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as the OWNER
I hereby certify that the document is submitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar
South 24 Pargana

17 MAY 2022

Kausik Saha.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on the 17th day of May, 2022 (Two thousand and Twenty Two) **B E T W E E N**

Kaushik Saha

1. **SRI BASUDEB SAHA**, having his PAN - ALQPS6194Q, Aadhaar No. 8064 9425 9072, son of Late Jogneswar Saha and 2. **SRI KAUSHIK SAHA**, having his PAN - ALGPS2530Q, Aadhaar No. 4471 8916 5227, son of Sri Bisweswar Saha, both by Faith - Hindu, by Nationality - Indian, by Occupation - Business, both are residing at Village - Bidyanagar, P.O. & P.S. Kakdwip, in the District of South 24 Parganas, Pin - 743347, hereinafter jointly known and referred to as the **OWNERS** (which terms or expression shall unless repugnant to the context shall deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S. GANAPATI ENTERPRISE, a Proprietorship Firm, having its Office at 109, Saha Para Road, P.O. Purba Putiary, Police Station - Regent Park, Kolkata - 700093, in the District South 24 Parganas, being represented by its Sole Proprietor namely **SRI PROSENJIT SAHA** son of Late Prithwiraj Saha, having his PAN - ALQPS6159M, Aadhaar No. 5334 3535 1216, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 109, Saha Para Road, P.O. Purba Putiary, Police Station - Regent Park, Kolkata - 700093, in the District South 24 Parganas, hereinafter known and called as the **DEVELOPER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include its successors-in-office,

Kaushik Saha,

executors , administrators, legal representatives and assigns)
of the **OTHER PART.**

WHEREAS One Mrinal Kanti Das Barman, Nirmal Kanti Das Barman, Arun Kanti Das Barman and Samir Kanti Das Barman jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less an area of 44 Decimals out of which land measuring more or less an area of 28 Decimals, comprised in Khatian No. 214, appertaining to R.S. Dag Nos. 172 & 173 and land measuring more or less an area of 16 Decimals, comprised in Khatian No. 344, appertaining to R.S. Dag Nos. 174 & 175, lying and situated at Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, under Police Station - Regent Park, in the District South 24 Parganas, by virtue of a registered Deed of Sale, dated 22.09.1952, registered before the Sub-Registry Office at Alipore and recorded in Book No.I, Volume No. 103, Pages from 116 to 120, Being No. 6322 for the year 1952 from its erstwhile owner for the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchase Mrinal Kanti Das Barman, Nirmal Kanti Das Barman, Arun Kanti Das Barman and Samir Kanti Das Barman duly mutated their joint names before the Authority Concern of B.L & L.R.O. District 24 Parganas

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were paying revenue regularly having good right, marketable title and peaceful possession over the said land enjoying the same free from all encumbrances.

AND WHEREAS thereafter the said Mrinal Kanti Das Barman, Nirmal Kanti Das Barman, Arun Kanti Das Barman and Samir Kanti Das Barman while jointly seized and possessed of the said land with a view to avoid future disturbances, hindrances, annoyances they jointly metes and bounds their said land amongst themselves by virtue of a registered Deed of Partition, dated 13.12.1967, duly registered in the office of Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 164, Pages from 14 to 19, Being No. 8770 for the year 1967 and in the basis of the said Deed of Partition the said Mrinal Kanti Das Barman, therein mentioned the Party of the Second Part, been allotted **ALL THAT** piece and parcel of land measuring more or less 8 Cottahs 08 Chittaks 00 Sq.ft. out of which land measuring more or less 1 Cottah 08 Chittaks 00 Sq.ft., under R.S. Dag No. 172 and land measuring more or less 7 Cottahs 00 Chittak 00 Sq.ft., under R.S. Dag No. 173, lying and situated at Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, comprised in R.S. Khatian No. 214, under Police Station - Regent Park, in the District South 24 Parganas, morefully and particularly marked

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as "C" of the said annexed plan or map of the said Deed of Partition.

AND WHEREAS the said Mrinal Kanti Das Barman while seized and possessed of his allotted land due to urgent need of money sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of land measuring more or less 7 Cottahs 00 Chittak 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, comprised in R.S. Khatian No. 214, appertaining to R.S. Dag No. 173, under Police Station - Regent Park, in the District South 24 Parganas, unto and in favour of 1. Tarakeswar Saha, 2. Kasiswar Saha, 3. Bisweswar Saha, 4. Sukdeb Saha and 5. Basudeb Saha, all sons of Joggeswar Saha, by virtue of a registered Bengali Deed of Sale, dated 22.06.1981, duly registered in the office of Sub-Registrar at Alipore, recorded in Book No.I, Volume No. 63, Pages from 292 to 297, Being No. 3266 for the year 1981 for the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchase the land said 1. Tarakeswar Saha, 2. Kasiswar Saha, 3. Bisweswar Saha, 4. Sukdeb Saha and 5. Basudeb Saha while jointly seized and possessed of the same the said 1. Tarakeswar Saha, 2. Kasiswar Saha and 3. Sukdeb Saha jointly in consideration for love and

affection gifted, transferred and conveyed their respective undivided 3/5th share of the said land measuring more or less 4 Cottahs 03 Chittaks 09 Sq.ft. out of 7 Cottahs 00 Chittak 00 Sq.ft., lying and situated at Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, comprised in R.S. Khatian No. 214, appertaining to R.S. Dag No. 173, under Police Station - Regent Park, in the District South 24 Parganas, unto and in favour of 1. Bisweswar Saha and 2. Basudeb Saha, by virtue of Deed of Gift, executed on 23.02.2019 and registered on 27.03.2019, duly registered in the office of A.D.S.R. at Alipore, recorded in Book No.I, Volume No. 1605-2019, Pages from 58273 to 58298, Being No. 160501292 for the year 2019.

AND WHEREAS the said 1. Bisweswar Saha and 2. Basudeb Saha were the joint owners of the undivided 2/5th share of the above mentioned land by way of purchase and they got the undivided 3/5th share of the above mentioned land by way of Gift so they now became the joint owners of the 7 Cottahs 00 Chittak 00 Sq.ft. of land and after getting the said land said 1. Bisweswar Saha and 2. Basudeb Saha while jointly seized and possessed of the said land duly mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 144, School Road, P.S. Regent Park, Kolkata - 700093** under **KMC Ward No.**

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114 and they have been paying corporation taxes in their names vide **KMC Assessee No. 31-114-21-0144-4**. They also mutated their names in the record the B.L. & L.R.O. vide L.R. Khatian Nos. 2144 & 2146, in L.R. Dag No. 173.

AND WHEREAS in pursuance to the above the said 1. Bisweswar Saha and 2. Basudeb Saha jointly became the absolute lawful owners of **ALL THAT** piece and parcel of land measuring more or less an area of **7 Cottahs 00 Chittak 00 Sq.ft.**, lying and situated at **Mouza - Purba Putiary, J.L. No. 43**, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, **comprised in R.S. Khatian No. 214, L.R. Khatian Nos. 2144 & 2146, appertaining to R.S. & L.R. Dag No. 173, under Police Station - Regent Park, being KMC Premises No. 144, School Road, P.S. Regent Park, Kolkata - 700093, within the limits of Ward No. 114 vide KMC Assessee No. 31-114-21-0144-4 of the Kolkata Municipal Corporation**, in the District South 24 Parganas and accordingly they have constructed brick built tile shed structure with cemented floor finished over the said land at their own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS thereafter the said Bisweswar Saha while seized and possessed of his respective undivided 50% share of the said landed property in consideration for love and affection gifted, transferred and conveyed of **ALL THAT** piece and parcel

of **bastu land** measuring more or less an area of **03 (three) Cottah 08 (eight) Chittaks 00 (zero) Sq.ft.**, TOGETHER WITH brick built tile shed structure, having an area more or less **100 Sq.ft. with cemented floor finished now standing thereon** out of total land measuring more or less an area of **7 (seven) Cottahs 00 (zero) Chittak 00 (zero) Sq.ft.** TOGETHER WITH brick built tile shed structure, having an area more or less **200 Sq.ft. with cemented floor finished now standing thereon**, being the **undivided and undemarcated 50% respected share of interest**, lying and situated at **Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, comprised in R.S. Khatian No. 214, L.R. Khatian No. 2144, appertaining to R.S. & L.R. Dag No. 173, under Police Station - Regent Park, being KMC Premises No. 144, School Road, P.S. Regent Park, Kolkata - 700093, within the limits of Ward No. 114 vide KMC Assessee No. 31-114-21-0144-4 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore**, unto and in favour of son **SRI KAUSHIK SAHA**, son of Sri Bisweswar Saha, being the Present Land Owner No.1 herein, by virtue of a registered Deed of Gift, executed on 09.07.2021 and registered on 16.07.2021, in the office of D.S.R. - I at Alipore, recorded in Book No.I, Volume No. 1601-2021, Pages from 73762 to 73793, Being No. 160101390 for the year 2021.

AND WHEREAS thereafter Sri Kaushik Saha mutated his name in the record of B.L. & L.R.O. vide L.R. Khatian No. 2194 in L.R. Dag No. 173.

AND WHEREAS in pursuance to the above the said 1. **SRI BASUDEB SAHA**, son of Late Jogneswar Saha and 2. **SRI KAUSHIK SAHA**, son of Sri Bisweswar Saha, both of Village - Bidyanagar, P.O. & P.S. Kakdwip, in the District of South 24 Parganas, Pin - 743347, being the Present Land Owners herein jointly became the absolute lawful owners of **ALL THAT** piece and parcel of the **bastu land** measuring more or less an area of **7 (seven) Cottahs 00 (zero) Chittak 00 (zero) Sq.ft. TOGETHER WITH brick built tile shed structure, having an area more or less 200 Sq.ft. with cemented floor finished now standing thereon**, lying and situated at **Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, comprised in R.S. Khatian No. 214, L.R. Khatian Nos. 2146 & 2194, appertaining to R.S. & L.R. Dag No. 173, under Police Station - Regent Park, being KMC Premises No. 144, School Road, P.S. Regent Park, Kolkata - 700093, within the limits of Ward No. 114 vide KMC Assessee No. 31-114-21-0144-4 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore**, morefully and particularly descirbed in the Schedule "A" hereunder written.

AND WHEREAS with a view to develop the land, as described in the Schedule "A" below and to erect a multi storied building or more than the same (as may be sanctioned by the KMC) over the same in terms of the building plan to be

sanctioned by the Kolkata Municipal Corporation, the land Owners herein have invited the developer to undertake the charge of such constructional and/or development works at the schedule "A" mentioned property at its costs, expenses and efforts.

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 and to erect a building which will be made as thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein have entered into this Agreement in between them on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSES :

ARTICLE : 1.

DEFINITIONS – for proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times hereinafter shall always mean and include.

SAID PLOT OF LAND – shall always mean and include all that piece and parcel of the land, as morefully and particularly described in the Schedule "A" hereunder written.

PROPOSED BUILDING MEANS – the proposed multi storied building or more than the same to be constructed upon the said property as per the building plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation.

FLAT/APARTMENT MEANS : The unit of a self contained compact accommodation of the said Building for residential purpose having one or more rooms along with separate Kitchen, separate bath and privy and separate balcony with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to ingress and egress to and from the main entrance and public road. The rooms, kitchen, bath cum privy, balcony shall have partition for separation from each other by pucca walls with necessary doors and windows.

PLAN OR MAP SHALL MEAN : The building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alternation as may be made by the developer from time to time when required (subject to further sanction and/or regularisation by the competent authority of the KMC).

OWNERS MEANS : 1. SRI BASUDEB SAHA, son of Late Jogneswar Saha and 2. SRI KAUSHIK SAHA, son of Sri Bisweswar Saha, both by Faith - Hindu, by Nationality - Indian, by Occupation - Business, both are residing at Village - Bidyanagar, P.O. & P.S. Kakdwip, in

the District of South 24 Parganas, Pin - 743347.

DEVELOPER MEANS : M/S. GANAPATI ENTERPRISE, a Proprietorship Firm, having its Office at 109, Saha Para Road, P.O. Purba Putiary, Police Station - Regent Park, Kolkata - 700093, in the District South 24 Parganas, being represented by its Sole Proprietor namely **SRI PROSENJIT SAHA** son of Late Prithwiraj Saha, having his PAN - ALQPS6159M, Aadhaar No. 5334 3535 1216, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 109, Saha Para Road, P.O. Purba Putiary, Police Station - Regent Park, Kolkata - 700093, in the District South 24 Parganas.

ARCHITECT - Architect shall mean any qualified person or persons or firm or firms of LBS appointed or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property.

SPECIFICATIONS AND AMENITIES - shall mean materials and specifications as may be recommended by the Architect for the construction of the building Amenities means - All fittings as described in the annexure and will be provided by the developer in those flats under Reserve portion.

COMMON/SERVICE AREA SHALL MEAN :

- i) Staircase on all floors.
- ii) Staircase landing on all floors.

- iii) Common passage including main entrance leading to lobbies on the ground floor.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures, generators (excluding those as will be installed for any particular unit)
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/ or terrace and areas.
- ix) Roof on the top floor.
- x) Lift Room and Lift Machine of the said building.

OWNER'S ALLOCATION : Owners shall get Entire First Floor, One Flat at the Back Side of the 3rd Floor and One Flat at the Front Side of the 4th Floor , 50% Commercial area out of the total Commercial sanction i.e. Shop Nos. 1 and 2 from the North-Eastern side of the Ground Floor and 2 Nos. of Car Parking Spaces which shall be provided adjacent to the Eastern side and Western side of the staircase at the Ground Floor, as per sanction plan to be sanctioned by the K.M.C. of the proposed multi storied building in finished and complete habitable condition and apart from the above, details

mentioned in the Schedule "B". the Owners shall also get non refundable amount of Rs. 1,001/- (Rupees One Thousand and One) Only from Developer herein.

TAX LIABILITIES : The Owners shall not be liable to pay the tax liability in respect of selling the flats under developer's allocation and the Developer further undertakes to clear all rents, rates, taxes and/or any other type of outstanding for the property under the Project and on and from the date of execution of this Agreement the Developer will remain bound to continue to pay all payables in relation with the property under the project and only after getting the possession of the allocation of the Land Owners. They will become liable to pay the payables to the Authority concerned in respect of their share of allocation.

RESERVED PORTION SHALL MEAN : Owners' allocation.

DEVELOPER'S ALLOCATION : Shall get Entire Second Floor, One Flat at the Front Side of the 3rd Floor and One Flat at the Back Side of the 4th Floor, 50% Commercial area out of the total Commercial sanction i.e. Shop No. 3 from the South-Eastern side of the Ground Floor and remaining Car Parking Spaces save and except the Owners' allocated Parking Space of the proposed multi storied building in Finished and complete habitable condition will be treated as the Developer's Allocation after providing the Owner's Allocation

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as mentioned above, the aforesaid Developer's Allocation is morefully described in the Schedule "C" hereunder written.

SANCTIONED FLOOR PLAN AREA : The quantum or measure of area of each/any floor of the proposed building which the KMC shall sanction and/or approve in respect of sanctioned floor plan area.

FLOOR PLAN AREA : The quantum or measure of area of each/any floor of the proposed building to be mentioned in the building plan as proposed area, upon mutual discussion and consultation between "Owners" and "Developer" and "Architect" however decision of architect shall stand final.

KOLKATA MUNICIPAL CORPORATION : a statutory body constituted vide Kolkata Municipal Corporation Act., 1980 and/or any other future body empowered to approve and/or sanction the building plan in accordance with law of the land in vogue.

INTENDING BUYERS SHALL MEAN : All the persons, firm, organizations who is/are interested to purchase any flat/flats and any other space of the said building only from the developer's allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN : Unnatural calamities, war, riot, earthquakes, civil disorder, political unrest etc. generally termed as "Act of God" or Force Majure by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

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ARTICLE : II

DEVELOPER'S OBLIGATIONS : That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building provided the developer fulfill the following obligations towards the land Owners :-

- a) That the Developer will construct the proposed building upon the said property strictly as per the building plan to be duly sanctioned by the Kolkata Municipal Corporation.
- b) That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect.
- c) That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.
- d) That the entire cost and expenses for the construction of the building as well as prepare of plan and sanctioned will be borne by the developer and the developer shall not claim or demand in any part of the said expenses from the land Owners.

- e) That the developer shall acquire right to sell the flats of the proposed building under his allocation to the different buyers together with proportionate interest of the land. It is to be categorically mentioned that the land Owners shall bear no expenses in the matter of construction of the building and shall have no liability in any manner whatsoever in the matter of constructional work of the said building as well as development works of the said land as described in the schedule below.
- f) That developer shall start the constructional work of the building and sanction of building plan by the Kolkata Municipal Corporation authority and shall complete the same in terms of the building plan to be sanctioned by Kolkata Municipal Corporation within next **30 months**, from the date of obtaining sanction plan, hereinafter shall be called "**CONSTRUCTION PERIOD**" and to hand over lawful physical possession of the flats under owner's allocation in favour of the land over within the said period of **30 months** without any more delay in any manner whatsoever. It is to be noted herein that the time, as mentioned in this paragraph shall be the essence of this contract.

- g) However, if there is any genuine cause for delay in completion of the building, the time period of handing over the possession may be extend for further 6 (six) months upon request of the "Developer" No further time beyond 6 (six) months shall be allowed beyond Construction Period.
- h) That the developer shall have no right or shall not be entitled to sell, transfer, and/or encumber the flats under the Owner's allocation.
- i) That the developer shall act as an independent contractor in constructing the building and undertake to keep the land Owners indemnified from time to time all third party claims and actions arising out of any act of commission or accident such as loss of life of labourers, mistries and allied natures or things or relating to the construction of the building.
- j) That the Owners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- k) That the Owners with the execution of the said Development Agreement the Land Owners agree to execute a Registered Development Power of Attorney in favour of the Developer appointing the Developer as their lawful Constituted Attorney empowering and entrusting him upon all the rights, liberties and authorities in respect of the Schedule property

(together with the right of selling of the flats of the proposed construction except Owners' allocation) so that the Developer shall carry on the proposed Development and/or constructional work of the Schedule property peacefully and smoothly.

- l) The Developer will arrange all the materials of the construction at his own costs, risk and arrangements and there is no question of Debrish and shifting to the Land Owners in the instant project.
- m) After execution of this agreement the landowners shall have and enjoy joint possession of the said property and proposed building with the Developer notwithstanding whatsoever mentioned in the agreement. The landowners shall have the right and power to enter into the said property during the time of construction for inspection and verification of the progress, development and quality of work of construction to be carried out by the Developer in respect of the proposed building. However the landowners shall have no power and shall not be entitled to cause any disturbance/objection/hindrance to the work of the Developer unless no irregularity found, Developer has to perform the work as per KMC sanctioned plan and

as per the terms of the agreement or provisions of the law of the land in vogue or deviation from the building plan. If the Developer makes any deviation addition and/or alteration in the construction, that must be done with the proper approval of the Architect -in-Charge of the Project.

- n) The Developer shall not have the right, power, liberty to transfer or let out or cause lease or tenancy or leave and license or part with possession or cause any encumbrance to any person of the any portion of the common area. The Developer will not have any right to put the entire property in any scheme of mortgage or loan, but the prospective/ intending Purchaser/s may take/avail loan under the scheme of equitable mortgage for purchase out of the Developer's Allocation.
- o) The Developer shall arrange to provide and certified and issued the acknowledgement in the letterhead of the Developer of all the original documents to the Owners which are collected by the Developer from the Owners and the Developer will remain duty bound to return all such documents as also all the subsequent documents in respect of the project to the Society formed by the Land Owners and Occupiers of the building on completion of the sale of his allocation out of the project.

- p. That all legal heirs and successors of the Present owners shall remain bound and shall abide by all terms and conditions mentioned in this Agreement in absence of any of the present owners during the stipulated period of time. Be it specifically mentioned that in case of death of any of the Present Owners, the legal heirs and successors of that Owners shall be bound to execute a Fresh/Supplementary Development Agreement and Development Power of Attorney under the same terms and conditions in favour of the Developer herein. On the other hand in case of the death of the Developer herein, the Present Owners or legal heirs and successors of any of the deceased owners shall be bound to execute a Fresh/Supplementary Development Agreement and Development Power of Attorney under the same terms and conditions in favour of the legal heirs and successors of the Developer herein.
- q. That it has been agreed by and between the parties herein that any service tax, G.S.T (if applicable) Owners shall borne and shall pay the said tax and/or charges for his owner's allocation and remaining portion of proposed building shall be borne by the Developer and/or intending buyer or buyers.

ARTICLE - III

RIGHTS AND PRIVILEGES OF THE DEVELOPER.

- a) That save and except those portion which shall be kept reserved for the land Owners, the developer shall be entitled to sell and/or transfer all the flats of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer. In this context it should be mentioned here that the common areas reserved for common user purpose as also the statutory common service areas shown in the building plan to be sanctioned must remain common.
- b) That the developer shall be entitled to receive the entire consideration money in respect of the developer allocation only from the intending buyers against issuing proper receipt thereof.
- c) That the land Owners shall have no right and /or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the landowner 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's Allocation.

- d) That the Developer shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the Flats, Parking Spaces and Commercial Spaces/Shops/Office/Godown of the building under Developer Allocation, the Developer shall be entitled and empower to execute and/or register any Agreement for Sale, Deed of Conveyance with intending purchaser of Developer's Allocation and/or take booking and other necessary proceeding thereof of just after execution of this Agreement.
- e) That the developer shall be entitled to be present before the Registration office or officers for the registration of all those deeds or documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land Owners and for the purpose the land Owners will execute a 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 under demarcated impartible proportionate share of the entire land under Schedule "A" property in favour of the Flats, Parking Spaces and Commercial Spaces/Shops/Office/Godown buyers and the land Owners shall ratify in favour of the flat buyers and the land Owners will ratify and confirm all those acts and deeds and also

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those execution and registration of deeds and documents in favour of the intending buyers (except any act done by the Developer illegally).

ARTICLE - IV

LAND OWNERS OBLIGATIONS AND PRIVILEGES :

- a) That the land Owners do hereby declare that they have absolute right, title and interest upon the said land property and do hereby further declare that the said property morefully described in the schedule "A" 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 and/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.
- b) That the Landowner 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 shall have absolute right & authorities to inspect the main structural part of the building as well as construction of

owner's 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.

- c) That the land Owners shall not be required to share or pay cost of construction of the land owners' allocation which will be solely borne by the developer.
- d) That in the event, if a co-operative society and/or Association be formed, the Landowner shall become the member of the said society and/or Associations as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- f) The land Owners shall have the right to sell, transfer, the flats under their allocation to any third party as per their own discretion. The developer shall have no interference to that effect in any manner whatsoever, rather if necessary in required he will extend his co-operation in all respect including making himself as a party to the related documents in respect of the Owners' Allocation.

ARTICLE - V

CANCELLATION AND ARBITRATION

- a) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1st page of this present and

will be communicate by postal service or personal peon services and letter, notice served upon either of the parties by other.

- b) All disputes and differences between the Parties relating to this Agreement or its interruption shall be referred to the Arbitration of an Arbitration Tribunal consisting of Two Arbitrators, one each to be appointed by the parties hereto and in case of their dis agreement, the same shall be referred to an Umpire to be appointed by the said Arbitrators of both the parties. The award of the Tribunal shall be final binding on the parties. The arbitration proceedings will be in Kolkata otherwise agreed.

ARTICLE - VI

DETAILS OF WORKS AND STANDARD OF MATERIALS :

1. STRUCTURE AND FOUNDATION :

The Building is designed of R.C.C. Foundation.

2. WALLS :

All the external walls shall be 200mm thick brick wall with cement plaster. All internal walls shall be 125mm & 75mm and 75mm thick brick wall with both side cement plaster.

3. DOORS :

All main door frames shall be of 100/62 mm. and all internal door frame including kitchen door frame shall be of 75/62 mm. with one coat of synthetic enamel finish over one coat of wood primer. All door shutters shall be 32mm. thick flash type doors Balcony doors will be fitted with one side (outside) commercial waterproof ply. All fittings such as M.S. Hinges, Haj Block Lock with handle, Aluminium tower bolt shall be provided to main door, Bathroom doors and frames will be of P.V.C.

4. WINDOWS :

All windows shall be of Aluminium channel windows in M.S. Section Integrated Grill, galvanised peg stay and handles with two coats of synthetic enamel paint finish over a coat of red oxide paint.

5. FLOORING :

Floors of all the rooms, kitchens, toilets, lobbies and verandahs/balconies will be finished with standard quality floor tiles (2'x2'), skirting will be 100mm. high. Walls of the toilets shall have 1800mm. high glazed tiles on all sides. Kitchens shall have 750 mm. high glazed tiles from the top of the 48'' x 18'' black stone cooking table along with a stainless steel sink.

6. INTERNAL WALL FINISH :

All internal walls and ceiling of the rooms, kitchens, toilets, lobbies and verandahs/balconies shall be finished with good quality wall putty.

7. EXTERNAL PAINTING :

All external walls will be painted with two coats of weather coat paint of standard quality.

8. SANITARY & PLUMBING :

All internal horizontal soil and waste water pipe line shall be 50mm. & 100mm. dia, pipes with cement joint, all that vertical soil, vent and waste pipes shall be of 50mm. and 100mm. dia P.V.C. pipes and exposed to walls. All the rain water pipes shall be 100mm. dia, in good quality P.V.C. All the water supply pipe lines shall be exposed to walls. Each toilet will be provided with one no. of white European style commode with cistern, one no. wash basin. All bath room fittings such as stop cock, bib cock, pillar cock, shower fittings etc. will be of Nickeling steel.

9. ELECTRIFICATION :

All the internal wiring shall be concealed in P.V.C. conduit, all wires shall be of Havels/Finolex made copper wire. All switches will be of good quality I.S.I. mark. Each Bed Room shall be provided 3 Nos. Light Point + 1 No. Fan Point + 1 No. A.C. Point + 2 No. 5 Amp. Plug Point, Each Kitchen shall be provided 1 No. Light Point + 1 No. Exhaust Fan Point +

Kaushik Saha.

: 29 :

1 No. Aqua Guard Point + 1 No. Mixy/Micro Oven Point, each Toilet shall be provided 1 No. Light Point + 1 No Exhaust Fan Point + 1 No. Geyser Point, each Drawing/ Dining Space shall be provided 3 Nos. Light Point + 1 Nos. Fan Point + 1 No. Calling Bell Point + 1 No. 5 Amp. Plug Point. Each Verandah/Balcony shall be provided 1 No. Light Point; Light Points at the ach Stair Landing, Separate Meter for the Pump, Staircase, Rooftop and Main Gate.

10. LIFT :

A lift will be provided.

11. WATER SUPPLY :

Each Flat will be provided water supply line from the overhead Water tank, which shall be filled up by the water pump from the semi-underground water reservoir.

12. GENERAL :

All the internal approach roads/passages shall be of cement concrete (jhama) 125mm. thick brick boundary wall upto the height of 5 ft. with both side cement plaster and paint. One Main Gate will be provided. Each Flat shall have separate Electric Meter and the cost of that Meter shall be borne by the Flat Owners. Cost of Main/Mother Electric Meter connection will be borne by the present Owners herein and the intending buyers proportionately.

Kausik Saha

SCHEDULE - A
SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of the **bastu land** measuring more or less an area of **7 (seven) Cottahs 00 (zero) Chittak 00 (zero) Sq.ft.** **TOGETHER WITH** brick built tile shed structure, having an area more or less **200 Sq.ft. with cemented floor finished now standing thereon**, lying and situated at **Mouza - Purba Putiary, J.L. No. 43, R.S. No. 275, District Collectorate Touzi No. 18, Pargana - Magura, comprised in R.S. Khatian No. 214, L.R. Khatian Nos. 2146 & 2194, appertaining to R.S. & L.R. Dag No. 173, under Police Station - Regent Park, being KMC Premises No. 144, School Road, P.S. Regent Park, Kolkata - 700093, within the limits of Ward No. 114 vide KMC Assessee No. 31-114-21-0144-4 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore, TOGETHER WITH all easement rights and appurtenances thereto of the said property, and the same is butted and bounded as follows :-**

- ON THE NORTH** : By Premises No. 41, School Road.
- ON THE SOUTH** : By Premises No. 137, School Road.
- ON THE EAST** : By 18'-8" ft. wide Road.
- ON THE WEST** : By Land of R. Mitra.

SCHEDULE -B

OWNER'S ALLOCATION : Owners shall get Entire First Floor, One Flat at the Back Side of the 3rd Floor and One Flat at the Front Side of the 4th Floor, 50% Commercial area out of the total Commercial sanction i.e. Shop Nos. 1 and 2 from the North-Eastern side of the Ground Floor and 2 Nos. of Car Parking Spaces which shall be provided adjacent to the Eastern side and Western side of the staircase at the Ground Floor, as per sanction plan to be sanctioned by the K.M.C. of the proposed multi storied building in finished and complete habitable condition and apart from the above, the Owners shall also get non refundable amount of Rs. 1,001/- (Rupees One Thousand and One) Only from Developer herein.

SCHEDULE -C

DEVELOPER'S ALLOCATION : Shall get Entire Second Floor, One Flat at the Front Side of the 3rd Floor and One Flat at the Back Side of the 4th Floor, 50% Commercial area out of the total Commercial sanction i.e. Shop No. 3 from the South-Eastern side of the Ground Floor and remaining Car Parking Spaces save and except the Owners' allocated Parking Space of the proposed multi storied building in finished and complete habitable condition will be treated as the Developer's Allocation after providing the Owner's Allocation as mentioned above.

Kausik Sin

SCHEDULE - D

COMMON AREA/SERVICE AREA/EASEMENT :

- i) Staircase on all floors.
- ii) Staircase landing on all floors.
- iii) Common passage and lobbies on the ground floor.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures.
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units it common and as may be specified and/or terrace and areas.
- ix) Roof on the top floor.
- x) Lift Room and Lift Machine of the said building.

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

WITNESSES:-

- 1) *Brosanjit Ghosh*
68. Birinipally
Purba Putia
KOL-93
- 2) *Goutam Talukder.*
Purba Putia
Thakur Para.
KOL-93.

Baru deb Saha
Kaushik Saha.

SIGNATURE OF THE OWNERS

Drafted by me :

Dilip Das
DILIP DAS
B. Com., LLB
Advocate
Alipore Police Cou
Kolkata-700 027
WB-525/1979 **Advocate,**

Alipore Police Court,
Kolkata - 700 027.
Computerised Printed by
Kuntal Mukherjee
Kuntal Mukherjee

GANAPATI ENTERPRISE
Brosanjit Saha
Proprietor

SIGNATURE OF THE DEVELOPER

Kaushik Saha,

MEMO OF THE CONSIDERATION

RECEIVED sum of Rs.1,001/- (Rupees One Thousand and One) Only by **1. SRI BASUDEB SAHA**, and **2. SRI KAUSHIK SAHA** in terms of this agreement in presence of the following witnesses and in the following manners :-

- :: **MEMO** :: -

Sl. No.	Cheque / Draft No./ Cash	Date.	Drawn on	Amount (Rs.)
1.	By Cash	17/05/2022	—————	Rs 1,001/-

TOTAL Rs.1,001/-

(Rupees One Thousand and One Only)

WITNESSES:

1) Biswajit Cherk
S8. Bishnu Pally
Purba Putiary
KOL - 93

2) Goutam Talukder.
Purba Putiary (Thakur
Para) KOL - 93.

Basudeb Saha

Kaushik Saha

SIGNATURE OF THE OWNERS

Kaushik Saha,

PHOTO	left hand					
	right hand					

Name

Signature

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

Name BASUDEB SAHA

Signature Basudeb Saha

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

Name KAUSHIK SAHA

Signature Kaushik Saha

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

Name PROSENJIT SAHA

Signature Prosenjit Saha