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भारतीय गैर न्यायिक

भारत INDIA

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FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIAN NON JUDICIAL

सत्यमेव जयते

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Document is admitted to
registration. The signature sheets and
the endroement sheets attached with the
document are the part of this document.

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District Sub-Register-II
Alipore, South 24-parganas
12 MAY 2016

8-0-617302/16

THIS DEVELOPMENT AGREEMENT made this the 12th day of
May Two Thousand and Sixteen (2016)

BETWEEN


Advocate

D.P. CONSTRUCTION

Partner

Serial. 1414 Date. 09-05-16

Name.....

Address.....

Rs. 500/-

Debes Kr Misra (Adv.)
High Court, Cal-1

A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Kol-27



Identified by:-

Ramo Chande
8/0 Le & Nidai Chande
5/1 C.R. Das Road
Kol-78
Occupation - Business
P.S. Ganga

District Sub-Registrar-III
Alipore, South 24 Parganas
12 MAY 2016

D.P. CONSTRUCTION
Partner
D.P. Construction

(1) **SMT. PUSPA CHANDA**, (Form 60 is submitted), wife of Late Netai Chanda, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at 92, Purbachal Main Road, P.S. Garfa, Kolkata – 700 078, (2) **SRI SAMIR CHANDA**, (Form 60 is submitted), son of Late Gouranga Chanda, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Link Road, P.S. Garfa, Kolkata – 700 078, (3) **SMT. DOLI CHANDA**, (Form 60 is submitted), wife of Late Radhashyam Chanda, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at 32, Panchanantola Road, P.S. Lake, Kolkata – 700 029 and (4) **SMT. SOMA DAS (CHANDA)**, (Form 60 is submitted), wife of Sri Raju Das and daughter of Late Radhashyam Chanda, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at A.T. Chatterjee Road, Rail Colony, Dhakuria, Kolkata – 700 031, hereinafter called and referred to as the **“OWNERS/ FIRST PARTY”** (which expression unless repugnant to the context shall mean and include their heir/heirs, executor/executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART.**

AND

“D.P. CONSTRUCTION”, (PAN-AALSD4091N), a Partnership firm, having its registered office at 49, Rupanjali Park, Kalikapur, P.S. Garfa, Kolkata – 700 099, represented by its partners namely (1) **SRI DILIP CHANDA**, (PAN-AVVPPS4966B), son of Late Netai Chanda, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078 and (2) **SRI PARITOSH DUTTA**, (PAN-ALIPD0840N), son of Sri Rabin Dutta, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 90, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, hereinafter called and the **“DEVELOPER/SECOND PARTY”** (which expression unless repugnant to the context shall mean and include its heir/heirs, executor/executors, administrator/ administrators, representative/e/representatives, successors-in-office and successors-in-interest) of the **OTHER PART.**

WHEREAS one Ganesh Chandra Kumir, son of Late Taran Chandra Kumir, of Kalikapur, District – South 24 Parganas by virtue of a registered Deed of Sale dated



D.P. CONSTRUCTION
Dilip Chanda Paritosh Dutta
 Partner



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Pratik Chandra Banerjee
Partner

Sub-Registrar-III
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03.07.1953, registered at Sub-Registrar, Alipore and recorded into Book No.1, Volume No.74, at Pages 167 to 168, Deed No.4342 for the year 1953, purchased one plot of land measuring an area of 68 (Sixty eight) Sataks situated at Mouza-Garfa, J.L. No.19, R.S. No.2, Pargana – Khaspur, Touzi No.10, 12 and 13, comprising in C.S. Dag No.453, under C.S. Khatian No.76, from the then Owner/Vendor namely Sri Gangadas Pal.

AND WHEREAS during Revisional Settlement Operation the name of the said Ganesh Chandra Kumir, was recorded and published in the R.S. record of Right.

AND WHEREAS one Smt. Charubala Chanda, wife of Late Gopal Chandra Chanda, of Purbachal Link Road, P.S. Garfa, P.O. Haltu, Kolkata – 700 078, by virtue of a registered Deed of Sale dated 12.03.1960, registered at Sub-Registrar, Alipore and recorded into Book No.1, Volume No.34, at Pages 283 to 285, Deed No.2250 for the year 1960, purchased one plot of land measuring an area of 5 (Five) Cottahs situated at Mouza-Garfa, J.L. No.19, R.S. No.2, Pargana – Khaspur, Touzi No.10, 12 and 13, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.453, under C.S. Khatian No.453 and 76, from said Ganesh Chandra Kumir, son of Late Taran Chandra Kumir, of Kalikapur, District – South 24 Parganas.

AND WHEREAS by virtue of registered Deed of Sale registered at Sub-Registrar Alipore and recorded into Book No.1, Volume No.35, at Pages 243 to 245, Deed No.2249 for the year 1960, said Ganesh Chandra Kumir, sold, conveyed, transferred, assigned and granted one plot of land measuring an area of 10 (ten) Cottahs of said Mouza-Garfa, in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.453, under C.S. Khatian No.453 and 76, in favour of Smt. Sushma Rani Das of 2/35, Jadabgarh Colony, Haltu, Kolkata.

AND WHEREAS by virtue of registered Deed of Sale registered at Sub-Registrar Alipore and recorded into Book No.1, Volume No.176, at Pages 296 to 300, Deed No.10079 for the year 1963, said Smt. Sushma Rani Das, sold, conveyed, transferred, assigned and granted said purchased plot of land measuring an area of 10 (ten) Cottahs of said Mouza-Garfa, in R.S. Dag No.1781, under R.S. Khatian No.1282, corresponding to C.S. Dag No.453, under C.S. Khatian No.453 and 76, in favour of Sri Sarbeswar Dutta, son of Late Bilas Chandra Dutta, of Purbachal, P.S. Garfa, Kolkata – 700 078.


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AND WHEREAS by virtue of another registered Deed of Sale registered at Sub-Registrar Alipore and recorded into Book No.1, Volume No.156, at Pages 224 to 226, Deed No.9288 for the year 1964, said Sri Sarbeswar Dutta, again purchased another one adjacent plot of land measuring an area of 1 (One) Cottah 8 (Eight) Chittacks 8 (Eight) Sq.ft. of said Mouza – Garfa, in R.S. Dag No.1780, under R.S. Khatian No.1541, corresponding to C.S. Dag No.1479, from one Smt. Hemnalini Bala, of 15/3B, Naskarpara Lane.

AND WHEREAS by virtue of another registered Deed of Sale dated 18.05.1973, registered at A.D.S.R. Alipore and recorded into Book No.1, Volume No.94, at Pages 1 to 5, Deed No.2569 for the year 1973, of said Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, in R.S. Dag No.1780, under R.S. Khatian No.1541, and also in R.S. Dag No.1781, under R.S. Khatian No.1282, said Smt. Charubala Chanda, again purchased a adjacent plot of land measuring an area of 6 (Six) Cottahs 2 (two) Chittacks out of 11 (Eleven) Cottahs 8 (Eight) Chittacks 8 (Eight) Sq.ft. from Sri Sarbeswar Dutta, son of Late Bilas Chandra Dutta, of Purbachal, P.S. Garfa, Kolkata – 700 078.

AND WHEREAS by virtue of two separate registered Deed of Sale said Smt. Charubala Chanda, purchase the total net land area of 11 (Eleven) Cottahs 2 (Two) Chittacks situated in Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1780, under R.S. Khatian No.1541, and also in R.S. Dag No.1781, under R.S. Khatian No.1282, and thereafter said Smt. Charubala Chanda, recoded their land in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.18, Purbachal Main Road, within Ward No.106, Assessee No.31-106-16-0018-1, corresponding to postal address 92, Purbachal Main Road, P.O. Haltu, presently P.S. Garfa, formerly P.S. Kasba, Kolkata – 700 078 but as per present physical measurement the land area is 10 (Ten) Cottahs 14 (Fourteen) Chittacks and rest land area 4 (Four) Chittacks exhausted due to extension of the adjacent road area of the entire plot of land.

AND WHEREAS by virtue of a registered Deed of Gift dated 04.03.2002, registered in the office of District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.147, at Pages 447 to 454, Deed No.6655 for the year 2002, said Smt. Charubala Chanda, donated the land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks of Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282,

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Alipore, South 24 Parganas

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corresponding to C.S. Dag No.1480, under C.S. Khatian No.453 and 76, measuring land area of 3 (Three) Cottahs 4 (Four) Chittacks 25 (Twenty five) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, corresponding to C.S. Dag No.1479, land measuring 3 (Three) Chittacks 2 (Twenty) Sq.ft. totaling land area of 3 (Three) Cottahs 8 (Eight) Chittacks part of the K.M.C. Premises No. 18, Purbachal Main Road, within Ward No.106, in favour of **SMT. PUSPA CHANDA, OWNER No.1** herein.

AND WHEREAS thereafter said **SMT. PUSPA CHANDA**, mutated her entire plot of land togetherwith three storied building erected by her measuring total covered area of 1800 (One thousand and eight hundred) Sq.ft. each floor measuring covered area of 600 (Six hundred) Sq.ft. in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.18, Purbachal Main Road**, being Assessee No.31-106-16-0018-1, within K.M.C. Ward No.106, Kolkata – 700 078.

AND WHEREAS by virtue of a registered Deed of Gift executed on 10.09.2001, registered in the office of District Sub-Registrar – III, Alipore, South 24 Parganas and entered into Book No.1, Deed No.01634 for the year 2003 said Smt. Charubala Chanda, donated a part of land measuring an area of 3 (Three) Cottahs 11 (Eleven) Chittacks of Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 3 (Three) Cottahs 9 (Nine) Chittacks 10 (Ten) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, measuring land area of 1 (One) Chittack 35 (Thirty five) Sq.ft. part of the K.M.C. Premises No. 18, Purbachal Main Road, within Ward No.106, in favour of **SRI SAMIR CHANDA, OWNER No.2** herein.

AND WHEREAS thereafter said **SRI SAMIR CHANDA**, mutated his entire plot of land togetherwith three storied building erected by him measuring total covered area of 1800 (One thousand and eighth hundred) Sq.ft. more or less each floor measuring covered area of 600 (Six hundred) Sq.ft. in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.18/2, Purbachal Main Road, being Assessee No.31-106-16-2787-3, within K.M.C. Ward No.106, Kolkata – 700 078.

AND WHEREAS by virtue of a registered Deed of Gift executed on 10.09.2001, registered in the office of D.S.R. III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.7, at Pages 7168 to 7186, Deed No.01635 for the year 2003, said Smt.

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Shri Chandra Paritosh Chandra
Partner

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Partner

Charubala Chanda, donated a part of land measuring an area of 3 (Three) Cottahs 11 (Eleven) Chittacks of Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 3 (Three) Cottahs 9 (Nine) Chittacks 20 (Twenty) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, land area 1 (One) Chittack 25 (Twenty five) Sq.ft. part of the K.M.C. Premises No. 18, Purbachal Main Road, within Ward No.106, in favour of Radheshyam Chanda, since deceased, the husband of the **SMT. DOLI CHANDA** and father of the **SMT. SOMA DAS (CHANDA)**, the **OWNERS No.3 and 4** herein.

AND WHEREAS said Radheshyam Chanda, died intestate on 27.06.2009, leaving behind his legal heirs and successors i.e. his wife namely **SMT. DOLI CHANDA** and only one daughter namely **SMT. SOMA DAS (CHANDA)**, who jointly inherited the said plot of land as per Hindu Succession Act, 1956.

AND WHEREAS said **SMT. DOLI CHANDA AND SMT. SOMA DAS (CHANDA)**, jointly mutated their entire plot of land together with one tile shed structure measuring an area of 120 (One hundred and twenty) Sq.ft. in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.18/1, Purbachal Main Road, being Assessee No.31-106-16-2788-5, within K.M.C. Ward No.106, Kolkata - 700 078.

AND WHEREAS with the view to better enjoyment the **OWNER No. 1, OWNER No.2 and also OWNERS No.3 and 4** herein amalgamated their respective plot of land into a compact plot of land as the three plots of land as described in the SCHEDULE - "A" below are situated side by side and adjacent to each other and this amalgamation has been made by virtue of a registered Deed of Exchange dated 08.02.2016, registered in the office of District Sub Registrar - III, Alipore and recorded in Book No. 1, Volume No.1603, at Pages 19629 to 19665, Deed No.00615 for the year 2016 and by virtue of this amalgamation the present **OWNERS** herein became the absolute joint Owners of the entire plot of land measuring total land area of **10 (Ten) Cottahs 14 (Fourteen) Chittacks more or less** together with two separate three storied building measuring total covered area of **3600 (Three thousand and six hundred) Sq.ft.** and another one tile shed measuring an area of **120 (One hundred and twenty) Sq.ft.** and thereafter all the Owners herein jointly recorded their names in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.18, Purbachal

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Alipore, South 24 Parganas

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20/05/2016 12:30 P.M.

Main Road, within the K.M.C. Ward No.106, Assessee No.31-106-16-0018-1, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078, in respect of the entire property which has been described in the SCHEDULE – A below.

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground plus four storied building with Lift facility on their said amalgamated land and to do and make construction of a new building on their said land they have no such fund as well as experience in the matter and so the **OWNERS** have approached the Party of **SECOND PART** i.e. **DEVELOPER** herein to make construction of a new Ground plus four storied building with Lift facility as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** as well as annexed specification.

AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground plus four storied building with Lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats, Car Parking Spaces, the **OWNERS** shall jointly get from the **DEVELOPER** 50% of the sanction flat area to be situated on (i) entire First Floor flat area consisting of five flats (ii) two double bed room flats on the 3rd floor of the proposed building, (iii) two double bed room flats on the Fourth floor of the proposed building and (iv) one single bed room flat on Third floor of the proposed building; thus the **OWNERS** shall jointly get Ten nos. of flats of this project to be calculated on 50% of sanction that area. Beside the **OWNERS** shall jointly get 50% of the sanction Ground Floor Car Parking Space area of the proposed building. The **OWNER No.1**, **OWNER No.2** and **OWNER No.3 and 4** shall get three shifting respectively from the **DEVELOPER** as per Developer's choice during construction. Beside the **OWNER No.1** namely Smt. Puspa Chanda shall get a non refundable amount of Rs.15,00,000/- (Rupees Fifteen lac) only out of which (i) Rs.2,00,000/- (Rupees Two lac) only has been duly paid by the Developer to the **OWNER No.1** herein and the **OWNER No.1** herein has acknowledged the receipt of the same as mentioned in the memo below and (ii) Rs.7,00,000/- (Rupees Seven lac) only is to be paid on and within one month from the date of execution of this Agreement and (iii) balance amount of Rs.6,00,000/- (Rupees Six lac) only is to be paid after completion of Ground Floor roof casting of the proposed building; and **OWNER NO.2** shall also get a non refundable amount of Rs.15,00,000/- (Rupees Fifteen lac) only out of which

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(i)Rs.2,00,000/- (Rupees Two lac) only has been paid by the **DEVELOPER** to the **OWNER NO.2** herein and the **OWNER NO.2** herein has acknowledged the receipt of the same as mentioned in the memo below and (ii)Rs.7,00,000/- (Rupees Seven lac) only is to be paid on and within one month from the date of execution of this Agreement and (iii)balance amount of Rs.6,00,000/- (Rupees Six lac) only is to be paid after completion of Ground Floor roof casting of the proposed building; and **OWNER NOS.3 AND 4** jointly shall get a non refundable amount of Rs.15,00,000/- (Rupees Fifteen lac) only out of which (i)Rs.2,00,000/- (Rupees Two lac) only has been duly paid by the **DEVELOPER** to the **OWNER NOS.3 and 4** herein and the **OWNER NOS.3 and 4** herein has acknowledged the receipt of the same as mentioned in the memo below and (ii)Rs.7,00,000/- (Rupees Seven lac) only is to be paid on and within one month from the date of execution of this Agreement and (iii)balance amount of Rs.6,00,000/- (Rupees Six lac) only is to be paid after completion of Ground Floor roof casting of the proposed building as the **OWNERS' ALLOCATION** as morefully described and mentioned in the **SCHEDULE "B"** hereunder written The **OWNERS** shall also get the proportionate share of land and shall enjoy all the common amenities/facilities of the building along with proportionate share of common utilities and facilities of the vacant spaces surrounding the building. It is noted that after sanction of the building plan a Supplementary Agreement shall be executed by and between the **OWNERS** and the **DEVELOPER** herein for clear distribution of the **OWNERS' ALLOCATION** and **DEVELOPER'S ALLOCATION**.

AND WHEREAS the **DEVELOPER** herein shall get from this project rest 50% of sanction flat area to be situated on (i) entire Second Floor Flat area of the proposed building consisting of five flats; (ii) two double bed room Flats on the Third Floor of the proposed building (iii) one single bed room Flat on Fourth Floor of the building ; and (iv) two double bed room flats on the Fourth Floor of the proposed building. Thus the **DEVELOPER** shall get 10 Nos. of flats of this project to be calculated on rest 50% of sanction flat area. Beside **DEVELOPER** shall jointly get 50% of the sanction Ground Floor Car Parking Space area of the proposed building and the said two separate existing three storied building shall be demolished by the **DEVELOPER** at its cost and the **DEVELOPER** shall enjoy the entire sale proceeds thereto. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground plus four storied building with Lift facility at its cost and its supervision and labour to be erected as per annexed Specification as well as the said

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Pratik Chandra Paritosh
Partner

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Alipore, South 24 Parganas

12 MAY 2016

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sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

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

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SMT. PUSPA CHANDA**, wife of Late Netai Chanda, residing at 92, Purbachal Main Road, P.S. Garfa, Kolkata – 700 078, (2) **SRI SAMIR CHANDA**, son of Late Gouranga Chanda, residing at 92, Purbachal Link Road, P.S. Garfa, Kolkata – 700 078, (3) **SMT. DOLI CHANDA**, wife of Late Radhashyam Chanda, residing at 32, Panchanantola Road, P.S. Lake, Kolkata – 700 029 and (4) **SMT. SOMA DAS (CHANDA)**, wife of Raju Das and daughter of Late Radhashyam Chanda, residing at A.T. Chatterjee Road, Rail Colony, Dhakuria, Kolkata – 700 031, and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean “**D.P. CONSTRUCTION**”, a Partnership firm, having its registered office at 49, Rupanjali Park, Kalikapur, P.S. Garfa, Kolkata – 700 099, represented by its partners namely (1) **SRI DILIP CHANDA**, son of Late Netai Chanda, residing at 92, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078 and (2) **SRI PARITOSH DUTTA**, son of Sri Rabin Dutta, residing at 90, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, Party of the **SECOND PART** herein for the time being and its respective successors or successors in interest, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.

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Sri Paritosh Dutta
Partner

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Part **D.P. CONSTRUCTION**
Chanda Paritosh Dutta
Partner

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- (d) **PREMISES** : shall mean the entire amalgamated Property measuring total land area of **10 (Ten) Cottahs 14 (Fourteen) Chittacks more or less** together with two separate three storied building measuring total covered area of **3600 (Three thousand and six hundred) Sq.ft.** and another one tile shed measuring an area of **120 (One hundred and twenty) Sq.ft.** and thereafter all the Owners herein jointly recorded their names in the record of The Kolkata Municipal Corporation known as **K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, Assessee No.31-106-16-0018-1, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata - 700 078,** as mentioned and described in the **SCHEDULE - A** hereunder written.
- (e) **BUILDING** : shall mean the proposed Ground plus four storied building with Lift facility to be constructed on the said amalgamated plot of land as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, lift, lift room and lift well, passages ways, driveways, common lavatories, pump room, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : the entire **OWNERS' ALLOCATION** of the proposed building as morefully mentioned in the **SCHEDULE "B"** hereunder written to be allocated to the **OWNERS** as the **OWNERS' ALLOCATION** from the end of the **DEVELOPER** shall enjoy the entire sale proceeds of the Developer's Allocation. If any of the Owners sell their allocation to any third party, the **DEVELOPER** shall be the Confirming Party in the deed, if required.
- (h) **DEVELOPER'S ALLOCATION** : the entire **DEVELOPERS' ALLOCATION** of the proposed building as morefully mentioned in the **SCHEDULE "D"**

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Partner

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Partners
Partner

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District Sub-Registrar-III
Alipore, South 24 Parganas

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hereunder written of the proposed building excluding the **OWNERS' ALLOCATION'** as mentioned herein together with undivided proportionate share of land and right to use the other common rights and facilities etc. as described in the **SCHEDULE 'D'** hereunder written.

- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company, association of persons or body or individuals to whom any space in the building has been transferred.
- 2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
- 3. **THE OWNERS DECLARE** as follows:
 - (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to their said property as described in the **SCHEDULE 'A'** below and there are no other co-sharer in the said property except the Owners herein.
 - (b) That the said entire amalgamated property as described in the **SCHEDULE - 'A'** below is free from all encumbrances and the **OWNERS** have a good marketable title in respect of their said amalgamated plot of land and property as described in the **SCHEDULE 'A'** below.

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Dilip Kumar Parmita
Partner

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- (c) That the said property is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, documentation such as paid.up land tax and up to date tax, K.M.C. Mutation and Parcha whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the plan or plans on the entire property and the building plan on amalgamated property shall be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **OWNERS** shall give full co-operation to the **DEVELOPER** for the same as and when required.
- (b) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities shall be prepared, signed and submitted by the **DEVELOPER** for and in the name of the **OWNERS** at the cost of **DEVELOPER** and if any alteration/ modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/ co-operation/ signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.

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Partner

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- (e) That the **DEVELOPER-Firm** shall erect the building in the said amalgamated property as per said sanctioned building plan at the cost of the **DEVELOPER** and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion togetherwith proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus four storied building with Lift facility thereon in accordance with the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office on the said amalgamated land as mentioned above.
- (g) The **DEVELOPER** shall make, build, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by them for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said amalgamated property and shall file applications etc. for obtaining water, electric, sewerage and drainage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of their allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on

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the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.

(j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building in the said amalgamated plot of land in accordance with the sanction building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of building plan or from the date of taking over possession of the **SCHEDULE 'A'** mentioned property whichever is later.

(k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.

5. **THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:-

(i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.

(ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.

(iii) The **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** within 24 (Twenty four) months from the date of sanction of the building plan or from the date of taking over possession whichever is later.

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Subir Chandra Partner

Partner

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- (iv) The **DEVELOPER** shall sell all the flats, Car Parking Space etc. of the proposed building, as the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said amalgamated plot of land and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make Agreement for Sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Development Power of Attorney in favour of the **DEVELOPER**.
6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS** as follows :-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.

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Dhruv Paritaa
Partner

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Paul Anshu Banerjee
Partner

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