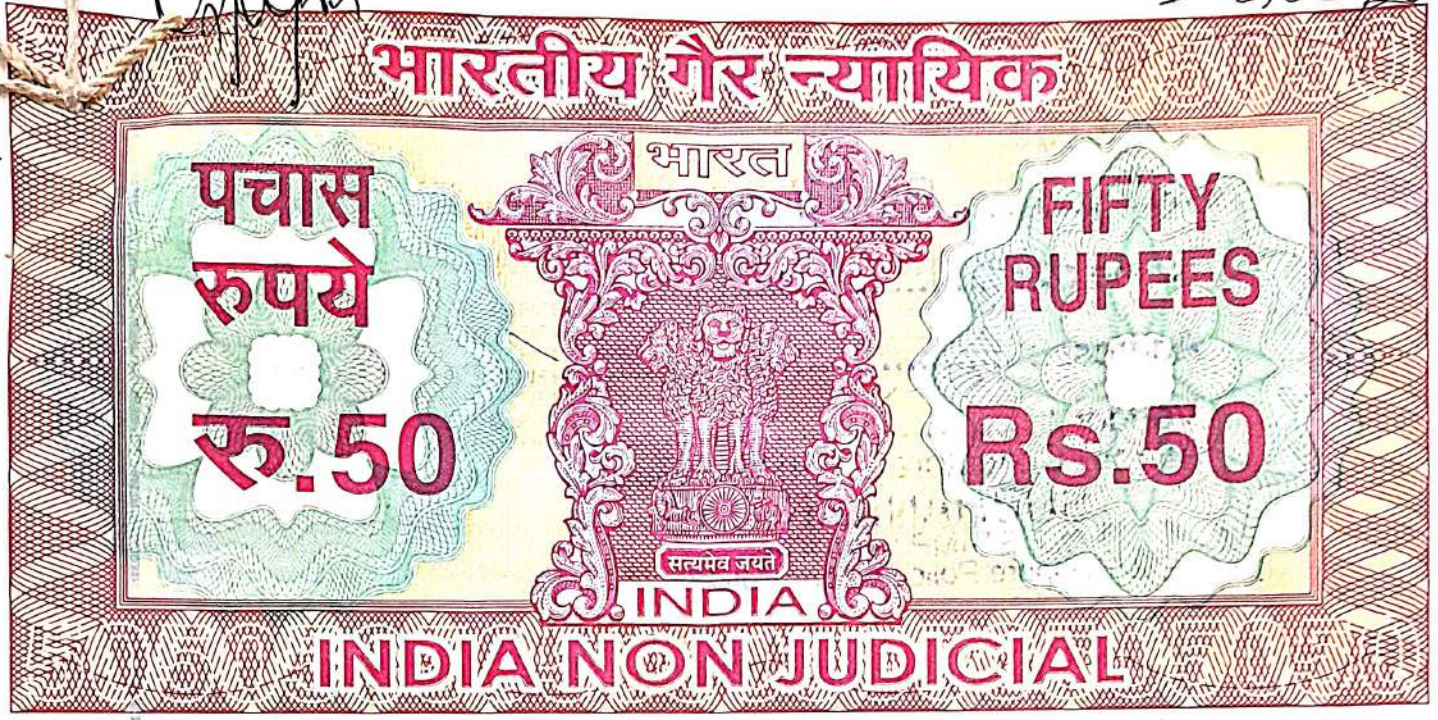


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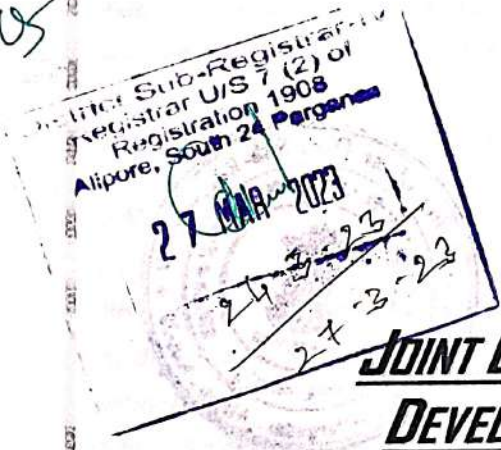


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Certified that the document is submitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.



JOINT DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

**THIS JOINT DEVELOPMENT AGREEMENT WITH DEVELOPMENT
POWER OF ATTORNEY** made this 21st day of March Two
Thousand Twenty Three (2023);

BETWEEN

7-10 PM
24/3/23

06 MAR 2023

04259

NO..... Rs.50/- Date.....

Name :P.K. Chatterjee.....

Address : Advocate
Alipur Police Court
Kolkata-27

Vendor :
Alipore Collectorate 24 Pgs (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court Kol-27

Uing B.



2383

Pentarch Designs Pvt. Ltd.

Uing B.

Director



2381

Sarmit Kumar Banerjee



2382

Ramola Banerji.



2384

Swapna Sardar.
S/o Sree M. Sarker.

Alipore police court
P.O. P.S. Alipore
Kolkata-27.
Sd/- Clerk.



(1) **SMT. RAMALA BANERJEE** (PAN: **ADRPB9018K**), (AADHAAR NO. 3505 7622 8241), (MOB: 93310 12829), wife of Sujit Kumar Banerjee, by faith – Hindu, by occupation – Housewife, Nationality – Indian, residing at 33, Jubilee Park, P.O. – Tollygunge, Police Station – Golfgreen, Kolkata-700033 and (2) **SRI SAMIT KUMAR BANERJEE** (PAN: **AEMPB2109P**), (AADHAAR NO. 6687 5822 4776), (MOB: 9073331530), son of Late Sakti Kumar Banerjee, by faith – Hindu, by occupation – service, Nationality – Indian, residing at 15B, Jubilee Park, P.O. – Tollygunge, Police Station – Golfgreen, Kolkata-700033, hereinafter called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

PENTARCH DESIGNS PRIVATE LTD. (PAN: **AAECP7215R**) (CIN NO. 23010600092754IDIB) (MOB : 9831023135) a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 162/B/324, Lake Gardens, P.O. Lake Gardens, Police Station – Lake, Kolkata – 700045, being Represented by its Director **SRI VINAY PURI**, (PAN: **AFWPP2859R**), (AADHAAR NO. 2523 8586 5287), (MOB: 9831023135), son of Late Vinod Puri, by faith – Hindu, by occupation – Business, residing at 162/B/324 Lake Gardens, P.O. – Lake Gardens, Police Station–Lake, Kolkata-700045, duly empowered and authorized on that behalf by a resolution passed at the meeting of the Board of Directors held on 06th day of December'2022 and hereinafter referred to as the **DEVELOPER**, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office and assigns) of the **OTHER PART**.

AND WHEREAS by a Deed of Conveyance dated 29th January, 1941 and registered in Alipore, Sub-Registration office and recoded in Book No. I, Volume No.15, pages 244 to 254, Being No. 493 for the year 1941, Sourindra Nath Banerjee son of Prosad Chandra Banerjee, further purchased a portion of revenue free tank with land appurtenant thereto being the western portion of the tank at Jubilee Park measuring 11 (eleven) cottahs 12 (twelve) Chittacks and 9 (nine) sq. ft.

AND WHEREAS by a Deed dated 29th January, 1941 and registered in the District Sub-Registration office at Alipore and recorded in Book No. I, Volume No.30, pages 38 to 41, Being No. 492 for the year 1941 the said Sourindra Nath Banerjee became jointly entitled to middle portion of the said tank at Jubilee Park.

WHEREAS by a deed of Conveyance dated the 11th day of October, 1944 and registered in the office of District Sub-Registrar, Alipore and recorded in Book No. I, Volume No.77, pages 171 to 180, Being No.3414 for the year 1944 one Sourindra Nath Banerjee son of Prosad Chandra Banerjee purchased for consideration mentioned therein and became absolutely



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entitled to and possessed of a piece and parcel of revenue free land measuring 4 (four) cottahs 5 (five) chittacks and 31 (thirty one) square feet being plot No.11 of Jubilee Park.

AND WHEREAS by a deed of conveyance dated 29th May, 1945 and registered in the District Sub-Registration Office at Alipore and recorded in Book No. I, Volume No.30, pages from 250 to 261, the said Sourindra Nath Banerjee purchased the other portion of the aforesaid Revenue free tank with land appurtenant thereto being the Eastern portion of the said tank with land appurtenant thereto at Jubilee Park measuring 14 (fourteen) cottahs and 13 (thirteen) chittacks together with all right title and interest as co-Owners in the middle portion of the said tank along with land appurtenant thereto measuring 3 (three) cottahs 13 (thirteen) Chittacks and 13 (thirteen) sq. ft.

AND WHEREAS the said Sourindra Nath Banerjee having purchased the Eastern portion of the said tank of Jubilee Park in the manner aforesaid become the sole Owners of the said tank Together with land appurtenant thereto measuring in aggregate 1 (one) Bigha 10 (ten) Cottahs 6 (six) chittacks 22 (twenty two) sq. ft. situate lying at and being Plot No. 11, Jubilee Park, Calcutta.

AND WHEREAS the said Sri Sourindra Nath Banerjee thus became seized and possessed of and absolutely entitled to the said plot No.11, Jubilee Park, and had built or constructed one single storied pucca building thereon or on part thereof.

AND WHEREAS the said piece or parcel of land known and numbered as Plot No.11 of Jubilee Park whereon the said Sri Sourindra Nath Banerjee has built constructed or erected the said building has been numbered known and assessed as municipal premises No.15A, Jubilee Park, Kolkata.

AND WHEREAS the said Sri Sourindra Nath Banerjee out of his natural love and affection by a deed of gift dated 18th May, 1962 gifted the portion of revenue free land measuring 6 (six) cottahs be the same a little more or less, with one storied pucca building erected thereon being formerly known as 11, Jubilee park, and portion out of the tank situate at the said Jubilee Park, formerly a portion of holding No.155, Russa Road East Southern thereafter renumbered as a portion of Premises No.119, Russa Road South) formerly within Tollygunge Municipality now within the Municipal limits of Kolkata Municipal Corporation formerly situate at Mouza- Chandpur, Pargana - Khaspur, Thana - Tollygunge, Sub-Registry office Alipore, in the District of 24 Parganas being portion of C.S. Settlement Dag Nos. 1110, 1111, 1112, 1113, 1114, 1115, in Khatian No.866, J.L. No. 41, being Revenue Survey No.40, Touzi No.330B of 24 Parganas Collectorate to and in favour of Smt. Usha Banerjee wife of Sourindra Nath Banerjee, the Donee therein and the said deed of gift was duly registered in the office of Joint Sub-Registrar of Alipore at Behala, 24 Parganas on 18.05.1962 and recorded in Book No.I, Volume No.26, pages from 100 to 1106, Being No.2165 for the year 1962.



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AND WHEREAS by virtue of such Deed of Gift the said Smt. Usha Banerjee became the sole and absolute Owner of the said property measuring 6 (six) cottahs be the same a little more or less, Together With one storied pucca building erected thereon, lying and situated in Mouza - Chandpur, J.L. No. 41, and forming Revenue Survey No.40, Touzi No.330B, Pargana - Khaspur, in Khatian No.866, being portion of C.S. Settlement Dag Nos. 1110, 1111, 1112, 1113, 1114, 1115, Thana - Tollygunge, Sub-Registry Alipore, being Premises No.15, Jubilee park, in the District of 24 Parganas and became absolutely seized and possessed of the same.

AND WHEREAS while being seized and possessed of the said property the said Smt. Usha Banerjee died intestate on 25.02.1977 leaving behind daughter Manjulika Mukherjee, son Sujit Kumar Banerjee and the legal heirs of her predeceased son Sakti Kumar Banerjee namely Smt. Hena Banerjee (wife), Samit Kumar Banerjee (son) and Somita Chatterjee alias Samita Chatterjee (wife of Saibal Chatterjee) as her heirs and legal representatives whereupon the said property left behind by her devolved upon them jointly and in equal share according to Hindu Succession Law.

AND WHEREAS in July, 2005 Samit Kumar Banerjee filed a suit in the Court of the 8th Civil Judge (Sr. Division) at Alipore against Sujit Kumar Banerjee & Ors. inter alia claiming for partition by metes and bounds **ALL THAT** the said property situate lying at and being No. 15A, Jubilee Park, Kolkata which was registered as T. S. No. 21 of 2005 and in course of hearing of the said suit with the intervention of the common friends and associates the parties have amicably settled the said dispute by filing a solemnname and on the basis of such solemnname the Jd. Judge was pleased to pass a decree while disposing of the said suit whereby and whereunder Smt. Ramala Banerjee the owner no. 1 herein was allotted exclusively Lot-A of the suit premises being No. 15A, Jubilee Park, Kolkata measuring 2 cottahs 2 chittacks and 31 sq. ft. more or less equivalent to 145.058 sq. meter Together With one storied brick built building and/or structure standing thereon and/or on part thereof containing a built up area of 100 sq. ft. more or less which was on the basis of such partition by metes and bounds has been renumbered as premises No. 15A, Jubilee Park, Kolkata- 700 033 and Samit Kumar Banerjee the plaintiff in the said suit with the consent and concurrence of all the appearing parties including Smt. Ramala Banerjee and Sujit Kumar Banerjee was exclusively allotted and became entitled to Lot-B of the suit premises containing by estimation an area of 3 cottahs 5 chittacks and 19 sq. ft. more or less equivalent to 223.303 sq. meter Together With the part of the one storied brick built building standing thereon and/or on part thereof situate lying at and being a part of premises No. 15A, Jubilee Park, P. S. Golfgreen (formerly Jadavpur) which has since been renumbered as premises No. 15A/2, Jubilee Park.



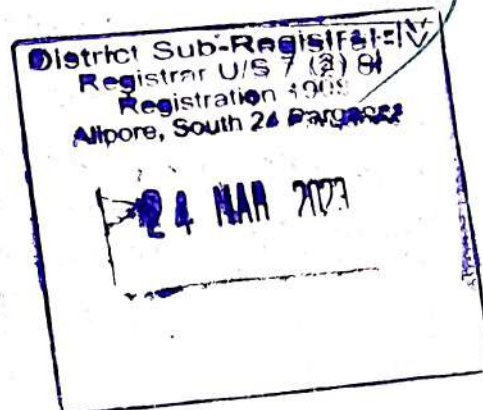
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AND WHEREAS by virtue of such partition the said Smt. Ramala Banerjee became the sole and absolute owner of ALL THAT divided and demarcated part of premises No. 15A, Jubilee Park, Kolkata containing by estimation an area of 2 cottahs 2 chittaks and 31 sq. ft. more or less Together with a single storied brick built building standing thereon and/or on part thereof containing by estimation a built up area of 100 sq. ft. more or less and which became known and re-numbered 15A, Jubilee Park, Kolkata, within Ward No. 94 of Kolkata Municipal Corporation and got her name duly mutated in respect of the said premises and bearing Assessee No. 21-094-06-0027-3 and thereupon started and continuing to pay and discharge the municipal rates, taxes and other outgoings concerning or relating to the said premises.

AND WHEREAS by virtue of such partition the said Samit Kumar Banerjee became the sole and absolute owner of ALL THAT divided and demarcated part of premises No. 15A, Jubilee Park which was renumbered as premises No. 15A/2, Jubilee Park, Kolkata- 700 033 (Renumbered after mutation) containing by estimation an area of 3 cottahs 5 chittaks and 19 sq. ft. more or less Together with a single storied brick built building standing thereon and/or on part thereof containing by estimation a built up area of 503 sq. ft. more or less situate lying at and being Lot-B of the suit premises as per mutual partition, within Ward No. 94 of Kolkata Municipal Corporation bearing Assessee No. 21-094-06-0226-9 and got his name duly mutated in respect of the said premises and started and continuing to pay and discharge the municipal rates, taxes and other outgoings concerning or relating to the said premises.

AND WHEREAS in course of time the owners herein being Smt. Ramala Banerjee and Samit Kumar Banerjee who were thereto owners of two contiguous and adjoining premises being Premises No. 15A & 15A/2, Jubilee Park, Kolkata 700 033 evinced an intention to develop the said two premises by amalgamating the same into one premises and for which both the parties entered into an unregistered Joint Venture Agreement and in due performance of their said intention executed a Deed of Amalgamation dated 9th December 2022 and registered in the office of DSR-IV, 24 Parganas (South) and recorded in Book No. I, being Deed No. 60414503 for the year 2022 at the cost of the Developer read with a Deed of Declaration-cum-Rectification dated 27.03.2023 also registered in the office of DSR-IV at Alipore and recorded in Book No. I, Deed No. 3767 for the year 2023 amalgamated the said two premises containing an aggregate area of 5 cottahs 8 chittaks and 58 sq. ft. Be the same a little more or less together with one storied building and/or structure standing thereon and/or on part thereof containing a built up area of 603 sq. ft. Be the same a little more or less upon amalgamation of the said premises the owners herein duly applied before the Kolkata Municipal Corporation Authorities for approval and mutation whereupon the Kolkata Municipal Corporation Authorities upon perusal of such application read with the Deed of Amalgamation and the Deed of Declaration referred to hereinabove duly mutated the names of the owners as the owner of the amalgamated



premises being No. 15A, Jubilee Park, Kolkata 700 033, P S Golfgreen (formerly Jadavpur) within Ward No.94, Kolkata Municipal Corporation bearing Assessee No. 210940600273 and more fully and particularly described and mentioned in the *SCHEDULE* hereunder written and hereinafter referred to as "**THE SAID PREMISES**".

AND WHEREAS coming to know of such intention of the owners the Developer herein namely Pentarch Designs Private Ltd., having its office at 162/B/324, Lake Gardens, P.S. - Lake, Kolkata - 700045, having earned substantial reputation and goodwill in the field of real estate development hath approached the owners with a proposal to carry out the work of development at their own costs and expenses inclusive of Stamp duty and registration charges and land rent thereof so as to erect and construct multistoried building on the said premises comprising of several self contained flats, apartments, commercial areas, parking areas and common areas and facilities subject to sanction being obtained on that behalf from Kolkata Municipal Corporation on the term, conditions and stipulations hereinafter appearing subject to compliance of all statutory obligations concerning or relating to such development.

BEFORE ENTERING INTO ANY AGREEMENT FOR DEVELOPMENT THE OWNERS HAVE JOINTLY REPRESENTED HEREUNDER :

1. That the said premises being No. 15A, Jubilee Park, Police Station - Jadavpur now Golfgreen, Kolkata - 700033, under K.M.C. Ward No.94, District - 24 Parganas (South), is free from all encumbrances charges, liens, lispendens, attachments whatsoever and the same are occupied by the Owners.
2. That there is no notice of acquisition or requisition received or pending in respect of the said property morefully described in Schedule 'A' hereunder written.
3. The Owners further declare that since the said amalgamated premises having an area of land measuring about 5 (five) cottahs 8 (eight) chittacks 5 (five) sq. ft be the same or a little more or less, lying and situated at and being Premises No. 15A, Jubilee Park, Police Station - Jadavpur now Golfgreen, Kolkata - 700033, under K.M.C. Ward No.94, District - 24 Parganas (South), together with structure thereon and the same is not attracted under Urban land Act under Section 27(2) of the Urban Land (Ceiling and Regulations) Act 1976.
4. The Developer is *prima facie* satisfied that the owners have made out good marketable title in respect of the said premises without any right, title, interest or claim of any person or persons relating thereto and/or on part thereof whereupon the developer is further *prima facie* satisfied that the owners have been able to make out a marketable title having full and absolute right to enter into this agreement for



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development on the basis of representations made by the owners as to their respective title to the said premises and the owners further agree to indemnify and/or keep indemnified the Developer and any person or concern claiming through or under them against any claim or demand by any person or persons are concerned relating to or concerning the said premises or any part thereof in any manner whatsoever.

5. The owners further represent and assure that no other agreement or arrangement have been made by them or either of them concerning relating to the said premises or any part thereof.

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

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning:-
 - a) **PREMISES** shall mean **ALL THAT** piece and parcel of land measuring about 5 (five) cottahs 8 (eight) chittacks 5 (five) sq. ft be the same or a little more or less, together with single storied brick built messuage tenement and dwelling house standing thereon, measuring about 603 sq. ft. more or less, lying and situated at and being Premises No. 15A, Jubilee Park, Police Station - Jadavpur now Golfgreen, Kolkata - 700033, under K.M.C. Ward No.94, District - 24 Parganas (South), morefully and particularly described in the **SCHEDULE "A"** hereunder written.
 - b) **BUILDING PLAN** shall mean and include the plans, drawings and specification of the new building prepared by the architect and sanctioned by the concerned authority including the Kolkata Municipal Corporation for construction of the G+ Four storied building on the land of the said Premises No. 15A, Jubilee Park, Police Station - Jadavpur now Golfgreen, Kolkata - 700033, under K.M.C. Ward No.94, District - 24 Parganas (South), and shall include all sanctionable modifications and alternations that the architect may cause with the approval of the Kolkata Municipal Corporation from time to time.
 - c) **OWNERS** shall mean (1) **SMT. RAMALA BANERJEE**, wife of Sujit Kumar Banerjee, residing at 33, Jubilee Park, P.O. - Tollygunge, Police Station-Jadavpur, now Golfgreen Kolkata-700 033 and (2) **SRI SAMIT KUMAR BANERJEE** son of Late Sakti Kumar Banerjee, residing at 18B, Jubilee Park, P.O. - Tollygunge, Police Station - Jadavpur, now Golfgreen Kolkata-700 033, include their respective heirs, executors, successors, and assigns.
 - d) **DEVELOPERS** shall mean **PENTARCH DESIGNS PRIVATE LTD.** a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at



162/B/324, Lake Gardens, P.O. Lake Gardens, Police Station – Lake, Kolkata – 700045, being Represented by its Director **SRI VINAY PURI**, son of Late Vinod Puri, and its successors-in- office and assign duly empowered and authorized on that behalf by a resolution dated 06/12/2022 passed by the Board of *Directors*.

- e) **NEW BUILDING** shall mean Ground Plus Four storied building to be constructed on the said Premises No. 15A, Jubilee Park, Police Station – Jadavpur now Golfgreen, Kolkata – 700033, under K.M.C. Ward No.94, District – 24 Parganas (South), by the Developer in accordance with the Sanction plan or Plans to be prepared by the Registered Architect with the approval by the Owners under the supervision and cost by the Developer.
- f) **OWNERS' ALLOCATION** shall mean and include 57% of the total built up area as per the building plan to be sanctioned by the Kolkata Municipal Corporation for construction of a Ground+four storied building comprising of 5 nos. of flat in such allocation out of which 2 nos. of flats to be allotted in each of the first floor and 3rd floor and 1 flat (1 bedroom) on the 4th floor Together With equivalent 57% of car parking spaces in the ground floor and/or underneath the building together with 57% of the undivided proportionate share in common areas and facilities and 40% of share, interest and right in or upon the ultimate roof of the proposed building being premises No. 15A, Jubilee Park, Police Station – Jadavpur now Golfgreen, Kolkata – 700033, under K.M.C. Ward No.94, District – 24 Parganas (South), more fully and particularly described and mentioned in the **SCHEDULE-B** hereunder written.
- g) **DEVELOPER'S ALLOCATION** shall mean and included 43% of the total built up area as per the building plan to be sanctioned by the Kolkata Municipal Corporation for construction of a Ground+Four storied building comprising of 3 nos. of flat in such allocation out of which 2 nos. of flats to be allotted in each of the 2nd floor and 1 flat on the front side of the 4th floor Together With equivalent 43% of car parking spaces in the ground floor and/or underneath the building together with 43% of the undivided proportionate share in common areas and facilities including the ultimate roof of the proposed building on amalgamation of premises No. 15A, Jubilee Park, Police Station – Jadavpur now Golfgreen, Kolkata – 700033, under K.M.C. Ward No.94, District – 24 Parganas (South), more fully and particularly described and mentioned in the **SCHEDULE-C** hereunder written.
- h) **BUILDING SANCTION PLAN** shall mean the building plan to be prepared by the developer in the name of the owners for sanction by the proposed ground+4 storied building to be constructed in or upon the said premises comprising of several self contained independent flats and/or apartments, car parking areas common areas



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and facilities which includes alterations or modifications as may become necessary from time to time in the interest of the parties.

- i) **BUILT UP AREA OF FLAT-** shall mean and include the area of the flat from its outside wall to wall on four sides.
 - j) **ARCHITECT-** shall mean the person or persons who may be appointed by the Developer for designing, planning and supervising construction of the said building subject to approval of the Owners.
 - k) **TRANSFeree** : shall mean the person, firm, limited company, Association of persons to whom any space in the new building will be transferred by the Developer or Owner.
 - l) **TRANSFER** : with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of unit in a multi storied building to purchasers thereof although the same may not amount to a transfer in law.
 - m) **PURCHASER** : shall mean a firm, limited company, association & person or persons to whom any unit in the new building is being transferred.
 - n) **UNIT:** shall mean and include a defined self-contained part of a building having a direct access to a common area or common path together with the undivided proportionate indefeasible share in the common areas and common parts of the proposed building to be constructed on the said premises for residential use.
 - o) **EXPRESSIONS** : imparting masculine shall include feminine and neuter gender.
 - p) **WORDS:** imparting plural number shall include singular number as well as vice-versa.
 - q) **THE PARAGRAPHS** : heading to the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.
 - r) **EXPENSES AND DEPOSITS** : In addition to the consideration the Developer shall be entitled to charge from the intending buyers and/or transferees including the transferees claiming through or under the Owners to the extent of their respective shares of additional expenses and deposits on diverse heads concerning or relating to the project in order to secure the obligation and liabilities of all the transferees and/or buyers of Unit or Units including those claiming through or under the Owners as more particularly specified in the Fifth Schedule hereunder written.
2. That the Owners do hereby grant exclusive right of construction and joint development of the said premises unto and in favour of the Developer with the intent



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and object that the Developer shall be solely responsible to draw and prepare the necessary building plan and shall obtain sanction thereof from KMC authorities with or without modifications and shall construct, erect and complete the said building or buildings on the said premises in accordance with such sanction plan so as to get the same completed in all respect as per specification unto the Schedule "A" hereunder written.

3. That in the circumstances and in consideration of the terms and conditions contained herein and the obligation of the terms and conditions contained herein and the obligation to be performed, fulfilled observed by the Owners and the Developers and in further consideration of the Owners having agreed to grant an exclusive right of construction and development of the said premises to the Developers, it shall be the responsibility and obligation of the Developers to comply with the terms and conditions as are hereunder provided :
 - a) To commence construction of the G+4 storied building upon time after sanction of the building plan by the Kolkata Municipal Corporation authorities and proceed to complete such construction in all respect within a period of 30 months from the date of sanction of such building plan subject however, to an extension of time of 6 months from the date of expiration of the initial period of 30 months which shall be final binding and conclusive of all intents and purposes and no further extension shall be granted save under force majeure circumstances.
 - b) That the Owners shall execute necessary deed of conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the said G+IV storied building in favour of the Developers or any person or concern claiming through or under them at any time only after delivery of possession of the Owners' allocation on completion of construction of the building comprising of flats or apartment as per specification and drawings but only after receiving the Completion Certificate from Kolkata Municipal Corporation being habitable in nature including water, sewerage and electricity connection being provided therein.
4. The developer shall be bound to construct and complete the said G+4 storied building strictly in due compliance with the building plan sanctioned by the Kolkata Municipal Corporation as per the specifications more fully and particularly described and mentioned in the ~~SCHEDULE-F~~ hereunder written at their own costs and expenses and shall be fully responsible and liable to bear all costs, charges and expenses, incidentals and circumstances arising therefrom on account thereof.
5. The Owners shall not in any manner be responsible and shall be kept indemnified and saved harmless by the Developer by an affidavit of indemnity affirmed before 1st Class Judicial Magistrate for any incident or accident which may occur in or upon the



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said premises in course of construction activities and for faulty and/or any other defect or default whatsoever and the Developer shall keep the Owners fully indemnified at all times against any loss or damage which may be caused to the Owners or any one also due to any accident during construction and/or any unauthorized construction in deviation of the plan and/or due to any other cause whatsoever.

6. The owners hereby allow subject to what has been hereinafter provided unto and in favour of the developer to build, construct, erect and complete the proposed G+4 storied building or structure in or upon the said premises and/or on part thereof and to commercially exploit the same by entering into agreement for sale and/or transfer in respect of the developer's allocation only strictly in accordance with building plan sanctioned by the Kolkata Municipal Corporation authorities in accordance with the specifications provided in the Schedule-F hereunder written and the developer shall have the obligation to hand over the owner's allocation to their satisfaction and thereafter proceed to makeover possession of the developer's allocation unto and in favour of the intending transferees thereof.

7. **DEVELOPER ASSURANCES:**

- a) To incur all costs, charges and expenses for construction of the said G+IV storied building as per the sanctioned plan subject to supervision of Registered Architect/L.B.S. on being approved by the owners.
- b) To commence and complete the entire construction work of the proposed G+IV storied building in all respect from the date of sanction and to obtain completion Certificate from the K.M.C. upon completion in all respect and in order to make it suitable for habitation in all sense of the terms with facilities and/or amenities attached thereto being provided therein and particularly described in the Schedule 'B' herein within 30 (Thirty) months with an extension of 6 (six) months.
- c) All municipal rates and taxes and other outgoings and statutory impositions concerning the said premises shall be paid by the owners until the date of delivery of actual physical possession unto the developer and from the date of execution of the registered development agreement and simultaneously delivery of possession it shall be the sole and Exclusive obligation of the developer to pay and discharge all municipal rates and taxes until the flats or apartments are formally transferred and/or handed over possession to the ultimate transferees.
- d) The Developer also agrees that from time to time the Owners and their authorized representatives shall have the right of inspection of the nature and status of construction of the proposed building by their structural Engineers about the quality



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of materials used and other specifications mentioned in Schedule "F" hereunder written, provided however the Owners or their authorized representatives shall have right to point out any defect or to give any direction to the developer for repair and/or rectification of construction of any part of the proposed G+IV storied building which need to be attended forthwith.

- e) The Developer after signing this registered joint development Agreement, upon amalgamation of the two contiguous premises thereby forming the aforesaid property shall be solely liable to pay all rates and taxes in respect of the aforesaid property until handing over of the respective shares on obtaining CC from KMC as per allocation on behalf of the owners.

8. DEVELOPER'S OBLIGATION:

- a) To construct and complete the said G+IV storied building in all respects in terms of this agreement and also strictly in accordance with the sanction building plan and as per the specification provided hereunder using materials as per Schedule F within the specified time stated hereinabove which is made essence of this contract.
- b) To enjoy, negotiate and enter into agreement for sale with prospective buyer and accept advance and/or consideration money for the disposal of Developer's allocation as it may think fit and proper from all such person or persons it may desire without any interference from the Owners.
- c) The Developer will be entitled to enter into Agreement for sale and/or transfer of the respective flats in its allocation only in the G+IV storied building. At the time of execution of the Deed of Conveyance the Owners shall be a party on such deed along with the Developers.
- d) That the Developer has agreed to pay all the incidental charges during construction/ completion of the said G+IV storied building. It is further made clear that the Owners shall only be held liable for transferring the proportionate share of land attributable and/or corresponding to the Developers allocation in the proposed building after availing the KMC CC..
- e) That if the Developer fails to complete the construction of the said project within the stipulated time including the agreed extension period of six months they shall have not be eligible to transfer and/or assign their right in respect of the said project or any part thereof to any other Developer or Developers without prior written permission from the Owners.
- g. For successful implementation of the scheme of development the Developer shall enjoy an unfettered and unobstructed and/or unrestricted right to create charge



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and/or mortgage concerning or relating and restricted to their allocation of the built-up area only in respect of the said premises unto and in favour of any Bank or other financial institution in order to get the said project financially viable and also duly approved by such Bank or financial institution so as to provide necessary financial accommodation and/or assistance and/or facility unto and in favour of the Developer and/or any intending transferee of flats or units for effecting construction and/or completion of a new building or buildings and/or in acquiring Unit or Units in or upon the said newly constructed building or buildings as per building plan to be sanctioned by the concerned municipal authorities subject to compliance of all other terms, conditions and stipulations hereunder provided.

PROVIDED HOWEVER the Developer shall be bound to take all necessary steps and measures so as to ensure that the Owners' allocation of the built-up area under the present scheme of development remains unaffected and out of the purview and ambit of such encumbrances and impediment resulting from creation of such charge or mortgage by the Developer of their allocations and shall keep the Owners of their allocation of built-up area, duly indemnified and saved harmless against any demand or claim on account of the charge and/or mortgage so created by the Developer in respect of its share. Be it recorded that the owners shall not be liable on any account in this regard.

- h. In the event the developer is not inclined or is unable to continue with the completion of the project for any reasons whatsoever even after expiration of the stipulated extended period of 36 months, then in such event it would be open to the owners to assign the remaining part of the construction for completion of the scheme of joint development unto and in favour of any third party without being required to pay any compensation to the developer save and except the developer has entered into any agreement for sale or transfer of any part or portion of the developer's allocation or taken any advance from any proposed buyers for its share of allocation.

PROVIDED HOWEVER, if the extent of construction including structure, brick work and plastering that has been effected is in excess of 60 % of the contemplated work under the said joint development scheme and the developer has not entered into any agreement for sale or transfer of any part or portion of the developer's allocation or taken any advance from any proposed buyers for its share of allocation, then in such event the owners would be entitled to assign the remaining rights and obligations under the joint development scheme unto and in favour of any third party only upon payment and/or reimbursement of the expenses incurred by the developer in actual subject to verification by the owners and upon such payment being made to the



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developer through bank it shall without any reservation claim or demand on any account whatsoever be bound to give its consent for such assignment. The owners and/or its nominated developer as the case maybe, shall be liable for reimbursement as mention above, immediately from the date of intimation as to the discharge of the encumbrances referred to above and commencement of further work of constructions.

For the aforesaid case stated, the developer after proper verification shall be bound to give its consent and approval without any reservation and/or restriction whatsoever unto and in favour of the owners freed and discharged of all charges, mortgages, encumbrances and/or liabilities created in course of implementation of the said scheme of joint development in any manner whatsoever.

It is further made clear that if the developer prior to such recession of the development agreement entered into any agreement for sale with any third party in respect of its allocation of built up area or any part thereof, the Owners and/or any person or persons claiming through or under them shall honour the said agreement but in such case the said agreement holder shall be bound to fulfill its or their obligations including payment of the remaining consideration and miscellaneous deposits specified under the Agreement for sale unto and in favour of the Owners and/or newly appointed Developer/Contractor nominated by the Owners in place and instead of the Developer herein without any claim or demand in the said account being reserved unto and in favour of the developer on any account whatsoever and in such case the developer shall not be entitled to claim any share out of the constructed and/or any other benefit out of this project.

It is further made clear that the developer by signing and executing this Agreement for Joint Development has unequivocally accepted and confirmed its obligation specified in this Clause without reserving any right or claim save and except the above mentioned right to challenge any part of the provisions contained herein and the decision, in this regard, of the Owners shall be final, binding and conclusive on the parties.

9. OWNERS AGREED:

- a) To sign and execute all necessary papers undertaking affidavit, documents, declaration deed, which may be required for construction of the proposed building in terms of this Agreement. The draft of the aforesaid instruments shall require to be approved by the Owners before the execution thereof.



- b) The Owners also agree to handover the photo copies of all the original title deed and other documents affidavit to be executed by the Developer to the Developer simultaneously with the execution of this Agreement and the same shall be retained by the developer until completion of the entire G+IV storied building and completion of sale of all the flats and other spaces thereto. The Owners also agree to show the Developer all the original documents as and when needed to show in the KMC, relating to sanction of plan Bank and any purpose without parting with it.

10. OWNERS HAVE FURTHER AGREED as follows:

- a) Not to sell transfer alienate or encumber the premises so long this agreement shall remain in force and effect, but can allocate each others share in the flats and car parking and other spaces.
- b) Not to cause any obstruction or interference in the bonafide construction erection and completion of the said G+IV storied building on the said premises.
- c) After execution this joint development agreement, the Developer will be allowed to demolish the existing building by its own labour and instrument and retrieve the salvages from the said premises at their own costs and expenses.
- d) The owners shall cooperate with the developer in getting sanction plans to be prepared by the Registered Architect for construction of the said building being approved in consultation with the owners and to enter into any Agreement for Sale and Deed of Sale in respect of Developer's Allocation in the said building at the said Premises No. 15A, Jubilee Park, Police Station - Golfgreen, Kolkata 700033, under K.M.C. Ward No.94, District - 24 Parganas (South), morefully described in the Schedule "A" hereunder written after obtaining CC from KMC.
- e) The respective Owners will pay all the arrears/rates and taxes to the Kolkata Municipal Corporation till the date of execution of this agreement and/or delivery of possession for the purpose of development whichever is earlier and the developer shall bear all rates and taxes including completion of the building in all respect and a clearance certificates from Kolkata Municipal Corporation Revenue Department, being obtained after mutation in favour of the owners the said amalgamated premises.
11. The Developer shall not be treated in default if the work is delayed due to the reasons amounting to FORCE MAJURE like earthquake, civil commotion, Pandemic, confirmed non availability of materials and non availability of identical materials which would be beyond its control.



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12. To execute a register Power of Attorney unto and in favour of the developer and/or its nominee in aid of implementation of the scheme of development including drawing up and preparation of the building plan obtaining sanction thereof and applying for and effecting necessary construction there at in due observance and compliance with all statutory and other requisite formalities Together with the authority including completion in all respect and obtaining certificate of completion from the Kolkata Municipal Corporation authorities so as to sign and execute the agreement for sale in favour of intending buyers and/or transferees and also the deed of conveyance strictly relating to the developer's allocation only of the said building but only upon delivering peaceful possession of the built up area under the owner's allocation of the said premises without any reservation, restriction or deviation in any manner whatsoever.
13. Both the Developer and the Owners shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from either side as long as such disposal would not violate any provision of this Agreement.
14. **COMMENCEMENT:**
 - a. This Agreement shall come into effect from the date of its execution.
15. **REPRESENTATIONS AND INDEMNITIES BY THE OWNERS:**
 - a. The Owners are jointly and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises and every part thereof described in the SCHEDULE-A hereunder written.
 - b. That the entirety of the said premises is free from all encumbrances charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
 - c. The Owners hath made out a marketable title in respect of the said premises.
 - d. The Owners hath not entered into any Agreement for development nor have created any interest in favour of any third party in the said premises or any part thereof.
 - e. The Owners agree to keep the Developer indemnified against any claim or demand being made by any third party in respect of the said premises thereby affecting the right, title, interest and possession thereof and/or any defect in the title of the Owners.
 - f. There is no proceeding initiated by the Kolkata Municipal Corporation or any other authorities regarding the existing construction upon the said premises or any part thereof nor any such proceeding is pending.

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- g. That the said premises is not subject to any order of acquisition or requisition nor any part of the said premises is subject to road alignment.
- h. The Owners have paid and discharged upto date statutory impositions and other outgoings concerning the said premises and if any amount is found to be due and outstanding as on the date of this Agreement, if at any time hereafter any amount is due and outstanding in the said amount, the same shall be paid and discharged by the Owners.
- i. The Developer hath upon inspection of all relevant papers and documents are prima facie satisfied as to the title made out by the Owners concerning and/or relating to the Said Premises and also as to the measurement of the area and other details and particulars relating thereto.

16. CONSIDERATION

- a. In consideration of the owners having agreed to permit the Developer to commercially exploit the said premises and erect, construct and complete the new building or buildings thereon and/or on part thereof in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation Authorities, the developer shall allocate to the owners 57% (Fifty-seven percent) of the built-up area restricted to residential/commercial use only including common areas, 57% (Fifty-seven percent) of car parking spaces Together With 40% share of ultimate roof rights without any rights to make pucca construction thereon or part thereof.
- b. The Developer shall prepare and cause the said plan to be sanctioned on approval of the Owners and to incur and bear all costs charges and expenses for preparation, designing and obtaining sanction of the plan and the Developer shall be diligent to get the said plan sanctioned within a reasonable time.
- c. The Developer shall pay all costs of supervision of the development and construction of the Owners' allocation in the building and to bear all costs charges and expenses for construction of the building at the said premises.
- d. The aforesaid terms and other terms as embodied in this agreement are the consideration for grant of exclusive right for development of the said premises.
- e. The Owners shall be exclusively entitled to their allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the developer shall not have any right claim or interest whatsoever therein or any part thereof, and the developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Owners' allocation, after completion certificate from KMC, subject however to what is provided elsewhere in this agreement.

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- f. *The Developer shall be exclusively entitled to the Developer's allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same and the Owners shall not have any right claim or interest whatsoever therein or any part thereof and the owner shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's allocation, subject, howsoever, to what is provided in the agreement. Provided, however, possession of the Developers allocation can not be handed over until peaceful possession of owners allocation is delivered.*
- g. *The Owners shall at the request and cost of the developer sign and execute such papers and documents as may be necessary from time to time for conferring title on the purchaser or purchasers of the unit from the Developer's allocation including car parking spaces and in addition thereto the owners shall authorize and empower the Developer and/or its representative as their Constituted Attorney to sign such paper and documents as may be lawful and necessary. The costs including stamp and registration charges and all incidental expenses of such papers and documents shall be borne and paid by the Developer and/or its purchaser or purchasers.*

17. POSSESSION

- a. *As soon as the building will be completed in a fully habitable state, a completion certificate to that effect from the Kolkata Municipal Corporation and/or architect of the project would be sufficient, whereupon the Owners shall be offered to take physical possession of the Owners' allocation prior to the making over possession of the Developer's allocation to the intending Purchasers or other persons by the Developer. The Developer shall send a notice to the Owners by registered letter with A/D at their given addresses or any other last known address for taking physical possession of their allocations. If the Owners fail to take possession within thirty days from the date of receipt of such notice then it shall be DEEMED that the Owners have taken possession of their Allocation and the Developer shall be free and eligible to give possession of Developer's allocation of built up area to its intending Purchasers.*

18. BUILDING

- a. *The Developer shall at its own cost construct, erect, complete and make habitable uniformly the proposed building and the common facilities and amenities including the Owners' allocation at the said premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation Authorities with materials mentioned in the SCHEDULE- F hereunder and/or those specification as may be specified by the Architect from time to time.*

b.



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- b. *The Developer shall at its own costs be authorized on behalf of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the building and other provisions and facilities required for the construction or enjoyment of the building for which purpose the owner shall execute in favour of the developer or its nominee a Power of Attorney and other authorities as shall be required by the developer from time to time.*

19. **COMMON FACILITIES**

- a. *The Developer shall pay and bear all municipal rates, taxes and other dues and outgoings in respect of the said premises from the date of receiving vacant possession till obtaining the completion certificate from Kolkata Municipal Corporation.*
- b. *As soon as the building is completed, the Developer shall give written notice through registered post with A/D to the Owners requiring the Owner to take possession of the Owners' allocation in the newly constructed building and certificate to that effect of the Architect and/or completion certificate from the concerned municipal authority being produced when after fifteen days from the date of service of such notice the Owners shall be obliged to take possession thereof and shall be liable to pay and discharge all proportionate share of Municipal taxes, rates, duties and other outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocation, the said rates to be apportioned pro-rate with reference to the saleable space in the building if those are levied on the building as a whole. Such payment shall include extras and additional expenses referred to in the Fifth Schedule hereunder written.*
- c. *The Owners and the Developer shall punctually and regularly pay for respective allocations the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all claims actions demands costs charges expenses and proceedings whatsoever.*
- d. *As and from the date of service of notice of possession the Owners and Developer shall also be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable for the respective allocations, and such charges shall include proportionate share of premium for the insurance of the building electricity charges, water, fire and scavenging charges and taxes for light sanitation and operation repair and renewal charges for bill collection and management of the common facilities renovation replacement repair and*

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maintenance charges and expenses for the building and of all common writing, pipes, electrical and mechanical equipment switchgear transformers generators pumps motors and other electrical and mechanical installations appliances and equipments stairways corridors halls passages ways lifts shafts gardens park ways and other common facilities whatsoever as may be mutually agreed from time to time.

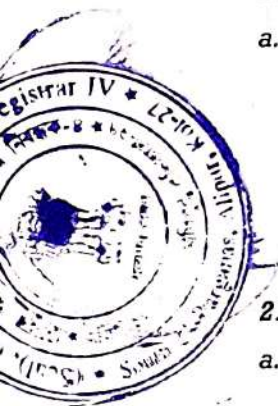
- e. *Any transfer of any part of the Owners' allocation of the building shall be subject to the other provisions of these presents and the owner and/or any person claiming through or under them shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.*
- f. *The Owners and the Developer on pro rata basis in proportion to their respective share of allocation in the built up area shall be liable to pay and bear the costs and expenses for bringing and installing three phase electricity meter including deposits on account of meter rent, cost of transformer, costs of underground cabling, ducting and its installation and/or any other right charges levied by the CESC authorities in providing such electricity connection. Provided However, if any deposit or payment is required to be made to the CESC authorities for any individual supply in respect of the Owners' allocation it shall be paid and discharged by the Owners and/or their nominee or nominees.*
- g. *Both the Owners and/or the Developer either by themselves or through their nominee or nominees in proportion to their respective shares in the built up areas shall immediately after delivery of possession be liable to pay all costs and deposits as would be required from time to time on account of the common facilities, services and maintenances including creation of sinking funds, installations of generator, lift other essential installation or any other connected services and/or facilities to make the new building constructed herein habitable and secured in all respect with modern facilities.*

20. DEVELOPER'S INDEMNITY

- a. *The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the developer in or relating to the development of the said premises and the construction of the said building, and the owner shall not be held answerable, responsible and/or liable under any circumstances in any way whatsoever.*

21. MISCELLANEOUS

- a. *The Owners and the Developer have entered into this joint development agreement purely on principal-to-principal basis and nothing contained herein shall be deemed*



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