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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is attested to registration. The Signature Sheet and endorsement Sheets Attached to the document are the parts of the document.

Additional Joint Sub-Registrars  
Coimbatore, 21st Aug 2024

21 AUG 2024

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 21st day of August, 2024 (Two Thousand and Twenty Four) A.D.

BETWEEN

(1) **MR. ADHIR NATH BASU (PAN-DFWPB8485L, Aadhaar No.-9558 8656 5154)**, son of Late Anilendra Nath Bose alias Basu, by faith- Hindu, by Occupation- Retired, by Nationality-Indian, residing at 368/2, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (2) **MR. ASHIT NATH BOSE (PAN-AMYPB6499C, Aadhaar No.-7973 6780 8864)**, son of Late Anilendra Nath Bose alias Basu, by faith- Hindu, by Occupation- Retired, by Nationality-Indian, residing at 368/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, hereinafter jointly referred to and called as the **"LANDOWNER/VENDOR"** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART;**

**AND**

**DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N)**, a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District-North 24-Parganas, represented by its Directors (1) **MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394)**, son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (2) **MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.-7929 7044 1978)**, son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (3) **MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360)**, son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) **MR. KUNTAL SARKAR (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007)**, son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, all



are by faith- Hindu, by Occupation- Business, by Nationality- Indian, hereinafter referred to and called as the '**DEVELOPER**' (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Partners, Successors-in-Office, legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** one Krishna Chandra Adak, son of Late Girish Chandra Adak of 11, Goala Bagan, Patipukur was recorded owner in respect of **ALL THAT** piece and parcel of land measuring about 46 Decimals more or less, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas and also in other Dags and Khatians.

**AND WHEREAS** aforesaid Krishna Chandra Adak while was enjoying the same by virtue of a Registered Bengali Kobala Deed dated 24/07/1965 sold, conveyed and transferred a portion of his land in favour of (1) Sri Shakti Nath Moitra, son of Late Prafulla Nath Moitra, of 64, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (2) Sri Manmatha Nath Basu, son of Late Bipradas Basu, of 55, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (3) Sri Bhanwar Lal Bhanshali, son of Late Hira Lal Bhanshali, of 436, G.T. Road North, P.S.- Golabari, District- Howrah and the said Deed was duly registered in the office of the S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-90, Pages - 280 to 284, Being No.-6710 for the year 1965 against valuable consideration mentioned therein.

**AND WHEREAS** aforesaid Shakti Nath Moitra and Two others after getting this land divided the said land into different plots and also purchased land by a Registered Kobala Dated 13/11/1968 from Sri Ganesh Chandra Das for the purpose of passage, which leads to 16 feet wide Jawpur Road and situated at Mouza-Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in comprising in C.S. Dag No.- 1717, R.S. Dag No.- 5186, under R.S. Khatian No.-1414, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas and subsequently aforesaid Shakti Nath Moitra and Two others by virtue of a Registered Bengali Kobala Deed dated 13/11/1968 sold conveyed and transferred **ALL THAT** piece and parcel of 01

Cottah 12 Chittacks 38 sq. ft. more or less, being Scheme Plot No.-19, situated at Mouza-Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas, in favour of Sri Anilendra Nath Basu, son of Late Jatindra Nath Basu of 18/3, Seven Tanks Lane, Calcutta-700030, District- 24-Parganas and said Deed was duly registered in the office of the S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.- 123, Pages-10 to 14, Being No.-8157 for the year 1968 against valuable consideration mentioned therein.

**AND WHEREAS** aforesaid Anilendra Nath Basu by virtue of aforesaid Registered Deed got possession of the aforesaid land and thus seized and possessed of the same as sole and absolute owner and mutated his name in the record of the South Dum Dum Municipality as owner of Holding No.-669 and Premises No.-549, and sold a portion of the said land measuring 02 Chittacks 10 sq. ft. more or less and retained 01 Cottah 10 Chittacks 28 sq. ft. of land more or less and divided the said land into two halves, out of which one is measuring 10 Chittacks 40 sq. ft. marked as "B" and another land is measuring 10 Chittacks 40 sq. ft. marked as "C" and also there is residue land of 04 Chittacks 38 sq. ft. of land more or less and while was enjoying the same died intestate on 26/08/1978 leaving behind surviving his wife, namely, Santilata Basu and Four sons, namely, Amit Nath Basu, Alok Nath Basu, Adhir Nath Basu and Asit Nath Basu as his legal heirs to the aforesaid property as per provisions of Hindu law of Succession having undivided  $1/5^{\text{th}}$  share in each

**AND WHEREAS** aforesaid Santilata Basu, Amit Nath Basu, Alok Nath Basu, Asit Nath Basu by virtue of a Deed of Gift (Danpatra Dalil in Bengali form) dated 04/11/1992 gifted and transferred their undivided  $4/5^{\text{th}}$  share of Plot C in favour of Adhir Nath Basu and said Deed was duly registered in the office of the A.D.S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-138, Pages-109 to 116, Being No.-5850 for the year 1992.

**AND WHEREAS** aforesaid Santilata Basu, Amit Nath Basu, Alok Nath Basu, Adhir Nath Basu by virtue of another Deed of Gift (Danpatra Dalil in Bengali form) dated 04/11/1992 gifted and transferred their undivided  $4/5^{\text{th}}$  share Plot B in favour of Asit



Nath Basu and said Deed was duly registered in the office of the A.D.S.R. Cossipore-Dum Dum and recorded in Book No.-I, Volume No.-138, Pages-117 to 124, Being No.-5851 for the year 1992.

**AND WHEREAS** aforesaid Santilata Basu, Amit Nath Basu, Alok Nath Basu, Adhir Nath Basu by virtue of a Bengali Kobala Deed dated 04/11/1992 sold, conveyed and transferred their undivided 4/5<sup>th</sup> share of residue land measuring about 04 Chittacks 38 sq. ft. more or less in favour of Asit Nath Basu and said Deed was duly registered in the office of the A.D.S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-138, Pages-125 to 134, Being No.-5852 for the year 1992.

**AND WHEREAS** Bijay Krishna Porel was the owner in respect of 26 Decimals of land more or less (05 Decimals comprising in R.S. Dag No.-5203, under R.S. Khatian No.-1421 AND 01 Decimal comprising in R.S. Dag No.-5202 under R.S. Khatian No.-1426 AND 20Decimals comprising in R.S. Dag No.-5211, under R.S. Khatian No.-494) equivalent to 15 Cotthas 12 Chittaks more or less land, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas, and while was enjoying the same as sole and absolute owner, in the year 1965 by virtue of a Registered Bengali Kobala Deeds old, conveyed and transferred a portion of his land in favour of (1) Sri Shakti Nath Moitra, son of Late Prafulla Nath Moitra, of 64, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (2) Sri Manmatha Nath Basu, son of Late Bipradas Basu, of 55, Jaipur Road, P.S.- Dum Dum, Calcutta-700030, District- 24- Parganas (3) Sri Bhanwar Lal Bhanshali, son of Late HiraLal Bhanshali, of 436, G.T. Road North, P.S.- Golabari, District- Howrah and the said Deed was duly registered in the office of the S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-75, Pages-196 to 199, Being No.-5416 for the year 1965 against valuable consideration mentioned therein.

**AND WHEREAS** aforesaid Shakti Nath Moitra and Two others by virtue of aforesaid Deed got possession of aforesaid land and subsequently aforesaid Manmatha Nath Basu died intestate leaving behind surviving his wife, namely, Nanibala Basu and Two sons, namely, Santosh Kumar Basu and Samir Kumar Basu as his legal heirs to inherit his 1/3<sup>rd</sup> share of aforesaid land measuring 05 Cottahs 05 Chittacks more or

less as per provisions of Hindu law of Succession and during joint enjoyment of the aforesaid land sold and transferred 02 Cottahs 13 Chittaks of land more or less and by virtue of a Registered Bebgali Kobala Deed dated 28/08/1974 residue land measuring 02 Cottahs 13 Chittaks of land more or less was sold and transferred in favour of aforesaid Shakti Nath Moitra and Bhanwar Lal Bhanshali and the said Deed was duly registered in the office of the S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-114, Pages-198 to 202, Being No.-7132 for the year 1974 against valuable consideration mentioned therein.

**AND WHEREAS** aforesaid Shakti Nath Moitra and Bhanwar Lal Bhanshali subsequently mutually partitioned their lands amongst themselves and thus seized and possessed of their lands in a demarcated way and subsequently aforesaid Shakti Nath Moitra died intestate leaving behind his wife, namely, Basanti Moitra, Two sons, namely, Somenath Moitra and Anirban Moitra and One Daughter, namely, Sharmila Chakraborty, wife of Sri Samar Chakraborty, all of 64, Jawpur Road, P.S.- Dum Dum, Calcutta - 700030, as his legal heirs to inherit the aforesaid property as per provisions of Hindu law of Succession and thus aforesaid Basanti Moitra and Three others became joint and absolute owners in respect of the property left by the deceased Shakti Nath Moitra and subsequently by virtue of a Registered Bengali Kobala Deed, which was executed on 02/07/1987 and registered on 03/07/1987 sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 03 Chittacks 36 sq. ft. of land more or less, being Plot No.-21A, lying and situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in R.S. Dag No.-5203, under R.S. Khatian No.-1421, under South Dum Dum Municipality, under S.R. Cossipore- Dum Dum, under P.S.- Dum Dum, District- 24-Parganas and the said Deed was duly registered in the office of the A.D.S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-61, Pages-333 to 340, Being No.-3114 for the year 1987 against valuable consideration mentioned therein and due to some typographical mistake in the aforesaid Deed aforesaid Basanti Moitra and Three others on 27/03/1997 executed and registered a registered Deed of Declaration (Ghoshona Patra in Bengali form) in favour of aforesaid Asit Nath Basu and the said Declaration was duly registered in the office of the A.D.S.R. Cossipore- Dum Dum and recorded in Book No.-I, Volume No.-50, Pages-159 to 162, Being No.-2079 for the year 1997.



**AND WHEREAS** aforesaid Asit Nath Basu and Adir Nath Basu mutated their names in the record of the South Dum Dum Municipality as owners of 368/1 and 368/2 respectively and subsequently amalgamated their lands into One Holding and mutated their names in the recorded of the South Dum Dum Municipality as joint owners of Holding No.-549, S.H.K.B. Sarani, Premises No.- 549, S.H.K.B. Sarani (Jawpur Road), Kolkata-700074 in respect of 01 Cottah 14 Chittacks 19 sq. ft. more or less and constructed one storied structure thereon and also mutated their names in the L.R. Record Right in respect of 2.76 Decimals of land out of which name of Ashit Nath Basu was recorded in respect of 1.63 Decimals of Shali land comprising in L.R. Dag No.-5200, under L.R. Khatian No.-2602 and name of Adhir Nath Basu was recorded in respect of 1.13 Decimals of Shali land comprising in L.R. Dag No.-5200, under L.R. Khatian No.-2603 and thus Asit Nath Basu and Adir Nath Basu, the present owners herein became joint owners in respect of **ALL THAT** piece and parcel of SHALI land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure more or less**, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.-549, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, more fully and particularly described in the Schedule "A" herein below and enjoying the same as joint owners without any interruption from any corner whatsoever as free from all encumbrances and the present Vendors decided to develop the aforesaid and below mentioned "A" Schedule property but due to insufficient cogent grounds and other sufficient reasons and also due to lack of finance and lack of technical expertise the owners herein could not construct building and/or buildings on the said plot of land and is searching for a reputed Developer Firm, who would construct multi-storied building on the said land under certain terms and conditions interalia at its own costs and expenses after obtaining necessary sanction from the competent authority and knowing the very intention of the owners, the Developer Firm

through its Partners, approached the Landowner to allow the Firm to construct said proposed multistoried building on their land/Premises, which the Landowner herein have accepted the same and decided to enter into a Development Agreement with the Developer Firm herein.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

### **ARTICLE - I-DEFINITIONS -**

In this present unless there is anything repugnant to or inconsistent with: -

**1.1 OWNER:-** shall mean the aforesaid (1) **MR. ADHIR NATH BASU** (2) **MR. ASHIT NATH BOSE** and their respective heirs, legal representatives, administrators, executors & assigns.

**1.2. DEVELOPER:-** shall mean and include the **DCS LANDMARK DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas.

**1.3 TITLE DEEDS:-** shall mean all the documents of title relating to the said land and premises which shall be handed over in original to the Developer at the time of execution of the Agreement.

**1.4 PREMISES/PROPERTY:-** shall mean **ALL THAT** piece and parcel of **SHALI** land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure and R.T. Shed structure more or less**, situated at Mouza-Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.-549, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum



Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District- North 24-Parganas.

**1.5 NEW BUILDING:** -shall mean the Multistoried Building (G+ upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per Plan to be sanctioned by the South Dum Dum Municipality.

**1.6 COMMON AREA FACILITIES AND AMENITIES:-** shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and other facilities, Lift, Lift Duct, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owner and the Developer.

**1.7 COVERED AREA:-** shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/Lift etc. It is applicable for individual unit.

**1.8 CARPET AREA:-** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**1.9 SALEABLE SPACE:-** shall mean the flat/units/Shop/Garage/space in the building available for independent use and occupation of the self-contained flats/units after making due provision for common amenities and facilities for better enjoyment against consideration.

**1.10 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE:** - shall mean and include the total covered area of the unit plus 25% service area, over the aforesaid total covered area, is applicable for individual unit.

**1.11 BUILDING PLAN:-** shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the South Dum Dum Municipality or by appropriate authority over the amalgamated land. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed

and/or made afterwards by the Developer from time to time through the owner or by itself.

**1.12 OWNER'S ALLOCATION:** - shall mean as follows: - The Land Owners will get their fixed Allocation on the proposed Multi-storied Building, which will be standing on the amalgamated land are as follows:-

**Mr. Adhir Nath Basu** will get Two Nos. of Flats, each one is measuring 300 sq. ft. Super Built up area, on the Top Floor and each Flat will consist of 01 Bed Room, 01 Kitchen and 01 Toilet

**Mr. Ashit Nath Bose** will get (a) One Flat measuring 600 sq. ft. Super Built up area on the 1<sup>st</sup> Floor and (b) One single Room measuring 125 sq. ft. Super Built up area on the Ground Floor, Back Side [with option to purchase additional area (if the Developer thinks fit and proper) on the back side of the Ground Floor adjacent to aforesaid single Room from the Developer's Allocation at such rate as the Developer thinks fit and proper].

Be it pertinent to mention here that after getting the Owners' Allocation, the present owners shall have to execute Deed of Partition, Deed of Gift and/or other registered document to enjoy their portion in a demarcated way and after execution and registration of aforesaid documents, Owners' Allocation will take effect.

**1.12 DEVLOPER'S ALLOCTION:-** shall mean the remaining area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

**1.13 TRANSFER:** - shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

## **ARTICLE - II : COMMENCEMENT & DURATION**

2.1. This agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flats/units/Garages/spaces to the intending



purchasers and also after delivery of possession to the flat owners and landowners and after formation of the flats/units owners' Association, if required.

### **ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES**

**3.1** The owners hereby declare that they are the absolute owners of the 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owner has good and marketable title over the said land.

**3.2** That the owners hereby agreed that they will not grant lease, mortgage, charge or encumber the 'A' schedule property in any manner whatsoever during the existing/substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

**3.3** That the owner hereby agrees to deliver vacant possession of the 'A' schedule property before sanction of the Building Plan from the South Dum Dum Municipality or as mutually settled by the parties hereto.

**3.4.** That the owners hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Complaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the owners also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owners herein, which will be paid by the Developer initially and afterwards, which will be paid by the Owners to the Developer. *Be it pertinent to mention here that the Developer shall have every right to sign all petitions, Affidavit, Deeds, Complaints, written objection, proposed Site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation,*

*Agreement for Sale and all other necessary Documents on behalf of the owners in the South Dum Dum Municipality and/or before all other appropriate Authorities after due Registration of Registered Development Agreement and Registered Development Power of Attorney.*

**3.5.** That the owners shall be liable and responsible for litigation, if any dispute arises due to defects on his part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the Developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer.

**3.6** That the owners hereby undertake to deliver and/or handover all the Original documents to the Developer at the time of execution of this Agreement.

**3.7** That the Owners hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorised the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project, without raising any objection to that effect save and expect the owners' allocation as mentioned.

**3.8** The Owner hereby agrees to execute a Registered Development Power of Attorney or likewise, in favour of the Developer or its nominated person(s) in respect of the Developer's Allocation and/or Registered General Power of Attorney and also for the purpose of addition, alteration, revision of sanctioned building plan, Amalgamation Plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owners and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their respective signatures on the Agreement for Sale, Deed of Conveyance



after delivery of possession of the owners' Allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owners herein will join in the Deed of Conveyance as owners for Transfer the Units/Spaces to the intending purchaser(s).

**3.9** The owners hereby undertake not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period (as mentioned in point 3.10), then the owners will be entitled to take steps as per law time being in force with due notice thereon. Be it mentioned here that the Time will be essence of the contract.

**3.10.** That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively in the name of the Developer and also by invoking new Director in the Company at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 30 (Thirty) months from the date of obtaining the Sanctioned Building Plan and/or from the date of clearance of all the papers and documents and/or delivery of vacant possession, which is later and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6 (Six) months and also for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer will fail or neglect to handover the possession of Owners' Allocation within the said stipulated 36 (Thirty Six) months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law.

**3.11.** That the Owner further declares and undertakes that the Owner's Allocation will be allotted in the newly constructed Building as per sanctioned Building Plan duly sanctioned by the concerned Municipality/Sanctioning Authority, which may have some alterations, Additions or Modifications as per norms, rules and regulations of the concerned Municipality or Sanctioning Authority and which may differ from the Plan

submitted by the Developer and in that case Owner shall have no objection to receive Owner's Allocation in changed circumstances and receive the Owner's Allocation without raising any objection and to that effect an Unregistered and/or Registered Supplementary Agreement to be executed by and between the Owner and Developer. Be it pertinent to mention here that the Owners are hereby agreed that they shall not demand any further area in the Multi-storied Building i.e. G+4 and/or upper-storied Building irrespective of volume of construction i.e. Five and/or upper-storied as to be constructed as per sanctioned building Plan and such additional area will be treated as Developer's Allocation.

**ARTICLE - IV:**  
**DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION**

- 4.1** The Developer hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan to be sanctioned by the South Dum Dum Municipal Authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+Upper-storied Building will be submitted for sanction before the South Dum Dum Municipality.
- 4.2** The Developer hereby declares that the Developer will obtain sanction plan as early as possible and also undertake to take care of local hazards or accident during the continuation of construction and the owner shall have no liability to that effect.
- 4.3** All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/Alteration of the building plan shall be submitted by the developer with due signature of the owners or on behalf of the owner as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.
- 4.4** The Developer hereby agreed to deliver possession of the owner's allocation in the proposed new building within 30(Thirty) months from the date of obtaining the Sanctioned Building Plan and/or from the date of clearance of all the papers and documents and/or delivery of vacant possession, which is later, and if required, the



owner will further allow 6 months for delivery of possession of the Owners' Allocation without claiming any damages. ***It is also agreed that the delivery of possession of the owners' allocation and Developer's Allocation will be made simultaneously*** and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that ***the Developer will obtain Completion Certificate (C.C.)/ Occupancy Certificate (O.C.) at its own cost expenses*** and Xerox copy of the same will be given to all the owners/occupiers of the units of the newly constructed building.

4.5 That the notice for delivery of possession of the Owner's Allocation shall be delivered by the Developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card or through Electronic Mode and the owners are bound to take possession within 10 days from the date of service of this letter. If the owner fails to or neglected to do so, then it will be deemed that the Owner's Allocation already delivered and the Developer shall be entitled to transfer the Developer's allocation without any further notice.

4.6 That the owners shall have to clear all dues if any due is caused due to extra work other than specification of Unit as mentioned in schedule as mentioned below.

4.7 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owners shall have no responsibility for the same, if the Owners are not interfering during the construction and after completion of the building and after handover the same to the Owners and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

#### **ARTICLE - V. CONSIDERATION & PROCEDURE**

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's allocation.

5.2 That the owners hereby agreed and declared that immediately after execution of this Agreement shall deliver vacant possession in favour of the Developer and existing structure will be removed by the Developer at its own costs and expenses.

5.3 That if the Developer fails to complete the construction work in respect of the owners' allocation within the stipulated period as stated above, and then the Owners shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

#### **ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING**

6.1 The Developer shall on completion of the building put the owner in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/spaces etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the units/spaces together with right to proportionate share of land excluding the spaces/units provided under the Developer's Allocation in the premises to any prospective buyer(s) before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. ***The Developer shall on completion of the building shall obtain Completion Certificate / Occupancy Certificate from the Appropriate Authority concern at its own costs and expenses.***

6.4 That the developer shall install, erect and shall provide standard pump set, overhead Tank in the roof and underground reservoirs, electric wiring, sanitary fittings, Lift and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money



deposit for the new electric meter connection shall be paid by the owners to the Developer for his meters in the individual name of the Owner and the cost for common meter shall be borne by the owners proportionately as per the Developer's demand. It is also mentioned that the Developer will fix the sale rate for units/spaces etc. for Developer's allocation without consultation of the owners.

#### **ARTICLE - VII. COMMON FACILITIES**

**7.1** The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the units/spaces, all the unit/space owners will pay due according to their shares.

**7.2** As soon as the respective self-contained units are completed, the Developer shall give written notice to the owners requiring the owner to take possession of the owners' allocation in the newly constructed building and after 10(ten) days from the date of service of such notice and at all times, thereafter the owners shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever as applicable thereto or imposed by the local or Govt. Authority or any competent Authority (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owner's allocation the said rates to be apportioned prorata with reference to saleable space in the building, if any, are levied on the building as whole.

**7.3** The Owners and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes, GST and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer. The owners hereby agreed that they and Developer shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owners for the same the Developer will be entitled to get damages.

**7.4** The owners or their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the Developer shall be prevented

from construction and completing of the said building or to sale out the units/spaces to the intending purchaser/purchasers. If the Developer is prevented by the owners without any reasonable and/or justified reason, then the owners or their legal representatives shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

#### **ARTICLE - VIII. COMMON RESTRICTIONS**

**THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -**

**8.1.** Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

**8.2.** Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal authority concern in this behalf.

**8.3.** Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

**8.4.** The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

**8.5.** No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.



8.6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in compounds corridors or any other portion or portions of the building.

8.7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

#### **ARTICLE - IX. OWNERS' DUTY & INDEMNITY**

9.1. The owners doth hereby agree and covenant with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or his heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the Developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous Landowners, then owners will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2. The owners or their legal representatives herein will have no right/authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units/spaces of the Developer's Allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owners shall pay firstly total market price of the constructed area with damage together with interest on investment from the intimation for such intention.

9.3. It is agreed that the owners will not involve any of their workmen, contractor, agent or representative etc. or stage any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer.

9.4. That the owners and their legal heirs hereby declare and undertake that upon the demise of the owner(s), the legal heirs of the owner(s) will join the Development Agreement and also execute necessary Supplementary Development Agreement and also General/Development Power of Attorney, whether Registered and Unregistered and without any further demand also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

#### **ARTICLE - X. DEVELOPER'S DUTY**

10.1. That the Developer hereby agree and covenant with the Owners not to do any act, deed or things whereby the Owners are prevented from enjoying selling disposing of the Owner's Allocation in the building at the said premises after delivery of Re-possession thereof to the owners and also obtain Completion Certificate (C.C.)/ Occupancy Certificate (O.C.) from the competent Authority at its own costs and expenses.

10.2. The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The Developer shall also not interfere in any manner whatsoever to the sale proceeds and/or distribution and/or otherwise with regard to the owners' share or Allocation and also not to claim any amount from the sale proceeds of the owner's allocation.

#### **ARTICLE - XI. MISCELLANEOUS**

11.1 The Owners and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building shall be "as per choice of Developer".



**11.3** As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax, GST and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges of the building.

**11.4** The building to be constructed by the Developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

#### **ARTICLE - XII. FORCE MAJEURE**

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

#### **ARTICLE - XIII. LEGAL**

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred Court of law and/or other Forum and/or Authorities under the law time being in force with the amendment thereon as may be applicable and the jurisdiction will be High Court at Calcutta and its Subordinate Courts.

In case Agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

**THE SCHEDULE "A" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of SHALI land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure measuring about 1162 sq. ft. (612 sq. ft. Pucca structure and 550 sq. ft. Roof Tile Shed) more or less**, situated at Mouza-Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.-549, SahidHemanta Kumar BasuSarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), SahidHemanta Kumar BasuSarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, which is butted and bounded as follows:-

**ON THE NORTH:** - 16 feet wide Road

**ON THE SOUTH:** - Multi-storied Building

**ON THE EAST:** - Two-storied Building

**ON THE WEST:** - Two-storied Building

**THE SCHEDULE 'B' ABOVE REFERRED TO**  
**(OWNERS' ALLOCATION)**

**OWNERS' ALLOCATION** shall mean: - The Land Owners will get their fixed Allocation on the proposed Multi-storied Building, which will be standing on the amalgamated land are as follows:-

**Mr. Adhir Nath Basu** will get Two Nos. of Flats, each one is measuring 300 sq. ft. Super Built up area, on the Top Floor and each Flat will consist of 01 Bed Room, 01 Kitchen and 01 Toilet

**Mr. Ashit Nath Bose** will get (a) One Flat measuring 600 sq. ft. Super Built up area on the 1<sup>st</sup> Floor and (b) One single Room measuring 125 sq. ft. Super Built up area on the Ground Floor, Back Side [with option to purchase additional area (if the Developer thinks fit and proper) on the back side of the Ground Floor adjacent to aforesaid single



Room from the Developer's Allocation at such rate as the Developer thinks fit and proper].

Be it pertinent to mention here that after getting the Owners' Allocation, the present owners shall have to execute Deed of Partition, Deed of Gift and/or other registered document to enjoy their portion in a demarcated way and after execution and registration of aforesaid documents, Owners' Allocation will take effect.

**THE SCHEDULE "C" ABOVE REFERRED TO -**  
**(DEVELOPER'S ALLOCATION)**

**DEVELOPERS/PROMOTERS ALLOCATION** shall mean the remaining area after providing for Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

**THE SCHEDULE "D" ABOVE REFERRED TO -**  
**(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/ UNIT)**

**FOUNDATION WORKS:** -R.C.C Column Foundation (1:2:4)

**NATURE OF CONSTRUCTION:** -R.C.C Column Structure

**ROOF FINISH:** -R.C.C Roof Slab (1:2:4)

**DOORS AND WINDOWS:-** All doorframes would be shall wood and all doors would be standard flush, doors shutter would be 32 m. m. thick flushes, doors made of commercial ply and lock on the main door. Toilets would be P.V.C. door. All windows would have Aluminum Channel and Glass cover.

**FLOORING: -**

All bedrooms, dining and drawing would be furnished with Vitrified Tiles and Toilets and kitchen would be finished with Vitrified Tiles and walls of the toilets would have 60" high glazed tiles over the skirting.

**SANITARY AND PLUMBING: -**

Common toilet would be of matching size shower, two-bib cock and would be fitted with one Indian Type commode (White standard quality) with low P.V.C. Cistern (white) all

inside & outside plumbing lines are of P.V.C. & W.C. with one Indian Type white commode of Low P.V.C. (white) cistern two-bib cocks, one standard size white basin in dining / bathroom as desire by the Flat Owners, two-bib cocks in the kitchen.

#### **KITCHEN: -**

One Black Stone Platform with cylinder space on bottom, one steel sink, 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.

#### **ELECTRICAL WIRING: -**

Concealed wiring in all flats. Each flat will be provided with the following electrical points with good quality switch.

Bed Room	: - Light points- 2, Fan point-1, 5 Amp.-1.
Kitchen	: - Light point-1, Exhaust Fan point-1, 5 Amp.-1,
Common Toilet	: - Light point- 1, Exhaust Fan point-1,
Entrance	: - Door Bell point-1at entrance of the flat, Light point- 1,

#### **WATER SUPPLY: -**

Overhead and Underground Reservoir and standard pump set.

#### **PAINTING: -**

Plaster of Paris

Colour wash in outside wall and white wash in all common areas of the building.

#### **EXTRA WORK: -**

For all extra works and fittings as desired, party shall have to bear the cost as per our calculation and 50% of the calculated costs have to be deposited before start of the work.

#### **LIFT-**

Lift will be provided in the building of standard company.

**N.B.**•The proportionate charges will have to be paid for each Electric Meter in the name of individual owner for individual units & 440 Volt line and common Meter as demanded by the developer which will be binding upon all the parties including the land owners herein.



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

**SIGNED SEALED AND DELIVERED**

In the presence of the following

**WITNESSES:-**

1. Arati Bose.  
368/1, Jaopur Road.  
R.K. Park. Kd/- 74.

Adhirnath Basu

2. Arpita Bose  
368/1 Jaopur Road  
Ramkrishna Park.  
Kolkata - 700074

Arshil Nath Bose  
SIGNATURE OF THE LANDOWNERS

3. Angana Dutta Basu  
BA, Latafath Hossain Lane.  
Bebghata. Uria Bagam.  
Kolkata - 700085.

DCS LANDMARK DEVELOPERS PVT. LTD.

Abhijit Dutta  
Director

4. Aditi Basu (Ghosh)  
368/2, Sahid Hemanta Kumar  
Basu Sarani (R.K. Park)  
Kolkata - 700074

Debpendu Chakraborty

Kuntal Saman

Director

SIGNATURE OF THE DEVELOPER

Drafted by me as per instructions of the Parties hereto

Read over and Explained by me and Prepared in my office: -

Kousik Saha  
(KOUSIK SAHA)  
Advocate  
WB-1699/2001  
District Judges' Court, Barasat  
North 24-Parganas