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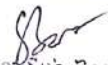


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 District Sub-Register-II
 Alipore, South 24-Parganas.

08 FEB 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on the 8th day of February,
 2023 (Two thousand and Twenty Three) **B E T W E E N**

: 2 :

1. **SRI SAMIR BANERJEE** son of Late Anil Chandra Banerjee, having his PAN - BBU|PB1885J, Aadhaar No. 3991 0730 2549, by Occupation - Retired Person, residing at 73/1, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas,

2. **SMT. RATNA BANERJEE**, wife of Sri Arun Banerjee, having her PAN - DCDPB4652K, Aadhaar No. 4654 0421 3014, by Occupation - Housewife, residing at 54A, Iswar Ganguly Street, P.O. Kalighat, Police Station - Bhawanipur, Kolkata - 700026, in the District South 24 Parganas, 3. **SRI JANARDAN BANERJEE**, son of Late Nandalal Banerjee, having his PAN - BAZPB6644M, Aadhaar No. 6002 8241 7983, by Occupation - Retired Person, residing at BL-B, F-5, 2C, Sarsuna Main Road, P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700061, in the District South 24 Parganas, 4. **SRI RANJAN BANERJEE**, son of Late Narayan Chandra Banerjee, having his PAN - AVIPB0795L, Aadhaar No. 4415 7260 0343, by Occupation - Service, residing at 271/1, Mahatma Gandhi Road, P.O. Haridevpur, Police Station - Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, all by Faith - Hindu, by Nationality - Indian, hereinafter jointly called and referred to as the **LAND OWNERS** (which terms or expression shall unless repugnant to the context shall deemed to mean and include their respective heirs, executors , administrators, legal representatives and assigns) of the **ONE PART**.

: 3 :

AND

UTTARAN CONSTRUCTION, PAN - AAFFU6395P, a Partnership Firm, having its Office at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, being represented by its Partners namely 1. **SMT. CHUMKI SARKAR**, wife of Manabendra Sarkar, having her PAN - ANUPS5437Q, Aadhaar No. 2785 5847 0805, residing at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas and 2. **SMT. SUJATA MONDAL**, wife of Monikar Mondal, having her PAN - BIKPM6455Q, Aadhaar No. 8580 4255 1239, residing at 339, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, hereinafter known and called as the **DEVELOPER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include its successors-in-office, executors , administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS One Maya Banerjee, since deceased, wife of Late Anil Chandra Banerjee was sole and absolute lawful owner seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or

less an area of 4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., lying and situated at Mouza - Haridevpur, J.L. No. 15, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in Khatian No. 628, appertaining to R.S. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, within the limits of Ward No. 115 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore, by virtue of a registered Deed of Conveyance, executed on 12.05.1967, duly registered in the office of Sub-Registrar of Alipore, South 24 Parganas recorded in Book No.I, Being No. 3216 for the year 1967 from its the then owner namely Sasanka Sekhar Banerjee, son of Late Jnanda Prosad Banerjee at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchased the land said Maya Banerjee, since deceased, wife of Late Anil Chandra Banerjee duly mutated her name in the records of the Kolkata Municipal Corporation and property known and numbred as **KMC Premises No. 85, Naskar Para Road, P.S. Thakurpukur now Haridevpur, Kolkata - 700041**, under KMC Ward No. 115 and she has/had paying corporation taxes in her name in the records of **KMC Assessee No. 41-115-09-0085-6**.

AND WHEREAS thereafter said Maya Banerjee died intestate on 14.01.1980 leaving behind her one son Samir Banerjee, three daughters namely 1. Ratna Banerjee, 2. Jhupu

Banerjee, since deceased and 3. Rupu Banerjee, since deceased, as her only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956. Be it mentioned that husband of the said Maya Banerjee namely Anil Chandra Banerjee died intestate on 17.06.1991.

AND WHEREAS said Rupu Banerjee while seized and possessed of her respective share of land died intestate on 13.10.2011 leaving behind her only son Ranjan Banerjee, as her only surviving legal heirs to inherit the said respective share of the entire land under the provision of the Hindu Succession Act., 1956. Be it mentioned that husband of the said Rupu Banerjee namely Narayan Chanda Banerjee died intestate on 29.07.2015.

AND WHEREAS said 1. Samir Banerjee, 2. Ratna Banerjee, 3. Jhupu Banerjee, since deceased and 4. Ranjan Banerjee while jointly seized and possessed of the said land duly recorded their names in the records of the B.L. & L.R.O. and finally, fully and absolutely published their names in the records of rights under L.R. Khatian Nos. 5689 (Samir Banerjee), 5687 (Jhupu Banerjee), 5913 (Ratna Banerjee) and 5916 (Ranjan Banerjee) in respect of the said land.

AND WHEREAS said Jhupu Banerjee while seized and possessed of her respective share of land died intestate on

20.05.2020 leaving behind her husband Janardan Banerjee, as her only surviving legal heirs to inherit the said respective share of the entire land under the provision of the Hindu Succession Act., 1956.

AND WHEREAS in pursuance to the above said **1. SRI SAMIR BANERJEE** son of Late Anil Chandra Banerjee, of 73/1, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, **2. SMT. RATNA BANERJEE**, wife of Sri Arun Banerjee, of 54A, Iswar Ganguly Street, P.O. Kalighat, Police Station - Bhawanipur, Kolkata - 700026, in the District South 24 Parganas, **3. SRI JANARDAN BANERJEE**, son of Late Nandalal Banerjee, of BL-B, F-5, 2C, Sarsuna Main Road, P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700061, in the District South 24 Parganas, **4. SRI RANJAN BANERJEE**, son of Late Narayan Chandra Banerjee, of 271/1, Mahatma Gandhi Road, P.O. Haridevpur, Police Station - Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, being the Present Land Owners herein are absolute lawful joint owners of **ALL THAT** piece and parcel of **bastu land** measuring more or less an area of **4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., TOGETHER WITH brick built tile shed structure, having an area more or less 200 Sq.ft. with**

cemented floor finished now standing thereon, lying and situated at **Mouza - Haridevpur, J.L. No. 15**, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, **comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916**, appertaining to **R.S. & L.R. Dag No. 42**, under **Police Station - Thakurpukur now Haridevpur**, being **KMC Premises No. 85**, **Naskar Para Road, Kolkata - 700041**, within the limits of **Ward No. 115 vide KMC Assessee No. 41-115-09-0085-6 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. Behala, D.S.R. at Alipore** and accordingly the Present Land Owners herein jointly seized and possessed the said land by paying rents and taxes to the competent authority without any lets or hindrances, free from all encumbrances.

AND WHEREAS the Present Owners herein while jointly seized and possessed of the said land duly constructed brick built pucca structure over the said land at their own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS with a view to develop the land, as described in the Schedule "A" below and to erect G+III Storied building or more than the same (as may be sanctioned by the KMC) over the same in terms of the building plan to be sanctioned by the Kolkata Municipal Corporation, the land Owners herein have invited the developer to undertake the charge of such constructional and/or development works at the

schedule "A" mentioned property at its costs, expenses and efforts.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the land Owners and agreed to develop the Schedule property and to erect a building which will be made as thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein have entered into this Agreement in between them on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSES :

ARTICLE : 1.

DEFINITIONS - for proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times hereinafter shall always mean and include.

SAID PLOT OF LAND - shall always mean and include all that piece and parcel of the land, as morefully and particularly described in the Schedule "A" hereunder written.

PROPOSED BUILDING MEANS - the proposed G+III Storied building or more than the same to be constructed upon the said property as per the building plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation.

FLAT/APARTMENT MEANS : The unit of a self contained compact accommodation of the said Building for residential purpose having one or more rooms along with separate Kitchen, separate bath and privy and separate balcony with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to ingress and egress to and from the main entrance and public road. The rooms, kitchen, bath cum privy, balcony shall have partition for separation from each other by pucca walls with necessary doors and windows.

PLAN OR MAP SHALL MEAN : The building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alternation as may be made by the developer from time to time when required (subject to further sanction and/or regularisation by the competent authority of the KMC).

OWNERS MEANS : 1. **SRI SAMIR BANERJEE** son of Late Anil Chandra Banerjee, by Occupation - Retired Person, residing at 73/1, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, 2. **SMT. RATNA BANERJEE**, wife of Sri Arun Banerjee, by Occupation - Housewife, residing at 54A, Iswar Ganguly Street, P.O. Kalighat, Police Station - Bhawanipur, Kolkata - 700026, in the District South 24 Parganas, 3. **SRI**

JANARDAN BANERJEE, son of Late Nandalal Banerjee, by Occupation - Retired Person, residing at BL-B, F-5, 2C, Sarsuna Main Road, P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700061, in the District South 24 Parganas,

4. SRI RANJAN BANERJEE, son of Late Narayan Chandra Banerjee, by Occupation - Service, residing at 271/1, Mahatma Gandhi Road, P.O. Haridevpur, Police Station - Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, all by Faith - Hindu, by Nationality - Indian.

DEVELOPER MEANS : UTTARAN CONSTRUCTION, PAN - AAFU6395P, a Partnership Firm, having its Office at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, being represented by its Partners namely

1. SMT. CHUMKI SARKAR, wife of Manabendra Sarkar, having her PAN - ANUPS5437Q, Aadhaar No. 2785 5847 0805, residing at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas and **2. SMT. SUJATA MONDAL**, wife of Monikar Mondal, having her PAN - BIKPM6455Q, Aadhaar No. 8580 4255 1239, residing at 339, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian.

ARCHITECT - Architect shall mean any qualified person or persons or firm or firms of LBS appointed or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property.

SPECIFICATIONS AND AMENITIES - shall mean materials and specifications as may be recommended by the Architect for the construction of the building Amenities means - All fittings as described in the annexure and will be provided by the developer in those flats under Reserve portion.

COMMON/SERVICE AREA SHALL MEAN :

- i) Staircase on all floors.
- ii) Staircase landing on all floors.
- iii) Common passage including main entrance leading to lobbies on the ground floor.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures, generators (excluding those as will be installed for any particular unit)
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy

of the said units in common and as may be specified and/or terrace and areas.

ix) Roof on the top floor.

OWNERS' ALLOCATION : Owners shall get 50% total F.A.R., as per sanction plan duly sanctioned by the Kolkata Municipal Corporation that means Five Flats out of which Two Flats on the First Floor, in the Western side, Front and Back portion respectively, One Flat on the Second Floor, in the Eastern side and Two Flats on the Third Floor, in the Western side, Front and Back portion along with 50% car parking area respectively of the proposed G+III Storied building in finished and complete habitable condition and apart from the above, details mentioned in the Schedule "B". The Owners shall also get non refundable amount of **Rs. 11,50,000/- (Rupees Eleven Lakhs Fifty Thousand) Only** towards forfeited and/or non refundable money from Developer herein.

TAX LIABILITIES : The Owners shall not be liable to pay the tax liability in respect of selling the flats under developer's allocation and the Developer further undertakes to clear all rents, rates, taxes and/or any other type of outstanding for the property under the Project and on and from the date of execution of this Agreement the Developer will remain bound to continue to pay all payables in relation with the property under the project and only after getting the possession of the allocation of the Land Owners. They will become liable to pay the payables to the Authority concerned in respect of their share of allocation.

INSPECTION OF THE CONSTRUCTION : If any inferior quality building materials is detected by the Owners, the same shall be replaced by the standard good quality of building materials by the Developer.

RESERVED PORTION SHALL MEAN : Owners' allocation.

DEVELOPER'S ALLOCATION : shall get remaining 50% total F.A.R., as per sanction plan duly sanctioned by the Kolkata Municipal Corporation that means Remaining Flats on the First Floor, Second Floor and Third Floor along with Car Parking Spaces/Spaces of the proposed G+III Storied building in finished and complete habitable condition will be treated as the Developer's Allocation after providing the Owners' allocation as mentioned above, the aforesaid Developer's Allocation is more fully described in the Schedule "C" hereunder written.

SANCTIONED FLOOR PLAN AREA : The quantum or measure of area of each/any floor of the proposed building which the KMC shall sanction and/or approve in respect of sanctioned floor plan area.

FLOOR PLAN AREA : The quantum or measure of area of each/any floor of the proposed building to be mentioned in the building plan as proposed area, upon mutual discussion and consultation between "Owners" and "Developer" and "Architect" however decision of architect shall stand final.

KOLKATA MUNICIPAL CORPORATION : a statutory body constituted vide Kolkata Municipal Corporation Act., 1980 and/or any other future body empowered to approve and/or sanction

the building plan in accordance with law of the land in vogue.

INTENDING BUYERS SHALL MEAN : All the persons, firm, organizations who is/are interested to purchase any flat/flats and any other space of the said building only from the developer's allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN : Unnatural calamities, war, riot, earthquakes, civil disorder, political unrest etc. generally termed as "Act of God" or Force Majure by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

ARTICLE : II

DEVELOPER'S OBLIGATIONS : That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building provided the developer fulfill the following obligations towards the land Owners :-

- a) That the "Developer" shall make proper survey/ measurement of the said land to determine the actual measurement of the said land and inform the "Owners" and the Developer will further remain bound to make the property regularised in all respect for the purpose of the project, including the process of mutation etc. in the books

and records of the B.L. & L.R.O. as also the KMC at its own cost, without having any claim from the Land Owners.

- b) That the Developer will construct the proposed building upon the said property strictly as per the building plan to be duly sanctioned by the Kolkata Municipal Corporation.
- c) That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect and Owners.
- d) That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.
- e) That the entire cost and expenses for the construction of the building as well as prepare of plan and sanctioned will be borne by the developer and the developer shall not claim or demand in any part of the said expenses from the land Owners.
- f) That, completion of the building, the "Developer" shall obtain proper certificate of completion from K.M.C.
- g) Thereafter the developer shall acquire right to sell the flats of the proposed building under their allocation to the different buyers together with proportionate interest of the land. It is to be categorically mentioned that the land Owners shall bear no expenses in the matter of construction of the building and shall have no liability in any manner

whatsoever in the matter of constructional work of the said building as well as development works of the said land as described in the schedule below.

That it pertinent to mentioned here that after delivery of the Owners' Allocation as per the agreement then the Developer can delivery the possession of the Flat/Flats to the intending buyer/buyers and/or Purchaser/Purchasers.

- h) That developer shall start the constructional work of the building and sanction of building plan by the Kolkata Municipal Corporation authority and shall complete the same in terms of the building plan to be sanctioned by Kolkata Municipal Corporation within next **24 months**, from the date of obtaining snaction plan, hereinafter shall be called "**CONSTRUCTION PERIOD**" and to hand over lawful physical possession of the flats under Owners' allocation in favour of the land over within the said period of **24 months** without any more delay in any manner whatsoever. It is to be noted herein that the time, as mentioned in this paragraph shall be the essence of this contract.
- i) However, if there is any genuine cause for delay in completion of the building, the time period of handing over the possession may be extend for further 6 (six) months upon request of the "Developer" No further time beyond 6 (six) months shall be allowed beyond Construction Period.

- j) That the developer shall have no right or shall not be entitled to sell, transfer, and/or encumber the flats under the Owners' allocation.
- k) That the developer shall act as an independent contractor in constructing the building and undertake to keep the land Owners indemnified from time to time all third party claims and actions arising out of any act of commission or accident such as loss of life of labourers, mistries and allied natures or things or relating to the construction of the building.
- l) That developer shall be responsible to fulfil all the abovementioned obligations towards the land Owners, failing which the land Owners shall have every option to claim and/or cancel, rescind, the present agreement.
- m) That the Owners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- n) That the Owners with the execution of the said Development Agreement the Land Owners agree to execute a Registered Development Power of Attorney in favour of the Developer appointing the Developer as their lawful Constituted Attorney empowering and entrusting him upon all the rights, liberties and authorities in respect of the Schedule property (together with the right of selling of the flats of the proposed construction except Owners' allocation) so that the

Developer shall carry on the proposed Development and/or constructional work of the Schedule property peacefully and smoothly.

- o) The Developer will arrange all the materials of the construction at its own costs, risk and arrangements and there is no question of Debrish and shifting to the Land Owners in the instant project.
- p) After execution of this agreement the landowners shall have and enjoy joint possession of the said property and proposed building with the Developer notwithstanding whatsoever mentioned in the agreement. The landowners shall have the right and power to enter into the said property during the time of construction for inspection and verification of the progress, development and quality of work of construction to be carried out by the Developer in respect of the proposed building. However the landowners shall have no power and shall not be entitled to cause any disturbance/objection/hindrance to the work of the Developer unless no irregularity found, Developer has to perform the work as per KMC sanctioned plan and as per the terms of the agreement or provisions of the law of the land in vogue or deviation from the building plan. If the Developer makes any deviation addition and/or alteration in the construction, that must be done with the

proper approval of the Architect -in-Charge of the Project and the same must be regularised from the competent authority of the KMC at the cost & risk of the Developer Only.

- q) The Developer shall not have the right, power, liberty to transfer or let out or cause lease or tenancy or leave and license or part with possession or cause any encumbrance to any person of the any portion of the common area. The Developer will not have any right to put the entire property in any scheme of mortgage or loan, but the prospective/ intending Purchaser/s may take/avail loan under the scheme of equitable mortgage for purchase out of the Developer's Allocation.
- r) The Developer shall arrange to provide and certified and issued the acknowledgement in the letterhead of the Developer of all the original documents to the Owners which are collected by the Developer from the Owners and the Developer will remain duty bound to return all such documents as also all the subsequent documents in respect of the project to the land Owners on completion of the sale of its allocation out of the project.
- s. That it has been agreed by and between the parties herein that any service tax, G.S.T (if applicable) Owners shall borne and shall pay the said tax and/or charges for their

Owners' allocation and remaining portion of proposed building shall be borne by the Developer and/or intending buyer or buyers.

- t) That the developer shall pay a sum of Rs.15,000/- per month to one of the Land Owners i.e. to Samir Banerjee herein towards monthly rent for their alternative residential accommodations from the date of handing over physical possession of the schedule property in favour of the Developer for the purpose of constructional work till hand over lawful physical possession of the Land Owners' allocation in favour of the owners. Such alternative residential accommodation shall be arranged by the Land Owners.

ARTICLE - III

RIGHTS AND PRIVILEGES OF THE DEVELOPER.

- a) That save and except those portion which shall be kept reserved for the land Owners, the developer shall be entitled to sell and/or transfer all the flats of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer. In this context it should be mentioned here that the common areas reserved for common user purpose as also the statutory common service areas shown in the building plan to be sanctioned must remain common.

- b) That the developer shall be entitled to receive the entire consideration money in respect of the developer allocation only from the intending buyers against issuing proper receipt thereof.
- c) That the land Owners shall have no right and /or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the Landowners shall not be entitled to claim the profit of the said venture of part thereof, on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owners' allocation.
- d) That the Developer shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the Flat/Space of the building under Developer's Allocation any after handing over the possession of the Owners in full complete condition and after having the completion certificate issued by the KMC. However, the Developer shall be entitled and empower to execute and/or register any Agreement for Sale, Deed of Conveyance with intending purchaser of Developer's Allocation and/or take booking and other necessary proceeding thereof of just after execution of this Agreement.

- e) That the developer shall be entitled to be present before the Registration office or officers for the registration of all those deeds or documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land Owners and for the purpose the land Owners will execute a General Power of Attorney in favour of the developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the under demarcated impartible proportionate share of the entire land under Schedule "A" property in favour of the flat buyers and the land Owners shall ratify in favour of the flat buyers and the land Owners will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers (except any act done by the Developer illegally).

ARTICLE - IV

LAND OWNERS OBLIGATIONS AND PRIVILEGES :

- a) That the land Owners do hereby declare that they have absolute right, title and interest upon the said land property and do hereby further declare that the said property morefully described in the schedule "A" below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and

notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the Developer herein has entered into this Agreement.

- b) That the Landowners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer but shall have absolute right & authorities to inspect the main structural part of the building as well as construction of owner's portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be removed by the developer.
- c) That the land Owners shall not be required to share or pay cost of construction of the land owners' allocation which will be solely borne by the developer.
- d) That in the event, if a co-operative society and/or Association be formed, the Landowners shall become the member of the said society and/or Associations as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and

Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.

- f) The land Owners shall have the right to sell, transfer, the flats under their allocation to any third party as per their own discretion. The developer shall have no interference to that effect in any manner whatsoever, rather if necessary in required he will extend their co-operation in all respect including making himself as a party to the related documents in respect of the Owners' Allocation.

ARTICLE - V

CANCELLATION AND ARBITRATION

- a) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1st page of this present and will be communicate by postal service or personal peon services and letter, notice served upon either of the parties by other.
- b) The court within District 24 Parganas (South) shall have the jurisdiction to entertain and try in accordance with the law, suit and proceedings arising out of this Agreement.
- c) Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time of **24 months** from the date of obtaining sanction building plan

duly sanctioned by the Kolkata Municipal Corporation. Due to unavoidable circumstances, if there is any delay, another 6 (six) months shall be allowed to the Developer for completion of construction. There shall not be any further delay beyond 6 (six) months.

ARTICLE - VI

DETAILS OF WORKS AND STANDARD OF MATERIALS :

STRUCTURE : The structure will be a R.C.C. structure made up with all types of standard materials.

WALLS : All the inner & outer walls would be made up with bricks and composition of medium course sand and good quality cement as available in the market. The thickness of exterior walls will be 8'' and the thickness of the inner walls will be 3'' and the thickness of the common walls will be 5''.

FLOORING : All the floors (i.e. of rooms, verandah, kitchen & bathroom) will be made by marbless of 2' x 2', Dining cum Drawing with white 2' x 2' Marble slab and staircases landing will made by Marble.

KITCHEN : Kitchen will be provided with 2' x 2' Marble Slab on Floor and dado finish with Glazed Tiles up to 3'-0'' from Black Stone Cooking Top and one steel sink will be provided therein and 2 Tap connections will be therein kitchen.

BATHROOM : In all the Toilets and W.C. 2' x 2' Marble Slab floor and Dado finish with white glaze tiles of 8'' x 12'' up to the level of 6' from the floor top of the Bathroom. All the Bathrooms will be provided with Western style white coloured commode and Two Tap connections and One Shower Connection and Two Cistern connectin. All Sanitary fittings will be made by standard quality materials as available in the market.

DOORS : All the doors of each of the flats will be flush door having wooden frame of Sal wood. The Bathroom & Kitchen will be provided with PVC types doors.

WINDOWS : All the windows will be so called alluminium sliding window with open pans having the pans fitted with glass. All the windows will be covered by painted M.S. Ornamental Grill.

WALL FINISH : Inside walls will be plaster of Parish finishing and outside walls will be finished with cement based paints (snowcem).

ELECTRICAL FITTINGS & FIXTURES : Each of the Bed & Dining Rooms will be provided with 02 numbers of Light points, 01 number of an point and 01 number of 5 Amp. Plug point, the Kitchen will be provided with 01 light point and 01 exhaust fan point and one 15 amp. plug point and the bathroom will be provided with 01 light point and 01 exhaust fan point and one geyser point will be provided and with one 15 amp. plug point

and Electrical Fittings of the Boundary Wall will be provided by the Developer herein. The responsibility for installation of the main Electric Meter will be with the Developer i.e. the Second Party herein but the cost of transformer's proportionate share will be borne by the Occupiers/Purchasers/Owners proportionately.

STAIR : The flooring of the stair case and landings will be finished with Marble having M.S. Grill guard and the walls of the stair case will be finished with plaster of paris.

STAIR HEADROOM : The walls of the stair head room will be brick built with lime wash or similar colour wash finishing and having R.C.C. roof, the top of which will be finished with net cement.

OVERHEAD TANK : The overhead tank will be of P.V.C. made of any recognised company available in the market like Sintex, Patton etc.

RESERVOIR : The underground reservoir will be made up with standard brick walls with RCC top slabs.

SEPTIC TANK : The underground septic tank will be made up with standard brick walls with RCC top Slabs.

LIFT : The Developer herein at its costs, expenses and efforts installation of Lift Machine and Lift Room of the said Premises. Wherever it requires the common portions and/or passages will have net cement finishing.

One main Meter will be provided in the building.

: 28 :

The Land Owners and Intending Buyer/ Buyers shall remain liable to bear the separate Meter cost.

Proportionate share of Transformer cost to be borne by the Land Owners and Intending Buyer/Buyers.

A/C. Line will cost of Rs.5000/- extra per point to be paid by the Land Owners/Intending Buyer/Buyers, if asked for.

Note : For any extra work other than the specifications the individuals have to bear the extra cost and/or difference of cost.

SCHEDULE - A

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of **bastu land** measuring more or less an area of **4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., TOGETHER WITH brick built pucca single storied building, having covered area more or less 650 Sq.ft. with cemented floor finished now standing thereon, lying and situated at **Mouza - Haridevpur, J.L. No. 25, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916, appertaining to R.S. & L.R. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, being KMC Premises No. 85, Naskar Para Road, Kolkata - 700041, within the limits of Ward No. 115 vide KMC Assessee No. 41-115-09-0085-6 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala,****

D.S.R. at Alipore, TOGETHER WITH all easement rights and appurtenances thereto of the said property, and the same is butted and bounded as follows :-

- ON THE NORTH** : Land under Dag No. 42.
ON THE SOUTH : 20'ft. wide Naskar Para Road.
ON THE EAST : Land of Baburali & others.
ON THE WEST : Land of Achyut Kumar Bose.

SCHEDULE - B

OWNERS' ALLOCATION : Owners shall get 50% total F.A.R., as per sanction plan duly sanctioned by the Kolkata Municipal Corporation that means Five Flats out of which Two Flats on the First Floor, in the Western side, Front and Back portion respectively, One Flat on the Second Floor, in the Eastern side and Two Flats on the Third Floor, in the Western side, Front and Back portion respectively of the proposed G+III Storied building in finished and complete habitable condition and apart from the above. The Owners shall also get non refundable amount of Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand) Only towards forfeited and/or non refundable money from Developer herein.

SCHEDULE - C

DEVELOPER'S ALLOCATION : remaining 50% total F.A.R., as per sanction plan duly sanctioned by the Kolkata Municipal Corporation that means Remaining Flats on the First Floor, Second

Floor and Third Floor along with Car Parking Spaces/Spaces of the proposed G+III Storied building in finished and complete habitable condition will be treated as the Developer's Allocation after providing the Owners' allocation as mentioned above, the aforesaid Developer's Allocation.

SCHEDULE - D

COMMON AREA/SERVICE AREA/EASEMENT :

- i) Staircase on all floors.
- ii) Staircase landing on all floors.
- iii) Common passage and lobbies on the ground floor.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures.
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units it common and as may be specified and/or terrace and areas.
- ix) Roof on the top floor.

: 31 :

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

WITNESSES:-

1) Pankaj Das
25/2, Nankar Lane Road
Kolkata - 41.

2) Manabendra Sarkar
5/222, Paschim Putiary
Kolkata - 700041.

Ratna Banerjee
Ranjana Banerjee
Samir Banerjee

SIGNATURE OF THE OWNERS

Drafted by me :

Shib Shankar Bhattacharya
WB/613/1980

Advocate,

Alipore Police Court,
Kolkata - 700 027.
Computerised Printed by

Kuntal Mukherjee

Uttaran Construction

Partner
Partner

SIGNATURE OF THE DEVELOPER

MEMO OF THE CONSIDERATION

RECEIVED sum of Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand) Only by **1. SRI SAMIR BANERJEE 2. SMT. RATNA BANERJEE, 3. SRI JANARDAN BANERJEE, 4. SRI RANJAN BANERJEE, in terms of this agreement in presence of the following witnesses and in the following manners :-**

- :: MEMO :: -

By way of	HDFC BANK,	C/NO.000166	DT. 08.02.2023	Rs.3,00,000/-
"	- DB -	C/NO. 000167	DT. 08.02.2023	Rs. 1,00,000/-
"	- DO -	C/NO. 000168	DT. 08.02.2023	Rs. 1,00,000/-
"	- DO -	C/NO. 000169	DT. 08.02.2023	Rs. 1,00,000/-
"	- DO -	C/NO. 000170	DT. 08.02.2023	Rs. 3,50,000/-
"	CASH	-	DT. 08.02.2023	Rs.2,00,000/-

TOTAL Rs.11,50,000/-

(Rupees Eleven Lakhs Fifty Thousand Only)

WITNESSES:

1) Pankaj Das
25/2, Naskarpara Road
Kolkata - 41.

2) Manobendra Saman
5/222, Paschim Partiaary
Kolkata - 700041

Ratna Banerjee
Ranjan Banerjee
Samir Banerjee.

SIGNATURE OF THE OWNERS



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SAMIR BANERJEE

Signature Samir Banerjee



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name RATNA BANERJEE

Signature Ratna Banerjee



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name JANARDAN BANERJEE

Signature Janardan Banerjee



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name RANJAN BANERJEE

Signature Ranjan Banerjee

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name Subhati Mondal

Signature Subhati Mondal

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name CHUMKI SARKAR

Signature Chumki Sarkar

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature