

পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

AS 369662

16/8/24
Q. 2/297255/24

Verified that the document is submitted for registration. The signature given is and the enclosures are attached with the document and true copy of this document.

Sub-Register-III
Alipore, South 24-Pargana
16/08/2024

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** is made on this the **16th** day of **August, 2024** Two Thousand Twenty Four.

BETWEEN

(1) K. PIYALI, having PAN CTJPP3113K, Aadhaar No. 7334-5407-6032 wife of Sri K. Vickey Kumar, by Nationality- Indian, by faith- Hindu, by Occupation- Business, residing at **No. 1, Moukhali Chand Para, GIP Colony, Post Office and Police Station- Jagachha, Pin-711112, District Howrah** AND (2) **SMT. SONU BURANWALLA** having PAN AULPB7669K, Aadhaar No. 6241-0511-4946, wife of Sri Amarnath Buranwalla, by religion - Hindu, by Nationality - Indian, by Occupation- Business, residing at **92, Ramkrishna Pally, Near Ujjwal Park, Brahmapur, P.S- Bansdroni, Kolkata-700096**, in the state of West Bengal, hereinafter called and referred to as the "**OWNERS**" (which terms or expressions shall unless exclude by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) of the FIRST PART

AND

M/S FRIENDS CONSTRUCTION, (PAN AAHFF9120D), a Partnership Firm, having its office at **Premises No. 268, New Shibtala Road, P.O. & P.S Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, being represented by its partners namely **1) SRI SUSANTA SEAL, having PAN - APWPS8945P, Aadhaar No. 9552-0251-2336**, son of Late Jitendra Kumar Seal, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **2/3, Saradamoni Park, Pir Pukur Road, P.O. & P.S Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, **2) SRI BIJOY GOCHHAYAT, having PAN ALKPG7961P, Aadhaar No. 3267-7082-9506**, son of Late Biswanath Gochhayat, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **2nd Lane, Vidyasagar Park, Pirpukur Road, P.O & P.S- Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, **3) SRI SUVENDU CHAKRABORTY having PAN AKXPC6901D, Aadhaar No. 2064-9800-0681**, son of Binoy Chakraborty, by faith - Hindu, by Nationality- Indian, by Occupation- Business, residing at **5th Lane, Vidyasagar**

Park, Pirkukur Road, P.O. & P.S Bansdroni, Kolkata - 700070, in the District South 24 Parganas, Hereinafter called and referred to as the **DEVELOPER**" (which terms or expressions shall unless exclude by of repugnant to the context be deemed to mean and include its successor-in-office administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the property under the Schedule herein is a total plot of Bastu Land measuring about 06 (Six) Cottahs along with Temporary Shed Structure standing thereon, within the District South 24 Parganas, Police Station Bansdroni formerly Regent Park, Additional District Sub-Registry Office at Alipore, Pargana Magura, Touzi No. 14, R.S No. 176, J.L. No. 48, Mouza Brahmapur, appertaining to the R.S Khatian No. 809, comprising in R.S Dag No. 1034, under the jurisdiction of the Kolkata Municipal Corporation, Ward No. 111, and being part of **Premises No. 84/1, Panchanantala, Kolkata- 700096 and Assessee No. 31111609206.**

AND WHEREAS the property under the Schedule herein along with various other properties, comprising in R.S Dag Nos. 1017, 1018, 1019, 1033 & 1034, appertaining to the R.S Khatians No. 808 to 812, under Mouza- Brahmapur, belong to one **Dr. Shiboprasad Bandopadhyay**, son of Nibaran Chandra Bandopadhyay.

AND WHEREAS said **Dr. Shiboprasad Bandopadhyay**, being the sole and absolute recorded OWNERS in respect of the Properties, during his sole absolute & peaceful possession & enjoyment of his Properties, out of his natural love &s affection give, grant & bestowed his property to and in favour of his eldest son namely **Ajit Kumar Bandopadhyay** by virtue of execution of a **Gift Deed on 21/09/1984**, which was registered at the Office of the **District Sub-Registrar Alipore and recorded in Book No. I, Volume No. 116, Pages from 283 to 292, Being No.11903 for the year 1984.**

AND WHEREAS thus said **Ajit Kumar Bandopadhyay** became the OWNERS in respect of the property hereinafter referred in the Schedule by virtue of the said Gift Deed and started to possess & enjoy the same solely & absolutely without any disturbance and/or hindrance from anybody and subsequently mutated his name in the books and records of the then Calcutta Municipal Corporation in respect of **08 Cottah 04 Chittack 11 Sq.ft.** of Bastu land comprising in R.S Dag No. 1034, appertaining to R.S Khatian No. 109 of Mouza- Brahamapur and the said plot of land has become known & numbered as the **Premises No. 84, Panchanantala, Kolkata- 700084 (now Kolkata 700096)** and started to be assessed under **the Assessee No. 31-111-16-0084-7** and continued to pay the taxes etc regularly.

AND WHEREAS During his such sole, absolute & peaceful possession & enjoyment of the entire Property, including the above mentioned Property under **Premises No. 84, Panchanantala**, the above **named Ajit Kumar Bandopadhyay** died intestate on **18.01.2011** leaving behind his wife namely **Maya Bandopadhyay** and **two sons** namely **Kalyan Bandopadhyay & Asish Bandopadhyay** to succeed and/or inherit his all Estate & Properties including the above mentioned **Premises No. 84, Panchanantala** and started to possess & enjoy the Property jointly & absolutely and without any claim, demand, objection, disturbance and/or hindrance from anybody. Be it mentioned here that the mother of the abovenamed **Ajit Kumar Bandopadhyay** predeceased him long ago.

During their such joint, absolute & peaceful possession & enjoyment of their Property including the above mentioned **Premises No. 84, Panchanantala**, the above named **Maya Bandopadhyay, Kalyan Bandopadhyay & Asish Bandopadhyay** sold and/or transferred demarcated portion of Land measuring about **04 (Four) Cottah** more or less along with Temporary Shed Structure standing thereon, out of

the above mentioned **08 (Eight) Cottah 04 (Four) Chittack 11 (Eleven)** Sq.Ft. of Land Property along with Structures standing thereon, being part of the Premises No. 84, Panchanantala to and in favour of one Ansar Ali Gazi, son of **Amud Ali Gazi**, by virtue of execution of a Bengali Deed of Sale on **15.02.2011**, wherein **Panchu Gopal Banerjee**, **Satya Gopal Banerjee**, **Madan Gopal Banerjee**, **Bijon Gopal Banerjee** & **Bandana Srinivas @ Banerjee** (wife of **Tambi Srinivas**) (all sons & daughter of **Lal Mohan Banerjee @ Bandopadhyay**) were made Confirming Party to the Document and they were represented by their Constituted Attorney namely **Sukhendu Banerjee** (son of Montu Mohan Banerjee) and **Pradip Ghosh** (son of Dhirendra Nath Ghosh), (by virtue of a General Power of Attorney dated **03.04.2000**, registered at the Office of the **Sub-Registrar- II, Delhi** and recorded in **Book No. IV, Volume No. 6970, Pages from 19 to 24 and Being No. 19793** for the year **2000**). The said Bengali Deed of Sale has been registered at the Office of the **District Sub-registrar-I** at Alipore and recorded in **Book No. I, CD Volume No. 3, Pages from 476 to 513 and Being No. 00458** for the year **2011**.

AND WHEREAS on & from the date of purchase of the above mentioned Property, the above named **ANSAR ALI GAZI** (the OWNERS/Vendor therein named) started to possess & enjoy the same solely, absolutely & peacefully.

AND WHEREAS Subsequently, the above named **Maya Bandopadhyay**, **Kalyan Bandopadhyay & Asish Bandopadhyay** sold and/or transferred further demarcated portion of Land measuring about **02 (Two) Cottah more or less** along with Temporary Shed Structure standing thereon, out of the remaining portion of the above mentioned total **08 (Eight) Cottah 04 (Four) Chittack 11 (Eleven) Sq.Ft.** of Land Property along with Structures standing thereon, being part of the Premises No. 84, Panchanantala, to and in favour of one **Ansar Ali**

Gazi (son of **Amud Ali Gazi**), by virtue of execution of a Bengali Deed of Sale on **07.08.2012**, wherein **Smt. Gayatri Bandopadhyay** (wife of Kalyan Bandopadhyay) was made Confirming Party to the Document. The said Bengali Deed of Sale has been registered at the Office of the **District Sub-registrar I at Alipore and recorded in Book. No. I and Being No. 02882 for the year 2012.**

AND WHEREAS On & from the date of purchase of the above mentioned Property, the above named **ANSAR ALI GAZI** (the OWNERS/Vendor therein) started to possess & enjoy thus entire Property measuring about **06 (Six) Cottah (i.e. 04 Cottah + 02 Cottah)** and also mutated his name in the Books & Records of the Competent Authority of the B.L. & L.R.O. in two Parts (i.e., in respect of **04 Cottah & 02 Cottah** individually as per two individual Deeds), but till date had not mutated his name in the Books & Records of the Kolkata Municipal Corporation in respect of any of the Properties and for the same his entire Property of **06 (Six) Cottah** more or less remain as the part of the **KMC Premises No. 84, Panchanantala, Kolkata 700096.**

AND WHEREAS during his such sole, absolute and peaceful possession and enjoyment of the entire property of 06 (Six) Cottahs more or less, the abovenamed **ANSAR ALI GAZI** constructed one asbestos shed structure on the aforesaid two plots.

AND WHEREAS while enjoying the said property without any encumbrances from any other corner said **ANSAR ALI GAZI** the vendor therein sold, conveyed and transferred to **K. PIYALI AND SMT. SONU BURANWALLA** (the OWNERS/FIRST PART herein) said more or less **06 (Six) Cottahs** more or less of Bastu land to the OWNERS herein by virtue of a **Deed of Conveyance** has been registered at the Office of the **District Sub-registrar- I at Alipore** registered on **27th Day of July, 2020** and recorded in **Book No. I, Volume No. 1601-2020, page from 43681 to 43711, being No. 160100847 for the year 2020** and after

purchase **K. PIYALI AND SMT. SONU BURANWALLA** (the OWNERS/FIRST PART herein) mutated their names in the Books & Records of the Kolkata Municipal Corporation in respect of any of the Properties and for the same their entire Property of **06 (Six) Cottah** more or less known as the **KMC Premises No. 84/1, Panchanantala, Kolkata 700096, Assessee No. 311111609206.**

AND WHEREAS the said OWNERS with a view to develop their said premises by construction of new building containing residential flats to obtain greater advantages agreed to agree into Development Agreement with the Developer **M/S FRIENDS CONSTRUCTION**, a Partnership Firm, having its office at **Premises No. 268, New Shabtala Road, P.O & PS Bansdroni, Kolkata 700070** being represented by its partners namely **1) SRI SUSANTA SEAL, having PAN - APWPS8945P, Aadhaar No. 9552-0251-2336**, son of Late Jitendra Kumar Seal, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **2/3, Saradamoni Park, Pir Pukur Road, P.O. & P.S Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, **2) SRI BIJOY GOCHHAYAT, having PAN ALKPG7961P, Aadhaar No. 3267-7082-9506**, son of Late Biswanath Gochhayat, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **2nd Lane, Vidyasagar Park, Pirpukur Road, P.O & P.S- Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, **3) SRI SUVENDU CHAKRABORTY having PAN AKXPC6901D, Aadhaar No. 2064-9800-0681**, son of Binoy Chakraborty, by faith - Hindu, by Nationality- Indian, by Occupation- Business, residing at **5th Lane, Vidyasagar Park, Pirpukur Road, P.O. & P.S Bansdroni, Kolkata - 700070**, in the District South 24 Parganas.

AND WHEREAS the OWNERS herein by executing this agreement entrusted the Developer herein to complete the proposed building at

said premises at the costs and expenses of the Developer, subject to the terms, conditions, stipulations and obligations contained hereunder

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

ARTICLE-I, DEFINITION

OWNERS shall mean (1) **K. PIYALI, having PAN CTJPP3113K, Aadhaar No. 7334-5407-6032**, wife of Sri K. Vickey Kumar, by Nationality- Indian, by faith- Hindu, by Occupation- Business, residing at No. 1, **Moukhali Chand Para, GIP Colony, Post Office and Police Station- Jagachha, Pin- 711112, District Howrah** AND (2) **SMT. SONU BURANWALLA having PAN AULPB7669K, Aadhaar No. 6241-0511-4946**, wife of Sri Amarnath Buranwalla, by religion - Hindu, by Nationality - Indian, by Occupation- Business, residing at 92, **Ramkrishna Pally, Near Ujjwal Park, Brahmapur, P.S- Bansdroni, Kolkata-700096**, in the state of West Bengal and their legal heirs and successors.

DEVELOPER- shall mean **M/S FRIENDS CONSTRUCTION, (PAN AAHFF9120D)**, a Partnership Firm, having its office at **Premises No. 268, New Shibtala Road, P.O. & P.S Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, being represented by its partners namely 1) **SRI SUSANTA SEAL, having PAN - APWPS8945P, Aadhaar No. 9552-0251-2336**, son of Late Jitendra Kumar Seal, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 2/3, **Saradamoni Park, Pir Pukur Road, P.O. & P.S Bansdroni, Kolkata- 700070**, in the District South 24 Parganas, 2) **SRI BIJOY GOCHHAYAT, having PAN ALKPG7961P, Aadhaar No. 3267-7082-9506**, son of Late Biswanath Gochhayat, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **2nd Lane, Vidyasagar Park, Pirpukur Road, P.O & P.S- Bansdroni, Kolkata-**

700070, in the District South 24 Parganas, 3) **SRI SUVENDU CHAKRABORTY** having PAN **AKXPC6901D**, Aadhaar No. 2064-9800-0681, son of Binoy Chakraborty, by faith - Hindu, by Nationality- Indian, by Occupation- Business, residing at **5th Lane, Vidyasagar Park, Pirpukur Road, P.O. & P.S Bansdroni, Kolkata - 700070**, in the District South 24 Parganas and their legal heirs and successors.

THE SAID PROPERTY - shall mean **ALL THAT** piece and parcel of Bastu land measuring more or less **6 (Six) Cottahs more or less** together with **100 Sq.ft.** more or less asbestos shed with 12 feet wide common passage on the Westen side of the premises for ingress and egress comprised in Touzi No. 14, J.L No.48, Revenue Survey No. 176, of Mouza Brahamapur, Pargana Magura, lying and situated under R.S Dag No. 1034 and R.S Khatian No. 809, within the limits of the Kolkata Municipal Corporation being **KMC Premises No. 84/1, Panchanantala, Kolkata 700096, Assessee No. 311111609206**, **District South 24 Paraganas**, Sub Registry Office at Alipore, in the District of South 24- Parganas.

BUILDING- shall mean Three storied building to be constructed on the said property as per the Building Plan by the Kolkata Municipal Corporation by the said Developer with its own cost and effort and after demolition of the existing structure.

OWNER'S ALLOCATION - OWNERS will get **50%** share of total F.A.R and/or total constructed area of the proposed building i.e.

ALL THAT (1) entire Ground Floor (2) Flat No. C-3 on the Second floor (South-East-West side) measuring 700 sq.ft more or less super built up area (2) Flat No. C-4 on the Second floor (South-East-West side) measuring 750 sq.ft more or less super built up area of the said Three storied building AND said owner's allocation is morefully and particularly described in the **Second Schedule** written hereunder.

The OWNERS shall be lawfully entitled to uninterrupted use and enjoy the common areas, facilities, advantages, benefits, privileges and amenities attached with and available in the said proposed building on the said land.

DEVELOPER'S ALLOCATION- Developer will get remaining 50% share of total F.A.R and/or total constructed area of said proposed building (except OWNER'S allocation) i.e.

ALL THAT (1) entire **First Floor**, (2) **Flat No. C-1 on the Second floor (North-East-West side) measuring 825 sq.ft more or less super built up area** (2) **Flat No. C-2 on the Second floor (North-East-West side) measuring 675 sq.ft more or less** super built up area of the said Three storied building and said Developer's allocation is morefully and particularly described in the Third Schedule written hereunder.

ENGINEER/ARCHITECT- Shall mean such person or persons may be appointed by the Developer for supervising the construction of the building and act as per The Kolkata Municipal Corporation building rules.

BUILDING PLAN- Shall mean such plan prepared by the Architect appointed by the Developer and to be sanctioned by The Kolkata Municipal Corporation and the cost of the Building Plan shall be borne by the Developer.

COMMON EXPENSES- shall mean and include proportionate share of the cost, charges and expenses for maintenance upkeep, repair and replacement of the common parts, common amenities morefully and particularly mentioned in the Fifth Schedule hereunder written.

COMMON AREAS AND COMMON FACILITIES: shall include corridors, stairways, passageways, on the Ground Floor of the building, water, pump and motor and ultimate Roof (Roof of the building as the Building Plan sanctioned by The Kolkata Municipal Corporation) and other

facilities which may be mutually agreed upon between the parties hereto and required for the establishment location, enjoyment provision, maintenance and/or management of the building which shall always remain as joint property of the OWNERS herein.

SALEABLE SPACE: the Developer shall be entitled to deal with its allocation as per its own decision and choice and shall have right to enter for Agreement for Sale in respect of the sale of the Flats within the Developer's Allocation as specified above.

ARTICLE-II

The OWNERS shall pay only the rates and taxes including arrears in respect thereof in connection with the said existing structure and land at the First Schedule Premises upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes and utility bills in respect of the said property from the date of taking over the possession of the said premises from the OWNERS herein as it is condition till the date of handing over of the said OWNERS Allocation of flats and the OWNERS herein in liable to pay the rates and taxes in respect of the OWNER'S Allocation of the building from the date of taking over the said allocation effectively complete in all respect in the manner aforesaid. After allotment of OWNERS allocation to the OWNERS, the Developer shall be responsible and liable for payment of rates and taxes including discharge of any statutory liabilities in respect of the Developer' Allocation in the proposed building.

The Developer shall handover the possession of the OWNERS allocation in the proposed building to be constructed on the said premises within 12 months from the date of signing of this agreement.

If the Developer fails to complete construction and/or complete the said Building during the said period, then in that case the OWNERS shall extent 6 (six) months as grace period for completion of construction.

The OWNERS shall handover original copy of all deeds and documents including Tax receipt of the KMC and Mutation Certificate, Government Revenue receipt in respect of the First Schedule property to the Developer at the time of execution hereof and after selling of Developer's allocation the Developer shall return all documents to the OWNERS.

The OWNERS undertake to execute and register a Development Power of Attorney only in favour of the Developer herein for the purpose of or in connection with and in relation to development of the First Schedule land and construction thereupon the proposed building limits upto conducting the necessary negotiation with the intending buyers in respect of the residential flat/units under the Developer's Allocation excluding the OWNERS Allocation, unilateral right to sign and execute any agreements for sale or Deed or Deeds of Conveyance in favour of the intending buyers/transferees in respect of the Developer's Allocation.

The ultimate roof of the building shall be the common for all occupants of the building including OWNERS.

The Developer shall have right to negotiate with the intending buyers for sale and transfer of the residential flats/units in respect of the Developer's Allocation.

The OWNERS are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land. The Developer has inspected and/or made necessary searches and satisfied about the marketability of title of the OWNERS enters into this Agreement.

The said land is free from all encumbrances, charges, liens, lis pendentes, acquisition, requisition, notice of acquisition notice of requisition and trust whatsoever nature or howsoever and the OWNERS have good and marketable title in respect of the said land.

ARTICLE-III

The OWNERS hereby grant subject to what has been hereunder provided exclusive right to the Developer to build construct, erect and complete the said building or buildings on the said land strictly according to the plan sanctioned by Kolkata Municipal Corporation and to commercially exploit the same by entering into an Agreement for Sale and otherwise complete or transferring in respect of the Developer's allocations herein mentioned as per terms and conditions of this Agreement.

To get all applications, plans and other papers and documents signed by the OWNERS as may be required by the Developer for the purpose of obtaining approval of the Building Plan or any modification, therein from the appropriate authorities, shall be prepared and admitted by the Developer on behalf of and in the name of the OWNERS at the entire Developer's costs and expenses and the Developer shall pay and bear all charges and expenses required to be paid or deposited for development of the said property, PROVIDED HOWEVER THAT the Developer shall exclusively entitled to all refunds of any of all payments and/or made by the Developer. The Developer shall construct said building on the said land at its own costs.

Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNERS of the said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer but to commercially export the same

The Developer shall at first on completion of the new building put OWNERS in undispersed vacant possession of the OWNERS allocation as mentioned below in the said new building as OWNERS allocation together with the all rights in common to the common portion within

SPACE ALLOCATION

ARTICLE-VI

Simultaneously with the execution of this Agreement the OWNERS will put the Developer in physical possession of the said land for proposed construction of the new building subject to payment of outstanding KMC taxes till handing over possession in the newly building by the Developer to the OWNERS.

POSSESSION

ARTICLE-V

in respect of Developer's allocation subject to fulfillment of the terms and other authorities as the case may be and to transfer/sell the flats/space Kolkata Municipal Corporation, W.B.S.E.D.C. Ltd/CESC and such different authorities in connection with the proposed constructions of the building and also for pursuing and following up the matter with different authorities in connection with the proposed constructions of the building and for obtaining all necessary permission and sanction from allocation and for obtaining all necessary permission and sanction from amount from the intending Purchaser/ Purchasers of the Developer's proposed building and for sale and registration of Deed of Conveyance of Developer's allocation for receiving earnest money, consideration in terms from the Developer's Power of Attorney to construct

ARTICLE-IV

The OWNERS shall execute Development Power of Attorney to construct building in the manner hereinafter stated.

the stipulated period of 12 months from the date of signing of this agreement.

After the allocation to the OWNERS and to Developer of its allocation in the manner herein hereto provided all common passage, corridors shall belong to the parties herein hereto provided all common passage corridors shall belong to the parties herein in proportionate to their respective allocation.

The Developer shall be exclusively entitled to sale/transfer the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the OWNERS and the OWNERS shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided the Developer shall first handover the possession to the OWNERS of their allocation upto their satisfaction. It is to be mentioned that unless and until the possession of the OWNER'S allocation is not been handed over or delivered to the OWNERS herein by the Developer herein, the Developer shall have no right to deliver the possession to its intending purchasers or its nominees and/or assignees from its allocation.

That during construction work if any dispute arises regarding title of the schedule property/land in that case the Developer shall not pay any compensation to the OWNERS.

In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the OWNERS however that such dealing shall not in any manner fasten or create any financial liability upon the OWNERS. The OWNERS also shall not be in any way responsible financially or otherwise to third party for booking of any flats/units of the Developer's allocation. The Developer will have the responsibility/liability out of any accident during the period of construction.

ARTICLE-VII
(CONSIDERATION)

In consideration of the OWNERS having agreed to permit the Developer to commercially exploit the said land in accordance with the plan sanctioned by Kolkata Municipal Corporation and the Developer agreed to allocate to the OWNERS all that the property mentioned in the OWNER'S allocation stated above.

ARTICLE-VIII
(BUILDING)

The Developer shall at its own costs construct, erect and complete the proposed building at the said premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation with good and standard materials as may be specified by the Architects from time to time.

Subject to aforesaid the decision of the Architects regarding the quality of the materials shall be final and binding upon the parties herein.

The Developer shall install/erect in the said proposed building at the own costs viz, as per the specification and drawing provided by the Architect, pump or water storage reservoir, overhead tanks, septic tank, permanent electric connection temporary electric connection as would be obtained from time to time however the Developer at its costs and expenses shall obtain temporary electric connection and other facilities as are required to be provided in a residential and/or multi storied building having self-contained apartments constructed for sale of flats therein on ownership basis as mutually agreed herein.

The Developer shall at its costs and expenses and without creating any financial liability upon the OWNERS construct and complete the said

proposed building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof to be approved by the Kolkata Municipal Corporation.

All costs charges and expenses including architects' fees for the sanction of the plan shall be borne/ discharged by the Developer.

ARTICLE-IX

(Common facilities)

The Developer shall pay and bear all shares of property taxes in respect of the said land until the possession letter of and handing over possession to all the OWNERS of the proposed building.

As soon as construction of the proposed building is completed the Developer shall give written notice to the OWNERS, requiring the OWNERS to take possession of the OWNER'S allocation in the building having been completed in all respect.

The OWNERS and the Developer shall punctually and regularly pay their respective proportionate rates and taxes to the concerned authorities as would be imposed from time to time.

Any transfer or any part of the OWNERS or Developer's allocation in the proposed building shall be subject to other, provision hereof and such transferees, shall thereafter be responsible in respect of the space transferred to pay the said proportionate rates and service charges for the connection facilities in the new building.

The OWNERS shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said proposed building and shall render all possible co-operation and assistance to the Developer as may be required from time to time, for

the purpose of construction of the proposed building at the said premises as per terms of this Agreement.

ARTICLE-X

(OWNER'S OBLIGATION)

To make out a marketable title in respect of the said property free from all encumbrances, charges, liens, lis pendences, attachments trust whatsoever or howsoever and shall answer all questions as may be required by the Developer. All the original papers and documents, certified copy or copies thereof duly certified to be true copy shall be handed over to the Developer.

The OWNERS hereby agree and covenant with the Developer not to act or to cause any interference or hindrance in the construction based on the said terms of this Agreement.

The OWNERS agreed and covenants with the Developer not do any act or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the building subject to the OWNER'S allocation will be handed over first.

ARTICLE-XI

(DEVELOPER'S OBLIGATION)

The Developer hereby agrees and covenants with the OWNERS not to violate or contravene any of the provisions of rules applicable for construction of the said building and as well as rules by the Kolkata Municipal Corporation.

The Developer at its own cost and expenses will complete the construction of the proposed building/buildings within 12 months from the date of signing of this agreement. The period may be extended

subject to force majeure or other unavoidable circumstances. The OWNERS shall not pay any amount for such constructional work.

The Developer hereby agree and covenant with the OWNERS not to do any deed or thing whereby the OWNERS is prevented from enjoying selling assigning and/or disposing of any of the OWNER'S allocation in the said proposed building at the said premises.

The Developer shall be entitled to receive the booking money as well as full consideration money in respect of its allocated flat/allocation from the intending Purchaser or Purchasers at its sole discretion but at the sole responsibility and sole financial liability of the Developer and same shall be enjoyed by the Developer. The OWNERS are not in any way liable to the Third Party and intending purchasers of the flats financially and otherwise.

That all work men, engineers, technicians, architects shall be appointed for the purpose of construction/erection of the proposed building at the discretionary of the Developer and the OWNERS shall not interfere in any way with the construction of the said building complex.

(DEVELOPER'S INDEMNITY)

The Developer hereby undertake to keep the OWNERS indemnified against all third-party claims, accident during construction, liabilities of others and actions arising out of any sort of act omission or commission of the Development in relation to the construction of the said building.

The Developer hereby undertakes to keep the OWNERS indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said land and in the matter of construction of the said building and/or for any defect therein.

ARTICLE-XII

(TITLE DEEDS)

The original documents in respect of the said property shall be kept with the Developer who shall hold such documents during the substance of this Agreement and the Developer shall have liberty to ask the OWNERS to allow inspection to the customers of the Developer and/or to Developer may allow them to make extracts of the title and produce the same of true copies thereof when documents are needed by the Developer for legal revenue or other such causes.

After transfer Developer's allocation portion to any third party the Developer will hand over the original copy of the title deed to the OWNERS from whom received and the intending Purchaser/Purchasers shall get a Xerox copy of the same.

ARTICLE-XIV

(MISCELLANEOUS)

The OWNERS and the Developer have entered into the Agreement purely as a construct and nothing contained herein shall be deemed to be constructed as a Partnership between the Developer and the OWNERS.

The Developer shall frame scheme for the management and administration of the said property and/or regulation and the OWNERS hereby given their consent to abide by the same.

Any notice required be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the OWNERS if deliver by hand and duly acknowledge or sent registered post to the registered office of the Developer.

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

That neither party shall use or permitted to be used their respective allocation of the building or any portion thereof for carrying on any illegally or immoral trade or activities.

The Developer at its own risk and responsibility shall have the right to borrow money from any Bank or any financial institution without encumbering the First Schedule property in any manner whatsoever and without creating any liability upon the OWNERS, for the purpose of construction of the proposed building and the Developer will be liable to meet up the borrowed amount to the bank or financial institution with its own risk and responsibility without encumbering the OWNER'S allocation in any manner whatsoever.

Cost for mother meter will be paid by OWNERS in proportionate share.

District Courts of South 24 Parganas and High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions suits and proceeding arising out of these presents between the parties hereto.

ARTICLE-XV

FORCE MAJEURE

Shall mean and include earth quake, commotion, flood, riot, storm, heavy rain falls and other natural calamities.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Entire Properly)

ALL THAT piece and parcel of Bastu land measuring more or less **6** (Six) Cottahs **more or less** together with **100 Sq.ft.** more or less asbestos shed with 12 feet wide common passage on the Western side of the premises for ingress and egress comprised in Touzi No. 14, J.L No.48, Revenue Survey No. 176, of Mouza Brahamapur, Pargana Magura, lying and situated under R.S Dag No. 1034 and R.S Khatian No. 809, within the limits of the Kolkata Municipal Corporation being **KMC Premises No. 84/1, Panchanantala, Kolkata 700096, Assessee No. 31111609206, District South 24 Paraganas**, Sub Registry Office at Alipore, and which is butted and bounded as follows:

ON THE NORTH -Part of R.S Dag No. 1036

ON THE SOUTH -R.S Dag No. 1034(P)

ON THE EAST -RS Dag No. 1035 (P)

ON THE WEST - Part of R.S Dag No. 1034 and 12 ft wide road

THE SECOND SCHEDULE ABOVE REFERRED TO
(ALLOTMENT OF ALLOCATION TO THE OWNERS)

The Developer shall provide the OWNER'S allocation in the Building to be constructed on the said premises in the following manner:

OWNERS will get **50%** share of total F.A.R and/or total constructed area of the proposed building i.e.

ALL THAT (1) entire Ground Floor (2) Flat No. C-3 on the Second floor (South-East-West side) measuring 700 sq.ft more or less super built up area (2) Flat No. C-4 on the Second floor (South-East-West

side) measuring 750 sq.ft more or less super built up area and remaining share will be adjusted with market price of the flat of the said Three storied building including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE ALLOCATION OF THE DEVELOPER)

Developer will get rest 50% share of total F.A.R and/or total constructed area of said proposed building (except OWNER'S allocation) i.e.

ALL THAT (1) entire First Floor, (2) Flat No. C-1 on the Second floor (North-East-West side) measuring 825 sq.ft more or less super built up area (2) Flat No. C-2 on the Second floor (North-East-West side) measuring 675 sq.ft more or less super built up area of the said Three storied building including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with right to enter into Agreement for Sale or transfer of Flats, spaces within the Developer's Allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

The Ultimate roof of the Building shall be the common for all occupants of the Building including OWNERS.

The Developer shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON PORTIONS)**

- I) Areas:
 - a) Entrance and exits.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, stair case landing stair head room and lobbies on all the floors of the Building.
- II) Water, Pumping and Drainage.
 - a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of the Unit and/or exclusively for its use).
 - b) Water supply system.
 - c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.
- III) Electrical Installations:
 - a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
 - b) Lighting of the common portions.
 - c) Electrical installations relating to receiving of electricity.
- IV) Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-OWNERS.

V) Roof: Roof of the Building and open space on the Ground Floor of the Building shall be are as common.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF WORKS SPECIFICATION IN RESPECT OF THE
BUILDING)**

STRUCTURE AND FOUNDATION:

Building designed on R.C.C. foundations with Ambuja/Ultratrac cement confirming to Kolkata Municipal Corporation Rules or as per sanctioned Plan, floor and Design.

FLOORING

FLOORING & SKIRTING:

All rooms and verandah will have Vitrified Tiles finished all around with dado, stairs will have Marble finish.

TOILETS:

All toilets will be provided with pipe for General water, standard white basin, pan or commode, all toilets walls will have glaze tiles upto 4' height all around and 5'-6' height in bath in area and floor will have Marble finished.

KITCHEN:

Kitchen will have One black stone shelf and one Steel sink and floor will have caste in Marble finished.

DOORS & DOORS FRAME:

All doors will have and wooden frame and 1 1/2 'thick flush door having commercial ply, Main Entrance door will be flash door, Collapsible gate on the ground floor.

WINDOW FRAME & GRILLS:

All window frames shall be made of Aluminum and shutters with M.S. Grills of suitable design with 3mm smoke Glass.

INTERNAL WALLS:

Plaster walls finished with Putty. Bricks work will be done as per KMC Plan.

EXTERNAL WALLS:

External walls to be two coated with water proof cement paint such as Asian Paint with Weather Coat.

STAIR CASE:

Plaster wall finished with white lime-wash.

ELECTRICAL:

All concealed wiring of Finolex/Havel's in every rooms, toilet, kitchen, living-cum-dining and veranda.

BED ROOMS:

1. One bracket light point.
2. One tube-light point.
3. One ceiling fan point.
4. One night lamp point.
5. One 6 Pin Plug point on Switch Board.
6. One A.C line

**LIVING/DINING:**

1. One tube light points.
2. One bracket light point.



3. One ceiling fan points.
4. One 5 Amp Point.
5. One 5 Pin Plug Point on Switch Board.
6. One Electric Cell Bell attached at Flats entrance.

KITCHEN:

1. One ceiling light point.
2. One exhaust fan point.
3. One 15 Amp Point.
4. Microoven point
5. Chimney point

TOILET:

1. One light point
2. One exhausts Point
3. Washing Machine point

ELECTRIC METER:

A separate electric meter shall be provided for each flat at the cost security deposits to be paid reimbursed by the intending buyers of flats holder.

The Developer shall provide for the electrical meter for common services including stair case lighting at costs but the amount of deposit shall be proportionately recorded from the intending buyers or flats holder.

PLUMBING:

Concealed Pipe for water line for basin, shower and tap in attached toilets, one inlet and outlet connected for kitchen, sink.

WATER:

The Developer provides K.M.C water from underground reservoir.

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

SIGNED, SEALED & DELIVERED

By the parties hereto

in presence of :-

WITNESSES :-

1. Anarali Buranwala
92, R.K. Pally.
Kol-96

K. Rizvi
Sonu Buranwala

2. Faruqi Ali Gazi
Alipore Police Court
Kol-27.

SIGNATURE OF THE OWNERS
M.S. FRIENDS CONSTRUCTION

Susanta Seal

M.S. FRIENDS CONSTRUCTION
Bijay Seal

PARTNER

M.S. FRIENDS CONSTRUCTION
Swendu Chakraborty

SIGNATURE OF THE DEVELOPER

DRAFTED BY ME
Rajesh Laskar

WB/29409

ADVOCATE

ALIPORE COURT, KOL-27



Sonu

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

SIGNATURE. Sonu Bhatanwalla



K. Riyar

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

SIGNATURE. K. Riyar



Susanta Seal

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

SIGNATURE... *Susanta Seal*



Bijj

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

SIGNATURE... *Bijj Goelgat*