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Adl. District Sub-Registrar
Calcutta, South 24 Parganas

31 JUL 2024

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT FOR DEVELOPMENT is made on this the 31st day of July, 2024 (Two Thousand Twenty Four)

BETWEEN



(1) **SRI SUBRATA CHOWDHURY**, (PAN : BACPC7068R), (Aadhaar No. 6507 8365 7389), son of Late Hirendra Lal Chowdhury, by faith - Hindu, by Nationality - Indian, by occupation - Service, residing at 206/3, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), (2) **SMT. SIMA DUTTA**, (PAN : AEEDPD2084B), (Aadhaar No. 3652 8703 8255), wife of Sri Pradip Kanti Dutta, by faith - Hindu, by Nationality - Indian, by occupation - Service under West Bengal Govt., residing at 193A/6, Picnic Garden, P.O. - Tiljala, P.S. - Kasba, Kolkata - 700039, District - 24 Parganas (South), West Bengal, (3) **SRI AMAR KRISHNA DEY**, (PAN : ACJPD9078L), (Aadhaar No. 8156 2203 3245), son of Late Nani Gopal Dey, by Faith - Hindu, by Nationality - Indian, by Occupation - Retired Person, residing at 116/51/2, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal and (4) **SMT. ANGANA DE**, (PAN : AXUPD8494L) (Aadhaar No. : 6086 4547 8522), wife of Sri Subhas Chandra Karmakar, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at 116/51/2, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal, hereinafter jointly called and referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**.

AND

"A.B. CONSTRUCTION", (PAN : ABVFA9273H), a Partnership Construction Firm having its Office at 253A, Bama Charan Roy Road, P.O. - Behala, P.S. : Behala, Kolkata : 700034, District - South 24 Parganas, West Bengal, represented by its two Partners (1) **SRI AMIT KUMAR JHA**, (PAN : AFNPJ5047A), (Aadhaar No. 7736 8049 3009), son of Late Rajendra Kumar Jha, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 253A, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal and (2) **SRI BIRENDRA SINGH**, (PAN : BJVPS1493N), (Aadhaar No. 9440 5979 0207), son of Late Srinath Singh, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 66/2, Sisir Bagan, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-Office and assigns) of the **OTHER PART**.

WHEREAS Keshatra Mohan Chowdhury and Piyari Mohan Chowdhury, both since deceased, both sons of Late Ram Moni Chowdhury, purchased **ALL THAT** piece and parcel of Bastu land measuring 6 Cottahs more or less in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza - Muradpur, Pargana - Magura, J.L. No. 13,

R.S. No. 192, Touzi No. 74-77-82, within the locality of Bama Charan Roy Road, under the then South Suburban Municipality now The Kolkata Municipal Corporation (S. S. Unit), under Municipal Ward No. 121, P.S. - Behala, now Kolkata - 700034, District - 24 Parganas now South 24 Parganas, West Bengal, from the then owner Sri Binoy Krishna Das, by one Deed of Conveyance, written in Bengali, executed and registered on 29th May 1964, which was duly registered in the office of the Sub Registrar of Alipore, 24 Pargans and recorded in Book No. I, Volume no. 87 at pages from 204 to 207, being No. 4584 for the year 1964.

AND WHEREAS said Keshatra Mohan Chowdhury and Piyari Mohan Chowdhury, both since deceased, have jointly got possession of the said Bastu land measuring 6 Cottahs more or less, by the strength of the said registered Deed of Conveyance, written in Bengali, being No. 4584 for the year 1964 and during peaceful enjoyment over the same by said Keshatra Mohan Chowdhury and Piyari Mohan Chowdhury, both since deceased, as the lawful joint owners thereof they have amicably partitioned their said property according to their possession and avoid future complications they have jointly executed one Deed of Partition, written in Bengali, on 5th August, 1964, which was duly registered in the office of the Sub Registrar of Alipore, 24 Pargans and recorded in Book No. I, Volume no. 124 at pages from 28 to 31, being No. 6186 for the year 1964. In the said Partition Deed said Keshatra Mohan Chowdhury, since deceased, introduced himself as First Party and his property having Bastu land measuring 2 Cottah 14 Chittaks more or less had been demarcated as LOT - A and delineated in RED colour in the Map or Plan annexed thereto together with right to use 12' feet wide Common Passage AND said Piyari Mohan Chowdhury, since deceased, introduced himself as Second Party and his property having Bastu land measuring 3 Cottah 2 Chittaks more or less had been demarcated as LOT - B and delineated in YELLOW colour in the Map or Plan annexed thereto thereto together with right to use 12' feet wide Common Passage.

AND WHEREAS as per terms of the said registered Deed of Partition dated 05.08.1964 said Piyari Mohan Chowdhury, since deceased, got possession of the said Bastu land measuring 3 Cottah 2 Chittaks more or less in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the locality of Bama Charan Roy Road, under the then South Suburban Municipality now The Kolkata Municipal Corporation (S. S. Unit), under Municipal Ward No. 121, P.S. - Behala, now Kolkata - 700034, District - 24 Parganas now South 24 Parganas, West Bengal and during peaceful enjoyment over the same by said Piyari Mohan Chowdhury, since deceased, as the lawful sole owner thereof, he gifted his said property to his son Hirendra Lal Chowdhury, since deceased, by one

Deed of Gift, written in Bengali, executed on 12th may, 1980, which was duly registered in the office of the Sub Registrar of Alipore, 24 Pargans and recorded in Book No. I, Volume no. 86 at pages from 86 to 89, being No. 2269 for the year 1980.

AND WHEREAS said Hirendra Lal Chowdhury, since deceased, became the lawful sole owner of said Bastu land measuring 3 Cottah 2 Chittaks more or less in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the locality of Bama Charan Roy Road, under the then South Suburban Municipality now The Kolkata Municipal Corporation (S. S. Unit), under Municipal Ward No. 121, P.S. - Behala, Kolkata - 700034, District - 24 Parganas now South 24 Parganas, West Bengal, by the strength of the said registered Deed of Gift, written in Bengali, being No. 2269 for the year 1980 and thereafter he constructed one storied building measuring 860 Sq.ft. more or less over the said land consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring and subsequently he mutated his name in the then Calcutta Municipal Corporation (S.S. Unit) now the Kolkata Municipal Corporation (S.S. Unit) in respect of his said property and after the said Mutation his said property had been known, numbered and distinguished as being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal and he used to pay the Taxes regularly before the said Municipal office in respect of his said property as the lawful sole owner thereof.

AND WHEREAS during peaceful enjoyment over the said Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, within the limits of the then Calcutta Municipal Corporation (S.S. Unit) now the Kolkata Municipal Corporation (S.S. Unit) under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal, by said Hirendra Lal Chowdhury, since deceased, as the lawful sole owner thereof, he died intestate on 28.11.2020 leaving behind his surviving his one son Sri Subrata Chowdhury and one married daughter Smt. Sima Dutta, wife of Sri Pradip Kanti Dutta and one son-in-law Sri Amar Krishna Dey, husband of predeceased daughter Alpana Dey and two married granddaughter Smt. Angana De, wife of Sri Subhas Chandra Karmakar & Sri Ananya De, wife of Sri Prashant Mukherjee, both are daughter of predeceased daughter Alpana De, as his legal heirs and successors to inherit his entire estate including the said Municipal Premises having

undivided share thereof, according to Hindu School of Law. The wife of said Hirendra Lal Chowdhury, named Ruby Chowdhury predeceased him on 20.05.1995 and his daughter Alpana Dey also predeceased him on 19.02.2007.

AND WHEREAS after demise of said Hirendra Lal Chowdhury, his legal heirs namely 1) Sri Subrata Chowdhury and 2) Smt. Sima Dutta, became the lawful owner of the undivided 1/3rd share each and said 1) Sri Amar Krishna Dey, 2) Smt. Angana De & 3) Smt. Ananya De, became the lawful owner of the undivided 1/9th share each of the said **ALL THAT** piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal and subsequently they mutated their names in the office of the said Kolkata Municipal Corporation (S.S. Unit) in respect of the said Municipal Premises No. 15, Bama Charan Roy Road and after the said mutation their names had been recorded as Municipal Assessee No. Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal and they also mutated their names in the office of the B.L. & L.R.O.* in respect of their said Bastu Land and after the said mutation their said land had been recorded as being L.R. Dag No. 5, under L.R. Khatian No. 6825 in the name of Sri Subrata Chowdhury, L.R. Khatian No. 6826 in the name of Smt. Sima Dutta, L.R. Khatian No. 6827 in the name of Sri Amar Krishna Dey, L.R. Khatian No. 6828 in the name of Smt. Angana De & L.R. Khatian No. 6829 in the name of Ananya De and they used to pay the taxes and rents regularly before the concern offices as the lawful joint owners thereof.

AND WHEREAS during peaceful enjoyment over the said **ALL THAT** piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata

- 700034, District - 24 Parganas (South), West Bengal, by said 1) Sri Subrata Chowdhury and 2) Smt. Sima Dutta, having lawful owner of the undivided 1/3rd share each and said 1) Sri Amar Krishna Dey, 2) Smt. Angana De & 3) Smt. Ananya De, having lawful owner of the undivided 1/9th share each, said Smt. Ananya de gifted her undivided 1/9th share of the said property i.e. **undivided Bastu land measuring 3 Chittaks 25 Sq.ft. more or less together with undivided 95.5 Sq.ft. more or less area of the said one storied Building standing thereon**, of the said Municipal Premises of the First Schedule property, to her Younger Sister Smt. Angana De, by one Deed of Gift executed on ~~31.07.2024~~ 31.07.2024, which was duly registered on 31.07.2024 in the office of the Additional District Sub Registrar of Behala, South 24 Parganas and recorded in Book No. 1, Volume No. 1607-2024, being No. **160706720** for the year 2024.

AND WHEREAS now said 1) Sri Subrata Chowdhury and 2) Smt. Sima Dutta, being the lawful owner of the undivided 1/3rd share each and said 3) Sri Amar Krishna Dey, being the lawful owner of the undivided 1/9th share & 4) Smt. Angana De being the lawful owner of the undivided 2/9th share each, are jointly possessing and enjoying the said **ALL THAT** piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal, with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C. Road, for free ingress and egress together with all rights of easements, quasi-easements, all appurtenances thereto without any interruption by anybody by any means by any way, for the sake of brevity it is to be hereinafter called and referred to as "the **SAID PROPERTY**", which is morefully described and written in the **FIRST SCHEDULE** hereunder.

AND WHEREAS said 1) Sri Subrata Chowdhury, 2) Smt. Sima Dutta, 3) Sri Amar Krishna Dey, & 4) Smt. Angana De, the Owners herein, being the lawful joint owners of the said Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034,

District - 24 Parganas (South), West Bengal, they jointly desire to exploit their said property commercially by way of development after demolishing the existing structure standing thereon and as such they were in search one Developer for the same due to their lack of fund and knowledge for construction.

AND WHEREAS knowing the said intention of the Owners herein, "**A.B. CONSTRUCTION**", the Developer herein, approached to the Owners herein through its Partners namely 1) **Sri Amit Kumar Jha** & 2) **Sri Birendra Singh**, to develop their said Property after offering their terms and conditions mentioned hereto being satisfied regarding the free and marketable title of the said property belongs to the Owners herein as per their allocation and relying upon all the documents, deeds, affidavits etc. supplied by the Owners herein as per requisition of the Developer herein in respect of the said property.

AND WHEREAS being satisfied with the reputation and credentialed of the Developer herein by the Owners herein, they jointly decided and nominated the Developer herein to develop their said property by raising Multistoried Building thereon after demolishing the old structure standing thereon in the said land at the said Municipal Premises No. 15; Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal, consisting of different types of Flats, Car Parking Spaces and Spaces etc. with common amenities and facilities would to be available thereto as per plan to be sanctioned by the office of The Kolkata Municipal Corporation in respect of the said land at the said Municipal Premises on the terms and conditions hereunder written.

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

ARTICLE - I : (DEFINITION) :

In these presents unless there is something inconsistent with or repugnant to the subject or context the following words and/or expression shall mean as follows :-

- 1.1 **OWNERS** : shall mean (1) **SRI SUBRATA CHOWDHURY**, (PAN : BACPC7068R), (Aadhaar No. 6507 8365 7389), son of Late Hirendra Lal Chowdhury, by faith - Hindu, by Nationality - Indian, by occupation - Service, residing at 206/3, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), (2) **SMT. SIMA DUTTA**, (PAN : AEEP2084B), (Aadhaar No. 3652 8703 8255), wife of Sri Pradip Kanti Dutta, by faith - Hindu, by Nationality - Indian, by occupation - Service under West Bengal Govt., residing at 193A/6,

Picnic Garden, P.O. - Tiljala, P.S. - Kasba, Kolkata - 700039, District - 24 Parganas (South), West Bengal, (3) **SRI AMAR KRISHNA DEY**, (PAN : ACJPD9078L), (Aadhaar No. 8156 2203 3245), son of Late Nani Gopal Dey, by Faith - Hindu, by Nationality - Indian, by Occupation - Retired Person, residing at 116/51/2, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal and (4) **SMT. ANGANA DE**, (PAN : AXUPD8494L) (Aadhaar No. : 6086 4547 8522), wife of Sri Subhas Chandra Karmakar, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at 116/51/2, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal and their heirs, successors, legal representatives and assigns.

- 1.2 **DEVELOPER** : shall mean "**A.B. CONSTRUCTION**", (PAN : ABVFA9273H), a Partnership Construction Firm having its Office at 253A, Bama Charan Roy Road, P.O. - Behala, P.S. : Behala, Kolkata : 700034, District - South 24 Parganas, West Bengal, represented by its two Partners (1) **SRI AMIT KUMAR JHA**, (PAN : AFNPJ5047A), (Aadhaar No. 7736 8049 3009), son of Late Rajendra Kumar Jha, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 253A, Bama Charan Roy Road, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal and (2) **SRI BIRENDRA SINGH**, (PAN : BJVPS1493N), (Aadhaar No. 9440 5979 0207), son of Late Srinath Singh, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 66/2, Sisir Bagan, P.O. - Behala, P.S. - Behala, Kolkata - 700034, District - South 24 Parganas, West Bengal, for the time being its successors-in-interest and/or assigns.

- 1.3 **LAND/PREMISES/PROPERTY** : shall mean the said **ALL THAT** piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal, with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C. Road, for free ingress

and egress together with all rights of easements, quasi-easements, all appurtenances thereto without any interruption by anybody by any means by any way, which is morefully described and written in the **FIRST SCHEDULE** hereunder.

- 1.4 **OLD BUILDING** : shall mean the said old structure standing over the said land and/or any other structure standing at the said property.
- 1.5 **NEW BUILDING** : shall mean the proposed Multistoried Building consisting of several flats/spaces and space/s and other structures which the parties hereto propose to erect in or upon the said property subject to the sanction building plan from the Building Department of The Kolkata Municipal Corporation.
- 1.6 **THE ARCHITECT** : shall mean any qualified person or persons or firm or firms having the proper and requisite license as building Architect from The Kolkata Municipal Corporation (S. S. Unit) appointed or nominated by the Developer with the written approval of the Owners as Architect of the building to be constructed in the said premises as per Sanction plan.
- 1.7 **SANCTIONED PLAN**: shall mean the plan for the construction of the new proposed Multistoried Building, which is to be sanctioned in favour of the Developer herein by The Kolkata Municipal Corporation of the maximum permissible floor area ratio available under the Building Rules and Laws and shall include any amendments thereto and/or modification thereof as may be made from time to time.
- 1.8 **PROPORTIONATE SHARE** : Shall mean such ratio the covered area of any Unit or Units be in relation to the covered area of all the Flats, Car Parking Spaces and Spaces in the new Building.
- 1.9 **COMMON MAINTENANCE AND EXPENSES** : shall mean and include the expenses for common purpose, which is morefully described and written in the **FIFTH SCHEDULE** hereunder.
- 1.10 **SERVICE COMPANY** : shall mean Flat Owner's Association, syndicate society and/or body that may be formed or nominated by the Owners and/or Developer or their nominated Flat owner for the maintenance of the common parts of the proposed building.
- 1.11 **COMMON FACILITIES/AREAS/PORTIONS** : shall include the common areas and facilities in the building for the use of the Owners and the Developer and all occupiers of Flats, Car Parking Spaces and Spaces of the proposed Multistoried

building, which is morefully described and written in the **FOURTH SCHEDULE** hereunder.

1.12 **CONSTRUCTED AREA** : shall mean the total Built up area which will be sanctioned by the Building Department of The Kolkata Municipal Corporation.

1.13 **SALEABLE SPACE** : shall mean the space in the building as per sanctioned plan available after construction for independent and meaningful use and occupation after making the due provisions for common facilities and amenities and the space required thereof including undivided proportionate share or in respect of the land at the said premises.

1.14 **OWNER'S ALLOCATION** : shall mean the owners are jointly entitled to get for their allocated portion which is particularly mentioned hereunder written :-

That it is agreed by and between the both parties in this agreement that the Developer herein will construct Multistoried Building consisting of different types of Flats, Car Parking Spaces and Spaces etc. in the First Schedule property at its own cost and responsibility within 24 months from the date of Sanction of the Building Plan and the Owners herein shall get the following in lieu of Owner's allocation.

- i) One Flat having covered area of 636 Sq.ft. more or less in the Western side of the Ground Floor of the said proposed Multistoried Building.
 - ii) One Flat having covered area of 636 Sq.ft. more or less in the Western side of the First Floor of the said proposed Multistoried Building.
 - iii) One Flat having covered area of 636 Sq.ft. more or less in the Western side of the Second Floor of the said proposed Multistoried Building.
- In lieu of their ownership from the Developer herein.

The Owner's allocation is morefully described and written in the PART - I of the **SECOND SCHEDULE** hereunder.

1.15 **DEVELOPER'S ALLOCATION** : shall mean "**A.B. CONSTRUCTION**", will get all Flats, Car Parking Spaces and Spaces out of the said proposed Multistoried Building save and except the fulfillment of the Owner's consideration in lieu of the Owner's allocation as mentioned in paragraph no. 1.14 as mentioned above as per plan to be sanctioned by the Kolkata Municipal Corporation.

The Developer herein is entitled to demolish the existing structures of the First Schedule below property by its own fund and also entitled to sell out respective

scraps materials of the said old building by their discretion as they things fit and proper and in this regard the Owners may not raise any objection whatsoever.

After providing the aforesaid and hereinafter Owner's allocation in favour of the said owners hereof, the said Developer henceforth shall be allotted rest of the total allocable part or portion of the said proposed Multistoried building and thus he shall have absolute rights, interest to sell, transfer, convey, dispose of and/or hand over all that piece and parcel of the areas as specified of the said proposed Multistoried building on the said plot/land of the said Premises as per specification prescribed in the said sanctioned building plan including proportionate share of land and other common facilities and amenities in the building by the Owners herein and she shall have no objection and or demand over any of the part or portion of the newly constructed building on the ground of their specified allocation part after completion of the execution of this Agreement, on fulfillment of the terms and condition and settlement of such consideration as stated above and thus the Developer herein shall have no further reciprocal liabilities against each other.

The Developer's allocation is morefully described and written in the PART - II of the SECOND SCHEDULE hereunder.

- 1.16 **TIME** : Shall mean the completion of the construction work of the said proposed Multistoried Building within **24** months from the date of Sanction of the Building Plan and the time shall be deemed to the essence of this contract.
- 1.17 **ROOF** : shall mean and include the open space of the roof and/or top of the new building, excluding the Covered area to be used for all the flat owners as well as space required for installation of the overhead tank, Dish Antenna, stair-case cover and other facilities.
- 1.18 **TRANSFEROR** :- Shall mean the Owners and the Developer, who intends to sell the Flats allotted to them respectively, to the intending Purchaser/s together with undivided proportionate share of the land and right to use the common spaces in the said premises.
- 1.19 **TRANSFeree**: shall mean the person or persons to whom any space in the building has been agreed to be transferred.
- 1.20 **TRANSFER**: Which is grammatical variation by means of Conveyances and shall include the delivery of possession of the salable units in the said proposed

Building to the intending Purchaser/s together with undivided proportionate share of the land and right to use the common spaces in the said premises.

- 1.21 **ENCUMBRANCES**: shall mean charges, liens, lispence, claims, liabilities trusts, demands, acquisitions and requisitions of Government and public authorities.
- 1.22 **FORCE MAJURE**: shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike lock out etc.
- 1.23 **SUPER BUILT UP AREA** : shall mean and include total constructed flat area along with proportionate common passage, stair cases and landings etc.
- 1.24 **SINGULAR NUMBER**: shall include the plural and vice-versa.
- 1.25 **MASCULINE** : shall include the feminine and vice/versa.

ARTICLE - II (TITLE & INDEMNITY) :

- i) The Owners do hereby declare that they are the lawful joint owners in respect of the said property, morefully described and written in the First Schedule hereunder and the same is free from all encumbrances and the Owners herein have good and marketable title in respect thereof and there is no impediment to the development of the said property and/or the construction of the building by the Developer herein in the manner as herein agreed upon.
- ii) The Owners herein agreed that after the execution of this agreement the Owners shall not in any manner encumber, mortgage sell, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.
- iii) The Owners hereby also undertake that the Developer shall be entitled to construct and complete the proposed new building on "The said Property" as per the plan to be sanctioned by the Kolkata Municipal Corporation and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners herein.
- iv) The Developer also do hereby undertake to construct the proposed new building in accordance with the sanctioned Building Plan and undertake to pay the fees along with all damages, penalties and/or compounding fees, if any, payable to the authority or authorities concerned or relating to any deviation.

ARTICLE - III (EXPLOITATION RIGHTS) :

The Developer herein shall be entitled to get the additional/revised building plan from time to time as may be required from The Kolkata Municipal Corporation or the Government or any other authority or to comply with such sanction, permission, clearance and approval of the Owners herein. All costs, expenses and payments required for the preparation and/or modifications in the plan and all other incidental expenses for the above noted purpose stated herein above shall be paid and borne by the Developer herein.

ARTICLE - IV (BUILDING) :

- i) The Developer herein will construct the new proposed Multistoried residential building in or upon the said property by its fund and the Developer herein is agreed to complete the said proposed building in accordance with the plan to be sanctioned by The Kolkata Municipal Corporation without any hindrance or disturbances by or on behalf of the Owners or any person claiming under them. The Developer herein will ensure that the building shall conform to Class - I standard building materials and is made with the best available materials and according to the specification contained herein and provided with facilities as specified in the **THIRD SCHEDULE** hereunder written.
- ii) The Developer will file at their cost to apply for and obtain temporary and/or permanent connection of water, sewerage, electricity and/or power to the building and other public utilities and the Developer will be entitled to get all refunds or payments and/or deposits made by the Developer to any authority, firm or persons and all papers as may be required for the same shall be signed by the said Owners herein.
- iii) The Developer will abide by all the laws, bye laws, rules and regulations of the Government, Municipality, local bodies and other concerned authorities as the case maybe and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the laws, facilities to the said property during the period of construction and before handing over possession of the Owner's allocation to the Owners herein. The Owners herein or their respective legal heirs or assigns shall sign, execute and deliver all lawful necessary papers and applications signifying their consent and approval to enable the Developer to obtain such utility services and facilities for raising the construction.
- iv) The Developer hereby undertake to construct the new proposed building by its fund according to the plan which is to be sanctioned by The Kolkata Municipal

Corporation and liable to finish all construction work of the building within **24 months** from the date of Sanction of the Building Plan for construction of proposed Multistoried Building over the said Municipal Premises and to complete the construction of the building diligently and expeditiously according to the specification contained herein unless prevented by force majeure circumstances beyond their control, in such eventualities in either case the time shall be reasonably extended by the Owners herein.

- v) Simultaneously with the execution of these presents, the Owners herein execute Development Power of Attorney in favour of (1) **SRI AMIT KUMAR JHA**, and (2) **SRI BIRENDRA SINGH**, the Partners of "**A.B. CONSTRUCTION**", the Developer Company herein, to represent on behalf of the Owners before The Kolkata Municipal Corporation, Kolkata improvement Trust, Kolkata Metropolitan Development Authority, Kolkata Police, Fire Brigade or any other authority or authorities and to sign any application, scheme, Map, Drawing or any other writing on our behalf and to appear before the registration authority or authorities and to execute and register all agreement, conveyances in favour of respective buyer/s for the developer's allocation and to do all acts authorised by the said Power of Attorney which shall remain operative till the completion of the transfer of all the constructed portion of the building is completed.
- vi) That the name of the Building to be constructed at the said Premises shall not be changed by the Owners and/or intending Purchaser in any manner in any circumstances.

ARTICLE - V (CONSIDERATION & SPACE ALLOCATION) :

- i) Upon completion of the construction of the new building with the proportionate share or interest in the land, common space the roof and other facilities, in all respect the Developer's portion shall belong to the Developer exclusively which specifically mentioned in the Developer's Allocation of the **PART - II** of the **SECOND SCHEDULE** hereunder written and the Developer will be entitled to deal with and dispose of the residential Flats and other spaces to be allotted in the Developer's portion together with the proportionate share or interest in the land and common areas and facilities only after payment of all the dues to the Owners herein as well as to deliver the possession of the Owner's Allocation to the Owners herein, as specifically mentioned in the Owner's allocation of the **PART - I** of the **SECOND SCHEDULE** hereunder written.
- ii) The Owners shall be liable to transfer or dispose of the Owner's right, title and interest over the said Premises as well as in the building whatsoever and the

Developer or any person or persons lawfully claiming on their behalf shall not in any way interfere with and disturb the quiet and peaceful possession of the Owners herein.

- iii) The Developer herein will also be similarly exclusively entitled to the Developer's portion in the building without in any way disturbing the common areas and facilities situated thereon with the exclusive right to deal with and enter into agreement to sell the same and transfer the same without in any way affecting the right, claim, demand interest whatsoever or howsoever of the Owners or any other person or persons claiming the claiming through and/or without any right to disturb the quiet and peaceful possession of the occupiers of the Owner's portion or their nominee or nominees or any portion or persons lawfully claiming on their behalf but only after handing over the Owner's allocation to the Owners herein. The Developer shall not be entitled to put intending purchasers of the Developer allocations in possession without fulfillment of the Owner's Consideration.

Provided always that after the commencement of construction of the building the Developer will be entitled to at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of the Developers' portion on their responsibility and risk and to receive earnest money and payment for the same of the area of the Developers' portion for which the Owners shall be in no way be responsible and liable.

ARTICLE - VI (COMMON FACILITIES AND OBLIGATIONS OF THE OWNERS AND THE DEVELOPER) :

- 1) The Developer have duly examined/inspected all documents relating to the ownership of the said Premises and being satisfied have accepted the title of the Owners to the Premises to be good and marketable and shall not raise any dispute and/or objection with regard thereto hereafter.
- 2) The Developer herein will be liable to provide the alternative accommodation to the Owner No. 1 herein for his residential purpose from the taking peaceful vacant possession of the said premises upto the period of delivery of the Owner's allocation to the Owners herein.
- 3) All taxes and outgoing with regard to the said Premises from the date of handing over the possession till such time the new Building is completed and handing over possession of the Owner's Allocation shall be borne by the Developer herein.

After receiving the Owner's allocation the owners herein shall be liable for tax and rates in respect of their allocation only.

- 4) During the continuance and until the expire the **24 months** such time the building is completed the Owners will not prevent the Developer in any way or interfere with the quiet and peaceful possession and enjoyment of the said Municipal Premises and shall not cause any obstruction or interference in the construction and completion of the buildings in accordance with the plan, except in case of the Developer are not carrying out their obligations in terms of this agreement.

If any further reasonable time is required for completion of the construction work of the said proposed Multistoried building then the same shall be extended by a further period of six months by the owners herein.

- 5) The Owners herein will from time to time at the request and cost of the Developer make prepare sign verify affirm and execute all necessary maps, plans, forms application, petitions, affidavits and other papers, documents and writings in order to enable the Developer to get the additional plan or modification of plan if required, by the Kolkata Municipal Corporation and/or other appropriate bodies or authorities.
- 6) The Developer herein and/or their nominee or nominees shall be duly authorized and empowered by the Owners herein by or under a duly executed Power of Attorney in favour of the proprietor of "**A.B. CONSTRUCTION**", the Developer herein, to use sanction Plan/Plans by The Kolkata Municipal Corporation and/or other concerned Bodies and/or Authorities and for such purpose to do all acts, matters, Deeds and things necessary for fully and effectively representing the Owner's before all relevant Authorities.
- 7) It is hereby expressly made clear that if the Developer comply with all terms conditions and stipulations of these presents and carry on construction of the Building diligently in terms of this agreement the Owners and/or any person or persons claiming under them shall not for any reason or in any manner whatsoever interfere with or hinder, prohibit, injunct or stop the Developer and/or their men, agents, servants or representatives for, carrying out the development of the said property in terms of this agreement including the construction. It is further hereby made clear that the decision of the Developer & Owners concerning all matters in respect of the development of the said property in terms of this agreement shall be final and binding on all the parties and shall not be questioned by any one on any ground whatsoever excepting on grounds,

mentioned herein and the Developer herein are bound to complete the all construction job of the proposed building according to the sanctioned building plan of The Kolkata Municipal Corporation.

- 8) The Owners hereby authorise the Developer to do all works necessary for or required for the construction on the building on the said property in terms of this agreement including apply for and obtaining electric, water and drainage connection and other utilities and to sign on behalf of the Owners herein and represent them before the relevant authorities. The Owners herein undertake to sign, verify, execute, affirm and if necessary register all such papers, documents, deeds, affidavits, applications plans, letters in writings including Power of Attorney, if so required, in favour of the Developer or its representatives and to do at the request to be done in connection with the construction and development of the building on the said property. The Owners herein further undertake to fully assist and co-operate with the Developer at the request of the Developer in development of the said property and not to delay or hinder the same in any manner whatsoever provided the construction is made diligently by the Developer and in terms of this agreement and the original Title deed should be in possession of the Developers until completion of the new proposed building and after formation of the Owner's Association the Developer herein should handover all original Deeds, Documents, Plan, ect. Relating to the said property to the Owner's Association.
- 9) Out of the total constructed area of the new building/buildings to be constructed by the Developer, the Developer shall make over to the Owner's allocation as stated herein above and Owners hereby irrevocably and exclusively appoint and authorise the Developer to secure purchaser/ purchasers and/or lessee/lessees at such rates and on such terms and conditions as maybe mutually agreed by and between such purchaser/purchasers and/or lessee/lessees and the Developer and to receive the earnest money. But it is clearly stated herein that the Developer shall not be entitled to put any intending purchaser or lessee in any portion in the Developer allocation in possession of the said portion without the Owners being handed over the Owner's Allocation in terms of this agreement otherwise the said person or persons shall be regarded as trespassers nor the Developer will entitled to execute the final sale deed or any deed of lease or any other deed but the Developer is entitled to execute any agreement for sell in respect of the Developer's Allocations in favour of such person or persons before the Owners being put in possession of the Owner's Consideration in a habitable state. The Owners hereby also authorise the Developer to appropriate to itself the entire earnest moneys received from such purchaser/purchasers and/or

lessee/lessees as and by way of its remuneration and or compensation for development of the said property by construction of a new building. It is clarified that the Developer alone shall be exclusively entitled to receive and or collect the earnest money payable by the intending Purchaser/purchasers and/or the intending lessee/lessees of the portions in developer's allocation only and the Owners shall not be entitled to claim any amount from the Developer out of the said money. The Owners will in this respect duly execute and make over to the Developer or its nominee/nominees a Power of Attorney for such purposes in favour of the Developer herein.

- 10) The Developer herein shall be at liberty to negotiate with the intending purchasers/purchasers and/or lessee/lessees for sale/lease of the constructed space/spaces in the building out of Developer's allocation together with proportionate share of the land comprised in the said property and to sell, transfer, convey assure and/or lease the same to such intending and/or actual purchaser/purchasers and/or lessee/lessees in respect of portions in the newly constructed building that appertain to Developer's allocation.
- 11) This agreement shall subsist and remain irrevocable till the work of construction of proposed new building at the said property is completed within the time framed herein and diligently and in terms of the sanctioned plan and is completed subject to the condition as mentioned clause IV under the captioned building and the Owner's Consideration is first paid to the Owners by the Developer as aforesaid and thereafter the constructed space is sold/leased to the purchaser/purchasers and/or lessee/lessees later by documents in connection therewith are fully executed and/or registered.
- 12) The Owners or the Developer or any of their transferees shall not use or permit use of their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use or allow the use thereof for any purpose which may create a nuisance or hazard to the other occupiers of the building.
- 13) The Owners or Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural allocation therein without the previous consent of the management society / association that the occupiers of the proposed building may form in future.
- 14) The Developer with the concurrence of the Owners shall be entitled to frame a scheme for the management and administer the said building and/or common

areas and facilities thereof. The parties hereto agree to abide by all such rules and regulations of such management/society/association and hereby give their consent to abide by the same.

- 15) Nothing in this agreement shall be constructed as a demise or assignment or consequences in law by the Owners of the said property or any trust thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive right to the Developer to commercially exploit the Developer's allocation thereof.
- 16) It is also made clear that if the Developer is found negligent or violates the terms and condition of this agreement to be performed and observed by the Developer then it will be within the right of the Owners to cancel this agreement and appoint another Developer after the settlement of the disputes accrued thereto.
- 17) That during continuation of the construction work if the Owners herein died then their respective legal heirs are liable to execute the Supplementary Agreement in continuation of this agreement and the legal heirs of the owners herein also liable to execute the General Power of Attorney in favour of the Proprietor of the Developer herein without demand and/or claim.
- 18) This Agreement if found any discrepancies then said discrepancies may be settled solely between the owners and developer but in no case this agreement cannot be irrevocable.

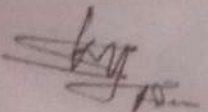
ARTICLE - VII (DOCUMENTATION AND PROFESSIONAL CHARGES) :

That the Developer shall prepare, execute and register the Deed of Conveyance through the Advocate of the Developer and the draft deed of conveyance shall be prepared by the Developer through their appointed Advocate. The registration fees with stamp duties assessed for the purchaser/s allocation and the legal charges of the Advocate for entire registration work shall be borne by the intending purchaser/s.

ARTICLE - VIII (MISCELLANEOUS) :

1. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.

2. Immediately upon the Developer obtaining possession of the said properties the Developer shall be entitled to start the work of construction of the said Premises through its contractors.
3. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need and seek authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relative to which specify provisions may not have been mentioned herein, the Owners hereby undertakes to do all such acts deeds and things and the Owners shall execute any such documents and/or authorization as may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds and things do not in any way infringe on the right of the Owners and/or go against the spirit of these presents.
4. The Owners shall not be liable for any Income Tax, Wealth Tax, Sale Tax (GST) or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner's indemnified against all actions suits proceedings costs, charges and expenses in respect thereof.
5. Any notice required to be given by the Developer shall without prejudice to any mode of service available be deemed to have been served on Owners if delivered by hand and duly acknowledged and or sent by registered post by pre-paid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the last known address of the Developer by the Owners.
6. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Owners PROVIDED HOWEVER that the Developer shall be entitled to borrow money from any Bank or Banks without or creating any financial liability on the Owners or effecting estate and interest in the said Premises and it is being expressly agreed and understood that in no event either the Owners and/or their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks or financier or institute and for that purpose the Developer shall keep the Owners indemnified against all the actions, suits proceedings and costs, charges and expenses in respect thereof and any representation by the Developer



as the Owners of the said Premises to the outsider shall render this agreement null and void.

7. As and from the date of completion of the construction of the Building the Developer and/or their transferees and the Owners and/or their transferees shall each and/or either party be liable to pay and bear proportionate charges on wealth tax and other taxes payable in respect of spaces.
8. It is specifically made clear that apart from the payment agreed to be made by the Developer to the Owners as herein before recited, the Developer shall hand over to the Owners, their allocated portion immediately on the completion of the same.
9. The building proposed to be constructed by the developer shall be made fully in accordance with the specifications mentioned in the THIRD SCHEDULE hereunder written.
10. In the event of the Developer fails and/or neglects to start construction of the proposed building within the period of six months from the date of sanction of the building plan/plans it shall be lawful on the part of the to issue a notice asking the Developer to start the work of construction of the building as per plan/plans sanctioned by The Kolkata Municipal Corporation within six months there from, in default this agreement shall stand cancelled.

ARTICLE - IX (FORCE MAJEURE)

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the "Force-Majeure" and shall be suspended from the obligation during the duration of the "Force-Majeure".
2. "Force-Majeure" shall Mean flood, earthquake, riot, war storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.
3. If because of any willful act on the part of the Developer the construction and complete of the building is delayed and/or suspended then in that event the Developer shall be liable to pay such loss or damages to the Owners shall be determined by the parties mutually.

ARTICLE - X (ARBITRATION) :

That in any stage if any differences and/or dispute will arise in between the owners and the Developer in respect of construction or clauses as mentioned herein then, the said dispute should be referred to an arbitrator and the said dispute should be solved accordingly the award passed by the arbitrator as per Arbitration and Conciliation Act, 1996.

ARTICLE - XI (JURISDICTION) :

The Court of Calcutta having jurisdiction shall entertain, try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERED TO
(DESCRIPTION OF THE SAID LAND/PREMISES/PROPERTY)

ALL THAT piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza - Muradpur, Pargana - Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. - Behala, Kolkata - 700034, District - 24 Parganas (South), West Bengal, with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C. Road, for free ingress and egress together with all rights of easements, quasi-easements, all appurtenances thereto without any interruption by anybody by any means by any way. which is butted and bounded as follows : -

- On the North :: Property of Binoy Krishna Das,
- On the East :: Property of Keshtra Mohan Chowdhury,
- On the West :: Property of Birla & Co.,
- On the South :: 12'-0" Feet wide K.M.C. Road,

SECOND SCHEDULE ABOVE REFERRED TO

PART :: I

(DESCRIPTION OF THE OWNER'S ALLOCATION)

shall mean the owners are jointly entitled to get for their allocated portion which is particularly mentioned hereunder written :-

That it is agreed by and between the both parties in this agreement that the Developer herein will construct Multistoried Building consisting of different types of Flats, Car Parking Spaces and Spaces etc. in the First Schedule property at its own cost and responsibility within 24 months from the date of Sanction of the Building Plan and the Owners herein shall get the following -

- i) One Flat having covered area of 636 Sq.ft. more or less in the Western side of the Ground Floor of the said proposed Multistoried Building.
 - ii) One Flat having covered area of 636 Sq.ft. more or less in the Western side of the First Floor of the said proposed Multistoried Building.
 - iii) One Flat having covered area of 636 Sq.ft. more or less in the Western side of the Second Floor of the said proposed Multistoried Building.
- In lieu of their ownership from the Developer herein.

PART :: II

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

shall mean "**A.B. CONSTRUCTION**", will get all Flats, Car Parking Spaces and Spaces out of the said proposed Multistoried Building save and except the fulfillment of the Owner's consideration in lieu of the Owner's allocation as mentioned in paragraph no. 1.14 as mentioned above as per plan to be sanctioned by the Kolkata Municipal Corporation.

The Developer herein is entitled to demolish the existing structures of the First Schedule below property by its own fund and also entitled to sell out respective scraps materials of the said old building by their discretion as they things fit and proper and in this regard the Owners may not raise any objection whatsoever.

After providing the aforesaid and hereinafter Owner's allocation in favour of the said owners hereof, the said Developer henceforth shall be allotted rest of the total allocable part or portion of the said proposed Multistoried Building and thus he shall have absolute rights, interest to sell, transfer, convey, dispose of and/or hand over all that piece and parcel of the areas as specified of the said proposed Multistoried building on the said plot/land of the said Premises as per specification prescribed in the said sanctioned building plan including proportionate share of land and other common facilities and amenities in the building by the Owners herein and they have no objection and or demand over any of the part or portion of the newly constructed building on the ground of their specified allocation part after completion of the execution of this Agreement, on fulfillment of the terms and condition and settlement of such

consideration as stated above and thus the Developer herein shall have no further reciprocal liabilities against each other.

THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE CONSTRUCTION & SPECIFICATION)

❖ **GENERAL :-**

The Building shall be of R.C.C. framed structure as per drawing and specification.

❖ **BRICK WALL :-**

All exterior brick wall shall be 8" thick with brick in sand cement mortar. All partition wall shall be 0'-5" and 0'-3" thick with brick in sand cement mortar.

❖ **INSIDE & OUTSIDE PLASTER :-**

½" thick plaster with sand cement mortar.

❖ **FLOORING :-**

All floor shall be finished by Marble/Tiles and skirting up to 4" height, kitchen & toilet will be finished by marble flooring as per Developer's choice.

❖ **STAIRCASE :-**

Flooring - Cast in marble floor and skirting of 4" high.

Handrail : Handrails are made of fiber path.

Stair room will be provided with M.S. windows for light and ventilation as per design.

❖ **TOILET DADO :-**

The dado of toilet shall be glazed tiles up to 6' height (as per Developer's choice).

❖ **RAGE FLOORING :-**

1½" thick A.P.S. Flooring.

❖ **KITCHEN :-**

Cooking table top will be Black stone, dado will be of colour glazed tiles above table top up to 3' height (one side) and one still sink.

❖ **INTERNAL WATER LINE :-**

Concealed water line will be provided.

❖ **WINDOWS :-**

Operable glass fitted Aluminum Channel window will be provided (each Flats).

❖ **DOORS :-**

MAIN DOOR - Flush door with wooden frame with lock and eye hole.

TOILET DOOR - PVC frame and door.

OTHER DOOR - Flush door with lock.

❖ **PAINTING WORK :-**

➤ **INTERNAL WALL FINISHING** - All inside wall will be finished with plaster of paris including kitchen and toilet and stair and garage will be finished with snowcem.

➤ **OUTSIDE WALL FINISHING** - Snowcem cement base paint.

❖ **IN TOILET AND OTHER SANITARY FITTINGS WILL BE PROVIDED WITH THE FOLLOWING FITTINGS :-**

- One Western and one Indian type commode in each of the two toilets.
- One Basin. In dining room as per Developer's choice.
- One shower and two taps will be provided in each toilets.

❖ **KITCHEN :-**

One Stainless still sink and Two nos. tap.

❖ **SANITARY & PLUMBING :-**

4" PVC soil pipe and 4" PVC pipe for R.W.P.

❖ **SCHEDULE OF ELECTRICAL WIRING & POINT :-**

In each Flat will be provide fully concealed wiring with the following electrical points :-

- **IN EACH BED ROOM** - 2 nos. light points, 1 no. fan point and 1 no. plug (5amp.) on switch board, 1 AC point will be provided in one bed room.
- **DRAWING/DINING ROOM** - 1 no. fan point, 2 nos. light points, 1 no. plug point, 1 no. freeze point and 1 no. T.V. point.
- **KITCHEN** - 1 light point, 1 no. exhaust fan point and 1 no. mixture point.
- **TOILET** - 1 no. light point, 1 no. exhaust fan point and 1 no. geyser point.
- **TOILET ATTACHED** - 1 no. light point and 1 no. exhaust fan point.
- **VERANDAH** - 1 no. light point and 1 no. plug point.
- **DOOR ENTRANCE** - 1 no. calling bell point.

❖ **RESERVOIR OF WATER :-**

Kolkata Municipal Corporation water supply will be provided in each Flat through Electric Pump to Overhead reservoir of the building.

❖ **COMPOUND :-**

Grill gate as per design will be provided in suitable place.

❖ **EXTRA WORK :-**

If any Specification will be changed as per fascination of the Party then it will be treated as extra work and the said Party will bear all the costs and expenses of the same after adjusting the cost of the common Specification provided by the Developer as per Developers Demand and the cost of the said extra work would to be paid by the parties to the Developer before the registration of his /her/their allocation.

FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON FACILITIES/AREAS/PORTION AND AMENITIES PROVIDED)

The Flat owners shall enjoy and access to the following common benefit, facilities in the premises and duties and obligations as Apartment owner.

1. Entrance and exit.
2. Boundary walls, open spaces by and between the said Building and the boundary walls, open spaces surrounding the Building of the said premises, main gate, other gates, if any, of the said premises.

3. Drainage, rain water pipes, and sewerage lines/systems and other installations for the same (except those areas of any Flat and/or exclusively for its use).
4. Electrical wiring including meter and main switches and other fittings and fixtures (excluding those as are installed within the exclusively area of any Flat and/or exclusively for its use).
5. Stairs, Staircases, lobbies, staircase landing from the Ground Floor upto the roof of the said Building.
6. Entrance, entrance passage, lobbies, common space surrounding the Building walls including outer portion, foundation, columns, beams, supporters etc. underground reservoir, overhead water tank, septic tank, electric room, pump room and the office room to be used by the Association and/or Society.
7. Water supply system, including tap water, drainage and sewerage system.
8. The common roof right of the said building.

FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON MAINTENANCE AND EXPENSES)

The Flat owners shall bear the following common expenses for the premises and duties and obligations as Apartment owner.

1. The expenses of maintaining, repairing, redecorating etc. of the said structure and in particular the roof, gutter and rainwater pipes of the Building, water pipes and electric wires in under or upon the Building and enjoyed or used by the Purchaser in common with the other occupiers of the other Flats and main entrance, passages and landings, staircases of the Building as enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the Building, compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landings staircase and other parts of the Building as enjoyed or used by the Purchaser in common as aforesaid.
3. The cost of decorating the exterior of the Building.
4. The costs of the salaries of clerks, chowkidars, sweepers etc. engaged for the security and other common services of the premises.
5. The costs of working and maintenance of light and service charges for the relating to the common areas and the common utilities.
6. Municipal taxes, levies etc. if levied on the premises for common services and/or under common heads.
7. Insurance of the Building, if done.
8. Legal expenses for common purposes.
9. Such other expenses as may from time to time be deemed necessary or incidental for the maintenance and upkeep of the Building.

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

SIGNED, SEALED AND DELIVERED by the Parties at Kolkata

In the presence of:

WITNESSES:

1. Kanchan Maity
34/1, M.B. Road
Behala
Kolkata - 700060

Subrata Chowdhury.

2. Ayanjit Ghosh.
s/o Prafulla Kumar Ghosh.
57/F/1 Biram Roy Road
Kolkata - 700008

Sima Dutta

Anak Krishna Roy

Angana De

Signature of the **OWNERS**

A. B. Construction

Partner

Partner

Signature of the **DEVELOPER**

Drafted & Prepared by me as per
Instruction & document supplied by
the parties hereto.

Mr. Sushanta Kumar Maity

Advocate,

(Enrol no. - WB/2082/2002)

Alipore Judges Court,

Kolkata - 700 027.

Computer Print at :

34/1, Mahendra Banerjee
Road, Kolkata - 700 060,

By : Kanchan Maity
Kanchan Maity

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2024, Page from 182310 to 182352
being No 160706725 for the year 2024.



Sourav

Digitally signed by SOURAV CHAKRABORTY
Date: 2024.07.31 17:33:33 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakraborty) 31/07/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

31/07/2024, Query No:-16072002031422 / 2024 Deed No :I-06725/2024.
Document is digitally signed.

Page 47 of 47

