

# S.D. CONSTRUCTION

307, S. K. B. SARANI, BARMANPARA, KOLKATA -700030

Ref No .....

Date 03-09-2020....

## DECLARATION IN RESPECT OF DEVELOPMENT AGREEMENT WITH THE OWNERS IN RESPECT OF SCHEDULE MENTIONED PROPERTY

We, (1) SRI DULAL CHAKRABORTY (2) SRI UTTAM CHAKRABORTY (3) SRI BIPLAB CHAKRABORTY all are sons of Late Dharendra Lal Chakraborty, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 54/2, Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), Partners of the firm under the name and style of M/S S.D. CONSTRUCTION, having its registered office at Sahid Khudiram Bose Sarani, P.O.- Ghughudanga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), do hereby declared that We are enter into Development Agreement date 03.07.2019, registered at Additional district Sub-Registrar Cossipore Dum Dum, copied in Book No. 1, Being No. 150605733 for the year 2019 with (1) SRI DULAL CHAKRABORTY (2) SRI UTTAM CHAKRABORTY (3) SRI BIPLAB CHAKRABORTY all are sons of Late Dharendra Lal Chakraborty, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 54/2, Sahid Khudiram Bose Sarani, P.O.- Motijheel, P. S. - Dum Dum, Kolkata – 700 074, Dist- 24 Parganas (North), in respect of Bastu land measuring 3 (Three) Cottha 8 (Eight) 1 (One) sq. ft. more or less, lying and situated at Mouza – Kalidaha, J.L. No. 23, R.S No. 16, Touzi No.1298/2833, Parganaa 55 Gram, Division- I, sub- Division- 16, R.S. Dag No. 4817, comprise in L.R. Dag No. 4817 under Khatian No. 42, under Khatian No. 753, being Municipal Holding No. 861, Premises No. 240/5, Sahid Khudiram Bose Sarani, (also known as Swamiji Sarani), Police Station Dum Dum, Kolkata – 700030, Municipal Ward No. 17, within the local limits of South Dum Dum Municipality, within the Jurisdiction of Additional District Sub-Registered office at Cossipore Dum Dum, in the District of 24 Parganas (North) and constructed a multi storied Project namely "SANTI APARTMENT PHASE-VIII"

M/s. S. D. CONSTRUCTION

*Dulal Chakraborty*

Partner

M/s. S. D. CONSTRUCTION

*Uttam Chakraborty*

Partner

M/s. S. D. CONSTRUCTION

*Biplab Chakraborty*

Partner

6058/19

I-5733/2019



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

L 149489

27  
 12-30pm  
 8-10-23770  
 3 K 8 ch 1 r/r  
 + 500 r/r  
 Cement A

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-Pin. (North)

03 JUL 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on the 3rd day of July in the English Calendar year of the Two Thousand Nineteen (2019).

BETWEEN

*[Signature]*

M/s. S. D. CONSTRUCTION

*[Signature]*  
 Partner

M/s. S. D. CONSTRUCTION

*[Signature]*  
 Partner

M/s. S. D. CONSTRUCTION

*[Signature]*  
 Partner

- (1) SRI DULAL CHAKRABORTY (having PAN AGNPC 6160 A),  
(2) SRI UTTAM CHAKRABORTY (having PAN AIIPC 5063 B) and  
(3) SRI BIPLAB CHAKRABORTY (having PAN AEWPC 5392 P), All  
are sons of Late Dharendra Lal Chakraborty, All by faith - Hindu, All  
are Indian Citizens, All by occupation - Business and All are residing  
at 54/2, Sahid Khudiram Bose Sarani, Post Office - Ghughudanga,  
Police Station - Dum Dum, Kolkata - 700 030, District - North 24  
Parganas, hereinafter collectively called and referred to as the  
"OWNERS/LAND OWNERS" (which terms or expressions shall  
unless excluded by or repugnant to the context or subject be deemed  
to mean and include their and/or each of their respective heirs,  
executors, administrators, legal representatives and assigns) of the  
ONE PART.

- A N D -

"S.D.CONSTRUCTION" (having PAN ACBFS 5469 C), a Partnership  
Firm, having its office and place of business at 307, S. K. B. Sarani  
(Sahid Khudiram Bose Sarani), Post Office-Ghughudanga, Police  
Station-Dum Dum, Kolkata-700 030, District-North 24-Parganas,  
being represented by its Partners namely, (1) SRI DULAL  
CHAKRABORTY (having PAN AGNPC 6160 A), son of Late  
Dhirendra Lal Chakraborty, by occupation - Business, (2) SRI  
UTTAM CHAKRABORTY (having PAN AIIPC 5063 B), son of Late  
Dhirendra Lal Chakraborty, by occupation - Business and (3) SRI  
BIPLAB CHAKRABORTY (having PAN AEWPC 5392 P), son of Late  
Dhirendra Lal Chakraborty, by occupation - Business, all by faith -  
Hindu, All are Indian Citizens and all are residing at 54/2, Sahid  
Khudiram Bose Sarani, Post Office - Ghughudanga, Police Station -  
Dum Dum, Kolkata - 700 030, District - North 24 Parganas,

JWB.

M/s. S. D. CONSTRUCTION

*Dulal Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Uttam Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Biplab Chakraborty*  
Partner

hereinafter called and referred to as the "DEVELOPER" (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Successor-in-office, their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS Sri Banamali Adak, Sri Jitendra Nath Adak and Sri Krishna Chandra Adak, all sons of Late Hiralal Adak of Patipukur Goala Bagan, 3, Basti Lane, Kolkata - 700 048 (formerly known as Calcutta - 700 048) were the joint owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to amongst other land All That piece or parcel of land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet comprised in Khatian No. 42 under Khatian No. 753 appertaining to R.S. Dag No. 4817 in Mouza - Kalidaha, J.L. No. 23, Touzi No. 182, under the Police Station of Dum Dum and in the District of 24 Parganas now North 24 Parganas and within the local municipal limits of the South Dum Dum Municipality.

AND WHEREAS during the course of their joint enjoyments of the aforesaid land, the said three brothers, Banamali Adak, Jitendra Nath Adak and Krishna Chandra Adak owing to their lawful reasons and urgent requirement of money sold and transferred their said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet comprised in said Khatian No. 42, appertaining to R.S. Dag No. 4817 of Mouza - Kalidaha unto and in favour of Smt. Susama Sundari Paul by a registered deed of conveyance dated 22.03.1965 and registered in the office of the Sub-Registrar of Cossipore Dum Dum and recorded therein as Deed No. 2678 in Book

JCB

M/s. S. D. CONSTRUCTION

*Bimal Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ullas Chandra Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Bijay Chakraborty*  
Partner

No. I, Volume No. 47 at Pages from 94 to 97 for the year 1965 for valuable consideration mentioned therein.

AND WHEREAS after the purchase as aforesaid, the said Smt. Susama Sundari Paul while exercising her all right of ownership and possession in the said piece or parcel of land as the sole owner thereof duly mutated her name in the record of the said South Dum Dum Municipality as the lawful owner thereof and her aforesaid property duly been recorded in her name vide Holding No. 240/5, S. K. B. Sarani (formerly known as 240/5, Swamiji Sarani) and she had started to pay due taxes from time to time directly in her name to the authority concerned since then.

AND WHEREAS the said Smt. Susama Sundari Paul during the course of her enjoyment of the aforesaid land constructed one storied brick built building on a portion thereof and started to enjoy the same as the residential building for herself and other members of her family by paying relevant taxes to the authority concerned since then and her aforesaid property known, recorded and numbered as Premises No. 240/5, S. K. B. Sarani (formerly known as 240/5, Swamiji Sarani), Kolkata - 700 030.

AND WHEREAS the said Smt. Susama Sundari Paul owing to her lawful reasons and urgent requirement of money sold and transferred her said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with one storied building thereon being Premises No. 240/5, S. K. B. Sarani, Kolkata - 700 030 unto and in favour of Smt. Gouri Dey by a registered deed of sale dated 21.08.1991 and registered in the office of the Additional District Sub-Registrar of Cossipore Dum Dum and recorded therein

*S.D.*

M/s. S. D. CONSTRUCTION

*Deval Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Utkarsh Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Rajesh Chakraborty*  
Partner

as Deed No. 4555 in Book No. I, Volume No. 106 at Pages from 299 to 308 for the year 1991 for valuable consideration mentioned therein.

AND WHEREAS after purchasing the aforesaid property, the said Smt. Gouri Dey while exercising her all right of ownership and possession in the aforesaid property as the sole owner thereof sold and transferred her said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with building thereon being Premises No. 240/5, S. K. B. Sarani, Kolkata - 700 030 unto and in favour of the Party hereto of the One Part along with their co-owner brother, Rabindra Nath Chakraborty by a registered deed of conveyance dated 17.02.2015 and registered in the office of the Additional Registrar of Assurances - II, Kolkata and admitted therein on 18.02.2015 and recorded therein as Deed No. 01895 in Book No. I, CD Volume Number 11 at Pages from 874 to 894 for the year 2015 for valuable consideration mentioned therein and became each entitled to an undivided 1/4<sup>th</sup> share in the aforesaid property.

AND WHEREAS after the purchase as aforesaid, the Party hereto of the One Part along with their above named brother, Rabindra Nath Chakraborty while exercising their all right of ownership and possession in the aforesaid property as the co-owners thereof duly mutated their joint names in the record of the said South Dum Dum Municipality as the lawful owners thereof and their aforesaid property duly been recorded in their names Vide Holding No. 861, S. K. B. Sarani in Ward No. 17 and they have started to pay due taxes from time to time directly in their names to the authority concerned since then. It is recorded and pertinent to mention that the aforesaid land (more fully and particularly described and mentioned in the First

JKB

M/s. S. D. CONSTRUCTION

*Ullas Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ullas Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Rajal Chakraborty*  
Partner

Schedule written hereunder) duly been recorded in the L. R. Record of Rights in the names of said Banamali Adak, Jitendra Nath Adak and Krishna Chandra Adak under L. R. Khatian Nos. 1213, 466 and 295 appertaining to L. R. Dag No. 4817.

AND WHEREAS being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land measuring more or less 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet together with building thereon being Municipal Holding No. 861, S. K. B. Sarani corresponding to Premises No. 240/5, S. K. B. Sarani, Kolkata - 700 030 (more fully and clearly described and mentioned in the First Schedule written hereunder and hereinafter referred to as the "**Said Property**"), the Party hereto of the One Part along with their above named brother, Rabindra Nath Chakraborty for their better enjoyments of the said property desired to develop their said property by constructing a new multi storied building thereon after demolishing the old existing building from the aforesaid land and as such they submitted for sanction of a building plan before the said South Dum Dum Municipality with an object to construct a new multi storied lift facilitated building upon their aforesaid land and concerned authority of the said South Dum Dum Municipality duly sanctioned the said plan Vide No. 556 (2017-2018) dated 07.11.2017 (hereinafter referred to as the "**Said Plan**") by allowing to construct a new multistoried building upon the said property on the basis of the said sanctioned plan.

AND WHEREAS during the course of their joint enjoyments of the said property, the said Rabindra Nath Chakraborty owing to his lawful reasons and urgent requirement of money sold and transferred

JNB.

M/s. S. D. CONSTRUCTION

*Baldev Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Utkarsh Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Rajesh Chakraborty*  
Partner

his undivided 1/4<sup>th</sup> share in the said property unto and in favour of the Party hereto of the One Part by a registered deed of sale dated 20.06.2019 and registered in the office of the Additional District Sub-Registrar of Cossipore Dum Dum and recorded therein as Deed No. 1506-05217 in Book No. I, Volume Number 1506-2019 at Pages from 254148 to 254175 for the year 2019 for valuable consideration mentioned therein. Accordingly the Party hereto of the One Part jointly became the owners of the said property and became each entitled to an undivided 1/3<sup>rd</sup> share in the said property together with the right to construct multi storied building upon the said property on the basis of the said sanctioned plan.

**AND WHEREAS** the Party hereto of the One Part are now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property and on the other hand nineteen months have already been passed from the said date of sanctioned plan but the Party hereto of the One Part were unable to proceed with the construction of new building upon the said property and as such they have decided to construct the new multi storied building with the help of Developer/Promoter.

**AND WHEREAS** the Party hereto of the Other Part/Developer herein, who is being engaged in the line of business of civil construction and/or developing of properties, knowing the intention of the Land Owners approaches them to allow the Developer to develop the said property and accordingly the Parties herein have mutually agreed after several discussion between themselves to develop the said property (more fully and particularly described and mentioned in the First Schedule written hereunder) by erecting a new R.C.C. framed

J.S.B.

M/s. S. D. CONSTRUCTION

*Devid Chatterjee*  
Partner

M/s. S. D. CONSTRUCTION

*Ullam Chatterjee*  
Partner

M/s. S. D. CONSTRUCTION

*Rishi Chatterjee*  
Partner



super structure brick built multi storied lift facilitated building thereon, consisting of several self-contained residential flats and/or units, staircase with other common areas, spaces, parts, amenities and facilities to be connected and/or related thereto on the basis of the said plan sanctioned by the concerned authority of the said South Dum Dum Municipality at the costs expenses and responsibilities of the Developer herein.

**AND WHEREAS** upon consideration of the said proposal of the Developer and for the purpose of development of the said property as aforesaid, the Party hereto of the One Part have agreed to allow and entrust the Developer to develop the said property containing several terms and conditions contained herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows :-

1. The Developer shall develop the said property as described and mentioned in the First Schedule written hereunder and as may be required and/or permitted by the concerned authorities and the Owners hereby agree to entrust and hand over the peaceful vacant possession of the said property to the Developer for the purpose of work and right of development of the said property described and mentioned in the First Schedule below on the terms and conditions herein contained.

2. The Developer hereby agreed to develop and/or cause to be developed the said property on the terms and conditions herein contained and as may be permitted by the concerned authorities and thereby constructing a new R.C.C. framed super structure brick built

J.S.B.

M/s. S. D. CONSTRUCTION

*Geetal Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ullas Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Bijoy Chakraborty*  
Partner

multi storied lift facilitated building thereon consisting of several self-contained residential flats and/or units, staircase with other common areas, spaces, parts, amenities, facilities etc. on the said property on ownership basis.

3. The Developer has agreed that the Developer will obtain whatsoever statutory permissions as are required to develop the said property at its own costs and on its own responsibilities but in the name of the Land Owners.

4. The Land Owners declare that they have not agreed or entered into any development agreement or agreement for sale or lease or otherwise encumbered the said property or any part thereof with any person or persons or firm other than the Developer herein and that they have not created any lien, charges, mortgages or encumbrances the said property or any part or portion thereof in any manner whatsoever and indemnify that they would keep the said property free from all encumbrances during the subsistence of this Agreement.

5. The Land Owners declare that the question of any defect in or deficiency of title of the Owners over the aforesaid land does not arise, nevertheless in the event of any defect or deficiency in title, if at all being found, the Land Owners shall forthwith take all necessary steps to cure and/or rectify such defect at their own costs.

6. That at the time of execution of these presents, the Owners shall hand over the original copy or copies of all title deeds/ link deeds, record of rights, municipal tax receipt, government rent receipt etc. relating to the First Schedule property to the Developer

JKB.

M/s. S. D. CONSTRUCTION

*Pratul Chaturvedi*  
Partner

M/s. S. D. CONSTRUCTION

*Umesh Chaturvedi*  
Partner

M/s. S. D. CONSTRUCTION

*Rajesh Chaturvedi*  
Partner

with a proper receipt from the Developer for such original documents, which will be returned to the Owners after completion of building and making registered deeds to all probable buyers of the proposed new building. The Developer has agreed and covenants with the Owners that the Developer will use the original documents in connection with the development of the said property and in the meantime keep the said original documents safe and un-obliterated.

7. The Owners hereby agree, covenant and undertake not to cause any unlawful interference by themselves or through others to the development of the said property or to the construction of the new building on the said property so to be constructed by the Developer nor they do any matters, deeds, acts and things in any manner whatsoever, whereby the Developer will be prevented from developing the said property or disposing and/or selling, assigning, transferring any portion of Developer's Allocation of the said proposed new building.

8. The Developer shall carry out the works of development at its entire costs, expenses and responsibilities for the said property and/or construction of the said proposed new building on the basis of the said plan or any additional/alteration/revised plan to be sanctioned by the concerned authority of the South Dum Dum Municipality and/or the rules, regulations and laws and bye-laws framed there under and further as per the provisions contained in this Agreement. In short the Developer shall take entire responsibilities for the construction of the proposed new building.

9. The Land Owners hereby entrust, handover and give licence to the Developer to enter into the said property, demolish the

JCB

M/s. S. D. CONSTRUCTION

*Arundhati Chakrabarti*  
Partner

M/s. S. D. CONSTRUCTION

*Alkesh Chakrabarti*  
Partner

M/s. S. D. CONSTRUCTION

*Bijoy Chakrabarti*  
Partner

existing structure thereon and to develop the said property by constructing a new multi storied lift facilitated building thereon containing several dwelling units and/or ownership self-contained flats/apartments, units, staircase together with other common areas, common spaces, common parts, common amenities and common facilities relating thereto on the basis of the said plan or any additional/alteration/revised plan to be sanctioned by the concerned authority of the said South Dum Dum Municipality.

10. The Developer shall be entitled to the sale proceeds of goods or scrap materials of the existing building, which to be demolished. However during the period of construction of new building, the Owners shall not be entitled any shifting charges from the Developer by way of monthly rent for their temporary alternative accommodation, since they are residing at their address given above.

11. The Developer covenants and agrees to complete the development and/or construction of proposed new multi storied lift facilitated building with all common parts, facilities and amenities therein and/or thereon within 24 (Twenty Four) months from the date of execution of these presents. However further 6 (Six) months shall be allowed by the Land Owners to the Developer, if so required for the purpose of completion of the new building and the time limit of performance of these presents shall be the essence of the contract.

12. That the aforesaid time limit for development and construction of said new building with all common areas, spaces parts, facilities and amenities therein and/or thereon as hereinabove stated, provided however, in the event the Developer is unable to

J.S.B.

M/s. S. D. CONSTRUCTION

*Alled Ghana*  
Partner

M/s. S. D. CONSTRUCTION

*Uttam Chandra*  
Partner

M/s. S. D. CONSTRUCTION

*Rishi Chakraborty*  
Partner

proceed with the work of development of the said property or the project is withheld owing to any prohibitory order from any Court of Law or from the South Dum Dum Municipality or any other reasons including natural calamity, which is beyond the control of the Developer, such period during which work could not be proceeded with or withheld shall be excluded while calculating the aforesaid time limit herein above fixed.

13. That the Owners' Allocation shall be southern portion/ back portion on the ground floor from staircase of the proposed new building comprised of self contained flat/s **And** one self contained flat on the first floor, south-east side of the said proposed new building, admeasuring covered area of 540 square feet more or less **And** one self contained flat on the second floor, south-east side of the said proposed new building, admeasuring covered area of 540 square feet more or less and rest covered areas of the said proposed new building shall be the Developer's Allocation. The covered areas for all purposes shall mean and include the total constructed area of the proposed new multi storied lift facilitated building including box almirah, window boxes, if any and balcony, staircase, lift room, car parking spaces and/or covered garages in the said proposed new building. The parties shall be entitled to use and enjoy the common areas, spaces, parts and facilities (more fully and clearly described and mentioned in the Third Schedule written hereunder) available thereto.

14. In consideration of the said property as described and mentioned in the First Schedule written hereunder and in consideration of the Owners for permitting and/or allowing the

J.S.

M/s. S. D. CONSTRUCTION

*Deval Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ullam Chandra*  
Partner

M/s. S. D. CONSTRUCTION

*Biplab Chakraborty*  
Partner

Developer herein to develop the said property in the manner and on the terms and conditions herein agreed, the Developer shall :-

- (a) Allot to the Owners southern portion/back portion on the ground floor from staircase of the proposed new building comprised of self contained flat/s ;
- (b) Allot to the Owners one self contained flat on the first floor, south-east corner side of the said proposed new building, admeasuring covered area of 540 (Five Hundred Forty) square feet more or less.
- (c) Allot to the Owners one self contained flat on the second floor, south-east corner side of the said proposed new building, admeasuring covered area of 540 (Five Hundred Forty) square feet more or less.

The above mentioned ground floor and one flat on the first floor and one flat on the second floor collectively be treated as "OWNERS' ALLOCATION". The Owners have accepted their allocation aforesaid.

15. That the Owners shall be entitled to sell, gift or transfer their allocated portion in any manner whatsoever and the Developer shall be at similar right and liberty to dispose of its allocated portion in any manner whatsoever.

16. Upon completion of construction of the said proposed new building and taking actual measurement of covered areas of Owners' Allocation therein and ascertaining the covered areas allocable to the Land Owners in the said proposed new building, if it

*JKB*  
M/s. S. D. CONSTRUCTION

*Arul Chandra*  
Partner

M/s. S. D. CONSTRUCTION

*Utham Chandra*  
Partner

M/s. S. D. CONSTRUCTION

*Rishi Chakraborty*  
Partner

is found that the Developer has allotted more than covered areas towards Owners' Allocation to the Land Owners herein, then and in that event, the Owners shall pay to the Developer @ Rs. 3000/- per square feet for such excess areas. Similarly if it is found that the Developer has allotted less than covered areas towards Owners' Allocation to the Land Owners herein, then and in that event, the Developer shall pay to the Owners @ Rs. 3000/- per square feet for such less areas. Calculated amount to be paid either of the Party to the Other Party on or before handing over possession of Owners' Allocation to the Land Owners herein in the said proposed new building.

17. The Owners shall retain the undivided proportionate share of land proportionate to the said covered areas allocated to them with a right and liberty to deal with the same in any manner whatsoever and the Developer shall get the remaining covered areas together with undivided proportionate share of land together with the right to use and enjoy the common areas, spaces, parts, amenities and other facilities to be available or attached to the said proposed new building.

18. The Developer shall complete the Owners' Allocations in all respect with the specification described and mentioned in the Second Schedule below and deliver the possession to the Land Owners of their allocated portion within the time limit as herein above agreed in clause 11. The Developer shall be entitled to hand over possession of Developer's Allocation to its nominee or nominees in the mean time. Delivery of possession in respect of Owners' Allocation shall be made ready for use in all manners and for

M/s. S. D. CONSTRUCTION

Partner

M/s. S. D. CONSTRUCTION

Partner

M/s. S. D. CONSTRUCTION

Partner

habitable use. The Owners also be entitled to use all other available common areas, spaces, roof, lift, parts, amenities, facilities etc. relating to the proposed new building provided to pay their proportionate maintenance costs/charges according to their shares to the Association of Apartment Owners' to be formed by the flat/unit owners of the proposed new building.

19. After the allotment of Owners' Allocation to the Land Owners herein in the said proposed new building as aforesaid, the Developer shall be entitled to remaining covered areas in the said proposed new building so to be constructed by the Developer, which to be treated as "DEVELOPER'S ALLOCATION" together with undivided un-demarkated proportionate share of land of the said property and undivided proportionate share in all common facilities, common areas, common parts and common amenities and proportionate share of roof and other common spaces to be connected and/or attached to the said proposed new building in and upon the said property so to be constructed against its cost of construction and the Developer shall be entitled to the sale proceeds of its allocation to realize the cost and expenses incurred by the Developer.

20. The Owners agree that the Developer shall be entitled to make such variations and/or deviations in the new building as the municipal authority or other local body or authority may require and as may be necessary by exigencies of the circumstances from time to time.

21. The Developer has agreed that the Developer will obtain the building completion certificate from the concerned authority of

M/s. S. D. CONSTRUCTION

*S. D.*  
*Sudal Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ullas Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ripley Chakraborty*  
Partner



the South Dum Dum Municipality after completing the new building and shall hand over a xerox copy of the said completion certificate to the Land Owners herein as and when the said certificate will obtain by the Developer.

22. The Owners shall render their best co-operations and assistance to the Developer in the matter of development of the said property and/or construction of the said proposed new building as may from time to time be necessary and required.

23. The Owners shall sign, execute and deliver to the Developer all plans, maps, sketches, specifications, elevations, diagrams, applications and other papers and documents as may from time to time be necessary or required for development of the said property.

24. The Owners shall from time to time execute and register appropriate deed of transfer and/or conveyance or conveyances by Transferring and/or conveying undivided proportionate share and/or interest in the land of the said property and the common areas, spaces, roof, parts, facilities and amenities in favour of the intending buyers and/or transferees in relation to the respective self-contained flats and/or units and other spaces of Developer's Allocation.

25. The Developer shall be entitled and its discretion to retain appoint and employ the Masons, Mistries, Architects, Engineers, Contractors, Managers, Supervisors, Durwans and other staffs or employees for the purpose of carrying out the work of development and/or construction of the new building on the said property as the Developer may think fit and proper.

*J.S.*  
M/s. S. D. CONSTRUCTION  
*Shilpa Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Uttam Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Rupali Chakraborty*  
Partner

26. That the Developer should remain responsible to the intending Purchasers/Transferees for fulfillment of Developer's obligation to construct and complete the construction of the new building, flats/units in all respect and the quality of materials to be used for the said purpose. It is expected that the Developer will use good quality materials for construction of the new building.

27. Except the Owners' Allocation as hereinabove stated, the Developer shall be at liberty to sell and/or transfer and/or allot the self-contained flats and/or units and/or other spaces along with proportionate share in all common areas, parts, amenities, facilities and land to any intending Purchaser/Purchasers/Transferees in respect of Developer's Allocation from the proposed new building so to be constructed on the said property at such price and on such terms and conditions and provisions as the Developer may think fit and proper and further enter into agreement for sale and/or otherwise transfer the self-contained flats and/or units and other spaces of proposed new building and to receive and/or realize the earnest money, part payments and balance of consideration money and other consideration, if any of Developer's Allocation without any consent or objections by or on behalf of the Land Owners.

28. The Owners shall at the cost of the Developer execute and register a Development Power of Attorney in favour of the Developer herein authorizing and empowering therein to do various acts, deeds, matter and things which is necessary for completion of work of development of the said property and/or demolition of the existing structure standing thereon and/or construction of the said proposed new building and for obtaining building completion certificate from the concerned authority of the South Dum Dum

*J.S.*  
M/s. S. D. CONSTRUCTION  
*Sentul Chakrabarty*  
Partner

M/s. S. D. CONSTRUCTION  
*Ullas Chakrabarty*  
Partner

M/s. S. D. CONSTRUCTION  
*Bipul Chakrabarty*  
Partner

Municipality and/or other development works in respect of the said property together with the right to enter into agreement for sale and to sell of self contained flats and/or units and all other spaces of Developer's Allocation in favour of the intending buyers or transferees of the said property.

29. The Owners shall bear all arrear rents and taxes in respect of the said property till the date of execution of this Agreement and on and from the date thereafter, the Developer shall pay and discharges all outgoing including municipal taxes and all other charges till the date of obtaining building completion certificate of the new building.

30. The Owners and/or Developer and/or buyers and/or the transferees of self-contained flats/units and other spaces of the proposed new building shall bear and pay their individual share of taxes and other rates and charges that may be assessed by the South Dum Dum Municipality and also pay their proportionate amount of cost of maintenance & service charges on account of proper maintenance of common areas, essential services of the proposed new building to the Association of Apartment Owners' of the said building to be formed by such flat/unit owners of the new multi storied building or to the appropriate authority as the case may be.

31. A scheme shall be framed by the Apartment Owners for Management, Maintenance, Control, Administration and upkeep of the new building, which will be binding upon all the owners and occupiers of the said new building. Until and unless no Association of Apartment Owners' is formed, the Management, Maintenance, Control, Administration of the new building shall be conducted by the

*JCB*

M/s. S. D. CONSTRUCTION  
*Sudat Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Utkan Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Ripal Chakraborty*  
Partner

Developer and the Developer shall be entitled to and collect maintenance charges from the occupiers of flats/ units, till taking over charges of maintenances by the Owners'/Occupiers' Association of the said new building.

32. Neither the Owners nor the Developer nor any person or persons under them shall use the said proposed new building or any portion thereof in such a manner which may cause damage the new building nor they cause any nuisance or annoyance to the occupation of owners of the other flats/units of the said building nor shall use the same for any illegal and immoral purpose.

33. The common areas, spaces, parts, amenities and facilities shall at all times be held jointly by the Owners and/or Developer and/or other flat or unit owners of the proposed new building and shall be used and enjoyed by them in common amongst themselves and neither the Land Owners or the Developer or any owner and occupier of any flat or unit of the said building/property shall be entitled to make any partition and/or division thereof nor claim to have exclusive right in any manner whatsoever in any portion of such common areas and facilities.

34. No structural alterations in the building shall be made without the written consent of the Apartment Owners' of the said building, subject however to a prior sanction of the concerned authorities, if necessary.

35. It will be obligatory on the part of the Owners, Developer and any owners or occupiers under them of such portion of the said new building to keep interior walls, floors, ceilings, fittings, fixtures,

J.S.

M/s. S. D. CONSTRUCTION

*Deval Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Uttara Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Dipak Chakraborty*  
Partner

water lines, electric wirings and all apparatus, pipes, drainage system, sewers and all other common parts, facilities, amenities in their respective portion or spaces to be occupied by them in good repair and perfect working condition and for which take all possible steps to prevent any damage being caused to the building or any portion thereof or cause to be inconvenience to the occupiers of any other portion of the said building.

36. This agreement cannot be terminated by the Land Owners in any way unless and until all the flats/units of Developer's Allocation is transferred and/or conveyance of the said land with building or any part thereof is conveyed and/or transferred in favour of the ultimate transferees.

37. The Developer undertake to keep the Land Owners fully indemnified against any losses, costs, charges, expenses or claims by any of the Developer's Contractors, Architect, Workers or agents, neighbouring premises. The Land Owners also indemnified from any actions, fines, penalties or costs and expenses for any violation of any provisions in relation to the said development and construction by the Developer.

38. That the Owners and/or the Developer both part shall remain responsible to produce the original documents relating to the title of the said property before any authority or authorities as and when called for the documents. After formation of Owners' Association of the new building and/or after the transfer of Developer's Allocation in the said proposed new building, whichever is later, the Owners and the Developer both part will responsible to hand over all the xerox copy or copies of the documents relating to

J.S.D.

M/s. S. D. CONSTRUCTION

*Deval Chatterjee*  
Partner

M/s. S. D. CONSTRUCTION

*Uttam Chatterjee*  
Partner

M/s. S. D. CONSTRUCTION

*Deval Chatterjee*  
Partner

the title of the new building and to the said property to the representatives of Owners' Association on proper receipt.

39. That in case of demise of the Owner/s, this agreement shall not be terminated and in such case the legal heirs of the deceased Owner/s shall automatically steps into the shoes of all intents, meanings and purposes herein contained. The legal heirs of deceased Owner/s shall remain bound to execute and register proper deed with the Developer and shall also execute and register a development power of attorney to that effect in favour of the Developer herein. Similarly in case of demise of any of the Partners of the Developer herein, identical steps will have to be taken by the legal heirs of deceased Partner of the Developer to complete the project as herein agreed.

40. That any disputes, if shall arise, between the Parties herein, in respect of any term or condition contained to these presents, that shall be amicably and mutually be solved by the Parties herein, in default, either of the Party shall be at liberty to take appropriate legal steps against the other Party in appropriate forum in accordance with the law time being in force.

41. High Court at Calcutta, District Court North 24 Parganas at Barasat and other allied courts shall have the jurisdiction to enter into all actions, suits, proceedings arising out of this agreement.

Fingerprints of both the hands of the Owners/Land Owners and Partners of the Developer herein along with their photographs have hereto duly been furnished and annexed herewith in the separate sheet at Page No. "28" formed out part of this document.

*J.S.*  
M/s. S. D. CONSTRUCTION  
*Sudat Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Ullom Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Bijay Chakraborty*  
Partner

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Being the "Said Property")**

**ALL THAT** piece or parcel of "Bastu" Land containing by estimation an area of 3 (Three) Cottahs 8 (Eight) Chittaks 1 (One) Square Feet be the same a little more or less together with a dilapidated cement flooring 500 square feet one storied brick built building is standing thereon, whereupon a new R.C.C. framed super structure brick built multi storied lift facilitated building to be constructed after demolishing the existing building from the said land, consisting of several self contained residential flats and/or units, staircase with other common areas, spaces, parts, amenities and facilities to be connected and/or related thereto, lying and situate within the Mouza - Kalidaha, comprised in Khatian No. 42 under Khatian No. 753 appertaining to R.S. Dag No. 4817 corresponding to L.R. Dag No. 4817, J.L. No. 23, Revenue Survey No.16 appertaining to Touzi No. 182, under the Police Station of Dum Dum and in the District of North 24 Parganas and within the local municipal limits of the South Dum Dum Municipality in Ward No. 17 being Municipal Holding No. 861, S.K.B. Sarani corresponding to known, recorded and numbered as Premises No. 240/5, S.K.B. Sarani (formerly known as Swamiji Sarani), Kolkata - 700 030 and the said property is lying within the Jurisdiction of the Additional District Sub-Registrar of Cossipore Dum Dum, 24 Parganas (North) and the said property is butted and bounded by the manner following, that is to say :-

**ON THE NORTH BY** : 12 feet wide Municipal Road ;

**ON THE SOUTH BY** : House of Hirak Chowdhury ;

**ON THE EAST BY** : Maa Tara Apartment ;

**ON THE WEST BY** : House of Prasanta Saha.

*J.S.B.*  
M/s. S. D. CONSTRUCTION

*Deval Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Uttam Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ripshy Chakraborty*  
Partner

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Being the Specification of Owner's Allocation in the New Building)**

1. **SUPER STRUCTURE :**  
RCC framed super structure as per approved design plan after base treatment of soil investigation reports.
2. **EXTERNAL/PARTITION WALLS :**  
All external walls to be 8"/5" (inches) of good quality bricks, partition walls between the flats/units will be 5" (inches) and partition walls inside the flats/units will be 3" (inches). All walls to be cement plaster. Internal walls to be finished with wall Putty only. Outside walls of the building to be finished by weather coat colour paint.
3. **FLOOR :**  
Entire Floor will be Marble (Marwar) finished including Bed Rooms & Dining Space & Kitchen & Toilets & Balcony.
4. **DOOR FRAMES/DOORS :**  
Water proof commercial flush door with Sal frame except the toilets, which will be of P.V.C. door with frame.
5. **WINDOWS :**  
Natural colour aluminum siding windows with iron grill and white smoke glasses with standard fittings.
6. **KITCHEN :**  
Kitchen counter will be provided with green polish marble stone of 1½ ft. wide (one side) and 6 ft. in length back wall will be glazed tiles up to 3 ft. height from green polish marble slab kitchen top along with a stainless steel body sink and one water connection to be provided. One basin to be provided in dining space with one water connection.

*JUB.*  
M/s. S. D. CONSTRUCTION  
*Bimal Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Ullas Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Bijab Chakraborty*  
Partner



7. **TOILETS :**

All toilets to be provided with glazed tiles in walls up to 5 ft. height from skirting top level with 3 (Three) water connections including water tap and shower. In case of W.C., there will be 2 (Two) water connections including water tap. Pan of the toilets will be Commode type.

8. **ELECTRICALS :**

All electric wire cables will be copper wires, conceals through good quality conducted pipe and Modular switches with following electrical points in the flat by the following manner, that is to say :-

- Bed Room : Two light points, One fan point and One 5 Amp. Plug point.
- Living/Dining : Three light points, Two fan points, One 5 Amp and One 15 Amp plug points.
- Kitchen : One light point, One exhaust fan point and One 15 Amp plug point.
- Toilet : One Light point, One exhaust fan point.
- Balcony : One Light point and One 5 Amp. Plug point.
- Others : One A.C. point in a master bed room of each flat as per Owners' choice, One Geyser point in a toilet of each flat as per Owners' choice, One calling bell point in front of main door.

M/s. S. D. CONSTRUCTION

*S.D.*  
*Rajal Chakraborty*

Partner

M/s. S. D. CONSTRUCTION

*S.D.*  
*Uttam Chakraborty*

Partner

M/s. S. D. CONSTRUCTION

*S.D.*  
*Rajal Chakraborty*

Partner

9. **WATER SUPPLY :**

From deep bore well & lifted to overhead water tank on the roof of the new building by the electric pump installed to the purpose and then to flat/unit. All internal water pipe will be concealed poly pipe of required dia of approval brand. Outside water pipe will be surface poly pipe.

10. **LIFT :**

Lift to be provided of a good company for carrying of four passengers.

11. **STAIRCASE :**

Staircase will be Marble finished.

12. **EXTRA WORKS :**

Any extra work other than standard specification as stated above shall be charged extra as decided by the authorized Engineer of the Developer and such amounts shall have to be deposited before the execution of such extra work. Such extra work shall be made by the supervision of the Developer.

N.B. Quality and/or size of marbles, glaze tiles and other fittings and fixture of Owners' Allocation shall be decided by the Developer. Provided always that the Owners may of their own choice select the marble, glaze tiles and other fittings and fixtures of their Owners' Allocation and different cost thereof shall be borne and paid by the Owners after adjustment.

JMB

M/s. S. D. CONSTRUCTION

*Sudal Chaturvedi*  
Partner

M/s. S. D. CONSTRUCTION

*Atul Kumar*  
Partner

M/s. S. D. CONSTRUCTION

*Rajesh Chaturvedi*  
Partner

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Being the "Common Areas & Common Facilities")**

(a) The land comprised in the said Municipal Holding No. 861, S.K.B. Sarani corresponding to Premises No. 240/5, S.K.B. Sarani (formerly known as Swamiji Sarani), Police Station - Dum Dum, Kolkata - 700 030, District - North 24 Parganas as described in the First Schedule above.

(b) The open space around the building and spaces within the building comprised of entrance and exit thereto, lift, staircase, landing in each floor and also the top roof.

(c) The foundation columns girders beams support main walls, the main gate of the premises and the common passage, landings in the building and the staircase leading from ground floor to roof.

(d) The installation for common services such as the lift, lift room and its accessories, drainage/sewerage system in the premises, water supply arrangements in the building & premises and electric connections to the premises.

(e) Reservoir in the ground floor, if any and over head water tank on the roof of the new building, deep bore well, water pump, motor, pipes, ducts, septic tank and all other apparatus and installations in the building to be used as common with other owners in the building.

(f) All other areas, spaces, parts, facilities and amenities in the premises and/or the building, which are intended for common use.

M/s. S. D. CONSTRUCTION  
*Devi Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Uttam Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION  
*Devi Chakraborty*  
Partner

IN WITNESS WHEREOF the Owners and the Developer have hereunto set and subscribed their respective hands, seals and signatures on the day, month and year first above written.

SIGNED AND DELIVERED  
by the said

*Bimal Chakraborty*  
*Ultara Chakraborty*  
*Ripsh Chakraborty*

OWNERS/LAND OWNERS

- AND -

SIGNED SEALED AND  
ACCEPTED by the said

For S.D. Construction

*Bimal Chakraborty*  
*Ultara Chakraborty*  
*Ripsh Chakraborty*

Partners

DEVELOPER

IN THE PRESENCE OF  
FOLLOWING WITNESSES :

1. Signature : *Pulak Kumar Bhattacharya*  
Address : *147, Sarat Bose Road,*  
*Kolkata-700065.*
2. Signature : *Mainak Bhattacharyya*  
Address : *526, Sarat Bose Road.*  
*Kol-65.*

Drafted by me and  
prepared in my office.

*Jayanta Kumar Bhaumik, Adv.*  
(Jayanta Kumar Bhaumik)  
Advocate.  
High Court, Calcutta.  
WB/627/87.

M/s. S. D. CONSTRUCTION

*Bimal Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ultara Chakraborty*  
Partner

M/s. S. D. CONSTRUCTION

*Ripsh Chakraborty*  
Partner

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1506-2019, Page from 277366 to 277406  
being No 150605733 for the year 2019.



Digitally signed by SUMAN BASU  
Date: 2019.07.05 13:28:34 +05:30  
Reason: Digital Signing of Deed.

*Suman*

(Suman Basu) 05/07/2019 13:25:46  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

M/s. S. D. CONSTRUCTION  
*Uttam Chakrabarty*  
Partner

*Uttam Chakrabarty*  
M/s. S. D. CONSTRUCTION  
*Uttam Chakrabarty*  
Partner

M/s. S. D. CONSTRUCTION  
*Uttam Chakrabarty*  
Partner

(This document is digitally signed.)