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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Signature Sheet and  
Endorsement Sheet are  
the Part & Parcel of the  
Document

D 233378

V/C NO- 1520 dt 05.10.18  
Q. NO. (0) 1533250 /18

DISTRICT SUB REGISTRAR-I  
HOOGHLY.

05 OCT 2018  
10 OCT. 2018

**DEVELOPMENT OR CONSTRUCTION AGREEMENT FOR  
DEVELOPMENT**

**THIS DEVELOPMENT OR CONSTRUCTION AGREEMENT FOR DEVELOPMENT** is made this on the 5<sup>th</sup> day of October, in the year 2018 (Two Thousand and Eighteen) of the Christian Era.

0000  
1187 5/10/2018



PLAN O  
97, 1598, L.R.  
NO - 6, MAHAL  
CHINSURAH, DIS  
PORTION A  
OWNERS NAME: JAGANNATHAN  
R.S. DAG NO: L.R. DAG NO: AREA  
1915, 1315/1512, 1600  
L.R. KHATAN NO: Gopasali, GRAS  
H

नाम- Satyam Construction Private Ltd,  
प्रतिनिधि- Represented by - Bichitra Ranjan Das  
आधिकारिक- अधिकारिता  
5000  
Chinsurah  
Hoo ghly.

*[Handwritten signature]*

Jaganmohan Boral



3648

Jaganmohan Boral



3649

Nandita Boral



3650

Sandipta Boral



3651

Satyam Construction Pvt. Ltd.

Bichitra Ranjan Das  
Director

*[Handwritten signature]*



উদ্বৃত্তি ওয়া-অধিদ-কান-1  
HOOGHLY.

05 OCT 2013

**PARTITION PLAN OF R.S DAG NO -1315,1315/1512,1311,1312, L.R DAG NO - 1600 , 1599, 1597, 1598 ,L.R KHATIAN NO - 2911 , 6775 , 5385 J.L NO -9, MOUZA BALLY WARD NO - 6 , MAHALLA - BORALGOLI , UNDER HOOGHLY CHINSURAH MUNICIPALITY P.S CHINSURAH, DIST HOOGHLY**

**PORTION A**  
OWNERS NAME JAGAMOHAN BORAL

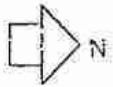
R.S DAG NO	L.R DAG NO	AREA OF LAND
1315, 1315/1512	1600	0.077 ACRE

L.R KHATIAN NO 6825 GRAGE = 100 SFT.

SHOWN THUS



COVD. AREA - 903 SFT



**PORTION B**  
OWNERS NAME NANDITA BORAL

R.S DAG NO	L.R DAG NO	AREA OF LAND
1315	1599	0.011 ACRE
1312	1598	0.013 ACRE
1311	1597	0.05 ACRE

L.R KHATIAN NO 6775

**PORTION B**  
OWNERS NAME SANDIPTA BORAL

R.S DAG NO	L.R DAG NO	AREA OF LAND
1315	1600	0.011 ACRE
1312	1598	0.013 ACRE
1311	1597	0.05 ACRE

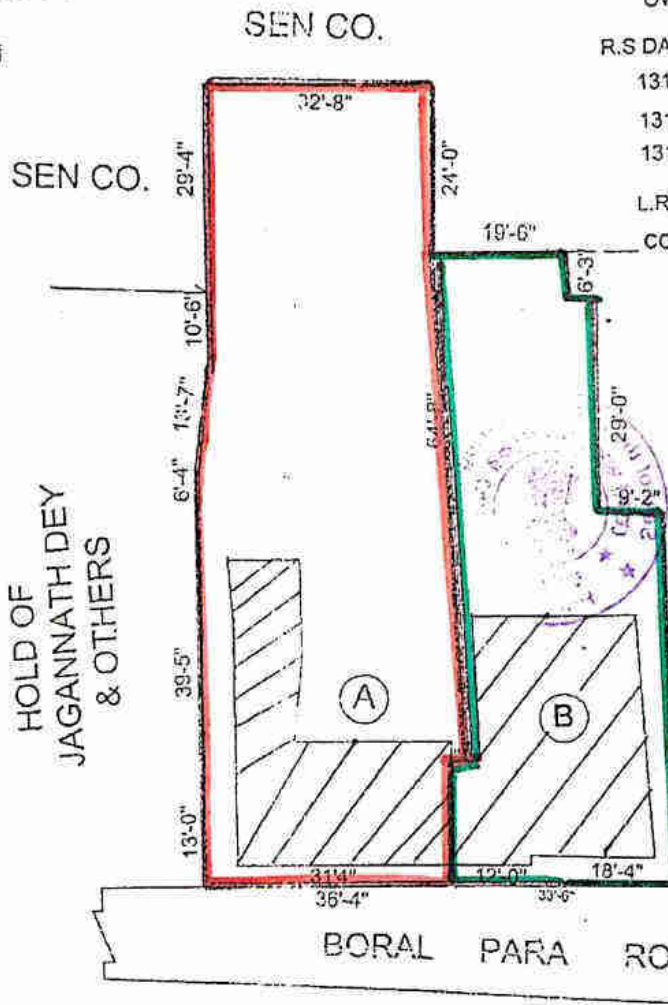
L.R KHATIAN NO 5385

COVD. AREA - 900 SFT

SHOWN THUS



GRAGE = 100 SFT.



HOOGHLY MUNICIPALITY  
CHINSURAH P.S.  
65/18-19

SIGNATURE OF OWNER

Jagamohan Boral  
Nandita Boral  
Sandipta Boral

SIGNATURE OF DEVELOPER

Saham Construction Pvt. Ltd.  
Rishikesh Raju D.  
Director

TRACE BY

Somnath Sarkar  
Registered Planner, Surveyor, Estimator  
Hooghly Chinsurah Municipality  
Page No. 65/18-19  
27/10/18

**BETWEEN**

"SATYAM CONSTRUCTION PRIVATE LIMITED" a private limited company registered under section 18 (1) (A) of the companies act 1956 bearing (P.A.N. AARCS3759E), having Regd. Office 'Akash Apartment' 1st Floor, Gopalpur, P.O. Asansol- 4, P.S. Asansol (South ), District Burdwan represented by its Director SHRI Bichitra Ranjan Das , Son of Late Brajendra Lal Das , of 434 Sarat Sarani, Olaichanditala, P.O. & Dist. Hooghly-712103 (**PAN ACUPD8323P**) hereinafter referred to as collectively "**DEVELOPER**" (which terms of expression shall unless excluded by or repugnant subject to the context to deemed to mean and include its/his/her/their heirs, executors, legal representatives and/or assign) of the **FIRST PART.**

**A N D**

**SRI JAGAMOHAN BORAL, (PAN NO. AIBPB3948B, AADHAR NO. 6252 0239 9626)** son of Late Shyamdas Boral, Indian Inhabitant, by religion Hindu, by profession Business, presently is residing at Near Friends Library, Boral Para, Boralgali, and Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, West Bengal, Pin Code 712103, hereinafter called as "**LAND OWNER**" (which expression shall unless executed by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**A N D**

(1) **SMT. NANDITA BORAL, (PAN NO. AGVPB3838Q, AADHAR NO. 2337 7923 3617)** wife of late Krishna Das Boral (declared as Civil death), Indian Inhabitant, by religion Hindu, by profession Business,  
(2) **SRI SANDIPTA BORAL, (PAN NO. AMRPB3308H, AADHAR NO. 363025258304)** son of late Krishna Das Boral (declared as Civil death), Indian Inhabitant, by religion Hindu, by profession Business, both are residing at Near Friends Library, Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, West Bengal, Pin Code 712103, hereinafter jointly called as "**LAND OWNER**" (which expression shall unless executed by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**HISTORY OF TITLE OF**  
**SRI JAGAMOHAN BORAL, "SECOND PART"**

**WHEREAS** the Schedule property, which is situated at Boralpara, Boralgali, Post. & Dist. Hooghly, P.S. Chinsurah, Mohalla-Boral Para, Ward No. 6 of Hooghly-Chinsurah Municipality, under Mouza-Bally, J.L. No. 9, previously belonged to one **Benay Bhusan Boral**, son of late Rishikesh Boral, who acquired by way of **(i)** Registered Patta Deed (Mokrari Settlement) being No. **456 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 67 to 68, registered with Sub-registry office Hooghly, on 05/03/1934, for an area of more or less **25 Hand X 9** of Hand length, from Mohar Lal Sen, **(ii)** Registered Sale Deed being No. **132 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 8 to 9, registered with Sub-registry office Hooghly, on 26/05/1934, for an area of more or less **1.5 Katha**, from Sri Netai Ghosh, **(iii)** Registered Sale Deed being No. **1711 of 1937**, recorded in Book No. I, Volume No. 30, Pages from 272 to 273, registered with Sub-registry office Hooghly, on 15/09/1937, for an area of more or less **1/0 Bigha**, from

Sri Monmatha Nath Dey, respectively. After acquiring the aforesaid property said Benay Bhusan Boral, son of late Rishikesh Boral, and he was enjoying his right title and interested also mutated his name in the revision settlement records under Khatian No. 1206, 1207, 1208 & 1545 respectively.

**AND WHEREAS** said Benay Bhusan Boral, son of late Rishikesh Boral, had gifted to his son → Sri Shyamdas Boral, by way of Registered Gift Deed being No. **729 of 1960**, recorded in Book No. I, Volume No. 8, Pages from 175 to 178, registered with D.S.R., Hooghly, on 03/02/1960, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206 & 1207, R.S. Dag No. 1315 and 1315/1512, for an area of more or less **0.078 Sahasransha**, out of 0.143 acre.

**AND WHEREAS** after acquiring the Schedule property by way of aforesaid deeds said Shyamdas Boral, son of late Benay Bhusan Boral, mutated his name in the records of the concern B.L. & L.R.O. and paying Govt. Rent (Khajna) to concern authority and was enjoying his possession and right peacefully without any hinderances from any corner.

**AND WHEREAS** said Shyamdas Boral, son of late Benay Bhusan Boral, during his owning and possessing gifted the Schedule property to his son → Sri Jaga Mohan Boral, by way of Registered Gift Deed being No. **990 of 1992**, recorded in Book No. I, Volume No. 13, Pages

12479/18  
from 43 to 46, registered with A.D.S.R., Hooghly, on 24/02/1992, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206 & 1207, R.S. Dag No. 1315 & 1315/1512, corresponding to L.R. Dag No. 1600, for an area of more or less **0.078 Sahasransha**, or more or less **04 Katha 14 Chittacks 0 Sq. ft.**

AND WHEREAS after acquiring the Schedule property by way of aforesaid deed said Sri Jaga Mohan Boral, son of late Shyamdas Boral, mutated his name in the records of the concern B.L. & L.R.O. under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Holding No. 25/99/92, **L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral)** for an area of more or less **0.077 Sahasransha**, under R.S. Dag No. **1315 corresponding to L.R. Dag No. 1600**, Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Dist. Hooghly, who also recorded his name from concern B.L. & L.R.O. Mogra-Chinsurah Block and Hooghly-Chinsurah Municipality and paying Govt. Rent (Khajna) and municipal taxes to concern authorities and enjoying his possession and right peacefully without any hinderances from any corner.

AND WHEREAS as per the records of concern **B.L. & L.R.O.**, Mogra-Chinsurah Block, the Developer herein, with the intention to Develop over the Schedule Property of said Jaga Mohan Boral, the present owner, has inspected as per owner(s) proposal the landed property with building, Title Deeds, Documents, Rent Receipts, Tax Receipts, Nature of land and other papers and being fully satisfied by an approach of the present owner of the Schedule Property, to develop the same situated at Boralpara, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Holding No. 25/99/92, **L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral)** for an area of more or less **0.077 Sahasransha**, under R.S. Dag No. **1315 corresponding to L.R. Dag No. 1600**, Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Dist. Hooghly, more fully described in the Schedule below.

AND WHEREAS the Land owners and Developer hereto with an intention to Develop the aforesaid property, **on physical measurement and verification**, by both the parties hereto, it has found and detected the actual area of property of the present owners stands as follows:-

Name of the owner	R.S. Dag No.	L.R. Dag No.	Area of property
Jagamohan Boral	1315, 1315/1512	1600	0.077 Sahasransha

1017-9/18

**HISTORY OF TITLE OF**  
**NANDITA BORAL & SANDIPTA BORAL "THIRD PART"**

**WHEREAS** the Schedule property, which is situated at Bally, Boralgali, Post. & Dist. Hooghly, P.S. Chinsurah, Mohalla-Boral Para, Ward No. 6 of Hooghly-Chinsurah Municipality, under Mouza-Bally, J.L. No. 9, previously belonged to one **Benay Bhusan Boral**, son of late Rishikesh Boral, who acquired by way of **(i)** Registered Patta Deed (Mokrari Settlement) being No. **456 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 67 to 68, registered with Sub-registry office Hooghly, on 05/03/1934, for an area of more or less **25 Hand X 9** of Arms/Hand length, from Mohar Lal Sen, **(ii)** Registered Sale Deed being No. **132 of 1934**, recorded in Book No. I, Volume No. 12, Pages from 8 to 9, registered with Sub-registry office Hooghly, on 26/05/1934, for an area of more or less **1.5 Katha**, from Sri Netai Ghosh, **(iii)** Registered Sale Deed being No. **1711 of 1937**, recorded in Book No. I, Volume No. 30, Pages from 272 to 273, registered with Sub-registry office Hooghly, on 15/09/1937, for an area of more or less **1/o Bigha**, from Sri Monmatha Nath Dey respectively. After acquiring the aforesaid property said Benay Bhusan Boral, son of late

Rishikesh Boral, and he was enjoying his right title and interested also mutated his name in the revisional settlement records under Khatian No. 1206, 1207, 1208 & 1545 respectively.

AND WHEREAS said Benay Bhusan Boral, son of late Rishikesh Boral, gifted to his son → Sri Haraprasanna Boral, by way of Registered Gift Deed being No. **728 of 1960**, recorded in Book No. I, Volume No. 8, Pages from 171 to 174, registered with D.S.R., Hooghly, on 03/02/1960, **(i)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206, R.S. Dag No. 1315 and Sabek Khatian No. 1207, R.S. Dag No. 1315/1512 for an area of more or less **.044 Sahasransha**, out of .143 acre, **(ii)** under Sabek Khatian No. 1208, R.S. Dag No. 1312 for an area of more or less **026 Sahasransha**, out of .143 acre, and **(iii)** under Sabek Khatian No. 1545, R.S. Dag No. 1311/1570, for an area of more or less **.010 Sahasransha**, out of .143 acre. Total area of gifted property is = **0.080 Sahasransha**.

AND WHEREAS after acquiring the aforesaid property, said Haraprasanna Boral, son of late Benay Bhusan Boral, gifted to his son → Sri Krishna Das Boral, by way of Registered Gift Deed being No. **711 of 1993**, recorded in Book No. I, Volume No. 12, Pages from 15 to 20, registered with A.D.S.R., Hooghly, on 04/03/1993, **(i)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206, R.S. Dag No. 1315 and Sabek Khatian No. 1207,

R.S. Dag No. 1315/1512, for an area of more or less **0.044 Sahasransha**, out of .143 acre, **(ii)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1208, R.S. Dag No. 1312 for an area of more or less **0.026 Sahasransha**, out of .143 acre, **(iii)** under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1545, R.S. Dag No. 1311/1570, for an area of more or less **0.010 Sahasransha**, out of .143 acre. Total area of gifted property is = **0.080 Sahasransha**.

AND WHEREAS said Krishna Das Boral, son of late Haraprassana Boral, residing at Bally, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, who went missing since 26/12/1994. On 31/12/1994 Smt. Nandita Boral, wife of Krishna Das Boral, lodged a missing diary before the officer in charge of Chinsurah Police Station, Hooghly, but no trace could be made in this regard.

AND WHEREAS subsequently, said Nandita Boral, wife of Krishna Das Boral, filed a **Title Suit being No. 123 of 2006** before the Learned Civil Judge (Junior Division) 1<sup>st</sup> Court Hooghly, praying for declaration of Civil Death of her husband namely Krishna Das Boral.

AND WHEREAS by an order dated 12/12/2006 passed by Learned Civil Judge (Junior Division) 1<sup>st</sup> Court, Hooghly, was declared civil death of Krishna Das Boral, husband of Nandita Boral & father of Sri Sandipta Boral, and son of late Haraprassana Boral.

AND WHEREAS the aforesaid property, which had gifted by Haraprassana Boral to his son Krishna Das Boral, devolved undivided property as equal share among **(i) Nandita Boral and (ii) Sandipta Boral**, as the legal heirs of the property of Krishna Das Boral, as per law of succession, since deceased, declared as Civil Death, and accordingly they mutated their names from the concern B.L. & L.R.O. and Municipality in the record of right and has been paying Khajna (Govt. Rent) and taxes to Hooghly-Chinsurah Municipality by enjoying their rights and possession without any hinderances from any corner.

**AND WHEREAS** the owners of the schedule property approached the named Developer Company for the development of their joint party and for that supplied the relevant papers namely Title Deeds, Documents, Rent Receipts, Tax Receipts, Nature of land and other papers and on being satisfied, agreed for the same and further asked to handover the said original connected papers of the properties by way of constructing a multi-storied residential building with nos of flats for sale which is situated at Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, under Mouza - Bally, J.L. No. 9, L.R. Khatian No. 5385 **(in**

*Bor*



the name of Nandita Boral), R.S. Dag No. 1570, comprising to L.R. Dag No. 1597 (Area 0.005 Sahasransha), R.S. Dag No. 1312 comprising of L.R. Dag No. 1598 (Area 0.013 Sahasransha), R.S. Dag No. 1512 comprising of L.R. Dag No. 1599 (Area 0.022 Sahasransha), under P.S. Chinsurah, Ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla-Boral Para, Holding No. 137/98/91, Dist. Hooghly, more fully described in the Schedule below.

**A N D**

under Mouza - Bally, J.L. No. 9, L.R. Khatian No. 6775 (in the name of Sandipta Boral), R.S. Dag No. 1570, comprising to L.R. Dag No. 1597 (Area 0.005 Sahasransha), R.S. Dag No. 1312 comprising of L.R. Dag No. 1598 (Area 0.013 Sahasransha), R.S. Dag No. 1512 comprising of L.R. Dag No. 1599 (Area 0.022 Sahasransha), under P.S. Chinsurah, Ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla-Boral Para, Holding No. 137/98/91, Dist. Hooghly, more fully described in the Schedule below.

AND WHEREAS being satisfied with the properties the Land owners and Developer hereto with an intention to Develop the aforesaid property, on physical measurement and verification, by both the parties hereto, it has found and detected the actual area of property of the present owners stands as follows :-

Name of the owner	R.S. Dag No.	L.R. Dag No.	Area of property
Nandita Boral	1570	1597	0.005 Sahasransha
Nandita Boral	1312	1598	0.013 Sahasransha
Nandita Boral	1512	1599	0.011 Sahasransha
		Total →	<b>0.029 Sahasransha</b>

Name of the owner	R.S. Dag No.	L.R. Dag No.	Area of property
Sandipta Boral	1570	1597	0.005 Sahasransha
Sandipta Boral	1312	1598	0.013 Sahasransha
Sandipta Boral	1512	1599	0.011 Sahasransha
		Total →	<b>0.029 Sahasransha</b>

**Total Area of land 0.058 Sahasransha (0.029 + 0.029)**

Now Sri Jaga Mohan Boral, son of late Shyamdas Boral, is the present recorded owner and possessor of the "A" Schedule Property and (1) Smt. Nandita Boral, wife of late Krishna Das Boral (declared as Civil



death), & (2) Sri Sandipta Boral, son of late Krishna Das Boral (declared as Civil death), are the present recorded owners and possessors of the "**B**" **Schedule Property**, which have got the clear and marketable title and now they jointly want to make new multi-storied building over the "A" Schedule & "B" Schedule property by way of **joint venture** with a reputed financially sound developer and decided to handover the property to Satyam Construction Pvt. Ltd for necessary development.

AND WHEREAS the aforesaid Land Owner Sri Jaga Mohan Boral is absolutely seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land under **Mouza - Bally**,

**J.L. No. 9, L.R. Khatian No. 6825** (in the name of Jaga Mohan Boral), R.S. Dag No. 1315 corresponding to **L.R. 1600**, for an area of land → **0.077 Sahasransha**, Nature of land "**Bastu**", **TOGETHER WITH** single storied pucca building twenty five years old of **900 Sq. ft.**, with Cemented floor, more fully described in "A" Schedule property hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the aforesaid Land Owners Smt. Nandita Boral & Sri Sandipta Boral are absolutely seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of actual measured land under **Mouza - Bally, Holding no 98/91, J.L. No. 9**, Sabek Khatian No. 3436 (in the name of Haraprasanna Boral) which has divided in two Khatians i.e,

(i) **L.R. Khatian No. 5385** (in the name of Nandita Boral) as follows :-  
R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha  
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha  
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha  
Total undivided Area of land → **0.029 Sahasransha**

**A N D**

(ii) **L.R. Khatian No. 6775** (in the name of Sandipta Boral) as follows :-  
R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha  
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha  
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha  
Total undivided Area of land → **0.029 Sahasransha**

Total undivided area of land more or less **0.058 Sahasransha**, or more or less **03 Katha 08 Chittacks 06 Sq. ft.**, Nature of land "**Bastu**", **TOGETHER WITH** single storied pucca building twenty five years old of **900 Sq. ft.**, with Cemented floor, more fully jointly described in "B"

Schedule property hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS all the aforesaid **2 (Two) Sets of Land Owners** namely Jagamohan Boral and Nandita Boral & Sandipta Boral decided to construct multi-storied building over the "A" Schedule and "B" Schedule Property as well as considering the want of sufficient fund and they have decided to make construction of new multi-storied building on the "A" Schedule and "B" Schedule Property by appointing Satyam Construction Pvt. Ltd. Regd. Office 'Akash Apartment' 1st Floor, Gopalpur, P.O. Asansol- 4, P.S. Asansol ( south ), District Burdwan and having Local Office at "Satyam Residency" 426, Sarat Sarani, PO. & Dist: Hooghly, Pin - 712 103 as Developer, who at their own cost and responsibility shall make / complete the construction work as per plan to be sanctioned by the Hooghly-Chinsurah Municipality and for investment of land or as a consideration of "A" Schedule and "B" Schedule Owner(s) shall get the Schedule "C" for G+3 construction as mentioned below.

**AND WHEREAS** considering the good-will and creditability of the Developer, the Land Owners approached to the Developer for making construction of Multi-storied building over the "A" Schedule and "B" Schedule Property by demolishing the old existing construction there from at their own cost and the Developer, mentioned below, considering the bonafide approach has agreed to accept of the proposal of the Land Owners and also has agreed to make construction of Multi-storied building over the "A" Schedule & "B" Schedule Property subject to condition that one Registered Development Power of Attorney is to be executed confirming all power to the Developer company and or its nominated person(s) of the Developer and also agreed on the terms and conditions as mentioned below and both the parties accept the said terms and conditions and for avoid future litigations and complications the parties named above have agreed to execute the Deed of Agreement / Development or Construction Agreement on the following terms and conditions has agreed to develop the said land and on demolishing of the existing structures to construct a Multi-storied building with apartments or Flats system with joint venture and the object of selling such apartments or Flats to prospective purchaser or purchasers.

**NOW THIS DEED OF AGREEMENT / DEVELOPMENT OR CONSTRUCTION AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY AND BETWEEN THE PARTIES as follows :-**



**DEFINATION:** Unless there is any repugnant to the subject or context the following terms will have the meaning assign to them:-

**LAND OWNERS** : (i) Sri Jaga Mohan Boral, son of late Shyamdas Boral, (ii) Smt. Nandita Boral, wife of Krishna Das Boral (Declare as Civil Death), (iii) Sri Sandipta Boral, son of Krishna Das Boral (Declare as Civil Death), and their heirs, executors, administrator and legal representative(s) assigns.

**DEVELOPER** : “**SATYAM CONSTRUCTIONS PVT. LTD.**” represented by its Director **SRI BICHITRA RANJAN DAS**, S/o, Late Brajendralal Das, and its Share holders and its successors and successor-in-office and assign.

**PROJECT** : Shall mean and include the work of the Development undertaken to be done by the Developer firms in terms of this Agreement till the development of the said premises is completed and the possession of the completed unit(s) in habitable condition is given to the all unit Owner(s) with registration (registration cost shall be borne by the flat purchaser(s)) .

**PREMISES** : Shall mean and include the ‘Said Property’ as fully described in the “A” Schedule and “B” Schedule written herein below which is situated at Boralpara, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, PIN-712103.

**BUILDING** : Shall mean multi storied building consisting of residential flats, car parking spaces, etc. to be constructed according to the plan including any modification and/or addition thereof sanctioned by Hooghly-Chinsurah Municipality from time to time and to be constructed on the “Said Property” more fully and specifically described in the “A” Schedule, & “B” Schedule, written hereunder situated at Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, where the new building or buildings to be constructed named as “**ELINA TOWER**”.

**COMMON FACILITIES AND AMENITIES** : shall includes corridors, hallway, stairways, staircase, passage-ways, common lavatories, sewerage connection, water passing drains, pump room, submersible, tube wells, underground water reservoir, overhead water tank, water pump, lift, latrine, toilet and its landing (as per municipal regulation), motor and other facilities which may be mutually agreed upon

between the parties and required for establishment, location, enjoyment, provisions, maintenance and management of building, etc.

**LAND OWNERS ALLOCATION** (upto G+3) construction: Shall mean the total area of land is **0.135 acre** as follows:- (i) Sri Jaga Mohan Boral = 0.077 acre + (ii) Smt. Nandita Boral = 0.029 acre + (iii) Sri Sandipta Boral = 0.029 acre.

[(i) For Jagamohan Boral – He shall get a 3BHK flat Built up area of approx. 995 Sqft on the 2<sup>nd</sup> floor, South east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under his respective flat of approx 135 Sqft and a consideration of amount of Rs. 28,94,000/- (Twenty Eight Lakh Ninety Four Thousand Only).

(ii) For Nandita Boral & Sandipta Boral shall get a 3BHK flat (Jointly) Built up area of approx. 955 Sqft on the 2<sup>nd</sup> floor, North east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under their respective flats of approx 135 Sqft and a consideration of amount of Rs. 17,48,000/- (Seventeen Lakh Forty Eight Thousand only). Equally divided by Smt. Nandita Boral & Sri. Sandipta Boral]

**LAND OWNERS ALLOCATION (FOR 4<sup>TH</sup> FLOOR) CONSTRUCTION:**

In case Developer able to get sanction for Forth floor construction from Hooghly Chinsurah Municipality as per their norms. In that case as a consideration of "A" Schedule and "B" Schedule property land Owner(s) will get a consideration of amount as follows:

- a) Jagamohan Boral shall get further consideration of amount of Rs. 10,08,000/- (Ten Lakh Eight Thousand only)
- b) Nandita Boral & Sandipta Boral shall get further consideration of amount of Rs. 7, 60, 000/- (Seven Lakh Sixty Eight Thousand Only) (Equally divided by Smt. Nandita Boral & Sri. Sandipta Boral i.e., Smt. Nandita Boral – Rs. 3, 80,000/- (Three Lakh eighty thousand only) & Sri. Sandipta Boral – Rs. 3,80,000/- (Three Lakh eighty thousand only))

All amount shall be paid within the tenure of 30 months from the date of sanction of building plan by Hooghly Chinsurah Municipality and /or start of Earth Excavation work whichever is later as per the schedule given below:-

**Payment Schedule of Jagamohan Boral**

- a) At the time of Registration of Deed of Development or Construction Agreement – Rs. 10,00,000/- (Ten lakhs only) paid Vide Cheque no

025723 dated 05/10/2018 drawn on Allahabad Bank , Pipulpati Branch, Hooghly.

- b) After entire completion of Second Floor Work shall be paid – Rs. 8,00,000/- (Eight Lakhs Only)
- c) After entire completion of Third Floor Work shall be paid – Rs. 10,94,000/- (Ten lakhs Ninety Four Thousand Only)
- d) For 4<sup>th</sup> Floor consideration after the sanction of plan by HCM and entire completion of 4<sup>th</sup> Floor Construction including all fixture and fittings , a consideration of amount of Rs. 10,08,000/- (Ten lakh eight thousand only) shall be paid.

Total Amount of Rs. 39,02,000/- (Thirty nine lakh two thousand only)

**Payment Schedule of Nandita Boral & Sandipta Boral (Equally Divided)**

**NANDITA BORAL**

- a) At the time of Registration of Deed of Agreement – Rs. 5,00,000/- (Five Lakh Only) paid Vide Cheque no 025724 dated 05/10/2018 drawn on Allahabad Bank, Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid – Rs. 2,00,000/- (Two Lakh Only)
- c) After entire completion of Third Floor Work shall be paid – Rs. 1,74,000/- (One Lakh Seventy Four Thousand Only)
- d) For 4<sup>th</sup> Floor consideration after the sanction of plan by HCM and entire completion of 4<sup>th</sup> Floor Construction including all fixture and fittings, a consideration of amount of Rs. 3,80,000/- (Three Lakh Eighty Thousand Only) shall be paid.

Total Amount of Rs. 12,54,000/- (Twelve Lakh Fifty Four Thousand Only)

**SANDIPTA BORAL**

- a) At the time of Registration of Deed of Agreement – Rs. 5,00,000/- (Five Lakh Only) paid vide Cheque no 025725 dated 05/10/2018 drawn on Allahabad Bank, Pipulpati Branch, Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid- Rs. 2,00,000/- (Two Lakh Only)
- c) After entire completion of Third Floor Work shall be paid- Rs. 1,74,000/- (One Lakh Seventy Four Thousand Only)
- d) For 4<sup>th</sup> Floor consideration after the sanction of plan by HCM and entire completion of 4<sup>th</sup> Floor Construction including all fixture and



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fittings, a consideration of amount of Rs. 3,80,000/- (Three Lakh Eighty Thousand only) shall be paid.

Total Amount of Rs. 12,54,000/- (Twelve lakh Fifty Four thousand only)

The Land Owners allocation and Developer allocation have been clearly & more fully described in the "**C**" **Schedule** and "**D**" **Schedule** written herein below TOGETHER WITH proportionate share of the 'Land beneath' along with all common services amenities and facilities thereof as will be available and given to the all other unit holders of the building.

**Developer will be at liberty to any sorts of transfer, like Sale, Mortgage, Gift etc. of the said flat to any identified person of Developer hereto. In future the Land Owners will not raise any demand or claim of any other flat/portion excluding their allotted**

**DEVELOPER'S ALLOCATION:** Shall mean the remaining entire portion after the owner(s) allocation i.e., One 3BHK flat of approx. 995 Sqft Built up Area on the 2<sup>nd</sup> Floor of South East Corner along with garage of approx 135 Sqft on the ground floor for Jagamohan Boral and one 3BHK flat of approx. 955 Sqft on the 2<sup>nd</sup> Floor of North East Corner along with garage of approx. 135 Sqft on the ground floor for Nandita Boral & Sandipta Boral (Jointly) in the proposed building would be constructed by the Developer in the "A" Schedule & "B" Schedule Property hereunder after allocation made to the Land owners including proportionate share of land and common facilities of the building on the Said Property. The Developer will have the right to sell or any sorts of transfer of Developer's allocation to any intending purchaser/s or any person, save and except the Owners allocation mentioned herein above. The Developer's allocation is fully described in the "**D**" **Schedule** written herein below.

**ARCHITECT:** Shall mean whom the Developer may appoint, from time to time, as the Architects for the proposed multi-storied Building.

**ASSOCIATION :** Shall mean a limited company or society or syndicate or association to be promoted and formed by the Developer and/or the Co-Owners for the common purposes.

**THE LAND OWNERS DECLARE AS FOLLOWS :**

- a) That they are absolutely seized and possessed of and / or well and sufficiently entitled to the entire said property.

- b) That the entire said property is free from all sorts of encumbrances and the Land Owners have a marketable title and full possession right & interest in respect of the said property.
- c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts acquisition, requisitions whatsoever or whosoever.
- d) That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act 1976.
- e) That there is no legal impediment for the Land Owners to obtain the certificate under section 230 (A) (1) of the Indian Income Tax Act 1962.

**TERMS & CONDITIONS :**

1. This Developer's Agreement for Development and construction is being made on the express understanding that the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer and this Agreement shall be deemed to have commenced on and with effect from the date, month and year first above written.
2. The Developer hereby agrees and undertakes to obtain necessary sanctions and permission for constructing a multi-storied building on the said land after demolishing the existing building thereon on behalf of the Land Owner(s).
3. The Land Owners hereby grants exclusive right to the Developer for construction of new multi storied building/s and will hand over the Original all relevant deeds, tax receipt, settlement records, ground rent receipts, R.S. & L.R.R.O.R. upto date rent receipts to the Developer.
4. The Land Owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the "A" Schedule Property as single Land Owner and "B" Schedule property as joint owners with free from all encumbrances having marketable title thereof and without receiving any notice for acquisition and requisition from any authority having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976) and being not attached with any suit decree or order of any Court of Law or due to Income Tax or Revenue or any Public Demand Whatsoever. In spite of that if there is any title dispute in respect





of the "A" Schedule & "B" Schedule Property then the Land Owners will have full responsibility and will dissolve the same at their own costs and expenses within a very short time, preferably within Seven days from the date of arising out of the said dispute otherwise the Land Owners will give the entire compensation to the Developer of the money invested with interest of the Bank rate which the Developer will suffer for the said dispute and/or delay for dissolving the said title dispute.

1. That the Land Owners have good and marketable title of the "A" Schedule & "B" Schedule Property free from all encumbrances upto the satisfaction of the Developer and shall also answer all questions which are to be made by the Developer for investigation of title of the Land Owner of the "A" Schedule & Land Owners of "B" Schedule Property and sign in all documents and applications, wherever necessary without any objection.
2. The Developer as the power of attorney holders of the land owner(s) shall at their own cost prepare building plan and sign and submit the same before the Hooghly Chinsurah Municipality on behalf of the Land Owners for the purpose of Multi-storied building in conformity with the provisions of West Bengal Municipal Act 1993 as amended by the W.B. Municipal (Amendment) Act 1994 and the rules there under the Building Regulations Act in respect of the "A" Schedule & "B" Schedule Property and shall be submitted the same on behalf of the Land Owners before the municipality for taking sanction of building plan and the Developer also shall pay all costs which will be required for this purpose. The Developer will sign, execute and/or register as well as will sign all necessary papers, documents, Agreement for sale (except land owners allocation), if needed, as Developer/Vendor in the transfer of space in the proposed constructed building to intending purchasers thereof. But the Land Owners will not invest any money for the aforesaid development project save and except the costs to be borne by the land Owners as stated in this Agreement.
3. That the Land Owners shall sign the proposed building plan, if required, for submitting the same before the Municipality and also shall swear affidavit and indemnity bond which will be required for the purpose of obtaining sanction of building plan from the Municipality and the Land Owners also shall sign all papers, documents which will be required from time to time for completion of Multi-storied building over the "A" Schedule & "B" Schedule Property.



4. The Land Owners shall handover the vacant and peaceful possession of the "A" Schedule & "B" Schedule Property in favour of the Developer within one month from the date of this Agreement.
5. That the Developer hereby agrees to develop or agrees to complete the construction work of the proposed building over the "A" Schedule & "B" Schedule property within **30 months** (However, the completion date may be extended by 6(six) months (Extended period) at the option of the First Part.) from the date of receipt of the sanction of building plan or from the date of starting of Earth Excavation work, which will be later over "A" Schedule & "B" Schedule property in accordance with the plan and specification to be sanctioned by the Hooghly-Chinsurah Municipality at their own cost, expenses and their own finance and their own risk and responsibility. The developer hereto shall not be liable for any obligation prevented by the existence of the Force Majeure conditions i.e. flood, earthquake, riot, war, storm, tempest, civil common strike, strike by material suppliers, transporter, workers and employees, delay on account of receiving statutory permissions, Delay in the grant of electricity, water, sewerages and drainage connection or any other permission or sanction by the Government or any statutory authority namely Hooghly Chinsurah Municipality, BL & LRO, and Electricity Depart, etc, any notice, order of injunction, litigation attachment , etc. and/or any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law , restrictive Governmental laws or regulations(collectively Circumstances of force majeure) and/or any other act or commission beyond the control of the developer hereto. The First Part/Developer shall not be deemed to have defaulted in the performance of the developer's contractual obligation whilst the performance thereof if prevented by Circumstances of Force Majeure and the time limits laid down in this agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting of **Circumstances of Force Majeure.**
6. That constructed area for common use and common portion shall be kept common and the Land Owners shall get or enjoy the common area with others Land Owners and/or occupiers.
7. That the Land Owners shall not claim or demand any further cash amount or any constructed area of the "A" Schedule & "B" Schedule Property except the Land Owner's allocation as mentioned above or below.



8. That the Land Owners on the day of signing of this Deed of Agreement shall execute and Registered Development Power of Attorney in favour of Developer or their nominated person as their true and lawful Attorneys confirming all power including the power of sale, gift, mortgage, lease out, let out and any kind of transfer of the Developer's allocation in favour of the person, company, firm private or Govt. etc. together with proportionate share land underneath and the Land Owners shall not be entitled to revoke the Development Power of Attorney, which is the part of sale-cum development agreement and if in any case the said Power of Attorney is revoked, the Land Owners shall be bound to pay the special damages together with all other incidental damages and losses which may be borne by the prospective purchaser/s for completion of sale. It is further agreed by and between the parties hereto that by dint of said Power of Attorney the Developer herein shall have every right to do all acts as necessary for the completion of construction of the building of the project as well as to make Agreement for Sale and/or any other documents for sale in respect of selling of any Flats, car parking spaces, shop rooms etc. along with undivided proportionate share of land by taking full and/or part of sale price or consideration money thereof with power to sign, execute and present before any registering authority all Agreement for sale, Deed of conveyance/conveyances and register thereof on behalf of the Land Owners to the intending purchaser/purchasers in respect of the Developer's allocation in spite of whatever written in the said Power of Attorney. It is further agreed that the money accrued by the Developer to sell its allocation as written in this Agreement by the aforesaid Registered Power of Attorney to the intending Purchaser or Purchasers of any Flat/car parking space etc. shall be treated as the sole property of the Developer in spite of whatever written in the Said Registered Power of Attorney. The Developer shall not deposit any amount of any sale proceeds. Advance, booking etc. to the account of Land Owners as written in the said power of Attorney. The Developer herein is the sole Land Owners of the amount of the aforesaid sale proceeds. The land Owners undertakes that they have no claim at present and shall not have in future on the aforesaid amount. It is further agreed that the Developer shall have power to take any sorts of loan from any public or private sector Banks, and/or Financial institutions and /or Non-Banking Financial Institutions for construction/development of the said multi-storied building in the name of "**ELINA TOWER**" over the "A" Schedule and "B" Schedule property or by submitting projects over the Schedule



property and in such event Land Owners will not raise any objection for the same and the Developer will only be liable and responsible for paying the entire loan with interest. **For availing any loan from any Bank or any financial institution, developer is authorized to mortgage the original documents including deeds, parcha, tax receipts and etc, for which owner(s) or their heirs, executors of "A" Schedule & "B" Schedule property shall not raise any objection.**

9. That building plan for construction of proposed multi-storied building shall be prepared by the Developer appointed architect, engineer inconformity with the building regulation of West Bengal Municipal Act 1993 and building rules, 1996 and the existing Bye-laws if any of the local Municipality. That the Developer shall construct the entire construction work of proposed multi-storied building as per plan to be sanctioned by the local Hooghly-Chinsurah Municipality with standard quality materials.
10. That the Developer has every right to modify or alter the building plan and has also right to submit supplementary building plan for the purpose of completion of construction of the multi-storied building over the "A" Schedule & "B" Schedule Property and in any case if the written consent or signature of the Land Owners is required for the said purpose the Land Owners shall be bound to sign the same and also shall cooperate in all matters in respect of getting supplementary sanction of building plan, plaints, written statements, petitions and all other documents which will be required for the court cases (if any).
11. The Developer shall be entitled or shall have all right to enter into any agreement for sale and may take advance consideration from any intending purchaser or purchasers and may enter into any package deal or arrangement in relation thereto in respect of the Developer's allocation.
12. That the Developer for construction of building over the "A" Schedule & "B" Schedule Property shall have every right to appoint Architect, Engineers, Supervisor, Labors, contractor, Masons, Electrician, Plumber, or any person for the purpose of completion of construction of the proposed multi-storied building.
13. Neither the Land Owners nor the Developer or any person occupying any portion of the said building whether in the Land Owners' allocation or in the developer's allocation shall use or permit to be used his portion or space for carrying on any illegal

or immoral trade or activity inside the building or outside the building.

14. That the Developer shall pay all rent and taxes to the Govt. and Municipality of the "A" Schedule & "B" Schedule Property and after the completion of flat and handing over the possession of flat the Land Owners and the prospective purchaser/s shall pay the rent and taxes jointly to the Govt. and Municipality and shall mutated their names in the Municipality and shall pay tax which are to be assessed by the Municipality.
15. That after completion of said multi-storied building and after completion of sale of the said building any income Tax is imposed upon the Land Owners said Tax shall be paid by the Land owner(s)
16. That the Sale Deed of the proposed flats and Car Parking Spaces shall be drafted by the Advocate of the Developer but in no case the Land Owners shall have any right to alter and changed the draft.
17. That if any disputes or difference of opinion is arise, the parties will settled the same amicably save and except what has specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this Agreement shall be adjudicated, otherwise the parties hereto shall have right to take legal action before the competent court of law against the parties for redressal.
18. That the Land Owners have every right to sell his allotted flat together with proportionate land to any third party or parties.
19. That the Developer shall be authorized in the name of the Land Owners, if necessary, to apply for temporary and/or permanent connection for electricity, sewerage, drainage, water and/or other facilities, if needed, for the construction of the building as well as completion of the project at the costs of the Developer.
20. That the Developer shall choice/fix the name of the building and that will be final.
21. That in the event the Developer is prevented from and interfered with the proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the Land Owners or Land Owners agents, servants, representatives or any person claiming any right under the Land Owners then and in that case the Developer shall have the right to claim refund of all sums paid by the

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Developer to the Land Owners in the meantime together with interest at the rate of 18 % per annum and shall also be entitled to claim damages and losses which the Developer may suffer but the Developer's right to sue for specific performance of contract shall remain unaffected. On the other hand if the Developer intentionally without any reasonable and bonafied cause negligently delay to make construction or complete the construction work within statutory period then or in that case the Land Owners shall have the right to claim damage from the Developer with 18 % interest per annum.

22. That the Developer undertake to keep the Land Owners fully indemnified against and harmless from any losses, costs, charges, expenses or claims by any of Developer's contractors, Architects, Workers or agents or for any breach of any statutory or contractual obligations.
23. That the Developer shall be entitled to make advertisements hung up Advertisement boards upon the said property and do such other things as might be required for the purpose of sale of the flats in the said premises to be constructed without in any way prejudicing the interests of the Land Owners. The Developer and/or its all purchasers will have every right to take finance/loan from any bank and/or financial institution by depositing and/or mortgaging its respective Flats, shops, car parking spaces etc. from Developer's allocation.
24. That the Land Owners will not sell, lease, mortgage, let out and/or charge the said premises and/or any part thereof henceforth to any Third Party on and from the date of execution of this Agreement to till date of completion of the project including subsisting of this Agreement and also the land Owners will not do any acts, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declare by the land Owners that they did not sign and/or execute any agreement in any manner with any Third Party in respect of the "A" Schedule & "B" Schedule Property and subsequently if any sort of Agreement/agreements is/are found then the same will be treated as automatically cancelled by dint of this Agreement.
25. The Developer shall not transfer and/or assign the Land Owners allocation or any portion thereof in any manner to any person(s) save and except to the land Owners and/or their nominee/nominees on advice of the land Owners.
26. That the Land Owners will have no right or power to terminate this Agreement and the Registered Power of Attorney

given in favour of the Developer or their nominated representatives till the completion of the aforesaid development project including to sell all Developer's allocation as written in the "D" Schedule herein below to all intending Purchaser/Purchasers without any written permission from the Developer.

27. The Land Owners and 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 Owners and the Developer in any manner, nor shall the parties hereto be constituted as Association of persons.
28. It is further declared by the Land Owners herein that in case of death of Land Owners prior to the completion of project then in that event all legal heirs of the deceased Land Owners will sign all the paper/papers, document/documents, etc if required. Without taking any further demand of money or any sorts of claim, in the same terms and conditions as written herein along with without bringing any suit and/or case against the Developer herein.
29. It is further agreed by and between the parties hereto if the Land Owners desire to sell their Flat(s), car parking space(s), etc. of their allocation then in that event the Land Owners will give first preference to the Developer herein to purchase the same at the price of the said Flat, car parking space, etc as settled by and between the parties hereto.
30. That all courts within the limits of Chinsurah shall have the jurisdiction to entertain and determine as actions, suits and proceedings, disputes arising out of these presents between the parties hereto.
31. That the Certified copy of this Agreement shall be retained to the Land Owners and this original Agreement shall be retained to the Developer.
32. That the title share and interest in the top roof and other common parts and areas of the building shall be undivided and shall jointly belong to the Land Owners , occupier(s), purchaser(s) and the Developer.
33. That in case of any amendments/ alterations of this agreement, if necessary, in such event the said amendments/alterations may be done with the consent of parties hereto.
34. That in the event of get the plan sanctioned and any amendment/revise/ documentation is required in this regard,

the Land Owners will assist/co-operate to get the plan sanctioned earlier from the Hooghly-Chinsurah Municipality.

35. That according to the general specification the constructions of the multi-storied building on the "A" Schedule & "B" Schedule property to be erected/constructed and after completion of the construction as well as completion certificate from the competent authority, to be given possession to Land Owners as per their allocation of share mentioned in the respective "C" Schedule here below. The said general specification has been described in the "E" Schedule hereunder.
36. That the area in Square Feet of the Flats and car Parking spaces, allocated to Land Owners and Developer as per this agreement, mentioned in the "C" Schedule and "D" Schedule respectively herein below to be treated as approximate/more or less area in all cases which has been agreed between the parties hereto. The actual/accurate area in Square Feet of allocated Flats, Car Parking Spaces and others to be mentioned later on and the amount to be adjusted accordingly.
37. That the Communication address of the Land Owners will be as follows :-
- Sri Jaga Mohan Boral, Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, Pin-712103, Ward No. 6, under Hooghly-Chinsurah Municipality, West Bengal and Smt. Nandita Boral, Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, Pin-712103, Ward No. 6, under Hooghly-Chinsurah Municipality, West Bengal.**
38. That after completion of the Scheme/Project the Developer shall handed over the possession and with possession letter of the Owners allocation, as per "C" Schedule property and accordingly the Land owners will not be able to make any sorts of transfer to any third Party/ies in respect of the "D" Schedule property which is pertaining to Developer's allocation.
39. That the Land Owners and Developer have entered into this agreement purely on a principal to principal basis and nothing contained in these presents shall be constructed as a partnership business or joint venture.
40. That after taking possession of the land from land owners, the Developer will arrange the place to two rented house and the rent to be provided to Land Owners separately for an amount of **Rs. 6,000/-** (Rupees Six Thousand) only, [i.e., for Sri Jagamohan Boral Rs. 6,000/- (Six Thousand) and for Smt. Nandita Boral & Sri. Sandipta Boral Rs. 6,000/- (Rupees Six Thousand) till the





completion and hand over the possession of the Flat to Land Owners.

**"A" SCHEDULE PROPERTY (JAGA MOHAN BORAL) ABOVE REFERRED TO.**

Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para, New Holding No. 25/99/92, ALL THAT the piece or parcel of land under **Mouza - Bally, J.L. No. 9, L.R. Khatian No. 6825** (in the name of Jaga Mohan Boral), R.S. Dag No. 1315 corresponding to **L.R. 1600** for an area of land → **0.077 Sahasransha**, Nature of land "**Bastu**", **TOGETHER WITH** single storied pucca building twenty five years old of **900 Sq. ft.**, with Cemented floor, is delineated on the Map annexed hereto bordered as "**RED**", which is part of this Deed, thereon along with all easement rights, electric Line, Water Connection etc.

The Butted and Bounded of the Schedule property as follows:-

North: Property of Nandita Boral & Others,  
South: Property of Jagananth Dey,  
East : 12' wide Municipal Road,  
West : Property of Dilip Kr. Sen & Others.

**"B" SCHEDULE PROPERTY (NANDITA & SANDIPTA BORAL) ABOVE REFERRED TO.**

Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para, New Holding No. 137/98/91, **ALL THAT** the piece or parcel of actual measured land under **Mouza - Bally, J.L. No. 9, Sabek Khatian No. 3436** (in the name of Haraprasanna Boral) which has divided in two Khatians i.e., **(i) L.R. Khatian No. 5385** (in the name of Nandita Boral) as follows:-

R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha  
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha  
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha  
Total undivided Area of land → **0.029 Sahasransha**

**A N D**

Dist. Hooghly & Sub-Registry office Chinsurah, P.S. Chinsurah, ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla- Boral Para, New Holding No. 137/98/91, **ALL THAT** the piece or parcel of actual measured land under **Mouza - Bally, J.L. No. 9, Sabek Khatian No. 3436** (in the name of Haraprasanna Boral) which has divided in two

Khatians i.e, (ii) **L.R. Khatian No. 6775** (in the name of Sandipta Boral) as follows :-

R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha  
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha  
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha  
Total undivided Area of land → **0.029 Sahasransha**

Total undivided area of land more or less **0.058 Sahasransha**, or more or less **03 Katha 08 Chittacks 06 Sq. ft.**, Nature of land "**Bastu**", **TOGETHER WITH** single storied pucca building twenty five years old of **900 Sq. ft.**, with Cemented floor, is delineated on the Map annexed hereto bordered as "**RED**", which is part of this Deed, thereon along with all easement rights, electric Line, Water Connection etc. The property should be used for residential purpose.

The Butted and Bounded of the Schedule property as follows:-

North : Property of Late. Sahadeb Sen,  
South : Property of Jaga Mohan Boral,  
East : 12' wide Municipal Road,  
West : Property of Dilip Kr. Sen & Others.

**"C" SCHEDULE  
LAND OWNERS ALLOCATION**

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**FOR G+3 CONSTRUCTION**

(i) **For Jagamohan Boral** - shall get a 3BHK flat Built up area of approx. 995 Sqft on the 2<sup>nd</sup> floor, South east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under his respective flat of approx 135 Sqft and a consideration of amount of Rs. 28, 94,000/- (Rupees Twenty Eight Lakh Ninety Four Thousand Only).

(ii) **For Nandita Boral & Sandipta Boral** shall get a 3BHK flat (Jointly) Built up area of approx. 955 Sqft on the 2<sup>nd</sup> floor, North east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under their respective flats of approx 135 Sqft and a consideration of amount of Rs. 17, 48,000/- (Rupees Seventeen Lakh Forty Eight Thousand Only) Equally divided by Smt. Nandita Boral & Sri. Sandipta Boral.



## OWNER(s) ALLOCATION FOR 4<sup>th</sup> Floor CONSTRUCTION

In case Developer able to get sanction for Forth floor construction from Hooghly Chinsurah Municipality as per their norms. In that case as a consideration of "A" Schedule and "B" Schedule property land Owner(s) will get a consideration of amount as follows:

- a) Jagamohan Boral shall get further consideration of amount of Rs. 10,08,000/- (Rupees Ten Lakh Eight Thousand Only)
- b) Nandita Boral & Sandipta Boral shall get further consideration of amount of Rs. 7, 60, 000/- (Rupees Seven Lakh Sixty Thousand only) (Equally divided by Smt. Nandita Boral & Sri. Sandipta Boral).

All amounts shall be paid within the tenure of 30 months on the sanction of plan and star of Earth Excavation work whichever is later as per the schedule given below:-

### Payment Schedule of Jagamohan Boral

- a) At the time of Registration of Deed of Development or Construction Agreement – Rs. 10,00,000/- (Ten lakhs only) paid Vide Cheque no 025723 dated 05/10/2018 drawn on Allahabad Bank , Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid – Rs. 8,00,000/- (Eight Lakhs Only)
- c) After entire completion of Third Floor Work shall be paid – Rs. 10,94,000/- (Ten lakhs Ninety Four Thousand Only)
- d) For 4<sup>th</sup> Floor consideration after the sanction of plan by HCM and entire completion of 4<sup>th</sup> Floor Construction including all fixture and fittings , a consideration of amount of Rs. 10,08,000/- (Ten lakh Eight thousand Only) shall be paid.

Total Amount of Rs. 39,02,000/- (Thirty Nine Lakh Two Thousand Only)

### Payment Schedule of Nandita Boral & Sandipta Boral (Equally Divided)

#### NANDITA BORAL

- a) At the time of Registration of Deed of Agreement – Rs. 5,00,000/- (Five Lakh Only) paid Vide Cheque no 025724 dated 05/10/2018 drawn on Allahabad Bank, Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid – Rs. 2,00,000/- (Two Lakh Only)
- c) After entire completion of Third Floor Work shall be paid – Rs. 1,74,000/- (One Lakh Seventy Four Thousand Only)

- d) For 4<sup>th</sup> Floor consideration after the sanction of plan by HCM and entire completion of 4<sup>th</sup> Floor Construction including all fixture and fittings, a consideration of amount of Rs. 3,80,000/- (Three Lakh Eighty Thousand Only) shall be paid.

Total Amount of Rs. 12,54,000/- (Twelve Lakh Fifty Four Thousand Only)

### **SANDIPTA BORAL**

- a) At the time of Registration of Deed of Agreement – Rs. 5,00,000/- (Five Lakh Only) paid vide Cheque no 025725 dated 05/10/2018 drawn on Allahabad Bank, Pipulpati Branch, Pipulpati Branch, Hooghly.
- b) After entire completion of Second Floor Work shall be paid- Rs. 2,00,000/- (Two Lakh Only)
- c) After entire completion of Third Floor Work shall be paid- Rs. 1,74,000/- (One Lakh Seventy Four Thousand Only)
- d) For 4<sup>th</sup> Floor consideration after the sanction of plan by HCM and entire completion of 4<sup>th</sup> Floor Construction including all fixture and fittings, a consideration of amount of Rs. 3,80,000/- (Three Lakh Eighty Thousand only) shall be paid.

Total Amount of Rs. 12,54,000/- (Twelve lakh Fifty Four thousand only)

The Flats, car Parking Spaces to be owned by the Land Owners shall be delivered to them after completion of the multi-storied building according to sanctioned plan, with the proportionate share of land underneath of "A" Schedule and "B" Schedule property and all rights of common space and all other thing made common.

### **"D" SCHEDULE DEVELOPER'S ALLOCATION**

#### **ABOVE REFERRED TO**

WITHIN "A" Schedule and "B" Schedule property the Developer shall get remaining or balance portion of the total constructed area/Built up area, more or less i) 4202 Sq. ft. on the entire 1<sup>st</sup> Floor, ii) 2252 Sqft on the 2<sup>nd</sup> Floor (After allocating 995 Sqft for Jagamohan Boral at S/E corner & 955 Sqft for Nandita Boral & Sandipta Boral at N/E corner), iii) 4202 Sq. ft. on the entire 3<sup>rd</sup> Floor, consisting of no of flats. And also entire Ground Floor, except two nos of Garages of approx 135 Sqft each on the road side for Sri. Jagamohan Boral, and For Nandita Boral & Sandipta Boral (Jointly).

The Developer in the "A" Schedule & "B" Schedule Property hereunder after allocation made to the Land owners including proportionate share of land and common facilities of the building on the Said Property. The Developer will have the right to sell or any sorts of transfer of Developer's allocation to



any intending purchaser/s save and except the Land Owners allocation mentioned herein above.

**"E" SCHEDULE ABOVE REFERRED TO**  
**(GENERAL SPECIFICATION)**

**Foundation:** R.C.C foundation and framed structure for ground plus four floors.

**Floor:** Good quality vitrified floor tiles of 24"X24" or 16"X16" will be used in bedrooms and other places except in toilets, in toilets 12"X12" of same variety would be used. Stair slabs will be with kota finishing. Good quality standard size light colour tiles would be used in toilets walls up to 6' height. In kitchen 21" breath Green marble will be used for table and 22"X16" steel sink will be provided and 2.5' height wall tiles will be fixed. In dinning place 20"X16" white ISI branded basin with branded ISI pillar cock would be provided. In both the toilets standard white ISI branded commode would be provided, however, buyers/customer otherwise demanded and if so difference in cost if any would be on account of the buyers/buyers. In the common bath room one two in one wall mixture for Geyser option, one over head shower and one tap for toilet would be provided and in the other toilet two taps( one for bath and other for toilet ) would be provided. All bathroom items would be ISI branded. In both the bathrooms one each marble corner would be provided to facilitate to keep bathroom items. Bath rooms will be well ventilated with close & open system.

**Doors-** All door frames except bath rooms would be of Sal wood, (kitchen door will be open without frame). Front door would be matching laminated / Polish of 2.1 m X 1.0 m size flash door, other doors would be 1.85m x 0.90m of size. Bath rooms doors would be PBC with PBC frame of 1.85m x 0.75m size.

**Windows-** All out side windows would be 5'X4' of size of three panels except balcony and kitchen portions which will be 4'X3'/as suits of two panels of Aluminum made with 3.5mm colored glass. Windows bottom level (inside part) would be with tiles top. Windows would be protected with Iron Grill & Grill would be painted. All inside walls would be finished with wall putty and a coat of primer. Dinning cum drawing room would be option of inside telephone and cable TV line. If buyer desire to have cable TV/telephone connection in any bedroom which can be provided on extra charges as per market rate. However, which should be informed well in advance i.e. before inserting concealed pipe/cable and before completion of plaster.

**Water & Electricity -** As per norms of Hooghly Chinsurah Municipality submersible pump will be made available to feed the overhead reservoir tank. And separate transformer as per requirement shall be arranged and Electricity connection will also be made available from W.B.S.E.D.C.L. for which necessary deposits has to be borne by the flats occupiers.

*Bau*

**ELECTRICAL WIRING:** All wiring will be concealed. Each room shall be fitted with switch Board and one five amp. plug point, one tube point, one fan point, one night bulb point. Kitchen will be provided with one Mixture point, one exhaust point, one aqua guard point and one light point. Living / dining room will be provided with one 15 amp. Refrigerator point, on T.V. point, one cable point, one telephone point, two light & two fan points. One bath room will be fitted with one light point and other bath room will be provided with Geyser point and one light point. Balcony will be fitted with on light point. All the above electrical switches, boards will be of branded companies (modular) All flats will have individual Electric connection along with one meter from W.B.S.E.D.C.L. Deposits of W.B.S.E.D.C.L. and other charges if any will be on account of Buyers(s) of the concerned flat. Extra TV and telephone wiring will be on account of the Buyers(s).

**LIFT:** Lift facility will be available, warranty will be as per Lift Co.'s terms.

**CCTV:** CCTV facility will be available, warranty will be as per Co.'s terms.

**FIRE EXTINGUISHER:** Fire Extinguisher facility will be available on the stair lobby of the each floor and warranty will be as per Co.'s terms.

**INTERNAL WALLS:** All the interior walls will be finished with wall putty and a coat of primer.

**EXTRA WORK :** Extra work other than the standard scheme as above shall be charged extra as decided by our authorized engineer and such amount shall be deposited before execution of such work.

**COMMON FACILITIES:** Septic Tank, Water Supply Arrangements, Path ways , Drainage system, Care Takers Room , common urinal, Meter space and others as stated hereinabove.

1. **TRANSFER & REGISTRATION :** If, the land owner's allocation (Schedule -C) of flat and car parking space the necessary costs and the expenses of sale deed, Agreement, Stamp Papers, Registration Charges, Advocate's Fees other statutory charges duties as applicable on the date of Transfer and Registration shall be on account of the Land Owner.



IN WITNESSES WHEREOF the parties put each of their hands and seal on the day month and year first above written.

1) Satyam Construction Pvt. Ltd.  
Rishabh Raj - Director  
(SIGNATURE OF THE DEVELOPER)

Signed Sealed and Delivered at Chinsurah by all the parties in presence of WITNESSES:

1) Jagan Mohan Boral  
Balika Boral  
Hooghly

1) Jagan Mohan Boral

2) Chandan Das  
Koeta, Sahargaj, Hooghly

2) Nandita Boral

3) Sandipta Boral

**Drafted by me**  
Biraj Mohan Datta  
Advocate Reg. No. - W.B./506/73  
Chinsurah Court, Hooghly

(SIGNATURE OF LAND OWNERS)

Place : Hooghly,  
Date : /10/2018

ate of Registration under section 60 and Rule 69.  
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ume number 0601-2018, Page from 224709 to 224761  
eing No 060113390 for the year 2018.



Digitally signed by RONI SEN  
Date: 2018.11.14 14:02:27 +05:30  
Reason: Digital Signing of Deed.

(Roni Sen) 14/11/2018 2:02:14 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I HOOGHLY  
West Bengal.

(This document is digitally signed.)