

SL-7734/2020

17504/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमवङ्ग पश्चिमबंगाल WEST BENGAL

F 792289

Certified that the document is admitted to registration. The Signature sheet / sheets & the endorsement sheet / sheets attached to this document are the part of this document.

Naali

District Sub-Registrar-III
North 24 Parganas, Barasat

8 DEC 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 8th day of December, Two Thousand and Twenty (2020).

BETWEEN

जा 0411212020

नंबर : 52
क्रेता नमः

R. T. CONSTRUCTION

ठिकाण :-

Madhyamgram

मूल्य :- 5000/-

Kol-130

क्रेता :-

श्री. ए. डी. एस. आर. आर. आर.

खेला :- टः 28 पुरगना

बिबि ता :-

2 DEC 2020

314000

घोटे क्ल्याप्प बिबि :-

कुंजवारी बारासात

उत्तार :- श्री सदीप घोष



District Sub-Registrar-II
Konn 24-Parganas, Barasat

08 DEC 2020

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DR. BIMAL KUMAR ROY, having PAN ACRPR8752R, Son of Late Jagabandhu Roy, residing at Uttar Biresh Pally, P.O. & P.S. - Madhyamgram, Kolkata - 700129, District - North 24 Parganas, by faith - Hindu, by Nationality - Indian, by occupation - Doctor, hereinafter called and referred to as the "OWNER" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

A N D

R.J. CONSTRUCTION, having PAN AAZFR4228C, a Partnership firm, having its office situated at Uttarapan Plaza, Rabindra Pally 1st Lane, P.O. Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, represented by its Partners namely 1. SRI RAJIB BISWAS, having PAN AFUPB3332H, Son of Late Abinash Chandra Biswas, residing at Rabindra Pally 1st Lane, P.O. Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, 2. SRI JOYGOUR SAHA, having PAN AJJPS7977E, son of Late Sasadhar Saha, residing at Rabindra Pally (3rd Lane), P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, both are by Nationality - Indian, by faith - Hindu, by occupation - Business, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the "SECOND PART".

WHEREAS the Owner herein, became the sole and absolute owner of ALL THAT piece and parcel of Bastu land measuring an

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area of 03 Cottahs 01 Chittack, be the same a little more or less, comprising in R.S. Dag No. 450, being L.O.P. No. 326C, lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas, by virtue of a Gift Deed, which was duly executed by the R.R. & R. Department, Govt. of West Bengal, on behalf of the Hon'ble Governor of the State of West Bengal and registered on 09/01/1991 before the A.D.R. North 24 Parganas at Barasat and recorded in Book No. I, Volume No. XIII, Pages from 7013 to 7016, being No. 1524 for the year 1991 and absolutely seized and possessed the same.

AND WHEREAS while being in joint peaceful possession over the aforesaid property, the land owner herein, mutated his name in the present L.R. R.O.R. vide L.R. Khatian No. 2600 under L.R. Dag No. 3753 and also mutated his name in the records of Madhyamgram Municipality under Ward No. 23, being Amalgamated Holding No. 40, Biresh Pally (North) Road and erected 2231 Sq.ft. two-storied building thereon and since then has been enjoying the same as the sole and absolute owner and occupier and the owner have every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS the Owner herein have need to develop the below Schedule property, for his better accomodation, but the Owner herein is not in a position to develop the said property out of his own pocket and as such the Owner herein was in such of a suitable developer having sound financial background and expertise in construction matter.

AND WHEREAS the Developer herein, having heard the same, approached the Owner herein to develop the said property

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and the Owner herein, after due discussion have decided to raise a multi-storied building comprising of flats, shops, garages etc. through the Developer herein and both the parties herein entered into a Development Agreement under certain terms and conditions mentioned therein, which was duly registered on 21/06/2019 before the D.S.R.-III North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1525-2019, Pages from 155545 to 155597, being No. 152505529 for the year 2019 and also empowered the Developer herein, as his Constituted Attorney, by virtue of a Development Power of Attorney, which was duly registered on 21/06/2019 before the D.S.R.-III North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1525-2019, Pages from 156623 to 156653, being No. 152505561 for the year 2019 and handed over the peaceful possession.

AND WHEREAS according to the aforesaid registered Development Agreement and Development Power of Attorney, the Developer herein, submitted a Building Sanctioned Plan before the Madhyamgram Municipality, in the name of the Land Owner herein.

AND WHEREAS at present the Land Owner & the Developer herein, intend to change some terms and conditions of the said Development Agreement and accordingly they revoked the said registered Development Agreement and said Development Power of Attorney, by virtue of two separate Deed of Revocation, both were duly registered on 08/12/2020 before the D.S.R.-III North 24 Parganas at Barasat and recorded in Book No. I, being No. 152507486 and Book No. Iy being No. 152500212 respectively. and the Land Owner herein refunded the received amount of Rs. 1,50,000/- only in favour of the Developer herein, which he received by the previous registered Development Agreement and the Developer herein received and acknowledged the same.

Rajmal Kumar Ray

Rajmal Kumar Ray

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AND WHEREAS to continue the proposed project as per the said Building sanctioned plan of Madhyamgram Municipality, both the parties herein, entered into this agreement under certain terms and conditions mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto the following terms and conditions.

ARTICLE - I. DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with :-

1.1 OWNER shall mean and include the aforesaid DR. BIMAL KUMAR ROY and his legal heirs, representatives and assignees.

DEVELOPER shall mean R.J. CONSTRUCTION, a Partnership firm, represented by its Partners namely 1. SRI RAJIB BISWAS, and 2. SRI JOYGOUR SAHA and their legal heirs, representatives and assignees.

1.2 TITLE DEEDS shall mean all the documents of title relating to the said premises which shall be handed over in original to the developer at the time of execution of this agreement.

1.3 LAND / PREMISES shall mean ALL THAT piece and parcel of Bastu land measuring an area of 03 Cottahs 01 Chittack, be the same a little more or less, alongwith building erected thereon, comprising in L.O.P. No. 326C, under R.S. Dag No. 450, corresponding to L.R. Dag No. 3753, under L.R. Khatian No. 2600 (recorded in the name of the OWNER herein), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, within the local limits of

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Madhyamgram Municipality, under Ward No. 23, being Amalgamated Holding No. 40, Bires Pally (North) Road, A.D.S.R.O. - Barasat, District - North 24 Parganas, more fully and particularly mentioned and described in the First Schedule hereunder written.

1.4 **BUILDING** shall mean multi-storeyed or any other floors as per available Sanctioned floors mainly for residential and commercial building, which is to be constructed on the said premises as per sanctioned Plan of the Madhyamgram Municipality.

1.5 **COMMON AREA FACILITIES AND AMENITIES** shall include corridors, stair-ways, passage-ways, drive-ways, common lavatories, pump room, underground water reservoir, overhead water tank, water pump and motor, Lift and other facilities attached thereto.

1.6 **OWNERS' ALLOCATION** shall mean as follows :

The Land Owner herein shall entitled to get the following areas out of the proposed building as follows :

a) One self contained residential Flat being No. 3A, measuring covered area of 850 Sq.ft. more or less, on the Third Floor, East facing

b) One self contained residential Flat being No. 3B, measuring covered area of 850 Sq.ft. more or less, on the Third Floor, East facing

c) One self contained residential Flat being No. 3C measuring Super built-up area of 483 Sq.ft. more or less, on the Third Floor.

d) One self contained residential Flat being No. 3D measuring Super built-up area of 753 Sq.ft. more or less, on the Third Floor.

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e) One self contained residential Flat being No. 3E measuring Super built-up area of 740 Sq.ft. more or less, on the Third Floor.

f) One self contained Shop measuring covered area of 200 Sq.ft. more or less, at the Ground Floor (10' wide front)

g) One self contained Commercial Space measuring covered area of 500 Sq.ft. more or less, at the Ground Floor (adjacent to the aforesaid Shop)

h) One self contained Open Car Parking Space measuring covered area of 200 Sq.ft. more or less, at the Ground Floor, out of the proposed multi-storied building, alongwith the undivided proportionate share of land and common rights and facilities of the said proposed building.

1.7 **DEVELOPER'S ALLOCATION** shall mean the remaining entire constructed area of the proposed building to be constructed on the said premises after deducting the Owner's Allocation including proportionate share of the common facilities and amenities.

1.8 **THE ARCHITECT** shall mean such qualified Architect / Architects who being appointed by the Developer shall design and plan the building on the said premises and obtain the required sanctioned for construction of such building from the appropriate authorities.

1.9 **BUILDING PLAN** would mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Madhyamgram Municipality with such addition, alteration or modification as may be made by the Developer from time to time.

1.10 **TRANSFER** with its grammatical variations shall include

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transfer by possession and by any other means adopted for effecting legally transfer of four-storied building to purchasers and Owner thereof.

1.11 TRANSFeree shall mean a person, firm, limited company, Association of persons to whom residential Flat/ Flats or space in the Building has been transferred.

1.12 WORDS INTERPRETATION : Singular shall include plural vice versa and masculine include feminine and neuter gender as vice versa.

ARTICLE - II. COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement and the building will be completed within 30 (Thirty) months from the date of Sanction of Building Plan from the local Municipality. The said period shall be extended for further 06 (Six) months subject to force majeure and/or amicable decision between the parties herein.

ARTICLES - III. OWNERS' RIGHT AND RESTRICTIONS

3.2 The Owner hereto have declare that they have absolutely seized and possessed of and / or well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring an area of 03 Cottahs 01 Chittack, be the same a little more or less, alongwith 2231 Sq.ft. two-storied building erected thereon, comprising in L.O.P. No. 326C, under R.S. Dag No. 450, corresponding to L.R. Dag No. 3753, under L.R. Khatian No. 2600 (recorded in the name of the OWNER herein), lying and situated at MOUZA - CHAKRAGHATA, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, within the local limits of Madhyamgram Municipality, under Ward No. 23, being amalgamated Holding No. 40, Biresh Pally

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(North) Road, A.D.S.R.O. - Barasat, District - North 24 Parganas.

3.3 The said premises is free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisition, requisitions whatsoever or howsoever subject to what have been stated hereinbefore and the Owner have good and marketable title in all respect of the said premises.

3.4 That the Owner is entitled to sell, convey and transfer the Owners' Allocation after getting possession from the Developer as per terms of this Agreement.

3.5 No part of the said property and / or premises is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the Owner.

ARTICLE - IV. DEVELOPER'S RIGHTS

4.1 The Owner hereby granted subject to that has been hereunder provided, exclusive right to the developer to develop the said premises by way of constructing a multi-storied building thereon in accordance with the building plan to be sanctioned by the Madhyamgram Municipality with or without any amendment and / or modification thereto made or caused to be made by the parties hereto.

4.2 All applications, declarations, Deed, Plans and other papers and documents, as may be required by the Developer for the purpose of developing and obtaining necessary sanction or permission from the appropriate authorities concern, shall be prepared and submitted by the Developer on behalf of the Owner. If the Owner signature is required then Owner will bound to further signature on such documents and papers. The developer shall pay and bear all fees cost and expenses out of his own fund including

Architect's fees charges expenses required to be paid or deposited for the purpose of entitled to all refunds or all payments and / or deposits made by the Developer on behalf of the Owner on production of supporting papers in case this agreement fails.

4.3 It is made clear that save and except the share of the Owner in the proposed building as mentioned hereinbefore all other area, floors and flats will be the property of the developer herein and if the developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

4.4 Nothing in these presents shall be construed as assignment or conveyance in law by the Owner at this stage but the Developer shall have right to mortgage before any Financial Institution in respect of the Developer's Allocation in the said premises or any part thereof and the Developer shall have right, title or interest in the Developer's Allocation on the basis of this Agreement and exclusive licence to the developer hereby given to develop the same in terms hereof and to deal with the developer's allocation.

4.5 The Developer herein shall have every right to construct several multi-storied building to form a Housing Complex, by amalgamating one or more adjacent plot of land and in this regard the Owner herein agreed to co-operate with the Developer herein in all aspects.

ARTICLE - V. PROCEDURE

5.1 The Owner shall execute and register an irrevocable General Power of Attorney and/or give necessary authority in writing in favour of the Developer or its nominated person or

persons without raising any question in this regard for smooth construction of building work on the said property and/or obtaining sanction plan on the express assurance given by the Developer that in event the Owner shall be responsible for any acts, deeds or things done by the Developer by virtue of such authority.

ARTICLE-VI. DEALINGS OF SPACES IN THE BUILDING

6.1 The Developer shall on completion of the flats in respect of the Owners' Allocation in the building, put the Owner undisputed possession of the Owners' allocation **TOGETHER WITH** the right to use in common for the common facilities and amenities to be enjoyed proportionately with other Owner of Flat or Flats.

6.2 The Owner will be entitled to transfer or otherwise deal with the Owners' allocation in the building on the same conditions and covenants as per transfer Deed of the Developer's Allocation.

6.3 The developer being the party of the second part shall be at liberty with exclusive right and authority to negotiate for the sale or the transfer of floors/flats together with proportionate share of land, excluding the space provided for Owners' allocation, as mentioned hereinbefore, of the said proposed building on the said premises with any prospective buyer/s before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the developer and the Owner herein will have no right and share and will not be entitled to claim any portion thereof.

6.4 The developer shall execute the deed of conveyance or

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conveyances in favour of the intending purchaser or purchasers from the developer's allocation of the building on behalf of the Owner on the strength of the Registered Development Power of Attorney which will be executed in favour of the Developer, through the Developer's Advocate Mr. Krishnendu Chakraborty, **PROVIDED HOWEVER** the costs of the Deeds Conveyance or Conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser.

ARTICLE -VII. BUILDINGS

7.1 The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the sanctioned plan with modification or variation thereof with such materials and with such specification as are mentioned in the Second Schedule hereunder written and or as may be recommended by the Architect from time to time.

7.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto be provided which are not inferior to the standard as mentioned in the Municipal building Laws.

7.3 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building and various units / flats and / or apartments therein in accordance with the sanctioned building plan.

ARTICLE - VIII. COMMON FACILITIES

8.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as on and from the date of execution of this Agreement and

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all arear dues and charges to be borne by the Owner.

8.2 As soon as the Owners' Allocation in the building is completed, the developer shall give written notice to the Owner requiring the Owner to take possession of the Owners' allocation in the building. After 30 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes rates duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as a whole.

8.5 The Owner shall not do any act deed or thing whereby the developer shall be prevented from construction and completion of the said building as per approved plan or due modification or variation thereon.

8.6 Both the developer and the Owner herein shall enjoy their respective allocations / portions in the said building under their respective allocations / portions in the said building under their occupation forever with absolute right of alienation transfer, gift, etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances and shall pay all the taxes, fees and charges according to their proportion of measurement.

ARTICLE - IX. COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the same restrictions and use as is applicable to the developer's allocation in

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the building intended for common benefits of all occupiers of the building which shall include as follows : -

9.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

9.2 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless : -

a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and / or performed.

b) The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all charges, taxes, fees whatsoever shall be payable in relation to the area in each of their respective possession.

9.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, statutory bodies and / or Local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws, bye-laws, rules and regulations.

9.5 Neither party shall throw garbage nor any dirt or rubbish in the common spaces.

ARTICLE -X. OWNERS' OBLIGATIONS

10.1 The Owner doth hereby agree and covenant with the

developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any interference or hindrance is caused by the Owner or their agents, servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.

10.2 The Owner doth hereby 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 any of the developer's allocated portion in the proposed building at the said premises in favour of the intending buyers of flats / apartments in the said building. The Owner further give undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility:

10.3 The Owner herein will have no right, authority and power to terminate and / or determine this agreement as well as till the date of transfer or sale of the said flats on the said buildings. If the Owner revoke the said Power of Attorney then the Owner shall have full liability and responsibility to pay all the expenses, charges and damages to the Developer immediately to that effect. It is recorded herein that the completion period of the proposed building shall be only 30 months from the from the date of delivery of vacant khas possession of the existing land and building in favour of the Developer. If the Developer fails to complete the said proposed building as stated above In that event Owner shall allow three months more to complete the said proposed building.

10.4 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises / lands or any portion

thereof at any time during the subsistence of this Agreement if do so shall be fully liable to compensate the Developer.

10.5 That the Owner shall be liable and responsible for litigation if any arise due to defects of title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or by contiguous land Owner, then the Developer will be entitled to get compensation and cost of litigation from the Owner which will be incurred by the Developer during such litigation.

10.6 That the Owner hereby agreed with the developer that if the Owner want to do additional works of their allocation then the extra charges will be paid by the Owner to the Developer immediately before such extra work and the Developer will complete the said work through its men and agent during the construction of the Building.

ARTICLE -XI. DEVELOPER'S OBLIGATIONS

11.1 The Developer hereby agrees and covenants with the Owner not to transfer and / assign the benefits of this agreement or any part thereof without the consent in writing of the Owner. But the Developer shall have right to take partner for completion of the said project.

11.2 The Developer hereby agrees and covenants with the Owner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

11.3 The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner are prevented from enjoying selling assigning and/or disposing of any part of the Owners' allocations in the building at the said premises.

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11.4 The Owner hereby authorised the Developer to demolish the existing old building of the said premises at their own costs and expenses and shall take the benefit of said building materials whatsoever without any further consent.

ARTICLE -XII. OWNERS' INDEMNITY

12.1 The Owner hereby undertake that the Developer shall be entitled to the said construction subject to the good and marketable goods and materials and shall enjoy their allocated portions would be morefully and particularly delineated in the Map or Plan without any interference and/or disturbances whatsoever.

ARTICLES - XIII, DEVELOPER'S INDEMNITY

13.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sorts of act or ommissions or commissions of the developer in relation to the making of construction of the said new building strictly in terms of the plan to be sanctioned by the Madhyamgram Municipality on that behalf and all liabilities, accident occurs dispute arises, payments of dues, if any, etc.

ARTICLE - XIV. MISCELLANEOUS

14.1 The Owner and the developer have entered into the Agreement purely as a contract on the basis of this Joint Venture Agreement and under any circumstances this shall not be treated as partnership and /or Associations of persons in between the Owner and the developer.

14.2 The Developer shall make necessary arrangement for shifting of the Owner on temporary basis if required.

14.3 It is also agreed by and between the parties that the

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Owner shall not be liable for any dispute with regard to any contract by and between the developer and labour, contractor or intending purchasers. It is further agreed that for better interest of the intending purchasers Owner will put their signature on the Sale Agreement without seeing the consideration money.

14.4 Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand and duly acknowledge or set by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the developer by the Owner if delivered by hand or sent by pre-paid registered post to the registered office of the developer.

14.5 The Developer shall frame scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agree to abide by all the rules and regulations to be framed by any society / association / holding / organisation and/or any other organisation who will be in charge of such management of the affairs of the building and / or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owner and proposed purchasers of the respective flat shall maintain the said building after the hand over possession to the prospective buyers by the Developer.

14.6 The building proposed to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the Second Schedule hereunder written.

14.7 It is made clear that the Owner alongwith all Flat Owner shall have no right, title and interest in respect of the Top roof of the proposed building. Prior to that Owner shall have right to ingress

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and egress for T.V. Antenna or other fittings thereto and other urgent necessary purpose only. The Developer herein shall have every right to use the said Top Roof of the proposed multi-storied building for his own commercial use and he shall construct further floor over the said Roof according to the permission of local municipality.

ARTICLE - XV. FORCE MAJURE

15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

ARTICLE -XVI. PANEL CLAUSE

16.1 The Developer shall take Completion Certificate of the Building from the Madhyamgram Municipality after completion of the proposed project and a copy of the same will handover to the Owner herein.

16.2 Both the parties herein agreed that if any dispute arises in between the parties in regard to the terms and conditions of this Agreement then the parties shall have right to settle the dispute amicably at first if failed to do so then the aggrieved party shall inform the matter to other in writing before taking any legal steps to each other.

16.3 Notwithstanding any thing contained hereinabove both parties shall have the right to use for Specific Performance of this Contract against the other.

ARTICLE -XVII : JURISDICTION

17. The Courts of North 24-Parganas alone shall have the

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jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an area of 03 (Three) Cottahs 01 (One) Chittack, be the same a little more or less, alongwith 2231 Sq.ft. **Cemented Flooring** Two-storied (1115 Sq.ft. at Ground Floor & 1116 Sq.ft. on First Floor) building erected thereon, comprising in L.O.P. No. 326C, under R.S. Dag No. 450, corresponding to L.R. Dag No. 3753, under L.R. Khatian No. 2600 (recorded in the name of the **OWNER** herein), lying and situated at **MOUZA - CHAKRAGHATA**, J.L. No. 26, Re. Su. No. 164, Touzi No. 146, P.S. - Barasat now Madhyamgram, within the local limits of Madhyamgram Municipality, under Ward No. 23, being amalgamated Holding No. 40, **Bires Pally (North) Road**, A.D.S.R.O. - Barasat, District - North 24 Parganas, which is butted and bounded as follows : -

- | | |
|--------------|---|
| ON THE NORTH | : Bapi Ghosh & Others. |
| ON THE SOUTH | : 8' wide Municipal Road. |
| ON THE EAST | : Parimal Roy & Subrata Roy
[L.O.P. No. 326A & 326B] |
| ON THE WEST | : Land of Sukla Roy & Others
[L.O.P. No. 327]. |

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS' ALLOCATION / CONSIDERATION

The Land Owner herein shall entitled to get the following areas out of the proposed building as follows :

- a) One self contained residential Flat being No. 3A measuring covered area of 850 Sq.ft. more or less, on the **Third Floor**, East facing
- b) One self contained residential Flat being No. 3B measuring covered area of 850 Sq.ft. more or less, on the **Third Floor**, East facing
- c) One self contained residential Flat being No. 3C measuring Super built-up area of 483 Sq.ft. more or less, on the **Third Floor**.
- d) One self contained residential Flat being No. 3D measuring Super built-up area of 753 Sq.ft. more or less, on the **Third Floor**.
- e) One self contained residential Flat being No. 3E measuring Super built-up area of 740 Sq.ft. more or less, on the **Third Floor**.
- f) One self contained **Shop** measuring covered area of 200 Sq.ft. more or less, at the **Ground Floor** (10' wide front)
- g) One self contained **Commercial Space** measuring covered area of 500 Sq.ft. more or less, at the **Ground Floor** (adjacent to the aforesaid Shop)
- h) One self contained **Open Car Parking Space** measuring covered area of 200 Sq.ft. more or less, at the **Ground Floor**, out of the proposed multi-storied building, alongwith the undivided proportionate share of land and common rights and facilities of the said proposed building.

DEVELOPER'S ALLOCATION

Developer's Allocation shall mean the remaining entire constructed area in the proposed building to be constructed on the said premises after deducting the Owners' Allocation including proportionate share of the common facilities and amenities of the

proposed newly building.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Details of construction of the Flat)

Foundation : R.C.C. Foundation and framed structure.

Walls : Brick walls outside 8 inches (only for bedroom) and 5 inches (others) and 5 inches inside with Cement Mortar.

Walls (internal) : Plaster of paris will be provided on all the walls and ceiling.

Walls (External) : Snocem paint

Floors : Floor tiles with skirting on all sides.

Doors : Frames of good quality wood & high quality flush door. Main door will be wooden alongwith magic eye.

Window : Windows will be made of Aluminium frame and Shutter with M.S. grill covering.

Sanitary & Plumbing : Concealed with PVC Pipe & C.P. fittings.

Kitichen : Kitchen platform in built with Black stone along with Sink to be included The wall is to be covered by Glazed tiles upto 2 feet height.

Water Supply : Drinking water is to be consumed from Deep tube-well and for this purpose water lifting pump with Electric Motor have been provisioned in the Apartment. When requirement arises, any flat owner lift water by switching on the Electric Motor.

Toilet : Floor of the toilet will be covered by Pink Marble and the walls shall, however, be covered by Glazed tiles upto 5 feet height. Where there are two toilets, one Commode fittings shall be installed at attached Bedroom and the other of Indian style. In case of one toilet, commode of Indian style would be provided. All the fittings will be of C.P. brass of genuine make.

Electric wiring : All Electric wiring will be concealed and adequate sockets shall be provided.

Electric power / Meter for consumption : The cost for procurement of electric meter from WBSEDCL to be borne by each Flat owner. If it is agreed, the Flat owner should pay a sum of Rs. 40,000/- (Rupees Forty Thousand) only to the Developer as an advance towards Security deposit to meet up the formalities for getting electric meter in their respective flat/shop (including the Transformer Charges). It may be changed subject to present situation.

Light points : There shall be One Fan + Two light points in Bedroom, One Fan + Two light points in living room and One light + One Electric Stove points in Kitchen, and other necessary points will be given by Developers. Additional points, Inverter, Geizer and A/C Point may however, be done on extra payment.

15. EXTRA WORK : Any work other than specified above would be regarded as extra work which shall be done by the Developer after payment of such work.

(Page : 24)

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES :

1. Md. Abidul Haque
Barasat Court

Primal Kumar Das

SIGNATURE OF THE OWNER

2. Manab Dey
Madhyangna
Boikunthadeb
Road Kot-130

REGISTRAR
Rajib Biswas

DEVELOPER
Jayjays Saha

SIGNATURE OF THE DEVELOPER

Drafted by :

Krishnendu Chakraborty
Adv.

WB/704/98

Krishnendu Chakraborty
Advocate.

Dist. Judges' Court,
Barasat, North 24 Pgs.

Letter Settings :



(Kuntal Singha Roy)
Barasat Court.

UNDER RULE 44A OF THE I.R. ACT 1908


(1) Name: BIMAL KUMAR ROY

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  Bimal Kumar Roy
					
THUMB	FORE	MIDDLE	RING	LITTLE	ডান হাত
					

Bimal Kumar Roy
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name: RAJIB BISWAS












LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  Rajib Biswas
					
THUMB	FORE	MIDDLE	RING	LITTLE	ডান হাত
					

Rajib Biswas

All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

(3) Name: JOY GOUR SAHA

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  Joy Gour Saha
					
THUMB	FORE	MIDDLE	RING	LITTLE	ডান হাত
					

Joy Gour Saha
Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



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

GRN: 19-202021-015689592-1

Payment Mode Online Payment

GRN Date: 04/12/2020 18:03:00

Bank : Central Bank of India

BRN : CBI041220667636

BRN Date: 04/12/2020 18:04:22

DEPOSITOR'S DETAILS

Id No. : 2001596499/3/2020
[Query No./Query Year]

Name : RAJIB BISWAS

Contact No. :

Mobile No. : +91 9830909132

E-mail :

Address : RABINDRAPALLY 11ST LANE MADHYAMGRAM

Applicant Name : Mr JOHIRUL HAQUE

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

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

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001596499/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2001596499/3/2020	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

5041

In Words : Rupees Five Thousand Forty One only

Major Information of the Deed

Deed No :	I-1525-07504/2020	Date of Registration	08/12/2020
Query No / Year	1525-2001596499/2020	Office where deed is registered	
Query Date	02/12/2020 4:54:51 PM	1525-2001596499/2020	
Applicant Name, Address & Other Details	JOHIRUL HAQUE District Judges Court, Barasat, North 24 Parganas., Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9830909132, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property. Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 62,67,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



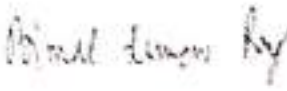
District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Bireshpally Road, Mouza: Chakra Ghata, JI No: 26, Pin Code : 700130

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3753 (RS :-)	LR-2600	Bastu	Bastu	3 Katha 1 Chatak	1/-	45,93,750/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
Grand Total :					5.0531Dec	1 /-	45,93,750 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2231 Sq Ft.	1/-	16,73,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 1115 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 1116 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2231 sq ft	1 /-	16,73,250 /-	



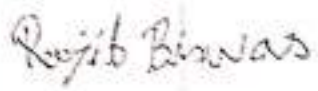
and Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Dr BIMAL KUMAR ROY (Presentant) Son of Late JAGABANDHU ROY Executed by: Self, Date of Execution: 08/12/2020 , Admitted by: Self, Date of Admission: 08/12/2020 ,Place : Office	 08/12/2020	 LTI 08/12/2020	 08/12/2020
UTTAR BIRESH PALLY, P.O:- MADHYAMGRAM, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ACxxxxxx2R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/12/2020 , Admitted by: Self, Date of Admission: 08/12/2020 ,Place : Office				

Developer Details :



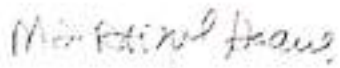
Sl No	Name,Address,Photo,Finger print and Signature			
1	R. J. CONSTRUCTION UTTARAPAN PLAZA, RABINDRA PALLY 1st LANE, P.O:- MADHYAMGRAM BAZAR, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130 , PAN No.:: AAxxxxxx8C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	RAJIB BISWAS Son of Late ABINASH CHANDRA BISWAS Date of Execution - 08/12/2020, , Admitted by: Self, Date of Admission: 08/12/2020, Place of Admission of Execution: Office	 Dec 8 2020 3:43PM	 LTI 08/12/2020	 08/12/2020
RABINDRAPALLY 1st LANE, P.O:- MADHYAMGRAM BAZAR, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx2H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : R. J. CONSTRUCTION				

Name	Photo	Finger Print	Signature
JOYGOUR SAHA Son of Late SASADHAR SAHA Date of Execution - 08/12/2020, , Admitted by: Self, Date of Admission: 08/12/2020, Place of Admission of Execution: Office	 <small>Dec 8 2020 1:43PM</small>	 <small>L1 08/12/2020</small>	 <small>08/12/2020</small>
RABINDRAPALLY 3rd LANE, P.O:- MADHYAMGRAM BAZAR, P.S:- Madhyamgram, District:-North 24- Parganas, West Bengal, India, PIN - 700130, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx7E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : R. J. CONSTRUCTION (as DEVELOPERS)			

Identifier Details :

Name	Photo	Finger Print	Signature
Md AZIJUL HAQUE Son of Late LOKMAN ALI BARASAT COURT, P.O:- BARASAT, P.S:- Barasat, District:-North 24- Parganas, West Bengal, India, PIN - 700124	 <small>08/12/2020</small>	 <small>08/12/2020</small>	 <small>08/12/2020</small>
Identifier Of Dr BIMAL KUMAR ROY, RAJIB BISWAS, JOYGOUR SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Dr BIMAL KUMAR ROY	R. J. CONSTRUCTION-5.05312 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Dr BIMAL KUMAR ROY	R. J. CONSTRUCTION-2231.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Barasat, Municipality: MADHYAMGRAM, Road: Bireshpally Road, Mouza: Chakra Ghata, JI No: 26, Pin Code : 700130

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3753, LR Khatian No:- 2600	Owner:बिमल कुमार राय, Gurdian:जगबन्धु , Address:मिज , Classification:बाण्ड, Area:0.05050000 Acre,	Dr BIMAL KUMAR ROY

Endorsement For Deed Number : I - 152507504 / 2020

On 08-12-2020

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 15:25 hrs on 08-12-2020, at the Office of the D.S.R. - III NORTH 24-PARGANAS by Dr BIMAL KUMAR ROY, Executant.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 62,67,000/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 08/12/2020 by Dr BIMAL KUMAR ROY, Son of Late JAGABANDHU ROY, UTTAR BIRESH PALLY, P.O: MADHYAMGRAM, Thana: Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession Professionals

Identified by Md AZIJUL HAQUE, . . Son of Late LOKMAN ALI, BARASAT COURT, P.O: BARASAT, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Muslim, by profession Law Clerk

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 08-12-2020 by RAJIB BISWAS,

Identified by Md AZIJUL HAQUE, . . Son of Late LOKMAN ALI, BARASAT COURT, P.O: BARASAT, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Muslim, by profession Law Clerk

Execution is admitted on 08-12-2020 by JOYGOUR SAHA, DEVELOPERS, R. J. CONSTRUCTION (Partnership Firm), UTTARAPAN PLAZA, RABINDRA PALLY 1st LANE, P.O:- MADHYAMGRAM BAZAR, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700130

Identified by Md AZIJUL HAQUE, . . Son of Late LOKMAN ALI, BARASAT COURT, P.O: BARASAT, Thana: Barasat, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2020 6:04PM with Govt. Ref. No: 192020210156895921 on 04-12-2020, Amount Rs: 21/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI041220667636 on 04-12-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 52, Amount: Rs.5,000/-, Date of Purchase: 04/12/2020, Vendor name: Sudip Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2020 6:04PM with Govt. Ref. No: 192020210156895921 on 04-12-2020, Amount Rs: 5,020/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI041220667636 on 04-12-2020, Head of Account 0030-02-103-003-02

Kash

Ananda Mohan Nandi
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1525-2020, Page from 216017 to 216060
being No 152507504 for the year 2020.



Digitally signed by ANANDA MOHAN
NANDI
Date: 2020.12.09 11:37:49 +05:30
Reason: Digital Signing of Deed.

Nandi

(Ananda Mohan Nandi) 2020/12/09 11:37:49 AM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III NORTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)