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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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অর্থনৈতিক বিষয়
নথীভুক্ত করা হয়েছে
একটি প্রতিলিপিতে
অর্থনৈতিক বিষয়
নথীভুক্ত করা হয়েছে
একটি প্রতিলিপিতে

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30 DEC 2019

30 DEC 2019

DEVELOPMENT AGREEMENT

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2421 5000/- 21/12/2019
 Tarak Dey
 Nandani Pal
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বি. মাল
 জেলা সচিব
 ডি. ডি. ন.
 কাল ২৫/১২/২০২১
 হাট নং ২০০,০০০/-



Adm. Sec. Sub-Registrar
 Barrackpore North 24 Pgs
 13 0 DEC 2019

THIS DEED OF AGREEMENT is made on this 30th day of DECEMBER, 2019 **BETWEEN (1) SRITARAK DEY (PAN-AGBPD0905C)** son of Late Ajit Dey, by faith-Hindu, by occupation-Business, by nationality- Indian, residing at Antarik, Palta, P.O. Bengal Enamel, P.S. Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (2) **SRIJOYDEB CHAKRABORTY (PAN-AEHPC2223C)** son of Late Jagannath Chakraborty, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at Sangramgarh, Badamtala, P.O.- Bengal Enamel, P.S.- Noapara, District- North 24 Parganas, Pin-743122, West Bengal, hereinafter jointly called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART**.

AND

" **SHELTER CONSTRUCTION** " (PAN-ADNFS0120R). a Partnership firm, having its office at 36(29), E-Road, Anandapuri, P.O.- Nona Chandanpukur, P.S.- Titagarh, District- North 24 Parganas, Kolkata- 700 122, represented by its partners namely (1) **SRI PRABIR DEBNATH (PAN-AIXPD3697F)** son of Sri Mirnal Debnath, by faith-Hindu, by occupation- Business, residing at 36/39, Central Road, P.O.- Nona Chandanpukur, P.S.- Titagarh, District- North 24 Parganas, Kolkata- 700 122, West Bengal, (2) **SRI TAPAS ROY (PAN-AFAPR5502F)** son of Late Paresh Chandra Roy, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 22, K.C.Roy

Contd...P-3.

Lane, P.O.-Ichapore-Nawabganj, P.S.- Noapara, District- North 24 Parganas, Pin-743144, West Bengal, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors, legal representatives and/or assigns) of the **OTHER PART**,

WHEREAS Smt. Mithu Bairagi (Debnath) and her mother Smt. Renukana Debnath (now deceased) and his brother Sri Bijoy Krishna Debnath (now deceased) jointly got a plot of Bastu land measuring more or less 4 (Four) Cottahas, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, L.O.P.No.328, comprised and contained in C.S. & R.S.Plot No.6427(P) and 6337(P), under P.S.-Noapara, District- North 24 Parganas, by way of gift from the Governor of West Bengal, Department of Refugee, Relief and Rahabilitation, by virtue of of registered Deed of Gift and the same was registered in the office of the A.D.R., North 24 Parganas, Barasat on 08.03.1991, written in Book No.1, Volume No.2, pages from 293 to 296, being No.149, for the year 1991.

AND WHEREAS while in khas physical possession over the same the said Renukana Debnath died intestate on 18.02.2002, leaving behind her the following persons as her only legal heirs, under the provision of Hindu Succession Act, in resepct of her 1/3rd undivided individual share in the aforesaid property.

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Sl.No.	Name.	Relationship with the Deceased.
(i)	Smt. Mithu Bairagi.	Married daughter.
(ii)	Sri Bijoy Krishna Debnath	Son.
(iii)	Smt. Krishna Dey.	Married daughter.
(iv)	Smt. Jaba Roy	Married daughter.
(v)	Smt. Subhra Debnath .	Married daughter.

AND WHEREAS there are no other legal heirs and successors to inherit her undivided 1/3rd share of property left by deceased Renukana Debnath, save and except the above named persons. Be it mentioned here that the husband of Renukana Debnath namely Jagnewar Debnath died prior to his wife's death on 20.09.1983.

AND WHEREAS after the demise of Renukana Debnath, the above named legal heirs are the joint owners of the aforesaid property and while so seized and possessed of the same the said Smt. Mithu Bairagi (Debnath) recorded her name in the L.R.Settlement Records in L.R.Khatian No.22233 & 22266, L.R.Dag No.9792, land measuring more or less .0264 Acre and the said Bijoy Krishna Debnath also recorded his name in the L.R.Settlement Records in L.R.Khatian Nos. 22232 & 22241, L.R.Dag No.9792, land measuring more or less .0264 Acre and the said Smt. Krishna Dey (Debnath) also recorded her name in the L.R.Settlement Records in L.R.Khatian No.22243, L.R.Dag No.9792, land measuring more or less .0044 Acre and the said Subhra Debnath also recorded her name in the L.R.Settlement Records in L.R.Khatian No.22261, L.R.Dag No.9792, land measuring more or less .0044 Acre, all classification of Bastu and occupied and enjoyed the same without any disturbance from any corder whatsoever.

Contd...P-5.

AND WHEREAS the said Smt. Mithu Bairagi (Debnath), Smt. Krishna Dey (Debnath) and Smt. Jaba Roy (Debnath) alongwith their sister Smt. Subhra Debnath jointly transferred their undivided proportionate share of property i.e. land measuring 2 Cottahas 6 Chittacks 18 Sq.ft. alongwith part of 340.40 Sq.ft. of Asbestors Shed structure out of total land measuring more or less 4 Cottahas alongwith 584 Sq.ft. Asbestors Shed structure bry way of gift of their brother Sri Bijoy Krishna Debnath, by virtue of a registered Deed of Gift and the same was executed on 19.10.2004 and registered in the office of A.D.S.R.O., Barrackpore on 01.06.2005, written in Book No.I, Volume No.98, pages from 231 to 238, being No.3316 for the year 2005.

AND WHEREAS after obtaining the aforesaid property by way of gift and his own undivided 2/5th share i.e. 1 Cottaha 9 Chittacks 27 Sq.ft. alongwith part of Asbestors shed structure by way of gift and thus the said Bijoy Krishna Debnath was the Owners of total plot of land measuring more or less 4 Cottahas alongwith 584 Sq.ft. Asbestors Shed structure and occupied and enjoyed the same without any disturbance from any corner whatsoever.

AND WHEREAS due to some unavoidable circumstances the aforesaid Gift Deed, Vide No.3316/2005 was cancelled and the same was registered in the office of the A.D.S.R.O., Barrackpore on 16.07.2017, written in Book No.I, Volume No.1505-2017, pages from 48461 to 48473, being No.150502307 for the year 2017 and the said Bijoy Krishna Debnath have no right , title and interest in the aforesaid gifted property, which was gifted by his sisters Smt. Mithu Bairagi

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(Debnath) and Smt. Subhra Debnath and the same was reverwd to the aforesaid persons and the aforesaid persons are the joint occupiers and recorded owners of B.L. & L.R.O. alongwith their co-owners and occupied and enjoyed the same without any disturbance from any corner whatsoever.

AND WHEREAS while so seized and possessed of the same and thereafter the said Bijoy Krishna Debnath died intestate on 28.05.2018, leaving behind the following legal heirs as follows:-

<u>Sl.No.</u>	<u>Name.</u>	<u>Relationship with the Deceased.</u>
(i)	Smt. Sima Debnath (Ganguly)	Wife.
(ii)	Sri Koushik Debnath.	Son.
(iii)	Smt. Kaberi Chatterjee (Debnath)	Married daughter.

There are not other legal heirs and successors to inherit his undivided proportionate share of property left by deceased Bijoy Krishna Debnath save and except the above named persons.

AND WHEREAS whiel so seized and possessed of the same said Subhra Debnath died intestate on 22.05.2018, leaving behind the following legal heirs as follows:-

<u>Sl.No.</u>	<u>Name.</u>	<u>Relationship with the Deceased.</u>
(i)	Sri Sunil Debnath.	Husband.
(ii)	Sri Nilkantha Debnath.	Son.
(iii)	Sri Tamal Debnath.	Son.
(iv)	Smt. Dola Bhowmick (Debnath)	Married daughter.
(v)	Smt. Mala Debnath	Married daughter.

Contd...P-7.

There are no other legal heirs and successors to inherit her undivided proportionate share of property left by deceased Subhra Debnath save and except the above named person.

AND WHEREAS the said Smt. Sima Debnath, Sri Koushik Debnath and Smt. Kaberi Chatterjee (Debnath) are the joint owners of the aforesaid property and still occupying and enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS the Land Owners herein Sri Tarak Dey and Sri Joydeb Chakraborty jointly purchased the aforesaid plot of Bastu land measuring more or less 4 (Four) Cottahas togetherwith R.T.Shed structure standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6427(P) & 6337 (P), L.O.P.No.328, corresponding to L.R.Khatian No.23280 & 23266, under L.R.Dag No.9792, under the local limits of North Barrackpore Municipality being Municipal Holding No.453 of Sangramgarh Bye Lane, under Ward No.12 and within the jurisdiction of A.D.S.R.O., Barrackpore, under P.S.-Noapara, District- North 24 Parganas, from said Smt. Sima Debnath, Sri Koushik Debnath and Smt. Kaberi Chatterjee (Debnath), through a clear registered Deed of Conveyance, duly registered at

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Conveyance, duly registered at A.D.S.R.O. Barrackpore on 18.12.2018 and was also recorded in Book No.I, Volume No.1505-2018, pages from 167712 to 167773, being No.150505779 for the year 2018.

AND WHEREAS having purchased the aforesaid property through the aforesaid registered Deed of Conveyance, the Land Owners herein jointly got their names mutated with the Assessment Register of North Barrackpore Municipality and have been paying taxes to the authority concerned regularly.

AND WHEREAS with a view to develop or cause to be developed by constructing a multi-storied building over the plot of land, morefully and particularly described in the schedule hereinbelow, hereinafter called and referred to as the "**SAID PROPERTY**" the Developer herein approached and expressed its intention to develop the undermentioned schedule of property according to the building plan to be approved and sanctioned by the North Barrackpore Municipality.

AND WHEREAS the owners herein hereby agree to authorise the Developer to construct the multi-storied (G+4) building over the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the North Barrackpore Municipality

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and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost of the developer on the terms and conditions stipulated hereunder:

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

ARTICLE-I

DEFINITION

1. OWNERS : Means (1) **SRI TARAK DEY** son of Late Ajit Dey, residing at Antarik, Palta, P.O. Bengal Enamel, P.S. Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (2) **SRI JOYDEB CHAKRABORTY** son of Late Jagannath Chakraborty, residing at Sangramgarh, Badamtala, P.O.- Bengal Enamel, P.S.- Noapara, District- North 24 Parganas, Pin-743122, West Bengal
2. DEVELOPER : Means "**SHELTER CONSTRUCTION**" a Partnership firm, having its office at 36(29), E-Road, Anandapuri, P.O.-Nona Chandanpukur, P.S.- Titagarh, District- North 24 Parganas, Kolkata- 700 122, represented by its partners namely (1) **SRI PRABIR DEBNATH** son of Sri Mirnal Debnath,

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residing at 36/39, Central Road, P.O.-Nona Chandanpukur, P.S.- Titagarh, District- North 24 Parganas, Kolkata- 700 122, West Bengal, (2) SRI TAPAS ROY son of Late Paresh Chandra Roy, residing at 22, K.C.Roy Lane, P.O.-Ichapore-Nawabganj, P.S.- Noapara, District- North 24 Parganas, Pin-743144, West Bengal,

3. LAND : The land described in the schedule hereunder written.
4. BUILDING : Means 5 (five) storied building to be constructed on the schedule property in accordance with the plan to be sanctioned by the North Barrackpore Municipality in the name of the owners and at the cost of construction charges and expenses of the developer hereinafter referred to as the said building.
5. ARCHITECT : Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.
6. BUILDING PLAN: Plan to be sanctioned by the North Barrackpore Municipality.

Contd...P-11.

7. TRANSFER : Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer of Flat/Shop in multi-storied building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.
8. TRANSFEREE: Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.
9. TIME : Shall mean the construction to be completed within 24 (twenty four) months from the date of sanctioned plan.
10. COMMENCEMENT : This agreement shall be deemed to have commencement with effect from the date of execution of this agreement .
11. COVERED AREA : Shall mean the plinth area of the building measuring at the floor level of the basement or any story and as shall be computed by inclusion of the thickness of the internal and

Contd..P-12.

external walls, save that if any wall be common between separate two portions/flats/rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/room.

12.COMMON AREA : Shall mean the area of the lobbies, staircase,landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portions/flat for the use of the co-owners of the flats/rooms i.e. water pump room in the ground floor and open terrace of the Top floor etc. as per sanctioned building plan or plans.

13.COMMON PORTIONS : Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.

Contd...P-13.

14. COMMON FACILITIES: Shall include corridors, stair-case, water pump, AND AMENITIES pump house, over head tank and such other facilities which may be mutually agreed by and between the parties and required for the location free enjoyment, maintenance, upkeep and/or proper management of the building including the top floor roof.
15. SINGULAR : Shall include the plural and vise versa.
16. MASCULINE : Shall include the feminine and vise versa.
17. TRANSFEREES : Shall mean the person, firm, limited company, association or persons to whom any space/flat in the building is proposed to be transferred on Ownership basis for Residential purpose as well.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

(A) This Agreement shall come into effect automatically and immediately on execution of these presents by and between the Parties hereto.

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(B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of an registration of Deed or Deeds of conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat/shops portion in the proposed building togetherwith undivided right, title and interest in the land.

ARTICLE-III LAND OWNERS' REPRESENTATION

(a) The Land owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

(b) None other than the a Land owners have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

(c) That none other than the Land owners i.e. the party of the one part hereto, have any claim, right, title and/or demand whatsoever in respect of the said property and/or any portion thereof.

(d) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, acquisition, requisition whatsoever or howsoever.

(e) That the Developers i.e. the Other part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, have agreed to do the

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proposed development of the said holding in terms and conditions as contained herein above.

(f) That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

(i) The Land owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.

(ii) The Land owners have absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications

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thereof. The building shall be constructed exclusively for residential and commercial use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) All outgoings including other rates, taxes duties and other impositions by the North Barrackpore Municipality or other any competent authority in respect of the said property shall be paid by the Land Owners.

(iv) All funds and/or finance to be required for completion of the entire project shall be provided by and/or otherwise arranged by the Developer exclusively.

(v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats/shops of the proposed building/buildings which completely includes as Developers' areas/portions in the proposed building at the said premises and/or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owners or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards to Land Owners. The Developers will complete the construction of the building with the standard materials as would be available in the market.

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(vi) The Developer will be entitled to prepare Plan and modify or alter the Plan and to submit the same to the concerned authority in the name of the owners at his own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners.

(vii) The Developer hereby undertake to indemnify and keep indemnified the Land owners from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the North Barrackpore Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developers.

(ix) That the Developer will be entitled to take loan from any Financial Institution or any Nationalized Bank / Banks for completion of the said project and not to attach the property in question by infringing the Land owners' right and interest of the property in any manner whatsoever and no liability will be given to the Land owners regarding the outstanding loan of the Developer.

(x) The Developer will complete the construction within 18 months from the date of sanctioning the Plan by the Municipal authority. For

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this purpose Developer must take all necessary steps to obtain Sanctioned Building Plan from the respective authority.

(xi) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and and keep the owner indemnified.

(XI) The Developer shall obtain all necessary " No-Objection " certificate and procure " Completion Certificate " from all statutory authorities such as Municipality and others.

(XII) That the Developer will be bound to deliver the possession of the concerned flats and shops to the Land Owners as per Article-VI herein below after completion of the proposed multi storied building and thereafter the Developer will sale out his allocation to any intending purchaser or purchasers.

ARTICLE-VI CONSIDERATION

In consideration of the owners having granted the Developer an exclusive consent to develop the said premises provided herein the owner shall be the absolute ownership of 40% out of total constructed area duly approved and sanctioned by the North Barrackpore Municipality and rest 60% will be absolutely Developer's allocated area.

ARTICLE-VII PROCEDURE

1. The Land owners will execute a General Power of Attorney as may be required for the purpose of obtaining sanction of the Plan all

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$$\frac{58}{71} \cdot \frac{6}{11} = \frac{348}{781}$$
[illegible][illegible]
$$\frac{58}{71} \cdot \frac{6}{11} = \frac{348}{781}$$
$$\frac{58}{71} \cdot \frac{6}{11} = \frac{348}{781}$$

the owners' allocated flats as may be determined by the association or society to be formed after construction of the building and sale of all flats/shops. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats/shops in question among all consumers or purchaser.

ARTICLE-VIII CONSTRUCTION

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developers as per this agreement.

ARTICLE-IX POSSESSION

Immediately on execution of these presents the owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the owners and the Developer.

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ARTICLE-X BUILDING

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 24 months from the date of sanctioning of plan by the Municipal authority.

(b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrifications, permanent electric connection from the CESC Limited /WBSEB and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by CESE Limited/WBSEB in the said Building .

(c) The Developer shall at his own costs and expenses and without creating any financial or other liability on the owners construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developer during the period of construction subject to the sanction of the appropriate authorities.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land owners shall have no liability whatsoever in this context.

Contd...P-22.

ARTICLE-XI

RATES AND TAXES

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land owners under this agreement till the Development of the property from the date of taking over the possession.

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII

SERVICE AND CHARGES

(a) On completion of the Building and after possession of his respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges , maintenance of mechanical, electrical, sanitary and other equipments for common use maintenance and general management of the building.

(c) The Developer in consultation with the Land owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration /

Contd...P-23.

maintenance and other schemes and as well Association of Land Owners of the respective flats as and when formed.

ARTICLE-XIII COMMON RESTRICTIONS

- (a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as hide skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.
- (b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.
- (c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE-XIV LEGAL COMPLIANCE

- (i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developers to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.
- (ii) The owners shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by

Contd...P-24.

the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary .

ARTICLE-XVI OWNERS' INDEMNITY

The owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/ omission of any act or deed on the part of the Land owners.

ARTICLE-XVII TITLE DEEDS

The Land Owners shall keep ready all original documents and the title deed/deeds with them and Certified copy of the title deed/deeds to be made by the Developer, if necessary for their requirements and shall handover all the papers after completion of roof of the Second floor.

ARTICLE-XVIII MISCELLANEOUS

(a) The Land Owners and the Developer herein entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the developer and the owners but as joint venture between the parties hereto.

Contd..P-25.

(b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land owners if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land owners shall be deemed without prejudice to the owners mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

(c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the Developer hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.

(d) Each terms of this agreement shall be the consideration for the other terms.

(e) The Developer shall have full right of taking any advance, part payment and full consideration money from the intending buyer or buyers but handover of possession and registration will be completed after delivery of possession of Owners' allocation to the Land Owners herein.

ARTICLE-XIX

FORCE MAJEURE

1. Force Majeure is herein defined as :
 - (a) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.

Contd... P-26.

- (b) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.
- (c) Transportation delay due to force majeure or accidents.

2. The Developer and/or Land owners shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developers and/or owners mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners by the effective date.

ARTICLE-XX JURISDICTION

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XXI ARBITRATION

All disputes and differences arising between the parties to this agreement shall on the first place be referred to arbitrators nominated by each of the parties and whenever necessary arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Indian Arbitration Act, 1940 to process the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

Contd...P-27.

ARTICLE-XXII

GENERAL CONDITIONS

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.
- (c) This agreement or benefit hereunder shall not be transferable or assignable by the owners in whole or in part without the written consent of the Developers but this agreement or benefit thereunder can be assigned by the Developer in favour of any suitable third party either in part or in whole and in that event the owners shall have no objection in any manner or whatsoever nature.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of a residential land measuring an area more or less 4 (Four) Cottahas togetherwith R.T.Shed structure measuring 100 Sq.ft. standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6427(P) & 6337 (P), L.O.P.No.328, corresponding to L.R.Khatian No.23280 & 23266, under L.R.Dag No.9792, under the local limits of North Barrackpore Municipality being Municipal Holding No.453 of Sangramgarh Bye Lane, under Ward No.12 and within the jurisdiction of A.D.S.R.O., Barrackpore, under P.S.-Noapara, District- North 24 Parganas, which is butted and bounded as under:

Contd...P-28.

ON THE NORTH :	Property of Sachindra Nath Debnath.
ON THE SOUTH :	Property of Nityananda Debnath.
ON THE EAST :	10 ft. wide Municipal Road.
ON THE WEST :	20 ft. wide Sangramgarh Bye Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

- A. **FOUNDATION**:- R.C.C.Frame Structure.
- B. Walls:
- (i) All external walls will be 200 mm (eight inch) thick.
 - (ii) All partition walls between the flats and corridors will be 125 mm (Five inch) thick.
 - (iii) All internal partition wall within the flat shall be 75 mm. (3 inch) thick.
 - (iv) Inside-outside and ceiling will be plastered with cement and mortar.
 - (v) All the outside wall will be painted with cement base.
 - (vi) All the inside walls will be covered by plaster of paris with primer.
- C. **KITCHEN** :
- (i) Marble floor./Floor tiles.
 - (ii) One Stainless Steel sink.
 - (iii) Black stone at a length of 5' ft.
 - (iv) Glazed tiles on the walls above black stone upto a height of 2 ft. 6 inch.

Contd...P-29.

D. BATHROOM & PRIVY:

- (i) Marble floor/Floor tiles.
- (ii) Glazed ceramic tiles on the walls upto 6 ft 6 inch from the floor.
- (iii) One Indian type pan (White in colour).
- (iv) PVC type door.

E. BED & OTHER ROOMS:-

- (i) Vetrified floor tiles/Marble.
- (ii) All wall's plaster of paris with primer.

F. DOORS & WINDOWS:

- (i) Door frames shall be made of Malasian sal wood.
- (ii) All doors shall be of flash door of approve make.
- (iii) Windows aluminium with glass pints of approved make.
- (iv) All wooden frame shall be painted with one coat primer and two coats paining.

G. ELECTRICAL POINTS:

- (i) Concealed wiring.
- (ii) Electrical points in 5 Amp. (25 Nos. point for 2 BHK and 35 Nos. points for 3 BHK.
- (iii) Electrical point for AC (on extra payment).
- (iv) Electrical point Geyser(on extra payment).
- (v) Electrical point for Aquaguard (on extra payment).

Contd...P-30.

Common electrical points such as for lightning of stairs, common corridor and entrance passage at ground floor, parking space, and pump for overhead reservoir shall be provided.

H. TAPS AND FITTINGS :-

- (i) Water supply line for Geyser (on extra payment.
- (ii) Water supply line for Acquaguard (on Extra payment)

**DESCRIPTION OF THE COMMON FACILITIES AS DESCRIBED IN
THIRD SCHEDULE.**

- (i) 24 Hours Water Supply.
- (ii) Lift.
- (iii) Fire Fighting system with the following arrangements.
 - (a) Water point for fire fighting in each floor.
 - (b) CO2 Type fire extinguisher as per I.S.Specification.

**DESCRIPTION OF THE COMMON AREAS IN THE FOURTH
SCHEDULE**

- (i) All other walls of the building.
- (ii) All paths and passage.
- (iii) Staircase.
- (iv) Septic tank.
- (v) Compound of the Apartment.

- (vi) Overhead reservoir.
- (vii) All Boundary walls (if any).

IN WITNESSES WHEREOF, the Parties have hereunto put their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF :

- 1. Sudip Chakraborty.
paltan, Badam tala
pls - neapara

Torok 09

Debi Chakraborty.

- 2. A. B. S. Ane.
Tibogaon
Kod - 700119

Signature of the Land Owners.

Parabir Debnath

20/05/2019

Signature of the Developer.

Drafted and prepared by

Kalyan Ghosh
(Sri Kalyan Ghosh)
Deed Writer.

A.D.S.R.O. Barrackpore.
License No. W.R.-D.W.-X-38/1990

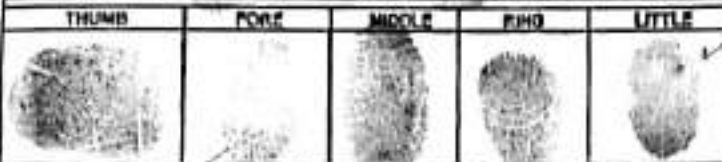
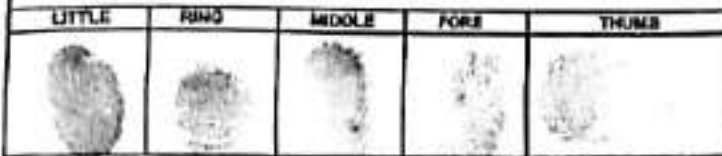
Typed by:

Srinjoy Biswas
(Sri Srinjoy Biswas)
A.D.S.R.O. Barrackpore.

OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS
D.S.R.-BARASAT & RA.-KOLKATA

STATUS - PRESENTANT

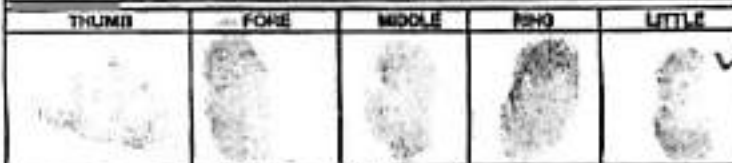
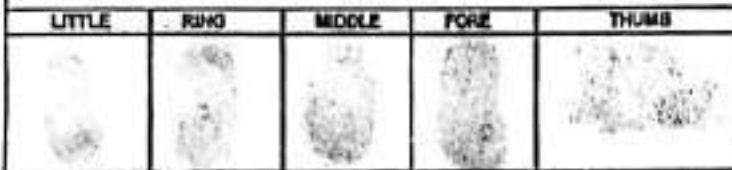
LEFT HAND FINGER PRINT NAME Toraj Chakraborty



RIGHT HAND FINGER PRINT

SIGNATURE Toraj Chakraborty

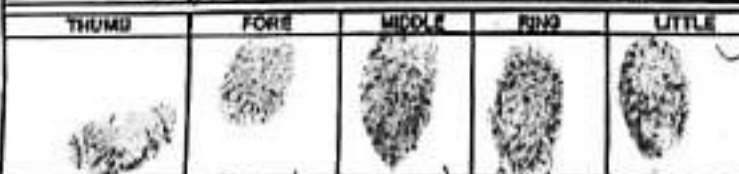
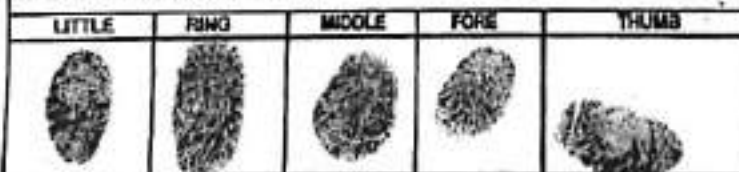
2. LEFT HAND FINGER PRINT NAME



RIGHT HAND FINGER PRINT

SIGNATURE Debash Chakraborty

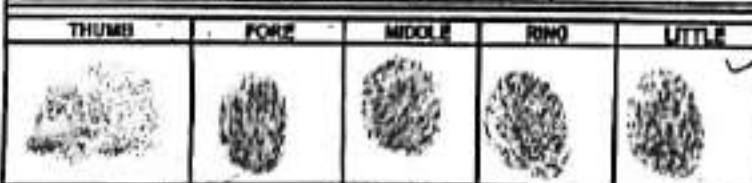
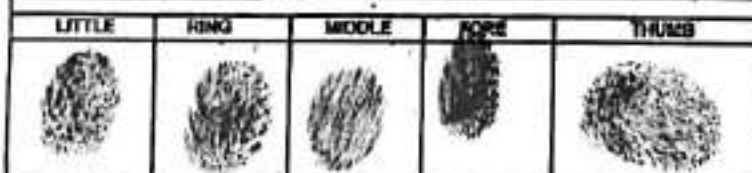
3. LEFT HAND FINGER PRINT NAME



RIGHT HAND FINGER PRINT

SIGNATURE Prabir Debnath

4. LEFT HAND FINGER PRINT NAME



RIGHT HAND FINGER PRINT

SIGNATURE Jagan Roy

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

19-201920-013425016-1

30/12/2019 09:48:32

IK0A\TRUC4

Payment Mode Online Payment

Bank : State Bank of India

BRN Date: 30/12/2019 09:48:23

DEPOSITOR'S DETAILS

Id No. : 15050001930642/2/2019

(Query No./Query Year)

Name : kalyaneswar ghosh

Contact No. :

Mobile No. : +91 9330923505

E-mail :

Address : ichapur nawabganj

Applicant Name : Mr Kalyaneswar Ghosh

Office Name :

Office Address :

Status of Depositor : Deed Writer

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	15050001930642/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	15050001930642/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

2041

In Words : Rupees Two Thousand Forty One only

Major Information of the Deed

Deed No :	I-1505-06115/2019	Date of Registration	30/12/2019
Deed No / Year	1505-0001930642/2019	Office where deed is registered	
Deed Date	17/12/2019 5:53:06 PM	A D S R. BARRACKPORE, District: North 24-Parganas	
Applicant Name, Address & Other Details	Kalyaneswar Ghosh Sastitala Ichapore, Thana: Noapara, District: North 24-Parganas, WEST BENGAL. Mobile No: 8336068262, Status: Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration: 2]		
Set Forth value	Market Value		
Rs. 27,00,000/-	Rs. 37,26,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article 48(g))	Rs. 21/- (Article: E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S. - Noapara, Municipality: NORTH BARRACKPORE, Road: Sangram Garh, Mouza: Ichapur, Ward No: 12, Holding No 453 JI No: 3, Pin Code: 743144

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-6427	RS-328	Bastu	Bastu	2 Katha	13,35,000/-	18,48,000/-	Width of Approach Road: 20 Ft. Adjacent to Metal Road.
L2	RS-6337	RS-328	Bastu	Bastu	2 Katha	13,35,000/-	18,48,000/-	Width of Approach Road: 20 Ft. Adjacent to Metal Road.
TOTAL :					6.6Dec	26,70,000 /-	36,96,000 /-	
Grand Total :					6.6Dec	26,70,000 /-	36,96,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	

of Registration under section 60 and Rule 69.
ed in Book - I
number 1505-2019, Page from 187807 to 187860
No 150506115 for the year 2019.



Digitally signed by ASIS KUMAR DUTTA
Date: 2019.12.31 12:15:10 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2019/12/31 12:15:10 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)