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পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

Signature Sheet and
Endorsement Sheet are
the Part & Parcel of the
Document

D 233378

V/C NO- 1520 dt 05.10.18
Q.No. (0) 1533250 / 18

DISTRICT SUB REGISTRAR-I
HOOGHLY.

05 OCT 2018
10 OCT. 2018

DEVELOPMENT OR CONSTRUCTION AGREEMENT FOR DEVELOPMENT

THIS DEVELOPMENT OR CONSTRUCTION AGREEMENT FOR DEVELOPMENT is made this on the 5th day of October, in the year 2018 (Two Thousand and Eighteen) of the Christian Era.

0000
1187 5/10/2018



PLAN O
97, 1598, L.R.
NO - 6, MAHAL
CHINSURAH, DIS
PORTION A
OWNERS NAME JAGANNATH
R.S DAG NO L.R DAG NO, AREA
1315, 1315/1512, 600
L.R KHATAN NO
L.R KHATAN NO

नाम- Satyam Construction Private Ltd,
सहित- Represented by - Richitra Ranjan Das
आधिकारिक-
चिनसुराह-
500 ग्लोबली.
5000
बिना नाम- 3315/15

[Handwritten signature]

Jaganmohan Boral

3648

Jaganmohan Boral

3649

Nandita Boral

3650

Sandipta Boral

3651



Sub-Registrar-I
HOOGHLY.
05 OCT 2013

Satyam Construction Pvt. Ltd.

Richitra Ranjan Das
Director

[Handwritten signature]

PARTITION PLAN OF R.S DAG NO -1315,1315/1512,1311,1312, L.R DAG NO - 1600 , 1599, 1597, 1598 ,L.R KHATIAN NO - 2911 , 6775 , 5385 J.L NO -9, MOUZA BALLY WARD NO - 6 , MAHALLA - BORALGOLI , UNDER HOOGHLY CHINSURAH MUNICIPALITY P.S CHINSURAH, DIST HOOGHLY

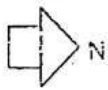
PORTION A
OWNERS NAME JAGAMOHAN BORAL

R.S DAG NO L.R DAG NO AREA OF LAND
1315, 1315/1512 1600 0.077 ACRE

L.R KHATIAN NO 6825 GRAGE = 100 SFT.

SHOWN THUS

COVD. AREA - 903 SFT



SEN CO.

SEN CO.

HOLD OF
JAGANNATH DEY
& OTHERS

HOLD OF
SAHADEB SEN



PORTION B
OWNERS NAME NANDITA BORAL

R.S DAG NO L.R DAG NO AREA OF LAND
1315 1599 0.011 ACRE
1312 1598 0.013 ACRE
1311 1597 0.05 ACRE

L.R KHATIAN NO 6775

PORTION B
OWNERS NAME SANDIPTA BORAL

R.S DAG NO L.R DAG NO AREA OF LAND
1315 1600 0.011 ACRE
1312 1598 0.013 ACRE
1311 1597 0.05 ACRE

L.R KHATIAN NO 5385

COVD. AREA - 900 SFT

SHOWN THUS

GRAGE = 100 SFT.



BORAL PARA ROAD

SIGNATURE OF OWNER

Jagamohan Boral
Nandita Boral
Sandipta Boral

SIGNATURE OF DEVELOPER

Satyam Construction Pvt. Ltd.
Rishikesh Raju D.
Director

TRACE BY

Somnath Sarkar
Registered Planner, Surveyor, Estimator
Hooghly Chinsurah Municipality
Reg. No. 65(18-19) Dated 27/10/18

BETWEEN

“SATYAM CONSTRUCTION PRIVATE LIMITED” a private limited company registered under section 18 (1) (A) of the companies act 1956 bearing (P.A.N. AARCS3759E), having Regd. Office ‘Akash Apartment’ 1st Floor, Gopalpur, P.O. Asansol- 4, P.S. Asansol (South), District Burdwan represented by its Director SHRI Bichitra Ranjan Das , Son of Late Brajendra Lal Das , of 434 Sarat Sarani, Olaichanditala, P.O. & Dist. Hooghly-712103 (**PAN ACUPD8323P**) hereinafter referred to as collectively **“DEVELOPER”** (which terms of expression shall unless excluded by or repugnant subject to the context to deemed to mean and include its/his/her/their heirs, executors, legal representatives and/or assign) of the **FIRST PART.**

A N D

SRI JAGAMOHAN BORAL, (PAN NO. AIBPB3948B, AADHAR NO. 6252 0239 9626) son of Late Shyamdas Boral, Indian Inhabitant, by religion Hindu, by profession Business, presently is residing at Near Friends Library, Boral Para, Boralgali, and Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, West Bengal, Pin Code 712103, hereinafter called as **“LAND OWNER”** (which expression shall unless executed by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

A N D

(1) SMT. NANDITA BORAL, (PAN NO. AGVPB3838Q, AADHAR NO. 2337 7923 3617) wife of late Krishna Das Boral (declared as Civil death), Indian Inhabitant, by religion Hindu, by profession Business,
(2) SRI SANDIPTA BORAL, (PAN NO. AMRPB3308H, AADHAR NO. 363025258304) son of late Krishna Das Boral (declared as Civil death), Indian Inhabitant, by religion Hindu, by profession Business, both are residing at Near Friends Library, Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, West Bengal, Pin Code 712103, hereinafter jointly called as **“LAND OWNER”** (which expression shall unless executed by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

HISTORY OF TITLE OF
SRI JAGAMOHAN BORAL, "SECOND PART"

WHEREAS the Schedule property, which is situated at Boralpara, Boralgali, Post. & Dist. Hooghly, P.S. Chinsurah, Mohalla-Boral Para, Ward No. 6 of Hooghly-Chinsurah Municipality, under Mouza-Bally, J.L. No. 9, previously belonged to one **Benay Bhusan Boral**, son of late Rishikesh Boral, who acquired by way of **(i)** Registered Patta Deed (Mokrari Settlement) being No. **456 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 67 to 68, registered with Sub-registry office Hooghly, on 05/03/1934, for an area of more or less **25 Hand X 9** of Hand length, from Mohar Lal Sen, **(ii)** Registered Sale Deed being No. **132 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 8 to 9, registered with Sub-registry office Hooghly, on 26/05/1934, for an area of more or less **1.5 Katha**, from Sri Netai Ghosh, **(iii)** Registered Sale Deed being No. **1711 of 1937**, recorded in Book No. I, Volume No. 30, Pages from 272 to 273, registered with Sub-registry office Hooghly, on 15/09/1937, for an area of more or less **1/o Bigha**, from

Sri Monmatha Nath Dey, respectively. After acquiring the aforesaid property said Benay Bhusan Boral, son of late Rishikesh Boral, and he was enjoying his right title and interested also mutated his name in the revision settlement records under Khatian No. 1206, 1207, 1208 & 1545 respectively.

AND WHEREAS said Benay Bhusan Boral, son of late Rishikesh Boral, had gifted to his son → Sri Shyamdas Boral, by way of Registered Gift Deed being No. **729 of 1960**, recorded in Book No. I, Volume No. 8, Pages from 175 to 178, registered with D.S.R., Hooghly, on 03/02/1960, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206 & 1207, R.S. Dag No. 1315 and 1315/1512, for an area of more or less **0.078 Sahasransha**, out of 0.143 acre.

AND WHEREAS after acquiring the Schedule property by way of aforesaid deeds said Shyamdas Boral, son of late Benay Bhusan Boral, mutated his name in the records of the concern B.L. & L.R.O. and paying Govt. Rent (Khajna) to concern authority and was enjoying his possession and right peacefully without any hinderances from any corner.

AND WHEREAS said Shyamdas Boral, son of late Benay Bhusan Boral, during his owning and possessing gifted the Schedule property to his son → Sri Jaga Mohan Boral, by way of Registered Gift Deed being No. **990 of 1992**, recorded in Book No. I, Volume No. 13, Pages

12479/18
from 43 to 46, registered with A.D.S.R., Hooghly, on 24/02/1992, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206 & 1207, R.S. Dag No. 1315 & 1315/1512, corresponding to L.R. Dag No. 1600, for an area of more or less **0.078 Sahasransha**, or more or less **04 Katha 14 Chittacks 0 Sq. ft.**

AND WHEREAS after acquiring the Schedule property by way of aforesaid deed said Sri Jaga Mohan Boral, son of late Shyamdas Boral, mutated his name in the records of the concern B.L. & L.R.O. under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Holding No. 25/99/92, **L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral)** for an area of more or less **0.077 Sahasransha**, under R.S. Dag No. **1315 corresponding to L.R. Dag No. 1600**, Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Dist. Hooghly, who also recorded his name from concern B.L. & L.R.O. Mogra-Chinsurah Block and Hooghly-Chinsurah Municipality and paying Govt. Rent (Khajna) and municipal taxes to concern authorities and enjoying his possession and right peacefully without any hinderances from any corner.

AND WHEREAS as per the records of concern **B.L. & L.R.O.**, Mogra-Chinsurah Block, the Developer herein, with the intention to Develop over the Schedule Property of said Jaga Mohan Boral, the present owner, has inspected as per owner(s) proposal the landed property with building, Title Deeds, Documents, Rent Receipts, Tax Receipts, Nature of land and other papers and being fully satisfied by an approach of the present owner of the Schedule Property, to develop the same situated at Boralpara, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Holding No. 25/99/92, **L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral)** for an area of more or less **0.077 Sahasransha**, under R.S. Dag No. **1315 corresponding to L.R. Dag No. 1600**, Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Dist. Hooghly, more fully described in the Schedule below.

AND WHEREAS the Land owners and Developer hereto with an intention to Develop the aforesaid property, **on physical measurement and verification**, by both the parties hereto, it has found and detected the actual area of property of the present owners stands as follows:-

| Name of the owner | R.S. Dag No. | L.R. Dag No. | Area of property |
|-------------------|--------------------|--------------|-------------------|
| Jagamohan Boral | 1315, 1315/1512 | 1600 | 0.077 Sahasransha |

10.11.18

HISTORY OF TITLE OF
NANDITA BORAL & SANDIPTA BORAL "THIRD PART"

WHEREAS the Schedule property, which is situated at Bally, Boralgali, Post. & Dist. Hooghly, P.S. Chinsurah, Mohalla-Boral Para, Ward No. 6 of Hooghly-Chinsurah Municipality, under Mouza-Bally, J.L. No. 9, previously belonged to one **Benay Bhusan Boral**, son of late Rishikesh Boral, who acquired by way of **(i)** Registered Patta Deed (Mokrari Settlement) being No. **456 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 67 to 68, registered with Sub-registry office Hooghly, on 05/03/1934, for an area of more or less **25 Hand X 9** of Arms/Hand length, from Mohar Lal Sen, **(ii)** Registered Sale Deed being No. **132 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 8 to 9, registered with Sub-registry office Hooghly, on 26/05/1934, for an area of more or less **1.5 Katha**, from Sri Netai Ghosh, **(iii)** Registered Sale Deed being No. **1711 of 1937**, recorded in Book No. I, Volume No. 30, Pages from 272 to 273, registered with Sub-registry office Hooghly, on 15/09/1937, for an area of more or less **1/o Bigha**, from Sri Monmatha Nath Dey respectively. After acquiring the aforesaid property said Benay Bhusan Boral, son of late

Rishikesh Boral, and he was enjoying his right title and interested also mutated his name in the revisional settlement records under Khatian No. 1206, 1207, 1208 & 1545 respectively.

AND WHEREAS said Benay Bhusan Boral, son of late Rishikesh Boral, gifted to his son → Sri Haraprasanna Boral, by way of Registered Gift Deed being No. **728 of 1960**, recorded in Book No. I, Volume No. 8, Pages from 171 to 174, registered with D.S.R., Hooghly, on 03/02/1960, **(i)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206, R.S. Dag No. 1315 and Sabek Khatian No. 1207, R.S. Dag No. 1315/1512 for an area of more or less **.044 Sahasransha**, out of .143 acre, **(ii)** under Sabek Khatian No. 1208, R.S. Dag No. 1312 for an area of more or less **026 Sahasransha**, out of .143 acre, and **(iii)** under Sabek Khatian No. 1545, R.S. Dag No. 1311/1570, for an area of more or less **.010 Sahasransha**, out of .143 acre. Total area of gifted property is = **0.080 Sahasransha**.

AND WHEREAS after acquiring the aforesaid property, said Haraprasanna Boral, son of late Benay Bhusan Boral, gifted to his son → Sri Krishna Das Boral, by way of Registered Gift Deed being No. **711 of 1993**, recorded in Book No. I, Volume No. 12, Pages from 15 to 20, registered with A.D.S.R., Hooghly, on 04/03/1993, **(i)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206, R.S. Dag No. 1315 and Sabek Khatian No. 1207,

R.S. Dag No. 1315/1512, for an area of more or less **0.044 Sahasransha**, out of .143 acre, **(ii)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1208, R.S. Dag No. 1312 for an area of more or less **0.026 Sahasransha**, out of .143 acre, **(iii)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1545, R.S. Dag No. 1311/1570, for an area of more or less **0.010 Sahasransha**, out of .143 acre. Total area of gifted property is = **0.080 Sahasransha**.

AND WHEREAS said Krishna Das Boral, son of late Haraprassana Boral, residing at Bally, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, who went missing since 26/12/1994. On 31/12/1994 Smt. Nandita Boral, wife of Krishna Das Boral, lodged a missing diary before the officer in charge of Chinsurah Police Station, Hooghly, but no trace could be made in this regard.

AND WHEREAS subsequently, said Nandita Boral, wife of Krishna Das Boral, filed a **Title Suit being No. 123 of 2006** before the Learned Civil Judge (Junior Division) 1st Court Hooghly, praying for declaration of Civil Death of her husband namely Krishna Das Boral.

AND WHEREAS by an order dated 12/12/2006 passed by Learned Civil Judge (Junior Division) 1st Court, Hooghly, was declared civil death of Krishna Das Boral, husband of Nandita Boral & father of Sri Sandipta Boral, and son of late Haraprassana Boral.

AND WHEREAS the aforesaid property, which had gifted by Haraprassana Boral to his son Krishna Das Boral, devolved undivided property as equal share among **(i) Nandita Boral and (ii) Sandipta Boral**, as the legal heirs of the property of Krishna Das Boral, as per law of succession, since deceased, declared as Civil Death, and accordingly they mutated their names from the concern B.L. & L.R.O. and Municipality in the record of right and has been paying Khajna (Govt. Rent) and taxes to Hooghly-Chinsurah Municipality by enjoying their rights and possession without any hinderances from any corner.

AND WHEREAS the owners of the schedule property approached the named Developer Company for the development of their joint party and for that supplied the relevant papers namely Title Deeds, Documents, Rent Receipts, Tax Receipts, Nature of land and other papers and on being satisfied, agreed for the same and further asked to handover the said original connected papers of the properties by way of constructing a multi-storied residential building with nos of flats for sale which is situated at Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, under Mouza - Bally, J.L. No. 9, L.R. Khatian No. 5385 **(in**

Bor

the name of Nandita Boral), R.S. Dag No. 1570, comprising to L.R. Dag No. 1597 (Area 0.005 Sahasransha), R.S. Dag No. 1312 comprising of L.R. Dag No. 1598 (Area 0.013 Sahasransha), R.S. Dag No. 1512 comprising of L.R. Dag No. 1599 (Area 0.022 Sahasransha), under P.S. Chinsurah, Ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla-Boral Para, Holding No. 137/98/91, Dist. Hooghly, more fully described in the Schedule below.

A N D

under Mouza - Bally, J.L. No. 9, L.R. Khatian No. 6775 (in the name of Sandipta Boral), R.S. Dag No. 1570, comprising to L.R. Dag No. 1597 (Area 0.005 Sahasransha), R.S. Dag No. 1312 comprising of L.R. Dag No. 1598 (Area 0.013 Sahasransha), R.S. Dag No. 1512 comprising of L.R. Dag No. 1599 (Area 0.022 Sahasransha), under P.S. Chinsurah, Ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla-Boral Para, Holding No. 137/98/91, Dist. Hooghly, more fully described in the Schedule below.

AND WHEREAS being satisfied with the properties the Land owners and Developer hereto with an intention to Develop the aforesaid property, on physical measurement and verification, by both the parties hereto, it has found and detected the actual area of property of the present owners stands as follows :-

| Name of the owner | R.S. Dag No. | L.R. Dag No. | Area of property |
|-------------------|--------------|--------------|--------------------------|
| Nandita Boral | 1570 | 1597 | 0.005 Sahasransha |
| Nandita Boral | 1312 | 1598 | 0.013 Sahasransha |
| Nandita Boral | 1512 | 1599 | 0.011 Sahasransha |
| | | Total → | 0.029 Sahasransha |

| Name of the owner | R.S. Dag No. | L.R. Dag No. | Area of property |
|-------------------|--------------|--------------|--------------------------|
| Sandipta Boral | 1570 | 1597 | 0.005 Sahasransha |
| Sandipta Boral | 1312 | 1598 | 0.013 Sahasransha |
| Sandipta Boral | 1512 | 1599 | 0.011 Sahasransha |
| | | Total → | 0.029 Sahasransha |

Total Area of land 0.058 Sahasransha (0.029 + 0.029)

Now Sri Jaga Mohan Boral, son of late Shyamdas Boral, is the present recorded owner and possessor of the "A" Schedule Property and (1) Smt. Nandita Boral, wife of late Krishna Das Boral (declared as Civil



death), & (2) Sri Sandipta Boral, son of late Krishna Das Boral (declared as Civil death), are the present recorded owners and possessors of the **"B" Schedule Property**, which have got the clear and marketable title and now they jointly want to make new multi-storied building over the "A" Schedule & "B" Schedule property by way of **joint venture** with a reputed financially sound developer and decided to handover the property to Satyam Construction Pvt. Ltd for necessary development.

AND WHEREAS the aforesaid Land Owner Sri Jaga Mohan Boral is absolutely seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land under **Mouza - Bally**,

J.L. No. 9, L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral), R.S. Dag No. 1315 corresponding to **L.R. 1600**, for an area of land → **0.077 Sahasransha**, Nature of land **"Bastu"**, **TOGETHER WITH** single storied pucca building twenty five years old of **900 Sq. ft.**, with Cemented floor, more fully described in "A" Schedule property hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the aforesaid Land Owners Smt. Nandita Boral & Sri Sandipta Boral are absolutely seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of actual measured land under **Mouza - Bally, Holding no 98/91, J.L. No. 9**, Sabek Khatian No. 3436 (in the name of Haraprasanna Boral) which has divided in two Khatians i.e,

(i) L.R. Khatian No. 5385 (in the name of Nandita Boral) as follows :-
R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha
Total undivided Area of land → **0.029 Sahasransha**

A N D

(ii) L.R. Khatian No. 6775 (in the name of Sandipta Boral) as follows :-
R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha
Total undivided Area of land → **0.029 Sahasransha**

Total undivided area of land more or less **0.058 Sahasransha**, or more or less **03 Katha 08 Chittacks 06 Sq. ft.**, Nature of land **"Bastu"**, **TOGETHER WITH** single storied pucca building twenty five years old of **900 Sq. ft.**, with Cemented floor, more fully jointly described in "B"

Schedule property hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS all the aforesaid **2 (Two) Sets of Land Owners** namely Jagamohan Boral and Nandita Boral & Sandipta Boral decided to construct multi-storied building over the "A" Schedule and "B" Schedule Property as well as considering the want of sufficient fund and they have decided to make construction of new multi-storied building on the "A" Schedule and "B" Schedule Property by appointing Satyam Construction Pvt. Ltd. Regd. Office 'Akash Apartment' 1st Floor, Gopalpur, P.O. Asansol- 4, P.S. Asansol (south), District Burdwan and having Local Office at "Satyam Residency" 426, Sarat Sarani, PO. & Dist: Hooghly, Pin - 712 103 as Developer, who at their own cost and responsibility shall make / complete the construction work as per plan to be sanctioned by the Hooghly-Chinsurah Municipality and for investment of land or as a consideration of "A" Schedule and "B" Schedule Owner(s) shall get the Schedule "C" for G+3 construction as mentioned below.

AND WHEREAS considering the good-will and creditability of the Developer, the Land Owners approached to the Developer for making construction of Multi-storied building over the "A" Schedule and "B" Schedule Property by demolishing the old existing construction there from at their own cost and the Developer, mentioned below, considering the bonafide approach has agreed to accept of the proposal of the Land Owners and also has agreed to make construction of Multi-storied building over the "A" Schedule & "B" Schedule Property subject to condition that one Registered Development Power of Attorney is to be executed confirming all power to the Developer company and or its nominated person(s) of the Developer and also agreed on the terms and conditions as mentioned below and both the parties accept the said terms and conditions and for avoid future litigations and complications the parties named above have agreed to execute the Deed of Agreement / Development or Construction Agreement on the following terms and conditions has agreed to develop the said land and on demolishing of the existing structures to construct a Multi-storied building with apartments or Flats system with joint venture and the object of selling such apartments or Flats to prospective purchaser or purchasers.

NOW THIS DEED OF AGREEMENT / DEVELOPMENT OR CONSTRUCTION AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY AND BETWEEN THE PARTIES as follows :-



DEFINATION: Unless there is any repugnant to the subject or context the following terms will have the meaning assign to them:-

LAND OWNERS : (i) Sri Jaga Mohan Boral, son of late Shyamdas Boral, (ii) Smt. Nandita Boral, wife of Krishna Das Boral (Declare as Civil Death), (iii) Sri Sandipta Boral, son of Krishna Das Boral (Declare as Civil Death), and their heirs, executors, administrator and legal representative(s) assigns.

DEVELOPER : "SATYAM CONSTRUCTIONS PVT. LTD." represented by its Director **SRI BICHITRA RANJAN DAS**, S/o, Late Brajendralal Das, and its Share holders and its successors and successor-in-office and assign.

PROJECT : Shall mean and include the work of the Development undertaken to be done by the Developer firms in terms of this Agreement till the development of the said premises is completed and the possession of the completed unit(s) in habitable condition is given to the all unit Owner(s) with registration (registration cost shall be borne by the flat purchaser(s)) .

PREMISES : Shall mean and include the 'Said Property' as fully described in the "A" Schedule and "B" Schedule written herein below which is situated at Boralpara, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, PIN-712103.

BUILDING : Shall mean multi storied building consisting of residential flats, car parking spaces, etc. to be constructed according to the plan including any modification and/or addition thereof sanctioned by Hooghly-Chinsurah Municipality from time to time and to be constructed on the "Said Property" more fully and specifically described in the "A" Schedule, & "B" Schedule, written hereunder situated at Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, where the new building or buildings to be constructed named as "**ELINA TOWER**".

COMMON FACILITIES AND AMENITIES : shall includes corridors, hallway, stairways, staircase, passage-ways, common lavatories, sewerage connection, water passing drains, pump room, submersible, tube wells, underground water reservoir, overhead water tank, water pump, lift, latrine, toilet and its landing (as per municipal regulation), motor and other facilities which may be mutually agreed upon

between the parties and required for establishment, location, enjoyment, provisions, maintenance and management of building, etc.

LAND OWNERS ALLOCATION (upto G+3) construction: Shall mean the total area of land is **0.135 acre** as follows:- (i) Sri Jaga Mohan Boral = 0.077 acre + (ii) Smt. Nandita Boral = 0.029 acre + (iii) Sri Sandipta Boral = 0.029 acre.

[(i) For Jagamohan Boral – He shall get a 3BHK flat Built up area of approx. 995 Sqft on the 2nd floor, South east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under his respective flat of approx 135 Sqft and a consideration of amount of Rs. 28,94,000/- (Twenty Eight Lakh Ninety Four Thousand Only).

(ii) For Nandita Boral & Sandipta Boral shall get a 3BHK flat (Jointly) Built up area of approx. 955 Sqft on the 2nd floor, North east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under their respective flats of approx 135 Sqft and a consideration of amount of Rs. 17,48,000/- (Seventeen Lakh Forty Eight Thousand only). Equally divided by Smt. Nandita Boral & Sri. Sandipta Boral]

LAND OWNERS ALLOCATION (FOR 4TH FLOOR) CONSTRUCTION:

In case Developer able to get sanction for Forth floor construction from Hooghly Chinsurah Municipality as per their norms. In that case as a consideration of “A” Schedule and “B” Schedule property land Owner(s) will get a consideration of amount as follows:

- a) Jagamohan Boral shall get further consideration of amount of Rs. 10,08,000/- (Ten Lakh Eight Thousand only)
- b) Nandita Boral & Sandipta Boral shall get further consideration of amount of Rs. 7, 60, 000/- (Seven Lakh Sixty Eight Thousand Only) (Equally divided by Smt. Nandita Boral & Sri. Sandipta Boral i.e., Smt. Nandita Boral – Rs. 3, 80,000/- (Three Lakh eighty thousand only) & Sri. Sandipta Boral – Rs. 3,80,000/- (Three Lakh eighty thousand only))

All amount shall be paid within the tenure of 30 months from the date of sanction of building plan by Hooghly Chinsurah Municipality and /or start of Earth Excavation work whichever is later as per the schedule given below:-

Payment Schedule of Jagamohan Boral

- a) At the time of Registration of Deed of Development or Construction Agreement – Rs. 10,00,000/- (Ten lakhs only) paid Vide Cheque no

025723 dated 05/10/2018 drawn on Allahabad Bank , Pipulpati Branch, Hooghly.

- b) After entire completion of Second Floor Work shall be paid – Rs. 8,00,000/- (Eight Lakhs Only)
- c) After entire completion of Third Floor Work shall be paid – Rs. 10,94,000/- (Ten lakhs Ninety Four Thousand Only)
- d) For 4th Floor consideration after the sanction of plan by HCM and entire completion of 4th Floor Construction including all fixture and fittings , a consideration of amount of Rs. 10,08,000/- (Ten lakh eight thousand only) shall be paid.

Total Amount of Rs. 39,02,000/- (Thirty nine lakh two thousand only)

Payment Schedule of Nandita Boral & Sandipta Boral (Equally Divided)

NANDITA BORAL

- a) At the time of Registration of Deed of Agreement – Rs. 5,00,000/- (Five Lakh Only) paid Vide Cheque no 025724 dated 05/10/2018 drawn on Allahabad Bank, Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid – Rs. 2,00,000/- (Two Lakh Only)
- c) After entire completion of Third Floor Work shall be paid – Rs. 1,74,000/- (One Lakh Seventy Four Thousand Only)
- d) For 4th Floor consideration after the sanction of plan by HCM and entire completion of 4th Floor Construction including all fixture and fittings, a consideration of amount of Rs. 3,80,000/- (Three Lakh Eighty Thousand Only) shall be paid.

Total Amount of Rs. 12,54,000/- (Twelve Lakh Fifty Four Thousand Only)

SANDIPTA BORAL

- a) At the time of Registration of Deed of Agreement – Rs. 5,00,000/- (Five Lakh Only) paid vide Cheque no 025725 dated 05/10/2018 drawn on Allahabad Bank, Pipulpati Branch, Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid– Rs. 2,00,000/- (Two Lakh Only)
- c) After entire completion of Third Floor Work shall be paid– Rs. 1,74,000/- (One Lakh Seventy Four Thousand Only)
- d) For 4th Floor consideration after the sanction of plan by HCM and entire completion of 4th Floor Construction including all fixture and



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fittings, a consideration of amount of Rs. 3,80,000/- (Three Lakh Eighty Thousand only) shall be paid.

Total Amount of Rs. 12,54,000/- (Twelve lakh Fifty Four thousand only)

The Land Owners allocation and Developer allocation have been clearly & more fully described in the "**C**" Schedule and "**D**" Schedule written herein below TOGETHER WITH proportionate share of the 'Land beneath ' along with all common services amenities and facilities thereof as will be available and given to the all other unit holders of the building.

Developer will be at liberty to any sorts of transfer, like Sale, Mortgage, Gift etc. of the said flat to any identified person of Developer hereto. In future the Land Owners will not raise any demand or claim of any other flat/portion excluding their allotted

DEVELOPER'S ALLOCATION: Shall mean the remaining entire portion after the owner(s) allocation i.e., One 3BHK flat of approx. 995 Sqft Built up Area on the 2nd Floor of South East Corner along with garage of approx 135 Sqft on the ground floor for Jagamohan Boral and one 3BHK flat of approx. 955 Sqft on the 2nd Floor of North East Corner along with garage of approx. 135 Sqft on the ground floor for Nandita Boral & Sandipta Boral (Jointly) in the proposed building would be constructed by the Developer in the "A" Schedule & "B" Schedule Property hereunder after allocation made to the Land owners including proportionate share of land and common facilities of the building on the Said Property. The Developer will have the right to sell or any sorts of transfer of Developer's allocation to any intending purchaser/s or any person, save and except the Owners allocation mentioned herein above. The Developer's allocation is fully described in the "**D**" Schedule written herein below.

ARCHITECT: Shall mean whom the Developer may appoint, from time to time, as the Architects for the proposed multi-storied Building.

ASSOCIATION : Shall mean a limited company or society or syndicate or association to be promoted and formed by the Developer and/or the Co-Owners for the common purposes.

THE LAND OWNERS DECLARE AS FOLLOWS :

- a) That they are absolutely seized and possessed of and / or well and sufficiently entitled to the entire said property.



- b) That the entire said property is free from all sorts of encumbrances and the Land Owners have a marketable title and full possession right & interest in respect of the said property.
- c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts acquisition, requisitions whatsoever or whosoever.
- d) That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act 1976.
- e) That there is no legal impediment for the Land Owners to obtain the certificate under section 230 (A) (1) of the Indian Income Tax Act 1962.

TERMS & CONDITIONS :

1. This Developer's Agreement for Development and construction is being made on the express understanding that the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer and this Agreement shall be deemed to have commenced on and with effect from the date, month and year first above written.
2. The Developer hereby agrees and undertakes to obtain necessary sanctions and permission for constructing a multi-storied building on the said land after demolishing the existing building thereon on behalf of the Land Owner(s).
3. The Land Owners hereby grants exclusive right to the Developer for construction of new multi storied building/s and will hand over the Original all relevant deeds, tax receipt, settlement records, ground rent receipts, R.S. & L.R.R.O.R. upto date rent receipts to the Developer.
4. The Land Owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the "A" Schedule Property as single Land Owner and "B" Schedule property as joint owners with free from all encumbrances having marketable title thereof and without receiving any notice for acquisition and requisition from any authority having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976) and being not attached with any suit decree or order of any Court of Law or due to Income Tax or Revenue or any Public Demand Whatsoever. In spite of that if there is any title dispute in respect

