

427/19

I-397/2019

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES



18/1 पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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6-5/1506-0-9037/2019
V.C. Case No. 50/2019

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to registration. The Signature Sheet and
endorsement Sheet attached to the
document are the part of the document.

Additional District Sub-Registrar
Comptroller, Dum Dum, 24-Pg. (North)

21 JAN 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 18th day of January, Two Thousand
Nineteen (2019) of the Christian Era at Kolkata.



BY AND BETWEEN

(1) **SMT JHUMUR DAS alias JHUMUR SENGUPTA (PAN: BNCPD4022K)**, daughter of Late Direndra Nath Sengupta, by occupation- Housewife, (2) **SRI BASUDEB SENGUPTA (PAN: KULPS0760L)**, son of Late Birendra Nath Sengupta, by occupation – Business, (3) **SRI SUBIR SENGUPTA (PAN:BOXPS2719L)**, son of Late Birendra Nath Sengupta, by occupation- Service, (4) **SRI SAMIR SENGUPTA (PAN: ALRPS0850J)**, son of Late Birendra Nath Sengupta, by occupation- Service, (5) **SRI DIPAK SENGUPTA (PAN: IILPS2139K)**, son of Late Narendra Nath Sengupta, by occupation- Business, (6) **SRI SWAPAN SENGUPTA (PAN: DBTPS7753D)**, son of Late Narendra Nath Sengupta, by occupation- Business, (7) **SRI TAPAN SENGUPTA (PAN: KULPS0758A)**, son of Late Narendra Nath Sengupta, by occupation- Business, all are by faith- Hindu, by Nationality- Indian, residing at 11/8, Nagendra Nath Road, Laha Colony, P.O- & P.S.- Dum Dum, Kolkata- 700028, Dist- 24 Parganas (North), hereinafter called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives successors, and/or assigns) of the **ONE PART.**

AND

M/S S D P NIRMAN a Proprietorship firm having its registered office at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), being represented by its Proprietor namely **SMT. PRATIMA SEN (PAN:- DAPPS9803D)** wife of Sri Shyamal Chandra Sen, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **her** heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS, after the partition of India in 1947 A.D., a large number of residents of the former East Pakistan (Now Bangladesh) crossed over and came to territory of the state of West Bengal from time to time due to force of circumstances beyond their control and a considerable number of such immigrants were compelled by circumstances to use vacant lands in urban areas surrounding Kolkata for their own homestead purpose.

AND WHEREAS Lilabati Sengupta, wife of Late N.N. Sengupta, Birendra Nath Sengupta Now deceased and Jumur Sengupta Jointly occupied a piece of or parcel vacant land admeasuring 2 (Two) Cottaha 11 (Eleven) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza – Satgachi, Parts of E.P. No. 23, C.S. Plot No. 1490 (P), J. L. No. 20, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, (morefully described in Schedule hereunder written) and built a house or hutment, out of their own money, in or over the said land and, such land with house or hutment built thereon was then known as “Laha Colony” within the jurisdiction of the South Dum Dum Municipality.

AND WHEREAS, the Government of West Bengal, approached by several such refugees from the said former East Pakistan formulated a scheme for re-settlement and rehabilitation of such refugees on the respective piece of urban vacant land, occupied and used for homestead purposes by each of such displaced persons and, in implementation of such scheme, the State Government of West Bengal acquired lands for distribution amongst such occupiers.

AND WHEREAS, in pursuance of the said scheme, the Deputy Director, Development, Refugee Relief and Rehabilitation Directorate, Government of West Bengal, acting under authority of the Governor of the State of West Bengal, executed on the 28th day of August, 1987 A.D. by dint of a DEED OF GIFT, registered in Book No.1, Volume No. II, Pages 185 to 188, Being No. 122 for the year 1987, at the Office of Additional District Registrar Barasat, North 24 Parganas, in favour of the aforesaid named Lilabati Sengupta, Birendra Nath Sengupta, Now deceased and Jhumur Sengupta by way of absolute Gift-gave, granted and transferred unto them all that piece or parcel of land measuring 2 (Two) Cottaha 11 (Eleven) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza – Satgachi, Parts of E.P. No. 23, C.S. Plot No. 1490 (P), J. L. No. 20, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, to have and to hold the said piece and parcel of land as homestead land or howsoever otherwise the said land, hereditaments and premises being butted and bounded as described therein the said 'Deed of Gift' together with all ways paths, passages, easements, appurtenants, privileges and appendages thereto, to the use of the said Lilabati Sengupta, Birendra Nath Sengupta Now deceased and Jumur Sengupta forever with covenants that they may and shall at all times peaceably and quietly possess and enjoy the said land subject to the condition that they will not have the right to double transfer or alienate the said land and without obtaining prior written permission within a period of 10 (ten) years from the date of the said Deed of Gift.

AND WHEREAS the said Birendra Nath Sengupta died on 28th day of December, 2004 intestate leaving behind his three sons namely Sri Basudeb Sengupta, Sri Subir Sengupta, Sri Samir Sengupta and Two daughter Ratna sengupta and Manu sengupta as his legal heirs and successors as per Hindu Succession Act- 1956, who subsequently inherited jointly 1/3rd undivided share of the aforesaid property left by their father Birendra Nath sengupta according to Hindu Succession Act.

AND WHEREAS Ratna sengupta and Manu sengupta transferred their undivided 2/5th share measuring total area of 258 (Two hundred fifty eight) Sq. Ft. along with 100 (one hundred Sq. Ft. Kancha structure by way of a Deed of Gift in favour of their brother namely Sri Basudeb Sengupta, Sri Samir Sengupta on this day, which is duly registered at office of the Additional District sub Registrar at cossipore Dum Dum and recorded in Book No. 1, Being No. 52 for the year 2019 and thereafter the said Sri Basudeb Sengupta, Sri Subir Sengupta, Sri Samir Sengupta became the absolute owners and possessor of their undivided share measuring 645 (Six hundred forty five) Sq. Ft., which is morefully and particularly mentioned in the Schedule hereinunder below.

AND WHEREAS the said Lilabati Sengupta died on 6th day of February, 2015 intestate leaving behind her three sons namely Sri Dipak Sengupta, Sri Swapan Sengupta, Sri Tapan Sengupta and Three daughters Gouri Dasgupta, Shibani Dasgupta and Dipti Dasgupta as her legal and successors by who subsequently inherited jointly 1/3rd undivided share of the aforesaid property left Lilabati Sengupta according to Hindu Succession Act- 1956.

AND WHEREAS Gouri Dasgupta, Shibani Dasgupta and Dipti Dasgupta transferred their undivided 3/6th or 1/2th share measuring total area of 322.5 (Three hundred twenty two point five) Sq. Ft. along with 100 (one hundred Sq. Ft. Kancha structure by way of a Deed of Gift in favour of their brothers namely Sri Dipak Sengupta, Sri Tapan Sengupta on this day, which is duly registered at office of the Additional District sub Registrar at cossipore Dum Dum and recorded in Book No. 1, Being No.46 for the year 2019 and thereafter the said Sri Dipak Sengupta, Sri

Swapan Sengupta, Sri Tapan Sengupta became the absolute owners and possessor of their undivided share measuring 645 (Six hundred forty five) Sq. Ft., which is morefully and particularly mentioned in the Schedule hereinunder below.

AND WHEREAS thereafter said Smt. Jhumur Sengupta, Sri Basudeb Sengupta, Sri Subir Sengupta, Sri Samir Sengupta, Sri Dipak Sengupta, Sri Swapan Sengupta and Sri Tapan Sengupta became the Jointly owners of land morefully and particularly mentioned in the first schedule herein below and exclusive possessor in respect of aforesaid property and absolutely seized and possessed of the same free from all sorts of encumbrance together with right to develop the same and to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the owners shall think fit and proper.

AND WHEREAS thereafter Smt. Jhumur Sengupta, Sri Basudeb Sengupta, Sri Subir Sengupta, Sri Samir Sengupta, Sri Dipak Sengupta, Sri Swapan Sengupta and Sri Tapan Sengupta being absolute owners of the First Scheduled mentioned property and the present land owners have decided to develop **their** land with the help of other part being the Developer - Promoter who is interested to invest fund for developing the said land by way of constructing multi-storied building.

AND WHEREAS the Developer/Promoter approached the present land owners Smt. Jhumur Sengupta, Sri Basudeb Sengupta, Sri Subir Sengupta, Sri Samir Sengupta, Sri Dipak Sengupta, Sri Swapan Sengupta and Sri Tapan Sengupta of regarding its intention to develop the land of the One Part by constructing a multi storied building after compliance of all the legal formalities and also will invest necessary funds from its own which will be required from time to time for constructing the multi storied building on the vacant land as per terms and conditions expressed hereunder.

AND WHEREAS after negotiation with the present land owners Smt. Jhumur Sengupta, Sri Basudeb Sengupta, Sri Subir Sengupta, Sri Samir Sengupta, Sri Dipak Sengupta, Sri Swapan Sengupta and Sri Tapan Sengupta the other part have agreed to development work upon the land after getting necessary approvals from the competent authority, part by part on the said land.

NOW THE INDENTURE OF AGREEMENT WITNESSETH that the premises as aforesaid and in pursuance of the Agreement agreed by and between the parties thereto as follows:

1. **DEFINATION:** Unless there is anything repugnant to the subject or context:
 - (a) **OWNERS** shall mean (1) **SMT JHUMUR DAS alias JHUMUR SENGUPTA (PAN: BNCPD4022K)**, daughter of Late Dharendra Nath Sengupta, by occupation- Housewife, (2) **SRI BASUDEB SENGUPTA (PAN: KULPS0760L)**, son of Late Birendra Nath Sengupta, by occupation – Business, (3) **SRI SUBIR SENGUPTA (PAN:BOXPS2719L)**, son of Late Birendra Nath Sengupta, by occupation- Service, (4) **SRI SAMIR SENGUPTA (PAN: ALRPS0850J)**, son of Late Birendra Nath Sengupta, by occupation- Service, (5) **SRI DIPAK SENGUPTA (PAN: IILPS2139K)**, son of Late Narendra Nath Sengupta, by occupation- Business,(6) **SRI SWAPAN SENGUPTA (PAN: DBTPS7753D)**, son of Late Narendra Nath Sengupta, by occupation- Business, (7) **SRI TAPAN SENGUPTA (PAN: KULPS0758A)**, son of Late Narendra Nath Sengupta, by occupation- Business, all are by faith- Hindu, by Nationality- Indian, residing at 11/8, Nagendra Nath Road, Laha Colony, P.O- & P.S.- Dum Dum, Kolkata- 700028, Dist- 24 Parganas (North), and **their** heirs, successor, administrator, executors, legal

representatives and assigns.

(b) DEVELOPER shall mean **M/S S D P NIRMAN** a Proprietorship firm having its registered office at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), being represented by its Proprietor namely **SMT. PRATIMA SEN (PAN:- DAPPS9803D)** wife of Sri Shyamal Chandra Sen, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North) and **her** respective legal heirs, executors, administrators representatives and assigns.

(c) TITLE DEEDS shall mean all the documents referred to herein before.

(d) PREMISES shall mean the all that piece or parcel of land measuring 2 (Two) Cottaha 11 (Eleven) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza – Satgachi, Parts of E.P. No. 23, C.S./R.S./L.R. Plot No. 1490 (P), J. L. No. 20, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, more fully and particularly mentioned and described in the First Schedules here under written.

(e) BUILDING shall mean the multi storied buildings to be constructed on the said premises by the promoter/developer.

(f) COMMON FACILITIES AND AMENITIES shall include Corridors, hall, ways, passage way, driveways, common lavatories, Pump Room, under-ground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, provisions maintenance and/or management of the building.

(g) SALEABLE SPACE - shall mean the space in the building available independent use and occupation after making the due provisions for common facilities and the space required thereof.

(h) OWNER ALLOCATION shall mean that the owner entitle to get Residential Flat in the name of (1) Dipak Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Ground Floor and measuring 100 (one hundred) Sq. Ft. Super Built-up area in the Ground Floor (West Side), Consisting of 1 (One) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (2) Swapan Sengupta – Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the First Floor and measuring 200 (Two hundred) Sq. Ft. Super Built-up area in the First Floor (North West Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (3) Tapan Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Fourth Floor (North East Side), Consisting of 1 (One) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (4) Basudeb Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Fourth Floor and measuring 100 (one hundred) Sq. Ft. Super Built-up area in the Fourth Floor (South Side), Consisting of 1 (One) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (5) Subir Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the First Floor and measuring 200 (Two hundred) Sq. Ft. Super Built-up area in the First Floor (South Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one)

Balcony and 1 (one) Kitchen. (6) Samir Sengupta - Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the First Floor and measuring 200 (Two hundred) Sq. Ft. Super Built-up area in the First Floor (North East Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (7) Jhumur Das - Residential Flat measuring 450 (Four hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Ground Floor (East Side) 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen and one flat measuring 600 (Six hundred) Sq. Ft. Covered area (Excluding Stair and lift area) in the Fourth Floor (North West Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 2 (Two) Toilet, 1 (one) Balcony and 1 (one) Kitchen. After getting the owners allocation the owners will execute a Deed of Partition by and between the owners and separate their share and the cost will bear by Owners and allocation will take effect after the execution of the said Partition Deed. Which is to be allocated to the owner as the part allocation in accordance with the terms and conditions of these presents, including proportionate impartial share of beneath land and the common facilities and amenities and to pay maintenance charges on pro rata basis, as fully and particularly set out in the Fourth and Fifth Schedule hereunder written.

(i) DEVELOPER'S ALLOCATION shall mean the remaining constructed area of the building to be constructed on the said premises after allocation give to the owners including proportionate share in the common facilities and amenities on pro rata basis.

(j) THE ARCHITECT shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises,

(k) BUILDING PLAN would mean such plan prepared by the Architect at the cost of Developer for the construction of the building and sanctioned by the South Dum Dum Municipality and/or any other competent authorities as the case may be.

(1) TRANSFER with the grammatical variations shall include possession under an agreement or part performance of a contract and by any other means and also as denned u/s. 2(47)(i) to (vi) 269 UA (a) f(I) & (II) of the Income Tax Act, 1961 although the same may not amount to a transfer within the meaning to Transfer of Property Act, 1882.

(m) TRANSFeree shall mean a person, firm, limited company, association of persons or body of individuals to whom any space in the building to be transferred.

(n) WORDS importing singular shall include plural and vice versa.

2. THE AGREEMENT shall be deemed to have commenced on and with effect from this day of execution of this indenture.

3. THE OWNERS DECLARE AS FOLLOWS :-

(a) That, they are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.

(b) That the said premises is free from all encumbrances charges, lispences, attachment, trusts, acquisition, requisitions, whatsoever or howsoever.

(d) That there is no excess vacant land at the said premises within the meaning of Urban Land (Ceiling and

Regulation) Act, 1976.

4. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT AS:

- (a) That the owners hereby grant exclusive right to the Developer to undertake construction on the said premises in accordance with the plan to be sanctioned by the South Dum Dum Municipality.
- (b) That all applications plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owners at the Developer's own costs and expenses.
- (c) That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right title or interest in respect of the said premises- in favour of the Developer other than an exclusive license or right to the Developer to do or refrain from doing acts and things in terms of hereof and to deal with the developer's allocation.
- (d) That from the date of execution of these presents the owners shall hand over possession of the said premises to the Developer as per above stated conditions.
- (e) That the owners shall grant to the Developer a Registered Development Power of Attorney as may be required for the purpose of all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the South Dum Dum Municipality.
- (f) The owners and the Developer shall be exclusively entitled to their respective share allocation in the Building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the other and none of the parties shall in any way interfere with or disturb the quiet and peaceful possession of the others allocation.
- (g) That in so far as necessary all dealings by the Developer in respect of the Building including agreements for sale or Deed of sale, transfer concerning Developer's allocation shall be in the name of the owners for which purpose the owners undertake to give the Developer a Registered Development Power of Attorney in a form and manner required by the Developer PROVIDES HOWEVER the same shall not create any financial liability upon the owners in any manner whatsoever.
- (h) That the developer shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned plan and conforming to such specifications as are mentioned in the Fourth Schedule hereunder written and may be recommended by the Architect from time to time appointed for purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto.
- (i) That the Developer shall install in the said building at its own costs pump operated deep tube well. water storage tanks, overhead reservoir, electric wiring and installation and other facilities as are required to be provided in the new building constructed for sale of flats therein on Ownership basis and as mutually agreed.
- (j) That the Developer shall be authorised in the name of the owners in so far as is necessary to apply for and to obtain temporary and permanent connections of drainage, sewerage, and/or other facilities if any required for the construction and / or enjoyment of the building,
- (k) That the Developer shall at its own costs and expenses and without creating any financial or other liability upon

the owners construct and complete the said new building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer subject to have prior permission of the owners and provided however no alteration or modification shall be made in the owners allocation without the consent of the owner in writing PROVIDED FURTHER if such alteration or modification is caused the instance of the appropriate authorities the owners shall not refuse to give their consent thereon,

(l) That on and from the date of making over possession the municipal rate, registration, mutation, and taxes as also other outgoing in respect of the said premises and till handing over owners allocation in the newly constructed building shall be borne and paid by the developer and all outstanding dues on account of municipal rates and taxes as also other outgoing up to the date of delivery of possession shall remain the liability of the owners and shall be borne and paid by the owners jointly.

5. IT IS FURTHER AGREED BY AND BETWEEN THE OWNERS AND DEVELOPER AS FOLLOWS:

(a) That as soon as the building is completed, the Developer shall give written notice to the owners requesting the owners to take possession of the owners allocation in the building and after 90 (Ninety) days from the date of service of such notice and all times thereafter the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates duties and other public outgoings impositions whatsoever, payable in respect of the owners allocation PROVIDED THAT the said rates to be appropriated pro rata with reference to the saleable space in the building if they are levied on the building is a whole.

(b) That the owners and Developer shall punctuality and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the ease may be consequent upon a default made by either of them.

(c) That on the date of service of notice of possession the owners shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to the owners allocation, such charges are to include proportionate share of premium of the insurance of the building, water, fire and scavenging charges and taxes, lights, sanitation repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, pumps, motors and other electrical and mechanical installations, appliances and equipment, stairways, corridors, halls, passageways, gardens, parkways and other facilities whatsoever may be mutually agreed from time to time PROVIDED THAT if any additional insurance premium costs and expenses by way and maintenance is required to be incurred for the building by virtue of any particular use and/or in the accommodation within the owners allocation or any part thereof the owner shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer.

(d) That neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying of any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyances or hazards to the other purchasers/occupiers of the apartments or the buildings.

(e) That neither party shall make any structural alteration in their respective allocation without the previous consent of the other, PROVIDED HOWEVER such alteration shall always be made with the approval of the

appropriate authority as may be required for the purpose.

(f) That neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless —

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

ii) The proposed transferee shall upon an express covenant remain bound by the terms and condition of these presents and pay all and whatsoever shall be payable in relation to the area in his/her possession.

(g) That both parties shall abide by all statutory rules and regulations, bye laws etc. as the case may be and shall be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

(h) That the respective allottees shall keep at all times the interior walls, i.e. sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in perfect working conditions and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them, and/or the occupiers of the building indemnified from and against the consequences of any breach arising there from.

(I) That neither party shall do any cause or permit to be done any act or thing, which may render void and void able any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

(j) That articles of display or otherwise shall not be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places for common use in the buildings.

(k) That neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or about the buildings or in the compounds, corridors or any other portion or portions of the buildings.

(l) That the owners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the owners allocation and every part thereof for the purpose of repairing maintaining rebuilding, clearing, lighting and testing drains and water pipes and electric wires and for any similar purpose.

6. THE OWNERS HEREBY AGREED AND COVENANT WITH THE DEVELOPER AS FOLLOWS:

a) Not to cause any interference or hindrance regarding construction of the said building at the said premises by the Developer.

b) Not to do any act, deed or things whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the buildings at the said premises. Not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developers during the period of construction, shall remain bound to execute a Registered Development Power of Attorney empowering the Developer to execute all such agreements for sale or transfer for and on behalf for the owners concerning the Developer's allocation of the building at the said premises.

c) The mutation works shall completed by the Developer and cost will bear by Owners.

1. THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS AS FOLLOWS:

- a) To complete the construction of the building within **24** (Twenty four) months from the date of sanctioning of the plan and also provide Completion certificate within 30 (Thirty) months from signing of this agreement.
- b) Not to transfer and/or assign the benefits of this Agreement or any portion thereof without the consent in writing of owners.
- c) Not to violate or contravene any of the provisions or rules, applicable to construction of the said building.
- d) Not to do any act, deed or things whereby the owners are prevented from enjoying selling, assigning, and/or disposing of any of the owners allocation in the Building at the said premises.
- e) Not to part with possession of the Developer's allocation or any portion thereof unless possession of the owners allocations is/are delivered to the owners PROVIDED HOWEVER IT WILL NOT PREVENT THE Developer from entering into any agreement for sale of transfer or to deal with the developer's allocation.
- f) To keep the owners indemnified against all third party claims and actions arising out of any sort of act of commission of the Developer in relation to the construction of the said building.
- g) To keep owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.
- h) In case of any incident or accident happened or occurred or took place on the premise during the construction, in that event the Developer shall be entirely responsible or liable for that untoward incident or accident and therefore the Developer shall have to arrange or take adequate measure to avoid any incident or accident. The owners shall have no responsibility and/ or liability in this regards.

8. MUTUAL COVENANTS AND INDEMNITIES:

- a) The owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference of disturbance provided the Developer performs and fulfils all the terms and conditions herein contained, and/or its part to be observed and performed,
- b) The owners and the Developer there by declare that they have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construction as a Partnership between them it will be deemed as a Joint Venture in any manner nor shall the parties hereto constitute an association of persons.
- c) The owners shall do or execute or cause to be done or execute all such further deeds matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the owners including any such addition Power of Attorney and/or authorization us may be required for the purpose PROVIDED that all such acts, deeds, matters and things shall not in any infringe on the rights-or the owner and/or go against the spirit of these presents.
- d) The owners shall not be liable to pay any Income Tax, Wealth Tax or any other Taxes in respect of the Developer's allocation which shall be the liability of the Developer who shall keep the owners indemnified against all actions, suits, proceeding, costs, charges and expenses in respects thereof.

- e) Any notice required to be given by either of the parties to the other of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledgement due to the last known or records address of the party concerned.
- f) The Developer and other owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/Association and/or any other organization who will be in charge if such management of the affairs of the building or buildings and/or common pails thereof.
- g) The name of the building shall be settled by and between the parties as **PRIYO VILLA**.
- h) 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 owners 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 do the acts in things expressly provide herein as also in the Registered Development Power of Attorney to be given to for the purpose PROVIDED HOWEVER the Developer be entitled to raise fund from any Bank or Banks without creating any financial liability upon the owners for affection their estate and interest in the said premises and for that purpose the Developer shall keep the owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- i) As and from the date of completion of the building the Developer and/or its transferee and the owners and/or their transferees shall each be liable to pay and bear proportionate charge on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.
- j) The owners shall have the equal right, title, and/or interest with the other occupants in respect of the roof of the proposed building after its construction PROVIDED HOWEVER that the intending buyer of flats and other units of the proposed building and other occupants of such building shall have the same right of the roof for the purpose of their use and or inspection of the overhead water tank and also for the purpose of installation of T.V. Antenna etc. and for adjustment and readjustment of such antenna.
- k) The Developer will pay a sum of Rs. 5000/- (Five thousand) only to each of the as rent for 7 (Seven) owners each of as the rent for alternative suitable accommodation in every month from vacating the possession and till the date of handing over the possession of land owners' allocations.
- k) The Developer will provide only those nos. of the existing Electric meter which installed in the said premises.
- l) Be it mentioned that if the owners area of the will increase in that event owners are liable to pay Rs. 3000/- (Three Thousand) only for per sq. ft. and area of the will Decrease in that event owners will get Rs. 3000/- (Three Thousand) only for per sq. ft..

9. LIQUIDATED DAMAGES & PENALTY:

- a) The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majure conditions, i.e. Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Strike, and/or any other act or commission beyond the control of the parties hereto, provided however, if such delay shall continue for a period of 6 (six) months then in that event both the parties shall have right to rescind this agreement amicably against the owners and the

Developer in such case shall be entitled to claim the amount incurred by it till that time against the owners.

b) In the event, the Developer fails, and/or neglects to start the construction within 2 (Two) months even after obtaining sanction of the building plan and vacant possession of the said premises from the owner then the Developer shall pay damages to the owners in the aggregate in accordance with law and if the Developer abandons the construction work after some progress then also the above consequence will follow.

c) In the event the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the owners then and in that case the Developer shall have the right to rescind this Agreement and claim money already invested with construction against the owners in the meantime which the Developer may suffer but the Developer's right to sue for specific performance of contract shall remain unaffected.

10. **LEGAL PROCEEDING AND JURISDICTION** :

Courts at District North 24 Parganas shall have jurisdiction to entertain in all action, suits and proceedings arising out of this Agreement and all costs, charges and expenses on respect thereof.

All disputes and differences between the parties hereto arising out of this Agreement regarding the construction or interpretation of any of the terms and conditions herein contained or determination on or any liability or touching these presents shall be referred to the sole Arbitration if the parties shall agree upon and in the event of disagreement between the parties the same shall be referred to the Joint Arbitrator to be appointed by both of the Parties and the same shall be deemed to be a reference within the meaning of the Indian Arbitration Act 1940 or any statutory enactment or modification there under and the award given by such Arbitrator shall be binding and conclusive on the party hereto .

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece or parcel of land admeasuring 2 (Two) Cottaha 11 (Eleven) Chittacks sq. ft. be the same a little more or less along with old structure of R.T Shed measuring 200 (Two hundred) sq.ft. more or less, lying and situated at Mouza – Satgachi, Parts of E.P. No. 23, C.S./R.S./L.R. Plot No. 1490 (P), J. L. No. 20, Holding No. 60, Laha Colony, Kolkata- 700028, within the local limits of South Dum Dum Municipality, ward No. 24, Police Station - Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, which is butted and bounded by :

ON THE NORTH: 14 ft. wide colony Road

ON THE SOUTH: E.P. 24

ON THE EAST : Colony Boundary

ON THE WEST : E.P. No. 22

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flats being owners allocation)

OWNERS ALLOCATION shall mean that the owner entitled to get Residential Flat in the name of (1) Dipak Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Ground Floor and measuring 100 (one hundred) Sq. Ft. Super Built-up area in the Ground Floor (West Side),

Consisting of 1 (One) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (2) Swapan Sengupta – Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the First Floor and measuring 200 (Two hundred) Sq. Ft. Super Built-up area in the First Floor (North West Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (3) Tapan Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Fourth Floor (North East Side), Consisting of 1 (One) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (4) Basudeb Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Fourth Floor and measuring 100 (one hundred) Sq. Ft. Super Built-up area in the Fourth Floor (South Side), Consisting of 1 (One) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (5) Subir Sengupta- Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the First Floor and measuring 200 (Two hundred) Sq. Ft. Super Built-up area in the First Floor (South Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (6) Samir Sengupta - Residential Flat measuring 350 (Three hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the First Floor and measuring 200 (Two hundred) Sq. Ft. Super Built-up area in the First Floor (North East Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen. (7) Jhumur Das - Residential Flat measuring 450 (Four hundred fifty) Sq. Ft. Covered area (Excluding Stair and lift area) in the Ground Floor (East Side) 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 1 (one) Toilet, 1 (one) Balcony and 1 (one) Kitchen and one flat measuring 600 (Six hundred) Sq. Ft. Covered area (Excluding Stair and lift area) in the Fourth Floor (North West Side), Consisting of 2 (Two) Bed Room, 1 (one) Dining cum Drawing, 2 (Two) Toilet, 1 (one) Balcony and 1 (one) Kitchen. After getting the owners allocation the owners shall execute a Deed of Partition by and between the owners and separate their share and the cost will bear by Owners and allocation will take effect after the execution of the said Partition Deed.

Which are to be allocated to the owner as the part allocation in accordance with the terms and conditions of these presents, including proportionate impartial share of beneath land and the common facilities and amenities and to pay maintenance charges on pro rata basis, as fully and particularly set out in the Fourth and Fifth Schedule hereunder written.

THE THIRD SCHEDULE ABOVE REFEREED TO

(Specification of Work)

(1) Details of fixtures, fittings, amenities, standing materials etc. to be provided in the Owner' Allocation at the New Building ;-

BUILDING :- R.C.C. frame structure building.

(2) **WALLS** :- Brick wall with sand cement mortar, outside wall 8”” and inside partition wall 5” wide.

(3) **WINDOWS** :- Sliding windows with glass panel covered with Grill.(ISI)

(4) **DOORS** :- Door frame will be made with Sal wood and door shutter flush door with water proof commercial ply and bath room door will made by PVC.

(5) **FLOORING** :- Marble with 6” skirting.

- (6) **KITCHEN** :- Kitchen table and sink will be made with Granite stone and upon the top of the table 2'-6" height and glazed tiles finish fitted 2 ft. form the top table with one tap will be provided on the sink and one below the sink along with position arrangement with chimney settings.
- (7) **TOILET** :- Wall up to height 6' finished with glazed tile and fitted with Indian Pan/ Western type Commode pan, P.V.C. Cistern and Wash Basin, along with water supply (concealed water line inside) with one Tap & Shower.
- (8) **ELECTRICTY** :- All Electrical wiring with ISI mark wire, concealed type and the electricity point are as follows
- ❖ **Bed Room** : 5 Points with one Air conditioned line (with wire).
 - ❖ **Dining & Drawing** : 5 Points. (Including one 15 Amp. Plug Point)
 - ❖ **Kitchen** : 4 Points. (Including one 15 Amp. Plug Point)
 - ❖ **Bath Room** : 3 Points along with shower point and geyser point.
 - ❖ The Developer will liable to provide a Electric meter in the name of owner as free of cost.
- (9) **PLUMBING** :- All internal pipe line concealed type with PVC pipe and all outside line with P.V.C. pipe.
- (10) **PAINTING** :- Inside of the Flat finished with Putty Finished and outside of the building finished with Weather coat and all Wooden Work & Grill with Priming Coat.
- (11) One lift of Four passenger and Collapsible Gate will installed in main Doors.
- (12) **EXTRA WORK** :- Any Extra Work other than our Standard Specification shall be charged extra and amount shall be deposited before the execution of such work to the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas & Facilities)

- 1) Staircases and Landings on all the floors of the building.
- 2) Common passage on the Ground Floor.
- 3) Tube-Well, Water pump, Water tanks, the Water pipes and other common plumbing installations.
- 4) Electric wiring and meter.
- 5) Drainage and Sewerage and Rain Water Pipe.
- 6) Boundary walls and Main gates.
- 7) Such other common parts, equipments, installations, fixtures, fittings and space in or about the said building as are necessary for use and occupation of the Flat/ Unit in common and as are specified by the Vendor expressly to be the common parts after construction of the building but the Purchaser have the proportionate right, title and interest on the final roof of the building.
- 8) Foundation, Columns, Beams, Supports, Fire escapes, Entrance and Exits.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1) All cost of Maintenance, Operating Replacing, White washing Painting, Re-building, Re-constructing, Decorating, Re-Decorating and Lighting the common parts and also the wall other walls on the building.
- 2) The salaries of the person employed for the said purpose.
- 3) Insurance premium for Insurance the Building against Earth Quake, Fire, Lighting mob, Violence civil commotion, Damage etc.

- 6) Costs and Charges of establishment for maintenance of the building and for watch and ward staff.
- 7) The Office Expenses incurred for maintaining the office for common expenses.
- 8) All expenses mentioned as above shall be proportionate borne by the Co-purchaser on and from the date of taking charges and occupation of their respective units.

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

WITNESS:

1. Indrajit Ghose
 Alipur Road, P.O. Nintea
 KOL-49

Swapan Singhgupta
 Anam Singhgupta
 Dipak Singhgupta
 Samin Sen Gupta
 MS/MS (3rd Fl)
 Thumrit Dn.
 Sulir Singhgupta

2. Dipak Sen
 119, G.B. Road, Kol-28



SIGNATURE OF THE OWNERS

Drafted by:-

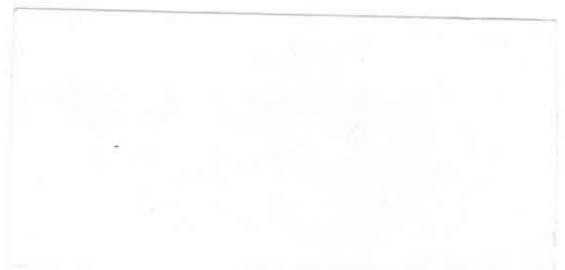
Deb Sundar Sampta
 Advocate.

PLB-845/2003

CTBA
 14, Beliaghata Rd, Kol-15

S.D.P. NIRMAN
 Pratomasen
 Proprietor

SIGNATURE OF THE DEVELOPER



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2019, Page from 34653 to 34696

being No 150600397 for the year 2019.



Suman

Digitally signed by SUMAN BASU
Date: 2019.02.01 17:02:17 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 01/02/2019 17:00:14
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)