cause any nuisance or hazard to the other occupiers of the new building.

15.1.2. **NO DEMOLITION**: No occupant in the New Building shall demolish or permit demolition of any wall or other structure in their respective units or any portions, major or minor having common interest without the written consent of the Association.

15.1.3. **COMPLIANCE WITH RULES**: Transferees shall abide by all laws, bye laws, rules and regulation of the government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

16. OWNERS' OBLIGATION:

16.1 **NO OBSTRUCTION IN DEALING NEW BUILDING**: The Owners agree not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part of the New building.

16.2 **NO DEALING WITH THE PREMISES**: Till the completion of the new building as mentioned in clause 16.4 below subject to force majeure and reasons beyond control of the Developer, the Owners are hereby agreed not to let out, grant, lease, mortgage and/or charge the

premises or any portions thereof without the consent in writing of the Developer.

16.3. **MAKING OUT MARKETABLE TITLE**: The Owners are hereby agreed to make out a marketable title to the premises to the satisfaction of the Developer, in case of defects in marketability in title this agreement will be treated as cancelled.

16.4. **DEVELOPER'S OBLIGATION** ;-

a. **TIME OF COMPLETION**: The Developer hereby agrees and accord with the Owners to complete the construction of the new building within 24 months from the date of KMC Sanction of the building plan but subject to force majeure and reasons beyond the control of the Developer. The time of construction may be extended for further six months by mutual consent Time of construction shall be essence of the contract and failure of which the Developer should have to pay @ **Rs.21,000/- p.m.** for the Overdue period as damages.

b. **ASSIGNMENT**: The Developer shall be entitled to transfer and/or assign the benefits of this Agreement or any portion thereof to the other party with prior written consent of the Owners without any Criminal records having sound back ground.

c. **NO VIOLATION OF LAW**: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the new building.

d. **CONSTUCTION/RENOVATION OF DEBAGRIHA**: Developer will ensure for construction of existing Debagriha of approx 180 Sq.ft. on the roof of the building with Natmandir or renovate the same with the consent of owners. The Debagriha will be provided with water and power connection.

e. **SHIFTING**: The Developer obliged to provide the owners Mr. Saroj Kumar Biswas and Sanjay Biswas an alternative accommodation during the period of construction from the date of handover of the possession of the property to the developer.

17. **OWNERS INDEMNITY**:

TITLE: The Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owners hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.

DEVELOPERS' CONSIDERATION: The owners do hereby undertake that the Developer shall always be entitled to all built up floor area in the proposed building other than the owner's allocated area as per schedule III, Part – I. The Developer will also undertake that Owners' consideration will be as per Schedule III, Part – I.

18. **DEVELOPERS' INDEMNITY**:

THIRD PARTY CLAIMS: The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions, suits costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the new building and/or for any defect therein or development of the premises.

19. **MISCELLANEOUS**:

19.1. **NATURE OF CONTRACT** : The Owners and the Developer have entered into this Agreement purely as a contract and since the Developer is constructing the building and towards adjustment of the cost, the area of the proposed building will be distributed by and between the parties as mentioned herein as Developer's allocation and Owner's allocation.

19.2. **TAXATION** - The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and Developer shall be liable to make payment of the same and keep the owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any income Tax, Wealth Tax, or any other taxes in respect of the disposal of the Owners'

allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

19.3. **NAME OF NEW BUILDING** - The name of the New Building shall be decided by the Owners and will be depicted conspicuously on the two sides of the building.

19.4. **GROUND RENT AND WEALTH TAX** - As and from the date of completion of the construction of New Building, the Transferees shall each liable to pay and bear proportionate charges on account of applicable Ground rent, fees, subscriptions & tax payable in respect of their respective units.

20. **DEFAULTS**:

OF OWNERS - In case of defect in title of the property this agreement will be treated as cancelled.

OF DEVELOPER - (1) In the event the Developer, willfully failing and /or neglecting to start construction of the new building within the period of six months from the date of sanction, Owners shall be entitled to refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the Owners or fails to complete the construction of the building within the period of 24

months from the date of sanction of the Building Plan and further 6 months grace period under this agreement **but subject to compliance of all other obligations of the Owners** as stated herein.

21.1. **MEANING OF** - Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, and/or any other event beyond the control of the Parties (Force Majeure).

21.2. **NO LIABILITY** - The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force majeure and the performance of such obligation shall be suspended during the duration of the Force Majeure. The duration of such "Force majeure" will be decided by the Parties after being informed by the Developer in writing.

22. **COUNTER PARTS** – This agreement will be registered and the original will remain with the Developer and one certified copy will be kept with the Owners.

23. **PARTIAL INVALIDITY** : If any such provision is so held to be invalid, illegal or unenforceable, the parties undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid illegal or

unenforceable and to the extent feasible, accurately represents the intention of the parties.

24. **GOVERNING LAWS**:

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

25. **NOTICE**:

25.1. **MODE OF SERVICE** - Any notice, consent, approval demand, waiver or communication required or permitted hereunder shall be in writing and shall be served through registered post/courier services/special messenger.

26. **ARBITRATION**:

26.1. **ARBITRAL TRIBUNAL** - Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as to be mutually decided and failing such mutuality, a Tribunal

comprising of 3 (Three) persons, 1 (One) appointed by the Owners, 1 (One) appointed by the Developer and the third must be technical person by the first two Appointees (Arbitral Tribunal) a reference within the meaning of the Arbitration and Conciliation Act, 1996 and the venue shall be in Kolkata - 24-Parganas (South).

27. **JURISDICTION** :

The High Court Calcutta and its subordinate courts have only jurisdiction to decide the issue in case of dispute.

FIRST SCHEDULE

PREMISES

Total land 7 (Seven) Cottahs 8(Eight) Chittaks 30 (Thirty) sq.ft.

Part –I + Part- 2

PART - I

ALL THAT part and parcel of the land admeasuring **5 (Five) Cottahs 4 (four) Chittaks 30 (Thirty) Sq.ft.** be the same a little more or less alongwith Two storied old building measuring about 1400 sq.ft. (700 Sq.ft + 700 Sq.ft.) standing thereon which is comprising in and appertaining to Mouza Kasba Dak Rajdanga Gram, Dag Nos. **2738, 2739, 2742** of Khatian No. 402, J. L. No. 13, Touzi No. 145, The plot of the Owners are properly mutated and numbered as Premises No. 7,

Rajdanga Road, Haltu Kolkata - 700078, Police Station - Kasba, under Ward No. 107 of the Kolkata Municipal Corporation, District South 24-Parganas.

PART - II

ALL THAT part and parcel of the land admeasuring **2 (Two) Cottahs 4 (Four) Chittaks** of land together with 200 sq.ft. one R. T. Shed katcha Structure standing thereon being the land of Owners, comprised in Mouza Kasba, Dak Rajdanga Gram, Dag No. **2738, 2739, 2742** of Khatian No. 402, J. L. No. 13, Touzi No. 145 Kolkata - 700078, Police Station - Kasba, under Ward No. 107 of the Kolkata Municipal Corporation, District South 24-Parganas. Now amalgamated with Part-I and is part and parcel of premises No. 7 Rajdanga Road, Kolkata-700078.

ON THE NORTH	:	By Others land & building.
ON THE SOUTH	:	By Rajdanga Road;
ON THE EAST	:	By Rajdanga Road;
ON THE WEST	:	By Rajdanga Road;

SECOND SCHEDULE

DEVOLUTION OF TITLE

One Dhirendra Nath Ghosh and Ors were the owners of the first schedule property along with other lands within the Mouza Kasba Dag

Rajdanga, Gram under Khatian No. 402, **Dag No. 2738, 2739, 2742** who on 27.04.56 his land to one Probodh Ranjan Basu Roy Chowdhury by virtue of a Deed of Conveyance which was registered in the Office of Alipore Sub-Registry Office and recorded in **Book No. I, Volume No. 64, pages 209 to 213, being Deed No. 3405, for the year 1956.**

Thereafter the said **Probodh Ranjan Basu Roy Chowdhury** made a scheme plan and plot wise divided and demarcated the land and thereafter sold **9 Cottahs 8 Chittacks and 33 Sq.ft**. of land comprising in P-14, P-15, P-16 in favour of **Dilip Kumar Ghosh** by way of registered Deed of Sale executed before Alipore District Sub-Registration Office and recorded in **Book No. I, Volume No. 148, Pages 188 to 198, Deed No. 5320, of the year 1973**.

Thereafter Dilip Kumar Ghosh sold 2 Cottahs of land out of **4 Cottahs15 chittaks 30 sq.ft** in plot No. 16 in favour of One **Kalyan Kumar Bhattacharjee** which was numbered as 16/1.

By a deed of sale executed **on 31st March, 1975** the said **Dilip Kumar Ghosh** sold **2 Cottahs 4 chittaks** of land in favour of **Subodh Kumar Biswas** by way of a registered Deed of Sale being No. 2539 for the year 1975 which was recorded in Book No. __I___, Volume No. 92, **being No. 2539 of the year 1975** in the Office of DSR. Alipore.

By a separate Deed of Conveyance the said **Dilip Kumar Ghosh** sold **5 Cottahs 4 Chittacks 30 Sq.ft.** in favour of **Sanjib Biswas, Sanjoy Biswas and Saroj Biswas**, by way of a registered Deed of sale **being No. 2540 for the year 1975 and recorded in Book No. I, Volume No. 92, Pages 7 to 12 in the office of District Sub-Registrar Alipore 24-Parganas**.

The said Subodh Kumar Biswas died intestate leaving behind and surviving his three sons i.e. Sanjib Biswas, Sanjoy Biswas, and Saroj Biswas and one married daughter Gita Choudhury and no one else and accordingly the said Gita Choudhury inherited ¼th share i.e. 9 Chitaks of land out of 2 Cottahs 4 Chittaks left by Subodh Kumar Biswas since deceased.

Smt. Gita Chowdhury (Biswas) wife of Rabindra Nath Chowdhury gifted her portion of land measuring about **9 Chittaks** out of total **2 Cottahs 4 Chittaks** in favour of her brother Sanjib Biswas, Sanjoy Biswas and Saroj Biswas in equal proportion by virtue of gift Deed registered in the Office of **DSR Alipore, Being No.4255 for the year 2006 and recorded Book No.1, Volume No.11, pages 1329 to 1341 being Deed No.4233 of 2006.**

Therefore, the land owners jointly acquired the right title and in total area of land as mentioned hereinabove alongwith right of common passages. As per physical measurement the total land comes around **7 (Seven) Cottahs 8 (Eight) Chittaks 30 (Thirty) sq.ft.** more or less.

THIRD SCHEDULE
PART - I
OWNER'S ALLOCATION (6559 Sq.ft.)

A. SANJOY BISWAS AND SAROJ BISWAS

1.	Cash		Rs.	2,00,000.00
2.	Taxes / Khajna		Rs.	3,00,000.00
		Total	Rs.	5,00,000.00
3.	Rent Adjustment		Rs.	1,00,000.00
		Total	Rs.	6,00,000.00

Adjustment of Rs. 6,00,000/- with floor area 300 Sq.ft.

4. Flats Allotted :

a) Flat No.	4C	1020 Sq.ft.	
b) Flat No.	1A	939 Sq.ft.	
c) Flat No.	4B	750 Sq.ft.	2709 Sq.ft

5. Ground Floor Area (Shops, Car Parking Space and proportionate share of Service area) 968 Sq.Ft.

6. First Floor area (Shops and Proportionate share of Service area) 424 Sq.ft

4401 Sq.ft.

B. **SANJIB BISWAS (2158 SQ.FT.)**

1) Cash	Rs.	1,00,000.00
2) Taxes/ Khajna	Rs.	1,50,000.00
	Rs.	2,50,000.00
Adjustment of Rs. 2,50,000/- with floor area		125 Sq.ft.
3. Allotted Flat (Flat No. 2C)	=	1020 Sq.ft.
4. Ground Floor Area (Shops Car Parking Space and Proportionate share of Service area)	=	694 Sq.ft.
5. Flat Area in 2nd Floor	=	319 Sq.ft.
		2158 Sq.ft.

Total Area (A+B) - 6559 Sq.ft.

PART - II
(Common Portions)

1. Areas : (a) Entrance and exits to the Premises and the New Building, (b) Boundary walls and main gate of the Premises, (c) Staircase, stair head room and Lobbies on all the floors of the New Building, (d) Entrance lobby, electric/utility room, water pump room, generator room (if any), (e) Common installations on the roof, (f) Roof above the top floor of the New Building, (g) Common Lavatory for domestic help & for tenants.

2. **WATER, PLUMBING AND DRAINAGE** : (a) Drainage and sewage lines and other installations for the same (except only those as are

installed within the exclusive area of any Unit and/or exclusively for its use), (b) Water supply system, (c) Deep tube well or rain water system, if any, water pump, Underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit and/or exclusively for its use).

3. **ELECTRICAL INSTALLATIONS** : (a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use), (b) Lighting of the Common Portions, (c) Electrical installations upto the main meter box of the premises, (d) Lift.

4. **OTHERS:** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces for entrance and exit of the building to their respective flats. The Developer & Owners have exclusive right to deal with other vacant portion of the constructed building at ground floor.

Fourth Schedule

(Materials Specifications)

MATERIAL SPECIFICATION MENTIONED IN DETAILS IN THE SEPARATE SHEET ANNEXED HEREWITH AND THE SAME WILL BE TREATED AS A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date mentioned above.

1) Aparna Biswas

WITNESS :

1. Subal Das
12. Old Post office St.
Kol- 700001

2) Sanchayan Biswas

3) Sanjay Biswas

2. Sanchita Biswas
7. Rajdanga Main
Road Kolkata - 107.

4) Saroj Kr. Biswas

(SIGNATURE OF THE OWNERS)

PIONEER ENTERPRISE
Proprietor
(ASHOK KUMAR GHOSH ROY)

(SIGNATURE OF THE DEVELOPER)

Drafted by
Triptimoy Talukder
Triptimoy Talukder, Advocate
12, Old Post Office Street,
Kolkata-700 001 WB-927/93

26

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192019200180764835 | Payment Mode: Debit Card Payment

GRN Date: 12/02/2020 14:38:19 | Bank : United Bank

BRN : 17542840 | BRN Date: 12/02/2020 14:34:51

DEPOSITOR'S DETAILS

Id No. : 19040000124505/6/2020
[Query No./Query Year]

Name : Triptimoy Talukder

Contact No. : | Mobile No. : +91 9831502616

E-mail :

Address : Kolkata

Applicant Name : Mr Triptimoy Talukdar

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000124505/6/2020	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19040000124505/6/2020	Property Registration- Registration Fees	0030-03-104-001-16	11105
		Total		86126

In Words : Rupees Eighty Six Thousand One Hundred Twenty Six only