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Certified that this document is admitted to Registration. The signature sheet and the endorsement sheet attached to the document are part of this document.

Additional District Sub Registrar  
Sealdah

16 AUG 2017

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 16<sup>th</sup> day of August, in the year Two Thousand Seventeen (2017)

BETWEEN

Contd...., P/2

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Sincerely,  
Proprietor.

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B. C. LAHIRI  
Advocate

NO. \_\_\_\_\_  
SOLD BY JUDGE'S COURT  
OF \_\_\_\_\_  
RS \_\_\_\_\_  
KOLKATA - 27

JAYDEEP CHATTERJEE  
18, INDIA EXCHANGE PLACE, KOL-1  
LICENSED STAMP VENDOR  
L. NO. 351R02019

29 JUL 2017



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Dist. - South 24 Parganas

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(1) SRI ARUN RUDRA, (PAN - BPRPR2361N), (2) SRI BARUN RUDRA Alias GOBINDA RUDRA, (PAN - BPRPR2360P), (3) SRI GAUTAM RUDRA Alias GOURANGA RUDRA, (PAN - BPRPR2357J), all are sons of Late Brohmo Pada Rudra, by occupation - Business and (4) SMT. JAYA BHOWMICK NEE RUDRA, (PAN - BPRPR2359G), wife of Sri Dipak Bhowmick and daughter of Late Brohme Pada Rudra, by occupation Housewife, all by faith - Hindu, all by Nationality - Indian, all are residing at 204, B.B. Ganguly Street, Post Office - Bowbazar, Police Station - Muchipara, Kolkata - 700012, hereinafter collectively referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives, and/or assigns) of the ONE PART.

**AND**

HOME-N-DÉCOR, Proprietorship Firm, having its office at 96/3, P. Majumder, Post Office - Haltu, Police Station - Kasba, Kolkata - 700078, represented by its Proprietor namely SRI SHILADITYA DAS, (PAN - AEVPD0972K), son of Himanshu Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 96/3, P. Majumder, Post Office - Haltu, Police Station - Kasba, Kolkata - 700078, hereinafter called and referred to as "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his successors, successors-in-office, executors, legal representatives and/or assigns) of the OTHER PART.

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WHEREAS by a Deed of Conveyance dated 12<sup>th</sup> day of December, 1956 registered with the Sub-Registrar Alipore Sadar, District 24 - Parganas and recorded in Book No. 1, Volume No. 147, Pages No. 12 to 16, Being Deed No. 8682, for the year 1956 one Abdul Hamid son of Late Hazi Abdul Kader, of 17, Elliot Lane, Police Station - Park Street, Calcutta therein described as the vendor sold, transferred and conveyed in favour of (1) Sri Brahma Pada Rudra son of Motilal Rudra, (2) Sri Balai Chandra Choudhury son of Kalipada Choudhury, (3) Sri Rabindra Nath Ghosh, son of Dharendra Nath Ghosh therein described as the purchasers all that piece and parcel of land measuring 76 Satak equivalent to 03 Bigha, 05 Cottahs, 15 Chittacks and 30.6 Square Feet more or less, comprised in portions of R.S. Dag Nos. 3396, measuring 58 Satak and R.S. Dag No. 3397 measuring 18 Satak within Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134, Police Station - Tollygunge thereafter Jadavpur now Kasba, District 24 - Parganas now District South 24 - Parganas.

AND WHEREAS thereafter the name of the aforesaid purchasers namely (1) Sri Brahma Pada Rudra, (2) Sri Balai Chandra Choudhury, (3) Sri Rabindra Nath Ghosh, were recorded in the revisional settlement records as raiyat in Khatian No. 134, Dag No. 3396, of 58 Satak and 3397 of 18 Satak in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134, Tollygunge thereafter Jadavpur now Kasba, District South 24 - Parganas and they paid rent regularly to the Collectorate 24 - Parganas.

AND WHEREAS thereafter the said purchasers namely (1) Sri Brahma Pada Rudra, (2) Sri Balai Chandra Choudhury, (3) Sri Rabindra Nath Ghosh, mutually amicable partitioned the said property each having land measuring 25.33 Decimals more or less, in Mouza - Kasba, J.L. No. 13, Ra. Sa. No. 233, Touzi No. 145, R.S. Khatian No. 134, Tollygunge thereafter Jadavpur now Kasba, District 24 - Parganas now District South 24 - Parganas.

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AND WHEREAS the said Balai Chandra Choudhury and Rabindra Nath Choudhary, by different kobala sold therein allotted to the different purchasers out of which the said Balai Chandra Choudhury sold 04 Cottahs of land to one purchaser Smt. Jharna Majumder wife of Sri Bhaben Majumder of 28/7B, Nakuleshwar Bhattacharjee Lane, Calcutta - 700026 now Kolkata - 700026, by a kobala dated 15/11/1967 which was registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 145, Pages No. 206 to 209, Being No. 8201, for the year 1967 in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Tollygunge thereafter Jadavpur now Kasba, District 24 - Parganas now District South 24 - Parganas.

AND WHEREAS the said Brohma Pada Rudra sold 04 Cottahs land to Nirmal Chandra Chattopadhyay, son of Late Manindra Nath Chattopadhyay, of 6/1, Mukherjee Para Lane, Calcutta - 700026 now Kolkata - 700026, at present 61/3, K.K. Roy Chowdhury Road, Barisha, Police Station - Thakurpukur, Calcutta - 700008 now Kolkata - 700008, by a Kobala dated 27/10/1965 which was registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 144, Pages No. 210 to 214, Being Deed No. 8187, for the year 1965 in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Tollygunge thereafter Jadavpur now Kasba, District 24 - Parganas now District South 24 - Parganas.

AND WHEREAS the Smt. Ila Das wife of Sri Suhrud Das, of 4D, Gour De Lane, Police Station - Muchipara, Calcutta - 700012 now Kolkata - 700012, one of the purchaser purchased land from the aforesaid owners and filed a suit for partition being T.S. No. 136 of 1975 in the Court of the Third Assistant District Judge at Alipore, District South 24 - Parganas of all that piece and parcel of land hereditaments as comprised in Revisional Khatian No. 134, Plot No. 3396 and 3397, Touzi No. 145, J.L. No. 13, R.S. No. 233, of Mouza - Kasba, commonly known as Haltu, Tollygunge thereafter Jadavpur now Kasba, containing a total area by

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estimation 76 Satak of land Plot No. 3396 of area 58 Satak and Plot No. 3397 of area 18 Satak and which was decreed in preliminary form and a Learned partition commissioner was appointed by the Learned Court for partition of the abovementioned suit land.

AND WHEREAS in the meantime the said Brohma Pada Rudra died intestate on 20/05/1980 leaving behind him surviving legal heirs namely his wife Ranibala Rudra and three sons namely (1) Sri Arun Rudra, (2) Sri Barun Rudra Alias Gobinda Rudra, (3) Sri Goutam Rudra Alias Gouranga Rudra and three daughters namely (1) Smt. Gouri Chanda, (2) Smt. Shipra Chanda, (3) Smt. Jaya Bhowmick Nee Rudra, they were substituted as parties of defendant No. 1, in place of Brohma Pada Rudra in the aforesaid partition suit.

AND WHEREAS the Learned partition commissioner submitted report together with plan, map to the Learned 3<sup>rd</sup> Assistant District Judge at Alipore, District South 24 - Parganas and the passed final decree, being order No. 164, dated 7<sup>th</sup> day of October, 1988 that the preliminary decree already passed by this Court is made final and the report of the Learned Partition Commissioner together with plan, map and proceedings were made part of the final decree.

AND WHEREAS in terms of the said final decree the parties namely (1) Sri Arun Rudra, (2) Sri Barun Rudra Alias Gobinda Rudra, (3) Sri Goutam Rudra Alias Gouranga Rudra, (4) Smt. Gouri Chanda, (5) Smt. Shipra Chanda, (6) Smt. Jaya Bhowmick Nee Rudra and their mother allotted land area measuring 11 Cottahs, 05 Chittacks and 10.2 Square Feet more or less, in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba, District South 24 - Parganas.

AND WHEREAS the said Ranibala Rudra died intestate on 25/10/1990 leaving behind her the parties herein namely (1) Sri Arun Rudra, (2) Sri Barun Rudra Alias Gobinda Rudra, (3) Sri Goutam Rudra Alias Gouranga



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Rudra, (4) Smt. Gouri Chanda, (5) Smt. Shipra Chanda, (6) Smt. Jaya Bhowmick Nee Rudra, as her sole legal heirs who became entitled the absolute owner of land area measuring 11 Cottahs, 05 Chittacks and 10.2 Square Feet more or less, in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba and also known as Premises No. 29/5, Kayastha Para Main Road, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas.

**AND WHEREAS** out of total land area measuring 11 Cottahs, 05 Chittacks and 10.2 Square Feet more or less, a demarcated piece of land measuring 01 Cottah, 14 Chittacks and 03 Square Feet more or less, kept is an ajmali property between the parties herein and land measuring 05 Chittacks and 37 Square Feet encroach with the development K.M.C. Road and balance area of measuring 09 Cottahs, 01 Chittacks and 15 Square Feet more or less, is the subject matter of Partition Deed in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba and also known as Premises No. 29/5, Kayastha Para Main Road, Police Station - Kasba now Garfa, Kolkata - 700078, District South 24 - Parganas.

**AND WHEREAS** by a registered Deed of Partition, made between Owners of the property in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba and also known as Premises No. 29/5, Kayastha Para Main Road, Police Station - Kasba now Garfa, Kolkata - 700078, District South 24 - Parganas dated 04/08/2014 made between (1) SRI ARUN RUDRA, (2) SRI BARUN RUDRA ALIAS GOBINDA RUDRA, (3) SRI GAUTAM RUDRA ALIAS GOURANGA RUDRA AND (4) SMT. JAYA BHOWMICK NEE RUDRA referred to as the party of the **FIRST PART** and (1) SMT. GOURI CHANDA, (2) SMT. SHIPRA CHANDA, the said party of the **SECOND PART** and the party of **FIRST PART** were allotted by the said registered Deed of Partition of **ALL THAT**





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the piece and parcel of land measuring about 06 Cottahs, 01 Chittacks and 15 Square Feet be the same a little more or less, together with kutchha structure measuring 1200 Square Feet more or less, comprised of and contained in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba and also known as Premises No. 29/5, Kayastha Para Main Road, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas and the said Deed of Partition was registered before the A.R.A. - I, at Kolkata and recorded in Book No. 1, Being No. 7103, for the year 2014.

**AND WHEREAS** after the aforesaid partition deed, the said (1) SRI ARUN RUDRA, (2) SRI BARUN RUDRA ALIAS GOBINDA RUDRA, (3) SRI GAUTAM RUDRA ALIAS GOURANGA RUDRA AND (4) SMT. JAYA BHOWMICK NEE RUDRA, the Vendors herein were entitled to **ALL THAT** the piece and parcel of land measuring about 06 Cottahs, 01 Chittack and 15 Square Feet be the same a little more or less, together with kutchha structure measuring 1200 Square Feet more or less, comprised of and contained in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba and also known as Premises No. 29/5, Kayastha Para Main Road, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas.

**AND WHEREAS** while having peacefully seized and possessed the said (1) SRI ARUN RUDRA, (2) SRI BARUN RUDRA ALIAS GOBINDA RUDRA, (3) SRI GAUTAM RUDRA ALIAS GOURANGA RUDRA AND (4) SMT. JAYA BHOWMICK NEE RUDRA, mutated their names in the records of the Kolkata Municipal Corporation, subsequently the said Corporation have renumbered the said property and at present known as K.M.C. Premises No. 76/1, Kayastha Para Main Road, under Ward No. 106, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas, being Assessee No. 311060906754 and enjoying the absolute right, title

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and interest with their family members without any kind of hindrance, objection, obstruction, claim and demand whatsoever from any corner.

AND WHEREAS the said Owners/Vendors is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to free from all encumbrances ALL THAT the piece and parcel of land measuring about 06 Cottahs, 01 Chittack and 15 Square Feet be the same a little more or less, together with kutchha structure measuring 1200 Square Feet more or less, comprised of and contained in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, Police Station - Tollygunge thereafter Jadavpur now Kasba, being K.M.C. Premises No. 76/1, Kayastha Para Main Road, under Ward No. 106, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas, particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as the said PREMISES).

AND WHEREAS the said Owners/Vendors have specifically represented to the Developer that they were the sole and absolute Owners of the property more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written, which representation the Developer has bonafide believed that the Owners are absolutely seized and possessed of or well and sufficiently entitled to the said premises in its entirety as the Owners thereof and that they have full right and absolutely authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charges or Agreement for Sale and the Development Agreement with regard to the said property with anybody/bodies, person/persons, concern/concerns, company/companies and authority/authorities.

AND WHEREAS the said Owners/Vendors became interested to develop the said premises by constructing a multi-storied building have approached the Developer to develop the said premises and relying on the

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representations made by the Owners and believing the same to be true and subject to further investigation being made, the Developer has agreed to enter into this Agreement on the terms and conditions, more fully described herein below and construct the building (hereinafter referred to as the "SAID BUILDING").

AND WHEREAS this agreement supersedes all previous agreement between the parties hereto and also any other agreement made with anyone which shall be treated as null and void.

1. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE - I: DEFINITIONS

- 1.1. OWNERS/VENDORS shall mean (1) SRI ARUN RUDRA, (2) SRI BARUN RUDRA Alias GOBINDA RUDRA, (3) SRI GAUTAM RUDRA Alias GOURANGA RUDRA, all are sons of Late Brohmo Pada Rudra, by occupation - Business and (4) SMT. JAYA BHOWMICK NEE RUDRA wife of Sri Dipak Bhowmick and daughter of Late Brohme Pada Rudra, by occupation Housewife, all by faith - Hindu, all by Nationality - Indian, all are residing at 204, B.B. Ganguly Street, Post Office - Bowbazar, Police Station - Muchipara, Kolkata - 700012, hereinafter collectively referred to as the "OWNERS/VENDORS" and their respective heirs, executors, successors, administrators, legal representatives, and/or assigns.
- 1.2. DEVELOPER shall mean HOME-N-DÉCOR, Proprietorship Firm, having its office at 96/3, P. Majumder, Post Office - Haltu, Police Station - Kasba, Kolkata - 700078, represented by its Proprietor namely SRI SHILADITYA DAS son of Himanshu Das, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 96/3, P. Majumder, Post Office - Haltu, Police Station - Kasba, Kolkata - 700078, hereinafter called

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and referred to as "**DEVELOPER**" and his successors, executors, legal representatives and/or assigns.

- 1.3. **PREMISES** shall mean all that piece and parcel of land measuring about 06 Cottahs, 01 Chittack and 15 Square Feet be the same a little more or less, together with kutchha structure measuring 1200 Square Feet more or less, comprised of and contained in Mouza - Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, R.S. Khatian No. 134 and R.S. Dag No. 3396, within the limits of the Kolkata Municipal Corporation, being K.M.C. Premises No. 76/1, Kayastha Para Main Road, under Ward No. 106, Police Station - Kasba, Kolkata - 700078, District South 24 - Parganas.
- 1.4. **BUILDING** shall mean the building to be constructed at the land of the said premises in accordance with the sanction plan by the Kolkata Municipal Corporation.
- 1.5. **COMMON FACILITIES AND AMENITIES** shall include corridors all ways, passages, stair ways, passage ways provided by the Developer, roof, tube well, overhead tank, water pump and motor and other facilities which may be actually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building.
- 1.6. **SALEABLE SPACE** shall mean the space in the building, available for independent use and occupation after making due provision for common facilities and the space required.
- 1.7. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer, for design and planning of the said building with the approval of the Owners/Vendors.
- 1.8. **BUILDING PLAN** shall mean the building plan to be sanctioned by the appropriate authorities with such alterations or modifications

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as may be made by the Developer with the approval of the Owners/Vendors from time to time.

- 1.9. **CONSIDERATION** shall mean flat as per Kolkata Municipal Corporation sanction plan together with all common facilities of the building which shall mean the total cost of land as mentioned hereinabove and more particularly written in the schedule hereunder written.
- 1.10. **TIME** shall mean 24 months from the date of Sanction Plan from the Kolkata Municipal Corporation.
- 1.11. **TRANSFER** shall with its grammatical variations inclusive Transfer of possession and Transfer of Title or by any other means adopted for affecting what is understood as Transfer of Space to the Transferees thereof.
- 1.12. **TRANSFeree** shall mean a person, firm, limited company, Association of persons to whom any saleable space in the building has been transferred under law.
- 1.13. **WORDS IMPORTING SINGULAR SHALL INCLUDE** plural and vice versa.
- 1.14. **WORDS** importing masculine shall include feminine and neuter gender, likewise, words importing feminine genders shall include masculine and neuter genders and similarly words importing masculine and feminine genders.
- 1.15. **POSSESSION OF THE LAND** the Owners/Vendors shall deliver the Khas possession of the said land and premises within 30 days from the date of this Agreement.
- 1.16. **OWNER'S ALLOCATION** shall mean lieu/exchange of Owner's Allocation share of flat area, the Owners shall be paid a sum of Rs.69,00,000/- (Rupees Sixty Nine Lac) only by the Developer i.e.

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at the time of signing of this agreement the Developer shall pay a sum of Rs.44,00,000/- (Rupees Forty Four Lac) only to the Owners by A/C payee Cheques in the name of the Owners and rest amount sum of Rs.25,00,000/- (Rupees Twenty Five Lac) only in part payment which is mutual decided by Owners and Developer, along with Two Open Car Parking Space, shall be handed over by the Developer to the Owners.

1.17. **SUPER BUILT UP AREA** shall mean available scalable space of super built up area in the building to be allocated, erected, constructed and complete by the Developer, together with the proportionate right, title, interest in land underneath and the right of user of common areas, parts, facilities and amenities within the said building. The measurement of Owner's Allocation of the flat shall finally be determined from the map or plan of the building to be constructed after receipt of sanctioned plan.

1.18. **DEVELOPER'S ALLOCATION** shall mean the entire constructed area of the proposed Building to be constructed as per Building Plan duly sanctioned by the Kolkata Municipal Corporation, along with proportionate share of land of the premises, together with right to use the common portion of the proposed building more fully described under the heading **PORTION/SHARE ALLOTTED TO THE DEVELOPER.**

2. **THE OWNERS DECLARES AS FOLLOWS:-**

- (a) That they are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.
- (b) That the said premises are free from all other encumbrances and the Owners have a marketable title in respect of the said premises.
- (c) That the said premises is free from all encumbrances, charges, liens, lispendens, attachment, trust acquisitions, requisitions whatsoever or howsoever.
- (d) That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

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**ADVOCATE:** shall be appointed by the Developer for looking after the legal matter and all registration matters regarding this Development Project.

**COMMON SERVICE AREAS:** All the common service facilities to be enjoyed by the parties of the building (more fully and particularly described in the FIFTH SCHEDULE hereunder written).

**CONSIDERATION:** Owner's Allocation at the cost of the Developer against which the Owners will transfer the entire undivided proportionate share of land in the property attributable to the Developer's Allocation.

**DELIVERY OF POSSESSION OF LAND:** In the context shall mean, the Owners will hand over to the Developer the peaceful well demarcated physical possession of the property with the execution of the agreement.

**TIME:** The Developer will complete the building within 24 months (Twenty Four) months from the date of Sanctioned Plan from the Kolkata Municipal Corporation of the aforesaid property. The time may be extended further 06 (Six) months due to unavoidable circumstances arises if any, by mutual consent of the both parties.

**POWER OF ATTORNEY:** The Owners will execute a power of attorney appointing the Developer or his nominee as his lawful constituent attorney to do the acts stipulated hereunder and right to sell out the Developer's Allocation share.

**COMMON EXPENSES:** The expenses and cost of maintaining the common parts of the building which will be borne or paid proportionately by the purchasers and the developer and or their respective nominees (more fully and particularly described in the schedule hereunder written).

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*Shiladitya Sin.*

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**UNDIVIDED SHARE OF LAND:** The undivided proportionate share or interest in the land of the property attributable to the flat pertaining to the Developer's Allocation.

**MANNER OF WORK AND SPECIFICATIONS:** The materials and accessories which are to be used for construction of the building (more fully and particularly described in the SIXTH SCHEDULE hereunder written).

**PROJECT:** The work of development of the said property undertaken by the Developer.

**UNIT OWNERS:** Any person's who acquires, holds and/or owns and/or agrees to acquire hold and/or own any units in the building and shall include the Owners and the Developer for the units held by them from time to time.

#### ARTICLE - II

3. OWNERS REPRESENT AS FOLLOWS:

- a) The Owners are the absolute Owners in respect of the property in entirety (more fully described in the FIRST SCHEDULE hereunder written).
- b) No person other than the Owners have any title of any nature whatsoever in the property or any part thereof.
- c) The right, title and interest of the Owners in the property are free from all encumbrances and the Owners have a marketable title thereon.
- d) The premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or

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Proprietor.

intimation about any such proceedings has been received or come to the notice of the Owners.

- e) Neither the property nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.
- f) The Owners have not in any way dealt with the property whereby the right, title and interest of the Owners as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

### ARTICLE - III: OWNER'S OBLIGATION

- a) The Owners shall answer and comply with all requisitions made by the advocate of the Developer for establishing the title of the Owners in respect of the property and shall make out a marketable title, if encumbered any manner. The Owners shall remain liable to rectify all latent defects in the title, if any at their costs and expenses. The Owners will make delivery of peaceful, vacant physical possession of the said property to the Developer execution of this agreement free from all encumbrances. The Developer will be authorized to construct and complete the building in accordance with the sanction of the building plan at its cost and as per specification as mentioned herein without any interference or hindrance from the side of the Owners.
- b) During the continuance of this agreement the Owners will not let out a fresh, grant, lease, mortgage and/or create any charge in respect of the property or any portion thereof without the consent in writing of the Developer and the Developer for the time being assist the Owners.

HOME - N - DECOR  
*Shiladitya Kumar*  
Proprietor.





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A. D. S. R. SEALDAH  
16 AUG 2017  
Dist.- South 24 Parganas

HCME - N - DECOR  
Shiladitya Kumar  
Proprietor