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Addl District Sub Registrar  
Barrackpore 24 Coo. Ho

25 JUN 2019

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# DEVELOPMENT AGREEMENT

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Nirmala Prasad Sen.  
Snipally  
Titagarh

Digitally signed by Nirmala Prasad Sen. DN: cn=Nirmala Prasad Sen, o=, ou=, email=, c=IN

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Addl. Dist. Sub-Registrar  
Barrackpore North 24 Pqs

25 JUN 2019

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT** is made on this the **25<sup>th</sup> day of June 2019** of the Christian era.

**BETWEEN**

**MR. NIRMALYA PRASUN SEN (PAN: BOGPS3503D)** son of Late Sitangshu Sen, by caste Hindu, by nationality Indian, by profession Business, residing at 621, Sreepally 1<sup>st</sup> Lane, P. O. – Bengal Enamel, Palta, P. S. – Titagarh, District – North 24 Parganas, PIN – 743122, hereinafter referred to as '**the LAND OWNER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators, assigns and/or nominees) of the **FIRST PART**.

**AND**

**MR. MANGAL CHANDRA DAS (PAN: AGAPD4118J)** son of Late Nandalal Das, by caste Hindu, by nationality Indian, by profession Business, residing at 396, Lenin Nagar, Holding No. 744, P. O. – Garulia, P. S. – Noapara, District – North 24 Parganas, PIN – 743133, hereinafter referred to as '**the DEVELOPER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or nominees) of the **SECOND PART**.

**WHEREAS** predecessor-in-title in interest Himangshu Bikash Sen, Sitangshu Bikash Sen, Sudhangshu Bikash Sen, Snehangshu Bikash Sen and Himani Kana Sen had jointly purchased All That the piece and parcel of Bastu land measuring an area of 16.5 Decimal more or less, comprised in C. S. Dag No. 176 & 177, pertaining to C. S. Khatian No. 114 & 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, P. S. – Titagarh, District – 24 Parganas, within the municipal limits of the North Barrackpore Municipality, from Sri Dharani Kanta Bhattacharya, which was registered at the Office of the Sub Registrar, Barrackpore and recorded in Book No. I, Volume No. 9, Pages from 9 to 12, Being No. 261, registered on 28<sup>th</sup> day of January 1952 and also constructed one brick built dwelling unit over the said land for residential purposes.

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**AND WHEREAS** during their possession and enjoyment of the aforesaid property, Revisional Settlement Survey, came into operation and the said purchasers had entered their names in the Record of Rights of Revisional Settlement, and out of total Land measuring 16.5 Decimal, an area of 15 Decimal at present recorded as Bastu under R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, P. S. - Titagarh, District - 24 Parganas, within the municipal limits of the North Barrackpore Municipality.

**AND WHEREAS** said Himangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 15<sup>th</sup> day of July 1959, leaving behind him surviving Smriti Sen, his wife, as his only heirs and legal representatives as per Hindu Succession Act. It is further specifically stated that said Smriti Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 18<sup>th</sup> day of July 1989, without having any children. Therefore, her undivided undemarkated 1/5<sup>th</sup> share in the said property devolved upon the said Sitangshu Bikash Sen, Sudhangshu Bikash Sen, Snehangshu Bikash Sen and Himani Kana Sen. Thus, they had become entitled to and were then possessed of undivided undemarkated 1/4<sup>th</sup> share each in the aforesaid property.

**AND WHEREAS** said Himani Kana Sen, who during her lifetime and at the time of her death was a Hindu, died intestate as a spinster/unmarried on 23<sup>rd</sup> day of February 1972, leaving behind her surviving said Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen, her three brothers, as her only heirs and legal representatives as per Hindu Succession Act. Therefore, her undivided undemarkated 1/4<sup>th</sup> share in the said property devolved upon the said Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen. Thus, they had become entitled to and were then possessed of undivided undemarkated 1/3<sup>rd</sup> share each in the aforesaid property.

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**AND WHEREAS** said Sitangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 16<sup>th</sup> day of November 2001, leaving behind him surviving Mrs. Jyotirmoyee Sen, his wife, Mr. Deba Prasun Sen & Mr. Nirmalya Prasun Sen, his two sons and Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami & Mrs. Manimanjari Saha, his three daughters, as his only heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of the deceased Sitangshu Bikash Sen, inherited his undivided undemarcated 1/3<sup>rd</sup> share in the aforesaid total property equally, i.e. each having inherited undivided undemarcated 1/18<sup>th</sup> share therein.

**AND WHEREAS** said Jyotirmoyee Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 18<sup>th</sup> day of March 2007, leaving behind her surviving Mr. Deba Prasun Sen & Mr. Nirmalya Prasun Sen, her two sons and Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami & Mrs. Manimanjari Saha, her three daughters, as her only heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of the deceased Jyotirmoyee Sen, inherited her undivided undemarcated 1/18<sup>th</sup> share in the aforesaid total property equally, i.e. each having inherited undivided undemarcated 1/15<sup>th</sup> share therein.

**AND WHEREAS** said Sudhangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 17<sup>th</sup> day of September 1992, leaving behind him surviving Mrs. Gouri Sen, his wife, Mr. Amitav Sen & Mayukhabha Sen, his two sons and Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta & Mrs Bijoya Dasgupta, his four daughters, as his only heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of the deceased Sudhangshu Bikash Sen, inherited his undivided undemarcated 1/3<sup>rd</sup> share in the aforesaid total property equally, i.e. each having inherited undivided undemarcated 1/21<sup>st</sup> share therein.

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**AND WHEREAS** said Gouri Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 27<sup>th</sup> day of October 1999, leaving behind her surviving Mr. Amitav Sen & Mayukhabha Sen, her two sons and Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta & Mrs Bijoya Dasgupta, her four daughters, as her only heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of the deceased Gouri Sen, inherited her undivided undemarcated  $1/21^{\text{st}}$  share in the aforesaid total property equally, i.e. each having inherited undivided undemarcated  $1/18^{\text{th}}$  share therein.

**AND WHEREAS** said Mayukhabha Sen, who during his lifetime and at the time of his death was a Hindu, died intestate on 19<sup>th</sup> day of June 2006, leaving behind him surviving Mrs. Arundhati Sen, his wife and Mr. Satadru Sen, his son, as his only heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of the deceased Mayukhabha Sen, inherited his undivided undemarcated  $1/18^{\text{th}}$  share in the aforesaid total property equally, i.e. each having inherited undivided undemarcated  $1/36^{\text{th}}$  share therein.

**AND WHEREAS** said Arundhati Sen, who during her lifetime and at the time of her death was a Hindu, died intestate on 4<sup>th</sup> day of March 1995, leaving behind her surviving Mr. Satadru Sen, her son as her only heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of the deceased Arundhati Sen, inherited her undivided undemarcated  $1/36^{\text{th}}$  share in the aforesaid total property solely, i.e. Mr. Satadru Sen having inherited undivided undemarcated  $1/18^{\text{th}}$  share therein.

**AND WHEREAS** said Snehangshu Bikash Sen, who during his lifetime and at the time of his death was a Hindu, died intestate as a spinster/unmarried on 16<sup>th</sup> day of August 2014, leaving behind him surviving Mr. Deba Prasun Sen, Mr. Nirmalya Prasun Sen, Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami, Mrs. Manimanjari Saha, Mr. Amitav Sen, Mr. Satadru Sen, Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta and Mrs Bijoya Dasgupta, as his only heirs and legal representatives as per Hindu Succession Act. Therefore, Snehangshu Bikash Sen's undivided undemarcated  $1/3^{\text{rd}}$  share in the said property devolved upon them equally.

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**AND WHEREAS** thus, Mr. Deba Prasun Sen, Mr. Nirmalya Prasun Sen, Mrs. Ketaki Sen, Mrs. Ratna Ballari Goswami, Mrs. Manimanjari Saha have become entitled to and were then possessed of undivided undemarkated  $1/10^{\text{th}}$  (i.e.  $1/5^{\text{th}}$  of  $1/2$ ) share each in the aforesaid property.

**AND WHEREAS** thus, Mr. Amitav Sen, Mr. Satadru Sen, Mrs. Susmita Dasgupta, Mrs. Naba Mallika Dasgupta, Mrs. Naba Malati Dasgupta and Mrs Bijoya Dasgupta have become entitled to and were then possessed of undivided undemarkated  $1/12^{\text{th}}$  (i.e.  $1/6^{\text{th}}$  of  $1/2$ ) share each in the aforesaid property.

**AND WHEREAS** vide one Gift Deed which was registered at the office of the Additional District Sub Registrar, Barrackpore and recorded in Book No. 1, volume No. 1505-2018, Pages from 141606 to 141649, Being No. 4924, dated 4<sup>th</sup> day of October 2018, made between 1) Mr. Deba Prasun Sen, 2) Mrs. Ketaki Sen, 3) Mrs. Ratna Ballari Goswami, 4) Mrs. Manimanjari Saha, 5) Mr. Amitav Sen, 6) Mr. Satadru Sen, 7) Mrs. Susmita Dasgupta, 8) Mrs. Naba Mallika Dasgupta, therein described as the Donors of the ONE PART and Mr. Nirmalya Prasun Sen, therein described as the Donee of the OTHER PART for the consideration of natural love and affection and for other diverse good causes the Donors granted bequeathed transferred and conveyed by way of Gift to and unto and in favour of the Donee, the undivided  $11/15^{\text{th}}$  share of ALL THAT the piece of parcel of land together with dwelling unit which they possessed jointly as Co-Owners. Thus, Mr. Nirmalya Prasun Sen has become entitled to and is now possessed of undivided  $5/6^{\text{th}}$  (i.e.  $1/10^{\text{th}}$  +  $11/15^{\text{th}}$ ) share in the said property.

**AND WHEREAS** vide one Gift Deed which was registered at the office of the Additional District Sub Registrar, Barrackpore and recorded in Book No. 1, volume No. 1505-2019, Pages from 44246 to 44268, Being No. 1544, dated 8<sup>th</sup> day of March 2019, made between 1) Mrs. Naba Malati Dasgupta and 2) Mrs Bijoya Dasgupta, therein described as the Donors of the ONE PART and Mr. Nirmalya Prasun Sen, therein described as the Donee of the OTHER PART for the consideration of natural love and affection and for other diverse good causes the Donors granted bequeathed transferred and conveyed by way of Gift to and unto and in favour of the Donee, the undivided  $1/6^{\text{th}}$  (i.e.  $1/12^{\text{th}}$  +  $1/12^{\text{th}}$ ) share of ALL THAT the piece of parcel of land together with dwelling unit which they possessed jointly as Co-Owners. Thus, Mr. Nirmalya Prasun Sen has become entitled to and is now possessed of the said total property, solely.

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2019.

**AND WHEREAS** vide one Deed of Declaration, which was registered at the office of the Additional District Sub Registrar, Barrackpore and recorded in Book No. 1, volume No. 1505-2019, Pages from 6405 to 6416, Being No. 311, dated 27<sup>th</sup> day of May 2019, executed by Mr. Nirmalya Prasun Sen, one inadvertent mistake has been rectified. In fact, although Mrs. Naba Malati Dasgupta has executed and registered the aforesaid Gift Deed, Being No. 1544, on 8<sup>th</sup> day of March 2019 and all procedure to complete the registration has performed but unfortunately her name was not typed in the said Gift Deed by mistake. By the said Deed of Declaration that mistake has rectified.

**AND WHEREAS** at present, the First Part herein, has become the sole Owner of the aforesaid property by virtue of inheritance as well as vide aforesaid Gift Deeds. Being thus seized and possessed of the said property, Mr. Nirmalya Prasun Sen has become the absolute sole Owner of All That the piece and parcel of Bastu land after physical measurement presently an area of 15 Decimal more or less, comprised in R. S. Dag No. 177/708, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2, Mouza Chandanpukur, lying and situated at being Holding No. 621, Sreepally 1<sup>st</sup> Lane, P. O. - Bengal Enamel, Palta, P. S. - Titagarh, District - North 24 Parganas, PIN - 743122, at Ward No. 9, under the North Barrackpore Municipality, more fully and particularly mentioned and described in the First Schedule hereunder written, hereinafter referred to as 'the said premise'.

**AND WHEREAS** it is specifically stated that the singular number used in this Development Agreement shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

**AND WHEREAS** since then the Land Owner has been enjoying each and every part of the said premises absolutely free from all encumbrances, interference, and disturbances of any other person or persons whatsoever nature, etc.

**AND WHEREAS** each & every part of the said premises is free from all encumbrances, charges, liens, lis pendens, attachments, trusts, acquisition and/or requisition, etc. whatsoever or howsoever nature and the Land Owner has good, free and clear marketable title to the said premises with right to assign and transfer his title to the third parties.

**AND WHEREAS** the Land Owner is desirous of developing the said premise by demolition of the existing building and by constructing a multistoried building in accordance with the Building Plan to be sanctioned by North Barrackpore Municipality. But, due to scarcity of fund the Land Owner is looking for one Developer to complete the project.

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AND WHEREAS upon the aforesaid representation of the Land Owners and subject to verification of the title of the Owners concerning the said premises, the Developer has agreed to develop the said premises in accordance with the sanctioned Building Plan on the terms and conditions hereinafter appearing.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as follows: -

- a) That the Land Owner hereby grants exclusive right to the Developer to undertake construction in accordance with the plan or plans to be sanctioned by the local North Barrackpore Municipality.
- b) That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the competent authorities shall be prepared by the Developer on behalf of the Land Owner at the Developer's own costs and expenses.
- c) That the Land Owner must incorporate his name in the Record of Rights / Parcha, issued by the B. L. & L. R. O., in place of the previous owners, under Revisional and/or Land Reforms Survey as well as in the Tax Register Book & Assessment Records of the North Barrackpore Municipality. Besides, he will make over the peaceful vacant physical possession of the said premises to the Developer within 30 (thirty) days from the date of getting mutation certificate from the North Barrackpore Municipality and B. L. & L. R. O., by a written letter, confirming his acceptance regarding the handover.
- d) That immediately upon obtaining possession of the said premises from the Land Owner, the Developer shall be entitled to start the preliminary work necessary for the construction of the multi storied building over the First Scheduled land written hereunder.

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- e) That upon demolition of the existing building the Land Owner shall not be entitled to the building materials and debris which shall be the property of the Developer and for obtaining vacant possession of the said premises from the Land Owners, the Developer shall be liable to pay the monthly rent @ Rs. 9,000/- (Rupees nine thousand only) per month for alternative residential accommodation to the Land Owner herein till completion of the development project and delivery of the possession of the Land Owner's allocation to him.
- f) That the Land Owner shall grant the Developer herein one Registered Development Power of Attorney to deal with the Developer's allocation by executing and registering Agreements for Sale, Sale Deeds, etc. with the intending Purchaser(s) and also to do all other works necessary and expedient to complete the construction work of the proposed multi storied building to be built on the First Schedule land, on their behalf, save and except the Land Owner's allocation.
- g) That upon completion of the new building the Developer shall put the Land Owner in undisputed possession of the Land Owner's allocation as more fully described in the Second Schedule together with the rights in common to the common facilities and amenities as more fully described in the Fourth Schedule written hereunder.
- h) The Land Owner and the Developer shall be exclusively entitled to their respective share of the allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the Land Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.
- i) In consideration of the Developer construction and/or developing the said premises and making over to the Land Owner, his allocation as stated in the Second Schedule of this Agreement, the Developer shall have the absolute and exclusive right to hold, own, use, occupy, enjoy, sell, transfer, deal with and dispose of its allocation of the premises or any part thereof including the units in the building to be constructed and to realise and appropriate the sale proceeds thereof. For this purpose, the Developer will be at liberty to negotiate with the prospective buyers and to enter into agreements for sale or otherwise single - handedly of the said premises or any part thereof including the units in the building, together with parking spaces, other constructed areas together with or independent of the land comprised in the said premises, on such terms, conditions and considerations as the Developer may deem fit and proper and the Land Owner shall not raise any dispute or objection to such acts of the Developer.

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- j) That insofar as necessary all dealings by the Developer in respect of the building including Tri-party Agreements for Sale, Sale Deeds or transfer concerning the Developer's allocation shall be in the name of the Land Owner for which purpose the Land Owner undertakes to put his signature and also undertakes to give the Developer a registered Developer Power of attorney in a form and manner required by the Developer, PROVIDED HOWEVER the same shall not create any financial liability upon the Land Owner in any manner whatsoever.
- k) That the Land Owner shall always be bound to execute the Sale Deed or Deeds in favour of the Developer or its nominee or nominees in such part of parts as shall be required by the Developer in relation to the Developer's allocation.
- l) That the Developer shall at its costs construct and complete the proposed multi-storied building at the said premises in accordance with the sanctioned plan.
- m) That the Developer shall install in the said building at its costs, overhead reservoir, electric wiring and installations and other facilities as are required to be provided in the new multi-storied building constructed for sale of flats/shops/garages/office spaces etc. therein on Ownership basis and as mutually agreed.
- n) That the Developer shall be authorised in the name of the Land Owner insofar as it is necessary to apply for and obtain temporary and permanent connection or drainage, sewerage and/or other facilities if any required for the construction of the building.
- o) That the Developer shall at its costs and expenses and without creating any financial or other liability on the Land Owner, construct and complete the said proposed multi-storied building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer PROVIDED if such alteration or modification is caused at the instance of the appropriate authorities then the Land Owner shall not refuse to give his consent thereon.

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- p) That as from the date of making over possession, the municipal rates and taxes and other outgoings including electric bill, in respect of the said premises shall be borne and paid by the Developer and all outstanding dues because of municipal rates and taxes and other outgoings including electric bill upto the date of making over possession to the Developer shall remain the liability of the Land Owner and shall be borne and paid by him. Moreover, after getting possession of his allocation from the Developer, the Land Owner will also be bound to pay the municipal rates and taxes and other outgoings including electric bill, with regards thereto.
- q) That the Developer be entitled to raise fund from any Bank(s), financial institution(s), person(s), etc. without creating any financial liability on the Land Owner or affecting their estate and interest in the said premises. Besides, the Developer of this Agreement shall have every right to convert the Proprietorship Firm into a Partnership one by taking new partners if it is necessary for the smooth running of the project, in future. The Land Owner shall not refuse to give his consent thereon PROVIDED the terms and condition of this principal Development Agreement remain unchanged till completion of the project.
- r) That the Land Owner shall deliver or cause to be delivered to the Developer all the Original Title Deeds, Record of Rights (Parcha), existing sanctioned Building Plan, Electric Bill, Tax Receipt and other necessary original papers relating to the said premises simultaneously with the execution of this presents.
- s) That the Land Owner shall do, execute, or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Land Owner, including any such additional Power of Attorney and/or authorisation as may be required by the Developer in its name or in the name of its nominee or nominees, with every power to execute Agreements, Sale Deeds, etc. of its allocation.

Contd. ...P/ 12

- t) The Land Owner shall remain bound to put his signature for the purpose of Tri-party Agreements for Sale, registration of several Sale Deeds in favour of the intending/prospective purchasers/buyers of flats/shops/garages/office spaces and other units concerning the Developer's allocation and in all such Sale Deeds the Developer shall join as Confirming Party PROVIDED HOWEVER that the Land Owner as Vendor in all such Sale Deeds/Conveyances, shall not claim and/or be entitled to receive any amount being the proportionate land value for which he will get constructed areas as per the Second Schedule and payment as per the Third Schedule hereunder written from the Developer, as the Land Owner's allocation equivalent to the land value and accordingly proportionate land value as shall be indicated in all such Sale Deeds/Conveyances shall be deemed to have been acknowledged having received by the Land Owner. The entire transactions relating to such Sale Deeds/Conveyances as previously mentioned have been agreed to be done at any time as desired by the Developer.
- u) The Land Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between them or as a Joint Venture in any manner nor shall the Parties hereto constitute an Association of Persons.
- v) The proposed multistoried building shall be known as ' ' and neither the Developer nor the Land Owner or any such party/person/persons to whom the Developer or the Land Owner will sale, transfer part/parts of the Developer's or the Land Owner's allocation in future, be entitled to change and/or modify the name of the building.

**IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER AND THE DEVELOPER AS FOLLOWS:-**

- 1) That after completion of the construction work of the new multistoried building the Developer shall give written notice to the Land Owner to take possession of his allocation in the building. After 15 (fifteen) days from the date of service of such notice and at all times thereafter, the Land Owner shall be exclusively responsible for the payment of all municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever, payable in respect of his allocation. The said rates to be apportioned pro-rata basis with reference to the saleable space in the building if that are levied on the Building as a whole.

Contd. ...P/ 13

2017.

- 2) That as and from the date of service of notice of possession, the Land Owner shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to the Land Owner's allocation. Such charges are to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for management of the common facilities, renovation, replacement and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, one set pump & motor and other electrical and mechanical installations appliances and equipment, stairways, corridors, halls, passageways, parkways and other facilities, etc. If any additional insurance premium costs and expenses by way of/and maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the Land Owner's allocation or any part thereof, the Land Owner shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer.
- 3) That the Land Owner shall not do any act, deed or thing whereby the Developer shall be prevented from the construction and completion of the said multi storied Building as per sanctioned plan provided the Developer abides by the rules, regulations, clauses and/or by-clauses of this Agreement.

**THE LAND OWNER HEREBY AGREES AND COVENANTS WITH THE DEVELOPER AS FOLLOWS:-**

- 1) Not to cause any interference or hindrance in the construction of the said Building at the said premises by the Developer.
- 2) Not to do any act or thing whereby the Developer may be prevented from entering into any agreement for sale or transfer, selling, assigning and/or disposing of any of the Developer's allocated portion in the Building at the said premises.
- 3) Not to enter into an agreement for sale or any type of transfer, let out, grant, lease, mortgage, and/or charge the said premises or any portion thereof.

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- 4) To remain bound to execute all Agreements for Sale, Sale Deeds, Deed of Conveyances and/or transfer concerning Developer's allocation and shall remain bound to execute and register a Development Power of Attorney empowering the Developer or Developer's Agent(s)/ nominee(s) to execute all such Agreements for Sale, Sale Deeds or transfer for and on behalf of the Land Owner concerning the Developer's allocation of the Building at the said premises.

**THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LAND OWNER AS FOLLOWS:-**

- 1) To handover the possession of Land Owner's allocation as per Second Schedule of this Agreement within 24 (twenty four) months and if necessary another 6 (six) months from the date of sanctioning of the Building Plan of the multistoried building or the Land Owner handing over the vacant possession of his aforesaid property to the Developer, whichever is later.
- 2) It is further stated that if the Developer fails to submit the Building Plan of the multistoried building duly signed by the Land Owner and/or unable to start the construction work of the said multi-storied building and/or handover the possession of the Land Owner's allocation to him within the time specified herein due to war, civil commotion, act of God or if the non-delivery of possession is because of any notice, Order/Rule or Notification of the Government, Judicial Department, Municipality and/or other public body or due to any act on the part of the Land Owner or Land Owner's agents, servants, representatives or any person claiming any right under the Land Owner, then the Developer shall not incur any liabilities in relation to the same.
- 3) It is specifically stated that if nothing occurs during the continuance of the project and still the Developer fails to handover the possession of the Land Owner's allocation to him within the stipulated time specified herein, then the Developer will be liable to continue the monthly rent till possession.

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**LIQUIDATED DAMAGES AND PENALTY:-**

- 1) The Parties hereto shall not be considered liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure conditions i.e., flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the Parties hereto.
  
- 2) In the event of the Land Owner committing breach of any of the terms or herein contained or delaying in delivery of possession the said premises or suppressed any facts regarding family disputes and/or previously made Agreement to develop his said property (if any) as hereinbefore stated, the Developer shall be entitled to payments of and the Land Owner shall be liable to pay such losses and compensations as shall be determined by the Arbitrators so appointed provided however if such delay continue for a period of 1 (one) month then in that event in addition to any other right, which the Developer may have against the Land Owner, the Developer shall be entitle to sue the Land Owners for specific performance of this Agreement/Contract or to rescind this agreement and claim refund of all the moneys paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.
  
- 3) In the event the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the Land Owner or Land Owner's agents, servants, representatives or any person claiming any right under the Land Owner, then and in that case the Developer shall have the right to stop payment of the monthly rent and also claim refund of all sums paid by the Developer to the Land Owner in the meantime together with interest at the prevailing Bank rate 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 this contract /Agreement shall remain unaffected.

Contd. ...P/ 16



**ARBITRATION:-**

In case of any dispute between the Parties hereto with regard to the development of the said premises or with regard to the interpretation of any clause of this Agreement or in the event of any other dispute of any nature whatsoever or howsoever arising out of or in connection with this agreement and/or the development of the premises, the party raising the dispute shall serve a notice on the other party by Registered post A/D at the address herein before mentioned, giving details of the dispute raised. Within 15 (Fifteen) days of the receipt of the said notice, the parties shall try and settle the dispute amicably in a joint meeting. In the event the dispute is not/cannot resolved at such meeting or such extended time as may be agreed upon in writing either party may then refer the dispute to arbitration under the provisions of the Arbitration & Conciliation Act, 1996 (The Act) or any amendment thereof. The said dispute shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an umpire at the commencement of the reference.

**JURISDICTION:-**

All Courts having competent jurisdiction over the said premises and the Calcutta High Court shall have the jurisdiction to entertain and determine all disputes, actions, suits and proceedings arising out of these presents between the Parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE TOTAL PROPERTY)**

**ALL THAT** the piece and parcel of 'Bastu' land measuring an area of **6 (six)** **Cottahas 1 (one) Chhittack** more or less, comprised in **R. S. Dag No. 177/708**, pertaining to R. S. Khatian No. 116, Touzi No. 108, Re. Su. No. 15, J. L. No. 2, **Mouza Chandanpukur**, together with Two storied pucca building, measuring 1000 Sq. ft. on each floor, totaling 2000 Sq. ft. more or less standing thereon, lying and situated at being  **Holding No. 621, Sreepally 1<sup>st</sup> Lane**, P. O. - Bengal Enamel, Palta, P. S. - Titagarh, District - North 24 Parganas, PIN - 743122, at **Ward No. 9**, under the **North Barrackpore Municipality**, within the jurisdiction of Office of the Additional District Sub Registrar, Barrackpore, which butted and bounded by:

Contd. ...P/ 17

*Handwritten mark*

ON THE NORTH : 12' - 0" wide Municipal Road.  
ON THE SOUTH : Pond.  
ON THE EAST : House of Swapan Sarkar.  
ON THE WEST : House of Amar Bhattacharjee.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
LAND OWNER'S ALLOCATION**

The Land Owner of this Agreement will get Rs. 30,00,000/- (Rupees thirty lac only) as per Third Schedule herein.

The Land Owner herein will further get the 4 numbers of residential Flats; one South East corner Flat at the Ground Floor, one South East corner Flat on the First Floor, one North East corner Flat on the Third Floor and one North West corner Flat on the Fourth Floor, each measuring super built up are of 800 Sq. ft. more or less (which includes 20% common areas) and one South West corner personal Godown measuring super built up are of 600 Sq. ft. more or less (which includes 20% common areas), at the Ground Floor, after completion of the construction work as per specifications more fully and particularly mentioned and described in the Fifth Schedule hereunder, having undivided impartible proportionate share or interest in the land underneath the said residential flats and garage and/or common user right of Common Areas & Facilities as stated hereunder of the Ground plus Four storied building to be constructed on the land more fully stated in the First Schedule in accordance with the sanctioned Building Plan.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
PAYMENT SCHEDULE**

Payment to the tune of Rs. 30,00,000/- (Rupees thirty lac only) to be made by the Developer to the Land Owner in the following manner, that is to say:

- |  |                     |
|--|---------------------|
| i. Before execution of the registered Development Agreement                                    | ... Rs. 17,50,000/- |
| ii. After 8 (eight) months from the date of execution of this registered Development Agreement | ... Rs. 2,50,000/-  |
| iii. At the time of handing over the possession of the Land Owner's allocation to him          | ... Rs. 10,00,000/- |

Contd. ...P/ 18

*May*

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**DEVELOPER'S ALLOCATION**

The Developer's allocation shall mean All That the constructed area of the proposed multistoried building containing residential flats, commercial shops, office spaces, garages and other spaces, save and except the Land Owner's allocation as more fully stated in the Second Schedule hereinbefore, having undivided undemarcated impartible proportionate share or interest in the land underneath the said building and other spaces attached thereto and available with the building and/or common areas and facilities of the multi-storied building situated and standing on the land more fully stated in the First Schedule with absolute liberty to deal with and/or dispose and/or sell & transfer of the said allocation/area/portion according to the Developer's sole discretion for all times to come thereafter.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATIONS**

- a) Foundation: R.C.C. Foundation and framed structure for Ground plus Four storied building.
- b) Wall: External wall shall be 200 mm, (8") thick. Partition wall between the Flat & Corridor shall be 125 mm (5") thick. Internal partition wall in each flat shall be 100/75 mm (3"/4") thick.
- c) Wall finish: Outside wall shall be finished with cement plastering and painted with seacem or equivalent painting. The inside wall of each flat shall be finished with putty.
- d) Floors: Tiles will be laid on the floor.
- e) Doors: Doorframes shall be made by good quality Sal wood. All doors shall be of commercial flush door. On the main door magic eye, Door stopper & lock shall be provided. All wooden surfaces shall be painted with colour (the Land Owners will decide the colour).

Contd. ...P/ 19

- f) Windows: All windows shall be of aluminum made box panel shutter with sliding glass fittings with integrated grill. The Balcony will be guarded by 2' - 6" high grill. All windows and grills shall be painted with colour (the Developer will decide the colour).
- g) Drawing/Dining room: One Basin (white in colour) with pillar cock.
- h) Kitchen: At kitchen, black stone cooking platform with sink shall be furnished. 2' - 6" high glazed tiles shall be provided over cooking platform only at cooking area. The colour of glazed tiles shall be of the Developers' choice. One bibcock at the sink and another one under the sink also will be provided.
- i) Toilet: 1800 mm (6' - 0") high glazed tiles dado will be provided. One shower including concealed stopcock, one bibcock, one Indian type pan (white in colour) including low down flash and one w. c. shall be provided. The door of Toilet shall be of good quality PVC door.
- j) Electrification: All electrical work shall be of concealed wiring upto switch board only having adequate number of points without any electrical fittings, as follows:
- At Bed room two light points, one fan point and one plug point.
  - At Living cum Dinning two light points, one fan point, one plug point, one Refrigerator point and one T. V. point.
  - At Kitchen one light point, one exhaust fan point and one plug point.
  - At Toilet one light point and one exhaust fan point.
  - At Balcony one light point.
  - At entrance door one doorbell point.
  - And two numbers of 15 amp. Plug point of the Land Owner's choice.
- k) Common electrical point such as for lightening of stairs, common corridor and entrance passage at ground floor, parking space and pump for overhead reservoir shall also be provided.

Contd. ...P/ 20

- l) The DEVELOPER will complete the electrification work of each flat upto individual main switch of the meter room only. For individual and common electrical facilities along with connection charges including installation materials from CESE upto main meter room, infrastructure development cost, security money, transformer installation charges and other quotation charges are to be paid extra. The Land Owners will provide all the electrical fittings.
- m) If the Land Owners takes possession of their Flats before getting connection individually from CESE then they must pay the electric charges monthly extra for enjoying the electricity in their Flats and common facilities. The Developer shall decide the charges of the electricity then for that interim period.
- n) All outer pipes including rain water pipes as well as outer & inner common plumbing installation shall be of PVC type Pipes.
- o) Extra Work: Any extra work, addition & alteration in the flat other than the standard specification shall be done subject to the approval of the supervising Engineer and/or Architect of the project. The requisite extra cost as decided by the Developer's authorized Engineer shall be deposited by the Purchaser to the Developer before execution of such work. Outside labour/mason shall be allowed after completion of total project with the permission of the Flat Owners' Association.

**N. B.:** The layout and specification given above are tentative and subject to minor alterations/ modifications on account of technical reasons without any reference.

### COMMON AREAS AND FACILITIES

1. Staircase on the floors & stair head room.
2. Staircase landing on all floors.
3. Lift & lift-well.
4. Drains and sewers.
5. Pump.

Contd. ...P/ 21

6. Open spaces, passages from the building to the main road, foundation, outer walls and all type of outer pipes and other common electrical & plumbing installation.
7. Overhead reservoir.
8. Septic Tank.
9. Roof of the Top Floor.
10. Water Supply: Pump operated Deep Tube Well will be utilized for water supply and overhead reservoir will be provided on ultimate roof.
11. Proportionate undivided undemarkated share or interest in the common parking space at the Ground Floor.

#### COMMON EXPENSES


- 1) All costs of lighting & maintenance of common areas, and also the outer walls of the building.
- 2) Proportionate share of electrical charges for Lift & Pump operation and maintenance.
- 3) The salary of Durwan, Care Taker, who may be appointed.
- 4) Insurance for insuring the building against riot, earthquake, fire, lightning and violence etc.
- 5) All charges and security monies to be deposited for the common facilities.
- 6) Municipal taxes and other outgoing save and except those are separately assessed on the respective flats.
- 7) Proportionate share of establishment costs and charges for maintenance of the building.

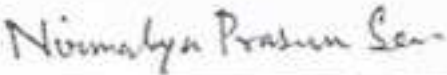
Contd. ...P/ 22

**IN WITNESS WHEREOF**, the Parties hereto have set and subscribed their respective signatures and seals the day, month and year first above written.

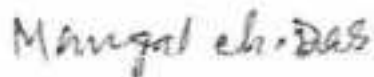
Signed and Delivered by the Land Owner  
and the Developer, at 621, Sreepally 1<sup>st</sup> Lane,  
Paltu, in the presence of:

1)   
Advocate

2)   
Chaplain Narwanegang

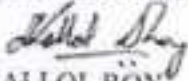


SIGNATURE OF THE LAND OWNER



SIGNATURE OF THE DEVELOPER

Prepared and Drafted on the  
basis of the information furnished  
by both the Parties by:

  
KALLOL ROY  
ADVOCATE  
F/1598/1613/95

Contd. ...P/ 23

**MEMO OF CONSIDERATION**

Already received from the within mentioned Developer the within mentioned sum of Rs. 17,50,000/- (Rupees seventeen lac fifty thousand only) as first instalment, as follows:

- |  |                    |
|--|--------------------|
| i) By Cheque No. 000214, drawn on HDFC Bank, Barrackpore Branch, dated 30/08/2018                        | ... Rs. 2,00,000/- |
| ii) By Cash on 03/10/2018  | ... Rs. 1,50,000/- |
| iii) By Cheque No. 000520, drawn on ICICI Bank, Barrackpore Branch, dated 07/03/2019                     | ... Rs. 40,000/-   |
| iv) By Cheque No. 000521, drawn on ICICI Bank, Barrackpore Branch, dated 08/03/2019                      | ... Rs. 6,00,000/- |
| v) By RTGS No. ICICR52019031100330407, transferred from ICICI Bank, Barrackpore Branch, dated 11/03/2019 | ... Rs. 7,00,000/- |
| vi) By Cheque No. 000498, drawn on ICICI Bank, Barrackpore Branch, dated 20/06/2019                      | ... Rs. 60,000/-   |

Witness:

1) *Shalini Dey*  
Advocate

2) *Neelam Narayan Chatterjee*  
*Chhapkhat Narayan Chatterjee*

*Neelam Narayan Chatterjee*

**SIGNATURE OF THE LAND OWNER**



	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME  
Nirmalya Prasad S



Signature  
Nirmalya Prasad S

SIGNATURE

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME  
Mangal ch. Das



Signature  
Mangal ch. Das

SIGNATURE

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME

PHOTO

SIGNATURE

	LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND:					
	THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND:					

NAME

PHOTO

## Major Information of the Deed

Deed No :	I-1505-02937/2019	Date of Registration	25/06/2019
Query No / Year	1505-0000973061/2019	Office where deed is registered	
Query Date	22/06/2019 8:43:34 AM	A.D.S.R. BARRACKPORE, District: North 24-Parganas	
Applicant Name, Address & Other Details	Kailoi Roy 6, Talbagan Main Road (2nd Lane), P. O – Nona Chandanpukur, Barrackpore, Thana : Titagarh, District : North 24-Parganas, WEST BENGAL, PIN - 700122, Mobile No. : 9331035550, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 17,50,000/-]		
Set Forth value	Market Value		
Rs. 39,00,000/-	Rs. 63,49,995/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 17,521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Titagarh, Municipality: BARRACKPORE, Road: Sreepally 1-st Lane, Mouza: Chandanpukur, Ward No: 9, Holding No:621 JI No: 0, Pin Code : 743122

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-177/708	RS-116	Bastu	Bastu	6 Katha 1 Chatak	24,00,000/-	48,49,995/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>10.0031Dec</b>	<b>24,00,000 /-</b>	<b>48,49,995 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	15,00,000/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2000 sq ft</b>	<b>15,00,000 /-</b>	<b>15,00,000 /-</b>	