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

Addl. District Sub-Registrar Bahala, South 24 Parganas

1 6 JAN 2023

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at Kolkata on this ..... day of Journell 2023

BETWEEN

1. ABINASH CHANDRA ROY, (PAN - BLLPR9964B, AADHAAR NO-761137426110) Son of Late Rakhal Chandra Roy, by Nationality - Indian, by faith - Hindu, by occupation - Bussiness, residing at Parui Das Para Road, Nabapally, Sarsuna, P.O. Sarsuna & Police Station - Behala Now Parnasree, Kolkata - 700061, 2. SRI SUSHANTA DAS, (PAN - ALNPD6982A, AADHAAR NO-571600760507 Son of Late Manindra Prasad Das, , by Nationality - Indian, by faith - Hindu, by occupation - Bussiness, residing at residing at Parui Das Para Nabapally Kolkata-700061, Police Station Formally Behala Now Parnasree, hereinafter called and referred to as the OWNERS/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

#### AND

LOKETARA REALTORS, (PAN No. AAFFL6177L), KMC, Certificate of Enlistment No. 0016 9710 2312 Permanent) a Partnership Firm having its Registered office at 70 Bhupen Roy Road, Post Office: BEHALA, Police Station: BEHALA, and represented by Partner 1. RAJIB CHAKRABORTY. son of late Samir Chakraborty, (PAN NO. AEOPC8681B), (AADHAAR No. 8840 1853 5332), by Faith - Hinduism, by Occupation - Business, residing at 23, Kedar Chattejee Lane, Behala, Post Office-Behala, Police Station. - Behala, Kolkata - 700034, West Bengal, INDIA, and, 2. JAYANTO CHAKRABORTY, son of late Samir Chakraborty, (PAN NO. AEZPC0340J), (AADHAAR No. 7404 4108 6000) by Faith - Hinduism, by Occupation - Business, residing at 56 N, Khan Mohammad Road, Dakshin Behala, Post Office - Sarsuna, Police Station - Thakurpukur, Kolkata - 700061, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors-in-office; successors-in-interest, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS One Smt Kalubala Dasi since deceased was absolute owner land measuring about 40 Satak lying and situated at Mouza- Parui Gram, Touzi 351, J.L.

No. 3, comprising part of Dag No. 3249 & 3249/3693 under Khatian No. 501, by the virtue of inheritance.

and whereas During enjoyment of the said property Said Smt Kalubala Dasi since deceased sold, transferred, conveyed all that piece and parcel of land measuring about 8 ½ Satak to one Kartick Chandra Das which duly registered in S.R Behala in the the Book No I being Deed No 00730 dated 13/02/1963 and Smt Kalubala Dasi since deceased also sold, transferred, conveyed another land i.e all that piece and parcel of land measuring about 31 ½ satak to Sarala Bala Das which duly registered in S.R Behala in the the Book No I being Deed No 729 13/02/1963 both land is lying and situated at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 & 3249/3693 under Khatian No. 501.

and whereas During enjoyment of the said property said Kartick Chandra Das sold, transferred, conveyed all that piece and parcel of land measuring about 8 ½ Satak land by 2 different sale deed to Sarala Bala Das which was duly registered in the office of S.R Behala and recorded in the Book No I, being Deed No 1462 dated 22/03/1966 and another is recorded in the Book No I, being Deed No 6430 dated 02/12/1966.

AND WHEREAS thus the said Owner Sarala Bala Das therein become the absolute Owner of the aforesaid land measuring about 40 Satak lying and situated at Mouza-Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 & 3249/3693 under Khatian No. 501. Kolkata – 700061.

AND WHEREAS Due to urgent required of money the said Sarala Bala Das owner therein Sold demarcated portion of land measuring about 3 Cottah 00 Chittaks out of total Land to Owner No 1 herein lying and situated at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 under Khatian No. 501 which duly registered in the office Sub Registrar Alipore at Behala which recoded in book no I, Vol No 50, Pages 148 to 152 Being Deed No 2818, Dated 29/12/1976 and he

became absolute Owner No 1 and duly mutated his name in the KMC and recorded as KMC premises No. 9, Parui Paddy Road within ward No. 129 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata – 700061. Which is morefully and particularly described in the Schedule A written thereunder.

and whereas during enjoyment of the said property the Owner 1 herein intends to develop the said property by raising a modern decent residential building thereon as per sanctioned plan to be sanctioned by the Kolkata Municipal Corporation after demolition of the existing structure standing thereon. But he realizes that it is quite impossible for him to develop the said property due to insufficient of ready fund and was in search of a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

AND WHEREAS knowing such intention of the Owner No 1 herein the Developer/Second Party herein approached to the Owner No 1 herein for the said development by construction of a "BUILDING" on the said property, morefully and particularly mentioned in the Schedule 'A' written thereunder, as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties to this Agreement.

Owners No 1 herein, the Developer herein has entered into a development agreement being No. 11332 for the year 2022 with the Owner No 1 herein i.e. ABINASH CHANDRA ROY to develop the said property after demolishing the existing structure standing thereon by constructing a Multi-Storied Building at the said Premises in accordance with the building plan approved by the Kolkata Municipal Corporation and other allied works on the terms and conditions mentioned in the said agreement Dated 16/08/2022

AND WHEREAS with regard to development of the "SAID PROPERTY", the aforesaid Owner No 1 have also executed a registered Power of Attorney Power of attorney Recorded in the Book No I, Being Deed No 11361/2022 Dated 16/08/2022 which was duly Registered at in the office of A.D.S.R Behala) and thereby appointed the said Developer herein as his Lawful Attorneys to act on their behalf with regard to Development of the "SAID PROPERTY" and other related works in respect thereof.

AND WHEREAS One Smt Kalu Bala Dasi since Deceased was a recorded Owner of 40 Satak of Land by the virtue of inheritance of her deceased husband's property at the time their daughter was minor which lying and situated in the R.S Dag No 3249 and 3249/3693, R.S Khatian No 501, Touzi 351, R.S No – 80, Mouza- Parui Gram, J.L No 3 in the District of 24 Parganas no South 24 Parganas.

AND WHEREAS the said Smt Kalu Bala Dasi was gifted 31 ½ Satak of land out of total Land to her Daughter namely Smt Sarala Bala Dasi by the Virtue of Registered Gift Deed Being No 6430 of year 1966 which was Registered in the office of A.D.S.R Behala and said Sarala Bala Dasi become the absolute owner of the said Land lying and situated in the R.S Dag No 3249 and 3249/3693, R.S Khatian No 501, Touzi 351, R.S No – 80, Mouza- Parui Gram, J.L No 3 in the District of 24 Parganas no South 24 Parganas

AND WHEREAS During Enjoy ment of the said Property the said Sarala Bala Dasi sold Demarcated 3 Cottah of Land out of toal Land Sri Manindra Prasad Das which was Registered in the office of A.D.S.R Behala and recorded in the Book No – I, Vol No – 38, Pages 178 to 184 Being Deed No – 1973 dated 06/12/1977.

AND WHEREAS During enjoyment of the said Property the said Manindra Prasad Das died leaving behind his widow wife SMT. LATIKA DAS, One Son SUSHANTA DAS and Three Daughters MISS SUMITA DAS., SMT. SUKLA ROY, SMT DEBI ROY as his legal heirs and they became joint owners of the aforesaid plot of land/Property..

AND WHEREAS during enjoyment of the said property the Joint Owners namely SUSHANTA DAS, MISS SUMITA DAS., SMT. SUKLA ROY, SMT DEBI ROY Executed registered Power of Attorney in being No 83 dated 29/08/2001 Book No IV, Vol No- 2 Pages 167 to 172 in favor of their mother namely SMT. LATIKA DAS and also give specific rights to sale and transfer the said property.

AND WHEREAS by the virtue of registered Gift Being No11338. Dated16/08/2022 which was duly registered at in the office of A.D.S.R Behala said SMT. LATIKA DAS gifted her share including her daugher's share in favour of her son SUSHANTA DAS and said sushanta das became absolute owner of Land ALL THAT Piece and Parcel Of land measuring about 3 Cottah together 200 sqft structure standing thereon lying and situated in the R.S Dag No 3249, R.S Khatian No 501, Touzi 351, R.S No – 80, Mouza- Parui Gram, J.L No 3 in the District of 24 Parganas now South 24 Parganas, within Ward No. 129 at 641 Parui Das Para Road (Nabapally) P.S. Behala Now Parnasree, Kolkata- 700061 Addl. District Sub-Registry Office at Behala in the District of South 24 Parganas morefully and particularly described in the Schedule B Written thereunder

AND WHEREAS the aforesaid two plots are situated contiguous to each other.

and power of attorney dated 16/08/2022 with the developer herein and the said developer inform to the owner no 1 herein and on the basis of registered Power of Attorney the developer and Owner 2 hereto have mutually agreed for better living enjoyment of their respective SCHEDULE A and SCHEDULE B properties morefully mention therein to amalgamate their aforesaid two properties into a single unit and for that reason they have mutually decided to amalgamation their undivided share of land amongst them by this mutual amalgamate and the parties herein admit that they are getting the property in exchange in mutual interest

AND WHEREAS The said 2 property by the virtue of registered deed of amlgamation dated 02/12/2022, registered at the office of the A.D.S.R BEHALA, and since recorded in its Book No. I, C. D. Volume No 1607-2022 Pages from 481847 to 481870, Being 160715884/2022, for the year 2022 for the benefits and became joint Owners of the Schedule A Property i.e ALL THAT piece and parcel of bastu land measuring more or less 6 cottahs ... Chittaks ...... Sq.Ft more or less within at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249, under Khatian No. 501, R.S No – 80 KMC premises No. 641, Parui Das Para Road within ward No. 129 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata – 700061 under police station formerly Thakurpukur now Sarsuna, Addl. District Sub Registry Office at Behala in the District of South 24 Parganas.

AND WHEREAS during enjoyment of the said property the Owners/First Party herein intends to develop the said property by raising a modern decent residential

building thereon as per sanctioned plan to be sanctioned by the Kolkata Municipal Corporation after demolition of the existing structure standing thereon. But they realizes that it is quite impossible for them to develop the said property due to insufficient of ready fund and was in search of a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

AND WHEREAS knowing such intention of the Owners/First Party the Developer/Second Party herein approached to the Owners/First Party herein for the said development by construction of a "BUILDING" on the said property, morefully and particularly as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties to this Agreement.

Now the agreement witnessth and it is hereby agreed by and between the parties hereto as follows:-

#### ARTICLE I- DEFINITIONS

Unless excluded by or repugnant to the subject or context of the instant presents:

1.1 PREMISES / SAID PROPERTY- shall mean ALL THAT piece and parcel of bastu land measuring more or less 6 cottahs ... Chittaks ..... Sq.Ft more or less within at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249, under Khatian No. 501, R.S No - 80 KMC premises No. 641, Parui Das Para Road within ward No. 129 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata - 700061 under police station formerly Thakurpukur now Sarsuna, Addl. District Sub Registry Office at Behala in the District of South 24 Parganas. TOGETHER WITH all boundary walls, areas, sewers, drains, ditches, paths, passages, waters, water courses and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, appurtenances, advantages whatsoever standing and being in or upon or belonging thereto or any part thereof, for the sake of brevity hereinafter referred to as the 'said land'. Described in the First Schedule written hereunder.

1.2 Building - shall mean the proposed G + III building to be constructed as per the plan prepared by the developer and sanctioned by the Kolkata Municipal Corporation, on the "said property" and shall include the other spaces intended or meant for the enjoyment of the said building.

- 1.3 Common Facilities- shall include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of them thereon as the case may be, morefully and particularly described in the fourth schedule written hereunder.
- 1.4 Saleable Space shall mean the space in the building for independent use and occupation and shall include proportionate share of independent user on the common facilities and spaces required thereof for lawful prudent enjoyment of the same.
- 1.5 Owners' Allocation shall mean the saleable allocation to the Owners in the building to be constructed in the manner hereinafter provided as specifically mentioned in ARTICLE VII, CLAUSE 7.1 OF these presents, morefully and elaborately described in the second schedule hereunder written.
- 1.6 Developer's Allocation shall mean the saleable space allocable to the developer in the building to be constructed in the manner hereinafter provided as specifically mentioned in ARTICLE VII, CLAUSE 7.6 OF these presents, morefully and elaborately described in the third schedule hereunder written.
- 1.7 Architect- shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.8 Devloper- shall mean LOKETARA REALTORS, (PAN No. AAFFL6177L), KMC, Certificate of Enlistment No. 0016 9710 2312 'Permanent) a Partnership Firm having its Registered office at 70 Bhupen Roy Road, Post Office: BEHALA, Police Station: BEHALA, and represented by Partner 1. RAJIB CHAKRABORTY. son of late Samir Chakraborty, (PAN NO. AEOPC8681B), (AADHAAR No. 8840 1853 5332), by Faith Hinduism, by Occupation Business, residing at 23, Kedar Chatterjee Lane, Behala, Post Office-Behala, Police Station. Behala, Kolkata 700034, West Bengal, INDIA, and, 2. JAYANTO CHAKRABORTY, son of late Samir Chakraborty, (PAN NO. AEZPC0340J), (AADHAAR No. 7404 4108 6000) by Faith Hinduism, by Occupation Business, residing at 56 N, Khan Mohammad Road, Dakshin Behala, Post Office Sarsuna, Police Station Thakurpukur, Kolkata 700061,
  - 1.9 Building Plan shall mean the plan for construction of the G = III building to be sanctioned by the Kolkata municipal corporation and shall include any

amendments thereto or modifications thereof to made or caused by the developer to be signed by the Owners.

- 1.10 Transfer- with its grammatical variations shall mean, include and carry the same meaning as enumerated by the transfer of property Act.
- 1.11 Transferee- shall mean a person to whom any space in the building has been lawfully transferred.
- 1.12 Masculine Gender shall include feminine gender and vice versa.
- 1.13 Singular Number shall include plural number and vice versa.

## ARTICLE II- TITLE INDEMNITIES AND REPRESENTATIONS

## The Owners doth hereby declare and covenant with the Developer as follows:

- 2.1 That the Owners is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the "said property
- 2.2 That the said property" is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 2.3 That excepting the Owners, no one else have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the "said property" or any portion thereof.
- 2.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said property or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners.
- 2.5 That the Owners has the absolute right and authority to enter into this agreement with the Developer in respect of the scheduled premises/said property agreed to be developed.
- 2.6 That the share held by the Owners in the entirety of the said property is well within the ceiling limit and the Owners do not own any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

- 2.7 That the Owners hereby undertakes to indemnify and keep indemnified the Developer from and against any losses suffered by the Developer for any and all actions, charges, liens, claims and encumbrances caused by any Third Party in regard to the said property/premises.
- 2.8 That the Developer hereby undertakes to, indemnify the Owners from and against any and all actions arising out of or due to the negligence or non-compliance of any law bye-law, rules and regulations of the Kolkata Municipal Corporation and other Govt. or local bodies as the case may be in or relative to the construction of the building and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws bye-laws, rules and regulations or any accident.
- 2.9, That the Owner No 2 shall handover the original copies of all deeds and documents in respect of the said property to the Developer at the time of execution of this Agreement for Development. By proper receipts and with undertake to return the said original documents at the over the Owner's allocation.

### ARTICLE III- COMMENCEMENT

3. This Agreement shall commence or shall be deemed have commenced on and with effect from the date of execution of this Agreement.

#### ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION

- **4.1** The Owners hereby grant exclusive right of construction to the Developer to build upon and to exploit the said property/ premises by constructing a multistoried building thereon consisting of area as may be sanctioned by K.M.C in strict adherence to and in pursuance of the 'Specifications' mentioned in the Fifth Schedule written herein below.
- **4.2** The Developer shall construct a G + III Building consisting of area to be sanctioned by K.M.C. over and upon the "said property" at his own cost, and shall not cause, any deviation and/or changes in the building Plan to be sanctioned subject to any changes/deviation as shall be required by the Government or any Authority.
- 4.3 All applications, plans and other papers, documents the appropriate authority for the changes/deviation required by the required to be submitted before the

appropriate required by the Government shall be submitted by or in the name of the Owners of the premises, but otherwise at the cost and expenses of the Developer, and the Developer shall pay and bear all expenses for submission of the said plans, etc. and other like fees, charges and expenses PROVIDED ALWAYS that the Developer shall be exclusively entitled to all amount refunded all payments and/or deposits made by it.

#### ARTICLE V- TITLE DEEDS

- **5.1** Immediately after the execution of this Agreement. The Owner No 2 shall make it convenient for the Developer to have access to the original title deeds with all relevant documents in respect of the "said property", by keep in a it deposited with the Developer.
- 5.2 The Developer or its nominee or nominees shall be entitled for inspection of the said title deeds.
- 5.3 The Owners shall make out the marketable title in respect of the said premises/ said property free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever by virtue of presentation of various documents which the Developer has inspected, and based on such documents and representations by the Owners and to the extent thereof, the Developer has been satisfied regarding the title of the Owners in regard to the said property and has thereby agreed to enter into the instant Agreement.

#### ARTICLE VI - POSSESSION

- 6.1 Immediately the said property category and nature of Land 'Bastu' whatsoever in the Records of the concerned Departments of the Government of West Bengal, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners and the Developer in the said property, as per the terms and conditions and as per the specifications as set out in these presents within the specified period allowed, fixed and determined for its completion as enumerated in Article X hereinafter provided. All costs, charges and expenses incurred by the Developer for constructing and constructing completing the said proposed building.
- 6.2 Immediately from the date of execution of the instant Agreement, the Owners shall put the Developer in vacant possession of the said property for the purpose of Construction of the said proposed building and too Commence construction in

accordance with the K.M.C. Sanction Plan, and during such period of construction, the Owners shall not prevent the Developer or in any way interfere with its quiet and peaceful Occupation of the said premises/ said property, unless any inappropriate deviation is done by the Developer or any sub-standard material is used by the Developer for the Construction and completing the said proposed building shall be prepared by the Developer for the construction of the said Building.

- 6.3 In so far as the construction on the said premises/ said property is concerned, the Developer shall act as its exclusive licensee of the Owners, and shall be entitled to be in occupation of the said premises / said property as and by way of an exclusive licensee of the Owners to carry out the construction of the proposed building; be it mentioned that the Developer shall not be entitled to create any possession right over the said property which could be construed as transfer of the property within the meaning of the Income Tax Act of property.
- 6.4 The Developer hereby undertakes and agrees to pay the Corporation tax, water and all other taxes in the name of the Owners as being paid by the Owners presently, from the time of his obtaining vacant possession of different portions of the properties under this agreement till the development of the said property.
- 6.5 The Developer shall put the Owners in possession of the Owners' Allocation in the building after completion of Construction of the said building to be constructed within the time frame as enumerated by Article X hereinafter provided. The completion of terms Construction for the purpose shall mean the building completed in all respects having all the basic amenities of habitation i.e. electrification, water supply, etc.

### ARTICLE VII - SPACE ALLOCATION

7.1 That out of the entire proposed MULTI-STORIED BUILDING to be constructed over and upon the said property", the Owners shall be entitled, as and by way of Owners's Allocation

ABINASH CHANDRA ROY Owner No 1 will get 3 (Three) Flat measuring about 600 Sqft Super Built Up area i.e One Flat on the First Floor Front Side and Other 2 on the 2<sup>nd</sup> floor and third floor back side, One Shop measuring about 70 sqft super built up and One Car Parking Space at the newly premises no and the owners No 1 allotment will be made upon the land of the Owner No 1 which was demarcated before amalgamation.

SRI SUSHANTA DAS Owner No 2 will get One Flat measuring about 1080 Sqft Super Builtup area on the Top Floor more fully mentioned Second Schedule written hereunder.

Except the above allocation the Owners shall not claim or demand any other extra allocation or any monetary (other than the consideration mentioned herein from the developer for any reasons whatsoever

- 7.2 The Owner's allocation shall include proportionate share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities, mentioned in the Fourth Schedule hereinafter written, and as guided by equity for perfect use of the rights TOGETHER WITH the proportionate share in the land underneath the Building.
  - 7.3 The entire building shall be of uniform construction as per the Building Plan to be sanctioned with standard first class building materials as approved by the Government.
  - 7.4 The Owners shall be entitled to sell, transfer and/or otherwise deal with the Owner's Allocation being the space and/or construction area in the proposed building.
  - 7.5 In constructed the building at its own costs and made over possession of the Owner's Allocation, as mentioned hereinabove, to the Owners, the Developer shall be entitled, as and by way of Developer's Allocation, to the remaining of the total saleable spaces in the said Multi-Storied Building to be constructed over the said property/said premises, specifically described in the Third Schedule hereunder written.
  - 7.6 The Developer's allocation shall include share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities ad mentioned in the Fourth Schedule hereunder written, and as guided by equity for perfect use of the rights TOGETHER WITH the proportionate share in the land underneath the structure.
  - 7.7 The common areas/facilities in the proposed building Over and upon the said property shall be jointly owned by the Owners and the Developer for the common used and enjoyment of Owner's/Developer's Allocation and the saleable area, in proportionate shares.

- 7.8 a) The Owners shall be entitled to sell or transfer or otherwise deal with the Owner's Allocation without interference or obstruction from the Developer, for which purpose the Owners shall be entitled to enter into agreements and arrangements in their name as Vendor for which no further consent of the Developer shall be required, and these presents by itself shall be the Consent of the Developer in that regard.
- b) On the other hand, the Developer shall be entitled to sell or transfer or mortgage with any Bank/Financial Institution or otherwise deal with the Developer's Allocation without interference or obstruction from the Owners, for which purpose the Developer shall be entitled to enter into agreements and arrangements of any nature whatsoever for which no further consent of the Owners shall be required, and these presents by Owners the itself shall be consent of in that regard. Be it categorically mentioned that for selling or transferring the Developer's Allocation, the Developer shall be entitled to enter into agreements in the name of the Owners as Vendor and that of himself as the Confirming Party.

## ARTICLE VIII - COMMON FACILITIES & EXPENSES

- 8.1 As soon as the proposed building is completed, the Developer shall give written notice to the Owners requesting the Owners to allocation in the said building and as from the date of service of such notice and for all times thereafter the parties responsible for the payment of all municipal and property outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the 'said rates') payable in respect of their respective allocation; such take possession of their shall be severally and exclusively herein other public rates, duties, dues and taxes, rates being apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.
- 8.2 The Owners and the Developer shall punctually and regularly pay the said rates in respect of their respective allocation to the concerned authorities and shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by any of them as the case may be consequent upon a default by the other in this behalf.
- 8.3 As and from the date of acquiring possession of the Owner's Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the person authorized by the parties herein for the said purpose service charges

with respect to the Owner's Allocation as well as for the proportionate share of the Owners for the common facilities, as mentioned in the Fourth Schedule written hereunder, in the proposed building being the charges and taxes of the nature of the of light and sanitation charges, management common facilities, renovation, replacement, repair and maintenance charges and expenses of all common wiring, equipment switchgear, pump mechanical generators, motors and other electrical and mechanical pipes, electrical and transformers, installations appliances and equipments, stairways, corridors, halls, passageways, shafts, gardens, parkways and other common facilities whatsoever.

8.4 Upon transfer of any part of the respective Allocation of the parties herein in the building, the said party herein shall give notice of such transfer to the other party herein, and the transferee(s) shall, subject to the other provisions hereof, be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.

## ARTICLE IX- CONSIDERATION

- **9.1** In consideration of the Developer having agreed to build, erect and complete the said building and to make available the Owner's Allocation, the Developer shall be entitled to be the sole Owners in respect of the Developer's Allocation and also to have an undivided proportionate share or interest in the land comprised in the said premises which is attributable to the Developer's Allocation.
- 9.2 The aforesaid undivided proportionate share or interest in the land attributable to the Developer's share shall be transferred in favour of the Developer or its nominee or nominees and for the purpose of the same the costs, charges and expenses incurred for completion of the Owners Allocation as well as the sum of money as mentioned in the Article-VII hereinabove shall be the Consideration for sale and/or transfer of the said undivided proportionate share in the land comprised in the said premises in favour of the Developer or its nominee or nominees and which is attributable to the Developer's Allocation. The aforesaid mutual consideration amount shall be apportioned in various deeds of conveyance or conveyances to be executed by the Owners to give effect to the purpose of the project.
- 9.3 After the completion of the project and after having taken possession of the Owner's allocation of the proposed building, the Owners shall vide execution of the for the respective Deed or Deeds of Conveyance for the transfer of the Developer's Allocation in favour of the Developer and/or its nominees transfer the undivided

proportionate share of land attributable to the Developer's Allocation in favour of the Developer or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees. The Consideration for Such transfers shall be the cost of construction of the Owner's Allocation in the proposed building.

## ARTICLE X- TIME FOR COMPLETION

- 10.1 The building shall be completed within 30 months from the date of Agreement by the Owners herein to the developer unless the Developer is reasonably prevented by the circumstances beyond their control and situations not generating from his flaws, faults, negligence and /or lack of prudence, Pandemic and subject to "Force Mejeure" situations.
  - 10.2 The completion of the said Building shall. mean the completion of construction of the same in all respects, abiding. By the Plan as sanctioned by the Kolkata Municipal Corporation, but would not necessarily mean the issue of the Completion Certificate of Occupation Certificate by the Municipal Authorities.
    - building within 30 Months from the date of delivery of possession of the said property / or after receiving approved sanction plan from K.M.C by the Owners in favour of the Developer herein for the purpose of construction, subject to Owners fulfilling their obligations in compliance of the terms of the instant Agreement and allowing the Developer to complete the construction without any hindrances and obstructions and subject to "Force Majeure" conditions, the Developer shall be liable to pay Rs. 1000/- (Rupees one thousand) only per Month to the Owners as compensation till the date of completion of construction of the said proposed building by the Developer. Alternatively, the Owners shall be at liberty to cancel the instant Agreement in accordance with law and in term of the instant Agreement and upon such happening, the Owners shall be entitled to enter into fresh Development Agreement with any Third Party subject to payment of the entire sum of money already invested by the Developer in the said property as on such date to the Developer.

### ARTICLE XI - MISCELLANEOUS

11.1 The Owners and the Developer have entered into this agreement purely on the principal to principal basis and nothing stated herein shall be deemed or construed as a partnership-between the Owners and the Developer or as a joint venture or joint

ventures nor shall the Owners and the Developer in any manner constitute an association of persons. Each party shall keep the other indemnified from and against the same.

- 11.2 Neither the Developer nor the Owners shall be entitled to obtain any loan from any authority including Nationalized or Private Banks against any part or portion of the said property being made as security thereof. However, the prospective buyers of the flats of Owner's Allocation and Developer's allocation in the proposed building shall be entitled to take loans from appropriate authorities pertaining to the flats to be selected by the said prospective buyers for the purpose of purchasing the same.
  - 11.3 The Owners shall not be liable and/or responsible for any incidents endangering, Sort of physical accidents, mishaps and /or causing and or Complications or loss of life, limb or property of any human being hether or not involved in the Construction or project of the proposed building during the period of construction. Resulting in any.
    - 11.4 In the event, the existing structure lying and situated at the frontage of the aforesaid property is required to be demolished for the sake of the aforesaid development work, the Developer shall Pay to the Owner No 1 Rs 6000/- per month only as shifting charge or alternative accommodation in 2 BHK to the Owner till the new Flats are complete handed over therein as a part of the Owner's allocation.
    - 11.5 The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.
    - 11.6 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-outs, pandemic or any other act or commission or occurrence beyond the control of the party affected thereby.
    - 11.7 In the event, the Developer enters into any other development with the Owners of the plot of adjoining land situated at the adjacent land of the said property and need to amalgamate the said property with such new property to be included within the purview of the development works, the Developer shall take prior consent of the Owners for the purpose of said amalgamation of lands, if at all.
    - 11.8 It is understood that from time to time, to enable the construction of the building by the Developer, various matters and things not herein specifically deeds,

referred to may be required to be done by the developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners to which no specific provisions have been made herein and in such circumstances, the Owners hereby undertakes upon being required by the ,Developer in this behalf to execute, after prior satisfaction of the Owners that such execution, if at all, would not effect adversely the interest of the Owners as well as the object of this presents, any such power of attorney, powers of authorities, additional applications and other documents as may be required by the Developer for the purpose.

- 11.9 The Developer shall in consultation with the Owners and in pursuance of the approval of the later frame the rules and regulations regarding the uses and rendition of Common services and also the common restrictions which have to be normally kept in the sale and transfer of the Ownership flats.
  - 11.10 The Owners hereby agrees to abide by all the rules and regulations of such Management Society/ Association/ Holding Organization as would be formed by all the bonafide purchasers of the Developer's as well as the Owner's allocation and hereby give their consent to abide by the same.
    - 11.11 Any notice required to be given by the Owners shall be, without prejudice to any other mode of service available, deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Ownerss. Similarly any notice required to be given by the Developer shall be, without prejudice to any other mode of service available, deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owners by the Developer.
    - 11.12 Nothing in these presents shall be Construed as a demise or assignment or conveyance in law by the Ownerss of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to exploit the same in terms hereof.
    - 11.13 As and from the date of completion of the proposed building, the Developer and/or his transferee(s) and the Ownerss and/or their transferee(s) shall be liable to

pay and bear proportionate charges on account of wealth and other taxes payable in respect of his respective spaces.

## ARTICLE XII -JURISDICTION

12. Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

## THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Total Property under Development)

ALL THAT piece and parcel of land admeasuring ALL THAT piece and parcel of bastu land measuring more or less 6 cottahs more or less within at Mouza-Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249, under Khatian No. 501, R.S No – 80 KMC premises No. 641, Parui Das Para Road within ward No. 129 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata – 700061 Assessee No 411290706175 under police station formerly Thakurpukur now Sarsuna, Addl. District Sub Registry Office at Behala in the District of South 24 Parganas. TOGETHER WITH ingress and egress right through 16 ft' wide K.M.C Road together with all fence, drains, sewere, ways, paths, passage, water courses, lights, rights of ways and other rights, liberty, privileges, easements profits advantages appurtenances whatsoever to the said property or any part thereof and butted and bounded by:-

ON THE NORTH : By Land Of Sunil Kr Das

ON THE SOUTH : By Premises No 400 Parui Das Para Road.

ON THE EAST : 10 Ft Wide K.M.C Road

ON THE WEST : 16 Ft Wide Parui Das Para Road

## THE SECOND SCHEDULE ABOVE REFERRED TO

## (Owners's Allocation)

That out of the entire proposed MULTI-STORIED BUILDING to be constructed over and upon the said property", the Owners shall be entitled, as and by way of Owners's Allocation

ABINASH CHANDRA Owner No 1 will get 3 (Three) Flat measuring about 600 Sqft Super Built Up area i.e One Flat on the First Floor Front Side and Other 2 on the 2<sup>nd</sup> floor and third floor back side, One Shop measuring about 70 sqft super built up and One Car Parking Space.

SRI SUSHANTA DAS Owner No 2 will get One Flat measuring about 1080 Sqft Super Builtup area on the Top Floor.

( individual owner's allocation will effect after conduct of registered partition deed Between the owners)

Except the above allocation the Ownerss shall not claim or demand any other extra allocation or any monetary (other than the consideration mentioned herein from the developer for any reasons whatsoever.

- a) The Owner's allocation shall include proportionate share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities, Roof Right, mentioned in the Fourth Schedule hereinafter written, and as guided by equity for perfect use of the rights TOGETHER WITH the proportionate share in the land underneath the Building.
- b) Apart from the above allocations, the DEVELOPER shall pay non-refundable amount Rs. 5,00,000/- (rupees five lakhs) only to the **Owners No 1** herein which shall be paid in the following manner, from the date of execution of this instant Agreement.

Amount	Mode Of Payment
2,00,000/- (Two lakhs)	At the time of vacant posseion of land
3,00,000/- (Three Lakhs)	At the time handover the owner
	No 1 allocation

c) The Owner's allocation shall include proportionate share of the common walls, common spaces, common lobbies, staircase facilities and all such common areas and facilities, mentioned in the Fourth Schedule hereinafter written, and as guided by equity for perfect use of the rights TOGETHER WITH the proportionate share in the land underneath the Building.

## THE THIRD SCHEDULE ABOVE REFFERD TO

## (Developer's Allocation)

Out of the entire proposed G + III to be constructed over and upon the "said property" as per the Building Plan to be sanctioned the Developer shall be entitled, as and by way of Developer's Allocation, to the remaining of the total saleable space in the said G + III to be constructed upon the said property/premises, after earmarking of the Owners's Allocation which is mentioned in the Second Schedule written hereinabove.

## THE FOURTH SCHEDULE ABOVE REFERRED TO

## Common areas and facilities)

- 1. FOUNDATION & STRUCTURE: Building designed on RCC foundation with RCC roof slabs.
- 2. BRICK WORK: All outside brickwork with 1:6 cement mortars will be either 8"
  & 5" thick. All 5" thick brick work will be with 1:4 cement mortar, 3" brick work will be with 1:4 cement mortars with the wire reinforcement in every 2<sup>nd</sup> brick layer.
- FLOORING: All floors will be Tiles with standard height of skirting. Staircase
  and landing would be Tiles.
- 4.DOOR: Sal wood frame and all door will be commercial flush door, with necessary steel made fittings, i.e., tower bolt, handle "0" ring with one coats of wooden primer, Collapsible gate at Entrance of each flat.

5. WINDOW: All steel windows with glass fitted.

6. KITCHEN: One black stone to be fitted on the cooking slabs (6' X X). Table with 2 X feet height white glassed tiles to be fitted on the cooking bench and one Steel sink to be fitted with concealed water line and C.P. bib Cock. Floor will be Marble.

7. TOILET: Two European commode, white PVC Cistern, conceal water line with CP fittings i.e., stop cock, angular stop cock, bib Cock, shower, all wall white glazed tiles upto 7' height. The Floor will be anti skid tiles fittings.

8. ELECTRICALS: All electric line will be concealed with copper wire. Two light points, one fan point, one plug point for each bedroom. Two light point, one fan point, one T.V. point, one plug point for drawing room. One light point, one A/c Point, one exhaust fan point, one geyser point and one power point for washing machine to be fitted in the bathroom. One light point, one fan point, one plug point, one exhaust fan point for the kitchen.

9.PLUMBING: PVC Pipe from reputed brand.

- 10. **WATER**: Underground and overhead water reservoir to ensure 24 hours water to different unit through water pump and motor and the water will be supplied.
- 11. ROOF: The roof to be coated with water proofing compound.
- 12. INSIDE WALL: Finishing of Putti.
- 13. OUTSIDE WALL: Outside wall coated with weather proof paints and finishing, with colour combination of Snowcem.
- 14. **COMMON SPACES**: All common spaces shall be of high grade standard quality materials with luxury sophistication.

sewerage system with sanitization. High Quality and full proof

16. Lift: Installation will be made in the newly constructed building which shall be of reputed company. And Form 'C' also provided by developer.

## 17. Common Electrical Connection

## FIFTH SCHEDULE ABOVE REFERRED TO

## SPECIFICATIONNS

(Specifications of materials &fittings to be used in proposed

## flats & building)

### FOUNDATION:

The building is designed on R.C.C. footing and frame as per design.

#### WALLS:

All the external walls shall be of 200 mm thick brick wall with cement plaster and all internal partition walls shall be 75 mmthick brick wall with both side cement plaster. There will be Wire net partition or wire mesh.

#### DOORS

Sal wood frames and all doors shutters shall be of 32 mm

Thick flash doors with commercial termite ply including main door/entrance door.

The hinges of doors shall be of stain steel. The bathroom door shall be water proof.

### WINDOW & M.S. GRILL:

All windows shall be of Aluminium Sliding with integrated grill

(18 mm x 5 mm) with glass Toughened panels and handles with one coat primer over a coat of red oxide paint

# DOOR & WINDOW FITTINGS

All the doors fittings include M. S. hinges, lock with handle, steel tower bolt door stoppers. Vision apparatus will be provided to main door. All window fittings such as stay handles will be of M. S. Grill.

## FLOORING:

All the flooring shall be cast in Floor Tali and skirting in 100 mm high.

Toilet shall have 6' high digital highlight tiles over skirting on

all sides.

W.C. shall have 6' high digital highlight tiles over skirting on all sides.

Flooring of W.C. and Toilet will be of tali (anti skid).

Kitchen shall have 4' high digital highlight tiles over the table top, table top will be of black slab and a Steel sink will be fixed. There will be shelf at suitable height under table.

## INTERNAL FINISH TO WALLS:

A interior walls, ceiling of rooms, verandah, kitchen cum dining, living and toilets shall be finished in Putty including, staircase.

## SANITARY & PLUMBING:

All the internal horizontal soil and waste water pipe shall be of 50 mm and 100 mm radius G. I. / P. V. C. pipes joined in cement. (Supreme make)

All the vertical sill, vent and waste water pipe shall be in 50 mm to 100 mm, radius G. I. P. V. C. pipes joined with cement mortar exposed to walls.

All the rain water pipes shall be 100 mm radius good quality. (Supreme make)

All the water supply pipes shall be within (Oriplast & G. I.) concealed to walls of toilets and toilet will be of Indian Style and W.C. will have one Commode with low down PVC cistern, 1 no. 16"x 20" white wash basin, shower with cold water provision, bathroom fittings such as stopcock, bib cock, pillar cock etc. will be in ordinary fittings. (ESSCO make nickel plated)

# ELECTRIFICATION:

All the internal wiring shall be concealed in polythene duct, all wires shall be of coppers (finolex), all switch boards of M. S. flush with its walls with acrylic cover and all switches of Anchor/Pritam' brand.

Electrical points: (a) bed room: 4 points with one (5amp) P point (b) Dinning cum livina: 2 points with one Cum 5 amp) plug point, 1( one) A/C Point 1 (one) basin light (c) Kitchen: 2 points With one 15 amp and one 5 amp power supply plus one exhaust fan connection on wooden frame (d) Toilet: 1 (one)point and one exhaust fan. (e) Geyser point. One main switch for the total flat being MCB inside the flat to control the total power.

## WATER SUPPLY

Each flat will be provided with water supply line from Patton Water tank; overhead water shall be filled up by water from the underground (semi) water reservoir (in case of KMC water) for all flats Stored water will be supplied from KMC.

All the materials which will be used for the said flat all will of standard quality.

Pump will be provided of 1.5 HP submersible types (Crompton Greaves).

LIFT: Installation will be made in the newly constructed building which shall be of reputed company.

IN WITHERS WHEREOF the porter berein have executed this Agreement in Development on the day month and year first above writers

#### WITNESSES

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Salaria Trail

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LOKETARA REALTONS

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RIGHATURE OF THE DEVELOPER

Prepared in my Office.

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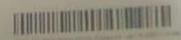
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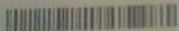
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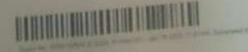
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Acate of Registration under section 60 and Rule 69.

being No 160700472 for the year 2023.



Departy signed by SOURAV CHARRASORTY Date 2023 01 18 17 22 11 +05 30 Reason Dayler Signing of Deed.

(Souray Chakrobarty) 2023/01/18 05:23:11 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA West Bengal.

(This document is digitally signed.)