

2-3398

P-2970/16

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C. 590136

C 590136

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document

Addl. District Registrar  
Sonarpur, South 24 Parganas

Hiralal Nayal.

- : **DEVELOPMENT AGREEMENT** : -



**THIS DEVELOPMENT AGREEMENT** is made on this the 4<sup>th</sup> day of April, Two Thousand Sixteen.

01 APR 2016

S.L. No. 156 Date

Name

Address

Value 5000/-

Govt. Stamp Vender

SABYASACHI DEB

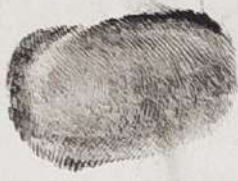
Sonarput A.D.S.R.O., Cal-150

Drindam Chowdhury.

Hosangpur. P.S. Sonarput



Hiralal Kayal.



1272

Hiralal Kayal.



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Sankar Narayan Kayal



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Hiralal Kayal



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Rotman Kayal.

Bikash Sen

10-Lite-Monoranjan Sen

Sonarput

Kal-150

Business

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**BETWEEN**

*Hiralal Kayal*

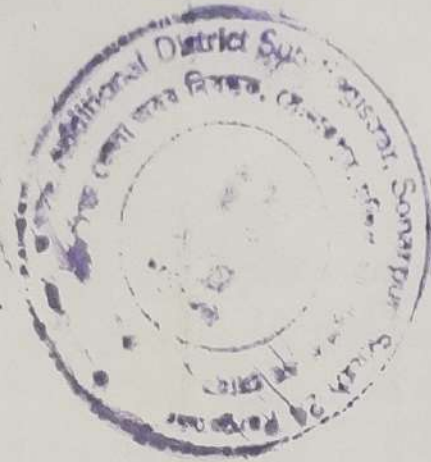
(1) **SRI HIRALAL KAYAL**, son of late Monimohan Kayal, by faith: Hindu, by occupation: Business having **PAN: AGAPK2794H**, (2) **SRI SANKAR NARAYAN KAYAL**, son of late Monimohan Kayal, by faith: Hindu, by occupation: Business having **PAN: AGQPK5975P**, (3) **SRI KANAI LAL KAYAL**, son of late Monimohan Kayal, by faith: Hindu, by occupation: Business having **PAN: AGAPK2793A**, (4) **SRI RATNESWAR KAYAL**, son of late Monimohan Kayal having, by faith: Hindu, by occupation: Business having **PAN: AGAPK2791C**, (5) **SMT. MITA KAYAL**, wife of late Santiram Kayal, by faith: Hindu, by occupation: Business having **PAN: EFYPK2462F**, (6) **SRI DIBYENDU KAYAL**, son of late Santiram Kayal, by faith: Hindu, by occupation: Service having **PAN:** , (7) **SRI HIMADRI SEKHAR KAYAL**, son of late Subodh Gopal Kayal, by faith: Hindu, by occupation: Business having **PAN:** , Represented by his Constituted Attorney and self (8) **SMT. DASABHUJA KAYAL**, wife of late Subodh Gopal Kayal, by faith: Hindu, by occupation: Business having **PAN : ANPPK0745C**, all residing at Sonarpur Station Road, Sahebpara, P.O. & P.S. - Sonarpur, Kolkata - 700150, (9) **SMT. RAKTIMA BARAI**, daughter of late Subodh Gopal Kayal, wife of Sri Prabir Kumar Baroi, by faith: Hindu, by occupation - Business having **PAN:** , Residing at - 1635, Madurdaha, Flat No. A3, 3rd Floor, Kolkata - 700107, and (10) **SMT. MADHURIMA MAITY**, daughter of late Subodh Gopal Kayal, wife of Sri Dibyendu Maity, by faith: Hindu, by occupation: Housewife having **PAN : ALYPM4461A**, residing at 257 Hossainpur (Madurdaha), Ekata Apartment, 1st Floor, Kolkata -700107, hereinafter collectively called as the **OWNERS** (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **FIRST PART**

 1276

Mita Kayal

 1277

Dibyendu Kayal



 1278

Raktima Barai

 1279

Madhusima Maity



 1280

Dashabhaya Kayal. Self +  
as constituted attorney of  
Himadri Sekhar Kayal

 1281

Arindam Chowdhury

 1282

Suman Das Gupta



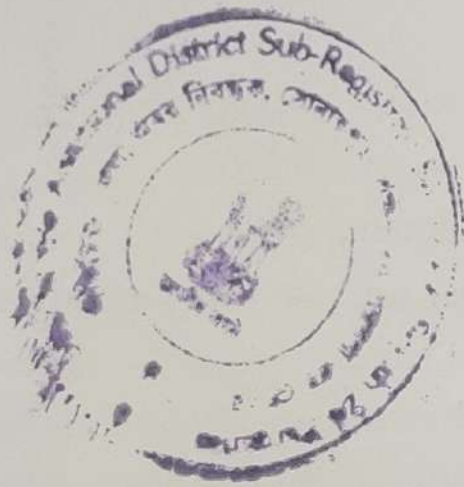
Hiralal Kayal

-AND-

**A.S. CONSTRUCTION**, a Partnership Firm duly registered under the Indian Partnership Act, 1932 having its office at Khiristala, P.O. & P.S. Sonarpur, having **PAN** : \_\_\_\_\_ represented by its partners **(1) Shri Arindam Chowdhury** son of Shri Snatak Ranjan Chowdhury, by faith: Hindu, by occupation: Business, having **PAN**: \_\_\_\_\_, residing at Village: Hasanpur, P.O. Champahati, P.S. Sonarpur, District: South 24-Parganas, Pin - 743330, and **(2) Shri Suman Dasgupta**, son of Himansu Dasgupta, by faith: Hindu, by occupation: Business, having **PAN**: \_\_\_\_\_, residing at Village & P.O. Champahati, P.S. Baruipur, District: South 24-Parganas, Pin - 743330, hereinafter called as the **DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof was mean and include its succession in office and assigns) of the **SECOND PART** ;

**WHEREAS** Sri Jiten Naskar, Sri Jatin Naskar, Sri Dhiren Naskar alias Dharendra Nath Naskar was the original owner of the land of R.S. DagNo. 29, under R.S. Khatian No. 132 and while in peacefull possession said Dhiren Naskar alias Dharendra Nath Naskar died leaving behind his four sons namely Khagen Naskar, Nirab Naskar, Nagen Naskar, Haran Naskar and Wife Smt. Subarna Bala Dasi as his sole legal heirs and successors.

**AND WHEREAS** said Nagen Naskar died leavin behind his wife Smt. Indu Bala Dasi as his sole legal heirs and successors. By the way of inheritence said Jiten Naskar, Jatin Naskar, Khagen Naskar, Indu Bala Dasi, Haran Naskar and Nirab Naskar became the absolute owner of the said land and recorded their names in Revisional Settlement Record and while in peacefull possession said Jiten Naskar died leaving behind his



Hiralal Kayal.

two sons namely Sayambar Naskar, Kartick Naskar and wife Mangala Bala Dasi as his sole legal heirs and successors. Thereafter said Kartick Naskar died leaving behind his wife Smt. Kucho Bala Dasi and daughters Rani Bala Naskar as his sole legal heirs and successors.

**AND WHEREAS** said Jatin Naskar died leaving behind his four sons namely Becharam Naskar, Bholanath Naskar, Rabindra Nath Naskar, Satish Naskar and four daughters namely Pratima Mondal, Ostamani Mondal, Sukkuli Naskar and Mona Naskar as his sole legal heirs and successors.

**AND WHEREAS** said Haran Naskar died leaving behind his four sons namely Gobinda Naskar, Gopal Naskar, Bibhuti Naskar and Shiburam Naskar as his sole legal heirs and successors.

**AND WHEREAS** for their better enjoyment all the legal heirs of said Jiten Naskar, Jatin Naskar and Dhiren Naskar alias Dharendra Nath Naskar registered at Deed of Partion in the year 1975 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 72, Pages 112 to 115, being Partition Deed No. 4917, for the year 1975.

**AND WHEREAS** said Sayambar Naskar Mangala Bala Dasi, Kucho Bala Dasi and Rani Bala Dasi Naskar became the 2nd Party at the said Deed of Partition and they jointly obtained 10 Decimals of land out of 20 Decimal land in R.S. Dag No. 29 and while in peacefull possession in their urgent need of money they jointly sold, conveyed and tranferred 2 Cottahs 10 Chittaks 10 Sq. Ft. land in favour of Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal in the year 1975 by a Registered Sale Deed which was registered at Sonarpur Sub Registrtr Office





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and recorded therein its Book No. 1, Volume No. 69, Pages 131 to 135, Being Deed No. 4925, for the year 1975.

**AND WHEREAS** said Sayambar Naskar and others further jointly sold, conveyed and transferred 2 Cottahs 10 Chittaks 11 Sq. Ft. land in favour of Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneswar Kayal in the year 1975 by a Registered Sale Deed which was registered at Sonarpur Sub Registrtr Office, Being Deed No. 4926, for the year 1975 and they further jointly sold, conveyed and transferred 13 Chittaks 12 Sq. Ft. land in favour of Sri Subodh Gopal Kayal in the year 1981 by a Registered Sale Deed which was registered at Sonarpur Sub Registrtr Office, Being Deed No. 2654, for the year 1981.

**AND WHEREAS** one Bhunju Naskar, Son of Late Jaggeshwar Naskar was the owner of the land of C.S. Dag No. 26, R.S. Dag No. 37 under C.S. Khatian No. 612, R.S. Khatian No. 510 and while in peacefull possession said Bhunju Naskar died leaving behind his son Kartick Chandra Naskar as his sole legal heirs and successors.

**AND WHEREAS** by the way of inheritence of his father said Kartick Chandra Naskar became the absolute owner of the said land and in Revisional Settlement Record the said land was recorded through the name of Kartick Chandra Naskar.

**AND WHEREAS** by a false document executed by said Kartick Chandra Naskar the said land was recorded in R.S. Khatian No. 510, through the name of Kartick Chandra Naskar 8 Annas Share, through the name of Biswanath Mondal 4 Annas share, through the name of Gopal Mondal 2 Annas share and through the name of Nepal Mondal 2 Annas share and the said record was finally published.

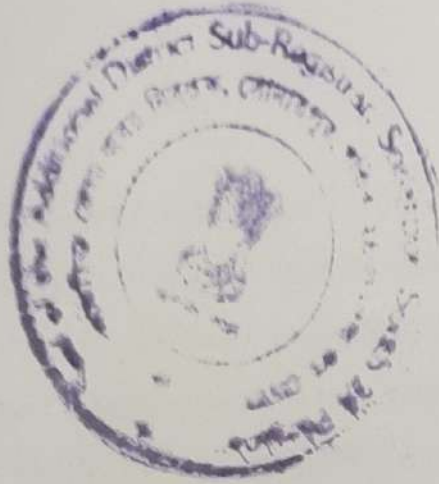


**AND WHEREAS** thereafter said Kartick Chandra Naskar died leaving behind his four sons namely Lalit Mohan Naskar, Sailen Naskar, Sunil Naskar, Sushil Naskar, Wife Sarojini Naskar, three leaving daughters namely Amita Sardar, Anila Naskar and Pramila Naskar and two sons & one daughters of one deceased daughter namely Ratikanta Naskar, Narendra Nath Naskar, Sandhya Mondal and son & daughter of another deceased daughter namely Shankar Naskar and Bebi Rani Mondal as his sole legal heirs and successors.

**AND WHEREAS** the said Lalit Mohan Naskar and others, the legal heirs of Kartick Chandra Naskar became the absolute owner of the said land but due to the said wrong record of Revisional Settlement said Biswanath Mondal, Gopal Mondal and Nepal Mondal executed a Nadabi Deed on 24.08.1973 which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 46, Pages 249 to 251, Being Deed No. 3127, for the year 1973.

**AND WHEREAS** said Lalit Mondal Naskar and others became the absolute owner of the said land and while in peacefull possession said Amita Sardar, Anila Naskar, Pramila Naskar, Ratikanta Naskar, Narendra Nath Naskar, Nirapada Naskar and Sandhya Mondal sold, conveyed and transferred their share of land in favour of Sri Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar in the year 1974 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 57, Pages 89 to 92, Being Deed No. 3524, for the year 1974.

**AND WHEREAS** said Sri Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar became the absolute owner of the said land by the way of inheritance of father and by the way

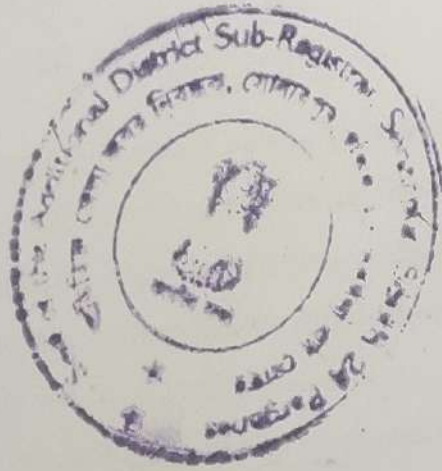


of purchase and said Smt. Sarojini Naskar became the absolute owner of the said land by the way of inheritance of her husband and said Shankar Naskar, Bebirani Naskar and Bipin Bihari Naskar became the absolute owner of the said land by the way of inheritance of their mother and wife and while in peaceful possession they sold, conveyed and transferred 17 Decimals of land in favour of Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 09.01.1976 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 1, Page No. 246 to 251, Being Deed No. 62, for the year 1976.

**AND WHEREAS** they further sold, conveyed and transferred 17 Decimals of land in favour of Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneshwar Kayal 09.01.1976 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 6, Page No. 95 to 100, Being Deed No. 63, for the year 1976.

**AND WHEREAS** they further sold, conveyed and transferred 5.5 Decimals of land in favour of Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal 16.07.1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 28, Page No. 96 to 99, Being Deed No. 1437, for the year 1977.

**AND WHEREAS** they further sold, conveyed and transferred 5.5 Decimals of land in favour of Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneshwar Kayal 16.07.1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office, Being Deed No. 1436, for the year 1977.



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**AND WHEREAS** by the way of purchase said Sri Hiralal Kayal, Sri Shanty Ram Kayal, Sri Shankar Narayan Kayal, Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneshwar Kayal became the absolute owner of 45 Decimals of land in R.S. Dag No. 37.

**AND WHEREAS** Sri Ramkrishna Naskar and Sridhar Naskar was the original owner of the land of R.S. Dag No. 30, under R.S. Khatian No. 301 and others land and they recorded their names in Revisional Settlement Record and while in peacefull possession they amicably partitioned the said land and others land and by the way of said amicable Partition said Ramkrishna Naskar became the absolute owner of the said entire 9 decimals of land in R.S. Dag No. 30 and while in peacefull possession said Ramkrishna Naskar sold, conveyed and transferred the said land in favour of Sri Nani Gopal Mukherjee on 24.04.1963 by a Registered Deed of Sale which was registered at Baruipur Sub Registry Office and recorded therein its Book No. 1, Volume No. 69, Pages 29 to 32, being Deed No. 4620, for the year 1963.

**AND WHEREAS** by the purchase said Nani Gopal Mukerjee became the absolute owner of the said land but if any litigation arise in future in respect of the said amicable partition said Sridhar Naskar registered a Nadabi Deed in favour of Nani Gopal Mukherjee on 08.06.1965 at Baruipur Sub Registry Office and recorded therein its Book No. 1, Volume No. 79, Pages 295 to 297, being Deed No. 5851, for the year 1965.

**AND WHEREAS** said Nani Gopal Mukherjee sold 1 decimals of land out of said 9 decimals of land and while he enjoying the rest 8 decimals land in his urgent need of money Nani Gopal Mukherjee sold, conveyed and transferred 2 Cottahs 8 Chittaks of land in favour of Smt.





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Anima Sarkar on 30.08.1965 by a Registered Deed of Sale, which was registered at Baruipur Registry Office and recorded therein its Book No. 1, Volume No. 108, Pages 280 to 284, being Deed No. 8909, for the year 1965.

**AND WHEREAS** by the way of purchase said Smt. Anima Sarkar became the absolute owner of the said 2 Cottahs 8 Chittaks land and while in peacefull possession in her urgent need of money she sold, conveyed and transferred 1 Cottah 4 Chittaks of land in favour of Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneshwar Kayal on 18.08.1976 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 46, Pages 25 to 29, Being Deed No. 2801, for the year 1976 and said Smt. Anima Sarkar sold, conveyed and transferred rest 1 Cottah 4 Chittaks of land in favour of Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 18.08.1976 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 47, Pages to , Being Deed No. 2802, for the year 1976.

**AND WHEREAS** one Ramkrishna Naskar was the original owner of land of R.S. Dag No. 43, under R.S. Khatian No. 301 and recorded his name in Revisional Settlement Record and while in peacefull possession said Ramkrishna Naskar died leaving behind his son Panchu Gopal Naskar as his sole, legal heirs and successors.

**AND WHEREAS** by the way of inheritance of his father said Panchu Gopal Naskar became the absolute owner of the said land and while in peacefull possession he sold, conveyed and transferred the said land in favour of Indo Chemflux Private Limited represented by its Directors Sri



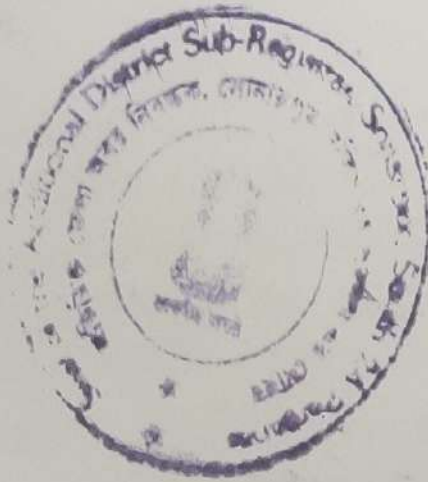
Hiralal Kayal.

Subodh Gopal Kayal, Sri Kanai Lal Kayal, Sri Ratneshwar Kayal, Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 10.10.2001 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office, being Deed No. 7892, for the year 2001.

**AND WHEREAS** Ramkrishna Naskar and Sridhar Naskar was the original owner of the land of R.S. Dag No. 44 and recorded their names in Revisional Settlement Record and they mutually demarcated the said land and while in peacefull possession said Sridhar Naskar died leaving behind his two sons namely Anil Naskar, Subal Naskar and three daughters namely Pratima Naskar, Lakshmi Naskar, Ranu Bala Sanfui and wife Smt. Astami Naskar as his sole, legal heirs and successors.

**AND WHEREAS** by the way of inheritance of their father and husband said Anil Naskar, Subal Naskar, Pratima Naskar, Lakshmi Naskar, Ranu Bala Sanfui and Smt. Astami Naskar became the absolute owner of the 15 decimals out of 18 decimals of land and while in peacefull possession in their urgent need of money they sold, conveyed and transferred 3 decimals of land in favour of Smt. Urmila Bhandari on 02.06.1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 21, Pages 103 to 106, being Deed No. 1118, for the year 1977.

**AND WHEREAS** by the way of purchase said Smt. Urmila Bhandari became the absolute owner of the said land and while in peacefull possession said Smt. Urmila Bhandari gifted 3 Decimals of land in favour of Sri Kanai Lal Kayal, Sri Ratneshwar Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal by a Registered Deed of Gift, which was executed on 13.12.2004 and registered on 29.03.2006 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 59, Pages 382 to 389, Being Deed No. 2931, for the year 2006.



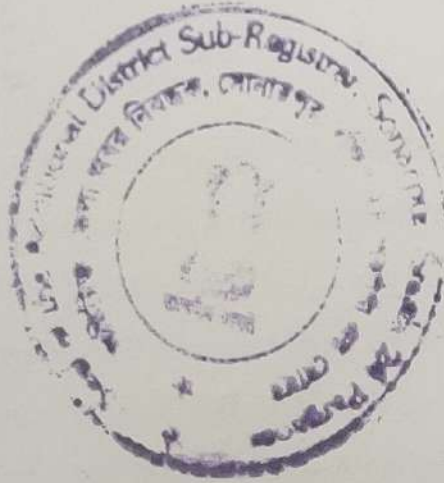
Hiralal Kayal.

**AND WHEREAS** by the way of Gift said Sri Kanai Lal Kayal, Sri Ratneshwar Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal became the absolute owner of the 3 Decimals of land and said Anil Naskar, Subal Naskar, Pratima Naskar, Lakshmi Naskar and Smt. Astami Naskar sold, conveyed and transferred 12 Decimals of land in R.S. Dag No. 44 in favour of Sri Mani Mohan Kayal on 02.06.1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 21, Pages 99 to 102, Being Deed No. 1117, for the year 1977.

**AND WHEREAS** by the way of purchase said Mani Mohan Kayal became the absolute owner of the said land and while in peaceful possession he gifted the said land in favour of his six sons namely Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal, Sri Ratneshwar Kayal, Sri Hiralal Kayal, Sri Shanty Ram Kayal, Sri Shankar Narayan Kayal on 09.01.1984 by a Registered Deed of Gift, which was registered at Sonarpur Sub Registry Office, being Deed No. 72, for the year 1984.

**AND WHEREAS** said Ranu Bala Sanfui became the absolute owner of 3 Decimals of land in R.S. Dag No. 44 and while in peaceful possession said Ranu Bala Sanfui died leaving behind his three sons namely Sri Bharat Sanfui, Sri Biswanath Sanfui, Sri Jagannath Sanfui and two daughters namely Gouri Sanfui and Mira Singha as her sole legal heirs and successors.

**AND WHEREAS** by the way of inheritance of their mother said Sri Bharat Sanfui and others sold, conveyed and transferred the said land in favour of Indo Industrial Chemicals represented by Subodh Gopal Kayal on 20.08.1980 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1,



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Volume No. 56, Pages 241 to 245, Being Deed No. 3940, for the year 1980.

**AND WHEREAS** by the way of above mentioned recital said Sri Subodh Gopal Kayal, Kanai Lal Kayal, Ratneshwar Kayal, Hiralal Kayal, Shanty Ram Kayal and Shankar Narayan Kayal became the absolute owner of the said land and while in peaceful possession said Shanty Ram Kayal died leaving behind his wife Smt. Mita Kayal and Son Sri Dibyendu Kayal as his sole legal heirs and successors. And said Subodh Gopal Kayal died leaving behind his wife Smt. Dasabhujaya Kayal, son Sri Himadri Sekhar Kayal and two daughters namely Smt. Raktimav Barai (Kayal), Smt. Madhurima Maity (Kayal) as his sole legal heirs and successors.

**AND WHEREAS** by virtue of purchase and by virtue of Hindu Law of Inheritance the said **Hiralal Kayal, Sankar Narayan Kayal**, Kanai Lal Kayal and Ratneswar Kayal, Mita Kayal, Dibyendu Kayal, Smt. Dasabhujaya Kayal, Himadri Sekhar Kayal, Smt. Raktima Barai and Smt. Madhurima Maity became absolute joint Owners **ALL THOSE** pieces and parcels of shali land measuring about **18 cottah 4 chittack 33 sq.ft.** (equivalent to 30.22 satak) more or less, comprised in **R.S. Dag No.29**, R.S. Khatian No.132 And danga land measuring about **45 satak** more or less, comprised in **R.S. Dag No.37**, R.S. Khatian No. 510 and shali land measuring about **5 cottah** (equivalent to 8 satak) more or less, comprised in **R.S. Dag No.30**, R.S. Khatian No.301 And danga land measuring about **18 satak** more or less out of 36 satak, comprised in **R.S. Dag No.44** And danga land measuring about **3 cottah 8 chittack** (equivalent to 5.78 satak) more or less, comprised in **R.S. Dag No.43, Totaling to 107 satak** more or less lying and situate at Mouza : Sonarpur, Pargana: Medanmalla, within the local limits of Rajpur Sonarpur Municipality, P.S. Sonarpur, District: South 24-Parganas **togetherwith** structure/building standing thereon, as





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morefully and particularly described in the **Part-I and Part-II of the FIRST SCHEDULE** hereunder written, hereinafter referred to as the **said property**;

**AND WHEREAS** the Owners intend to develop a portion of the **said property**, hereinafter defined as Project Property by constructing multistoried building thereon containing self contained flats/apartments but have no expertise or experience for the same except the existing building in Dag No. 37 in approx 12 Decimals.

**AND WHEREAS** the Developer carries on business as developer of landed property by constructing multistoried building thereon who has approached the Owners and offered to develop the **said property** ;

**AND WHEREAS** relying on the representation of the Developer regarding their experience and expertise in the field of construction of multistoried building the Owners have agreed to appoint them as Developer of the project property ;

**AND WHEREAS** the terms and conditions for development of the **project property** have been recorded hereunder;

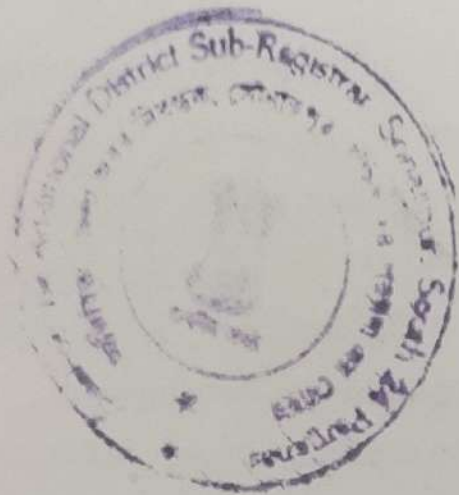
1. **DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:-

- i) **"Agreed Ratio"** shall mean the ratio of sharing between the Developer and the Owners in the matter of constructed area in the new building which shall be **60 : 40**.



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- ii) **Architect** shall mean the person appointed by the Developer for the purpose of preparation of Building Plans and sanctioning thereof and/or any other acts in connection therewith.
- iii) **Advance Consideration for Development:**  
A sum of **Rs. -80,00,000/-** (Rupees Eighty Lac) only at the day of Agreement and **Rs. 10,00,000/-** (Rupees Ten Lac) only after Plan Saction to be paid by the Developer to the Owners towards interest free refundable security deposit for entering into Development at the time of registration of this Agreement.
- iv) **"Building Plans"** shall mean the one or more Building Permits and Plans issued and sanctioned from time to time by the Rajpur Sonarpur Municipality for construction of New Buildings at the Project Property or any parts or portions thereof and shall include all modifications and/or alterations thereto made by the Owners as also all extensions and/or renewals thereof.
- vi) **"Common Portions"** shall mean such parts, portions and areas in the said **Project Property** which the Architect identifies or earmarks from time to time to be for common use by all or any one of the Transferees in common with the Parties herein as mentioned in the **SECOND SCHEDULE** hereunder written and include any modifications or alterations thereof as may be made by the Architect from time to time.



- vi) **“Common Purposes”** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Project Development and in particular the Common Portions and any other Common Facilities thereat or therefor; rendition of common services in common to the owners and occupiers thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the owners and occupiers thereof; and dealing with all matters of common interest of the owners and occupiers thereof.
- vii) **“Developer’s Allocation”** shall mean and include the share of the Developer that is **60%** of the constructed area in the new building.
- viii) **“New Building”** shall mean the building and other structures for residential, non-residential and/or mixed occupancies, to be constructed by the Developer at the Project Property.
- ix) **“Owners’ Allocation”** shall mean and include the share of the Owners that is **40%** of the constructed area in the new building.
- x) **“Parking Spaces”** shall include parking slots, plazas and other spaces at the **Project Property** for parking purpose;
- xi) **“Project Development”** shall mean and include the development of the Project Property or any part or parts thereof in such manner and to such extent as may be made by the Developer in terms of this Agreement in accordance with the

