

M/s. SKY BLUE CONSTRUCTION



PROMOTER, DEVELOPER & CONTRACTOR

173, SOUTH MASUNDA, NEW BARRACKPUR, KOLKATA - 700 131

Mob.: 9831299797, 9163517570, 9836525692, 9007520074

Ref. No.

Date

DECLARATION IN RESPECT OF OWNER OF THE PROPERTY

We, (1) SRI SURAJIT CHANDA, son of Sri Narayan Krishna Chanda, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 173, South Masunda, P.S. & P.O.-New Barrackpore, Kolkata – 700131, District – North 24 Parganas, (2) SRI NARAYAN KRISHNA CHANDA, son of Late Gopal Krishna Chanda, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 173, South Masunda, P.S. & P.O.-New Barrackpore, Kolkata – 700131, District – North 24 Parganas, Partnership firm under the name and style of **M/S SKYBLUE CONSTRUCTION**, having its registered office at 173, South Masunda, P.S. & P.O.-New Barrackpore, Kolkata – 700131, District – North 24 Parganas, being its represented by its Partner namely, do hereby declared that we are the absolute owner of the property in respect of our project **DEEPANJALI APARTMENT** lying and situated at under Mouza – Kodalia, comprise in Parts of J. L. No. 36, R.S.No.93, Touzi No.169, Comprised in C.S. & R.S.Dag No.254, under C.S. & R.S. Khatian No.2, Bearing Municipal Holding No. 27 & 27/1, 206, Station Road(East), P.S. New Barrackpore, Kolkata- 700131, within the ambit of Ward No- 16, within the local limits of New Barrackpore Municipality within the jurisdiction of the D.R. Registration Office of Barasat, District North 24 Parganas.

Yours' Faithfully

Sky Blue Construction

Partner

Sky Blue Construction

Partner

9662/2016

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रुपये
₹. 50



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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5.10.16

240-1378043/16

Dev Agmt
Addl. Registrar of Assurances-IV
Kolkata



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement notes attached to this document are the part hereof.

[Signature]
Additional Registrar
of Assurance-IV, Kolkata

5 OCT 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 5th Day of October in the year Two Thousand Sixteen [2016] of the Christian Era.

BETWEEN

Sky Blue Constructors
[Signature]
Partner

Sky Blue Constructors
[Signature]
Partner

SRI DIPAK DEBNATH (PAN-ADOPD6691B) Son of Sri Banamali Debnath, by faith Hindu, by Occupation - Business, residing at 206, Station Road (East), P. S. & P. O. New Barrackpore, Kolkata - 700131, District 24 Parganas North, 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 heirs, executors, administrators, legal representatives and assigns] of the **ONE PART**.

A N D

SKYBLUE CONSTRUCTION (PAN - ACXFS 6790E) a Partnership firm, having its registered office at 173, South Masunda, P.S. & P. O. New Barrackpore, Kolkata - 700 131, being represented by its partners namely (1) **SRI SURAJIT CHANDA**, (PAN- AYCPC6306R) son of Sri Narayan Krishna Chanda, by faith Hindu, by Occupation - Business, by Nationality - Indian, residing at 173, South Masunda, P.S. & P. O. New Barrackpore, Kolkata 700 131, District 24 Parganas North, (2) **SRI NARAYAN KRISHNA CHANDA** (PAN - AGPPC8229C) Son of Late Gopal Krishna Chanda, by faith Hindu, by Occupation Business, by Nationality Indian, residing at 173, South Masunda, P. S. & P. O. New Barrackpore, Kolkata-700131, District 24 Parganas North, hereinafter jointly called and referred to as the '**DEVELOPER**' [which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, successors, successors-in-interest, successors-in-office and assigns] of the **OTHER PART**.

WHEREAS one New Barrackpore Co-operative Society Ltd. became the absolute owner and processor of the plot of land measuring an area 5 Cottahs more or less, lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barrackpore Municipality, under ward no. 5, Sub Registrar Barrackpore, in the District of North 24 Parganas.

AND WHEREAS New Barrackpore Co-operative Society Ltd. represented by its Chairman Sri Haripada Biswas sold, conveyed and transferred of the plot of bagan land measuring an area 5 Cottahas more or less out of .38 satak more or less, it lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barrackpore Municipality, under ward no. 5, in the District North 24-Parganas, by way of registered deed of sale dated 24/02/1959, registered at Sub Registrar Barrackpore and recorded in Book No. 1.

Sky Blue Construction

Surajit Chanda

Partner

Sky Blue Construction

Narayan

Partner

Being No 929, for the year 1959 in favour of Smt. Santi Majumder wife of Sri Chittaranjan Majumder for valuable consideration mentioned therein.

AND WHEREAS after such purchase the said Smt. Santi Majumder while seized and possessed of the aforesaid property and mutated her name in the records of Local Municipality and paying rent and taxes regularly and punctually.

AND WHEREAS the said Smt. Santi Majumder sold, conveyed and transferred of the plot of bagan land measuring an area 2 Cottahas 8 Chittacks more or less out of 5 Cottahas more or less, it lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barracopore Municipality, under ward no. 5, in the District North 24-Parganas, by way of registered deed of sale dated 23/10/1990, registered at District Registrar Barasat and recorded in Book No. 1, Volume No. 131, Pages 233 to 240, Being No. 7120, for the year 1990 in favour of Smt. Pramila Debnath wife of Sri Banamali Debnath for valuable consideration mentioned therein.

AND WHEREAS after such purchase the said Smt. Pramila Debnath while seized and possessed of the aforesaid property.

AND WHEREAS the said Smt. Pramila Debnath sold, conveyed and transferred of the plot of bagan land measuring an area 2 Cottahas 8 Chittacks more or less it lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barracopore Municipality, under ward no. 5, being Municipal Holding No. 27/1, in the District North 24-Parganas, by way of registered deed of sale dated 06/06/1997, registered at District Registrar Barasat and recorded in Book No. 1, Volume No. 102, Pages 95 to 100, Being No. 4802, for the year 1997 in favour of Sri Dipak Debnath son of Sri Banamali Debnath for valuable consideration mentioned therein.

AND WHEREAS after such purchase the said Dipak Debnath while seized and possessed of the aforesaid property and mutated his name in the records of Local Municipality and B. L. & I. W. being Municipal Holding No. 27/1, under ward no. 16, and paying rent and taxes regularly and punctually.

AND WHEREAS New Barrackpore Co-operative Society Ltd. represented by its Chairman Sri Haripada Biswas sold, conveyed and transferred of the plot of bagan land measuring an area 5 Cottahas more or less out of 38 satak more or less, it lying and situated at Mouza - Kodalia, J. L. No.

Sky Blue Constructors

Surajit Chandra

Partner

Sky Blue Constructors

N. K. Dandy

Partner

36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barracpore Municipality, under ward no. 5, in the District North 24-Parganas, by way of registered deed of sale dated 24/02/1959, registered at Sub Registrar Barrackpore and recorded in Book No. 1, Being No. 929, for the year 1959 in favour of Smt. Santi Majumder wife of Sri Chittaranjan Majumder for valuable consideration mentioned therein.

AND WHEREAS after such purchase the said Smt. Santi Majumder while seized and possessed of the aforesaid property and mutated her name in the records of Local Municipality and paying rent and taxes regularly and punctually.

AND WHEREAS the said Smt. Santi Majumder sold, conveyed and transferred of the plot of bagan land measuring an area 2 Cottahas 8 Chittacks more or less out of 5 Cottahas more or less, it lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barracpore Municipality, under ward no. 5, in the District North 24-Parganas, by way of registered deed of sale dated 23/10/1990, registered at District Registrar Barasat and recorded in Book No. 1, Volume No. 131, Pages 241 to 248, Being No. 7121, for the year 1990 in favour of Sri Banamali Debnath son of Late Krishna Chandra Debnath for valuable consideration mentioned therein.

AND WHEREAS after such purchase the said Sri Banamali Debnath while seized and possessed of the aforesaid property.

AND WHEREAS the said Sri Banamali Debnath sold, conveyed and transferred of the plot of bagan land measuring an area 2 Cottahas 8 Chittacks more or less it lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Khardah Police Station, within the local limits of New Barracpore Municipality, under ward no. 5, being Municipal Holding No. 27, in the District North 24-Parganas, by way of registered deed of sale dated 06/06/1997, registered at District Registrar Barasat and recorded in Book No. 1, Volume No. 102, Pages 101 to 106, Being No. 4803, for the year 1997 in favour of Sri Dipak Debnath son of Sri Banamali Debnath for valuable consideration mentioned therein.

AND WHEREAS after such purchase the said Dipak Debnath while seized and possessed of the aforesaid property and mutated his name in the records of Local Municipality and B. L. & L. R. being Municipal Holding No. 27, under ward no. 16, and paying rent and taxes regularly and

Sky Blue Constructio

Sandeep Chandra

Partner

Sky Blue Constructio

Chandra

Partner

punctually morefully and particularly described in the First Schedule hereunder written hereinafter called the said property.

AND WHEREAS the said Sri Dipak Debnath owner of two plots of bagan land measuring an area 2 Cottahs 8 Chittacks more or less being Municipal Holding No. 27, and another measuring an area 2 Cottahs 8 Chittacks more or less being Municipal Holding No. 27/1, i.e. total area of land measuring an area 5 Cottahs more or less it lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Police Station Khardah now New Barrackpore, within the local limits of New Barrackpore Municipality, under ward no. 5 now 16, in the District North 24-Parganas.

AND WHEREAS Owner is desirous to develop the said property and to construct a multi storied building on the said property but could not do it himself and the Developer knowing the intention of the Owner and approached the said Owner to authorize them to develop the said property and to construct a multi storied building on the said property to which the Owner agree.

As a consideration of the said property the owner shall be entitled to get total 3700 Sft. Built up area out of which **One Garage** on the **Ground floor, Front Side**, measuring a built up area 200 Sq. ft. more or less and **One Flat** on the **Ground Floor, North East side** measuring built up area 834 Sft. more or less, **One Flat** on the **First Floor, North West side** measuring built up area 833 Sft. more or less, **One Flat** on the **Second Floor, South West side** measuring built up area 1000 Sft. more or less, **One Flat** on the **Third Floor, South East side** measuring built up area 833 Sft. more or less and a **forfeited cash consideration of Rs. 1,00,000/- (Rupees One Lakh) Only.**

The Developer with the execution of this Agreement has paid a Sum of **Rs.1,00,000/- (Rupees One Lakh)** only the receipt of which the owner admit and acknowledge.

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

Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

1.1 **OWNER** shall mean the above Owner/Landlord and his heirs, executors, administrators, legal representatives and assigns.

1.2 **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 successors in office.

Sky Blue Construction
Smarjit Chandra
Partner

Sky Blue Construction
N.K. Raut
Partner

THE PROPERTY shall mean the abovementioned premises hereunder written in the schedule property at Bagan land measuring an area **5 Cottahs** more or less it lying and situated at Mouza Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Police Station Khardah new New Barrackpore, being Municipal Holding No. 27 & 2//1, Kalibari Road, Extention, Kolkata - 700131, within the local limits of New Barrackpore Municipality, under ward no. 5 now 16, in the District North 24-Parganas morefully and particularly described in the schedule hereunder written.

1.3 THE BUILDING shall mean the building to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of **New Barrackpore Municipality** at the cost of the Developer.

1.4 THE UNIT shall mean the partly or wholly constructed flat/apartment/garage/ 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).

PROPORTIOANTE OR PROPORTIOANTE 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

1.5 THE COMMON PORTION shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.

1.6 THE ARCHITECT shall mean such Architect or Architectures appointed by the Developer. Architect for the building or such other architect or Architects or the building as may be appointed by the Developer cost of which will be borne by the Developer.

1.7 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 landlords portions.

1.8 OWNER ALLOCATION As a consideration of the said property the owner shall be entitled to get total **3700 Sft.** Built up area out of which **One Garage** on the **Ground floor, Front Side**, measuring a built up area **200 Sq. ft** more or less and **One Flat** on the **Ground Floor, North East** side measuring built up area **834 Sft.** more or less, **One Flat** on the **First Floor, North West** side measuring built up area **833 Sft.** more or less, **One Flat** on the **Second Floor, South West** side measuring built up area **1000 Sft.** more or less, **One Flat** on the **Third Floor, South East** side measuring built up area **833 Sft.** more or less and a **forfeited** cash consideration of **Rs. 1,00,000/-**

(Rupees One Lakh) Only

Sky Blue Constructio
Smajit Chakraborty
Partner

Sky Blue Constructio
Nk Randa
Partner

1.9 **DEVELOPER'S SHARE** – shall mean rest of the constructed area i.e. all the constructed area except Owner's allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.

1.10 **TRANSFERER** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owner in favour of the purchaser on receipt of consideration.

1.11 **TRANSFeree** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.

1.12 The word importing singular shall include plural and vice versa.

1.13 Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE - II COMMENCEMENT

2.1 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

3.1 That excepting the Owner nobody else have any right, title and interest claim or demand whatsoever or howsoever ~~into or~~ upon the said property.

3.2 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.

3.3 The land property is free from all encumbrances, charges, liens, dispendence, attachments, trusts whatsoever or howsoever.

3.4 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.

3.5 That the total area of the land comprise in the said property is **5 Cottahs** be the same a little more or less.

3.6 That the Owner 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 second party / Developer.

3.7 That the Owner further undertake to execute the Registered Power of Attorney in favour of the Second party Developer and the land Owner will give the Developer/ Second party all the powers required for the purpose of making such construction at **their** 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 developer's allocation.

Sky Blue Construction

Surajit Chandra

Partner

Sky Blue Construction

(Khand)

Partner

ARTICLE - IV DEVELOPER'S RIGHT

4.1 THAT on the power and by virtue of this agreement the Developer/Second party are 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.

4.2 That the second party / Developer are hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the New Barrackpore Municipality and entire cost shall be borne by the second party / Developer alone.

4.3 The Developer / Second party shall be entitled to appoint its own labour masons contractor building 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 Second party / Developer and all the risk and liability together with all responsibility shall remain with Developer / Second party and he will 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 hand over to the prospective purchaser.

4.4 The Developer / Second party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions 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 advances or earnest money. That the said earnest money accepted by the Second party / Developer shall remain charges only with the Developer and the Owner's allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the Owner's allocation for any misappropriation of any money by the second party/ Developer or for any deal nor they shall have any right to seek any order or injunction from any court in respect of the Owner's allocation.

ARTICLE - V TIME

5.1 The Developer shall complete the said building within 24 (Twenty Four) months from the date of Signing of this Development Agreement whichever is later time may be extended to another Three months under unavoidable circumstances on mutual discussion.

ARTICLE - VI DEVELOPER'S RIGHT AND REPRESENTATIONS

6.1 The Developer hereby undertake the responsibility to get the plan sanctioned form the New Barrackpore Municipality and start construction of the building and to complete the whole complex within 24 (Twenty four) months from the date of Signing of this Development Agreement

Sky Blue Construction

Swazil Chand

Partner

Sky Blue Construction

AK Chand

Partner

Surajit Chandra
Partner

Chandra
Partner

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 give complete possession first time of the Owner's allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission form the authority/ authorities concerned.

6.3 To bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE – VI OWNER'S ALLOCATION

7.1 As a consideration of the said property the owner shall be entitled to get total 3700 Sft. Built up area out of which **One Garage** on the **Ground floor, Front Side**, measuring a built up area **200 Sq. ft** more or less, **One Flat** on the **Ground Floor, North East side** measuring built up area **834 Sft.** more or less, **One Flat** on the **First Floor, North West side** measuring built up area **833 Sft.** more or less, **One Flat** on the **Second Floor, South West side** measuring built up area **1000 Sft.** more or less, **One Flat** on the **Third Floor, South East side** measuring built up area **833 Sft.** more or less and a **forfeited** cash consideration of **Rs. 1,00,000/-** (Rupees One Lakh) Only

ARTICLE – VIII DEVELOPER'S ALLOCATION

8.1 In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owner allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the roof and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the party of the Developer to obtain any further consent of the Owner and this agreement it self shall be treated as consent of the Owner.

ARTICLE – IX PROCURE

9.1 The Owner shall grant to the Developer a Registered Power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan C.C. Certificate 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 apart from the owner's allocation.

9.2 **NOTWITHSTANDING** grant of 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

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

ARTICLE - XI BUILDING

11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

11.2 The Developer shall install and erect in the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead Reservoir, Electrification, permanent electric connection from the CESC/ WBSEB and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Owner ship basis or otherwise

11.3 The Developer shall bear the entire costs of construction including Architects, fees, fees for building plan and C.C. to be sanctioned from New Barrackpore Municipality, without creating any financial or other liabilities on the Owner regarding the construction.

ARTICLE - XII COMMON FACILITIES

12.1 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.

12.2 After the completion of the total construction the Developer and the Owner including her respective assignees will bear the cost of common facilities and maintenance charges like costs of any Durwan pump Motor and Electric charges in the common areas in proportion of her respective possession including proportionate share or premium for insurance of the building if any meter fire of and scavenging charges etc.

12.3 Common areas mean main gate stair landing, roof, electric meter, room water, reservoir sewerage etc.

ARTICLE - XIII PROCEEDING

13.1 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.

Sky Blue Constructio

Suresh Chandra
Partner

Sky Blue Constructio

(K) Ravi
Partner

Suresh Chandra

Partner

C.K. Bandy

Partner

ARTICLE - XIV OWNER'S INDEMNITY (PART-1)

14.1 The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

DEVELOPER INDEMNITY (PART-II)

14.a 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.

14.b 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 MISCELLANEOUS

15.1 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 the parties hereto constitutes as an association or persons.

15.2 The Owner hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owner shall execute any additional Power of Attorney and/or authorization in favour of the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owner and/or against the spirit of this Agreement.

15.3 The Developer and Owner shall from a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give her consent to abide by the same.

15.4 The name of the building shall be decided later on by the Owner/Developer mutually.

15.5 As and from the date of the completion of the building the Developer and/or her transferee and the Owner and/or her transferee and her successors shall each be liable to pay and bear proportionate charges on account of Ground floor rent and wealth tax and other taxes payable in respect of her share of the constructed areas.

15.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.

15.7 All arrear Municipal Taxes and/or any other taxes and/or other taxes before to execution of this Agreement will be paid by the by the Owner and if any thing is paid by the Developer that will recovered from the Owner by cash.

15.8 All the documents must be approved by the Developer's advocate.

15.9 The Developer shall demolish the existing structure at its own costs and expenses and shall appropriate the salvages and building materials.

15.10 The Owner also agree to sign all necessary deeds and declaration for amalgamation of the said property within the adjoining plot.

15.11 The Owner shall bound to show the original all deeds and relevant documents to the developer when necessary required.

15.12 The developer shall pay compensation to the owner of Rs. 30,000/- (Rupees Thirty Thousand) only per month if the developer will not complete in schedule time.

ARTICLE - XVI FORCE MEAJEURE

16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force meajeuire and shall be suspended from the obligations during the duration the force meajeuire.

16.2 Force Meajeuire shall mean flood, earth - quake, riot war, tempest civil commotion, strike and /or any other acts or commission beyond the reasonable control of the Developer.

ARTICLE - XVII JURISDICTION

17.1 The court of North 24 Parganas alone shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of this presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF LAND)

ALL THAT piece and parcel of plot of Bagan land measuring an area **5 Cottahs** more or less lying and situated at Mouza - Kodalia, J. L. No. 36, R. S. No. 93, Touzi No. 169, comprised in C. S. & R. S. Dag No. 254, under C. S. & R. S. Khatian No. 2, within the jurisdiction of Police Station Khardah now New Barrackpore, within the local limits of New Barrackpore Municipality under ward no. 5 now 16, being Municipal Holding No. 27 & 27/1, Kalibari Road, Extension, Kolkata-700131, in the District North 24-Parganas and the said entire property is butted and bounded as follows :-

ON THE NORTH	Property of Saktipada Bose.
ON THE SOUTH	Property of Durba Karmokar.
ON THE EAST	Property of Subir Mitra.
ON THE WEST	12 feet wide Municipal Road.

Sky Blue Construction

Surajit Chandra
Partner

Sky Blue Construction

Chandra
Partner

THE SECOND SCHEDULE ABOVE REFERRED TO[OWNER'S ALLOCATION]

As a consideration of the said property the owner shall be entitled to get total 3700 Sft. Built up area out of which **One Garage** on the **Ground floor, Front Side**, measuring a built up area **200 Sq. ft** more or less and **One Flat** on the **Ground Floor, North East side** measuring built up area **834 Sft.** more or less, **One Flat** on the **First Floor, North West side** measuring built up area **833 Sft.** more or less, **One Flat** on the **Second Floor, South West side** measuring built up area **1000 Sft.** more or less, **One Flat** on the **Third Floor, South East side** measuring built up area **833 Sft.** more or less and a **forfeited cash consideration of Rs. 1,00,000/- (Rupees One Lakh) Only.**

The Developer with the execution of this Agreement has paid a Sum of **Rs.1,00,000/- (Rupees One Lakh) only** the receipt of which the owner admit and acknowledge.

THE THIRD SCHEDULE ABOVE REFERRED TO :(DEVELOPER'S ALLOCATION)

After fulfillment of the Owner allocation / deduction of the Owner's allocation the rest portion of the constructed area of the proposed building shall belongs to the developer only with undivided proportionate share of land and/or other common amenities and facilities with common roof right thereof at Holding No.27 & 27/1, Kalibari Road, Extention, Kolkata- 700 131.

THE FOURTH SCHEDULE ABOVE REFERRED TO :-(SPECIFICATION OF CONSTRUCTION WORK)

BUILDING :: R.C.C. frame structure building.

WALLS :: brick wall with sand cement mortar, outside wall 8"/5" and inside partition wall 3" wide.

WINDOWS :: Aluminum Window fitted with glass panel and Grill / Sliding window.

DOORS :: Door frame will be made of with Sal/Local wood and door shutter flush door with commercial ply Bath room door PVC or equivalent


FLOORING :: Marble with 6" scarting, bathroom wall fitted with glazed tiles.

KITCHEN :: Kitchen table and sink will be made with Black stone. And upon the top of the table 3 feet height white glazed tiles finish fitted with one exhaust fan point and one light point one tap will be provided on the sink. And one below the sink.

TOILETS :: Wall up to height 6' feet finished with white glazed tile and fitted with Indian pan European, PVC Cistern and Wash Basin, along with water supply.

ELECTRICITY :: All Electrical wiring, concealed type with copper wire five points in each bed room and Dining room, one light point and one exhaust fan point in the toilet and kitchen.

PLUMBING :: All internal pipe line concealed type with G.I pipe and all outside line with P.V.C pipe

Sky Blue Constructio

Partner

Sky Blue Constructio

Partner

LIFT : One good quality lift provide

PAINTING : Inside of the Flat finished with plaster of parish and outside of the building finished with cement paint and weather coat And all wooden and Grill work with priming coat

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day, month, and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES

1. *Bansajit Chandra*
17E rd Ghansabak Pur
KD-1-1001

Datta

SIGNATURE OF THE OWNER

2. *Pronoy Kumar Singha*
Adv.

Sky Blue Construction
Sourjit Chandra
 Partner

Sky Blue Construction
CK Chandra
 Partner

SIGNATURE OF THE DEVELOPER

DEED PREPARED BY ME

Pronoy Kumar Singha
 Pronoy Kumar Singha
 Advocate
 High Court, Calcutta
 9830236264 (Mobile)
 WB/388/07

Sky Blue Construction
Sourjit Chandra
 Partner

Sky Blue Construction
CK Chandra
 Partner

MOMO OF CONSIDERATION

RECEIVED a sum of Rs.1,00,000/- (Rupees One Lakh) only. As an earnest money from the Developer with in named as memo below;

paid by cash on lali.

Rs. 1,00,000/-

Total Rs. 1,00,000/-

(Rupees One Lakh) only

IN THE PRESENCES OF:

1. *[Handwritten Name]*

2. *[Handwritten Name]*
Advocate.

[Handwritten Signature]

SIGNATURE OF THE OWNER

Sky Blue Construction
[Handwritten Name]
Partner

Sky Blue Construction
[Handwritten Name]
Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2016, Page from 359848 to 359871
being No 190409662 for the year 2016.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2016.10.26 16:58:04 +05:30
Reason: Digital Signing of Deed.

Al

(Asit Kumar Joarder) 26-10-2016 16:58:02
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

Sky Blue Construction
Surajit Chandra
Partner

Sky Blue Construction
CK Handa
Partner

(This document is digitally signed.)