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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

8 JUL 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 08th day of July 2024 (Two Thousand and Twenty Four) A.D.

BETWEEN

Abhinav Singh

Abhinav Singh

(1) **MRS. MADHURI ADITYA** (PAN-BBHPA0715P, Aadhaar No.-3307 9267 9902), wife of Late Pranab Kumar Aditya, by Occupation-Housewife, (2) **MR. ABHISHEK ADITYA** (PAN-ALAPA0293L, Aadhaar No.-5724 4884 2359), son of Late Pranab Kumar Aditya, by Occupation-Business, (3) **MISS ANWESHA alias ANWESHA ADITYA** (PAN-BBHPA0794G, Aadhaar No.-2769 7126 2800), daughter of Late Pranab Kumar Aditya, by Occupation-Self Employed, All by faith- Hindu, by Nationality-Indian, All residing at 22, Swami Vivekananda Road, P.O.- Motijheel, P.S.-Dum Dum, Kolkata-700074, District- North 24-Parganas, hereinafter referred to and called as the "**LANDOWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, administrators, legal representatives, successors, executors and assigns) of the **FIRST PART**;

AND

DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N), a Private Limited Company incorporated under the Companies Act, 2013 (as amended up to date), having its office at Nilkusum Apartment, 932A/83, Jessore Road, P.O. & P.S.- Lake Town, Kolkata-700089, District- North 24-Parganas, represented by its Directors, (1) **MR. ABHIJIT DUTTA** (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394), son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (2) **MR. BIJAN KUMAR DUTTA** (PAN-AIFPD8224L, Aadhaar No.- 7929 7044 1978), son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (3) **MR. DEBYENDU CHAKRABORTY** (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360), son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) **MR. KUNTAL SARKAR** (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007), son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, all are by faith- Hindu, by Occupation- Business, by Nationality- Indian, hereinafter referred to and called as the '**DEVELOPER**' (which terms or expressions shall unless excluded by or repugnant to the context or subject

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be deemed to mean and include its Directors and their respective heirs, executors, administrator, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the Governor of State of West Bengal through its official of R.R. & R. Department, Government of West Bengal by a registered Deed of Gift dated 03rd day of October, 2013 gifted and transferred 04 Cottahs 04 Chittaks 25 sq. ft. of land more or less of Mouza- Gouripur, J.L. No.-6, in E/P No.- 243B, comprising in C.S. Dag No.- 310(Part) & 311(Part), under A.D.S.R.O. Bidhanagar, in the District of North 24-Parganas, in favour of Mr. Pranab Kumar Aditya, son of Late Nripendra Nath Aditya, and Mrs. Madhuri Aditya, wife of Mr. Pranab Kumar Aditya, Both of Mahajati Nagar Colony, Birati, and the said Deed was duly registered in the office of the Additional Sub Registrar at Barasat, 24-Parganas (N), and recorded in Book No.-I, Volume No.-1, Pages-37 to 40, Being No.-10 for the year 2013.

AND WHEREAS aforesaid Pranab Kumar Aditya and Madhuri Aditya by virtue of aforesaid Registered Deed of Indenture got possession of the aforesaid land and recorded their names in the record of the L.R. Record of Right having L.R. Dag No.-513 (07 Decimals), under L.R. Khatian No.-2464 (04 Decimals of Bastu land recorded in the name of Madhuri Aditya) and 2465 (03 Decimals of Bastu land recorded in the name of Pranab Kumar Aditya) and also recorded their names before the North Dum Dum Municipal Authority concernas joint owners of Holding No.-10(5), M.B. Road, P.O.-Rajbari, Kolkata- 700 081, under Ward No.-17 of North Dum Dum Municipality, under P.S.- Airport, District- North 24-Parganas and constructed structure thereon and subsequently aforesaid Pranab Kumar Aditya died intestate on 11/07/2023 leaving behind surviving his widow Mrs. Madhuri Aditya and One son, Mr. Abhishek Aditya and One daughter, Miss Anwesha alias Anwesha Aditya as his legal heirs to inherit his share of the property as per provisions of Hindu law of Succession.

AND WHEREAS thus aforesaid Madhuri Aditya, Abhishek Aditya and Miss Anwesha alias Anwesha Aditya became joint owners in respect of **ALL THAT** piece and parcel of land measuring about 04 Cottahs 04 Chittaks 25 sq. ft. of land more or less, along with 300 sq. ft. R.T. Shed structure, lying and situated at Mouza- Gouripur, J.L. No.- 6, in E/P No.- 243B, comprising in C.S. Dag No.-310(Part) & 311(Part), having L.R. Dag No.-513 (07 Decimals), under L.R. Khatian No.-2464 (04 Decimals of Bastu land

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recorded in the name of Madhuri Aditya) and 2465 (03 Decimals of Bastu land recorded in the name of Pranab Kumar Aditya), having Municipal Holding No.- 10(5), M.B. Road, P.O.-Rajbari, Kolkata- 700 081, under Ward No.-17 of North Dum Dum Municipality, under A.D.S.R.O. Bidhanagar, under P.S.- Airport, in the District of North 24-Parganas, morefully and particularly described in the Schedule "A" herein below and thus enjoying the same as joint and absolute owners without any disturbances or hindrances from any corner whatsoever and free from all encumbrances, decided to develop the aforesaid and below mentioned "A" Schedule property but due to insufficient fund and other sufficient reasons and also due to lack of finance and lack of technical expertise the owners herein could not construct building and/or buildings on the said plot of land and is searching for a reputed Developer, who would construct multistoried building on the said land under certain terms and conditions inter alia at its own costs and expenses after obtaining necessary sanction from the competent authority and knowing the very intention of the owners, the Developer approached the owners to allow the Developer Company to construct the said proposed multi-storied building on their land/premises, which the owners herein have accepted the same and have decided to enter into a Development Agreement with the Developer Company herein. Be it pertinent to mention here that the Developer at its cost sanctioned Multi-storied Building Plan in the name of the Owners, wherein Owners will duly sign in the Plan directly or through their Attorney.

NOW THIS AGREEMENT WITNESSETH and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I-DEFINITIONS -

In this present unless there is anything repugnant to or inconsistent with: -

1.1 OWNERS:- shall mean said (1) MRS. MADHURI ADITYA, (2) MR. ABHISHEK ADITYA (3) MISS ANWESWA alias ANWESHA ADITYA and their respective legal heirs/heirss, representatives, administrators, executors and assigns.

1.2.DEVELOPER:- shall mean and include the **DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N)**, a Private Limited Company incorporated under the Companies Act, 2013 (as amended up to date), having its office at Nilkusum

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Apartment, 932A/83, Jessore Road, P.O. & P.S.- Lake Town, Kolkata-700089, District- North 24-Parganas.

1.3 TITLE DEEDS: -shall mean all the documents of title relating to the said land and premises which shall be handed over in original to the Developer at the time of execution of the agreement.

1.4 PREMISES/PROPERTY:- shall mean **ALL THAT** piece and parcel of land measuring about 04 Cottahs 04 Chittaks 25 sq. ft. of land more or less, along with 300 sq. ft. R.T. Shed structure, lying and situated at Mouza- Gouripur, J.L. No.-6, in E/P No.- 243B, comprising in C.S. Dag No.-310(Part) & 311(Part), having L.R. Dag No.-513 (07 Decimals), under L.R. Khatian No.-2464 (04 Decimals of Bastu land recorded in the name of Madhuri Aditya) and 2465 (03 Decimals of Bastu land recorded in the name of Pranab Kumar Aditya), having Municipal Holding No.- 10(5), M.B. Road, P.O.- Rajbari, Kolkata- 700 081, under Ward No.-17 of North Dum Dum Municipality, under A.D.S.R.O. Bidhanagar, under P.S.- Airport, in the District of North 24-Parganas.

1.5 NEW BUILDING: -shall mean the Multistoried Building (G+ Upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan as sanctioned by North Dum Dum Municipality as per law time being in force.

1.6 COMMON AREA FACILITIES AND AMENITIES:- shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, Underground Reservoir, water pump and motor, roof and other facilities, Lift, Lift Duct, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owner and the Developer.

1.7 CARPET AREA: - shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, inclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

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1.8 COVERED AREA: - shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/Lift etc. It is applicable for individual unit.

1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE: - shall mean and include the total covered area of the unit plus 27% service area, over the aforesaid total covered area, is applicable for individual unit.

1.10 SALEABLE SPACE: - shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.11 BUILDING PLAN: - shall mean such plan to be prepared by the Architect/Engineer/L.B.S. for the construction of the building and to be sanctioned by the North Dum Dum Municipality in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by itself.

1.12 OWNER'S ALLOCATION: - shall mean as follows:-

The Land Owners will get their Fixed Allocation in the proposed Multi-storied Building as follows: -

In Case of G+3-storied Building

- (A) Entire First Floor
- (B) 50% constructed area of the Second Floor from the Northern Side
- (C) 50% constructed area of the Third Floor from the Southern Side
- (D) Rs.25,00,000/- Refundable Security Deposit would be paid on or before the time of execution and Registration of this Development Agreement and the entire amount of Rs.25,00,000/- will be refunded within 31st day of August, 2025.

In Case of G+4-storied Building

- (A) Entire First Floor

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(B) Entire Third Floor

(C) 50% constructed area of the Fourth Floor from the Southern Side

(E) Rs.25,00,000/- Refundable Security Deposit would be paid on or before the time of execution and Registration of this Development Agreement and the entire amount of Rs.25,00,000/- will be refunded within 31ST day of August, 2025.

That for the purpose of demarcation of the Owners' Allocation and Developer's Allocation and regarding any change, the Parties hereto will execute necessary Supplementary Agreement by and between themselves.

1.13 DEVELOPER'S ALLOCATION:- shall mean remaining constructed area after providing for Owners' Allocation in the proposed building to be constructed on the said premises on the land of the owners and/or on the amalgamated land including proportionate share of the common facilities and amenities.

1.14 TRANSFER:- shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMENCEMENT & DURATION

2.1. This agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flats/units/shops/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and Landowners and after formation of the flat/unit owners' Association, if required.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The owners hereby declare that they are the joint and absolute owners of the 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owner has good and marketable title over the said land and building.

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3.2 That the owners hereby agree that they will not grant lease, mortgage, charge or encumber the 'A' schedule property in any manner whatsoever during the existing/substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.3 That the owners hereby agree to deliver vacant possession of the 'A' schedule property at the time of Registration of the Development Agreement or as mutually settled by the parties hereto.

3.4. That the owners hereby agree and undertake to sign, execute and Register Development Power of Attorney, General Power of Attorney and also all the petitions, Affidavit, Deeds, Complaints, written objection, proposed site plan, Building plan, Sewerage Plan, Amalgamation Plan, Completion Plan, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and/or adjacent land/s, which may be amalgamated by the Developer with this land and for betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition including up-to-date Tax in the North Dum Dum Municipality and for betterment of Title of the property of the owners herein, which will be paid by the Developer initially and afterwards, which will be paid by the Owners to the Developer.

3.5. That the owners shall be liable and responsible for litigation, if any dispute arises due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious Landowner(s), then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the Developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the Owners' Allocation shall not be considered the delay on the part of the Developer.

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3.6 That the Landowners hereby undertake to deliver and/or handover all the Deeds and documents including Original in favour of the Developer at the time of execution of this Agreement.

3.7 That the Landowners hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorised the Developer to enter into Agreement for Sale, Lease, Transfer, Mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project without raising any objection to that effect save and except the Owners' Allocation as mentioned. Be it pertinent to mention here that if the Developer wants to amalgamate the adjacent with the land of this Owners, then in that case the Owners shall bound to give consent to the same and also bound to sign and execute necessary deeds and documents as required without any further demand.

3.8 The Owners hereby agree to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person(s) in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision, of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signatures on the Agreement for Sale, Deed of Conveyance and other documents, as necessary, after delivery of possession of the Owners' Allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join the Deed of Conveyance or Deed of Transfer as landowner for Transfer of the Flat/Unit to the intending Purchaser(s).

3.9 The owners hereby undertake not to do any act, deeds or things, by which the Developer may prevent from executing any Deed of Conveyance and/or Deed of Transfer in favour of the intending Purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the Owners' Allocation within the stipulated period (as mentioned in point 3.10), then the owners will be entitled to

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get compensation/damages from the Developer as mutually settled by the parties hereto. Be it mentioned here that the Time will be essence of the contract.

3.10. That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively in the name of the Developer Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owners shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owners' Allocation within **24(Twenty Four) months** from the date of obtaining the sanction Plan and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6(six) months and/or such time required in case of any force-majeure, acts of God and/or other uncontrollable reasons, which is or are or shall be beyond control of the Developer and if the Developer fail or neglect to handover the possession of Owner's Allocation within the said stipulated 30(Thirty) months from the date of obtaining the sanction Plan or delivery of vacant possession, whichever is later, then in that case the Owners shall have every right to take legal steps with due process of law.

ARTICLE - IV **DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION**

4.1 The Developer/Promoter hereby agreed to complete the multi-storied(G+ Upper-storied) building over the property as per plan as sanctioned by the North Dum Dum Municipal Authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect/Engineer/L.B.S. of the Developer.

4.2 The Developer hereby declare that it will obtain sanction plan from the appropriate Authority at its own cost and expenses and also declare that it will take care of the local hazards or accident during the continuation of construction and the owner shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/Alteration of the building plan and Completion Plan shall be submitted by the developer with due signature of the owner or on behalf of the owner as may be required and all costs expenses and charges be paid by the Developer and also for construction of the building thereon and

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the Developer will pay all the payments and expenses required for clearance of the occupier thereof, if any, either in cash or in area or in any other lawful manner.

4.4 The Developer hereby agreed to deliver possession of the owner's allocation in the proposed new building within 24(Twenty Four) months from the date of obtaining the sanction Plan, and if required, the owners will further allow 6 months for delivery of possession of the owners' allocation without claiming any damages. It is also agreed that for the benefit of the parties hereto necessary supplementary Agreement will be executed, if required. Be it pertinent to mention here that **the Developer will obtain Completion Certificate (C.C.) and/or Occupancy Certificate (O.C.) at its own cost expenses** and Photostat copy of the same will be given to all the owners/occupiers of the units of the newly constructed building.

4.5 That the notice for delivery of possession of the Owners' Allocation shall be delivered by the Developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card or through Electronic Mode and the owners are bound to take possession within 10 days from the date of service of this letter/notice. If the owners fail to take delivery of possession or neglected to do so, then it will be deemed that the owners' Allocation already have been delivered.

4.6 That the owners shall have to clear all the dues, if any arose due to extra work other than the specification of flat/unit as mentioned in the schedule herein below.

4.7 That if the Owners failed to refund the security deposit, as mentioned in the Owners' Allocation, within the stipulate time, then the amount will be adjusted covered area basis from Top Floor of Owners' allocation and adjustable rate will be rupees four hundred less than govt. or local rate, which is lower at that time.

4.8 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owners shall have no responsibility for the same, if the Owners will not interfere during the construction and after completion of the building and handover the same to the Owners and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

Attn: Mr. G. S. S.

Attn: Mr. S. S. S.

Abhishek Mishra

ARTICLE - V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the Owners' Allocation in the building and other consideration of any mentioned in the Owners' Allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's Allocation.

5.2 That the owners hereby agree and declare that immediately after execution of this Agreement shall deliver vacant possession in favour of the Developer and existing structure will be removed by the Developer at its own costs and expenses and sale proceeds of the same will be realised by the Developer.

5.3 That if the Developer fails to complete the construction work in respect of the Owners' Allocation within the stipulated period as stated above, and then the Owners shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer, if any, as per mutual calculation of the parties or by mutually appointing Third party to complete the construction. Be it mentioned here that time will be essence of the contract.

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ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owners in undisputed possession in respect of the owners 'Allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/shops/units/space together with right to proportionate share of land (excluding the space/units/flats provided under the Owners' Allocation) in the premises to any prospective buyer(s) before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the

Architect/Engineer from time to time. *The Developer shall on completion of the building shall obtain Completion Certificate/Occupancy Certificate from the Appropriate Authority concern at its own costs and expenses and the same shall be provided within 12 months from the date of completion of the Project.*

6.4 That the Developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, Lift and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the cost of bringing new electric meter in the Owner's Allocation and proportionate cost for bringing common meter shall be paid by the owners and/or his transferees to the Developer as per demand of the Developer. It is also mentioned that the Developer will fix the sale rate for flat/units etc. for Developer's Allocation without consulting the owners.

6.5 That the Owners hereby agreed to allow the Developer to reserve the Right of Entire Roof and also allow to construct Room/Unit /Temporary Shed on the Ultimate Roof (partially or wholly), and the Owners also allow the Developer to make the surrounding common spaces as car parking by temporary shed, if Developer thinks required, and such Room/Unit/Temporary Shed/car parking will be treated as the Developer's Allocation. The Developer will sale /transfer the surrounding common spaces/ Room/Unit/Temporary Shed/car parking of the new multistoried building.

ARTICLE - VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats owner will pay due according to their share.

7.2 As soon as the respective self-contained flat/Unit is completed the developer shall give verbal/written notice to the owners requiring the owners to take possession of the owners' Allocation in the newly constructed building and after 10(Ten) days from the date of service of such notice and at all times, thereafter the owners shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and

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impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' Allocation and the said rates to be apportioned prorata with reference to the saleable space in the building, if any, levied on the building as whole.

7.3 The Owners and Developer shall punctually and regularly pay for their respective Allocation the said rates and taxes (including service taxes, GST and other taxes, as applicable thereto) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer. The owners hereby agreed that they shall keep the Developer indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owners and for the same the Developer will be entitled to get damages.

7.4 The owners or their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owners and/or their men and/or agents and/or representatives without any reasonable and/or justified reason, then the owners or their respective legal heirs and representatives shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - VIII. COMMON RESTRICTIONS

THE OWNER'S ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

8.1. Neither party shall use or permit to the use of the respective Allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein

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without previous written consent from the owners, Developer or from the competent authority or from Municipal Authority concern in this behalf.

8.3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.4. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in compounds corridors or any other portion or portions of the building.

8.7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE - IX. OWNER'S DUTY & INDEMNITY

9.1. The owners doth hereby agree and covenant with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any

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such interference or hindrance is caused by the owners or their respective heirs, agents, servants, representatives causing hindrance or impediments to such construction, the owner will be liable to repay entire amount invested by the Developer amount will be settled by the parties amicably. It is also further agreed that if the Developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court or a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land owners, then owners will be liable to pay cost of litigation to the Developer, which will be incurred by Developer.

9.2. The owners or their legal representatives herein will have no right/authority power to terminate and/or determine this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's Allocation or without the violation of the terms and conditions of this Agreement, provided the Developer fulfils its obligation of this Agreement and Time is the essence of this Contract. If tried to do so, then the owners or their legal representatives shall pay firstly total market price of the constructed area with damages together with interest on investment intimation for such intention.

9.3. It is agreed that the owners will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work, if required, in respect of the Owners' Allocation in the building without any written consent from the Developer.

9.4. That the owners and their legal heirs hereby declare and undertake that upon the demise of the owner(s), the legal heirs of the owner(s) shall/will join the Development Agreement and also execute fresh Registered Development Agreement/Supplementary Agreement and Registered Development Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein and without any further demand.

ARTICLE - X. DEVELOPER'S DUTY

10.1. That the Developer hereby agrees and covenants with the Owners not to do any act, deed or things whereby the Owners are prevented from enjoying selling disposing

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Abhijit S. Thakur

of the Owner's Allocation in the building at the said premises after delivery of Re-possession thereof to the owner and also obtain Completion Certificate (C.C.)/Occupancy Certificate (O.C.) from the competent Authority at its own costs and expenses.

10.2. The Developer hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The Developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the Owner's Share or Allocation and also not to claim any amount from the sale proceeds of the Owner's Allocation.

ARTICLE - XI. MISCELLANEOUS

11.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building will be "as per choice of the Developer".

11.3 As and from the date of getting possession and/or Completion Certificate/ Occupancy Certificate of the building, which is earlier, the Developer and/or its transferees and the owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax, GST and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.4 The building is to be constructed by the Developer shall be made in accordance with the specification more fully and particularly mentioned and described in the Specification schedule, which will be treated part of the agreement.

ARTICLE - XII. FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to

Abhishek Sharma

Abhishek Sharma

Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XIII. LEGAL

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and /or anything done in pursuance hereto and/or otherwise shall meet up mutually by the parties amongst themselves, if failed, then both parties shall have liberty to knock the door of the competent legal forum having proper jurisdiction.

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

THE SCHEDULE "A" ABOVE REFERRED TO (DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu/Homestead land measuring about 04 Cottahs 04 Chittaks 25 sq. ft. of land more or less, along with 300 sq. ft. R.T. Shed structure, lying and situated at Mouza- Gouripur, J.L. No.-6, in E/P No.- 243B, comprising in C.S. Dag No.-310(Part) & 311(Part), having **L.R. Dag No.-513** (07 Decimals), under **L.R. Khatian No.-2464** (04 Decimals of Bastu land recorded in the name of Madhuri Aditya) and **2465** (03 Decimals of Bastu land recorded in the name of Pranab Kumar Aditya), having Municipal Holding No.- 10(5), **M.B. Road**, P.O.- Rajbari, Kolkata- 700 081, under Ward No.-17 of North Dum Dum Municipality, under A.D.S.R.O. Bidhanagar, under P.S.- Airport, in the District of North 24-Parganas and butted and bounded by:

Abhinav Aditya

Abhijit Dutta

- ON THE NORTH : - 38 Feet Wide Birati M. B. Road
 ON THE SOUTH : - Land of others
 ON THE EAST :- E/P No.-243A
 ON THE WEST : - E/P No.-237 & E/P No.-239

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)

OWNERS' ALLOCATION shall mean: The Land Owners will get their Fixed Allocation in the proposed Multi-Building is as follows: -

In Case of G+3-storied Building

- (A) Entire First Floor
 (B) 50% constructed area of the Second Floor from the Northern Side
 (C) 50% constructed area of the Third Floor from the Southern Side
 (D) Rs.25,00,000/- Refundable Security Deposit would be paid on or before the time of execution and Registration of this Development Agreement and the entire amount of Rs.25,00,000/- will be refunded within 31ST day of August, 2025.

In Case of G+4-storied Building

- (A) Entire First Floor
 (B) Entire Third Floor
 (C) 50% constructed area of the Fourth Floor from the Southern Side
 (D) Rs.25,00,000/- Refundable Security Deposit would be paid on or before the time of execution and Registration of this Development Agreement and the entire amount of Rs.25,00,000/- will be refunded within 31ST day of August, 2025.

That for the purpose of demarcation of the Owners' Allocation and Developer's Allocation and regarding any change, the Parties hereto will execute necessary Supplementary Agreement by and between themselves.

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THE SCHEDULE "C" ABOVE REFERRED TO -
(DEVELOPER'S ALLOCATION)

DEVELOPERS/PROMOTERS ALLOCATION shall mean remaining constructed area after providing for Owners' Allocation in the proposed building to be constructed on the said premises on the land of the owners or on the amalgamated land including proportionate share of the common facilities and amenities.

THE SCHEDULE "D" ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/UNIT)

FOUNDATION WOPKS	R.C.C Column Foundation (1:2:4)
NATURE OF CONSTRUCTION	R.C.C Column Structure
ROOF FINISH	R.C.C Roof Slab (1:2:4)
DOORS AND WINDOWS	All doorframes would be made of standard wood, doors shutter would be 32 m. m. thick flushes, doors made of commercial ply fitted with stand and lock on the main door, toilets would be P.V.C. door, there would not have any lock. All windows would be made of Glass with Aluminum Channel with grill.
FLOORING	All bedrooms, dining and drawing would be furnished with Tiles and 4" skirting, Toilets and kitchen would be finished with Tiles and walls of the toilets would have 60" high glazed tiles dado over the skirting.
SANITARY AND PLUMBING	Common toilet would be of matching size shower, two-bib cock and would be fitted with one Indian Type Commode (White standard quality) with low P.V.C. Cistern (white), all inside plumbing lines are of P.V.C., outside P.V.C. & one standard size white basin in dining/ bathroom, two-bib cocks in the kitchen.
KITCHEN	One Black Stone Platform with cylinder space on bottom, one Steel sink, 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.
ELECTRICAL WIRING	Concealed wiring in all flats (copper electrical wiring).

Abhinav Bhat

Abhinav Bhat

	<p>Each flat will be provided with the following electrical points with good quality switch.</p> <p>Bed Room:-2 light points, 1 fan point, 1 plug point (5 Amp.)</p> <p>Dining/ Drawing: -2 light points, 1 fan point, 1 plug point (5 Amp.)</p> <p>Kitchen: - 1 light point, 1 Exhaust fan point, 1 plug point (15 Amp.)</p> <p>Toilet :- 1 light point, 1 Exhaust fan point</p> <p>Verandah: - 1 light point</p> <p>Entrance: - Door Bell point</p>
WATER SUPPLY	Boring Water or Overhead and Underground Reservoir and standard pump set and Water will be provided as per direction and sanction of the Local Authority.
PAINTING	<p>Putty in Walls</p> <p>Colour wash in outside wall and white wash in all common areas of the building.</p>
VERANDAH GRILLS	M.S. Railing up to 1'-6" will be provided on 1'-6" brick work in such verandah.
EXTRA WORK	For all extra works and fittings as desired, party shall have to bear the cost as per our calculation and 50% of the calculated costs have to be deposited before start of the work.
LIFT	Lift will be provided in the building.
In case of Garage & Godown	Cemented Flooring and Light point- 1
In case of Shop	Cemented Flooring, Light point- 1, Fan point-1, 5 Amp.-1, Rolling Shutter.

N.B.- Each party wants to obtain Electric Meter has to pay the cost as necessary for each Electric Meter in the name of individual owner & 440 Volt Meter, as demands by the Developer.

Atul Kumar

Abhishek

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

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES:-

1. *Pinkee Das*
788, Jawahar Road
R.K. Park Kol-74

2. *Ranjan Sarker*
792 Jawahar Road
R.K. Park, Kol-74

Madhuri Aditya.

Abhinav Ashu

Anwesha Aditya.

SIGNATURE OF THE LANDOWNERS

DCS LANDMARK DEVELOPERS PVT. LTD.

Abhijit Dutta

Director

DCS LANDMARK DEVELOPERS PVT. LTD.

[Signature]

Director

DCS LANDMARK DEVELOPERS PVT. LTD.

Debyendu Chakraborty

Director

DCS LANDMARK DEVELOPERS PVT. LTD.

Kuntal Jannan

Director

SIGNATURE OF THE DEVELOPER

Drafted by me as per instructions of the Parties hereto
Read over and Explained by me and Prepared in my office: -

Kousik Saha
Advocate
(KOUSIK SAHA)
Advocate
District Judges' Court, Barasat
North 24-Parganas
WB-1699/201

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.25, 00,000/- (Rupees Twenty Five Lakhs only) from the within named Developer as refundable security deposit amount in the following manner: -

MEMO

Mode of Payment	Bank	Date	Amount (Rs.)
Cash	-----	21/06/2024	20,000/-
569344 (Cheque)	State Bank of India	21/06/2024	1,80,000/-
569356 (Cheque)	State Bank of India	03/07/2024	9,00,000/-
569357 (Cheque)	State Bank of India	03/07/2024	2,50,000/-
569358 (Cheque)	State Bank of India	03/07/2024	2,50,000/-
569359 (Cheque)	State Bank of India	03/07/2024	4,50,000/-
569360 (Cheque)	State Bank of India	03/07/2024	4,50,000/-

Total Rs.25, 00,000/-

(Rupees Twenty Five Lakhs only)

WITNESSES: -

1. *Pinkie Desh*

2. *Ranjan Sarkar*

Madhuri Aditya

. Abhinav Aditya -

. Anvesha Aditya.

SIGNATURE OF THE LANDOWNERS