

8626/18

I-8119/2018

Page # 1



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AA 266590

Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar
Coimbatore, Dum Dum, 24-Pgs. (North)

10 SEP 2018

Agree/1806

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this ^{10th}
day of September Two Thousand and Eighteen [2018]

10/9
21/9/18
8-1389751
M-C Garden Rd
3 K 20/2/18
+ 8000/- 8000/-
14/9-10000/-
cement etc.

BETWEEN

BIMALENDU SEKHAR CHAKRABORTY [PAN – ACJPC8010H], son of Prabhat Chandra Chakraborty, by faith – Hindu, by occupation - Retired, residing at 38/5, M.C. Garden Road, P.S. Dum Dum, P.O. Ghughudanga, Kolkata – 700 030, hereinafter called and referred to the **LAND OWNER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **ONE PART**.

AND

EAST INDIA CONSTRUCTION [PAN – AAHFE2412M], a partnership firm, having its office at 153, S.H.K.B. Sarani, Holding No.153/6 (N), P.S. Dum Dum, Kolkata – 700074, District - North 24-Parganas, being represented by its three partners and/or authorized signatory namely (1) **SANJIB HALDER [PAN – ABHPH4048M]**, son of Late Lal Mohan Halder, residing at 153, S.H.K.B. Sarani, P.S. Dum Dum, Kolkata – 700074, (2) **PRONOB GHOSH [PAN - AOGPG2584K]**, son of Indu Bhusan Ghosh, residing at 322/1, M.C. Garden Road, P.S. Dum Dum, Kolkata – 700 030, (3) **UJJAL KANTI DAS [PAN – ARWPD6494L]**, son of Late Khitish Chandra Das, by faith – Hindu, by occupation – Business, residing at 19/2, K.B. Sarani, P.S. Dum Dum, Kolkata - 700080, hereinafter called and referred to the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**.

✓ WHEREAS one Mrinalini Debi wife of Narendra Natgh Chatterjee was the owner of a plot of land measuring an area 03 cottah 20 sq.ft. more or less comprised in C.S. Dag No. 582, under C.S. Khatian No. 726, J.L. No. 22, R.S. No.11, Touzi No. 1298/2833, at Mouza – Purba Sinthee, P.S. Dum Dum, the then Holding No. 38, M.C. Garden Road, within the limits of South-Dum Dum Municipality, District – 24 Parganas by virtue of purchase from one one Netai Chandra Paul through a Saaf Kobala (Bengali Sale Deed) dated 22/11/1955 registered in the office of Sub-Registrar Cossipore Dum Dum, copied in Book No.I, Volume No.131, Pages 1 to 7, Being No.898 for the year 1955 more fully and particularly described thereunder written.

AND WHEREAS while seizing, possessing and enjoying the aforesaid land together with an incomplet one storied building, the said Mrinalini Debi died intestate leaving behind her husband Nareandra Nath Chatterjee, two sons namely Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee and two daughters namely Nilima Acharya and Binapani Acharya as her legal heirs and successors in respect of the aforesaid landed property by virtue of Hindu Law of Succession and Dayabhaga School of Hindu Law.

AND WHEREAS after the death of said Mrinalini Debi, her above mentioned legal heirs and successors became the owners of the aforesaid landed property by virtue of inheritance and while seizing, possessing and enjoying the aforesaid property, the said Nilima Acharya died intestate on 05/01/1975 leaving behind her two sons namely Sudhin Acharya and Sudeb Acharya as her legal heirs and successors in respect of her share in the aforesaid landed property by virtue of Hindu Law of Succession and Dayabhaga School of Hindu Law. Be it mentioned that Praelim Acharya husband of said Nilima Acharya died prior her death.

AND WHEREAS while seizing, possessing and enjoying the aforesaid property, by virtue of a registered Deed of Gift dated 04/01/1962 registered at the office of the Sub-Registrar Alipore, recorded in Book No.I, Volume No.12, Pages 112 to 116, Being No.69 for the year 1962 said Binapani Chatterjee and Narendra Nath Chatterjee, described therein as the Donor had gifted, transferred, and assigned their undivided share of the aforesaid landed property in favour of Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee, described therein as the Donees more fully and particularly described thereunder written.

AND WHEREAS thus said Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee, Sudhin Acharya and Sudeb Acharya became the joint owners of the aforesaid landed property by virtue of inheritance and Deed of Gift as mentioned herein above.

AND WHEREAS while seizing, possessing and enjoying the aforesaid property, by virtue of a registered Saaf Bikroy Kobala (Bengali Sale Deed) dated 28/07/1975 registered at the office of the Sub-Registrar Cossipore Dum Dum, recorded in Book No.I, Volume No.127, Pages 103 to 127, Being No.7252 for the year 1975 said Nripendra Chandra Chatterjee, Pijush Kanti Chatterjee, Sudhin Acharya and Sudeb Acharya, described therein as the Vendors have sold, transferred, and conveyed the aforesaid property in favour of Bimalendu Sekhar

Chakraborty, described therein as the Purchaser more fully and particularly described thereunder written.

AND WHEREAS by way of the aforesaid Sale Deed vide No.7252 for the year 1975 said Bimalendu Sekhar Chakraborty became the absolute owner of the aforesaid landed property and thereafter duly applied to record his name in the records of South Dum Dum Municipality and the said municipality duly assessed the said land as Holding No. 342, M.C. Garden Road, Kolkata – 700 0730 and he also mutated his name in the records of B.L.&L.R.O. being L.R. Dag No. 2623, under L.R. Khatian No. 2389, in respect of the said property and since then he is paying taxes thereof regularly as the sole and absolute owner of the aforesaid land in question, and enjoying the same peaceably without any interference from any end whatsoever.

AND WHEREAS thus by virtue of the recital hereinabove stated, the said Bimalendu Sekhar Chakraborty the owner herein, is well seized and possessed of or otherwise well and sufficiently entitled all that piece and parcel of Bastu land measuring an area 03(three) cottahs 20(twenty) sq.ft. more or less together with a brick built house measuring an area 1800 sq.ft., more or less comprised in R.S. Dag No. 582 corresponding to L.R. Dag No. 2623, under R.S. Khatian No. 941 corresponding L.R. Khatian No. 2389, J.L. No. 22, R.S. No.11, Touzi No. 1298/2833, at Mouza – Purba Sinthee, P.S. Dum Dum, Holding No. 342, Premises No.38/5, M.C. Garden Road, Kolkata – 700 030, within the limits of South-Dum Dum Municipality, Ward No.14, District – North 24 Parganas more fully and particularly described in the First Schedule herein under appearing and hereinafter for the sake of brevity called and referred to as the “said property”.

AND WHEREAS the Owner has approached the Developer to undertake the development of the aforesaid land, to which the Developer has agreed on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it's hereby agreed by and between the parties hereto as follows: -

ARTICLE – I, DEFINITIONS

1. OWNER : shall mean the said **BIMALENDU SEKHAR CHAKRABARTY**, son of Prabhat Chandra Chakraborty, residing at 38/5, M.C. Garden Road, P.S. Dum Dum, P.O.

Ghughudanga, Kolkata – 700 030 and his heirs, legal representatives, executors, administrators and assigns.

2. DEVELOPER : shall mean **EAST INDIA CONSTRUCTION**, a partnership firm, having its office at 153, S.H.K.B. Sarani, Holding No.153/6 (N), P.S. Dum Dum, Kolkata – 700074, and its heirs, successors, legal representatives, executors, administrators and assigns.

3. PREMISES : shall mean and include Premises No.38/5, Holding No. 342, M.C. Garden Road, Kolkata – 700 030, P.S. Dum Dum, within the limits of South Dum Dum Municipality, Ward No.14, District - North 24 Parganas, more fully and particularly described in the **First Schedule** hereunder written.

4. BUILDING : shall mean and include proposed the multi storied building to be constructed on the said premises in accordance with the building plan and/or plans to be sanctioned by the competent authority of South Dum Dum Municipality.

5. COMMON FACILITIES AND AMENITIES : shall mean and include corridors, stair case, lift, lift room, stair ways, passage ways, landings, pump room, submersible pump, motors, tube well, overhead tank, and other facilities which may be mutually agreed upon by and between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the said proposed multi storied building.

6. SALEABLE AREA : shall mean and include the space in the proposed multi storied building available for independent use and occupation after making the provisions for common facilities and space required therefore excluding the constructed area meant for Owner herein.

7. OWNER'S ALLOCATION : shall mean the owner herein will be entitled to get a flat on the Top floor (back side) measuring a super built up area 1000 sq.ft., more or less together with the undivided proportionate impartible share, right, title and interest in the land along with all common facilities and amenities including the right to user of the ultimate roof of said proposed building (hereinafter for the sake of brevity called and referred to as the "Owner's Allocation" in kind).

b) In addition to the aforesaid the Developer shall paid a sum of ₹ 1,60,00,000/- (Rupees one crore sixty lakh) only to the Owner in the manner as follows :-

i) On or before execution of this Agreement	: ₹ 10,00,000/-
ii) Within 7(seven) days from the date hereof	: ₹ 50,00,000/-
iii) Within December 2018	: ₹ 40,00,000/-
iv) Within 18(eighteen) months from the date of Sanctioned Plan	: ₹ 60,00,000/-

Be it mentioned that if the Developer failed to pay the last installment amounting to ₹60,00,000/- (Rupees sixty lakh) only to the Owner as per above mentioned payment schedule, then on that event the Developer shall be liable to pay the bank interest to the owner herine, for defaulting period.

8. DEVELOPER'S ALLOCATION : shall mean and include the balance constructed area and/or remaining portion of the proposed building (save and except the Owner's Allocation as mentioned above) consisting of flats and garages in the scheduled property together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

9. ARCHITECT : shall mean the person and/or persons who may be appointed by the Developer for designing and planning of the said proposed building with the approval of the Owner and the entire professional fees of the said Architect would be borne by the Developer herein.

10. BUILDING PLAN : shall mean and include the said proposed building plan or plans to be sanction by the appropriate authorities with such alteration or modifications as may be done for common interest of the Developer as well as the Owner herein.

11. TRANSFER : shall mean and include the person, firm, limited company private or public, association of persons (AOP) to whom any space in the said proposed building will be transferred.

12. WORDS IMPARTING : singular shall include plural vice-versa.

13. WORDS IMPARTING : masculine gender shall include feminine and neuter genders, likewise words imparting feminine genders shall include masculine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE – II, COMMENCEMENT

This Development Agreement shall be deemed to have commenced on and with effect from the date of execution of these presents.

ARTICLE – III, OWNER'S REPRESENTATIONS

1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises mentioned in First Schedule herein below free from all encumbrances' attachment and liens whatsoever.
2. The owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy his allocation without any interference or disturbances provided the Developer performs, observes and fulfils all the terms and conditions herein contained, and/or other part to be observed, performed and/or fulfill by the Developer.
3. The owner also further declares as per best of his knowledge that neither they nor his predecessors, predecessors-in-interest ever executed any instrument in respect of the First Scheduled property.

ARTICLE – IV, DEVELOPER'S RIGHT & REPRESENTATIONS

1. The Owner hereby grants subject to what has been hereinafter provided the exclusive right to the developer to built, construct, erect and complete the said buildings comprising the various sizes of flats in order to sell the said flats to the member of the public for their residential purpose by entering into agreements for sell and/or transfer and/or construction in respect of the Developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the Owner.
2. That the Developer will demolish the existing structure at its own cost and responsibility and get the sale proceeds of the materials without any interference from the Owner herein.
3. The Developer shall be entitled to prepare modify or alter the plan with approval of the Owner and to submit the same to the appropriate authorities in the name of the Owner and Developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities if required for construction of the buildings at the said premises.

ARTICLE – V, APARTMENT CONSIDERATION

1. In consideration of the Owner having agreed to permit the developer to construct, erect and complete the building at the said premises and the developer agrees: -

- a) At its own costs shall obtain all necessary permissions and/or plan and/or approvals and/or consents.
- b) In respect of the consideration of the buildings to pay costs of supervision of the development and construction of the owner's allocation in the buildings at the said premises.
- c) Allocate the Owner of his allocation in the building to be constructed at the said premises within **18(eighteen)** months from the date of obtaining Sanctioned Building Plan from the South Dum Dum Municipality, which is the essence of contract which may be extended for another 6(six) months in case of adverse situation.

ARTICLE – VI, OWNER'S ALOCATION

1. OWNER'S ALLOCATION : shall mean the owner herein will be entitled to get a flat on the Top floor (back side) measuring a super built up area 1000 sq.ft., more or less together with the undivided proportionate impartible share, right, title and interest in the land along with all common facilities and amenities including the right to user of the ultimate roof of said proposed building (hereinafter for the sake of brevity called and referred to as the "Owner's Allocation" in kind).

b) In addition to the aforesaid the Developer shall paid a sum of ₹ 1,60,00,000/- (Rupees one crore sixty lakh) only to the Owner in the manner as follows :-

- | | |
|--|-----------------|
| i) On or before exection of this Agreement | : ₹ 10,00,000/- |
| ii) Within 7(seven) days from the date hereof | : ₹ 50,00,000/- |
| iii) Within December 2018 | : ₹ 40,00,000/- |
| iv) Within 18(eighteen) months
from the date of Sanctioned Plan | : ₹ 60,00,000/- |

Be it mentioned that if the Developer failed to pay the last installment amounting to ₹60,00,000/- (Rupees sixty lakh) only to the Owner as per above mentioned payment

schedule, then on that event the Developer shall be liable to pay the bank interest to the owner herine, for defaulting period.

ARTICLE – VII, DEVELOPER’S ALLOCATION

1. The Developer will be entitled to get the remaining portion of constructed area (save and except the Owner’s Allocation as mentioned herein above) consisting of flats, garages and other spaces in the scheduled property together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

2. In consideration of the above the developer shall be entitled to the developer’s allocation of the saleable space in the buildings to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said buildings and the developer shall be entitled to enter into agreement for sell and transfer its own name with any intending Purchaser/s or transferees for their residential and/or commercial purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the Owner and this agreement by itself shall be treated as consent by the Owner.

ARTICLE – VIII, PROCEDURE

1. The Owner shall grant to the Developer a registered Development Power of Attorney on execution of this Development Agreement for the purpose of obtaining the sanctions from different authorities in connection with the construction of the proposed building and also for pursuing and following up the matter with the appropriate authority or authorities and also for dealing with the intending Purchaser/s for transferring the Developer’s allocation.

ARTICLE – IX, CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said buildings.

2. That the landowner will not be liable for any illegal or unauthorised construction or any objection of the outside people against the proposed buildings, the Developer will be held full responsibility for the same.

ARTICLE – X, SPACE ALLOCATION

1. After completion of the building by the Developer, the Owner shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area and other portions of the said building shall belong to the Developer and the Developer will be entitled to hand over Developer's Allocation to the respective end users.
2. Subject as aforesaid and subject to owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space on the ground floor of the said premises shall exclusively belong to the Owner and Developer contained herein.
3. The Owner shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the Developer.
4. The Developer shall be exclusively entitled to the Developer's allocation in the proposed building with exclusive right to obtain transfer or otherwise deal with or dispose of the same without any right claim and/or interest therein whatsoever and the Owner herein shall not in any way interfere with or disturbed the quite and peaceful possession of the Developer's allocation too.

ARTICLE – XI, BUILDING

1. The Developer shall at its own cost construct, erect and complete the multi storied building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the buildings shall be completed entirely by the developer within 18 (**eighteen**) months from the date of obtaining sanctioned building plan from the South Dum Dum Municipality, with 6(six) months grace period for adverse situation.
2. The Developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tubewell, water storage tanks, lift, lift room, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be providing as residential building self-contained apartment and constructed spaces for sell and/or residential flats and/or constructed space therein on Ownership basis.

3. The Developer shall be authorised in the name of the Owner in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the Owner herein shall executive in favour of the Developer a registered Power of attorney and other authorities as shall be required by the Developer.

4. The Developer shall at its own cost and expenses and without creating and financial or other liability on the Owner construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the Owner in writings.

5. All costs, charges and expenses including architects fees shall be paid discharged and borne by the Developer and the Owner shall have no liability in this context.

6. The Developer shall provide at its own cost electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation too.

ARTICLE – XII, COMMON EXPENSES & FACILITIES

1. The Developer shall pay and bear the property taxes and other dues and outgoing in respect of the owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the Owner till as provided hereafter.

2. As soon as the entire building is completed, the developer shall give notice to the Owner requesting the Owner to take possession of the Owner's allocation in the building.

3. The Owner and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and Developer and both the parties shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the developer in this behalf.

4. As and from the date of service of notice of possession, the Owner and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation.

ARTICLE – XIII, COMMON RESTRICTION

The Owners' allocation in the building shall be subject to the same restriction and use as are applicable to the Promoter/Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include as follows :

1. Neither party shall use or permit to be used the respective allocation, in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the building.
2. Neither Party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf and/or building structure shall not be effected by any means.
3. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

ARTICLE – XIV, OWNER'S OBLIGATION

1. The Owner shall pay all municipal taxes due only payable in respect of the said land before the date of execution of this Development Agreement.
2. The Owner shall authorize the Developer to do and perform all works and to sign all papers and documents including the buildings plan would be necessary for sanction of the building plan, by executing necessary Power of Attorney or any Indenture relating thereof in favour of the Developer.
3. Subject to proceeding clauses, the Owner hereby grant exclusive licence and permission to the Developer to construct, erect and complete the proposed buildings on the said land including the Owners' allocation of the said proposed buildings in accordance with the sanctioned building plan.

4. The Developer shall at its own cost for and on behalf of the Owner submit the building plan with South Dum Dum Municipality, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the buildings or of the premises and pursue the same time to time. The Developer comply with all changes to be made in the buildings plan as shall be required by the South Dum Dum Municipality and other Statutory Authority, Government or other Authorities as aforesaid, comply any sanction, permission clearance or approval as aforesaid.

5. The Developer shall be exclusively entitled to the Developer's allocation in the buildings with the rights to transfer or otherwise deal with or disposed of the same subject to comply with the terms and conditions of this agreement and the Owner's shall not in any way interfere with or disturb the quite and peaceful possession of the Developer's allocation.

6. The Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of the any of the Developer's allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.

7. The Owner hereby agree and covenant, with the Developer not to let out, grant, lease, mortgage encumber and/or charges the said plot of land or any portion thereof till the purpose of this agreement is fully satisfied.

8. The land Owner shall not be entitled to claim any other portion or portions of the proposed multi-storied buildings other than the Owners' allocated portions per sanction of the building plan mentioned above. The land Owner shall have common right over the land, passage, open spaces, landing etc with the Developer and/or with the intending Purchaser or Purchasers of Flat/Unit under Developer's allocated portion.

9. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation save and except the land Owner's allocation to different prospective buyers and simultaneously sell out those portions, flats and covered areas to the prospective buyers against such monetary consideration which shall be determined solely by Developer in which the land Owner shall not able to interfere in any manner whatsoever for purpose of execution of the Deed of Conveyance in respect of the different portion in favour of different buyers.

10. That in case of death of Owner herein the legal heir/heirs and/or legal representatives of the deceased Owner will be bound to execute to the Developer a Supplementary Agreement and Power of Attorney on the same terms and conditions without any change of the any terms and conditions or demands mentioned in these presents.

11. That the Owner further undertake not to file any suit intentionally against the Developer which will obstruct the Developer from the carrying out the job of construction. If the suit filed by Owner intentionally against the Developer and for that reasons the construction work is delayed and/ or stopped, in that event Developer entitled to claim the cost of construction carried out by the Developer upto the date of stop work, which will necessary by a registered valuer to be appointed by the Developer.

ARTICLE – XV, OWNER'S RIGHT

The Owner shall be entitled to transfer and otherwise deal with the Owner's allocation of the buildings to any person/persons and intending purchaser/purchasers in the manner they like.

ARTICLE – XVI, DEVELOPERS' RIGHT

1. The Developer will held possess on the said plot of land as exclusive license and the Developer shall have got authority to construct the buildings on the said plot of land as per building plan so to be sanctioned by the South Dum Dum Municipality.

2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at its own cost and expenses on behalf of the Owner and the Developer will pay and bear all fees including Architect's fees and municipal charges and expenses required to be paid or deposited.

3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling its allotted portion mentioned above excluding the and shall settle terms with the prospective buyers of the flats etc and the Owner may join in the said Agreement as necessary parties without making any objection to enable the Developer to sell their allotted portion with the proportionate share of the said land to the said intending buyers.

4. On the date of execution of this agreement the land Owner shall handover copy of all the original title deeds, documents and/or papers in respect of the First Scheduled property to the Developer for the purpose of facilitating the Developer to undertake the development job

on the land of the said premises and to fulfill other required jobs for smooth progress of the said proposed buildings. The owner shall be bound to produce the original documents before the various authorities as and when require by the Developer.

ARTICLE – XVII, DEVELOPER'S OBLIGATION

1. The Developer hereby agreed and comments with the Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said buildings.
2. The Developer hereby agrees and covenant with the Owner not to do any acts deeds or things whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any Owner's allocation in the buildings at the said premises vice versa.
3. The Developer shall provide amenities and fixture in the Owner's allocation as per specification attached herewith.

ARTICLE – XIII, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as Constituted Attorney of the Owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owner shall be borne and paid by the Developer specific may be required to be done by the Developer and for which the Developer may need the authority of the owner's applications and other documents may be required to be signed of made by the owner's relative to which specific provisions may not have been mentioned herein.
2. The name of the buildings shall be settled mutually by the parties.
3. As and form the date of completion of the building the developer and/or its transferees and the Owner and/or his transferees shall be liable to pay and bear proportionate charges on account of Government taxes payable in respect of their spaces.
4. There is not existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been canceled and are being suppressed by this agreement and the Owner agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

5. The Developer shall obtain completion/occupancy certificate at its own cost and expenses from the local South Dum Dum Municipality. The Developer shall hand over the Xerox copy of the said completion certificate of the building to the owner at the time of handing over the owner's allocation.

6. Both parties shall abide by laws, byelaws, rules, rules and regulations of the government, statutory bodies and/or local bodies as the case may be and shall attend to answer and the responsibility for any division, violation and/or breach of any of the laws, by laws and regulations.

ARTICLE – XV, FORCE MAJEURE

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

2. The term force majeure shall mean and include flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion beyond to the reasonable control of the Developer.

ARTICLE – XVI, GOVERNING LAW, ARBTRATION & JURISDICTION

1. This Agreement shall be governed by and be construed in accordance with the laws of the Republic of India.

2. If any dispute arise between both parties regarding construction of building, then on that event both parties shall have every right to take legal action against each other in proper courts having its jurisdiction as per law.

THE FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece or parcel of "Bastu" land measuring an area area 03(three) cottahs 20(twenty) sq.ft. more or less together with a thirty nine years old brick built house measuring an area 1800 sq.ft., (ground floor – 800 sq.ft. and first floor – 1000 sq.ft.) more or less having cemented floor, comprised in R.S. Dag No. 582 corresponding to L.R. Dag No. 2623, under R.S. Khatian No. 941 corresponding L.R. Khatian No. 2389, J.L. No. 22, R.S. No.11, Touzi No. 1298/2833, at Mouza – Purba Sinthee, P.S. Dum Dum, Holding No. 342, Premises No.38/5, M.C. Garden Road, Kolkata – 700 030, within the limits of South-Dum Dum

Municipality, Ward No.14, Additional District Sub-Registration office Cossipore Dum Dum, in the District of 24-Parganas (North).

The property is butted and bounded as follows: -

- ON THE NORTH : Municipal Road (T.C. Lane)
ON THE SOUTH : Municipal Drain and Garden Plaza Housing Complex;
ON THE EAST : Property of Mr. Ganguly;
ON THE WEST : Property of Gopal Sen;

THE SECOND SCHEDULE ABOVE REFERRED TO

[Common Parts and Portions]

1. The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, top floor roof, entrance to and exit from the building intended for common use.
2. Common rights on the passages and lobbies on the ground floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump house appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical Sub-Section, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainages, rain water pipes, septic tank, deep tube well with boaring therein.
8. Boundary walls and main gate of the building.

9. Entrance and exist gate of the building.
10. Lift & lift well.
11. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Expenses]

1. All costs of maintenance, replacing repairing, white-washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
2. The cost of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
3. Insurance premium for insuring the said building against earth – quake, fire, lightning, mob-damages, civil commotion etc.
4. The salaries of durwans, sweepers, electricians, plumbers and all other person employed for the same purpose.
5. All charges and deposit for supplies of common utilities to the co-owners in common.
6. Municipal Taxes and other outgoing save those as are separately assessed on the respective flat or unit.
7. All litigation expenses for protecting the title of the said land and building.
8. Costs of establishment and operation of the Association upon its formation relating to common purposes.
9. All expenses referred above shall be borne and paid proportionately by the owner and other flat Owner on and from the date of taking over the possession of their respective flats.

WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.


SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

Witness :

1. Soumitra Saha
81, Dum Dum Road
Kolkata - 700074

2. Ajay Kumar Dey
81, Dum Dum Road
Kolkata - 700074



SIGNATURE OF THE LAND OWNER

EAST INDIA CONSTRUCTION
Sanjib Akter

Partner

(PRANOB GHOSH) 

EAST INDIA CONSTRUCTION

Ujjal Kanti Das. 
Partner

SIGNATURE OF THE DEVELOPER

Drafted by :



Abhik Sarkar

(Advocate)

High Court, Calcutta

Enrollment No.

F. 1685/1502/2009

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2018, Page from 365227 to 365261
being No 150608119 for the year 2018.



Digitally signed by SUMAN BASU
Date: 2018.09.11 11:58:18 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 11/09/2018 11:56:06
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)