AND WHEREAS the Second Party being the Developer herein after considering the proposal of the First Party – the Owners, herein has agreed to raise a multi storied residential building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation at his own costs and/or his nominees' cost on the property described in the First Schedule below on certain terms and conditions to which the parties herein agreed.

AND WHEREAS in consideration of the said offer and acceptance the parties herein executed this agreement with the terms and conditions whereas as follows:-

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

1. **OWNERS** shall mean **(1) SMT. GOURI ROY CHOWDHURY, (2) SRI DIPAK ROYCHOUDHURY** and **(3) SRI SANKAR PRASAD GHOSH** and their heirs, successor/successors, legal representative/ representatives and assign/ assigns.

2. **DEVELOPER** shall mean **M.M.ENTERPRISE**, a proprietorship concern having its office at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, represented by its sole proprietor namely **SRI DEBOPRIYO DHAR**, son of Sri Debabrata Dhar, by religion- Hindu, by occupation- Business, residing at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District – South 24-parganas the second part herein and his heir/heirs, successor/ successors, successors-in-office, legal representative/ representatives and assign/assigns.

3a) THE SAID PROPERTY shall mean **ALL THAT** piece and parcel of Bastu land & structures standing thereon or in a part or portion thereof measuring

an area **05 Cottahs 02 Chittacks 25 Sq.ft.** be the same a little more or less together with one 2 storied building measuring about **450 Sq.ft.** on entire Ground Floor and entire First Floor measuring **450 Sq.ft.** and one 2 storied building measuring about **1000 Sq.ft.** on entire Ground Floor and entire First Floor measuring **500 Sq.ft.** and RTS measuring **300 Sq.ft.** standing thereon situated at Mouza- Santoshpur & Jadavpur, J.L. No. 22 & 35, E.P. No. 192, 192A & 193, S.P. No. 174, 174/1, 175, C.S. Plot No. 20(P), at Sub – Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No.103, being **K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas,** together with whatsoever easement rights in common with the other persons having the like right to pass and re-pass over the roads lying or situate adjacent to the said property.

3(b) TITLE DEEDS : shall mean Deeds and Tax receipts.

4. BUILDING shall mean a multi storied building consisting of several flats and others to be constructed on the First Schedule land by the Developer, second party at his own cost as per building plan to be sanctioned by the K.M.C. hereinafter called the "Said Building" at the premises mentioned in earlier paragraph.

5. COMMON FACILITIES shall mean and include corridors, stairs, ways passage-ways, roof of the top floor if any, drive-ways, overhead water tank, under ground water reservoir, septic tank, electric meter room, Caretaker's room and common toilet to be provided by the Developer, water motor and

pump with room and water and other facilities which be provided by the Developer in the new Building.

6. SALEABLE SPACE shall mean the space in the proposed building available for independent use and occupation by the Developer after making the provisions for common facilities and space required thereof.

7. OWNERS' ALLOCATION on completion of multi storied building the Owners herein shall get **ALL THAT (1) One Flat on the First Floor South- East side measuring 790 Sq.ft. Super built up area, (2) One Flat on the Third Floor South- East side measuring 790 Sq.ft. Super built up area, (3) One Shop Room on the Ground Floor North- East side measuring 100 Sq.ft., (4) One Flat on the First Floor North- West side measuring 837 Sq.ft. Super built up area, (5) One Flat on the Ground Floor South- West side measuring 430 Sq.ft. Super built up area, (6) One Car Parking Space on the Ground Floor Northern side measuring 120 Sq.ft. (7) One Flat on the First Floor North- East side measuring 1071 Sq.ft. Super built up area,** in the proposed new **G + 3** storied residential building together with undivided impartible proportionate share of the land and premises as stated in the First Schedule hereunder written having common rights of the common parts of the building and common amenities of the said building of **K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas.**

8. The owners herein have declare that they have no claim in respect of other flats and other saleable spaces in the Developer's Allocation of the new multi storied building, the Developer herein shall have exclusive right in respect of remaining flats and other saleable spaces (save and except owners' allocation), to dispose of the same to the intending Purchaser/s.

9. DEVELOPER'S ALLOCATION shall mean flats or other saleable spaces of the new building save and except first party's (Owners') allocation as stated in clause No.7, i.e **ALL THAT** remaining **Flats and car parking spaces** in the proposed new **G + 3** storied residential building together with undivided impartible proportionate share of the land and premises as stated in the First Schedule hereunder written having common rights of the common parts of the building and common amenities of the said building of **K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas**.

10. THE ARCHITECT shall mean such other person or persons or firm with requisite qualification who will be appointed by the Developer for designing and planning and for other purposes of the new building.

11. BUILDING PLAN shall mean such plan prepared by the Architect for the construction of the new multi storied residential building or buildings and to be sanctioned by the Kolkata Municipal Corporation.

12. TRANSFER with its Grammatical Variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space/flat in the building to purchaser thereof although the same may not amount to a transfer-in-law without causing in any manner inconvenience or disturbance to the owners.

13. TRANSFEREE shall mean a Gentle person to whom any space/flat in the building will be transferred for residential purpose only.

THIS AGREEMENT shall be deemed to have commenced with effect from the date of execution.

FIRST PARTY'S RIGHT & REPRESENTATION & LIABILITIES:

1) The First Party (Owners) shall cause to prove that they are absolutely seized and possessed of and the owners and/or otherwise well and sufficiently entitled to the FIRST SCHEDULE property.

2) NONE other than the First Party have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

3) As the Schedule property is land and land with structure the permission for transfer for whole or part of the same from the competent Authority under Land Ceiling Regulations Act, 1976 does not arise.

DEVELOPER'S RIGHT:

1) The First Party hereby grant subject to what have been hereunder provided exclusive right to the Developer to build upon and to "Commercially Exploit" the said property and shall be able to construct the New multi storied

residential Building on the First Schedule land in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

2) All applications, modified/alteration of plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer after obtaining the signature from the First Party thereon or on behalf of the First Party, the Developer may sign the same on the strength of Power of Attorney executed by First Party in favour of the Developer and the Developer shall pay all charge and bear all fee including Architect's fees required to be paid or deposited for exploitation of the said property.

CONSIDERATION:

In consideration of the First Party having agreed to permit the Developer to 'Commercially Exploit' the said property and in exchange to provide the owners' allocation in the new building together with common parts, undivided indivisible proportionate share of land as mentioned in the Second Schedule hereunder.

The Developer shall give possession of the aforesaid Owners' Allocation in the new building together with common parts, undivided indivisible proportionate share of land, to the owner within **24** months to be calculated after obtaining the sanction plan and said building plan to be submitted to the K.M.C. within one month from the date of handover the possession of the said premises to the Developer by the owners, if not otherwise prevented by force majeure or unavoidable circumstances.

If the Developer shall fails to comply their part of performance within 24 months as mentioned above the Developer will be allowed for further six months while the Developer will pay Rs.3,000/- (Rupees Three Thousand only) per month to the owners and if be failed further six months will be allowed when the Developer will pay Rs.5,000/- (Rupees five Thousand only) per month as damages and thereafter no extension be allowed.

a) The Developer will be able to sell its allotted portion of the said building save & except Owners' Allocation mentioned in 2nd Schedule to any intending purchaser/purchasers and the First Party and/or their heirs, successors will execute and register the final Deed of Conveyance/ Conveyances in favour of the nominee/nominees of the Developer regarding selling, transferring, alienating for the undivided proportionate share of the land underneath the respective flats and common users. PROVIDED, if the first party or their heirs or successors will deny to execute and/or register the documents as mentioned above after taking the possession of the his allocation in that case the Developer shall have the right to sell the same as empowered them through REGISTERED DEVELOPMENT POWER OF ATTORNEY provided this clause will not be applicable in respect of handing over the possession to the Intending Purchasers by the Developer. Before handover the possession of allocation to the First Party, the Developer, the Second Party herein will not be entitled to handover the possession of flats and other spaces to the intending purchaser from its allocation.

2. The owners shall not be liable or be responsible for any Income Tax, Sales Tax etc. in respect of selling the flats and car parking space under Developer's Allocation.

3. The Developer shall not deviate the sanction of the building plan under any circumstances and also shall not violate the Building Rules and Restrictions of the Kolkata Municipal Corporation but shall have the right to modify/ alter/ addition of the said plan in this respect the owners herein shall not arise any objection for that type of construction.

4. The Owners shall not be responsible for any money to be taken by the Developer from the intending purchaser or purchasers.

5. The Developer shall use the 1st class or standard Building materials and all other fittings in respect of the construction of the proposed building.

POSSESSION:

1. The First Party simultaneously giving free quiet, peaceful unencumbered vacant possession of the FIRST SCHEDULE property to the Developer.

2. The Developer shall complete the proposed building within 24 months after obtaining the sanction plan to be sanctioned by the Kolkata Municipal Corporation, subject to force majeure or unavoidable circumstances.

3. The Developer shall be exclusively entitled to the Developer's Allocation in the new building save and except the First Party's(Owners') Allocation with exclusive right to transfer or otherwise deal with or dispose of the same without prejudicially affected their interest without any right, title, claim or demand or interest therein whatsoever of the First Party and the First Party shall not act in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. The First Party will only transfer by way of proper Deed of Conveyance either in favour of the Developer or in favour of the intending purchaser(s) in respect of the undivided share of the land.

4. The First Party undertake to give the Developer REGISTERED DEVELOPMENT POWER OF ATTORNEY in the form and manner reasonably required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liability upon the first party nor they shall be any clause inconsistent with or against the terms mentioned in this Agreement.

5. That the First Party shall execute the Deed of Conveyance in favour of the Developer or his nominees in respect of the part or parts of the proportionate share of land of the new building as shall be required by the Developer all costs and all expenses in that behalf will be borne and paid by the Developer and or his nominees.

TAX LIABILITIES:

1. The Developer shall pay and bear property taxes and other dues and out goings in respect of the said premises and said building assuring due as and from the date of handing over vacant possession of the said property or part of it by the First Party to the Developer, if there are any dues of property taxes or any Owners' taxes regarding the said property upto the date of execution of this agreement that would be borne by the Developer.

2. As soon as the new building at first schedule property is completed and building completion certificate with drainage and water connection is obtained from K.M.C. within the time hereinafter mentioned the Developer shall give written notice to the first party of their allocation to the new multi storied building and there being no dispute regarding the completion of the building in terms of this Agreement and accordance to the specification and plan thereof to the effect then after 30 days from the date of serving of such

notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal taxes.

3. From the date of handing over the possession of the owners' allocation the first party shall pay the developer service charges in the new building till the association of flat owners shall be formed.

COMMON RESTRICTION

The owners shall not use or permit to use of the first party's allocation in the new building any portion thereof for any illegal, immoral trade and both parties shall abide by all rules, by laws, laws of the government of other authorities. Both the party shall abide by all laws, bye-laws, rates and regulations of the Govt. & other authorities.

The owners, the First party shall pay proportionate expenses for maintenance of the common portion of the new building.

OWNER'S OBLIGATIONS

The 1st party do hereby agree, covenant with the Developer not to do any act or deed or thing hereby, the Developer may be prevented from selling, assigning and/or disposing of any part or entire part of the Developer's Allocation of new building. The developer also shall not have any right to get, grant, lease, mortgage and/or charges the allocated area of the 1st party.

If the marketable title to the aforesaid land is found defective before or after sanction of the building plan from KMC authority or during the construction of the proposed building, the owners shall be bound to clear up the said defects as their own costs and expenses or the developer shall bear the said damage charges with the consent of the owners.

DEVELOPER'S OBLIGATIONS

1. The developer shall complete the construction of the new multi storied building at 1st Schedule property within 24 months after obtaining of the sanction plan to be sanctioned by the KMC the time of completion of the building shall be strictly observed the period of construction will be extended if there is any force majeure, natural calamity or situation beyond the control of the developer.

2. The Developer shall not be entitled to transfer alienate or assign this agreement to any other person/persons for completion of the new building under the terms and conditions of this agreement without any written consent of the owners/first party.

3. Not to violate or contravene any of the provisions or rates applicable for construction of the building.

4. The new multi storied residential building to be constructed by the Developer, the Second Party at its own cost in accordance with the sanction building plan of K.M.C. and specification as mentioned in the Fourth Schedule hereunder written.

5. The Developer shall obtain building completion certificate from Architect and occupancy certificate and drainage and water connection certificate from K.M.C. after completion the construction of the said building within stipulated time.

6. **Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/ Final Document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of**

the property under Schedule. This Development agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for transfer of property between the owners and the Developer in any way. This clause shall have overriding effect to anything written in this document in contrary to this clause.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land & structures standing thereon or in a part or portion thereof measuring an area **05 Cottahs 02 Chittacks 25 Sq.ft.** be the same a little more or less together with one 2 storied building measuring about **450 Sq.ft.** on entire Ground Floor and entire First Floor measuring **450 Sq.ft**. and one 2 storied building measuring about **1000 Sq.ft.** on entire Ground Floor and entire First Floor measuring **500 Sq.ft**. and RTS measuring **300 Sq.ft.** standing thereon situated at Mouza- Santoshpur & Jadavpur, J.L. No. 22 & 35, E.P. No. 192, 192A & 193, S.P. No. 174, 174/1, 175, C.S. Plot No. 20(P), at Sub – Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No.103, being **K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas, Assessee No. 311034200444,** together with whatsoever easement rights in common with the other persons having the like right to pass and re-pass over the roads lying or situate adjacent to the said property. The same is butted and bounded as follows:-

North : 13'-5" wide K.M.C. Road,

South : Land of Alpana Bhowmick,

East : 4' wide Private Passage and Land of Tushar Kanti Moitra,

West : 17, Santoshpur West Road and West Road Club.

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS' ALLOCATION

ALL THAT (1) One Flat on the First Floor South- East side measuring 790 Sq.ft. Super built up area, (2) One Flat on the Third Floor South- East side measuring 790 Sq.ft. Super built up area, (3) One Shop Room on the Ground Floor North- East side measuring 100 Sq.ft., (4) One Flat on the First Floor North- West side measuring 837 Sq.ft. Super built up area, (5) One Flat on the Ground Floor South- West side measuring 430 Sq.ft. Super built up area, (6) One Car Parking Space on the Ground Floor Northern side measuring 120 Sq.ft. (7) One Flat on the First Floor North- East side measuring 1071 Sq.ft. Super built up area, in the proposed new **G + 3** storied residential building together with undivided impartible proportionate share of the land and premises as stated in the First Schedule hereinbefore stated having common rights of the common parts of the building and common amenities of the said building of **K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas.**

THE THIRD SCHEDULE ABOVE REFERRED TO

DEVELOPER'S ALLOCATION

ALL THAT remaining **Flats and car parking space** in the proposed new **G + 3** storied residential building together with undivided impartible proportionate share of the land and premises as stated in the First Schedule hereinbefore stated having common rights of the common parts of the building and common amenities of the

said building of **K.M.C. Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas.**

THE FOURTH SCHEDULE ABOVE REFERRED TO
TECHNICAL SPECIFICATION

GENERAL	:	This is a proposal for erection of garage. Pump room etc. multi storied R.C.C. framed building for residential use.
FOUNDATION	:	The building is to be built on suitable R.C.C. Foundation as per design of the structural Engineer of the Developer.
CONCRETE WORK	:	All concrete work will be usually of M-20 grade with mix proportioning to 1:2:4 by volume and be laid at suitable level and line.
BRICK WORK	:	All external brick work will be usually 8"/10" thick in cement mortar 6:1 with suitable architectural design and all internal walls will be usually 3" thick in sand cement mortar 4 :1.
FLOORING	:	Flooring work shall be done with 2' x 2' size white ordinary marble and Acid Polish finish shall be done 4" skirting with the same marble shall be done on wall glazed tiles shall be fixed on toilet wall up to 5' height from floor level and kitchen wall shall be finished with Glazed tiles up to 2' height from platform shall be of black stone.
DOORS	:	Main Entrance Door : a) Sal wood door frame, b) Gammar Wooden Door, i) one night latch, ii) one telescopic peep hole, iv) one handle from outside, v) one 8 (eight) inch : long steel towel bolt from inside. **OTHER DOORS:** a) Sal wood door frame, b) Both side commercial phenol bonded flashed door, Fitting : a) One 8" long steel towel bolt from inside ii) one Mortice Lock.
WINDOW	:	All window work shall be done with Aluminium & Glass. All windows shall be of sliding type and windows shall be two or three track depending on sized of window, Window Glass shall be 4 mm.

thick plain types M.S. Grill to be provided to protect the glass panes.

ROOF TERRACING : The terrace of the building will have suitable water proofing treatment finish as per decision of the Architect Engineer of the Developer. Suitable P.V.C. water pipe to be provided to ensure proper draining of rain water from terrace.

WATER RESERVOIR : There will be K.M.C. water connection under ground reservoir and lifted to over head water reservoir, suitable pump and motor to be installed for deliver of water to overhead tank.

ELECTRIC INSTALLATIONS : All domestic wiring will be of suitable insulated copper were laid within suitable P.V.C. conduits and be of concealed type and will have the following points.

GENEREAL : a) One call bell point in a Main Door, b) One Common light point at each landing.

BED ROOM : a) Two wall light points b) One Ceiling fan point, c) One 5 amp socket outlet.

DRAWING/DINING : a) Two wall lamp points.

b) One Fan point.

c) One 15.5 amp. Combined socket outlet.

d) One T.V. Antena Point.

e) One Telephone Point.

W.C. & TOILET	:	One wall lamp point and one Gyeser point and one exhaust point.
KITCHEN	:	a) One Wall lamp point and one exhaust point.
SANITARY	:	The Toilets, W.C. will have concealed pipe lines with the following fittings : One White European pattern/ India patern water closer. a) One white wash basin with one C.P. cock. b) One C.P. Shower and Bib Cock (not for W.C.). c) One C.P. Ablusim type near W.C. d) One white P.V.C. Cistern. The Kitchen will have one Kadappa sink with one tap point at sink and another at wash basin place.
COMPOUND	:	There will be 4'-0" high boundary walls all around the property line with one main Gate will be of M.S. Square bars as per Design of the Architect of the developer. However there will be one gate of M.S. bars in the main entrance of the building itself. All side, front and rear spaces including the passage will be suitable paved and finished as per Developer's choice.
LIFT	:	Four Passengers Capacity.
EXTERNAL PAINTING :		The external surface will be finished with 2 coats cement based paints as per the decision of the Architect of the Developer.

N.B. It is hereby noted that the flat owners including the landowners herein shall have no right to install any TV Antena, Cable wire, internet wire, Telephone wire etc. by disturbing front elevation of the proposed building.

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

WITNESSES :

1. Kartick Majumder
11, Avenue South
Kolkata - 700 025.

Gouri Roy Chowdhury

Dipak Roy chowdhury.

Sankar Prasad Ghosh

SIGNATURE OF THE OWNERS

2. Shyamal Gayen
Subhengoan, Matenpalli
Kol-147

M M ENTERPRISE
Debapriya Ghar
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by:
Pankaj Chatterjee
WB/383/83.
Advocate
Alipore Criminal Court
Kolkata -700 027.

Typed by:

S. Gayen

Shyamal Gayen
22, Janata Road, P.O. Santoshpur,
P.S. Survey Park, Kolkata – 700 075

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 53054 to 53103

being No 160313965 for the year 2021.

Digitally signed by DEBASISH DHAR
Date: 2022.02.03 16:59:11 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/02/03 04:59:11 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)