

boundary wall over and around landed property, comprised in R.S. Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to L.R. Khatian No. 1975, 2121/1 & 1864/1 corresponding to present **L.R. Khatian No. 7210 (in the name of SUBASH CHANDRA DUTTA) & L.R. Khatian No. 5440 (in the name of SUBASH CHANDRA DUTTA)**, lying and situated at J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 8, under **Amalgamated Holding No. 11, of Sreenagar No. 1**, under P.S.- Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto and peacefully seized and possessed over the same.

AND WHEREAS while in peaceful possession present Land Owner/First Part herein i.e. **SUBASH CHANDRA DUTTA** expressed their desire to develop the said vacant land by constructing a multi storied building thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the Developer namely "**S.P.D. CONSTRUCTION AND DEVELOPERS**" having Permanent Account Number **AEZFS4772C**, a partnership firm, having its office at Shree Krishna Cinema Hall, P.O.- Badu, P.S.- Madhyamgram, kolkata - 700155, represented by its signatory authority of the firm on behalf of the other partners namely **SRI SHYAM PRASAD DUTTA**, having Permanent Account Number **AEYPD7073C**, Aadhaar No. **5660 2298 4305**, having Voter Id No.

CKW4091500, Son of Late Sukumar Dutta, by religion – Hindu, Nationality – Indian, by occupation – Business, residing at 3 No. Sreenagar, P.O. and P.S.- Madhyamgram, District – North 24 Parganas, Kolkata – 700129, to develop over the said land by constructing a proposed multi-storied building thereupon at the cost and expenses of the Developer and after long bi-lateral talks between them the parties have agreed to develop the said premises on the following terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH as follows:

ARTICLE - I : DEFINITION

1. DEFINITIONS unless in this Agreement there be something contrary or repugnant to the subject or context :

1.1. ARCHITECT shall mean any person or firm appointed or nominated by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.

1.2. LAWYER shall mean any Advocate duly engaged by the Developer.

1.3. BUILDING shall mean the proposed multi-storeyed building with R.C.C. foundation super structure R.C. columns beams slabs, outside wall of 8" (inches), inside wall 5" (inches) and partition wall 5" (inches) and both side sand and cement plaster coating with putty over the plaster of the building to be constructed on the said premises of the land owner according to the drawing plans and specifications approved and duly signed by the land owner and to be sanctioned by the Madhyamgram Municipality and/ or any authority having competence to do the same and

constructed in conformity with the details of construction/specification given in the Fourth Schedule hereunder written.

1.4. BUILDING PLAN shall mean drawing, plans and specification for the construction of the said building to be sanctioned by the competent authority in respect to the said premises for residential cum commercial use and shall include any renewal or amendments hereto and/or modifications thereon made or caused to be made by the developer after due approved and signature of the land owners or any other Government authority at the cost of the Developer.

1.5. LAND OWNERS shall mean and include :

SUBASH CHANDRA DUTTA, having Permanent Account Number **ADTPD6722C**, having Voter ID No. **CKW1463306**, Son of Sukumar Dutta, by religion – Hindu, by occupation – Business, nationality – Indian, residing at Sreenagar 3 No. gate, P.O. and P.S.- Madhyamgram, District – North 24 Parganas, Kolkata- 700129, hereinafter referred to as the **OWNER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns).

1.6. DEVELOPER shall mean and include **“S.P.D. CONSTRUCTION AND DEVELOPERS”** having Permanent Account Number **AEZFS4772C**, a partnership firm, having its office at Shree Krishna Cinema Hall, P.O.- Badu, P.S.- Madhyamgram, kolkata – 700155, represented by its signatory authority of the firm on behalf of the other partners namely **SRI SHYAM PRASAD DUTTA**, having Permanent Account Number **AEYPD7073C**, Aadhaar

No. **5660 2298 4305**, having Voter Id No. **CKW4091500**, Son of Late Sukumar Dutta, by religion – Hindu, Nationality – Indian, by occupation – Business, residing at 3 No. Sreenagar, P.O. and P.S.-Madhyamgram, District – North 24 Parganas, Kolkata – 700129, hereinafter referred to as the **DEVELOPER** (which expression unless excluded by repugnant to the context be deemed to include all their heirs, executors administrators, legal representatives and assigns).

1.7. PREMISES shall mean and include **ALL THAT** piece and parcel of BASTU land measuring about **8 (Eight) Cottah 12 (Twelve) Chittak 36 (Thirty Six) Sq.Ft.** in physical measurement **8 (Eight) Cottah 11 (Eleven) Chittak 20 (Twenty) Sq.Ft.**, more or less, with a concrete boundary wall over and around landed property, comprised in R.S. Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to L.R. Khatian No. 1975, 2121/1 & 1864/1 corresponding to present **L.R. Khatian No. 7210 (in the name of SUBASH CHANDRA DUTTA) & L.R. Khatian No. 5440 (in the name of SUBASH CHANDRA DUTTA)**, lying and situated at J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 8, under **Amalgamated Holding No. 11, of Sreenagar No. 1**, under P.S.- Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto, which is more fully described in the First Schedule herein under written.

1.8. SUPER BUILT UP AREA shall mean the 25% of the entire buildup area i.e. the buildup plinth area of any floor or units including the thickness of internal walls and partitions and also including the thickness of the entire wall if it is exclusively surrounding the unit and 50% thereof whenever it is stand in common with any other unit holder and together with proportionate share of the staircase in lift.

1.9. COMMON FACILITIES shall mean and include corridors, stairways, roof, lift and other space and facilities, whatsoever required for establishment, enjoyment, maintenance and management of the building as shall be determined by the Architect of the building.

1.10. The name of the said Multi-Storied building will be decided by the Developer.

1.11. LAND OWNERS' ALLOCATION Shall mean as follows :-

I. **The owners herein** will get the entire Ground Floor of commercial use and **30% covered area** of each floor i.e. from **First Floor** to **Top Floor**, out of the said proposed multistoried building, to be constructed as per the sanctioned plan from the concern municipality.

II. Proportionate share of the common area.

As with proportionate undivided rights and interest in the land measuring **8 Cottahs 11 Chittaks 20 sq.ft.** on which the said building is erected and built and also rights and obligations in respect of common areas and

facilities along with right of easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act, 1972.

It has been clear that all the expenses (viz. personal electric meter & generator charge alongwith any other government charges) related to the owner's allocation will be borne by owner only. Developer will be not responsible for such any charges.

1.12. DEVELOPER'S ALLOCATION shall mean and include the remaining portion of the said multistoried building [save and except the Owners allocation] i.e. the entire constructed area of the said multi-storey building together with undivided proportionate share of land comprised in the premises except the owner's allocation as aforesaid which is more fully described in the Third Schedule written hereunder.

ARTICLE - II : PLAN

2.1. This agreement shall be deemed to have commenced on and with effect from the date of the execution of these presents subject to availability of plan sanction.

2.2. In consultation with a qualified architect a building plan for the said proposed building is prepared and will be sanctioned by the Madhyamgram Municipality and the owner shall extend their co-operation. The owner shall also execute a registered Power of Attorney in favour of the Developer to develop and to represent the owner from time to time before the competent authority/authorities. The developer shall obtain all permissions and approvals as required by law and bear all costs,

charges and expenses as may be necessary or be required from time to time for the purpose of sanctioning the plan.

2.3. The Developer shall bear and pay all such charges for the sanction of the building as shall be required by the competent authority.

2.4. All application and other necessary papers and document and drawings plans and specification in connection with the construction of the said building shall be signed by the owner and submitted by the Developer who shall pay and bear all fees charges and expenses require to be paid or deposited. And the owner also get permission for Development/Sale permission from the competent authority.

ARTICLE - III : DEVELOPER/PROMOTER'S RIGHTS

3.1. The Developer/Promoter shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their subject to observance of all terms and conditions contained herein.

3.2. The land owner hereby grant subject to what have been hereunder provided, exclusive right to the Developer/Developers to build the proposed new building upon the said premises in accordance with the plan to be sanctioned by the Madhyamgram Municipality and/ or any authority having competence to do the same in the name of the land owners with or without any amendment and/or modification there to made or caused to be made by the parties thereto.

3.3. That Booking from intending purchaser for Developer/Developer's allocation will be taken by the Developer/Developers and the agreement with the intending purchaser will be signed in his own name on behalf of the owners as constituted attorney an **ATTORNEY HOLDER**.

3.4. That the selling rate of the Developer/Promoter's allocation will be fixed by the Developer/Developer without any permission or consultation with the owner. The profit & loss earned from the project will be entirely received or borne by the Developer/Developer and no amount will be adjusted from the owners' allocation on account of loss or vice versa on account of profit from Developer/Promoter's allocation.

3.6. Developer/Developer is empowered to collect consideration money from the sale of Developer's allocation from the intending purchaser and issue money receipt in its own name and more over take advance of consideration money from the intending purchasers for Developer's allocation only.

3.7. That on completion of the proposed multi-storied building when the flat/flats are ready for giving possession the Developer will hand over the land owners' allocation. The possession letter will be signed and stamped by the Developer/Developer as the representatives and Power of Attorney holder of the owners. The Deed of Conveyance will be signed by the Developer/Promoter on behalf of and as representatives and registered Power of Attorney Holder of the owners and the owners will sign the Deed of Conveyance as Vendor if needed.

3.8. All construction cost will be borne by the Developer and no liability on account of construction cost will be charged from owners' allocation.

ARTICLE - IV : CONSIDERATION

4.1. The Developer have agreed to build the said proposed building at its own cost and expenses and owners shall not be required to contribute any sums towards the construction of the said building or otherwise.

4.2. In consideration of the owners having agreed to grant exclusive right for developing the said premises in addition to the owners' allocation as herein provided, as mentioned above.

4.3. Apart from the Owner's Allocation, which have already been decided by the Developer and the owner as indicated in first clause of this article, hereinabove written, the Developer have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which is morefully mentioned in the owners allocation as enumerated below.

a] Space allocation to the owners ;

b] Cost charges and expenses incurred for construction, erection and completion of the said new building at the said premises.

c] Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Madhyamgram Municipality and /or any authority having competence to do the same.

d] Costs, charges and expenses incurred for installation of sewerage, drainage and other connections.

e] Fees payable to architect and the Engineers as also fees payable to the Madhyamgram Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage and water connection.

f] Legal expenses incurred and paid for this development agreement.

g] Cost of supervision of construction of the owners' allocation of the said premises.

ARTICLE -V : DEALING OF SPACE IN THE BUILDING

5.1. The Developer shall on completion of the building put the landowner in undisputed possession of the owners' allocation TOGETHERWITH all rights of the common facilities and amenities.

5.2. The owners shall be entitled to transfer or otherwise deal with owners' allocation in the building. The Developer shall not put in any interference by any means with or disturb the quiet and peaceful possession of the Owners' allocation.

5.3. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer the same subject to the provisions hereof and the owners shall not put in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

5.4. In so far as necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer's allocation shall be in the name of

the owners for which purpose the owners undertake to give the developer a Registered Power of Attorney. It being understood that such dealing shall not in any manner bind or create any financial liability upon the land owners.

5.5. The land owner upon receiving possession of owner's allocation shall execute the Deed of Conveyance or Conveyances in favour of the Developer or in favour of the Developer's nominee or nominees in such part or parts of the building, if needed. The owner has agreed to join and execute all such conveyance and conveyances which shall be required from time to time in respect of Developer's Allocation in favour of the nominees/agents of the Developer without claiming anything and the owner's allocation have referred herein above is the full and final consideration in respect of the Development Agreement.

ARTICLE -VI : POWER AND PROCEDURE

6.1. The owners shall execute and register a Power of Attorney and/or give necessary authority in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance only for Developer's allocation.

ARTICLE -VII : TIME

7.1. That the Developer shall obtain the building plan in respect of the aforesaid land with a view to make a multi-storied building thereon and the Developer shall be bound to complete the owners' allocation within 36 (Thirty Six) months from the date of obtaining sanction plan from the

competent authority. If the Developer fails to complete the construction within the stipulated period as stated above, the owner shall have every right to take shelter of law against the Developer if necessary. Except in case where the delay is beyond the control of the developer.

ARTICLE -VIII : NEW BUILDING

8.1. The Developer shall at its own costs construct and complete the new multi-storey building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architect and approved by the Developer from time to time.

8.2. The Developer shall install, erect in the building pump, water storage tank, lift, overhead reservoir, electrification, permanent electric connection from the W.B.S.E.D.C.L. and until permanent electric connection is obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis.

8.3. It is mentioned that the developer shall obtain the electricity connection of the entire building from W.B.S.E.D.C.L. including land owners' allocation and all the flat owners shall pay the proportionate amount of total cost to the developer for the said electric connection including all expenses of the electric meter and transformer connection in his respective flats.

8.4. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the owners shall bear no responsibility in this context.

8.5. The owner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of registration of this. It is further agreed by and between the parties that the owner shall not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of registration of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the Developer from the date of registration of these presents upto the date of handing over owners' allocation and handing over the possession of the owners' allocation and the owner after handing over the Owner's allocation, shall borne in proportionate share all Municipal and other taxes respectively.

ARTICLE - IX ; OWNER'S RIGHT & REPRESENTATIONS

9.1. The owners shall deliver peaceful vacant khas possession of the said premises to the developer on the date of execution of this agreement along with all necessary original documents in respect of the land required by the developer for sanctioning of the building plan and for completion of the proposed multi storied building and the developer shall issue a letter confirming such delivery of possession by the owners to the developed.

9.2. The said premises is free from all encumbrances and the owners have a good and lawful marketable title in respect of the said premises including above and the owner shall be held solely responsible for any sort of dispute and/or defect in respect of the right, title and interest of the owners and in that event the Developer shall have every right to cancel this agreement and address their grievances before the proper forum.

9.3. That the owners shall hand over all the necessary xerox copies of original documents to the Developer for obtaining the sanctioned plan for the completion of the proposed multi storied building.

9.4. To make the payment of all the arrears of land revenue property tax, municipal tax including interest and penalty till the date of the agreement.

9.5 That the Landowner shall hand over the vacant peaceful possession of the said landed property in favour of the Developer/Developers and shall remain fully liable for all its acts, deeds and things whatsoever.

ARTICLE - X : COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and outgoing in respect of the said premises accordingly due as and from the date of executing this agreement.

10.2. The owner and the developer shall punctually and regularly pay taxes etc. for their respective allocations. The said rates and taxes to the

concerned authority or otherwise as may be mutually agreed upon between the owners and the developer.

10.3. As and from date of service of notice of possession/possession letter the owner shall also be responsible to pay and bear and shall pay to the Owner Association of this building, the service charges for the common facilities in the new building payable in respect of the owners' allocation such charges are to include proportionate share of premium for the insurance of the building water, fire and damaging charges and taxes light sanction and maintenance occasional repair and renewal charges, for all connection and management of common facilities, renovation, replacement, repair and maintenance chargeable expenses for the building and for all common wiring pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.

10.4. Any transfer of any part of the owners' allocation in the new building shall be subject to the other provision thereof and the owner shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

ARTICLE - XI : OWNERS' OBLIGATION

11.1. The owners' allocation in the building shall be subject to the same restrictions and use as applicable to the developers allocation in the building intended for common floor and ceiling etc. in each of their

respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the others and/or the occupants of the building indemnified from and against the consequence of any breach.

11.2. The owner shall permit the developer and its servants and agents with or without workman and other at all reasonable time to enter into and upon his owners' allocation and every part thereof for the purpose of maintenance or remaining any part of the building and/or for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of building down maintaining repairing and testing drainage and pipes electric wires and for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wires and or for the similar purpose.

11.3. The Owners takes responsibilities as regards title to the said property or completes with any statutory obligations.

ARTICLE - XII : COMMON RESTRICTIONS

12.1. The owner hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the proposed building for the benefits of all occupiers of the building which shall include as following

12.2. Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

12.3. Neither party shall demolish any wall or other structure in his respective allocation or any portion thereof or make any structural alteration thereon without the previous consent of others in this behalf.

12.4. Neither party shall transfer or permit to transfer of his respective allocation or any portion unless such party shall have observed and performed all the condition on their respective part to be observed and/or performed the proposed transferred shall have given written undertaking to the terms and conditions hereof and of these presents and further that such transferred shall pay all and whatsoever shall be payable in relation to the area in his possession.

12.5. Both the parties shall abide by all laws, bye-laws rules and regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviations, violations and/or breach of any of the said laws bye laws and regulations.

12.6. The respective allocation shall keep the interior walls, sewerages, drains, pipes and other fittings and fixtures and appurtenances of the building at the said premises by the Developer.

12.7. The owner hereby agree and covenant with the developer not to do any act, deed or things whereby the developer may be prevented from selling assigning and/or disposing of any of the developer's allocated portion of the building at the said premises.

ARTICLE - XIII ; DEVELOPER'S OBLIGATION

13.1. The developer hereby agrees and covenants with the owner not to violate or contravenes any of the provisions of the rules applicable to construction of the said building.

13.2. The developer hereby agrees and covenants with the owner not to do any act, deed or things whereby the owner is prevented from enjoying, selling assigning and/or disposing of any owners' allocation in the building at the said premises.

13.3 The Developer shall demolish all the existing building/structure standing upon the First Schedule property out of his own cost and expenses and the developer shall entitle to use/convey/utilize those building materials for his own purpose, if any.

ARTICLE - XIV : OWNER'S INDEMNITY

14.1. The owner hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance provided the developer performs and fulfill the terms and conditions herein contained and/or its part to be observed and performed and also indemnifies the Developer from all the defect and/or deficiency of the right, title and interest of the Land owners.

14.2. The owner herein shall execute and Register a Power of Attorney in favour of the Developer herein in respect of the land mentioned in the First Schedule written hereunder.

ARTICLE - XV : DEVELOPER'S INDEMNITY

15.1. The developer hereby undertakes to keep the owner indemnified against all third party claim and actions arising out of the any sorts of act or occupation commission of the developer in relation to the construction of the said building.

15.2. The developer hereby undertakes to keep the owner indemnified against all actions, suits, costs proceedings and claims that may arise out of the developer's allocation with regard to the development of the said premises and/or for any defect therein.

ARTICLE - XVI : MISCELLANEOUS

16.1. Immediately upon the developer obtaining vacant possessions of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authority.

16.2. It is understood that from time to time to facilitate the construction of the said building by the developer various act, deeds, matters and things not hereby specified may be required to be done by the developer for which the developer may need the authority of the owner and various applications and other documents may be required to be signed or made

by the owners related to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and things and when required and the owner shall execute any such additional power of attorney or authorization as may be required by the developer for any such purposes and the owners also undertake to sign and execute all such additional application and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of these presents.

16.3. The owner shall not be liable for any income tax wealth tax or any other taxes in respect of the developer's allocation and the developer shall be liable to make payment of the same and keep the owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

16.4. 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 been served on the owner if delivered by hand and duly acknowledge and shall likewise be deemed to have been served on the developer by the owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developer.

16.5. The developer and the owner shall mutually decided for the management and the administration of the said building and/or common parts thereof after the completion of the said building.