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Certified that the documents is admitted to registration. The Signature sheet/s and the encodiment sheet/s attached with this document are the part of this document.



Adl. Dist Sub-Registrar
 Alipore, South 24 Parganas

20 JAN 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 20th day of January 2021 (Two Thousand Twenty One).

BETWEEN

[Handwritten signatures and notes in Bengali script, including the name 'Rajendra Prasad' and other illegible text.]

20 JAN 2021

13649

No.....Rs.-5000/- Date.....

Name:.....Bodhisatwa Basu

Address:.....

Vendor:.....Subhankar Das

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

Advocate
Alipur Police Court
Kolkata - 27

13649 = 5000/-

हस्तलिखित का प्रमाणित रूप में जारी किया गया है।
This document is certified as a true and correct copy of the original.
प्रमाणित रूप में जारी किया गया है।



Addl. Dist. Registrar
Alipore
20 JAN 2021
South 24 Parganas
Kolkata - 700027

Identified by:-
Bodhisatwa Basu
(Advocate)
Alipur Police Court
Kof - 700027

SMT. INDIRA CHOWDHURY (PAN- AKIPC2338K) (ADHAR NO.9430409040231), wife of **Sri Sukomal Chowdhury**, by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at C-1, New Scheme, Gostotala, P.O Garia, P.S. Bansdrone, Kolkata-700084, District - South 24 Parganas, hereinafter called and referred to as the "**LAND OWNER**" (which expression shall unless exclude by or repugnant to the context be deemed to mean include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTIES**;

AND

MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (ADHAR NO. 862440510636), son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrone, Kolkata - 700084, sole Proprietor of **M/S. BHATTACHARJEE CONSTRUCTION**, having its office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrone, Kolkata - 700084, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY**.

WHEREAS the vendor herein namely Smt Indira Chowdhury became the absolute owner of **ALL THAT** piece and parcel of Bagan land measuring about 03 Cotthas 13 Chittaks 27 sq.ft. more or less situated in C.S. Dag No. 521 corresponding R.S. Dag No.521 appertaining to R.S. Khatian No. 159, Khanda Khatian No.771 in Mouza Kamdahari, J.L. No.49, Pargana Magura within Touzi No.14 of District Collectorate South 24 Parganas, R.S. No.200 within P.S. Formerly Regent Park now Bansdrone under Kolkata Municipal Corporation Ward No.111, Kolkata-700084, District South 24 Parganas by virtue of a registered Deed of Conveyance dated on 30.04.1990 which was duly registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No.X, Page from X to X, being No. 1250 for the year 1990 from one Sri Joydeb Ghosh.

AND WHEREAS after that Smt. Indira Chowdhury mutated her name in the record of Kolkata Municipal Corporation and the premises was being known and numbered as 323, Gostatala, being Assessee No. 311110903230 and also mutated her name in the record of B.L.&L.RO. vide Memo No.18/Mut/888/BLLRO/A.T.M./Kasba/16 dated 13.02.2017

Indira Chowdhury
Debasish Bhattacharjee

being Reference No. M/C No. 1961/16 vide L.R. Khatian No.1974 corresponding L.R. Dag No.521

AND WHEREAS the Land Owners herein have thus possessing and enjoying the Schedule property as its absolute owners without any hindrances from any corner whatsoever and have been paying all rents, rates and taxes thereof which is free from all encumbrances and bears a good marketable title.

AND WHEREAS the Land Owners now desirous to construct a multistoried building and want to give **ALL THAT** piece and parcel of Bagan land measuring about 03 Cotthas 13 Chittaks 27 sq.ft. more or less situated in C.S. Dag No. 521 corresponding R.S. Dag No.521 corresponding L.R. Dag No. 521 appertaining to R.S. Khatian No. 159, Khanda Khatian No.771 corresponding L.R. Khatian No. 1974 in Mouza Kamdahari, J.L. No.49, Pargana Magura within Touzi No.14 of District Collectorate South 24 Parganas, R.S. No.200 within P.S. Formerly Regent Park now Bansdroni, being Premises No. 323, Gostatala, being Assessee No. 311110903230 under Kolkata Municipal Corporation Ward No.111, Kolkata-700084, District South 24 Parganas, A.D.S.R. Alipore to the developer herein to develop the property by raising a G + III storied building with lift thereon.

AND WHEREAS the developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this development agreement for further guidance concerning mutual rights and obligations.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :- NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH as follows:

ARTICLE -I

(DEFINITION)

1. **LAND OWNER: SMT. INDIRA CHOWDHURY (PAN- AKIPC2338K) (ADHAR NO.9430409040231),** wife of Sri Sukomal Chowdhury, by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at C-1, New Scheme, Gostotala, P.O Garia, P.S. Bansdroni, Kolkata-700084, District - South 24 Parganas.
2. **DEVELOPER: MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R),** son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia,

Police Station - Bansdroni, Kolkata - 700084, sole Proprietor of M/S. BHATTACHARJEE CONSTRUCTION, having its office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdroni, Kolkata - 700084.

3. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developers/Contractors for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developers/Contractors time to time.

4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Third Schedule hereto.

5. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Second Schedule hereto.

6. **ARBITRATOR** shall mean such person or persons whom the DEVELOPER and OWNER jointly may from time to time appoint as the Arbitrator for the Project.

7. **MUNICIPALITY** shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.

8. **LAND** shall mean **ALL THAT** piece and parcel of Bagan land measuring about 03 Cotthas 13 Chittaks 27 sq.ft. more or less situated in C.S. Dag No. 521 corresponding R.S. Dag No.521 corresponding L.R. Dag No. 521 appertaining to R.S. Khatian No. 159, Khanda Khatian No.771 corresponding L.R. Khatian No. 1974 in Mouza Kamdahari, J.L. No.49, Pargana Magura within Touzi No.14 of District Collectorate South 24 Parganas, R.S. No.200 within P.S. Formerly Regent Park now Bansdroni, being Premises No. 323, Gostatala, being Assessee No. 311110903230 under Kolkata Municipal Corporation Ward No.111, Kolkata-700084, District South 24 Parganas, A.D.S.R. Alipore.

9. **NEW BULDING** shall mean and include the G + III storied building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.

10. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, septic tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "THIRD" herein below.

11. **OWNER'S ALLOCATION AS FIXED AS FOLLOWS:** In the new G +III storied Building with lift be constructed on the land described here under the FIRST SCHEDULE land, the LAND OWNER shall get :-

- i) ALL THAT the entire SECOND FLOOR.
- ii) ALL THAT 50% of the THIRD FLOOR i.e. one 2 BHK Flat at West-North-East side (Back side of the building).
- iii) ALL THAT 50% of the Car Parking space.
- iv) Developer will pay Rs.6,00,000/- (Rupees Six Lakh) only as forfeit amount to the Land Owner in which Rs.2,00,000/- (Rupees Two Lakh) only will be paid at the time of signing of this Development Agreement and another Rs.2,00,000/- (Rupees Two Lakh) only will be paid after plan sanction by the competent authority and rest Rs.2,00,000/- (Rupees Two Lakh) only will be paid at the time hand over of Land Owner's Allocation to the Land Owner by the Developer.

Further, be it mentioned here that Side of the Car Parking space will be decided by the Land owner at first and the land owner's allocation shall be provided Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against his allocated portion.

12. **DEVELOPER'S ALLOCATION:** save and except owner's allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+ III storied building with lift i.e.

- i) ALL THAT the entire FIRST FLOOR.
- ii) ALL THAT 50% of the THIRD FLOOR i.e. one 3 BHK Flat at West-South-East Side (front side of the building).
- iii) ALL THAT 50% of the Car Parking space.

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owner in favour of the Developer.

13. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the OWNERS and in case of any Revised Plan also such approval has to be taken.

14. **PREMISE** shall mean having comprised in the premises having an area of ALL THAT piece and parcel of Bagan land measuring about 03 Cotthas 13 Chittaks 27 sq.ft. more or less situated in C.S. Dag No. 521 corresponding R.S. Dag No.521 corresponding L.R. Dag No. 521 appertaining to R.S. Khatian No. 159, Khanda Khatian No.771 corresponding L.R. Khatian No. 1974 in Mouza Kamdahari, J.L. No.49, Pargana Magura within Touzi No.14 of District Collectorate South 24 Parganas, R.S. No.200 within P.S. Formerly Regent Park now Bansdrone, being Premises No. 323, Gostatala, being Assessee No. 311110903230 under Kolkata Municipal Corporation Ward No.111, Kolkata-700084, District South 24 Parganas, A.D.S.R. Alipore more fully described in the FIRST SCHEDULE hereto.

15. **PROJECT** shall mean the work of the development undertaken to be done by the Builder/Developer in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit OWNER.

16. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.

17. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.

18. **UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.

a) **MASCULINE GENDER** shall include the feminine and vice versa.

b) **SINGULAR** shall include the plural and vice versa.

19. **SUBMISSION OF THE DOCUMENTS** : at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents and all other related necessary papers shall be submitted by the OWNER to the Developer and against this submission the Developer issue a proper receipt to the land owner for his documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs and the Developer shall return all the documents/papers to the Owner after completion of the construction work.

20. **SALEABLE SPACE** : shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the OWNER'S Allocation together with all proportionate common facilities and the space as required thereof.

21. **EXTRA COST**: that any extra work for OWNER/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNER/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building.

22. **FORCE MAJURE**: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.

23. **TRANSFER**: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.

24. **TRANSFEREE:** shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.

25. **BUILT UP AREA:** means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case and lift if provided.

26. **SUPER BUILT UP AREA:** means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, septic tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per his choice with the Covered area or built up area.

ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

ARTICLE - II

OWNER'S OBLIGATION

2.1 The 'OWNER' has agreed to produce the original papers of the above mentioned schedule land to the Developer.

2.2 The 'OWNER' has agreed to make over possession of the said property now within his possession of the schedule land as and when required by the Developer for new construction thereon.

2.3 Subject to the proceeding clause, the 'OWNER' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owner's share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority and handover the possession to the Land Owner within a stipulated period of 24 months from the date of the Sanction Plan if the Developer will not be able to hand over the possession within the stipulated period of 24 months from getting sanction plan from Kolkata Municipal Corporation then the OWNER will give them another 6 months as a grace period as mutually agreed upon by the parties hereto.

2.4 That after completion of construction and delivery of possession of OWNER allocation in the new building, the OWNER shall convey and transfer to the Builder and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided

proportionate share in the land appurtenant to the flats, car parking space, shop room etc. out of Builder's allocation directly or through Development Power of Attorney which must to be executed after the execution of this Agreement For Development, be treated as related documents.

2.5 The OWNER shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer Allocation Flat by receiving money from them. The OWNER shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit, execute of any deed executed by the Attorney on his behalf and receive consideration money and to give discharge thereof in respect of the said property.

2.6 The OWNER hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

2.7 The OWNER hereby agrees and covenants 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 allocated portion in the building after completion of the new building.

2.8 The OWNER hereby agree and covenant with the developer/promoter not to do any act, deed or thing whereby the developer/promoter may be prevented from selling, assigning and/or disposing of any of developer's/promoter's allocation.

2.9 The OWNER hereby agree and covenant with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.

2.10 The OWNER hereby agree and covenant with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

2.11 That the OWNER shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Kolkata

Municipal Corporation and shall attend all courts, offices, registration offices as and when the OWNER presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid.

ARTICLE - III

OWNER'S RIGHTS AND REPRESENTATIONS

3.1 The OWNER is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.

3.2 None other than the said OWNER has any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.

3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.

3.5 The Owner shall exclusively entitled to Owner's Allocation in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the peaceful possession of the Owner's Allocation.

ARTICLE-IV

DEVELOPER'S/PROMOTER'S RIGHTS

4.1.If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'OWNER' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.

4.2.Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'OWNER' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developers' allocation in the building in the manner hereafter stated.

4.3. The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.

4.4. The developer shall exclusively entitled to DEVELOPER'S ALLOCATION in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the OWNER and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the DEVELOPER'S ALLOCATION.

4.5. The decision of the DEVELOPER regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the OWNER shall have the right of inspection the project from time to time if required.

4.6. The OWNER will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the OWNER after completion of the construction work and sale of all flats/units under Developer's Allocation.

4.7. The developer shall be deemed to be the Confirm Attorney/Agent of the Land Owner and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength of this Registered Development Power of Attorney executed by the LAND OWNER in favour of the Developer Firm and/or in the name of MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (ADHAR NO. 862440510636), son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Banskroni, Kolkata - 700084, sole Proprietor of M/S. BHATTACHARJEE CONSTRUCTION, having its office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Banskroni, Kolkata - 700084 where the LAND OWNER shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the FIRST SCHEDULE.

4.8. The Developer shall be authorized in the name of the OWNER in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and

other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the LAND OWNER'S allocated portion by the LAND OWNER, she will bear the aforesaid all outgoing expenses for their respective allocated portion only. Be it mentioned here that the LAND OWNER shall clear all rent, rates, Municipal Taxes and other liabilities whatsoever the OWNER had or have till the date of delivery of land to the Developer, the Second Party herein and then the Developer shall bear the same on behalf of the land OWNER.

4.9. That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats etc. belonging to the Developer's allocation. The Owner hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the OWNER/Vendor in respect of the property under reference but in normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by signing Deed Return Receipt on the strength of Development Power of Attorney executed by the Land OWNER in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

ARTICLE - V

DEVELOPER'S/PROMOTER'S OBLIGATION

5.1 The developer/promoter hereby agrees and covenants with the OWNER to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developers/promoters the owner may consider and extend the completion period of the said construction on the said property.

5.2 That the developer will be obliged to pay upto date all corporation taxes, B.L. & L.R.O. khajna, corporation mutation, B.L. & L.R.O. mutation.

5.3 The Developer shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the DEVELOPER even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident OWNER shall not be held responsible and liable to pay any compensation for the same.

5.4 The developer/promoter hereby agrees and covenants with the OWNER not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owner.

5.5 The developer/promoter hereby agrees and covenants with the owner not to do any act, deed or thing whereby the OWNER is prevented from enjoying, selling, assigning and/or disposing of any of the OWNER'S allocation on the building.

5.6 That upon completion of construction of the new building, the builder shall inform the OWNER to take delivery of possession of the OWNER'S allocated area in the new building in good and habitable condition and the OWNER within 30 days from the date of such intimation shall take possession of his allocations thereon and the land OWNER shall have to pay all rent, rates and taxes and others out goings from the date of taking land owners' allocation as per notice serves.

ARTICLE - VI

FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER/PROMOTER

6.1 The OWNER hereby agrees and covenants with the developer/promoter that as soon as the OWNER'S allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation.

6.2 That the OWNER shall be exclusively entitled to deal with OWNER'S allocation in the new building and the builder/developer shall be exclusively entitled to the developer's allocated area therein and the developer shall be at liberty to sell/transfer his/its allocated portion in favour of any person or persons at any consideration which

may be considered by the Developer/Builder and the owner shall not entitled to interfere in any manner.

ARTICLE - VII
FORCE MAJEURE

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

7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

ARTICLE-VIII
JURISDICTION

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

ARTICLE IX
ARBITRATION

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator. Each party shall nominate their own Arbitrators and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summery powers.

The Arbitrators shall have the power to appoint an Umpire in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

FIRST SCHEDULE
(DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of Bagan land measuring about 03 Cotthas 13 Chittaks 27 sq.ft. more or less along with 100 sq.ft. tiles shed katcha cement flooring structure situated in C.S. Dag No. 521 corresponding R.S. Dag No.521 corresponding L.R. Dag No. 521 appertaining to R.S. Khatian No. 159, Khanda Khatian No.771 corresponding L.R. Khatian No. 1974 in Mouza Kamdahari, J.L. No.49, Pargana Magura within Touzi No.14 of District Collectorate South 24 Parganas, R.S. No.200 within P.S. Formerly Regent Park now Bansdronei, being Premises No. 323, Gostatala, being Assessee No. 311110903230 under Kolkata Municipal Corporation Ward No.111, Kolkata-700084, District South 24 Parganas, A.D.S.R. Alipore, her property is butted and bounded as follows:-

ON THE NORTH :By Land of R.S. Dag No.521;

ON THE SOUTH :By 18ft wide K.M.C. Road;

ON THE EAST :By Land of R.S. Dag No. 521;

ON THE WEST :By 16 ft wide K.M.C. Road;

SECOND SCHEDULE

OWNER'S ALLOCATION: In the new G +III storied Building with lift, be constructed on the land described here under the **FIRST SCHEDULE** land and the **LAND OWNERS** shall get :-

- i) **ALL THAT** the entire **SECOND FLOOR**.
- ii) **ALL THAT** 50% of the **THIRD FLOOR** i.e. one 2 BHK Flat at West-North-East side (Back side of the Building).
- iii) **ALL THAT** 50% of the Car Parking space.
- iv) Developer will pay Rs.6,00,000/- (Rupees Six Lakh) only as forfeit amount to the Land Owner in which Rs.2,00,000/- (Rupees Two Lakh) only will be paid at the time of signing of this Development Agreement and another Rs.2,00,000/- (Rupees Two Lakh) only will be paid after plan sanction by the competent authority and rest Rs.2,00,000/- (Rupees Two Lakh) only will be paid at the time hand over of Land Owner's Allocation to the Land Owner by the Developer.

Further, be it mentioned here that Side of the Car Parking space will be decided by the Land owners at first and the land owners' allocation shall be provided Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against his allocated portion.

DEVELOPER'S ALLOCATION: save and except owner's allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+ III storied building with lift i.e.

- i) **ALL THAT the entire FIRST FLOOR.**
- ii) **ALL THAT 50% of the THIRD FLOOR i.e. one 3 BHK Flat at West-South-East Side.**
- iii) **ALL THAT 50% of the Car Parking space.**

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owner in favour of the Developer.

THIRD SCHEDULE

[COMMON FACILITIES]

1. The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided proportioned share of land
2. The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for beneficial use and occupation of the other parts, of the building.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to ownership flat as per apartment rule and possible in that area.

5. Common area, the stair case and its landing passage, outer wall, roof, overhead tank, reservoir, common pump machine, entrance, all vacant portions.
6. Lift facility will be installed in this G+III storied building.

FOURTH SCHEDULE
(COMMON EXPENSES)

1. All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.
2. The salaries and all expenses for the all persons employed for the common purpose.
3. Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.
4. Cost of establishment and operations of the society (if society form) relating to the common purpose.
5. All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.

FIFTH SCHEDULE
[TECHNICAL SPECIFICATION OF THE BUILDING]

1. Foundation : As per Kolkata Municipal Corporation Structural Sanction Plan.
2. Plinths : As per Kolkata Municipal Corporation Structural Sanction Plan.
3. Super Structure : As per Kolkata Municipal Corporation Structural Sanction Plan.
4. Walls : As per Kolkata Municipal Corporation Structural Sanction Plan.
5. Floor Finishing Skirting Dado etc. : Marble flooring 4" skirting and margin and 6'-4" Dado to bath and privy and 3' ft. Height glazed tiles above cooking platform and at toilet marble flooring to 7' (lintel level) from the floor height.

6. Plaster : the outside of the building wall have cement plaster (1:6) $\frac{3}{4}$ (Average) where at the inside and the ceiling plaster will be 1/2" thick.
(Average) in 1:4 with plaster of a paris finishing inside and outside plaster shall be of cement and sand.
7. Outside Painting : Weather Coat
8. Doors : (a) Wooden Frame (Sal Wood) of each door.
(b) Commercial flash door with Teak ply pasting and polished.
(c) Aluminum Tower Bolt
(d) Godrej lock door for all door except PVC door in toilet.
(e) Electrical bell point
9. Windows : Aluminum Sliding windows with (3mm) white clear glass and grill of good quality.
10. Toilet Fitting :
- (a) One W.C. and white commode (Hindware) with white P.V.C. cistern (Reliance).
(b) One white porcelain washbasin (Hindware).
(c) One Shower.
(d) Two Taps (Marc).
11. Kitchen : The Kitchen will have a cooking platform with granite, stainless steel sink (Baishali) with water connection, one point with bib-cock, will be provided in the kitchen, glazed tiles will be in front of cooking base (lental level) with marble flooring.
12. W.C. : (a) One European White commode (Hindware) with white P.V.C., cistern (Reliance),
(b) One Tap
13. Stair Case & Floor : (a) Stair Case marble floor will be provided with railing with wooden handle.
(b) Cabin for electric meter.
(c) 4" thick (average) lime tracing will be provided roof mosaic flooring.

(d) 3' 6" height parapet wall will be provided all round the roof.

(e) The staircase and the floor of the flat will be by marble finishing.

15. Sanitation & Cleanliness : Proportioned expenses of all owners/occupiers after competition of construction.

16. Electricals : Concealed wiring with copper wires (Finolex/Havells) wiring for installation and all switch board will be used Oreva.

- a) Each bed room : 2 light points, 1 fan point, 2 plug points (5 amp), 1 A.C. point.
- b) Living/Dining : 2 light points, 2 fan point, 2 plug points (5 amp)
- c) Kitchen : 1 light, 1 exhaust fan/chimney point (5 amp), 1 power point (15 amp).
- d) W.C. : 1 light point (5 amp)
- e) Toilet : 1 light, 1 exhaust fan point (5 amp), 1 plug point (15 amp).
- f) Each Balcony : 1 light point (5 amp)
- g) Required points for pump, stair, common passage and roof.

17. Water Supply: One R.C.C. Overhead Reservoir provided on the top of the last roof as per design..

18. Lift

The suitable electric pump with motor will be installed at the ground floor to deliver water to overhead reservoir from R.S.M. Supply.

All the above technical specification is subject or being approved by Kolkata Municipal Corporation Authority and the same may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer and Owner/Purchaser.

Anything extra if demanded by the Owners or intending Purchaser apart from the technical specification given is Fourth Schedule that shall be made or done by the cost of the Owner/Purchaser.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES:-

1.

Prasanna Majumdar.

3/0 Let - Divyendra Nath Majumdar.

T-126 Subash Pally -
Garia. Kol - 84
P.S - Banskroni

Indira Choudhury.

SIGNATURE OF LAND OWNER

2. Bodhisatwa Basu

(Advocate)
Alipore Police Court

Let-27

M/S. BHATTACHARJEE CONSTRUCTION

Debarati Bhattacharjee

PROPRIETOR

SIGNATURE OF DEVELOPER

Drafted By:

Bodhisatwa Basu

BODHISATWA BASU
(ADVOCATE)

Enrl No. WB/2138/2009
Alipore Police Court
Kolkata- 700 027

MONEY RECEIPT

RECEIVED Rs 2,00,000/- (Rupees Two Lakh) only from the Developer.

Date	Bank	Branch	Amount
17.10.19	B.O.M.	GEARIA	Rs. 1,00,000/-
20.10.19	B.O.M.	GEARIA	Rs. 1,00,000/-

Total- Rs 2,00,000/- (Rupees Two Lakh) only.

WITNESSES:-

1. *Prasanta Nayak*

2. *Rodhathra Bm*












Indira chowdhury.

SIGNATURE OF LANDOWNER

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					












Name

Signature

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name INDIRA.....CHOWDHURY.

Signature Indira chowdhury.

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name DEBASISH..BHATTACHARJEE

Signature Debasish Bhattacharjee

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2021, Page from 15032 to 15065
being No 160500200 for the year 2021.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2021.01.21 14:40:50 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2021/01/21 02:40:50 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)