(8)(0)6144/21 I-7261/21

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL 105864

District Sub-Registrar-IV
Alipore, South 24-Pgs.

THIS DEVELOPMENT AGREEMENT ALONGWITH DEVELOPMENT POWER OF ATTORNEY made this the 31st day of August Two Thousand and Twenty one (2021)

BETWEEN

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(1) SMT. CHITRA GHOSH, (PAN-AFLPG2739N), Aadhar No.8502 7102 5500, wife of Sri Samit Ghosh, by faith -- Hindu, by Occupation – Household work, by Nationality – Indian, residing at C-27, East Rajapur, P.O. Santoshpur, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata – 700 075, **(2) SMT. MAUSUMI DEBNATH, (PAN-AJJPD9209N), Aadhar No.5226 4255 8353,** daughter of Amal Chandra Debnath, wife of Mr. Sumit Majumder, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, permanently residing at Sibnagar College Road, Extension, P.O. Agartala College, P.S. East Agartala. Tripura (West), PIN-799004, presently residing at C-27, East Rajapur, P.O. Santoshpur, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata – 700 075, hereinafter called the **"OWNERS/ FIRST PARTIES"** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**

A N D

M/S. R.D. CONSTRUCTION, (PAN-ADKPD9711E), a proprietorship firm, having its office at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, represented by its Proprietor namely **SRI RABINDRA NATH DAS, (PAN - ADKPD9711E), (Aadhar No.8705 9712 9465),** son of Late Ram Chandra Das, by Occupation – Business, by faith - Hindu, by Nationality - Indian, residing at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, called and the **"DEVELOPER/SECOND PARTY"** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**

WHEREAS by virtue of a registered Deed of Sale dated 08.06.1984, registered in the office of District Sub-Registrar, Alipore, South 24 Parganas and entered into Book No.1, Volume No.45, at Pages 27 to38, Deed No.7476 for the year 1984, one Smt. Nandita Bhattacharya, wife of Sri Subrata Kumar Bhattacharya, of 14, Avenue East, Modern Park, Santoshpur, Kolkata – 700 075, purchased one demarcated plot of land measuring gross land area of 3 (Three) **Cottahs 9 (Nine) Chittacks 18 (Eighteen) Sq.ft. being Plot No.P-4,** situated at **Mouza-Nayabad, J.L. No.25,** R.S. No.3, Touzi No.56, Sheet No.2, **comprising in R.S. Dag No.159, under R.S. Khatian No.77, presently within the K.M.C. Ward No.109,** from the then Owners/Vendors namely Sri Kanai Dhara, Sri Nirapada Dhara, Sri Shyamapada Dara, Sri Nirmal Dhara, Sri Gosto Dhara, all sons of Late Rajendra Nath Dhara, Smt. Sukhi Porel, wife of Gour Porel, Smt. Kiran Bala Dhara, Smt. Ekadasi Dhara, both wife of Late Rajendra Nath Dhara, Smt. Chanu Bala Shikari, wife of Bhadreswar Shikari, all of residing at Daspara, P.S. Purba Jadavpur, District-South 24 Parganas.

AND WHEREAS thereafter said Smt. Nandita Bhattacharya, recorded her land in the record of the K.M.C. known as **K.M.C. Premises No.1169, Nayabad,** within the Ward No.109, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata.

AND WHEREAS by virtue of a registered Deed of Sale dated 22.05.1998, registered in the office of D.S.R. III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.96, at Pages 266 to287, Deed No.1910 for the year 1998, said Smt. Nandita Bhattacharya, sold, conveyed, transferred, assigned and granted the net land area **measuring an area of 2 (Two) Cottahs 12 (Twelve) Chittacks 40 (Forty) Sq.ft. as per present physical measurement being Plot No.P-4,** alongwith right to use 20'-0" wide adjacent road situated on the Western side of the plot of land and also right to use another 10'-0" wide adjacent road situated on

the Northern side of the plot of land situated at **Mouza-Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Sheet No.2, comprising in R.S. Dag No.159, under R.S. Khatian No.77, presently within the K.M.C. Ward No.109,** in favour of **SMT. CHITRA GHOSH, the OWNER No.1 herein** and rest land area is being used by the public and also **the OWNER No.1 herein** as road.

AND WHEREAS thereafter said **SMT. CHITRA GHOSH**, the **OWNER No.1 herein**, recorded her land in the record of the K.M.C. known as **K.M.C. Premises No.1169, Nayabad, measuring net land area of 2 (Two) Cottahs 12 (Twelve) Chittacks 40 (Forty) Sq.ft. as per present physical measurement** within the Ward No.109, Assessee No.31-109-08-1169-5, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata- 700099.

AND WHEREAS said **SMT. CHITRA GHOSH, the OWNER No.1 herein** was the absolute owner of the said plot of land **measuring net land area of 2 (Two) Cottahs 12 (Twelve) Chittacks 40 (Forty) Sq.ft. as per present physical measurement being Plot No.P-4**, situated at **Mouza-Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Sheet No.2, comprising in R.S. Dag No.159, under R.S. Khatian No.77, situated within the K.M.C. Ward No.109,** known as **K.M.C. Premises No.1169, Nayabad,** Assessee No.31-109-08-1169-5, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata and it has been established by virtue of a registered Deed of Declaration dated 21.11.2016, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Deed No.3522 for the year 2016.

AND WHEREAS thereafter said **SMT. CHITRA GHOSH**, the **OWNER No.1 herein** entered into one unregistered Development Agreement dated 20.11.2016, with the Developer herein for the Development of the above mentioned property and thereafter the Owner No.1 herein has given a registered

General Power of Attorney dated 21.11.2016, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.IV, Volume No.1630-2016, at Pages 4746 to 4757, Deed No.260, for the year 2017, in favour of **Sri Rabindra Nath Das**, son of Late Ram Chandra Das, residing at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, for the Mutation, conversion, amalgamation etc. and also for the talking the sanction of the building plan.

AND WHEREAS by virtue of a registered Deed of Sale dated 08.06.1984, registered in the office of District Sub-Registrar, Alipore, South 24 Parganas and entered into Book No.1, Volume No.45, at Pages 15 to 26, Deed No.7475 for the year 1984, one Smt. Mukti Sengupta, wife of Sri Ashok Kumar Sengupta, of 18, Avenue East, Modern Park, Santoshpur, Kolkata – 700 075, purchased one plot of land measuring gross land area of **3 (Three) Cottahs 9 (Nine) Chittacks 18 (Eighteen) Sq.ft. being Plot No.P-3,** situated at **Mouza-Nayabad, J.L. No.25,** R.S. No.3, Touzi No.56, Sheet No.2, **comprising in R.S. Dag No.159, under R.S. Khatian No.77, presently within the K.M.C. Ward** No.109, from the then Owners/Vendors namely Sri Kanai Dhara, Sri Nirapada Dhara, Sri Shyamapada Dara, Sri Nirmal Dhara, Sri Gosto Dhara, all sons of Late Rajendra Nath Dhara, Smt. Sukhi Porel, wife of Gour Porel, Smt. Kiran Bala Dhara, Smt. Ekadasi Dhara, both wife of Late Rajendra Nath Dhara, Smt. Chanu Bala Shikari, wife of Bhadreswar Shikari, all of residing at Daspara, P.S. Purba Jadavpur, District-South 24 Parganas..

AND WHEREAS thereafter said Smt. Mukti Sengupta, recorded her land in the record of the K.M.C. known as **K.M.C. Premises No.1170, Nayabad,** within the Ward No.109, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata- 700099.

AND WHEREAS by virtue of a registered Deed of Sale dated 22.05.1998, registered in the office of D.S.R. III, Alipore, South 24 Parganas and

entered into Book No.1, Volume No.96, at Pages 288 to 307, Deed No.1911 for the year 1998, said Smt. Mukti Sengupta, sold, conveyed, transferred, assigned and granted the net land area **measuring an area of 2 (Two) Cottahs 12 (Twelve) Chittacks 40 (Forty) Sq.ft. as per present physical measurement being Plot No.P-3,** alongwith right to use 20'-0" wide road situated on the Western side of the plot of land situated at **Mouza-Nayabad, J.L. No.25,** R.S. No.3, Touzi No.56, Sheet No.2, **comprising in R.S. Dag No.159, under R.S. Khatian No.77, presently within the K.M.C. Ward No.109,** in favour of **SMT. MAUSUMI DEBNATH, the OWNER No.2 herein** and rest land area used by the public and also the **OWNER No.2 herein** as road.

AND WHEREAS thereafter said **SMT. MAUSUMI DEBNATH, the OWNER No.2 herein,** recorded her land in the record of the K.M.C. known as **K.M.C. Premises No.1170, Nayabad, measuring net land area of 2 (Two) Cottahs 12 (Twelve) Chittacks 40 (Forty) Sq.ft. as per present physical measurement** within the Ward No.109, Assessee No.31-109-08-1170-1, P.S. Panchasayar, Kolkata - 700099.

AND WHEREAS said **SMT. MAUSUMI DEBNATH, the OWNER No.2 herein** is now the absolute owner of the entire plot of land **measuring net land area of 2 (Two) Cottahs 12 (Twelve) Chittacks 40 (Forty) Sq.ft. as per present physical measurement being Plot No.P-3,** situated at **Mouza-Nayabad, J.L. No.25,** R.S. No.3, Touzi No.56, Sheet No.2, **comprising in R.S. Dag No.159, under R.S. Khatian No.77, situated within the K.M.C. Ward No.109,** known as **K.M.C. Premises No.1170, Nayabad,** Assessee No.31-109-08-1170-1, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata and it has been established by virtue of a registered Deed of Declaration dated 21.11.2016, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.1, Deed No.3523 for the year 2016.

AND WHEREAS thereafter said **SMT. MAUSUMI DEBNATH, the OWNER No.2 herein** entered into one unregistered Development Agreement dated 20.11.2016, with the Developer herein for the Development of the above mentioned property and thereafter the Owner No.1 herein has given a registered General Power of Attorney dated 21.11.2016, registered at D.S.R. V, Alipore, South 24 Parganas and recorded into Book No.IV, Volume No.1630-2016, at Pages 4734 to 4745, Deed No.259, for the year 2017, in favour of **Sri Rabindra Nath Das**, son of Late Ram Chandra Das, residing at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, for the Mutation, conversion, amalgamation etc. and also for the talking the sanction of the building plan.

AND WHEREAS with the view to better enjoyment the OWNERS **No. 1 and 2** herein through their Attorney namely **Sri Rabindra Nath Das** amalgamated their respective plot of land into a compact plot of land as the two plots of land are situated side by side and adjacent to each other and this amalgamation has been made by virtue of a registered Deed of Exchange dated 29.11.2017, registered in the office of District Sub Registrar – V, Alipore and recorded in Book No. 1, Volume No.1630-2017, at Pages 109853 to 109879, Being No.3571 for the year 2017 and by virtue of this amalgamation the present OWNERS herein became the absolute joint Owners of the entire plot of land measuring total land area **5 (Five) Cottahs 9 (Nine) Chittacks 35 (Thirty five) Sq.ft. more or less** as per present physical measurement.

AND WHEREAS thereafter the OWNERS herein jointly mutated their names in the record of the KMC known as **KMC Premises No.1170, Nayabad, within Ward No.109, Assessee No.31-109-08-1170-1, P.S. Panchasayar, Kolkata – 700 099.**

AND WHEREAS it is pertinent to mention that before amalgamation of the two plots of land the **OWNERS No.1 AND 2 herein** separately mutated

their names in the record of the B.L. & L.R.O. vide Mutation Case Nos.592 of 2017 AND 591 of 2017, respectively and thereafter they also separately converted their land from "Shali to Bastu" vide Conversion Case Nos.471 of 2017 and 470 of 2017 respectively.

AND WHEREAS now the present Owners herein are the absolute joint owners of the said land measuring an area of **5 (Five) Cottahs 9 (Nine) Chittacks 35 (Thirty five) Sq.ft. as per present physical measurement situated in** situated in **Mouza : Nayabad, J.L. No.25,** Touzi No. 56, R.S. No.3, comprising in **R.S. Dag No.159, under R.S. Khatian No.**77, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109, at present Police Station – Panchasayar, known as The Kolkata Municipal Corporation **Premises No.1170, Nayabad, within Ward No.109, Assessee** No.31-109-08-1170-1, **P.S. Panchasayar, Kolkata – 700 099**, District – South 24-Parganas as described in the **SCHEDULE** – A below and they have been enjoying their said land and property without any interruption and hindrances by anybody else by paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation.

AND WHEREAS the **OWNERS** are very much desirous to construct a **Ground Plus Three storied building with Lift facility** as per sanction residential building plan on their said land and to make construction of a new building on their said land the **OWNERS** desire to develop their land and the **LAND OWNERS** herein have taken through their Attorney namely **Sri Rabindra Nath Das** sanction of a **Ground Plus Three Storied building** Plan with Lift **Facility vide building Permit No.2019120138 dated 07.11.2019 from The Kolkata Municipality Corporation** at the cost of the DEVELOPER and now the DEVELOPER and VENDORS entered into this registered Development Agreement in respect of the property for clear distribution of both the Allocation and the entire OWNERS' ALLOCATION as mentioned in the SCHEDULE B

below and the entire DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D below are the final allocation against the promotion work of the property .

AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the said Ground plus Three storied building with Lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats, Car Parking Spaces. The **OWNERS herein** finally as well as the fresh allocation shall jointly get Four Nos. of Flats from of the proposed building such as **Flat No.B-1 situated on the First Floor South-West side of the proposed building as per sanctioned building plan; Flat No.C-1 situated on the First Floor South-East side of the proposed building as per sanctioned building plan;** Flat No.B-2 **situated on the Second Floor South-West side of the proposed building as per sanctioned building plan and Flat No.C-2 situated on the Second Floor South-East side of the proposed building as per sanctioned building plan** and the OWNERS shall jointly get **Four Nos. of Car Parking Space (out of eight Nos. of car parking Space area) situated on the Ground floor South-East-West facing of** the proposed building. It is noted that OWNER No.1 herein shall get non-refundable amount of Rs.10,37,400/- (Rupees Ten lac thirty seven thousand and four hundred) only out which the OWNER No.1 herein has already received the sum of Rs.1,50,000/- (Rupees One lac and fifty thousand) only from the DEVELOPER herein and balance amount of Rs.8,87,400/- (Rupees Eight lac eighty seven thousand and four hundred) only shall be paid two separate installments (i)Rs.1,00,000/- (Rupees One lac) only is to be paid before commencement of the work and balance amount of (ii)Rs.7,87,400/- (Rupees Seven lac eighty seven thousand and four hundred) only is to be paid to the Owner No.1 herein either within two years from the date of starting construction or prior to disposing of the last unit out of the DEVELOPER'S ALLOCATION. It is also noted that OWNER No.2 herein shall get

non-refundable amount of Rs.10,37,400/- (Rupees Ten lac thirty seven thousand and four hundred) only out which the OWNER No.2 herein has already received the sum of Rs.1,50,000/- (Rupees One lac and fifty thousand) only from the DEVELOPER herein and balance amount of Rs.8,87,400/- (Rupees Eight lac eighty seven thousand and four hundred) only shall be paid two separate installments (i)Rs.1,00,000/- (Rupees One lac) only is to be paid before commencement of the work and balance amount of (ii)Rs.7,87,400/- (Rupees Seven lac eighty seven thousand and four hundred) only is to be paid to the OWNER NO.2 herein either within two years from the date of starting construction or prior to disposing of the last unit out of the Developer's Allocation. Besides the OWNERS shall also enjoy the undivided proportionate share of land as mentioned in the SCHEDULE A below and also the common portions as mentioned in the SCHEDULE – 'C' below. This is called as the OWNERS' ALLOCATION as morefully described and mentioned in the SCHEDULE "B" hereunder written. The OWNERS shall also get the undivided proportionate share of land and shall enjoy all the common amenities/facilities of the building along with proportionate share of common utilities and facilities of the vacant spaces surrounding the building.

AND WHEREAS the DEVELOPER herein shall get the remaining Four Nos. of Flat of the proposed building such as **Flat Nos.A-1, A-2 and A-3 situated on the First Floor, Second Floor and Third Floor (respectively) North-East-West side of the proposed building as per sanctioned building plan and Flat No.D situated on the Third Floor South-East-West side of the proposed building as per sanctioned building plan** and the DEVELOPER shall get remaining **Car Parking Space area situated on the Ground floor Western side** of the proposed building **and also another one Car parking Space situated on the Front side of the Care-taker's room on the Ground Floor of the building** excluding the OWNERS' ALLOCATION and hereinafter referred to as the "DEVELOPER'S ALLOCATION". The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE

"D" hereunder written. The **DEVELOPER** shall erect the entire Ground Plus Three storied building with Lift facility at its cost and its supervision and labour to be erected as per annexed Specification as well as the said sanction building plan sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:

(a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely **(1) SMT. CHITRA GHOSH,** wife of Sri Samit Ghosh, residing at C-27, East Rajapur, P.O. Santoshpur, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata – 700 075, **(2) SMT. MAUSUMI DEBNATH,** daughter of Amal Chandra Debnath, wife of Mr. Sumit Majumder, permanently residing at Sibnagar College Road, Extension, P.O. Agartala College, P.S. East Agartala. Tripura (West), PIN-799004, presently residing at C-27, East Rajapur, P.O. Santoshpur, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata – 700 075, and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.

(b) **DEVELOPER** : shall mean **M/S. R.D. CONSTRUCTION,** a proprietorship firm, having its office at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, represented by its Proprietor

namely **SRI RABINDRA NATH DAS**, son of Late Ram Chandra Das, residing at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, Party of the **SECOND PART** herein for the time being and its respective heirs, successors-in-office or successors-in-interest, legal heirs, representatives, administrators and assigns.

(c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.

(d) **PREMISES** : shall mean the Property measuring land area of **5 (Five) Cottahs 9 (Nine) Chittacks 35 (Thirty five) Sq.ft. as per present physical measurement situated in** situated in **Mouza : Nayabad, J.L. No.25,** comprising in **R.S. Dag No.159, under R.S. Khatian No.77,** known as the K.M.C. **Premises No.1170, Nayabad, within Ward No.109, P.S. Panchasayar, Kolkata – 700 099,** District – South 24-Parganas, as mentioned and described in the **SCHEDULE 'A'** hereunder written.

(e) **BUILDING** : shall mean the said building to be constructed on the said property as per said sanctioned **Ground Plus Three Storied building Plan with Lift Facility vide building Permit No.2019120138 dated 07.11.2019 from The Kolkata Municipality Corporation** Borough Office - XII.

(f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, passages ways, driveways, common toilet on the Ground Floor of the said building and care taker room on the Ground Floor of the building, lift, lift room and lift well, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and roof and other facilities as mentioned in the

SCHEDULE "C" hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.

(g) **OWNERS' ALLOCATION** : entire Owners' Allocation as morefully described and mentioned in the **SCHEDULE "B"** hereunder written. The **OWNERS** shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the building and the **DEVELOPER** shall enjoy the rest construction of the proposed building to be erected at the cost of the **DEVELOPER.**

(h) **DEVELOPER'S ALLOCATION** : entire Developer's Allocation as described in the **SCHEDULE 'D'** hereunder written.

(i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.

(j) **BUILDING PLAN** : would mean such plan duly prepared by the Planner/Architect for the construction of the building sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the **DEVELOPER.**

(k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.

(l) **TRANSFEREE** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.

2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.

3. **THE OWNERS JOINTLY DECLARE** as follows:

(a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property, as described in the **SCHEDULE 'A'** below.

(b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.

(c) That the said land property, is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

(a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said property to be constructed by the **DEVELOPER** in accordance with the plan or plans sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.

(b)(i) **OWNERS' ALLOCATION** : The **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written.

(ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER ALLOCATION** as morefully described in the **SCHEDULE-'D'** below.

(c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of the **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.

(d) For all that purpose of modification of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.

(e) That the **DEVELOPER**-Firm shall erect the building in the said premises as per said sanctioned building plan and for the same the **OWNERS** shall put their signatures as and when necessary and the during construction or after construction the **DEVELOPER** shall sell only the Developer's allocation together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full