

1372/17

I-1257/2017



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 229065

Certified that the document is authentic to be admitted. The Signature Sheet and enclosures are attached to the document.

Notary Public & Registrar
Comptroller, Line 10th, 2nd Fl., (North)

28 FEB 2017

DEVELOPMENT AGREEMENT

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

Handwritten notes: 27/2, 21/05, 1507-245817, 27/2

PKB DA

তারিখ 31.01.16 নম্বর 1315
ক্রমতার নাম T. K. Ghosh (Adv)
সকিন Serdaha Court
স্ট্যাম্পের মূল্য ৩০০/-
ভেতার শ্রী Ghosh
আমডান্স এ, ডি, এস, আর অফিস
উঃ ২৪ পরগনা
খরিদ তারিখ 09 JAN 2017
মোট স্ট্যাম্প খরিদ 150000
দ্রোহাদী দারাসাত, ভেতার দেবশিস সাহা

Bekhar Chatterjee



345 27/02/2017



Boulevard Builders Pvt. Ltd.

Bekhar Chatterjee
Director

Adm. District Sub-Registrar
Serdaha, West Bengal 741001

27 FEB 2017



346 30/02/2017

Boulevard Builders Pvt. Ltd.

Liddhanta Gupta
Director

BETWEEN

(1) **PRADIP KUMAR BHATTACHARJEE**, Son of Late Shyama Charan Bhattacharjee having **Pan No. ADXPB9259L** and (2) **CHHABI BHATTACHARJEE**, Wife of Pradip Kumar Bhattacharjee, **PAN No. AVQPB3282Q**, both by Faith - Hindu, both by Nationality - Indian, both by Occupation - Service, both residing at Purna Chandra Mitra Road, Durganagar, Post Office - Italgacha, Police Station - Dum Dum, Kolkata - 700079, District North 24 Parganas hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their 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, Kolkata - 700 080, Police Station Dum Dum, P.O.- Mall Road, 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, Kolkata - 700028, P.O. & Police Station - Dum Dum, 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. & L.R. 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 him his three sons namely Payodhi



347 ⁰² 27/2/17

Chhabi Bhattacharya

Chhabi Bhattacharya



348 20

Chhabi Bhattacharya

(ARADIP KUMAR BHATTACHARYA)

Chhabi Bhattacharya



Off. Dist. Sub-Registrar
Bangalore Urban-Urmi 24 Pgs (B)

27 FEB 2017

Identified by me.

Subrita Lakshmi
S/o. Nagan Kumar Lakshmi
189, J. S. Road
P. O. R. S. Road
P. S. Anand
U. S. 21
B. S. Road

Kumar Pal, Jaladhi Kumar Pal and Baridhi Kumar Pal as his only legal heirs and successors.

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. and L.R. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas.

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

AND WHEREAS said Payodhi Kumar Pal by a Registered Deed of Conveyance dated 18th June, 1966, registered at the Office of Cossipore, Dumdum and recorded in Book No. I, Volume No. 83, Pages 118 to 121, Being No. 5490 for the year 1966, sold and transferred and conveyed the land admeasuring 03 (Three) cottahs 8 (Eight) chittacks 10 (Ten) sq. ft. more or less in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. and L.R. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas to Sri. Gostobihari Ghosh.

AND WHEREAS said Gostobihari Ghosh by a Registered Deed of Conveyance dated 23rd December, 1977, registered at the Office of Cossipore, Dumdum and recorded in Book No. I, Volume No. 146, Pages 179 to 182, Being No. 6913 for the year 1977, sold and transferred and conveyed the land admeasuring 02 (Two) cottah 5 (Five) sq. ft. more or less in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. and L.R. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas to Smt. Jayanti Rani Ghosh **presently known as Jayanti Ghosh.**

AND WHEREAS Smt. Jayanti Ghosh constructed a two storied building on the 2 (Two) cottahs 5 (Five) sq. ft. more or less in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. and L.R. Khatian No. 312, Police Station - Dumdum, District - North 24 Parganas ("said building").

AND WHEREAS said Smt. Jayanti Ghosh by a Registered Deed of Conveyance dated 14th March, 2001, registered at Additional District Sub Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 119, Pages 29 to _____, Being No. 4840 for the year 2001, sold and transferred and conveyed an old complete flat measuring 763 sq.-ft. more or less covered area on the first floor of the said building to Pradip Kumar Bhattacharjee and Chhabi Bhattacharjee

AND WHEREAS after such purchase the said Pradip Kumar Bhattacharjee and Chhabi Bhattacharjee duly mutated their name in the record of local Dum Dum Municipality and paying taxes regularly.

THUS Pradip Kumar Bhattacharjee and Chhabi Bhattacharjee, the owners physically acquired an old complete flat measuring 763 sq. ft. covered area on the first floor 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 their own name as the absolute owners and possessors 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 owners herein intended to construct multi-storied building comprises 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 owners herein are in search of a well reputed Developer to develop the said property.

AND WHEREAS on hearing such intention of the owners and also relying on the above representations made by the owners herein, the developer hereto having good and valuable reputation in the market approached the owners

expressing its intention to develop the said property containing an old complete flat measuring 763 sq. ft. covered area on the first floor more or less lying in Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded in R.S. and L.R. Khatian No. 312, Police Station - Dumdum, Ward No. 1, within the local limits of Dumdum Municipality, being Municipal Holding No. 53/1, Purna Chandra Mitra Road, 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 owners 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 owners herein are entitled to receive one south facing flat on first floor admeasuring 750 sq. ft covered area including proportionate share of stair and lift area (i.e.750 sq.ft. built up area) and is also entitled to Rs. 1,00,000/- (Rupees One Lakh) only at the time of execution of this development agreement.

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. **LANDOWNERS** shall mean the above owners / landlord/ landlady and their 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 an old complete flat measuring 763 sq. ft. covered area on the first floor together lying in

Mouza - Badra, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. and L.R. Khatian No. 312, Police Station - Dumdum, Ward No. 1, within the local limits of Dumdum Municipality, being Municipal Holding No. 53/1, Purna Chandra Mitra Road, 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.

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 Dum Dum 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 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 owners 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 owners and the Developer herein.
15. The word importing singular shall include plural and vice versa.
16. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 27TH DAY OF FEBRUARY 2017 A.D. between the owners 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 owners, nobody else have any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.
2. THAT the owners are 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. THAT the landed property is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
4. THAT 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 an old complete flat measuring 763 sq. ft. be the same a little more or less covered area on the first floor of the multi storied building.
6. THAT the owners undertake 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 owners 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 Dumdum 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 owners have

no liability for the same.

3. THAT 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. THAT 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 owners 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's and the owners' 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 owners 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 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. THAT the developer hereby undertake the responsibility to get the plan sanctioned from the Dum Dum 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 owners' allocation and the time may be extended for another 12 (twelve) months from the reasons beyond the control of the developer.

2. THAT 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. THAT to bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE : VII

OWNERS' SHARE AND ALLOCATION

SPACE ALLOCATION - shall mean in consideration of the property, the owners will get one flat on first floor admeasuring 750 sq. ft. covered area including proportionate share of stair and lift area (i.e.750 sq.ft built up area) of the multi-storied building

CASH ALLOCATION - shall mean in consideration of the property, the owners will also receive Rs 1,00,000/- (Rupees One Lakh Only) at the time of execution of this agreement.

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 Owners' 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 owners 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 owners 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 owners.

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 and various units and/or apartments herein in modification thereof made caused to be made by the developer with the consent of the owner in writing.

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 owners.
2. After the completion of the total construction the developer and the owners including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any Durwan, 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 owners 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 owners 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 : OWNERS' OBLIGATIONS

1. THAT the Owners 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. THAT the owners 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. THAT the owners 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. THAT this agreement cannot be terminated by the owners in any unless and until all the flats / shops / garages under the developer's allocation are sold out and the deed of conveyance in favour 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. THAT the owners 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. THAT the owners 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 owners 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 owners 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 provided to the developer as and when required for.
9. THAT 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 owners shall be liable to sign all documents, papers, forms etc. for getting the security deposit refunded.

ARTICLE - XVI : MISCELLANEOUS

1. The owners 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 owners 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 owners 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 owners shall execute any additional power of attorney and/or authorization in favour of the developer and the owners 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 infringe of any right of owners and/or against the spirit of this agreement.
3. The developer and the owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The owners is 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, the developer and/or his transferee and the owners 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 owners and if anything is paid by the developer that will be recovered from the owners by cash.
8. The developer shall demolish the existing structure at his own costs and expenses and shall appropriate the salvages and building materials.
9. It has been agreed upon by and between the owners 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 owners shall have no objection for the same and the rest $1/3^{\text{rd}}$ share of the roof shall exclusively be for the owners 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 owners 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 owners at the time of obtaining the Completion Certificate 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 owners at the time of receiving all original documents from the owners.
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 Owners 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 deemed or actual possession.
13. The Developer shall pay to the Owner a sum of Rs 5,000/- (Rupees Five Thousand Only) on account of alternate accommodation during the subsistence of the construction work upto the date of giving possession.
14. The Owner shall pay to the developer the amount of security deposit required to be deposited with C.E.S.C for the purpose of acquiring new electric meter in the owner's name.

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 owners 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 an old complete flat measuring 763 sq. ft. or less covered area consisting of 2 (Two) Bed Rooms, 1 Dining Space, 1 (one) Puja Room, 2 Verandah on the entire piece and parcel of

same little more or less lying and situated in Mouza - Badra, J. L. No. 9, Re. Su. No. 74, Touzi No. 1163, comprised in Dag No. 469, under Khatian No. 91, presently recorded under R.S. and L.R. Khatian No. 312, Police Station - Dumdum, Ward No. 1, within the local limits of Dumdum Municipality, being Municipal Holding No. 53/1, Purna Chandra Mitra Road, Kolkata - 700 079, under A.D.S.R.O. Cossipore Dum Dum, in the District North 24 Parganas which is butted and bounded as follows :

- ON THE NORTH BY** : Plot No. 2 (Kanon Tower)
ON THE SOUTH BY : 12 feet Road
ON THE EAST BY : Sri. Tapan Saha
ON THE WEST BY : Purna Chandra Mitra Road of 13 feet 3 inches

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/vitrified 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** -
Vitrified 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 ISI MATERIALS. Following points to be provided.

a) **Bed rooms** -

One tube light point, one light point, one fan point, two 5 Amp plug point, one television point and one A.C. point.

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.

c) **Kitchen** -

One light point, One exhaust fan point, one 15 amp plug point.

d) **Toilets** -

One light point and one Geyser point in one toilet.

e) **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 to be installed (five persons capacity)

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. *Subanti Mukherjee*
155, Jesore Road
MCQ-87.

Pradyumna Kumar Bhattacharya
(Pradyumna KUMAR BHATTACHARYA)

- Chhabi Bhattacharya

SIGNATURE OF THE OWNER

2. *Tapash Kanti Ghosh*

Boulevard Builders Pvt. Ltd.
Sakher Chatterjee
Director

Boulevard Builders Pvt. Ltd.
Lishanthe Gupta
Director

SIGNATURE OF THE DEVELOPERS

Drafted and Prepared by:-

Tapash Kanti Ghosh

45660000245217/2017

Tapash Kanti Ghosh
TAPASH KANTI GHOSH (Adv.),
Sealdah Court
Reg. No. 588/1999

MONEY RECEIPT

RECEIVED a sum of Rs.1,00,000/- (Rupees One Lakh) only from the Developer being the consideration of owner's total cash allocation 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	000153 000151 (Pradip Bhatt.)	BOTS. New Dum. Kot 80	Rs.1,00,000.00
27.02.17	000152 000151 (Chabi Bhatt.)	BOTS New Dum Kot-80.	50,000/-

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

(Rupees One Lakh only)

WITNESSES :

1. *Subrata Kumar Ghosh*

Krupa Kuma Bhattacharya
(KRUPA KUMAR BHATTACHARYA)

Chabi Bhattacharya

2. *Sapach Ranjit Ghosh*

SIGNATURE OF THE OWNER

SPECIMENT FORM FOR TEN FINGERPRINTS

Signature of the Executants/ Present ants



Siddhanta Gupta



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)



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)

<p>स्थायी खाता संख्या /PERMANENT ACCOUNT NUMBER ADXPB9259L</p> 
<p>नाम /NAME PRADIP KUMAR BHATTACHERJEE</p>
<p>पिता का नाम /FATHER'S NAME SHYAMA CHARAN BHATTACHERJEE</p>
<p>जन्म तिथि /DATE OF BIRTH 02-11-1956</p>
<p>हस्ताक्षर /SIGNATURE</p> 
<p>आयकर विभाग, ए.टी.ओ. COMMISSIONER OF INCOME-TAX, W.B. - XI</p>

Bhattacharjee

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले अधिकारी को सूचित / बताना करके संयुक्त अधिकायक (प्रशासित एवं तकनीकी), पी-7,

चौमंगी स्क्वायर,
कलकत्ता - 700 099.

In case this card is lost/found, kindly inform/return to the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 099.



Chhabi Bhattacharjee









Boulevard Builders Pvt. Ltd.
[Handwritten Signature]



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 15060000245817/2017

I. 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	PRADIP KUMAR BHATTACHARJEE Purna Chandra Mitra Road, Durganagar., P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN-	Land Lord			<i>Pradip Kumar Bhattacharjee</i> 20/02/17
2	CHHABI BHATTACHARJEE Purna Chandra Mitra Road, Durganagar., P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN-	Land Lord			<i>Chhabi Bhattacharjee</i> 27.02.2017

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201617-004759159-1

Payment Mode Online Payment

GRN Date: 27/02/2017 13:37:52

Bank : State Bank of India

BRN : IK00CNQLH2

BRN Date: 27/02/2017 13:38:28

DEPOSITOR'S DETAILS

Id No. : 15060000245817/2/2017
(Query No./Query Year)

Name : Ashok Chowdhury

Contact No. :

Mobile No. : +91 9830142268

E-mail :

Address : 4/1, Shyamasree Paly

Applicant Name : Mr Tapash Kanti Ghosh

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks :

Others
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	15060000245817/2/2017	Property Registration- Registration Fees	0030-03-104-001-16	1110
2	15060000245817/2/2017	Property Registration- Stamp duty	0030-02-103-003-02	4921
Total				6031

In Words : Rupees Six Thousand Thirty One only

Major Information of the Deed

Deed No.:	I-1506-01257/2017	Date of Registration	28/02/2017
Query No./Year	1506-0000245817/2017	Office where deed is registered	
Query Date	25/02/2017 5:43:02 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. : 9674072131, 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. 1/-	Rs. 17,62,530/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (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)		

Apartment Details :

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

Sl. No.	Plot No. Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	RS - 469	RS - 312	Super built-up : 763	1/-	17,62,530/-	Floor No: 1, Apartment Type: Flat/Apartment Residential Use, Floor Type: Mosaic, Age of Flat: 0 Year, Approach Road Width: 14 Ft.

Land Lord Details :

Sl. No.	Name, Address, Photo, Finger print and Signature
1	PRADIP KUMAR BHATTACHARJEE Son of Late Shyama Charan Bhattacharjee Purna Chandra Mitra Road, Durganagar,, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ADXPB9259L, Status :Individual, Executed by: Self, Date of Execution: 27/02/2017 , Admitted by: Self, Date of Admission: 27/02/2017 ,Place : Pvt. Residence
2	CHHABI BHATTACHARJEE Wife of Pradip Kumar Bhattacharjee Purna Chandra Mitra Road, Durganagar,, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AVQPB3282Q, 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
1	M/S. BOULEVARD BUILDERS PRIVATE LIMITED 27/4, K. B. Sarani, P.O:- Mail Road, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080 PAN No. AAGCB3505Q, Status :Organization

02/03/2017 Query No:-15060000245817 / 2017 Deed No : I - 150601257 / 2017, Document is digitally signed.

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature:			
1	Name	Photo	Finger Print	Signature
	Shri SEKHAR CHATTERJEE 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			
	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)			
2	Shri SIDDHARTHA GUPTA Son of Shri 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
Subrata Mukherjee Son of Shri Tapan Kumar Mukherjee 155, Jessore Road, P.O:- Rajbari, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700081, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of PRADIP KUMAR BHATTACHARJEE, CHHABI BHATTACHARJEE, Shri SEKHAR CHATTERJEE, Shri SIDDHARTHA GUPTA

Transfer of property for A1

Sl.No	From	To. with area (Name-Area)
1	PRADIP KUMAR BHATTACHARJEE	M/S. BOULEVARD BUILDERS PRIVATE LIMITED-381.5 Sq Ft
2	CHHABI BHATTACHARJEE	M/S. BOULEVARD BUILDERS PRIVATE LIMITED-381.5 Sq Ft

27-02-2017

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

Presented for registration at 21:05 hrs on 27-02-2017, at the Private residence by Shri SEKHAR CHATTERJEE

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 17,62,530/-

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

Execution is admitted on 27/02/2017 by 1. PRADIP KUMAR BHATTACHARJEE, Son of Late Shyama Charan Bhattacharjee, Purna Chandra Mitra Road, Durganagar,, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Service, 2. CHHABI BHATTACHARJEE, Wife of Pradip Kumar Bhattacharjee, Purna Chandra Mitra Road, Durganagar,, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Service

Indetified by Subrata Mukherjee, , Son of Shri Tapan Kumar Mukherjee, 155, Jessore Road, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, by caste Hindu, by profession Business

Admission of Execution (Under Section 58, 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

Indetified by Subrata Mukherjee, , Son of Shri Tapan Kumar Mukherjee, 155, Jessore Road, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, 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

Indetified by Subrata Mukherjee, , Son of Shri Tapan Kumar Mukherjee, 155, Jessore Road, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, 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 1:38PM with Govt. Ref. No: 192016170047591591 on 27-02-2017, Amount Rs: 1,110/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00CNQLH2 on 27-02-2017, Head of Account 0030-03-104-001-16

Stamp Duty

verified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by
Stamp = Rs 4,921/-

Description of Stamp

Stamp: Type: Impressed, Serial no 1315, 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 1:38PM with Govt. Ref. No: 192016170047591591 on 27-02-2017, Amount Rs: 4,921/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK00CNQLH2 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2017, Page from 38354 to 38389

being No 150601257 for the year 2017.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2017.03.02 14:58:37 +05:30
Reason: Digital Signing of Deed.

mm

(Mohul Mukhopadhyay) 02-03-2017 14:58:36
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)