

kitchen, one dining, two toilets Owner no.1 Smt. Jharna Halder shall get one self contained residential flat on the ground floor, back side, measuring about 550 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets Owner no.8 Sri Ashok Halder shall get one self contained residential flat on the First floor, Flat No. C, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets Owner no.9 Sri Ramesh Chandra Halder shall get one self contained residential flat on the First floor, Flat No. B, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets Owner no.10 Smt. Purnima Das shall get one self contained residential flat on the Third Floor, Flat No. C, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets Owner no.3 Sri Rabindra Halder shall get one self contained residential flat on the Third Floor, Flat No. B, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets Owner no.4, 5 and 6 namely Biswajit Halder, Surajit Halder and Swapna Das shall get one self contained residential flat on the Fourth Floor, Flat No. B, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets Owner no.2 Rima Pailan shall get one self contained residential flat on the Fourth Floor, Flat No. C, measuring about 575 square feet covered area Tiles flooring, consisting of two bedrooms, one kitchen, one dining, two toilets all together with the proportionate share of land underneath and together with all common facilities, amenities attached at the said proposed multi

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storied building upon the **SCHEDULE - 'A'** mentioned property and together with forfeited amount of Rs.2,00,000/- (Rupees Two Lakhs) only shall be paid to Jharna Halder at the time of execution of this Development Agreement.

- 1.13. **DEVELOPER'S ALLOCATION** - Developers shall get rest portion of the total construction area (including roof right) of the said proposed multi storied building as to be sanctioned building plan sanctioned by the Kolkata Municipal Corporation together with proportionate share of land, more fully described in the Schedule - "A" hereunder written and common facilities and as per Specification mentioned in the Schedule - "D" below in habitable condition with the right to use the common areas, amenities and facilities available in the said Property.
- 1.14 **SHIFTING** - That the Developer will provide shifting charges to the owner nos.7, 8, 9 and 10 namely Maya Sarkar, Ashok Halder, Ramesh Chandra Halder, Purnima Das @ Rs.5,000/- (Rupees Five thousand) only per month each till the handover of the possession of owners' allocation in the new building
- 1.15. **TRANSFEROR** - shall mean the Owners for the land and the Developers for the construction part.
- 1.16 **TRANSFeree** - shall mean the person to whom any Flat/Unit, in the Building is intended to be transferred by the **OWNERS** and/or **DEVELOPERS**.

**ARTICLE - II**  
**OWNERS RIGHTS & REPRESENTATIONS**

- 2.1. The said property is free hold and the Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said Property.
  
- 2.2. That the total area comprised in the said Property is **ALL THAT** piece and parcel of Bastu land measuring about 14 decimals equivalent to 08 (eight) Cottahs, 08 (eight) Chittaks be the same or a little more or less, together with 100 square feet brick built stile shed structure standing thereon lying and situated at Mouza – Rajapur, Touzi No.- 109 J.L. No.-23, under C.S. Khatian No.- 339, C.S. Dag No.- 262, corresponding to R.S. Dag No. 303, within the limits of Kolkata Municipal Corporation Ward No. 102, being K.M.C. Premises No. 75, Chittaranjan Colony "A" , P.S.- Jadavpur, District - South 24 Parganas, Kolkata – 700032 together with the all right of easement through the common passage leading to the main road of the land, fully described in the **SCHEDULE "A"** written herein below.
  
- 2.3. The Owners will furnish all the Xerox Copies of all the documents relating to the title of the Owners in respect of the said Property to the Developers upon signing of a registered Development Agreement alongwith the Development Power of Attorney. The Developers shall be entitled to have the original documents when required and shall return said documents after completion of the said purpose but the Developers having no right to create any mortgage of the said documents before any financial intuition.

- 2.4. The Owners shall not create any encumbrances of any nature whatsoever on the said Property or any part thereof and undertake not to sell, dispose off, alienate or deal with the said Property or any part thereof save and except putting the Developers in possession of the said Property for the purpose of development, pursuant to this Development Agreement. However, the Owners shall be entitled to deal with any part of the Owner's Allocation on or before delivery of the same by the Developer. Be it mentioned here the Developers will first hand over possession to the Owners' in respect of the Owner's Allocation and thereafter to the other person or persons but the Developers have every right to enter into any Agreement with any intending buyer or buyers in respect of Developer's Allocation.
- 2.5. The Owners shall put the Developers into possession of the said Property simultaneously with the execution of the registered Development Power of Attorney and the Developers shall issue a Certificate in favour of the Owners to that effect.
- 2.6. The Developers will be deemed to be in possession of the said Property and will be free to do, all acts, deeds and things required for the development of the said Property as per Sanctioned Plan at its own costs, expenses and risks.
- 2.7. That with the consent and approval of the Owners the Developers will prepare through their appointed architect and submit a multi storied Building Plans in the name of the Owners or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses

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relating to approvals, permissions and sanctions will be wholly borne and paid by the Developers.

- 2.8. The Owners will convey and/or transfer the proportionate share in the total land appertaining to the Developer's Allocation, free from all encumbrances to the Developers or the persons nominated by the Developers.
- 2.9. The Owners shall become absolutely entitled to deal with their allocation as and when required from time to time, and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

### ARTICLE - III

#### **(DEVELOPER' RIGHT & REPRESENTATION)**

- 3.1. The Developers shall complete the newly multi storied building to be constructed within 30 months from the date of sanction of the building plan and/or getting free vacant possession of the Property from the Owners, whichever is later, unless prevented by the circumstances as beyond the control of the Developers and the Developers may get additional time for B.L. & L.R.O and Kolkata Municipal Corporation mutation of the said property.
- 3.2. The Owners hereby grant, subject to what has been hereinafter provided, the exclusive right to the Developers to build, construct, erect and complete the Building at the said Property and commercially exploit the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any other means from the Developer's Allocation in accordance with the Building Plans to be sanctioned by The Kolkata Municipal Corporation

with or without amendments and/or modifications made or caused by the Developers with approval of the concerned authority.

- 3.3. The Developers shall be entitled to prepare modify and/or alter the Building Plans in consultation with the Owners and to submit the same to concerned authority in the name of the Owners at the costs and expenses of the Developers and the Developers shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said Property. However if on the request of any prospective Purchaser/s, any particular internal modification/ alteration is made in that event, the Purchaser/s of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification/ alteration to the concerned office.

**PROVIDED HOWSOEVER** if the owners fail to deliver vacant peaceful possession for construction of a new multistoried building at the said Property in that event the Developers shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the Developers for construction. The Owners hereby undertake that if such refund of payment and/or deposits is made in the names of the Owners, as the Building Plans will be submitted in the name of the Owners, the Owners will refund the same to the Developers immediately after receipt of such notice.

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- 3.4. The Developers declare and undertakes that he will develop the entire Property by construction of one multi storied building of the said Property.
- 3.5. The Developers will construct the said building with new First Class Building materials and good workmanship and with such specifications more fully described/mentioned in the **SCHEDULE "D"** hereunder written and strictly in accordance with Building Plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the Owners and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary Body or Authorities.
- 3.6. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said Property or any part thereof to the Developers or as creating any right, title or interest in respect thereof by the Developers other than an exclusive license to the Developers to commercially exploit the said Property in terms hereto and to deal with the Developer's Allocation in the Building to be constructed thereon in the manner and subject to the conditions hereinafter stated.
- 3.7. Both Party hereby agreed that the Owners will be fully entitled to enjoy the Owners' Allocation and entitled to sell and/or transfer their interest in any manner to any person and the Developers also entitled to sell and/or transfer his interest in any manner to any person and the owners will execute and register Partition Deed among themselves after having owners' allocation.
- 3.8. The Developers shall at their costs and without creating any financial or other liabilities on the Owners, construct, erect and

complete full finished the said proposed Building with sanctioned Plan and as per Specification mentioned below within 30 months from the date of Sanction Building Plan from K.M.C. or from the date of possession of the Property from Owners, whichever is later.

- 3.9. If it is found that any area out of the sanctioned area by The Kolkata Municipal Corporation remains un-constructed on the expiry of total 30 months, as mentioned hereinbefore and if the Developers fail and neglect to hand over the complete allocation of the Owners including proportionate common facilities, enjoyment and amenities the Developers shall give full effort to complete the project within next 12 months without any compensation.
- 3.10. The Developers will be entitled to develop the said Property by constructing Building thereon consisting of Flat / Units / Car Parking Space / Shop Rooms / Garage/Marriage Hall, etc. in accordance with the Building Plans and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of his choice on such terms and conditions or for such consideration as the Developers shall think fit and proper without any interference by the Owners after giving the possession of the owners' allocation. All the consideration money shall be realized and appropriated by the Developers absolutely at his own discretion and the Owners shall have no claim whatsoever against the sale proceeds or any part of Developer's Allocation.
- 3.11. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or



provisions under any statute for carrying out the Construction Work mentioned hereinabove, it would be the responsibility of the Developers to comply therewith at his own costs and expenses and the Owners will extend all possible co-operations and render all assistance, if necessary, to the Developers in complying therewith.

- 3.12. The Owners shall remain responsible to clear all the outgoings, statutory dues of Concerned offices and all other rates and taxes in respect of the said Property till the date of handing over possession to the Developers by the Owners. After getting possession, the Parties hereto shall bear and pay all outgoings in respect of their respective Allocation/ areas in the proposed Building and each Party shall keep the other served, harmless and indemnified in respect thereof.
- 3.13. The Owners will not be in any way responsible for the construction of the Units/Flats comprised in the Developer' Allocation and/or regarding delivery of Units/Flats, nor the Owners will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the Developers and intending Purchaser/Purchasers.
- 3.14. The Developers hereby indemnify and keep indemnified the Owners against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owners on account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

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- 3.15 The Developers affirms to deliver the area allocable to the Owners to be constructed multistoried building as per the Specification mentioned in the **SCHEDULE "D"**.
- 3.16. The Developers at its own risk and cost shall demolish the existing structure and collected debris shall be used by the developer.

#### **ARTICLE - IV**

#### **MISCELLANEOUS**

- 4.1. The Owners immediately after execution of this agreement will execute and will registered a Development Power of Attorney in favour of Developers for manage, control and supervise the Project and to obtain building plan be sanctioned from the respective authority and to sell or transfer the Developer's allocation in favour any third party/indenting purchaser.
- 4.2. The Owners will join as the Party in any Agreement where the Developers may enter any Agreement with the Purchaser/ Purchasers in respect of any Unit/Flats along with common facilities of the Developer' Allocation in the Building, but the Owners need not sign the Memo of Consideration part thereof. Similarly, if required by the Owner, the Developers will join as Confirming Party in respect of any Agreement of Owner's Allocation in the proposed Building.
- 4.3. Upon completion of the development work and after delivery of possession of Owner's Allocation the Owners will make and execute in favour of the Developers or its nominee/s proper