

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते
INDIA

पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted for
Registration. The signature sheets and the
endorsement sheets attached with the
document are the part of this document.

S. 481395

District Sub-Register-II
Alipore, South 24-Parganna.

17 MAR 2022

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made

on this the 17th day of March, Two

Thousand and Twenty Two (2022) A.D.

B E T W E E N

10165

13 JUL 2020

No. 1000/- Date

Name: Aloke Biswas

Address: Advocate
Allpur Police Court
Kolkata - 97

Vendor: Subhankar Das
Alipur Collectorate, 24 Pgs. (B)

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

10165 : 1000/-



Identified by me
Aloke Biswas
Advocate
Alipur police court
P.O. & P.S. Alipur
Kolkata - 700027

DISTRICT SUB REGISTRAR
SOUTH 24 PGS, ALIPUR
17 MAR 2020

(1) **SRI AMALESH BANERJEE** (PAN- **BINPB9867Q**, & Aadhaar No. 8334 27808 335), son of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at 161/6, B.C. Road, P.O. Sarsuna, P.S. Thakurpukur, now Sarsuna, Kolkata- 700061, District- South 24-Parganas, (2) **SRI ARUN BANERJEE** (PAN- **ARHPB1088K**, & Aadhaar No. 5127 3412 4273), son of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at 49/A/7, Biren Roy Road West, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, District- South 24-Parganas, (3) **SMT. RAMA MUKHERJEE** (PAN- **CQPPM3847N**), Aadhaar No. 7248 3579 3310, wife of Sri Nemai Mukherjee, daughter of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at 63/2 Nilmani Mallik Lane, P.O. & P.S. Howrah, Pin- 711101, District- Howrah, and (4) **SMT. RUPA MUKHERJEE** (PAN- **CVCPM0136Q**), Aadhaar No. 8053 3936 8919, wife of Sri Joyanta Mukherjee, daughter of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at 42, Paluatala Lane, Panihati (M), Sukchara North, P.O. Sukchara, P.S. Khardaha, District- North 24-Parganas, Pin- 700115, hereinafter called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**:

A N D

M/S. ROYAN ASSOCIATE (OPC) PRIVATE LIMITED (PAN- AAKCR1883K), a Private Limited Company, having its office at 39/5/6, Narayan Roy Road, Silpara, P.O. Barisha, P.S. Thakurpukur, Kolkata-700008, District- South 24-Parganas, represented by its Director **SRI ARNAB ROY (PAN- DWXPR7469Q, Aadhaar No. 4359 5620 2542)**, son of Sri Subrata Roy, by faith -Hindu, by nationality- Indian, by occupation-Business, residing at 39/5/6, Narayan Roy Road, Silpara, P.O. Barisha, P.S. Thakurpukur, Kolkata-700008, District- South 24-Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns) of the **OTHER PART:**

WHEREAS by virtue of a Deed of Conveyance (Bengali recited Saf-Bikray Kobala) dated 14.03.1958, duly registered in the office of the Joint Sub-Registrar of Alipore at Behala, and recoded in its Book No. 1, Volume No. 6, Pages 273 to 278, Being No. 945, for the year 1958, one Sri Hiran Ghosh son of late Jitendra Nath Ghosh, therein mentioned as the vendor, sold conveyed and transferred, assured and assigned **ALL THAT** piece and parcel of land measuring **3 Cottahs 6 Chittaks 35 sq. ft.** more or less lying and situated at Mouza- Sarkelhat, J.L. No. 14, R.S. No. 183, collectorate Touzi No. 411, Pargana- Magura, comprised in **Dag No. 55**, appertaining to **Khatian No. 105**, under Khatian No. 104, P.S. Behala, now Thakurpukur, District: 24-Pargans, now South 24-Parganas, unto and in favour of Sri Rabindra Nath

Banerjee alias Rabindra Nath Gargari, son of late Gopal Chandra Gargari, at and for the valuable consideration as mentioned therein, and delivered peaceful vacant possession of the same.

AND WHEREAS by way of said purchase, the aforesaid Sri Rabindra Nath Banerjee alias Rabindra Nath Gargari, thus became the sole and absolute rightful Owner, seized and possessed of and in peaceful enjoyment of **ALL THAT** piece and parcel of total land measuring more or less **3 Cottahs 6 Chittaks 35 sq. ft.** more or less, he got mutated and/or recorded the same in assessment record of the South Suburban Municipality and he enjoying the said property by erecting structure standing thereon.

AND WHEREAS aforesaid landed properties in Mouza- Sarkelhat, including other laded properties had been merged with the then Calcutta Municipal Corporation, now Kolkata Municipal Corporation by the State of west Bengal for better administrative policy, and the aforesaid landed properties in Mouza- Sarkelhat, had been fallen within the Municipal ward No. 126 of the then Calcutta Municipal Corporation, now the Kolkata Municipal Corporation.

AND WHEREAS thereafter the aforesaid Sri Rabindra Nath Banerjee alias Rabindra Nath Gargari, got his name mutated and/or recorded in with assessment register of the Kolkata Municipal Corporation in respect of aforesaid **ALL THAT** piece and parcel of Bastu land measuring **3 Cottahs 6 Chittaks 35 sq. ft.** more or less together with structures standing thereon, and the same became known and numbered as the **K.M.C. premises No. 106, Ho-Chi-Minh Sarani, P.S.-Thakurpukur, Kolkata- 700008, District:**

South 24-Parganas, and he had been and enjoying the same peacefully and uninterruptedly by paying rates and taxes to the K.M.C. authority regularly, free from all encumbrance, exercising all rights, title and interest thereon.

AND WHEREAS thereafter the aforesaid Sri Rabindra Nath Banerjee alias Rabindra Nath Gargari, while was in peaceful possession, occupation and enjoyment of the Bastu land measuring more or less **3 Cottahs 6 Chittaks 35 sq. ft.** more or less together with structures standing thereon, at **K.M.C. Premises No. 106, Ho-Chi-Minh Sarani**, P.S.-Thakurpukur, Kolkata-700008, District: South 24-Parganas, he died intestate on **07/08/1982** leaving behind surviving his wife Smt. Anupama Gargari, two sons namely Sri Amalesh Gargari and Sri Arun Gargari, and two married daughters namely Smt. Rama Mukherjee and Smt. Rupa Mukherjee, as his only legal heirs and successors, who by virtue of inheritance became the absolute rightful joint owners in respect of the aforesaid properties, each having undivided 1/5th share thereto, as per Hindu succession Act. 1956.

AND WHEREAS thereafter the aforesaid Smt. Anupama Gargari died intestate on **04/10/2006** leaving behind surviving her aforesaid two sons namely Sri Amalesh Gargari and Sri Arun Gargari, and two married daughters namely Smt. Rama Mukherjee and Smt. Rupa Mukherjee, as her only legal heirs and successors, who by virtue of inheritance became rightful joint owners of the undivided 1/5th share of the aforesaid properties as left by the said Anupama Gargari, since deceased.

AND WHEREAS the aforesaid Sri Amalesh Gargari and Sri Arun Gargari, to avoid future complicacy regarding their surname, they converted and/or

substituted their surname Gargari to Banerjee by virtue of two separate 1st class judicial Magistrate Affidavits dated 13.01.2012 and 30.03.2004 respectively, and also published the said matter into the daily News Paper and subsequently they are became known, named and recognized as Sri Amalesh Banerjee and Sri Arun Banerjee both sons of late Rabindra Nath Gargari alias Rabindra Nath Banerjee.

AND WHEREAS accordingly by virtue of inheritance, the aforesaid Sri Amalesh Banerjee, Sri Arun Banerjee, Smt. Rama Mukherjee and Smt. Rupa Mukherjee, (the **Owners** herein) have become the absolute rightful joint owners, occupiers, seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of bastu land measuring **3 Cottahs 6 Chittaks 35 sq. ft.** together with structure standing thereon lying and situated at Mouza- Sarkelhat, J.L. No. 14, R.S. No. 183, collectorate Touzi No. 411, Pargana- Magura, comprised in **Dag No. 55**, appertaining to **Khatian No. 105**, under Khatian No. 104, appertaining to **Khatian No. 104**, being **K.M.C. Premises No. 106, Ho-Chi-Minh Sarani, P.S, Thakurpukur**, Kolkata- 700008, in the District: South 24-Parganas, which is more fully described in the **Schedule "A"** hereunder written, and also they have been enjoying the said property peacefully and uninterruptedly by paying rates and taxes to the appropriate authority or authorities concerned and the said property is free from all encumbrances, liens, attachment, lispendens, charges, claim or demand whatsoever from any corner.

AND WHEREAS the aforesaid Land Owners have now decided to construct a New multi Building at the said premises with modern amenities and facilities

but due to lack of finance, man-power, and technical knowledge, the Owners is in search for a suitable solvent Developer to implement their aforesaid desire and intention and to that effect the Owners approached the developer **M/S. ROYAN ASSOCIATE (OPC) PRIVATE LIMITED** (PAN- **AAKCR1883K**), a Private Limited Company, having its office at 39/5/6, Narayan Roy Road, Silpara, P.O. Barisha, P.S. Thakurpukur, Kolkata-700008, District- South 24-Parganas, to develop their aforesaid premises for construction of a Multi-storied Building thereon as per sanctioned plan of the K.M.C. to be sanctioned in the names of the Owners at the costs and expenses of the Developer and after several discussion between the parties herein, the Owners the Developer have agreed to enter into this Development Agreement to avoid any future litigation, misunderstanding and dispute in between them and also amongst their respective legal heirs, and successors and legal representatives.

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

1.0

ARTICLE- I DEFINITION

1.1 Owners and the Developer shall include their respective transferees and Nominees.

1.2 Premises shall mean **ALL THAT** piece and parcel of Bastu land, measuring **3 Cottahs 6 Chittaks 35 sq. ft.** together with 1000 sq. ft. pacca one storied Building, standing thereon, lying and situated at Mouza- Sarkelhat, J.L. No. 14, R.S. No. 183, collectorate Touzi No. 411, Pargana- Magura, comprised in **Dag No. 55**, appertaining to **Khatian No. 105**, under

Khatian No. 104, being **K.M.C. Premises No. 106, Ho-Chi-Minh Sarani**, P.S. Thakurpukur, Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, ward No. 126, vide **Assessee No. 41-126-05-0103-7**, in the District: South 24-Parganas, together with all user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto.

1.3 Owners shall mean and include (1) **SRI AMALESH BANERJEE** son of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at 161/6, B.C. Road, P.O. Sarsuna, P.S. Thakurpukur, now Sarsuna, Kolkata- 700061, District- South 24-Parganas, (2) **SRI ARUN BANERJEE** son of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at 49/A/7, Biren Roy Road West, P.O. Barisha, P.S. Thakurpukur, Kolkata- 700008, District- South 24-Parganas, (3) **SMT. RAMA MUKHERJEE** wife of Sri Nemaï Mukherjee, daughter of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at 63/2 Nilmani Mallik Lane, P.O. & P.S. Howrah, Pin- 711101, District- Howrah, and (4) **SMT. RUPA MUKHERJEE** wife of Sri Joyanta Mukherjee, daughter of Late Rabindra Nath Banerjee alias Rabindra Nath Gargari, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at 42, Paluatala Lane, Panihati (M), Sukchara North, P.O. Sukchara, P.S. Khardaha, District:- North 24-Parganas, Pin- 700115, and their heirs, executors, successors, legal representatives and/or assigns.

1.4 The Developer shall mean and include **M/S. ROYAN ASSOCIATE (OPC) PRIVATE LIMITED** a Private Limited Company, having its office at 39/5/6, Narayan Roy Road, Silpara, P.O. Barisha, P.S. Thakurpukur, Kolkata-700008, District- South 24-Parganas, represented by its Director **SRI ARNAB ROY** son of Sri Subrata Roy, by faith -Hindu, by nationality- Indian, by occupation-Business, residing at 39/5/6, Narayan Roy Road, Silpara, P.O. Barisha, P.S. Thakurpukur, Kolkata-700008, District- South 24-Parganas, and its successors - in-office, representatives, administrators, and assigns.

1.5 New Building shall mean and include Residential G+3 storied Building to be constructed on the said premises in accordance with the plan to be sanctioned by the appropriate authority concerned and with necessary additional structures like pump room/space, Meter room/space, etc. if any along with other space or spaces intended for the enjoyment by the occupants of the Building.

1.6 Common facilities and amenities shall include corridors, top roof, drainage and sewerage line and connection all plumbing installation, meter, pump, stair-ways, path and passages, one common toilet on the ground floor etc., and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the Building and/or the common facilities or any of them there on as the case may be. The roof and the terraces of the Building shall be enjoyed jointly and undividedly by the Owners and the Developer and their respective nominees and all such

common areas to be included as saleable area in respect of Flat or Flats and any other space or spaces in the proposed New Building at the said premises.

1.7 **Owners' Allocation** shall mean:- The Owners shall be entitled to get **50% (fifty percent)** allocation of the Total F.A.R. free of cost in lieu of their land from the Developer which allocation will be decided only after obtaining the sanctioned Building plan from the K.M.C. and the said 50% F.A.R. shall mean 50% flat & Car-Parking Space area i.e. **3(three) nos. self contained residential 2BHK flats**, (i.e. one 2BHK flat on the **first floor** + one 2BHK flat on the **Second floor** + one 2BHK flat on the **Third floor**) all on the **western side**, of the proposed new Building, and Car-Parking spaces on the Ground floor, area of Car-Parking will be same as the aforesaid first floor 2BHK flat, on the **western side**, of the proposed new Building, together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/Occupiers at the said premises, and in all to be treated as **Owners' Allocation**, which is more particularly described in the **Schedule "C"** hereunder written.

1.8 **Developer's Allocation** shall mean, save and except the Owners' allocation as aforesaid, the remaining **50% (fifty percent)** of the Total F.A.R. **i.e. the remaining 50% constructed area** of the proposed New multi-storied Building, consisting of several flat or flats in several floors and Car-parking space or spaces on the Ground floor together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/occupiers at the said premises, to be treated as **Developer's Allocation**, which is more particularly described in the **Schedule "D"** hereunder written.

1.9 Architect shall mean any qualified person who will act as an architect of the said Building for designing and planning of the New Building at the said premises.

1.10 Building plan shall mean such plan or plans for construction of the New Building to be sanctioned by the appropriate authority concerned and shall include any amendment thereto and/or modification thereof.

1.11 Words importing singular shall include plural and vice-versa.

1.12. Transferee shall mean a person or persons firm or association of persons to whom any space in the building has been transferred.

1.13 Words importing masculine Gender shall include feminine and neuter genders, likewise words importing feminine genders shall include masculine and neuter genders.

2.0 ARTICLE-II TITLE AND INDEMNITIES

2.1 The Owners hereby declare that the Owners have marketable title to the said premises and the Owners have good right and title to enter into this agreement with the Developer and the Owners hereby declare that the said premises is free from all encumbrances, liens, charges, mortgage whatsoever.

2.2 The Owners are in physical possession of the premises free from all and any manner of lispendens, charges, liens, charges, attachments, claims, encumbrances or mortgages whatsoever.

2.3 The Owners hereby also undertake that the Developer shall be entitled to construct and complete the building on the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners as long as the Developer fulfills its part of these

presents and the Owners undertake to indemnify and keep the Developer indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of this understanding.

2.4 The Developer also undertakes to construct the New G+3 storied building in accordance with the sanctioned Building Plan of the Kolkata Municipal Corporation which is yet to be sanctioned and undertakes to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the Owners in any way liable for that.

2.4 The Developer shall act as an independent contractor in constructing the Building and undertakes to keep the Owners indemnified from and against all third party claims or compensation and actions arising out of any act or omission of the Developer or any accident in or relative to the construction of the Building.

3.0

ARTICLE - III EXPLOITATION RIGHTS

3.1 Immediately after the execution of this Development Agreement and Power of Attorney, the Developer shall be entitled to deal with the said land on the terms and conditions herein contained and also in accordance with the powers and authorities conferred on the Developer by the Owners for the purpose of development and construction of the Building contemplated in these presents with power to sell, convey and transfer the Developer's share of Allocation, excepting the portion demarcated and/or separately allocated for the Owners as aforesaid, and thereby to enter into an Agreement for sale, lease or let out the various portions of the Developer's Allocation with any intending Purchaser/Purchasers and to receive earnest money and/or any part payment and entire sale proceeds in respect thereof.

3.2 Demolition of the existing structures of the said premises shall be responsibility of the Developer who shall be entitled to the salvage materials arising there from. The cost, charge and expenses for such demolition and removal of debris and site clearance will be paid, met and borne by the Developer. And the Developer agreed to payment the sifting charges to the Owners from the date of demolition of the existing structure till the date of handover the physical possession of Owners' Allocation.

3.3 The Owners have given the Developer necessary License and permission to enter into the said premises and they have delivered and/or handover the peaceful vacant possession of the said property unto and in favour of the Developer.

4.0

ARTICLE - IV- BUILDING

4.1 The Developer shall have exclusive right at its own costs to construct the said New Building in the said premises in accordance with the sanctioned plan without any hindrance or obstruction from the Owners or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The Type of construction will be as mentioned in the Schedule 'B' herein after. The Developer shall ensure that the Building conform to Class-I standard Building specifications.

4.2 The Developer shall install and provide in the Building at its own costs, underground and overhead water Reservoir and other facilities and amenities as normally contained in G+3 storied Building, to make the same totally and absolutely habitable.

4.3 The Developer hereby undertakes to construct the Building diligently and expeditiously and handover the Owners' Allocation to the Owners within 24(twenty four) months from the date of sanction of the Building Plan or obtaining vacant physical possession of the said premises whatsoever whichever is later, subject to force majeure.

4.4 the Developer will demolish the existing Building only after obtaining the sanctioned Plan from the K.M.C. and one Xerox copy of such sanction Plan duly signed to be handed over to the Owners.

5.0

ARTICLE-V - CONSIDERATION & SPACE ALLOCATIONS

5.1 In consideration of the Owners having agreed to grant an exclusive right to the Developer to commercially exploit the premises by constructing the new Multi-Storied Building as per Sanction Building Plan of the K.M.C., the Owners shall be entitled to get **Owners' Allocation**, as more fully and particularly mentioned and described in the **SCHEDULE "C"** hereunder written and save and except the Owners' Allocation the remaining constructed area of the New Building and every part thereof and rights and properties appurtenant thereto shall be treated as the **Developer's Allocation**, as more fully and particularly mentioned and described in the **SCHEDULE "D"** hereunder written.

5.2 The Developer and the Owners and their respective nominees shall use the roof undividedly as common portions and if in near future for any change of any rule, the civic authority give permission for any further construction in that case the Owners and the Developer shall be entitled to enjoy such benefits.

5.3 The Owners shall be entitled to use and enjoy individually or to transfer or dispose of the Owners' Allocation in the New Building proposed to be constructed at the said premises without any disturbance from the Developer with the exclusive right to enter into an Agreement for sale and transfer the same without any claim, demand, interest whatsoever or howsoever from the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocation however the possession of the same shall be given only after finally handing over the Owners' Allocation to the Owners by the Developer.

5.4 The entire buildings shall be of uniform construction with the standard materials as per specification as sanctioned by the Kolkata Municipal Corporation as more fully and particularly described in the **SCHEDULE "B"** hereunder written.

5.5 The Developer shall use standard quality of materials for the construction of the entire Building. The Owners shall have authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the Owners or their Agent from making such inspection, at any point of time of such construction as may be desired by the Owners.

5.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said proposed New Building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, Sale, enter into Agreement(s) for sale or any other way transfer of the same without any claim, demand, interest, interruption whatsoever or howsoever of the Owners and/or any person or persons lawfully claiming through them shall not disturb the quiet and peaceful possession and enjoyments of the Developer's Allocation and the Developer shall solely be entitled to receive any Booking Money, Part payment, Advance, earnest money and the entire Sale Proceeds, from any intending purchaser or purchasers in respect of Developer's Allocation only.

6.0

ARTICLE-VI - COMMON FACILITIES

6.1 All rates and taxes and outgoing if any in respect of the said premises shall be borne and paid in the manner following:-

- (a) By the Owners up to the execution of this Agreement.
- (b) During the execution of this Project the entire tax shall be paid by the Developer.
- (c) After completion/handover Owners' Allocation, by the Owners and/or Purchaser of the Owners' Allocation and by the Developer and/or by the Purchasers of the Developer's Allocation.

6.2 As soon as the Owners' Allocation in the New Building is complete in habitable condition, the Developer shall give written notice to the Owners to take possession of the Owners' Allocation in the said Building and from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates

and duties, dues and other statutory outgoings and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as 'the said rates') payable in respect of the said Owners' Allocation. Similarly as and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates in respect of the Developer's Allocation. The said rates are to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole. The Certificate of the Architect in respect of the said Building as to its completion and measurement in terms whereof and the quality of the material used therein shall be final and binding on the parties.

6.3 At and from the date of service of the Notice of possession, the Owners and the Developer shall also be responsible to pay and bear and shall pay the proportionate in terms and on the same basis hereinabove the service charge for the common facilities in the building payable with respect of their respective allocation, the said charges to including premium of the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance operation and repair and removal charges for bill collection and management of common facilities, renovation, replacement, repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, pumps, motors and other electrical and mechanical installations, appliances and equipments, stair ways, lift and lift accessories, corridors, passage ways, paths ways and other common facilities whatsoever including creation of a sinking fund.

7.0

ARTICLE VII-MISCELLANEOUS

7.1 The Owners and the Developer have entered into this Agreement purely on a Principal to Principal basis and nothing stated herein shall be deemed or construed as a Partnership between the parties or as a Joint Venture between them nor shall be Developer and the Owners in any manner constitute as

Association of persons. The parties hereto entered into this Agreement for their separate mutual benefits and interest.

7.2 It is understood that from time to time to enable the construction of the proposed New Building by the Developer various acts, deeds, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required legally to be signed or made by the Owners to which no specific provisions has been made herein. The Owners hereby authorized the Developer to do all such acts being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or her authorization or authorizations as may be legally required by the Developer for the purpose as also undertakes to sign and execute all such additional application or other documents as may be required for the purpose which will be expressly stated herein shall not in any way prejudice the interests of the Owners detailed hereinabove.

7.3 The Developer shall in consultation with the Owners be entitled to frame a scheme for the management and administration of the said Building and/or common parts thereof. The Developer shall issue written notice to the Owners inviting the Owners to take possession and upon expiry of seven days from the date of receiving the notice thereof if the Owners willfully fails or neglects to take possession of their Allocation in the new Building, it will be treated and/or deemed that the possession of the Owners' Allocation has been duly handed over to the Owners. If the completion Certificate is required, in that case the cost and expenses of such Completion Certificate shall be paid and/or borne by the Developer and Owners proportionately.

7.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand against receipt thereof or sent by prepaid registered Post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the Developer at the address given above.

7.5 Be it mentioned here that during the construction of the Building and till the Developer's share of allocation is fully disposed of the Developer shall always remain as the Owners of the entire structural area in the proposed new building as would be constructed by the Developer by its own costs and expenses and after handing over the vacant possession of the Owners' Allocation the Ownership of the Owners will automatically changed to the extent that the Owners will be the Owners of structural area of their Allocation together with undivided proportionate share or land attributable to the said structural area and in consideration of which the Owners or their duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land attributable to the structural area of the Developer's Allocation either to the Developer or to its Nominee or Nominees being the Purchaser or purchasers of Flats/Spaces without taking any other or further consideration save and except the Owners' Allocation either from the Developer or from its Nominee or Nominees.

8.0 **ARTICLE VIII -MUTUAL OBLIGATION**

8.1 The Developer undertakes that it will complete the building within the time Stipulated hereinabove except the circumstances beyond its control.

8.2 The Owners covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Owners, then in that event Developer shall be entitled to compensation for all expenses incurred by it, which will be assessed by the Valuer to be appointed there by the both parties.

8.3 The Owners undertake not to transfer, mortgage, charge the said property nor shall lease in any way or encumber the said land or property which is the subject of this Agreement in any manner whatsoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and/or create charges in respect of Developer's Allocation before any Nationalized Bank or private Bank but in such cases

the Owners shall not be financially liable or responsible and if required the Owners shall sign to in necessary papers and documents to that effect.

As per requirement and at the request of the Developer the present Owners shall always be ready to sign and execute all necessary papers, documents and Deed of conveyances in respect of Developer's Allocation unto and in favour of any intending purchaser(s), as to be nominated by the Developer.

8.4 That the Owners shall not be liable for any bad workmanship of the proposed Building at the said premises and shall also not be liable and responsible for any monetary transaction with the Nominee or Nominees of the Developer.

8.5 In case of breach of any of the provisions herein, the party in breach of contract shall be liable to pay such damages as shall be determined by the Tribunal as mentioned in Clause 8.6 herein below, but no party shall be entitled to terminate this Agreement without the consent of the other party in writing.

8.6 All disputes between the parties relating to this Agreement or its interpretation shall be referred to the Arbitration of such a person as mutually agreed (the "tribunal"). In case no agreement can be reached in selecting such a suitable person, the Tribunal shall consist of Multi Arbitrators, one each to be appointed by the parties and the third to be appointed by the said two Arbitrators so appointed, whose decisions shall be final and accepted by both the parties.

8.7 The Tribunal shall proceed summarily and not give any reason for its Award and may give interim Awards and/or direction. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and its proceedings will be held in Kolkata unless

otherwise agreed. The award of the Tribunal shall be final and binding upon the parties.

8.8 That the Owners have this day handed over the title deed, and all other original documents relating to the property to the Developer against proper receipt. And at the time of handing over the physical possession of the Owners' Allocation all the relevant original documents related to said property to be handed over to the Owners' Association.

8.9 That the name of the Building shall be "ANUPAMA APARTMENT".

9.0

ARTICLE-IX- TIME FOR COMPLETION

9.1 Under all circumstances and notwithstanding anything mentioned before or after the developer has assured to complete construction of the proposed new Building within 24(twenty four) months from the date of obtaining sanctioned building plan or from the date of delivery of physical possession of the said premises, whichever is later, subject however to standard International Force Majeure condition in which case the Developer shall not be held liable for any delay in completion, but the Owners shall not be entitled to cancel and/or rescind this agreement and upon construction and completion of the Building the Developer shall handover and/or deliver the khas possession of the Owners' Allocation to the Owners by issuing Possession Letter with the Letter Pad of the Developer.

10.0

ARTICLE - IX - FORCE MAJEURE

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

10.2 Force Majeure shall mean flood, earth-quake, riot, war, storm, tempest, Cyclone, civil commotion, strike and/or any other act or commission beyond the reasonable control of the parties, and in such situation the period of construction and completion of the proposed new Building shall be extended on mutual discussion of the parties.

SCHEDULE - "A" REFERRED TO ABOVE

(i.e. the entire premises)

ALL THAT piece and parcel of Bastu land, measuring more or less **3(three)** **Cottahs 6(six) Chittaks 35(thirty five) Sq. ft.** together with 1000 Sq. ft. pacca one storied Building, standing thereon, lying and situated at Mouza-Sarkelhat, J.L. No. 14, R.S. No. 183, collectorate Touzi No. 411, Pargana-Magura, comprised in **Dag No. 55**, appertaining to **Khatian No. 105**, under Khatian No. 104, being **K.M.C. Premises No. 106, Ho-Chi-Minh Sarani**, P.S. Thakurpukur, Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, ward No. 126, vide **Assessee No. 41-126-05-0103-7**, in the District: South 24-Parganas, together with all user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto, which is butted and bounded as follows:-

ON THE NORTH : 16' ft. wide K.M.C. Road.

ON THE SOUTH : Land of others.

ON THE EAST : Land of Plot No. 15.

ON THE WEST : Land of Plot No. 13.

Road Zone :- { D.H. Road to East India Pharmaceutical (Premises located **NOT** on Ho-Chi-Minh Sarani) ward No. 126, 127, 128 }.

SCHEDULE "B" ABOVE REFERRED

Details of fixture, fittings, standard materials etc. to be provided in the Owners' Allocation:-

1. Entire Flooring of the Flat will be made by vitrified floor tiles.
2. Kitchen/Toilet Floor will be of non skit floor tiles, wall-Tiles up to 6' Feet will be provided.

3. In the kitchen one cooking platform of black stone with granite top shall be provided for two flats only, and wall Dado of Glazed Tiles up to 2'-6" Height over the platform and one basin and one sink will be provided and one Tap for sink and basin purpose.
4. Height of the flat will erected as per sanction Building Plan.
5. Door: All doors of the flat will be of wooden Frame with Flush Doors Commercial ply.
6. Window: Steel Framed/Aluminum sliding including fixing Glass with Grills will be provided.
7. Interior walls will be finished with plaster of Paris and outside wall shall be painted with whether cote colour. And a new Lift, lift room and lift accessories, shall be provided in the propose new Building.
8. In the Toilet, one Western Commode with cistern. In addition to this one basin two tap connections shall be provided and in the W.C. one Western commode and one tap, and fittings of toilet & W.C. shall be of standard band.
9. Concealed wiring with points as under:-
 - (a) Bed Room : 2 Light points, 1 fan point, 1 Plug point (5 Amp).
 - (b) Toilet : 1 light point, 1 plug point (15 Amp.), one Geiger point and 1 washing machine point.
 - (c) Kitchen : 1 light point, 3 plug points, 1 exhaust fan point, (one 5 Amp.)
 - (d) Drawing & Dining : 2 Light points, 1 fan point, 3 plug Points (5 Amp.& 15 Amp.,)
 - (e) Balcony : 1 light point.
 - (f) Calling Bell connection in each flat above/beside the door frame.
- (10) Special Fittings as per Owners' choice will be provided at entire cost of the Owners in advance.

SCHEDULE "C" ABOVE REFERRED
(i.e. Owners' Allocation)

Owners' Allocation shall mean, The Owners shall be entitled to get **50% (fifty percent)** allocation of the Total F.A.R. free of cost in lieu of their land from the Developer which allocation will be decided only after obtaining the sanctioned Building plan from the K.M.C. and the said 50% F.A.R. shall mean 50% flat & Car-Parking Space area i.e. **3(three) nos. self contained residential 2BHK flats, (i.e. one 2BHK flat on the first floor + one 2BHK flat on the Second floor + one 2BHK flat on the Third floor)** all on the **western side**, of the proposed new Building, and Car-Parking spaces on the Ground floor, area of Car-Parking will be same as the aforesaid first floor 2BHK flat, on the **western side**, of the proposed new Building, together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereinabove written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/Occupiers at the said premises, and in all to be treated as **Owners' Allocation**.

SCHEDULE "D" AS REFERRED TO ABOVE
(Developer's Allocation)

Developer's Allocation shall mean, save and except the Owners' allocation as aforesaid, the remaining **50% (fifty percent)** of the Total F.A.R. **i.e. the remaining 50% constructed area** of the proposed New multi-storied Building, consisting of several flat or flats in several floors and Car-parking space or spaces on the Ground floor together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereinabove written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/occupiers at the said premises, to be treated as **Developer's Allocation**.

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

SIGNED, SEALED AND DELIVERED

By both the parties at Kolkata

In Presence of :-

WITNESSES :-

1. Aloka Biswas.
Advocate
Alipore police court
Kolkata - 700027

Arnalesh Pramanjee
(Armanjee)

Arjun Pramanjee

Rama Mukherjee

Sujata Mukherjee

SIGNATURE OF THE OWNERS

2. Panna Mukherjee
63/2 Nilmoni Mullick Lane,
Howrah (1110)

ROYAN ASSOCIATE (OPC)
PRIVATE LIMITED

Arinab Roy
Director

SIGNATURE OF THE DEVELOPER

Drafted by me:-

Aloka Biswas.

Advocate

Alipore Police Court, Kolkata- 700027.
Enrolment No. WB- 135/2003.



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

Name ... Analesh Bamejee
 Signature ... A. Bamejee



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

Name ... Anum Bamejee
 Signature ... Anum Bamejee













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

Name ... Rama Mukharjee
 Signature ... Rama Mukharjee



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

Name ... Binjoa Mukharjee
 Signature ... Binjoa Mukharjee

	Thumb	1 st finger	Middle Finger	Ring finger	Small finger
Left Hand					
Right Hand					



Name :- ARNAB ROY

Signature.....*Arnab Roy*

	Thumb	1 st finger	Middle Finger	Ring finger	Small finger
Left Hand					
Right Hand					

PHOTO