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Rs. 100

ONE

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भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 210022

certified that the document is submitted &
registered. The signature of the
the applicant is also attached
with this document are the part of the
document.

Additional District Sub-Registrar
Market, New Town, North 24 Parganas

22 APR 2013

DEVELOPMENT AGREEMENT

1. Date : 19.04.2013
2. Place : Kolkata
3. Parties :
 - 3.1 NEERAJ JAISWAL @ NIRAJ JAISWAL, son of Biseswar Nath Jaiswal, by faith - Hindu, by

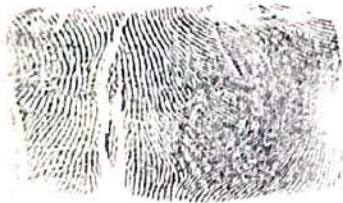
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সাল 2013
 তারিখ 12-02-1658
 প্রেরকের নাম PINAKI CHATTOPADHYAY
 পদবী Advocate
 স্থান 100 Judge's Court, Barisal
 ভেদারের নাম
 উল্লিখিত অফিস বারিসাল
 উল্লিখিত নম্বর
 তারিখ
 হাফডা এ.ডি.এস.আর অফিস, মেগা-উপায় ২৪ পরগণা
 ভেদারের নাম স্বপ্না ঘোষ

30 JAN 2013
 100000

- Debain Bhuiyan



- v.c.t.i
 2765

- Debain Bhuiyan



- 2766

Subrata Mondal



v.e.t.g
 2777

Neeraj Ghosh

MD. K. Anam (MD. KHAIRUL ANAM)

SW/SO - ZINNATAJI

JATTRAGACHI - K02-157

BUSINESS



Additional District Sub-Registrar
 Barisal, New Town, North 84 Pergana

19 APR 2013

occupation - Business, by nationality - Indian, residing at 51, Beadon Street, P.S. Burtola, Kolkata - 700 006, West Bengal.

Hereinafter called and referred to and called as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

- 3.2 M/S. S.D. DEVELOPER, a Partnership firm, having its office at Salua Roy Para, P.O. R. Gopalpur, P.S. Airport, Kolkata - 700 136, District North 24 Parganas, West Bengal, represented by its Partners, DEBASIS BISWAS, son of Sadhan Chandra Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Roypara, P.O. R. Gopalpur, P.S. Airport, Kolkata - 700 136, District North 24 Parganas, West Bengal & SUBRATA MONDAL, son of Ashok Kumar Mondal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Jatragachi, P.O. Ghuni, P.S. New town, District North 24 Parganas, West Bengal.

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 its/their executors, administrators, representative, and assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. Subject Matter of Development :
 - 4.1 Development Project & Appurtenances :
 - 4.1.1 Project Property : ALL THAT piece and parcel of a demarcated plot of Sali land measuring 3 (Three) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situate at Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. formerly Rajarhat at present New Town, comprised in C.S. Dag No. 271/490, R.S./L.R. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, L.R. Khatian No. 1353, A.D.S.R.O. formerly Bidhannagar, Salt Lake City at present A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.
5. Background, Representations, Warranties and Covenants :
 - 5.1 Representations and Warranties Regarding Title : The Landowner has made the following representations and given the following warranties to the Developer regarding title.

- 5.1.1 **Absolute Ownership of Arensha Mondal :** One Arensha Mondal was the absolute owner of land measuring 22 decimals more or less comprised in C.S. Dag No. 271/490, R.S. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, in Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Sk. Habibullya, by the strength of a registered Deed, registered on 14.02.1954, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 18, Pages 40 to 41, being Deed No. 682 for the year 1954.
- 5.1.2 **Demise of Arensha Mondal :** The said Arensha Mondal died intestate, leaving behind his three sons namely Kalu Mondal, Samser Mondal & Harun Rasid Mondal and only daughter namely Bibijan Bibi as his heirs and successors in interest in respect of the aforesaid land left by the said Arensha Mondal, since deceased in accordance with Muslim Law of inheritance i.e. Farayez.
- 5.1.3 **Sale by Kalu Mondal & Others to one Gobinda Chandra Saha & Dilip Kumar Roy :** The said Kalu Mondal, Samser Mondal, Harun Rasid Mondal & Bibijan Bibi jointly sold, transferred and conveyed land measuring 11 decimals more or less out of the aforesaid land comprised in C.S. Dag No. 271/490, R.S. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, in Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, P.S. Rajarhat, in the District North 24 Parganas, to one Gobinda Chandra Saha & Dilip Kumar Roy, by the strength of a Registered Deed of Conveyance, registered on 25.01.1978, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 17, Pages 115 to 118, being Deed No. 424 for the year 1978.
- 5.1.4 **Sale by Dilip Kumar Roy to Gobinda Chandra Saha & Bijoy Krishna Saha :** The said Dilip Kumar Roy sold, transferred and conveyed his 50% undivided share out of the aforesaid land measuring 11 decimals more or less comprised in C.S. Dag No. 271/490, R.S. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, in Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, P.S. Rajarhat, in the District North 24 Parganas, to the said Gobinda Chandra Saha and one Bijoy Krishna Saha, by the strength of a Registered Deed of Conveyance, registered on 21.06.1985, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 1686 for the year 1985.
- 5.1.5 **Absolute Ownership of Gobinda Chandra Saha & Bijoy Krishna Saha :** Thus on the basis of the aforesaid deed, bearing Deed No. 1686 for the year 1985, the said Gobinda Chandra Saha & Bijoy Krishna Saha became the absolute joint owners of land measuring 11 decimals more or less comprised in C.S. Dag No. 271/490, R.S. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, in Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.6 **Sale by Gobinda Chandra Saha & Bijoy Krishna Saha to the present owner, Neeraj Jaiswal @ Niraj Jaiswal :** The said Gobinda Chandra Saha & Bijoy Krishna Saha jointly sold, transferred and conveyed a demarcated plot of land measuring 3 (Three) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft.

more or less of land out of their possession, comprised in C.S. Dag No. 271/490, R.S. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, in Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Neeraj Jaiswal @ Niraj Jaiswal, by the strength of a Registered Deed of Conveyance, registered on 18.05.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 118, Pages 287 to 292, being Deed No. 5274 for the year 1992.

5.1.7 **Record by Neeraj Jaiswal @ Niraj Jaiswal :** After purchasing the same, the said Neeraj Jaiswal @ Niraj Jaiswal recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 1353, in respect of the aforesaid land.

5.1.8 **Absolute Ownership of Neeraj Jaiswal @ Niraj Jaiswal :** Thus on the basis of the aforesaid deed, bearing Deed No. 5274 for the year 1992, the said Neeraj Jaiswal @ Niraj Jaiswal, present owner herein, became the absolute owner of ALL THAT piece and parcel of a demarcated plot of Sali land measuring 3 (Three) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situate at Mouza - Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. formerly Rajarhat at present New Town, comprised in C.S. Dag No. 271/490, R.S./L.R. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, L.R. Khatian No. 1353, A.D.S.R.O. formerly Bidhannagar, Salt Lake City at present A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal morefully described the First Schedule below.

6. **Desire of Development of the Land & Acceptance :** The present Landowner herein express his desire to develop the aforesaid demarcated plot of land measuring 3 (Three) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. more or less morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

7. **Registered Power of Attorney :** For the smooth running of the said project, the Landowner herein agreed to execute a registered Power of Attorney, by which the Landowner herein has appointed and nominated the said Debasis Biswas & Subrata Mondal, Partners of M/s. S.D. Developer, Developer herein, as his Constituted Attorneys, to act on behalf of the Landowner.

8. **DEFINITION :**

8.1 **Buildings :** Shall mean multi storied building so to be constructed on the project property.

8.2 **Common Facilities & Amenities :** Shall mean entrance of the buildings, staircase, roof of the building, lift, pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

- 8.3 **Saleable Space** : Shall mean the space within the buildings, which is to be available as an units / flats / shops / garages, for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Landowner's Allocation** : Shall mean the consideration against the project by the Landowner morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.8 **Buildings Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Jyangra Hatiara 2 No. Gram Panchayet in the name of the Landowner for construction of the building including its modification and amenities and alterations.
- 8.9 **Built Up Area (For any Individual Unit)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- 8.10 **Covered Area (For any Individual Unit)** : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, lift and lift areas (if any).
- 8.11 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus 20% of the covered area as service area.
9. **LANDOWNER'S RIGHT & REPRESENTATION :**
- 9.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- 9.2 **Free From Encumbrance** : The Landowner also indemnifies that the project property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. **DEVELOPER'S RIGHTS :**

- 10.1 **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against the flats, shops and garages on the virtue of the acquired right under this present agreement.
- 10.2 **Right of Construction :** The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the project property.
- 10.3 **Right of Sale :** The Landowner has given power to the Developer to make Agreements for Sale and / or Deeds of Conveyance in respect of the flats, shops & garages coming within the purview of Developer's Allocation and also to take advance and final consideration and also to give valid receipts to the purchasers.
- 10.4 **Construction Cost :** The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.
- 10.5 **Selling Rate :** The selling rate of the flats, shops & garages of the project will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.6 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.7 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer.

11. **CONSIDERATION :**

- 11.1 **Permission against Consideration :** The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDINGS :**

- 12.1 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to deal with the flats, shops and garages of the project.

13. POWER AND PROCEDURE :

- 13.1 I, Neeraj Jaiswal @ Niraj Jaiswal, Landowner/Executant/Principal herein, executing this present Registered Power of Attorney irrevocable upto the period of completion of the project in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the said Debasis Biswas & Subrata Mondal, Partners of M/s. S.D. Developer, Developer herein, as my constituted attorneys, to do, act and represent myself in my name and on my behalf, as follows :
- (a) To appear and represent before the authorities of Jyangra Hatiara 2 No. Gram Panchayet, CESC Ltd./ W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Agreement for Development, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
 - (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
 - (c) To manage and maintain the said premises including the building/s to be constructed thereon.
 - (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Jyangra Hatiara 2 No. Gram Panchayet or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
 - (e) To pay all Panchayet and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.
 - (f) To enter in to any Agreement for Sale, Memorandum of Understanding, Deed of Conveyance and / or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Agreement for Development. To take finance/loan in their name (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging

flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance and/or any other instruments and documents in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.

- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Agreement for Development regarding negotiation, agreement / contract for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorneys/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorneys/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Agreement for Development.

14. **NEW BUILDINGS :**

14.1 **Completion of Project :** The Developer shall at their own costs construct and complete the proposed buildings with good and standard materials as may be specified by the Engineer of the Developer from time to time.

14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the W.B.S.E.D. C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential buildings having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.

14.4 **Panchayet Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowner and the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of developer and area of Landowner by the Developer and / or their nominees and the Landowner and / or his nominee / nominees respectively.

14.5 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

15.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S or the Panchayet being provided to that effect.

15.2 **Payment of Panchayet Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

- 15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges are to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

- 16.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building/s or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building/s indemnified from and against the consequence of any breach.

16.1.6 No goods or other items shall be kept by either party 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 covenant of users in the corridors and other place of common use in the building.

16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

16.1.8 The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. **LANDOWNER'S OBLIGATION :**

17.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. **DEVELOPER'S OBLIGATIONS :**

18.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agree and covenant with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of sanctioning the building plan from the concerned authority. The Developer also empower by the Landowner a grace period of 6 (Six) months more to deliver the Landowner's Allocation.

18.2 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 1,000/- (Rupees One Thousand) only per month to the Landowner as demurrage.

18.3 **No Violation :** The Developer hereby agree and covenant with the Landowner

not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

19. **LANDOWNER'S INDEMNITY**

Indemnity : The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and / or its part to be observed and performed.

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building/s.

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 for any defect therein.

21. **MISCELLANEOUS :**

21.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.2 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and / or against the spirit of these presents.

- 21.3 **Not Responsible :** The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 21.5 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organisation and / or any other organisation, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building :** The name of the building/s shall be given by the developer in due course.
- 21.7 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation :** The Landowner delivered all the xerox copies title deeds relating to the said premises at the time of executing this present agreement and the Developer shall mean the right to collect certified copies thereof.

22. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. DISPUTES :

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one Arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated plot of Sali land measuring 3 (Three) Cottahs 4 (Four) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situate at Mouza-Jatragachi, J.L. No. 24, Re.Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. formerly Rajarhat at present New Town, comprised in C.S. Dag No. 271/490, R.S./L.R. Dag No. 289 under C.S. Khatian No. 17, R.S. Khatian No. 552, L.R. Khatian No. 1353, A.D.S.R.O. formerly Bidhannagar, Salt Lake City at present A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal. The plot of land is butted & bounded as follows :-

ON THE NORTH	:	6 ft. Wide Common Passage.
ON THE SOUTH	:	Approx. 30 ft. Wide P.W.D. Road.
ON THE EAST	:	R.S. Dag No. 291.
ON THE WEST	:	3+3=6 ft. Wide Common Passage.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building/ s over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 50% of the sanctioned area in the G+4 storied building in form of self contained flats & garages, so to be sanctioned by the concerned Jyangra Hatiara 2 No. Gram Panchayet, and so to be constructed by the Developer in the land in question.

Later on, after preparation of the Floor Plan, the flats & garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats & garages within the purview of the Landowner's Allocation.

2. The Landowner will also get Rs. 7,00,000/- (Rupees Seven Lakh) only as refundable security deposit to be payable by the Developer at the time of signing and executing of this present Agreement and simultaneously at the time of signing and executing Registered Power of Attorney in favour of the Developer.

It is settled that the aforementioned security deposit will be refunded by the Landowner before receiving his Landowner's Allocation.

3. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the G+4 storied building, so to be constructed by the present Developer on the land in question. The other areas will be the exclusive consideration of the developer.
4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building.
5. The Landowner will also give permission to amalgamate his plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowner in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of building (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the

building and the said property absolutely shall be the property of the Developer with absolute right of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5 1/2" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Marble.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 2'-6" height standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flush door.
9. WINDOWS : Sliding glass with aluminium channel fittings.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock. one shower each in toilet. all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
13. LIFT : 4 passengers capacity lift will be provided in branded company.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point, one A.C. point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be made.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. *MD. K. Anwar*

Juttajarki - Koh - 157

Neeraj Jaiswal

Neeraj Jaiswal

@ Niraj Jaiswal

Landowner

2. *Pinaki Chattopadhyay*
Advocate

3. *Bishwaswar Naiti Jaiswal*
14, Chimer Park, Kot-59

Debasis Biswas

Debasis Biswas

Drafted By :

Parshwanath Sannal
Adv.
11/05/2011
For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 2570 8471.

Composed By :

Gopa Dasgupta
Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.

Subrata Mondal
Subrata Mondal

Partners of

M/s. S.D. Developer

Developer

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 Debain Bhawan	LH.					
	RH.					

ATTESTED - Debain Bhawan

 [Signature]	LH.					
	RH.					

ATTESTED - [Signature]

 Neelaj	LH.					
	RH.					

ATTESTED - Neelaj

	LH.					
	RH.					

ATTESTED -



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 04561 of 2013
(Serial No. 04946 of 2013 and Query No. L000007898 of 2013)

On 19/04/2013

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

Presented for registration at 18.30 hrs on :19/04/2013, at the Private residence by Debasish Biswas , one of the Executants.

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

Execution is admitted on 19/04/2013 by

1. Neeraj Jaiswal Alias Niraj Jaiswal, son of Biseswar Nath Jaiswal , 51, Beadon Street,, Kolkata, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste Hindu, By Profession : Business
2. Debasish Biswas
Partner, M/ S. S D Developer, Salua Roypara, R. Gopalpur, Kolkata, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136.
, By Profession : Business
3. Subrata Mondal
Partner, M/ S. S D Developer, Salua Roypara, R. Gopalpur, Kolkata, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136.
, By Profession : Business
Identified By Md. Khairul Anam, son of Zinnat Ali, Jatragachi, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Business.

(Debasish Dhar)
 Additional District Sub-Registrar

On 22/04/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 22/04/2013

(Under Article : ,E = 21/- on 22/04/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-70,20,000/-

Certified that the required stamp duty of this document is Rs.- 10020 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Signature)
 Additional District Sub-Registrar
 Market, New Town, North 24 Parganas
 (Debasish Dhar)
 Additional District Sub-Registrar

2 APR 2013

22/04/2013 12:23:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 04561 of 2013
(Serial No. 04946 of 2013 and Query No. L000007898 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 9920/- is paid , by the draft number 085579, Draft Date 18/04/2013, Bank : State Bank of India, TEGHORIA RAGHUNATHPUR, received on 22/04/2013

(Debasish Dhar)
Additional District Sub-Registrar

X

Additional District Sub-Registrar
(Debasish Dhar)
Additional District Sub-Registrar

2 APR 2013

22/04/2013 12:23:00

Endorsement Page 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 3158 to 3179
being No 04561 for the year 2013.




(Debasish Dhar) 22-April-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal