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DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS AGREEMENT is made on this the .3.4... day of May, Two Thousand Seventeen (2017) A. D.

- Date 3rd day of May, 2017.
- 2. Place D. S. R. I, Barasat, North 24 Parganas.
- 3. Parties
- 3.1. SRI HIMADRI ROY (PAN -ACSPR5070M), son of Late Anath Bandhu Roy, by faith Hindu, by Nationality Indian, by Occupation Retired, residing at 13, Main Road (West), P. O. New Barrackpore, P. S. Ghola at present New Barrackpore, District North 24 Parganas, Kolkata 700131, hereinafter called and referred to as the "LAND OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

office at Nababharati, P. O. - Nabapally, P. S. - Barasat, District - North 24 Parganas, Kolkata - 700126, represented by its sole proprietor SRI DHIMAN DEBNATH (PARI - AGGPES448P), son of Late Narayan Chandra Debnath, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Nababharati, P. O. - Nabapally, P. S. - Barasat, District - North 24 Parganas, Kolkata - 700126, hereinafter referred and called to as the DEVELOPER (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, executors, administrators, legal representative and essigns) of the OTHER PART/ SECOND PART.

Land Owner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

- 4. Subject Matter of Development:
 - 4.1. Project Property: ALL THAT piece and parcel of Land measuring an area of 06 (Six) Cottah 06 (Six) Chittaks 30 (Thirty) sqft., be the same a little more or less, along with pucca structure measuring an area about 1000 sq.ft. standing thereon, out of which 06 decimals of land in L. R. Dag No. - 191 & 04 Decimals of land in L. R. Dag No. - 222, comprised in Scheme No. I and III of the Development Plan of the Society [(NEW BARRACKPORE CO-OPERATIVE HOMES LTD. (formerly New Barrackpore Co-Operative Colony Society Ltd.)], in C. S. Dag No. - 50, 52, 60, R. S. Dag - 743 (P), 745 (P), 766(P) 767 (P), Mouza - Aharampur, J. L. No. - 35, Khatian No -1247 corresponding to L. R. Khatian No. - 1434 (Stands in the name of Himadri Roy), Co-Operative Ward No - 2, Municipal Holding No. 13, Main Rd. West. Near Dr. B C Roy Sarani, Old Ward No - 8 New Ward No. 4, of New Barrackpore Municipality, P. S. - Khardah at present New Barrackpore, A. D. S. R. O. - Barrackpore at present Sodepur, in the District of North 24 Parganas (erstwhile 24 Parganas).
- 5. Background, Representations, Warranties and Covenants:
- 5.1. Representations and Warranties Regarding Title: The Land Owner has made the following representation and given the following warranty to the Developer regarding title.

5.1.1 Absolute Ownership of Land Owner:

WHEREAS the Land Owner herein purchased all that piece and parcel of Land measuring an area of 06 Cottah 06 Chittaks 30 sqft., be the same a little more or less, in Scheme No. I and III of the Development Plan of the Society [(NEW BARRACKPORE CO-OPERATIVE HOMES LTD. (formerly New Barrackpore Co-Operative Colony Society Ltd.)], in C. S. Dag No. - 50, 52, 60, R. S. Dag - 743 (P), 745 (P), 766(P), 767 (P), corresponding to L. R. Dag No. - 191 & 222, Mouza - Aharampur, J. L. No. - 35, Khatian No - 1247, Co-Operative Ward No - 2, Municipal Holding No. 13, Old Ward No - 8 New Ward No. 4, of New Barrackpore Municipality, P. S. - Khardah at present New Barrackpore, in the District of North 24 Parganas (erstwhile 24 Parganas) by a Registered Deed of Conveyance, being No. - 00073, dated - 12/09/2008, executed and registered by NEW BARRACKPORE CO-OPERATIVE HOMES LTD. (formerly New Barrackpore Co-Operative Colony Society Ltd.) duly registered under the Bengal Co-Operative Societies Act, 1940 (now governed by the West Bengal Co-Operative Societies Act, 1983) as a housing Co-Operative Society vide Registration No. 20 / 24 - Parganas of 1950 and having its present office at Aharampur, P. O. - New Barrackpore, P. S.- Khardah at present New Barrackpore, District - North 24-Parganas, Kolkata - 700131, and the said Deed was registered with the office of D. S. R. - I, North 24 Parganas, copied in Book No. - I, CD Volume No. - 1, pages from 901 to 916, being No. - 00073 for the year 2009.

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AND WHEREAS after purchasing the said land the present Land Owner herein got his name duly recorded in the records of present L. R. Settlement Operation, under L. R. Khatian No. – 1434, L. R. Dag No. – Page 4 of 32

191, area of land 06 Decimals, & L. R. Dag No. – 222, area of land 04 Decimals, and he also got his name duly mutated in the office of local New Barrackpore Municipality, under Old Ward No – 8 New Ward No. 4, Holding No – 13, Main Rd. West. Near Dr. B C Roy Sarani, and the present Land Owner herein has been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, and the said land is free from all encumbrances, charges, liens, mortgages whatsoever.

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AND WHEREAS thus the Land Owner is absolutely seized and possessed or otherwise well and sufficiently entitled to the said property and the same is free from all encumbrances ALL THAT piece and parcel of land measuring about 06 (Six) Cottah 06 (Six) Chittaks 30 (Thirty) sqft., more or less (hereinafter called and referred to as the "SAID PROPERTY") with all easements and appurtenances and enjoying the same with good right, full and absolute power of Ownership by paying usual taxes and rents thereof having every right to transfer the same to anybody in any way free from all encumbrances charges, liens, litigations or action whatsoever, which is more fully described in the First Schedule hereinafter written.

6. Desire of Development of the land & Acceptance: The said SRI HIMADRI ROY, Land Owner herein express his desire to develop the aforesaid land measuring 06 (Six) Cottah 06 (Six) Chittaks 30 (Thirty) sqft., more or less, by constructing multi-storied building (G+3) thereon in accordance with the building sanction plan to be sanctioned by the concerned New Barrackpore Municipality, and the present Developer has accepted the said proposal and the present Land Owner has decided to enter into the present Joint Venture/ Development & rage 2 of 32

Construction Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written,

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7. Power of Attorney: For the smooth running of the said project, the Land Owner herein agreed to execute a registered Development Power of Attorney, by which the Land Owner herein will appoint and nominate TILOTTAMA CONSTRUCTION, a proprietorship firm, having its office at Nababharati, P. O. - Nabapally, P. S. - Barasat, District - North 24 Parganas, Kolkata - 700126, represented by its sole proprietor SRI DHIMAN DEBNATH (PAN - AGGPD8448P), son of Late Narayan Chandra Debnath, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at Nababharati, P. O. -Nabapally, P. S. - Barasat, District - North 24 Parganas, Kolkata -700126, as his Constituted Attorney, to act on behalf of the Land Owner and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owner and also for to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper regarding the developer's allocation.

8. DEFINITION:

8.1. Building: Shall mean multi storied building (G+3) so to be constructed on the project property.

- 8.2. Name of the Building: shall mean the new multi storied (G+3) building so mentioned in above shall be named and called under the name and style of <u>RENUKA ABASAN</u> as preferred exclusively by the Second Part/Developer so agreed and consented by the First Part/Land Owner. The Developer will use, quote, mention & apply the said name RENUKA ABASAN. in everywhere; wherever it need to use, quote, mention & apply for the proposed project work & any work related to it.
- 8.3. Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, stair, lift, lobby areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.4. Saleable Space: Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.5. Land Owners' Consideration : Shall mean the consideration against the project by the Land Owner, which is as follows:-
 - The land owner will be entitled to get an adjustable/ refundable amount of Rs. 4,00,000/- (Rupees Four Lakhs) only in the following manner:
 - a. The developer shall pay a sum of Rs. 2,00,000/- to the land owner at the date of registration of this development agreement.
 - That developer shall pay the balance sum of Rs. 2,00,000/- only after the sanction of proposed multistoried building from the concern municipality.

It is to be mentioned that the land owner shall liable to repay/refund the aforesaid refundable amount to the developer without any bank interest at the time of hand over the owner's allocated flats and garages which is mentioned written here under.

- 8.6 Land Owner's Allocation: Shall mean the developer shall liable to hand over the 30% of physical constructed area of the proposed G+3 multistoried building which are as follows:
 - a. One habitual complete flat measuring about 900 Sq.ft. covered area on the first floor, being Flat no "D" in the South East Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner by the developer which is morefully and particularly described in the second schedule written here under.
 - b. One habitual complete flat measuring about 900 Sq.ft. covered area on the second floor, being Flat no "D" in the South East Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner by the developer which is morefully and particularly described in the second schedule written here under.
 - c. One habitual complete flat measuring about 900 Sq.ft. covered area on the third floor, being Flat no "E" in the South West Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner by the developer which is morefully and particularly described in the second schedule written here under.
 - d. One habitual complete flat measuring about 500 Sq.ft. covered area on the third floor, being Flat no "C" in the East Side of the

proposed multistoried building along with other amenities and other rights and common uses in favour of the owner by the developer which is morefully and particularly described in the second schedule written here under.

- e. Three habitual complete Garage measuring about 120 Sq.ft. covered area each on the ground floor, in the Front Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner by the developer which is morefully and particularly described in the second schedule written here under.
- f. It is mentioned here that after measurement of the aforesaid owner's allocated flats and garages thereafter if any excess area as owners allocation will be found in 30% of the physical constructed area of the multistoried building in such case the developer will agree to purchase that excess area @ Rs.2000/- per sq.ft. from the owner herein and that will be paid at the time of hand over the owners allocation.
- 9. Developer's Allocation: Shall mean all the remaining area (Remaining 70%) of the proposed multi storied building excluding Land Owner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written herein below.
- 10. Shifting Charge: Shall mean the developer shall provide the alternative residential accommodation in the local area for the owner till hand over the owner's allocation and during this period the monthly rent will be fixed after negotiation between owner and

developer here-in-after search out the alternative accommodation and the developer shall pay in advance rent for the period of one year to the owner. Accordingly the same terms and condition will continue till hand over the owner's allocation. More over the developer shall pay the shifting charges for transfer the articles to the rented premises to the owner.

- 10.1. Architect / Engineer: Shall mean such person or persons being appointed by the Developer.
- 10.2. Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Land Owner as a transfer of space in the said building to intending purchasers thereof.
- 10.3. Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the New Barrackpore Municipality in the names of the Land Owner for construction of the building including its modification and amenities and alterations.
- 10.4. Built Up Area (For any Individual Unit): Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- 10.5. Covered Area (For any Individual Unit): Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.
- Super Built Up Area (For any Individual Unit) : Here super built 10.6. up area means the total covered area plus service area.

rage 10 of 32

11. LANDOWNER'S RIGHT & REPRESENTATION.

- 11.1. Indemnification regarding Possession & Delivery: The Land
 Owner is now seized and possessed of and / or otherwise well
 and sufficiently entitled to the project property in as it is
 condition and deliver physical as well as identical possession to the
 Developer to develop the project property.
- 11.2. Free From Encumbrance: The Land Owner also indemnify that the project property is free from all encumbrances and the Land Owner have marketable title in respect of the said premises,

12. DEVELOPER, PROMOTER'S RIGHTS

- 12.1. Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement,
- 12.2. Right of Construction: The Land Owner hereby grant permission an exclusive right to the Developer to build new building upon the project property.
- 12.3. Right of Dismantling the existing Structure: The Land
 Owners hereby grant permission an exclusive right to demolish
 the existing old structure after sanction the building plan as well as
 shifting the land owner to another accommodation and to build
 new building upon the project property, and after dismantling the
 old structure all materials will belong to the Developer.
- 12.4. Construction Cost: The Developer shall carry out total construction work of the present building at their own costs and expenses, No

liability on account of construction cost will be charged from Land Owner' Allocation,

- 12.5. Sale Proceeds of Developer Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively,
- 12.6. Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Land Owner as a Power of Attorney Holder, All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Land Owner.
- 12.7. Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owner.
- 12.8. Profit & Loss: The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Land Owner' Allocation on account of loss or vice versa on account of profit from Developer's Allocation.
- 12.9. Possession to the Land Owner: On completion of the project the Developer will handover undisputed possession of the Land Owner's Allocation Together With all rights of the common facilities and amenities to the Land Owner with Possession Letter and will take release from the Land Owner by executing a Deed of Release along with the completion certificate from the municipality.

- 12.10. Possession to the intending purchaser: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holder of the Land Owner in respect of developer's allocation.
- 12.11. Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holder of the Land Owner in respect of developer's allocation.
 - 13. CONSIDERATION:
 - 13.1. Permission against Consideration: The Land Owner grant permission for exclusive right to construct the proposed multistoried building in consideration of Land Owner's Allocation to the Developer.
 - 14. DEALING OF SPACE IN THE BUILDING:
 - 14.1 Exclusive Power of Dealing of Land Owner: The Land
 Owner shall be entitled to transfer or otherwise deal with Land
 Owner's Allocation in the building and the Developer shall not in
 any way interfere with or disturb the quiet and peaceful possession
 of the Land Owner's Allocation,
 - 14.2 Exclusive Power of Dealing of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Land Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

15. POWER AND PROCEDURE:

For entering into an agreement for sale of the developer's allocations, the Land Owner undertake to execute Registered Development Power of Attorney in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the land Owner and to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on behalf of land owner and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper in respect of developer's allocation of the proposed multistoried building.

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16. NEW BUILDING:

- a. Completion of Project: The Developer shall at their own costs construct, and complete the proposed building with standard quality material as may be specified by the Engineer from time to time.
- b. Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L. and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having selfcontained apartments and constructed for sale of flats therein on Ownership basis and as mutually agreed upon,
- c. Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges,

supervision charges etc, shall be discharged and paid by the
 Developer and the Land Owner shall bear no responsibility in this context,

- 17. Taxes & Other Taxes of the Property: The Land Owner shall pay and clear up all the arrears on account of taxes and outgoing of the said property up to the date of this agreement. And after that will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.
 - From the date of completion and allocation of the floor area between the Land Owner and the Developer the taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Land Owner, by the Developer and / or their nominee/nominees and the Land Owner and / or their nominee / nominees respectively,
- 18. Upkeep Repair &. Maintenance: Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof, will be done by all occupiers of the Buinding.
- 19. Materials to be used: the Developer shall use all the standard quality materials for construction of the building.

20. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:

a. Delivery of Possession: As soon as the building will be completed, the Developer shall give written notice to the Land Owner requiring the Land Owner to take possession of the Page 15 of 32 Land Owner's Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.

- b. Payment of Taxes: Within 30 days from the receive possession of Land Owner's Allocation and at all times there after the Land Owner shall be exclusively responsible for payment of all property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owner's Allocation only,
- c. Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Land Owner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners' Association, the service charges for the common facilities in the new building payable in respect of the Land Owner'S Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, lift and other common facilities whatsoever as may be mutually agreed from time to time,

21. COMMON RESTRICTION:

- 21.1 Restriction of Land Owner and Developer in common: The Land
 Owners' Allocation in the building shall be subject at to the same
 restriction and use as are applicable to the Developer's Allocation in
 the building intended for common benefits of all occupiers of the
 building, which shall include as follows:-
 - Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
 - ii. Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other parties in this behalf.
 - iii. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all the terms and conditions on their respective part to be observed and / or performed,
 - iv. Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulations,
 - v. The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in rage 1/ 0/36

good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

- vi. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- vii. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- viii. The Land Owner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Land Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

22. LANDOWNER'S OBLIGATION:

a. No Interference:

The Land Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the

construction of the building by the Developer, but the land owner shall every right to inspect the building materials and also raise objection and take step for the same. The land owner will bear the proportionate cost of installation of electric meter and transformer.

23. DEVELOPER'S OBLIGATIONS:

- a. Time Schedule of Handing Over Land Owner's Allocation: The Developer hereby agree and covenant with the Land Owner to handover Land Owner's Allocation (more fully described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of registration of this agreement failing which another 06 (Six) months will be given as grace period.
- b. Penalty: If the Land Owner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation to the Land Owner as per negotiation between the land Owner and Developer.
- c. No Violation: The Developer hereby agree and covenant with the Land Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building, not to do any act, deed or thing, whereby the Land Owner are prevented from enjoying, selling, assigning and / or disposing of any Land Owner's Allocation in the building at the said premises vice versa.

24. LANDOWNER'S INDEMNITY

Indemnity: The Land Owner hereby undertakes 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,

25. DEVELOPER'S INDEMNITY:

The Developer hereby undertake to keep the Land Owner indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

26. MISCELLANEOUS:

- a. Contract Not Partnership: The Land Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Land Owner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- b. Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and thingsi that is not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owner and various applications and other documents may be required to be signed or made by the Land Owner related to which specific provisions may not have been mentioned herein. The Land Owner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owner shall execute any such additional power of attorney and / or authorization as may be required to the Developer for any such purposes and the Land Owner also undertakes to sign and execute all

such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Land Owner and / or against the spirit of these presents.

- c. Not Responsible: The Land Owner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Land Owner indemnified against all actions, suits, proceedings, costs,, charges and expenses in respect thereof.
- d. Process of Issuing Notice: Any notice required to be given by the Developer to the Land Owner shall without prejudice to any other mode of service available be deemed to have been served on the Land Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- e. Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Land Owner hereby agree to abide by all the rules and regulations to be framed by any society / association who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given his consent to abide by such rules and regulations.
- f. Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any rage 21 07 32

financial institution without mortgage the aforesaid land and proposed project also.

- g. Documentation: The Land Owner delivered all the Xerox copies of the original title deed relating to the said premises, If it is necessary to produce original documents before any bank authority or his agents and other authorities for verification, the Land Owner will bound to produce documents in original before any competent authorities for inspection,
- h. Roof /Terrace: The entire roof/terrace of the building shall belong to the land owner subject to if by virtue of any change, the New Barrackpore Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at their own costs and expenses and the area so to be constructed shall be shared by the Developer and the land Owner hereto as per the same ratio (70:30) and otherwise the ultimate roof shall belong to occupiers.

27. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

28. DISPUTES:

Any dispute or differences relating to and or arising out of and or touching in this agreement and or breach of any terms and conditions by any parties are every right to take shelter of law against each and other according to the C P C.

29. LEGAL SERVICE:

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant herein before mentioned and to file any suit before competent Court of law.

30. JURISDICTION: In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 06 (Six) Cottah 06 (Six) Chittaks 30 (Thirty) sqft., be the same a little more or less, along with pucca structure measuring an area about 1000 sq.ft. standing thereon, out of which 06 decimals of land in L. R. Dag No. – 191 & 04 Decimals of land in L. R. Dag No. – 222, comprised in Scheme No. I and III of the Development Plan of the Society [(NEW BARRACKPORE CO-OPERATIVE HOMES LTD. (formerly New Barrackpore Co-Operative Colony Society Ltd.)], in C. S. Dag No. – 50, 52, 60, R. S. Dag – 743 (P), 745 (P), 766(P), 767 (P), Mouza – Aharampur, J. L. No. – 35, Khatian No – 1247 corresponding to L, R. Khatian No. – 1434 (Stands in the name of Himadri

Roy), Co-Operative Ward No – 2, Municipal Holding No. 13, Main Rd. West. Near Dr. B C Roy Sarani, Old Ward No – 8 New Ward No. 4 of New Barrackpore Municipality, P. S. – Khardah at present New Barrackpore, A. D. S. R. O. – Barrackpore at present Sodepur, in the District of North 24 Parganas (erstwhile 24 Parganas), Kol. 131 upon which the newly proposed multistoried building (G + 3) in the name and style of RENUKA ABASAN is to be constructed in accordance with the building plan sanctioned from the New Barrackpore Municipality, which is butted and bounded as follows;-

On the North: 12 feet wide Municipal Road.

On the South: House of Gour Bose & Dwijendra Nath Paul.

On the East : House of Jiban Krishna Paul.

On the West : House of Smt. Subhra Bhattacharjee.

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNER'S ALLOCATION: The Land Owner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:-

It is agreed by and between the parties to this agreement that the Land Owner shall be entitled to receive the 30% (Thirty Percent) of the physical constructed area and the proposed multi storied (G + 3) building to be constructed together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building and the space allocation will be in the following manner:-

- a. One habitual complete flat measuring about 900 Sq.ft. covered area on the first floor, being Flat no "D" in the South East Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner proportionately.
- b. One habitual complete flat measuring about 900 Sq.ft. covered area on the 2nd floor, being Flat no "D" in the South East Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner proportionately.
- c. One habitual complete flat measuring about 900 Sq.ft. covered area on the third floor, being Flat no "E" in the South West Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner proportionately.
- d. One habitual complete flat measuring about 500 Sq.ft. covered area on the third floor, being Flat no "C" in the East Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner proportionately.
- e. Three habitual complete Garage measuring about 120 Sq.ft. covered area each on the ground floor, in the Front Side of the proposed multistoried building along with other amenities and other rights and common uses in favour of the owner proportionately.

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- It is also settled that except the Land Owners' Allocation as described above, the Land Owner will not get any area from the construction of the multi storied building, so to be constructed by the present Developer on the land in question, The other areas will be the exclusive consideration of the developer.
- The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION: Shall mean all the remaining share (Remaining 70%) of the building (excluding Land Owner' Allocation as described above) along with the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the Land Owner's Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with

intending purchaser / purchasers, teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute Owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Area & facilities]

The Owner of the land along with the other co-Owner, occupiers, society or syndicate or association shall allow each other the following easement and quasi easements rights privileges etc.

- a) Land under the said building described in the First Schedule.
- b) All sides spaces, back spaces, paths, common passages, main entrance, lilt, lift room, landing stair case up to ultimate roof of the building, iii) Water line, septic tank, drain ways, Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- c) General lighting of the common portions and space for installations of electric meter and transformer in general and separate.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specification for Construction]

1. STRUCTURE	: Building Designed with R.C.C Frame structure rests on individual column foundation as per structural design approved by the competent Authority.
2. EXTERNAL WALL	: 5"/8" thick brick wall and plastered with Cement Mortar.
3. INTERNAL WALL	: 5" thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris with one coat primer.

DOORS	: All door frames of the door in the flat shall be made of good quality sal wood. All the doors are made as flash doors.
. WINDOW.	: Steel window frame fitted by glass with standard quality Grill mainly in south side and Aluminum Shutter sliding in other side.
S. KITCHEN	: Cooking platform and sink will be black stone and 2'-0" height Glazed Tiles above the platform to protect the oil spot. One C.P. bib cock point will be provided Apart from above, extra payment to be paid for extra works by Land owner as well as purchaser for their respective flat
7. SANITARY FITTING	: One European type commode make with standard low down cistern plumbing fittings and two C.P Bib-Cock and one shower point in bath with 6" height Glazed tiles from floor level for each toilets. These toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are made of high density standard polymer pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source. If there is any need of geyser, extra payment to be borne by Land owner as well as purchasers for their respective flat.
8. W.C.	: One English white commode with lowdown PVC cistern, Two C.P Bib Cocks and 5' height Glazed tiles to b provided. Apart from above, extra payment to be paid for extra works by Lan

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	owner as well as purchaser for their respective flat.
9. WATER	: 24 hours water facility through O.H Tank from the source of Deep tube well (through submersible pump) which installed inside the Apartmen compound and or from Municipality supply water which will be reserved in the reservoir tank.
10. FLOORING	All the Floor are finished with floor tiles (vitrified 2x2) with 4" skirting.
11. GRILL	: Standard quality of Grill shall be fixed a Balcony/ Verandah up to 3'-0" height only.
12. ELECTRIFICATION	BED ROOM 2 (Two) Light points. 1 (One) Fan point. 1 (One) plug point (5AMP) DINING AND DRAWING ROOM: 2 (Two) Light points. 1 (one) Fan point. 1 (one) plug point (5AMP) 1 (one) power plug point (15 AMP) VERANDAH / BALCONY: 1 (one) light point. 1 (one) plug point (5AMP) KITCHEN: 1 (one) light point.

	1 (one) Exhaust Fan point. 1 (one) power plug point (15 AMP) TOILET: 1 (one) light point. 1 (one) Exhaust Fan point. CALLING BELL: 1 (one) calling bell point at the main entrance. If there is any extra point or works that will be borne by Land owner as well as purchaser for their respective flat.
13. PAINTING	: a) Inside wall of the flat will be plaster of Paris and external wall with snowcem. b) All door frames and shutter painted with two coats primer.
14. LIFT	YES.

ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION.

- a) The extra work may be done subject to architect's prior approval and money will be deposited in advanced.
- b) That Developer will at their own cost will arrange Main Electric Meter, Transformer, and all the occupiers of the said multistoried building will bear the cost proportionately including the land owner.
- c) The decision of developer will be final.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED & DELIVERED in presence of following Witnesses:

1. M. John WH: Basa Balasa.

2. Palmh Duth. 96. Nababharati, Nabapally Bararat - 700/26

DRAFTED BY:

Partho Prahm - Marolay

Partha Pratim Mandal

Advocate

District Judges' Court, Barasat Enrollment No. – F/1608/1468/2000 SIGNATURE OF THE LAND
OWNER

Simme Salvin

SIGNATURE OF THE DEVELOPER

S. Bhowlite
Prominent

Barasat.

deedhome@gmail.com

MEMO OF CONSIDERATION

Received Rs. 2,00,000/- (Rupees Two Lakhs) only by the Land Owner herein, as adjustable/ refundable amount out of the total adjustable/ refundable amount of Rs. 4,00,000/- (Rupees Four Lakhs) only from the Developer herein as per schedule below:-

Cash/ Cheque/ D. D. No.	Name of Bank/ Branch	Date	Amount
983846	Canara Bank, Barasat Branch	3/05/2017	2,00,000/-
		Total -	Rs. 2,00,000/-

Total Rupees Two Lakhs only

WITNESSES:-

1. Majahir usi:
2. Palmh Duth

Himasoni Rey SIGNATURE OF THE LAND

OWNER

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

19-201718-000834473-1

Payment Mode

Online Payment

GRN Date: 03/05/2017 12:33:59

Bank:

Vijaya Bank

BRN:

15296810

BRN Date: 03/05/2017 12:33:56

DEPOSITOR'S DETAILS

d No.: 15011000152338/7/2017

(Query No Jouery Year)

Name:

Partha Pratim Mandal

Contact No.:

Mobile No.:

+91 9831103324

E-mail:

Address:

Barasat, Thana: Barasat, North 24 Barganas

Applicant Name:

Mr Partha Pratim Mandal

Office Name :-

Office Address:

Status of Depositor :

Advocate

Purpose of payment / Remarks:

le, Development Agreement or Construction agreement

Payment No 6

PAYMENT DETAILS

Identification SI. No. No.

Foos

Head of A/C Description

Head of A/C

Amount[₹]

15011000152338/7/2017 15011000152338/7/2017

Property Royl Station Stamp duty Property Registration-Registration

0030-02-103-003-02 0030-03-104-001-16 20 25

In Words:

Rupees Forty Five only

Total

45

DER RULE 44A OF THE I.R. ACT 1908

" Name: HIMADRI ROY

LITTLE	RING	MIDDLE	FORE	THUMB	
0					বাম হাত
THUMB	FORE	MIDDLE	RING	LITTLE	1
				W A	ডান হাত

Hom on ver Rouge Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardiar/Testator. (Tick the appropriates status)

(2) Name: DHIMAH DEBNATH

LITTLE	RING	MIDDLE	FORE	THUMB	
			0		বাম হাত
THUMB	FORE	MIDDLE	RING	LITTLE	
0			0		ডান হাত

All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

Debude

N.B.: L.H. = Left hand finger prints & R.H. = Right hand finger prints.

Major Information of the Deed

Deed No :	1-1501-02822/2017	Date of Registration	03/05/2017	
THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	1501-1000152338/2017	Office where deed is registered		
Query No / Year Query Date	28/04/2017 3:48:48 PM	D.S.R I NORTH 24-PARGANAS, District: Nor 24-Parganas		
Applicant Name, Address & Other Details	Partha Pratim Mandal Barasat, Thana: Barasat, District 9831103324, Status: Advocate	: North 24-Parganas, WEST E	BENGAL, Mobile No. :	
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction		[4305] Other than Immovable Property, Declaration (No of Declaration : 2]		
Set Forth value		Market Value		
ORI LOITH AGING	The second secon	Rs. 12,98,350/-		
Channel In Policiery	MINTER AND THE PROPERTY OF THE PARTY OF THE	Registration Fee Paid	对是在美国公司	
Stampduty Paid(SD)		Rs. 25/- (Article E, E, M(b))		
Rs. 5,020/- (Article:48(g))	Descrived Br. 50/ / FIFTY orb			
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urbarea)			

Land Details:

District: North 24-Parganas, P.S.- Khardaha, Municipality: NEW BARRACKPORE, Road: Dr.B.C.Roy Sarani, Mouza:

Sah		Khatian	Land	DO CO CO	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number LR-191	LR-1434	Bastu	Danga	6 Dec		7,79,010/-	Width of Approach Road: 12 Ft.,
L2	LR-222	LR-1434 Bastu Danga 4 De	4 Dec		5,19,340/-	Width of Approach Road: 12 Ft.,		
_		TOTAL :			10Dec	0 /-	12,98,350 /-	
_	Grand	Total:			10Dec	0 /-	12,98,350 /-	

Land Lord Details:

0	Name	Photo -	Fringerprint	Signature
	Mr Himadri Roy Son of Late Anath Bandhu Roy Executed by: Self, Date of Execution: 03/05/2017 , Admitted by: Self, Date of Admission: 03/05/2017 ,Place : Office			Himmun Ray
		ew Barrackpore,	£71 pp/ps/(017	03/05/2017

17/05/2017 Query No:-15011000152338 / 2017 Dead No :1 - 150102822 / 2017, Document is digitally signed.

No.:: ACSPR5070M, Status :Individual

roper Details :

Name, Address, Photo. Finger print and Signature

No

TILOTTAMA CONSTRUCTION (Sole Proprietoship)

NABABHARATI, P.O.: NABAPALLY, P.S.: Barasat, District: North 24-Parganas, West Bengal, India, PIN - 700126, PAN No.:: AGGPD8448P, Status: Organization

Representative Details:

1 Name	Photo	Finger Print	Signature
Mr Dhiman Debnath (Presentant) Son of Late Narayan Chandra Debnath Date of Execution - 03/05/2017, Admitted by: Self, Date of Admission: 03/05/2017, Place of Admission of Execution: Office			Dimen Debonda
	May 3 2017 2:31PM	LY1, 80/05/2017	03/05/2017

700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGGPD8448P Status: Representative, Representative of : TILOTTAMA CONSTRUCTION (as proprietor)

Identifier Details:

Constant to the second second	Name & address	THE RESERVE TO SERVE THE RESERVE TO
	asat, District:-North 24-Parganas, West Bengark, Citizen of India, Identifier Of Mr Himadri	
7	4	03/05/2017

myalweus.

Trans	fer of property for L	
SI.No	From	To, with area (Name-Area)
1	Mr Himadri Roy	TILOTTAMA CONSTRUCTION-6 Dec
Trans	fer of property for L	2
SI.No	From	To. with area (Name-Area)
1	Mr Himadri Roy	TILOTTAMA CONSTRUCTION-4 Dec

Details as per Land Record

North 24-Parganas, P.S.- Khardaha, Municipality: NEW BARRACKPORE, Road: Dr.B.C.Roy Sarani, Mouza:

Sch Plot & Khatian		Details Of Land		
No	Number	Owner:হিমানী রাস, Gurdian:অনাথ বন্ধু, Address:নিজ, Classification:বার্ত,		
L1	RS Plot No:- 743), LR Khatian	Area:0.06000000 Acre.		
12	LR Plot No:- 222(Corresponding RS Plot No:- 766), LR Khatian	Owner,হিমানী মান, Gurdian:অনাগ বন্ধু, Address:নিজ, Classification:ডাসা, Area:0.04000000 Acre,		

Endorsement For Deed Number: 1 - 150102822 / 2017

On 02-05-2017

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. 12,98,350/-

Sel

Sujata Tarafdar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS

North 24-Parganas, West Bengal

On 03-05-2017

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.

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

Presented for registration at 13:26 hrs on 03-05-2017, at the Office of the D.S.R. - I NORTH 24-PARGANAS by Mr Dhiman Debnath

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

Execution is admitted on 03/05/2017 by Mr Himadri Roy, Son of Late Anath Bandhu Roy, 13 Main Road West, P.O. New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Retired Person

Indetified by Md Jahir Uddin, . , Son of Md Amzed All, Barasat Court, P.O: Barasat, Thana: Barasat, . North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Muslim, by profession Law Clerk

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

Execution is admitted on 03-05-2017 by Mr Dhiman Debnath, proprietor, TILOTTAMA CONSTRUCTION (Sole Proprietoship), NABABHARATI, P.O.- NABAPALLY, P.S.- Barasat, District.-North 24-Parganas, West Bengal, India,

Indetified by Md Jahir Uddin, , , Son of Md Amzed Ali, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Muslim, by profession Law Clerk

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/- ,M(b) = Rs 4/-) and

Registration Fees paid by Cash Rs 0/-, by online = Rs 25/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/05/2017 12:33PM with Govt. Ref. No: 192017180008344731 on 03-05-2017, Amount Rs: 25/-, Bank: Vijaya Bank (VIJB0009203), Ref. No. 15296810 on 03-05-2017, Head of Account 0030-03-104-001-16

Lot Stamp Duty

med that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-, online - Rs 20/-

Description of Stamp

2. Stamp. Type: Impressed, Serial no 158, Amount Rs.5,000/-, Date of Purchase: 02/05/2017, Vendor name: H C

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/05/2017 12:33PM with Govt. Ref. No. 192017180008344731 on 03-05-2017, Amount Rs. 20/-, Bank: Vijeya Bank (VIJB0009203), Ref. No. 15296810 on 03-05-2017, Head of Account 0030-02-103-003-02



Supriya Chattopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS North 24-Parganas, West Bengal

Registered in Book - I
Volume number 1501-2017, Page from 55987 to 56027
being No 150102822 for the year 2017.





Digitally signed by SUPRIYA CHATTOPADHAY Date: 2017.05.17 10:45:12 +05:30 Reason: Digital Signing of Deed.

(Supriya Chattopadhyay) 5/17/2017 10:45:11 AM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS West Bengal.

(This document is digitally signed.)