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

Addl Dist. Sub-Registrar
Alipore, South 24 Parganas

- 7 JUN 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 7th day of June, 2019 (Two Thousand Nineteen).

BETWEEN

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28 MAY 2019

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No.....Rs. **100/-** Date.....

Name:.....

Boohisakha Bose

Address:.....

Advocate
Alipur Police Court
Kolkata - 27

Vender:.....

Alipur Collectorate 24 Pgs. (S)
SUBHANIKAR DAS
STAMP VENDOR
Alipur Police Court, Koi-27



Identified by me:
Snehansu Acharya
S/o. Shyamal K. Acharya
New P.O. - Dhara.
P.S. - Jaynagar.
Dist. - 24 Pgs (S)
PIN - 743334.

Addl. Dist. Sub-Registrar
Alipore
- 7 JUN 2019
South 24 Parganas
Kolkata- 700027

MR. PARTHA SARATHI SENGUPTA (PAN-AJQPS5563H), son of Late Ram Krishna Sengupta, by faith Hindu, by occupation - Retired, residing at 364, Kamdahari Purbapara, P.O. Garia, P.S. Bansdronei, Kolkata-700084, Dist- South 24 Parganas, hereinafter called and referred to as the "**LAND OWNER**" (which expression shall unless exclude by or repugnant to the context be deemed to mean include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTY**;

AND

SRI. SOUMYAJIT MAITI (PAN-AYNPM6694H), son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, by Nationality Indian, residing at T-21, Subhash Pally, P.O. Garia, P.S. Bansdronei, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, Kolkata-700084, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY**.

WHEREAS by a Deed of Partition dated 2nd July, 1981 which was registered at the District Sub Registrar Office at Alipore being Deed No. 7663 for the year 1981 the father of the Land Owner namely Ram Krishna Sengupta became absolute Owner and seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel and message hereditaments and premises containing an area of 8 Cotthas 12 Chittaks 21 Sq.ft. appertaining to R.S. Dag No. 859 and 859/1131 under Khatian No. 279 of Mouza-Kamdahari, J.L. No.49, Touzi No.14, R.S. No. 200, Police Station Bansdronei formerly Regent Park prior to that Jadaopur and prior to that Tollygaunge, Sadar District 24 Parganas now South 24 Parganas, within the Municipal Limits of Kolkata Municipal Corporation Ward No.111.

AND WHEREAS the said Ram Krishna Sengupta seized and possessed of **ALL THAT** piece and parcel of Bastu land together with building containing an area of measuring 8 Cotthas 12 Chittaks 21 Sq.ft. be the same a little more or less situated and lying at being within Premises No. 364, Kamdahari Purba Para, Kolkata-700084 together with old dilapidated structures building thereon standing appertaining to R.S. Dag No.859 and 859/1131 under Khatian No.279 of the Mouza Kamdahari, J.L. No.49, R.S. No.200, Pargana Magura, Touzi No.14, Police Station Bansdronei formerly Regent Park prior to that Jadaopur and prior to that Tollygaunge Sadar District 24 Parganas now South 24 Parganas, within the Municipal Limits of Kolkata Municipal Corporation Ward No.111.

AND WHEREAS *Sova Rani Sengupta died predeceased before Ram Krishna Sengupta i.e. wife of Ram Krishna Sengupta since deceased died on 12th day of May 1972.*

AND WHEREAS *the said Ram Krishna Sengupta while seized and possessed of the said property died intestate on 9th January, 1990 leaving behind him surviving as his legal heirs namely his five daughters viz. Smt Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta. On the death of the said Ram Krishna Sengupta the said piece or parcel of land together with the said one storied building and others structures and parts thereof devolved on the said survivors and legal heirs each being entitled to 1/6th share therein according to Hindu Law.*

AND WHEREAS *the said Legal Heirs of Ram Krishna Sengupta had mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 311111203640.*

AND WHEREAS *the said legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta, jointly seized and possessed of ALL THAT piece and parcel of land measuring 8 Cottahs 12 Chittaks 21 Sq.ft. at premises No. 364, Kamdahari Purbapara, P.S. Bansdrone, P.O. Garia, Kolkata - 700084, appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49, R.S. No. 200 within Touzi No. 14 within P.S. Bansdrone formerly Regent Park prior to Jadavpur then prior to Tollygaune Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas.*

AND WHEREAS *the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta, while possessing the said land, they sold, transferred and conveyed 4 Cottahs 6 Chittaks 38 Sq.ft out of 8 Cottahs 12 Chittaks 21 Sq.ft together with one storied building there of lying and situated at Premises No. 364, Kamdahari Purbapara, P.S. Bansdrone, P.O. Garia, Kolkata - 700084 to one Smt. Sutapa Ghosh, wife of Sri Sakti Ranjan Ghosh of 29/7, Kamdahari, Purbapara, Kolkata - 700084, by virtue of a Deed of Conveyance registered on 15th July, 2011 and which was duly registered in the office of A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 24, Page from 3257 to 3284, Being No. 160505129 for the year of 2011.*

AND WHEREAS after the above mentioned transfer of land measuring 4 Cottahs 6 Chittaks 38 Sq.ft out of 8 Cottahs 12 Chittaks 21 Sq.ft., the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta jointly seized and possessed of **ALL THAT** piece and parcel of Bastu Land containing an area of became the absolute owners of 4 Cottahs 5 Chittaks 28 Sq.ft **TOGETHER WITH** one storied building thereof lying and situated at Premises No. 364, Kamdahari, Purbapara, Kolkata - 700084 each being entitled to 1/6th therein according to Hindu Law.

AND WHEREAS the Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta and Smt. Prita Dasgupta jointly have remained in full possession and ownership of **ALL THAT** piece and parcel of undivided 5/6th shares of land together with one storied building thereof lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata - 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No .279 of Mouza Kamdahari, J.L. No. 49 , R.S. No. 200 within Touzi No. 14 within P.S. Bansdronei formerly Regent Park prior to Jadaopur then prior to Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas, together with all easement right including right of ingress and egress over the private passage belong to the legal heirs of Late Ram Krishna Sengupta namely Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta, Smt. Prita Dasgupta and one son Sri Parthasarathi Sengupta leading to the Municipal Road with right to take its sewer, drain connection, electric, water, telephone gas, etc. over and beneath the said common passage free from all encumbrances which was gifted or bequeath by Smt. Ila Dasgupta, Smt. Keya Dasgupta, Smt. Mridula Sengupta, Smt. Rita Dasgupta and Smt. Prita Dasgupta to the Land Owner herein namely Parthasarathi Sengupta, by virtue of a registered Deed of Gift which was registered on 15th day of July, 2011 and recorded in Book No. 1, CD Volume No. 24, Page from 3285 to 3304, Being No. 05132 for the year 2011.

AND WHEREAS in the said Deed of Gift being No. 05132 for the year 2011 due to a typographical mistake the Principal land and/or mother land of the said property was wrongly written as 8 Cotthas 13 Chittaks 36 Sq.ft. in page No. 5 on Line No. 5 of the said Deed of Gift in place of actual area 8 Cotthas 12 Chittaks 21 Sq.ft. which was correctly rectified in Deed of Declaration dated on 28th day of November, 2011 registered in the Office of A.D.S.R. Alipore being Deed No.02523 for the year 2011.

AND WHEREAS the said Land Owner Mr. Parthasarathi Sengupta became the owner of **ALL THAT** piece and parcel of 4 Cottahs 5 Chittaks 28Sq.ft. of land more or less lying and situated at Premises No. 364, Kamdahari Purbapara, Kolkata - 700084 appertaining to R.S. Dag No. 859 & 859/1131 under Khatian No. 279 of Mouza Kamdahari, J.L. No. 49, R.S. No. 200 within Touzi No. 14 within P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar within the limits of Kolkata Municipal Corporation under Ward No. 111, District South 24 Parganas.

AND WHEREAS the land owner now desirous to construct a multistoried building and wants to give **ALL THAT** piece and parcel of Bastu land measuring more or less about 4 Cottahs 5 Chittaks 28 Sq.ft. at R.S. Dag No. 859 & 859/1131 with 100 sq.ft. tiles shed cement flooring residential structure appertaining to R.S. Khatian No. 279 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaunge Sadar, District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311111203640, District South 24 Parganas to the developer herein to develop the property by raising a G + III storied building thereon.

AND WHEREAS the developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this development agreement for further guidance concerning mutual rights and obligations.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :- NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH as follows:

**ARTICLE -I
(DEFINITION)**

1. **OWNER: MR. PARTHA SARATHI SENGUPTA (PAN-AJQPS5563H)**, son of Late Ram Krishna Sengupta, by faith Hindu, by occupation Retired, residing at 364, Kamdahari Purbapara, P.O. Garia, P.S. Bansdronei, Kolkata-700084, District - South 24 Parganas.
2. **DEVELOPER: SRI. SOUMYAJIT MAITI (PAN-AYNPM6694H)**, son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, by Nationality Indian, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdronei, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, Kolkata-700084.
3. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developers/Contractors for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developers/Contractors time to time.
4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Third Schedule hereto.
5. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Second Schedule hereto.
6. **ARBITRATOR** shall mean such person or persons whom the DEVELOPER and OWNER jointly may from time to time appoint as the Arbitrator for the Project.
7. **MUNICIPALITY** shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
8. **LAND** shall mean **ALL THAT** piece and parcel of Bastu land measuring more or less about **4 Cottahs 5 Chittaks 28 Sq.ft.** at R.S. Dag No. 859 & 859/1131 with 100 sq.ft. tiles shed cement flooring residential structure appertaining to R.S. Khatian No. 279 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdronei formerly Regent Park prior to Jadaopur then prior to Tollygaune Sadar, District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 31111203640, District South 24 Parganas.

9. NEW BUILDING shall mean and include the G + III storied building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.

10. COMMON FACILITIES : shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, septic tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "THIRD" herein below.

11. OWNER'S ALLOCATION AS FIXED AS FOLLOWS: In the new G +III storied Building, be constructed on the land described here under the **FIRST SCHEDULE** land, the **LAND OWNER** shall get :-

- i) **ALL THAT the entire SECOND FLOOR.**
- ii) **ALL THAT 50% of the THIRD FLOOR (Backside).**
- iii) **ALL THAT 50% of the Car Parking space.**

Further, be it mentioned here that land owner allocation shall be provided Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against his allocated portion.

12. DEVELOPER'S ALLOCATION: save and except owner's allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+ III storied building i.e.

- i) **ALL THAT the entire FIRST FLOOR.**
- ii) **ALL THAT 50% of the THIRD FLOOR (Front Side).**
- iii) **ALL THAT 50% of the Car Parking space.**

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm Residentially/Commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owner in favour of the Developer.

13. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by **Kolkata Municipal Corporation** and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the **OWNER** and in case of any Revised Plan also such approval has to be taken.
14. **PREMISES** shall mean having comprised in the premises having an area of **ALL THAT** piece and parcel of Bastu land measuring more or less about 4 Cottahs 5 Chittaks 28 Sq.ft. at R.S. Dag No. 859 & 859/1131 with 100 sq.ft. tiles shed cement flooring residential structure appertaining to R.S. Khatian No. 279 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdroni formerly Regent Park prior to Jadavpur then prior to Tollygaune Sadar, District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311111203640, District South 24 Parganas, more fully described in the **FIRST SCHEDULE** hereto.
15. **PROJECT** shall mean the work of the development undertaken to be done by the Builder/Developer in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit **OWNER**.
16. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.
17. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.
18. **UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.
- a) **MASCULINE GENDER** shall include the feminine and vice versa.
 - b) **SINGULAR** shall include the plural and vice versa.

19. SUBMISSION OF THE DOCUMENTS : *at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents and all other related necessary papers shall be submitted by the OWNER to the Developer and against this submission the Developer issue a proper receipt to the land owner for his documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs and the Developer shall return all the documents/papers to the Owner after completion of the construction work.*

20. SALEABLE SPACE : *shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the OWNER Allocation together with all proportionate common facilities and the space as required thereof.*

21. EXTRA COST: *that any extra work for OWNER/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNER/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building.*

22. FORCE MAJURE: *shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.*

23. TRANSFER: *with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.*

24. TRANSFEREE: *shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.*

25. BUILT UP AREA: *means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case and lift if provided.*

26. SUPER BUILT UP AREA: *means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, septic tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per his choice with the Covered area or built up area.*

ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

ARTICLE - II

OWNER'S OBLIGATION

2.1 The 'OWNER' has agreed to produce the original papers of the above mentioned schedule land to the Developer.

2.2 The 'OWNER' has agreed to make over possession of the said property now within his possession of the schedule land as and when required by the Developer for new construction thereon.

2.3 Subject to the proceeding clause, the 'OWNER' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owner's' share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority and handover the possession to the Land Owner within a stipulated period of 18 months from the date of the Sanction Plan if the Developer will not be able to hand over the possession within the stipulated period of 18 months from getting sanction plan from Kolkata Municipal Corporation then the OWNER will give them another 6 months as a grace period as mutually agreed upon by the parties hereto.

2.4 That after completion of construction and delivery of possession of OWNER allocation in the new building, the OWNER shall convey and transfer to the Builder and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided proportionate share in the land appurtenant to the flats, car parking space, shop room etc. out of Builder's allocation directly or through Development Power of Attorney which must to be executed after the execution of this Agreement For Development, be treated as related documents.

2.5 The OWNER shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer Allocation Flat by receiving money from them. The OWNER shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit, execute of any deed executed by the Attorney

on his behalf and receive consideration money and to give discharge thereof in respect of the said property.

2.6 **OWNER** has to collect the transformer charges from all the purchasers of his allocation of the proposed G+III storied building and the same has to be transferred to developer if the transformer will be installed in this project.

2.6 The **OWNER** hereby undertakes that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

2.7 The **OWNER** hereby agrees and covenants with the **DEVELOPER** not to do any act, deed or thing whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any of the **DEVELOPER** allocated portion in the building after completion of the new building.

2.8 The owner hereby agrees and covenants with the developer/promoter not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoter, if anything is not going against the spirit of this Agreement.

2.9 The **OWNER** hereby agrees and covenants with the developer/promoter not to do any act, deed or thing whereby the developer/promoter may be prevented from selling, assigning and/or disposing of any of developer's/promoter's allocation.

2.10 The **OWNER** hereby agrees and covenants with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said property or any portion thereof for any reason whatsoever.

2.11 The **OWNER** hereby agrees and covenants with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

2.12 That the **OWNER** shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Kolkata Municipal Corporation and shall attend all courts, offices, registration offices as and when the **OWNER**' presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid.

ARTICLE - III

OWNER'S RIGHTS AND REPRESENTATIONS

- 3.1 The 'OWNER' is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.
- 3.2 None other than the said 'OWNER' has any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The said property is free from all encumbrances, charges, liens, lispensens, trusts, attachments, acquisitions/requisitions whatsoever and however.
- 3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.
- 3.5 The Owner shall exclusively entitled to Owner's Allocation in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the peaceful possession of the Owner's Allocation.

ARTICLE-IV

DEVELOPER'S/PROMOTER'S RIGHTS

- 4.1. If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'OWNER' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.
- 4.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'OWNER' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developers' allocation in the building in the manner hereafter stated.
- 4.3. The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.
- 4.4. The developer shall exclusively entitled to **DEVELOPER'S ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the **OWNER**

and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPER'S ALLOCATION**.

4.5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the **OWNER** shall have the right of inspection the project from time to time if required.

4.6. The **OWNER** will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the **OWNER** after completion of the construction work and sale of all flats/units under Developer's Allocation.

4.7. The developer shall be deemed to be the Confirm Attorney/Agent of the Land Owner and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength of this Registered Development Power of Attorney executed by the Land **OWNER** in favour of the Developer Firm and/or in the name of **SRI. SOUMYAJIT MAITI (PAN AYNPM6694H)**, son of Sri Ranjit Kumar Maiti, by Religion-Hindu, by Occupation-Business, residing at T-21, Subhash Pally, P.O.-Garia, P.S. Bansdroni, Kolkata-700084, sole Proprietor of **M/S. SOUMYA CONSTRUCTION**, having its office at T-21, Subhash Pally, Kolkata-700084 where the Land **OWNER** shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the **FIRST SCHEDULE**.

4.8. The Developer shall be authorized in the name of the **OWNER** in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer

and in the same way from the date of taking possession of the Land **OWNER** allocated portion by the Land **OWNER**, they will bear the aforesaid all outgoing expenses for their respective allocated portion only. Be it mentioned here that the Land **OWNER** shall clear all rent, rates, Municipal Taxes and other liabilities whatsoever the **OWNER** had or have till the date of delivery of land to the Developer, the Second Party herein and then the Developer shall bear the same on behalf of the land **OWNER**.

4.9. That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats etc. belonging to the Developer's allocation. The Owner/First Party shall have no right and authority to revoke cancel or rescind this agreement until by such time construction of the building is completed and sale and transfer of the Developer's Allocated portions is over. The Owner hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the **OWNER**/Vendor in respect of the property under reference but in normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by signing Deed Return Receipt on the strength of Development Power of Attorney executed by the Land **OWNER** in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

ARTICLE - V

DEVELOPER'S/PROMOTER'S OBLIGATION

5.1 The developer/promoter hereby agrees and covenants with the **OWNER** to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developers/promoters the owner may consider and extend the completion period of the said construction on the said property.

5.2 That the developer will be obliged to pay upto date all corporation taxes, B.L. & L.R.O. khajna, corporation mutation, B.L. & L.R.O. mutation.

5.3 The **Developer** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any. But during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the **DEVELOPER** even at the time of construction work if any labour or

mason or any man connected with said venture dies due to accident OWNER shall not be held responsible and liable to pay any compensation for the same.

5.4 The developer/promoter hereby agrees and covenants with the OWNER not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owner.

5.5 The developer/promoter hereby agrees and covenants with the owner not to do any act, deed or thing whereby the OWNER are prevented from enjoying, selling, assigning and/or disposing of any of the OWNER's allocation on the building.

5.6 That upon completion of construction of the new building, the builder shall inform the OWNER to take delivery of possession of the OWNER's allocated area in the new building in good and habitable condition and the OWNER within 30 days from the date of such intimation shall take possession of his allocations thereon and the land OWNER shall have to pay all rent, rates and taxes and others out goings from the date of taking land owner's allocation as per notice serves.

ARTICLE - VI

FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNER AND THE DEVELOPER/PROMOTER

6.1 The OWNER hereby agrees and covenants with the developer/promoter that as soon as the OWNER's allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation.

6.2 The OWNER hereby agrees and covenants that the developers/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.

6.3 That the developer shall have the option to develop the above property and to acquire adequate facilities the developer shall have the option to raise the construction of the proposed building by way of amalgamation of any adjoining property and the developers shall incur all costs and expenses for obtaining the order of amalgamation from concern authorities and the owner shall sign and execute all documents, forms, plans and such other formalities at the costs of the developers and the owner shall have no right to raise any objection on such account.

6.4 That the **OWNER** shall be exclusively entitled to deal with **OWNER's** allocation in the new building and the builder/developer shall be exclusively entitled to the developer's allocated area therein and the developer shall be at liberty to sell/transfer his/its allocated portion in favour of any person or persons at any consideration which may be considered by the Developer/Builder and the owner shall not entitled to interfere in any manner.

ARTICLE - VII

FORCE MAJEURE

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

7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

ARTICLE-VIII

JURISDICTION

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

ARTICLE IX

ARBITRATION

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator. Each party shall nominate their own Arbitrators and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summary powers.

The Arbitrators shall have the power to appoint an Umpire in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

FIRST SCHEDULE
(DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of Bastu land measuring more or less about 4 Cottahs 5 Chittaks 28 Sq.ft. at R.S. Dag No. 859 & 859/1131 with 100 sq.ft. tiles shed cement flooring residential structure appertaining to R.S. Khatian No. 279 lying and situated in Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No.200, being Municipal Premises No. 364, Kamdahari Purbapara, under P.S. Bansdroni formerly Regent Park prior to Jadaupur then prior to Tollygaunge Sadar, District Sub-Registrar at Alipore and Additional District Sub-Registrar at Alipore, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311111203640, District South 24 Parganas, his property is butted and bounded as follows:-

On the North : By 13 ft. wide Kolkata Municipal Corporation Road;

On the South : By portion of Premises No. 364, Kamdahari Purbapara;

On the East : By Part of Dag No. 859 and Corporation Road 10 ft;

On the West : By 8 ft wide Kolkata Municipal Corporation Road;

SECOND SCHEDULE
[COMMON FACILITIES]

1. *The right in common with the other purchaser for the use of the common parts for egress and ingress and right in undivided proportioned share of land*
2. *The right of passage in common with other purchaser to get electricity, water connection, gas connection, from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for beneficial use and occupation of the other parts, of the building.*
3. *The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.*
4. *All essential and easement rights applicable to ownership flat as per apartment rule and possible in that area.*

5. *Common area, the stair case an its landing passage, outer wall, roof, over head tank, reservoir, common pump machine, entrance, all vacant portions.*

THIRD SCHEDULE
(COMMON EXPENSES)

1. *All cost of maintenance, operating redecorating and lighting the common portions including the outer walls of the building, parking spaces and boundary walls.*
2. *The salaries and all expenses for the all persons employed for the common purpose.*
3. *Municipal and other rates, taxes and levies and all other outgoings save those separately assessed from incurred in respect of any unit.*
4. *Cost of establishment and operations of the society (if society form) relating to the common purpose.*
5. *All other expenses and outgoings as are deemed by the society to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common portions.*

FOURTH SCHEDULE
[TECHNICAL SPECIFICATION OF THE BUILDING]

1. *Foundation : As per Kolkata Municipal Corporation Structural
Sanction Plan.*
2. *Plinths : As per Kolkata Municipal Corporation Structural
Sanction Plan.*
3. *Super Structure : As per Kolkata Municipal Corporation Structural
Sanction Plan.*
4. *Walls : As per Kolkata Municipal Corporation
Structural Sanction Plan.*
5. *Floor Finishing Skirting Dado etc. : Marble flooring 4" skirting and margin and 6'-4"
Dado to bath and privy and 3' ft. Height glazed tiles above cooking platform and at toilet
marble flooring to 6' from the floor height.*
6. *Plaster: the outside of the building wall have cement plaster (1:6) $\frac{3}{4}$ (Average) where at the
inside and the ceiling plaster will be 1/2 "thick.*

(Average) in 1:4 with plaster of a paris finishing inside and outside plaster shall be of cement and sand.

7. Outside Painting : Weather Coat

8. Doors : (a) Wooden Frame (Sal Wood) of each door.

(b) Commercial flash door with Teak ply pasting and polished.

(c) Aluminum Tower Bolt

(d) Hasbold Handle for door for bedroom

(e) Electrical bell point

9. Windows : Aluminum Sliding windows with (3mm) white clear glass and grill of good quality.

10. Toilet Fitting :

(a) One W.C. and white commode with white P.V.C. cistern.

(b) One white porcelain washbasin.

(c) One Shower.

(d) Two Taps.

11. Kitchen : The Kitchen will have a cooking platform with black stone, sink(stainless steel) with water connection, one point with bib-cock, will be provided in the kitchen, glazed tiles will be in front of cooking base (6'0"-2'6") with marble flooring.

12. W.C. : (a) One European White commode with white P.V.C., cistern,

(b) One Tap

13. Stair Case & Floor : (a) Stair Case marble floor will be provided with railing with wooden handle.

(b) Cabin for electric meter.

(c) 4" thick (average) lime tracing will be provided roof slab/or tiles.

(d) 3' height parapet wall will be provided all round the roof.

(e) The staircase and the floor of the flat will be by marble finishing.

15. Sanitation & Cleanliness : Proportioned expenses of all owners/occupiers after competition of construction.

16. Electricals : Concealed wiring with copper wires wiring for installation.

a) Each bed room : 2 light points, 1 fan point, 2 plug points (5 amp), 1 A.C. point.

b) Living/Dining : 2 light points, 2 fan point, 2 plug points (5 amp)

c) Kitchen : 1 light, 1 exhaust fan point (5 amp), 1 power point (15 amp).

d) W.C. : 1 light point (5 amp)

e) Toilet : 1 light, 1 exhaust fan point (5 amp), 1 plug point (15 amp).

f) Each Balcony : 1 light point (5 amp)

g) Required points for pump, stair, common passage and roof.

17. Lift : Lift of 4 Persons

18. Water Supply ; One R.C.C. Overhead Reservoir provided on the top of the last roof as per design..

The suitable electric pump with motor will be installed at the ground floor to deliver water to overhead reservoir from R.S.M. Supply.

All the above technical specification is subject or being approved by Kolkata Municipal Corporation Authority and the same may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer and Owner/Purchaser.

Anything extra if demanded by the Owners or intending Purchaser apart from the technical specification given is Fourth Schedule that shall be made or done by the cost of the Owner/Purchaser.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES :-

1. M Sengupta
w/o Sri Partha Sarathi Sengupta
S-55, Kandohari,
Purbapara, Garia
Kolkata - 84

P. S. Sengupta.

SIGNATURE OF LAND OWNER

2. Snehasis Acharyya,
Vill + P.O. - Dhobal
T.S. - Jaynagar
PIN - 743337 -

SOUMYA CONSTRUCTION

Soumyajit Maiti

Proprietor

SIGNATURE OF DEVELOPER

Drafted by:-

Bodhisatwa Basu
BODHISATWA BASU WB 2138/09

Alipore Police Court

Kolkata- 700 027

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Soumyajit Maiti*.....



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *P. S. Sengupta*.....

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160503235 for the year 2019.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2019.06.12 13:51:57 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 12/06/2019 13:51:34
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)