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पश्चिम बंगाल WEST BENGAL

AB 554364

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 7<sup>th</sup> day  
of June, 2019 (Two Thousand Nineteen)

BETWEEN

Certified that this document is  
admitted to Registration. The  
signature sheet and the  
Endorsement sheet attached to the  
document are part of this document.

Additional Dist. Sub Registrar  
Sealdah

7 JUN 2019

No. SCB  
 Date 06/13/2019  
 Sold in  
 Address  
 Vendor  
 Sealdah Civil Court  
 KALUKE MUKHERJEE

1001

Kuntal Mukherjee  
 Adv.  
 Cal. High Court.



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Tendered by me -  
 Kuntal Mukherjee  
 Advocate  
 Of O. Joy Mr. Mukherjee  
 & Raj Kumar Chatterjee And  
 P.S. Tale, P.O. Belgachia  
 Ref No. 700039

1. SRI BIKASH CHANDRA BHOWMICK, (holding PAN : AEEP7522G), son of Late Phani Bhusan Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Business, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037.
2. SMT. SUJATA BHOWMICK, (holding PAN : AEIPB9636F), wife of Late Kajal Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Housewife, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037;
3. SMT. RQSHMI KUNDU, (holding PAN : AOXPB9436J) wife of Sri Krsishnendu Kundu and daughter of Late Kajal Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Housewife, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037.
4. SMT. SHREYA BHOWMICK, (holding PAN : BBQPB5068M), daughter of Late Kajal Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Student, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037;
5. SRI CHANDAN KUMAR BHOWMICK, (holding PAN : AEKPB3244B), son of Late Phani Bhusan Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Business, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037.
6. SRI PRADIP KUMAR BHOWMICK, (holding PAN : ADAPB8212C), son of Late Phani Bhusan Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Business, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037;

All hereinafter collectively referred to as the "OWNERS" (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and their heirs, successors, executors, legal representatives, administrators and / or assigns) of the ONE PART.

#### A N D

DEBANGAN ESTATE PRIVATE LIMITED (holding PAN : AAGCD3122P), a private limited company incorporated under The Companies Act, 1956 having its registered office at 11E, Northern Avenue, Post Office – Belgachia, Police Station – Chitpur, Kolkata – 700037 being represented by one of its Director namely MR. DEBABRATA CHAKRABORTY (holding PAN : ACIPC5882E), son of Late Amal Bikash Chakraborty, by occupation – Business, by nationality – Indian, by faith – Hindu, residing at 56/1C, Anath Nath Deb Lane, P.S. Tala, P.O. Belgachia, Kolkata - 700037 hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its directors, successors-in-office, successors-in-interest and assigns) of the OTHER PART.



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WHEREAS by a Deed of Conveyance bearing date the 28<sup>th</sup> March, 1945 made Between the Trustees for the Improvement of Calcutta therein described as the Vendor of the One Part and Adinath Bhaduri therein described as the Purchaser of the Other part and registered in Book No. 1 Volume No. 28 Pages 68 to 70 Being No. 957 for the year 1945 at the Sealdah Sub-Registration office the said Trustees for the Improvement of Calcutta for the consideration therein mentioned sold and conveyed unto the said Adinath Bhaduri ALL THAT place or parcel of revenue free land containing an area of 13 cottahs 14 chittaks and 4 square feet a little more or less situate at and being Plots Nos. 54 and 55 of the Surplus Lands in Paikpara Rehousing Scheme of the Calcutta Improvement Scheme formed out of old Premises No.15, Paikpara Road and comprised in Holding No. 97 in Sub-Division 17 Division 1 Dihi Panchannogram Thana Chitpore Sub-Registration Office Sealdah in the district of 24- Parganas

AND WHEREAS by a Deed of Conveyance bearing date the 8<sup>th</sup> July, 1955 made between the said Adinath Bhaduri therein described as the Vendor of the One Part And Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh therein jointly described as the Purchasers of the Other Part and registered in Book No. 1 Volume No. 36 Pages 43 to 48 Being No.1503 for the year 1955 at the Sealdah Sub-Registration Office the said Adinath Bhaduri for the consideration therein mentioned sold and conveyed unto the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh ALL THAT piece or parcel or parcel of revenue free land containing an area of 6 Cottahs 14 Chittaks and 30 Square Feet more or less out of the said 13 Cottahs 14 Chittaks and 4 Square Feet which is subsequently numbered as 61, Paikpara Row.

AND WHEREAS by a Deed of Conveyance bearing date the 5<sup>th</sup> May, 1958 made Between the said Sm. Susama Rani Ghosh and Sm. Sova Rani Ghosh therein jointly described as the Vendors of the First Part, Manmatha Nath Ghosh and Sukhlal Ghosh therein jointly described as the Confirming Parties of the Second Part and Sm. Sujata Saha therein described as the Purchaser of the Third Part and registered in Book No. 1 Volume No. 27 Pages 244 to 251 Being No.1079 in the year 1958 at the Sealdah Sub-Registration Office the said Sm. Susama Rani Ghosh and Sm.Sova Rani Ghosh for the consideration therein mentioned sold and conveyed and the Manmatha Nath Ghosh and Sukhlal Ghosh confirmed unto the said Sm. Sujata Saha the said piece or parcel of land containing an area of 6 Cottahs 14 Chittaks and 30 Square Feet being Premises No.61, Paikpara Row.

AND WHEREAS by a Deed of Conveyance bearing date the 25<sup>th</sup> February, 1972 made between the said Sm. Sujata saha therein described as the Vendor of the First Part, Ashish Kumar Saha (Roy) Amit Kumar Saha (Roy) and Sm. Chinmoyee Saha therein



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jointly described as the Confirming Parties of the Second Part and Apurba Kumar Samaddar therein described as the Purchaser of Third Part and registered in Book No. 1 Volume No. 9 Pages 104 to 114 Being No. 254 for the year 1972 at the Sealdah Sub-Registration Office the said Sm. Sujata Saha for the consideration therein mentioned sold and conveyed and the Confirming Parties unto the said Apurba Kumar Samaddar ALL THAT piece or parcel of land containing an area of 6 Cottahs 14 Chittahs and 20 Square Feet being Premises No.61, Paikpara Row.

AND WHEREAS by a Bengali Deed of Gift bearing date the 10<sup>th</sup> May, 1972 corresponding to 27<sup>th</sup> Baisakh, 1379 B.S. made Between the said Apurba Kumar Samaddar therein described as the Donor And the said Kanai Lal Sikdar therein described as the Donee and registered in Book No. 1 Volume No. 18 Pages 193 Being No. 631 for the year 1972 at the Sealdah Sub-Registration Office the said Apurba Kumar Samaddar for the consideration therein mentioned granted and conveyed unto the said Kanai Lal Sikdar ALL THAT piece or parcel of revenue free land containing an area of 2 Cottahs 14 Chittahs and 38 square feet being a portion of the said premises No.61, Paikpara Row and marked as Plot "B" in the map annexed to the said Deed of Gift and therein bordered in green ink and said Kanai Lal Sikdar accepted the said Gift.

AND WHEREAS by a Bengali Deed of Sale bearing date the 11<sup>th</sup> December, 1972 corresponding to 25<sup>th</sup> Agrahayan, 1379 B.S. made Between the said Apurba Kumar Samaddar therein described as the Seller And the said Kanai Lal Sikdar therein described as the Purchaser and registered in Book No. 1 Volume No. 218 Pages 50 to 56 Being No. 6369 for the year 1972 at the office of the Registrar of Assurances Calcutta the said Apurba Kumar Samaddar for the consideration therein mentioned sold and conveyed unto the said Kanai Lal Sikdar ALL THAT piece or parcel of revenue free land containing an area of 2 Cottahs 14 Chittahs and 38 square feet being a portion of the said Premises No.61, Paikpara Row and marked as Plot "A" in the map annexed to the said Deed of Sale and therein bordered in red.

AND WHEREAS in or about June, 1981 one Sudhendu Dutta instituted a suit being Title Suit No. 47 of 1981 against the said Kanai Lal Sikdar in the 6<sup>th</sup> court of the learned Subordinate Judge at Alipore for inter alia a decree for specific performance of an Agreement for Sale of the land comprised in premises No. 61, Paikpara Row.

AND WHEREAS the said Title Suit which was defended by the Kanai Lal Sikdar was finally disposed of on the 20<sup>th</sup> December, 1983 and a decree was passed in favour of the said Sudhendu Dutta against the said Kanai Lal Sikdar for specific performance of the agreement for sale of the said suit property directing him to execute and register a sale deed in favour of the said Sudhendu Dutta.



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AND WHEREAS the said Kanai Lal Sikdar preferred an appeal being F.A. No. 320 of 1984 in the High Court at Calcutta against the said decree dated 20<sup>th</sup> December, 1983.

AND WHEREAS the said Sudhendu Dutta and the said Kanai Lal Sikdar mutually settled disputes with regard to the said suit property and filed a joint petition in the High Court for recording the compromise.

AND WHEREAS by an Order dated 7<sup>th</sup> February, 1990 passed by Appeal Court presided over by the Honble Mr. Justice Mukul Gopal Mukherjee the terms of compromise were recorded and the suit for specific performance, namely Title Suit No. 47 of 1981 of the 6<sup>th</sup> Court of Additional District Judge of Alipur was dismissed.

AND WHEREAS by an Indenture of Sale registered on 12<sup>th</sup> July, 1990 in the Office of Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 425, Pages from 327 to 329, Being Deed No. 11680 for the year 1990 made between said Kanai Lal Sikdar therein referred to as the Vendor of one part and Bikash Chandra Bhowmick and Kajal Bhowmick therein referred to as the Purchasers of other part, said Kanai Lal Sikdar sold conveyed transferred and granted unto said Bikash Chandra Bhowmick and Kajal Bhowmick ALL THAT piece or parcel of revenue free land containing an area of 2 Cottah 14 Chittacks and 38 Square feet a little more or less with structure thereon being Plot "A" lying situate at and being the northern portion of Premises No. 61, Paikpara Row, comprised in Holding No. 97 in Sub-Division 17 Division 1 Diti Panchannogram Police Station - Chitpore Sub-Registration Office Sealdah in the district of 24- Parganas against valuable consideration mentioned therein free from all encumbrances, charges, liens, lispendens, litigations, actions.

AND WHEREAS by an Indenture of Sale registered on 12<sup>th</sup> July, 1990 in the Office of Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 425, Pages from 340 to 352, Being Deed No. 11681 for the year 1990 made between said Kanai Lal Sikdar therein referred to as the Vendor of one part and Chandan Kumar Bhowmick and Pradip Kumar Bhowmick therein referred to as the Purchasers of other part, said Kanai Lal Sikdar sold conveyed transferred and granted unto said Chandan Kumar Bhowmick and Pradip Kumar Bhowmick ALL THAT piece or parcel of revenue free land containing an area of 2 Cottah 14 Chittacks and 38 Square feet a little more or less with structure thereon being Plot "B" together with right to enjoy 8' feet wide common passage thereto lying situate at and being the southern portion of Premises No. 61, Paikpara Row, comprised in Holding No. 97 in Sub-Division 17 Division 1 Diti Panchannogram Police Station - Chitpore Sub-Registration Office Sealdah in the district of 24 - Parganas against valuable consideration mentioned therein free from all encumbrances, charges, liens, lispendens, litigations, actions.



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AND WHEREAS all the four owners i.e. Bikash Chandra Bhowmick, Kajal Bhowmick, Chandan Kumar Bhowmick and Pradip Kumar Bhowmick, duly mutated their names in the records of assessment of the Kolkata Municipal Corporation in respect of the said property being Premises No. 61, Paikpara Row

AND WHEREAS Kajal Bhowmick died intestate on 02.06.2015 leaving behind him surviving his wife namely Sujata Bhowmick and two daughters namely Roshmi Kundu and Shreya Bhowmick and thus said Sujata Bhowmick, Roshmi Kundu and Shreya Bhowmick inherited the share of Kajal Bhowmick, in accordance with the Hindu Succession Act, 1956

AND WHEREAS thus by virtue of the recital hereinabove stated said SRI BIKASH CHANDRA BHOWMICK, SMT. SUJATA BHOWMICK, SMT. ROSHMI KUNDU, SMT. SHREYA BHOWMICK, SRI CHANDAN KUMAR BHOWMICK and SRI PRADIP KUMAR BHOWMICK became the owners of Premises No. 61, Paikpara Row

AND WHEREAS the said land/premises hereunder mentioned in the First Schedule and or any portion thereof is not effected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and the Owners have never dealt with the said property by way of any such manner so that the Owners' right, title and interest is/are or may be effected viz. the said property is free from any mortgage, liens, lispendences, suits, injunctions and also free from all encumbrances whatsoever

AND WHEREAS the Owners herein being desirous of development of multi storied building comprised of self-contained modern flats on freehold ownership basis with car parking spaces on their said plot of land under the First Schedule, but due to paucity of fund and lack of experience are in seek of a reputed Developer/Promoter who may undertake the work of Development and Construction of multi-storied building on the 'Said Land/Said Premises' at the sole costs and expenses as also as at the sole responsibility of the Developer

AND WHEREAS on hearing such intention of the Owners and also relying upon the representations made by the Owners herein the Developer hereto has agreed to undertake the work of development and construction of multistoried building on the owners' Said Land/Said Premises after demolishing the existing structure.

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

ARTICLE - I (DEFINITION)



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In this Development Agreement unless it is contrary or repugnant to the context the following words shall have the following meaning

- 1.1 **OWNERS** Shall mean SRI BIKASH CHANDRA BHOWMICK, SMT. SUJATA BHOWMICK, SMT. ROSHMI KUNDU, SMT SHREYA BHOWMICK, SRI CHANDAN KUMAR BHOWMICK and SRI PRADIP KUMAR BHOWMICK and include their heirs, successors, executors, legal representatives, administrators and / or assigns
- 1.2 **DEVELOPER** DEBANGAN ESTATE PRIVATE LIMITED and include its Director/s, successor-in-interest, successor-in-office and assigns
- 1.3 **SAID LAND** Shall mean ALL THAT piece and parcel of land measuring about 6 Cottah 14 Chittacks 20 Square Feet be the same a little more or less situate lying at and being Premises No. 61, Paikpara Row, Kolkata - 700037 in the District of South 24-Parganas, Police Station - Chitpur and Registration Office - A.D.S.R., Sealdah, more fully described in the First Schedule hereunder written and which is absolutely seized and possessed by the Party of the One Part herein as the exclusive owners thereof and thereto
- 1.4 **NEW BUILDING** : - Shall mean the multi storied building proposed to be constructed on the owners' 'Said Land'
- 1.5 **SAID PREMISES** : - Shall mean the official identity of the owners' Said Land hereunder the First Schedule along with the structure if there be any and or the proposed new building so shall be constructed thereon.
- 1.6 **THE PLAN** : - Shall mean and include the plan or plans, elevations, designs, drawings and specifications of the new building to be sanctioned from the Kolkata Municipal Corporation.
- 1.7 **OWNERS' ALLOCATION** : Shall mean 55% share/space in the parking/ground floor and 55% share/space in rest of the floors, more fully and collectively described in the Second Schedule hereunder allocable to the owners in a good finished and habitable condition and constructed as per specification mentioned in the Third Schedule hereunder for their exclusive use and enjoyment together with undivided proportionate common rights in common portions and common amenities as per Fourth Schedule hereunder together with undivided impartable proportionate share of freehold right in the demised land hereunder in the First Schedule.
- 1.8 **DEVELOPER'S ALLOCATION** : Shall mean and include rest of the constructed area of the building such as 45% share/space in the parking/ground floor and 45% share/space in the rest of the floors along with undivided and proportionate shares of the land, common use of ultimate roof and common facilities which shall absolutely belong to the Developer and / or its nominee/s or assignees and / or transferee/s.
- 1.9 **COMMON AREA AND INSTALLATIONS** shall mean and include the corridors, stair-cases, passage-ways, landings drive-ways common lavatories tank room, caretaker



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room, water pump room, underground water reservoir, overhead water tank, lift and other installation required for the establishment enjoyment maintenance and/or management of the proposed building to be constructed according to the specification contained in Third Schedule hereunder including the roof and the terrace of the building and all open and covered spaces in the ground level of the building at the said premises.

- 1.10 It is hereby agreed by and between the parties that both the owners and Developer or their nominees shall become Co-owners of the undivided share of premises, common areas and common parts of the proposed building in the ratio of the constructed space owned by them.
- 1.11 **FORCE MAJEURE** : Shall mean any natural calamities such as floods, earth quake, riots and any or all unforeseen circumstances beyond the control of the Developer.
- 1.12 **TAX LIABILITIES** : The owners shall be liable to pay the arrear dues if any payable to the Kolkata Municipal Corporation and other statutory tax liabilities till the period of execution of these presents and also liable to pay the apportioned shares of in respect of their Allocated portions only after obtaining the delivery of the physical possession thereof from the Developer.
- 1.13 Words imposing singular shall include plural and vice-versa.
- 1.14 Words imposing masculine gender shall include feminine and neuter gender and vice-versa.

#### **ARTICLE -II - COMMENCEMENT**

2. **THIS DEVELOPMENT AGREEMENT** shall be deemed to have been commenced on and with effect from the date of this execution. However, this Agreement shall not mean and or create any partnership between owners and the Developer and shall mean a contract by and between them.

#### **ARTICLE - III**

##### **OWNERS' REPRESENTATIONS**

- 3.1 The owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said premises more fully and particularly described in the **FIRST SCHEDULE** hereunder written as the absolute joint owners thereof.
- 3.2 Except the owners and their legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3 The owners are fully competent to enter into this Development Agreement.



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- 3.4 The said premises is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions, suits and proceedings whatsoever or howsoever
- 3.5 There is no Temple, Mosque, debottor or burial ground on the said premises
- 3.6 There is no excess vacant land at the said premises within the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto

#### ARTICLE - IV

##### (DEVELOPER'S RIGHT)

- 4.1 The owners hereby grant subjects to what have been herein provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises by construction of a New Building on the said premises in accordance with the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation in the name of the owners comprising of multi storied building.
- 4.2 All lawful applications, Building Plans (Revised Plan if required) and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities the owners shall execute a registered Development Power of Attorney to be prepared by the Developer at their own cost and shall be signed by the owners and submitted by the Developer on behalf of the owners at Developer's own costs and expenses for sanction of the revised Plan or Plans. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Kolkata Municipal Corporation and other authorities shall be borne and met by the Developer and the Developer shall be exclusively entitled to all refunds if any available from the Municipality and or other authorities concerned out of any or all payments and/or deposit made by the Developer in these connection

##### ARTICLE - V - TITLE DEEDS

5. Prior to the execution of these presents for the purpose of investigation of the title relating demised land under the First Schedule the owners have delivered the Photo Copies of all Original Deed of Title and Tax Receipt and other documents of title to the Developer and the owners shall be liable to produce the original of the same before the appropriate authority as and when required and/or to Developer's nominee or nominees being the transferees of the residential flats / constructed spaces / undivided share of the property forming part of the Developer's Allocation and also for obtaining sanctioning of any revise plan or plans from the Kolkata Municipal Corporation and for smoothly running the construction work of the proposed building.

##### ARTICLE - VI - CONSIDERATION



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6. In consideration of the owners allowing the Developer to commercially exploit the said premises and agreeing to transfer and the Developer's Allocation to the Developer and / or its nominee/s and / or transferee/s, the Developer shall allocate the owners' Allocation in lieu of and as a part of the consideration for the residue undivided proportionate share of the said land under the First Schedule together with all the residue constructed area (other than the common portions) in the new buildings as per Sanction Plan.

#### ARTICLE - VII - PROCEDURE

- 7.1 The owners shall grant a Development Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/or sanction from the different authorities in connection with the development of the said premises and also for pursuing and following up the matters with the Kolkata Municipal Corporation and other statutory authorities and also for the purpose of development work and to facilitate the Developer for proper implements of this Agreement.
- 7.2 For the purpose of development work and for commencement and completion of construction of the new proposed building the owners hereto hereby simultaneously with the execution of these presents deliver the peaceful vacant possession of the entire said property hereunder written in the First Schedule to the Developer.

#### ARTICLE - VIII : OWNERS' RIGHT

- 8.1 The Developer on completion of the owners' Allocable portions in good and habitable condition in the New Building together with essential services such as uninterrupted supply of water and electricity (power) therein shall put the owners in undisputed possession thereof together with all rights in the common portions and common amenities and facilities along with all easement and quasi-easements rights within 24 (twenty four) months from the date of getting the building plan sanctioned. The Developer undertakes to obtain such Building Plan positively within a period of 6 (six) months from the date of execution of this Agreement. A further grace period of 6 (six) months will be allowed within which time the Developer is liable to complete all the common portions, common facilities in good and well habitable conditions provided and save and except the Developer is restrained to progress the construction works due to force-majeure as defined hereinabove. Any written communication made through Speed Post shall be treated as the sufficient evidence of service of notice in this regard.
- 8.2 Subject as aforesaid, the common portions of the said New Building and the open spaces including the roof shall jointly belong to the Developer and the owners in proportionate to their respective shares.



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- 8.3 The Developer shall subject to the provision herein contained be exclusively entitled to the Developer's Allocation in the New Building with exclusive right to transfer or deal otherwise with or dispose of the same without any right, claim or interest whatsoever therein of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the owners' Allocation is made at first by the Developer.

#### ARTICLE IX - BUILDING

9. The Developer shall at its own costs, construct, erect and complete the building in all respect on the said land in accordance with the Sanctioned Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at their own costs to construct, erect and complete the portion of the owners' Allocation in the New Building at the said premises with good and standard materials as specified in the **THIRD SCHEDULE** hereunder written within the said specified period of time. It is further settled between the parties that if the Developer fails to handover the owners' allocation to the owners within the said stipulated period of 24 months with the extended grace period of 6 months, in that event the Developer shall be bound to pay a sum of Rs. 40,000/- (forty thousand) only per month towards damage charge for each months delay upto the maximum period of 6 months only and even the Developer fails to handover the owners' allocation within the said delayed period of 6 months, in that event, this Agreement will stand as cancelled and the Developer shall have no right over the said project under any circumstances whatsoever.
- 9.1 The owners and their authorized persons shall be entitled to inspect the work of construction of their allocation during the construction of the said proposed New Building on the said premises.
- 9.2 The quality of the materials to be used by the Developer in construction of the New Building shall be certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.
- 9.3 The salvage arising out of the demolition of the existing structure shall belong to the Developer and shall be entitled to dispose of the same and realize the proceeds thereof.
- 9.4 The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the said New Building and various units and / or apartments, car parking spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer.
- 9.5 All costs, charges and expenses, including Architect's fees of any damage, loss caused owing to negligence carelessness and/or any other reason during the construction or



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erection of the new building at the said premises shall be discharge by the Developer and the owners shall bear no responsibility in this context.

#### ARTICLE X- COMMON RESTRICTIONS

- 10.1 The owners' Allocation in the new building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building which shall include the following :-
- 10.2 The owners shall not use or permit to use the owners' Allocation / Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- 10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 10.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.
- 10.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
- 10.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 10.7 No goods or other items / materials shall be kept by the owners or by the Developer for display or otherwise in the corridors or other places of the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case any such hindrance is caused the Developer or the Allottees, as the case may be shall entitled to remove the same at the risk and cost of the other.
- 10.8 Neither party 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 in the compounds corridors or any other portion or portions of the new Building.



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- 10.9 The owners shall permit the Developer and their servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purposes.

#### ARTICLE XI – OBLIGATIONS OF THE OWNERS

- 11.1 The owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer until and unless violation of any terms and conditions hereunder is made by the Developer which may hamper the owners' interest however.  
The owners shall have the right to inspect the construction of the new building at the said premises and make suggestions in respect thereof, if any, at appropriate time well in advance.
- 11.2 The owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from transferring, and/or disposing of any part of the Developer's Allocation in the new building or at the said premises subject to the delivery of the undisputed possession of the owners' allocation firstly in good, well finished and habitable conditions is made to the owners by the Developer within specific period. Time shall be the essence of this contract.
- 11.3 The owners hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes on and from the date of delivery of the possession of the owners' allocation to the owners by the Developer. The Developer further undertakes to pay the cost for amalgamation if so necessary for the purpose of said proposed development on the said premises. It is further agreed by and between the parties that the time to be taken for such amalgamation will further be added to the time specified herein for getting the building plan sanctioned from the competent authority.
- 11.4 The owners shall cause to be joined such person or persons as Confirming Party as may be required by the Developer in the Agreements and / or Transfer Deed that may be executed for transfer of the Developer's Allocation in favour of the intending Transferees.
- 11.5 The owners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed buildings and for effectuating the sale and / or transfer envisaged hereunder.
- 11.6 Upon the Developer constructing and delivering possession to the owners of their allocation, the owners shall hold the same terms and conditions and restrictions as regard the user and maintenance of the building as the other flat purchasers of the building.