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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

Certificate of Registration No. Y-738084
 Registered on 21/06/2024
 District Sub-Registrar-IV
 South 24 Parganas

21/06/2024
 2001536009/2024

District Sub-Registrar-IV
 Registrar U/S 171 of
 Registration Act
 South 24 Parganas
 21 JUN 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this 21st day of June, 2024 (Two Thousand Twenty Four) of Christian Era ;

BETWEEN

SMT. ANJANA PATWARY alias ANJANA MANDAL, wife of Sri Tushar Ranjan Mandal and daughter of Binoy Kumar Patowary, (**PAN - AOIPM9726R**), (**Aadhaar No.5790 8237 6181**), by faith Hindu, by Nationality - Indian, occupation - Retired, residing at 5, Harisadhan Eastern Park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700 075, District - South 24 Parganas, hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include her, heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART;**

AND

M/S. K. ASSOCIATE, a proprietorship Firm, having its office 126/4, Garfa Main Road, Post Office - Santoshpur, Police Station - Garfa, Kolkata - 700 075, District - South 24 Parganas,, represented by its sole Proprietor **SRI KUNTAL KUMAR DAS**, son of Sri Kushal Kanti Das, (**PAN-EOQPD5089N**), (**Aadhar No 2984 4897 0262**), by faith Hindu, by occupation -Business, by Nationality - Indian, residing at 3, Raj Krishna Pal Road, Post Office - Santoshpur, Police Station - Garfa, Kolkata - 700 075, District - South 24 Parganas, West Bengal, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs executor, administrators legal representatives and/or assigns) of the **OTHER PART;**

WHEREAS that the original owner therein Sri Binoy Kumar Patwari was seized and possessed of or otherwise well and sufficiently entitled to All that the piece and parcel of land measuring about 12 Decimals equivalent to 7 (Seven) Cottahs 4(Four) Chittaks 6 (Six) Sq.ft. be the same little more or less together with the dwelling structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, under Police Station - formerly Tollygunge then Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub- Registry office at Alipore, in the District of South 24 Parganas, as morefully described in the Schedule thereunder written, by paying the usual rents and taxes to the authorities concerned.

AND WHEREAS thereafter by a registered Deed of Gift dated 14th day of October, 1982, made between Sri Binoy Kumar Patwari, therein referred to as the Donor the said Donor gifted transferred and conveyed by way of Gift of All that piece and parcel of land measuring about 12 Decimals equivalent to 7 (Seven) Cottahs 4 (Four) Chittaks 6 (Six) Sq.ft. be the same little more or less together with the dwelling structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, under Police Station - formerly Tollygunge then Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal

Corporation, Ward No.104, Sub- Registry office at Alipore, in the District of South 24 Parganas, together with all easement rights thereto, as morefully described in the Schedule thereunder written, which document was registered before Sub- Registrar at Alipore, 24 Parganas, recorded in Vide Book No. 1, Volume No. 133, Pages Nos. 17 to 20, being No. 5045, for the year 1982, in favour of **SMT. ANJANA PATWARY alias ANJANA MANDAL.**

AND WHEREAS thus the **SMT. ANJANA PATWARY alias ANJANA MANDAL** therein became the absolute owner of the aforesaid property and while seized and possessed of All that piece and parcel of land measuring about 12 Decimals equivalent to 7 (Seven) Cottahs 4 (Four) Chittaks 6 (Six) Sq.ft. be the same little more or less together with the dwelling structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, under Police Station - formerly Tollygunge then Kasba now Survey Park, at present lying within the limits of the Kolkata, Municipal Corporation, Ward No.104, Sub- Registry office at Alipore, in the District of South 24 Parganas, together with all easement rights thereto, and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS by a Bengali Saf Brikray Kobala (Deed of Conveyance), dated 14.08.1991, and recorded in the office of District, Registrar at Alipore, South 24 Parganas, recorded in

Book No. 1, Volume No. 86, Pages from 384 to , being /Deed No. 12575, for the year 1991, the said Smt. Anjana Patwari therein referred to as the Vendor therein the said Vendor therein sold, transferred and conveyed against the valuable consideration of All that piece and parcel of land measuring about 3(Three) Cottahs 9 (Nine) Chittaks 40(Forty) Sq.ft. be the same little more or less together with the dwelling structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, under Police Station - formerly Tollygunge then Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub- Registry office at Sealdah, in the District of South 24 Parganas, together with all easement rights thereto, as morefully described in the First Schedule hereunder written, in favour of **SRI TUSHAR RANJAN MANDAL** and portion of the said land was encroached with adjacent road and retained the balance land measuring about 3 (Three) Cottahs 6 (Six) Chittaks 5 (Five) Sq.ft. be the same a little more or less in her absolute possession, as morefully described in the First Schedule hereunder written.

AND WHEREAS thereafter the owner herein / **SMT. ANJANA PATWARY alias ANJANA MANDAL** herein since the said gift the **SMT. ANJANA PATWARY alias ANJANA MANDAL** is in peaceful and uninterrupted possession became the absolute owner of the aforesaid property and while seized and possessed All that piece and parcel of land measuring about 3(Three)

Cottahs 6 (Six) Chittaks 5 (Five) Sq.ft. be the same little more or less together with the 400 Sq.ft. Tile shed structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, under Police Station - formerly Tollygunge then Kasba now Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Sub- Registry office at Sealdah, in the District of South 24 Parganas,

AND WHEREAS thereafter the owner/ **SMT. ANJANA PATWARY alias ANJANA MANDAL**, herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated her own name in the records of Kolkata Municipal Corporation which became known and numbered as premises No. 144, Patoary Para, Police Station - formerly Tollygunge then Kasba now Survey Park, Kolkata - 700075, having Assessee No.31-104-32-0144-3 under Ward No. 104, District South 24 Parganas as morefully described in the First schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS the said **SMT. ANJANA PATWARY alias ANJANA MANDAL**, the Owner herein, the party of the First Part herein, decided to making construction thereon a multistoried storied residential building upon the said property by engaging a contractor or developer of the locality who have sound knowledge and sufficient fund and thus they are looking after a

developer to make a high rise building on the said property as morefully and particularly described in the First Schedule hereinbelow and the party of the other part, the developer herein, having come to know the intention of the Owner herein in respect of the said property came forward and offered their to make a construction upon the said property with certain terms and conditions. After long discussions and negotiations with the party of the first part and the developer herein, the party of the other part herein decided to enter into a development agreement separately the connection of the said plot of land being All that piece and parcel of land measuring about 3(Three) Cottahs 6 (Six) Chittaks 5 (Five) Sq.ft. be the same little more or less together with the 400 Sq.ft. Tile shed structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana-Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, within the limits of the Kolkata Municipal Corporation being premises No. 144,Patoary Para, Police Station - formerly Tollygunge then Kasba now Survey Park, Kolkata - 700 075, having Assessee No.31-104-32-0144-3 under Ward No. 104, District South 24 Parganas, as morefully described in the First Schedule hereinbelow on the terms and conditions hereinafter contained.

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

ARTICLE- I DEFINITIONS

1. **OWNER** shall mean **BETWEEN SMT. ANJANA PATWARY alias ANJANA MANDAL**, wife of Sri Tushar Ranjan Mandal and daughter of Binoy Kumar Patowary, (**PAN - AOIPM9726R**), (**Aadhaar No.5790 8237 6181**), by faith Hindu, by Nationality - Indian, occupation - Retired, residing at 5, Harisadhan Eastern Park, Post Office - Santoshpur, Police Station -Survey Park, Kolkata - 700 075, District - South 24 Parganas.
2. **DEVELOPER** shall mean **M/S. K. ASSOCIATE**, a proprietorship Firm, having its office 126/4, Garfa Main Road, Post Office - Santoshpur, Police Station - Garfa, Kolkata - 700 075, District - South 24 Parganas,, represented by its sole Proprietor **SRI KUNTAL KUMAR DAS**, son of Sri Kushal Kanti Das, (**PAN-EOQPD5089N**), (**Aadhar No 2984 4897 0262**), by faith Hindu, by occupation -Business, by Nationality - Indian, residing at 3, Raj Krishna Pal Road, Post Office - Santoshpur, Police Station - Garfa, Kolkata - 700 075, District - South 24 Parganas, West Bengal.
3. **TITLE DEED** shall mean all deeds, documents, papers and writings regarding title of the said property.
4. **PROPERTY (PREMISES)** shall mean All that piece and parcel of land measuring about 3(Three) Cottahs 6 (Six) Chittaks 5(Five) Sq.ft. be the same little more or less together with the 400 Sq.ft. Tile shed structure standing thereon lying and situated at Mouza - Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S.

Khatian No. 838, within the limits of the Kolkata Municipal Corporation being premises No. 144, Patoary Para, Police Station - formerly Tollygunge then Kasba now Survey Park, Kolkata - 700 075, having Assessee No.31-104-32-0144-3 under Ward No. 104, District South 24 Parganas, which is more fully and particularly mentioned and described in the First Schedule hereunder written.

5. **BUILDING** shall mean the building or buildings to be constructed on the piece of land Mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.

6. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stairways, passageways, shafts, drains, overhead water tank, ultimate roof, underground water reservoir, pump and motor, meter board, lift, boundary walls, gate and other space or spaces and facilities attached thereto or which may be mutually agreed upon between the parties or whatsoever required for establishment, location, enjoyment, Provisions, maintenance and /or management of the building and/or common facilities or any of them there as the case may be.

7. **SALEABLE SPACE** shall mean flat or flats, apartment or apartments or any other space or spaces or portion thereof for residential purpose only and for exclusive use of the flat Owner in the building available for independent use and occupation for common facilities and the space required therefore.

S. **OWNER ALLOCATION** :Owner allocation shall mean the 50% constructed area and common service area in the newly constructed building with lift and 50% Constructed area on Ground floor of the said building as per Kolkata Municipal Corporation sanctioned building plan alongwith undivided proportionate share of land which is free from all encumbrances and Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only as non refundable money / forfeited money, which is fully and particularly described in Second Schedule herein under written. (Be it mentioned here that if the party of the Second Part / Developer shall construct any extra construction after subsequently revised the sanction plan of the original sanction building plan upon the roof of the Building or in the Ground floor of the First Schedule premises) then the Developer shall have right to enjoy the said portion and shall have right over their.

[8] **DEVELOPER'S ALLOCATION** : Developer's share of allocation shall mean the 50% constructed area and common service area in the newly constructed multistoried building with lift and remaining portion of 50% Constructed area on Ground floor of the said building as per Kolkata Municipal Corporation sanctioned plan alongwith undivided proportionate share of land other than the Owner allocation of the New Building as fully and particularly described in Third Schedule hereunder written.

[9] **THE ENGINEER / ARCHITECT** :The Engineer shall mean as the consulting Engineer who has been appointed by the

Developer for designing and planning of the New Building or any other persons, firm or company who may be appointed hereinafter, for the similar purpose.

[10] **THE BUILDING PLAN :**The Building Plan to be prepared by the Architect / Engineer appointed by the Developer for the construction of the New Building and to be submitted duly signed by the Owner or her Attorney. Be it mentioned here that if the party of the Second Part/Developer shall construct any extra construction after revise of the original sanction building plan upon the roof or in the Ground floor of the First Schedule premises in that event the party of the First Part shall have right to entitle to get the entire of the said construction and the party of the Second Part shall bound to legalise the same from the Kolkata Municipal Corporation at his own cost and risk and the same to be sanctioned/approved by the authority concern of the Kolkata Municipal Corporation.

[11] **UNIT:** shall mean any flat, in the new building which is capable of being exclusively owned, used and/or enjoyed by unit Owner.

[12] **UNIT OWNER:** shall mean any person who acquires holds and/or possess any unit in the new building and shall include the Owner and the developer, for units hold by them from to time.

NOTE:

1. Masculine Gender shall include the femine gender and Vice-Versa.

2. Singular shall include the Plural and Vice-Versa.
3. The Owner has represented to the Developer as Follows:-
 - 3.1 The Owner/first party hereto is the absolute Owner, in possession of All that piece and parcel of land measuring 3(Three) Cottahs 6 (Six) Chittaks 5 (Five) Sq.ft. be the same little more or less together with the 400 Sq.ft. Tile shed structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana- Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, within the limits of the Kolkata Municipal Corporation being premises No. 144,Patoary Para, Police Station - formerly Tollygunge then Kasba now Survey Park, Kolkata - 700 075, having Assessee No.31-104-32-0144-3 under Ward No. 104, District South 24 Parganas, as morefully described in the First Schedule hereunder written.
 - 3.2 No. persons other than the Owner have right, title and/or interest, of any nature whatsoever, in the said Premises or any part thereof.
 - 3.3 The right, title and interest of the Owner in the premises is free from all encumbrances whatsoever (Save as mentioned herein) and the Owner have a good and marketable title thereto.
 - 3.4 There are no thika tenants on the premises and the Owner have received no notice of any such claim or proceeding.

- 3.5 No part of the premises has been or is liable to be acquired under the urban ceiling and regulation) Act, 1976 and/or under any other law and no proceeding have been initiated or pending in respect thereof. The Owner have obtained in obtaining all requisite clearance and permissions from the land ceiling authorities for the development of the Premises in the manner envisaged hereunder.
- 3.6. The Premises or any part thereof are at present not affect by any acquisition, requisition or alignment of any authority or authorities under any law and/or otherwise nor any notice has been received or come to the notice of the Owner.
- 3.7 Neither the premises nor any part thereof have been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, revenue or any other public demand.
- 3.8 The Owner have not in any way dealt with the Premises whereby the right, title and interest of the Owner as the Ownership, use, development thereof, are or may be affected in any manner whatsoever.
- 3.9 There are no wakfs, tombs, mosques, burial grounds and/or any charge or encumbrances relating to or on the premises or any part thereof.
- 3.10 The Owner shall have no difficulty in obtaining income tax clearance certificate and/or any permission for the completion of the transfer of Developer's area to the

developer and/or its nominees and/or otherwise in fulfilling their other obligations hereunder.

3.11 The representations of the Owner mentioned herein above are hereafter collectively called the "**SAID REPRESENTATIONS**" and the Owner confirms that the said representations are true and correct.

3.12 Relying on the said representations the developer has agreed to develop the Premises, to complete the project, pay the moneys and do the work as and on the term hereunder.

NOW IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO as follows: -

1. In consideration of the Owner having agreed to grant to the developer the exclusive right to develop the said premises, the developer has agreed to build the said proposed building at its own cost and expenses without calling upon to contribute any amount whatsoever for the said building from the Owner.
2. The Owner have appointed the developer as developer of the Premises and the developer have accepted such appointment on the terms and conditions herein contained.
3. The developer of the premises shall be responsible in the following manner: -

- a) At any time hereafter, the Owner shall allow the developer to enter upon the Premises and do all the works relating to the construction of the proposed new building as per sanctioned building plan immediately upon the developer obtaining possession of the said Premises.
- b) The developer shall be entitled to hold and remain in possession of the Premises and/or parts thereof in part performance of this agreement during the subsistence of this agreement.
- c) Subject to force majeure and reasons beyond control of the developer within 36 (thirty six) months from the date of plan Sanction the developer shall at its own cost and expenses complete the project by constructing the new building and shall deliver possession of the entirety of the Owner area to the Owner in a tenable condition, as per particulars mentioned in the First schedule hereto with such reasonable changes as advised by the Architects.

Be it mentioned here that in the event of any dispute in the title of the Owner in the said land and in case of any sort of encumbrance in the Schedule land the Owner shall be fully responsible to settle the same. In case of delay in settlement of such dispute, the

Developer shall be allowed with further extension of time for completion of the project as required.

4. The developer shall be entitled to occupy and use as per drawing of construction area of the premises **SUBJECT TO** the terms of this agreement for the duration of the project. The developer shall be entitled to use the Premises for setting up a temporary office and/or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs, advertising the project. It is clarified that at any time after the execution hereof, the Owner shall permit the developer to enter upon the Premises, survey the same, cause soil testing and all other works incidental for the construction of New Building.
5. The Owner shall be entitled as per Second schedule mention hereunder sanction FAR by the Kolkata Municipal Corporation.
6. The Owner area shall be constructed by the developer for and on behalf of the Owner and/or his nominee/s. The rest of the new building shall be constructed by the developer for and on behalf of himself and or for his/its nominees.
7. The Owner and the developer shall be entitled absolutely to its respective areas and shall be at liberty to deal them with an any manner his deem fit and proper **SUBJECT HOWEVER TO** the general restrictions for mutual

advantage in the **OWNERHIP FLAT SCHEMES**. They will also be at liberty to enter into agreements for sale of its respective areas and receive the full consideration there under **SAVE THAT** the Owner shall adopt the same covenants as the developer may adopt in its agreement with the unit Owner of the developer's area, at least in so far as the same relates to common portions, common expenses and other matters of common interest. The form of agreement by the parties shall be as jointly drawn by the Advocate's of the Developer.

8. The Owner shall, from time to time sell and convey to the developer and/or its nominee/s the undivided proportionate share in the land contained in the Premises appurtenant to the developer's area in the New Building.

The considerations of such conveyances shall be the cost of construction of the Owner area and no amount shall be payable to the Owner. The cost of preparation, stamping and registration of the conveyance shall be borne by the Transferees.

9. If so required by the Developer, the Owner shall join and/or cause such persons as may be necessary to join as parties to the conveyances for transfer of Developer's allocation.

10.1 The Owner in pursuance of this agreement has executed and registered a General Power of Attorney in favour of the Developer as its nominee by virtue of which the Developer shall be entitled to obtain sanction plan from Kolkata Municipal Corporation enter into agreement for sale in respect of the Developer Allocation and Owner's Allocation and shall also be entitled to execute registered Deed of Conveyance in respect of the Proportionate share of land relating to the area under the Developer's Allocation under this agreement.

10.2 The Developer on completion of the new building and obtaining the completion certificate from Kolkata Municipal Corporation shall put the Owner in undisputed possession of the Owner's allocation together with rights in common facilities and in the said new building.

10.3 The Owner shall be entitled to transfer or otherwise deal with the Owner's allocations in the said new building.

10.4 Simultaneously with the execution of these presents the Owner shall execute a Development General Power of Attorney in favour of the Developer in respect of Selling the Flat and Car Parking Space of Developer's Allocation in the said newly building to the and any intending purchaser or purchasers and also for entering into Agreement for Sale with the intending purchaser and taking Advance amount in respect of the Developer's Allocation and to negotiate

with the intending purchaser or purchasers and to settle the price of any units and other spaces or any part thereof required to be sold and to receive booking and consideration money as the Developer may deem fit and proper, provided of Course, and sign, represent and submit and execute admit before any Registrar, Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, Registrar of Assurances, Kolkata and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said Developer.

- 10.5 The Developer to sell, convey and transfer and/or complete the sale and transfer of the Developer's Allocation or any part or share thereof to any new purchaser or purchasers, agreements, supplementary agreements, sale agreements, sale deeds, documents of transfer, and assignments, and to do all acts deeds and things with regard to registration any of sale or transfer before the competent authority and receive further or other consideration from new buyers and also any other amounts receivable in respect of the Developer's Allocation or any of them or any part thereof which are or may be due payable or recoverable from any person or persons or authority or authorities by Cheques, Cash or Pay Orders or Demand Drafts drawn in the name Developer.

- 10.6 The developer shall be exclusively entitled to the developer's allocations in the new building and shall have the absolute right and full authority to transfer and/or otherwise deal with and/or dispose of the same after delivering the possession of the Owner's allocations to the Owner.
- 10.7 The developer shall be free to deal with developer's allocations in the said New Building without imposing any financial burden or liability upon the Owner in any manner whatsoever.
- 10.8 The Owner shall from time to time execute deeds of conveyances in favour of the developer or his/its nominees as be required by the developer **PROVIDED HOWEVER** the costs of such conveyance or conveyances including stamp duty and registration costs shall be exclusively borne by the developer or its nominees as the case may be.
- 11.1 Subject to the aforesaid conditions the decisions of the Architect to be appointed developer regarding the quality of materials shall be final and binding on the parties hereto.
- 11.2 The Developer at its own cost and expenses erect and complete the building on the said premises in accordance with the building plan sanctioned by the Kolkata Municipal Corporation such materials and with the specifications

mentioned in the Fifth Schedule hereto and as be recommended by the Architect from time to time.

11.3 The Developer at its own cost and expenses shall install and erect pump underground water storage tanks overhead reservoirs, electrical lines from the CESC Ltd. And other facilities in the said building as are required to be provided in a residential building.

11.4 After obtaining the sanction plan from Kolkata Municipal Corporation the Owner and the Developer shall enter into and execute a Supplementary Agreement specifying clarify the Owner Allocation and Developer Allocation according to the Sanction Plan.

ARTICLE - I :COMMON FACILITIES

- I. The developer shall pay and bear all property taxes and other dues and outgoings in respect of the existing building accruing due as and from the date of obtaining possession of the said premises from the Owner.
- II. As soon as the building is completed, the developer shall delivery of the Owner's allocations in the said new building to the owners. The rates and taxes to be paid in respect of the respective allotments in the New Building shall be paid by the parties in proportion of their respective allotments in the said newly building.

- IV. As and from the date of delivery of possession of the Owner's allocations to the owner, the Owner shall also responsible to bear and shall forthwith pay on demand to the developer the proportionate service charges for the common facilities in the new building payable in respect of the Owner's allocation, such charges are to include proportionate share of lights, sanitation or maintenance, occasional repair and renewal charges, charges for bill collection and management of the common facilities etc. together with other co-Owner of flats of the building.
- V. The Owner shall not intentionally do any act, deed or thing whereby the developer shall be prevented from proceeding with construction of the said project.

ARTICLE - II : COMMON RESTRICTIONS:

- I. The Owner's allocation in the building shall be subject to the same restriction and usages as applicable in the building intended for common benefits of all occupiers of the building which shall include the followings.
- II. Neither party shall use or permit to be used the respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity or use other than the residential use thereof or for

any purpose which may cause any nuisance or hazard to the other occupier of the building.

- III. Both parties shall abide by all laws, by laws, rules and regulations of the Government, Statutory Bodies and or bodies as the case may be and shall attend to answer and be responsible for any deviation and/or of any of the said laws, bye-laws, rules and regulations.
- VI. The respective allottees 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 allocations in the building in good working conditions and repairs and in particular not to cause any damages to the building or any other space or portion therein and shall keep the other occupiers of the building indemnified from and against the consequence of any breach.
- V. The Owner shall permit the developer and its men, agents and servants with or without materials and others at all reasonable times to enter upon the Owner's allocations and/or every part thereof for the purpose of maintenance and repairing and maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions any common facilities and/or for the purpose of maintenance.

ARTICLE - III :DEVELOPER' REPRESENTATIONS

[1] In execution of this agreement and delivering the Vacant possession of the said property by the Owner to the Developer and to start construction of the New Building thereon with a further right, inter-alia, to exploit commercially its own saleable space in the manner as provided herein subject to the terms and conditions contained herein.

[2] Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owner of the said property or any part thereof or interest in respect thereof in favour of the Developer, save as herein expressly provided, except the right of the Developer to commercially exploit its own allocation of saleable space in the New Building in terms hereof and to deal with the same in the manner hereinafter stated.

ARTICLE - V : COMMENCEMENT & VALIDITY

[1] This Agreement shall be deemed to have commenced from the date of signing these presents and the construction period including conversion and building plan sanction shall be stated as under:

ARTICLE - VI : PROCEDURE

[1] The Owner or her attorney have at the cost of the Developer, submitted the aforesaid plan to the Kolkata Municipal Corporation for necessary sanction, permission.

[2] All applications referred to in the clause 1 and 2 above have been made in the name of the Owner or Developer and the necessary permissions shall be obtained in the name of the Owner or Developer, which shall be retained by the Developer till the construction of the New Building is completed.

[3] In as much as the parties hereto have agreed to allocate between themselves the built-up area in the New Building in the manner herein before stated, the Owner and Developer shall be entitled to proportionate undivided share and interest in the land comprised in the said property, such proportionate area to be determined as per Second Schedule and third Schedule hereunder.

[4] The said undivided proportionate area of land of the property shall be deemed to be transferable to the Developer at any time after the execution of this Agreement and the original Title Deeds and other papers and documents relating to the said premises as are in possession of the Owner and agrees and covenants to produce or whenever is required then the Owner shall bound to produce the same by the request of the Developer.

[5] The Developer shall bear all the expenses whatsoever to obtain necessary sanction / permissions for the Building Plan, including any modification plan, together with all other expenses as mentioned herein without any-reimbursement of same from the Owner.

[6] The Owner will render to the Developer all reasonable assistance to obtain all sanctions permissions, approvals as and when required by the Developer and the Owner hereby agree, assure, declare that they will sign and execute such plans, applications and other papers and Deeds documents including a Development Power of Attorney as may be required by the Developer from time to time at the costs and expenses of the Developer.

[7] The Owner will grant to the Developer and / or its authorized employees / agents as special or a Development Power of Attorney that may be required to pursue sanction of the plan and construction, of the New Building which shall remain inforce during the terms of this agreement.

**ARTICLE - VII : INITIATION OF THE DEVELOPMENT
PROGRAMME**

[1] The Developer will start the construction and shall continue the construction strictly in terms of the sanctioned building plan and in accordance with law at its own costs and risk.

[2] The Developer shall be authorized by the Owner to apply for and obtained quotas, entitlements and other allocations of such buildings, materials allocable to the Owner for the construction of the New Building.

[3] The Developer shall be authorized by the Owner to apply for and to obtain temporary and / or permanent connections of water, electricity, gas and / or other facilities required of the New Building.

[4] All costs, charges and expenses including Architect's fees shall be paid and discharged by the Developer and the Owner will have no responsibility whatsoever therefore.

ARTICLE - VIII : SPACE ALLOCATIONS

[1] On completion of the New Building, the Owner will be entitled to get the Owner's allocation space as particularly mentioned in ARTICLE (IV) (1) and Second Schedule herein contained. However, the Developer shall make such arrangements so that the Owner may shift her residence to the New Building within 36 -months from the date of sanction of building plan and the possession would be handed over to the Owner prior to the others in the said building.

[2] On completion of the construction of the New Building the Developer shall be entitled to the saleable space, particularly mentioned in ARTICLE (IV) 2 and Third Schedule herein contained, PROVIDED ALWAYS that the Developer shall be at liberty to enter into such agreements for sale of the apartments as it would deem fit and proper at his own risk and liabilities.

[4] The common areas of the New Building shall be controlled by the Owner and the Developer and the Purchasers of the apartment jointly in such manner as may decide.

ARTICLE - IX : RATES AND TAXES

[1] The Developer will pay all outstanding taxes and other dues (if any) of the existing plot of land till the execution of this Agreement. The Kolkata Municipal Corporation expenses incurred in regard to sanction fees also be borne by the Developer.

[2] Be it noted here that if any Service tax or GST shall application or to be required to pay by the Owner for her owner's allocation in the event the party of the First Part shall pay the same before getting possession, irrespective of the fact weather the Owner is selling the flat of her portion or not if it is applicable.

[3] The Developer shall be liable to pay all taxes, Electricity bills and other dues during the construction of the New Building.

[4] The Developer and / or buyer/s and / or transferring of the flats in : the new building shall bear and pay the proportionate amount on the municipal taxes pertaining to their respective floor area after getting possession of their respective units.

[5] if any lawful works such as mutation or rectification or rectification of Deed in this case Developer shall clear or complete of this pending works at their cost.

ARTICLE - X : SERVICE & CHARGES

[1] On completion of the New Building and upon intimation by the Developer, the Owner will herein take possession of his allocated area in the New Building, and on taking possession, he will be responsible to pay and bear the proportionate services charges for the common facilities in the New Buildings.

[2] Additional services charges may also be charged for such other services as may provide over and above.

ARTICLE - XI : OWNER'S OBLIGATION

[1] The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Building by the Developer subject to fulfillment of the terms and conditions mentioned herein and written in Second Schedule hereunder.

[2] The Owner hereby agrees and covenant with the Developer not to do any act or Deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the New Building provided the Owner's allocation is handed over first.

[3] The Owner hereby agree and covenant with the Developer not to let out grant, lease, mortgage and / or change the said property or any portion thereof without consent in writing of the Developer or his nominee / nominees, save and except his own allocated portion or space in New Building.

[4] The Owner hereby agree and covenant with the Developer that at the time of Registration of Developer's allocation, the Owner will sign the relative Deed of Conveyances and present themselves for their Attorney before the Registration Authority without any disturbance.

ARTICLE - XII : DEVELOPER'S OBLIGATIONS

[1] The Developer hereby agree and covenants with the Owner to complete the construction of the New Building within 36 months from the date of sanction of building plan. If the Developer failed to complete the construction work within the stipulated period mentioned in this agreement then time to be extended automatically subject to the force major clause.

[2] The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable for construction of the New Building.

[3] The Developer hereby agrees and covenants with the Owner not to do any act, Deed or thing by which the Owner may be prevented from enjoying, selling, assigning and / or disposing his / their allocated portion in the New Building. The Owner shall execute a registered Development power of attorney in favour of Developer to receive the advance / earnest money and full consideration from any intending purchasers for the Developer's share of allocation save and except the Owner's share of allocation and shall appear before the D.S.R., A.D.S.R., Registrar of Assurance of Calcutta etc. and to sign in the agreement for sale and sale Deed (part) on behalf of the Owner save and except the Owner share of allocation.

ARTICLE - XIII :OWNER INDEMNITY

The Owner hereby undertake that the Developer shall be entitled to construct, complete and development of the said property and enjoy its allocated space without any interference and/or disturbance. The Owner hereby agree to indemnify the Developer against all allocation, suits, costs, proceedings and claims that may arise in respect of or relating to the Owner's title in the said property.

ARTICLE - XIV :DEVELOPER' INDEMNITY

[1] The Developer hereby undertakes to keep the Owner sufficiently indemnified against all claims and action, demands, suits and proceedings arising out of the Developments program in terms hereof.

[2] The Developer hereby undertakes to keep the Owner further indemnified against all action, suits, costs, proceedings accidents, any damage or losses and claims that may arise out of the Developer's actions with regard to the development of the said property.

ARTICLE - XV : TITLE DEEDS

The original Title Deeds and other papers and documents relating to the said premises as are in possession and custody of the Owner and agrees to produce or whenever is required to produce then the Owner shall bound to produce the same by the request of the Developer to the authority concern.

ARTICLE - XVI : MISCELLANEOUS

- [1] The Owner and the Developer have entered into this Agreement purely as a contract of Joint Venture Scheme and nothing contained herein which shall be deemed or contracted as a partnership between them and the parties hereto do not constitute as association or persons. This agreement is executing on principal to principal basis.
- [2] It is understood that from time to time to facilitate the construction of the New Building by the Developer, various Deeds, matters and things, not here in specified may be required to be done and / or executed by the Developer and for which the Developer may require the authority of Owner and also various application and other documents may be required to be signed or made by the Owner or their Attorney, relative to which specific provisions may have not been herein, the Owner hereby authorize the Developer to execute and sign all such Deeds and documents and at the request and at the cost of the Developer. The Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, Deeds, matters and things do not in any way, prejudice the rights of the Owner and / or go against the spirit of this Agreement. All cost in this regards shall be borne by the Developer.
- [3] Any notice require to be given by the Owner will without prejudice to any other mode of service available, deemed to have

been served on the Developer, if delivered by hand or sent by registered post with acknowledgement due at the last known addresses of the Developer recorded with the Owner.

[4] Any notice required to be given by the Developer shall without prejudice to any other mode of service available, deemed to have been served on the Owner if delivered by hand or send by registered with A/D post to.

[5] The ultimate roof shall be common used by Owner and all other Flat Owner who shall purchase from the Developer's share of allocation of the New Building. The building should be completed and finished at a time according to sanctioned plan / revised plan.

[6] The Developer will not sell any of their allotted share to any purchasers until the Owner allocation are peacefully handed over to them but the Developer may enter into agreement for sale to any intending Purchaser and may get earnest money / part consideration from the Developer's share of allocation only.

[7] The Developer should keep in mind that any materials are to be used in the construction of new building must be in conformity with the type and quantity and quality as mentioned according to the sanctioned plan of the Kolkata Municipal Corporation.

[8] The original title deeds and other papers and documents relating to the said premises as are in possession of the Owner and agrees and covenants to produce or whenever is required

then the Owner shall be bound to produce the same by the request of the Developer within 24(Twenty Four) hours.

ARTICLE - XVII : JURISDICTION

Only the courts having Territorial Jurisdiction over the premises shall have Jurisdiction in all matters relating to or arising out of this Agreement.

ARTICLE - XVIII : FORCE MAJOURE

The parties hereto shall not consideration to be liable for any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure and such obligation shall be suspended the duration of the Force Major. In this regard, force majeure shall mean and include flood, Earthquake, Riot, War, Strom, Tempest, Civil Commotion, strike, Civil Case, Court Cases, lockout and / or any other act beyond and the control of the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring about 3(Three) Cottahs 6 (Six) Chittaks 5 (Five) Sq.ft. be the same little more or less together with the 400 Sq.ft. Tile shed structure standing thereon lying and situated at Mouza -Garfa, J.L. No.19, Pargana-Khaspur, R.S. No. 2, Touzi No. 56, comprised in R.S. Dag No. 2338, appertaining to R.S. Khatian No. 838, within the limits of the Kolkata Municipal Corporation being premises No. 144,Patoary Para, Police Station - formerly Tollygunge then Kasba now Survey Park, Kolkata - 700 075, having Assessee

No.31-104-32-0144-3 under Ward No. 104, District South 24 Parganas, together with all easement right thereto which is butted and bounded by :-

ON THE NORTH :: Land of Dag No. 2369;
ON THE SOUTH :: 12'ft wide Kolkata Municipal Corporation;
ON THE EAST :: Land of Dag No. 2369;
ON THE WEST :: Land of Dag No. 2371 and 2372.

OR HOWSOEVER OTHERWISE the said land herediataments and premises and every party thereof **TOGETHER WITH** all sorts of easement rights and ingress and egress and every part thereof.

THE SECOND SCHEDULE ABOVE REFERRED TO :
[ALLOCATION OF SPACE TO THE OWNER]

It has been agreed by and between the land Owner and the Developer that the Owner will get from the Developer the 50% constructed area and common service area in the newly constructed building with lift and 50% Constructed area on the Ground floor of the said building as per Kolkata Municipal Corporation sanctioned plan alongwith undivided proportionate share of land which is free from all encumbrances and Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only as non refundable money / forfeited money. Now Rs.5,99,725/- (Rupees five lakhs ninety nine thousand seven hundred and twenty five) only duly paid at the time of registration

of Development Agreement and rest amount shall be paid later on.

THE THIRD SCHEDULE ABOVE REFERRED TO :

[ALLOCATION OF SPACE TO THE DEVELOPER]

The Developer shall be entitled to the remaining-50% constructed area and common service area in the newly constructed building with lift and 50% Constructed area on Ground floor a of the said building as per Kolkata Municipal Corporation sanctioned plan alongwith undivided proportionate share of land.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(COMMON AREAS AND FACILITIES)

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary, walls, stair case, lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours fixtures, fittings,

water pump, motor, pump room and lighting of common areas, common meter.

3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to be said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.
5. Lift and Lift wall.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(PROPORTIONATE EXPENSES)

The proportionate expenses which will be borne by the occupiers or Owner of the flats of the said building.

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.

2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary Managers, clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owner and occupiers) and other outgoing etc.
5. Insurance of the building against earthquake, fires any damages by natural calamities.
6. All electricity charges payable in common for the said building.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

S P E C I F I C A T I O N

GENERAL	::	The building shall be of RCC framed structure as per design of the Architect.
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BRICK WALL	::	All exterior brick wall shall be 8"/10" inches thick with bricks of approved quality in cement sand Mortar (1:6). All partition shall be 3" or 5" thick with brick of approved quality in cement, Sand Mortar (1:4).
FLOORING, SKIRTING & DADO	::	<ul style="list-style-type: none"> i) All rooms and Drawing / Dining and Veranda are laid with Vitrified Tiles and skirting up 4" height. ii) Kitchen will have Tiles upto 4'-0" height over table top will be granite. iii) Toilets will have anti-skid floor tiles and in wall upto 7'-0" height Glazed Tiles shall be provided. iv) Water proofing treatment with chemical (Sika Latex) on the roof.
INTERIOR FINISHING AND CEILING	::	Cement sand plaster (1:6) will be provided on the walls surface over which P.O.P. will be applied (Total inside parish / putty finish). The ceiling will be cement sand plastered 1:4 with P.O.P. finish.
EXTERIOR FINISHES PLASTERING WALLS CHAJJAS ETC.	::	Cement sand (1:6) plaster will be provided on the walls surface over which decorative weather coat paints will be applied (Asian paint Apex) with putty finish front side.

DOOR	::	a) Sal Wood door frame Main Door with 32mm ply with teak. b) Flush Door. c) Toilet Doors: Hard Plastic PVC or Flush Door. d) 6 Lever Mortis Lock for main entrance door and Cylindrical locks for all doors.
WINDOWS	::	a) Anodized Aluminium windows of standard rooled Sections with tinted glass. b) All windows shall be provided with integrated M.S. grills with enamel paints.
TOILETS	::	a) 2(Two) Commode of reputed brand. b) Shower. c) 20"x16" white wash basin of reputed brand (2 Nos.). d) One Tap with faucet of reputed ISI Marked. e) Wall Mixture in each toilet. f) One Washing machine point with inlet outlet point.
KITCHEN	::	a) Black Granite top cooking platform (Top of the Cooking Platform 21" with 4'-0" height Glazed wall tiles). b) SS sink size 17"x20".

		c) One tap of reputed make.
STAIR CASE	::	<p>a) Flooring: Marble floor and skirting as of required height.</p> <p>b) Railing: M.S. Railing is make of 5.5mm x 19mm flat as per design with wooden handrail.</p> <p>c) Stair case room will be provided with M.S. windows for light and ventilation as per design.</p> <p>d) Suitable rain water pipe for proper drainage of water from roof.</p> <p>e) Garage will have Tiles (25mm) flooring along with common passage security room and bathroom.</p>
WATER SUPPLY	::	Overhead Reservoir will be provided as per K.M.C. sanction plan with electric pump which will be installed on Ground floor to deliver water to overhead tank from ground reservoir connected to Kolkata Municipal Corporation Water Supply.
ELECTRICAL INSTALLATION	::	<p>a) Two light points, two fan points and plug points in drawing and living space (15 Amp plug point) only.</p> <p>b) One Flan point, two light points and two plug points in each bed room and</p>

		<p>Master bed room, 1(One) A.C. point only.</p> <p>c) One light point and Two plug points in Kitchen (one exhaust fan point), Mixi - Micro oven - Power point, filter point and washing machine point.</p> <p>d) One light point in each floor in stair case room.</p> <p>e) Separate Electric meter for common areas and facilities at the cost of the Developer.</p>
COMPOUND	::	<p>i) Grill gate as per design will be provided in suitable place (design to be approved by the landowner).</p> <p>ii) Floor design and elevation to be approved by landowner.</p> <p>iii) Grill gate as per design will be provided in main entrance at Ground floor and Roof.</p>
LIFT:	::	<p>4 Passengers Lift.</p>
EXTRA WORK	::	<p>Any deviation from the above specification shall be treated as extra work and / or the Owner / Purchasers shall bear the cost involved thereof, as per the demand of the Developer.</p>

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals hereon to and to a duplicate hereof this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED OWNER
AT KOLKATA IN THE PRESENCE OF:**

1. Debashish Kaler
5/0 Late Radha Kanta Kaler
15/16 v. Sarani Kol-78

Anjana Patwari @
Anjana Mandal
SIGNATURE OF THE OWNER

2. Biswamp Roy
Alipore Palace Club
Kalt 27

**SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED DEVELOPER
AT KOLKATA IN THE PRESENCE OF:**

1. Debashish Kaler
5/0 Late Radha Kanta Kaler
15/16 v. Sarani Kol-78

K. ASSOCIATE

Kuntal Kumar Das
Proprietor

SIGNATURE OF THE DEVELOPER

2. Biswamp Roy
Alipore Palace Club
Kalt 27

Prepared by me :

Nisha Halder
Advocate, F/2099/2022

High Court, Calcutta
Kolkata - 700 001.

Print at :

S. Pradhan
Alipore Judges Court
Kolkata- 700027.

MEMO OF CONSIDERATION

RECEIVED Rs.5,99,725/- (Rupees five lakhs ninety nine thousand seven hundred and twenty five) only from the within named Developer as non-refundable amount, as agreed herein before, as per Memo below:

1. Paid in A/c Payee Cheque No. 000011
Dated 17.10.2023, drawn on HDFC
Bank, Sahid Nagar Branch, Kolkata Rs. 1,00,000/-
2. Paid in A/c Payee Cheque No. 000016
Dated 20.06.2024, drawn on HDFC
Bank, Sahid Nagar Branch, Kolkata Rs. 4,99,725/-

Total

Rs. 5,99,725/-

(Rupees five lakhs ninety nine thousand seven hundred and twenty five) only

WITNESSES:-

1. *Charan Singh*
sc
2. *Bhuvan Singh*

Ashwina Patwary
@ Ashwina Mandal

SIGNATURE OF THE OWNER

	Thumb	1 st Finger	Middle Finger	Ring finger	Small Finger
Left hand					
Right hand					

Name

Signature



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name ANJANA MANDAL

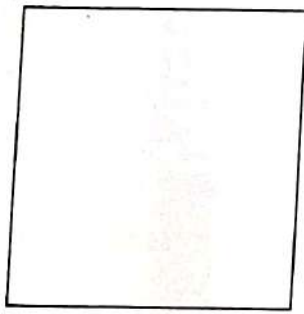
Signature Anjana Mandal



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name KUNTAL KUMAR DAS

Signature Kuntal Kumar Das



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2024, Page from 202082 to 202137
being No 160406924 for the year 2024.



(Handwritten signature)

Digitally signed by Anupam Halder
Date: 2024.06.21 16:19:26 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 21/06/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.