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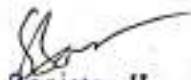


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Certified that the document is admitted for registration. The signature sheet and the endorsement sheets attached with the document are the part of this document.

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

10 JAN 2023

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 10<sup>th</sup> day of January, Two Thousand and Twenty Three (2023) A.D.

BETWEEN

(1) **SRI RANJAN KUMAR DATTA**, (PAN: ADLPD5592J, AADHAAR NO. 9502 5887 3533), son of Late Santosh Kumar Datta, by faith : Hindu, by occupation : Business, Nationality: Indian; residing at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (2) **SMT. SMITA DAS**, (PAN: AESPD5934J, AADHAAR NO. 5994 3888 6468), wife of Mihir Kumar Das, daughter of Late Santosh Kumar Datta, by faith : Hindu, by occupation : Housewife, Nationality: Indian, residing at P-43, Green View, Garia, Police Station-Patuli, Kolkata-700084; (3) **SRI SANJIT KUMAR DATTA**, (PAN: IWPDP3708L) an US citizen, having OCI No. 219911075, issued on 27.11.2006 at Houston, Texas, USA, having US Passport No. 564311609 issued on 03.03.2017, son of Late Tarak Chandra Datta, by faith : Hindu, by occupation : Retired; permanent resident of 1112 Cuerno Street, Tallahassee, FL 32304, U.S.A and having Indian address at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (4) **SRI KAMAL KUMAR DATTA**, (PAN: ADRPD9052H, AADHAAR NO. 2700 1688 9655), son of Late Tarak Chandra Datta, by faith : Hindu, by occupation : Business, Nationality: Indian, residing at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (5) **SRI AMAL KUMAR DATTA** (PAN : ADSPD9106B, AADHAAR NO. 2684 6837 4575) son of Late Tarak Chandra Datta, by faith : Hindu, by occupation : Business, Nationality: Indian, both residing at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (6) **SRI AJIT KUMAR DATTA**, (PAN: BHHPD0379Q) an US citizen, having OCI No. A1131640, issued on 09.07.2012 at New York, CGI, having US Passport No. 657529574 issued on 03.12.2020, son of Late Tarak Chandra Datta, by faith : Hindu, by occupation: Retired; permanent resident of 50-15, 97<sup>th</sup> Street, Corona, New York 11368, USA and having Indian address at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (7) **SRI SUBRATA PAUL**, (PAN: AHYPP1270A, AADHAAR NO. 6180 7563 5219) son of Late Binata Paul, by faith : Hindu, by occupation: Service; Nationality: Indian; (8) **MISS JHUMA PAUL**, (PAN: BYGPP3530D, AADHAAR NO. 9381 6937 5459) daughter of Late Binata Paul, by faith : Hindu, by occupation : Unemployed, Nationality: Indian, both residing at 110/24,

Selimpur Road, Post Office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; hereinafter jointly called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART. SRI SANJIT KUMAR DATTA**, the Owner No. 3 is being represented by his constituted Attorney, **SRI RANJAN KUMAR DATTA**, (PAN: ADLPD5592J, AADHAAR NO. 9502 5887 3533), son of Late Santosh Kumar Datta, residing at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Lake, Kolkata-70003, West Bengal, India, by virtue of a Power of Attorney dated 14.06.2022 notarized by Nicole Granger, Notary Public, State of Florida, U.S.A and adjudicated by the Kolkata Collectorate on 22.07.2022; and **SRI AJIT KUMAR DATTA**, the Owner No.6 is being represented by his constituted Attorney, **SRI RANJAN KUMAR DATTA**, (PAN: ADLPD5592J, AADHAAR NO. 9502 5887 3533), son of Late Santosh Kumar Datta, residing at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Lake, Kolkata-70003, West Bengal, India, by virtue of a Power of Attorney dated 13.07.2022 notarized by Samuel J Rivera, Notary Public, State of New York, U.S.A and adjudicated by the Kolkata Collectorate on 08.09.2022.

**A N D**

**M/S KOLKATA CONSTRUCTION**, (PAN: AAYFK6987G) a partnership firm, having its registered office at 8B, Selimpur Road, Police Station: Lake, Kolkata - 700031, represented by its Partners- (1) **SRI VISHESH SHARMA**, (PAN: NMQPS4711F, AADHAAR NO. 2651 5356 1190) son of Vasu Deo Sharma, by faith : Hindu, by occupation: Business, Nationality: Indian, residing at 24, Prince Anwar Shah Road, Cambridge, Flat 8D, Post Office-Tollygunge, Police Station: Charu Market, Kolkata - 700033; and (2) **SRI KARAN BIR CHHIBBAR**, (PAN: AFLPC7463F, AADHAAR NO.7040 8541 4647) son of Paramjit Chhibbar, by faith : Hindu, by occupation: Business, Nationality: Indian, residing at 60, Southern Avenue, Post Office-Sarat Bose Road, Police Station: Tollygunge, Kolkata-700029, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or

repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** by virtue of a registered Deed of Sale dated 25.01.1964, the Ballygunge Real Property & Building Society Limited as owner sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring 2 (two) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet, be the same or a little more or less, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur, at and being Municipal Premises No.110/24 Selimpur Road, Calcutta unto and in favour of Sri Priya Ranjan Chowdhury, son of Late Rajkumar Chowdhury. The said Deed was registered at the Office Sub-Registrar of Alipore and entered in Book No. 1, Volume No. 14, Page Nos. 208 to 218, Being No. 654 for the Year 1964.

**AND WHEREAS** by virtue of a registered Deed of Relinquishment (Nadabi Patra) dated 20.08.1968, the said Sri Priya Ranjan Chowdhury relinquished and/or released all the right, title and interest in respect of **ALL THAT** piece and parcel of land measuring 2 (two) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet, be the same or a little more or less, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur, at and being Municipal Premises No. 110/24 Selimpur Road, unto and in favour of Sri Santosh Kumar Datta, Sri Sanjit Kumar Datta, Sri Ajit Kumar Datta, Sri Kamal Kumar Datta and Sri Amal Kumar Datta. The said Deed was registered at the Office Sub-Registrar of Alipore and entered in Book No. 1, Volume No. 100, Page Nos. 147 to 148, Being No. 5402 for the Year 1968.

**AND WHEREAS** thus, the said Sri Santosh Kumar Datta, Sri Sanjit Kumar Datta, Sri Ajit Kumar Datta, Sri Kamal Kumar Datta and Sri Amal Kumar Datta became the joint Owners in respect of **ALL THAT** piece and parcel of land measuring 2 (two) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet, be the same or a little more or less, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24 Selimpur Road, Calcutta and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** by virtue of a registered Deed of Gift dated 23.11.2004, the said Sri Kamal Kumar Datta gifted his 1/5<sup>th</sup> undivided share and while Sri Sanjit Kumar Datta, gifted his undivided 1/10<sup>th</sup> share (out of his 1/5<sup>th</sup> share) out of **ALL THAT** piece and parcel of land measuring 2 (two) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet, be the same or a little more or less, whereupon two storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24 Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, unto and in favor of Sri Santosh Kumar Datta. The said Deed was registered at the Office of Additional District Sub-Registrar of Alipore and entered in Book No. I, Volume No. 284, Page Nos. 95 to 96, Being No. 04409 for the Year 2004.

**AND WHEREAS** the said Sri Santosh Kumar Datta became the Owner in respect of ½ (half) share being land measuring 1 Cottah 2 Chittacks 18 square feet, Sanjit Kumar Datta retained ownership of 1/10<sup>th</sup> share being land measuring 3 Chittacks 30.2 square feet, Sri Ajit Kumar Datta became owner of undivided 1/5<sup>th</sup> share being land measuring 7 Chittacks 15.4 square feet while Sri Amal Kumar Datta became owner of undivided 1/5<sup>th</sup> share, being land measuring 7 Chittacks 15.4 square feet in respect of Municipal Premises No. 110/24 Selimpur Road, Police Station-Jadavpur, Calcutta-700031.

**AND WHEREAS** one Azgar Ali Mondal, son of Late Nanda Mondal and Ahaladi Begum, daughter of Late Nanda Mondal by virtue of a registered Deed of Sale dated 13.03.1962, sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring 3(three) Cottahs 4 (four) Chittacks 18(eighteen) Square Feet, be the same or a little more or less, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur, at and being part of Municipal Premises No. 110/24 Selimpur Road Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, unto and in favor of Sri Sanjit Kumar Datta, son of Late Tarak Chandra Datta. The said Deed was registered in the office of Sub-

Registrar 24 Parganas and entered in Book No.I. Volume No.34, Page Nos.242 to 252, Being No.2096 for the year 1965.

**AND WHEREAS** after purchasing the aforesaid the said Sri Sanjit Kumar Datta was seized and possessed of the same as owner.

**AND WHEREAS** after purchasing the aforesaid property while Sri Sanjit Kumar Datta was seized and possessed of the same as Owner, by virtue of a registered Deed of Gift dated 03.07.1981 gifted **ALL THAT** piece and parcel of Bastu land measuring 2 (two) Cottahs 3(three) chittacks 7(seven) square feet out of 3(three) Cottahs 4 (four) Chittacks 18(eighteen) Square Feet, be the same or a little more or less, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur, at and being part of Municipal Premises No. 110/24 Selimpur Road Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, unto and in favor of Sri Ajit Kumar Datta, Sri Amal Kumar Datta and Sri Kamal Kumar Datta. The said Deed was registered at the office of District Sub-Registrar at Alipore and entered in Book No.I, Volume No.308, Page Nos.95 to 101, Being No.9314 for the year 1981.

**AND WHEREAS** after acquiring the Ownership in respect of the aforesaid property by virtue of Gift, the said Sri Ajit Kumar Datta, Sri Amal Kumar Datta and Sri Kamal Kumar Datta became the joint owners in respect of **ALL THAT** piece and parcel of land measuring 2 (two) Cottahs 3(three) chittacks 7(seven) square feet, be the same or a little more or less and got their names mutated in respect of the aforesaid property in the records of Kolkata Municipal Corporation and the property has since been separated apportioned and known as Municipal Premises No. 110/24A, Selimpur Road Police Station - Jadavpur, Kolkata - 700 031, under Ward No. 92.

**AND WHEREAS** after gifting the aforesaid land, the said Sanjit Kumar Datta retained ownership in respect of land measuring 1 (one) Cottah 1 (one) Chittack 11 (eleven) square feet at and being part of Municipal Premises No. 110/24, Selimpur Road Police Station - Jadavpur, Kolkata - 700 031.

**AND WHEREAS** after acquiring ownership of the said Sri Ajit Kumar Datta, Sri Amal Kumar Datta and Sri Kamal Kumar Datta constructed a three storied building upon Municipal Premises No. 110/24A, Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031 and residing there with the members of their family.

**AND WHEREAS** Sri Ajit Kumar Datta, Sri Amal Kumar Datta and Sri Kamal Kumar Datta, became the joint owners in respect of **ALL THAT** piece and parcel of land measuring 2 (two) Cottahs 3(three) chittacks 7(seven) square feet, be the same or a little more or less, whereupon three storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24A, Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031.

**AND WHEREAS** Sri Santosh Kumar Datta, Sri Ajit Kumar Datta, Amal Kumar Datta and Sanjit Kumar Datta became the joint owners in respect of **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks 43 (forty three) Square Feet be the same or a little more or less (land measuring 2 (two) Cottahs 4 (four) Chittacks 32 (thirty two) Square Feet owned by Sri Santosh Kumar Datta, Sri Ajit Kumar Datta, Amal Kumar Datta and Sanjit Kumar Datta and land measuring 1 Cottah 1 Chittacks 11 Square Feet owned by Sanjit Kumar Datta), whereupon a two storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24 Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92,

**AND WHEREAS** it is pertinent to mention herein that the said Sanjit Kumar Datta became the Owner of undivided land measuring 3 Chittacks 30.2 Square Feet + land measuring 1 Cottah 1 Chittacks and 11 Square Feet all together land measuring 1 Cottah 4 Chittacks and 41.2 Square Feet, together with structure, Santosh Kumar Datta became the Owner of land measuring 7 Chittacks 15.4 Square Feet +11 Chittacks 0.6 Square Feet altogether land measuring 1 Cottah 2 Chittacks and 16 Square Feet, Ajit Kumar Datta became the owner of land measuring 7 Chittacks 15.4 square feet while Amal Kumar Datta

became the owner of land measuring 7 Chittacks 15.4 square feet, altogether land measuring **3(three) Cottahs 5 (five) Chittacks 43(forty three) square feet**, be the same or a little more or less, at and being Municipal Premises No. 110/24 Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92.

**AND WHEREAS** by virtue of a registered Deed of Gift dated 17.12.2018, the said Santosh Kumar Datta and Sanjit Kumar Datta as Donors gifted undivided land measuring 2 Chittacks and 100 square feet pucca structure at and being part of Municipal Premises No.110/24 Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, unto and in favor of Kamal Kumar Datta. The said Deed of Gift was registered at the office of Additional District Sub-Registrar at Alipore and entered in Book No.I, Volume No.1605-2019, Page Nos.181 to 208, Being No.160508197 for the year 2018.

**AND WHEREAS** thus, Sri Santosh Kumar Datta, Sri Ajit Kumar Datta, Amal Kumar Datta, Sanjit Kumar Datta and Kamal Kumar Datta became the joint owners in respect of **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 5 (five) Chittacks 43 (forty three) Square Feet be the same or a little more or less whereupon two storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24 Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92.

**AND WHEREAS** Kamal Kumar Datta became the owner of undivided 1/3<sup>rd</sup> share being **ALL THAT** land measuring 11 chittacks 32.33 square feet be the same or a little more or less, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24A, Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, together with all right of easements, facilities and amenities annexed thereto.



**AND WHEREAS** by virtue of a registered Deed of Gift dated 17.12.2018 Sri Kamal Kumar Datta gifted **ALL THAT** undivided land measuring 2 Chittacks and 180 square feet, be the same or a little more or less out of land measuring 11 chittacks 32.33 square feet be the same or a little more or less, at and being part of Municipal Premises No. 110/24A, Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, together with all right of easements, facilities and amenities annexed thereto in favor of Sri Santosh Kumar Datta and Sri Sanjit Kumar Datta. The said Deed of Gift was registered in the office of Additional District Sub-Registrar at Alipore and entered in Book No.I, Volume No.1605-2018, Page Nos.263666 to 236692, Being No.160508242 for the year 2018.

**AND WHEREAS** thus, the said Santosh Kumar Datta, Ajit Kumar Datta, Amal Kumar Datta, Sanjit Kumar Datta and Kamal Kumar Datta become the joint owners in respect of **ALL THAT** piece and parcel of land measuring 2(two) Cottahs 3(three) Chittacks 7(seven) square feet, be the same or a little more or less, whereupon three storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being Municipal Premises No. 110/24A Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92.

**AND WHEREAS** the said Santosh Kumar Datta died intestate on 16.08.2020 leaving behind his one son Sri Ranjan Kumar Datta and a married daughter Smt. Smita Das as his heirs and after the demise of Santosh Kumar Datta his son and daughter inherited his share jointly in the aforesaid premises.

**AND WHEREAS** by virtue of a registered Deed of Gift dated 30.12.2021 the said Sri Amal Kumar Datta, Sri Ranjan Kumar Datta and Smt. Smita Das as Donors jointly gifted a part of their undivided share at and being Municipal Premises No. 110/24, Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92 unto and in favor of Subrata Paul and Jhuma Paul, the Owner Nos.7 & 8. The said Deed of Gift was

registered at the office of Additional District Sub-Registrar, Alipore and entered in Book No.1, Volume No.1605-2022, Page Nos.605 to 631, Being No.160503562 for the year 2021.

**AND WHEREAS** by virtue of a registered Deed of Gift dated 30.12.2021 the said Sri Amal Kumar Datta and Sri Kamal Kumar Datta gifted a part of their undivided share at and being Municipal Premises No. 110/24A, Selimpur Road, Police Station - Jadavpur, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92 unto and in favour of Subrata Paul and Jhuma Paul, the Owner Nos.7 & 8. The said Deed of Gift was registered at the office of Additional District Sub-Registrar, Alipore and entered in Book No.1, Volume No.1605-2022, Page Nos.369 to 399, Being No.160503561 for the year 2021.

**AND WHEREAS** after execution and registration of the Deed of Gifts as aforesaid, by the parties amongst themselves, the owners filed application before the Kolkata Municipal Corporation for amalgamation of the said two property into one property after ratification of all formalities and two contiguous properties being KMC Premises Nos. 110/24 Selimpur Road and Premises No.110/24A Selimpur Road has since been amalgamated and known as KMC Premises No.110/24 Selimpur Road, Police Station - Lake, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92 containing land measuring 5 Cottah 9 Chittacks 5 square feet.

**AND WHEREAS** the present owners own and possess of **ALL THAT** piece and parcel of land measuring 5 (five) Cottahs 9 (nine) Chittacks 5 (five) Square Feet, be the same or a little more or less, whereupon one three-storied and one two-storied building standing thereon, lying and situate in Dag No.251, under Khatian No. 46 of Mouza-Selimpur at and being K.M.C Premises No.110/24, Selimpur Road, Police Station-Lake, Kolkata-700031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No.92, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District- South 24 Parganas, together with all right and easement, facilities and amenities annexed thereto, which has been specifically described in **SCHEDULE "A"** hereunder and hereinafter referred to as the "**said Property**".

**AND WHEREAS** the said Owners were desirous of developing the said property by constructing new multistoried building upon the said property mentioned in **SCHEDULE-"A"** hereunder in accordance with the building plan to be sanctioned / approved by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds, the Owners are unable to start the construction of the said building and had been in search of Promoter and/or Developer, who can undertake the responsibility of construction of such building on the said property of his/her/their own arrangement and expenses.

**AND WHEREAS** having come to know the intention of the Owners, the Developer contacted the Owners and requested them to allow and develop the said property as desired by the Owners by constructing the proposed building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

**AND WHEREAS** on or before execution of this Development Agreement the owners came in contact of the Developer and on negotiation the Owners agreed to develop the said property through the Developer after amalgamation of the two properties being KMC Premises Nos. 110/24 and 110/24A, Selimpur Road, Police Station - Lake, Kolkata - 700 031 and the Developer shall pay all expenses for amalgamation and mutation as also to make payment of due taxes relating to the aforesaid two properties for and on behalf of the owners. The Developer paid all expenses for such amalgamation and mutation and paid all due taxes for viability of the project on behalf of the Owners.

**AND WHEREAS** on negotiation between the parties, the Owners have agreed to allow the Developer to develop the said property on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** the following terms and conditions:-

**ARTICLE-I: DEFINITIONS**

- 1.1. **OWNERS**:- Shall mean and include (1) **SRI RANJAN KUMAR DATTA**, son of Late Santosh Kumar Datta, residing at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-

700031; (2) **SMT. SMITA DAS**, wife of Mihir Kumar Das, residing at P-43, Green View, Garia, Post office: Police Station- Patuli, Kolkata-700084; (3) **SRI SANJIT KUMAR DATTA**, son of Late Tarak Chandra Datta, permanent resident of 1112 Cuerno Street, Tallahassee, FL 32304, U.S.A and having Indian address at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (4) **SRI KAMAL KUMAR DATTA**, son of Late Tarak Chandra Datta, residing at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (5) **SRI AMAL KUMAR DATTA**, son of Late Tarak Chandra Datta, both residing at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (6) **SRI AJIT KUMAR DATTA**, son of Late Tarak Chandra Datta, permanent resident of 50-15, 97<sup>th</sup> Street, Corona, New York 11368 and having Indian address at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (7) **SRI SUBRATA PAUL**, son of Late Binata Paul; and (8) **MISS JHUMA PAUL**, daughter of Late Binata Paul, both residing at 110/24, Selimpur Road, Post Office: Dhakuria, Police Station- Lake, Kolkata-700031, and their respective heirs, executors, administrators, legal representatives and assigns.

- 1.2. **DEVELOPER:-** Shall mean and include **M/S KOLKATA CONSTRUCTION**, a partnership firm, having its registered office at 8B, Selimpur Road, Police Station: Lake, Kolkata - 700031, represented by its Partners- (1) **SRI VISHESH SHARMA**, son of Vasu Deo Sharma, residing at 24, Prince Anwar Shah Road, Cambridge, Flat 8D, Post Office-Tollygunge, Police Station: Charu Market, Kolkata -700033; and (2) **SRI KARAN BIR CHHIBBAR**, son of Paramjit Chhibbar, residing at 60, Southern Avenue, Post Office-Sarat Bose Road, Police Station: Tollygunge, Kolkata - 700029, and its heirs, executors, administrators, legal representatives and assigns.
- 1.3. **TITLE DEEDS:-** Shall mean and include all the original documents relating to title of the said property shall be handed over by the Owners to the Developer at the time of execution of this Agreement.
- 1.4. **PROPERTY:-** Shall mean and include **ALL THAT** piece and parcel of land measuring 5 (five) Cottahs 9 (nine) Chittacks 5 (five) Square

Feet, be the same or a little more or less, whereupon one three-storied and one two-storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being K.M.C Premises No.110/24, Selimpur Road, Police Station-Lake, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No.92, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District- South 24 Parganas, together with all right and easement, facilities and amenities annexed thereto, which has been specifically mentioned in **SCHEDULE "A"** hereunder.

- 1.5. **BUILDING**:- Shall mean and include the construction to be made upon the said property.
- 1.6. **OWNERS' ALLOCATION**: - Shall mean and include and has been mentioned in the **SCHEDULE-"B"** hereunder.
- 1.7. **DEVELOPER'S ALLOCATION** :- Shall mean and include and has been mentioned in the **SCHEDULE-"C"** hereunder.
- 1.8. **COMMON FACILITIES & AMENITIES** : Shall mean and include corridors, ways, stair ways, passage way, drive ways, common lavatories, if any pump space, underground water reservoir, overhead water tank, roof, water pump, motor, lift and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/floors/ flats/ car parking spaces which has been specifically been mentioned in the **SCHEDULE "D"** hereunder.
- 1.9. **SALEABLE SPACE**: Shall mean and include units/floors/ flats /car parking space/s, in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said property and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the

Owners and his nominees including the intending Purchaser/s and the common use and enjoyment thereof, which has been mentioned in **SCHEDULE-"E"** hereunder.

- 1.11. **THE ARCHITECT:** Shall mean and include a company or person who has been appointed by the Developer and shall design and plan the building on the said property and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.12. **BUILDING PLAN:** Shall mean and include such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.
- 1.13. **BUILT UP AREA:** Shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns, as specified in the Plan Sanctioned by the Kolkata Municipal Corporation.
- 1.14. **TRANSFEROR:** Shall mean and include the Owners and the Developer who intends to sell the units/floors/ flats /car parking space/s allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.
- 1.15. **TRANSFeree:** Shall mean and include the person, firm, limited company or an Association or persons to whom units/floors/ flats/spaces/car parking spaces, if any in the building has been transferred.
- 1.16. **TRANSFER:** Shall mean and include with its grammatical variation transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchasers thereof.
- 1.17. **ROOF/TERRACE:** Shall mean and include the ultimate roof of the said building under Section 3(d) (2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities

- 1.18. **NOTICE** :- Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1.19. **SINGULAR**: Shall mean and include plural and vice versa, masculine shall include feminine and vice versa.

**ARTICLE-II COMMENCEMENT**

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

**ARTICLE-III: OWNERS' RIGHT & REPRESENTATION**

- 3.1. The Owners hereto absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5 (five) Cottahs 9 (nine) Chittacks 5 (five) Square Feet, be the same or a little more or less, whereupon one three-storied and one two-storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being K.M.C Premises No. 110/24, Selimpur Road, Police Station - Lake, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District- South 24 Parganas, which has specifically been described in the **SCHEDULE-"A"** hereunder together with all right of easements, common facilities and amenities annexed thereto.
- 3.2. Save and except the Owners, nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said property.
- 3.3. The said property is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4. The Owners have no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

- 3.5. The Owners have not sold, entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said property prior to execution of this agreement.
- 3.6. The Owners shall handover vacant possession the said property to the Developer on receiving notice to do so from the developer within 30 days from the date of notice.
- 3.7. The said property is not subject to any notice of acquisition or requisition.
- 3.8. The Owners have mutated their names in the records of the Kolkata Municipal Corporation.

**ARTICLE-IV: DEVELOPER'S RIGHTS**

- 4.1. The Owners hereby grant exclusive right to the Developer to develop the said property by way of constructing building thereon in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.2. The Owners will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan from the appropriate authority and the Developer shall bear the expenses for such acts including Architect's Fees.
- 4.3. The Developer shall pay and bear all expenses towards sanction plan, building material, lawyer fees and all construction charges of the new building and to complete it in all respects at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees and other charges, expenses required to be paid or deposited for the purpose of development of the said property.
- 4.4. It is made clear that save and except the considerations mentioned in **SCHEDULE-"B"**, hereunder in lieu of the land of the said property, all the constructed area of the proposed building being all the units/floors/flats/car parking space/ spaces will be the property of the Developer herein as mentioned in **SCHEDULE-"C"** hereunder and



if the Developer so desires, it could be disposed of by himself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the developer or creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the developer for the purpose of development of the said property in terms hereof and to deal with the Developer's Allocation.
- 4.6. The Developer shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the prospective buyers of the units/floors/flats/car parking space/spaces of the proposed building.

#### **ARTICLE-V: CONSIDERATION**

- 5.1 In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said property to the Developer and in lieu of the land of the said property; the Developer agrees and/or undertakes to also construct area as mentioned **SCHEDULE - "B"** hereunder in the proposed building.
- 5.2 Apart from the owners allocation as mentioned in **SCHEDULE "B"** hereunder the Developer shall pay a sum of Rs.18,00,000/- to the owners as non-refundable amount in the manner following :-
- a. Rs.10, 50,000/- (Rupees Ten Lac Fifty Thousand) only on or before execution of the Development Agreement.
  - b. Rs.7, 50,000/- (Rupees Seven Lac Fifty Thousand) only at the time of handing over possession of the owners allocation to the owners.
- 5.3 Save and except the Owner's allocation, the Developer is entitled to get rest constructed area of the proposed building together with undivided impartible and proportionate share of the land of the said property including all right of easements common facilities and amenities annexed thereto particularly mentioned in the **SCHEDULE "C"** hereunder.

- 5.4 In the existing building at the said property there are existing tenants/Occupiers who are occupying parts of the buildings. The Developer shall rehabilitate the tenants from its allocation in the proposed building. The Developer shall obtain sanction of the building plan showing the allocation of the tenanted portion. It has been agreed between the parties that at any such time, if the Tenants/Occupiers want to vacate/leave the tenanted portion in the proposed building for a compensation, the Developer shall pay the compensation to the tenant/s thereby surrendering their tenancy. All the surrendered portion of the tenancy vacated by the Developer on payment of compensation to the Tenants/Occupiers shall be treated as Developer's Allocation and the Developer shall have every right to sell, transfer, alienate it to any third party and receive consideration amount for it from its nominee/intending purchaser/s in its Account.

**ARTICLE-VI: POSSESSION**

- 6.1. The Owners shall handover vacant possession the said property to the Developer on receiving notice to do so from the developer within 30 (thirty) days from the date of notice.
- 6.2. The Owners shall hand over the original papers and documents relating to the said property simultaneously on execution and registration of this agreement to the developer and the Developer shall acknowledge receipting of the same by tendering receipt of it.

**ARTICLE-VII: PROCEDURE**

- 7.1 The Owners shall also grant proper authority to the Developer and/or its nominee or nominees by giving a registered General Power of Attorney as may be required by the Developer for the purpose of construction of the proposed building as per plan to be sanctioned by the Kolkata Municipal Corporation and for development of the said property through construction and selling out the flats, car parking spaces of their share together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s, sign and execute all necessary papers, deeds, documents, plans etc. in respect of Developer's Allocation only and for the purpose of development of the said property and represent the Owners for all

purpose in connection with necessary and appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owners. Any Partner of the Developer can sign all papers and documents including Agreement for Sale, Deed of Conveyance for and on behalf of the Owners.

- 7.2 Apart from the registered General Power of Attorney, the Owners do hereby undertakes that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said property, if necessary.
- 7.3 The Owners shall handover the original documents relating to the title of the said property to the Developer at the time of execution of this Agreement and the Developer will duly acknowledge the receipt of it. The Developer shall return and handover the original documents to the Owners after completion of the building and the Owners shall handover the original documents to the Building Owners Association after its formation.
- 7.4 The Developer shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Purchaser/Nominee to be selected by the Developer, on the basis of the registered Power of Attorney.

**ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING**

- 8.1. On completion of the building/s the Developer shall handover possession of the Owners' allocation to the owners.
- 8.2. The Owners will be entitled to transfer or otherwise deal with their allocated units/floors/flats and car parking spaces in the building and the Owners shall have no right, title interest and/or authority to deal with any other portion of the proposed building.
- 8.3. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed by the Owners and the Developer and their heirs and nominees and the Owners and the Developer shall have exclusive right to dispose of its share in common portions in any manner whatsoever.

- 8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/flats/car parking spaces together with proportionate share of land excluding the allocations provided for the Owners under Owners' allocation, as mentioned **SCHEDULE-"B"** hereunder, of the said proposed building/s upon the said property with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owners herein will have no right and share and will not be entitled to any portion thereof.
- 8.5. The Developer shall be entitled to enter into Agreement for Sale or transfer in respect of Developer's allocation on the basis of the registered General Power of Attorney and entitled to sign all necessary documents on behalf of the Owners. However, such dealing shall not in any manner fasten or create any financial and / or legal liability /responsibility upon the Owners.
- 8.6. The Developer shall execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer's allocation of the building/s and to transfer the undivided proportionate share of the land on behalf of the Owners, save and except the Owner's allocation, on the strength of the registered General Power of Attorney. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

**ARTICLE-IX: BUILDING**

- 9.1. The Developer shall at its own costs construct erect and complete the building at the said property with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect from time to time.

- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are deemed as inferior to the standard as mentioned in the Corporation Building Laws, will not be used by the Developer.
- 9.3. The Developer shall install erect in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities for the entire building as are required to be provided in a building having self contained units/floors/flats/car parking spaces and constructed for sale of units/floors/ flats /car parking spaces herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the buildings.
- 9.5. The Developer shall at his own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building in it various unit<sup>s</sup>/floors/flats/car parking space/ spaces therein.
- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility in this context to the Architect.

**ARTICLE-X: COMMON FACILITIES**

- 10.1. The Developer shall pay and-bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful khas possession of the property.
- 10.2. As soon as the building is completed, the Developer shall give written notice to the Owners requiring the Owners to take possession of the

Owners' allocation in the building. Then after expiry of 15 (Fifteen) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

- 10.3. The Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building.
- 10.4. Both the Developer and Owners herein shall enjoy their respective allocations/portions in the said building forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

#### **ARTICLE-XI: COMMON RESTRICTION**

The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the follows:-

- 11.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-

- a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
  - b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all common expenses etc. and whatsoever shall be payable in relation to the area of each of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.
  - 11.5. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc., in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from or against the consequence of any breach.
  - 11.6. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
  - 11.7. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
  - 11.8. Neither party 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 the compounds, corridors or any other portion or portions of the building.

- 11.9. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or 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, gas and water pipes and electric wires and for any similar purpose.

**ARTICLE-XII: OWNERS' OBLIGATIONS**

- 12.1. The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said property by the Developer. If any unreasonable interference or hindrance is caused by the Owners or their agents servants representatives causing hindrance or impediment to such construction the Owners will be liable for damages.
- 12.2. The Owners doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said property in favour of the intending buyers of units/floors/flats/car parking spaces/space in the said building/s. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.
- 12.3. The Owners doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said property or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/Agreement.
- 12.4. The Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of units/floors/flats/car parking spaces/space, of the said building provided the Developer abided by



the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building/s by the Developer shall be only 21 (Twenty One) months from the date of sanction of the building plan or handing over possession of the said property whichever is later and the grace period for completion of the proposed building is for 6(six) month only.

- 12.5. The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said property/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6. The Owners hereto without being influenced or provoked by anybody do hereby categorically state that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owners hereto, the Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the Development Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/flats/car parking spaces/space of the said building/s at their sole discretion without having any attachment and/or share thereon of the Owners hereto.
- 12.7. The Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said property, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will not be suspended.
- 12.8. The Owners shall handover all original papers and documents relating to the said property to the Developer at the time of execution of this Agreement and the Developer shall acknowledge to receive of the same by tendering receipt of it.

- 12.9. The Owners shall pay proportionate expenses towards installation of Generator, Transformer, Electricity connection or other common facilities that may be provided/needed in the proposed building.

**ARTICLE-XIII: DEVELOPER'S OBLIGATIONS**

- 13.1. The Developer doth hereby agrees and covenants with the Owners to complete the construction of the building within 21 (twenty-one) months from the date of sanction of the building plan or handing over possession of the said property whichever is later. (Time being considered as the essence of this contract). The grace period for completion of the proposed building is only for 6 (six) months.
- 13.2. The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners is prevented from enjoying selling assigning and/or disposing of any of the Owners' allocations in the building/s at the said property.
- 13.3. The Developer hereby agrees and covenants with the Owners that at the time of preparing of the building plan it shall consult with the Owners regarding the Owners allocation.
- 13.4. The Developer doth hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owners. The Developer is liable to hand over possession of the Owners first and then the Developer shall hand over possession of the Developer's Allocation to the intending purchasers or its nominee/s.
- 13.5. The Developer hereby agrees and covenants with the Owners not to part with possession of the Owners' allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be erected upon the said property.
- 13.6. The Developer shall not take any loan from the bank or financial institution creating charge over the said property as equitable mortgage or in any manner whatsoever but shall be allowed to keep the Developer's allocation as equitable mortgage only in respect of

flats and car parking space of the intending Purchaser who wants to purchase and/or buy the same from the Developer.

- 13.7. The Developer shall not assign the agreement to any other third party without the consent of the Owners.
- 13.8. The Developer shall provide rent or license fee to the owners for 6(six) tenanted or licensed accommodation to the tune of Rs.10,000/- per accommodation to the Owner Nos. 1, 2, 3, 4, 5 and 7,8 (jointly) till handing over possession of the owners' allocation. The Owners shall not claim any amount over and above the amount of Rs.10, 000/- per accommodation from Developer and if any extra is to be needed, the owners shall pay it from their owner pocket.

**ARTICLE-XIV: OWNERS' INDEMNITY**

- 14.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space which is under developer's allocation only without any interference or disturbances on the part of the Owners provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

**ARTICLE-XV: MISCELLANEOUS**

- 15.1. The Owners and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owners and the Developer.
- 15.2. Immediately after possession of property is given by the Owners, the Developer shall be entitled to start construction of the said building at the said property.
- 15.3. The Owners and Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 15.4. The Developer and/or its nominees/assignees and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owners hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owners of the respective apartment(s)/ and/or car parking areas/ garages/shop of the said building, after the handover of the possession to them by the Developer and Owners; shall maintain the same themselves and/or through an association/society to be formed for such purpose.
- 15.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owners and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 15.6. In the proposed building to be constructed by the Developer, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owners share/ allocation. However; the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the Developer s share/allocation shall be solely decided by the Developer.

**ARTICLE-XVI: FORCE MAJEURE**

- 16.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".
- 16.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this

Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

**ARTICLE-XVII: JURISDICTION**

17.1 The Courts (Civil & Criminal) of Alipore and also the Hon'ble High Court shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**THE SCHEDULES ABOVE REFERRED TO**  
**SCHEDULE - "A"**

*(Description of the said property)*

**ALL THAT** piece and parcel of land measuring 5 (five) Cottahs 9 (nine) Chittacks 5 (five) Square Feet, be the same or a little more or less, whereupon one two-storied & one three-storied building standing thereon measuring covered area of 6000 square feet, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being K.M.C Premises No. 110/24, Selimpur Road, Police Station - Jadavpur now Lake, Kolkata - 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No.92, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District- South 24 Parganas, together with all right of

easements, common facilities and amenities annexed thereto, which is butted and bounded as follows:-

- ON THE NORTH BY** : - 20' Feet Wide Road;  
**ON THE SOUTH BY** : - Premises No. 112 G, Selimpur Road;  
**ON THE EAST BY** : - Premises No. 28/1/1;  
**ON THE WEST BY** : - Premises No. 112 A, Selimpur Road;

**THE SCHEDULE "B" ABOVE REFERRED TO**  
*(Owners' Allocation)*

In lieu of the land of the said premises/property, the Owners will be entitled to get the flat(s), car parking space(s), non-refundable amount and shifting charges for rent / license fee in the manner following:-

1. The Owners namely Ranjan Kumar Datta, Smita Das, Sanjit Kumar Datta, Kamal Kumar Datta, Amal Kumar Datta, Ajit Kumar Datta, Subrata Paul, Jhuma Paul will be entitled to the following:-
  - (i) **ALL THAT** one self contained flat measuring 1053 square feet (super built up area) on the Eastern side of the third floor and one car parking space in the ground floor of the proposed building;
  - (ii) **ALL THAT** one self contained flat measuring 995 square feet (super built up area) on the Northern side of the third floor of the proposed building;
  - (iii) **ALL THAT** one self contained flat measuring 1150 square feet (super built up area) on the Eastern side of the First floor and one car parking space in the ground floor of the proposed building;
  - (iv) **ALL THAT** one self contained flat measuring 1150 square feet (super built up area) on the Eastern side of the Second floor and one car parking space in the ground floor of the proposed building;
  - (v) **ALL THAT** one self contained flat measuring 1150 square feet (super built up area) on the Western side of the Second floor and one car parking space in the ground floor of the proposed building;
  - (vi) **ALL THAT** one self contained flat measuring 1150 square feet (super built up area) on the Western side of the Third floor and one car parking space in the ground floor of the proposed building;

- (vii) **ALL THAT** one self contained flat measuring 995 square feet (super built up area) on the Northern side of the First floor and one car parking space in the ground floor of the proposed building;
2. Apart from the constructed area the Owners are also entitled to the following:-
- a) The Owner Nos.1 & 2, Ranjan Kumar Datta and Smita Das will jointly be entitled to a sum of Rs.9,00,000/- (Rupees Nine Lac) only as non-refundable amount out of which they are receiving a sum of Rs.7,00,000/- only as advance (as per memorandum of consideration appended hereunder) & Rs 2,00,000/- only at the time of handing over the owners allocation, along with a sum of Rs.20,000/- per month towards rent or license fee for temporary shifting from the date of handing over possession of their part in the said premises till receiving possession of their allocation in the proposed building;
  - b) The Owner No.3, Sanjit Kumar Datta will be entitled to a sum of Rs.10,000/- per month towards rent or license fee for temporary shifting from the date of handing over possession of his part in the said premises till receiving possession of his allocation;
  - c) The Owner No.4, Kamal Kumar Datta will be entitled to a sum of Rs.3,00,000/- (Rupees Three Lac) only as non-refundable amount out of which he is receiving a sum of Rs.1,50,000/- only as advance (as per memorandum of consideration appended hereunder) & Rs 1,50,000/- only at the time of handing over the owners allocation, along with a sum of Rs.10,000/- per month towards rent or license fee for temporary shifting till from the date of handing over possession of his part in the said premises till receiving possession of their allocation in the proposed building;
  - d) The Owner No.5, Amal Kumar Datta will be entitled to a sum of Rs.3,00,000/- (Rupees Three Lac) only as non-refundable amount out of which he is receiving a sum of Rs.1,00,000/- only as advance (as per memorandum of consideration appended hereunder) & Rs 2,00,000/- only at the time of handing over the owners allocation, along with a sum of Rs.10,000/- per month

towards rent or license fee for temporary shifting from the date of handing over possession of his part in the said premises till receiving possession of their allocation in the proposed building;

- e) The Owner Nos.7 & 8, Subrata Paul and Jhuma Paul will jointly be entitled to Rs.3,00,000/- (Rupees Three Lac) only as non-refundable amount out of which they are receiving a sum of Rs.1,00,000/- only as advance (as per memorandum of consideration appended hereunder) & Rs 2,00,000/- only at the time of handing over the owners allocation. A sum of Rs.10,000/- per month towards rent or license fee for temporary shifting from the date of handing over possession of their part in the said premises till receiving possession of their allocation in the proposed building.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
*(Developer's Allocation)*

Save and except the Owners allocation, non-refundable amount and shifting charges for temporary accommodation as mentioned in **SCHEDULE "B"** hereinabove in lieu of making construction of the building at its own costs and expenses; the Developer will be entitled to get the remaining of the constructed area of the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
*(Common Areas/ Portions)*

1. Entrance and exits to the said property and the proposed building.
2. Boundary walls and main gate of the said property and proposed building.
3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
4. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).



5. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.
6. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
7. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Property and the said Building as are necessary for passage and user of the flats/ units in common by the Co-owners.
8. Land underneath of the proposed building.
9. Lift and lift machine room.
10. Septic Tank.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
*(Common expenses)*

On completion of the building, the Owners, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Property and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;

- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owners in common;

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)**

**FLOORING** :

- (a) Vitrified tiles on entire flat and to skirting 4" high.
- (b) Kitchen to have one Granite cooking platform and ceramic tiles up to 30" height over platform.
- (c) Toilets to have ceramic flooring with dado of ceramic tiles up to door level.

**KITCHEN** :

- (a) One Stainless steel sink with tap.
- (b) 2 ft. wide granite stone working top as in layout.

**DOORS** :

- (a) Main entrance shall have flush door hung on 3 nos. of steel hinges and fitted with a peep hole, lock with night latch all complete of Godrej make.
- (b) All other entrances shall have flush door hung on 3 nos. steel hinges fitted with handles.
- (c) Toilets will have PVC Doors.

**WINDOWS** :

All windows to be of Aluminum frame (colour shall be the discretion of the Developer). The toilet glass shall be translucent.

**WALLS** :

The building shall be painted externally with two coats of All-weather paint and internally smooth plaster of paris finish on walls.

**SANITARYWARE** :

All plumbing lines shall be concealed

- (a) One shower.
- (b) One No. of Tap with Hot & Cold Mixture.
- (c) One water closet of white colour
- (d) One countertop washbasin of white colour with taps.
- (e) All bathroom fitting will be of Parryware/Jaquar/Similar.

**ELECTRICAL** :

- (a) One fan point, Two light points and one 5amp plug point in bed rooms.
- (b) Three light points, two fan points, two 5 amp plug points, one cable point in the living and dining room.
- (c) One light point, one water filter point, one exhaust fan point, one 5amp point and one 15amp point in kitchen.
- (d) One light point, one exhaust fan point, one geyser point in each toilet.
- (e) One light point in balcony and one bell point in main door.
- (f) Two AC point will be provided.
- (f) All electrical wires will be of Finolex/Havells make.
- (g) All switches will be Modular.

**SPECIAL FITTINGS** :

To be provided at extra cost.

**Material to be used for construction:**

1. ISI Marked Rods shall be used.
2. Ultratech/JSW /Ambuja Cement will be used.
3. First Class quality Stone Chips & Sand will be used.

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on this the day, month and year first above written.

**SIGNED SEALED & DELIVERED** by the **PARTIES** at Kolkata in the Presence of :-  
**WITNESSES :-**

1. Goutam Jana  
Aizore Judges court  
Kolkata - 700027

2. Nirmai Ghiri  
Aizore Judges court  
Kolkata - 700027

Ranjan Kumar Datta

CONSTITUTED ATTORNEY OF  
SANJIT KUMAR DATTA

Ranjan Kumar Datta

CONSTITUTED ATTORNEY OF  
AJIT KUMAR DATTA

Ranjan Kumar Datta

Admita Das

Kemal Kumar Datta

Amal Kumari Datta

Subrata Paul

Thuma Paul

Signature of the **OWNERS**

KOLKATA CONSTRUCTION

Karan Bui Chhibra  
PARTNER

KOLKATA CONSTRUCTION

Vishal Mehta  
PARTNER

Signature of the **DEVELOPER**

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of Rs.10,50,000/- (Rupees Ten Lac Fifty Thousand) only as part of the non-refundable amount from the above named **DEVELOPER** in terms of the Development Agreement as per memo below :-

| Particulars  | Amount (Rs.)          |
|--|-----------------------|
| By Cheque No.000001 drawn on HDFC Bank, Jodhpur Park Branch in favour of Ranjan Kumar Datta. | 5,50,000/-            |
| Payment made through NEFT in favour of Ranjan Kumar Datta.                                   | 1,50,000/-            |
| By Cheque No.000002 drawn on HDFC Bank, Jodhpur Park Branch in favour of Kamal Kumar Datta.  | 1,50,000/-            |
| By Cheque No.000003 drawn on HDFC Bank, Jodhpur Park Branch in favour of Amal Kumar Datta.   | 1,00,000/-            |
| By Cheque No.000004 drawn on HDFC Bank, Jodhpur Park Branch in favour of Jhuma Paul.         | 1,00,000/-            |
| <b>TOTAL</b>   | <b>Rs.10,50,000/-</b> |

(Rupees Ten Lac Fifty Thousand) only.

**WITNESSES:**

1. Goutami Jana

Ranjan Kumar Datta

Ranjan Kumar Datta

CONSTITUTED ATTORNEY OF  
AJIT KUMAR DATTA

CONSTITUTED ATTORNEY OF  
SANJIT KUMAR DATTA

Ranjan Kumar Datta

Smrita Das

Kamal Kumar Datta

Amal Kumar Datta

Ranjana Paul

Jhuma Paul

Signature of the **OWNERS**

2. Nirma Giri

**Drafted by and prepared**  
**in the Office of :-**

Subhankar Sarkar

**Subhankar Sarkar**

Advocate

Enrolment No. WB/205/1997 of  
Bar Council of West Bengal,

Alipore Judges' Court, Kolkata: 700027.



|            | Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
|------------|-------|--------------|---------------|-------------|--------------|
| Left Hand  |       |              |               |             |              |
| Right Hand |       |              |               |             |              |

NAME:- SRI RANJAN KUMAR DATTA

Signature : *Ranjan Kumar Datta*



|            | Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
|------------|-------|--------------|---------------|-------------|--------------|
| Left Hand  |       |              |               |             |              |
| Right Hand |       |              |               |             |              |

NAME:- SMT. SMITA DAS

Signature : *Smita Das*



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| Right Hand |       |              |               |             |              |

NAME:- SRI KAMAL KUMAR DATTA

Signature : *Kamal Kumar Datta*



|            | Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
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NAME:- SRI AMAL KUMAR DATTA

Signature : *Amal Kumar Datta*



|            | Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
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| Right Hand |       |              |               |             |              |

NAME:- SRI SUBRATA PAUL

Signature : *Subrata Paul*



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| Right Hand |       |              |               |             |              |

NAME:- MISS JHUMA PAUL

Signature : *Jhuma Paul*



|            | Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
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| Right Hand |       |              |               |             |              |

NAME:- SRI VISHESH SHARMA

Signature : Vishesh

Photo



|            | Thumb | First Finger | Middle Finger | Ring Finger | Small Finger |
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| Right Hand |       |              |               |             |              |

NAME:- SRI KARAN BIR CHHIBBAR

Signature : Karan Bi Chhibbar



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 25596 to 25649

being No 160200346 for the year 2023.



Digitally signed by SUMAN BASU  
Date: 2023.01.11 18:13:31 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 2023/01/11 06:13:31 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS

West Bengal.



(This document is digitally signed.)