

436/2020

D-362/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 469934

Read and sign the document in 3 copies
and attach the signature sheets and
the accompanying checks attached with this
document as the part of this document

Dr. Deb-Prasanna
Mishra, Bikaner St. Pargana

24 JAN 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 24th day of

January Two Thousand Twenty (2020)

BETWEEN

Handwritten notes:
24.1.2020
12:20 W.
1605-0000/34402/2020

SMT. SHIPRA NASKAR alias **SMT. SIPRA NASKAR**, PAN : **AGTPN2586M**, Aadhaar No. **2236 0407 2590**, wife of **Sri Ajit Kumar Naskar**, by Nationality - Indian, by faith - Hindu, by occupation - **Housewife**, residing at **77/1, Ashoke Road, P.O. Garia, P.S. Patuli, Kolkata - 700084**, hereinafter called and referred to as the **OWNER/LAND OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

MESSRS GAUTAM DHAR CHAUDHURI, a sole proprietorship business concern, having its office at **E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086**, represented by its sole proprietor **SRI GAUTAM DHAR CHAUDHURI** alias **SRI GOUTAM DHARCHOUDHURY**, PAN : **ADFPD1340Q**, Aadhaar No. **3361 6098 8960**, son of **Late Sisir Kumar Dhar Chaudhuri**, by Nationality - Indian, by faith - Hindu, by occupation - **Business**, residing at **E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086**, hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, successors-in-interest, successors-in-office and successors-in-assigns) of the **OTHER PART**.

WHEREAS one **Lalit Mohan Naskar**, son of **Haripada Naskar** of **77/1, Ashoke Road, P.S. Patuli (formerly Jadavpur), Kolkata - 700084**, the father-in-law of the Land Owner herein, was absolute owner of landed property in **R.S. Dag No. 448 under R.S. Khatian No. 143, R.S. Dag Nos. 434 and 435 under R.S. Khatian No. 141** and in other various Dag, in total **349 decimal land**, in **Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 - 1518**, under **Police Station - Patuli formerly Jadavpur**, within **A.D.S.R. Office - Alipore, District - South 24 Parganas**;

AND WHEREAS said Lalit Mohan Naskar died intestate on 06/07/1992, leaving behind his wife Smt. Kanchan Bala Naskar, two sons namely Sri Anil Kumar Naskar and Sri Ajit Kumar Naskar and three daughters namely Smt. Krishna Mondal, Smt. Renu Bala Mondal and Smt. Pratima Mondal, as his only legal heirs and successors who jointly inherited aforesaid property of said Lalit Mohan Naskar, as per the Hindu Succession Act, 1956;

AND WHEREAS said Kanchan Bala Naskar died intestate on 20/11/1996, leaving behind said two sons namely Sri Anil Kumar Naskar and Sri Ajit Kumar Naskar and three daughters namely Smt. Krishna Mondal, Smt. Renu Bala Mondal and Smt. Pratima Mondal, as her only legal heirs and successors who jointly inherited Kanchan Bala Naskar's share in the aforesaid property, on which each became owner of undivided 1/5th share as per the Hindu Succession Act, 1956;

AND WHEREAS said Sri Anil Kumar Naskar, Sri Ajit Kumar Naskar, Smt. Krishna Mondal, Smt. Renubala Mondal and Smt. Pratima Mondal jointly sold, conveyed and transferred a plot of land measuring about 4 (four) Cottahs more or less in R.S. Dag No. 448 under R.S. Khatian No. 143 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 - 1518, under Police Station - Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, and other landed property along with all easement rights therein in favour of Smt. Shipra Naskar, the Land Owner herein as well as the Purchaser therein, by a duly registered *Kobala* (Bengali Sale Deed) on 11/03/1997, which was registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas and has been recorded in Book No. 1, Volume No. 122, Pages from 27 to 42, being No. 3247, for the year 1997;

AND WHEREAS said Lalit Mohan Naskar was absolute owner of plot of land measuring about 14 (fourteen) Cottahs more or less with structure standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 - 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office -

Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700084 and other landed property;

AND WHEREAS said Lalit Mohan Naskar had love and affection towards his son Sri Ajit Kumar Naskar;

AND WHEREAS said Lalit Mohan Naskar executed a Family Settlement Trust Deed on 9th March, 1984 in respect of his aforesaid property in favour of his son Sri Ajit Kumar Naskar and said Family Settlement Trust Deed was registered in the Office of District Sub-Registrar at Alipore, South 24-Parganas and had been recorded in Book No. I, Volume No. 95 (X), Pages 1 to 9, being No. 3391, for the year 1984;

AND WHEREAS said Lalit Mohan Naskar died on 06/07/1992 leaving behind his aforesaid Family Settlement Trust Deed dated 09/03/1984 and after death of said Lalit Mohan Naskar said Sri Ajit Kumar Naskar became absolute owner of aforesaid property as beneficiary of the said Family Settlement Trust Deed dated 09/03/1984;

AND WHEREAS Sri Ajit Kumar Naskar was absolute owner seize and possess of plot of land measuring about 14 (fourteen) Cottahs more or less with structure standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 - 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being the K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700084, along with all easement rights therein, free from all encumbrances;

AND WHEREAS Sri Ajit Kumar Naskar had and has natural love and affection towards his wife Smt. Shipra Naskar, the Land Owner herein;

AND WHEREAS said Sri Ajit Kumar Naskar gifted, conveyed and transferred a plot of land measuring about 1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less out of 14 (fourteen) Cottahs more or less with a tiles shed structure measuring about 500 sq.ft. standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700084, along with all easement rights therein in favour of his wife Smt. Shipra Naskar, the Land Owner herein as well as the Donee therein, by a duly registered *Kobala* (Bengali Sale Deed) on 11/03/1997, which was registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas and has been recorded in Book No. I, CD Volume No. 16, Pages from 3782 to 3795, being No. 03587, for the year 2012;

AND WHEREAS in pursuance of the aforesaid facts, Smt. Shipra Naskar, the Land Owner herein became sole owner of aforesaid two adjacent plots of land, measuring about 4 (four) Cottahs more or less and 1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less, in total 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and as such owner duly mutated and recorded her name with the Kolkata Municipal Corporation (K.M.C.) and the said property subsequently came to be known and numbered as the K.M.C. Premises No. 88, Ashoke Road, Assessee No. 31-101-02-1047-5, in K.M.C. Ward No. 101, Police Station – Patuli, Kolkata – 700084, under the Kolkata Municipal Corporation;

AND WHEREAS Smt. Shipra Naskar, the Land Owner herein, the Land Owner herein, is absolute lawful sole owner of a homestead land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and one tiles shed structure standing thereon, lying and situated in R.S. Dag No. 448(P) under R.S. Khatian No. 143, and R.S. Dag No. 433(P) under R.S. Khatian No. 141, of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi

Nos. 246, 1516 – 1518, under Police Station : Patuli, within A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.) area, being the K.M.C. Premises No. 88, Ashoke Road, Assessee No. 31-101-02-1047-5, in the K.M.C. Ward No. 101 under Borough No. XII, Kolkata – 700084 and entire this property hereinafter called and referred to as the **said land/said premises** which is morefully described in the Schedule 'A' hereunder written;

AND WHEREAS the Land Owner herein is very much desirous to construct a G+IV storied building on her **said land** but she has no such fund as well as experience in this matter and so the Land Owner approached the Developer herein to make construction of a new G+IV storied building as per building plan to be sanctioned by The Kolkata Municipal Corporation at the Developer's cost;

AND WHEREAS the Land Owner herein represented to the Developer of her intention to develop the **said land/said premises** more fully mentioned in the Schedule 'A' hereunder written, through the Developer herein and the title of the Land Owner is free clear and marketable and free from all encumbrances;

AND WHEREAS relying on the aforesaid representation of the Land Owner herein, the Developer herein agreed to develop the **said land/said premises** more fully mentioned in the Schedule 'A' hereunder written;

AND WHEREAS in the mean time, on request of the Land Owner herein, the Developer herein obtained a building permit vide No. 2018120291 dated 21/02/2019, sanctioned by the Kolkata Municipal Corporation Borough No. XII in respect of the above mentioned premises vide the K.M.C. Premises No. 88, Ashoke Road, in the K.M.C. Ward No. 101, P.S. Patuli, Kolkata – 700084, more fully mentioned in the Schedule 'A' hereunder written;

AND WHEREAS the Land Owner herein and the Developer herein enter into this Agreement in respect of the **said land/said premises** on the terms of conditions as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

ARTICLE - I
DEFINITIONS

- A. In this agreement unless it be contrary or repugnant to the subject or context be following words and/or expressions shall mean as follows :-
- i) "The OWNER" shall mean the Land Owner above named **Smt. Shipra Naskar alias Smt. Sipra Naskar** and her legal heirs, executors, administrators, successors, legal representatives, nominees and assigns.
 - ii) "The DEVELOPER" shall mean the Developer above named **Sri Gautam Dhar Chaudhuri** the sole proprietor of **M/s. Gautam Dhar Chaudhuri**, and his legal heirs, executors, administrators, successors, legal representatives, nominees, successors-in-interest, successors-in-office and assigns.
 - iii) "The LAND/PREMISES" shall mean **ALL THAT** piece and parcel of homestead land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and one old tiles shed with cemented flooring structure measuring about 500 Sq.ft. standing thereon, lying and situated in R.S. Dag No. 448(P) under R.S. Khatian No. 143, and R.S. Dag No. 433(P) under R.S. Khatian No. 141, of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 - 1518, under Police Station : Patuli, within A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.) area, being the K.M.C. Premises No. 88, Ashoke Road, Assessee No. 31-101-02-1047-5, in the K.M.C. Ward No. 101 under Borough No. XII, Kolkata - 700084, as morefully described in the Schedule 'A' hereunder written on which the proposed building is to be constructed as per the Kolkata Municipal Corporation sanctioned building plan.
 - iv) "The ARCHITECT/L.B.S." shall mean such Architect or L.B.S. may be appointed as ARCHITECT/L.B.S. by the Developer, from time to time, for the proposed building.

- v) "The BUILDING PLAN" shall mean the sanctioned building permit vide No. 2018120291 dated 21/02/2019, sanctioned by the Kolkata Municipal Corporation Borough No. XII and/or revised building plan as to be sanctioned in respect of the **said land** and shall also wherever the context permits, includes such plans modified or revised, drawings, elevations and specification as are prepared by the ARCHITECT/L.B.S. including variation/modification therein if any. ✓
- vi) "The NEW BUILDING" shall mean the proposed G+IV storied building which will be constructed as per the Kolkata Municipal Corporation sanctioned building plan at the **said premises** by the Developer herein.
- vii) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the new building.
- viii) "The OWNER'S ALLOCATION" shall mean upon completion of construction of the proposed building, the Land Owner will be entitled to get 45% of total sanctioned flat area including (i) entire first floor flat area of the proposed building, (ii) one 3BHK flat at the South-West side on the fourth floor of the proposed building, AND four open car parking spaces on the ground floor under the roof of the said building, each measuring about 120 Sq.ft. more or less with amicably right to ingress and egress therein at the said premises **TOGETHERWITH** undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents. The Developer **must give** aforesaid flats and car parking spaces to the Land Owner as the Owner's Allocation, **after compulsory allotment** of the aforesaid flats and car parking spaces to the Land Owner, if such flat area will not cover 45% of total sanctioned flat area then the Developer will pay monetary benefit to the Land Owner just for **remaining area** of 45% of total sanctioned flat area @ Rs.3500/- per square feet on built up area, at the time of handover possession of the Owner's Allocation in the proposed building, which are morefully described in the Schedule 'B' hereunder written.

- ix) "The DEVELOPER'S ALLOCATION" shall mean the remaining area of the proposed G+IV storied building including 55% of total sanctioned flat area AND remaining car parking spaces on the said land **TOGETHERWITH** the right to transfer undivided proportionate share in the **said land** in favour of the intending purchasers as the Attorney of the Land Owner herein and the common portions of the building in accordance with the terms and conditions of these presents, as morefully described in the Schedule 'C' hereunder written, save and except the Owner's Allocation mentioned hereinabove. The Developer shall not have any right and interest on the (i) entire first floor flat area of the proposed building, (ii) one 3BHK flat at the South-West side on the fourth floor of the proposed building, AND four open car parking spaces on the ground floor under the roof of the said building, each measuring about 120 Sq.ft. more or less, which flats and car parking spaces are mentioned as the Owner's Allocation hereinabove.
- x) "The COMMON EXPENSES" shall mean and include all expenses to be incurred by the unit owners for the management and maintenance of the building and the premises after obtaining peaceful possession in the proposed building by the individual unit owners.
- xi) "The COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including staircase, lobbies, the ultimate roof, passage, facilities which may be mutually agreed upon and between the parties as required for the establishment locations enjoyment provisions maintenance and/or management of the building.
- xii) "The PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the said premises to be completed and possession of the completed units are taken over by the unit owners.
- xiii) "The PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the covered area of all the units in the new building.

xiv) "The UNIT" shall mean any flat or other covered/exclusive area in the new building, which is capable of being exclusively owned used and/or enjoyed by any Unit Owner and which is not the common portions.

xv) "The UNIT OWNER" shall mean any person who acquires, holds and/or owner any unit in the new building and shall include the Owner and the Developer, for the units held by them from time to time.

xvi) "The TIME" shall mean the proposed building shall be completed within 24 (twenty four) months from the date of signing of this agreement. If the proposed building shall not be completed within said 24 (twenty four) months then the Developer shall get further 6 (six) months for completion of the proposed building. If the Developer fails to complete the project within the statutory period then the Developer will pay Rs.5,000/- (Rupees Five Thousand) only per month as compensation till to the handover the Owner's Allocation.

xvii) "The SOCIETY" shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided, that until such Association is formed the Developer would be entitled to collect the common expenses.

xviii) "The SPECIFICATIONS" shall mean the specifications for the new building as stated hereinafter below.

xix) "The TITLE DEED" shall mean all the deeds and documents referred to hereinabove in the recital in respect of the plot of land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and one old tiles shed with cemented flooring structure measuring about 500 Sq.ft. standing thereon, lying and situated in R.S. Dag No. 448(P) under R.S. Khatian No. 143, and R.S. Dag No. 433(P) under R.S. Khatian No. 141, of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station : Patuli, within A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.) area, being

the K.M.C. Premises No. 88, Ashoke Road, Assessee No. 31-101-02-1047-5, in the K.M.C. Ward No. 101 under Borough No. XII, Kolkata – 700084.

xx) "The ADVOCATE" to the project shall mean the Developer may from time to time, appoint as the Advocate for the project.

B. THE OWNER HAS REPRESENTED TO THE DEVELOPER AS FOLLOWS:-

- i) That the Owner absolutely seize and possess of and/or otherwise well and sufficiently lawfully entitled to the said premises mentioned hereinabove.
- ii) That the right title and interest of the Owner in the said premises mentioned hereinabove is free from all encumbrances and the Owner has a clear marketable title to the same.
- iii) That the entirety of the said premises mentioned hereinabove saves is in actual, have well demarcated physical possession of the Owner.
- iv) That the Owner has not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- vi) That the Owner has not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.
- vii) That the Owner is not aware of any impediment affecting the said premises mentioned hereinabove whereby she is in any way barred from entering into this agreement.

viii) That the Owner is fully and sufficiently entitled to deal with, develop and/or dispose off the said premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE - II
COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of "FORCE MAJEURE".

2.2 This Agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in new proposed building by the Developer in the manner as provided herein.

ARTICLE - III
OWNER'S RIGHT & REPRESENTATION

3.1 The Owner is absolutely seize and possess of or otherwise well and sufficiently entitled to the said premises.

3.2 The said premises is free from all encumbrances and the Owner has a clear marketable title in respect of the said premises.

3.3 The Owner handover or deliver to the Developer all original title deeds and all other documents relating to the said property which are in possession of the Owner at or before signing/execution of these presents or thereafter.

ARTICLE - IV
DEVELOPER'S RIGHT & REPRESENTATION

4.1 The Owner hereby grants exclusive right to the Developer to develop the said premises and construct building at the said premises in accordance with the aforesaid building plan sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification.

4.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction / amendment / revised plan from the Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises.

4.3 That save and except the Owner's allotted portion, the Developer has full rights to execute any agreement for sale and transfer and convey the Developer's allocation according to own choice.

ARTICLE - V

DEVELOPER'S OBLIGATION

5.1 The Building shall be constructed and completed by the Developer herein under his supervision and control.

5.2 All costs, charges, fees, statutory payments, taxes and expenses of whatsoever name called for construction and completion of the said building, its materials fittings and fixtures in all respect, including temporary and permanent connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be the responsibility and/or liability towards payment of any dues, liabilities costs, charges and expenses of the Developer. However to avoid any future doubts it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective Flat/Unit shall be borne by the concerned unit owner including the land owner herein and the Developer shall have no responsibility for the same.

5.3 The Developer shall be solely responsible for and make and pay all payments, wages, salaries, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and other by whatsoever name called or

described, appointed, deputed or engaged or required or put on site for the construction and completion of the proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer of them.

ARTICLE – VI
OWNER'S OBLIGATION

- 6.1 The Owner herein shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavit and declaration as may be required from time to time for all or any permission consent, sanction or licence required under the law in connection with or relating to or arising out of construction and completion of the said building or as may be required from time to time in accordance with law.
- 6.2 To provide the Developer with appropriate registered powers as are or may be required in connection with mutation to the Kolkata Municipal Corporation in name of the Owner related to the said premises herein, sanction, construction, completion of the proposed building and to appear for and represent the Owner before all concerned authorities and to make sign and execute application, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits/licences and other allocations of building materials and/or for temporary and permanent, connections of water, sewerage and electricity or as may required from time to time in accordance with the law and all costs and expenses in that respect shall be borne by the Developer and in this respect the Owner shall appoint the Developer herein or its nominee(s), as her attorney(s), to do all the acts, deeds and things for completion of the proposed building in and upon the aforesaid premises.
- 6.3 The Owner herein shall provide the Developer with appropriate registered powers as are or may be required to sign, execute, registry and appear all the papers and plans required for approval of building plan, revised building plan, modify building plan, regularise building plan, completion plan, drainage/sewerage connection and any other deeds, documents, declarations, Affidavits for required building plan from the Kolkata Municipal Corporation (K.M.C.) authority and other competent authority.

6.4 The Owner herein shall also provide the Developer with appropriate registered powers as are or may be required to negotiate all such terms for and to agree to sell and to sell the Developer's allocation at the said premises to any intending purchaser/purchasers and at such price which the Developer in own discretion thinks fit and proper and to agree upon and to enter into any agreement and/or agreements and/or sale deed and/or deed of conveyance for such sale or sales and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all the Deeds and appear before the registry office and receive the earnest money and/or consideration money.

ARTICLE - VII

7.1 The land upon which the said building shall be constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remains common, impartible, indivisible and undivided share as the Owner and the Developer shall be at liberty to deal with their allocated portion together with the undivided proportionate part or share of the land as well as common area and facilities in accordance with law.

7.2 That Indenture of Conveyance, Agreement for Sale, Sale Deed that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portion and/or any part thereof shall be prepared by the Developer's Advocate and the Owner shall only execute Indenture of Conveyance(s) unto and in favour of the Developer and/or its nominee or nominees as case may be subject to the terms and conditions provided herein.

ARTICLE - VIII

COMMON OBLIGATION

8.1 On and from the date of completion of the building, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

- a. To pay punctually and regularly for their respective allocations all rates, taxes, K.M.C. taxes, electric charges, levies, fees, charges, impositions and outgoings to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective owners 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.
- b. To pay punctually and regularly their respective proportionate part of share of service charges for the common areas and facilities.

ARTICLE – IX
MISCELLANEOUS

9.1 This Agreement shall always be treated as an Agreement by and between "Principal" to "Principal". The Owner and the Developer have entered into the Agreement purely as a Contract and nothing contained herein shall be deemed to constructed or constitute as Partnership between the Owner and the Developer or an Association of Persons, nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises 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 there under subject to the terms and conditions of these presents.

9.2 From the date of delivery of possession of the said premises by the Owner in favour of the Developer, the possession of the said premises along with the rights of the develop in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner to the Developer.

9.3 It is also agreed and accepted between the parties hereto that the Owner shall not interfere about the constructional work about the proposed building to be constructed as per the sanctioned building plan.

9.4 All the dues, arrears of outstanding in respect of the said premises on account of the Kolkata Municipal Corporation and any other Competent Authority Taxes, levies whatsoever before signing of this Agreement, it shall be to the account of the Owner and the Owner bear all such expenses at first just after signing of this Agreement.

9.5 In case in future any defect or litigation problem or lacuna in the title of the Owner is found or any outstanding or liability in respect of the premises is found in such event, without prejudice to the Developer's other rights herein and/or under the law; to remove the defect or solve such litigation problem or clear the liability or bear and compensate the outstanding and loss of the Developer for any problem by the Owner herein at her own cost.

9.6 From the date of service of notice of completion of the Owner's allocation as per terms of this agreement from the Developer and delivery of possession thereof to the Owner, then the Owner shall pay the Municipal taxes and other liabilities in respect of the Owner's allocation.

9.7 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

9.8 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner to her last known address or addresses intimating that the Owner's allocation area are completed.

9.9 After expiry of 7 (seven) days from the date when the Developer service to the Owner a notice of completion of the Owner's allocation, it will be treated that the Owner has taken her possession in Owner's allocation in the proposed building.

9.10 The Developer demolished existing construction of the Owner herein, on the said land at Developer's own cost and the Developer had/has sole right on the said demolishing/broken materials of the said construction and on the said materials and the Owner shall have no right or claim.

9.11 That after execution of this Agreement, the Owner shall not enter any Agreement or transfer or charge or liens or assign the **said land** or any part or share of it which is fully mentioned and described in the Schedule 'A' hereunder written with/to any person(s) except the Developer herein.

ARTICLE - X
FORCE MAJEURE

10.1 The parties hereto shall not be liable for any obligation herein under to the extent the performance of the relative obligations, prevented by the existence of the 'FORCE MAJEURE' which shall mean and include flood, earth quake, riot, storm, tempest, civil commotion, strike, lock out, labour problem, litigation problem and/or any other acts or commission beyond the control of the Developer affected thereby and also non availability of essential materials like cement, steel etc. and shall be suspended from the obligation during the duration of the 'FOURCE MAJEURE'.

ARTICLE-XI
COURT JURISDICTION

11.1 Disputes relating to this Agreement or its interpretation shall be referred to the local Civil Court under the High Court, Calcutta. The order and/or decree of the Ld. Court shall be final and binding upon the parties.

THE SCHEDULE "A" REFERRED TO ABOVE
(Description of the **said land/said premises)**

ALL THAT piece and parcel of homestead land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and one old tiles shed with cemented flooring structure measuring about 500 Sq.ft. standing thereon,

where proposed building will be constructed, lying and situated in R.S. Dag No. 448(P) under R.S. Khatian No. 143, and R.S. Dag No. 433(P) under R.S. Khatian No. 141, of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station : Patuli, within A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.) area, being the K.M.C. Premises No. 88, Ashoke Road, Assessee No. 31-101-02-1047-5, in the K.M.C. Ward No. 101 under Borough No. XII, P.O. Garia, Kolkata – 700084, together with all easement rights therein, including right of egress and ingress and right to take water connection, sewer and drainage connection, electric, gas, telephone line connection, etc. over and beneath the adjacent roads and the entire property is butted and bounded by as follows :

- ON THE NORTH** : 77/1, Ashoke Road, Kolkata - 700084;
- ON THE SOUTH** : 70/71, Ashoke Road and 77/1/1, Ashoke Road, Kolkata - 84;
- ON THE EAST** : 8' feet wide black top Road maintained by the K.M.C.;
- ON THE WEST** : 16' feet wide black top Road maintained by the K.M.C.

SCHEDULE "B" REFERRED TO ABOVE

(OWNER'S ALLOCATION)

The Land Owner will be entitled to get 45% of total sanctioned flat area including (i) entire first floor flat area of the proposed building, (ii) one 3BHK flat at the South-West side on the fourth floor of the proposed building, AND four open car parking spaces on the ground floor under the roof of the said building, each measuring about 120 Sq.ft. more or less with amicably right to ingress and egress therein at the said premises **TOGETHERWITH** undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents. The Developer **must give** aforesaid flats and car parking spaces to the Land Owner as the Owner's Allocation, **after compulsory allotment** of the aforesaid flats and car parking spaces to the Land Owner, if such flat area will not cover 45% of total sanctioned flat area then the

Developer will pay monetary benefit to the Land Owner just for **remaining area** of 45% of total sanctioned flat area @ Rs.3500/- per square feet on built up area, at the time of handover possession of the Owner's Allocation in the proposed building.

SCHEDULE "C" REFERRED TO ABOVE

(DEVELOPER'S ALLOCATION)

The Developer will get the remaining area of the proposed G+IV storied building including 55% of total sanctioned flat area AND remaining car parking spaces on the said land **TOGETHERWITH** the right to transfer undivided proportionate share in the **said land** in favour of the intending purchasers as the Attorney of the Land Owner herein and the common portions of the building in accordance with the terms and conditions of these presents, save and except the Owner's Allocation mentioned hereinabove. The Developer shall not have any right and interest on the (i) entire first floor flat area of the proposed building, (ii) one 3BHK flat at the South-West side on the fourth floor of the proposed building, AND four open car parking spaces on the ground floor under the roof of the said building, each measuring about 120 Sq.ft. more or less, which flats and car parking spaces are mentioned as the Owner's Allocation hereinabove.

SCHEDULE "D" REFERRED TO ABOVE

(Common area, facilities and services)

1. Drainage and sewerage system of the building.
2. Staircase and lobbies, having lighting fixtures and windows fittings fitted with glass in common area.
3. Boundary wall and gates of the premises. Right to use of roof of the building in common with other purchasers/owners/occupiers.

4. Electric motor and water pump, common water pipe line, underground water reservoir, overhead water tank for water supply to different flats.
5. Electrical wiring and fittings and fixture for lighting the staircase, roof, lobby and other common areas and for operating the water pump and motor.
6. Common electric wiring in common portion of the building and main switch and meters.
7. Water and sewerage evacuation pipes from the flats to drains and sewerages common to the building.
8. Lift and lift machine room, Electric Meter room of the building.

SCHEDULE "E" REFERRED TO ABOVE

(Common Expenses)

1. Drainage and sewerage system of the building.
2. Staircase and lobbies, having lighting fixtures and windows fittings fitted with glass in common area.
3. Boundary wall and gates of the premises. Right to use of roof of the building in common with other purchasers/owners/occupiers.
4. Electric motor and water pump, common water pipe line, underground water reservoir, overhead water tank for water supply to different flats.
5. Electrical wiring and fittings and fixture for lighting the staircase, roof, lobby and other common areas and for operating the water pump and motor.
6. Common electric wiring in common portion of the building and main switch and meters.

SCHEDULE OF WORK

- Floors** : Tiles Flooring to all floor.
- Doors** : Frame will be wooden, all doors will be of flush type finish and necessary accessories with primer & PVC Door in toilet.
- Kitchen** : Black stone cooking platform fitted with stainless steel wash sink and one bib cock and white tiles up to 2'-6" height upon the cooking platform.
- Toilet** : Tiles up to 6'-0" in toilet with white wash basin, shower and commode.
- Electrical** : Concealed wiring with copper wires as per ISI specifications, as follows : (i) Light points 2 nos, one fan point and one plug point in each bed room; (ii) Television point, Light points 2 nos., one fan point for drawing/dining room; (iii) One light point, one exhaust fan/chimney point, two plug points in kitchen; (iv) One light point, one exhaust fan point and one gusser point in toilet; (v) One light point and one exhaust fan point in W.C.; (vi) One light point in veranda; (vii) One power point for refrigerator and one power point for washing machine.
- Water** : PVC pipe, water will be supplied by corporation to ground water reservoir and distributed through overhead reservoir.
- Windows** : Aluminum sliding window fitted with glass and necessary accessories.
- Plaster** : All wall surface (inside) will be finished by plaster of paris and weather coat coloured in out surface of wall.
- Roof** : Roof will be net cemented with roof treatment.

N.B. All other works beyond work schedule will be treated as extra work, which expenses/cost bear by the Owner and must be paid to the Developer before taking possession and/or demand by the Developer, whichever is earlier.

IN WITNESSES WHEREOF the parties hereto set, sealed and subscribed their respective hands and seals on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the **PARTIES** herein in Kolkata IN
presence of following WITNESSES :

1. *Ajit Kumar Naskar*
77/1 Ashok Road
Cal - 84

LTI of Sipra Naskar
by the pen of *Ajit Kumar Naskar*

Signature of the Land Owner

2. *Purjendu Shekhar Naskar*
77/1 Ashok Road
Kol - 700084

Ms. GOUTAM DHAR CHAUDHURI
Goutam Dhr Chau. Ds
Proprietor

Signature of the Developer

Prepared as per instruction by
the parties herein & Drafted by:

[Signature]
20/7/22

Surya Prasad Datta Roy
Advocate

Alipore Judges' Court,
Kolkata - 700 027.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160500362 for the year 2020.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR

Date: 2020.01.27 19:11:52 +05:30

Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/01/27 07:11:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)