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Certified that Signature Sheet
Attached herewith are part
of the documents.

Signature

Addl. Dist. Sub-Registrar
UTTARPARA, HOOGHLY

11 6 JUN 2023

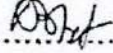
DEVELOPMENT AGREEMENT

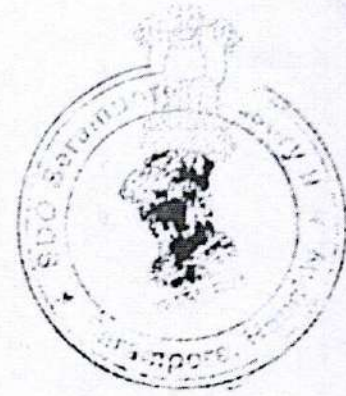
THIS AGREEMENT FOR DEVELOPMENT MADE THIS

16th
..... day of June, 2023

BETWEEN

Contd...../2

ক্রমিক নং. 1097 তার 09/06/2023
নাম. TAPAS CHAKRABORTY (Adv)
স্থান. Serampore COURT
থানা. Serampore, Hooghly-
মূল্য. 5000 (Five Thousand only)
ট্যাম্প ডেপার : শ্রী অভিজিৎ ভাট
মো : কনাই এ. ডি. নার - রেজিষ্টার অফিস, কনাই, হুগলী
স্বাক্ষর. 



Add. Dist. Sub-Registrar
UTTARPARA, HOOGHLY

16 JUN 2023

1. SMT SWAPNA SAHA, wife of Late Ashim Kr. Saha, Indian Citizen, by caste Hindu, by occupation housewife, PAN No. FCUPS8605G, resident of 22/2, Battala Bye Lane-II, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin 7122331, 2. SMT AMRITA SAHA, wife of Sri Arun Kumar Saha, daughter of Late Ashim Kr. Saha, Indian Citizen, by caste Hindu, by occupation housewife, PAN No. APRPS6785G, resident of 68, J.K.Sarkar Road, P.O. Sheoraphuli, P.S. Serrampore, Dist. Hooghly, Pin 712223, hereinafter called the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and/or assigns) of the ONE PART.

AND

"COZY CONSTRUCTION", (PAN No. AAOFC1695B), a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, by faith- Hindu, by occupation- Business, PAN No. AGRPD2928H, AADHAAR No. 453103840075, residing at 303, B.B.D. Road, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin- 712233, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, Indian citizens, by caste Hindu, by occupation business, PAN No. AYZPK6585D, AADHAAR No. 467559055867, residing at Flat no.102, 1st floor, 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, Indian citizen, by caste Hindu, by occupation business, PAN No. AKFPD4568B, AADHAAR No. 660013075430, residing at 50/1, Kotrung Govt. Colony-2, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, PAN No. BKCPS9476B, AADHAAR No. 631962907297, Indian citizen, by faith Hindu, by occupation business, residing at 120, B. B. D. Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin 712233, 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, PAN No. AFUPG6693L, AADHAAR No. 819027311064, Indian citizen, by faith Hindu, by occupation business, residing

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at 125/B, Bireswar Banerjee Street, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly, Pin 712232, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, successors - in-interest, executors, administrators and/or assigns) of the OTIER PART.

WHEREAS ALL THAT piece and parcel of land measuring or 03 Cottahas be the same or a little more or less comprised in R.S. Plot No. 1191 under R.S. Khatian No. 2152, situate & lying within Mouza Kotrong, J.L.No.8, A.D.S.R. Office Serampore, P.S. Uttarpara, under Uttarpara-Kotrung Municipality, being Municipal Holding No. 22 no. Battala Bye lane- 2, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, morefully and particularly described in the "A" Schedule of property written hereunder, originally belonged to Smt. Apel Rani Saha wife of Late Srish Chandr4a Saha, who acquired the same by virtue of a Deed of Sale, which was registered on 10/04/1967 at the office of the Sub-Registrar at Serampore vide Deed No. 2762 for the year 1967 and since purchase the said Smt. Apel Rani Saha duly mutated her name in the assessment register of the Municipality and was in absolute possession exercising her right, title, interest and possession over the aforesaid property. She used to pay relevant taxes and khazana to the competent authority at a regular basis.

AND WHEREAS while was in peaceful possession, by virtue of a Deed of Gift duly registered on 29/01/1977 at the Office of the Sub-Registrar at Serampore, Dist. Hooghly recorded in Book No. I, Volume No. 17, in pages 71 to 74, Being No. 375 for the year 1977, the said owner Smt. Apel Rani Saha transferred her aforesaid property measuring 03 Cottahas be the same or a little more or less in favour of her son-in-law namely Sri Ashim Kumar Saha son of Late Nishi Kanta Saha absolutely and forever and delivered possession of the same to him.

AND WHEREAS by virtue of the said Deed of Gift being No. 375 for the year 1977, the said Sri Ashim Kumar Saha became absolute owner of the said

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property morefully described in the "A" Schedule of property written hereunder and he mutated his name in the record of the local municipality and his name had also been published in the L.R. Record of Rights in L.R. Plot no. 1903 under L.R. Khatian No. 294 and he used to pay relevant taxes to the municipality and lad tax to the govt. at a regular basis. Subsequently he got sanction of a building plan in his name and constructed two storied building over the "A" Schedule of property written hereunder.

AND WHEREAS Sri Ashim Kumar Saha being absolute owner was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 03 Cottas be the same or a little more or less together with two storied building having total covered area of 2436 sq.ft (1218 Sq. ft. on Ground floor + 1218 Sq.ft. on First floor) situated thereon comprised in R.S. Plot No. 1191 under R.S. Khatian No. 2152, corresponding to L.R. Plot no. 1903 under L.R. Khatian No. 294, situate & lying within Mouza Kotrong, J.L.No.8, formerly under A.D.S.R. Office at Serampore presently under A.D.S.R. Office at Uttarpara, P.S. Uttarpara, under Uttarpara-Kotrung Municipality, being present Municipal Holding No. 29 (old no. 22), Battala Bye lane- 2, P.O. Hindmotor, ward no.7, P.S. Uttarpara, Dist. Hooghly, morefully described in the "A" Schedule of property written hereunder, MOREFULLY AND PARTICULARLY DESCRIBED IN THE "A" SCHEDULE OF PROPERTY WRITTEN HEREUNDER, free from all encumbrances and he used to pay relevant taxes to the municipality & khazana to the Govt. at a regular basis.

AND WHEREAS while having in possession in the "A" Schedule of property written hereunder, the said owner Ashim Kumar Saha died intestate on 13/12/2007 leaving behind his wife namely SMT SWAPNA SAHA and only son and married daughter namely SRI AMIT KUMAR SAHA and SMT AMRITA SAHA as his legal heirs & legal representatives, who jointly inherited the said property left by the deceased Ashim Kumar Saha by virtue of law of inheritance as per provision laid down in Hindu Succession Act, 1956.

AND WHEREAS the said SMT SWAPNA SAHA, SRI AMIT KUMAR SAHA and SMT AMRITA SAHA being joint owners of the aforesaid property measuring 03 Cotthas be the same or a little more or less together with two storied building situated thereon, have been paying relevant taxes to the

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municipality and rent to the govt. at a regular basis and they have full power to dispose the same.

AND WHEREAS SMT SWAPNA SAHA, SRI AMIT KUMAR SAHA and SMT AMRITA SAHA are jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the 'bastu' land measuring 03 Cottas be the same or a little more or less together with two storied building having total covered area of 2436 sq.ft (1218 Sq. ft. on Ground floor + 1218 Sq.ft. on First floor) situated thereon comprised in R.S. Plot No. 1191 under R.S. Khatian No. 2152, corresponding to L.R. Plot no. 1903 under L.R. Khatian No. 294, situate & lying within Mouza Kotrong, J.L.No.8, formerly under A.D.S.R. Office at Serampore presently under A.D.S.R. Office at Uttarpara, P.S. Uttarpara, under Uttarpara-Kotrong Municipality, being present Municipal Holding No. 29 (old no. 22), Battala Bye lane- 2, P.O. Hindmotor, ward no.7, P.S. Uttarpara, Dist. Hooghly, morefully and particularly described in the "A" SCHEDULE OF PROPERTY written hereunder free from all encumbrances having their undivided 1/3rd share each in the aforesaid property.

AND WHEREAS within the said property, which is morefully and particularly described in the "A" Schedule of property written hereunder, said SRI AMIT KUMAR SAHA is owner of undivided 1/3rd share and SMT SWAPNA SAHA, and SMT AMRITA SAHA are joint owners of undivided 2/3rd share.

AND WHEREAS by virtue of a Deed of Conveyance duly executed and registered on 16.06.2023 with the office of the Addl. Dist. Sub-Registrar at Uttarpara, duly recorded in Book No. I, recorded in Volume no. 0621-2023, being no. being No. 062103037 for the year 2023, due to urgent necessity of money, the said co-owners namely SRI AMIT KUMAR SAHA sold, transferred and delivered possession of his undivided 1/3rd share of land measuring 01 (One) Cottah more or less along with undivided 1/3rd share of structure measuring 812 sq. ft. more or less, within the entire property measuring 03 Cottahs be the same or a little more or less along with two storied building having total covered area of 2436 sq.ft standing thereon, morefully described in the "A" Schedule of property written hereunder in favour of "COZY CONSTRUCTION", the developer herein, alongwith right to construct building according to building plan to be sanctioned by the Uttarpara-Kotrong Municipality under the considerations mentioned therein and delivered possession of the same to him.

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AND WHEREAS thus the said (1) "COZY CONSTRUCTION", (2) SMT SWAPNA SAHA, and (3) SMT AMRITA SAHA, are jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring 03 Cottas be the same or a little more or less together with two storied building having total covered area of 2436 sq.ft (1218 Sq. ft. on Ground floor + 1218 Sq.ft. on First floor) situated thereon comprised in R.S. Plot No. 1191 under R.S. Khatian No. 2152, corresponding to L.R. Plot no. 1903 under L.R. Khatian No. 294, situate & lying within Mouza Kotrong, J.L.No.8, A.D.S.R. Office Serampore, P.S. Uttarpara, under Uttarpara-Kotrong Municipality, being present Municipal Holding No. 29 (old no. 22), Battala Bye lane- 2, P.O. Hindmotor, ward no.7, P.S. Uttarpara, Dist. Hooghly, Pin-712233, hereinafter referred to as the "said premises" free from all encumbrances by paying relevant taxes and khazana to the relevant authority at a regular basis.

AND WHEREAS the said (1) SMT SWAPNA SAHA, and (2) SMT AMRITA SAHA being joint owners are seized and possessed of or otherwise well and sufficiently entitled to ALL THAT PIECE AND PARCEL of undivided 2/3rd share of land measuring 02 (Two) Cottah more or less along with undivided 2/3rd share of structure measuring 1624 sq. ft. more or less standing thereon which is morefully described in the "B" SCHEDULE OF PROPERTY written hereunder WITHIN THE "A" SCHEDULE PROPERTY hereinafter referred to as the "said premises" free from all encumbrances by paying relevant taxes and khazana to the relevant authority at a regular basis.

AND WHEREAS "COZY CONSTRUCTION", the developer herein, is one of the owners of ALL THAT PIECE AND PARCEL of undivided 1/3rd share of land measuring 01 (One) Cottah more or less along with undivided 1/3rd share of structure measuring 812 sq. ft. more or less WITHIN THE "A" SCHEDULE PROPERTY hereinafter referred to as the "said premises" free from all encumbrances by paying relevant taxes and khazana to the relevant authority at a regular basis.

AND WHEREAS the developer herein has requested and approached the owners for construction of the proposed multi-storied building according to building plan to be sanctioned by the Uttarpara-Kotrong Municipality and as per the terms and conditions contained hereunder.

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AND WHEREAS the said (1) SMT SWAPNA SAHA, and (2) SMT AMRITA SAHA, the owners herein, are desirous to construct building on the said premises by and through Developer herein the party hereto of other part, who is engaged in the business of construction of building and which scheme of construction has been agreed and accepted by and between the parties hereto on the terms and conditions stated hereunder.

AND WHEREAS the owners herein have agreed to authorize and appoint the developer herein for developing the property mentioned under "B" SCHEDULE OF PROPERTY as well as on the "A" SCHEDULE Property after amalgamation with other adjacent holdings and to construct building complex consisting of multi-storied building (ground + upper floors) thereon consisting of several residential flats, shops, garages according to building plan to be sanctioned by the Uttarpara-Kotrung Municipality and as per the terms and conditions mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES herein as follows: -

ARTICLE - I DEFINITION

In these presents unless there is something in the context repugnant to or inconsistent with:-

1.1 OWNERS shall mean (1) SMT SWAPNA SAHA, and (2) SMT AMRITA SAHA and/or their legal heirs and legal representatives.

1.2 DEVELOPER shall mean "COZY CONSTRUCTION", (PAN No. AAOFC1695B), a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, and it's Successors-in-office, heirs, heiress, and legal representatives.

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1.3 PREMISES shall mean all the part and parcel of ALL THAT PIECE AND PARCEL of undivided 2/3rd share of land measuring 02 (Two) Cottah more or less along with undivided 2/3rd share of structure measuring 1624 sq. ft. more or less standing thereon within entire Bastu Land measuring 03 Cottahs be the same or a little more or less with two storied building, which is morefully and particularly described in the 'A' Schedule of property written hereunder.

1.5 NEW BUILDING shall mean and include the proposed multi-storied building (Ground + Upper Floors) to be constructed over the 'A' Schedule of property.

1.6 COMMON FACILITIES AND AMENITIES shall include Corridors, Stairways, Lift, Passage ways, Safety Tanks, Deep Tube-well, Overhead Water Tank, Water Pump and Motor, Entrance & Exit, Rain water pipes and other facilities, morefully described in the "C" Schedule hereunder written, which may be decided by the Developer and required for the establishment location enjoyment provisions maintenance and/or management of the new building and amenities like sanitary water connection, electric connection, which will be in common to the other Co-owners of flats of the said premises.

1.7 SALEABLE SPACE & COVERED AREA :

(i) SALEABLE SPACE shall mean the space in the new building available for independent use and occupation with due provisions for common facilities and amenities and the space required therefore.

(ii) COVERED AREA shall mean the areas for exclusive use of the owners/occupiers excluding staircase & and other common areas of the building.

1.8 OWNERS' ALLOCATION:-

Within the proposed new building to be constructed over 'A' Schedule of property the developer shall deliver two separate self contained residential flats situated adjacently on Second floor to the owners no(s). 1 & 2 herein as their share or allocation in the following manner:-

(i) one residential flat on Second floor on South side having Super built up area of 750 (Seven Hundred Fifty) square feet, be the same or a little more or less consisting of two bed rooms, one dining cum living hall, one kitchen, balcony & two toilets to the owner no.1 herein.

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(ii) one residential flat on Second floor on South-East side having Super built up area of 750 (Seven Hundred Fifty) square feet, be the same or a little more or less consisting of two bed rooms, one dining cum living hall, one kitchen, balcony & two toilets to the owner no.2 herein.

(iv) The aforesaid two (2) nos. separate self contained residential flats in the new building to be constructed over the 'A' Schedule of property will be delivered by the developer to the owners no(s). 1 & 2 on or within 24 months from the date of sanction of building plan.

1.9 DEVELOPER'S ALLOCATION shall mean rest and balance constructed area of the total constructed area in the new building to be constructed over the "A" schedule of property along with undivided proportionate share of the land with all common areas and facilities excluding the owners' allocated area as mentioned in clause 1.8 hereinabove.

1.10 THE ARCHITECT shall mean such person as may be appointed by the Developer who shall be in charge of the proposed building to be constructed.

1.11 BUILDING PLAN shall mean such plan of construction of the proposed new building to be sanctioned by the Uttarpara-Kotrung Municipality at the cost of Developer.

ARTICLE-II: COMMENCEMENT

This agreement shall deem to have been commenced from this 16th day of June, 2023.

ARTICLE-III: OWNERS' RIGHT AND REPRESENTATION

3.1 The owners are jointly sized and possessed of or otherwise well and sufficiently entitled to all that the "A" schedule of property hereunder and has agreed to make over and deliver to the Developer the said property for the purpose of construction.

3.2 That there is no other suit or proceedings regarding title or affecting the Title Deed in respect of the property or any part thereof.

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3.4 That the owners have not entered into any agreement for Sale, Development, Lease, Transfer or any arrangement with any other Person or person for the development of the said premises save and except these presents, in respect of the property described in the "A" schedule hereunder.

3.5 That the owners declare that save and except them, there are no other legal claimant or share holder of the property described in the "A" schedule hereunder. If in future any legal claim will be arisen in connection with the share of any owner, in that event the said owners shall be legally liable for the said claim and solve the same at his own cost.

ARTICLE-IV: DEVELOPER'S RIGHT

4.1 That the owners hereby grant subject to what has been hereunder provided, exclusive right to the Developer to built upon and to develop commercially the said land and construct the new building thereon in accordance with the plan or plans to be sanctioned by the Uttara-Kotnong Municipality with or without any amendment and/or modification thereto made or cause to be made by the Developer.

4.2 That all applications and other papers and plans and documents as may be required by the Developer for the purpose of obtaining necessary further sanction from the Municipal authorities concerned shall be prepared and submitted by the Developer with the approval of and/or on behalf of and in the name of owners at the costs and expenses of the Developer, who shall pay and bear all fees, penalties, charges and expenses including Architect's fees, charges and expenses to be paid or deposited for erection and construction of the new building over the "A" Schedule of Property PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposit made by the Developer. However if necessary, the owners shall sign and execute all necessary papers and documents required to obtain such sanction.

4.3. That the Developer is hereby entitled and authorised by the owners to develop the said premises thereof for the purpose of development by erecting the new building thereon and shall sale the same to the different intending purchasers except the owners' allocated area.

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ARTICLE-V: SPACE ALLOCATION

5.1 Within 24 months from the date of sanction of building plan, the Developer shall deliver the owners' allocated two (2) nos. residential flats as described in Clauses 1.8. here in above.

5.2 That the developer is entitled to dispose, sale, or otherwise deal with the developer's allocated area as mentioned in Clause 1.9 hereinbefore in the new building.

5.3. That the Developer shall be entitled to register or transfer or assign his allocated portion to any third party and the Developer is entitled to enter into agreement for sale in respect of his allocation and further shall be entitled to receive all advances and full consideration from the said Developer's allocated area by virtue of power of attorney hereby to be granted or conferred by the owners in favour of the developer separately.

5.4. That so far as necessary all dealings by the Developer in respect of the new building shall be in the name of the owners for which purpose the owners shall grant and or execute the power of attorney in favour of the developer in a form and manner separately. It being however, that such dealing shall not in any manner fastens or creates any financial liability upon the owners or effect right, title or interest of the owners' property or owners' allocation in the new building over the 'A' schedule of property.

5.5. That the owners undertake that the Developer shall be entitled to sale developer's allocation by the Power of Attorney to be granted by the owners in favour of the developer in terms of this agreement.

ARTICLE-VI: GENERAL

6.1 The owners hereby shall grant and or execute the power of attorney mentioned hereinafter as required for the purpose of obtaining of sanction of further building plan or revised plan with the formal consent of owners and all necessary permission and sanction from different authorities including sale right along with construction right and all other right to complete the entire project.

6.2. That the owners shall arrange alternative temporary accommodation, where they shall shift temporarily till date of delivery of their respective allocated new

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flats and shall deliver vacant possession of the 'A' schedule property to the developer within 30 days from the date of this agreement. However the developer shall provide monthly rent @ Rs. 8000/- per month to the owner no.1 herein till date of delivery of their allocated two new flats. The owner no.2, shall not be entitled to any rent or shifting charges from the developer.

6.3. That after getting vacant possession from the owners, the Developer at his own cost shall amalgamate "A" Schedule property with few adjacent holdings into one premises or holding and demolish the existing building and shall construct, erect and complete the new building over the amalgamated entire property in accordance with the building plan with good and standard materials including the portion of the owners' allocation as mentioned in clause 1.8 herein above. The developer shall be entitled to all building materials to be obtained and or arising out after demolition of the existing building.

6.4 That the developer shall install, erect the said new building at his own cost as per specification mentioned in the "C" Schedule of property hereunder such as pump, deep tube-well, overhead reservoir, electrification, permanent electric connection from C.E.S.C., lift, staircase, lobbies, main entrance and exit, rain water pipes, septic tanks, outside plaster with colour and such other common works in the new building.

6.5 The developer will pay all rates and taxes of the said new building and the owners shall not be responsible or liable for the said taxes or rates in respect of the Developer's allocation. However the developer shall be liable to pay all rates, taxes, khazana after vacate the "A" schedule of property.

6.6. That as soon as the building is completed, the Developer shall give written notices to the owners requiring to take possession of the Owners' allocated area as described in Clauses 1.8. herein above in the building in terms of this agreement and since date of service of such notice and all times thereafter the owners shall be responsible for payments of municipal taxes in respect of the Owners' allocated area as described in Clauses 1.8. here in above.

6.7. That on and from the date of handing over of possession to the owners in respect of their allocation, the owners shall be responsible to pay and bear and shall forthwith pay on demand the proportionate service charges for common facilities in the said building at the rate which will be decided by the developer in every month for each flat till date of formation of flat owners' association and such charges to include all maintenance, repair and renovation of the

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common facilities of the building and/or all common wiring pipes, electrical, mechanical equipments and other electrical and installations appliances and equipments, and other common facilities whatsoever as may be agreed from time to time. From the date of such possession, the owners shall be liable to pay and agree to pay Municipal Taxes and other taxes, and all other outgoings payable presently or which may be imposed in future by the govt. authority or any competent authority in respect of their allocated portion only. Upto date of handing over possession of the aforesaid two flats, the developer shall be liable to pay all taxes. However the owners shall be liable to pay statutory tax if applicable as per govt. rules as amended up to date.

6.8 That the owners shall deliver all original Title Deeds and other original papers in respect of the said premises to the Developer, who shall hold and keep the same. If the owners will require the aforesaid original Title Deeds and other original papers, in that event the developer shall deliver the said documents to the owners for temporary period.

6.9 That the Developer shall not use or permit to use in the new building or any portion thereof for carrying of any obnoxious, illegal or immoral trade for activities and shall not use for any purpose, which may cause any nuisance, hazards to the owners or the co-purchasers of the new building.

6.10. That both the owners and developer shall abide by all laws, by-laws, rules and regulations of the Govt., local body as the case may be.

6.11. No goods or other items shall be kept by any of the occupiers of the building for display or otherwise in the corridor or other places of common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridor and other places of common use in the new building and in the case of any hindrance is caused the Developer shall be entitled to remove the same at the risk and cost of the said apartment owners save and except disc antennae on the boundary wall of the roof.

6.12 That the owners hereby undertake that the Developer shall be entitled to the Developer's allocation and shall enjoy the allocation space without any interference and/or disturbances provided the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.

6.13 That the Developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or

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commission of the Developer in or relative to the construction of the said new building.

6.14 That the Developer, hereby undertakes to keep the Owners indemnified against all case, actions, suits, costs, accidents, proceedings and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein. For any matter raised under this clause, only developer will be sole responsible to solve the matter. That the Developer shall be liable for all accidents, case arising out during construction work and the owners shall not be liable for that.

6.15. In case of Force Majeure, the owners agree that the time stipulation for delivery of possession of apartment to them as stated in clause 1.8 herein above, is subject to force majeure which inter-alia includes delay on account of non availability of steel and/or cement and/or other building materials or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the developer, civil commotion, or by a reason of war, or enemy action or earthquakes or any act of god, delay in certain decision/clearance from statutory bodies, or any notice, order, rules or notification of the government and/or other public or competent authority or for any other reasons, beyond the control of the Developer and in any of the aforesaid events of the developer shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment. The developer reserves the right to alter or vary the terms and conditions of allotment in the event of arising such contingencies and if the circumstances is beyond the control of the developer, the Developer may suspend the scheming for such period as it may consider, expedient and the owners agree/agrees that in such an event no compensation of any nature whatsoever will be claimed by the owners for such delay/suspension.

6.16 That all disputes and differences arising amongst the parties either relating to the construction or any of the terms of these presents or otherwise relating to any act, deed or thing done or omitted to be done or otherwise arising out of or connected with these presents shall be referred to two arbitrators, one on behalf of the owners and the other be such person as be nominated by the Developer, who shall have summary powers and the decision of the arbitrators shall be

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conclusive and binding on all parties and such proceedings shall be governed by the Arbitration so appointed do not come to an unanimous decision the matter will be referred to an Umpire so nominated shall be conclusive and binding on all parties in dispute.

6.17. That the Owners and the Developers have entered into this agreement purely on a contract and nothing contained herein shall be deemed to construe as partnership between the owners and the Developer.

6.18. That it is hereby settled and agreed that the intending purchaser as a nominee of Developer shall be entitled to take and/or receive house building loan from the financial institution of Government or bank or Private Sector or from any Private Limited Company for purchase of flat/shop in the proposed multi-storied building by keeping developer's allocation as mortgage without creating any financial or any liability to the owners to which the owners including their heirs and successors have full consent and shall not raise any objection thereto but the owners and their share /allocation in the said building shall remain indemnified and free and accordingly owners shall not be liable to this effect.

6.19 That the Developer shall deliver the owners' allocated area to the owners within the stipulated period of 24 months as mentioned herein above. In case of failure on the part of the Developer to deliver the owners' allocation to the owners within the time as stated aforesaid for non-completion of the construction work in that event if any further time is to be required, the developer shall request the owners for extension of time in writing and if further time is required for completion of the entire construction work, in that event the owners and developer shall mutually extend further time of six months for completion of the construction work of owners' allocated area. However the developer shall be liable to provide alternative accommodation as stated hereinabove for the said extended period.

6.20. That during the period of construction and after completion of the construction work the owners shall not be liable for any financial liability.

6.21. That the developer shall not enter into any agreement for sale with any persons relating to the owners' allocated two flats as mentioned in clause 1.8 mentioned herein above. However the owners are entitled to enter into supplementary agreement if required in future, which shall be treated part of this agreement.

Contd...16

6.22 That the after execution of this agreement and during the period of construction, if any of the parties to this agreement unfortunately die, in that event the legal heirs of the said party shall comply the terms of this agreement and they shall execute supplementary development agreement and power of attorney either individually or jointly on the same terms appearing herein.

6.23. That the name of the building shall be choice of the developer.

6.24. That the owners shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building and shall render all co-operation and assistance to the developer as may be required from time to time for the purpose of construction and completion of the said building on "A" schedule of property.

6.25. That the owners shall use common area as mentioned in "C" Schedule written hereunder.

6.26. In the event of un-divided and un demarcated property or the property is amalgamated with other property entire over which the building would be built up, all the owners shall have to partition their share by registering proper instrument to become the owner of the separated property within the building to be built by this agreement.

6.29. That the owners shall grant and/or execute a separate development power of attorney in favour of the developer conferring all powers relating to development of the "A" Schedule of property by constructing multistoried building thereon together with right of sale of developer's allocated area to the different intending buyers and the said power of attorney shall be treated part of this Development Agreement.

ARTICLE-VI: CONSIDERATION

That in consideration of the "A" Schedule Property, the developer will deliver to the owners (2) nos. separate self contained residential flats as stated in clause 1.8 herein above of this Agreement. Save and except the aforesaid owners' allocated (3) nos. separate self contained residential flats as stated in clause 1.8, the owners shall not be entitled to claim any constructed area from the developer. After completion, if that the area of owners' allocated two flats

Contd...17

found decrease in measurement, in that event the developer shall pay price for the said less area at the marketable rate. Simultaneously in case increase, the respective owners shall pay price for the said excess area at the marketable rate.

"A" SCHEDULE OF PROPERTY ABOVE REFERRED TO
(The entire land and building)

ALL THAT Piece and Parcel of the "BASTU" land measuring 03 (Three) Cottas be the same or a little more or less together with two storied building having total covered area of 2436 sq.ft (1218 Sq. ft. on Ground floor + 1218 Sq.ft. on First floor) with cemented flooring situated thereon comprised in R.S. Plot No. 1191 under R.S. Khatian No. 2152, corresponding to L.R. Plot no. 1903 under L.R. Khatian No. 294, situate & lying within Mouza Kotrong, J.L.No.8, A.D.S.R. Office Serampore, P.S. Uttarpara, under Uttarpara-Kotrung Municipality, being present Municipal Holding No. 29 (old no. 22), Battala Bye lane- 2, P.O. Hindmotor, ward no.7, P.S. Uttarpara, Dist. Hooghly, Pin – 712233, with right to enjoy & use all existing water, electricity together with right to use and enjoy the all municipal road, passage as shown in the map annexed herewith together with right to take electric connection, water connection over or under the said road or passage along with easement right, hereditaments, appendages, easements of air and privileges.

Rs 5.00 is payable annually to the collector of Hooghly.

The property is butted and bounded as follows: -

ON THE NORTH: - Property of Smt. Kiran Bala Saha.

ON THE SOUTH: - Municipal Passage.

ON THE EAST: - Battala Bye lane- 2,

ON THE WEST: - Property of M.L.Saha.

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"B" SCHEDULE OF PROPERTY
(DESCRIPTION OF OWNERS' SHARE OF THIS AGREEMENT)

ALL THAT PIECE AND PARCEL of undivided 2/3rd share of land measuring 02 (Two) Cottah more or less along with undivided 2/3rd share of structure measuring 1624 sq. ft. more or less standing thereon WITHIN THE "A" SCHEDULE PROPERTY measuring 03 (Three) Cottas be the same or a little more or less together with two storied building having total covered area of 2436 sq.ft (1218 Sq. ft. on Ground floor + 1218 Sq.ft. on First floor) with cemented flooring situated thereon comprised in R.S. Plot No. 1191 under R.S. Khatian No. 2152, corresponding to L.R. Plot no. 1903 under L.R. Khatian No. 294, situate & lying within Mouza Kotrong, J.L.No.8, A.D.S.R. Office Serampore, P.S. Uttarpara, under Uttarpara-Kotrung Municipality, being present Municipal Holding No. 29 (old no. 22), Battala Bye lane- 2, P.O. Hindmotor, ward no.7, P.S. Uttarpara, Dist. Hooghly, Pin – 712233, with right to enjoy & use all existing water, electricity together with right to use and enjoy the all municipal road, passage as shown in the map annexed herewith together with right to take electric connection, water connection over or under the said road or passage along with easement right, hereditaments, appendages, easements of air and privileges.

The aforesaid owners' allocated two flats WILL BE CONSTRUCTED WITH THE FOLLOWING SPECIFICATION OF CONSTRUCTION :-

1. SUPER STRUCTURE: Building design on R.C.C. frame and foundation on R.C.C. structures. Main wall minimum 8" thick and Divider wall minimum 5" & 3" thick.
2. FLOORING: All flooring inside the flat will be finished with vitrified floor tiles along with 4" skirting . vitrified floor tiles shall be make of reputed brand like Nitco/Johnson. Flooring of parking spaces shall be finished with net cement.
3. BATHROOMS: in each bathroom in the flat, floor will be finished with antiskid vitrified floor tiles and Glazedtiles will be provided upto 6 ft. height from the skirting level.

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4. SANITARY WIRE: Indian pan or commode (of Hindware/Paryware brand) fitted with cistern. One white colour basin will be provided on dining in each flat.
5. PLUMBING: All concealed wiring with P.V.C. Pipe. In bathroom there shall be two water points in toilet. One mixture with hot and cold water point of Jaquar will be provided in one toilet only. One basin of white colour with tap will be fitted in dining cum living.
6. WINDOWS: Window shall be normal type made aluminum Chancel fitted with M.S. grill and glass.
7. DOORS: All frames will be made of wood and main door will be teak wood and rest doors will be water proof commercial flash door finished with door skin.
8. INTERNAL WALLS: All walls inside the flat and shop room will be plastered by cement with finish by wall putty.
9. KITCHEN: - Kitchen slab will be 7 ft. in length and will be made of black stone and granite at the top over which glazed tiles up to 3' height will be provided. One stainless steel made sink with one tap and another tap under the sink will be provided in each flat.
10. ELECTRIFICATION: Concealed electrical wiring with 26 light points including one A.C. point and one geyser point for each two bed roomed flat and 36 light points including one A.C. point and one geyser point for each three bed roomed flat and 04 light points for each shop room including power point of brand like Havel's or Philips. Additional point at the cost of 1st party. Individual meter in the name of the 1st party from C.E.S.C. Ltd. to be obtained at the cost of the 1st party.
11. Lift shall be Otis company.
12. Extra Work: Any extra work other than the developer's standard specification of construction will be charged extra and the said costing will be made by the developer and shall be deposited in advance.

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THE "C" SCHEDULE OF PROPERTY ABOVE REFERRED TO
(COMMON PORTION AND FACILITIES FOR FLAT OWNERS)

1. Common paths, passages, and main entrance to the said building; all vacant space within the compound.
2. Foundation column, girded beams, supports, compound walls of the building.
3. Lift, Lift-well, stair case, landings of stair case on all floors.
4. Room or spaces for water pumps, deep tube well, overhead water tanks, electric meter rooms or spaces, if any;
5. Drains, sewerage, septic tanks and all sewerage and rain pipes including concealed and other installations for the same (except only those are installed within the exclusive area of any unit and/or exclusively for the use of the Owners);
6. External electrical installations and Switch-Board and all electrical wirings and other fittings (except only those are installed within the exclusive area of any unit and/ exclusively for the use of the purchaser).
7. Water pump with electric meters and all common plumbing installations for carriage of Water.
8. Such other common parts, areas, equipments, installations, fittings, spaces in and/or around the building as are necessary for passage to and/or user of the units in common by the co-owners including the roof, terrace and the parapet walls of the building and the space or spaces.

Contd...21

IN WITNESS WHEREOF, the parties have here unto set and subscribe their hands and seals on the day month and year first above written.

SIGNED, & DELIVERED BY THE

within named owners & Developer

In the presence of --

WITNESSES:

1. *Srija Ghosh*
Uttarpara
Hooghly.

Swabha Saha

Anuradha Saha

SIGNATURE OF OWNERS/VENDORS

Cozy Construction

[Signature]

Partner

Cozy Construction

Samir Kumar Kundu

Partner

Cozy Construction

Rajib Chowdhury

Partner

Cozy Construction

Prosenjit Saha

Partner

Cozy Construction

Anup Ghosh
Partner

SIGNATURE OF DEVELOPER/ATTORNEY

Drafted by me

[Signature]

(Tapas Chakraborty)

Advocate, (WB/790/1988)

Serampore Court, District Hooghly.

Computer typed by me

S. Sanyal

Hindmotor, Hooghly.

-FINGER PRINT OF BOTH HANDS

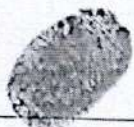
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 <i>Swapna Saha</i>					
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 <i>Anuradha Saha</i>					
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 <i>Anurag Kumar</i>					
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 <i>Samir Kumar Saha</i>					
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LEFT HAND FINGER PRINT

<u>PHOTO</u>	<u>THUMB</u>	<u>FORE FINGER</u>	<u>MIDDLE FINGER</u>	<u>RING FINGER</u>	<u>LITTLE FINGER</u>
 <i>Rajish Khan</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

LEFT HAND FINGER PRINT

<u>PHOTO</u>	<u>THUMB</u>	<u>FORE FINGER</u>	<u>MIDDLE FINGER</u>	<u>RING FINGER</u>	<u>LITTLE FINGER</u>
 <i>Prosejit Sarkar</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

LEFT HAND FINGER PRINT

<u>PHOTO</u>	<u>THUMB</u>	<u>FORE FINGER</u>	<u>MIDDLE FINGER</u>	<u>RING FINGER</u>	<u>LITTLE FINGER</u>
 <i>Anup Ghosh</i>					
	<u>RIGHT HAND FINGER PRINT</u>				
					

Major Information of the Deed

No / Year	I-0621-03045/2023	Date of Registration	16/06/2023
Deed No	0621-2001290324/2023	Office where deed is registered	
Deed Date	19/05/2023 8:33:57 PM	A.D.S.R. UTTARPARA, District Hooghly	
Applicant Name, Address & Other Details	Tapas Chakraborty Serampore Court, Thana : Serampur, District : Hooghly, WEST BENGAL, Mobile No : 9331040540, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
	Rs. 26,26,202/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 5,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Hooghly, P.S:- Uttarpara, Municipality: UTTARPARA-KOTRUNG, Road: Battala Bye Lane, Mouza: Kotrung, , Ward No: 7, Holding No:29 JI No: 8, , by lane 2 Pin Code : 712233

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1903 (RS :-)	LR-294	Bastu	Bastu	2 Katha		15,30,002/-	Property is on Road
Grand Total :					3.3Dec	0/-	15,30,002/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1624 Sq Ft.	0/-	10,96,200/-	Structure Type: Structure
Gr. Floor, Area of floor : 812 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 812 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1624 sq ft	0/-	10,96,200/-	

