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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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18.6.18
 8. 0-940592/18.

submitted to registration. The
 signature sheet / sheets & the
 endorsement sheet / sheets
 attached with this document
 are part of this document.

Additional District Sub-Registrar
 Sodepur, North 24 Parganas

18.6.18

DEVELOPMENT AGREEMENT

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OM CREATION
 Partner

THIS DEED OF AGREEMENT is made this 16th day of June, 2018 **BETWEEN SRI NARAYAN CHANDRA GHOSH (PAN-ADDPG2238G)**, son of Late Bhubaneswar Ghosh, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 4 No. Desh Bandhu Nagar, P.O.- Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110, hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

AND

OM CREATION (PAN- AAFFO9224K), a Partnership firm, having its office at Peerless Nagar Shopping Complex, Room No.6, 29F, B.T.Road, P.o.-Panihat, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700114, represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH (PAN-ADDPG2238G)**, son of Late Bhubaneswar Ghosh, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 4 No. Desh Bandhu Nagar, P.O.- Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110, **(2) SRI SANKAR SAHA (PAN- ARVPS5741E)**, son of Late Narayan Chandra Saha, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 53, Railway Park, Iswar Chatterjee Road, P.O.- Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors, legal representatives and/or assigns) of the **OTHER PART.**

WHEREAS (1) Nil Krishna Talukder, (2) Anil Krishna Talukder, both sons of Late Gour Chandra Talukder, (3) Sri Hare Krishna Talukder, (4) Sri Radha Krishna Talukder, (5) Sri Pran Krishna Talukder, (6) Sri Bijoy Krishna Talukder, (7) Sri Binoy Krishna Talukder, all sons of Late

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Narayan Chandra Ghosh
Partner

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Rasik Chandra Talukder are the recorded owners in the Revisional Settlement record in respect of total land measuring more or less 6.28 Acre, lying and situate at Mouza- Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 7 of the collector of North 24 Parganas, comprised and contained

in R.S. Dag No. 3516 land more or less .59 decimal,
in R.S. Dag No. 3518 land (doba) .58 decimal,
in R.S. Dag No. 3520 Land more or less .17 decimal,
in R.S. Dag No. 3522 land (doba) more or less .21 decimal,
in R.S. Dag No. 3523 land (doba) more or less .09 decimal,
in R.S. Dag No. 3524 land (pukur par) more or less .42 decimal,
in R.S. Dag No. 3525 land (pukur) more or less .85 decimal,
in R.S. Dag No. 3526 land more or less 3 acre 27 decimal
under R.S. Khatian No. 392 within the jurisdiction of Panihatati Municipality, under Ward No. 14 (new) of I.C. Road (Kundu Bagan), under P.S.- Khardah, Dist. North 24 Parganas.

AND WHEREAS for the purpose of better use and enjoyment of the aforesaid property the said Nil Krishna Talukder, Sri Anil Krishna Talukder, Sri Hare Krishna Talukder, Sri Radha Krishna Talukder, Sri Pran Krishna Talukder, Sri Bejoy Krishna Talukder, Sri Benoy Krishna Talukder partitioned the aforesaid property by meats and bounds by executing a "Deed of Partition" duly registered at A.D.S.R.O. Barrackpore on 13.04.1967 and also recorded in Book No. 1, Volume No. 39, Pages from 34 to 52, being No. 1691 for the year 1967 wherein a plot of bastu land measuring more or less 10 (ten) Cottahs 1 (one) Chittack 14 (fourteen) Sq.ft. Identified by Plot No. " BX " in the annexed site plan of the aforesaid Partition Deed, lying in R.S.Dag No. 3526, under R.S.Khatian No. 392, in Mouza- Sukchar was allotted to Sri Anil Krishna Talukder, son of Late Gour Chandra Talukder as absolute owner.

AND WHEREAS having acquired his absolute ownership in respect of the aforesaid plot of land by virtue of the aforesaid registered Partition

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Signature
Partner

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Deed, the said Anil Krishna Talukder got his name mutated with the assessment register of Panihati Municipality and paid taxes to authority concern regularly.

AND WHEREAS the said Anil Krishna Talukder died leaving behind him his following legal heirs and heiresses as a Class-1 legal heirs under the provision of Hindu Succession Act, 1956 in respect of the aforesaid property left by Anil Krishna Talukder.

<u>Sl.No.</u>	<u>Name</u>	<u>Relation with the deceased.</u>
1.	Sri Kamal Krishna Talukder	Son.
2.	Sri Pradip Kumar Talukder	Son.
3.	Sri Arun Krishna Talukder	Son.
4.	Sri Sakshi Gopal Talukder	Son.
5.	Sri Birendra Krishna Talukder	Son.
6.	Smt. Pratima Chowdhury	Married daughter.
7.	Smt. Purnima Paul	Married daughter.
8.	Smt. Sujata Kundu	Married daughter.
9.	Smt. Sudipta Paul	Married daughter.

AND WHEREAS the said Kamal Krishna Talukder, Pradip Kumar Talukder, Sri Arun Krishna Talukder, Sakshi Gopal Talukder, Birendra Krishna Talukder, Smt. Pratima Chowdhury, Smt. Purnima Paul, Smt. Sujata Kundu and Smt. Sudipta Paul became absolutely seized and possessed of and/or otherwise entitled to a plot of bastu land measuring more or less 10 (ten) Cottahs 1 (one) Chittack 14 (fourteen) Sq.ft. TOGETHERWITH structure standing thereon TOGETHERWITH all easement rights appertaining thereto, lying and situate at Mouza-Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 7 of the collector of North 24 Parganas, comprised and contained in R.S.Dag No. 3526, under R.S.Khatian No. 392 within the jurisdiction of Panihati Municipality, under Ward No. 14 of I.C. Road (Kundu Bagan) having 1/9th individual undivided share in the aforesaid property.

ANDWHEREAS while in khas physical possession over the said property the Kamal Krishna Talukder, Pradip Kumar Talukder, Sri Arun Krishna Talukder, Sakshi Gopal Talukder, Smt. Pratima Chowdhury, Smt. Purnima Paul, Smt. Sujata Kundu and Smt. Sudipta Paul transferred their undivided individual 1/9th, collectively 8/9th undivided share more or less 8 (eight) Cottahs 15 (fifteen) Chittacks 17.44 (seventeen point forty four) Sq.ft., identified by Plot No.BX, TOGETHERWITH kutch structure standing thereon in the total land more or less 10 (ten) Cottahs 1 (one) Chittack 14 (fourteen) Sq.ft. by executing a Deed of Conveyance, duly registered at A.D.S.R.O. Barrackpore on 19.12.2002 and recorded in Book No. 1, Volume No. 261, Pages from 285 to 296 being No. 9816 for the year 2002 in favour of Smt. Bela Rani Bhowmick, wife of Late Lalit Mohan Bhowmick and Sri Sambhu Dey, son of Sri Pran Ballav Dey.

ANDWHEREAS one of the co-sharer Sri Birendra Krishna Talukder transferred his undivided 1/9th individual share more or less 1 (one) Cottah 1 (one) Chittack 41.55 (forty one point fifty five) Sq.ft., identified by Plot No.BX/1, in the total land area more or less 10 (ten) Cottahs 1 (one) Chittack 41 (forty one) Sq.ft. by executing a Deed of Conveyance, duly registered at Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1, Pages from 1 to 15, being No. 5698 for the year 2004 in favour of Smt. Bela Rani Bhowmik, wife of Late Lalit Mohan Bhowmick and Sri Sambhu Dey, son of Sri Pran Ballav Dey.

AND WHEREAS having acquired their absolute ownership of the aforesaid plot of land more or less 10 (ten) Cottahs 1 (one) Chittack 41 (forty one) Sq.ft. TOGETHERWITH kutch structure standing thereon by virtue of aforesaid two separate registered Deed of Conveyance, the said Smt. Bela Rani Bhowmik and Sri Sambhu Dey, got their names mutated with the Assessment register of Panihati Municipality and paid taxes to the authority concern regularly.

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[Signature]
Partner

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AND WHEREAS Sri Sandeep Kumar Jaiswal, son of Sri Dhurup Kumar Jaiswal, Smt. Manju Bera, wife of Sri Abani Bera, Smt. Ratna Dhar, wife of Sri Atanu Dhar, Smt. Rinku Paul, wife of Sri Prabir Kumar Paul and Smt. Chhanda Basu, wife of Late Shyamal Kanti Basu purchased the aforesaid plot of land, morefully described in the schedule thereunder written, shown in the annexed site plan by RED bordered boundary line from Smt. Bela Rani Bhowmik and Sri Sambhu Dey through a clear registered Sale Deed, duly registered at A.D.S.R.O. Barrackpore on 3.11.2010 and also recorded in Book No. I. CD Volume No. 40, Pages from 1394 to 1406, being No. 11491 for the year 2010.

AND WHEREAS having purchased the aforesaid plot of land through the aforesaid registered Sale Deed the said Sandeep Kumar Jaiswal and others got their names mutated with the Assessment Register of Panihati Municipality and paid taxes to the Authority concerned regularly.

AND WHEREAS the Land Owner herein purchased a plot of BASTU land measuring an area more or less 10 (ten) Cottahs 1 (one) Chittack 14 (fourteen) Sq.ft. Identified by Plot Nos. "BX & BX/1" TOGETHERWITH a kutcha tiles shed structure measuring more or less 100 Sq.ft. standing thereon TOGETHERWITH all easements rights appertaining thereto lying and situated at Mouza- Sukchar, J.L.No.9, R.S.No.14, Touzi No.7 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.3526, under R.S.Khatian No.392, within the jurisdiction of Panihati Municipality being Municipal Holding No.13/K of I.C.Road (Kundu Bagan), under Ward No.14, under P.S. Khardah, Dist.North 24 Parganas, from the aforesaid Sri Sandeep Kumar Jaiswal, son of Sri Dhurup Kumar Jaiswal, Smt. Manju Bera, wife of Sri Abani Bera, Smt. Ratna Dhar, wife of Sri Atanu Dhar, Smt. Rinku Paul, wife of Sri Prabir Kumar Paul and Smt. Chhanda Basu, wife of Late Shyamal Kanti Basu, through a clear registered Deed of Conveyance, duly registered at A.D.S.R.O., Barrackpore on 19.03.2012 and was recorded in Book No.I, C.D.Volume No.6, pages from 5519 to 5538, being No.2887 for the year 2012.

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AND WHEREAS having purchased the aforesaid property the Land Owner herein got his name mutated with the Assessment Register of Panihati Municipality being Municipal Holding No.13/K of Iswar Chatterjee Road (Kundu Bagan), under Ward No.14, under P.S.- Khardah, District- North 24 Parganas and also mutated his name with the B.L. & L.R.O., Barrackpore-II at Panihati, Kolkata- 700114, Vide new Modified Khatian No.2027 and has been paying taxes to the authority concerned regularly.

AND WHEREAS with a view to develop or cause to be developed by constructing a multi- storied (G+5) building over the said plot of land, morefully and particularly described in the schedule hereinbelow (hereinafter called and referred to as the "SAID PROPERTY") the Developer herein approached the owner and expressed its intention to develop the under mentioned schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

AND WHEREAS the owner herein hereby agree to authorise the Developer to construct the multi-storied (G+5) building only over the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost and responsibility of the Developer on the terms and conditions stipulated hereunder :-

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

ARTICLE-I

DEFINITION

1. OWNER

:

Means **SRI NARAYAN CHANDRA GHOSH**, son of Late Bhubaneswar Ghosh, residing at 4 No, Desh Bandhu Nagar, P.O.- Sodepur, P.S.-

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OM CREATION

Narayan Chandra Ghosh
Partner

Khardah, Dist. North 24 Parganas, Kolkata-700110.

- 2. DEVELOPER :** **OM CREATION** a partnership firm, having its registered office at "Peerless Nagar Shopping Complex", 29F, B.T.Road, Room No.6, P.O.- Panihati, P.S.- Khardah, Kolkata-700114, **(1) SRI NARAYAN CHANDRA GHOSH** son of Late Bhubaneswar Ghosh, residing at 4 No.Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, **(2) SRI SANKAR SAHA**, son of Late Narayan Chandra Saha, residing at 53, Railway Park, Iswar Chatterjee Road, P.O.- Sodepur, P.S.- Khardah, Dist. North 24 Parganas, Kolkata- 700110,
- 3. LAND :** The land described in the schedule here under written.
- 4. BUILDING :** Means G+5 storied building to be constructed on the scheduled property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owner at the cost of construction charges and expenses of the Developer hereinafter referred to as the said building.
- 5. ARCHITECT :** Shall mean person or firm to be appointed or nominated by the Developer/Promoter for construction of the proposed building.

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- 6. BUILDING PLAN:** Plan to be sanctioned by the Panihati Municipality in accordance with the building rules.
- 7. TRANSFER :** Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer or space/flat in multi-storied building to the intending Purchaser and/or Purchasers thereof save and except the owners allocation hereinafter referred to.
- 8. TRANSFEREE :** Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.
- 9. TIME :** Shall mean the construction shall be completed within 36 (thirty six) months from the date of sanctioning of building plan from the Panihati Municipality. If the time requires to be increased in that event both the parties i.e. the Developer and the owner will settle the matter amicably if the circumstances so warrant.
- 10. COMMENCEMENT:** This agreement shall be deemed to have commence with effect from the date of execution of this agreement.

11. COVERED AREA: Shall mean the plinth area of the building measuring at the floor level of the basement or any story and as shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/flats/rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/room including proportionate share of stair, lift and lobby.

12. COMMON AREA: Shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portions/flat for the use of the co-owners of the flats, water pump room in the ground floor and open terrace of the Top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer in consultation with the owner.

13. COMMON PORTIONS: Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.

14. COMMON FACILITIES

AND AMENITIES : Shall include corridors, staircase, water pump, pump house, over head tank and such other

facilities which may be mutually agreed upon by and between the parties and required for the location free enjoyment, maintenance, upkeep and/or proper management of the building including the top floor roof and terrace of the building.

- 15. PROPORTIONATE:** Shall mean where it refers to the share of any Purchaser to Purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the owners' area and where it refers to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.
- 16. PROJECT :** Shall mean the development of land by construction of the proposed 6 (six) storied (G+5) building for selling of the flats/portions of the Building another jobs as envisaged hereunder save and except the owner's allocation.
- 17. SINGULAR :** Shall include the plural and vice versa.
- 18. MASCULINES :** Shall include the feminine and vice versa.
- 19. TRANSFEREES :** Shall mean the person or body of individual, firm, limited company, association or persons

to whom any space/flat in the building is proposed to be transferred on Ownership basis for Residential purpose whatsoever.

It is intended and agreed by and between the parties hereto that this Agreement shall be a complete record of the Agreement between the parties regarding the subject matter hereof and in complete viable of the negotiation before the execution of these present.

A lift shall be installed for the use of the owners of the flats positively.

20. HOLDING

ORGANISATION : Shall mean Association, Limited Company or Co-operative or Registered Society that may be nominated or formed by the land owners/developer for the common purpose.

21. GENERAL LIMITED

COMMON ELEMENTS: Shall mean those limited common elements which are for the use of or benefit of all the units as morefully and particularly described in the SECOND SCHEDULE hereinafter written.

22. ROOF : Shall mean and includes the roof of the said building on the top of the terrace and the roof right will be exclusively belongs to the flat owners.

23. SUPER BUILT

UP AREA : Shall mean built up (i.e. summation of covered area with prportionate share of stair case,

lobby and lift area) + 20% of built up area =
Total Super Built Up area.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

(a) This Agreement shall come into effect automatically and immediately on execution of these presents by and between the Parties hereto.

(b) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owner in favour of the Developer or his nominee/nominees in terms of the Agreement in respect of flat and other units in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

ARTICLE-III LAND OWNER'S REPRESENTATION

(a) The Land Owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

(b) None other than the Land Owner shall have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

(c) That the said property is free from all encumbrances, charges, liens, lispensens, attachments, acquisition, requisition whatsoever or howsoever.

(d) That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

LAND OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS

- (i) The Land Owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
- (ii) The Land Owner has absolute right and authority to develop the said plot of land.

ARTICLE-V

DEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

- (i) Construction of the new Building with all ancillary services complete in all respect as per the plans , the details and specifications thereof. The building shall be constructed for residential and commercial use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations etc.
- (ii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other competent authority in respect of the said property upto the date of this agreement shall be paid by the Land Owner and thereafter all such taxes whatsoever shall be paid by the developer.
- (iii) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.

(iv) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats and other units of the proposed building/buildings which completely includes as Developer's areas/portions in the proposed building at the said premises and/or of all or any portion/portions thereof save and except the owner's allocation, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards the Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market, good, proper and substantial and in compliance with the said drawings and specifications as are contained in the said plan to be sanctioned by the Panihati Municipality.

(v) The Developer will be entitled to prepare Plan and revised or alter the Plan subject to the approval of the Land Owner and to submit the same to the concerned authority in the name of the owner at its own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the Developer in the name of the Land Owner from the concerning authority/s.

(vi) The Developer hereby undertakes to indemnify and keep indemnified to the Land Owner from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the Panihati Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission,

violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(vii) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owner indemnified.

ARTICLE-VI CONSIDERATION
(Owner's allocation)

In consideration of the owner having granted the Developer and exclusive consent to develop the said property the owner shall be entitled to get **40% of the total constructed area OUT OF WHICH South and Western side at Ground Floor and South and Western side of First and Third Floor and East and Northern side of Second, Fourth and Fifth Floor will be allotted by the Developer proportionately TOGETHERWITH undivided proportionate share of land TOGETHERWITH all common amenities and facilities attached with the proposed multi-storied building.** Measurement and Flat number will be decided by the parties herein by executing a Supplementary Agreement after obtaining sanctioned building plan.

(Developer's allocation)

Besides the owner's allocation stated above the rest portion will be the Developer's allocation.

ARTICLE-VII PROCEDURE

1. The Land Owner shall execute a registered Development Agreement for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into

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agreement for sale to receive consideration money for the Developer's allocated area only save and except the owners allocation. During continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement.

2. The Land Owner shall help to obtain mutation of the property in favour of the prospective flat and other units owners whatsoever after the completion of the construction and after transfer or sale of all the flats and other units to the said prospective owner hereof.

3. The owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owner's allocated flats and other units as may be determined by the proposed association or society to be formed after taking physical possession of his respective flats and other units from the Developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the Developer till the separation of the flats and other units in question among all consumers or purchasers.

ARTICLE-VIII CONSTRUCTION

The Land Owner or any person claiming through him shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX POSSESSION

Immediately on execution of these presents the owner shall handover to the Developer the physical possession of the said premises

and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owner or any person or persons claiming under him.

ARTICLE-X BUILDING

(a) The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials within 36 (thirty six) months from the date of sanctioning of plan by the Municipal authority.

(b) The Developer will install and erect in the said Building at his own costs, pumps, water storage over head reservoirs, electrifications, permanent electric connection from the CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by CESC in the said Building.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owner construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the Land Owner.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owner shall have no liability whatsoever in this context.

ARTICLE-XI RATES AND TAXES

- (i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land Owner under this agreement till the Development of the property from the date of taking over the possession.
- (ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII SERVICE AND CHARGES

- (a) On completion of the Building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.
- (b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipments for common use maintenance and general management of the building.
- (c) The Developer in consultation with the Land Owner and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration / association as and when formed.

ARTICLE-XIII COMMON RESTRICTIONS

- (a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bide skin, kerosene, diesel oil foreign liquor country spirit etc. which may cause fire, hazard to the said building.

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OM CREATION

N. S. Chakraborty
Partner

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the structure in his allocated portion or any part thereof.

ARTICLE-XIV **LEGAL COMPLIANCE**

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owner shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XVI **OWNERS' INDEMNITY**

The owner hereby undertakes to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/ omission of any act or deed on the part of the Land Owner.

ARTICLE-XVII **TITLE DEEDS**

The Land Owner shall, at the time of exeuction of this agreement, deliver to the Developer all original documents and the title deed/deeds and other allied papers related to the said land against proper accountable receipt.

OM CREATION
N. J. LEGAL
Partner

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ARTICLE-XVIII

MISCELLANEOUS

(a) The Land Owner and the Developer herein entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the Developer and the owner but as joint venture between the parties hereto.

(b) Each terms of this agreement shall be the consideration for the other terms.

ARTICLE-XIX

FORCE MAJEURE

1. Force Majeure is herein defined as :

- (a) Any cause which is beyond the control of the Developer.
- (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
- (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.
- (d) Transportation delay due to force majeure or accidents.

2. The Developer and/or Land Owner shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owner.

ARTICLE-XX

JURISDICTION

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these

Contd...P-22.

presents between the parties hereto including specific performance of contract.

ARTICLE-XXI ARBITRATION

All disputes and differences arising in between the parties to this agreement shall on the First place be referred to unofficial arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly if necessary in accordance with the Indian Arbitration Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXII GENERAL CONDITIONS

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties in presence of two witnesses and counter signed by the proper Advocate.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of a plot of BASTU land measuring an area more or less 10 (ten) Cottahs 1 (one) Chittack 14 (fourteen) Sq.ft. Identified by Plot Nos. "BX & BX/1" **TOGETHERWITH** a kutcha tiles shed structure measuring more or less 100 Sq.ft. standing thereon **TOGETHERWITH** all easements rights appertaining thereto lying and situated at Mouza- Sukchar, J.L.No.9, R.S.No.14, Touzi No.7 of the

Collector of North 24 Parganas, comprised and contained in R.S.Dag No.3526, under R.S.Khatian No.392, new modified Khatian No. 2027 within the jurisdiction of Panihati Municipality being Municipal Holding No.13/K of I.C.Road (Kundu Bagan), under Ward No.14, under P.S. Khardah, Dist.North 24 Parganas, which is butted and bounded as under:

ON THE NORTH : Pond

ON THE SOUTH : 25 ft. wide I.C.Road.

ON THE EAST : Plot No. A.

ON THE WEST : 10 ft. wide Common Passage.

SECOND SCHEDULE ABOVE REFERRED TO :
(Common Area)

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common passage and lobbies on the ground floor.
4. Water pumps, water tank reservoirs, water pipes, septic tank and all other common plumbing installations and sanitary installations.
5. Common electrical wirings, fittings and fixture.
6. Drainage and sewers.
7. Pump house.

OM CREATION
Ny ch
Partner

Contd...P-24.

8. Boundary wall and main gates.
9. Such other common parts, area, equipments, installations, fixtures, fittings and spaces on or about the said building as are necessary for passage to or user and occupancy of the said flats in common and as may be specified and/or determined from time to time to be common parts after constructions and completion of the said building but excluding the roof and/or terrace and covered and uncovered car parking space and areas.
10. Alternative water supply.
11. Lift facility on all floors.
12. Roof of the top floor.

**THE THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION
FOR CONSTRUCTION & FEATURES OF LAND OWNER FLATS.**

1. Structure &
Foundation:- Designed for G+5 floor, Reinforced cement concrete beams, columns, slabs etc. within fill up brick walls.
2. External wall: 8" thick brick works with standard bricks and Cement mortar (1:6).
3. Partition wall: 5" & 3" thick brick work with standard bricks and cement mortar (1:4).
4. Structural frame: R.C.C.Work (1:2:4) column and slabs.
5. External and
Internal plaster: 12 m.m. thick with cement mortar (1:6)

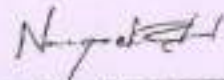
6. Door frame : Good quality shal wood.
7. Door shutter: All door shutters except toilet will be the Flush Door fitted with standard locking devices.
8. Window : Aluminium sliding window with iron grill in outside the window with 3 m.m. Glass.
9. Kitchen : Floor with good quality vitrified tiles 2' x 2' and counter top marble slab and 6' height white glazed tiles and one sink of steel made.
10. Floor : Good quality Vitrified floor tiles with 6 inch skirting.
11. Toilets : 6'-0" height white glaze tiles excluding skirting, one wash basin, one W.C. and necessary taps (2 Nos.) with Guiser point.
12. Hardware : Standard Stainless Steel.
13. Internal wall finishing : Plaster of Paris/Putty without primer.
14. External wall finishing : Water proof weather coat paint with cement primer.
15. Water supply: Deep tube well with electric pump and overhead reservoir.
16. Lift : Lift of reputed brand will be provided for 5 (five) persons.

17. Electrification: Concealed wiring with standard switches 6 Nos. of points excluding plug point & A.C. point in Bedrooms and Drawing room and 4 Nos. of points excluding exhaust fan in Kitchen and I.S.I. wire, individual meter arrangement has to be made by the party.

IN WITNESSES WHEREOF, the parties have hereunto set their respective signature on the day, month and year first above written.

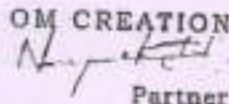
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF BY THE PARTIES:

1. Debasish Sarkar.
Advocate.
Barrackpore Court.



Signature of the Land Owner.

2. Sona Jay
Subhas Nayan
Sodepur,
KOL-110.

OM CREATION

Partner

OM CREATION
Sanku Saha
Partner

Signature of the Developer.

Drafted and prepared by:

Debasish Sarkar,

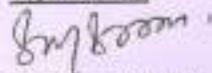
(Sri Debasish Sarkar)

Advocate.

Barrackpore Court.

Enrolment No. W.B.-1028/1983.

Typed by me:



(Sri Subinoy Biswas)

A.D.S.R.O., Barrackpore.

Major Information of the Deed

Deed No :	I-1524-03561/2018	Date of Registration	18/06/2018
Query No / Year	1524-0000940592/2018	Office where deed is registered	
Query Date	16/06/2018 9:02:47 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	D Sarkar Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, PIN - 700120, Mobile No. : 9874745797, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 40,00,000/-	Rs. 1,69,67,670/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Khardaha, Municipality: PANIHATI, Road: I.C.Road(Kundu Bagan), Mouza: Sukhchar

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	RS-3526	RS-392	Bastu	Bastu	10 Katha 1 Chatak 14 Sq Ft	39,70,000/-	1,69,37,670/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
Grand Total :					16.6352Dec	39,70,000 /-	169,37,670 /-	



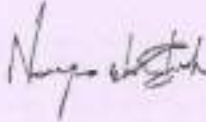
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	



Major Information of the Deed :- I-1524-03561/2018-18/06/2018



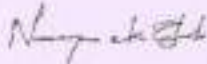
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr Narayan Chandra Ghosh (Presentant) Son of Late Bhubaneswar Ghosh Executed by: Self, Date of Execution: 18/06/2018 , Admitted by: Self, Date of Admission: 18/06/2018 ,Place : Office	 <small>18/06/2018</small>	 <small>LTI 18/06/2018</small>	 <small>18/06/2018</small>
4 No. Desh Bandhu Nagar, P.O:- Sodepur, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADDPG2238G, Status :Individual, Executed by: Self, Date of Execution: 18/06/2018 , Admitted by: Self, Date of Admission: 18/06/2018 ,Place : Office				

Developer Details :



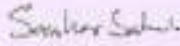
Sl No	Name,Address,Photo,Finger print and Signature			
1	OM CREATION Peerless Nagar Shoping Complex, Room No.6, 29F, B., P.O:- Panihati, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700114 , PAN No.:: AAFFO9224K, Status :Organization, Executed by: Representative			

Representative Details :

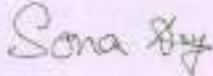
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Narayan Chandra Ghosh Son of Late Bhubaneswar Ghosh Date of Execution - 18/06/2018 , Admitted by: Self, Date of Admission: 18/06/2018, Place of Admission of Execution: Office	 <small>Jun 18 2018 3:22PM</small>	 <small>LTI 18/06/2018</small>	 <small>18/06/2018</small>
4 No. Desh Bandhu Nagar, P.O:- Sodepur, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADDPG2238G Status : Representative, Representative of : OM CREATION (as Partner)				



Major Information of the Deed :- I-1524-03561/2018-18/06/2018

2	Name	Photo	Finger Print	Signature
	Mr Sankar Saha Son of Late Narayan Chandra Saha Date of Execution - 18/06/2018, , Admitted by: Self, Date of Admission: 18/06/2018, Place of Admission of Execution: Office	 <small>Jun 18 2018 3:23PM</small>	 <small>L1 18/06/2018</small>	 <small>18/06/2018</small>
53, Railway Park, Iswar Chatterjee Road, P.O:- Sodepur, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARVPS5741E Status : Representative, Representative of : OM CREATION (as Partner)				

Identifier Details :

Name & address	
Mr Sona Dey Son of Late P C Dey Subhas Nagar, P.O:- Sodepur, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700110, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Narayan Chandra Ghosh, Mr Narayan Chandra Ghosh, Mr Sankar Saha	
	18/06/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Narayan Chandra Ghosh	OM CREATION-16.6352 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Narayan Chandra Ghosh	OM CREATION-100.00000000 Sq Ft

Endorsement For Deed Number : I - 152403561 / 2018

On 18-06-2018

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 : 48 (g) of Indian Stamp Act 1899.



Major Information of the Deed :- I-1524-03561/2018-18/06/2018

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

Presented for registration at 13:39 hrs on 18-06-2018, at the Office of the A.D.S.R. SODEPUR by Mr Narayan Chandra Ghosh ,Executant.

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 1,89,67,670/-

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

Execution is admitted on 18/06/2018 by Mr Narayan Chandra Ghosh, Son of Late Bhubaneswar Ghosh, 4 No. Desh Bandhu Nagar, P.O: Sodepur, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Business

Identified by Mr Sona Dey, , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 18-06-2018 by Mr Narayan Chandra Ghosh, Partner, OM CREATION, Peerless Nagar Shopping Complex, Room No.6, 29F, B., P.O:- Panihati, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700114

Identified by Mr Sona Dey, , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

Execution is admitted on 18-06-2018 by Mr Sankar Saha, Partner, OM CREATION, Peerless Nagar Shopping Complex, Room No.6, 29F, B., P.O:- Panihati, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN - 700114

Identified by Mr Sona Dey, , Son of Late P C Dey, Subhas Nagar, P.O: Sodepur, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/06/2018 11:29AM with Govt. Ref. No: 192018190249922901 on 18-06-2018, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 295887495 on 18-06-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 743, Amount: Rs.5,000/-, Date of Purchase: 15/06/2018, Vendor name: S Bhowmick

2. Stamp: Type: Court Fees, Amount: Rs.10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/06/2018 11:29AM with Govt. Ref. No: 192018190249922901 on 18-06-2018, Amount Rs: 35,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 295887495 on 18-06-2018, Head of Account 0030-02-103-003-02

Maitreyee Ghosh

Maitreyee Ghosh

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal**

Major Information of the Deed :- I-1524-03561/2018-18/06/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2018, Page from 113137 to 113175

being No 152403561 for the year 2018.



Digitally signed by Maitreyee Ghosh
Date: 2018.06.22 11:27:49 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 22-06-2018 11:20:11
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)