

7085/19

I - 6664/2019

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

E 324499

Certified that the document is ~~admitted~~  
to register. The Signature Sheet  
and endorsement Sheet Attached to  
document are the part of the document.

*[Signature]*  
Additional District Sub-Registrar  
Cossipore, Dum Dum, 24-Pgs. (North)

26 JUL 2019

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*[Signature]*

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26<sup>th</sup> day of July, Two Thousand Nineteen [2019] of the Christian Era.

BETWEEN

Nital Gouranga Construction  
*Sanjib Kumar Saha* Debonati Saha  
Partner

কোর্ট নং 4785 তারিখ 22/7/19  
মূল্য :- 5117

ক্রেতা :- PRONAY KUMAR SINGHA  
Advocate  
সিদ্ধান্ত :- High Court, Calcutta

ভোগার :- Ranjita Pan  
লাইসেন্স গ্রহণ করা হয়েছে  
কাশিপুর দফতর

ভোগারের নাম :- রঞ্জিতা পাল  
কোর্ট নং :- 4785  
টি ডি নং :- 19 JUL  
স্ট্যাম্প ফি নং মোট :- 350  
স্ট্যাম্প ফি নং মোট :-



Pronay Kumar Singha  
Advocate  
H/C, Calcutta

Additional District Sub Registrar  
Cossimbazar Dist - Dist 24 Parganas

26 JUL 2019

**SMT. HIRA PROVA SAHA (PAN - AVMP50252P)** wife of Late Gopal Chandra Saha, by faith-Hindu, by occupation- Housewife, by Nationality- Indian, residing at 70, Purba Sinthee Lane, Post: Ghughudanga, P. S. Dum Dum, Kolkata - 700030, hereinafter called and referred to as the '**LAND OWNER**' (which terms or expression shall unless, excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**.

**A N D**

**M/S. NITAI GOURANGA CONSTRUCTION (PAN - AANFN 0966F)**, a partnership concern, having its principal place of business at 494B/A, Purba Sinthee Road, Post - Ghughudanga, P.S. Dum Dum, Kolkata - 700030, being represented by its partners [1] **SRI SANJIB KUMAR SAHOO (PAN - BKOPSI492K)** son of Subhas Chandra Sahoo, [2] **SMT. DEBARATI SAHOO (PAN - BKOPSI493J)** wife of Sri Sanjib Sahoo, both by fath-Hindu, both by occupation-Business, both by Nationality-Indian, both residing at 494B/A, Purba Sinthee Road, Post - Ghughudanga, P.S. - Dum Dum, Kolkata - 700030, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors-in-office and assigns) party of the **OTHER PART**.

**WHEREAS ::** the **OWNER** herein is the sole and absolute owner of a plot of Rayati Dakhali satya Bisista bastu Land measuring about 02 Cottah 15 Chitaks 30 Sq. Ft more or less comprised in Mouza- Purba Sinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S.Khatian No.228, Dag No.283, under Police Station-Dum Dum, under ward No. presently 12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas(North) to the owner herein purchased by way of a registered deed of sale in Bengali Language on 12.05.1970 which was registered with the Sub-Registrar, Cossipore Dum Dum and same was recorded in Book No.I, volume No.46, pages 276 to 278, being no.3418 for the year 1970.

**AND WHEREAS ::** by virtue of the said deed of sale being No.3418 dated 12.05.1970, the ' herein became the sole and absolute owner of a plot of Rayati Dakhali satya Bisista bastu Land measuring about 02 Cottah 15 Chitaks 30 Sq. Ft more or less comprised in Mouza - Purba Sinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S. Khatian No.228, Dag No.283, under Police Station-Dum Dum, under ward No. presently 12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas (North) and the **OWNER** while enjoying her said property mutated her name in the records of the South Dum Dum Municipality and the holding number has been renumbered as 105 (new) 70 (Old), P. S. Lane, Kolkata - 700030.

**AND WHEREAS ::** the **OWNER** herein being the sole & absolute owner of the said plot of Rayati Dakhali satya Bisista bastu Land measuring about 02 Cottah 15 Chitaks 30 Sq. Ft more or less comprised

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*Sanjib Kumar Sahoo Debarati Sahoo*

Partner

ouza Purba, Sinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S.Khatian No.228, Dag No.283, under Police Station-Dum Dum, under ward No. presently 12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas (North) being municipal holding No.105, P.S. Lane, being premises No.70, Purba Sinthee Lane, Kolkata - 700030, sanctioned a building plan from the South Dum Dum Municipality on 15.6.1977 vide Plan No.585 and constructed a cement flooring two storied brick built dwelling house at her said property, more fully & specifically described in the schedule - "A" hereunder written. For the sake of brevity the land with structure hereinafter referred to as the "SAID PROPERTY".

**AND WHEREAS** :: the **OWNER** herein while enjoying her said property due to shortage of living space, desire to construct a New Multi - Storied decent Residential building consisting of several self-contained flats referred hereinafter of a **NEW BUILDING / apartments** at her said property but due to paucity of funds and as the **OWNER** is not getting, any time due to her personal problems desire to construct a new multi-storied Residential building on her said property stated in the schedule "A" hereunder written through a reputed **DEVELOPER** where the **OWNER** and her family can live under one roof and had in search of a developer.

**AND WHEREAS** :: the **DEVELOPER** herein is a well established & reputed building contractor having practical knowledge & experience of construction of multi-storied building and sound financial position to build new multi-storied building having self sufficient and / or self contained residential flats / apartments. and knowing the decision of the **OWNER**, the developer herein contacted with the owner and requested her to allow the developer to construct a multi-storied decent residential four storied building i.e the **ground plus three floors** at the schedule - "A" property when the owner herein agreed to appoint the Developer herein to construct a multi-storied building at her schedule - "A" property in accordance with the sanctioned building plan to be sanctioned by the Developer from the South Dum Dum Municipality and the owner and the developer hereto have been mutually settled to build a Multi-storied decent residential building over the "A" schedule property and enter in to this agreement.

**AND WHEREAS** :: the owner herein desirous of developing her said property through the Developer herein in the terms and conditions herein after appearing and both the parties herein to avoid future litigation amongst themselves agree and covenant with each other upon the terms and conditions as follows :-

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

1. The Developer shall be permitted to raise construction of new multi-storied decent residential building upon the said land as per sanctioned building plan to be sanctioned from the South Dum Dum Municipality by the developer at its own cost and to convey / transfer flats / floors so built therein to any intending buyers excepting the portions kept reserved for the land Owner of the said property as per Clause No. 4 of this Agreement (more fully and specifically described as Owner's Portion/allocation

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**chedule B of this agreement).**

The Owner hereby authorize and empower the Developer to construct a new multi-storied building on the said plot of Rayati Dakhali satya Bisista bastu Land measuring about 02 Cottah 15 Chitaks 30 Sq. Ft more or less comprised in Mouza – Purba Sinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S. Khatian No.228, Dag No.283, under Police Station-Dum Dum, under ward No. presently 12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas(North) being Municipal Holding No.105, P.S. Lane, being Premises No.70, Purba Sinthee Lane, Kolkata - 700030, together with a cement flooring two storied brick built structure thereon as per sanctioned plan, to be sanctioned and the costs & expenses of all the related work in connection with the construction of the said proposed building including the portion allocable to the owner (Owners portion) shall be borne by the Developer exclusively. This development agreement as well as the general power of attorney to be executed and to be registered shall remain effective till completion of the entire project to be started by the developer at the "A" schedule land of the OWNER provided the developer shall abide by all the terms & conditions contained herein.

3. The OWNER hereby declare and confirm to the Developer that she is the sole & absolute owner in respect of the said land with structure more fully & specifically described in the **schedule "A"** herein below and is in khas possession of the said land described in the **Schedule "A"** hereunder written on good and marketable title free from all encumbrances, charges attachment, liens, mortgages, adverse claims and having no agreement whatsoever with any person or persons over the said land. If any discrepancies found at any time in future with regard to the title not being good and marketable or not free from all encumbrances, charges attachments, liens mortgages, adverse claims, the Owner will help the developer to make the title good, clear and marketable. That the developer subsequently verified the title of the owner and the property and prima facie satisfied.

**4. The LAND OWNER herein will be entitled to get :**

- i) One number grey cement flooring Garage for a mid size car on the Ground Floor, South-West side, measuring a Covered area **120 Sq.ft.** more or less with shutter.
- ii) One number Marble flooring Flat on the First Floor, South-East side (Front facing), measuring a Covered area **500 Sq.ft.** more or less.
- iii) One number Marble flooring Flat on the First Floor, Northern side, measuring a Covered area **500 Sq.ft.** more or less.
- iv) One number Marble flooring Flat on the Second Floor, South-West side, measuring a covered area **500 Sq.ft.** more or less.
- v) One number Marble flooring Flat on the Second Floor, South-East side, measuring a covered area **500 Sq.ft.** more or less.
- vi) One number Marble flooring Flat on the Second Floor, Northern side, measuring a covered area **500 Sq.ft.** more or less.

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with proportionate undivided impartible share of land underneath along with all civic amenities and common facilities available in the proposed building more fully and specifically described in the Schedule "C" of this agreement including the ultimate roof and lift along with a non refundable sum of Rs.6,00,000/- (Rupees Six Lakh) only out of which a sum of Rs.5,00,000/- (Rupees Five Lakh) only at the time of **registered Development Agreement** by Cheque payable at Kolkata and balance a sum of Rs.1,00,000/- (Rupees One Lakh) only by cash within three months from the date of registration towards the partial cost of hardship to the LAND OWNER during the development process of the new multi-storied residential building.

Be it recorded if the Developer able to sanction a five storied building (i.e. Ground Plus Four Storied) building Plan, then the Developer will pay an additional sum of Rs.8,00,000/- (**Rupees Eight Lakh**) only to the owner herein by **four installment @ Rs.2,00,000/- (Rupees Two Lakh)** only will be paid on the date of Sanction building Plan and balance **three installment** will be paid **every after two months** from First installment.

5. That it is agreed by and between the parties hereto that the **allocated portion of the land Owner** mentioned above will be treated as the total consideration against his "A" Schedule mentioned property of the owner herein and as such the owner shall not be allowed to claim / demand any additional and / or further save and except **owner's allocation stated in clause 4 (and schedule B) of this agreement from the developer.**

6. That the Developer shall upon completion of the construction of the building to be constructed put the land owner, **first in possession of the land owner's allocation, mentioned in the Schedule "A" hereunder**, including the service area, stair case, lift and amenities together with proportional undivided impartible share of land and all common facilities, and all the common facilities (as in Schedule D hereunder).

7. The Land Owner will not have any claim or demand for damages, compensation price of land contributed by her and the Developer shall have every right, title and interest in making construction over her said land given by the owner to the developer for construction and the Developer shall have full liberty to dispose of the remaining constructed area of building to be constructed under developer's allocation along with proportionate undivided impartible share of land underneath along with all civic amenities and facilities available in the proposed building and the common area adjoining to the said building to the intending purchasers except **"Owner allocation"** as mentioned in clause No.4 and Schedule "B" of this agreement.

8. That except the Land Owner's allocation stated in Clause No.4 and in the schedule "B", all flats, garages and rooms in the said building to be constructed shall rightfully belong to the Developer under developer's allocation and neither the owner herein nor any of her legal heirs, nominated person shall have any right to demand in connection of Developer's allocation in any manner whatsoever.

9. A) That the developer shall be liable to arrange **one separate alternative accommodation** at the cost & expenses of the developer for the owner residence consisting of three bed Rooms, Bath & Privy,

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men, balcony, all complete, who will stay there during the construction period and also any extension thereof. The developer shall accordingly make agreement with such property owner and liable to pay the monthly rent and or any advance money to the such Owner, in time, as agreed, directly, with a written information to the "Land Owner" as well as the advance money to the owner of the alternative accommodation towards the alternative accommodation of the owners during the course of construction till the delivery of full possession of the owners' allocation. A copy of such lease agreement with Owner, shall be given to Land Owner for records.

B) The cost of shifting for the landowner from the said premises to the rented accommodation and also to return after the handing over land owners portion by the developer, both to and fro shall be borne in actual by the developer. The developer will keep the land Owner fully indemnified against any actions, suits, proceedings and costs charges towards such agreement with the Owner and costs, expenses thereof.

10. That the land owner will execute and register a Development Power of Attorney in the perspective of these Presents in favour of the Developer Company at the cost of the developer to facilitate the formalities of construction as well as to raise funds by way of booking flats / loan from financial institutions **with respect to developer's allocation only without making any liability on the Owner**, to execute and register the Deed of Conveyance in favour of the intending purchaser in respect of the Developer's allocation ONLY without hampering the interest of the owner.

**The DEVELOPER hereby indemnify the land owner against all actions, suits, proceedings and costs charges and expenses thereof.**

Be it noted here that the owner shall be responsible / bound to deliver the free vacant undisputed possession of the schedule "A" property to the developer immediately after shifting the land owner from his "A" schedule property to the alternative accommodation, provided by the developer.

11. It is clearly understood that the land Owner will not be liable for any deviation from the **sanctioned building plan** or defective workmanship or the measurement committed by the Developer. The Developer shall be solely responsible to the South Dum Dum Municipality and other authorities and the purchasers of saleable space and/or will be answerable to all parties including the land owner affected by such construction. **The DEVELOPER hereby indemnify the land owner against all actions, suits, proceedings and costs charges and expenses thereof.**

12. The Developer shall pay municipal taxes and other taxes from the date of receiving possession of the land from the land owner till the date of hand over the owner's allocation to the owner and the owner shall be liable to clear up all municipal taxes and outgoing till the date of handing over the actual physical possession of her property to the developer.

Be it mentioned here that the developer shall demolish the house of the land owner lying & situated at Municipal Holding No.105, P. S. Lane, Premises No.70 Purba Sinthee Lane, Kolkata - 700030, the First

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rule property at its own cost & responsibility and take all building materials from the demolished property exclusively: the owner shall have no right to claim anything from the developer.

13. The Developer shall be at liberty to negotiate in respect of their allocated portion only for Sale / Lease / Mortgage / Transfer in any manner to any prospective buyer or buyers before or in course of construction or after the construction together with proportionate share of land on which the said new multi-storied decent residential building will be constructed and common passage, space and all other common facilities and amenities at such consideration and on such terms and conditions as the Developer shall think fit and proper but the owner will have no financial liability for the money received by the Developer in the manner aforesaid without hampering the interest of the owner.

**The DEVELOPER hereby indemnify the land owner against all actions, suit, proceedings and costs charges and expenses thereof.**

14. The Developer shall be entitled to enter into and sign all-agreement and documents as may be required for the purpose of Sale / Lease / Mortgage / Transfer of **Developer's allocated portion ONLY** (more specifically described in schedule "B" of this agreement) in the said new multi-storied building including Flats / Garage units or apartments on such terms and conditions and for such consideration as the Developer shall think fit and proper and the Owner shall have no financial liability thereof after execution of this agreement.

15. The Developer shall be entitled to put its sign board on the said land stating the name of the Developer company, its address and other particulars as may be required from the date of execution of this Agreement. The Developer shall have the sole right to advertise in the daily news papers, television etc., in their name or in the name of the firm if any to be formed to achieve publicity for sale of Flats etc., in the new multi-storied building constructed by them on the said land **for the Developer portion Only**. **The DEVELOPER hereby indemnify the land owner against all actions, suits, proceedings and costs charges and expenses thereof.**

16. **Time of completion TIME IS THE ESSENCE OF THIS CONTRACT** It is clearly agreed between the parties that the total construction of the proposed New Multi-storied building, shall be completed within 24 (twenty four) months from the date of the Sanction Building Plan for G Plus Three Storied building and if the Developer able to sanction Five Storied (G Plus Four Storied) building Plan then Five Storied Building shall be completed within Six Months from the date of addition floor sanction from the South Dum Dum Municipality. The Developer confirm that all building rules and regulation and Indian Standard rules and specification and good Engineering practice and regulation shall be followed and open space will be kept open as per municipal Act. and also as per Sanction Building Plan.

17. In case of delay for more than 6 (six) months in commencement of actual construction from the date of handing over of physical possession of the said property or failure in completing the construction within the period of 24 months, a fine of Rs.25,000/- (Rupees Twenty Five Thousand) only will be paid per month by

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Partner



Developer to the Owner. This shall exclude any extension due to force majeure, granted by the Owner for a maximum period of Six months.

**8. BUILDING PLAN AND DOCUMENT SUBMITTED:** All application, plan, papers and documents, as may be required by the Developer for the purpose of SANCTION BUILDING PLAN, Revise Plan, Additions/Alteration of Building Plan etc. shall be submitted by the Developer in the Name of OWNER and with due signature of the OWNER on behalf of the OWNER, as may be required and all costs, expenses and charges to be paid by the Developer and for the construction thereon, similar action to be taken with respect to any such acts, with any other statutory / approval/ govt. authorized for any facilities or connection for the completion of the new building, a copy of all such submission to any agency shall be lodged immediately to the land owner for records.

19 That the legal heirs and successors of the present owner will remain bound and shall abide by all the terms and conditions mentioned in this agreement. If the Owner expires during this stipulated period in that event the legal heirs of the demised owner will execute the development agreement & general Power of Attorney in favour of the developer on the same terms & conditions which are appearing in the instant agreement and the developer shall be bound to deliver the owner's allocation as mentioned in this agreement to the legal heirs of the present owner.

Be it recorded that if the developer expires during continuance of the project, in that case either the other partner of the developer or legal heirs of the demise developer or nominated person of the legal heirs of the developer will complete the unfinished work of the project.

20 The Developer shall be at sole liberty to engage various professionals like legal adviser, architect, R.C.C. Consultants and/or contractors whatsoever at his choice who shall take steps on behalf of the Developer from time to time. **The developer shall keep informed the land owner about the same in writing.**

21. The Developer hereby declares and confirms to take care of all Local issues, Hazards and Accidents, during continuation of the construction and any outgoings thereof there shall be NO LIABILITY of any sorts to the LAND OWNER.

22 The Developer shall be authorized by the Owner to apply for and to obtain the permanent connection of Telephone, water, Electricity and Meter, lift installation & operation, Drainage, Sewerage and/or other facilities, if any, required for which purpose the Owner shall execute in favour of the Developer a Development Power of Attorney and/or sign letter/form of application or other papers and documents as may be required by the Developer for smooth completion of the new multi -storied building at the property of the owner herein mentioned in the schedule herein below.

23. That neither the land Owner nor her legal heirs, successors will do any deed or thing whereby the Developer may be prevented from peaceful construction & completion of said building and sale of flats,

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, garages etc., under developer's allocation in time.

The Developer shall have the right to borrow money from the prospective buyers and/or his agents for the purpose of construction of the said flats on the said premises without creating any liability on the owner. The land Owner will have no responsibility or obligation for such borrowing in any manner so as to jeopardize or prejudice the right of the Land Owner in law by this agreement. **The DEVELOPER hereby indemnify the land owner against all actions, suits, proceedings and costs charges and expenses thereof.**

25. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory Bodies and/or local Bodies the case may be and shall attend to answer and assume responsibility for any deviation violation and/or breach of the said laws bye-laws and regulations, respective responsibilities.

26. The name of the building will be "**HIRA VILLA**" and none shall be allowed to change the name of the building.

27. **Rights of roof/Terrace** – That the top most roof of the building shall remain common for the use of all the flat owners of the said building to be constructed at the "A" schedule land after handing over possession to all the intending purchasers & the Land Owner of the said property.

**However** the Right over the said Roof, shall be with the Land Owner subject to fulfilling all needful rules and regulations.

28. **The Developer shall be exclusively entitled to the Developer's Allocation in the new building** with exclusive right to transfer or otherwise deal or dispose of the same without any right claim of interest therein whatsoever of the Owner and Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation constructed as per Sanction Building Plan.

29. That no formal Deed of Transfer in respect of the Owner's Allocation shall be required, But the Owner shall at the request of the Developer sign and execute all such further necessary deeds, papers, documents and writings for completion of construction and / or sale of the said multi-storied buildings or any portion thereof **PROVIDED THAT** the Developer as the constituted; Attorney of the Owner shall also be entitled-to" sign and execute such deeds, papers writings and documents as may be required from time to time thereof in **Schedule "B"** on ownership basis and as mutually agreed.

30. The Owner hereby agree and covenant with the Developer not to cause any interference or hindrances in the construction and completion of the said building at the said property by the developer provided the Developers attitude, behavior, method of working for timely completion of constructions of the new building is found satisfactory otherwise the owner has every right to the act as deemed fit.

31. The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent the performance of the relative obligations prevented by the existence of the force majeure and shall be

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Sajib Kumar Saha Debarati Saha  
Partner

aded from the obligations during the duration of the force majeure. Force Majeure shall mean ad, earthquake, riot, storm, tempest, civil commotion, or any other act or commission beyond the control of the parties hereto.

32. This is a purely a **joint venture contract agreement**, this shall not construe any partnership.

33. That presently the owner herein enjoying the two electric meter in her house, both in the name of the owner, as such the developer shall be bound to arrange two electric meter for owner's allocation to the owner herein free of cost.

34. **Dispute & arbitration** - If any dispute arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions determination of any liability of any of the parties under this agreement the same shall be referred to the arbitration, in case the parties to the case otherwise two arbitrator, one to be appointed by each of the parties in dispute and the same be deemed to be reference within the meaning of the Arbitration and Reconciliation Act, 1996 or any statutory modification there under in force. In case of disagreement, the same shall be referred to an UMPIRE, to be appointed by the said arbitrators of both parties or parties have liberty to move to Court of Law.

35. **TITLE DEEDS** The original title deed in respect of the said premises shall be retained and kept by the owner and in no event shall create any charge or mortgage over in respect of the said premises and provided however the owner shall cause the said title deeds to be produced as and when required by the Developer in regard to inspection and also to make excerpts there from.

36. That immediately after handing over possession of entire building the developer shall leave all its responsibilities and since then the owner and intending purchasers of the said building will pay their individual taxes proportionately in respect of their unit/s.

**37. COMMON FACILITIES :**

That the Developer, in consultation with the land owner, will frame an organizations of flat owners for the said building to be constructed for maintaining the building at the cost of all the owner/s of the said building. However till such FLAT OWNERS ASSOCIATION is made the DEVELOPER shall be entitled to make scheme of management, maintenance and administration of the NE BUILDING on completion of construction/possession thereof, in consultation with the Land Owner and all the flat owners shall abide by such schemes, which shall in on way, be unjust or contrary to the interest of the owners. All such costs, actions and maintenance by the DEVELOPER shall be at the costs of ALL THE FLAT OWNERS.

38. The Developer shall at his own cost, contract and complete the NEW BUILDING at the SAID PROPERTY. Strictly on accordance with the "SANCTIONED BUILDING PLAN" and due modification if any, with such material and with such specification as are to be mentioned in the said "SANCTION BUILDING PLAN" and as may be recommended by the Architect / Engineer from time to time.

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*Sanjib Kumar Sahu Debarati Sahoo*

Partner

Developer shall on completion of the NEW BUILDING obtain "Completion Certificate" from appropriate Authority Govt. Agency at his own costs and expenses and issue the same to the LAND OWNER.

**39. COMMON RESTRICTIONS IMPOSED TO ALL THE FLAT OWNERS LAND OWNERS AS WELL AS DEVELOPER'S ALLOCATION :-**

- a) The New Building is for exclusive Residential purpose only. Hence any allocation of flat either by sale/lease/rent/mortgage etc. shall be for Residential purpose only.
- b) Not to use any flat and/or portion or permit the same to be used for any other purpose than Residential and shall not use to cause nuisance or annoyance to occupiers of any portion of the new building or to the Owner and occupiers of neighboring premises of for any illegal or immoral purpose on as a boarding house, club house, nursing home, entertainment center, eatery/canteen, dispensary or a meeting place or for any Industrial activities, whatsoever.
- c) Neither the Developer nor any flat owners and /or Land Owner shall be allowed to install any tower and /or mobile tower in the roof of the New Building.
- d) Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- e) Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the Land Owner, Developer or from the competent authority or from Municipal/ Municipal Corporation.
- f) Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/local bodies as the case may be and shall be responsible for any deviation and/or Breach of any said laws and regulations.
- g) The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building be indemnified from the against the consequence of any breach.
- h) No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.
- i) Neither party or their transferees shall throw or accumulated any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.
- j) Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining

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rebuilding and/or purpose of repairing rebuilding cleaning lighting and keeping in order and good condition facilities and/or for the purpose of pilling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

40. The Land Owner shall have every right or power to terminate THIS AGREEMENT within the period of Twenty Four months and any extension thereof, in case the Developer violet any of the terms and conditions contained in this agreement.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**(Description of the land of the owners- said premises)**

**ALL THAT** piece and parcel of a Rayati Dakhali satya Bisista bastu Land measuring about **02 Cottah 15 Chitaks 30 Sq. ft.** more or less together with a cement flooring two storied brick built structure measuring about **661.50 Sq. ft. more or less** each floor standing thereon, comprised in Mouza-Purba Sinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S. Khatian No.228, Dag No.283, under Police Station Dum Dum, under Ward No. presently 12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas (North), being **Municipal Holding No.105, P. S. Lane, Kolkata - 700030**, being Premises No.70, Purba Sinthee-Lane, Kolkata - 700030, within the boundary wall thereon butted and bounded as-

**ON THE NORTH** : 62, P. S. Bye Lane.  
**ON THE SOUTH** : 12' wide Municipal Road  
**ON THE EAST** : 635, Purba Sinthee Road  
**ON THE WEST** : 60, P. S. Lane

**THE SCHEDULE "B" ABOVE REFERRED TO**

**[OWNER'S ALLOCATION]**

As a consideration of the said property the owner shall get :

- i) One number grey cement flooring Garage for a mid size car on the Ground Floor, South-West side, measuring a covered area **120 Sq.ft.** more or less with shutter.
- ii) One number marble flooring Flat on the First Floor, South-East side (Front facing), measuring a covered area **500 Sq.ft.** more or less.
- iii) One number marble flooring Flat on the First Floor, Northern side, measuring a covered area **500 Sq.ft.** more or less.
- iv) One number marble flooring Flat on the Second Floor, South-West side, measuring a covered area **500 Sq.ft.** more or less.
- v) One number marble flooring Flat on the Second Floor, South-East side, measuring a covered area **500 Sq.ft.** more or less.
- vi) One number marble flooring Flat on the Second Floor, Northern side, measuring a covered area **500 Sq.ft.** more or less.

Nitai Gouranga Construction

*Sanjib Kumar Saha Debarati Saha*

Partner

Nitai Gouranga Construction

*Sanjib Kumar Saha Debarati Saha*

Partner

*Hiren Bisva Saha*

er with proportionate undivided impartible share of land underneath along with all civic amenities common facilities available in the proposed building more fully and specifically described in the Schedule of this agreement including the ultimate roof and lift along with a sum of **Rs.6,00,000/-** (Rupees Six Lakh) only out of which a sum of **Rs.5,00,000/-** (Rupees Five Lakh) only at the time of **registered Development Agreement** by Cheque payable at Kolkata and balance a sum of **Rs.1,00,000/-** (Rupees One Lakh) only by cash within three months from the date of registration towards the partial cost of hardship to the LAND OWNER during the development process of the new multi-storied residential building.

Be it recorded if the Developer able to sanction a five storied building (i.e. Ground Plus Four Storied) building Plan, then the Developer will pay an additional sum of **Rs.8,00,000/-** (Rupees Eight Lakh) only to the owner herein by **four installment @ Rs.2,00,000/-** (Rupees Two Lakh) only will be paid on the date of Sanction building Plan and balance **three installment** will be paid **every after two months** from First installment.

#### DEVELOPER'S ALLOCATION

After fulfillment of the Owner's allocation/deduction of the Owner's allocation the rest portion of the constructed area of the proposed building shall belongs to the developer only with undivided proportionate share of land and/or other common amenities and facilities with common roof right thereof at Holding No.105 (new), Purba Sinthee Lane, Kolkata - 700030, and Premises No.70, Purba Sinthee Lane, Kolkata - 700030, in the District North 24 Parganas.

#### THE SCHEDULE "C" ABOVE REFERRED TO SPECIFICATION OF CONSTRUCTION WORK

**BUILDING** :: R.C.C. foundation with pile if any as per soil rest report, R.C.C. frame structure, column, beam, roof, pillar, tie-beam, as per structure design from competent authority, building.

**ROOF FINISH** :: R.C.C. Roof Slab (1: 2: 4) with roof water treatment.

**DADO** :: 5' height at the toilet with glazed tiles and at the kitchen one steel sink and two Bib-Cocks, one black stone platform (2'-0") skirting made of glazed tiles on the back of the cooking platform to protect the oil spots.

**WINDOW** :: all frame and palla of the Windows would be made of Aluminum with sliding window fitted with glass panel and also provided with Grill.

**DOOR** :: all Door frame will be made of standard quality Sal wood and pallah will also made of commercial flush door with godrej lock.

**WALLS** :: brick wall with sand cement mortar, outside wall 8" thickness except canti lever inside partition wall 5" as per Engineer's direction building rules will be followed.

**BALCONY** :: Parapet wall with M. S. grill up to 3' height.

**FLOORING** :: all bed rooms, drawing, dining, verandah finished with quality marble or ceramic floor tiles with skirting 4". Walls of the toilet would have 60" high design glazed tiles. Flooring of the kitchen and toilet will be finished with quality marble.

**STAIR CASE** :: from ground floor to top floor will be finished with quality marble.

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*Sanjib Kumar Saha Debarshi Saha*

Partner

**KITCHEN** :: Kitchen table and sink will be made with Black stone. And upon the top of the table 3', eight white glazed tiles finish fitted with one exhaust fan point and one light point one tap will be provided on the sink. And one below the sink.

**TOILETS** :: toilet in each flat one Anglo Indian Type Pan/Commode (Hindustan) will be provided, best quality sanitary fittings will be installed with basin provision of one exhaust fan, one shower and geyser point with hot and cold water in the toilet of each flat will be provided, PVC door at the bath and privy.

**ELECTRICITY** :: All Electrical wiring, concealed type in each bed room two light point, two 5 Amp. Plug point and one fan point, in dining two light point, one 15 Amp. Plug point and two /one fan point.

- i) Kitchen : one light point, one kitchen chimney point, one 15 Amp. Plug point.
- ii) Toilet : one light point, one exhaust fan point.
- iii) Calling Bell : one calling bell point at the main entrance, one light point at the balcony.
- iv) One conceals A/C point without having any wire will be provided in two bed rooms.

**PLUMBING** :: All internal pipe line concealed type with P.V.C. pipe and all outside line made also P.V.C. pipe.

**PAINTING** :: Inside wall of the Flat will be finished with plaster of parish. All windows and doors frame and pallah painting with primer. Outside wall of the building will be painted with weather coat paint anti fungus, distemper in the inside.

**LIFT** :: Reputed company adequate load capacity lift be installed.

**WATER** :: Sufficient water will be supplied round the clock is assured by installation of one number DEEP TUBE WELL upto around 350 Ft. deep or so and a 4 inch submersible pump connected to the overhead water tanks and distribution system. A separate water pump will be provided along with underground water tank to connect Municipal water line to overhead tank.

**BOUNDARY WALL** :: boundary wall will be completed with planet and paint and with one number steel entrance gate.

**EXTRA WORK** :: For all extra works and fittings except specification including the cost of bringing electric meter, the party shall have to bear the costing in advance as per calculation to be made by the developer. One electric meter will be provided free of cost if the owner enjoy any meter in her/his/their own name presently, otherwise no meter will be provided free of cost to the owner.

**THE SCHEDULE "D" ABOVE REFERRED TO**

(Being the "Common Area")

- 1] The land on which the building is located and all easements right and appurtenances belonging to the land and the building.
- 2] The foundation, columns, girders, beams, supports etc.
- 3] Passage, fire escape, main entrance and exit of the building including the right of roof, lift and stairs in the said premises.
- 4] Electric wiring, meters, lighting fixture etc. in common areas.
- 5] Drains, Rain Water pipe and sewerage from the building to the Municipal duct.
- 6] Telephone, electricity and meter in proper place of the said building.

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Sajib Kumar Sahoo Debarathi Sahoo  
Partner

underground and overhead water reservoir.

Septic chamber, soak pit if any and connection to Municipal Duct.

Water distribution system, water lifting pump and pump room and connection to Municipal water ferule.

10) Letter box and calling bell place.

11) Four side open space, all landing and lobbies, stairs from ground floor to top roof, lift cage, lift machine room at the top roof.

12) Boundary wall complete with steel entrance main gate.

13) windows, grill and doors and fittings to common areas.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of

WITNESSES

1.

*[Signature]*

(BIJOY KRISHNA SAHA)  
F-47, PESCO RESIDENCY  
8 ANIL MOITRA ROAD.  
BALLYGUNGE, KOLKATA.  
700019

Hirca Pravin Saha.

SIGNATURE OF THE OWNER

2.

*[Signature]*

70 PURBA SINTHEE LANE  
DUM DUM  
KOLKATA - 700030

Nital Gouranga Construction

*[Signature]*  
Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:-

*[Signature]*

Pronoy Kumar Singha (Advocate)

Calcutta High Court, Reg. No. WB/388/07

Bar Association Room No.5

Phone No 9830236264/9007671312

e-mail ID - [pronoykumarsingha.advocate@gmail.com](mailto:pronoykumarsingha.advocate@gmail.com)

Nital Gouranga Construction

*[Signature]*  
Partner



MEMO OF CONSIDERATION

RECEIVED a sum of Rs.5,00,000/- (Rupees Five lakh) only. As an earnest money from the Developer within named as memo below;

Paid by cheque vide no.211316 on 26.07.2019.

drawn on the west Bengal state co-operative Bank Ltd., Dum Dum Branch. Rs.5,00,000/-

Total :: Rs.5,00,000/-

(Rupees Five Lakh) only.

IN THE PRESENCES OF:

1.




(BIJOY KRISHNA SAHA)  
F-47, PESCO RESIDENCY  
8 ANIL MOITRA ROAD  
BALLISUNGHE, KOLKATA.  
700019

Hirca Prava Saha.

SIGNATURE OF THE OWNER

2.

  
70 PURBA SINTHEE LANE  
DUM DUM  
KOLKATA - 700030

Nital Gouranga Construction

  
Partner

of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1506-2019, Page from 319316 to 319343  
being No 150606664 for the year 2019.



*Suman*

Digitally signed by SUMAN BASU  
Date: 2019.07.29 12:06:47 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 29/07/2019 12:05:15  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

Nital Gouranga Construction  
*Sanjib Kumar Saha*  
Partner

(This document is digitally signed.)