

2-3498

D-3061/19



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Q. No 1608 - 0000887119/19

E 542262

certified that the document is admitted to registration. The Signatures above and the endorsement sheets attached with the document are the part of this document.

Adtl. District Sub-Registrar
Sonampur, South 24 Parganas

[Signature]
11/06/19



- : **DEVELOPMENT AGREEMENT** : -

THIS DEVELOPMENT AGREEMENT is made on this the 11th day of June, Two Thousand Nineteen.

BETWEEN

(1) **SRI SACHINDRA NATH DAS, PAN - ADSPD2430Q**, (2) **SRI ROHITASWA DAS, PAN - AIOPD0379F**, (3) **SRI SUBHAS MONDAL ALIAS SUBHAS CHANDRA DAS, PAN - ANPPM9676A**, Son of Annada Prasad Das, by faith - Hindu, by occupation - Retired & Business, all Residing at - G-2/1 Acharya Prafulla Nagar, P.O. & P.S. - Sonarpur, Kolkata - 700150, hereinafter collectively called as the **OWNERS** (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **FIRST PART**

-AND-

A.S. CONSTRUCTION, a Partnership Firm duly registered under the Indian Partnership Act, 1932 having its office at Khiristala, P.O. & P.S. Sonarpur, having **PAN : ABEFA8697G**, represented by its partners (1) **Shri Arindam Chowdhury** son of Shri Snatak Ranjan Chowdhury, by faith: Hindu, by occupation: Business, residing at Village: Hasanpur, P.O. Champahati, P.S. Sonarpur, District: South 24-Parganas, Pin - 743330, and (2) **Shri Suman Dasgupta**, son of Himansu Dasgupta, by faith: Hindu, by occupation: Business, residing at Village & P.O. Champahati, P.S. Baruipur, District: South 24-Parganas, Pin - 743330, hereinafter called as the **DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof was mean and include its succession in office and assigns) of the **SECOND PART** ;

WHEREAS one Sri Annada Prasad Das purchased 13 Decimals land out of 304 Decimals Bastu land in R.S. & L.R. Dag No. 1084, under L.R. Khatian No. 5368, 5369 & 5370, at Mouza -

Gorkhara, J. L. No. 22, within the limits of Rajpur - Sonarpur Municipality, on 30.09.1959 from the then owner Sonarpur Milita Udbastu Samabay Krishi Samity Ltd by a Registered Deed of Sale, which was registered at Baruiipur Sub Registry Office, being Deed No. 8603, for the year 1959 and mutated his name in Rajpur - Sonarpur Municipality in Ward No. 11, Holding No. 172 and while in peaceful possession said Sri Annada Prasad Das gifted 8 Cottahs land in favour of Sri Sachindra Nath Das, Sri Rohitaswa Das, Sri Subhas Chandra Das on 5.9.2008 by two Deed of Gift, which were registered at Sonarpur Sub Registry Office, the first one recorded in Book No. 1, Volume No. 25, Pages 4353 to 4364, being Deed No. 9190 and another one recorded in Book No. 1, Volume No. 25, Pages 4365 to 4376, being Deed No. 9192, for the year 2008.

AND WHEREAS by the way of said Deed of Gift Sri Sachindra Nath Das, Sri Rohitaswa Das, Sri Subhas Chandra Das, the Owners herein became the absolute owners of the said land and duly mutated their names in L.R. Settlement Record and have been peacefully possessing the same by paying rent and taxes to the proper authorities.

AND WHEREAS the Owners intend to develop the **said property**, hereinafter defined as Project Property by constructing multistoried building thereon containing self contained flats/apartments but have no expertise or experience for the same.

AND WHEREAS the Developer carries on business as developer of landed property by constructing multistoried building thereon who has approached the Owners and offered to develop the **said property** ;

AND WHEREAS relying on the representation of the Developer regarding their experience and expertise in the field of construction of

multistoried building the Owners have agreed to appoint them as Developer of the project property and had already executed a Registered Development Agreement on 5.7.2017 registered at Sonarpur Registry Office, being Deed No. 3158, for the year 2017 and the owners herein also executed a Development Power of Attorney, which was registered on 5.7.2017 at Sonarpur Registry Office, being Deed No. 3184, for the year 2017 and the Owners herein have executed a Deed of Declaration which was registered on 1.10.2018 at Sonarpur Sub Registry Office, being Deed No. 478, for the year 2018.

AND WHEREAS the terms and conditions for development of the **project property** have been recorded hereunder;

1. **DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:-
 - i) **"Agreed Ratio"** shall mean the ratio of sharing between the Developer and the Owners in the matter of constructed area in the new building which shall be **50 : 50**.
 - ii) **Architect** shall mean the person appointed by the Developer for the purpose of preparation of Building Plans and sanctioning thereof and/or any other acts in connection therewith.
 - iii) **"Building Plans"** shall mean the one or more Building Permits and Plans issued and sanctioned from time to time by the Rajpur Sonarpur Municipality for construction of New Buildings at the Project Property or any parts or portions thereof and shall include all modifications and/or alterations thereto made by the Owners as also all extensions and/or renewals thereof.
 - iv) **"Common Portions"** shall mean such parts, portions and areas in the said **Project Property** which the Architect

identifies or earmarks from time to time to be for common use by all or any one of the Transferees in common with the Parties herein as mentioned in the **SECOND SCHEDULE** hereunder written and include any modifications or alterations thereof as may be made by the Architect from time to time.

- v) **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Project Development and in particular the Common Portions and any other Common Facilities thereat or therefor; rendition of common services in common to the owners and occupiers thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the owners and occupiers thereof; and dealing with all matters of common interest of the owners and occupiers thereof.
- vi) **"Developer's Allocation"** shall mean and include the share of the Developer that is **50%** of the constructed area in the new building.
- vii) **"Proposed Building"** shall mean the G+IV storied building, to be named as **"ANNADA KUNTI BHAWAN"**, proposed to be constructed on the said land mentioned in this agreement as per the building plan to be sanctioned by the competent authority of Rajpur - Sonarpur Municipality.
- viii) **"Owners' Allocation"** shall mean and include the share of the Owners that is **50%** of the constructed area in the new building.
- ix) **"Parking Spaces"** shall include parking slots, plazas and other spaces at the **Project Property** for parking purpose:

- x) **"Project Development"** shall mean and include the development of the Project Property or any part or parts thereof in such manner and to such extent as may be made by the Developer in terms of this Agreement in accordance with the Plan(s) to be sanctioned by the Rajpur Sonarpur Municipality by constructing New Building, Common Portions and other developments and constructions as envisaged herein below at different parts of the said Project Property in such manner and to such extent as may be made by the Developer and shall include any modification or alteration thereof as may be made by the Developer from time to time with permission by the owners.
- xi) **"Parties"** shall mean the Developer and the Owners collectively.
- xii) **"Project Property"** shall mean the pieces or parcels of land hereditaments and premises owned by the Owners described in the **of the FIRST SCHEDULE** hereto except owners existing building.
- xiii) **"Transferable Areas"** shall include Units, covered and open parking spaces, open and covered spaces at the Project Property, land and all other areas, portions or shares comprised in or portion of the Project Property capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.

- xiv) **"Transferees"** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done and shall include the parties hereto for the unsold Transferable Areas.
- xv) **"Units"** shall mean and include-
- a) **"Residential Units"** meaning the flats for residential use **togetherwith** car parking space in any building at the **Project Property**;
 - b) **"Non Residential Units"** meaning office spaces, business centres (including banking), shops, showrooms, retail areas, constructed/covered spaces or the like for use as commercial or any other use other than residential;
2. **The Developer has investigated the title of the Owners in respect of the project property and having been satisfied with the same has offered to develop the project property.**
3. By virtue of the rights hereby granted the Developer is irrevocably authorized to build upon and exploit commercially the **project property** by (i) demolishing the existing structures, **if there be any**, (ii) constructing new building or buildings **at the cost of Developer solely.**
4. **The entire sale proceeds of the materials/scrap/ doors/windows etc. obtained by demolition of old structure, if there be any, will be taken by the Developer. The expenses of demolition shall be borne by the Developer.**

5. The Allocation of the Owners and Developer in the ratio of **50:50** shall be allotted as follows :-
- (i) Ground Floor and First Floor (Commercial Space) shall be allotted 50 : 50 to the Owners and Developer.
 - (ii) Entire Second Floor shall be allotted to the Developer.
 - (iii) Two Flats at Front Side and One Flat at Back Side at the Third Floor shall be allotted to the Owners and One Flat at Back Side of the Third Floor shall be allotted to the Developer.
 - (iv) Two Flats at Front Side and One Flat at Back Side at the Fourth Floor shall be allotted to the Owners and One Flat at Back Side of the Forth Floor shall be allotted to the Developer.

If in future we obtain building Plan for more floor then we execute another supplymentary agreement for specifying the allocation.

At the time of handover owner's allocation if the measurment of Build Up area of owner's allocation comes out upto 200 Sq. Ft. more than developer's allocation, then the Owners shall liable to pay Rs. 3,000/- (Rupees Three Thousand) only per Sq. Ft.

6. The Owners have agreed to appoint A.S. Construction represented by its partners namely **(1) Shri Arindam Chowdhury** and **(2) Shri Suman Dasgupta**, as Developer of the **project property**;

7. **It is represented by the Owners as follows:-**

- i) **The Owners** have not prior to the execution of this agreement, entered into any agreement with any other person or persons in connection with the sale of the Project Property or any part thereof or in connection with its development and the project property is

free from all encumbrances, charges, liens, lispendences, mortgages, claims and demands whatsoever except tenants/ trespassers.

- ii) The Owners have absolute unfettered and unqualified right to enter into this agreement with the Developer.
- iii) The Owners have not stood as Guarantors or Surety for any obligation, liability, bond or transaction whatsoever;
- iv) There is no difficulty in complying with the obligations of the parties as stated hereunder.
- v) The Owners have agreed and contracted with each other for the contribution of the Project Property and its development and commercial exploitation for their benefit through a person having expertise, reputation and infrastructure in the field of construction of multistoried buildings in Kolkata.
- vi) **The Owners have agreed to contribute and ensure the contribution of the Project Property in terms hereof to be henceforth used exclusively and solely for the purpose of the Project Development.**
- vii) There exists no liability in any manner whatsoever in connection with the project property. In the event, any such claim arises the Owners shall takeover and discharge the same.
- 8. The terms and conditions for development of the said property have been recorded hereunder;

9. **In consideration of the mutual promises of the parties:**
- a) The Owners do hereby unequivocally agree that with effect from the date of execution hereof the Developer shall have the sole, exclusive and irrevocable rights, authorities and entitlements (i) to develop and construct upon the Project Property and (ii) to transfer the entire Transferable Areas under Developer's Allocation as morefully contained herein.
 - b) The Developer doth hereby agree that (a) the right granted in its favour shall not be assigned to any other person or Developer.
 - c) Each of the parties agree to carry out its respective obligations and liabilities hereunder in the manner agreed herein within the stipulated periods thereof.
 - d) The Developer agrees to develop the Project Property in the manner hereinafter mentioned and to provide or cause to be provided necessary finance and all requisite workmanship, materials and technical know how for the same.
10. **OVERALL PROJECT MANAGEMENT AND CO-ORDINATION:** The Developer shall exclusively lead in providing overall project management and co-ordination for the Project Development.
11. **PLANNING:** The Owners and the Developer agree that the entire planning and layout for the Project Development, including, inter alia, on the aspects mentioned hereinbelow, shall be done or caused by the Developer.
- i) Appointment of Architect, Engineers and other technical persons for preparation and sanction of Building Plans and for supervision of construction and other acts in connection thereto **and the Owner shall liable to sign all relevant documents for sanctioning the Building Plan.**

- ii) Engage Civil Contractors or Electrical Contractors plumbers and other personnel for any other purposes for construction of building.
 - iii) The design, concept and layout of the Project Development;
 - iv) The different types of constructions and developments at the Project Property including New Buildings, Parking, Common Portions, Facilities for common or exclusive uses and any other Residential, Commercial or Mercantile uses (it being clarified that the above list are neither mandatory nor exhaustive).
 - v) Any development and construction at the Project Property;
 - vi) The nature of the constructions and developments at the Project Property including any underground constructions ;
 - vii) The different purposes for which the Project Property or part or parts thereof or any constructions or developments thereof can be used or be put to use ;
12. **UTILIZATION OF MAXIMUM FAR:** In doing and carrying out the Planning, the Developer shall utilize the maximum FAR available in terms of West Bengal Municipal (Building) Rules, 2007 taking the maximum benefit of the road width and the land.
13. **PLANNING:** The Planning of the Project Development shall be done by the Developer in consultation with the Architect & approval of the Owners.

14. **SURVEY & SOIL TESTING:** The Developer shall carry out necessary survey and soil testing and other preparatory works in respect of the Project Property.
15. **BUILDING PLANS PREPARATION AND APPROVAL:** The **Developer** shall from time to time cause to be prepared by the Architect one or more plans to be submitted for sanction by the Rajpur Sonarpur Municipality.
16. **MODIFICATIONS & ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications or alterations to the building plans or revised building plans and/or to cause any renewal or revalidation thereof in such manner and to such extent as the Developer may, deem fit and proper in accordance with the Rajpur Sonarpur Municipality.
17. **SIGNATURE AND SUBMISSION:** The **Owners** shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the Development at the Project Property as and when required.
18. **APPROVALS FOR DEVELOPMENT:** The Developer shall be solely responsible for applying for and obtaining all permissions, clearances, no objection certificates and other approvals required for carrying out development at the Project Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities or any other Statutory

Authorities, in its own name and/or in the name of the Owners, as the case may be.

19. **AUTHORITY OF OWNERS:** The Developer is hereby authorized and empowered on behalf of the Owners to sign, execute, submit and deliver all writings in connection with the any matter relating to Project Development. This shall not, however, absolve, the Owners to carry out his obligations under this agreement nor affect the obligation of the Owners to execute powers of attorney and other authorities in terms hereof.
20. The Developer may mortgaging the respective allocation as described in the **FIRST SCHEDULE** hereunder written for the purpose of obtaining Project Loan and if needed A.S. Construction may involve with another person or company for construction work and in that case the Owners shall execute and register Supplementary Development Agreement.
21. The Developer shall be entitled to take Project Loan without making the Owners responsible and/or liable for the same in any manner whatsoever.
22. **COMMENCEMENT OF CONSTRUCTION:** Subject to the Owners not being in default in compliance of their respective obligations contained in this Agreement, the Developer shall cause the commencement of the work within 02 months from the date of receiving sanctioned plan in default whereof this Agreement shall stand canceled and/or terminated and/or rescinded.

23. **CONSTRUCTION:** The Developer shall lead the Project Development and demolition of the existing building and construct and build the New Building(s) and other constructions and developments at the Project Property and erection and installation of the Common Portions in accordance with the Plan(s) to be sanctioned by the Rajpur Sonarpur Municipality. **Cost of Project Development shall be borne by the Developer.** The developer shall take all the Scrap materials from the existing Building.
24. **STANDARD CONSTRUCTION:** The Developer shall cause the Project Development in a good and workman like manner with standard quality of materials. The Developer provides basic specifications for construction, fittings, fixtures and all equipments and installations at the Project Property as stated in the **FOURTH SCHEDULE** hereto and shall be entitled to modify or alter the same with similar or better items and to charge for the same or any item thereof separately;
25. **UTILITIES:** The Developer shall be entitled to use or be permitted to use the existing connections and/or shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from Rajpur Sonarpur Municipality or from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project, at its own cost.
26. **The Developer shall be entitled:-**
- i) To effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion;

- ii) To charge, demand, receive or realize any Extras or Deposits in connection with all or any Common Portions as stated in the **THIRD SCHEDULE** hereunder written.
27. The Developer shall be free to impose restrictions and conditions for the use of the Common Portions for the transferees.
28. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Project shall be such as shall be determined by the Developer and in the matter of any measurement the decision of the Architect shall be considered and binding upon the parties.
29. **GENERAL AUTHORITY:** The Developer shall be authorised and empowered in its own name, in so far as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Rajpur Sonarpur Municipality from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Property or any portion thereof and/or for obtaining any utilities and permissions.
30. **DESIGN AND CONSTRUCTION TEAM:** The Architect, Design Consultant, Structural Engineers, Mechanical Engineers, Contractors, Sub-Contractors and the entire team of people required for Planning and Constructions at the Project Property shall be such person as may be selected and appointed by the Developer and the terms and conditions with them shall be decided by the Developer. The Developer may adopt such process for selection of

the team as it may consider proper. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.

31. **TIME FOR COMPLETION:** Subject to the Owners not being in default in compliance of their obligations hereunder the Developer shall complete the **Development of the property** within 24 months from the date of obtaining sanctioned plan from Rajpur Sonarpur Municipality or from the date of receiving peaceful, vacant and khas possession of the **said property** whichever is later or within such extended time as may be mutually agreed.
32. **The above time Schedule is subject to the Developer not being prevented from carrying out the Development Work for any reasons under FORCE MAJEURE hereunder written.**
33. **DAMAGE AND PENALTY :**
 - i) The Developer shall be liable to pay Damage and penalty at the rate of Rs 2,000/- per month for non-completion of the project in time.
34. **BOOKINGS:** The Developer shall accept and confirm bookings of any Transferable Area from any Transferee under the Developer's Allocation and if necessary to cancel revoke or withdraw any such booking.

It is agreed that before handing over possession of the Owner's allocation the Developer shall not hand over possession of their allocation or any portion thereof to any third party.

35. **SALE:** The Owners do hereby agree to sell or Transfer and complete the sale and Transfer of their share, right, title and interest of and in the Transferable Areas (including proportionate undivided share in the land of the Project Property) **under the Developer's Allocation** in favour of the Transferees and to sign, execute and register all agreements, deeds of conveyance, documents of sale or Transfer and all other deeds, instruments and writings and to do all acts deeds and things as may be required by the Developer. Provided that the sale deeds in favour of any Transferee shall be executed and registered only upon the payment of the entire Consideration and proportionate Extras and Deposits payable by such Transferee in respect of the Unit or other Transferable Area agreed to be transferred to such Transferee. In all such deeds the Developer shall join as Confirming Party.

In all cases of transfer/sale of Owner's Allocation the Developer shall sign the Agreement for Sale and Deed of Conveyance as Confirming Party. The Owners shall be free to sell their Allocation without any interference of the Developer.

36. **Preparation of Documents & Cost of Transfer of Units:**
- i) All agreements and documents of transfer or otherwise pertaining to Developer's Allocation shall be such as shall be drafted by the Advocate appointed by the Developer.

- ii) All agreements and documents of transfer or otherwise pertaining to Owner's Allocation shall be such as shall be drafted by the Advocate appointed by the Owners.
- ii) The stamp duty, registration fees, Advocate's fees and other expenses shall be borne and paid by the Transferees.

37. Housing Loan by Transferees:

The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units in the Project from banks, institutions and entities granting such loans. The Developer and the Owners shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as may be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them.

38. Rental Accomodation for the Owners :

The Developer shall liable to pay Rs. 24,000/- (Rupees Twenty Four Thousand) only per months to the owners i.e. Rs. 8,000/- to the each owner from the day of starting demolition of the existing building upto handover the Owners' Allocation, which will be paid within 5th day of every month.

There is four shop room at the ground floor of the existing building. From the time of demolition of the said Shop Room the Developer shall laible pay to Rs. 7000/- each for two shops of the owners and Rs. 4,000/- for another one shop owner and Rs. 8,000/- for another

one shop owner, i.e. 26,000/- (Rupees Twenty Six Thousand) only per month upto hand over their shop. The said amount of the each shop owner shall be paid only from the time of demolishing of each Shop. Their Shop shall be allotted by the Owners from their allocation.

39. **Security Deposit :**

The Developer shall pay Rs. 2,00,000/- only to the each owner i.e. total Rs. 6,00,000/- (Rupees Six Lac) only as Security Deposit which will be adjustable with Owner's Allocation.

39. **FORCE MAJEURE:**

Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to : -

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action, labour/worker/staff unrest or stop work or strike by them ;
- iii) Shortage/Stoppage in the supply of materials and equipments required in development of the Project for period in excess of 7 continuous days for no fault on the part of the Developer ;

- iv) Injunctions/orders of any government, civic bodies, municipal bodies or other statutory bodies or other authorities restraining the implementation of the Project;
 - v) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;
40. Notwithstanding anything elsewhere to the contrary contained in this agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.
41. **POWER BY OWNERS TO DEVELOPER :**
The Owners shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer **A.S. CONSTRUCTION**, a partnership firm, represented by its Partners (1) **Shri Arindam Chowdhury**, son of Shri Snatak Ranjan Chowdhury and (2) **Shri Suman Dasgupta**, son of Himansu Dasgupta to act jointly or severally or as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Project Property, sale or otherwise transfer of the transferable areas) and also otherwise under this agreement.

42. **COMMON RESTRICTIONS:**

- 1). The Transferable Areas in the New Building or Buildings shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building or Buildings, which shall include the following:
 - (a) No occupant of the New Building or Buildings shall use or permit to be used their spaces or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building or Buildings.
 - (b) No occupant of the New Building or Buildings shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major or minor, without the written consent of **DEVELOPER/OWNER**.
 - (c) No occupant of the New Building shall transfer or permit transfer of their spaces or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.
 - (d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, if done by them, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

- (e) All occupants of the New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective spaces in good working condition and repair and in particular so as not to cause any damage to the New Building or Buildings or any other space or accommodations therein and shall keep the other occupiers of the New Building or Buildings indemnified from and against the consequences of any breach.
- (f) The Owners shall be free to develop the other portion of the property and in such case no occupant shall have right to raise any objection to the same and the passage/path way common with occupants of the new building and the Owners shall be used for as passage by foot, vehicle/car with men and materials for ingress to and egress from the other portion of the property occupied by the Owners.
- (g) No occupant of the New Building or Buildings shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the New Building or buildings or any part thereof and shall keep the other occupiers of the New Building or Buildings harmless and indemnified from and against the consequences of any breach.
- (h) No occupant of the New Building or Buildings shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any

manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building or Buildings.

- (i) No occupant of the New Building or Buildings shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or Buildings or in the compound, corridors or any other portion or portions of the New Building or Buildings.
- 2). For the purpose of enforcing the common restrictions and attaining common purposes all occupants of the New Building or Buildings shall permit the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 3) It is agreed between the parties that DEVELOPER & OWNER shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building or Buildings.

43. **MISCELLANEOUS:**

PROPERTY TAXES AND OUTGOINGS: Until fulfilment of all obligations of the Owners hereunder and delivery of the entire Project Property to the Developer in terms hereof, all taxes and outgoings (including arrears) on account of municipal tax, land-revenue, land tax, electricity charges and others shall be borne and paid by the Owners till the execution of this agreement and those arising for

the period thereafter shall be borne and paid by the Developer provided that upon construction or Development at the Project Property, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them respectively.

44. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
45. **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer saved harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
46. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the Owners or of the partners of the Developer

Firm, this agreement shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the Owners/Partners of the Developer as if they were parties hereto. In such event the Owners shall grant fresh Power of Attorney, if it is so necessitated.

47. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties.

48. **DEFAULTS OF PARTIES AND CONSEQUENCES:**

UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party and if by any cause in future the Development Work will not started the Owners shall refund the Security Money to the Developer.

49. **NOTICES:**

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

50. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage, costs & expenses caused due to such breach.

51. **ARBITRATION:**

All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Project Property or determination of any liability shall be referred to sole arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. The Arbitration sittings shall be held at Kolkata.

52. **JURISDICTION:**

The Courts at Kolkata alone shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these present between and parties hereto.

53. Any change in constitution of partnership of the Developer Firm shall be done with consent of the Owners.

54. Any documents relating to this agreement shall be mutatis & mutandis to this agreement.

55. This Agreement commences and shall be deemed to have commenced on and with effect the date of execution, as mentioned above (commencement date) and this agreement shall remain valid and in force till all obligations of the parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

- : THE FIRST SCHEDULE ABOVE REFERRED TO : -
(Project Property)

ALL THAT piece and parcel of land measuring about 8 Cottahs out of 304 Decimals Bastu land in R.S. & L.R. Dag No. 1084, under L.R. Khatian No. 5368, 5369 & 5370, at Mouza - Gorkhara, J. L. No. 22, within the limits of Rajpur - Sonarpur Municipality, Ward No. 11, Holding Nos. 172, P.S. & A.D.S.R.O. at Sonarpur, District - 24 Parganas (S).

THE SECOND SCHEDULE ABOVE REFERRED TO
(Common Parts And Portions)

SECTION-A

1. AREA :

- i) Entrance and exit to the premises and the new building and existing building through the passage/path way common with Owners/ Occupants of other portion of the property.
- ii) Durwans room, common toilet/urinals if any.
- iii) Boundary walls and main gate of the premises.
- iv) Staircases and lobbies on the floors including Ground floor.
- v) Entrance lobby, except car parking space, electricity/ utility/ Generator/Pump/Motor/Office/Store room(s).

- vi). Well, landings, Lift, lift machinery rooms, staircases etc.
- vii). Overhead tank/ under ground Reservoir

2. **WATER, PLUMBING AND DRAINAGE:**

- i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Water supply systems and water treatment plant.
- iii) water pump and overhead water reservoir togetherwith all common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).

3. **ELECTRICAL INSTALLATION:**

- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB/CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Lighting of the common portions.

4. **OTHERS:**

Such other common parts, areas equipments, installations, fittings, fixtures and spaces or amenity to be used in common in or about the premises and the new buildings as are necessary for passage to and/or user of the FLAT/ UNITs in common by the Co-Owners excepting those which have been exclusively allotted to a FLAT/ UNIT Owners.

THE THIRD SCHEDULE ABOVE REFERRED:
(Extras And Deposits)

1. **EXTRAS** which shall include all costs, charges and expenses on account of :-
 - a) HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider;
 - b) one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like);
 - c) setting up or providing any common portion or facility either forming part of or in variation and/or addition to those mentioned in the SECOND SCHEDULE hereinabove written.
 - d) Improved specifications of construction of the said complex over and above the Specifications described in the FOURTH SCHEDULE hereto.
 - e) Fees and expenses, if any, payable to any authority towards any Sale or Transfer Permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.
 - f) Legal Charges ;

- g) Expenses for formation of Association/Holding Organization;
 - h) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the Project Property or Development or on the construction or Marketing;
 - i) All other amounts on any account that may be charged by the Developer from the Transferees or any group of them from time to time.
2. **DEPOSITS** (interest free) which shall include amounts of deposit on account of:-
- a) maintenance deposit to cover proportionate common expenses and maintenance charges (including reserves of 24 months maintenance charges or more or less),
 - b) municipal rates and taxes etc,
 - c) Sinking Fund
 - d) Electric Charges Deposit
 - e) any other deposits if so made applicable by the Developer for any Transferable Areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specifications)

Structure	:	RCC structure
Doors Frames	:	Salwood Frames
Doors	:	Flush Doors of century ply water proof
Main Door	:	Flush Door of Sagun/Bhola wood/Tick Wood

Windows	:	Aluminum sliding windows with Iron Grills Shyam Acuate
CP Fittings	:	Of reputed make
Sanitary Ware	:	Standard Sanitary Fittings of reputed Make like 1st grade.
Plumbing	:	All material of ISI Mark
Electrical Fittings	:	Copper wires, MCB & DB of reputed make level.
Switches	:	Modular switches of reputed make Level
Kitchen	:	Granite counter & Steel Sink with 2' ft. height Glaze tiles over the kitchen platform.
Toilet	:	Glazed tiles of 1st quality with border up to 7 ft. height/non-skid flooring after proper water proofing treatment.
Elevator	:	Standard Elevator of reputed make.
Flooring	:	Vitrified tiles of reputed make.
Walls	:	Brick built walls with both inside plaster. All inside walls finished with Birla Putty or equivalent.
Roof	:	Ceramic Tiles after proper water treatment.
Water	:	24 hours supply.

Stair : Marble/Granite
Lawn/Barandah : White Marble
Car Parking Area : Kota Stone.

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the **PARTIES** in presence of :-

WITNESSES :-

1. Bikash Saha
Sonea Pvt.
Kolkata - 700155

Sachindra Nath Das
Rohit Kuma Das
Subhas Mondal alias
Subhas Ch. Das

2. Aloke Saha
Kali Kalyan

SIGNATURE OF THE OWNERS

M/S. A. S. CONSTRUCTION
Suman Das Gupta
Partner

Arindam Chowdhury
Partner

SIGNATURE OF THE DEVELOPER

WITNESSES :-

1. Bikash Saha
Sonarpur.
Kad - 150

Xachinokh Mukherjee Das

Rohitnara Das

Subhas Mondal alias
Subhas Ch. Das

2. Aloke Saha
Kad Katpur

SIGNATURE OF THE OWNERS

Drafted by :-

Syama Pr. Sanyal
Alipore
Kad - 202
WB 16911986

Typed By Me :-

Subhadeep Mukherjee,
Sonarpur Sub Registry Office.

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-002347605-1

GRN Date: 11/06/2019 13:21:53

BRN: CBI110619433857

Payment Mode Online Payment

Bank: Central Bank of India

BRN Date: 11/06/2019 13:22:39

DEPOSITOR'S DETAILS

Id No. : 16080000887119/6/2019
(Query No./Query Year)

Name : ARINDAM CHOWDHURY

Contact No. :

E-mail :

Address :

HASANPUR CHAMPAHATI 743330

Mobile No. : +91 9433357135

Applicant Name : Mr S R Chowdhury

Office Name :

Office Address :

Status of Depositor : Seller/Executants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16080000887119/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	15020
2	16080000887119/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words : Rupees Fifteen Thousand Forty One only

Total

15041

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-002352437-1
GRN Date: 11/06/2019 14:14:28
BRN: CKJ6623902
Payment Mode: Online Payment
Bank: State Bank of India
BRN Date: 11/06/2019 14:15:08

DEPOSITOR'S DETAILS

Name: ARINDAM CHOWDHURY
Contact No.: Mobile No.: +91 9433357135
E-mail:
Address: HASANPUR CHAMPAHATI 743330
Applicant Name: Mr S R Chowdhury
Office Name:
Office Address:
Status of Depositor: Seller/Executants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 8

Id No. : 16080000887119/8/2019
[Query No./Query Year]

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16080000887119/8/2019	Property Registration- Stamp duty	0030-02-103-003-02	
2	16080000887119/8/2019	Property Registration- Registration Fees	0030-03-104-001-16	6000

In Words: Rupees Six Thousand One only

Total

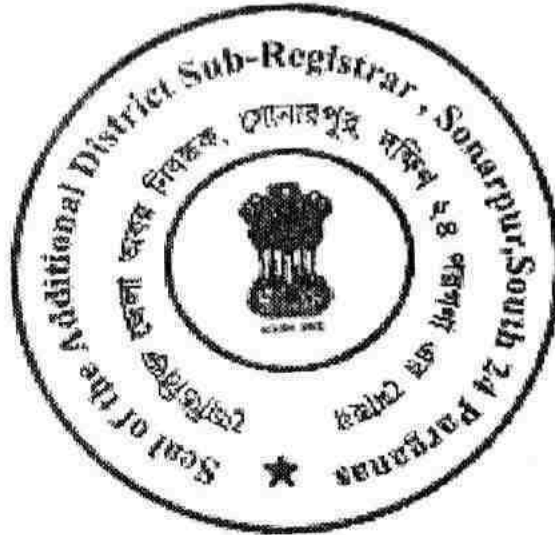
6001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2019, Page from 69310 to 69360

being No 160803061 for the year 2019.



Barun Kumar Bhunia

Digitally signed by BARUN KUMAR
BHUNIA
Date: 2019.06.11 16:40:11 +05:30
Reason: Digital Signing of Deed.

(Barun Kumar Bhunia) 11-06-2019 16:39:47
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)