



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

48AB 289400

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT FOR DEVELOPMENT is made on this the  
13<sup>th</sup> day of December, Two Thousand Twenty Two (2022) BETWEEN

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Agarwal

Director

**NITU AGARWAL**, w/o Kushal Agarwal, PAN NO. AJAPA5539M, AADHAAR NO. 969615759799, by faith - Hindu, by occupation - Housewife, residing at 3 no. Vidyasagar Sarani, Garfa, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075 District: 24 Parganas (South), hereinafter called and referred to as "OWNER/FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

**ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having its registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of its directors **Mr. Kailash Chand Agarwal**, s/o Late Sukh Ram Agarwal, PAN NO. ACLPA2104N, AADHAAR NO. 385398680029, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 3 no. Vidyasagar Sarani, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), hereinafter called and referred to as the "DEVELOPER/SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said company and its executors, representatives, administrators and assigns) of the OTHER PART and herein after to as the "DEVELOPER".

**WHEREAS** the then landlords Anadi Das and Atindra Nath Das and others filed a rent suit No. 276 of 1935 in the Court of the Ld. First Munsif at Alipore against Syed Ahmed Hossain and Jobeda Khatun Bibi and others for realisation of arrear rent respect of the property comprised R.S. Dag No. 4159 relating to D.S. Khatian No. 206 and R.S. Khatian No. 1710, Mouza- Kasba, Police Station at present Kasba (previous Police Station Tollygunge) in the District of 24-Parganas.

**AND WHEREAS** the said Suit no. 276 of 1935 was decreed and the property involved in the said suit was put to auction Sale and one Sri Dinesh Chandra Choudhury son of Late Nishi Kanta Chowdhury of no. 141, Jatin Das Road, P.S. Tollygunge purchased the property relating to the said suit, on auction and took delivery of Khas possession thereof through Court.

**AND WHEREAS** the Judgment Debtor filed Suit no. 123 and 129 Of 1941 in the said court for setting aside the sale and succeeded.

**AND WHEREAS** thereafter the said auction purchaser filed Miscellaneous Appeal in the proper Court against the Judgment of the lower court and succeeded, thereafter the judgment debtors filed petitions no. 1783 and 1784 of 1942 before the Hon'ble

Nitu Agarwal

Kailash Chand Agarwal  
ANJANEYA BUILDERS & PROMOTERS PVT LTD

High Court at Calcutta for revision of the Judgment of the lower court and after hearing, both the revision petitions were dismissed on contest.

**AND WHEREAS** thereafter the auction purchaser had been enjoying absolute right and exclusive possession over the land purchased by him on auction sale, a part of which is the portion of the land fully described in the schedule 'A' of the said Deed of Conveyance.

**AND WHEREAS** one Hiran Bala Chowdhury wife of Dinesh Chandra Chowdhury resident of Tollygunje purchased some land comprised in Dag No. 4160 pertaining to Khatian No. 434 and 511 in Mouza - Kasba, P.S.- at present Kasba, District - 24 Paraganas, by Deed no. 1914 for 1941 and Deed No. 6857 for 1941 and registered at Sadar Registration Office at Alipore.

**AND WHEREAS** one Dinesh Chandra Chowdhury husband of Hiran Bala Chowdhury purchased some land including 0.33 decimals of land of R.S. Plot No. 4159 under D.S. Khatian No. 206 corresponding to R.S. Khatian No. 1710 of Mouza- Kasba, P.S.- Kasba, District- 24 Paragans (S) in auction on 15.7.1940 in Rent Execution Case No. 66 of 1939 of the First Court of Munsif at Alipore.

**AND WHEREAS** the auction purchase was duly confirmed by the Ld. Court on 17.8.1940 and whereas the auction purchaser Dinesh Chandra Chowdhury got possession of the said auction purchased land on 10.9.1940 through Court.

**AN WHEREAS** the said Hiran Bala Chowdhury and Dinesh Chandra Chowdhury jointly executed one Deed of Conveyance on 20.9.1947 registered in the Office of the Sub Registry Office at Alipore, and recorded in Book No. - I, Volume No. 51, pages 174 to 190 Being No. 2863 for the year 1947 All that piece and parcel of 3 bigha 4.5 cottahs in favour of Subodh Kumar Dutta s/o Late Jnanendra Nath Dutta whereby they sold and transferred their respective right title and interest in the Land in R.S. Dag No. 4160 under D.S. Khatian No. 434 and 511 (corresponding to R.S. Khatian No. 2279 and Dag no. 4159 under D.S. khatian no. 206 corresponding to R.S. Khatian No. 1710) of Mouza- Kasba, J.L. No. 13, Touzi no. 145, P.S.- Kasba, District- 24 Paragans (S) to Subodh Kumar Dutta.

**AND WHEREAS** Sri Ashok Kumar Das the erstwhile owner purchased All that piece and parcel of demarcated 4 cottahs 15 chittacks 11 sq.ft. agricultural land comprised in R.S. Dag No. 4160 under D.S. Khatian No. 434 and 511 corresponding to R.S. Khatian No. 2279 of Mouza- Kasba, J.L. No. 13, Touzi no. 145, P.S.- Kasba, District- 24 Paragans (S) by virtue of a Deed of Conveyance on 23.8.1985 registered in the Office of the Sub Registry Office at Alipore, and recorded in Book No. - I, Volume No. 133, pages 227 to 230, Being No 7527 for the year 1985.

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Agarwal

Director

**AND WHEREAS** Sri Ashok Kumar Das the erstwhile owner during stay over the All that piece and parcel of land measuring about **4 ( Four) cottahs 15 chittack 11 sq.ft. more or less land** comprised in R.S. Dag No. 4160 under D.S. Khatian No. 434 and 511 corresponding to R.S. Khatian No. 2279 of Mouza- Kasba, J.L. No. 13, under K.M.C. ward no. 106 being premises no. 550, P. Majumder Road and mailing address 21/14 & 15/B Purbachal Canal South Road, Kolkata-700078, District - South 24 Paraganas converted changed the character of the land from shali to bastu by virtue of a certificate of mutation dated 9.10.2018 and also prepared a building plan vide no. 202012027 dated 15-12-2020 from the K.M.C. Be it mentioned that while taking the physical measurement of the land it was found that there is **4 ( Four) cottah 15 chittack land instead of 4 ( Four) cottah 15 chittack 11 sq.ft. more or less land.**

**AND WHEREAS** Sri Ashok Kumar Das the erstwhile owner while seized and possessed of All that piece and parcel of land measuring about **4 ( Four) cottah 15 chittack more or less land** under Mouza - Kasba, J.L. No.13, Touzi No.145, R.S. Dag No. 4160, R.S. Khatian No. 2279, under K.M.C. ward no. 106 being premises no. 550, P. Majumder Road and mailing address 21/14 & 15/B Purbachal Canal South Road, Kolkata-700078, District - South 24 Paraganas sold the sold the entire land to the owner herein by virtue of a Deed of Conveyance executed on ..... 2022 and registered in the Office of the D.S.R.- III, at Alipore recorded in Book No.- I, Volume No. ...., pages from ..... to ..... Being No. .... for the year 2022.

**AND WHEREAS** during her stay over All that piece and parcel of land measuring about **4 ( Four) cottah 15 chittack more or less land** under Mouza - Kasba, J.L. No.13, Touzi No.145, R.S. Dag No. 4160, R.S. Khatian No. 2279, under K.M.C. ward no. 106 being premises no. 550, P. Majumder Road and mailing address 21/14 & 15/B Purbachal Canal South Road, Kolkata-700078, District - South 24 Paraganas, she mutated her name in the records of the Kolkata Municipal Corporation vide Assessee no. 311061805507 and thereafter decided to erect a multi storied structure over the said land, but due to paucity of money and her inexperience she was in search of a Developer, for the sake of brevity the land is to be herein after referred to and called as **"THE SAID PROPERTY"** morefully described and written in the **FIRST SCHEDULE** hereunder.

**AND WHEREAS** knowing the said intention of the owner herein and her inability to construct a building, the Developer herein approached the owner herein to develop the said property after offering the terms and conditions mentioned hereto, being satisfied regarding the free and marketable title of the said property belonging to the Owner herein relying upon all the documents, deeds, affidavits etc. supplied by the Owner herein as per requisition of the Developer herein in respect of the said property.

**AND WHEREAS** being satisfied with the reputation and credentiality of the Developer herein by Owner herein, she decided and nominated the Developer herein to

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Nitu Agarwal

Kaishik Agarwal

Director

develop the said property on the terms and conditions hereunder written.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows :-

**ARTICLE - I, DEFINITION**

1. **OWNER** - shall mean **NITU AGARWAL**, w/o Kushal Agarwal, PAN NO. AJAPA5539M, AADHAAR NO. 969615759799, by faith - Hindu, by occupation - Housewife, residing at 3 no. Vidyasagar Sarani, Garfa, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075 District: 24 Parganas (South) and her respective heirs, executors, administrators, legal representatives and assigns.
2. **DEVELOPER** - shall mean **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors **Kailash Chand Agarwal**, s/o Late Sukh Ram Agarwal, PAN NO. ACLPA2104N, AADHAAR NO. 385398680029, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 3 no. Vidyasagar Sarani, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said company and it's executors, representatives, administrators and assigns).
3. **THE SAID PROPERTY** - Shall mean All that piece and parcel of land measuring about 4 (**Four**) **cottah 15 chittack more or less land** under Mouza - Kasba, J.L. No.13, Touzi No.145, R.S. Dag No. 4160, R.S. Khatian No. 2279, under K.M.C. ward no. 106 being premises no. 550, P. Majumder Road and mailing address 21/14 & 15/B Purbachal Canal South Road, Kolkata-700078, Assessee no. 311061805507, K.M.C. ward no. 106, District - South 24 Paraganas.
4. **OWNER'S ALLOCATION** - The Developer shall allot the Owner Entire First Floor and Flat No. 2A which is situated in the North East side of the 2<sup>nd</sup> Floor, three number car parking area and forfeit amount of Rs. 70,00,000/- (Seventy Lakhs) only.
5. **DEVELOPER'S ALLOCATION** : Shall mean that the Developer will take the rest portion of the constructed area in the new building.
6. **ENGINEER/ARCHITECT** : Shall mean such person or persons who shall be appointed by the Developer for supervising the construction of the building.
7. **BUILDING PLAN** - Building plan drawn by the Architect.
8. **COMMON EXPENSES** - shall mean and include proportionate share of the cost.

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT. LTD.

Kailash Chand Agarwal

Director

fees, charges and other outgoings charges and expenses for working, maintenance upkeep, repair and replacement of the common parts, common amenities in the new building from the date of possession thereof.

9. **SALEABLE SPACE** : shall mean the space developers allocation of the sanctioned area including stairs, lift, and passage in the new Building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof and after providing the Owner's allocation in a habitable manner.

10. **COMMON AREAS AND COMMON FACILITIES** - Shall include stairways, passageways, on the Ground Floor, roof, water pump and motor and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the new building which shall always remain as joint property of the Owner and/or their nominee or nominees or legal heirs and the Developer and/or its respective nominee or nominees.

11. **OLD BUILDING** : shall mean the said old structure standing at the said property.

12. **NEW BUILDING** : shall mean the proposed **multistoried building** consisting of several flats/spaces and other structures which the parties hereto propose to erect in or upon the said property.

13. **TIME** : Shall mean the completion of the construction work i.e. **24 months** from the date of obtaining sanction plan and the same may be extended for more 6 months as per consent of both the parties.

14. **ROOF** : shall mean and include the entire open space of the ultimate roof and/or top of the new building, excluding the space required for installation of the overhead tank, T.V. Antenna/satellite disk, stair-case cover and other facilities.

15. **TRANSFeree** : shall mean the person or persons to whom any space in the building has been agreed to be transferred.

16. **ENCUMBRANCES** : shall mean charges, liens, lispence, claims, liabilities trusts, demands, acquisitions and requisitions of Government and public authorities.

17. **FORCE MAJURE** : shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike lock out etc.

18. **SUPER BUILT UP AREA** : shall mean and include total constructed flat area along with proportionate common passage, stair cases and landings etc.

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Nitu Agarwal

Kaish and Arun

Director

**19. SINGULAR NUMBER** : shall include the plural and vice-versa.

**ARTICLE - II, COMMENCEMENT**

This agreement shall be effective from the date hereof.

**ARTICLE - III, OWNER'S RIGHTS AND REPRESENTATION**

1. The Owner is solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said premises and have agreed to make over and deliver to the Developer the possession of the said premises for the purpose of the development (including Preliminary work) on the terms and conditions hereinafter stated.
2. The Owner have a good, clear absolute marketable title to enter into this Agreement with the Developer.
3. None else other than the owner have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
4. No notice of acquisition or requisition have been received or has been served upon the Owner nor the Owner is aware of any such notice or order of acquisition or requisition in respect of the said premises or property or any part thereof.
5. That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
6. That the Owner is solely responsible for handing over the vacant possession of the said Premises to the Developer for construction purpose i.e. construction of the Building on the said premises.
7. That the Owner shall have every right to inspect the progress of construction work time to time without disturbing the construction work in any manner whatsoever.

**ARTICLE - IV, DEVELOPER'S RIGHTS**

1. The Owner hereby grant subject to what has been hereunder provided exclusive right to the Developer to construct the New Building thereon in accordance with the building plan with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right title or interest in respect thereof to the Developer other than an exclusive license for the purpose of development of the said premises in terms hereof and to deal with it's allocation after providing the Owner's allocation as per the terms of these presents.

**ARTICLE - V, POSSESSION**

1. Possession of the said premises will be handed over by the Owner on the date of signing this Development Agreement to the Developer for construction purpose on the said plot of land as per the terms of this Development Agreement.

ANJANEVA BUILDERS & PROMOTERS PVT LTD

Nitu Agarwal

Kaishal Ashu

Director

2. The Developer after obtaining the possession of the said premises from the Owner shall issue a letter for possession of the said premises to the Owner.

**ARTICLE - VI, PROCEDURE**

1. Development Power of Attorney : The Owner shall grant proper authority to the Developer by executing a Development Power of Attorney duly registered as may be required by the Developer for the purpose of the construction of the new building on the said premises and represent the Owner for all purpose in connection with the construction work of the said building before the appropriate authorities along with execution of and registration of Agreement for Sale and Deed of Conveyance of Flats and other spaces within the Developer's allocation of the said Building provided the same shall not create any financial liabilities upon the Owner for construction of the New building in any manner whatsoever.
2. Further Acts : Notwithstanding grant of the aforesaid Power of Attorney the Owner hereby undertakes that the Owner will sign all papers, documents, plans, modified plans, deeds etc. required for the construction of the New building at the Developer's cost as per requisitions of the Developer.

**ARTICLE - VII, BUILDING**

1. The Developer shall at its own cost and expenses construct erect and complete the building at the said premises in accordance with the Building Plan, modified building plan and in conformity with such specifications, with the best basic materials with an intent that the said building will be a decent and strong residential building with fittings and fixtures as are mentioned in the FIFTH SCHEDULE hereunder written.
2. Subject to the aforesaid the decision of the Architect engaged in the said project appointed by the Developer regarding the quality of the basic building materials shall be final and binding on the parties hereto.
3. The Developer at its own cost and expenses shall be authorized in the name of the Owner to apply and obtain quotas, and other allocations for cement, steel, bricks and other building materials, allocable to the Owner for the construction of the building and similarly apply to obtain temporary and permanent connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to newly built up building and other inputs and facilities required for the construction and enjoyment of the building.
4. The Developer at its own cost, fees, charges and expenses construct and complete the said new building and various units and/or apartments therein provided the Developer shall get the vacant possession of the said premises from the Owner.

**ARTICLE - VIII, DEALING OF SPACE IN THE BUILDING**

1. The Developer shall on completion of the new building put the Owner into undisputed possession of the Owner allocation **TOGETHER WITH** the rights in proportionate share of land, common areas, facilities and amenities. The Owner's Allocation shall be completed in all respects and shall be provided with the fixture &

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Agrawal

Director



fittings and all amenities as set out in the **FIFTH SCHEDULE** hereinafter stated.

2. The Owner shall be entitled to transfer or otherwise deal with the Owner's allocation in the new building to be constructed by the Developer after getting the Owner's allocation from the Developer.
3. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to alter, reshape, remodel, transfer or otherwise deal with or dispose of the same to a good person without any prior information to the Owner herein and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.
4. After completion of the building in all respect and after handing over the Owner's allocation in the Building by the Developer the Owner or her Constituted Attorney shall execute the Deed of Conveyance or Conveyances as Vendor in favour of the Developer or its nominee or nominees in such part as shall be required for the Developer's allocation PROVIDED HOWEVER the cost of such conveyance or conveyances, including stamp duties and registration fees and expenses and all other legal expenses shall be borne and paid by the Developer or his nominee or nominees.
5. That the Developer shall deal with the local hazard, fire, any accidents, hospitalization and medical etc. and take appropriate insurance coverage as warranted or essential.

**ARTICLE - IX, COMMON FACILITIES**

1. After completion of the new building as per Building Plan and specification, the Developer shall handover the allocation to the Owner as mentioned in the Second Schedule hereto and the remaining portion of the Building shall be the exclusive right of the Developer. The Owner and the Developer shall punctually and regularly pay the rates and taxes for his respective portion to the appropriate authorities and both of them shall keep each other indemnified against all claim, action, demand, cost, charges, expenses whatsoever.
2. Any transfer of any part of the Owner's allocation in the new building shall be subject to the provisions hereof and the party of the Owner thereafter be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to him/them.

**ARTICLE - X - COMMON RESTRICTION**

1. The Owner's Allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation in the building intending for common benefits of all the occupiers of the building, which shall include the following.
2. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use for any purposes which may cause any nuisance or hazard to the other occupiers of the building.
3. Neither party shall demolish or permit to be demolished any wall or any structure in their respective allocation or any portion thereof or make any structural alteration either

Nitu Agarwal

Kaishik Agarwal  
ANJANEYA BUILDERS & PROMOTERS PVT LTD  
 Director

major or minor therein which will affect the other owner/owners without the written consent of Owner/owner and others.

4. Neither party shall transfer or permit to be transferred of his/her/their respective allocation or any portion thereof unless.

a) Such party shall observe and perform all terms and conditions on their respective parts to be observed and/or performed.

b) The proposed transferee shall give a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in respect to area in his/her/their possession.

5. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation/ violation and/or breach of any of the said laws, bye-laws, rules and regulations.

6. The respective allottee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling etc. of their respective allocations in the building in good working condition and repair and in particular not to cause any damage to the building or any other space or accommodation therein.

7. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

8. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.

9. Neither party shall throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulate in or about in the Building or in the compound, corridors or any other portion of the building.

#### ARTICLE - XI - OWNER'S OBLIGATION

1. The Owner doth hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from making Agreement for Sale and /or disposing its part (Developer's allocation) of the building or at the said Premises.

2. The Owner doth agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer subject to the condition that owner has every right to inspect the construction time to time progress of construction.

3. The Owner doth agree and covenant with the Developer not to let out, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction and till the date of completion of the total transaction in pursuance of these presents.

4. The Owner and her property will not be liable for or responsible for any financial

Nitu Agarwal

Kuldeep Agarwal  
DIRECTOR  
ANJANEYA BUILDERS & PROMOTERS PVT LTD

obligation of the Developer towards any bank/financial institution or any individual in any manner whatsoever and similarly the Developer will not be liable for any financial obligation of the owner towards any bank/financial institution or any individual in any manner whatsoever.

**ARTICLE - XII, DEVELOPER'S OBLIGATION**

1. The Developer hereby agrees and covenants with the Owner to complete the construction work of the Building on the said premises within 24 months from the date of obtaining the sanctioned building plan. If the said project is not completed within the aforesaid stipulated time in that case the owner shall extend the said period for another 6 months after 24 months for completion of the total project and after the completion of the 30 months from the date of sanction of the plan if the construction is not completed by the Developer then the Developer will pay Rs. 25,000/- per month to owner for each months delay.

2. The Developer shall not have any right, title and interest in the Owner allocation together, with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner.

3. That firstly the Developer will have to deliver the entire completed possession of the Owner's allocation in the Building then the Developer will be entitled to deliver the possession of the Flats and other spaces within the Developer's allocation in the Building to third party but the Developer will be entitled to enter into any Agreement for Sale of Flats and other spaces within the Developer's allocation with any Intending Purchaser or Purchasers and to receive the advance / booking money and/or consideration money for the sale of the same within the Developer's allocation prior to handing over owner's allocation.

The Developer shall not be entitled to deal with the Owner's allocation of the Building to be constructed on the said premises and it is within the discretion of the Owner.

4. The Developer shall assign the benefits of this agreement to any person/body/firm but the Developer shall execute the construction work of the new building to be constructed on the said premises by appointing Engineer, Architect, Supervisor and workmen for completion of all works of the building to be constructed on the said premises.

5. After completion of construction, in accordance with the building plan the Developer is bound to deliver the owner' allocation first, then the Purchasers/Intending Buyers or other from the developer's Allocation.

**ARTICLE - XIII, OWNER'S INDEMNITY**

The Owner doth hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance from the Owner, provided the Developer shall perform and fulfill all the terms and conditions herein contained and/or their part to be observed and performed.

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Agrawal

Director

**ARTICLE - XIV, DEVELOPER'S INDEMNITY**

The Developer doth hereby undertake to keep the Owner and her legal heirs and nominees indemnified against all actions cost suits and proceedings and claim that may arise out of the Developer's acts, deeds, matters, things, affairs, commission or otherwise with regard to the development of the premises and/or in the matter of construction of the said building and/or defect therein.

**ARTICLE - XV, MISCELLANEOUS**

1. The Owner and the Developer have entered into this Development Agreement purely as Joint Venture basis.
2. It is understood from time to time to facilitate uninterrupted Construction of the building by the Developer various deeds, documents, matters and things not herein specified may be required to be done and various application and other documents may be required to be signed by the Owner relating to which specific provision may not have been mentioned herein the Owner hereby undertakes to do all such acts, deeds, matters and things and the Owner hereby undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the Owner and/or against the spirits of these presents.
3. The Owner shall not be liable for any Income-tax, property Tax or any other taxes in respect of the Developer's allocation which is the sole responsibility of the Developer but the owner will be liable to pay the GST imposed upon her allocation and the Developer shall always keep the Owner indemnified against all actions/claims, suits proceedings, cost, charges and expenses in respect thereof.
4. Any notice required to be given by the Developer to the Owner shall without prejudice to any other mode of service available be deemed to have served on the Owner if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last known address of the Owner and vice-versa.
5. From the date of handing over possession of the new building each party shall be liable to pay and bear proportionate share of rates and taxes in respect of each respective spaces.
6. As soon as the building is completed in accordance with the building plan within the time herein above mentioned the Developer shall give Possession Letter to the Owner regarding handing over of the Owner's allocation in the new building and simultaneously hand over the Owner's allocation in the new Building.
7. The building proposed to be constructed by the Developer shall be made at its own cost and expenses fully in accordance with the specification as mentioned and described in the Fifth Schedule hereunder written.
8. During the period of construction of the proposed multi storied Building, if any local disturbances arises, the Developer is responsible to clear up the litigation at it's own cost and expense, the owner shall extend all possible co-operation for clearing up the litigation.

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Ashraf

Director

9. The Owner shall pay the rates and taxes in respect of the said property upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of taking over the possession of the said premises from the Owner till the date of handover of Owner's allocation in the Building to the Owner and the Owner is liable to pay the rent and taxes in respect of the Owner's allocation of the Building from the date of taking over the said allocation. After allotment of Owner's allocation to the Owner, the Developer shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.

10. The original title deeds, Tax Receipts of the K.M.C. including Mutation Certificate, receipt and other related deeds and documents in respect of the said property shall be delivered by the owner to the Developer at the time of execution of this Development Agreement and the Developer shall return the said original documents after completion of the said project.

**ARTICLE XVI - ARBITRATION :**

- I. Save and except what has been specifically stated hereunder all disputes and differences between the parties hereto arising out of this agreement shall be adjudicated by reference to arbitration appointed by appointing Arbitrator by both the sides herein and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation act, 1996 and its statutory modification and/or reenactments thereof from time to time.
- II. Notwithstanding the arbitration clause as referred to hereinabove the right to use for specific performance of this contract by one party against the other shall remain unaltered.

**ARTICLE - XVII, JURISDICTION**

For adjudication of dispute, and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or building the Ld. Court having jurisdiction over the said property will be the actual forum.

**ARTICLE - XVIII, FORCE MAJEURE**

1. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent in respect of existence of 'Force Majeure'.
2. Force Majeure shall mean flood, earthquake, Labour Strike, local problem, tempest and/or other act or commission beyond the control of the parties hereto.
3. In case of Force Majeure, the time for completion of the construction of the new building shall be extended mutually in writing.
4. Time is the essence of contract herein.

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Agarwal

Director

**FIRST SCHEDULE ABOVE REFERED TO****(The said Land /Property)**

All that piece and parcel of land measuring about **4 ( Four) cottah 15 chittack more or less land** under Mouza - Kasba, J.L. No.13, Touzi No.145, R.S. Dag No. 4160, R.S. Khatian No. 2279, under K.M.C. ward no. 106 being premises no. 550, P. Majumder Road and mailing address 21/14 & 15/B Purbachal Canal South Road, Kolkata-700078, Assessee no. 311061805507, K.M.C. ward no. 106, District - South 24 Paraganas, together with all rights of easements and appurtenances along with right over the road etc. along with all existing electrical connection, water connection, all electrical and plumbing installations, drainage, sewerages, existing overhead and underground water reservoirs, septic tank etc. and other civil amenities and facilities in the said Premises within the limits of The Kolkata Municipal Corporation, Ward No. 106, Borough No. XII, particularly delineated and marked in RED in the annexed Plan, which is butted and bounded as follows

**On the North :** 16 ft. wide KMC Road

**On the East :** Part of Plot No. 12

**On the West :** Part of Plot No. 16

**On the South :** Part of C.S. Dag No. 4269.

Road Zone : (Khal Parh -- Purbachal Rd),

**SECOND SCHEDULE ABOVE REFERRED TO****PART :: I****OWNER'S ALLOCATION**

**OWNER'S ALLOCATION** - The Developer shall allot the Owner Entire First Floor and Flat No. 2A which is situated in the North West side of the 2<sup>nd</sup> Floor, three number car parking area and forfeit amount of Rs. 70,00,000/- ( Seventy Lakhs) only.

**PART :: II****DEVELOPER'S ALLOCATION**

Shall mean that the Developer will take the rest portion of the constructed area in the new building.

**THIRD SCHEDULE ABOVE REFERRED TO****A. CONCRETE WORK:**

1. R.C.C. framed structure as per design.

**B. BRICK WORK:**

1. All external walls to be 200 mm thick with 1:6 cement sand ratio property cured.
2. All internal walls 75 mm / 125 mm thick with 1:6 cement sand ratio properly cured.
3. Bricks should be supplied by Promoter standard quality.

Nitu Agarwal

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kaishik Agarwal

Director

**C. PLASTERING AND FINISHING:**

1. All external and internal walls to be provided plaster of Paris of properly cured.

**D. DOORS:**

1. All door frame to be 2.½" X 3" made of Sal wood properly seasoned.
2. All main entrance doors should be of flush door type.
3. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make.
4. Toilet door will be Flush Door.

**E. WINDOWS:**

1. Windows are of Aluminum made with glass panels (sliding).
2. M /S BOX grills of approved design by the architect for extra charges provided by the Purchaser.

**F. FLOORING:-**

1. 600 MM x 600 MM Vitrified Tiles flooring to be laid on all rooms, kitchen toilets/bath rooms and to skirting 4" high.
2. Stair Case flooring will be finished by Marble or Vitrified Tiles with skirting 4" high.

**G. PAINTINGS AND DECORATION:-**

1. Plaster of Paris finishes on all internal walls over plaster.
2. White washing to the interior surface of staircase, landing, garage etc.

**H. SANITARY & PLUMBING:-**

1. TATA pipe G.I. pipes I.S.I. approved and C.P. bib cocks and stop cocks local made reputed Company .
2. Each toilet is to be provided with:-
  - (a) White porcelain wash basin with C.P. waster fittings P.V.C.
  - (b) C.P. Bib cock - 2 nos. and 25 dia P.V.C.
  - (c) One hot water line with all fitting excluding Geysers.
3. E.T.W.C. white porcelain including approved seat cover ' and P.V.E. low down cistern with all fitting fixtures complete.
4. Stainless steel shower rose wall type with control valves.
5. All PVC pipe, Bip Cock and Metal G.I. to be of good Company.

**I. KITCHEN:-**

1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
2. 100 dia floor trap 1 nos.
3. Kitchen counters will be provided with Black stone and back wall to be finished

with wall tiles of 3'-0' high along with steel sink on the adjacent wall.

**J. ELECTRICITY:**

1. All electric wire and cable be of copper and all specification and workmanship as per I.S. rules.
2. Building is be provided with earthing.
3. Electric Switches fitting:
4. 1 Bedroom is to be provided two light points, one fan point, one plug point.
5. Drawing room is to be provided two light points, one fan point, one plug point, one Refrigeration point and one Cable T.V. point.
6. One light point, one exhaust fan point and one plug point will be provided Kitchen room.
7. One light point, one Geyser point, one exhaust fan point and one plug point is be provided in the Toilet.
8. Door entrance will be provided on the outside of the flat.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE COMMON PORTIONS AFTER CONSTRUCTION OF THE NEW BUILDING ON THE FIRST SCHEDULE PROPERTY)**

**I) Areas :**

- a) Entrance and exits.
- b) Boundary Walls and Main Gate of the Premises.
- c) Staircase, stair case landing stair head room and lobbies on all the floors of the Building.
- d) Entrance lobby, electric/utility room, water pump room.

**II) Water, Pumping and Drainage:**

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, under ground and overhead water reservoir together with all common plumbing installations for carriage of any unit.

**III) Electrical installations :**

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

- IV) Others : Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner.

- V) Roof : The roof of the building should not be used for commercial purpose.

*Nitu Agarwal*

ANJANEYA BUILDERS & PROMOTERS PVT LTD

*Kaishik Agarwal*

Director



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

**SIGNED, SEALED & DELIVERED**

at Kolkata in presence of :

**WITNESSES :**

1. Partha Shaw  
P.O. Vill, Southyogita  
P.S. - Ranuipur  
Dist - 24 Pgs (2)

Nitu Agarwal

SIGNATURE OF OWNER

2. Anandeep Chakrabarty  
Flat 2A, CC-208  
P.S. Newtown  
Kolkata - 700156

ANJANEYA BUILDERS & PROMOTERS PVT LTD  
Kaishik Chakrabarty

Director

SIGNATURE OF DEVELOPER

Drafted by :

Advocate  
Alipore Judges' Court,  
Kolkata - 700027.