

SIM 4379/15

D-04156/2015



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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I certify that the document is genuine
 registration. the signature sheets and
 the endorsement sheets attached with
 this document are part of this document.

District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas
 22 MAY 2015

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made this 22th day
 of May, 2015 (Two Thousand Fifteen) Between

Am

V.C. No. 940/15

30 MAR 2015

52205

No.....Rs. 100/- Date.....

Name: M/S L.A Realty

Address: P-16, C.I.T. Road, Kol-14

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol - 27

Prasenjit Ghose

1981
24/5/15

L.A REALTY

Prasenjit Ghose
Partner

1982

Prasenjit Ghose
22 MAY 2015

1998

Govind Deb
22 MAY 2015



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1999

Mukul Krishna Roy
22 MAY 2015

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Alipore Judge Court
Kol - 27
(A/13/10/13/14/20/09)

1) **SMT. SOMA DEB**, wife of Sri Pamir Deb, by faith- Hindu, By occupation- House wife, residing at Kali Bazar Laskarpur, P.O. Laskarpur, P.S. Sonarpur, Kolkata-7000153, and 2) **SRI MUKUL KRISHNA ROY**, PAN-ADGPR0882G, son of Late Bhushan Chandra Roy, by occupation- School teacher, 3) **SMT. BAKUL RANI ROY**, PAN-ANYPR1263P, wife of Sri Mukul Krishna Roy, by occupation- house hold, 4) **SRI BIPRANEEL ROY**, PAN-ATVPR4308J, son of Sri Mukul Krishna Roy, by occupation- student, and 5) **SRI SUBHRANEEL ROY**, PAN-ATVPR4233L, son of Sri Mukul Krishna Roy, by occupation- student, all by faith- Hindu, residing at Uttar Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, and 6) **SMT. DIPALI ROY CHUDHURY**, PAN-ADHPR6837Q, wife of Sri Bikash Chudhury, by faith- Hindu, By occupation- House wife, residing at 9/33A, Netaji Nagar, P.O. Regent Estate, P.S. Jadavpur now Patuli, Kolkata-700092, permanent address 8/1, Thakurdas Dutta Lane, hereinafter all referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and/ or assigns) of The **ONE PART/FIRST PARTY**; AND **M/S.LA REALTY** (PAN-AAFFL5214Q), A Partnership Firm having its registered office at P-16, C.I.T. Road, Kolkata-700074, duly represented by its Partners namely 1) **SRI PARVEEN AGARWAL**, (PAN- AGPPA1802M), by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, P.O. Garia, P.S. Sonarpur, Kolkata-700084 and 2) **MR. PRATIK LAKHOTIA**, (PAN-ABWPL2224N), son of Late Suresh Chandra Lakhotia, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 8/10/1, Alipore Road, ^{P.O. & P.S. Alipore} Kolkata-700027, hereinafter called and referred to as the **"DEVELOPERS"** (which term or expression shall unless excluded by or repugnant to the

Dipali Roy Chowdhury

Soma Deb

Pamir

Pratik Lakhotia

Bakul Rani Roy
Mukul Krishna Roy
Bipraneel Roy Samudra Roy



2000

Baxul Rani Roy

22 MAY 2015



2001

Prasmeel Roy

22 MAY 2015



2002

Sabarnal Roy 22 MAY 2015



2003

22 MAY 2015

depali Roy crowding.

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context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY.**

WHEREAS at all material times and until the time mentioned hereafter one Tulshi Das Mishra and Kalpana Mishra were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of the 3 Cotthas 12 Chittaks of danga land (R.S. Dag No.981, R.S. Khatian No.76, 3 Cottahs 4 Chittaks + R.S. Dag No.1075, R.S. Khatian No.171, 08 Chittaks) and situate within Mouza- Ramchandrapur, J.L. No.58, in the District South 24 Parganas and by virtue of a sale deed Book No.I, Volume No.32, Page from 199 to 207, being No.2396 of 1986 sold the said land to one Smt. Samira Ghosh.


AND WHEREAS after the death of said Smt. Samira Ghosh her husband namely Sri Subhash Ghosh and her daughter Smt Soma Deb became the absolute owners of the said land as her only legal heirs by getting each of them $\frac{1}{2}$ share of the total land area i.e. 01 Cotthas 14 Chittaks.

AND WHEREAS the said Sri Subhash Ghosh by virtue of a Gift Deed, being No.4874 of 2011 gifted to his daughter Smt. Soma Deb his $\frac{1}{2}$ share of the total land area i.e. 01 Cotthas 14 Chittaks.

AND WHEREAS Soma Deb herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of 3 Cotthas 12 Chittaks be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, 3 Cottahs 4 Chittaks + R.S. Dag No.1075, R.S. Khatian No.171, 08 Chittaks) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the






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limits of Boonhoogly 1, Gram Panchayet, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.


AND WHEREAS at all material times and until the time mentioned hereafter Sri Bimal Chandra Naskar, Sri Hare Krishna Naskar, Sri Dilip Naskar, Smt Rama Naskar, Smt Pramila Naskar, Smt Sandhya Biswas and Smt Sagarika Mondal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owners of the 02 Cotthas 12 Chittaks of danga land in R.S. Dag No.986, R.S. Khatian No.49 and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet, in the District South 24 Parganas and by virtue of a sale deed the above named owners sold the said land to Sri Mukul Krishna Roy, Smt. Bakul Rani Roy, Sri Bipranil Roy and Sri Suvranil Roy, vide Book No.I, CD Volume No.8, Page from 4083 to 4099, being No.02822 for the year 2009.

AND WHEREAS by another sale deed Sri Mukul Krishna Roy and Smt. Bakul Rani Roy purchased a danga land measuring about 03 Cotthas be the same a little more or less and comprised in R.S. Dag No.982, L.R. Dag No. 1090, R.S. Khatian No.167, L.R. Khatian No.266 and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.228, Touzi No.114, within the limits of Boonhoogly 1, Gram Panchayet, from Smt Bandana Ghosh, Smt Kanyakumari Sur and Smt.Lipi Mitra, vide Book No.I, Volume No.19, Page from X to 139, being No.1046 for the year 2003.

AND WHEREAS by another sale deed Sri Mukul Krishna Roy and Smt. Bakul Rani Roy purchased a danga land measuring about 07 Cotthas be the same a little more or less and

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comprised in C.S. Dag No.981, R.S. Dag No.1089, R.S. Khatian No.17/1 and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet, from Sri Tilak Ghosh, Smt Chaitali Ghosh, Sri Nilanjan Ghosh, and Kumari Doyel Ghosh, vide being No.1382 for the year 2000.

AND WHEREAS now Sri Mukul Krishna Roy, Smt Bakul Rani Roy, Sri Bipranil Roy and Suvranil Roy herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of 07 Cottha 00 Chittaks 00 Sq.ft. be the same a little more or less and comprised in (R.S. Dag No.986, R.S. Khatian No.49, 02 Cottahs 12 Chittaks + R.S. Dag No.982, L.R. Dag No. 1090, R.S. Khatian No.167, L.R. Khatian No.266, 03 Cottahas + R.S. Dag No.981, R.S. Khatian No.17/1, 01 Cottaha 04 Chittaks 00 Sq.ft.) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet.

AND WHEREAS at all material times and until the time mentioned hereafter the husband of Smt. Dipali Roy Chudhury, namely Sri Bikash Roy Chudhury was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of the 02 Cotthas 08 Chittaks 07 Sq.ft. of danga land (R.S. Dag No.981, R.S. Khatian No.76, 02 Cottahs 03 Chittaks 28 Sq.ft. + R.S. Dag No.1075, R.S. Khatian No.171, 04 Chittaks 24 Sq.ft.) and situate within Mouza- Ramchandrapur, J.L. No.58, in the District South 24 Parganas and by virtue of a gift deed Sri Bikash Roy Chudhury gifted the said land to his wife Smt. Dipali Roy Chudhury, vide Book No.1, CD Volume No.5, Page from 1987 to 1999, being No.00981 for the year 2013.





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AND WHEREAS by another sale deed Smt. Dipali Roy Chudhury purchased a danga land measuring about 02 Cotthas 08 Chittaks be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, 02 Cottahs 05 Chittaks 07 Sq.ft + R.S. Dag No.1073, R.S. Khatian No.171, 02 Chittaks 38 Sq.ft.) and situate within Mouza-Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet, from one Sri Satya Charan Mondol vide Book No.I, Volume No.112, Page from 207 to 212, being No.5350 for the year 1983.

AND WHEREAS now the owner herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of 05 Cotthas 00 Chittaks 07 Sq.ft. be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, 04 Cottahs 08 Chittaks 35 Sq.ft.+ R.S. Dag No.1075, R.S. Khatian No.171, 04 Chittaks 24 Sq.ft. + R.S. Dag No.1073, R.S. Khatian No.171, 02 Chittaks 38 Sq.ft.) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

AND WHEREAS now the owners herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of **15 Cotthas 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks 35 Sq.ft.**+ R.S. Dag No.1075, R.S. Khatian No.171,





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12 Chittaks 24 Sq.ft. + R.S. Dag No.1073, R.S. Khatian No.171, 02 Chittaks 38 Sq.ft. + R.S. Dag No.986, R.S. Khatian No.49, 02 Cottahs 12 Chittaks 00 Sq.ft. + R.S. Dag No.982, R.S. Khatian No.167, 03 Cottahs 00 Chittaks 00 Sq.ft.) and situate within Mouza-Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

AND WHEREAS the owners herein after acquiring the full and absolute right in the said premises duly applied for and got his name mutated in the records maintained in the office of the concerned BL & LRO and have been duly and punctually receiving, paying and discharging the rents, issues and other outgoings concerning and/or relating thereto and has been holding and possessing the **SAID PREMISES** without any interruption, obstruction or demur.

AND WHEREAS the owners with the intention of beneficial and profitable users of the **SAID PREMISES** hath approached the Developers with a proposal of development of the **SAID PREMISES** on Joint Venture Basis for mutual interest and benefit.

AND WHEREAS the owners have now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this joint venture agreement for further guidance concerning mutual rights and obligations.





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**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES
HEREIN AS FOLLOWS :-**

NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH as follows:

ARTICLE -I

(DEFINITION)

OWNERS: 1) **SMT. SOMA DEB**, wife of Sri Pamir Deb, by faith- Hindu, By occupation- House wife, residing at Kali Bazar Laskarpur, P.O. Laskarpur, P.S. Sonarpur, Kolkata-7000153, and 2) **SRI MUKUL KRISHNA ROY**, son of Late Bhushan Chandra Roy, by occupation- School teacher, 3) **SMT. BAKUL RANI ROY**, wife of Sri Mukul Krishna Roy, by occupation- house hold, 4) **SRI BIPRANIL ROY**, son of Sri Mukul Krishna Roy, by occupation- student, and 5) **SRI SUVRANIL ROY**, son of Sri Mukul Krishna Roy, by occupation- student, all by faith- Hindu, residing at Uttar Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur, Kolkata-700103, and 6) **SMT. DIPALI ROY CHUDHURY**, wife of Sri Bikash Chudhury, by faith- Hindu, By occupation- House wife, residing at 9/33A, Netaji Nagar, P.O. Regent Estate, P.S. Jadavpur now Patuli, Kolkata-700092, permanent address 8/1, Thakurdas Dutta Lane

DEVELOPERS: **M/S.LA REALTY**, A Partnership Firm having its registered office at P-16, C.I.T. Road, Kolkata-700074, duly represented by its Partners namely 1) **SRI PARVEEN AGARWAL**, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, P.O. Garia, P.S. Sonarpur, Kolkata-700084 and 2) **MR. PRATIK LAKHOTIA**, son of Late Suresh Chandra Lakhotia, by faith-





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Hindu, by Nationality- Indian, by occupation- Business, residing at 8/10/1, Alipore Road, Kolkata-700027.

The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

1. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developers/Contractors for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developers/Contractors time to time.
2. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Sixth Schedule hereto.
3. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Fourth Schedule hereto.
4. **ARBITRATOR** shall mean such person or persons whom the Developers and Owner jointly may from time to time appoint as the Arbitrator for the Project.
5. **GRAM PANCHYET** shall mean the Boonhoogly 1, Gram Panchayet and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
6. **LAND** shall mean the land comprised in the premises having an area of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an





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area of **15 Cottahs 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks 35 Sq.ft.**+ R.S. Dag No.1075, R.S. Khatian No.171, **12 Chittaks 24 Sq.ft.** + R.S. Dag No.1073, R.S. Khatian No.171, **02 Chittaks 38 Sq.ft.** + R.S. Dag No.986, R.S. Khatian No.49, **02 Cottahs 12 Chittaks 00 Sq.ft.** + R.S. Dag No.982, R.S. Khatian No.167, **03 Cottahs 00 Chittaks 00 Sq.ft.**) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet.

7. **NEW BULDING** shall mean and include the building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Boonhoogly 1, Gram Panchayet and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developers.
8. **COMMON FACILITIES** : shall mean and include stair-cases, common passages, open spaces, water supply system, water, water pump and motor, specific tank, Electric lines, Land, Boundary Walls, roof, main gate of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "D" herein below.
9. **OWNER'S ALLOCATION** : a) shall mean proportionate area of the Smt. Soma Deb which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor which will be multiplied by 44% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to



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the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.25,000/- (Rupees Twenty Five Thousand) only to the Owner from developers at the time of signing this agreement which is adjustable.

b) shall mean proportionate area of the Sri Mukul Krishna Roy, Smt. Bakul Rani Roy, Sri Bipranil Roy and Sri Suvranil Roy which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor which will be multiplied by 40% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the supplementary agreement for land owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only at the time of signing this agreement rest of the amount Rs. 28,50,000/- only after execution of this agreement to the Owners from developers which is adjustable.

c) shall mean proportionate area of the Smt. Dipali Roy Chadhury which is mentioned above shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 45% including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises which is to be allocated to the owner according to demarcated portion or Flat/Car parking space whatsoever as reflected in the






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supplementary agreement for land owner allocation duly signed by the Owner and the Developers after the sanction of the building plan and also get Rs.25,000/- (Rupees Twenty Five Thousand) only to the Owner from developers at the time of signing this agreement which is adjustable.

10. **DEVELOPERS' ALLOCATION** a) shall mean Save and except the Smt. Soma Deb's allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 56% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.

b) shall mean Save and except the Sri Mukul Krishna Roy, Smt. Bakul Rani Roy, Sri Bipranil Roy and Sri Suvranil Roy allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 60% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.





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c) shall mean Save and except the Smt. Dipali Roy Chudhury's allocation shall be divided by the total land which will be multiplied by the sanction area in each floor, which will be multiplied by 55% mentioned hereinabove remaining built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.

11. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by Boonhoogly 1, Gram Panchayet and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the Owner and in case of any Revised Plan also such approval has to be taken.
12. **PREMISES** shall mean having danga land comprised in the premises having an area of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of **15 Cotthas 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks**





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35 Sq.ft.+ R.S. Dag No.1075, R.S. Khatian No.171, 12 Chittaks 24 Sq.ft. + R.S. Dag No.1073, R.S. Khatian No.171, 02 Chittaks 38 Sq.ft. + R.S. Dag No.986, R.S. Khatian No.49, 02 Cottahs 12 Chittaks 00 Sq.ft. + R.S. Dag No.982, R.S. Khatian No.167, 03 Cottahs 00 Chittaks 00 Sq.ft.) and situate within Mouza-Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet more fully described in the First Schedule hereto.

13. **PROJECT** shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit Owners.
14. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.
15. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.
16. **UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developers/Builders for the Units held by them from time to time.
 - a) **MASCULINE GENDER** shall include the feminine and vice versa.
 - b) **SINGULAR** shall include the plural and vice versa.





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17. **SUBMISSION OF THE DOCUMENTS** : at the time of agreement all the certify copy of original Deeds, tax receipt, documents, heirs certificate and all other related necessary papers shall be submitted by the owner to the Developers and against this submission the Developers issue a proper receipt to the land owner for his documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developers' allocation and all other allied jobs.
18. **SALEABLE SPACE** : shall mean the space which have fallen in the Developers' Allocation in the new proposed building available for independent use and occupation after making due provisions for the Owners' Allocation together with all proportionate common facilities and the space as required thereof.
19. **FORCE MAJURE**: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.
20. **TRANSFER**: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.
21. **TRANSFeree**: shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
22. **COVERED & BUILT UP AREA**: shall mean covered area the area multiplication of length & breadth of the flat or unit, measured wall to wall externally in both length & breadth side plus proportionate share of stair case with landing, plus proportionate





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shares of caretaker room & toilet (Service Area) plus proportionate share of ground floor stair and landing over this/these to arrive at covered area.

ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

ARTICLE – II

OWNERS' OBLIGATION

- 2.1.The 'owners' have agreed to produce the original papers of the schedule land comprised in the premises having an area of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of **15 Cottahs 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks 35 Sq.ft.**+ R.S. Dag No.1075, R.S. Khatian No.171, **12 Chittaks 24 Sq.ft.** + R.S. Dag No.1073, R.S. Khatian No.171, **02 Chittaks 38 Sq.ft.** + R.S. Dag No.986, R.S. Khatian No.49, **02 Cottahs 12 Chittaks 00 Sq.ft.** + R.S. Dag No.982, R.S. Khatian No.167, **03 Cottahs 00 Chittaks 00 Sq.ft.**) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet.
- 2.2.The 'owners' have agreed to make over possession of the said property now within his possession of the schedule land comprised in the premises having an area of **ALL THAT** piece and parcel of danga land hereditament and premises containing by





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estimation an area of **15 Cottahs 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks 35 Sq.ft.**+ R.S. Dag No.1075, R.S. Khatian No.171, **12 Chittaks 24 Sq.ft.** + R.S. Dag No.1073, R.S. Khatian No.171, **02 Chittaks 38 Sq.ft.** + R.S. Dag No.986, R.S. Khatian No.49, **02 Cottahs 12 Chittaks 00 Sq.ft.** + R.S. Dag No.982, R.S. Khatian No.167, **03 Cottahs 00 Chittaks 00 Sq.ft.**) and situate within Mouza-Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly 1, Gram Panchayet and/or relevant Statutory Authority subject to the terms and conditions hereinafter contained.

2.3. Subject to the proceeding clause, the 'Owner' hereby grant exclusive license and permission to the 'developers' to construct, erect and complete a multistoried building including the 'owner' share/allocation on the said property in accordance with the building plan to be sanctioned by the Boonhoogly1, Gram Panchayet and/or relevant Statutory Authority within a stipulated period of 36 months from getting sanction plan from the competent authority if the Developer will not be able to complete the work within the stipulated period of 36 months then the owners will give them another 6 months as a grace period and after this if the developer will not able to complete the work then the developer will pay R. 1,00,000/ per month till completion of the work.

2.4. If any litigation is found or any crucial papers are missing regarding the land then the land lords will be responsible but they will also have a chance to correct the papers within a reasonable time and if they fail to do so then they will return the advance money only without any interest.





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2.5. Owners have to collect service tax on all flats they sold to any third party as per Government rate which they either have to give to developer and the developer will pay to Government or the land lords will pay directly to Government if they sell any flat to developer then developer will look after the service tax.

2.6. Owners have to collect Rs. 75,000/- as transformer charge, Rs. 2/- per sq.ft. for 12 months as maintenance charge from purchaser of their flats and the same has to be transferred to developer.

ARTICLE – III

OWNER'S RIGHTS AND REPRESENTATIONS

3.1 The 'owners' are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land comprised in the premises having an area of **ALL THAT** piece and parcel of danga land hereditament and premises containing by estimation an area of **15 Cottahs 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks 35 Sq.ft.**+ R.S. Dag No.1075, R.S. Khatian No.171, **12 Chittaks 24 Sq.ft.** + R.S. Dag No.1073, R.S. Khatian No.171, **02 Chittaks 38 Sq.ft.** + R.S. Dag No.986, R.S. Khatian No.49, **02 Cottahs 12 Chittaks 00 Sq.ft.** + R.S. Dag No.982, R.S. Khatian No.167, **03 Cottahs 00 Chittaks 00 Sq.ft.**) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110, within the limits of Boonhoogly I, Gram Panchayet, more fully and particularly described in the Schedule 'A' hereunder written.





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- 3.2 None other than the said 'owners' have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.
- 3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.
- 3.5 The Developers as well as the Owner shall collect individual clearance Income Tax if required in respect of their individual allocation.


ARTICLE-IV

DEVELOPERS'/PROMOTERS' RIGHTS

- 4.1. The 'developers' will hold possession of the said property as exclusive licensee and the 'developers' have got authority to construct a multistoried building on the said property in accordance with the sanctioned building plan.
- 4.2. If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'owner' and the 'developers' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building.
- 4.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'owner' of the said property or any part thereof to the 'developers' or is creating any right, title or interest in respect thereof of the 'developers' other than an






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exclusive license to the 'developers' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developers' allocation in the building in the manner hereafter stated.

4.4. The developers will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises.

4.5. The developers shall exclusively entitled to **DEVELOPERS' ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owners and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPERS' ALLOCATION**.

4.6. The decision of the **DEVELOPERS** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be slandered one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.

4.7. The owner will give all original documents/papers to the Developers in time of execution of this agreement and also take a receipt from the developers and the Developers shall also return all the documents/papers to the Owner after completion the construction work.

ARTICLE – V

CONSIDERATION AND SPACE ALLOCATION

5.1. The 'developers/promoters' shall complete the construction of the said multistoried building within 36 months from the date of getting sanction plan from the competent authority. However, only on reasonable ground and on request of the 'developers' the



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'owners' consider and extend the completion period of the said construction on the said property and the time shall be the essence of this contract.

5.2. The 'developers' shall on completion of the construction of the building put the owner in undisputed possession of the owner's share/allocation in the manner fully described in the schedule 'B' hereunder written together with all rights in common to the common portions and facilities.

5.3. The 'developers' shall be exclusively entitled to the developers' allocation in the building with the right to transfer or otherwise deal with or dispose of the same and the owners shall not interfere with or disturb quiet and peaceful possession of the developer's allocation provided that the 'developers' have complied with all terms conditions which are to be observed and performed by the developer/promoter under these presents. However such transfer of the developers' allocation is permissible after the developers shall put the owner the physical possession of the owner' allocated portion in the proposed building.

5.4. The owner shall be entitled to transfer and/or otherwise deal with the owner's allocation in the building.

5.5. In so far as necessary all dealings by the 'developers/promoters' in respect of the building shall be in the name of the owner for which purpose the owner has agreed to execute a power of attorney favoring the developer/promoter by these presents with clear understanding that such dealings shall not in any way fasten or create any financial liabilities upon the owner.



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5.6. As soon as the new building shall be completed the **DEVELOPERS** shall give written notice to the Owner for taking the vacant possession of the **OWNERS' ALLOCATION** in the new building as within mentioned and the Owner shall then take the possession in the said allocation of the **OWNERS** and since the date of receiving the such notice the **OWNERS** shall pay the proportionate taxes and maintenance cost for their allocation.

5.7. The **OWNERS** shall execute the deed of conveyance or conveyances in respect of the flats etc. together with undivided proportionate share of the land which shall come under the **DEVELOPERS ALLOCATION** in favour of either the **DEVELOPERS** and/or their nominee or nominees at the time of getting possession of the **OWNERS' ALLOCATION** or thereafter when call for. The cost of the Deed of Conveyance will be borne by the **DEVELOPERS** and/or their nominee or nominees.

ARTICLE – VI

BUILDING

6.1 The developers shall at his own costs and expenses construct erect and complete a multistoried building on the said property within the time specified above in accordance with the sanctioned building plan with good and standard materials as may be specified by the Specification from time to time and owner's contribution would be in form of land comprised in the premises having an area of **15 Cottahs 12 Chittaks 07 Sq.ft.** be the same a little more or less and comprised in (R.S. Dag No.981, R.S. Khatian No.76, **09 Cottahs 00 Chittaks 35 Sq.ft.**+ R.S. Dag No.1075, R.S. Khatian No.171, **12 Chittaks 24 Sq.ft.** + R.S. Dag No.1073, R.S. Khatian No.171, **02 Chittaks 38 Sq.ft.** + R.S. Dag No.986, R.S. Khatian No.49, **02 Cottahs 12 Chittaks**




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00 Sq.ft. + R.S. Dag No.982, R.S. Khatian No.167, 03 Cottahs 00 Chittaks 00 Sq.ft.
) and situate within Mouza- Ramchandrapur, J.L. No.58, R.S. No.196, Touzi No.110,
within the limits of Boonhoogly 1, Gram Panchayet,

- 6.2 The 'developers' shall install and erect in the said multistoried building at their own costs and expenses all the facilities as are required to be provided in the multistoried building having self-contained apartment and constructed for sale of flats.
- 6.3 The 'developers' shall arrange for common meters of common spaces the costs of the same shall be borne by all the flat owners such as all the purchasers including the owner proportionately.
- 6.4 The 'developers' shall arrange for the undivided meters also in respect of all the flats thereon including the owner's allocation and at the cost of the respective occupiers.
- 6.5 The 'developers' shall be authorized in the name of the owner in so far as it necessary to apply for and obtain quotas entitlements and other allocation for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage, sewerage whatsoever to the said building and other inputs and for the construction or enjoyment of the building.
- 6.6 The 'developers' shall at his own costs and expenses and without creating any financial or other liability on the owner construct and complete the said building including the owner's allocation in accordance with the building plan.
- 6.7 All costs, charges and expenses including municipal fees and architect fees shall be discharged by the developers/promoters during the period from the execution of this




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