



- ① Ila Rani Talukder
- ② Dilip K. Talukder.
- ③ Bipul Ranjan Talukder.
- ④ Sandip Talukder
- ⑤ Arati Talukder.
- ⑥ विद्या भट्ट
- ⑦ जयशंकर
- ⑧ Gromi Singh
- 9 Anima Pal.
- 10 Kalpana Sarkar
- 11 Swapna Talukder.

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THIS DEVELOPMENT AGREEMENT is made this the 29th day of FEBRUARY, Two Thousand Four (2004) of Christain Era BETWEEN (1) SMT ILA RANI TALUKDER wife of Sri Jagadish Chandra Talukder, by faith-Hindu (2) SRI DILIP KUMAR

Contd...

- 1 Ela Devi Talukder
- 2 Dilip K. Talukder
- 3 Bipul Ranjan Talukder
- 4 Sandip Talukder
- 5 Arati Talukder
- 6 Kalpana Sarkar
- 7 Smt. Gita Dhar
- 8 Gouri Dey
- 9 Anima Pal
- 10
- 11 Swapna Tapader

MAITY CONSTRUCTION

Sukdev Maity
Proprietor

TALUKDER by occupation-Business (3) SRI BIPUL RANJAN TALUKDER by occupation-Service (4) SRI SANDIP TALUKDER by occupation-Service (5) SMT ARATI TALUKDER by occupation-Service (6) SMT REBA RANI MITRA wife of Sri Sushil Mitra by occupation-Housewife (7) SMT GITA DHAR wife of Late Monoranjana Dhar, by occupation-Housewife (8) SMT GOURI DEY wife of Sri Bimal Kanti Dey, by occupation-Housewife (9) SMT ANIMA PAL wife of Sri Manoranjan Pal, by occupation-Housewife (10) SMT KALPANA SARKAR wife of Sri Tarun Kanti Sarkar by occupation-Housewife, (11) SMT SWAPNA TAPADER wife of Sri Deba Prasad Tapader, by occupation-Housewife, all are by faith-Hindu, all are residing at 25/2, Purbachal Main Road, presentaly 11 and 13, Purbachal Main Road, Police Station-Kasba, Kolkata-700078 hereinafter referred to as the "OWNERS" (which term or expression shall unless excluded by or repugment to the context shall mean and include their heirs, executors, legal representation and/or assigns) of the FIRST PART;

-AND-

(1) MAITY CONSTRUCTION having its office at 205, Rajdanga Main Road, Kolkata-700107, represented by SRI SUKDEV MAITY son of Kalipada Maity by faith-Hindu, by occupation-Business, residing at 205, Rajdanga Main Road, P.S.

Ila Rani Talukder
Dilip Kumar Talukder
Bipul Ranjan Talukder

Arati Talukder
Sandip Talukder
Kalpana Sarkar
17/6/24
Anima Pal
Swapna Tapader

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Kasba, Kolkata-700107 hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context shall mean and include their heirs, executors, legal representation and/or assigns) of the **SECOND PART;**

AND WHEREAS by registered deed of partition dated 10.11.2003 made between (1) Smt Ila Rani Talukder (2) Sri Dilip Kumar Talukder (3) Sri Bipul Ranjan Talukder (4) Sri Sandip Talukder (5) Smt Arati Talukder (6) Smt Reba Rani Mitra (7) Smt Gita Dhar (8) Smt Gouri Dey (9) Smt Anima Pal (10) Smt Kalpana Sarkar (11) Smt Swapna Tapader therein referred to as the first part and (1) Smt Talukder (2) Sri Sasanka Shekhar Talukder (3) Sri Shyamal Talukder (4) Sri Nandan Talukder (5) Smt Sankari Dey Sarkar (6) Smt Rita Dey (7) Smt Jui Mitra (8) Smt Mala Chowdhury therein referred to as the party of the second part which document was registered before the District Sub-Registered at Lipore, Vide Book No.I, Deed No.00189 for the year 2004, the party of the first part was allotted as per registered partition deed of **ALL THAT** the piece and parcel of total land 15 (Fifteen) Cottah, 9 (Nine) Chittak, 27 (Twenty Seven) Sq.Ft. more or less comprised of and contained in Mouza-Garfa

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Ata Talukdar

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Proprietor

<u>Khatian No.</u>	<u>Dag No.</u>	<u>Area/Land</u>
1. Sabek Khatian-921	Sabek Dag-869	3-15-0
Hal Khatian-1446/1447	Hal Dag-1109	
2. Sabek Khatian-881	Sabek Dag-870	4-8-15
Hal Khatian-972	Hal Dag-1110	
3. Sabek Khatian-915	Sabek Dag-872	2-14-12
Hal Khatian-1228	Hal Dag-1112	
4. Sabek Khatian-831	Sabek Dag-866	4-4-0
Hal Khatian-877,898	Hal Dag-1106	
913,1543		
1544.		

Total Land 15 Cottah 9 Chittak 27 sq.ft. which was allotted LOT 'A' and LOT 'A-1'.

AND WHEREAS the owner seized and possessed of ALL THAT the piece and parcel of land measuring about 15 (Fifteen) Cottah 9 (Nine) Chittak 27 (Twenty) Sq.Ft. more or less which is morefully and particularly described in the schedule mentioned hereinabove.

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Akati Talukder
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AND WHEREAS the owners have approached the Developer/ Builder for regimentation purpose comprising of Survival self contained flats and garages or any other saleable space or spaces portion thereof utilizing the maximum F.A.R. for mutual profits, interest and benefits on or over the said first schedule property on condition which have been mutually discussed and settled.

AND WHEREAS it has been agreed by and between the parties hereto that the developer shall develop and/or cause to be developed the said premises in the manner and it has been agreed upon by and between the parties hereto and as hereinafter provided.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -

1. **OWNERS:** shall mean the owners abovenamed and include their heir's successor.....Kolkata
2. **DEVELOPERS:** shall mean the Developers named above and include their heirs, successors, assigns and nominees individually and severally.
- 3 **THE LAND:** The said land shall mean **ALL THAT** the piece and parcel of the land measuring about 15 (Fifteen) Cottahs

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 Bipul Rajan Talukder
 Arati Talukder
 Sandip Talukder
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9 (nine) Chattaks 27 sq.ft. Being Municipal Premises No. 234 & 236

4. **SALEABLE SPACE:** shall mean the space and/or spaces in the building which is available for independent use and occupation after making due provision of common facilities and the space and/or spaces required therefore.
5. **OWNERS ALLOCATIONS:** The owners shall be entitled to 7600 Sq.ft. covered construction area of the said newly constructed building togetherwith with the proportionate share of the land underneath the building in the following manner: -
 - (i) Front Block- 4 flats, Rear Block-7 Flats
 - 1) DILIP TALUKDER = 700 Sq.ft. 1 (One) Flat.
 - 2) BIPUL TALUKDER = 700 Sq.ft. 1 (One) Flat.
 - 3) SANDIP TALUKDER = 700 Sq.ft. 1 (One) Flat.
 - 4) ARATI TALUKDER = 400 Sq.ft. 1 (One) Flat.
 - 5) REBA MITRA = 258 Sq.ft.
 - 6) GITA DHAR = 258 Sq.ft.
 - 7) PUTUL PAUL = 258 Sq.ft.
 - 8) KALPANA SARKAR = 258 Sq.ft.
 - 9) SWAPNA TAPADER = 285 Sq.ft.
 - 10) ELARANI TALUKDAR = 3800 Sq.ft. 760 Sq.ft x 5 Flats.

→ 2 (Two) Flats

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SALEABLE SPACE: shall mean the space and/or spaces in the building which is available for independent use and occupation after making due provision of common facilities and the space and/or spaces required therefore.

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- 1) DILIP TALUKDER = 700 Sq.ft. 1 (One) Flat.
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- 7) PUTUL PAUL = 258 Sq.ft.
- 8) KALPANA SARKAR = 258 Sq.ft.
- 9) SWAPNA TAPADER = 285 Sq.ft.
- 10) ELARANI TALUKDAR = 3800 Sq.ft. 760 Sq.ft x Flats.

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All the flats distributed in the newly constructed building.

ii) That the developer also pay Rs, 8,00,000=00 (Rupees Eight Lakhs) only adjustable advance in the following manner:

1) Rs, 2,00,000=00 (Rupees Two Lakhs) only has already been paid to the owners.

2) Rs, 2,00,000=00 (Rupees Two Lakhs) only will be paid after mutation of the said property.

3) Rs, 4,00,000=00 (Rupees Four Lakhs) only will be paid after plan sanction from the K.M.C.

6. **DEVELOPERS ALLOCATION:** shall mean the balance of the building after providing for Owners Allocation.

7. **ARCHITECT:** shall mean any qualified licensed person or persons, firm and firms AR approved by the Calcutta Municipal Corporation appointed or nominated by the Developers as Architect of the building to be constructed at the said premises.

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Dilip K. Salukder.
Bipul Rajan Talukder
Akati Salukder.
Sandip Talukder
Kallana Sarkar
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Biswara Talukder.

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Sukdev Nandy
Director

8. **BUILDING PLAN:** shall mean the plan for the construction of the building to be submitted to the Calcutta Municipal Corporation for sanction and shall include any amendments thereto and Improvement thereof and/or modification thereof.
9. **FLOOR AREA RATIO:** shall mean the maximum floor area ratio available for the construction over and upon the said premises according to relevant rules and regulations laws and bye laws of Calcutta Municipal Corporation or any other statutory authorities.

ARTICLE: II: COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from the date of its execution.

ARTICLE: III: OWNERS RIGHT AND REPRESENTATION

- 3.1 The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.

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Bipul Biswas Talukder
Atati Talukder
Sandip Talukder
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Swarna Tapadar.

for
Sudhakar Maity
Director

- 3.2 None other than the owner has any right, title interest, claim and/or Demand Over and in respect of the said property and/or any portion thereof.
- 3.3 The said property is free from all encumbrances, charges, liens, liependens, attachments, trust, acquisitions, requisitions, whatsoever or howsoever.
- 3.4 There is no vacant land at the said property within the meaning of the Urban Land Ceiling and Regulation) Act, 1976.
- 3.5 The owners or their heirs shall be entitled to transfer or otherwise deal with the owners allocation in the new building to be constructed according to their sweet will.

ARTICLE:IV: DEVELOPERS RIGHTS

- 4.1 The Owners hereby grant, subject to what has been hereinafter provided an exclusive right to the developers to build upon and to Exploit commercially the said property and construct the said bonding according to the plan to be approved by the owners and plan duly sanctioned by the Calcutta Municipal Corporation without amendment and/or modification thereto made or caused to be made by the Developer hereto,

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4.2 The Developers shall have exclusive right to transfer or otherwise deal with or dispose of the Developers allocation as stated above without any right claim or interest therein whatsoever of the owners and owners shall not in any way interest with the disturb the quiet and peaceful possession of the developers allocation subject to payment of the consideration hereby agreed upon and fulfillment of his obligations under this agreement.

4.3 So far as necessary all dealings by the developers in respect of the new building shall be in the name of owners for which the owners undertake to give the developers authority in a form and manner reasonably required by the developers as being understood by such dealings shall not in any manner fasten or create any financial liability upon the owners.

4.4 The Developers shall have exclusive right to transfer or otherwise deal with or dispose of any part of the developers allocation the said newly constructed building.

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ARTICLE: V: CONSIDERATION

5.1 In consideration of the owners having agreed to permit the developers to commercially exploit the said property and to construct, build and complete the said building in accordance with the plan to be sanctioned as aforesaid and in the process of such exploitation by construction of building and sale flats on the land of the owners on the terms and conditions agreed upon hereof the Developers shall be entitled to the profit if any arising out of same and shall be liable to render accounts to the appropriate authority under law when required for determination of profits if any earned and appropriated by their- and shall pay tax on such profit according to Law.

5.2 In consideration of the owners having agreed to permit the developers to sell the flats of the Developers Allocation of the said building after handover of owners allocation the developer shall complete the construction of the owners allocation in the said building in the said land by the developers within the stipulated period of 24 (Twenty Four) months from the date of plan sanction from the Kolkata Municipal Corporation and/or handing over the possession of the schedule property which ever is earlier. Simultaneously

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5.2 In consideration of the owners having agreed to permit the developers to sell the flats of the Developers Allocation of the said building after handover of owners allocation the developer shall complete the construction of the owners allocation in the said building in the said land by the developers within the stipulated period of 24 (Twenty Four) months from the date of plan sanction from the Kolkata Municipal Corporation and/or handing over the possession of the schedule property which ever is earlier. Simultaneously

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the developer shall have right to booking the flat to any intending purchaser in purchasers save and except the owners allocation.

- 5.3 The Developers at their own costs and expenses shall obtain the sanction of the plan from the competent authority and the owners will sign in the said plan.

ARTICLE: VI: SPACE ALLOCATION.

- 6.1 The Developer shall be entitled to the possession of the constructed area as per the sanction plan of the Calcutta Municipal Corporation except the owners allocation and shall have every liberty to enter agreement for sale with the intending/prospective purchaser/ buyers and receive the earnest money and full amount of consideration for sale of the Developers allocation only.

- 6.2 Subject to aforesaid terms and conditions open space and the roof of the said building shall belong to the developers and the owners jointly subject to the Fulfilment of all the obligations of the developer in the said building embodied in this agreement.

Shri Ramesh Chandra
Dilip Singh-Jalundar,
Brijlal Brijvan Jalundar

Arati Jalundar

Sandip Jalundar

Kalpana Sarkar

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6.3 The owners shall be liable to transfer or convey the proportionate undivided share in the said comprised in the said property in favour of the developers or their nominees or Nominees.

ARTICLE: VII: BUILDING.

7.1 The Developers shall at their own cost construct erect and complete the building at the said property in accordance with the sanction plan with good and standard quality materials as may be specified by the architects from time to time. The owner's allocation shall be provided with the fixtures, fittings and amenities as set out in the third schedule hereinafter stated.

7.2 The Developers shall install in the said building at their own cost pump, a water storage tank, overhead reservoirs, electrification, till permanent electric connection is obtained temporary electric connection shall be provided and other facilities and amenities are required to be provided in a residential building having self contained apartment

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constructed for sale on ownership basis and as mutually agreed.

7.3 The Developers shall be authorized in the name of the owners in so far as in necessary to apply for and obtain quotas entitlement and other allocation of cement, steel, bricks and other building materials allocable to the owners for the construction of the building and to similarly apply for to obtain temporary and permanent connection of water Electricity, Power, Drainage, Sewerage and or gas to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose! The owners shall execute in favour of the developer and power of attorney and other authorities as shall be required by the developers.

7.4 The Developers shall at their own costs and expenses and without creating any financial or other liability on the owner, construct and complete the said new building and various flats and/ or apartments and car parking space therein according to the sanctioned plan and any amendment thereto or modification thereof caused to be made by the developers duly sanctioned by the Municipal Authorities.

Shilpa Rani Talwar
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Bipul Rajan Talwar
Arati Talwar

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- 7.5 All costs charges and expenses for the purpose of construction of the proposed building including fees costs of sanction of the Building plan and the developers shall discharge other ancillary expenses and the owners shall bear no responsibility in the context.

ARTICLE: VIII: OWNERS OBLIGATION

- 8.1 The Owners hereby agree to handover full vacant khas possession of the schedule property mentioned in "A" Schedule property for construction as soon as upon execution of these presence or as specified in clause mentioned above and will arrange to shift the existing tenements any, as the owners deem fit and proper.

- 8.1 And will arrange to shifting the existing tenements amounting Rs, 10,000=00 (Rupees Ten Thousand) only per month from the date of signing of this agreement till complete possession to the owner in the new building. That the developer will pay at a time Rs, 10,000=00 per month for six months at a total of Rs, 60,000=00 (Rupees Sixty Thousand) to be paid only in advance.

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Anati Salunkar

Sandeep Salunkar

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Mr. J. K. J. K.

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ARTICLE: IX: COMMON EXPENSES

- 9.1 The Developers shall pay and bear the all property tax and other dues and outgoings in respect of the entire property accruing due from the date of receiving possession up to the date of handing over the owners Allocation to the owners by the developers.
- 9.2 The owners after delivery of possession of owners allocation and the Developer shall punctually and regularly pay for their respective allocations the said Hates and taxes to the concerned authorities of otherwise as may be mutually agreed upon between the owner and the developer and both the parties shall keep each other indemnified against claims actions, demands, costs and charges and proceedings whatsoever directly or indirectly institute against or suffered by or paid by the either of them as the case may be consequent upon a default by the Owner of the developers in this behalf. But the developers will be responsible and liable to pay the entire C.M.C. Tax over the said property the date of receiving possession of land from the owners and up to the date of delivery of possession to the owners by the developers. The owners are liable to meet the

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arrear tax up to the date of delivery of vacant possession to the developer and the cost of mutation of the said property to the C.M.C.

9.3 As and from the date of possession the owner shall also be responsible to pay and bear and shall forthwith pay on demand to the developers the service charges to be mutually decided for the common facilities in the new building with respect of the owners allocation. The said charges are to include proportionate share or premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanction for bill collection and management of the common facilities, repair and maintenance charges and expenses for the building and of all common wires pipes, electrical and mechanical equipment, switchgear, transformers pumps, meters and other electrical mechanical installation stair way, corridors, halls passage-ways, gardens, park way and other common facilities whatsoever as may be mutually agreed from time to time.

9.4 Any transfer of any part of the owner's allocation in the new building shall be subject to the other provisions hereof and the transferee shall thereafter be responsible

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in respect of the space transferred to pay the said rates and service charges for the common facilities.

ARTICLE: X: OWNERS INDEMNITY

- 10.1 The owners do hereby undertake that the developers shall be entitled to the said construction and shall enjoy its allocated after providing the owners allocations without any interference and/or disturbances from any side and perform and fulfill all the terms and conditions herein contained and/or its parts to be observed and performed strictly to the true intend and meaning of this agreement.
- 10.2 The developer hereby undertake and indemnifies to the owners that they will hand over the owners allocated portion without any obstruction objection whatsoever within the stipulated period as stated above, save and except force majeure like earthquake war, flood, civil commotion, riot etc.
- 10.3 The Developers further undertake to handover the Owners allocation before giving to the other person or purchaser or purchasers and also Indemnify against all actions, suits, costs, proceedings, and claims that may

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arise out of the developers action with regard to the development of the said premises and/or in the matter of construction of the said building and/or any defect therein and shall handover their allocation to prospective purchaser and shall not claim any right on the building thereafter.

10.4 That in case any damage or loss happens in the matter of construction of the said building that will be borne by the developer the owners shall not be responsible in anyway during the construction period and/or construction completed in the said newly constructed building.

ARTICLE: XI: MISCELLANEOUS

11.1 That the Owners and the developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developers of the owners shall the parties hereto constitute as an association of persons.

11.2 All application plans and other papers, and regd, Power of Attorney documents as may be required by the developer for the purpose of obtaining necessary sanction from appropriate

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Bijul Rongom Talukder.
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Sandeep Talukder
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authorities shall be prepaid and submitted by the developer on behalf of the owners at the developer own cost and expenses and the Developers shall pay and bear all fees including architects fees, charges and fees for sanction of plan expenses required to be paid or deposited for exploitation of the said property, provided however that the developer shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the developers.

11.3 The developer shall take necessary steps and bear all expenses for sanction of the building plan from the Calcutta Municipal Corporation and shall arrange to obtain physical vacant possession from the tenants and thereafter start commencing the construction work thereof in terms of the sanction plan.

11.4 It is understood that from time to time to facilitate the construction of the proposed building by the developers various deed, matters, and things not herein specified may be required to be done by the developers and also may need the signature of the owners on various application, the owners will co-operate in the matter without any excuse or delay.

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- 11.5 The owners confirm and undertake that if so required by the developers the owners shall joint as vendors on* confirming parties in the Deed of Conveyance that may be entered into by the developers for sale and/or otherwise transfer of the flats in the said building of the developers allocation without raising any objection to the selection of the purchasers made by the developers and claiming any additional consideration money and shall not be either responsible or liable to the prospective buyers for violations of any or the terms of such agreements.
- 11.6 Any notice required to 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 delivered by hand and fully acknowledge and shall likewise be deemed to have been served on the developers if delivered by hand or sent by prepaid registered post to the registered office of the developers.
- 11.7 The developers and the owners shall mutually frame scheme for the management and administration of the said building and/or common parts thereof and hereby give their consent to abide by the same.

Elara Ravi Talukder
Dilip K. Talukder

Bijul Ranjan Talukder
Arati Talukder

Sandeep Talukder

Kalpna Sarkar

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Swarna Tapas

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11.8 The name of building shall be fixed by the owners after consulting the Developers.

11.9 In the event of extension of the proposed building after obtaining permission for the construction of several storied building from the Calcutta Municipal Corporation and other authorities concerned permitting any future vertical or horizontal extension or construction the same shall be the property of the developer and the owner in the proportion as will be agreed upon between them at the cost of developer out of the total area of extra constructional space exceeding to the original building plan the owner and the developer will get their respective share.

11.10 Nothing in these presents shall be constructed as a demise or assignment or conveyance in hand by the owners of the said property or any part thereof to the developer or as creating any right title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially exploit the same in terms hereto, provided however and to deal with the developers allocation in the said new building in the hereinabove stated. The developer shall be entitled to borrow money from any bank or banks or financial

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Dilip K. S. Talwar
Bijul Ranjan Talwar
Atati Salukder
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Swarna Tapas

Sunder Maiti
President

institutions or any persons without creating any financial liabilities on the owners or affecting their estate including the land mentioned in first schedule before construction by hypothecation and interest in the said property and it being expressly agreed and understood that under no event the owners nor any of their estate shall be responsible and/or made liable for payment of any dues of such bank or banks or financial institution and for that purpose the developer shall keep the owners indemnified all actions suits proceedings and costs charges and expenses in respect thereof.

11.11 That the developers cannot assign and/or handover the project without the written consent of the owners.

11.12 That the owners shall not be Responsible and/or liable for any financial or other liabilities arising out of any suit by any third party or for any compensation of any kind arising out of the death/injury of any workers, labour etc. Appointed by the developers and/or their agents, contractor, sub-contractors nominees or nominees. It is however agreed that the owners shall be responsible for any liability arising out of any suit filed by third party on account of any unlawful or violation of the terms of the agreement by the owner.

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 Dipak Salukder
 Bigul Rajen Talukder
 Akati Salukder
 Sandip Salukder
 Kallan Sarkar
 TIBI
 Anima Pal
 Sapna Tapas

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 Sukdev Nath
 President

11.13 That the developers shall take necessary steps to obtain sanction of the building plan from Kolkata Municipal Corporation agreement. If for any cogent reason sanction can not be obtained time may be mutually extended, failing which the owners shall have the right to rescind/cancel this agreement and power of attorney executed by them.

11.14 Unless otherwise violation of any clauses expressly mentioned herein neither parties is entitled to rescind this agreement.

ARTICLE: XII: FORCE MAJUERE

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

12.2 The parties hereto shall not be considered to be liable for any obligation hereunder to the extend that the

Ela Rani Talukder
Dulip K. Talukder
Bijul Borigun Talukder

Arati Talukder

Sandip Talukder

Kallana Sarkar

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Anima Pal

Swapna Tapaswari

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existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

12.3 Force majeure shall mean, flood, earthquake, storm tempest, civil commotion and/or other act or commission beyond the control of the parties hereto.

ARTICLE: XIII: LEGAL ACTION.

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant herein before mentioned alternatively at any time if any dispute shall arise between the parties hereto regarding the construction of interpretation of any of the terms and conditions herein contained these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration of Two arbitrators, one to be appointed by each of the parties in dispute and the same shall be deemed to be a reference within the measuring of the Arbitration and cancellation Act, 1996 any statutory modification there under in force or effect.

Eila Rani Talukder
 Dilip K. Talukder
 Begul Rongam Talukder
 Arati Talukder
 Sandip Talukder
 Kalpana Sarkar
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 Anima Pal
 Soopna Tapadar

Sukdev Mondal
 Registrar

ARTICLE: XIV: JURISDICTION

COURT AT KOLKATA Zone shall have jurisdiction to entertain all actions and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land measuring about 15 (Fifteen) Cottah 9 (Nine) Chittak 27 (Twenty Seven) Sq.ft. more or less comprised of and contained in sabek and hal Khatian No. 921,1446,1447,881,972,881,915,1228,831,877,8048,913,1543,1544 Sabek and Hal Dag No. 869,1109,870,1110,872,1112,866,1106 within the jurisdiction of Kolkata Municipal Premises No. 234 & 236 Calcutta-700078 within Jurisdiction of the Kolkata Municipal Corporation Ward No. 106 which is butted and bounded that is to say: -

ON THE NORTH BY : C.M.C. Road.

ON THE SOUTH BY : 12 ft & 8 ft Wide Road, Hal Dag No. 1104

ON THE EAST BY : Dag No. 1109, 1110, 1112

ON THE WEST BY : Hal Dag No. 1106 out of property Including common portion.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(OWNERS ALLOCATIONS)

OWNERS ALLOCATIONS: The owners shall be entitled to 7600 Sq.ft. construction area of the said newly constructed building together with the proportionate share of the land underneath the building in the following manner: -

- (i)
- 1) DILIP TALUKDER = 700 Sq.ft. 1 (One) Flat.
- 2) BIPUL TALUKDER = 700 Sq.ft. 1 (One) Flat.
- 3) SANDIP TALUKDER = 700 Sq.ft. 1 (One) Flat.
- 4) ARATI TALUKDER = 400 Sq.ft. 1 (One) Flat.
- 5) REBA MITRA = 258 Sq.ft.
- 6) GITA DHAR = 258 Sq.ft.
- 7) PUTUL PAUL = 258 Sq.ft.
- 8) KALPANA SARKAR = 258 Sq.ft.
- 9) SWAPNA TAPADER = 285 Sq.ft.
- 10) ELARANI TALUKDAR = 3800 Sq.ft. 760 Sq.ft x 5 Flats.

→ 2 (Two) flats

All the flats distributed in the newly constructed building.

- ii) That the developer also pay Rs, 8,00,000=00 (Rupees Eight Lakhs) only adjustable advance in the following manner:

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Ela Rani Talukder
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 Bimal Ranjan Talukder
 Arati Talukder
 Sandip Talukder
 Kalpana Sarker
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 Anima Pal
 Swapna Tapadar

Mr. Y. C. Talukder
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- 1) Rs, 2,00,000=00 (Rupees Two Lakhs) only already been paid to the owners.
- 2) Rs, 2,00,000=00 (Rupees Two Lakhs) only will pay after mutation of the said property.
- 3) Rs, 4,00,000=00 (Rupees Four Lakhs) only will pay after plan sanction from the K.M.C.
- 4) That the above amount of Rs. 8,00,000=00 (Rupees Eight Lakhs) will be return back before getting possession of the flats to the newly constructed building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

1. **FLOOR:** Site Mosaic (Grey with white cement mixed 60% x 40%.
2. **TOILET/W.C:** Coloured glazed tiles fitting, fixing at toilet & W.C. 5'-6" high to walls from floor level. Anglo Indian Commode (white Porcelain), white porcelain basin, 3 Nos. bib/pillar cook, 1 No. shower alongwith G.I. concealed waterline.
3. **KITCHEN:** over slab-4'x1'-8" black stone. Sink- 20"x 18" black stone coloured glazed tiles 3'-0" high over oven slab and sink alongwith G.I. concealed water line.

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 Dilip vs Talukder
 Bipul Bisim Talukder
 Arati Talukder
 Sandip Talukder
 Kallana Sarkar
 Tanya
 Anima Pal.
 Soana Tapal.

Sankar Mondal
 Sankar Mondal

4. **DOORS:** Main Door- $1\frac{1}{2}$ thick paneled door shutter of Gamari Wood. (Malayasian) inside doors- $1\frac{1}{2}$ thick Phiral Band flush door shutter.
5. **WINDOWS:** Frame size $4" \times 2\frac{1}{2}$ Malayasian Salwood. Shutters: $1\frac{1}{2}$ thick Gamari wodden fully glazed 4mm thick pin headed glass. Inside one coat primer, outside Two coat synthetic Enamel over a coat of Primer.
6. **INSIDE WALLS & CEILING:** Plaster or Paris and one coat cement primer.
7. **GRILL:** For Windows 19mm x 5mm M.S. Flat, for verandah 10mm x 10mm Sq.bar 3' high from floor level incl. Primer painting.
8. **STAIR CASE:** Grey Mosaic steps, risers, landing, skirting (6" high).
9. **ELECTRICAL WORKS (CONCEALED):** 5Amp. Point-25 Nos. 15 Amp. Point-7 Nos.

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

SIGNED AND SEALED AND DELIVERED

By the OWNERS at Calcutta in

The presence of:-

- | | |
|---|--------------------------|
| 1. Jagadish Talukder
3/0, Khatu Mikar, Talukder | 1. Elakani Talukder |
| 2. 13, Purbachal Main Road
cal-78 | 2. Dilip K. Talukder |
| 2. Shyamal Talukder
3/0, Late Shri Shyamal Talukder
11, Purbachal main rd
cal-78 | 3. Bipul Ranjan Talukder |
| | 4. Sandip Talukder |
| | 5. Akati Talukder |

(OWNERS)

SIGNED AND SEALED AND DELIVERED

By DEVELOPER at Calcutta in

The presence of:-

- | | |
|----------------------|--------------------|
| 1. Jagadish Talukder | 11. Swapna Tapadar |
| 2. Shyamal Talukder | 6. ব্রজেন |
| | 7. শ্রী ৩য় |
| | 8. Gouri De. |
| | 9. Anima Pal. |
| | 10. Kalpana Sarkar |

OWNERS

Drafted by:

Advocate:

Typed by:

MAITY CONSTRUCTION

Sukdev Maity
Proprietor
(Developer)