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### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 27<sup>th</sup> Day of February  
TWO THOUSAND AND SEVENTEEN (2017).

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তারিখ 31.01.17 নম্বর 1316

ডেজার নাম T. K. Ghosh (son)

সাকিন Seal Daha Court

স্ট্যাম্পের মূল্য 100/-

ডেজার জী Chandra Das

আমদানি এ.ডি.এস.আর অফিস  
উঃ ২৪ পরগণা

খরিদ তারিখ 09 JAN 2017

মোট স্ট্যাম্প খরিদ 150000

ট্রেজারী এয়ারসাত, ডেজার দেবাশিস সাহা

Bekhar Chatterjee



345 <sup>02</sup> 27/2/17



Boulevard Builders Pvt. Ltd.

Bekhar Chatterjee  
Director

Digitally signed by Bekhar Chatterjee  
DN: cn=Bekhar Chatterjee, o=Boulevard Builders Pvt. Ltd.

27 FEB 2017



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Digitally signed by

Boulevard Builders Pvt. Ltd.

Indhartha Gupta  
Director

**BETWEEN**

**GOURI SHANKAR CHATTERJEE**, Son of Late Ram Chandra Chatterjee, having **PAN No. AQVPC5460H**, by Faith - Hindu, by Nationality - Indian, by Occupation - Retired, residing at 52, Purna Chandra Mitra Road, Post Office - Italgacha, Police Station - Dum Dum, Kolkata - 700079, District - North 24 Parganas, hereinafter called and referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

**AND**

**M/S. BOULEVARD BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having **Pan No. AAGCB3505Q**, having its registered office at 27/4, K. B. Sarani, Police Station - Dum Dum, P.O.- Mall Road, Kolkata - 700080, District - North 24 Parganas represented by its Directors namely- (1) **SHRI SEKHAR CHATTERJEE**, Son of Late Shib Shankar Chatterjee, having **PAN No. ACOPC0359C**, by faith - Hindu, by Occupation - Business, residing at 27/4, K.B. Sarani, Police Station - Dum Dum, P.O.- Mall Road, Kolkata - 700080, and (2) **SHRI SIDDHARTHA GUPTA** son of Shri Indrajit Gupta, having **PAN No. AMVPG3231G**, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/4, R. B. C. Road, P.O. & Police Station - Dum Dum, Kolkata - 700028, in the District of North 24 Parganas hereinafter referred to and called as the "**PROMOTER/ DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-Office their heirs, executors, administrator, representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Manik Lal Pal was the lawful recorded owner in respect of a land measuring 0.87 (Eight Seven) decimals more or less in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas.

**AND WHEREAS** while in absolute peaceful possession of the said property, said Manik Lal Pal died leaving behind his three sons namely Payodhi Kumar Pal, Jaladhi Kumar Pal and Baridhi Kumar Pal as his only legal heirs and successors to inherit the property left by Manik Lal Pal.

**AND WHEREAS** said Baridhi Kumar Pal died intestate leaving behind his mother Indu Bala Debi as his only legal heir.

**AND WHEREAS** said Indu Bala Debi, Payodhi Kumar Pal and Jaladhi Kumar Pal became the joint owners of the said land admeasuring 0.87 (Eight Seven) decimals more or less in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas.

**AND WHEREAS** by a Deed of Partition dated 15<sup>th</sup> February, 1944, registered with Sub Registrar, Cossipore, Dum Dum, recorded in Book No. 1, Volume No. 6, Pages 262 to 271, being No. 255 for the year 1944, the land admeasuring 0.87 (Eight Seven) decimals more or less comprised in Dag No. 469, in Mouza - Badra, under Khatian No. 91, presently recorded under R.S. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas, was divided amongst Indu Bala Devi, Payodhi Kumar Pal and Jaladhi Kumar Pal.

**AND WHEREAS** after such partition the said Payodhi Kumar Pal duly mutated his name in the record of local Dumdum Municipality and paying taxes regularly.

**AND WHEREAS** said Payodhi Kumar Pal by a Registered Deed of Conveyance dated 18<sup>th</sup> June, 1966, registered at the Office of Cossipore, Dumdum and recorded in Book No. 1, Volume No. 86, Pages 42 to 45, being No. 5491 for the year 1966, sold and transferred and conveyed the land admeasuring 03 (Three) cottahs 8 (Eight) chittack more or less in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S./L.R. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas, to Sri. Gouri Shankar Chatterjee.

**AND WHEREAS** after such purchase the said Shri Gouri Shankar Chatterjee duly mutated his name in the record of local Dumdum Municipality and paying taxes regularly.

**THUS** Sri Gouri Shankar Chatterjee, the owner herein physically acquired a plot of land measuring 03 (Three) cottahs 08 (Eight) chittack more or less together with one storied building which is more fully described in the **Schedule** and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever by paying usual rents

and taxes to the proper authorities concerned in his own name as the absolute owner and possessor and have the absolute power of ownership and also power to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper.

**AND WHEREAS** the owner herein intended to construct multi-storied building comprised of several residential / ownership flats, shops, car parking spaces on the aforesaid property according to the sanctioned plans of the Dumdum Municipality. But due to lack of experience in construction line, non availability of time and paucity of fund, the owner herein is in search of a well reputed Developer to develop the said property.

**AND WHEREAS** on hearing such intention of the owner and also relying on the above representations made by the owner herein, the developer hereto having good and valuable reputation in the market approached the owner expressing its intention to develop the said property containing a land measuring 03 (Three) cottahs 8 (Eight) chittack more or less together with one-storied building lying in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S/L.R Khatian No. 312, Police Station - Dumdum, Ward No. 1, within the local limits of Dumdum Municipality, being Municipal Holding No. 52, Purna Chandra Mitra Road (Badra), Kolkata - 700 079, under A.D.S.R.O. Cossipore Dumdum, in the District North 24 Parganas more fully described in the **Schedule** hereunder written and hereinafter referred to as the "**SAID LAND/DEMISED LAND**" and / or "**SAID PROPERTY**" at its own costs and expenses in accordance to the building plan to be sanctioned by the competent authority in the name of the present owner herein, and / or any revised plan or plans to be prepared by the developer at its sole discretion thereof.

Now the parties herein to avoid any and/or all litigations and complications in future have agreed to enter into this Agreement under the Terms and Conditions appearing hereunder.

The owner herein is entitled to receive non refundable sum of **Rs. 5,00,000/-** (Rupees Five Lakh) only. Out of the said sum of Rs. 5,00,000/- (Rupees Five Lakhs), **Rs. 1,00,000/-** (Rupees One Lakh) only to be paid to the owner herein at the time of execution of this development agreement and the balance amount of Rs 4,00,000/- (Rupees Four Lakh) only to be paid at the time of first

floor roof casting and the owner herein shall also receive one **North facing** (two and a half bedroom) flat on top floor admeasuring 600 sq.ft. covered area including proportionate stair and lift area (i.e. 600 sq.ft. built up area) and one south facing three bedroom flat on second floor admeasuring 850 sq. ft. covered area including proportionate stair and lift area (i.e. 850 sq.ft built up area) and one south facing three bedroom flat on third floor admeasuring 850 sq. ft. covered area including proportionate stair and lift area (i.e. 850 sq.ft. built up area) of the multi-storied building.

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

### **ARTICLE - I : DEFINITIONS**

Unless it is repugnant to or inconsistent with the context, in these presents:-

1. **LANDOWNER** shall mean the above owner / landlord and his heirs, successors, executors, administrators, legal representatives and assigns.
2. **DEVELOPER** shall mean the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its success-in-Office.
3. **THE PROPERTY** shall mean **ALL THAT** piece and parcel of land measuring 03 (Three) Cottahs 8 (Eight) chittack more or less together with one-storied building lying in Mouza - Badra, comprised in Dag No. 469, Khatian No. 91, presently recorded in R.S./E.R. Khatian No. 312, Police Station - Dumdum, Ward No. 1, within the local limits of Dumdum Municipality, being Municipal Holding No. 52, P.C. Mitra Road (Badra) , Kolkata - 700 079, under A.D.S.R.O. Cossipore Dum Dum, in the District North 24 Parganas more fully described in the Schedule hereunder written.
4. **THE BUILDING** shall mean multi-storied building consisting of several residential flats, shops, car parking space to be constructed upon the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the Dumdum Municipality at the cost of the Developer.
5. **UNITS** shall mean the partly and/or wholly constructed flat /apartment

shop room in the building which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be. .

6. **PROPORTIONATE OR PROPORTIONATE PORTION** or proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the OWNER.
7. **THE COMMON PORTION** shall mean and include the common portion to be created for convenience of the intending purchaser/s and/or lawful occupiers.
8. **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect or Architects during the mean time of construction of the proposed building or process or progress whatsoever as may be appointed by the developer and the cost of which will be borne by the Developer.
9. **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlord's portions.
10. **UNDIVIDED SHARE** shall mean the undivided variable and impartable proportionate share on the land attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
11. **BUILDING PLAN** shall mean the plan as shall be caused to be sanctioned by the Dumdum Municipality in the name of the owner and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Dumdum Municipality.
12. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer of undivided proportionate share of land in multi-storied building to purchaser thereof by execution and registering Deed or Deeds of Conveyance in accordance with the provisions of law in this behalf by

the owner in favour of the purchaser on receipt of consideration.

13. **TRANSFEREES** shall mean the person or persons, firm, limited company or association to whom any space in the building has been transferred.
14. **TRANSFEROR** shall mean the owner and the Developer herein.
15. The word importing singular shall include plural and vice versa.
16. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 27<sup>th</sup> day of February, 2017 A.D. between the owner and the Developer in respect of **SCHEDULE "A"** property and construction of building thereon with terms and conditions embodied herein detailed.

#### **ARTICLE - II : COMMENCEMENT**

This agreement shall be deemed to have commenced on and from the date of execution of these presents.

#### **ARTICLE - III : OWNER'S RIGHT AND REPRESENTATIONS**

1. That excepting the owner, nobody else have any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.
2. The owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
3. The landed property is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
4. There is no excess vacant land in the said property within the meaning of the Urban Land Ceiling and Regulations Act, 1976 and the Developer is fully satisfied with the marketable title of the owner.
5. That the total area of the land comprise in the said property is 03 (Three) Cottahs 8 (Eight) Chittack be the same a little more or less together with one-storied building.
6. That the owner undertakes to hand over the peaceful and vacant



possession of the property for the purpose of raising the new construction at the said property to the Developer.

7. That the owner further undertake to execute the registered Development Power of Attorney in favour of the Developer and the landlord will give the developer all the powers required for the purpose of making such construction at his own risk and costs and to negotiate for sale and enter into agreement for sale and make registered deed, documents for registration whatsoever required for their portion.

#### **ARTICLE - IV : DEVELOPER'S RIGHT**

1. That on the power and by virtue of this agreement, the developer is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.
2. That the developer herein is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Dum Dum Municipality and entire cost shall be borne by the developer alone and after modification the developer shall again enter in a Supplementary Agreement for more specification and the developer shall be sole responsible for modification and alteration and owner has no liability for the same.
3. The Developer shall be entitled to appoint its own labour, masons, contractor, Engineer, Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the developer and all the risk and liability together with all responsibility shall remain with the developer and he will be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and handover to the prospective purchaser.
4. The developer for the purpose of raising the said construction shall have his/their absolute right to enter into any agreement for sale of flats and apartments in respect of its own allocated portion as mentioned above and to that effect and shall be entitled to receive earnest money from the

intending purchaser together with all advance thereof but at all material times the owner shall not be liable for such advance or earnest money. That the said earnest money accepted by the developer shall remain charges only with the developer and the owner allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the owner allocation for any misappropriation of any money by the developer or for any deal nor he / they shall have any right to seek any order or injunction from any court in respect of the owner allocation.

#### **ARTICLE - V : TIME**

The developer shall complete the multi-storied building within **36** months from the date of obtaining sanctioned plan and/or handing over the peaceful vacant possession of the said land by the landlord whichever is later. Time may be extended for further **12** (twelve) months under unavoidable circumstances on mutual discussion.

#### **ARTICLE - Vi :** **DEVELOPER'S RIGHT & REPRESENTATIONS**

1. The developer hereby undertake the responsibility to get the plan sanctioned from the Dumdum Municipality and start construction of the building and to complete the whole complex within **36** (thirty six) months from the date of sanctioned plan in accordance with the sanctioned plan and/or handing over the peaceful vacant possession of his premises whichever is later and within this time the developer shall provide complete possession of the owner's allocation and the time may be extended for another 12 (twelve) months from the reasons beyond the control of the developer.
2. To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/authorities concerned.
3. To bear all costs charges and expenses for construction of the building at the said premises.

**ARTICLE : VII**  
**OWNER'S SHARE AND ALLOCATION**

- A. **SPACE ALLOCATION** - shall mean in consideration of the property, the owner will get one North facing (two bedroom and one small room) flat on top floor admeasuring 600 sq. ft. covered area including proportionate stair and lift area (i.e. 600 sq.ft. built up area) and one south facing three bedroom flat on second floor admeasuring 850 sq. ft. covered area including proportionate stair and lift area (i.e. 850sq.ft built up area) and one south facing three bedroom flat on third floor admeasuring 850 sq. ft. covered area including proportionate stair and lift area (i.e 850 Sq.ft. built up area) of the multi-storied building.
- B. **CASH ALLOCATION**

Besides space allocation, the owner herein is entitled to get non refundable sum of **Rs. 5,00,000/-** (Rupees Five Lakh) only. Out of the said sum of Rs.5,00,000/- (Rupees Five Lakh) Rs 1,00,000/- (Rupees One Lakh) only to be paid to the owner herein at the time of execution of this development agreement and the balance amount of Rs 4,00,000/- (Rupees Four Lakh) only to be paid at the time of first floor roof casting.

**ARTICLE - VIII :**  
**DEVELOPER'S SHARE & ALLOCATION**

Developer's share and allocation shall mean and include ALL THAT portion (floor areas) of the said multi-storied building consisting of flats/residential/commercial space and covered and open car parking areas on the Ground Floor of the said multi-storied building which is to be allotted to the Developer as the Developer's allocation, save and except the area/flats stated in the Owner's allocation specified herein above, in accordance with the terms and conditions of this presents including the proportionate share of land and the common facilities and amenities attributable to the area to be allocated to the Developer.

**ARTICLE - IX : PROCURE**

1. The owner shall grant to the developer a registered Development Power of Attorney as may be required for the purpose of submitting the building

plan, obtaining the sanctioned of the building plan, Certificate of Completion from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser and make registered deed and documents whatsoever required of his/her portion.

2. **NOTWITHSTANDING** grant of Development Power of Attorney by the owner in favour of the Developer and delivery of possession of the said property no action of the developer under this power of attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the owner.

#### **ARTICLE - X : CONSTRUCTION**

The developer shall be solely and exclusively responsible for construction of the said building.

#### **ARTICLE - XI : BUILDING**

1. The developer shall at his/their own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time.
2. The developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tube-well, water storage tanks, overhead reservoirs, electrifications, permanent electric connection from CESC and until permanent electric connection is obtained temporary electric connection shall be provided, electrification in the building also in all the flats through concealed wiring and other facilities as are required to be provided as residential building self-contained apartment and constructed space for sell and / or residential flats and / or constructed space therein on ownership basis.
3. The developer shall at its own cost and expenses and without creating a financial or other liability on the owner construct and complete the building.

**ARTICLE - XII : COMMON FACILITIES**

1. The developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the owner.
2. After the completion of the total construction the developer and the owner including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any Security Personnel, Pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

**ARTICLE - XIII : PROCEEDING**

It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and developer of the said premises to bear all costs, charges and expenses incurred for that purpose.

**ARTICLE - XIV : DEVELOPER'S INDEMNITY**

1. The developer hereby undertake to keep the owner indemnified against all third party claim and action arising out of any parts of act or commission of the developer or relating to the construction of the building.
2. The developer hereby undertake to keep the owner indemnified against all acts, suits, costs, proceedings and claim that may arise out of the developer action without regard to the development of the said premises and /or in the matter of construction of the said building and/or defect therein.

**ARTICLE - XV : OWNER'S OBLIGATIONS**

1. The Owner doth hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction work of the said building by the developers on the said plot of land provided the terms and conditions, covenants and obligations as stated above are complied with.

2. The owner doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocated portion in the building at the said premises in favour of the intending buyer of flats /shops/garages in the said building. The owner further gives undertaking for and on behalf of his agents, servants, representatives for similar act at their own liability and responsibility.
3. The owner doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the developer on and from the date of execution of this agreement.
4. This agreement cannot be terminated by the owner in any case unless and until all the flats / shops / garages under the developer's allocation are sold out and the deed of conveyance in favor of the intending purchaser or purchasers of the developer's allocation are executed and registered if the developer shall strictly follow the terms and conditions of the agreement.
5. The owner doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the owner.
6. The owner further declare that the said property of the premises has not been subject to any notice of attachment under public demand recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.
7. That the owner herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises / land or any portion thereof at any time during the subsistence of this agreement.
8. That the owner shall handover the original title deed to the developer at the time of execution of this agreement which shall be returned back at the time of grant of the Certificate of Completion of the said multi-storied building but has to provide to the developer as and when required for after that.

9. The developer shall pay the required security deposit to the Dumdum Municipality for sanctioning of the building plan in the name of the owner. The developer shall take the refund of the same after the building is completed and the owner shall be liable to sign all documents, papers, forms etc. for getting the security deposit refunded.

#### ARTICLE - XVI : MISCELLANEOUS

1. The owner and the developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the developer and the owner or as a joint venture between the parties hereto in any manner nor shall be the parties hereto constitutes as an association or persons.
2. The owner hereby undertake to do all such act and deeds as when required by the developer for the purpose of construction of the said multi-storied building and also for dealing with developer's own allocation and the owner shall execute any additional power of attorney and/or authorization in favour of the developer and the owner also undertake to sign and execute all such additional applications and the documents as the case may be, provided that in no way there will be any infringement of any right of owner and/or against the spirit of this agreement.
3. The developer and the owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The owner has hereby agreed to abide by the rules and regulations of such management society, association, holding organization and hereby give his/her/their consent to abide by the same.
4. The name of the building shall be decided by the Developer.
5. As and from the date of the completion of the building or granting of possession whichever is earlier, the developer and/or his transferee and the owner and/or his transferee and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.
6. There is no existing agreement regarding development or sale of the said premises and that all other agreement, if any, prior to this agreement, have been cancelled.

7. All arrear Municipal Taxes and /or any other taxes like B.L. & L.R.O. Khajna before the execution of this agreement will be paid by the owner and if anything is paid by the developer that will be recovered from the owner by cash.
8. The developer shall demolish the existing structure at his own costs and expenses and shall appropriate the salvages and building materials for his own use.
9. It has been agreed upon by and between the owner and the developer that  $2/3^{\text{rd}}$  share of the roof shall always be the property of the developer and shall be under their sole use and possession control. The owner shall have no objection for the same and the rest  $1/3^{\text{rd}}$  share of the roof shall exclusively be for the owner and other flat owners of the premises.
10. At the time of signing of this agreement and execution of registered power of attorney in favour of the developer, the owner will hand over the all original documents related to the said property including original title deeds, mutation certificates, original parcha, khajna, updated payment of Municipal Tax Receipt and same will be returned to the owner at the time of obtaining the Certificate of Completion of the said multi-storied building, but all original title deeds, mutation certificates, original parcha, khajna, updated payment of Municipal Tax Receipt shall be provided to the developer as and when required by them. The developer shall issue valid receipt to the owner at the time of receiving all original documents from the owner.
11. It is agreed by both the parties that the developer will have the right to amalgamate the adjacent plot/plots for construction of multi-storied building in a complex for better rehabilitation.
12. The Owner shall be deemed to have taken possession on the date of receiving the possession letter from the developer and shall pay the maintenance charges of the building from the date of taking possession.
13. The Developer shall pay to the Owner a sum of Rs 15,000/- (Rupees Fifteen Thousand Only) by every seventh day of month on account of alternate accommodation during the subsistence of the construction work upto the date of giving possession.



14. The developer shall start to pay Rs. 5,000/- (Rupees Five Thousand) only per month out of Rs. 15,000/- (Rupees Fifteen Thousand) to the owner from the first week of the month of May, 2017.
15. The owner shall pay to the developer the required security deposit to be deposited with C.E.S.C for installing the personal meters of the owner.

**ARTICLE - XVII : FORCE MAJEURE**

1. The developer shall not be considered to any obligation hereunder to the extent that the performance of relevant obligations are prevented by the existence of force majeure and shall be suspended from the obligations during the duration of the force majeure.
2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances, election and/or any further commotion beyond the control of any of the parties.

**ARTICLE - XVIII : ARBITRATION CLAUSE**

In case of any disputes and differences by and between the owner and the developer, the same shall be referred to an Arbitrator to be nominated by both the parties and the award passed by the Arbitrator shall be final and binding upon both the parties under the provisions of Arbitration and Reconciliation Act, 1996, as amended.

**THE SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE PROPERTY HEREBY TO BE DEVELOPED)**

**ALL THAT** piece and parcel of a land measuring 03 (Three) Cottahs 8 (Eight) Chittack more or less with 250 Sq.ft. Talli Shed Structure standing thereon lying and situated in Mouza - Badra, J. L. No. 9, Re. Su. No. 74, Touzi No. 1163, comprised in C.S./R.S. Dag No. 469, Khatian No. 91, presently recorded in R.S./L.R. Khatian No. 312, under Police Station - Dum Dum, Ward No. 1, within the local limits of Dumdum Municipality, being Municipal Holding No. 52, P.C. Mitra Road, Kolkata - 700079, under A.D.S.R.O. Cossipore Dum Dum, in the District North 24 Parganas which is butted and

bounded as follows :

<b><u>ON THE NORTH BY</u></b>	:	Plot No. 5 of the said map.
<b><u>ON THE SOUTH BY</u></b>	:	Road of 12 feet.
<b><u>ON THE EAST BY</u></b>	:	Road of 11 feet.
<b><u>ON THE WEST BY</u></b>	:	Plot of Tapan Kumar Saha.

### **SPECIFICATION OF CONSTRUCTION WORK**

- 1 **STRUCTURE** :- Building designed with R.C.C. framed structure of foundation.
- 2 **BRICK WORKS** :- All brick works are with conventional bricks as 5" or 3" (inside) and all outside wall will be of 8" thickness.
- 3 **FLOORING** :- All Floor will be of marble/vitrified finish.
- 4 **KITCHEN** :- Marble flooring cooking platform with green marble, stainless steel sink and glazed tiles upto 2'-6" above the cooking platform, C.P fittings, taps etc. complete with exhaust fan hole.
- 5 **TOILET** :- Marble Floor with wall dado of Glazed tiles upto 6'-0" height with standard fittings and concealed plumbing system with ¾" PVC pipes with PVC door and CP fittings.
- 6 **DOORS** :- All doors will be of flash door and all frames will be good quality wood.
- 7 **WINDOWS** :- All windows are aluminium sliding with grill with glass fittings.
- 8 **ELECTRICAL** :- All wiring will be concealed with good quality IS MATERIALS. Following points to be provided.
  - A **Bed rooms** :- One tube light point, ONE light point, one fan point, one 5 Amp. Plug Point on switch board and one A.C. point in any two bedroom.

- B Living/Dining room :- Two light points, two fan points and two 5 Amp. Plug Point on switchboard and one 15 Amp. Plug Point for Freeze, one basin..
- C Kitchen :- One light point, One exhaust fan point, one 15 amp plug point.
- D Toilets i - Common Toilet: One shower, one mixer, one basin, one bibcock, one commod/pan, one light point and one geyser point.
- ii - Attached Toilet: One shower, one bibcock and one commod/pan.
- C Balcony :- One light point and one 5 AMP Plug Point.
- One calling bell point outside the flat's main door.
- 9 WATER SUPPLY :- Submersible pump with underground water reservoir and overhead water tank and good quality P.V.C. pipe line with pump and motor.
- 10 WALL PAINTING :- Interior wall finished with putty. Grill oil paint and outside wall will be finished with Weather Coat.
- 11 LIFT :- Lift to be installed (five persons capacity)
- 12 EXTRA WORK :- Any extra work other than standard specification to be charged extra as decided by our authorized Engineer and such amount shall be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brick work. Thereafter no request shall be entertained.

- B Living/Dining room :- Two light points, two fan points and two 5 Amp. Plug Point on switchboard and one 15 Amp. Plug Point for Freeze, one basin.
- C Kitchen :- One light point, One exhaust fan point, one 15 amp plug point.
- D Toilets i - Common Toilet: One shower, one mixer, one basin, one bibcock, one commod/pan, one light point and one geyser point.
- ii - Attached Toilet: One shower, one bibcock and one commod/pan.
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- 12 EXTRA WORK :- Any extra work other than standard specification to be charged extra as decided by our authorized Engineer and such amount shall be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brick work. Thereafter no request shall be entertained.

IN WITNESS WHEREOF the parties hereto above named set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by the OWNERS at KOLKATA in the presence of

WITNESSES

1. *Subrata Mukherjee*  
155, Jinnah Rd  
K-9-81.

*Gowri Shankar Chatterjee*

SIGNATURE OF THE OWNER

2. *Tapash Kanti Ghosh*  
*Adv.*

Boulevard Builders Pvt. Ltd.

*Bekhar Chatterjee*  
Director

Boulevard Builders Pvt. Ltd.

*Hidhartha Gupta*  
Director

SIGNATURE OF THE DEVELOPERS

Drafted and Prepared by:-

*Tapash Kanti Ghosh*  
*Adv.*  
TAPASH KANTI GHOSH ( Adv. ),  
Sealdah Court

*By no 12/15/88/1332*

MONEY RECEIPT

**RECEIVED** a sum of Rs. 1,00,000/- (Rupees One Lakh) only from the Developer being the part consideration of owner's total cash allocation of Rs 5,00,000/- as per memo below :

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cheque/Cash</u>	<u>Name of Bank with Branch</u>	<u>Amount</u>
27.02.17	685445	BOB Hem. Km. Kol-80	Rs.1,00,000.00

Rs.1,00,000.00  
=====

(Rupees One Lakh only)

WITNESSES :


















1. *Subrata...*

2. *Prakash...*

*Gowri Shankar...*

SIGNATURE OF THE OWNER

**SPECIMENT FORM FOR TEN FINGERPRINTS**

Sl No	Signature of the Executants/ Present ants					
	 <i>Gauri Shankar Choudhary</i>					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right hand)						
						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right hand)						
	 <i>Hiddertha Gupta</i>					
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right hand)						

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

GOURI SHANKAR CHATTERJI  
RAMCHANDRA CHATTERJI

01/01/1940

Permanent Account Number

AQVPC5460H

Signature

Gouri Shankar Chatterji





Bolevar Builders Private Limited  
*[Handwritten Signature]*



Siddhartha Gupta

Siddhartha Gupta.







Government of West Bengal

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



OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15060000245578/2017

L Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	GOURI SHANKAR CHATTERJEE Purna Chatterjee Road, P.O. Subarnarekha, P.S.- Dum Dum, District:-North 24 Parganas India, PIN - 700079	Land Lord			Gouri Shankar Chatterjee 27.02.17
2	Shri SETHU CHATTERJEE K.B. Saha Road, P.O. Subarnarekha, District:-North 24 Parganas India, PIN - 700079	Representative of Developer [M/S. BOULEVARD BUILDERS PRIVATE LIMITED]			Boulevard Builders Pvt. Ltd. Sethu Chatterjee 27/02/2017 Director

The Person(s) admitting the Execution at Private Residence.

Sl No.	Name of	Category	Photo	Finger Print	Signature with date
3	Shri SIDDHARTHA GUPTA Road, P.C. P.S.- Dum District -North 24 Parganas India -74	Representative of Developer [M/S. BOULEVARD BUILDERS PRIVATE LIMITED]			<i>Siddhartha Gupta</i> 27/02/2017 Director
Sl No.	Name of	Identifier	Identifier of		Signature with date
1	SUBRATA Son of Mr. MUKHOPADHYAY 155, Jessa P.S.- Alip Parganas 700011	Subratarajbari, North 24- Parganas, PIN -	GOURI SHANKAR CHATTERJEE, Shri SEKHAR CHATTERJEE, Shri SIDDHARTHA GUPTA		<i>Subrata Mukhopadhyay</i> 27/02/17

(Mohul Mukhopadhyay)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 COSSIPORE DUMDUM  
 North 24-Parganas, West  
 Bengal

Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201617-004758700-1      Payment Mode: Online Payment  
 GRN Date: 27/02/2017 13:29:12      Bank: State Bank of India  
 BRN: IK00CNQEG7      BRN Date: 27/02/2017 13:29:45

**DEPOSITOR'S DETAILS**

Name: Ashok Chowdhury      Id No.: 15060000245578/2/2017  
 Contact No.:      (Query No./Query Year)  
 E-mail:      Mobile No.: 91-9830742268  
 Address: 41, Shyamasree Path  
 Applicant Name: Mr Tapash Kanti Ghosh  
 Office Name:      **SALE**  
 Office Address:      **DE**  
 Status of Depositor: Others  
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Payment No. 2

**PAYMENT DETAILS**

Sl No	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15060000245578/2/2017	Property Registration Fee	0030-03-104-001-16	1110
2	15060000245578/2/2017	Property Registration- Stamp duty	0030-02-103-003-02	6921

In Words: Rupees Eight Thousand Thirty One only

**Total**

8031

Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201617-004758700-1

GRN Date: 27/02/2017 13:29:12

BRN: IK00CNQEG7

Payment Mode

Online Payment

Bank:

State-Bank of India

BRN Date:

27/02/2017 13:29:45

DEPOSITOR'S DETAILS

Name :

Ashok Chowdhury

Id No. : 15060000245578/2/2017

(Query No./Query Year)

Contact No. :

E-mail :

Address :

1, Shyamasree Pally

Applicant Name :

Mr Tapash Kanti Ghosh

Office Name :

Office Address :

Status of Depositor :

Others

Purpose of payment / Remarks :

SOLE Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No	Identification No	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	15060000245578/2/2017	Property Registration Fees	0030-03-104-001-16	1110
2	15060000245578/2/2017	Property Registration- Stamp duty	0030-02-103-003-02	6921
			<b>Total</b>	<b>8031</b>

In Words : Rupees Eight Thousand Thirty One only

### Major Information of the Deed

Deed No :	I-1506-01258/2017	Date of Registration	28/02/2017
Query No / Year	1506-0000245578/2017	Office where deed is registered	
Query Date	25/02/2017 3:43:47 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Tapash Kanti Ghosh Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9874072131, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set-Forth value	Market Value		
Rs. 2/-	Rs. 35,75,002/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,110/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: P.C. Mitra Road, Mouza: Badra

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Set-Forth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	RS-469	RS-312	Bastu	Bastu	3 Katha 8 Chatak	1/-	35,00,002/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
<b>Grand Total :</b>					<b>5.775Dec</b>	<b>1/-</b>	<b>35,00,002/-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Set-forth Value (in Rs.)	Market value (in Rs.)	Other Details
S1	On Land L1	250 Sq Ft.	1/-	75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>250 sq ft</b>	<b>1/-</b>	<b>75,000/-</b>	

#### Land Lord Details :

Sl No	Name Address Photo/Finger print and Signature
1	<b>GOURI SHANKAR CHATTERJEE</b> Son of Late Ram Chandra Chatterjee 52, Purna Chandra Mitra Road, P.O:- Italgacha, P.S:- Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN.No.:AQVPC5460H Status : Individual, Executed by: Self, Date of Execution: 27/02/2017 , Admitted by: Self, Date of Admission: 27/02/2017 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
	<b>M/S. BOULEVARD BUILDERS PRIVATE LIMITED</b> 27/4, K. B. Sarani, P.O.- Mall Road, P.S.- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700080 PAN No.:AAGCB3505Q Status :Organization

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri SEKHAR CHATTERJEE</b>                      Son of Late Shib Shankar Chatterjee                      Date of Execution - 27/02/2017, , Admitted by: Self, Date of Admission: 27/02/2017, Place of Admission of Execution: Pvt. Residence                 </td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>27/4, K.B. Sarani, P.O.- Mall Road, P.S.- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700080, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ACOPC0359C Status : Representative, Representative of : M/S. BOULEVARD BUILDERS PRIVATE LIMITED (as Director)</p>	Name	Photo	Finger Print	Signature	<b>Shri SEKHAR CHATTERJEE</b> Son of Late Shib Shankar Chatterjee Date of Execution - 27/02/2017, , Admitted by: Self, Date of Admission: 27/02/2017, Place of Admission of Execution: Pvt. Residence			
Name	Photo	Finger Print	Signature						
<b>Shri SEKHAR CHATTERJEE</b> Son of Late Shib Shankar Chatterjee Date of Execution - 27/02/2017, , Admitted by: Self, Date of Admission: 27/02/2017, Place of Admission of Execution: Pvt. Residence									
2	<b>Shri SIDDHARTHA GUPTA</b> Son of Late Indrajit Gupta 246/4, R. B. C. Road, P.O.- Dum Dum, P.S.- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AMVPG3231G Status : Representative, Representative of : M/S. BOULEVARD BUILDERS PRIVATE LIMITED (as Director)								

**Identifier Details :**

Name & address
<b>SUBRATA MUKHERJEE</b> Son of Shri TAPAN KUMAR MUKHERJEE 155, Jessore Road, P.O.- Rajbari, P.S.- Airport, District-North 24-Parganas, West Bengal, India, PIN - 700080, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of GOURI SHANKAR CHATTERJEE, Shri SEKHAR CHATTERJEE, Shri SIDDHARTHA GUPTA

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GOURI SHANKAR CHATTERJEE	M/S. BOULEVARD BUILDERS PRIVATE LIMITED-5.775 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	GOURI SHANKAR CHATTERJEE	M/S. BOULEVARD BUILDERS PRIVATE LIMITED-250 Sq Ft



**Endorsement For Deed Number : I - 150601258 / 2017**

On 27-02-2017

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

Presented for registration at 21:07 hrs on 27-02-2017, at the Private residence by Shri SEKHAR CHATTERJEE, .

**Certificate of Market Value (WB RVV rules of 2009)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 35,75,002/-

**Admission of Execution (Under Section 59, W.B. Registration Rules, 1962)**

Execution is admitted on 27/02/2017 by GOURI SHANKAR CHATTERJEE, Son of Late Ram Chandra Chatterjee, 52, Purna Chandra Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Retired Person

Identified by SUBRATA MUKHERJEE, , Son of Shri TAPAN KUMAR MUKHERJEE, 155, Jessore Road, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

**Admission of Execution (Under Section 68, W.B. Registration Rules, 1962) [Representative]**

Execution is admitted on 27-02-2017 by Shri SEKHAR CHATTERJEE, Director, M/S. BOULEVARD BUILDERS PRIVATE LIMITED, 27/4, K. B. Sarani, P.O:- Mall Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080

Identified by SUBRATA MUKHERJEE, , Son of Shri TAPAN KUMAR MUKHERJEE, 155, Jessore Road, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

Execution is admitted on 27-02-2017 by Shri SIDDHARTHA GUPTA, Director, M/S. BOULEVARD BUILDERS PRIVATE LIMITED, 27/4, K. B. Sarani, P.O:- Mall Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080

Identified by SUBRATA MUKHERJEE, , Son of Shri TAPAN KUMAR MUKHERJEE, 155, Jessore Road, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

  
Mohul Mukhopadhyay

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

North 24-Parganas, West Bengal

On 28-02-2017

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,110/- ( B = Rs 1,089/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,110/-

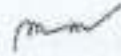
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 27/02/2017 1:29PM with Govt. Ref. No: 192016170047587001 on 27-02-2017, Amount Rs: 1,110/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00CNQEG7 on 27-02-2017, Head of Account 0030-03-104-001-16

of Stamp Duty

Amount that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by  
Amount = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1316, Amount: Rs.100/-, Date of Purchase: 31/01/2017, Vendor name: D Saha  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 27/02/2017 1:29PM with Govt. Ref. No: 192016170047587001 on 27-02-2017, Amount Rs: 6,921/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK00CNQEG7 on 27-02-2017, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. COSSIPORE**  
**DUMDUM**  
North 24-Parganas, West Bengal

ate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1506-2017, Page from 38390 to 38424  
being No 150601258 for the year 2017.



*mm*  
Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2017.03.02 15:02:46 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 02-03-2017 15:02:45  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

(This document is digitally signed.)