

3528/18

Chandni

03698/18



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



Z 518320

7 4/18
 7-4-18
 Dev
 Additional Registrar of
 Assurances-IV, Kolkata

Certified that the Document is admitted to
 Registration. The Signature Sheet and the
 endorsement sheets attached to this document
 are the part of this Document.

Additional Registrar
 of Assurances-IV, Kolkata

7 APR 2018

THIS DEVELOPMENT AGREEMENT

Made on this the 7th day of April, 2018

[Two Thousand Eighteen]

BETWEEN

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

GRN: 19-201819-021482209-1
 GRN Date: 06/04/2018 20:42:22
 BRN: 437622032

Payment Mode: Online Payment

Bank: HDFC Bank
 BRN Date: 06/04/2018 20:44:33

DEPOSITOR'S DETAILS

Id No.: 19041000095656/3/2018
[Query No./Query Year]

Name: CHANDAN SAHA
 Contact No.: 09830283333 Mobile No.: +91 9830283333
 E-mail: in_chandan2003@yahoo.co.in
 Address: DC103 Narayantala Road West
 Applicant Name: Mr N K PAHARI
 Office Name:
 Office Address:
 Status of Depositor: Buyer/Claimant
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement



PAYMENT DETAILS

Sl. No.	Identification No.	Description	Amount	Rate
1	19041000095656/3/2018	Property Registration-Stamp duty	0030-02-103-003-02	40020
2	19041000095656/3/2018	Property Registration-Registration Fees	0030-03-104-001-16	101

Total 40121

In Words: Rupees Forty Thousand One Hundred Twenty One only

[1] SRI HARIKESH PRASAD GUPTA [PAN ADTPG7295B], son of Sri Ramraj Gupta, by faith - Hindu, by occupation - Business, residing at 27A, Belgachia Road, Post Office - Belgachia, Police Station - Tala Park, District Kolkata, PIN - 700 037, State - West Bengal, [2A] TAIMUL BEGUM [PAN AWIPB4209N], daughter of Abdul Sattar and widow of Late Nurul Hoda, by occupation - Homemaker, [2B] MD. NAZMUL HODA [PAN AERPH4115C], son of Late Mohammed Nurul Hoda alias Late Nurul Hoda, by occupation - Service, [2C] PARVEZ AHMED [PAN AQNPA1622P], son of Mohammad Nurul Hoda alias Late Nurul Hoda, by occupation - Business, No. 2A to 2C all by faith - Muslim, residing at P-253/1, Block - B, Bangur Avenue, Post Office - Bangur Avenue, Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, State - West Bengal, [2D] SHAYARA BEGUM [PAN AOUPB7233C], wife of Md. Akhtar Ali and daughter of Late Mohammad Noorul Hoda alias Nurul Hoda, by occupation- Homemaker and [2E] SHABNAM JAHAN [PAN AZNPJ4146Q], wife of Zahid Ali and daughter of Late Mohammad Noorul Hoda alias Late Nurul Hoda, both by faith - Muslim, both by occupation - Homemaker, both are residing at Amrut Bagan, Zail Chowk Town, Village - Mujaffarpur, Anchal - Mushahari, PIN - 842001, District - Mujaffarpur, State - Bihar, [3] MOHAMMAD MURTOOZA alias MOHAMMAD MURTUZA [PAN CKFPM9679C], son of Late Abdul Rashid, by faith - Muslim, by occupation - Business, residing at 512, Calcutta Jessore Road, Post Office - Bangur Avenue, under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, State - West Bengal, [4] SRI KRISHNA PADA MONDAL [PAN AEXPM1616F], son of Late Nitya Gopal Mondal, by faith - Hindu, by occupation - Business, residing at P-112, Block - A, Bangur Avenue, Post Office - Bangur Avenue, under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, State - West Bengal, all by nationality - Indian, hereafter referred and called as the OWNERS [which expression shall unless exclude by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrator, assigns, legal representatives] of the ONE PART;

AND

M/S. MAA TARA CONSTRUCTION, a Proprietorship Firm, having its Office at GC-18/2, Narayantala Road [West], Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, State - West Bengal, represented by its sole Proprietor namely SRI CHANDAN SAHA [PAN ANMPS2027A], son of Late Chittaranjan Saha, by faith - Hindu, by occupation - Business, residing at DC-103, Narayantala Road [West], Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, State - West Bengal, hereinafter referred to and called as the DEVELOPER [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives successors in office and assigns] of the OTHER PART;

WHEREAS:

- A. That, [1] SRI KALI PADA SADHUKHAN, son of Late Rai Charan Sadhukhan, [2] SRI HARAN CHANDRA SADHUKHAN, [3] SRI JATINDRA NATH SADHUKHAN and [4] SRI ATUL KRISHNA SADHUKHAN, No. 2 to 4 all are sons of Late Sukhamay Sadhukhan, were jointly seized and possessed of ALL THAT piece and parcel of Rayat Stihitiban Vacant land measuring about 1.16 Acre be the same a little more or less according to local measurement 3 [three] Bighas 10 [ten] Cottahs be the same little more or less in Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum (formerly Rajarhat), District 24-Parganas;
- B. That, while thus said [1] SRI KALI PADA SADHUKHAN, son of Late Rai Charan Sadhukhan, [2] SRI HARAN CHANDRA SADHUKHAN, [3] SRI JATINDRA NATH SADHUKHAN and [4] SRI ATUL KRISHNA SADHUKHAN, No. 2 to 4 all are sons of Late Sukhamay Sadhukhan, jointly enjoying the aforesaid property by an Indenture dated the 4th day of July, 1956 said [1] SRI KALI PADA SADHUKHAN, son of Late Rai

Charan Sadhukhan, [2] SRI HARAN CHANDRA SADHUKHAN, [3] SRI JATINDRA NATH SADHUKHAN and [4] SRI ATUL KRISHNA SADHUKHAN, No. 2 to 4 all are sons of Late Sukhamay Sadhukhan, therein referred to and called as the Vendors of the One Part due to their urgent requirement of lawful money jointly sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of Rayat Stihitiban Vacant land measuring about 1.16 Acre be the same a little more or less according to local measurement 3 [three] Bighas 10 [ten] Cottahs be the same little more or less in Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum (formerly Rajarhat), District 24-Parganas, unto and in favour of [1] SRI KAMAL KUMAR CHOWDHURY, [2] SRI AMAL KUMAR CHOWDHURY and [3] SRI SHYAMAL KUMAR CHOWDHURY, all are sons of Late Shyamapada Chowdhury, therein jointly referred to and called as the Purchasers of the Other Part, which was duly registered with the Office of the Sub-Registrar at Cossipore, Dum Dum and recorded into Book No. 1, Volume No. 58, Pages from 90 to 97, Being No. 5994 for the year 1956 against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of the aforesaid property absolutely and forever;

- C. That, said [1] SRI KAMAL KUMAR CHOWDHURY, [2] SRI AMAL KUMAR CHOWDHURY and [3] SRI SHYAMAL KUMAR CHOWDHURY, all are sons of Late Shyamapada Chowdhury, since the date of purchase are seized and possessed of the said property and constructed diverse shed and structures on the said property for letting out;
- D. That, a demarcated portion of the aforesaid property which is intend to be sold to the intending Purchasers is comprised of an area of 7 [seven] Cottahs 10 [ten] Chittacks be the same a little more or less became subject matters of litigations in as much as, inter-alia majority of the individual and group Purchasers instituted a suit claiming decree for adverse possession in respect thereof in the Court of Learned 3rd Munsiff at Sealdah and which

has been registered and recorded as the Title Suit No. 323 of 1991 and said Title Suit is pending in the said Court;

- E. That, said AMAL KUMAR CHOWDHURY died intestate on 25th day of June, 1979 leaving behind him, his wife namely SRIMATI SULEKHA CHOWDHURY and only son namely SRI ANINDA CHOWDHURY, as the only legal heiress, heir, successors and representatives towards the estate of deceased AMAL KUMAR CHOWDHURY by virtue of law of inheritance as per Hindu Succession Act, 1956 and both of them are majors and competent to sell and/or transfer their respective undivided shares in the aforesaid property;
- F. That, subject to aforesaid facts and circumstances the property is free from all encumbrances, attachments, liens and charges and the said property is seized and possessed of said [1] SRI KAMAL KUMAR CHOWDHURY and [2] SRI SHYAMAL KUMAR CHOWDHURY, both are sons of Late Shyamapada Chowdhury, [3] SRIMATI SULEKHA CHOWDHURY, wife of Late Amal Kumar Chowdhury and [4] SRI ANINDA CHOWDHURY, son of Late Amal Kumar Chowdhury, the said demarcated portion of the said property as the only tenant left the premises;
- G. That, on 2nd day of January, 1996 said [1] SRI KAMAL KUMAR CHOWDHURY and [2] SRI SHYAMAL KUMAR CHOWDHURY, both are sons of Late Shyamapada Chowdhury, [3] SRIMATI SULEKHA CHOWDHURY, wife of Late Amal Kumar Chowdhury and [4] SRI ANINDA CHOWDHURY, son of Late Amal Kumar Chowdhury, have agreed to sell their respective undivided shares in the said demarcated portion of the aforesaid property to the intending Purchasers "the demarcated portion of the said property" with shed and structure with the land there under covering an area of 7 [seven] Cottahs 10 [ten] Chittacks be the same a little more or less in Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 901, being Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional

District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Dum Dum, District North 24-Parganas;

H. That, by an Indenture dated the 8th day of March, 1996 said [1] SRIMATI SULEKHA CHOWDHURY, wife of Late Amal Kumar Chowdhury and [2] SRI ANINDA CHOWDHURY, son of Late Amal Kumar Chowdhury, therein referred to and called as the Vendors of the One Part due to their urgent requirement of lawful money jointly sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of undivided un-demarcated 1/3rd [one third] share of a plot of land measuring about 7 [seven] Cottahs 10 [ten] Chittacks be the same a little more or less TOGETHER WITH Shed and Structure standing thereon under Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 901, being Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Dum Dum, District North 24-Parganas, unto and in favour of [1] HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta (16.25%), [2] NURUL HUDA (16.25%), son of Mohamynad Azimuddin, [3] MOHAMMAD MURTOOZA, son of Late Abdul Rashid (6.25%), [4] JAGIR SINGH, son of Sri Chanan Singh (16.25%), [5] KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal (16.25%), [6] AMARJEET SINGH, son of Late Kanak Singh (16.25%), therein referred to and called as the Individual Purchasers and [7i] KASHI SHARMA, son of Late Ramdhin Sharma (4.16%), [7ii] SHAHJAHAN KHAN, son of Late Abdul Samad Khan (4.16%) and [7iii] JAMSHED KHAN, son of Late Samshad Ali Khan (4.16%), therein referred to and called as the Group Purchasers, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City] and recorded into Book No. I, Volume No. 56, Pages from 79 to 86, Being No. 2465 for the year 1996 against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of their undivided un-demarcated 1/3rd [one third] share of total property absolutely and forever;

- i. That, by another Indenture dated the 8th day of March, 1996 said SRI KAMAL KUMAR CHOWDHURY, son of Late Shyamapada Chowdhury, therein referred to and called as the Vendor of the One Part due to his urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of undivided un-demarcated 1/3rd [one third] share of a plot of land measuring about 7 [seven] Cottahs 10 [ten] Chittacks be the same a little more or less TOGETHER WITH Shed and Structure standing thereon under Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 901, being Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Dum Dum, District North 24-Parganas, unto and in favour of [1] HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta (16.25%), [2] NURUL HUDA (16.25%), son of Mohammad Azimuddin, [3] MOHAMMAD MURTOOZA, son of Late Abdul Rashid (6.25%), [4] JAGIR SINGH, son of Sri Chanan Singh (16.25%), [5] KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal (16.25%), [6] AMARJEET SINGH, son of Late Kanak Singh (16.25%), therein referred to and called as the Individual Purchasers and [7i] KASHI SHARMA, son of Late Ramdhan Sharma (4.16%), [7ii] SHAHJAHAN KHAN, son of Late Abdul Samad Khan (4.16%) and [7iii] JAMSHED KHAN, son of Late Samshad Ali Khan (4.16%), therein referred to and called as the Group Purchasers, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City] and recorded into Book No. I, Volume No. 56, Pages from 87 to 94, Being No. 2466 for the year 1996 against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of his undivided un-demarcated 1/3rd [one third] share of total property absolutely and forever;
- j. That, by another Indenture dated the 8th day of March, 1996 said SRI SHYAMAL KUMAR CHOWDHURY alias SRI SHYAMAL CHOWDHURY, son of Late Shyamapada Chowdhury, therein referred to

and called as the Vendor of the One Part due to his urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of undivided un-demarcated 1/3rd [one third] share of a plot of land measuring about 7 [seven] Cottahs 10 [ten] Chittacks be the same a little more or less TOGETHER WITH Shed and Structure standing thereon under Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 901, being Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Dum Dum, District North 24-Parganas, unto and in favour of [1] HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta (16.25%), [2] NURUL HUDA (16.25%), son of Mohammad Azimuddin, [3] MOHAMMAD MURTOOZA, son of Late Abdul Rashid (6.25%), [4] JAGIR SINGH, son of Sri Chanan Singh (16.25%), [5] KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal (16.25%), [6] AMARJEET SINGH, son of Late Kanak Singh (16.25%), therein referred to and called as the Individual Purchasers and [7i] KASHI SHARMA, son of Late Ramdhin Sharma (4.16%), [7ii] SHAHJAHAN KHAN, son of Late Abdul Samad Khan (4.16%) and [7iii] JAMSHED KHAN, son of Late Samshad Ali Khan (4.16%), therein referred to and called as the Group Purchasers, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City] and recorded into Book No. I, Volume No. 56, Pages from 95 to 102, Being No. 2467 for the year 1996 against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of his undivided un-demarcated 1/3rd [one third] share of total property absolutely and forever;

K. That, by virtue of aforesaid 3 [three] separate Indentures, said [1] HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta, [2] NURUL HUDA, son of Mohammad Azimuddin, [3] MOHAMMAD MURTOOZA, son of Late Abdul Rashid, [4] JAGIR SINGH, son of Sri Chanan Singh, [5] KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal, [6] AMARJEET SINGH, son of Late Kanak Singh, [7i] KASHI SHARMA, son

of Late Ramdhin Sharma, [7ii] SHAHJAHAN KHAN, son of Late Abdul Samad Khan and [7iii] JAMSHED KHAN, son of Late Samshad Ali Khan, became the absolute joint owners of ALL THAT piece and parcel of a plot of land measuring about 7 [seven] Cottahs 10 [ten] Chittacks be the same a little more or less TOGETHER WITH Shed and Structure standing thereon under Mouza - KRISHNAPUR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in Dag Nos. 236 and 237 appertaining to Khatian No. 204, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 901, being Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Dum Dum, District North 24-Parganas, as according to the share and/or ratio of the aforesaid property as mentioned above and thereafter mutated their names with Office or Offices of the local authority or authorities and used pay proper rates, taxes, cess, rents, levis and other outgoings against their names regularly and punctually and enjoying the same without any interruptions and/or hindrances from any corner;

- L. That, during the course of enjoyment, said AMARJEET SINGH alias AMARJIT SINGH died intestate on 24th day of December, 2001 and his wife namely VIDYA KAUR died before his death on 4th day of June, 1995, leaving behind them their 2 [two] sons namely [1] SRI AVTAR SINGH and [2] SRI JAGTTAR SINGH and only married daughter namely SRIMATI LAKHVIR KAUR, wife of Indrajit Singh, as the only legal heirs, heiress, successors and representatives towards the estate of deceased AMARJEET SINGH alias AMARJIT SINGH, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date and each of them became the owner in respect of 1/3rd [one third] share of 16.25% of the total property;
- M. Thereafter said NURUL HODA alias NURAL HODA died intestate on 16th day of December, 2012, leaving behind him, his wife namely TAIMUL BEGUM, 2 [two] sons namely [1] MD. NAZMUL HODA and [2] PARVEZ AHMED and 2 [two] married daughters namely [1] SHAYARA BEGUM, wife of Md. Akhtar Ali and [2] SHABNAM JAHAN, wife of Zahid Ali, as

the only legal heirs, heiress, successors and representatives towards the estate of deceased NURUL HODA alias NURAL HODA, by virtue of law of inheritance as per Muslim Law of Succession as amended up-to-date and each of them became the owner in respect of 1/5th [one fifth] share of 16.25% of the total property;

N. That, by virtue of aforesaid Indentures, law of inheritance as well as mutation, said [1] SRI HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta, [2A] TAIMUL BEGUM, widow of Late Nurul Hoda, [2B] MD. NAZMUL HODA, [2C] PARVEZ AHMED, No. 2B and 2C both are the sons of Late Nurul Hoda, [2D] SHAYARA BEGUM, wife of Md. Akhtar Ali and daughter of Late Nurul Hoda, [2E] SHABNAM JAHAN, wife of Zahid Ali and daughter of Late Nurul Hoda, [3] MOHAMMAD MURTOOZA alias MOHAMMAD MURTUZA, son of Late Abdul Rashid, [4] SRI JAGIR SINGH, son of Sri Chanan Singh, [5] SRI KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal, [6A] SRI AVTAR SINGH and [6B] SRI JAGTTAR SINGH, both are sons of Late Amarjeet Singh, [6C] SRIMATI LAKHVIR KAUR, wife of Indrajit Singh and daughter of Late Amarjeet Singh, [7A] SRI KASHI SHARMA alias KASI SHARMA, son of Late Ramdin Sharma, [7B] SAJAHAN KHAN alias SAJAHAN KHA, son of Late Abdul Samad Khan and [7C] JAMSHED KHAN alias JAOSER KHA, son of Late Samshed Ali Khan, became the absolute joint owners of ALL THAT piece or parcel of a plot of land measuring about 7 [seven] Cottahs 10 [ten] Chittacks 0 [zero] Square Feet be the same little more or less TOGETHER WITH Shed and Structure standing thereon, lying and situated under Mouza - KRISHNAPUR now under Mouza - SHYAMNAGAR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in C. S. Dag Nos. 236 and 237 corresponding to R. S. and L. R. Dag Nos. 188 and 189 appertaining to C. S. Khatian No. 204 corresponding to R. S. Khatian No. 750 corresponding to L. R. Khatian No. 126, within the local limits of Ward No. 20 of the South DumDum Municipality, having Municipal Holding No. 901 [old] 1051/1 [new], Calcutta Jessore Road, Premises No. 512, Calcutta Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake

City], under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055;

- O. That, one SRI SAMIR KUMAR BISWAS, son of Late Bishnupada Biswas of 64/97, Khudiram Bose Sarani, Belgachia Milk Colony, under Police Station - Ultadanga, District South 24-Parganas, PIN - 700 037, filed a Petition against the erstwhile Owners said [1] SRI SHYAMAL KUMAR CHOWDHURY, son of Late Shyama Pada Chowdhury, [2] SRIMATI SULEKHA CHOWDHURY, wife of Late Amal Kumar Chowdhury, [3] SRI ANINDYA CHOWDHURY, son of Late Amal Kumar Chowdhury and [3] SRI KAMAL KUMAR CHOWDHURY, son of Late Shyama Pada Chowdhury, all are of 157, B. K. Pal Avenue, under Police Station - Shyampukur, Kolkata - 700 005, Pending Case being Title Suit No. 289 of 1993, in the Court of Ld. 2nd Assistant District Judge of the District North 24-Parganas at Barasat, Misc. Case No. 41 of 2008 [arising out of Title Suit No. 289 of 1993] in the Court of Ld. 2nd Civil Judge [Senior Division] at Barasat and Misc. Case No. 47 of 2010 [arising out of Title Suit No. 289 of 1993] in the Court of Ld. 2nd Civil Judge [Senior Division] at Barasat;
- P. That, on interference of common friends of the SRI SAMIR KUMAR BISWAS, son of Late Bishnupada Biswas and said SRI HARIKESH PRASAD GUPTA and others, by a Compromise Petition said SRI SAMIR KUMAR BISWAS, son of Late Bishnupada Biswas has applied to withdraw the said Case on 7th day of March, 2018 before the Court of Ld. 2nd Civil Judge [Senior Division] at Barasat and the Ld. Court be pleased to pass an Order on 8th day of March, 2018, vide Order No. 223 relating to Misc. Case No. 41/2008 and another Order on 8th day of March, 2018, vide Order No. 222 relating to Misc. Case No. 47/2008, by which the Court of Ld. 2nd Civil Judge [Senior Division] at Barasat had dismissed all pending cases;
- Q. That, said [1] SRI HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta, [2A] TAIMUL BEGUM, daughter of Abdul Sattar and widow of Late Nurul Hoda, by occupation - Homemaker, [2B] MD. NAZMUL HODA, son of Late Mohammed Nurul Hoda alias Late Nurul Hoda, [2C] PARVEZ AHMED, son of Mohammad Nurul Hoda alias Late Nurul Hoda, [2D]

SHAYARA BEGUM, wife of Md. Akhtar Ali and daughter of Late Mohammad Noorul Hoda alias Nurul Huda and [2E] SHABNAM JAHAN, wife of Zahid Ali and daughter of Late Mohammad Noorul Hoda alias Late Nurul Hoda, [3] MOHAMMAD MURTOOZA alias MOHAMMAD MURTUZA, son of Late Abdul Rashid, [4] SRI KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal, the Landowners herein became the absolute joint owners of ALL THAT piece or parcel of measuring about 4 [four] Cottahs 3 [three] Chittacks 5 [five] Square Feet be the same little more or less TOGETHER WITH Constructed portion of an one storied pucca structure measuring about 385 [three hundred eighty five] Square Feet be the same a little more or less which is the undivided un-demarcated 55% [fifty five percent] of total plot of Bastu land measuring about 7 [seven] Cottahs 10 [ten] Chittacks 0 [zero] Square Feet be the same little more or less TOGETHER WITH an one storied pucca structure measuring about 700 [seven hundred] Square Feet be the same a little more or less standing thereon, lying and situated under Mouza - KRISHNAPUR now under Mouza - SHYAMNAGAR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in C. S. Dag Nos. 236 and 237 corresponding to R. S. Dag Nos. 188 and 189 appertaining to C. S. Khatian No. 204 corresponding to R. S. Khatian No. 750, within the local limits of Ward No. 20 of the South DumDum Municipality, having Municipal Holding No. 901 [old] 1051/1 [new], Jessore Road, Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, which is more fully and particularly mentioned in the First Schedule written hereunder and hereinafter referred to and called as the SAID PREMISES, free from all sort of encumbrances, liens, charges, mortgages, attachments thereto;

- R. That, now the Owners herein intends to develop ALL THAT piece or parcel of measuring about 4 [four] Cottahs 3 [three] Chittacks 5 [five] Square Feet be the same little more or less TOGETHER WITH Constructed portion of an one storied pucca structure measuring about 385 [three hundred eighty five] Square Feet be the same a little more or less which is the undivided un-demarcated 55% [fifty five percent] of total plot of Bastu land

measuring about 7 [seven] Cottahs 10 [ten] Chittacks 0 [zero] Square Feet be the same little more or less TOGETHER WITH an one storied pucca structure measuring about 700 [seven hundred] Square Feet be the same a little more or less standing thereon, lying and situated under Mouza - KRISHNAPUR now under Mouza - SHYAMNAGAR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in C. S. Dag Nos. 236 and 237 corresponding to R. S. Dag Nos. 188 and 189 appertaining to C. S. Khatian No. 204 corresponding to R. S. Khatian No. 750, within the local limits of Ward No. 20 of the South DumDum Municipality, having Municipal Holding No. 901 [old] 1051/1 [new], Jessore Road, Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, particularly mentioned in the First Schedule hereinafter written by raising construction of a G + 5 [five] storied building in accordance with the building sanctioned plan which to be approved by the South DumDum Municipality.

- S. That, one M/S. MAA TARA CONSTRUCTION, a Proprietorship Firm, having its Office at GC-18/2, Narayantala Road [West], Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, State - West Bengal, who is going to undertake the Development Work upon the aforesaid property under some terms and conditions appearing hereunder;

AND WHEREAS:

- A. The terms in these presents shall unless they be contrary or repugnant to the context, mean and include the following :-
1. **ADVOCATE** shall mean NIRANJAN KUMAR PAHARI, Advocate having Office at High Court at Calcutta and EB-1/1, Deshbandhu Nagar, Baguiati, Kolkata 700 059, or any person or firm appointed or nominated by the Developer as Advocates for the supervision of the legal affairs of the premises hereinafter defined.

2. ARCHITECT shall mean and include any person or firm who possessed "A" grade Licence from the South DumDum Municipality to be appointed or nominated by the Developer with the consent as Architect for the supervision of the construction of the Building hereinafter defined;
3. ASSOCIATION shall mean any Association, Syndicate Committee, Limited, Limited company or Registered Society that may be formed together with all the existing purchasers of the flat or nominated by the Owners for the common purposes having such rules and regulations and restrictions as be deemed proper and necessary by the Owners and the intending purchasers but not inconsistent with the provisions and covenants herein contained.
4. THE SAID BUILDING shall mean and include the said G + 5 [five] storied R. C. C. frame structure building containing numbers of residential flats on the upper floors and Shop, flats and car parking spaces on the ground floor on the said premises according to the drawn up plans and specification signed by the Owners or such other modifications as may be agreed by and between the Owners and the Developer and simultaneously sanctioned by the competent authority subject to the terms and conditions hereinafter stated;
5. BUILDING PLAN shall mean and include the drawings; plans and specification of the said building to be properly signed and approved by the Owners and sanctioned by the South DumDum Municipality with any renewal or amendments thereto and/or modification thereof made or caused by the Developer after approval of the Owners and sanctioned by the competent authority or other authority;
6. COMMON AREAS, FACILITIES AND COMMON AMENITIES shall mean and include corridors, hallways, stairways, lift, passage ways, drive ways, pump room, electric meter room, tube well, underground and over head water reservoir, water pump and electric motor, roof, open space around the building and other facilities and amenities which may be mutually agreed upon between the parties and required

for the establishment, location, enjoyment, provisions, maintenance and/or management of the building;

7. OWNERS shall mean and include [1] SRI HARIKESH PRASAD GUPTA, son of Sri Ramraj Gupta, by faith - Hindu, by occupation - Business, residing at 27A, Belgachia Road, Post Office - Belgachia, Police Station - Tala Park, District Kolkata, PIN - 700 037, State - West Bengal, [2A] TAIMUL BEGUM, daughter of Abdul Sattar and widow of Late Nurul Hoda, by occupation - Homemaker, [2B] MD. NAZMUL HODA, son of Late Mohammed Nurul Hoda alias Late Nurul Hoda, by occupation - Service, [2C] PARVEZ AHMED, son of Mohammad Nurul Hoda alias Late Nurul Hoda, by occupation - Business, No. 2A to 2C all by faith - Muslim, residing at P-253/1, Block - B, Bangur Avenue, Post Office - Bangur Avenue, Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, State - West Bengal, [2D] SHAYARA BEGUM, wife of Md. Akhtar Ali and daughter of Late Mohammad Noorul Hoda alias Nurul Huda, by occupation- Homemaker and [2E] SHABNAM JAHAN, wife of Zahid Ali and daughter of Late Mohammad Noorul Hoda alias Late Nurul Hoda, both by faith - Muslim, both by occupation - Homemaker, both are residing at Amrut Bagan, Zail Chowk Town, Village - Mujaffarpur, Anchal - Mushahari, PIN - 842001, District - Mujaffarpur, State - Bihar, [3] MOHAMMAD MURTOOZA alias MOHAMMAD MURTUZA, son of Late Abdul Rashid, by faith - Muslim, by occupation - Business, residing at 512, Calcutta Jessore Road, Post Office - Bangur Avenue, under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, State - West Bengal, [4] SRI KRISHNA PADA MONDAL, son of Late Nitya Gopal Mondal, by faith - Hindu, by occupation - Business, residing at P-112, Block - A, Bangur Avenue, Post Office - Bangur Avenue, under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, State - West Bengal, all by nationality - Indian, and their respective heirs, executors, trustees, legal representatives, administrators and queries and correspondence to the Owners shall be addressed to the present address of the Owners;

8. **DEVELOPER** shall mean and include M/S. **MAA TARA CONSTRUCTION**, a Proprietorship Firm, having its Office at GC-18/2, Narayantala Road [West], Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, State - West Bengal, represented by its sole Proprietor namely **SRI CHANDAN SAHA**, son of Late Chittaranjan Saha, by faith - Hindu, by occupation - Business, residing at DC-103, Narayantala Road [West], Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, Kolkata - 700 059, State - West Bengal, and its heirs, executors, administrators, legal representatives and assigns;
9. **OWNERS' ALLOCATION** shall mean and include the area constructed in the building which is to be allotted to the Owners as Owners' allocation more particularly mentioned hereunder and in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the constructed area to be allocated to the Owners, specifically and particularly set out in the **SECOND SCHEDULE** hereunder written;
10. **DEVELOPER'S ALLOCATION** shall mean and include the remaining portions more particularly mentioned hereunder of the constructed area in the building to be constructed on the said premises after allocation to the Owners, including proportionate share of land and the common facilities and amenities attributable to the constructed area to remain with the Developer, specifically and particularly set out in the **THIRD SCHEDULE** written hereunder;
11. **PREMISES** shall mean and include **ALL THAT** piece or parcel of measuring about 4 [four] Cottahs 3 [three] Chittacks 5 [five] Square Feet be the same little more or less **TOGETHER WITH** Constructed portion of an one storied pucca structure measuring about 385 [three hundred eighty five] Square Feet be the same a little more or less which is the undivided un-demarcated 55% [fifty five percent] of total plot of Bastu land measuring about 7 [seven] Cottahs 10 [ten] Chittacks

0 [zero] Square Feet be the same little more or less TOGETHER WITH an one storied pucca structure measuring about 700 [seven hundred] Square Feet be the same a little more or less standing thereon, lying and situated under Mouza - KRISHNAPUR now under Mouza - SHYAMNAGAR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in C. S. Dag Nos. 236 and 237 corresponding to R. S. Dag Nos. 188 and 189 appertaining to C. S. Khatian No. 204 corresponding to R. S. Khatian No. 750, within the local limits of Ward No. 20 of the South DumDum Municipality, having Municipal Holding No. 901 [old] 1051/1 [new], Jessore Road, Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, which is specifically and particularly mentioned and described in the FIRST SCHEDULE written hereunder.

12. SALEABLE SPACE shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required there for.
13. COMMON EXPENSES shall mean and include all expenses to be incurred by Owners, Developer and the unit Owners for the management and maintenance after completion of the said building and the Premises;
14. PLANS shall mean the plans of the said Building to be sanctioned and approved by the South DumDum Municipality and shall also, wherever the context permits, including such plans, drawings, designs, elevations and specification and specifications as are prepared by the Architect, including variations/ modifications therein as may be agreed by and between the Owners and the Developer mutually.
15. PROJECT shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the Development of the premises be completed and possession of the completed units in habitable condition is taken over by the unit Owners;

16. **PROPORTIONATE** shall mean with all its cognate variations shall mean such ratio the super built up area of all the units in the said building;
17. **COVERED AREA** shall means covered area of the flat together with proportionate area of the stair and stair case, landings and lobbies;
18. **SUPER BUILT UP AREA** shall mean and include the area which will be certified by the architect of the Developer as stated earlier and the said super built up area will be calculated as covered area plus 25% of the covered area;
19. **UNIT** shall mean the flat and/or other covered area in the said building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which will not be treated as common area, facility and common amenity;
20. **UNIT OWNERS** shall mean any person or persons or body or association or firm or company who acquires, holds, enjoys and/or owns any unit in the said building and shall include the Owners and Developer of the project held by them, from time to time;
21. **Masculine Gender** shall include the Feminine and Neuter Gender and vice-versa;
22. **Singular** shall include the Plural and vice-versa;

B. The Owners have represented to the Developer as follows:

1. The Owners are the joint Owners of the said premises more particularly described in the **FIRST SCHEDULE** hereto, free from all encumbrances whatsoever;
2. The entirety of the premises is in the khas possession of the Owners and no other person or persons other than the Owners have any right title and interest, occupancy, easement or otherwise on the premises or any part thereof;

3. There are no suits and/or proceedings and/or litigation pending in respect of the Premises or any part thereof;
 4. No person or persons other than the Owners have any right, title and interest of any nature whatsoever, in the premises or any part thereof;
 5. The right title and interest of the Owners in the Premises are fully free from all sorts of encumbrances whatsoever and the Owners have good and marketable title thereto;
 6. The Premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners herein;
 7. Neither the Premises nor any part thereof has been attached and/or is liable to be attached any decree or order of any court of law or due to Income Tax, revenue or any other Public Demand whatsoever;
 8. The Owners have not yet any way dealt with the premises whereby the right title and interest of the Owners as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever;
 9. The Owners are fully and sufficiently entitled to enter into this agreement;
- C. The representations of the Owners mentioned hereinabove are hereafter collectively called "THE SAID REPRESENTATIONS" and the Owners confirm that the said representations are true and correct as per their knowledge and belief;
- D. The Developer assures, represents, and confirms as follows :
- a) The Developer has vast experience, sufficient infra structure, sufficient money and enough competent to apply and obtain plan sanctioned and

also competent to complete the building in terms of this agreement within the stipulated period of 36 [thirty six] months from the day of getting sanction building plan from South DumDum Municipality.

- b) That, the Developer shall commence the construction work upon the said premises within the 12 [twelve] months from the day of Signing of this Agreement as per sanctioned building plan to be sanctioned by the South DumDum Municipality positively within the 12 [twelve] months [subject to removal of existing Advertisement Signboard or Hoarding within 90 (ninety) days from the day of signing of this Agreement];
 - c) The Developer has approved and is fully satisfied with regard to the Owners' title of the said premises and the Developer has caused prior to execution of this agreement all necessary searches independently at their own costs with regard to the marketability of the title of the said premises and is satisfied with the same.
 - d) The Developer will at its own costs and expenses will submit and apply all site plan, building plan, modified plan, documents, statements, undertakings, declarations as may be required duly signed by the Owners and obtain plan sanctioned and also complete the building at their own costs and expenses within the stipulated period of 36 [thirty six] months from the day of getting sanction building plan from South DumDum Municipality.
 - e) The Developer shall at its own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purposes of completion of the said building in the said premises.
 - f) The Owners will not be liable for any acts, deeds and things on the part of the Developer.
- E. The Owners relying on the representations and assurances made by the Developer herein, agreed to appoint the Developer as the Developer for development of the said premises and the Developer on the basis of the

representations and assurances made by the Owners and relying upon the said representation, have agreed to develop the said premises, to complete the project within the 36 [thirty six] months from the day of getting sanction building plan from South DumDum Municipality on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED in the presence of the following witnesses:-

1. This agreement shall be deemed to have been commenced on and from the date of execution of this agreement.
2. The Owners have appointed the Developer as the Developer for development of the said premises and the Developer have accepted such appointment on the terms and conditions hereunder contained;
3. The development of the Premises will be in the following manner;
 - a) The Owners shall remain in possession in said Premises, the Developer shall commence and continue the construction work by shift the existing Owners from existing position to any other position in the said Premises and on completion the Developer shall re-establish the Owners in the position as mentioned in this Agreement;
 - b) The Owners shall handover all Original Deeds and documents relating to the Schedule mentioned property on or before execution of this Agreement.
 - c) After obtaining vacant and peaceful possession of the premises, the Developer shall be entitled to enter upon the premises and do all works for the construction of the said building thereon at their own costs, risks and expenses and supervision;
 - d) The Developer shall, at its own costs and expenses cause the said Building Plans to be prepared and submitted to the Municipal Corporation for necessary sanction after obtaining proper signature of the Owners SUBJECT TO the Owners paying all outstanding rates and taxes, till the

date thereof and causing mutation of the name of the Owners [before development work] in the records of the South DumDum Municipality or any other concerned authorities as required for;

- e) The Developer shall hold and remain in possession of the Premises as representative of the Owners and it shall always be deemed that the Developer is in possession of the entirety of the Premises in performing this Agreement during the subsistence hereof;
 - f) The Developer shall within 36 [thirty six] months from the day of getting sanction building plan from South DumDum Municipality shall complete the construction of the building in all respect in terms of this agreement and shall deliver vacant and peaceful possession of the Owners' allocation in habitable condition as per the particulars mentioned in the SECOND SCHEDULE hereunder written and on and from the date of obtaining possession of the Owners' allocation, the Owners shall pay all outgoings in terms of this agreement.
 - g) The said building shall be for residential purpose or such other purpose as may be mutually decided by the parties hereto;
4. If the Developer fails to complete the building in accordance with the sanctioned plan within the stipulated period as mentioned in clause 3[g] herein above due to force majeure i.e. riot, strike, earth quake, then in such event the Owners will extend a period of six months further.
 5. If the Developer fails to complete the building in accordance with the sanctioned plan within the stipulated period as mentioned in clause 3[f] herein above due to its negligence, insufficient of man power and funds, in that event, the Developer shall be liable to pay a sum of Rs. 10,000/- [Rupees forty thousand] only per month towards the Owner No. 1, a sum of Rs. 10,000/- [Rupees forty thousand] only per month towards the Owner No. 2A to 2E jointly, a sum of Rs. 10,000/- [Rupees forty thousand] only per month towards the Owner No. 3 and a sum of Rs. 10,000/- [Rupees forty thousand] only per month towards the Owner No. 4 as damage;

6. Within one month from the date of execution of this agreement, the Developer shall forward requisition on title to the Owners and the Owners shall reply to all requisitions made by the Advocate of the Developer and shall produce all original documents in support to such answers to establish the title of the premises.
7. The Owners shall give such other consent, sign such papers, documents, deeds and undertakings as may be required in accordance with law and render such co-operation, as be required by the Developer for smooth running of the construct and completion of the said building, i.e. the Project;
8. In connection with the aforesaid, it is agreed and clarified as follows:-
 - a) With the consent of the Owners, the Developer shall cause such changes to be made in the plans as the Architects may approved and/or as shall be required by the concerned authorities, from time to time;
 - b) In case it be required to pay any outstanding dues to the South DumDum Municipality or any other outgoings and liabilities in respect of the Premises including the cost and expenses regarding the mutation of the name of the Owners, then the Developer shall pay such dues and bear the cost and thereof till handing over vacant and peaceful possession of the Owners' allocation to the Owners.
 - c) The Developer shall be at liberty to do all works as be required for the project and to utilize the existing water, electricity and telephone connections if any, in the Premises, at its own costs, risks and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore at the costs, risks and expenses of the Developer;
 - d) The Developer at its own cost and expenses shall demolish existing building and utilize the debris of the existing structure in the premises and/or the proceeds thereof;

[Handwritten signature]

- e) That all local hazards and requirements will be borne by the Developer exclusively;
- f) All costs, charges and expenses for sanction of the plans and construction of the said building and/or development of the premises, save otherwise mentioned herein, shall be borne and paid by the Developer, exclusively;
9. The Landowners No. 1 to 4 shall be entitled to get 2 [two] self contained separate Residential Flats on the Front side of Fourth Floor, each Flat measuring about 800 [eight hundred] Square Feet more or less including 25% Super Built-up Area, 1 [one] self contained separate Residential Flat on the Front side of Third Floor measuring about 800 [eight hundred] Square Feet more or less including 25% Super Built-up Area, 2 [two] Commercial Spaces on the Front side of Ground Floor, each Commercial Space measuring about 150 [one hundred fifty] Square Feet more or less including 25% Super Built-up Area, 1 [one] Commercial Space on the back portion of Front side Shop Room on the Ground Floor, measuring about 150 [one hundred fifty] Square Feet more or less including 25% Super Built-up Area and another 1 [one] Commercial Space on the Front side of Ground Floor, measuring about 125 [one hundred twenty five] Square Feet more or less including 25% Super Built-up Area of the proposed G + 5 [five] storied building in habitable condition for undivided un-demarkated 55% [fifty five percent] of total plot of land and structure which is more fully and particularly mentioned in the Second Schedule written hereunder TOGETHER WITH the right to use and enjoy all common areas and facilities of the land and the G + 5 [five] storied building;

That, during the course of construction of proposed G + 5 [five] storied building, if the Developer found that, there is any scope to make construction work of additional floor or floors upon the proposed G + 5 [five] storied building as per plan from the South DumDum Municipality, in that event the Landowners' Allocation and Developer's Allocation will

be settled on mutual discussion amongst themselves and to that effect a Supplementary Agreement will be executed amongst themselves;

10. The Developer shall be entitled to remaining portion of the constructed area in the G + 5 [five] storied building and additional floor or floors upon the proposed G + 5 [five] storied building [if sanctioned by the South DumDum Municipality] after providing the Owners' allocation to the Owners more particularly described in the Third Schedule hereunder written TOGETHER WITH impartible proportionate share in the land TOGETHER WITH the right to use and enjoy all common areas and facilities of the land and the building.
11. The Owners' allocated area shall be constructed by the Developer for and on behalf of the Owners and/or their nominee or nominees. The rest of the said building shall be constructed by the Developer for and on behalf of itself and/or nominees;
12. The Owners and the Developer shall be entitled absolutely to their respective allocated areas and shall be at liberty to deal therewith in any manner they deem fit and proper including delivering possession to any third party SUBJECT TO HOWEVER the general restrictions for mutual advantage inherent in the Ownership unit schemes. They will also be at liberty to enter into agreements for sale of their respective allocated areas as specifically stated in the THIRD and FOURTH SCHEDULE written hereunder SAVE THAT the Owners shall adopt the same covenants as the Developer may adopt in its agreement with the unit Owners of the Developer's allocated area, at least insofar as the same relates to common areas, facilities, amenities, expenses and other matters of common interest. The form of such agreement to be drafted and finalized by the respective advocates for the parties, utilized by the Parties shall be such as be drawn by the Advocate of the Developer;
13. That the Owners shall be entitled to all money that be received from the Unit Owners of the Owners' respective allocated areas, whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the Developer shall be entitled to all such

money receivable in respect of the Developer's allocated area PROVIDED HOWEVER THAT the money payable and/or deposits for common purposes and common expenses shall be receivable only by the Developer from all the unit Owners as fully mentioned hereafter;

14. At the risks, costs and expenses and subject to the terms and conditions hereinafter mentioned, the Owners through their constituted attorney, i.e. the Developer shall sell and convey to the Developer itself and/or its nominees undivided proportionate share in the land contained in the premises appurtenant only to the Developer's allocated area and whatever consideration received with regard to the Developer's allocation, the same shall belong to the Developer absolutely.
15. Similar nature of Deed of Conveyance will be executed and registered in favour of all the purchasers of the building. The form of such deed of conveyance will be finalized jointly by the advocates for the Owners and the Developer.
16. All costs, charges and legal expenses for preparation of deed of conveyance, documents, stamping and registration of the Conveyances with regard to the Developer's allocation shall be borne and paid by the Developer or his nominee or nominees.
17. All costs, charges and legal expenses for preparation of deed of conveyance, documents, stamping and registration of the Conveyances with regard to the Owners' allocation shall be borne and paid by the Owners or their nominee or nominees.
18. The Developer's obligations :-
 - (a) The Developer shall not discontinue or abandon the construction of the proposed G + 5 [five] storied [as per sanction of South DumDum Municipality] except due to force majeure events as mentioned in clause 4 hereinabove.

- (b) The Developer shall obtain a valid Occupancy Certificate from the South DumDum Municipality, with respect to the said building and must provide a copy thereof to the Owners.
- (c) The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the said building.
- (d) In the event the Owners desires to change any specifications before construction or completing the Owners' allocation then in such event the Developer shall make necessary changes and the Owners shall only pay the different of price of the materials.

19. It is further clarified as follows:-

- a) The Developer will at its own cost and expenses shall provide main and/or mother meter and transformer [if any] in the proposed G + 5 [five] storied building. The existing Landowners shall surrender or shift their respective existing electrical meter as per their requirement at their own cost and expenses. If the existing electric meters of the Landowners required surrendered, in that event the Landowners shall use the electricity from Working Meter. The intending Purchaser or Purchasers shall be liable to pay the cost and expenses for procurement of main and/or mother meter and transformer [if any] and individual electric meter in the proposed G + 5 [five] storied building;
- b) Upon completion and handing over the Owners' allocated area to the Owners of the said building, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Advocates and as be in conformity with other buildings containing Ownership units. The Developer and the Owners and/or their respective transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoing in respect of the maintenance and management. It is made clear that immediately after sale of the Developer's allocation, within six

- months the flat Owners' association will be formed by the Owners/Unit Owners and the Developer or the nominees or the ~~Purchaser~~ of the Developer and the said Association shall maintain and manage the building in accordance with the rules and bye laws as may be framed by the flat Owners.
- c) All Municipal rates, taxes and outgoing, including arrears, in respect of the Premises till the handover of the physical vacant possession to the Developer by the Owners, shall be for and to the account of the Owners and thereafter the same shall be borne and paid by the Developer, till the completion of the Project and thereafter the same shall be borne and paid by the unit Owners, to the extent of their respective areas;
 - d) That the name of the said Building shall be settled on mutual discussion between the Landowners and the Developer herein;
 - e) That, the Owners and Developer shall be liable to pay all sorts of taxes, GST [if applicable] and other outgoings against their respective allocation;
20. The Owners shall, on the day of signing of this agreement, at the request of the Developer, grant to the Developer a Registered Development Power of Attorney after Registered Development Agreement to authorizing the Developer to do all acts as be necessary for the Project and/or in pursuance hereof and/or on behalf of the Owners. However, the Owners shall, from time to time, grant such further Powers or authorities to the Developer and/or to its nominees, concerning the Project, for the Developer's doing the various works envisaged hereunder, including, entering into agreements for sale and/or construction of the said building and/or portions thereof and receiving all amounts in pursuance thereof. PROVIDED THAT such power of Attorney is only restricted with regard to the Developer's allocation. PROVIDED FURTHER the Developer and/or their constituted Attorney shall be liable for all acts, deeds and things by virtue of acting pursuant to the power of attorney granted by the Owners and shall indemnify the Owners from all loss, consequences, damages that the Owners may suffer due to the acts, deeds and things on the part of the Developer or the attorney.

MISCELLANEOUS:

- a. In the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the Owners and the Developers, the Owners having agreed to grant the exclusive right of development of the said premises to the Developers.
- b. That, the Owners No. 1 to 4 shall run their respective businesses from the aforesaid premises, but the position of their place of business shall be changed due to construction work upon the premises.
- c. That, neither party shall use or permit to be used the allocation in the proposed building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to other occupiers of the apartment of proposed building.
- d. Nothing in this agreement shall constitute a transfer or an agreement to transfer, or an assignment, or demise, by the Owners, of the said Land or any built up area to the Developers. But confers upon the Developer the exclusive and absolute rights of Development in conformity with the agreement.
- e. The respective allocations 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 condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.
- f. Neither party shall do or cause or permit to be done any act or thing which may render void and void able any insurance of the building or any part thereof and shall keep the other occupiers of the said building

harmless and indemnified from and against the consequence of any breach.

- g. No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- h. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building;
- i. Neither of the parties shall permit other's agents with or without workmen and others at all responsible times to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.
- j. The Developer is entering into this Agreement being prima-facie satisfied with regard to the title of the Owners in respect of the aforesaid property. The Developer however, reserves its rights to cause necessary searches with regard to the marketability of the title of the Owners in respect of the said property which is to be completed within a period of 30 [thirty] days from the date of execution of this agreement.
- k. The Developer shall indemnify and keep the Owners indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid;
- l. The Owners shall give such co-operation to the Developer and sign such papers, confirmations and/or authorities as may be reasonably required

- by the Developer, from time to time, for the Project, at the costs and expenses of the Developer;
- m. The Developer is liable to supply the copies of Sanction Plan and other related documents to the Owners time to time.
 - n. If there is any case pending in the court of law. In that event the Owners shall be liable for the same.
 - o. In case any outgoing or encumbrances relating to title or Ownership be found on the Premises till the date of completion of the Project in terms hereof, then and in such event, the Owners shall be liable to remove the same at their own costs. In case the Owners do not, then the Developer shall be at liberty to do so and recover the costs from the Owners;
 - p. During the continuance of this agreement the Owners shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the Developer but the Owners shall have full right to enter into the said building and to inspect the construction work carried on there by the Developer and to check the materials used in the Owners' allocated portion;
 - q. In case any of the parties hereto commit any default in fulfilment of them/its obligations contained herein then and in such event, the other party shall be entitled to specific performance and/or damages;
 - r. In case the Owners fail to obtain either any clearance and permission necessary for the Project or provide physical vacant possession of the Premises, then in such event, the Developer shall be at liberty to take the necessary efforts in that regard, for and on behalf of the Owners' cost and expenses, to be recovered in the same manner as mentioned herein above;
 - s. All disputes and differences between the parties hereto in any way relating to this agreement and/or arising out of the provisions hereof shall be referred for arbitration to such person as be mutually acceptable, failing which, each parties shall appoint arbitrators. Such

arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 1996 as amended till the date of disputes and or difference.

**THE FIRST SCHEDULE ABOVE REFERRED TO
[DESCRIPTION OF PLOT OF LAND]**

ALL THAT piece or parcel of measuring about 4 [four] Cottahs 3 [three] Chittacks 5 [five] Square Feet be the same little more or less TOGETHER WITH Constructed portion of an one storied pucca structure measuring about 385 [three hundred eighty five] Square Feet be the same a little more or less which is the undivided un-demarcated 55% [fifty five percent] of total plot of Bastu land measuring about 7 [seven] Cottahs 10 [ten] Chittacks 0 [zero] Square Feet be the same little more or less TOGETHER WITH an one storied pucca structure measuring about 700 [seven hundred] Square Feet be the same a little more or less standing thereon, lying and situated under Mouza - KRISHNAPUR now under Mouza - SHYAMNAGAR, J. L. No. 17, R. S. No. 180, Touzi No. 228 and 229, comprised in C. S. Dag Nos. 236 and 237 corresponding to R. S. Dag Nos. 188 and 189 appertaining to C. S. Khatian No. 204 corresponding to R. S. Khatian No. 750, within the local limits of Ward No. 20 of the South DumDum Municipality, having Municipal Holding No. 901 [old] 1051/1 [new], Jessore Road, Premises No. 512, Jessore Road, within the jurisdiction of the Office of the Additional District Sub-Registrar at Bidhan Nagar [Salt Lake City], under Police Station - Lake Town, District North 24-Parganas, PIN - 700 055, which is butted and bounded as follows:

ON THE NORTH : TUNI VALCANISING AND MOULDING CO. PVT. LTD. ;
ON THE SOUTH : CALCUTTA JESSORE ROAD ;
ON THE EAST : HINDUSTHAN PETROLEUM ;
ON THE WEST : COMMON PASSAGE ;

**THE SECOND SCHEDULE ABOVE REFERRED TO
[OWNERS' ALLOCATION]**

ALL THAT the Landowners herein entitled to get 2 [two] self contained separate Residential Flats on the Front side of Fourth Floor, each Flat

measuring about 800 [eight hundred] Square Feet more or less including 25% Super Built-up Area, 1 [one] self contained separate Residential Flat on the Front side of Third Floor measuring about 800 [eight hundred] Square Feet more or less including 25% Super Built-up Area, 2 [two] Commercial Spaces on the Front side of Ground Floor, each Commercial Space measuring about 150 [one hundred fifty] Square Feet more or less including 25% Super Built-up Area, 1 [one] Commercial Space on the back portion of Front side Shop Room on the Ground Floor, measuring about 150 [one hundred fifty] Square Feet more or less including 25% Super Built-up Area and another 1 [one] Commercial Space on the Front side of Ground Floor, measuring about 125 [one hundred twenty five] Square Feet more or less including 25% Super Built-up Area of the proposed G + 5 [five] storied building in habitable condition for undivided un-demarcated 55% [fifty five percent] of total plot of land and structure TOGETHER WITH an undivided proportionate share in the land of the premises and common areas of the said building AND accordance with the terms and conditions of these presents save and except installation of the personal electric meter of the said building to be allotted to the Owner as Owners' allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the area to be allocated to the Owners save and except installation of the personal electric meter;

That, during the course of construction of proposed G + 5 [five] storied building, if the Developer found that, there is any scope to make construction work of additional floor or floors upon the proposed G + 5 [five] storied building as per plan from the South DumDum Municipality, in that event the Landowners' Allocation and Developer's Allocation will be settled on mutual discussion amongst themselves and to that effect a Supplementary Agreement will be executed amongst themselves;

**THE THIRD SCHEDULE ABOVE REFERRED TO
[DEVELOPER'S ALLOCATION]**

ALL THAT remaining portion of the constructed area in the G + 5 [five] storied building and additional floor or floors upon the proposed G + 5 [five] storied building [if sanctioned by the South DumDum Municipality] after providing the Owners' allocation to the Owners as stated in the Second Schedule written hereinabove is to be allotted to the Developer as Developer's allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the area to be allocated to the Developer;

**THE FOURTH SCHEDULE ABOVE REFERRED TO
[COMMON AREAS, COMMON FACILITIES AND AMENITIES]**

- ❖ The Owners along with Co-Owners, occupiers, society or association or Company shall allow each other the following easement quasi easement and equal easement right, privileges etc.
- ❖ Land under the said building described in the first schedule;
- ❖ All side spaces, back spaces, paths, passages, drain ways sewerage provided in the said building;
- ❖ General lighting of the common portions and space for installation of electric meter in general and separate;
- ❖ Municipal connection of the drain and sewerage line of the said building;
- ❖ Staircase, stairs case landing, Lift Room, lift well, ^{Top of the Roof} lobbies of the building;
- ❖ Septic tank, water pump, underground and overhead water reservoir, water line;
- ❖ - Electric meter for common purpose;
- ❖ Lift cage, lift machine and its accessories.

Chandrasekar Saha.

ANNEXURE "A"
[The Specification]

Foundation works	:	R. C. C. column foundation [1:2:4].
Nature of construction	:	R. C. C. column structure.
Roof finish	:	R. C. C. roof slab [1:2:4].
Door and window	:	Door frames of main and other doors would be made of wood and door shutters would be of 32 mm thick flush door, the frame and door shutters of Toilet and W. C. would be of PVC. All windows will be Aluminium anodized [sliding type] fitted with glass panel.
Flooring	:	Entire flat will be finish with Floor Tiles/Marble and 0'-6" skirting and walls of the toilets would have 6'-0" high dado [Glazed tiles].
Sanitary & plumbing	:	Toilets would be of marching size shower and would be fitted with one /Western type commode with standard quality all plumbing lines are C.P.V.C and U.P.V.C., 1 [one] Wash Basin will be provided in Drawing cum Dining.
Kitchen	:	One Granite platform with cylinder space on the bottom, one Steel Sink, 3'-0" colour glazed tiles on the back of the cooking platform to protect the oil spot.
Electrical wiring	:	Concealed wiring in all flats. The following electrical points will be provided:

	<ul style="list-style-type: none"> ● Bed Rooms - 2 [two] Light Points, 1 [one] Fan Point, 1 [one] Plug Point [5 amp.]. ● Drawing cum Dining - 2 [two] Light Points, 1 [one] Fan Point, 1 [one] Plug Point [5 amp.]. ● Kitchen - 1 [one] Light Point, 1 [one] Plug Point [15 amp.].; ● Toilet - 1 [one] Light Point. ● Verandah - 1 [one] Light Point. ● Entrance - 1 [one] Light Point, 1 [one] Door Bell Point. ● One Air-conditioner point shall be provided in each Flat of the Owners;
Painting	: Interior wall of the building will finish with Plaster of Paris and colour wash in exterior wall of the building.
Verandah Grill	: M. S. railing up to 1'-6" will be provided on 1'-9" brick work in such verandah.
Extra Work	: For all extra work and fitting i.e. Telephone Point, collapsible gate, foot light point, full cover grill at verandah, extra electrical point and others. Unit/Flat Owner shall have to bear the costing [as per calculation] by the Developer and total extra cost shall be paid by the Unit/Flat Owner in advance to the Developer. .

SPECIMEN FOR TEN FINGER PRINTS

SIGNATURE OF THE
No. EXECUTANT/PRESENTANT



LTI
of Taimul
Bagram
by The Pro of
Kawer Ahmed

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Md-Nazmul Hoda

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



सायरा केजाम

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

SPECIMEN FOR TEN FINGER PRINTS

SIGNATURE OF THE EXECUTANT/PRESENTANT



Shabram Tahoy

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Parvez Ahmed

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Chandan Saha

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

SPECIMEN FOR TEN FINGER PRINTS

SIGNATURE OF THE EXECUTANT/PRESENTANT



Signature of the first individual

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Signature of the second individual

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				



Signature of the third individual

LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

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

SIGNED, SEALED AND DELIVERED by the OWNERS and the DEVELOPER in the presence of:



L.T. 2 of Taimul Begum by the son of Parwez Ahmed

1. श्री इरमिन
512 एन.ए. रोड
कोलकाता-700055

2. श्री राजेश कुमार

3. Shabnam Jahang

4. Md-Nazmul Huda

5. Parwez Ahmed

2. Amin D. Dutta
507/25A, Jessore
Road Cal-74

6. Harikesh Prasad

7. श्री राजेश कुमार

8. श्री राजेश कुमार

SIGNATURE OF OWNERS

Drafted and explained by me:

Niranjan Kumar Sahari
[Niranjan Kumar Sahari]
Advocate,

High Court, Calcutta.
Enrollment No. WB64/1999.

MAA TARA CONSTRUCTION
Chandor Saha
SIGNATURE OF DEVELOPER