIN** : White Basin (Nyser / Hindustan / Parry) with stand fitted in Dining Space or toilet.
8. **DOORS** : Sal Wooden Frame and Main Door design with polish and fittings, Commercial Flush door, Magic Eye and Mortic Latch, Internal Doors will be Flash door with colour finish and fittings.
9. **WINDOWS** : Alluminium Glass fitted channel and good quality grill will be provided in the windows.
10. **BALCONY** : Finished with 3'-0" height ornamental grill from Dado.
11. **CABLE GENERATOR & TELEPHONE** : Concealed Cable, Generator and Telephone line will be provided.

12. **WATER SUPPLY :** Water sources Deep Tube well with good quality Tata G.I. (I.S.I. Mark) pipe line overhead water reservoir with individual distribution sub marshal pump and motor.

13. **ELECTRICAL WORKS :**

- a. Full concealed wiring with proper wire
- b. In Bed Room : Three light points, one 5 amp. Plug point, One fan point, One AC point and One Computer Point.
- c. Living / Dining Room : Three light points, Two fan points, Two 15 amp. Plug Points, One 5 amp. Plug point (as per required location).
- d. Kitchen : One light point, one exhaust fan point and one 15 amp. Plug points, Aqua guard point.
- e. Toilet : One light point, one 15 amp. Plug point, one exhaust fan point and One Geyser point.
- f. Verandah : One light point.
- g. Main Door : One light point at the main door.
- h. Calling Bell : One calling bell point at the main door.

14. **PAINTING :**

- a. Inside wall of the flat will be finished with plaster or paris and external wall finished with weather coat.
 - b. All door frames and palla painted with two coats with primer and painting with two coats colour.
15. **Extra Work :** Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

IN WITNESS WHEREOF both the parties hereto put their hands on this the day, month and year first above written.

SIGN, SEAL AND DELIVER
IN THE PRESENCE OF

1.

Rajneti Prasad
20, B.L.T. Road
Kot-60

Salma bibi
Fargina Parvin
Noufar Parvin

.....
Signature of the Land Owners

2.

Sanjay Das,
Barasat Circle
DD 24/8/13

N. K. Construction
A. K. Sharma
Proprietor

.....
Signature of the Developer

Drafted by :-

Sanjib Kumar Sarkar

Sanjib Kumar Sarkar

Advocate ENROLMENT NO. WDS 250/94

Barasat

1) Name *Salma bibi*

LITTLE	RING	MIDDLE	FORE	MB
THUMB	FORE	MIDDLE	RING	LITTLE



ডান হাত

Salma bibi

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

ডান হাত



ডান হাত

All the above fingerprints are of the above named person and attested by the said person
Farzina Kamin

Signature of the Presentant

(3) Name

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

ডান হাত



ডান হাত

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



A.K. Sharma
ডান হাত

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



ডান হাত

All the above fingerprints are of the above named person and attested by the said person

Signature of the Presentant

(3) Name

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



ডান হাত

Signature of the Presentant



Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 02244 of 2014
(Serial No. 02103 of 2014 and Query No. 1502L000004954 of 2014)

On 28/02/2014

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

Presented for registration at 18.11 hrs on :28/02/2014, at the Private residence by Amit Kumar Sharma ,Claimant.

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

Execution is admitted on 28/02/2014 by

1. Salma Bibi, wife of Md Sahidul Rahman , 55/27, Adyamaa Apartment, Kaikhali Bimannagar, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
2. Fargina Pravin, daughter of Md Sahidul Rahman , 55/27, Adyamaa Apartment, Kaikhali Bimannagar, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
3. Nirufar Pravin, daughter of Md Sahidul Rahman , Panapukur, Thana:-Rajarhat, P.O. :-Chandpur, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Muslim, By Profession : House wife
4. Amit Kumar Sharma
Proprietor, N. K. Construction, District:-North 24-Parganas, WEST BENGAL, India, .
, By Profession : Business

Identified By Sanjay Das, son of Lt B. K. Das, Natagarh, P.O. :-Natagarh, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 03/03/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-82,26,364/-

Certified that the required stamp duty of this document is Rs.- 10010 /- and the Stamp duty paid as Impressive Rs.- 5000/-

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

On 05/03/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f) of Indian Stamp Act 1899 also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-





Government Of West Bengal
Office Of the D.S.R. - II NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 02244 of 2014
(Serial No. 02103 of 2014 and Query No. 1502L000004954 of 2014)

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 05/03/2014

(Under Article : ,E = 14/- ,H = 28/- ,M(b) = 4/- on 05/03/2014)

Deficit stamp duty

Deficit stamp duty Rs. 5050/- is paid , by the draft number 456656, Draft Date 03/03/2014, Bank : State Bank of India, DAKSHINPARA(BAGUIATI), received on 05/03/2014

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II




(Sushil Kumar Roy)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 3708 to 3738
being No 02244 for the year 2014.



(Sushil Kumar Roy) 06-March-2014
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS
West Bengal