



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

897978  
 It is certified that the document is a valid  
 registration, the signature sheets and  
 the endorsement sheets attached with  
 the document are part of this document.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 20<sup>th</sup> day of March, Two  
 Thousand and Thirteen of the Christian Era.

BETWEEN

SRI DEBASIS CHAKRABORTY, son of Sri. Kalicharan Chakraborty, residing at  
 P. L. Chakraborty Road, P.O. & P.S. Sonarpur, District- 24 Parganas (South),  
 hereinafter referred to and called as the "LAND OWNER" (which expression shall  
 unless excluded by or repugnant to the context be deemed to mean and include his  
 heirs, executors, administrators, representatives and assigns and nominee or  
 nominees) of the ONE PART.

Asis Chakraborty  
 or

240240

Sold to.....	Asis Chakraborty
Address.....	
Value Rs.....	
19 MAR 2013	
L.S.V., High Court Sujit Sarkar High Court, A.G.	

Asis Chakraborty  
Kolkata

✓ L.S.V. 19/3/13

Debasis Chakraborty

T.S 1006  
20/3/13

Debasis Chakraborty

T.S 1007  
20/3/13

Asis Chakraborty



Stamp: 20 MAR 2013

20 MAR 2013

Monika Chakraborty

up Debasis Chakraborty

5 no, Panna Lal Chakraborty Road

Rajpur (Sonampur)





**Government Of West Bengal**  
**Office Of the D.S.R. - IV SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 02401 of 2013**  
**(Serial No. 02446 of 2013)**

**On 20/03/2013**

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

Presented for registration at 14.30 hrs on :20/03/2013, at the Private residence by Debasis Chakraborty ,Executant.

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

Execution is admitted on 20/03/2013 by

1. Debasis Chakraborty, son of Kalicharan Chakraborty , P L Chakraborty Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : ---
2. Asis Chakraborty, son of Lt. Ramprasad Chakraborty , Aghore Sareni Rajpur Banstala, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : ---

Identified By Monika Chakraborty, wife of Debasis Chakraborty, 5 Pannalal Chakraborty Rd Rajpur, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: House wife.

( Ashoke Kumar Biswas )  
 DISTRICT SUB-REGISTRAR-IV

**On 21/03/2013**

**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 : 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 7178.00/-, on 21/03/2013

( Under Article : ,E = 7/- ,H = 28/- ,M(b) = 4/- on 21/03/2013 )

**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.-21,50,000/-

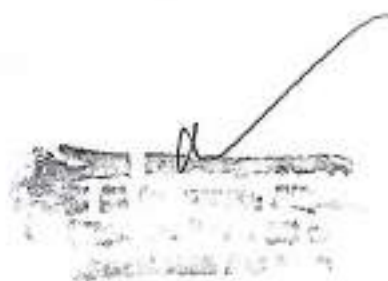
Certified that the required stamp duty of this document is Rs.- 5001 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 5000/- is paid , by the draft number 845866, Draft Date 20/03/2013, Bank : State Bank of India, ALIPORE COURT TREASURY, received on 21/03/2013



( Ashoke Kumar Biswas )  
 DISTRICT SUB-REGISTRAR-IV  
 Endorsement Page 1 of 2





**Government Of West Bengal**  
**Office Of the D.S.R. - IV SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

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**Endorsement For Deed Number : I - 02401 of 2013**  
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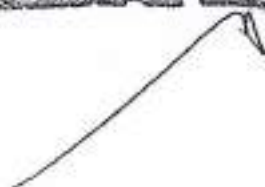
( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

100-418-18

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 01/10/01 BY 1043  
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**AND**

**SRI ASIS CHAKRABORTY**, son of Late Ramprasad Chakraborty, residing at Aghore Sarani, Rajpur, Banstala, P.S. Sonarpur, District- 24 Parganas (South), Kolkata- 700 149, hereinafter referred to and called as **"DEVELOPER"** (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

**AND WHEREAS** the Developer hereof before execution of the present agreement has completely satisfied himself regarding the nature, right, title and interest of the landowner over the property intended to be developed and the said Developer has further confirmed the marketable value and consideration of the said property and thereby agreed to invest and/or provide appropriate funds for the purpose of development of the said premises stated and described in the First Schedule herein below exclusively at his own costs and expenses.

**AND NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH** as follows:-

**ARTICLE (i) DEFINITION**

- 1.1) **BUILDING:** Building shall mean multistoried building so to be constructed according to the plan to be sanctioned at the instance of the Developer by the competent authority and the same to be constructed on the said premises of the landowner morefully described in the First Schedule written herein below.
- 1.2) **COMMON FACILITIES AND AMENITIES:** Common facilities and amenities shall mean entrance of the building, stair case, landings, roof of the building, pump room, tube well, overhead water tank, water pump and motor and other facilities which may be required for the enjoyment maintenance or management of the said building by all occupiers of the building.
- 1.3) **SALEABLE SPACE:** Saleable space shall mean the space within the building which is to be available as an unit/flat for independent use and occupation after making due provisions for Landowner's Allocation, common facilities and space required therefor.

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- 1.4) **LANDOWNER'S ALLOCATION:** Landowner's allocation shall mean the constructed area of the said building to be constructed in accordance with the building plan duly sanctioned by the Rajpur-Sonarpur Municipality and to be delivered free of cost to the Landowner by the Developer as consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the Developer/promoter and morefully described in the Second Schedule Part -I written herein below subject to the adjustment of Rs. 6,50,000/- (Rupees Six Lac Fifty Thousand) as mentioned in detail contained in the Second Schedule Part-I written herein below.
- 1.5) **DEVELOPER/PROMOTER'S ALLOCATION:** Developer/promoter's allocation shall mean all the remaining constructed area of the proposed multistoried building excluding the Landowner's allocation and the proportionate share of common facilities, common spaces and common amenities of the building morefully described in the Second Schedule Part - II written herein below.
- 1.6) **ARCHITECT:** Architect shall mean such person or persons being appointed as Architect(s) by the Developer for the purpose of the building plan and construction of the said building.
- 1.7) **TRANSFER:** Transfer shall mean with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowner as a transfer of space in the said building to intending purchaser thereof.
- 1.8) **BUILDING PLAN:** Building plan shall mean such plan for construction of the said multistoried building which will be prepared at the instance of the developer with due consultation and approval of the landowner and sanctioned by the Rajpur-Sonarpur Municipality in the name of the landowner hereof for construction of the said building including its modification and amenities and alterations if made at the cost and expenses of the developer.
- 1.9) **PREMISES:** Premises shall mean all the piece and parcel of plot of bastu land admeasuring about 5 Cottahs more or less including old structure lying and situated at Mouza Rajpur, R.S. Khatian No. 2155 and 2394, Dag No. 505, J. L. No. 55, P.S. Sonarpur, ADSR at Sonarpur, District Registrar at Alipore, District-South 24 Parganas within the local limit of Rajpur-Sonarpur Municipality in



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20 MAR 2013

Ward No. 16, Holding No.5, P. L. Chakraborty Road specifically described in the First Schedule herein below with specific demarcations and boundaries thereto.

**ARTICLE - (ii) - LANDOWNER RIGHT AND REPRESENTATION**

- 2.1) By virtue of Hindu Law of Succession the Landowner herein has become the absolute Owner of the said premises and is in peaceful possession of the Premises and the Landowner has a marketable title thereto and is not aware of any defect in the title of the Premises and has not entered into any agreement creating any right in the said Premises.
- 2.2) Relying on the representations of the Landowner, the Developer has offered and agreed to develop and commercially exploit the said premises by constructing a new multistoried building thereon (new building), after the Existing structure being demolished by the land owner, in accordance with the building plan. Plans to be sanctioned by the Rajpur-Sonarpur Municipality.
- 2.3) POSSESSION: The Landowner is now seized and possessed of and/or other-wise well and sufficiently entitled to the said premises and shall deliver physical possession to the Developer to develop the said premises within two to three months from the date of execution of the instant agreement.
- 2.4) The said land and premises is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

**ARTICLE (iii)- DEVELOPER'S/ PROMOTER'S RIGHTS:-**

- 3.1) The Land owner hereby grant permission subject to what has been hereunder provided, exclusive right to the Promoter/Developer to build and construct a multistoried building upon the said premises of the Landowner in accordance with the building plan to be sanctioned by the Rajpur-Sonarpur Municipality at the costs and expenses of the Developer in the name of the Landowner.
- 3.2) All Applications, plans and other papers and documents that may be required by the promoter/developer for the purpose of obtaining necessary sanction from the Rajpur-Sonarpur Municipality shall be prepared and submitted by the promoter/developer on behalf of the Landowner and Landowner shall sign all such plans, applications, other papers and documents as and when necessary and




all costs and expenses including plan sanctioning costs will be borne by the developer/promoter.

- 3.3) That the landowner shall demolish the existing building at his own costs in a most skillful manner and shall handover vacant possession of the said premises in favour of the developer within two to three months from the date of execution of the instant agreement.
- 3.4) After handing over the physical possession of atleast one flat/unit of the Landowner's Allocation, the Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is however, understood that the dealings of the Developer with regard to the Developer's Allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the Landowner.
- 3.5) Nothing in these presents shall be construed as demise or assignment or conveyance in law by the landowner of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof to the developer other than exclusive license to the developer to develop the same in terms hereof and to deal with the developer's allocation with interest to realize the amount invested with profit or loss from the sale of developer's allocation.
- 3.6) The developer upon completion of the entire construction work of the proposed building shall obtain completion certificate from appropriate authorities at his own costs and expenses.

#### ARTICLE (iv)- CONSIDERATION

- 4.1) The promoter/developer has agreed to build up the said proposed multistoried building on the said premises of the landowner exclusively at his own costs and expenses and landowner shall not be required to contribute any sum towards the cost of construction of the said building or otherwise.





- 4.2) In consideration of the landowner having agreed to grant exclusive right for developing the said premises in addition to the landowner's allocation so provided hereunder in Part-I of the Second Schedule, the developer/promoter has agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for the purpose of development of the said premises and such consideration will be deemed to be made by the developer which are as follows:-
- (a) Space allocation to the landowner.
  - (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
  - (c) Costs, charges, and expenses on account of causing the plan or map prepared and to get the same sanctioned by the Rajpur-Sonarpur Municipality.
  - (d) Costs, charges and expenses incurred for installation of water supply pipeline, electricity for each flats, sewerage, drainage and other connections.
  - (e) Fees payable to Architect and Engineers as also fees payable to the Rajpur-Sonarpur Municipality for obtaining necessary permission or sanction for sewerage, drainage and water connection by the developer.
  - (f) Legal expenses incurred and paid for the development agreement and all other expenses and charges for the purpose of development of the said premises.
  - (g) Cost of supervision of construction of the landowner allocation of the said premises.
  - (h) Any other expenses will be necessary for construction for developing the said construction paid by the developer.

**ARTICLE (v)- PROCEDURE:-**

- 5.1) The landowner simultaneously with the execution of the present agreement shall grant unto and in favour of the developer hereto a General Power of Attorney for execution of agreement for sale as well as deed of conveyance in respect of the

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landowner's allocation and the developer's allocation and also for doing all such necessary acts, deeds and things for development of the said premises of the landowners including obtaining the necessary building plan from the Rajpur-Sonarpur Municipality in the name of the landowner and all other necessary permission from different appropriate authorities to complete the construction work of the proposed multistoried building.

- 5.2) It is categorically agreed by and between the parties hereof that, the developer shall obtain the requisite sanctioned building plan from the authorities of the Rajpur-Sonarpur Municipality and shall complete the entire construction work of the building within the period of 30 (thirty) to 36 (thirty six) months from the date of sanction of building plan by the Rajpur-Sonarpur Municipality.
- 5.3) The landowner shall handover the possession of the said premises to the developer within two to three months from the date of execution of the instant agreement.

#### **ARTICLE (iv) DEALING OF SPACE IN THE BUILDING**

- 6.1) The developer shall at its own costs and expenses and without creating any financial or other liability upon the landowner construct and complete the said multistoried building having several self contained flats, shop room and car parking space etc. in accordance with the sanctioned building plan.
- 6.2) The developer shall on completion of the building put the landowners in undisputed possession of the landowner's allocation together with the right of common facilities and amenities to be enjoyed proportionately with other owners of the flats/shops of the said proposed building and the developer will be entitled to make registration of developer's allocation in favour of prospective purchaser(s) at their own choice and will.
- 6.3) The landowner will be entitled to transfer or otherwise deal with the land owner's allocation in the said proposed building according to their discretion in any manner whatsoever subject to adjustment of the advance money to be paid by the developer in terms of Second Schedule Part-I described herein below.
- 6.4) The developer being the party of the Other Part shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats/shops together with

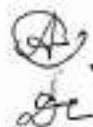
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proportionate share of land excluding the space provided under landowner's allocation so mentioned herein before of the said proposed building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid including earnest money or initial payments or part payment thereof shall be received by the developer and the landowner herein will have no right and share and will not be entitled to any portion thereof. It is however, understood that the dealings of the Developer with regard to the Developer's Allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the Landowner.

- 6.5) The landowner hereto upon receiving satisfactory delivery as per specification of landowner's allocation at the request of the developer shall execute and register the necessary Deed of Conveyance or Conveyances unto and in favour of the purchaser or purchasers towards sale of flat or flats and/or units and spaces in the building as and when called for PROVIDED HOWEVER the costs of such conveyance or conveyances including the cost of non-judicial stamps and registration expenses and all other legal expenses relating thereto shall be borne and paid either by the developer or by the nominee or nominees of developer being the purchaser or purchasers of flat/unit or space of the building.

#### ARTICLE (vii)- BUILDING

- 7.1) The developer shall obtain the plan at the Developer's own costs to construct erect and the building at the said premises in accordance with the sanctioned plan as being duly approved by the landowner with such material and with such specifications as are mentioned in the Third Schedule hereunder written and as may be recommended by the architect from time to time. During construction landowners shall have the right to visit, inspect the same.
- 7.2) The developer shall install and erect in the said building at the developer's own costs standard new pump set, tube wells, overhead reservoirs, electrical wiring, fittings as are required to be provided in a residential building self contained apartments constructed for sale of flats, therein on ownership basis.
- 7.3) The developer shall and be responsible to look after, supervise, manage and administer the progress and day to day work of construction of the proposed





building and shall not violate any Municipal or statutory rules and always abide by and observe all the rules and procedures and practice usually followed in making construction of new building. All constructions as may be made on the said premises shall be at self-risks and consequences of the developer.

- 7.4) During course of construction of the new building, in case of any loss or injury or damage of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property or any loss of life, the developer shall be solely liable and responsible for the same.
- 7.5) All long as the developer duly observes and performs of the agreement, the landowner agree and covenant with the developer not to cause any interference or hindrance in the construction of the proposed building at the said premises by the developer and not to do any act, deed or thing whereby the rights of the developer hereunder may be affected or the developer is prevented from making or proceeding with the construction of the building.
- 7.6) All rates, taxes and outgoings in respect of the premises relating to the period prior to the Landowner delivering possession of the premises to the Developer shall be borne, paid and discharged by the Landowner. It is made specifically clear that all outstanding dues upto the date of giving possession of the premises as per this Agreement shall remain the liability of the Landowner.
- 7.7) As from the date of making over possession of the Premises to the Developer, the Developer shall be liable for rates and taxes as also their outgoings in respect of the premises, till such time the possession of the Landowner's Allocation is given to the Landowner. From the date of making over possession of the Landowner's Allocation to the Landowner, the Landowner shall become liable and responsible for rates and taxes and other outgoings with regard to the Landowner's Allocation and the Developer and/or its Transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Developer's Allocation. After the possession of Landowner's Allocation to the Landowner, both the Developer and the Landowner shall be liable to pay the outgoings including electric bills, municipality tax etc. for their respective allocation.
- 7.8) The Developer shall be authorized in the name of the Landowner to apply for and obtain quotas, entitlements and other allocation for cement, steel, bricks and other

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building materials and inputs and facilities allocable to the Landowner and required for the construction of the New Building but in no circumstances the Landowner shall be responsible for their price/value, storage and quality.

- 7.9) The Developer shall, at its own costs, install and erect in the new building, pump, water storage tank, overhead reservoir, temporary electric connection until permanent electric connection is obtained and water and sewage connection. The Developer shall bear and pay all the costs for bringing permanent electric connection to the New Building.
- 7.10) The Developer shall, at its own costs and without creating any financial or other liability on the Landowner, construct, erect and complete the New Building in accordance with the sanctioned plan as per the agreed specifications, mentioned in the Schedule below and as may be recommended by the Architect from time to time. Subject to the aforesaid, the decision of the Architect regarding the quality of materials shall be final and binding on the Parties. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class. All costs, charges and expenses including Architect's Fees shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 7.11) Deal with the Developer's Allocation at its free will, for making some commercial gain for which the Landowner shall have no connection whatsoever in respect of any commercial interest, liability, etc.

#### ARTICLE (VIII)- POSSESSION AND POST COMPLETION MAINTENANCE

- 8.1) As soon as the New Building is completed (as certified by the Architect) with occupancy certificate and sewerage connection of Rajpur-Sonarpur Municipality, Developer shall give a written notice to the Landowner requiring the Landowner to take possession of the Landowner's allocation and the Landowner shall take possession within 30 (thirty) days from receipt of the said Notice and from the date thereafter, it will be considered as deemed possession by the Landowner and all the outgoings in respect of Landowner's Allocation will be liability of the Landowner from the date of said possession or deemed possession.

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- 8.2) On and from such date of taking physical possession or deemed possession (Possession Date), the Landowner shall be exclusively responsible for payment of all rates, taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the Landowner's Allocation only provided, however, when such rates are applicable to the whole of the Premises/New Building, proportionate amount of the same shall be paid by the Landowner. The Developer shall be responsible for the balance proportionate amount whether directly or through the Transferees.
- 8.3) The Landowner and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and all Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequence upon a default by the other or others.
- 8.4) The Developer through the individual flat owner shall form a representative body of the Landowner and the Transferees (Association), which shall be in charge of management of all the affairs of the New Building. The Landowner shall become members of the Association for the Landowner's Allocation. After formation of the Association, the Developer shall no longer be responsible for maintenance of the New Building.
- 8.5) For a period of 3 (three) months from the Possession Date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the New Building, upon the Landowner and the Transferees paying and bearing, forthwith on demand, to the Developer, the costs and service charge for such management and maintenance (Maintenance charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 8.6) Should the Landowner or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount

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outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

#### ARTICLE (ix)- COMMON RESTRICTIONS

- 9.1) The landowner's allocation in the proposed building shall be subject to the same restriction and as is applicable to the developer's allocation in the building intended for common benefits of all occupiers of the building. Such restrictions shall be duly incorporated in the transfer deeds of the Landowner's Allocation to third parties and the Developer's Allocation to Third parties (all such Third parties collectively Transferees), which shall include the following :
  - 9.1.1) No Transferee/Occupant of the apartment/spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.
  - 9.1.2) No Transferee/occupant of the New building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Association. However, internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee/Occupant of the New Building shall alter the outer elevation of any Unit or the common portions without written permission of the Association, first had and obtained.
  - 9.1.3) Neither the Landowner nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.

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- 9.1.4) The Landowner nor the Transferee/occupant shall abide by all laws, bye laws, rules and regulation of the government and local bodies 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.
- 9.1.5) The Landowner and the Transferee/occupant shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.
- 9.1.6) Neither the Landowner nor the Transferees/occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the New Building or any part thereof and shall keep the other Transferee/Occupant of the New Building harmless and indemnified from and against the consequences of any breach.
- 9.1.7) Neither the Landowner nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.
- 9.1.8) Neither the Landowner nor the transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.
- 9.2) For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Landowner and the Developer shall permit each other, with or without workmen, at all reasonable times, to enter into and upon



the Landowner's allocation and the Developer's Allocation and every part thereof.

**ARTICLE (x)- LANDOWNER'S OBLIGATION:-**

- 10.1) The landowner do hereby further 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 portion in the building at the said premises in favour of the intending purchaser (s) of flat (s) and/or units in the said building subject to observance and fulfillment of the terms of the instant agreement.
- 10.2) The landowner do hereby agree and covenant with the developer that during the subsistence of the agreement not to let out, grant, lease, mortgage and/or charge or part with possession of the said premises or any portion thereof without the consent in writing of the developer with effect from the date of instant agreement hereof.
- 10.3) The landowner hereto undertakes not to create any kind of mortgage including that of equitable mortgage by depositing the Title Deeds of the said premises/lands or any portion thereof at any time during the substance of the instant agreement.
- 10.4) The landowner to clear up all arrears tax to the municipality in respect of the land mentioned in the First Schedule written below prior to handover the same to the developer. The landowner will also prepare the side plan of the First Schedule property written below.

**ARTICLE (xi)- DEVELOPER'S OBLIGATIONS:-**

- 11.1) The developer doth hereby agrees and covenants with the landowner to complete the construction work of the said multistoried building within 30 (thirty) to 36 (thirty six) months from the date of sanction of building plan by the Rajpur-Sonarpur Municipality in terms of this agreement.
- 11.2) The developer hereby agrees and covenants with the landowner not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the landowner.

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- 11.3) The developer hereby agrees and covenants with the landowner not to do violate or contravene any of the provisions of the building rules as applicable for construction of the said multistoried building.
- 11.4) The developer hereby further agrees and covenants with the landowner not to do any act, deed or thing whereby the landowner is prevented from enjoying, selling, assigning and/or disposing of any portion of the landowner's allocation in the said building.
- 11.5) All persons employed by the Developer for compliance of its obligations hereunder will be deemed to be employees of the Developer who shall be solely responsible for their emoluments and other statutory obligations and the Developer hereby agrees to keep the Landowner indemnified in this regard.
- 11.6) The Developer hereby agrees and covenants with the Landowner not to part with possession of the Developer's Allocation or any part or portion thereof until possession of atleast one flat/unit of the Landowner's Allocation is delivered to the Landowner. Provided, however, this will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.
- 11.7) In case the Transferees of the Units of the Developer's Allocation fail to have registered deed of conveyance in their name or have mutated their name in the records of Rajpur-Sonarpur Municipality, in that case the Landowner will have no liability for those Units in respect of any kind tax/taxes payable to Rajpur-Sonarpur Municipality and other authorities.
- 11.8) In the case the construction work gets obstructed by any law of the land and/or any Statutory Rules without any fault on the part of the Landowner, the Developer shall cure the defects and/or remove the obstructions so caused at its own cost and expenses and in any event, the Developer shall complete the development project within the time specified above in this agreement.

**ARTICLE (xii)- LANDOWNER'S INDEMNITY:-**

- 12.1) The landowner hereby undertakes that the developer shall be entitled to do all necessary works for completion of the construction work of the said multi storied building and shall enjoy it's allocated space without any interference or





disturbances on the part of the landowner and his agents provided the developer performs and fulfils all the terms and conditions of this agreement.

**ARTICLE (xiii)- DEVELOPER'S INDEMNITY:-**

- 13.1) The Developer hereby undertakes to keep the Landowner indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the proposed multistoried Building and/or for any defect therein or development of the said premises.
- 13.2) The Developer hereby undertakes to the Landowner to keep the Landowner indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Developer on behalf of the Landowner on the strength of powers and authorities given to the Developer by the Landowner.

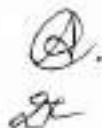
**ARTICLE (xiv)- MISCELLANEOUS:-**

- 14.1) The landowner and the developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the developer and the landowner or as a joint venture between the parties hereto in any manner nor shall parties constitute an association of persons.
- 14.2) Immediately after possession of the said premises is handed over by the landowner to the developer, the developer shall be entitled to start construction of the said building on the said premises in accordance with the sanctioned building plan.
- 14.3) It is understood that from time to time to facilitate the construction work of the building by the developer various deeds, matters and things not herein specified may be required by the developer for which the developer may need other documents relating which specific provisions have not been mentioned here and to meet up such situation the landowner doth hereby, undertakes further that they, if required, shall do all such acts, deeds matters and things and shall execute any such additional papers, documents as may be required by the developer with prior written consent of the landowner provided that all such

*A.*  
*g*

acts, deeds, matters and things do not in any way infringe the rights of the landowner and/or go against the spirit of the present agreement.

- 14.4) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the developer by the landowner or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license in favour of the developer to develop the same in terms of this agreement.
- 14.5) The landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the developer's allocation and the developer alone shall be liable to make payment of the same and keep the landowner indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.
- 14.6) Any notice required to be given by the developer to the landowner shall without prejudice to any other mode of service available be deemed to have been served on the landowner if delivered by hand and duly acknowledged or served by prepaid registered post at proper address with due acknowledgement and shall likewise be deemed to have been served on the developer by the landowner if delivered by hand and acknowledged or served by prepaid registered post at proper address with due acknowledgement to the registered office of the developer.
- 14.7) The developer and the landowner shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the landowner hereby agree to abide by all the rules and regulations to be framed by any society/ association/ holding organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations. The said will be guided by the West Bengal Apartment Act.
- 14.8) The name of the building shall be given by the Owner and Developer upon mutual discussion in course of time.
- 14.9) With effect from the date of delivery of possession of the landowner's allocation subject to the adjustment of Rs. 6,50,000/- (Rupees Six Lacs Fifty





Thousands only) as mentioned in details contained in the Second Schedule Part-II written herein below, the landowner will by virtue of these presents, automatically become the owner of the landowner's allocation and no further deed, instrument or writing shall be required to confer title in respect of the landowner's allocation unto the owner.

- 14.10) As and from the date of completion of the building as well as upon the delivery of possession, the developer and/or its transferees and the landowner and/or his transferees shall each be liable to pay and bear proportionate charges on account of Municipal rates and charges and other Government/Statutory taxes & outgoing payable in respect of the respective allocation. In cases of purchasers of Developer's allocation, where the intending purchaser want to take loan, the land owner should present the original documents to appropriate authorities whenever required.
- 14.11) The landowner shall deliver photo copies of all the title deeds and other papers and documents relating to the said premises simultaneously with the execution of these present to the developer.
- 14.12) That the existing building will be demolished by the developer at his own cost and expenses and at his own risk and liabilities and the building materials will be disposed of by the developer at his own choice and will in that case owner shall not claim any amount for the same.
- 14.13) That the developer before taking possession of the said premises from the landowner in terms of this agreement to start the construction work of the proposed multistoried building, shall make payment of Rs. 1,000/- within 10<sup>th</sup> day of every month till handing over possession of the Landowner's allocation in favour of the landowner. The said sum as would be paid by the developer to the landowner till handing over possession of the Landowner's allocation in favour of the landowner, shall be refunded by the landowner to the developer by adjusting the half of the amount so paid in total by the developer with the consideration of the flats/units of the landowner's allocation.

#### ARTICLE (xv) - DEFAULTS

- 15.1) Subject to Force Majeure reasons, in the event the Developer fails and/or neglects to construct, complete, finish the New Building and hand over physical possession of the Landowner's Allocation to the Landowner within a period of 30 (thirty) to 36 (thirty six) months from the date of sanction of plan by the Rajpur-Sonarpur Municipality, this Agreement is terminable/determinable by the Landowner.




- 15.2) In the event the Landowner fails and/or neglects to perform any of his obligations under this agreement, then the Developer shall be entitled to claim damages from the Landowner.

#### ARTICLE (xvi) - GOVERNING LAWS

- 16.1) The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body, etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

#### ARTICLE (xvii)- FORCE MAJEURE:-

- 17.1) Force Majeure shall mean - acts of god, natural calamity and other eventualities, which are beyond control of human beings that cannot be reasonably anticipated or controlled (Force Majeure).
- 17.2) The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

#### ARTICLE (xviii) - AMENDMENT/MODIFICATIONS

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

#### ARTICLE (xix)- JURISDICTION

- 19.1) The courts of South 24-Parganas, including any other forum and/or High Court alone shall have the jurisdiction to entertain and determine of actions, suits and proceedings arising out of these presents agreement between the parties hereto.

#### ARTICLE (xx)- COUNTERPARTS

- 20.1) This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute an instrument and agreement between the parties.



### ARTICLE (xxi) - RULES OF INTERPRETATION

21.1) Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

### THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land to be developed)

**ALL THAT** piece and parcel of Bastu land measuring an area 5 Cottahs more or less including old structure lying and situated at Mouza Rajpur, R.S. Khatian No. 2155 and 2394, Dag No. 505, J. L. NO. 55, P.S. Sonarpur, ADSR at Sonarpur, District Registrar at Alipore, District- South 24 Parganas within the local limit of Rajpur-Sonarpur Municipality in Ward No. 16, Holding No.5, P. L. Chakraborty Road.

### BUTTED AND BOUNDED

<u>On the North:</u>	By the plot of Debasis Chakraborty
<u>On the South:</u>	19 foot wide municipal lane
<u>On the West:</u>	8 foot wide common passage
<u>On the East:</u>	By the house of Kalisadan Chakraborty

### THE SECOND SCHEDULE ABOVE REFERRED TO

#### PART - I

**LANDOWNER'S ALLOCATION:-** In consideration of the premises and in consideration of the Owner's permission and/or allowing the Developer herein to develop the said premises in the manner and on the terms and conditions herein before and hereinafter agreed and recorded, the Developer herein entrusted to erect a residential building complex known as "...Apartment" at Holding No. 5 P. L. Chakraborty Road under Ward No. 16 of the Rajpur-Sonarpur Municipality, P.S. Sonarpur, District- South 24 Parganas as more fully and particularly described in the Schedule "A" hereunder written at the cost and expenses of the Developer in accordance with the sanctioned plan of the Rajpur-Sonarpur Municipality and/or on the basis of the plan as to be renewed and/or revised and/or newly sanctioned plan of the Rajpur-Sonarpur Municipality or such authority or authorities who are empowered to sanction the plan upon the said premises and shall allot in favour of the landowner as and by way of Landowner's Allocation as follows:-

*(Signature)*  
*(Signature)*





- 1) The landowner will get total area of 2600 sq. ft. out of the entire said premises comprising of a front side unit/flat with an area of 700 sq. ft. on the first floor, a unit/flat with an area of 650 sq. ft. on the second floor, a unit/flat with an area of 650 sq. ft. on the third floor, a front side shop with an area of 150 sq. ft. on the ground floor and three numbers of garages with an area of 150 sq. ft. each as per building plan approved by the landowner and to be sanctioned by the Rajpur-Sonarpur Municipality. The area will be given in the form of self contained residential Flats in habitable condition over the A-schedule of property, as per specification stated in the Third Schedule hereunder written.
- 2) That the developer will also pay a sum of Rs. 6,50,000/- (Rupees Six Lacs Fifty Thousands) only, out of which, Rs. 5,00,000/- by cheque and Rs. 1,50,000/- be cash to the landowner as interest free refundable money to be adjusted towards sale proceeds of landowner's allocation by the developer. The developer will adjust the amount of Rs. 6,50,000/- from the consideration money that will be received by the developer by selling the landowner's allocation on behalf of the landowner.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

##### PART - II

**DEVELOPER'S ALLOCATION-** The Developer hereto in consideration of developing/promoting the said premises as stated in the First Schedule hereinabove by raising the construction of multistoried building over and above the same will be entitled to have the allocation in the manner as follows:-

The developer will be allocated area of the sanctioned area for construction as per building plan, from ground floor to the top floor excluding the portion as morefully described in the Second Schedule Part - I herein above, so to be sanctioned by the Rajpur-Sonarpur Municipality. The Developer shall have right to raise further floor over the top floor of the multistoried building project after obtaining revised sanction plan from Rajpur-Sonarpur Municipality. The Developer shall have exclusive right to transfer/sell the flats and apartments and also shop rooms with common facilities and amenities to his/their nominated person/persons from the Developer's allocation at such consideration money as to be determined by the Developer alone and the land owner have nothing to object against such transfer.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Specification of work Schedule)

- 1) **FOUNDATION**- R.C.C. Foundation in all flats and framed structure each floor.
- 2) **BRICK WALL**- Outside wall will be made of 8" and all inside wall will be made of 5" or 3".
- 3) **FLOOR**- All floor will be Marble/Tiles flooring with 6" Marber skating include varandah/ Balcony the cost of difference between the two would be paid by the person who has made the change and it will be assessed by an authorised Engineer/Estimator.
- 4) **WINDOW**- All windows are to be made of M.S. (Steel) frame with M.S. Grill of proper gage fitted glass panes and G.I. Handles.
- 5) **DOORS**- Door, frames are of good quality wood, main door from good quality wood remaining door will be flash door, provided with mortick lock. Main Gate covered with Collapsible.
- 6) **KITCHEN**- Cooking platforms are to be made with black stone and 5'height above the platform to be covered facing one tap water connection and the second one just under sink at the convenient low level and one exhaust fan.
- 7) **DINING SPACE**- One stand Basin will be provided at dining space (white) and Aqua guard point.
- 8) **TOILET**- Two marbel floor with six ft height in wall be covered with glazed tiles. One toilet (bigger one) will be provided with an Indian type pan 6" conceal line with steel cock and shower line will be provided at each toilet with conceal wiring. Three (3) water tap connections will be provided one for basin, one for shower and another for to be fitted with just by the said pan at the convenient level and one loft in the one bath-room. Gizer line (conceal) also provided fitted with tap for bigger one. The second Toilet (Smallest one) is to be provided with commode white, others are to be provided as the bigger one.
- 9) **ELECTRICAL WORK**- All electrical works are to be made of conceal wiring, each room will be provided with five points, three points in Kitchen, toilet and varandah/balcony, one point on each. All flats will have to be made concealed wiring.
- 10) **ELECTRICAL LINE**- Electrical Service connection from C.E.S.C. Main line and electric meter in the name of purchaser shall be brought by the purchaser at his own cost. The Developer cum Vendor at his own shall give only a common electric meter.





The Landowner will get Two meters (normal) at her allocation at the cost of the developer from CESE.

- 11) INTERIOR WALL DECORATING: Interior wall will be furnished with plaster of paris.
- 12) EXTERIOR WALL DECORATING: Exterior wall will be of the building be furnished with attractive colour cement paint like snow shem & others.
- 13) WATER SUPPLY: 24 hour water supply from well pumping service.
- 14) EXTRA WORK: All extra works other than standard schedule shall be charged for as decided by the vendor cum developer or his authorised Engineer and such amount of extra work shall be before the execution of such work.
- 15) GRILL: Balcony/Varandah covering by full grill.

#### EXECUTION AND DELIVERY :

In witness whereof the Parties have executed this Agreement on the date mentioned above.

#### SIGNED SEALED AND DELIVERED

by the LANDOWNER of the First Part at  
Kolkata in presence of:

1. *Asis Chakrabarty*

2. *Kanchan Chakrabarty*

*Debasis Chakrabarty*  
LANDLORD

#### SIGNED SEALED AND DELIVERED

by the DEVELOPER of the Second Part at  
Kolkata in presence of:

1. *Asis Chakrabarty*

2. *Kanchan Chakrabarty*

*Asis Chakrabarty*  
DEVELOPER

Draft is prepared in my office  
*Paramita Chakrabarty*  
Advocate, Kolkata



## MEMORANDUM OF CONSIDERATION

Received of and from the within-mentioned developer a sum of Rs. 5,00,000/- (Rupees Five Lacs) out of Rs. 6,50,000/- (Six Lacs Fifty Thousands) as a part of Landowner's allocation as morefully described in Second Schedule above by A/c Payee cheque bearing No. 092261 dated 20/3/13 for Rs. 3,00,000/- (Rupees Three Lacs) drawn on SBI Bank, n.s. Ro. Branch payable at Kolkata and by A/c Payee cheque bearing No. 22802 dated 20/3/13 for Rs. 2,00,000/- (Rupees Two Lacs) drawn on U.B.I. Bank, Rajpur, Branch payable at Kolkata.

WITNESS:

1. Asis Bhattacharya, Adv.

2. Kanchan Chakraborty

Received

Debasis Chakraborty  
[DEBASIS CHAKRABORTY]

## MEMORANDUM OF CONSIDERATION

Received of and from the within-mentioned developer a sum of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand) as the balance of Landowner's allocation as morefully described in Second Schedule above by cash.

WITNESS:

1. Asis Bhattacharya Adv.  
3rd Criminal Court

2. Kanchan Chakraborty  
Durgaram Kay Square, P.O. Rajpur  
P.S. Sonarpur, Kot. 700149.

Received

Debasis Chakraborty  
[DEBASIS CHAKRABORTY]

Debasis Chakraborty

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PHOTO	left hand					
	right hand					












Name.....

Signature.....

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	left hand					
	right hand					

Name..... *Asis Choknang* .....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... *Delos Chakantay* .....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name.....

Signature.....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 13  
Page from 1613 to 1641  
being No 02401 for the year 2013.



*Ashoke Kumar Biswas*

(Ashoke Kumar Biswas) 22-March-2013  
DISTRICT SUB-REGISTRAR-IV  
Office of the D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal