2105/2022

I-02077/2022

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL H 057335

H 057335

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

District Sub-Registrar, Sadar South 24 Parganas

24 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the 24th day of August, 2022 (TWO THOUSAND AND TWENTY TWO), BETWEEN

Ashim Kumar Das

SRI BINOY KANTI BISWAS (having PAN ADTPB8045J and Aadhaar No. 6564 3813 0280), Son of Late Bijoy Gopal Biswas, by faith Hindu, by occupation business, by nationality Indian, residing at 43/6/31, Jheel Road, P.O. Dhakuria, P.S. previously Kasba now Garfa, Kolkata 700031, hereinafter referred to as the **OWNER/ LAND OWNER** (which expression shall unless excluded by or repugnant to the context shall deem to mean and include his respective heirs, successors, executors, representatives and administrators and assigns) of the **ONE PART/ FIRST PARTY**.

AND

M/s ASCON (having PAN ABRFA4065F), a partnership firm, having its registered office at 54/5 Fulbagan Road, P.S. Patuli, Kolkata 700086 ,being represented by its partners (1). **SRI ASHIM KUMAR DAS** (having PAN AEQPD4821C and Aadhaar No. 6460 5136 9664), son of Late Anil Kumar Das, by faith Hindu, by occupation business, by nationality Indian, residing at 54/5 Fulbagan Road, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 and (2). **SRI SABYASACHI GHOSH** (having PAN ACXPG3973F and Aadhaar No. 6312 4284 0647), Son of Late Prabirendra Nath Ghosh, by faith Hindu, by occupation Business, by nationality Indian, residing at A/1/27, Ramgarh, P.O. Naktala, P.S. previously Patuli now Netaji Nagar, Kolkata 700047, hereinafter jointly and collectively called and referred to as the **DEVELOPER** (which expression shall unless repugnant to the context be deemed to mean and include its heirs, successors, executors, administrators and assigns) of the **OTHER PART/ SECOND PARTY**.

WHEREAS one Naba Krishna Pal purchased a plot of totally tax free land (Lakheraj Sattwa) totalling measuring about 11.98 acre (measuring about 10.31 acre lying at Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and a plot of land measuring about 1.67 acre lying at Mouza Selimpur, J.L. No. 37, Khatian No. 135, Dag No. 298) lying and situated at Pargana Khaspur, Survey Settlement Touzi No. 477B, I, S.R. Alipore, P.S. previously Tollygunge then Jadavpur within the limits of Calcutta Municipal Corporation having Holding No. 43 Jhil Road from Indian Emperor as per the Law of Land Acquisition in the Bengali year 1320. Thereafter that said Naba Krishna Pal became the absolute owner of the absolute land along with other landed property. That said Naba Krishna Pal died intestate on 1349 in Bengali calendar year leaving behind his four sons namely Gangadas Pal, Abhay

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Pada Pal, Krishna Das Pal and Bijoy Krishna Pal as his legal heirs, successors and claimants.

AND WHEREAS after death of Naba Krishna Pal, Gangadas Pal, Abhay Pada Pal, Krishna Das Pal and Bijoy Krishna Pal became the joint owners of the aforesaid plot of land along with other landed property owned by Late Naba Krishna Pal. Subsequently that said Gangadas Pal filed a partition suit before the Ld. 2nd Sub Judge at Alipore vide Title Suit No. 79 of the year 1951.

AND WHEREAS during the pendency of trial, aforesaid partition suit became mutually settled and as per such settlement an affidavit on mutual settlement (solenama) was filed on 12th July,1951 and Ld 2nd Sub Judge at Alipore on the basis of such affidavit on mutual settlement (solenama) passed final order and judgement with final decree on 12th July,1951.

AND WHEREAS as per judgement and decree of Ld 2nd Sub Judge at Alipore, one Bijoy Krishna Pal, the then Owner became the sole and absolute owner of a plot of land land measuring about 3.35 acre more or less comprised in Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and a plot of land land measuring about 1.67 acre more or less comprised in Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, total measuring about a plot of land 5.02 acre under Touzi No. 477 B,I, P.S. Jadavpur, Pargana Khaspur, Plot No. 31, District 24 Parganas (South)

AND WHEREAS that said Bijoy Krishna Pal, the then Owner sold, transferred and conveyed a plot of land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less comprised in Mouza Dhakuria, J.L, No. 18, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, Touzi No. 477 B,I, P.S. Jadavpur, Pargana Khaspur, Plot No. 31, District 24 Parganas (South)morefully mentioned in the Schedule A below to Sri Binoy Kanti Biswas, the Owner herein, through a registered deed of sale. The said sale deed was registered in the office of Sub Registrar of Alipore at Alipore, District 24 Parganas vide its Book No. I, Volume No. 96, Pages 212 to 219, Being No. 4410 for the Year 1973. After purchasing the said land; Sri Binoy Kanti Biswas, the Owner herein recorded and mutated his name in the records of Calcutta Municipal Corporation now Kolkata Municipal Corporation vide Assessee No. 21-092-13-0350-6 and constructed a pucca structure upon the said land. Presently the land is known as K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. Jadavpur, Kolkata 700031.

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AND WHEREAS the Owner herein is the absolute owner of ALL THAT piece and parcel of land measuring about land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less together with two storied pucca structure measuring about 1400 sq.ft. (on the ground floor 700 sq.ft. and on the first floor 700 sq.ft.) standing thereon comprised in Mouza Dhakuria, J.L. No. 18, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, Touzi No. 477 B.I, P.S. Jadavpur, Pargana Khaspur, Plot No. 31, District 24 Parganas (South) presently the land is being known as K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. Jadavpur, Kolkata 700031. The land is within the jurisdiction of Kolkata Municipal Corporation, Ward No.92 morefully mentioned in the Schedule A below.

AND WHEREAS with a view to develop the schedule property mentioned below through a reputed Developer, the Owner is in search of a Developer and upon hearing the same, the Developer hereinabove has agreed to develop and/or construct a multi-storied building in the below schedule property, as per the sanction plan, sanctioned by the Kolkata Municipal Corporation at its own cost and accord and the Owner herein has agreed with the proposal of the Developer hereinabove.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the Land Owner and agreed to develop the schedule property by erecting a building thereon in terms of the sanctioned building plan at his own costs, expenses and efforts and in pursuance of the above, the Parties herein have entered into this Agreement in between themselves.

AND WHEREAS both the Parties herein have negotiated between themselves regarding terms and conditions on which the same development work can be made and have accepted and agreed to enter into this agreement under the following terms and conditions for the same.

AND WHEREAS the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan to be obtained from the Corporation.

AND WHEREAS before execution of this agreement the Owner has represented and assured to the Developer as follows:-

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That the said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.

That excepting the present Owner nobody has any right, title, interest claim, demand, whatsoever or howsoever, into or upon the said property.

That there is no notice of acquisition or requisition received or pending in respect of the entire land ALL THAT piece and parcel of land measuring about land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less together with two storied pucca structure measuring about 1400 sq.ft. (on the ground floor 700 sq.ft. and on the first floor 700 sq.ft.) standing thereon comprised in Mouza Dhakuria, J.L. No. 18, Touzi No. 477 B,I, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, P.S. previously Kasba now Garfa, Pargana Khaspur, Plot No. 31, District 24 Parganas (South) presently the land is being known as K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031. The land is within the jurisdiction of Kolkata Municipal Corporation, Ward No.92 morefully and particularly described in the Schedule A hereunder mention.

That it is worth to mention that before handing over the possession of the land and building to the Developer, the Owner shall pay all dues and arrears of taxes and other dues payable in respect of the said land and building more fully mentioned in the Schedule A herein below before the Kolkata Municipal Corporation, B.L. & L.R.O. and other concerned authorities.

The Owner has also given to understand that the said property does not fall under the Urban Land (ceiling and Regulation) Act. 1976.

That there is no impediment under the law for the time being in force for the Owner for obtaining necessary clearance certificate under the Income Tax Act, 1961.

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

Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them:

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ARTICLE – I: DEFINATION

LAND & STRUCTURE: shall mean ALL THAT piece and parcel of land measuring about land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less together with two storied pucca structure measuring about 1400 sq.ft. (on the ground floor 700 sq.ft. and on the first floor 700 sq.ft.) standing thereon comprised in Mouza Dhakuria, J.L. No. 18, Touzi No. 477 B.I, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, P.S. previously Kasba now Garfa, Pargana Khaspur, Plot No. 31, District 24 Parganas (South) presently the land is being known as K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031. The land is within the jurisdiction of Kolkata Municipal Corporation, Ward No.92.

LAND OWNER: SRI BINOY KANTI BISWAS (having PAN ADTPB8045J and Aadhaar No. 6564 3813 0280), Son of Late Bijoy Gopal Biswas, by faith Hindu, by occupation business, by nationality Indian, residing at 43/6/31 Jheel Road, P.O. Dhakuria, P.S. previously Kasba now Garfa, Kolkata 700031.

DEVELOPER: M/s ASCON, having PAN:ABRFA4065F, a partnership firm, having its registered office at 54/5 Fulbagan Road, P.S. Patuli, Kolkata 700086 ,being represented by its partners (1). SRI ASHIM KUMAR DAS (having PAN AEQPD4821C and Aadhaar No. 6460 5136 9664), son of Late Anil Kumar Das, by faith Hindu, by occupation business, by nationality Indian, residing at54/5 Fulbagan Road, P.O. Baghajatin, P.S. Patuli, Kolkata 700086 and (2). SRI SABYASACHI GHOSH (having PAN ACXPG3973F and Aadhaar No. 6312 4284 0647), Son of Late Prabirendra Nath Ghosh, by faith Hindu, by occupation business, by nationality Indian, residing at A/1/27, Ramgarh, P.O. Naktala, P.S. previously Patuli now Netaji Nagar, Kolkata 700047

BUILDING: Shall mean G plus three storied residential flat system Building with Lift provision to be constructed on the said landed property mentioned in the Schedule A hereunder written in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

BUILDING PLAN: Shall mean plan as sanctioned by the Kolkata Municipal Corporation and agreed upon by the Owner/First Party

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COMMON FACILITIES AND AMENITIES: Shall include corridors, stair-ways, passage, ways, shafts, (drive-ways), lift and elevator duct, septic tank, pump room, overhead water tank, under-ground water reservoir, roof, meter space and other space/facilities whatsoever required for the establishment location, enjoyment provision maintenance and/or management of the building and/or all other parts of the property or normally in common use. However, while computing the super built up area built up area, plus proportionate area of corridors, stair-ways, passage, ways, shafts, (drive-ways), lift and elevator duct, septic tank, pump room, overhead water tank, under-ground water reservoir, roof, meter space and other space/facilities stair-ways, landing corridors, under the roof shall be included.

OWNER'S ALLOCATION: In consideration of the development of the property mentioned in Schedule – A, hereunder written, the Developer shall provide to the Owner 50% of the total F.A.R. as per sanctioned building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed G plus three storied building to be constructed in the property mentioned in Schedule – A. together with undivided proportionate share or interest into and over the land mentioned in the Schedule A herein above written and all sorts of common rights, benefits, privileged attached therein and thereto together with making a payment of --

I. Rs. 3,00,000/- (Rupees three lakh) only at the time of execution of this agreement
II. Rs.3,00,000/- (Rupees three lakh) only would be paid to the Owner after sanction of building plan.
III. Rs.3,00,000/- (Rupees three lakh) only would be paid after completion of roof casting of first floor and
IV. Rs.1,50,000/- (Rupees One lakh fifty thousand) only would be paid after final roof casting and
V. finally Rs.1,50,000/- (Rupees One lakh fifty thousand) only to the Owner at the time of handing over the Owner's allocation to the Owner.

The said 50% of Built up area means the entire top floor and one flat on the second floor back side and the Owner will also get 50 % of the total car parking space of newly proposed G plus three building in respect of his allocation.

DEVELOPER'S ALLOCATION: shall mean the remaining 50% area of the said building i.e. save and except the Owner's Allocation as noted hereinabove; i.e. hereinafter referred to as Developer's Allocation. But it is worth to mention that for the sake of smooth and free

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egress and ingress; the said remaining 50% area of the covered car parking space would be in the allocation of the Developer.

SUPER BUILT UP AREA : shall mean the built up area of flats in each floor of the building of the said property to be constructed plus proportion built up area of stairs, corridors, landings, lobbies, from ground floor to the roof of the building, lift and elevator duct, underground and overhead water reservoir, septic tank, drainage, sewerage, pipe line, electric meter space, open spaces around the building of the said premises, main entrance gate, boundary wall and other common areas and accessories of each of the Building thereon.

TRANSFER : shall mean with the grammatical variation shall include a voluntary transfer of possession and any other means adopted for effecting what is understood as voluntary transfer of space in a building to the intending purchaser or purchasers thereof subject to compliance with the law whatever on to regularize the same.

TRANSFEREE: shall mean any person to whom any floor area together with the proportionate share of land in the premises to be/shall be transferred.

SPACE FOR OCCUPATION: with the proportionate share of land in the premises to be/shall be transferred.

UNIT OR SPACE FOR OCCUPATION: shall mean the space in the building available for independent use and occupation after making due provision for common facilities equally for all the flats and the space required thereof.

SPECIFICATION: shall mean specification mentioned in the Schedule D & E of specification annexed hereto.

COMMON EXPENSES: shall mean and include expenses for repair, maintenance, up-keep, save protect of common areas, common facility, common amenities.

ARTICLE-II: PAYMENT

This agreement on the part of the Land Owner allow the Developer to commercially exploit the same and to develop the said property being inter-alia on consideration, the land Owner shall not be liable to make any payment on account of the Land Owner allocation and/or land

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Owner shall be entitled to retain the land Owner allocation as and when the proposed building would be completed. However the land Owner will be liable to furnish all relevant documents in support of the clear title of the land. However, the Developer may also take action in order to obtain such documents from competent authority on behalf of the Land Owner.

ARTICLE-III: COMMON RESPONSIBILITY

I. After execution of this agreement, the Owner herein shall handover the vacant possession of the said property to the Developer herein and after getting possession of the said property the Developer herein shall start the construction of the proposed building at the costs, risks and responsibilities of the Developer herein and after completion of the building over the said land the Developer herein shall deliver possession of the Owner Allocation to the Owner herein in completed finished condition in all respect at his own risks and liabilities and the balance area i.e. Developer allocation shall be owned, seized, possessed and occupied by the Developer and both the parties shall be liable to pay the proportionate rates and taxes in respect of their respective allocated portions thereof.

II. Upon completion of the construction of the said building and on formation of the Holding organization or Association for the management and maintenance of the said building shall be vested upon the holding organization or Association. Until over Holding organization or Association is formed, the Building shall be managed and maintained by the land Owner and the Developer jointly as per super built up area occupied by the respective parties and the costs of maintenance and other expenses relating thereto shall be payable by the Land Owner and the Developer according to the ratio of their allocated area of the building.

ARTICLE-IV: COMMON OBLIGATION

1. After execution of this Agreement made in terms hereof, the Owner hereby shall grant exclusive right to the Developer to prepare Building Plan and to submit the same by obtaining necessary signature of the Owner herein over the said Building Plan and it is specifically mentioned herein that the said application for sanction of the building plan shall be done by the Developer at his own costs and also shall make payment of all the relevant rates and taxes to the concerned authorities from the date of execution of this agreement and after obtaining sanction thereof at the costs of the Developer, the Owner shall handover the

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vacant possession of the said property in favour of the Developer herein for construction of the said G plus three storied flat system residential building and after getting delivery of vacant possession of the said landed property, the Developer herein shall start construction over the said property in pursuance of the said sanctioned building plan and complete the same at their own costs and responsibilities by engaging their men, masons, labour, contractor.

2. That the Owner herein shall execute a registered general power of attorney in favour of the Developer empowering the Developer to appear before any appropriate authority/authorities for getting sanction building plan, the deposit fees and other necessary works for such sanction and also to do all other necessary act or acts for the construction and Developer of the said property and also to appear before the Registering authority i.e. Additional Registrar Assurances Kolkata, District Registrar at Alipore, A.D.S.R. at Alipore and submitting the conveyance, deeds, Acts, etc. for registration and also empowering the Developer to put signature on behalf of the Owner over the deed, conveyances etc and until and unless the handing over of the flats of Developer's Allocation is completed.

3. That the Developer herein shall abide by all the laws, by-laws, rules, regulations of the Government, Semi-Government, local Bodies, Municipality or any other competent authorities as the same may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, by-laws, rules and regulations.

4. That the Developer herein shall complete the construction of the said G plus three storied building with Lift provision as per the sanctioned building plan of the Kolkata Municipal Corporation in all respects within 24 months from the date of sanction of the Building Plan and shall obtain the necessary completion certificate from the competent authority of Kolkata Municipal Corporation. It is hereby noted that the said period may be extended for a period of further six months in case of any natural calamity such as heavy rain, flood, earthquake, shortage of raw materials, in the open market, riot and any other unavoidable circumstances.

ARTICLE-V: RIGHTS OF PRIVILAGES OF THE DEVELOPER

That saves and except those portion flat or other space which shall be kept reserved for the land Owner, the Developer shall be entitled to sell and/or transfer all the flats/commercial

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space of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the Developer.

That the Developer shall be entitled to receive the entire consideration money in respect of the Developer allocation only from the intending buyer/s against issuing proper receipt thereof.

That the land Owner shall have no right and/or liberty to interfere in those transaction made between the Developer and the intending buyer/s in any manner whatsoever and further the land Owner shall not be entitled to claim the profit of the said venture of part thereof on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owner' Allocation.

That the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the Developer may think fit and proper in respect of the flat/ space of the building under the Developer's allocation.

That the Developer shall be entitled to execute all or any sort of agreement with any intending flat or space buyer/buyers and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flat/space of the building under the Developer Allocation only. after handing over the possession of Owner' Allocation to the Owner and further shall be entitled to be present before the Registration office or officers for the registration of all those deeds of documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land Owner and for that purpose the land Owner will execute a registered General Power of Attorney in favour of the Developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the undemarcated impartible proportionate share of the entire land under Schedule "A" property in favour of the flat buyers and the land Owner will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers. That it is expressively mentioned here that the Developer shall have to give possession of the flats under the Owner' Allocation immediately after completion of the building before giving possession of any flats in favour of any purchaser or Purchasers who intend to purchase flats under Developer Allocation.

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That during the period of construction of the proposed building the Developer shall be in absolute possession of the said property and the land Owner shall not be entitled to disturb the possession of the Developer in any manner whatsoever.

ARTICLE-VI: LAND OWNER'S OBLIGATIONS AND PRIVILEGES

That the Owner shall apply and obtain necessary clearance certificate under Section 230(A) of the Income Tax Act from the competent authority, if required at the time of conveyance deed for the purchaser.

That the Land Owner do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the schedule below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of Kolkata Municipal Corporation/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the Developer herein has entered into this Agreement.

That the Land Owner shall at the time of execution of this present deliver the entire originals documents regarding the title of the land. Other papers and documents against proper receipts/certified copies from the Developer.

That the Land Owner shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But they shall have absolute right & authorities to inspect the main structural part of the building as well as construction of Owner portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be removed by the Developer.

That the land Owner shall not be required to share or pay any portion of costs of construction of the proposed building including the cost of construction of the land Owner allocation which will be solely borne by the Developer.

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The land Owner shall have the right to sell, transfer the flats under their allocation to any third party to their own discretion. The Developer shall have no interference to that effect in any manner whatsoever.

That it is worth to mention that before handing over the possession of the land and building to the Developer, the Owner shall pay all dues and arrears of taxes and other dues payable in respect of the said land and building more fully mentioned in the Schedule A herein below before the Kolkata Municipal Corporation, B.L. & L.R.O. and other concerned authorities.

ARTICLE-VII: CANCELLATION AND JURISDICTION

All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written for the Owner and the Developer of this present and will be communicated by postal service or by personal peon services and letter, notice served upon either of the parties by others.

The Court within District 24 Parganas (South) shall have the jurisdiction to entertain and try in accordance with the law, suit and proceedings arising out of this Agreement.

Both the parties do hereby undertake to co-operate with each other.

Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time i.e. 24 months from date of sanction of the Building Plan.

DEVELOPER'S OBLIGATION

That the Owner herein shall entitled to transfer or dispose of the Owner' Allocation to his nominees without disturbing the Developer's Allocation situated thereon with the exclusive right to deal with or to enter into any agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developer and the Developer or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner' Allocation or any person or persons claiming through or nominee or nominees of the Owner.

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That the Developer herein, after completion of the entire construction of the said building and after delivery of possession of the Owner' Allocation, shall be entitled to transfer or dispose of the flats of the Developer's Allocation to their nominee or nominees without in any way distracting the Owner' Allocation situated thereon with the exclusive right to deal with or to enter into any agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or however of the Owner and the Owner or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation or any person or persons claiming through or the nominee or nominees of the Owner.

That as soon as the Building is completed, the Developer shall at first collect the necessary completion certificate from the competent authority of Kolkata Municipal Corporation and shall hand over the peaceful possession of the Owner' Allocation to the Owner along with the completion certificate and deed of delivery of possession before handing over the possession to the intending purchaser or purchasers of the Developer's Allocation in the said building and on and from the date of putting the Owner in possession of his allocation and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, duties and dues and other statutory outgoings and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as the SAID PARTS payable in respect of the Owner' Allocation and equally the Developer shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation. The said rates to be apportioned pro-rata with reference to the constructed area in the building if they are levied on the building as a whole. The Certificate of the Architect/Registered Engineer for the time being in respect of the said building as to be the completion of the said building and the quality shall be final and binding upon the parties.

That the parties shall punctually and regularly pay the said rates to the concerned authorities or to such other person or persons or concern as may be mutually agreed between the parties.

The Developer shall bear the cost of 2 Nos. of shifting, as well as expenses of 2 Nos. of alternative accommodations, with maximum rental value of Rupees Fifteen thousand only per month per accommodation, to the Owner herein for his residence, till handing over the possession of the Owner's allocation in the newly constructed building to be constructed.

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THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of demarcated plot land measuring about 03 Cottahs 14 Chittaks 00 Square feet more or less together with two storied pucca structure measuring about 1400 sq.ft. (on the ground floor 700 sq.ft. and on the first floor 700 sq.ft.) standing thereon comprised in Mouza Dhakuria, J.L. No. 18, Touzi No. 477 B,I, Khatian No. 806, Dag No. 1701 and Mouza Salimpur, J.L. No. 37, Khatian No. 135, Dag No. 298, P.S. previously Kasba now Garfa, Pargana Khaspur, Plot No. 31, District 24 Parganas (South) presently the land is being known as **K.M.C. Premises No. 43/6/31, Jheel Road, P.O. Dhakuria, P. S. previously Kasba now Garfa, Kolkata 700031**. The land is within the jurisdiction of Kolkata Municipal Corporation, Ward No.92, as referred to herein above with all rights over common areas and common facilities and with all appurtenances and appendages of the said property together with proportionate undivided share or interest in the said land and together with all easements rights, advantages and benefits thereof and the land is butted and bounded as follows:

ON THE NORTH: 16 ft. wide Common Passage

ON THE SOUTH: Land of Scheme Plot No. 27 and Scheme Plot No. 28

ON THE EAST : Land of Arun Kanti Mazumder

ON THE WEST: Other`s Land

THE SCHEDULE "B" ABOVE REFERRED TO
(OWNER' ALLOCATION)

The Owner shall be entitled to get 50% of the total F.A.R. as per sanctioned building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed G plus three storied building to be constructed in the property mentioned in Schedule – A, together with undivided proportionate share or interest into and over the land mentioned in the Schedule A herein above written and all sorts of common rights, benefits, privileged attached therein and thereto together with making a payment of --

I. Rs. 3,00,000/- (Rupees three lakh) only at the time of execution of this agreement

II. Rs.3,00,000/- (Rupees three lakh) only would be paid to the Owner after sanction of building plan.

Ashim Kumar Das