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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

50AB 141935

**AGREEMENT FOR DEVELOPMENT BETWEEN
LAND OWNER AND PROMOTER / DEVELOPER**

THIS AGREEMENT made on this the 26th day of July, TWO THOUSAND TWENTY ONE.

BETWEEN

(1) SRI NITYA NANDA NANDY (PAN ABOPN2844G) & (AADHAAR 243655474089), son of Late Phani Bhusan Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Retired Person, residing at 42/1/1, Baje Shibpur Road, P.O. + P.S. Sbibpur; Howrah-711 102 ; (2) SMT. SHANKARI NANDY (PAN ASHPN4809P) & (AADHAAR 906788561494), wife of Late Gurudas Nandy, by faith - Hindu, by Nationality - Indian,

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

Contd. P-2

A.D.S.R. HOWRAH

26 JUL 2021

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24/11/1105

ক্রমিক নং 1085 তারিখ 16/03/21

টাকা 10/-

নাম Theme Projects Pvt Ltd.

ঠিকানা Howrah.

সোমা সী স্ট্যাম্প ডেভেলপার
হাওড়া সিভিল কোর্ট



Additional District Sub-Registrar

Howrah

26 JUL 2021

by Occupation - Housewife ; residing at 42/1/2, Baje Shibpur Road, P.O. + P.S. Shibpur, Howrah-711 102 ; **(3) SMT. KAKALI HAZRA nee NANDY** (PAN ADHPH6640M) & (AADHAAR 975196454923), wife of Rupen Hazra and Daughter of Late Gurudas Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 15/3, Krittibas Dhara Lane, Howrah - 711 101 ; **(4) SMT. MITALI NANDY** (PAN AJHPN4762A) & (AADHAAR 582029285386), wife of Soumen Nandy and daughter of Late Gurudas Nandy, by faith Hindu, by Nationality - Indian, by Occupation - Housewife, residing at 142/3, Shibpur Road, Howrah-711 102 ; **(5) SMT. RITA NANDY** (PAN BBYPN5570Q) & (AADHAAR 550757146225), wife of Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Household Duties ; **(6) SRI PARTHA PRATIM NANDY** (PAN AZFPN7165D) & (AADHAAR 524478505631), son of Late Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Business, No. 5 & 6 both residing at 65/3, Shibpur Road, P.O. + P.S. - Shibpur, District - Howrah 711 102 and **(7) SMT. JHILAM NANDY ROY** (PAN AWEPN3640H) & (AADHAAR 459001931596), wife of Raju Ray and daughter of Late Patit Paban Nandy, by faith - Hindu, by Nationality - Indian, by Occupation - Household Duties, residing at HA 106 Salt Lake, Sector-3, P.S.-Bidhannagar, Kolkata-700 097, hereinafter jointly called and referred to as the **OWNER/VENDOR** (which expression shall be deemed to include their heirs, assigns, executors, administrators and legal representatives unless excluded by or repugnant to the context) of the **FIRST PART**.

AND

THEME PROJECTS PVT. LTD., (PAN AABCT8498D) a Company incorporated under the Companies Act, 1956, having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103 hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-office, legal representatives and/or

assignees) of the **SECOND PART** represented herein by its Director **SRI TAPAN KUMAR BANERJEE** (AADHAAR 226278106187, PAN AFWPB3119E) son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103.

WHEREAS, one Atul Chandra Bandopadhyay son of Late Girish Chandra Bandopadhyay was the owner of a plot of Mokorari Mourashi Bastu Land, measuring about 12 Cottah or a little more or less which was situated and comprised within the then Howrah Municipality Premises No. 220 and 220/1, Grand Trunk Road at present Howrah Municipal Corporation Premises No. 217 & 217/1, Grand Trunk Road (South) under Howrah Municipal Corporation Ward No. 34 within P.S. - Shibpur, District - Howrah, Pin-711 102.

WHEREAS, the above said Atul Chandra Bandyopadhyay as Zaminder transferred his property as aforesaid in favour of one Jogindra Nath Gangopadhyay by virtue of a 'MOURASHI PATTA'.

WHEREAS, aforesaid Jogindra Nath Gangopadhyay as occupier had been enjoying the aforesaid property on making payment of Rent to the then Zaminder. During such enjoyment of the property Jogindra Nath Gangopadhyay died intestate leaving behind him, his son Prasad Das Gangopadhyay as successors and legal heir of the property.

WHEREAS, Prasad Das Gangopadhyay while in enjoyment of the said property, acquired absolute right, title and interest in the said property on making payment of the due consideration amount to the then Zaminder Atul Chandra Gangopadhyay and thereafter the MOURASI PATTA became abolished.

WHEREAS, Prasad Das Gangopadhyay sold and transferred his right, title and interest over 5 Cottahs of land in favour of Calcutta Electric Supply Corporation Ltd. vide a registered Deed of Sell.

WHEREAS, while in enjoyment and Possession of the property having 7 Cottahs of land Prasad Das Gangopadhyay died intestate on 9th day of April, 1931 leaving behind him his four sons namely Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay and Sailendra Nath Gangopadhyay to inherit his property in four equal Share.

WHEREAS, Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay and Sailendra Nath Gangopadhyay jointly became the owner of the property left by their father Prasad Das Gangopadhyay by way of inheritance.

WHEREAS, during joint enjoyment of the undivided property by the abovesaid four brothers Sailendra Nath Gangopadhyay died intestate on 28.07.1970 leaving behind his widow Smt. Mamata Gangopadhyay, one son Arup Gangopadhyay, one daughter Kumari Bandana Gangopadhyay and one minor daughter namely Kumari Champa Rani Gangopadhyay who jointly inherited the undivided Share of Sailendra Nath Gangopadhyay in equal share.

WHEREAS, thus Bhupendra Nath Gangopadhyay, Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay together with the legal heirs and heiress of Sailendra Nath Gangopadhyay namely Mamata Gangopadhyay, Arup Gangopadhyay, Kumari Bandana Gangopadhyay and Kumari Champarani Gangopadhyay became jointly the absolute owners of the property each holding Shares as noted below ;

Sri Bhupendra Nath Gangopadhyay	1/4 th Share in 7 Cottahs land
Sri Nripendra Nath Gangopadhyay	1/4 th Share in 7 Cottahs land
Sri Sachindra Nath Gangopadhyay	1/4 th Share in 7 Cottahs land
Smt. Mamata Gangopadhyay	1/16 th Share in 7 Cottahs land
Sri Arup Gangopadhyay	1/16 th Share in 7 Cottahs land
Kumari Bandana Gangopadhyay	1/16 th Share in 7 Cottahs land
Kumari Champarani Gangopadhyay	1/16 th Share in 7 Cottahs land

WHEREAS, thereafter on date 16th May, 1973 Nripendra Nath Gangopadhyay, Sachindra Nath Gangopadhyay, Mamata Gangopadhyay, Arup Gangopadhyay, Bandana Gangopadhyay jointly sold transferred and conveyed their respective undivided Share in the 7 Cottahs land in favour of Gurudas Nandy, Nityananda Nandi, Patit Paban Nandy and Radha Raman Nandi by way of a Deed of Sale registered in the office of the Sadar Joint Sub Registrar at Howrah which was recorded in Book No. 1, Volume Number 18, Page 278 to 284, Deed Number 1506 for the year 1973.

WHEREAS, thereafter Champa Rani Gangopadhyay attended the age of majority and she sold, transferred her undivided $1/16^{\text{th}}$ Share of the property in favour of Gurudas Nandy, Nityananda Nandi, Patit Paban Nandy and Radha Raman Nandy by a Deed of Sell registered in the office of the Sadar Joint Sub Registrar at Howrah which was duly recorded in Book Number 1, Volume Number 66, Pages from 48 to 55, Deed Number 3078 for the year 1974.

WHEREAS, thus on the strength of the above referred two Deeds Sri Gurudas Nandy, Nityananda Nandi, Patit Paban Nandy and Radha Raman Nandy became the joint owner of undivided $3/4^{\text{th}}$ Share of the property.

WHEREAS, thereafter during enjoyment and possession of the said property Radha Raman Nandy died intestate on 13.04.1980 as bachelor and on his demise his undivided $1/4^{\text{th}}$ Share was devolved upon his brothers Gurudas Nandy, Patit Paban Nandy, Nityananda Nandy and Gopal Chandra Nandy in equal proportion.

WHEREAS, Bhupendra Nath Nandy died intestate on 6.10.1982 leaving behind him, his widow Saraswati Nandy and daughter Shyamali Mukherjee, nee Nandy to inherit his undivided $1/4^{\text{th}}$ Share as his legal heiress and successors.

WHEREAS, Gurudas Nandy died intestate on 20.09.1990 leaving behind him, his widow Shankari Nandy, two married daughters Kakali Hazra and Mitali Nandy as his legal heirs and successors to inherit his $1/4^{\text{th}}$ undivided Share jointly.

WHEREAS, on 12.12.1992 Gopal Chandra Nandy died intestate as Bachelor and as such on his demise his undivided Share was devolved upon Nityananda Nandy, Patit Paban Nandy, Shankari Nandy, Kakali Hazra and Mitali Nandy jointly.

WHEREAS, on 26.01.2007 Saraswati Nandy died intestate leaving behind her daughter Shyamali Mukherjee to inherit her 1/8th undivided Share in the property as legal heiress.

WHEREAS, thereafter on 15.05.2016 Patit Paban Nandy died intestate leaving behind him, his widow Rita Nandy, one son Partha Pratim Nandy and the married daughter Jhिलam Nandy Roy as his legal heirs and successors to inherit his undivided 1/4th Share in the property.

WHEREAS, thus Sri Nityananda Nandy, Smt. Shankari Nandy, Smt. Kakali Hazra, Smt. Mitali Nandy, Smt. Rita Nandy, Sri Partha Pratim Nandy and Smt. Jhिलam Nandy Roy, Smt. Shyamali Mukherjee jointly became the owners of the said property having Shares individually as follows ;

1. Sri Nityananda Nandy 1/4th undivided Share
2. Smt. Shankari Nandy, Smt. 1/4th undivided Share jointly and 1/12th undivided
 Kakali Hazra nee Nandy, Share each individually.
 Smt. Mitali Nandy – all
 successors of Gurudas Nandy.
3. Smt. Rita Nandy, Sri Partha 1/4th undivided Share jointly and 1/12th undivided
 Pratim Nandy and Smt. Jhिलam Share each individually.
 Nandy Roy – all successors of
 Patit Paban Nandy.
4. Shyamali Mukherjee 1/4th undivided Share.

AND WHEREAS, thereafter Smt. Shyamali Mukherjee sold and transferred forever her 1/4th undivided Share in the property in favour of Nityananda Nandy, Shankari Nandi, Kakali Hazra, Mitali Nandy, Rita Nandi, Partha Pratim Nandy and Jhिलam Nandy Roy by execution of a Deed of Sell which was registered in the office of the Additional District

Sub Registrar at Howrah on date 26/07/2021 The said Deed being number was recorded in C/D, Volume Number Pages from to

WHEREAS, thus the **FIRST PARTY** herein became jointly the absolute owners of the property situated at Howrah Municipal Corporation Premises No. 217 & 217/1 formerly but at present after amalgamation of Holdings 217, Grand Trunk Road (South) within P.S. - Shibpur and District - Howrah.

WHEREAS, the Owners of the abovesaid property jointly, decided to improve and develop the present status of their property by raising multistoried building thereupon on demolition of the existing temporary structures standing thereon.

WHEREAS, based upon such decision the owners herein requested Sri Tapan Kumar Banerjee – Director of the company Theme Projects Pvt. Ltd. to undertake the development work upon their land and proposed the basic terms of the Development.

WHEREAS, Sri Tapan Kumar Banerjee as Director and on behalf of the Company Theme Projects Pvt. Ltd. accepted the proposal of the owners the **FIRST PARTY** herein and agreed to undertake the project of development on the land of the Owners.

The Owners and the Developer both then decided to execute this Agreement to incorporate the terms and conditions as settled between them.

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

ARTICLE - I : DEFINITIONS

1. **LAND** : The Land shall mean free hold Bastu Land situated at Howrah Municipal Corporation Holding Number 217, Grand Trunk Road (South) within the jurisdiction of Howrah Municipal Corporation Ward Number 34, Police Station Shibpur, District Howrah, J.L. Number 1, L.R. Dag Number 47 under LR Khatian Numbers 133, 283, 534, 597, 822, 823 and 825 of Mouza Shibpur, Sheet Number 95.

Area of Land as per Deed 7 Katha but area as per physical measurement is 6 Katha 4 Chittacks 5 Squarefeet.

The said Land is shown in the Map annexed hereto as Annexure-1 to this Agreement.

2. **OWNER** : OWNER of the Land shall mean and include the persons named below with variable shares in the property

- | | | |
|-----------------------------|---|-------------------------|
| (1) SRI NITYA NANDA NANDY | : | 1/3 rd Share |
| (2) SMT. SHANKARI NANDY | : | 1/9 th Share |
| (3) SMT. KAKALI HAZRA | : | 1/9 th Share |
| (4) SMT. MITALI NANDY | : | 1/9 th Share |
| (5) SMT. RITA NANDY | : | 1/9 th Share |
| (6) SRI PARTHA PRATIM NANDY | : | 1/9 th Share |
| (7) SMT. JHILAM NANDY ROY | : | 1/9 th Share |

3. **PROMOTER / DEVELOPER** : PROMOTER / DEVELOPER shall mean the Company named THEME PROJECTS PVT. LTD., having its registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103 and represented herein by its director Sri Tapan Kumar Banerjee.

4. **PRUCHASER** : PURCHASER shall mean the Purchaser/Purchasers of a Unit/Flat/ Apartment and include.

In case of an individual his/her/their heirs, legal representatives, executors, administrators and assignees AND/OR.

In case of a Partnership Firm the Present Partners and such other person or persons who may be taken in or admitted in the firm as Partner or Partners and their respective heirs, legal representatives, executors, administrators and assignees and shall exclude such other partners who shall by the due process of law cease to be Partners of the Partnership Firm, AND/OR.

In case of a Company, its successors or successors-in-interest and assignees AND/OR. In case of a trust, the trustees for the time being their successors-in interest and assignees.

5. **BUILDING** : BUILDING to be developed on the land shall be a G+4 Storey building to consist therein residential Flats at First, Second, Third and Fourth Floor and Car Parking Spaces and Shop Rooms for rehabilitation of existing tenants under the Land Owner at Ground Floor, together with all Common area like Staircase, Lift, Lobby, Passage, Corridors, Open Spaces and other Common facilities.

6. **FLAT/APARTMENT/UNIT** : It shall mean the demarcated and self contained portions of the building in any floor having direct exit to a Stair landing or Lobby which through the Stairway or Lift provides access to the Street outside the Building Premises and the same together with undivided proportionate share/interest in the Land beneath the building and other common areas and common parts etc. forms a Flat or Apartment or Unit for use for Residential purpose.

7. **GARAGE/PARKING SPACE** : It shall mean the open or covered area at Ground or within Ground Floor, enclosed by masonry work or not, suitable for parking of Cars which together with undivided proportionate Share in the Land, Common Area, Common Parts forms a Garage or Parking Space.

8. **COMMON AREAS & COMMON PARTS** : The area within the building falls outside the demarcated area of the Flats in every floor and intended to be used by all the Flat owners in the building will be said to be the Common Area and Common Part within the building such as Stairway with Landing, Lobby at all floor, Lift well, Landing, Lobby at all floor, Staircase Head Room, Lift Machine Room, Roof etc.

The area outside the covered area of the building specified for the common use of the Flat owners and for erection of various service facilities and equipments for providing Common Services for the Flat Owners is said to be the Common Area and Common Parts such as Passage, Walk way, Drive way, Drainage, Septic Tank, underground Water Reservoir, Overhead Reservoir, Electricity Service Installation, Water Supply and distribution installation etc.

9. **BUILT UP AREA** : BUILT UP AREA shall mean and include the area measured at Floor level in any Unit taking external dimensions on all sides of the Unit save walls separating one Unit from other of which 50% thickness is to be taken into account.
10. **SUPER BUILT UP AREA** : Super Built up Area of a Unit shall mean and include the built up area of any Unit together with the undivided proportionate share of common area at every floor and roof of the building and outside the building and all other Common parts.
11. **UNDIVIDED PROPORTIONATE SHARE** : It shall mean the undivided proportionate share of a Flat in the total area of the Land, undivided proportionate Share in all the Common areas provided within the building and exterior of the building.
12. **PLANS** : PLANS shall mean and include the Drawings showing Floor Plan, Sectional Views, Elevation, Structural details of the proposed building and other constructional details of water Storage Tanks, Septic Tanks, Drainage etc.
13. **COMMON EXPENSES** : It shall mean the amount spent for every Common purposes such as expenses for maintaining and repairing of all Common area and Common Parts and running Electric Pump and Generator Sets lighting Common area, repair, renewal cleaning etc. for Drainage, Pipe line etc. and any other expenses required to be made for protecting the Common interest of all the Flat owners.

14. **HOLDING ORGANISATION** : It shall mean the organisation in the form of Association of Flat owners or Syndicate of Flat owners, Society or Company constituted by all the Flat owners for maintenance and management of Common Services and Common affairs.
15. **SERVICE CHARGES** : It shall mean the proportionate amount of contribution payable by every flat owner to meet up the Common expenses.
16. **CONSULTANT** : Consultant shall mean the person or organisation holding Registration or Licence issued by Howrah Municipal Corporation and is sufficiently competent to supervise the technical aspects of construction work including Designing and Drawing, whom the Developer may appoint from time to time.
17. **AGREEMENT FOR SALE OF FLATS** : It means the document executed by Land Owner, Developer and Purchaser of the Unit to incorporate the terms and conditions of Sale of a Unit or Flat to the respective Purchaser.
18. **TRANSFER BY DEED OF SALE** : It means the document executed and signed for registration by Owner or Vendor, Developer and Purchaser of Units/Flats in the concerned Office of the District Registrar or Sub Registrar to effectuate duly transfer of rights, title, interest, claims, demands whatsoever, easements etc. of the Vendor, Developer in favour of the Purchaser.

ARTICLE - II : COMMENCEMENT

This Agreement shall be deemed to have commenced on and with effect from the date of its execution of these presents.

ARTICLE - III : OWNER'S RIGHT & REPRESENTATION

The FIRST PARTY, the OWNER herein declare –

- 1) That they are jointly the present legal owners of the property being land at ;
217, G. T. Road (S) measuring 6 Katha 4 Chittack 5 Square Feet.
- 2) That they shall mutate their names in the office of the Howrah Municipal Corporation in respect of Holding No. 217, G. T. Road (S).
- 3) That they shall mutate their names in the office of the Land and Land Reforms Department, Govt. of West Bengal as the joint owners of the property.
- 4) That they are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- 5) That they have good and marketable title in the said property and the same is free from all encumbrances, charges, liens, lispense, attachments, claims, demands, acquisitions whatsoever or howsoever.
- 6) That they have absolute right to sell, dispose of and deal with their property in any manner they like.

**ARTICLE - IV : DELEGATION OF RIGHTS & AUTHORITIES BY THE
OWNER**

- i) The party of the FIRST PART above named being the absolute OWNER of ALL THAT the said property as fully and completely explained in the Schedule 'A' hereunder written do hereby appoint the party of the SECOND PART as DEVELOPER to construct a multistoried building upon land of the said property as per scheme and plans to be prepared by the DEVELOPER.
- ii) The OWNER do hereby authorize the DEVELOPER to ;
 - a) Submit application duly signed by the OWNER to the Office of the Howrah Municipal Corporation and Land and Land Reform Department, Govt. of West Bengal for mutation of name of the Owner.

- b) Prepare and Draft the Architectural and Structural Drawings and Designs of the proposed building after conducting Soil Test at its own cost and expenses.
- c) Submit the Building Plan duly signed by the OWNER in the Office of the Howrah Municipal Corporation Authority complying with all statutory norms and on payment of submission fees by the DEVELOPER. The OWNER shall have the responsibility to pay all the amount of arrear Municipal Taxes & obtain upto date Tax Clearance Certificate before submission of the Building Plan for sanction.
- d) Appear before the Howrah Municipal Corporation Authority for interaction or negotiation in the matter of Building Plan sanction and obtain the Plan approved by the Howrah Municipal Corporation on making payment of sanction Fees by the Developer.
- e) Appoint, nominate, engage Licenced Building Architect, Structural Engineer, Licenced Plumber, Advocate, Labourers etc., to manage and supervise the work of development and to make payment of their salary, remuneration, fees, labour charges whatever required.
- f) Demolish the existing old building at its own cost and expenses and disposal of the materials and debris from site.
- g) Raise construction of the proposed building on the land of the OWNER / as per the building plan to be sanctioned by the Howrah Municipal Corporation and complete the entire construction work of the building as per standard specification as detailed in Schedule hereunder at its own cost.
- h) Procure and select buyers of the Flats and or other spaces in the proposed building, negotiate terms and conditions of sale with the intending buyers, enter into Agreement for Sale with such Buyers, accept advances or payments from the buyers against value of the flat and/or other spaces, to spend all such amount of the sale value as per the sole discretion of the DEVELOPER, deliver up possession of the flat to the respective buyers upon completion of the construction work and to execute the Deed of Sale for transfer of the undivided proportionate share of the land and flat or other spaces in favour of the Buyers.

- i) Arrange and hold meeting and discussion with the Purchaser of Flats and/or other spaces in the proposed building to form the Holding Organisation for management and control of the maintenance of Common Services and Common Facilities and to decide the norms & procedures for the running and operation of the Holding Organisation and to fix up the rate of monthly Service Charges payable by the Purchasers of the Flats and/or other spaces.
- j) Provide common services and facilities to the Purchasers of Flats and/or other spaces after completion of construction work of the proposed building and to collect necessary service charges from the said Purchasers as per discretion of the DEVELOPER.
- k) File application in the office of CESC Ltd., and Howrah Municipal Corporation, Calcutta Telephones and install Electricity Service and Water Supply connections in the premises of the said Holding on making payment of all cost and expenses to CESC Ltd., & The Howrah Municipal Corporation and to carry out any other activity that might become necessary to be carried out by the DEVELOPER in the course of completion of the development work and sale of the same.
- l) The OWNER shall also execute a Registered General Power of Attorney in the name of the Company THEME PROJECTS PVT. LTD. empowering the Company in connection with the development work including sale of land and construction on behalf of the OWNER signing as their lawful attorney.
- m) Negotiate with the existing tenants in the property for shifting from their present accommodation to else where and rehabilitate them in the new building.
- n) Enter into Agreement with the present Tenants.
- o) Register the Project to the concerned authority as per HIRA/RERA.

ARTICLE - V : DEVELOPER'S OBLIGATION & DUTIES

1. The DEVELOPER in terms of the rights and authority conferred by the OWNER ensure construction work of the proposed building comprising several Flats/Apartments/ Units and Car Parking Spaces with the common areas and common parts in accordance with the sanctioned building plan and as per instruction of the consultant.
2. The DEVELOPER shall carry out the construction work of the proposed building and that of the units in it using good quality building materials and in the most efficient and workmanlike manner.
3. The DEVELOPER shall commence construction work of the proposed building only upon receipt of the sanctioned Building Plan from Howrah Municipal Corporation and vacant possession of the said premises from the Owners. The Developer shall complete the same within a period of thirty six months time from the date of receiving Sanctioned Building Plan. The Developer shall also obtain 'Completion Certificate' from Howrah Municipal Corporation Authority.
4. The DEVELOPER shall always remain responsible and answerable to the OWNER and/or to any Purchaser or Purchasers or to any statutory authority for any technical defects and/or damages in respect of construction work of the flats and shall be bound in such cases to make good or repair the defects that may appear either during the period of construction work or thereafter till possession of the flats or other spaces is handed over to the intending purchaser or purchasers.
5. The DEVELOPER shall keep the Owner indemnified against all third party claims and actions arising out of any sort of Act of Commission or Omissions of the Developers in relation to the construction of the said building.

6. The DEVELOPER shall keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developers actions with regard to the development of the said premises and/or in the matter of construction of the said buildings and/or any defect/default therein.

7. The DEVELOPER shall bear and pay all the costs and expenditure for the proposed construction work including the Building Sanction Fees to the Howrah Municipal Corporation and remuneration and fees for the Architect, Engineers, Licensed Plumbers or any other Service Organisation.

8. The DEVELOPER shall provide Municipal Water Supply and Electric connections to the proposed building.

9. The DEVELOPER shall allow the OWNER and the other Purchaser to inspect the construction work as and when it would become necessary for them.

ARTICLE - VI : OWNER'S RIGHTS, RESPONSIBILITIES & OBLIGATION

1. The OWNER at present is the legal OWNER of the said property situated at 217, Grand Trunk Road (South) within P.S. - Shibpur and District - Howrah, on which the DEVELOPER shall erect the proposed building. The OWNER shall retain such absolute ownership in the property till completion of construction work of the proposed building and transfer of proportionate undivided share in the land with the constructed units in favour of the intending purchasers of the units.

2. On completion of the construction work of the proposed building and possession of the flats and other spaces on being made over to the respective OWNERS and Purchasers, the Owner shall not raise objection and cooperate fully in the matter of execution and registration of Sale Deeds in respect of the undivided interest in the said land in favour of the Purchasers whenever required.

3. The OWNER shall also co-operate with all the Purchasers of the Units and the DEVELOPER in the matter of effecting Mutation of names of the PURCHASERS in respect of their Flats and/or other spaces in the concerned office of the Howrah Municipal Corporation by signing all required papers, Forms and Documents.
4. The OWNER shall co-operate the DEVELOPER in all related activities of the development work except making any financial contribution to the DEVELOPER on a/c of construction expenditure.
5. The OWNER shall handover all the original or the Certified copies of the Documents related to the title of their said property, Mutation certificates, Municipal Tax Clearance Certificate, Settlement Record of Rights etc., to the DEVELOPER having proper receipts from the DEVELOPER.
6. The OWNER shall not interfere in any technical matter of the construction work to be done by the DEVELOPER.

ARTICLE - VII : TERMS AND CONDITIONS OF THE DEVELOPMENT

JOINTLY ACCEPTED BY THE OWNER AND THE DEVELOPER

1. The Developer shall have responsibility to draw a Plan for the proposed development with best utilisation of the land area complying all Rules, Regulation and standard norms of the concerned local authority, which the land owner – the First Party shall accept.
2. The Developer shall submit the Building Plan to Howrah Municipal Corporation and get the Plan Sanctioned on making payment of necessary fees.
3. The Developer shall undertake and complete the construction work of the Building strictly in accordance with the Sanctioned Plan without making any deviation from the same.

4. On completion of the building the Developer shall offer to the owner – Floor area equivalent to 41% of the total Floor area developed in the Building.
The service area such as Staircase, Lift, Lobby etc. at Ground Floor and all upper floors, Staircase Cover and Lift Machine Room etc. shall be taken into account in estimation of the total Super built up area of the residential flats.
5. The floor area to be offered to the OWNER at First, Second, Third and Fourth Floor shall be in the form of Residential Flats suitable for independent use, attached to Common Stairway and Lift, Landing, Lobbies, Passage way etc. and Floor area to be offered at Ground Floor shall be suitable for independently parking of Cars, By Cycles and for Shop Room.
6. In case the Super Built up area allotted for the Land Owners differs from the area they are entitled for, in that case for the difference of area in excess or less than the area entitled, the Parties shall compensate each other as the case may be on making payment at the prevailing market price.
7. For the purpose of construction of the new building, the existing structures for Shop Room and Cycle Stand is required to be demolished. The First Party shall vacate the said structures before commencement of demolition work.
8. The FIRST PARTY the OWNER shall have the option to acquire constructed area in the proposed building according to their Share (41%) or they can claim Cash Value against the constructed area. Such cash compensation will be calculated at the marketable price at which the Developer shall sell the constructed area.
9. The constructed area (Residential) allotted to the OWNERS shall be finished as per technical specifications mentioned in SCHEDULE - C.
10. The area allocated for rehabilitation of Tenants shall be adjusted from the OWNERS Allocation of 41% area.

11. The Developer has paid an amount of Rs. 28,10,000/- (Rupees Twenty Eight Lakh Ten Thousand) only as Advance Consideration Amount to the owners which the owners do hereby acknowledge.

12. In case any discrepancy arises regarding title of the property and if for that the development work is affected then the owners shall refund the entire Advance Consideration Amount with interest to the Developer.

ARTICLE - VIII : OWNERS OBLIGATION & COVENANTS

The OWNER hereby covenants with the DEVELOPER as follows –

1. Not to cause any interference or obstruction or impediment in the construction work of the said building by the DEVELOPER.
2. Not to claim any right whatsoever or howsoever in respect of any portion of the said premises or the building to be constructed thereon.
3. Not to do any act, deed or thing whereby the DEVELOPER is prevented from selling assignment or disposing of the flats/units in the said building or at the said premises.

ARTICLE - IX : MISCELLANEOUS

- i) The DEVELOPER shall be at liberty to sell, assign and transfer its right and interest over and in respect of 59% Share of the Land and the Building to be constructed thereon.
- ii) The OWNER and the DEVELOPER both shall duly observe the terms and conditions contained in this Agreement and shall not do any act, deed or thing which may amount to the contravention or violation of any of the terms and conditions herein contained.