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WARNING: THIS DOCUMENT IS SUBJECT TO
REGISTRATION. THE SIGNATURE SHEET & THE
ENDORSEMENT SHEET ATTACHED WITH THIS DOCUMENT
ARE THE PART OF THIS DOCUMENT.

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ADDL. DIST. SUB REGISTRAR
NAIHATI, NORTH 24 PGS

03 OCT 2018

**DEED OF DEVELOPMENT
AGREEMENT**

1. **DATE :** THIS MEMORANDUM OF AGREEMENT is made on
this 3rd day of October, Two Thousand and Eighteen, in Christian Era.

BETWEEN

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নং জেলা উত্তর ২৪ পরগনা
নৈহাটী এ.ডি. সাব রেজিস্ট্রী অফিস
তারিখ.....
নাম.....
সংখ্যা.....
মূল্য.....
ভেদার স্বাক্ষর.....

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১৫
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ভেদারের নাম সর্দার সত্যজিৎ
ক্রেতার নাম - বাসুদেব 17 SEP 2018
টি. ডি. নম্বর.....
স্ট্যাম্প পরিচালকের তারিখ.....
এই ডি. ডি. নম্বরের মোট কত টাকা
বাকি রয়েছে.....

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DEED OF DEVELOPMENT
AGREEMENT

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NAIHATI, NORTH 24 PGS

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2. PLACE : 124/A, & 124/B, R.B. C. Road, Post Office Naihati, Police Station - Naihati, District North 24 Parganas, Pin Code 743165.

3.1. LAND OWNERS :

1. SMT. CHHANDA GHOSH, (PAN -ACVPG5679A) Wife of Late Biman Kumar Ghosh, **2. SRI RITAM GHOSH**, (PAN -AJNPG4091P) **3. SRI ARHAN GHOSH**, (PAN -AOXPG5519H) No. 2 & 3 sons of Late Biman Kumar Ghosh, All By Faith - Hindu, by Nationality - Indian, by Occupation - Housewife & Business respectively, All Residing at : 124/A, 124/B, R.B.C. Road, Post Office - Naihati, Police Station - Naihati, District - North 24 Parganas, Pin Code 743165, hereinafter collectively called the "**LAND OWNERS**" (which expression shall unless be excluded or repugnant to the context be deemed to include each of his legal heirs, successors executors, administrators and assigns).

A N D

3.2. DEVELOPER : "**BALAJI ENTERPRISE**" (PAN -AAOFB7533K), In Corporated Partnership Firm, registered under Partnership Act. 1932, by its Partners : Its' Registered Office at Sai Tower, Block -A, 1st Floor, 6 No. Bijoy Nagar, Dhankal, Post Office & P.S., Naihati, District North 24-Parganas.

1. SRI PRADIP KUMAR DUTTA (PAN -ADUPD9143Q)

son of Late Nitya Gopal Dutta, residing at Deulpara, Vidyasagarpath, Post Office & P.S. Naihati, District North 24-Parganas,

2. SRI PRADIP KUMAR BANERJEE, (PAN -AGDPB0757C)

son of Late Vivekananda Banerjee, By Caste Hindu, By Nationality - Indian, By Occupation - Business, Residing at : 20, Arabind a Road, Post Office Naihati, Police Station - Naihati, District - North 24 Parganas.

Carrying on Sai Tower, Block -A, 1st Floor, 6 No. Bijoy Nagar, Dhankal, Post Office & P.S., Naihati, District North 24-Parganas. hereinafter called the "**DEVELOPER**" (which expression shall unless be excluded or repugnant to



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the context be deemed to include each of their legal heirs, successors, executors, administrators and assigns).

Owners and Developer collectively called "Parties"
individually "Party".

**NOW THIS AGREEMENT WITNESSES. RECORDS. BINDS AND GOVERNS
THE RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

4. SUBJECT MATTER OF AGREEMENT'

4.1. Development : Development and Commercial Exploitation of a piece and parcel of Bastu Land measuring about 3 Cottah 4 Chittaks 3.3 Square feet equivalent to 05.38 Decimal along with Old Dilapidated 4 Pucca Shop rooms, Verandah, and other Tin & Tiled Shed Structures and another piece and parcel of Bastu Land measuring about 3 Cottah 11 Chittak 24 Square feet. equivalent to 06.15 Decimal both appertaining to R. S. Dag No. 407 corresponding to L.R. Dag No. 618 & 619 both under R.S. Khatian No. 1220 corresponding L.R. Khatian No. 10144, 10145 & 10146, both under J.L. No. 03, Ressa No. 21, Mouza -Naihati, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No.10, under Naihati Municipality, Situated at R.B.C. Road, Naihati, Police Station Naihati, District -North 24 Parganas, within the limits of Additional District Sub-Registrar at Naihati, District North 24-Parganas, Total Area of land measuring 6 (Six) Cottahs 15 (Fifteen) Chittaks 27.3 Square feet, equivalent to 11.53 Decimal;

5. BACKGROUND :

5.1. Ownership of Smt. Chhanda Ghosh & Others.

That one Satish Chandra (since deceased) was the absolute owner of All that piece and parcel of Bastu Land measuring about 62.25 Decimal, appertaining to R.S. Dag No. 407 & 408, R.S. Khatian No. 1220, Mouza - Naihati, who while was enjoying the Said Property after exercising his valuable Right, Title, Interest & Possession therein unfortunately died in the year 1962 leaving behind his daughter-in-law Durgabati Ghosh & three Grand-sons namely, Arun Kumar Ghosh, Sunil Kumar Ghosh & Biman Kumar Ghosh as his only son Pramatha Nath Ghosh & his wife predeceased him.



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That on demise of said Satish Chandra Ghosh his daughter-in-law Durgabati Ghosh & three Grand-sons namely, Arun Kumar Ghosh, Sunil Kumar Ghosh & Biman Kumar Ghosh have become the Joint Owners in respect of said property as Law inheritance.

That thereafter the aforesaid four Joint Owner, due to their convenience and comfortable use & enjoyment of the Aforesaid Property partitioned the same among themselves through execution of a valid Deed of Partition which was registered at the Office of the A.D.S.R. Naihati wherein the same was entered into Book No. 1, Volume No. IV, Page Nos 223 to 238 being No. 311 for the year 1988, dated 16.01.1988.

That according to the said Deed of Partition Biman Kumar Ghosh the Predecessor in interest of the Owners hereinabove was allotted a piece and parcel of Bastu Land measuring about 3 (Three) Cottahs 4 (Four) Chittaks 3.3 Square feet. equivalent to 05.38 Decimal along with Old delapidated 4 Pucca Shop rooms, Verandah, and other Tin & Tiled Shed Structures piece and parcel of Bastu Land measuring about 3 (Three) Cottahs 10 (Ten) Chittaks 9.42 Square feet. equivalent to 06.15 Decimal, both appertaining to R. S. Dag No. 407 corresponding to L.R, Dag No. 618 & 619 both under R.S. Khatian No. 1220 corresponding L.R.Khatian No. 10144, 10145 & 10146, both under J.L. No. 03, Ressa No 21, Mouza - Naihati, being Municipal Holdmg No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, Situated at R.B.C. Raod, Naihati, Police Station - Naihati, District - North 24 Parganas, within the limits of Additional District Sub-Registrar Office at Naihati, which has been specifically shown in Schedule "Gha" of the Deed of Partition dated 16.01.1988

And LOT 'C' in the annexed map thereto, hereinafter referred to as the "AFORESAID PROPERTY"

That thereafter said Biman Kumar Ghosh during his lifetime transferred a piece and parcel of land measuring about 3 Cottah 10 Chittak 9 Square feet equivalent to 06.01 Decimal along with structures therein from the aforesaid



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property in favour of Sunil Kumar Ghosh by execution of a valid Deed of Gift executed dated 21.02.2001 and registered at the Office of the A.D.S.R. Naihati wherein the same was entered into Book No. I, being No. 4636 for the year 2005 keeping the remaining portion of the aforesaid property measuring about 3 Cottah 4 Chittak 3 Square feet under his ownership.

That thereafter Sunil Kumar Ghosh one of the co owner and second part of the Deed of Partition being No. 311 for the year 1988 out of his allotted property as specifically described in Schedule "Ga" of the Deed of Partition dated 16.01.1988 and LOT 'B' in the annexed map thereto transferred a well demarcated portio measuring about 3 Cottah 11 Chittak 24 Sq. Ft. equivalent to 06.15 Decimal appertaining to R.S. Dag No. 407, under R.S. Khatian No. 1220, of Mouza - Naihati, in favour of Biman Kumar Ghosh through execution of a valid Deed of Gift dated 21.02.2001 which was registered at the Officer of the A.D.S.R. Naihati wherein the same was entered into Book No. I, Volume No. 85, Pages 387 to 392 being No. 4141 for the year 2001.

Thus, Biman Kumar Ghosh became the absolute owner of a well demarcated piece and parcel of Bastu Land measuring about 6 Cottah 15 Chittak 27 Sq. Ft. equivalent to 11.53 Decimal appertaining to R. S. Dag No. 407, R.S. Khatian No. 1220, Mouza Naihati through registered Deed of Partition being No. 331 for the year 1988 and on acceptance of the Gift as was made through Deed of Gift being No. 4141 for 2001, hereinafter referred to as the "SAID PROPERTY".

That said Biman Kumar Ghosh while was enjoying the Said Property after exercising all of his valuable Right, Title Interest & possession therein unfortunately died on 28.11.2010 leaving behind his wife Smt. Chhanda Ghosh & two sons namely, Ritam Ghosh & Arhan Ghosh as his only surviving legal heirs who have become the joint owners in respect of the properties as law of inheritance who after being the joint owners of the Said Property duly mutated their names with the Naihati Municipality wherein the Said Property has been recorded as Holding No. 124/A & 124/B, under



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Ward No.10 of the Naihati Municipality as well as also recorded their names with the Government Sherestha wherefrom relevent L.R. Record of Rights has been published in their names separately under respective Khatian Nos. 10144, 10145 & 10146 with L.R. Dag No. 618 & 619, Mouza - Naihati.

5.2. Enjoyment By Smt. Chhanda Ghosh & Others.

That said Smt. Chhanda Ghosh & Others thereafter started to enjoy the said premises by exercising her valuable Right, Title, Interest and Possession therein.

5.3. No Encumbrances :

The Right, Title and Interest of the Owner in the premises id free from all encumbrances whatsoever and they have a good and marketable title thereof

5.4. No Requisition :

The premises of any part thereof is at present not affected ACQUISITION & any REQUISITION of attached and or is liable to be attached under any decree or order of any court of Law or sue to INCOME TAX, REVENUE or any other public demand.

5.5. No Litigation :

There are no suits and/or proceedings and/ or litigation pending in respect of the premises or any part thereof

5.6. Absolute Possession :

The entirety of the premises in the Khas Vacant peaceful and absolute possession of the Owner and no person or persons other than the Owner has right of occupancy, easement or otherwise on the premises or any art thereof There are no thika tenants or other tenants of the premises.

5.7 Decision For Development :

The Owner decided to develop the Premises by way of demolition of the existing structures thereon and construction of "G+4" New Building thereon through a Developer.



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5.8. Offer For Development :

The Developer after coming to know the decision of the owner for developing The said premises has approached the owner and made the above representation with a request to allow him to develop the said Premises;

5.9. Reliance On Representation :

Relying on the representation of the Developer, the Owner has agreed to develop the Said Property In accordance with the building plan as to be sanctioned by Naihati Municipality.

5.10. Negotiation :

Discussion and negotiation have been taken place between the parties and the terms and condition have been agreed upon which the parties desirous of recording hereunder.

6.1 Appointment And :

Acceptance

The Owner hereby appoints the Developer as the Developer of the Said Premises and the Developer hereby accept such appointment with exclusive right to the Developer to build upon and exploit commercially the Said Premises by (i) Demolishing the existing structure (ii) Construction of the new building according to sanction plan (iii) Dealing with the same after allotting the owners allocation which are more fully described in Fourth Schedule below.

6.2. Commencement Tenure :

Consequent to such appointment and acceptance of appointment, this agreement commences and shall be deemed to have commenced on and with effect from this date of execution as mentioned above and this agreement shall remain valid and in force upto 60 months from the date of sanction of the building plan and till violation of the condition.

7. OWNER'S CONSIDERATION :



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7.1. Constructed Area :

30% of the entire constructed area as per sanctioned plan. That 30% of the entire constructed area includes the portion of the entire Ground Floor consisting of several shops and thereafter remaining portion if any to be allotted either in Second floor or in Third floor according to the choice of the Developer.

7.2. Other Facilities :

That the Developer will arrange the alternative convenient accommodation of the owner till the handing over the flats in respect of owner's allocation in good habitable condition.

8. DEVELOPER'S CONSIDERATION :

8.1. Developer's Allocation :

The Developer shall fully and completely entitled to get the rest of area of 70% of the constructed area as per sanctioned plan excluding the Owner's Allocation as described in Fourth Schedule.

9. POSSESSION & DEMOLITION :

Simultaneously herewith the owner has already delivered the vacant possession of the Said Premises which has demolished by the Developer, the debris of which has already taken by the Developer.

10. POWER OF AUTHORITY :

10.1. Registered General Power Of Attorney :

That the Owners have agreed to a Development Power of Attorney through the Developer's Allocation within the one month from the date of execution of the agreement.

11. SANCTION AND CONSTRUCTION :



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11.1. Sanction Of Place :

The Developer has at its own costs, appointed an architect on behalf of the Owner (Architect) and through the Architect the Developer has prepared, submitted and got sanctioned by the Naihati Municipality the Plans of the New Building.

11.2. Construction Of The New Building :

The Developer shall at its own costs and without creating any financial or other liability on the Owner, construct, erect and complete the New Building in accordance with the specifications mentioned In the Third Schedule below and as may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context.

11.3. Construction Time :

Subject to the Owner meeting all its obligations under this Agreement and force major, the Developer shall, construct, complete and finish the New Building on the Premises within a period of 60 (Sixty) months from the date of sanction of the Plan.

11.4. Utilities :

The Developer shall at its own costs install and erect in the new building, pump, overhead reservoir, temporary electric connection until permanent electric connection is obtained and sewerage connection. For permanent electric connection the prospective purchasers (collectively transferees) of the apartments.

11.5. Building Materials :

The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the



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Owner and required for the construction of the New Building but in no circumstances the Owner shall be responsible for their price/ value storage and quality.

11.6. Temporary Water & Electric Connection :

The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connection of water electricity and drainage sewerage.

11.7. Modification :

Any amendment or modification in the Plans may be made or caused to be made by the Developer within the permissible limits of the Naihati Municipality Rules with the written consent of the Owner provided no alteration or modification shall be made in the Owner's Allocation without the consent of the Owner in writing.

11.8. No Obstruction :

The Owner shall not In normal situation do any act deed or thing whereby the Developer is obstructed or prevented from constructing and completing the New Building.

12. DEALING WITH UNITS IN THE NEW BUILDING :

12.1. Owner's Allocation :

The Owner shall be exclusively entitled to the Owner's Allocation and shall be entitled to transfer or otherwise deal with the Owner's Allocation in any manner the Owner deems appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owner's Allocation. It is however understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Development. However, any transfer or any part of the Owner's Allocation shall be subject to the provision of this Agreement.



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12.2. Developer's Allocation :

The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the Sale/ Transfer and quiet and peaceful possession of the Developer's Allocation, only after handing over the physical possession of the Owner's Allocation. It is however understood that the dealing of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However any transfer of any part of the Developer's Allocation shall be subject to the provision of this Agreement.

12.3. Transfer of Developer's Allocation,

In Consideration of Owner's Allocation, the Owner shall execute Deed Of Conveyances of Flats alongwith the undivided share in the land and Plans in favour of the Transferees, as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances, at the option of the Developer, may be done by the Developer by exercising the powers and authorities granted under the registered General Poower of Attorney or by the Owner Directly.

12.4. Cost Of Transfer :

The costs of such conveyance including stamp duty and registration expenses and all other legal expenses shall be borne and paid the Transferees.

13. MUNICIPAL TAXES AND OUT GOINGS :

13.1. Relating TO Period Prior to Full Possession :

All outstanding Municipal Tax will be paid by the Owner and the current will be paid by the Developer till handing over of the possession of the Owner's allocation.



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13.2. Relating to Period After Full Possession :

The Developer shall be liable for current Municipal rates and taxes after execution of the agreement in respect of the Said Premises, till such time the possession of the Owner's Allocation is given to the Owner and possession of the Units is given to the transferees who shall respectively from the dates of such possession become liable and responsible for Municipal rates and taxes and all other outgoings.

14. POSSESSION & POST COMPLETION MAINTENANCE :

14.1. Notice of Completion :

As soon as the New Building is completed (as certified by the Architect) with partial or full occupancy certificate of Naihati Municipality, the Developer shall give a written notice to the Owner requiring the Owner to take possession of the Owner's Allocation and the Owner shall take possession within 30 (Thirty) days from the date of such notice, failing which it shall be deemed that the Owner has taken possession, whether or not the Owner takes physical possession and all liabilities with regard to payment municipal taxes and other outgoings, as mentioned in Clause 14.2 below shall commence.

14.2. Possession Date and Rates :

On and from such date of taking physical possession or deemed possession as afore stated (Possession Date), the Owner shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and impositions whatsoever (collective rates) payable in respect of the Owner's Allocation only provided however when such Rates are applicable to the whole of the Premises/New Building, the same shall be apportioned on pro-rate basis with reference to the total area of the News Building. The Transferees shall be responsible for payment of the Rates in respect of the Developer's Allocation.



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14.3. Punctual & Mutual Indemnity :

The Owner and the transferees shall punctually and regularly pay the rates for their respective allocation to the concerned authorities and parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be consequent upon a default by the other or others.

14.4. Maintenance & Maintenance Charges :

The Developer and the Owner shall mutually frame a scheme for the management and administration of the new building. The Owner hereby agrees to abide by all the rules and regulations normally applicable in such cases to be framed by the representative body of the owner and the transferees (association), which shall be in charge of such management of of the affairs of the New Building.

i) for period of 12 (twelve) months from the possession date or till such time the association is formed, which ever is earlier. The Developer shall manage and maintain the common portions of the new building, upon the Owner and the transferees paying and bearing, forthwith on demand to the developing the costs and service charge for such management and maintenance (maintenance charge). It is clarified that the maintenance charge shall include premium for the insurance of the new building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipments and other installations, appliances and equipments.

ii) that the Developer will not be liable to maintain any individual unit either for the Owner or for the transferee since the date handing over the possession of the flats.



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14.6. Failure to Pay Maintenance Charges :

Should the Owner or any of the Transferees fails to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

15. COMMON RESTRICTIONS :

15.1. No Illegal Activity:

No occupant of the New Building shall use or permit to be used their Units or any portion thereof for any commercial purpose or for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

15.2. No Demolition :

No occupant of the New Building shall demolish or permit demolition of any wall or other structure in their respective units or any portions, major or minor, without the written consent of the Developer and/ or of the Association.

15.3. No Obstruction of Common Portions :

Neither the Owner nor the Transferees shall leave or keep any goods or other items for display or otherwise in the lobbies, staircases, corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircases, corridors. and other places for common use and enjoyment in the New Building.



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15.4. Cleanliness :

Neither the Owner nor the Transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

16. OWNER'S OBLIGATIONS

16.1. No Obstruction, in Dealing with Developer's Allocation :

Not to do any act, deed or thing whereby the Developer may be prevented from selling and/ or disposing of any part or portion of the Developer's Allocation.

16.2. No Obstruction in Construction :

Not to cause any interference or hindrance in the construction of the New Building.

16.3. No Dealing with the Premises:

Not to let out, grant lease, mortgage and/ or charge the premises or any portion thereof without the consent in writing of the Developer.

16.4. Fulfilling Obligations

To sign and join all and every deeds, document and papers which are required for the development of the premises and/or' sale of the Developer's Allocation to the Transferees.

16.5. Marketable Title :

The Owner has a clear and marketable title to the Premises.

16.6. Handing Over or Original Deeds & Documents :

The Owner will handouer all the original deeds & documents and other relevant papers relating to the Said Premises to the Developer.

17. DEVELOPER'S OBLIGATIONS :



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17.1. Time Of Completion :

The Developer hereby agrees and covenants with the Owner that subject to the Owner meeting all its obligations including those mentioned in the Various sub-clauses of Clause 16 above the subject further to force major and reasons beyond the control of the Developer the Developer shall complete the construction of the New Building within 60 (sixty) months from the date of execution of this Agreement (Stipulated Period).

17.2. Completion Certificate.

The Developer shall be liable to apply for and obtain completion certificate at his own cost on completion of construction of New Building.

17.3. No Violation Of Law :

The Developer hereby agrees and covenants with the Owner/Assignee not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

17.4. No Obstruction in Dealing With Owner's Allocation :

The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.

17.5. No Possession Third Party :

The Developer hereby agrees and covenants with the Owner not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owner's Allocation is delivered or deemed to be delivered to the Owner provided however this will not prevent the Developer from entering into any agreement for Sale with the Developer's Allocation.



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17.6. Delivery Of Owner.'s Allocation :

Subject to Force Majeure and/or reasons beyond control of the the Developer shall first complete Owner's Allocation and handover the same to the Owner within the stipulated period.

17.7. Penalty By The Developer:

If the Developer does not complete the Building within the time mentioned in the agreement and if not resircined reasons beyond the control of the Developer that is after the period as extended due to unforeseen reasons, the owner will get a compensation @ Rs. 5,000/ - Rupees Five Thousand) only per month upon the extent of completion of the New Building.

18. OWNER'S INDEMNITY

18.1. Title :

The Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner hereby indemnifies and agrees to keep indemnified the Developer and the Transferees 'in this regard.

18.2. Developer's Allocation :

The Owner hereby undertakes that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the owner and to this effect the Owner hereby indemnifiers and agrees to keep indemnified the Developer.

19. DEVELOPER'S INDEMNITY :

19.1. Third Party Claims :

The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the New Building and/ or for any defect therein or development of the Premises.



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20. MISCELLANEOUS :

The Owner and the Developer have entered into the Agreement purely as a contract between principals and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.1. No Partnership :

The Owner and the Developer have entered into the Agreement purely as a contract between principals and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.2. Further Acts :

The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20.3. Taxation.

The Owner shall not be liable for any Income Tax, Wealth Tax, Sale Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all action, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Sales Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof;

20.4. Name Of New Building.

The name of the New Building shall be such as be mutually decided by the Developer and Owner i.e. "**CHHANDA APARTMENT**"



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20.5. No Demise Or Assignment.

Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Premises of any part thereof to the Developer by the owner or as creating any right, title or interest therein in favour of the Developer except to develop the Premises in terms of this Agreement provided however the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owner or affecting the estate and interest in the Premises and it is being expressly agreed and understood that in no event either the Owner or any of its estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses.

21. DEFAULTS :

21.1. Of Developer :

In the event the Developer fails and/or neglects to complete the construction of the New Building within the Stipulated Period, the Developer shall pay compensation to the Owner for the delayed period at the rate as be mutually agreed upon by the Parties.

21.2. Of Owner :

In the event the Owner fails and/ or neglect to perform any of its obligations under this Agreement the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owner.

22. FORCE MAJEURE :

22.1. Meaning Of :

Force Majeure shall mean rain, flood, earthquake, not war, storm, tempest, civil commotion, strike, decision of authority and/or any other event beyond the control of the Parties (Force Major).

23. GENERAL :



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23.1. Counterparts :

This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and both of which shall constitute one instrument and agreement between the Parties.

23.2. Amendment Modification :

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

23.3. Governing Laws Between Parties :

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

24. NOTICE

24.1. Mode Of Service :

Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/ effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees, thereon prepaid, on the 5th business day following delivery of such notice to the postal service, or if by express courier, on the 3rd business day following delivery of such notice to such express courier, addressed as to Clause 3.

25. LEGAL PROCEEDINGS :

Disputes arising out of the agreement shall be referred to competent Court of Jurisdiction.

26. SCHEDULE :

26.1. First Schedule Above Referred to (Sixteen annas Property) :

ALL THAT a piece and parcel of Bastu Land measuring about 3 Cottahs 4 Chittaks 3.3 Square feet equivalent to 0.0538 Decimal along with Old Dilapidated 4 Pucca rooms, Verandah, and other Tin & Tiled Shed Structures AND another piece and parcel of Bastu Land measuring about



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3 Cottahs 11 Chittaks 24 Square feet equivalent to 06.15 Decimal, both appertaining to R.S. Dag No. 407, corresponding to L.R. Dag No. 618 & 619 both under R.S. Khatian No. 1220 corresponding L.R. Khatian No. 10144, 10145 & 10146, both under J.L. No. 03, Ressa No. 21, Mouza Naihati, being Municipal Holding No. 124/A, 124/B, Ward No. 10 (Old), and New Ward No. Naihati Municipality, Situated at R.B.C. Raod, Naihati, Police Station Naihati, District -North 24 Parganas, within the limits of A.D.S.R.O. Naihati.

Thus, Total area of land is 6 (Six) Cottahs 15 (Fifteen) Chittaks 27.3 Square feet equivalent to 11.53 Decimal togetherwith 500 Square feet Pucca building standing thereon.

Butted and bounded in the manner that is to say as follows :

ON THE NORTH : Arun Ghosh & Puja room.

ON THE SOUTH : Common passage.

ON THE EAST : Common Passage.

ON THE WEST : 60 Feet wide R.B.C. Road.

L.R. Dag No. 618 L.R. No. 10144 Land. 3 Sutta, L.R. Dag No. 619 L.R. No. 10144 Land. 8 Sutta
L.R. Dag No. 618 L.R. No. 10145 Land. 3 Sutta, L.R. Dag No. 619 L.R. No. 10145 Land. 8 Sutta
L.R. Dag No. 618 L.R. No. 10146 Land. 3 Sutta, L.R. Dag No. 619 L.R. No. 10146 Land. 8 Sutta

26.2. Second Schedule (Common Portion) :

AREAS : (a) Entrance and Exit to the Premises & New Building

(b) Boundary wall and main gate of the Premises

(c) stair case, stair head room and lobbies of all the floors of the building

(d) Entrance of lobby, electricity, water pump room, generator room (if any)

(e) Common installation of the roof

(f) Room above the top floor

(g) Common lavatory.

WATER, PLUMEING & DRAINAGE:

(a) Drainage & Sewerage line and other installations except inner side

(b) Water supply system

(c) Water Pump, under ground and over head reservoir together with all common plumbing installation for carriage of water except inside in the flat.

Ritau Ghosh



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ELECTRICAL INSTALLATION :

(a) Electrical wiring and other fittings (except inside the flat) (b) Light of the common portion.

26.3. Third Schedule :

SUPER STRUCTURE : R.C.C. frame structure

FLOORING : Flooring with casting in site mosaic.

KITCHEN : Flooring with 3' Ft. black stone for kitchen working table & wall tiles at 5' Ft. height.

TOILET : Floor with standard height of 5' ft. glaze tiles with commode, sistun, two taps, one overhead shower and one hand shower with concealed plumbing system.

DOORS & WINDOWS : Wooden flash door with still windows, glass fittings.

ELECTRICAL WIRING :

Concealed copper cable in bed room with two light points, one fan point, one plug point, in Drawing room with two light points, one fan point, one plug point, in Toilet with one light point, one geyser point, one plug point, and in Kitchen with one light point, one exhaust fan point, one plug point.

WALLS : Plaster of paris with standard colour.

26.4. Fourth Schedule above Referred to : (OWNERS ALLOCATION)

32% of the entire constructed area of the as per sanctioned plan. That 32% of the entire constructed area includes the entire portion of the Ground Floor consisting of several shops and thereafter remaining portion to be allotted on the First Floor (South East side), Second Floor (South West side), Third Floor (North West side) according to the choice of the Developer in the construction over the First Schedule.



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WITNESS WHEREOF, both the parties put their respective signatures on the day, month and year first above written:

SIGNED, SEALED & DELIVERED
IN the presence of:

WITNESSES

1. Subhabrata Prasad
Naihati

Chanda Ghosh

Litan Ghosh

Arham Ghosh

2.

SIGNATURE OF THE LAND
OWNERS/FIRST PARTY

M/S. BALAJI ENTERPRISE

DRAFTED & PREPARED BY :

Pradeep Kumar Datta

Subhabrata Prasad

Partner

M/S. BALAJI

Pradeep Kumar Datta

Partner

SIGNATURE OF THE DEVELOPER
SECOND PARTY

SUBHABRATA BISWAS,
DEED WRITER,
A.D.S.R. NAIHATI,
Registration No. W.B./XII-38

Typed by :

Kartick Ch. Banerjee
Sri Kartick Ch. Banerjee
BHATPARA



M

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