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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 328462

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 8-2840233
 VC-5/24/23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Kolkata on this the 23rd day of November, Two Thousand and
 Twenty Three (2023);

BETWEEN

Certified that the document is admitted to
 Registration. The signature sheets and the
 endorsement sheets attached with the
 document are the part of this document.

District Sub-Register-II
 Alipore, South 24-Parganas

24 NOV 2023

31 AUG 2023

NO. 3614 DATE.....RS. 100/-

NAME..... D. CHOUDHURY (Advocate)

ADDRESS..... Alipore Judges Court Kolkata - 700 027

23/11/23

ALIPORE JUDGES COURT A. K. SAMAJPATI

[Handwritten signature]

[Handwritten signature]

VENDOR SIGNATURE



20810

UST Constructions

[Handwritten signature]



20814

Swapan Kumar Ghosh



20815

Archana Sinha



20813

Identifier:-

Tapas Manna

MR. TAPAS MANNA

Son of Sri Golak Manna, Occupation: Service,
At 2/1, Kedar Chatterjee Road,
Post & Police Station: Behala, Kolkata: 700034.



District Sub Registrar-II
Alipore, South 24 Parganas
23 NOV 2023

- (2) -

1) SRI SWAPAN KUMAR GHOSH (AADHAAR NO. 9815 5584 4509 & PAN NO. AAKF096609 & MOBILE NO. 96309 61680) son of Late Durgadas Ghosh, by occupation - Retired Person, **AND 2) SMT. ARCHANA GHOSH (AADHAAR NO. 6000 0539 6018 & PAN NO. AASP016440 & MOBILE NO. 63349 06738)** wife of Swapan Kumar Ghosh, by occupation: Housewife, both by faith Hindu, both by Nationality: Indian, both are residing at 28/1, S.N Roy Road, 4th Floor, Flat No. H, Kolkata-700038, Post Office- Sahapur, Police Station Behala, in the District: 24 Parganas (South) West Bengal, India, hereinafter jointly called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context and meaning thereof, shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives, agents and assigns) of the **ONE PART**.

AND

U.S.T. CONSTRUCTIONS (PAN: AAKF00695H) a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY (PAN: ALHF00221E) (AADHAAR NO. 4884 6400 6706) (MOBILE NO. 9074073024)** son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, hereinafter absolute called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

REGITAL

WHEREAS one Sachindra Nath Chatterji son of Late Harendra Nath Chatterji resident of 321, Kabir Road, P.S. Tollygunge, Calcutta took Permanent Mourashi Mukrari lease of the land along with other lands measuring about **28 Bighas, 3 Cottahs and 14 Chittaks**, more or less, lying situate and comprised in Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2 being Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 473/1043, Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 476/1043, 471/1060, 471, 475, 476, 474, 472, 470, 476/1079, J.L. No. 8, Mouza: Sahapur, Pargana-Magura, within Police Station: Behala, Sub-Registry Office Alipore, District - 24 Parganas, comprised within the Touzi No. 93 and 101 of the Collectorate of 24 Parganas from one Babu Ahidhar Ghosh of 98, Beltola Road Bhowanipore, Calcutta which was executed and registered on 28th September 1946 and recorded in Book No. 1, Volume No. 53, Pages 5 to 15, Being Deed No. 2686 for the year 1946 registered in the Registration Office at Alipore, in the District: South 24 Parganas.

AND WHEREAS the said Sachindra Nath Chatterji while being seized and possessed of the above mentioned land made various developments to the said land measuring **28 Bighas, 3 Cottahs and 14 Chittaks** more or less by dividing the same into a number of small plots together with roads, paths and pathways therewith in terms of the layout of the South Suburban Municipality now under Ward No. 119 of the Kolkata Municipal Corporation.

AND WHEREAS by virtue of an Indenture executed on 17th day of May 1947 duly registered at Sub-Registrar Office at Alipore and recorded in Book No 1, Volume No. 27, Pages 214 to 219, Being Deed No. 1507, for the year 1947 one

Sanjib Kumar Bose became the owner of ALL THAT piece and parcel of Permanent Mourashi Mukrari land containing an area of more or less 3 Cottahs, 1 Chittak, 15 Sq. Ft. of land (the said plot of Land, hereinafter) out of an area of 9.32 Acre measuring more or less 28 Bigha, 3 Cottahs and 14 Chittaks of land comprised in Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2, being Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 476/1043, 471/1060, 471, 475, 476, 474 472 470, 476/1079, J.L. No.8, Mouza - Sahapur Pargana - Magura, within Police Station: Behala, Sub-Registry Office at Allpore South 24 Parganas comprised within Touzal No. 93 and 101 of the Collectorate of 24 Parganas being the part of C.S. Plot 476 in the Khatian No. 302 of the R/R;

AND WHEREAS the said Sri Sanjib Kumar Bose while seized and possessed of the said plot Land transferred on the 19th day of July 1955 by way of an Irrevocable Gift the said plot of Land containing an area of more or less 3 Cottahs, 1 Chittak, 15 Sq. Ft. to and in favour of one Sri Durgadas Ghosh, son of Late Anadi Nath Ghosh, by a Deed of Gift which was registered at the Sub-Registrar office at Allpore and recorded in Book No 1, Volume No. 88, Pages from 179 to 181, Being Deed No. 5382 for the year 1955.

AND WHEREAS after receiving the said plot of land by the strength of the aforesaid Deed of Gift on 19th day of July 1955 as stated before Sri Durgadas Ghosh built a two storied permanent residential structure building at his cost and expenses, in terms of the Sanctioned Building Plan being No. 10035 dated 29th day of August 1957 from the South Suburban Municipality now Kolkata Municipal Corporation which came to identified and recorded as municipal Premises No. 169, S. N. Roy Road, Kolkata - 700038, Police Station: Behala now New Allpore, more fully described in the Schedule -A, property hereunder written.

AND WHEREAS the said Sri Durgadas Ghosh while in possession and enjoyment of the First Schedule property hereunder written died intestate on 22nd day of September 1972 leaving behind him his legal heirs and successors viz. his widow Smt. Mamata Ghosh, two sons viz. Sri Sadhan Kumar Ghosh and Sri Swapan Kumar Ghosh and one married daughter viz. Smt. Swapna Mitra who became the joint owners each having undivided 1/4th share over the First Schedule property as per provision of the Dayabhaga Schools of Hindu Law of Succession Act. 1956 and continued in uninterrupted possession and enjoyment of the said First Schedule property hereunder written.

AND WHEREAS the said Smt. Mamata Ghosh while in possession and enjoyment the said First Schedule property died intestate on 22nd day of October 2020 leaving behind as her only legal heirs and successors, viz., two sons viz., Sri Sadhan Kumar Ghosh and Sri Swapan Kumar Ghosh and one married daughter viz. Smt. Swapna Mitra who have become the joint owners each having undivided 1/3rd Share over the said First Schedule property and have been in continuous possession and enjoyment of the same.

AND WHEREAS the said Sri Sadhan Kumar Ghosh, Sri Swapan Kumar Ghosh and Smt. Swapna Mitra being seized possessed and well sufficiently entitled to the said First Schedule property got their names mutate and recorded in the Assessment - Collection Department of the Kolkata Municipal Corporation in respect of the said First Schedule property as Premises No. 169, S. N. Roy Road, Kolkata - 700038, Police Station: New Allpore, vide Assessee No. 41-119-10-0131-3 under the Municipal Ward No. 119 and are regularly paying all rates and taxes thereon.

AND WHEREAS thereafter said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra the **VENDORS** therein for their own considerations and purposes decided to sell and transfer against valuable consideration their respective individual undivided 1/3rd Share aggregating to undivided 2/3rd Share of the said **First Schedule** property (the entire property) unto and in favour of their full blood brother and his wife i.e. Sri Swapan Kumar Ghosh & Smt. Archana Ghosh the **PURCHASERS** therein who jointly approached to Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra with the offer to purchase the undivided aggregate 2/3rd Share of the said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra and the said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra agreed to sell and the Sri Swapan Kumar Ghosh & Smt. Archana Ghosh agreed to purchase the undivided aggregate 2/3rd Share of the Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra in the said **First Schedule** property hereunder written.

AND WHEREAS while thus the said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra, become the joint owners of **ALL THAT** the undivided impartible 2/3rd Shares of the Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra under the entire property as described in the **First Schedule** herein before written that is to say the undivided Bastu Land ad-measuring about **2 (Two) Cottahs 40 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.** be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 **TOGETHER WITH** undivided impartible 2/3rd Shares of the **STRUCTURE** under the entire property as undivided Covered Area ad-measuring about **866.66 Square Feet** out of **1300 Square Feet** Covered Area in two Floors as **650 Sq. Ft. Covered Area** in the **Ground Floor** and **650 Sq. Ft. Covered Area** on the **First Floor TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, they jointly sold, transferred and conveyed their undivided impartible 2/3rd Shares of the aforesaid property together with the right of easement of all passages adjacent to the property including all sorts of right use and enjoy all common parts adjoining to the aforesaid property along with all its common facilities, utilities and easement etc. in favour of their full blood Brother said **SRI SWAPAN KUMAR GHOSH** and their Sister-in-law said **SMT. ARCHANA GHOSH**, by way of a registered Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.

AND WHEREAS thus said **SRI SWAPAN KUMAR GHOSH** and said **SMT. ARCHANA GHOSH** have got jointly undivided **2 (Two) Cottahs 40 Sq. Ft.** out of **3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft.** be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 **TOGETHER WITH** undivided impartible 2/3rd Shares of the **STRUCTURE** under the entire property as undivided Covered Area ad-measuring about **866.66 Square Feet** out of **1300 Square Feet** Covered Area in two Floors as **650 Sq. Ft. Covered Area** in the **Ground Floor** and **650 Sq. Ft. Covered Area** on the **First Floor TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, by the strength of the aforesaid Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.

AND WHEREAS thus said SRI SWAPAN KUMAR GHOSH, have got individually undivided 1 (One) Cottah 20 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft. be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 **TOGETHER WITH** undivided impartible 1/3rd Shares of the **STRUCTURE** under the entire property as undivided Covered Area ad-measuring about 433.33 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. Ft. Covered Area in the Ground Floor and 650 Sq. Ft. Covered Area on the First Floor **TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, by the strength of the aforesaid Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023 **AND** also have got absolutely undivided 1 (One) Cottah 20 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft. be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 **TOGETHER WITH** undivided impartible 1/3rd Shares of the **STRUCTURE** under the entire property as undivided Covered Area ad-measuring about 433.33 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. Ft. Covered Area in the Ground Floor and 650 Sq. Ft. Covered Area on the First Floor **TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, be the same a little more or less, by way of inheritance from his predeceased as per provision of the Dayabhaga Schools of Hindu Law of Succession Act. 1956.

AND WHEREAS thus said SMT. ARCHANA GHOSH, have got individually undivided 1 (One) Cottah 20 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft. be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 **TOGETHER WITH** undivided impartible 1/3rd Shares of the **STRUCTURE** under the entire property as undivided Covered Area ad-measuring about 433.33 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. Ft. Covered Area in the Ground Floor and 650 Sq. Ft. Covered Area on the First Floor **TOGETHER WITH** all common areas under the said premises and the aforesaid **PROPERTY**, by the strength of the aforesaid Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.

AND WHEREAS the said SRI SWAPAN KUMAR GHOSH and said SMT. ARCHANA GHOSH, being jointly seized possessed and well sufficiently entitled to the said **PROPERTY**, got their names mutate and recorded in the Assessment - Collection Department of the Kolkata Municipal Corporation in respect of the said property as Premises No. 169, S. N. Roy Road, Kolkata - 700038, Police Station: New Alipore, vide Assessee No. 41-119-10-0131-3 under the Municipal Ward No. 119 and are regularly paying all rates and taxes thereon, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called and referred to as the **"SAID PROPERTY"**, free from all encumbrance, attachments, liens and lispences, thereafter they measured the front Road of the said Property by a Qualified Surveyor and they got the said Road by physically as 16' Feet wide Road.

AND WHEREAS the Parties of the First Part and the Owners herein intend to develop the said land at the said premises and being unable to develop the said land at the said Property and looking for a Developer with experience who

will be able to formulate a scheme for development of the said Property into Residential Project and disposal of the same which would be their mutual advantage and thus have agreed with the Developer to develop the same by erecting new building thereon consisting of several Flats and Other Spaces as per to be Plan to be sanctioned and/or approve by the Kolkata Municipal Corporation on the term and conditions contained herein.

AND WHEREAS accordingly the Owners/First Parties herein approached the Developer/Second Party herein to construct the "BUILDING" on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation.

AND WHEREAS the Developer/Second Party after discussion with the Owners/First Parties have agreed to undertake the development work on the said undivided PLOT OF LAND after the demolition of the existing structure standing thereon and as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this DEVELOPMENT AGREEMENT by incorporating the terms and conditions of the Development of the said premises which are as follows :-

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

ARTICLE-1 (SUBJECT MATTER OF THE AGREEMENT)

1. That, Commercial exploitation of land inter-alia, construction of Housing/Commercial project comprising of diverse residential as well as commercial units (hereinafter referred to as "Project") in respect of ALL THAT a piece and parcel of BASTU LAND measuring about 3 (THREE) COTTAHS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT., be the same a little more or less TOGETHER WITH a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering 1300 SQUARE FEET Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor, together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto, which is morefully mentioned and described in the FIRST SCHEDULE hereunder written TOGETHER WITH the structure, right of ways, common paths, passages, drains, lights and all and every manner of former or other rights, liberties, privileges and all kinds of easements, profits, appurtenances, appendages whatsoever standing in and upon or belonging or in any way appertaining to the said property hereby along with all other general, quasi-easement and easement rights & liberties attached and due to the property, more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the "Said Property".

2. That, the Owners herein above being desirous of developing and exploiting residential building over the said property, specifically mentioned in the FIRST SCHEDULE and the landowners herein above having agreed have approached the Developer to do so to which the Developer have agreed for mutual benefit and consideration and relying on the aforesaid representation and assurances of the Owners and believing the same to be true and correct and acting on good faith therewith on the following terms and conditions hereunder contained.

ARTICLE- II (OWNER'S REPRESENTATION)

THE OWNERS HAVE REPRESENTED TO THE DEVELOPERS AS FOLLOWS:-

1. That in the manner stated hereinabove the Landowners are the absolute joint Owners of ALL THAT a piece and parcel of BASTU LAND measuring about 3 (THREE) COTTAS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT. be the same a little more or less TOGETHER WITH a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering 1300 SQUARE FEET Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor, together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Allpore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Allpore, in the District - 24-Parganas (South), which is more fully and particularly described in the FIRST SCHEDULE hereunder written and is in possession of the Premises and the Owners has a marketable title thereto and has not entered into any agreement creating any right in the Premises with whomsoever.
2. That the said premises are not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976 or any other statute and there is no legal bar for development and construction of a new MULTI storied building on the said premises.
3. That the said Property is duly mutated in the Kolkata Municipal Corporation.
4. That the said Property is free from acquisition and/or requisition in nay nature whatsoever.
5. That the said Property is not affected by any Road Alignment.
6. That there has been no notice of attachment, requisition, and acquisition received from any Competent Authority in respect of the said Property.
7. That the Owners have not entered into any Agreement with any other Developers or Promoter or have created any charge in respect of the said both piece of land.
8. That the Owners shall comply with all requisitions made by the Developer's Lawyer for the purpose of development of the said Property.

9. That the landowners shall pay and bear all municipal rates and taxes payable in respect of the said premises up to date before of their agreement after which the second part would be liable for the same till to completion of the construction period.

ARTICLE- III (DEFINITIONS)

THE DEFINITIONS OF THE VARIOUS TERMS REFERRED TO IN THIS AGREEMENT ARE AS SPECIFIED HEREUNDER AND THE SAME SHALL ALWAYS FORM PART OF THIS AGREEMENT:-

1. **Agreement date** shall mean the date of execution of this Agreement.
2. **Agreement** means this development agreement including all schedules and an excuse attached here to or incorporated herein by reference, as may be amended by the parties from time to time in writing;
3. **Approval(s)** means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates to be obtained in the name of the Developer (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Scheduled Property including without limitation environmental clearances, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for purposes of commencing construction and development activity;
4. **Architect** shall mean such architect or firm of architects to whom the Developer may appoint from time to time for the purpose of making the drawings, designs, plans for construction of the Project at the said total land.
5. **Authority** shall mean include all concerned authorities which may recommend, comment upon, approve and/or sanction the Plans, Layout Designs, Related Approvals and shall mean all Statutory Authorities having jurisdiction / authority over various matters relating to the Project.
6. **Building** means multi storied building, structures and constructions to be made by the Developer on the said Property subject to the Plan sanctioned by the KMC for residential, retail, commercial, entertainment and recreation purposes along with all internal and external services, amenities, facilities, fittings and fixtures;
7. **Built up Area** shall mean the plinth area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls, columns, pillars therein along with the proportionate share of the staircase in the floor on which the unit is located Provided that if any wall, column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit.
8. **Carpet area** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

9. **Common Facilities and Amenities** shall mean the foundation, columns, girders, beams, supports, main walls, roofs, halls corridor, lobbies, stairs, stair-ways and entrances and exits of the building, passages, stairs, structures, drains, sewerage, safety tank, water tank, water line, landing, water pump, overhead water tank, side spaces, driveways which will be provided by the Developers for common use and enjoyment; the open spaces and mandatory open spaces etc. and such other common facilities as may be specially provided and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use as mentioned in Fourth Schedule.
10. **Common Expenses** shall mean and include all expenses for maintenance, management, upkeep, and administration of the common areas, facilities and amenities and all other expenses for common purposes to be contributed, borne, paid and shared by the co-transferees / co-owner of the new building or any part thereof as mentioned in Fifth Schedule.
11. **Developer's Allocation** shall mean and include and has been mentioned in the Third Schedule written hereunder (hereinafter referred to as the Developer's allocation).
12. **Development Rights** shall refer to the entire development rights of the project and shall include but not limited to inter alia the right, power, entitlement, authority, sanction and permission to:-
- (a) enter upon and take control of the subject plot and every part thereof for the purpose of developing the project
 - (b) plan, conceptualized and design the project.
 - (c) exercise full, free, uninterrupted and irrevocable marketing, leasing, licensing or sale rights in respect of the built-up apartments on the subject plot by way of sale, lease, license or any other manner of transfer or creation of third party right steering, have control with respect to the pricing of the saleable area to be constructed on the subject plot and enter into agreements with such transferees as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms hearing and give receipts and handover ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath.
 - (d) carry out the construction/development of the project and remain in control of peaceful enjoyment of the subject plot or any part thereof until the completion and marketing, leasing or sale of the saleable area and every part thereof.
 - (e) undertake any and all of the owners' obligations in the event owners default in undertaking the same, within such timelines as may be required by the developer and to do all such acts deeds and things that may be required for the project or for compliance of the terms in this development agreement including applying for and obtaining the approvals which are required to be obtained by the owners under this development agreement and adjust the cost incurred by the developer against the owners' allocation.

(f) Appoint, employ or engage architects, service, engineers, contractors, sub-contractors, labour, workmen, personal skills and unskilled or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons,

(g) make payment and or receive the refund of all other charges to and from all public or government authorities or public or private utilities relating to the development of the subject plot paid by the developer,

(h) carry out and comply with all the conditions contained in the approvals as may be obtained from time to time,

(i) Cause the sale, lease, Licence or otherwise dispose off or alienate the saleable area, apartments, commercial, community buildings etc. in the project in terms of this development agreement.

(j) create mortgage on the subject plot or any part thereof or the structure constructed on the subject plot or the rights/entitlements of the developer under the development agreement i.e. the development rights for raising construction finance from any bank/financial institution/investor etc. and for the purpose of performing obligations under this Development Agreement and exercising the development rights mentioned herein,

(k) launch the project for sale of the apartments,

(l) execute all necessary legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the premises to be constructed on the subject plot as envisaged herein,

(m) manage the subject plot and the property and facilities/common areas constructed upon the subject plot as may be required under the applicable law and/or rules made there under and/or to transfer/assign right to maintenance to any third-party and to retain all benefits, consideration etc. accruing from such maintenance of the project.

(n) take appropriate actions, steps and seek compliances, approvals, and exemptions under the provisions of the applicable law,

(o) demarcate the common areas and facilities, and the limited common areas and facilities in the project in the sole discretion of the developer, as per the layout plan and applicable law and to file and register all request the deeds and documents under the Apartment ownership act with the competent authority,

(p) do generally any and all other acts, deeds and things that may be required for the exercise of the development rights.

13. Easements shall mean the rights, easements, quasi easements, privileges and/or appurtenances, hereafter collectively called the 'Easements' including those mentioned in the Schedule-G hereto which the apartment owners shall allow each other for common use and enjoyment of the Premises and the Building.

14. **Encumbrances** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lispendences, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the said lands;
15. **Excluded and Reserved Areas** shall mean the Excluded and Reserved Areas, as mentioned in **Part-II of Fourth Schedule**, written hereunder which shall never be claimed by the owners to be a part of the Complex's Common Portions and the Developer shall be entitled to all rights and interest in respect thereof.
16. **Force majeure** shall mean flood, war, earthquake, riot, storm tempest, civil commotion, Pandemic or Epidemic, lockdown or commission beyond the control of the party affected thereby viz. drainage, water and power connection and non - availability of essential materials like cement, steel etc. required for the purpose of construction.
17. **Maintenance Body** shall mean and include the Developer or its Agency so long as the developer does not handover the management of the new building to the owners' association.
18. **Owners' Allocation** shall mean and include and has been mentioned in the **SECOND SCHEDULE** written hereunder (hereinafter referred to as the Owners' Allocation).
19. **Plan** shall mean the drawings and plan for the Buildings/townships prepared by the Developer in accordance with applicable rules, bye laws and regulations and approved and sanctioned by the Kolkata Municipal Corporation ;
20. **Power of Attorney** shall mean the special irrevocable power of attorney in favour of the Developer;
21. **Premises/Land** shall mean all that the piece or parcel of homestead land as morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder under the occupation of Owners.
22. **Project** shall mean development of the plot inter-alia, construction of residential and/or commercial buildings and usages including, without limitation, Apartments/Flats including Residential/ Commercial units/Parking Areas including common facilities as per approved plan by utilizing the entire development potential or to such extent as deemed appropriate by the developer.
23. **Sanction area** shall mean the area duly approved and sanctioned by the Kolkata municipal corporation for construction of the proposed building excluding the area of sanction reserved for tenants.
24. **Security Deposit** shall mean an adjustable security deposit being paid or payable to the owners under these presents which shall be adjusted against the area of owners' allocation.
25. **Specification** shall mean the specification for the said complex as mentioned in the **FIFTH SCHEDULE** hereunder written subject to the alteration or modification as may be suggested from time to time.

26. **Super Built-up Area** shall include the built up area of the unit and proportionate share of stair head room, service unit of ground floor, water pump, pump rooms, septic tank, overhead domestic water tank, electrical duct, lofts and other infrastructure area.
27. **Tenant Settlement cost** shall mean the cost to be borne by the owners for mutual settlement if any tenants under the said premises, failing which the Developer may settle the tenants and adjust the entire cost with interest against the area of Owners' Allocation at the circle rate.
28. **Title Deeds** mean the original Deeds together with all link deeds, mutation certificate, parchas, khajna, receipts, Chain Deeds, Warrison Certificates, Family Tree, relinquishment deeds, affidavits and/or any other document in support of title.
29. **Transfer** with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of saleable space in the complex to the Intending Purchaser(s) thereof.
30. **Transferee** shall mean a person, persons, firm, association to who can space in the said newly proposed building at the said lands to be transferred by virtue of these presents.
31. **Word importing singular** shall include plural and vice versa.
32. **Masculine** shall include the feminine and neuter gender and vice versa.
33. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.
34. **Headings** in this Agreement are inserted for convenience only and shall not be used in its interpretation.
35. Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
36. **"THE OWNERS"** - shall means **1) SRI SWAPAN KUMAR GHOSH** son of Late Durgadas Ghosh, **AND 2) SMT. ARCHANA GHOSH** wife of Swapan Kumar Ghosh, both are residing at 28/1, S.N Roy Road, 4th Floor, Flat No. H, Kolkata-700038, Post Office- Sahapur, Police Station Behala, in the District: 24 Parganas (South) West Bengal, India.
37. **"THE DEVELOPER"** - shall means **U S T CONSTRUCTIONS** a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Allpore, Kolkata - 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the **PARTNER** and **AUTHORIZED SIGNATORY** of the said Firm namely - **MR. SOURAV ROY**, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Allpore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India.

38. **"THE PREMISES"** - shall mean **ALL THAT** a piece and parcel of **BASTI LAND** measuring about **3 (THREE) COTTAS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT.** be the same a little more or less **TOGETHER WITH** a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering **1300 SQUARE FEET** Covered Area in two Floors as **650 Sq. Ft. Covered Area** in the **Ground Floor** and **650 Sq. Ft. Covered Area** on the **First Floor** together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Allpore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Allpore, in the District - 24-Parganas (South), with all common amenities and facilities thereto together with all easement rights, quasi-easement attached thereto, which is morefully mentioned and described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the structure, right of ways, common paths, passages, drains, lights and all and every manner of former or other rights, liberties, privileges and all kinds of easements, profits, appurtenances, appendages whatsoever standing in and upon or belonging or in any way appertaining to the said property hereby along with all other general, quasi-easement and easement rights & liberties attached and due to the property, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** - **"THE PROPOSED BUILDING"** shall mean developing or constructing and exploiting Residential building or buildings proposed to be constructed on the said premises in conformity to the **MULTI** storied building plan to be approved by the competent authority on Reputed Civil Engineer and shall include the other spaces intended for the enjoyment of the building by its occupant (s).

ARTICLE-IV (COMMENCEMENT)

1. This agreement shall be in force from the date of signing this agreement and shall remain in force till fulfilment of the obligations enumerated herein.
2. This agreement shall cease to operate earlier than the aforesaid period in the event of complete transfer of all the allocated saleable space in the new proposed building by the Developer in the manner as provided herein.

ARTICLE-V (DEVELOPMENT)

1. The parties have mutually decided to take up the project i.e. the development of the said property by way of construction of the said building thereon and commercial exploitation of the said property with specified inputs and responsibility sharing by the parties and exchange with each other of their specified inputs.
2. The parties hereto accept the basic understanding between them as recorded in clause 3.1 above and all other terms and conditions concomitant thereto including those mentioned in this agreement. Consequent thereto, the owners confirm that the developer shall develop the said property as mentioned at the foot of this presents, at its own cost and on behalf of itself and the owner. The owners further confirm that the developer shall have and enjoy absolute physical khas possession over the said property and shall have exclusive right to carry out the development, amalgamation of the premises and execution of the project in respect of the said property at its own cost and expenses under the stipulations and covenants set forth here under.

3. *On and from the effective date, owners irrevocably grant, assign and transfer to the developer all the development rights in respect of the said plot/premises subject to the conditions, restrictions, limitations as prescribed here in the agreement. Owners further agree that from the effective date, the developer shall have the right to enter upon the subject plot directly or through its affiliate/subsidiaries, associates, nominees, agents, architects, consultants, representatives, contractors, to do all such acts and deeds required and/or necessary for, exercising the development rights or for the implementation and development of the project.*
4. *The parties agree that the developer shall be entitled to construct and exploit the entire development potential of the subject plot including any additional FAR. The landscaping, architecture, construction, design, implementation et cetera of the project shall be done by the developer. The developer shall be entitled to appoint, employee or engage architects, service, engineers, contractors, sub-contractors, labour, workmen, personal skilled and on skilled what are the persons to carry out the development work.*
5. *The owners hereby grant the Developer an exclusive license to enter upon the said premises and develop the same in terms of this Agreement. The owners further irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any person claiming through or under it to enter upon the said premises from effective date for construction of building in accordance with this Agreement without any let or hindrance by the Owners within a period of 36 months from the date of obtaining the Sanction Building Plan from Kolkata Municipal Corporation (KMC) and thereafter within such extended time as the Parties may mutually decide subject to complete assignment of development rights, provided that the development, construction and completion of the project is not in any way adversely affected by breach of any representations warranties or convenience of the owners or of encumbrances, if any on the title of the subject plot. However, time may be extended in case of 'Force Majeure' events. In case of default thereof.*
6. *The said property shall be surveyed and measured by an agency appointed by the developer. The measurement derived from such survey shall be deemed to be the final area of the said property. All cost charges and expenses for survey and measurement shall be borne and paid exclusively by the developer.*
7. *The developer shall, at its own cost and expenses, amalgamate the premises, obtain all statutory clearances, no objections, permissions from appropriate authority or authorities for permission for development of the said property through a single plan and the owners herein shall unqualifiedly extend their co-operation and coordination to the Developer in this regard.*
8. *The Developer shall secure the required permission so as to commence erection and construction of the buildings and shall complete the same in fully habitable condition in all respect within the stipulated time unless prevented by natural calamity, riot, civil commotion statutory preventive orders or on any other ground or grounds, mutually accepted in writing.*
9. *The Developer shall be responsible to demolish the existing building at their own cost and supervision and may disburse such building materials, rubbish etc. to any third party at such price which they may think fit and proper at the absolute exclusion of any claim on the part of the owners over the said price.*

10. *The Developer upon demolition of the existing structures shall secure the required permissions so as to commence erection and construction of the building by the Developers and shall complete the said building in fully habitable condition in all respect within the stipulated time unless prevented by natural calamity, riot, civil commotion statutory preventive orders or on any other ground or grounds, mutually accepted in writing.*
11. *The building shall be created, constructed and completed by the Developer shall consist of the standard specification and all spaces as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities. Under no circumstances, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of the erection, construction and completion of the said Owners' allocated portion, complete in all respect.*
12. *The Developer shall complete the project under their direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable at their own cost.*
13. *The developer shall at its own cost shall provide amenities and facilities in the building such as stairways, lifts, passages, driveways, common laboratory, Electric meter space, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the said building. It is clarified that there may be separate common portions for residential areas and separate common portions for commercial areas independently functioning and some of the common portions may be common to both the residential areas and commercial areas. For permanent electric connection to the apartments in the said building, the intending purchasers shall pay the deposits demanded by the licensed electricity supplier and/or other agencies and the owners or the transferees shall also pay the same for the units in the owners allocation.*
14. *The developer shall be authorized to apply for and obtain at its cost, temporary connections of water electricity, drainage and sewerage. It is however clarified that the developer shall be entitled to use the existing electricity and water connection at the said property upon payment of all usage and other applicable charges.*
15. *Any amendment or modification to the building plans may be made or cost to be made by the developer at the discretion of the developer and within the permissible limits of the planning authorities and in such case, the owners shall be bound to execute and present and sign on all such documents, maps, plans as may be required from time to time.*
16. *Neither party shall indulge in any activities which may be detrimental to the development of the said property and/or may affect the mutual interest of the parties. The owners shall unqualifiedly and continuously provide all cooperation including execution of any document that may be necessary for successful completion of the project.*

ARTICLE- VI (OWNER'S RIGHTS AND REPRESENTATION)

1. *The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises as fee simple in possession.*

2. The owners shall deliver or handover all attested copies and all the original documents relating to the said premises which are in possession and control of the owners at the time of execution of these presents to the Developer.
3. The owners have represented and warranted to the Developer as follows:-
 - a) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and no person other than the Owners has any right, title and/or interest of any nature whatsoever in the said premises or any part thereof.
 - b) The premises is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever hereunder written and there is no legal impediment on the part of the Owners to enter into this Agreement with the Developer.
 - c) The said premises or any part thereof is not affected by any notice of requisition or acquisition or alignment or any authority or authorities and the said property is not attached and/or liable to be attached under any decree or order of any Court, Income Tax, Revenue or any other Public Demand or any authority including Urban Land & Ceiling to the best of their knowledge.
 - d) No suits and/or any proceedings and/or litigation are pending in respect of the said property or any part thereof.
 - e) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant exclusive rights to Developer under this Agreement to develop the said premises.
4. That as on the date of signing of this development agreement, there are no encumbrances, pending or threatened litigations, arbitration, suits, proceedings, claims, demands, notices of acquisition, reservations, prohibitory orders, notices of any nature whatsoever or court orders from any governmental authority or any other person, which may have any material adverse effect on the transaction contemplated under this development agreement or on the project or the development rights.
5. There is no restriction, reservation, impediment or any other implication which may prevent construction and development of the project by the developer as envisaged in this development agreement.
6. The Owners confirm that all the outgoings and taxes including property tax in respect of the subject plot has been paid up to effective date hereof any found and paid subsequently, the same shall be paid by the owners.

ARTICLE-VII (DEVELOPER'S RIGHTS)

1. The Owners hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said premises thereby construction of multi storied building thereon.

2. All applications and other papers and documents as may be required by the Developer for such development work shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owner shall sign and execute all such applications, other papers and documents as and when necessary.
3. That the Developer shall be entitled to execute any agreement for sale, transfer and convey in respect of their allocation without violating any terms, rules or laws or provisions of the existing statutes.
4. At its own option, the Developer shall be free to appoint a professional agency for the maintenance of the Buildings on the completion of the Building. The occupants shall pay charges at such rates as shall be deemed fit by such agency. The Agreements to Sell or other documents executed with the prospective occupants including the memorandums of understanding to be executed with such occupants or transferees shall have suitable provisions for the same.
5. The developer is and during the tenure of this agreement shall remain competent to arrange the financial inputs required for development of the said property including by way of home loans for the buyers through the financial institution, and inter-alia to make construction of the said building and has the necessary infrastructure and expertise to market the project to prospective occupants and investors. The developer herein is permitted to mortgage all original papers of the said property for raising funds and/or also raise funds by way of loans and/or sale of equity and/or by other means from financial institution and/or government institutions and/or from private and or public companies and/or from any individual.
6. The developer shall be at full liberty and shall have absolute unqualified power and authority to deal with the said project area in such manner as may be deemed fit and proper and as may be decided by the developer. The developer shall be entitled to enter into agreements for transfer by way of sale, lease, transfer, nominate and assign and/or otherwise dispose of the project area to the transferees. The owners further permit the developer to assign, nominate and/or transfer all its rights and privileges accrued due to execution of these presents to any other person or persons, company or companies, Firm, organization, government companies etc.
7. The parties agree that if any additional FAR is granted by the municipal authorities, even after the plan getting sanctioned in respect of the proposed project on the schedule property leading to re-sanctioning of the plan, then in such case, the cost and usufruct pertaining to construction and sale of such additional FAR shall belong to the developers exclusively.
8. Parties agree that the project shall be promoted under the sole brand name of the developer. The logo/brand name of developer shall appear and be visible at all places on the marketing material of the project. The developer reserves the right to select the set of brokers. All advertisement rights shall vest absolutely with the developer including its timing, format etc. The designs of marketing material including brochure, pamphlets, standees etc. and organizing of various events for publicity of the project shall be at the sole discretion of the developer.

9. *Developer shall be in title to select a project name and make such changes alterations to the same as may be deemed appropriate by the developer from time to time.*
10. *The developer may sub contract or assign the development rights hereby granted in their favour thereby engaging any sub-developer at their discretion and in the manner they may deem fit and proper without affecting the rights and interests of the owners conferred upon them by virtue of these presents. In case the developer sub contracts the development rights, the developer shall be acting as the project Coordinator to discharge certain additional responsibilities and carry out certain other activities including, but not limited to:-*
 - a) *Undertake to educate the Sub developer about the status of said lands and clearly specify their rights, duties and responsibilities towards development of the same.*
 - b) *To work-out the project plan with the Sub developer and to submit to the owners in the documentary form, the details of development progress as and when required.*
 - c) *Overall co-ordination and leadership for smooth development of the project.*
 - d) *Plan, review and assess the performance of Sub developer, take remedial/corrective actions.*
 - e) *Seek feedback of the intending buyers, recommend improvements to Sub developer, warn it against any direct or indirect attempt of unfair trade practices/mal practices.*
 - f) *Carryout random as well as periodic inspection of activities and resources of the Sub developer to verify the availability of infrastructural and facilities as per the specified quantity and configuration and skilled labours, system administrators, marketing staff and management.*
 - g) *Supervise the quality of construction done by Sub developer and ensure that all public communications by the Sub developer are free of errors and conforms to designs and standards laid by the related government body.*
 - h) *Collect owners' share from Sub developer and pass it on to the owners within time.*
 - i) *Monitor the overall execution of development by Sub developer and suggest any changes/improvements in the deliverables.*
 - j) *Shall execute Agreements with the Sub developer and do the legal and technical due diligence/ appraisal and other incidental services.*

ARTICLE-VIII (DEVELOPER'S OBLIGATIONS)

1. *The developer has been entrusted by the owners with the work of developing the said Lands thereby constructing a multi-storied building thereon comprising of diverse residential units and commercial establishments at its own costs and expenses and in lieu thereof the developer shall be entitled to the Developer's allocation as mentioned*

hereinbefore towards consideration of their services with the exclusive right to sell them to any intending buyer(s) at such price as they may deem fit and proper.

2. All costs, charges, fees, levies, impositions, statutory payments, taxes and expense of whatever nature called for erection, construction and completion of the said buildings, its materials, fittings and fixtures in all respect including temporary and residential connections of water, sewerage, electricity and other amenities for the building shall be paid and borne by the Developer and the Owners shall have no responsibilities and/or liability towards payment of any dues, liabilities, costs, charges and expenses of whatever nature relating to and/or arising there from in any manner whatsoever.
3. The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the buildings in totality. Under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the buildings or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer.
4. While dealing with and/or entering into any Agreements of the saleable units in the said project or any part thereof, the Developer shall full comply with, observe, fulfill and perform the requirements under the law and while incorporating and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owners shall not be responsible or liable for any commitments that may be made by the Developer.
5. In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer or the sub developer, as the case may be, shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the complex or any part thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer or sub-developer, as the case may be, at its own costs and expenses and shall keep the Owners indemnified from all or any loss, damages, costs and consequences, suffered or incurred therefrom.
6. Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

7. *The Developer shall be responsible and liable for all payments, wages, dues, contributions, entitlements, contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees and others by whatever named called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the project and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owners indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred therefrom.*
8. *The Owners shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection, construction and completion of the Buildings or any part thereof.*

ARTICLE-IX (OWNER'S OBLIGATIONS)

1. *The owners at its own cost and expenses cause mutation in the land revenue records and also obtain all statutory clearances with respect to the said property so that the purpose and basic understanding laid down in this presence is fulfilled. The owner shall unqualifiedly extent all sorts of cooperation inclusive of executing all papers and documents with regard to the title of this presents and the said property.*
2. *The owners shall, at its own cost and expenses, make payment up to date and revenue and or Kolkata municipal corporation dues and all municipal taxes and all other statutory outgoings in respect of the said property.*
3. *The Owners shall execute the Development Power of Attorney in favour of the developer simultaneously upon execution of this agreement.*
4. *The Owners shall sign and execute all forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time in connection with or relating to or arising out of construction erection and completion of the project or as may be required from time to time in accordance with the law.*
5. *provide the Developer with appropriate powers as are or may be required in connection with project and to appear for and represent the Owners before all concerned authorities and to sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for temporary and permanent connections of water, sewerage and electrically or as may be required from time to time, in accordance with the law and/or otherwise concerning negotiations for transfer of saleable spaces to the intending Purchasers thereof and all costs and expenses in that respect shall be borne by the Developer. It is made clear that Power of Attorney shall remain valid till completion of the newly proposed building at the aforesaid lands and also until complete transfer of developer's allocation.*
6. *While during the course of development of the complex, the Owners directly and/or through its authorized representatives, be entitled to have inspection of erection and construction but shall not be entitled to cause any obstruction or hindrance relating to the progress of construction, erection and completion of the building unless there be any gross violation or breach in such construction, erection and/or completion and/or sub-standard materials are used by the Developer.*

7. *During the subsistence of this Agreement, the Owners shall not in any manner whatsoever encumber the said premises or any part thereof nor shall enter into any other Agreement or obligation of whatsoever nature with any other party or parties in respect of the said Lands or any part thereof.*
8. *That the owners within 15 days of the Vacation Notice to be given by the developer after obtaining the necessary sanction building plan from KMC, shall handover the peaceful vacant possession of the premises to the developer to facilitate the construction work and shift to an alternative accommodation till completion of the building. The owners warrant that they will never sign any document after this day relating to said premises in any nature whatsoever for any reason whatsoever nor will receive any money from anybody whomsoever relating to said premises and if any amount by way of Cheque or otherwise reimbursed in the account of the owners the same will be immediately paid to the developer.*
9. *The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Lands.*
10. *The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Buildings by the Developer.*
11. *The Owners hereby agree and covenant with the Developer not to do any act or thing whereby the Developer may be prevented from selling, assigning and/or disposing of the spaces/units in the said complex.*
12. *All Outgoings including the rates, taxes, related interest and penalty, if any, in respect of the said premises upto the date of handing over the vacant possession of the same shall be borne and paid by the owners.*
13. *The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof save in the manner envisaged in this Agreement.*
14. *The owners shall not be entitled to cancel this agreement under any circumstances whatsoever. However, in case of any dispute, discrepancy or infirmity is found in the title or possession of the premises or otherwise or the owners fail to discharge their obligations made hereunder or in the event of any rival claim arises with regard to title of the said land, the owners shall cure and rectify all such disputes and infirmities at their own cost and initiative, failing which, the Developer shall either settle the disputes by themselves and adjust the cost of such settlement from the owners' allocation at its discretionary rates or alternatively be entitled to terminate this agreement at its discretion and in such event, the owners shall refund the entire money borne by the Developer in the said premises or incurred towards development thereof along with interest @24% p.a.*
15. *The Landowners declare that save and except them, there are no other owners in respect of the said property. In the event of any discrepancy is found in such representation or any other person comes up with a claim of share in the said property, the landowners shall take endeavour to settle such third party and obtain his or her or their written consent and confirmation to the instant terms of development within a period of 30 days from such claim, at the absolute exclusion of any obligation or liability on the part of the developer. In default thereof, the landowners shall be bound to transfer their respective title in respect of the said premises in favour of the*

developer without any cost and in consideration of the time, money and effort spent or cause to be spent by the Developer for development of the said land.

16. The transferees of the saleable areas in the said project who may enter into agreements for sale at the instance of the developer, shall be entitled to obtain and be granted the proportionate, undivided and impartible ownership, right, title and interest in the said property by the owners pertaining to and/or attributable to the area of the apartment agreed to be sold to and purchased and acquired by such transferees from or through the developer. Hence, all documents executed by the developer and the transferees and or nominees shall be deemed to be executed by the owners herein and shall be deemed to have the endorsement of the owners.
17. The owners declare and undertake that the tenants at the said premises shall be settled by them at their cost and expenses to facilitate commencement of the development work either by way of giving them monetary compensation for relinquishment of their tenancy rights or alternatively giving them any space in the building out of their own allocation as may be designated and identified by the Developer. However, if the owners fail to settle the tenants in the said manner, the Developer may in its discretion take endeavor to settle the tenants of their own in the manner they deem fit and proper and adjusted the cost incurred for the said purpose or space given to the tenants in the said building from the owner's allocation at the reasonable discretion of the Developer.
18. Owners agree and covenant that at any time after the effective date, and except in accordance with the terms hereof, this shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or encumbrance in or over or in relation to the development rights, the subject plot or the project.
19. Owners shall ensure that no other person, acting under or through it, does any act of commission or omission that interferes with or causes any obstruction or hindrance in the exercise of any of the development rights or whereby the grant, transfer or assignment of the development rights or the rights of the developer in respect of the subject plot is judicially affected. Without limiting the generality of the foregoing, neither owners nor any of their representatives or agents shall interact with, apply to or appear before any concerned governmental authority or any third party in respect of the subject plot or the project except in the manner as may be required by the developer. In performance of the duties and exercise of their rights, powers and authorities under this development agreement, owners shall act in the best interest of the developer and shall not, in any manner whatsoever to any act, deed or thing that is detrimental to or against the interest of the developer.
20. Owners shall, at its own cost and expenses, settle all disputes, claims, demands, suits, complaints, litigation et cetera which may be raised, filed or created during the subsistence of this development agreement by any person or government authority, in relation to subject plot in such a manner that the development and construction of the project or any part thereof by the developer shall not be interrupted, obstructed, hampered or delayed in any manner.

ARTICLE-X (CONSIDERATION)

1. *In consideration of the Developer agreeing to construct and providing the Owners' allocation, as fully mentioned and described in the Article I written hereinabove, the Owners agree to transfer developer's allocation with proportionate undivided share in the said land, attributable to the Developer's Allocation and the entire excluded and reserved areas, to the Developer or its nominee or nominees in such part or parts as Developer desire and hereby grant to the Developer the exclusive right to develop the said property.*
2. *In consideration of the land, the owners would be entitled to the owners' allocation as mentioned in **SECOND SCHEDULE**. And in consideration of the cost of development of the proposed building, the developer would be entitled to the developer's allocation as described in **THIRD SCHEDULE** at the absolute exclusion of any right, title or interest of the owners. Inasmuch as it has been mutually agreed amongst the owners that the owners' allocation will be distributed among the owners, and the Developer at the request of all the owners has agreed to provide and handover the space arising out of the owners' allocation to the owners.*
3. *The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided. The Developer shall be entitled to deal with its allocated portions together with the undivided proportionate share or interest in the land as well as the common areas and facilities in accordance with the law.*
4. *That the power of attorney to be executed by the owners will be deemed to be irrevocable in all practical purposes.*
5. *Subject to the above restrictions and conditions contained herein the Developer or the sub-developer, as the case may be, shall be entitled to enter into any Agreement relating to the saleable spaces or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required indenture in respect of same unto and in favour of the nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however all costs, charges and expenses of the required value of stamp duty, registrations costs or incidental thereto shall be paid and borne by the Developer and/or its nominee or nominees, as the case may be.*

ARTICLE-XI (JOINT OBLIGATIONS)

1. *Each party agrees to undertake all of their obligations under this agreement in a manner that the project is compliant with **RERA** at all times. Any penalty or implication or consequence due to non-compliance of the provisions of **RERA** in respect of the project shall be borne and made by the party in breach due to whose non-compliance such penalty or implication being imposed under **RERA**.*
2. *The parties hereto shall not be considered to be liable for any obligation herein to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be exonerated from the obligation during the duration of the force majeure.*

3. *To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up-keep of the lands.*
4. *To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.*
5. *To pay punctually and regularly their respective proportionate part of share of service, charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developers shall be entitled to collect and provided the required service thereof.*
6. *The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.*
7. *Until installation of separate meters for supply of electrical energy at the respective units to pay charges for consumption of electrical energy consumed in the respective units and proportionate part of common areas and facilities within the time as may be stipulated.*
8. *To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up-keep of the premises.*
9. *To permit at all reasonable time the concern authorized person in charge of the maintenance of the said premises and the building to enter into any part of the spaces and view and inspect the interiors thereof or for the purpose of repair or replacement of any common pipes, drains or installations.*
10. *Not to create any disturbances or annoyance either to the other co-occupiers of the Building or to the neighbors.*
11. *Not to store or keep any article, dirt or refuse on any part of the common areas save and except the specified portion of so demarcated in writing.*
12. *Not to affix any sign board on any part of the Building or to paint or Colour any part of the outer walls, windows or other parts of the units at least so far the external portion of the building in concerned.*
13. *Not to do or permit to be done any acts, deeds or things which may prejudice the insurance cover of the building.*
14. *Not to claim any additional right save and except provided in writings.*

ARTICLE-XII (TERMINATION)

1. Notwithstanding anything to the contrary contained herein, the owners shall, without prejudice to their rights under law, be not entitled to terminate this Agreement under any circumstances whatsoever inasmuch as the owners hereby transfer substantial right and interest in favour of the developer in respect of the said premises.
2. In the event of for breach of contract or default by either party, the defaulting party shall pay damages for the various losses and damages suffered by the non-defaulting party.

ARTICLE-XIII (MISCELLANEOUS)

1. Nothing contained herein shall be deemed to construe or constitute as partnership between the Owners and the Developer or an association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said lands or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.
2. It is understood that from time to time to facilitate the development work, various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the developer shall require adequate powers and authorities from the owners and for such matters, the owner shall provide all required power and authorities unto and in favour of the developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with the law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
3. Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations after completion of the building and handing over vacant possession of the respective units to the respective parties in habitable condition.
4. The owners hereby undertake that the Developer shall be entitled to complete development of the said property and construct the New Buildings and enjoy its allotted space without any interference and/or disturbance. The Owners hereby agree to indemnify the Developer against all actions, suits, claims, costs and proceedings that may arise in respect of or relating to the Owners' title of the said property.
5. Parties agree that to the extent permitted under applicable law, the rights and obligations of the parties under this development agreement and other documents shall be subject to the right of specific performance and may be specifically enforced against defaulting party. The parties acknowledge that any breach of the provisions of this development agreement and/or other documents will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from the competent court in the event of any such breach or threatened breach by

any other party. The parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected party shall notwithstanding the above rights also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting party.

6. The parties shall indemnify and keep each other saved, harmless and indemnified of from against any and all loss, damage or liability (whether criminal or civil) suffered by the other party.
7. Any notice or other written communication given under, or in connection with, this agreement may be delivered personally with acknowledgement or sent by prepaid recorded delivery, or by registered post with acknowledgement due or through courier service to the proper address and for attention of the relevant party (or to such other address as is otherwise notified by each party from time to time). The Owners shall address all such notices and other written communications to the Developer and the Developer shall address all such notices and other written communications to the first owner.
8. Any delay or indulgence by the owners in enforcing the terms of these presents or any forbearance or giving of time to the developer shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the owners.
9. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
10. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
11. This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement. The Schedules hereto form an integral part of this Agreement and are incorporated by reference herein.
12. Neither party shall be liable to the other or deemed to be in default under this Agreement for any failure or delay to observe or perform any of the terms and conditions applicable to it under this Agreement (other than the payment of money) caused or arising out of any act beyond the control of that party and where any failure or delay is caused by such event all times provided for in this Agreement shall be extended for a period commensurate with the period of delay.
13. The Developer shall not be considered to be liable for any obligations herein to the extent that the performance of such obligation is prevented by the existence of force majeure condition. In this regard, 'force majeure' shall mean and include flood, earthquake, riot, war, storm, tempest, Pandemic or epidemic, civil commotion, strike/ lock out and/or any other act beyond the control of the parties hereto:-

OWNERS' UNDERTAKINGS AND COVENANTS The owners after delivery of owners' allocation shall all along abide by the following terms and conditions:-

1. **THAT** from and after the date of receipt of delivery of possession of the said Unit, the owners will not be entitled for partition of the said premises by metes and bounds or any part of the land ;
2. **THAT** the owners, their servants and agents will not in any obstruct or cause to be constructed the Common Passage, Landings Areas, Roof, Terrace, Staircase of the said property not there any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, matters or things whereby the cause and enjoyments of the Common Parts, Common amenities and common conveniences of the said property be in the way of prejudicially affected or vitiated ;
3. **THAT** the owners and also other Purchaser of the said premises shall abide by all laws, bye-laws and regulations of the Kolkata Municipal Corporation or any other authorities and shall attend and answer and be responsible for breach of any laws, rules and regulations.
4. **THAT** the owners shall not keep nor store in the said premises any inflammable or combustible articles such as explosives chemicals, films or any offensive articles as such binds or manures or food grains or any other materials given an offensive smell nor shall be the Purchaser to do anything which shall be constitute any nuisance or annoyance to the occupiers of the other Units in the said building ;
5. **THAT** the owners shall not use the said premises or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the Occupiers of the other Units in the said building or Occupiers of adjoining or neighboring properties nor shall use the same for any illegal or immoral purposes ;
6. **THAT** the owners shall not throw or accumulated any dirty rubbish, rage or refuse or permit the same to be thrown or allow the same to be accumulated in the Compound or any portion of the Building and shall not light or burn coal, coke or charcoal in the common areas in the said premises ;
7. **FROM** the date of delivery of possession of the said owners' allocation, owners shall pay their proportionate share of taxes in respect of the said premises until apportionment is done in their name;
8. The owners shall always use the allocation only for lawful purposes and shall not store any goods of hazardous or combustible nature or which can cause damage to the flat and/or assets of other occupants or the equipment in the Building or use the flat for any activity which may be immoral or unlawful.
9. The owners undertake to join the Association of Flat Owners as may be formed by the Owner/Developer on behalf of the flat owners and to pay any fee, subscription charges thereof and to complete such documentation and formalities as may be required and/or deemed necessary by the Owner/Developer for this purpose.
10. The owners shall abide by all laws, bye-laws and regulations of the Kolkata Municipal Corporation or any other authorities and shall attend and answer and be responsible for breach of any laws, rules and regulations. The

owners shall not make any structural addition or alteration in and around their respective allocated flats or erect brick, partition thereof after taking physical possession.

11. Upon possession of the owners' allocation being given to the owners, they have no claim against the Developer as to the time taken for completion of work, quality of work done and materials used for the installations etc. in the said flat or other portion on any ground whatsoever.

FURTHER COVENANTS - The Owners shall, at its own costs and expenses, do the following:-

1. Keep the Building and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
2. Use the Building and all Common Areas and Services carefully, peacefully and quietly and only for the purpose for which it is meant.
3. Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever.
4. Install all fire fighting and sensing system gadgets and equipment as required under law in the said building and shall keep the said building free from all hazards relating to fire.

GENERAL RESTRICTIONS - The Owners shall not do the following:-

1. Obstruct the other co-owners in its acts relating to the common purposes.
2. Violate any of the rules and/or regulations laid down for the common purposes and for the user of the Common Areas and Services.
3. Injure, harm or damage the Common Areas and Services or any other flats in the Building by making any alterations or withdrawing any support or otherwise.
4. Alter any portion, elevation or color scheme of the Building.
5. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas and Services save at the places indicated there for.
6. Place or cause to be placed any article or object in the Common Areas and Services.
7. Claim any exclusive right, title or interest in respect of the roof/terrace of the said building.
8. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Property or the Common Areas and Services.
9. Do or permit anything to be done which is likely to cause nuisance or annoyance to other occupants of the Building.
10. Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas And Services or outside walls of the Building and/or outside walls of the Property **PROVIDED THAT** this shall not prevent the Owners from displaying name board/plate outside the main door of the flat.
11. Keep store any offensive, combustible, obnoxious, hazardous or dangerous articles in the flat.
12. Affix or draw any wire, cable, pipe from, to or through any Common Areas and Services or outside walls of the Building or other flats **SAVE** in the manner indicated by the Developer.
13. Keep any heavy articles or things which are likely to damage the floors or operate any machine.
14. Install or keep or run any generator so as to cause nuisance to the other occupants of the Building.

15. Drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the said flat.
16. modify or alter the outer colour scheme or facade or elevation of the said building or any part thereof otherwise than in the manner agreed by the developer in writing nor do or permit to be done in the balconies or in the said flat any act deed or thing which may have the effect of altering or disturbing the outer look of the said building.
17. Keep in the parking place anything other than private motor or motorcycle and shall not raise or put up any kutcha or pacca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before.

ARTICLE-XIV (DISPUTE RESOLUTION)

1. If any dispute arises between the parties relating to or arising out of this Agreement, then either party may give written notice to the other party of the dispute specifying in reasonable the nature of the dispute; and the matters on which the parties are unable to agree as at the date of that notice.
2. Arbitration & Conciliation: In case of any difference or dispute arising, directly or indirectly, between the parties herein on any of the terms and conditions contained herein or any dispute, differences or claims arising out of or between the Parties in connection with this Agreement or touching these presents, the construction of any of its provisions, or the rights, duties or liabilities of the Parties hereto hereunder including the validity and existence of this Agreement, such difference or dispute shall be referred to sole arbitrator and the award of the arbitrator shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act, 2015 and any modification thereof shall be applicable for settlement of disputes, thus referred. The Venue for holding all such proceeding shall be at the office of the Arbitrator. The arbitration proceedings shall be conducted in English. The award made in such arbitration will be final and binding on the Parties.
3. This Agreement is executed in Kolkata and only the Hon'ble High Court at Kolkata and all its subordinate courts shall have the jurisdiction.

FIRST SCHEDULE ABOVE REFERRED TO:
(TOTAL PROPERTY)

ALL THAT a piece and parcel of **BASTU LAND** measuring about **3 (THREE) COTTARS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT.** be the same a little more or less **TOGETHER WITH** a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering **1300 SQUARE FEET Covered Area** in two Floors as **650 Sq. ft. Covered Area** in the Ground Floor and **650 Sq. ft. Covered Area** on the **First Floor** together with all common areas appurtenant therewith at Premises No. **169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Allpore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Allpore, in the District - 24-Parganas (South)** The said Premises being butted and bounded in the manner following, that is to say:-

ON THE NORTH : By 111, S. N. Roy Road.
ON THE SOUTH : By 16' Feet wide KMC Road.
ON THE EAST : By Housing Complex.
ON THE WEST : By 75/47, S.N. Roy Road.

**SECOND SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF OWNER'S ALLOCATION)**

OWNER'S ALLOCATION shall mean the said Owners herein will get jointly allotted with 50% F.A.R. (KMC) of the total sanction area including Car Parking Area, in respect of the said premises together with proportionate share of all common facilities, spaces, infrastructures, equipment, utilities, roof right, civic amenities as to be provided in the said building at the aforesaid Premises at the discretion of the developer.

The Owners shall also get jointly a Forfeited amount of Rs. 15,00,000/- (Rupees Fifteen Lakh) only within one Month from the date of execution of these presents.

After completion of the construction work of the said Flats if any area more than calculated area or less than calculated area of the F.A.R. shall be adjusted by financial consideration to be calculated later on as per market price at that time.

It is further recorded that after completion of construction work of the aforesaid property the Owners herein will not claim or demand any further ratio or square feet of the said proposed new building on the aforesaid property except mentioned in above.

TOGETHER WITH undivided proportionate share of Land Property along with common land and common Facilities, utilities, civic amenities, as to be provided in the proposed newly constructed building at the **FIRST SCHEDULE** mentioned land property here above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF DEVELOPER'S ALLOCATION)**

DEVELOPER'S ALLOCATION shall mean save and except the Owners Allocation, which is described in the Second Schedule herein above, the Remaining all Balance Portion of the total constructed 50% F.A.R. (as per sanctioned from the K.M.C.) under the said proposed New Multi storied building together with all common facilities and amenities attached to the newly constructed Multi storied building to be constructed in the said premises with the undivided impartible proportionate share of land with all the common rights, Path, entire roof rights, ways and all easement, quasi easement right thereto.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE COMMON PORTION AFTER CONSTRUCTION OF THE NEW BUILDING ON THE FIRST
SCHEDULE PROPERTY)**

(PART-I)

- (I) **AREAS**
- a) Entrance and exit.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, staircase landing, stair head room and lobbies on all the floor of the building.
 - d) Entrance lobby.
 - e) Lift & Lift well.

(II) **WATER, PUMPING AND DRAINAGE**

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

(III) **ELECTRICAL INSTALLATION**

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any unit and/or exclusively).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from CESC.

(IV) **OTHERS:** Such other common parts, areas, equipment's, installation, 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-Owners.

(V) **ROOF:** Roof of the Building and open space in the Ground Floor of the Building shall be the sole property of all Flat Owners as common.

[PART-II]

[EXCLUDED AND RESERVED AREAS]

- a. All kiosks;
- b. Such other spaces as may be designated by the Developer from time to time.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)**

- a. All costs of maintenance, operating, replacing, painting, renovation, decorating and lighting of the Common Areas and Services and also the outer walls of the Building.
- b. The salaries of all persons employed for operating and maintaining the Common Areas and Services in the Building.
- c. All charges and deposits for suppliers of common utilities.
- d. Municipal taxes and other outgoing **SAVE** those separately assessed on the respective Exclusive Spaces of the Co-owner and/or on the Property.
- e. Costs and charges of establishment for maintenance of the Building and for watch and ward staff.
- f. All litigation expenses for protecting the title of the Premises and the Building.
- g. All other expenses and outgoings as are deemed necessary by the Co-Owner including the Purchaser herein for regulating and maintaining the Common Areas and Services.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF WORKS SPECIFICATION IN RESPECT OF THE BUILDING TO BE CONSTRUCTED ON THE FIRST SCHEDULE PROPERTY)

FOUNDATION AND STRUCTURE:

The building/s will be designed for R.C.C Frame Structure with suitable foundation for the proposed Multi Storied Building/s (As Per Sanctioned Building Plan from KMC).

WALLS:

All external walls shall be 200 MM brick with cement plaster as per sanctioned plan.
All internal partition walls will be 75/100 mm thick with both side plasters.
All internal partition walls (in Between Two Flats) will be 125 mm thick with both side plasters.
All inside wall will be coated with best quality Plaster of Parish.

FLOORING/DOORS & WINDOWS:

- a) All Bed Rooms, Living/Dining, Kitchen will be finished with Marble/Vitrified Tiles.
- b) Toilets Floor will be finished with Marble/Anti Skid Tiles and Glazed Ceramic Tiles upto 6' Feet height on walls.
- c) **POLISHED GREEN MARBLE** will be provided at Cooking Platform with 2'0" glazed tiles over the Cooking Platform with one Stainless Steel Sink.
- d) All internal and bedroom doors will be made of flush door with necessary lock etc. bearing ISI Mark.
- e) Main door will be made up of flush door with water proof ply, handle etc.
- f) Doors frames will be made up of Sal Wood.
- g) Window will be of Aluminum sections fitted with suitable thick glass and with M.S Grill.

ELECTRIFICATION:

Concealed line will be provided in the flat with ISI Mark modular switches. Necessary Points will be provided in toilet and Kitchens. Exhaust fan point will be provided in kitchen. Geyser point in the bathroom, TV point in Living/Dining Room Washing Machine Point, and master bed room Air conditioner point. Light Point and Plug point, fan point, computer point will be provided.

PLUMBING & SANITARY:

- a) Concealed water line of pipe is provided.
- b) Fittings i.e. Ceramic basin and water closet of reputed brand will be provided bearing I.S.I Marks.
- c) With drain board provided at kitchen.
- d) Low height PVC Cistern will be provided in all toilets.
- e) Low height bibcock for washing will be provided at kitchen.
- f) All fittings, i.e. bibcock, pillar cock, C.S Cock will be of C.P make with Good Quality.

WATER: K.M.C Water

EXTERIOR: To be finished with suitable weather proof ready mixed acrylic paint.

CEMENT: Ultratech, Ambuja, Lafarge/any ISI standard.

STEEL: Fe-500 ISI Standard,

BRICKS: Good Quality Bricks/AAC Blocks.

EXTRA WORKS:

Such other parts, areas, equipment's, installations, fittings, fixtures and spaces in or about the premises and the said floor of the building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

Note:- Any additional work, apart from this specification is subject to the approval of the Engineer/Architect and if done, the charge, expenses incurred to be borne by the Owners herein.

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

SIGNED, SEALED & DELIVERED at

Kolkata in presence of:

WITNESSES

1. Jaydeep Bhatnagar
AT, N.C. Das Road,
Kt-34

2. Tapas Manna
2/1, K.C. Road,
Kt-34

Swapan K. Ghosh

Archan Ghosh

Signature of the OWNERS



Signature of the DEVELOPER












Noted by me as per documents production
as referred to me by the Developer: -

[Signature]

Noted by

Advocate,
Alipore Judge's Court, Kolkata: 700027,
Enrollment No. 6/263/1997.

-(34)-

	Thumb	First	Middle	Ring	Little
 LEFT :					
RIGHT :					

Name: SRI SWAPAN KUMAR GHOSH

Signature: Swapan kr Ghosh

 LEFT :					
RIGHT :					

Name: SMT. ARCHANA GHOSH

Signature: Archana Ghosh

 LEFT :					
RIGHT :					

Name: SRI SOURAV ROY

Signature: Sourav Roy



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240291702061

GRN Details

GRN: 192023240291702061 Payment Mode: Online Payment
GRN Date: 22/11/2023 16:09:57 Bank/Gateway: HDFC Bank
BRN : 170339087 BRN Date: 22/11/2023 16:11:19
GRIPS Payment ID: 221120232029170205 Payment Init. Date: 22/11/2023 16:09:57
Payment Status: Successful Payment Ref. No: 2002840733/1/2023
[Query No*:Query Year]

Depositor Details

Depositor's Name: SOURAV ROY
Address: 75/27 A , S N ROY ROAD KOLKATA, West Bengal, 700038
Mobile: 9831109027
Depositor Status: Buyer/Claimants
Query No: 2002840733
Applicant's Name: Mr S DAS
Identification No: 2002840733/1/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 22/11/2023
Period To (dd/mm/yyyy): 22/11/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002840733/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	2002840733/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	10041

IN WORDS: TEN THOUSAND FORTY ONE ONLY.



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16022002840733/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SWAPAN KUMAR GHOSH 28/1, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038	Land Lord			Swapan Kumar Ghosh 23.11.23
2	Smt ARCHANA GHOSH 28/1, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038	Land Lord			Archana Ghosh 23.11.2023
3	Mr SOURAV ROY 67/1, S N ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038	Representative of Developer [U S T CONSTRUCTIONS			Sourav Roy 23/11/2023



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



221120232029170205

GRIPS Payment Detail

GRIPS Payment ID:	221120232029170205	Payment Init. Date:	22/11/2023 16:09:57
Total Amount:	10041	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	170339087	BRN Date:	22/11/2023 16:11:19
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details



Depositor's Name: SOURAV ROY
Mobile: 9831109027

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240291702061	Directorate of Registration & Stamp Revenue	10041
Total			10041

IN WORDS: TEN THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr TAPAS MANNA Son of Mr GOLAK MANNA 2/1, KEDAR CHATTERJEE ROAD, City:- , P.O:- BEHALA, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700034	Mr SWAPAN KUMAR GHOSH, Smt ARCHANA GHOSH, Mr SOURAV ROY			Tapas Manna 23/11/2023

(Suman Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Major Information of the Deed

Deed No :	I-1602-16613/2023	Date of Registration	24/11/2023
Query No / Year	1602-2002840733/2023	Office where deed is registered	
Query Date	20/11/2023 9:38:29 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S DAS ALIPORE,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240369134, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 83,70,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,120/- (Article 46(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (Buro Shibtala Main Road – Rest) , , Premises No: 169, , Ward No: 119 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	3 Katha 1 Chatak 15 Sq Ft		74,92,502/-	Width of Approach Road: 16 Ft.,
Grand Total :				5.0875Dec	0 /-	74,92,502 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1300 Sq Ft.	0/-	8,77,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 650 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 650 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1300 sq ft	0 /-	8,77,500 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr SWAPAN KUMAR GHOSH Son of Late DURGADAS GHOSH 28/1, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx0G, Aadhaar No: 92xxxxxxx4509, Status :Individual, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence</p>
2	<p>Smt ARCHANA GHOSH Wife of Mr SWAPAN KUMAR GHOSH 28/1, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AAxxxxxx4Q, Aadhaar No: 80xxxxxxx6016, Status :Individual, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>U S T CONSTRUCTIONS 67/1, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 , PAN No.:: AAxxxxxx5H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr SOURAV ROY (Presentant) Son of Mr SUBRATA ROY 67/1, S N ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6K, Aadhaar No: 42xxxxxxx6708 Status : Representative, Representative of : U S T CONSTRUCTIONS (as PARTNER AND AUTHORIZED SIGANTORY)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr TAPAS MANNA Son of Mr GOLAK MANNA 2/1, KEDAR CHATTERJEE ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034</p>			
Identifier Of Mr SWAPAN KUMAR GHOSH, Smt ARCHANA GHOSH, Mr SOURAV ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR GHOSH	U S T CONSTRUCTIONS-2.54375 Dec
2	Smt ARCHANA GHOSH	U S T CONSTRUCTIONS-2.54375 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR GHOSH	U S T CONSTRUCTIONS-650.00000000 Sq Ft
2	Smt ARCHANA GHOSH	U S T CONSTRUCTIONS-650.00000000 Sq Ft

Endorsement For Deed Number : I - 160216613 / 2023

On 23-11-2023

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1962)

Presented for registration at 19:05 hrs on 23-11-2023, at the Private residence by Mr SOURAV ROY ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 83,70,002/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 23/11/2023 by 1. Mr SWAPAN KUMAR GHOSH, Son of Late DURGADAS GHOSH, 28/1, S N ROY ROAD, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Retired Person, 2. Smt ARCHANA GHOSH, Wife of Mr SWAPAN KUMAR GHOSH, 28/1, S N ROY ROAD, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife

Identified by Mr TAPAS MANNA, , Son of Mr GOLAK MANNA, 2/1, KEDAR CHATTERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Service

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 23-11-2023 by Mr SOURAV ROY, PARTNER AND AUTHORIZED SIGNATORY, U S T CONSTRUCTIONS, 67/1, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Identified by Mr TAPAS MANNA, , Son of Mr GOLAK MANNA, 2/1, KEDAR CHATTERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Service



Suman Basu

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 24-11-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/11/2023 4:11PM with Govt. Ref. No: 192023240291702061 on 22-11-2023, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 170339087 on 22-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 10,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 328462, Amount: Rs.100.00/-, Date of Purchase: 31/08/2023, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/11/2023 4:11PM with Govt. Ref. No: 192023240291702061 on 22-11-2023, Amount Rs: 10,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 170339087 on 22-11-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. 41 SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 599919 to 599964

being No 160216613 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.11.28 12:19:51 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 28/11/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.